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

1. Call to Order - Roll Call – Open Meetings Act

2. Approval of Consent Agenda
   A. October 14, 2025 City Council Meeting Minutes
   B. October 2025 Bills Paid
   C. Keno Receipts: October 8.75%: $8,621.27
   E. JEO Consulting Invoices for:
      i. General Engineering Invoice No. 165391 totaling $10,210.00
      ii. Neumeyer Farm Soccer Invoice No. 165458 totaling $225.00
      iii. Public Works Building Invoice No. 165129 totaling $12,300.50
      iv. Bennington Left Turn Phasing Study Invoice No. 165389 totaling $7,606.62
         A. Motion

3. Special Designated Liquor License – Bennington Public Schools Foundation Fundraiser at the Bennington Legion Hall – January 16 and 17 from 7p.m. to 9 p.m. and January 17 from 2 p.m. to 4 p.m.
   A. Motion to Approve

4. Consideration of a Conditional Use Permit allowing for a Cross Fit Training Facility in a Highway Commercial Zoning District (C-1) located on Lot 2 McGregor Brae,12758 and 12756 N. 158th Street
   A. Presentation, Staff and Applicant
   B. Public Hearing
   C. Motion

5. Consideration of a Conditional Use Permit allowing for a Motor Vehicle Collision Facility in a Highway Commercial Zoning District (C-1) located on Lot 2, McGregor Brae Replat 1 (address to be determined)
   A. Presentation, Staff and Applicant
   B. Public Hearing
   C. Motion

6. Consideration of a Final Plat in a Highway Commercial Zoning District for a 27.85 acre development to be known as Rainwood Square located at 10102 N. 156th Street
   A. Presentation, Staff and Applicant
   B. Public Hearing
   C. Motion

7. Consideration of a Change of Zoning from Medium Density Residential Zoning District (R-3) to include a Clustered/Mix Use Overlay Zoning District (CMD) and Preliminary Plat for a 7.3 acre development to be known as Prairie Ridge located at Lot 1 Bennington Park Plaza
    A. Presentation, Staff and Applicant
    B. Public Hearing
    C. Motion

8. Ordinance No. 546 Approving 2026 Sewer Rate Increases
    A. Staff Presentation
    B. Motion to Approve Second Reading and Waive the Third Reading
    C. Motion to Approve and Adopt

9. Resolution No. 2025-08 Approval of the Governing Body to the Mayor to Authorize and Sign the Year-End Certification of the City Street Superintendent
    A. Staff Presentation
    B. Motion to Approve

10. Traffic Study/Signal at 156th and Bennington Road City of Omaha Estimate No. 010729 for an amount not to exceed $4,080.00
    A. Motion to Approve

11. Resolution No. 2025-09 for Stop Sign Installation on the East side of Harvest Lane at Warehouse Street
    A. Motion to Approve

12. Public Works Building
    A. Pay Application # to Darland totaling $318,935.90
        i. Motion to Approve
    B. Change Order # for totaling $3,802.00
        i. Motion to Approve

13. Big Papio Creek Trail
    A. Signing Resolution No. 2025 -10 for an Environmental Services Agreement with HDR Engineering Inc. totaling $9,252.30
        i. Motion to Approve
    B. Signing Resolution No. 2025-11 for a Preliminary Engineering Services Agreement with HDR Engineering Inc. totaling $47,061.54
        Motion to Approve

14. Library Report

15. Police Report

16. Public Works Report

17. Office Report

18. Project Tracker

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

20. Adjourn

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

Planning Commission
10-29-2025 Minutes

City of Bennington
Planning Commission Meeting Minutes
Wednesday, October 29, 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, Haime Dias, Karen Hohman, Mike Valasek, Cydell White Jr., and Bob Zaruba. Member Anita Ortiz was absent. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of September 24, 2025 Meeting Minutes
Motion by Hohman, second by Bartles to approve the minutes as presented. With Dias abstaining, all voted in favor and the motion carried.

Consideration of a Conditional Use Permit allowing for a Cross Fit Training Facility in a Highway Commercial Zoning District (C-1) located on Lot 2 McGregor Brae,12758 and 12756 N. 158th Street
City Engineer Julie Ogden, Property Owner Geoff McGregor and Applicant Ben Simons presented the Cross Fit Training Facility as a Conditional Use.

Bartles opened a public hearing and there were no comments.

Motion by Zaruba, second by Valasek to recommend approval of the conditional use with the conditions recommended in the City Engineer's comment letter and the Property Owner's requested changes. All voted in favor and the motion carried.

Consideration of a Conditional Use Permit allowing for a Motor Vehicle Collision Facility in a Highway Commercial Zoning District (C-1) located on Lot 2, McGregor Brae Replat 1 (address to be determined)
City Engineer Julie Ogden and Applicant Dave Herbeck presented the Motor Vehicle Collision Facility as a Conditional Use.

Bartles opened a public hearing and there were no comments.

Motion by Dias, second by Zaruba to recommend approval of the conditional use with the conditions recommended in the City Engineer's comment letter. All voted in favor and the motion carried.

Consideration of a Final Plat in a Highway Commercial Zoning District for a 27.85 acre development to be known as Rainwood Square located at 10102 N. 156th Street
City Engineer Julie Ogden and Attorney Larry Jobuen with Fullenkamp, Jobeun, Johnson & Beller presented the Final Plat for Rainwood Square.

Bartles opened a public hearing and there were no comments.

Motion by Valasek, second by Zaruba to recommend approval of the Final Plat with the conditions recommended in the City Engineer's and County Engineer's comment letters. All voted in favor and the motion carried.

Consideration of a Change of Zoning from Medium Density Residential Zoning District (R-3) to include a Clustered/Mix Use Overlay Zoning District (CMD) and Preliminary Plat for a 7.3 acre development to be known as Prairie Ridge located at Lot 1 Bennington Park Plaza

City Engineer Julie Ogden and Caleb Beasley with E & A Consulting presented the Zoning Change and Preliminary Plat.

Bartles opened a public hearing and comments were made regarding drainage and traffic.

Motion by Bartles, second by Valasek to recommend approval of the zoning change and preliminary plat with the conditions recommended in the City Engineer's comment letter. All voted in favor and the motion carried.

Adjourn

Motion by Dias, second by Valasek to adjourn the meeting at 7:24 p.m. All voted in favor and the motion carried.

ITEM #2 Consent Agenda

City of Bennington
City Council Meeting Minutes
Tuesday, October 14, 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 Tuesday, October 14, 2025. In attendance were City Council Members Kaye Bridgeford, Rob Hamilton, and Adam Lee. Council Member Shane Pekny was absent. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of Consent Agenda

A. September 8, 2025 City Council Budget Meeting Minutes
B. September 8, 2025 City Council Meeting Minutes
C. September 2025 Bills Paid
D. Keno Receipts: September 8.75%: $8,361.50
E. JEO Consulting Invoices for:
    i. General Engineering Invoice No. 164424 totaling $9,167.50
    ii. Neumeyer Farm Soccer Invoice No. 164384 totaling $7,600.00
    iii. Public Works Building Invoice No. 164423 and 164196 totaling $6,828.75
    iv. Bennington Redevelopment Plan Invoice No. 164671 totaling $875.00

BILLS PAID IN AUGUST	
CITY	
BLUE CROSS BLUE SHIELD OF NEBRASKA	4,216.72
THE DAILY RECORD	637.31
GUARDIAN	223.59
GUARDIAN	223.59
MUD	52.95
MUTUAL OF OMAHA	244.90
OFFICE DEPOT, INC	50.29
PRESTO - X	41.42
YOUNG AND WHITE LAW OFFICES	3,918.00
I3 BANK HSA	163.50
I3 BANK HSA	226.00
I3 BANK HSA - LAYNE LAAKER	312.50
I3 BANK HSA - HEATHER LUTH	600.00
SAINT ARMOUR LIFE LINE	180.00
THE DAILY RECORD	48.67
LEAGUE OF NEBRASKA MUNICIPALITIES	12,425.00
OLD REPUBLIC SURETY GROUP	100.00

WM CORPORATE SERVICES, INC	278.50
GREAT OMAHA CONFERENCE	100.00
MAPA CONFERENCE	36.08
RATINA CRAWFORD	1,247.36
KEVIN HAND	2,674.31
MINDI LAAKER	866.75
NATIONWIDE	2,184.23
NATIONWIDE	4,296.80
LEAGUE OF NEBRASKA MUNICIPALITIES	156.00
LEAGUE OF NEBRASKA MUNICIPALITIES	592.00
IRS TAX PAYMENT	6,719.78
INTUIT	398.00
COX BUSINESS SERVICES	10.06
EMC INSURANCE COMPANIES	35,475.00
FILTER SHOP	9.48
GREAT AMERICA FINANCIAL SERVICE	128.40
GUARDIAN	232.09
JEO CONSULTING, INC	18,512.50
MUTUAL OF OMAHA	244.90
OPPD	305.17
I3 BANK - HSA	226.00
USPS	156.00
RATINA CRAWFORD	1,139.37
KEVIN HAND	2,674.31
MINDI LAAKER	866.75
NATIONWIDE	2,173.38
NATIONWIDE	4,285.94
AT&T MOBILITY	46.22
THE DAILY RECORD	55.33
OFFICE DEPOT, INC	87.36
OMAHA NEON SIGN COMPANY	225.00
I3 BANK - HSA	226.00
I3 BANK - HSA	226.00
JP MORGAN	2,720.00
IRS TAX PAYMENT	10,168.33
CITY TOTAL	**123,407.84**
SEWER	
ONE CALL CONCEPTS	17.18

DARLAND CONSTRUCTION CO.	1,401.00
JEO CONSULTING, INC	415.00
PEOPLE SERVICES	1,430.00
CITY OF OMAHA CASHIER	33,644.99
SEWER TOTAL	**36,908.17**
LIBRARY	
BLUE CROSS BLUE SHIELD OF NEBRASKA	5,301.28
FONTENELLE FOREST	175.00
GUARDIAN	50.43
GUARDIAN	50.43
DUNNING MUSIC & ENTERAINMENT	100.00
JESSICA ROWE-DESILVA	341.00
MUD	247.10
MUTUAL OF OMAHA	222.25
OFFICE DEPOT, INC	213.92
PRESTO - X	28.19
SAC MUSEUM	450.00
SAM'S CLUB MC/SYNCB	3,990.80
SAINT ARMOUR LIFE LINE	120.00
NLA/NSLA CONFERENCE	400.00
PLAYAWAY PRODUCTS, LLC	49.98
SPRINGSHARE, LLC	1,199.00
WM CORPORATE SERVICES, INC	270.65
LYNN BARNA	63.03
JOHNNA BIERMAN	1,344.96
LISA FLAXBEARD	1,649.32
NATALIE HARTLEY	497.78
HEATHER LUTH	1,048.23
LYDIA PILE	709.71
TARYN STERN	289.37
COX BUSINESS SERVICES	337.06
ASSOCIATION FOR RURAL & SMALL LIBRARIES	75.00
FILTER SHOP	27.80
GURADIAN	50.43
JANWAY COMPANY USA, INC	596.00
JESSICA ROWE-DESILVA	341.00
MUTUAL OF OMAHA	222.25
OPPD	138.60

JOHNNA BIERMAN	1,357.71
LISA FLAXBEARD	1,537.34
NATALIE HARTLEY	1,281.07
HEATHER LUTH	1,048.24
LYDIA PILE	608.95
TARYN STERN	597.09
ABDO PUBLISHING COMPANY, INC	3,103.60
BENNINGTON LION CLUB	80.00
FONTENELLE FOREST	300.00
GREAT AMERICA FINANCIAL SERVICE	243.82
OFFICE DEPOT, INC	-1.80
LIBRARY TOTAL	**30,756.59**
POLICE	
ALL CREATURES VETERINARY CLINIC	249.36
AXON ENTERPRISE, INC.	87.20
BLUE CROSS BLUE SHIELD OF NEBRASKA	10,116.38
GREAT AMERICA FINANCIAL SERVICE	69.41
GUARDIAN	134.38
GUARDIAN	134.38
MUD	168.00
MUTUAL OF OMAHA	568.29
PRESTO - X	45.57
SAINT ARMOUR LIFE LINE	420.00
US DEPARTMENT OF EDUCATION	3,037.54
ANDREW HILSCHER	52.09
WM CORPORATE SERVICES, INC	56.50
USPS POSTAGE	16.10
JORDAN BRADLEY	328.35
ANDREW HILSCHER	2,676.91
JAYME IVERSEN	1,634.37
NICOLE MARTIN	295.52
DONALD MCGUIRE	285.60
STACIA NELSON	1,828.47
MARK NOONAN	180.91
JONATHAN STARKE	2,081.10
DANIEL STOCKER	2,190.58
OMAHA AUTO WRAPS - DEPOSIT	710.01
OMAHA AUTO WRAPS - 2ND PAYMENT	710.01

CUBBY'S	1,445.33
FILTER SHOP	8.88
GREAT PLAINS UNIFORMS	278.47
GURADIAN	161.21
IDEAL PURE WATER	24.99
MUTUAL OF OMAHA	568.29
OPPD	433.89
COX BUSINESS SERVICES	204.60
DEVIN CRINKLAW	461.37
ANDREW HILSCHER	2,676.91
JAYME IVERSEN	1,634.37
ROBERT JONES	285.60
NICOLE MARTIN	258.58
DONALD MCGUIRE	274.63
STACIA NELSON	1,821.71
MARK NOONAN	74.34
PAUL SMOOT	506.03
JONATHAN STARKE	2,081.10
DANIEL STOCKER	2,190.57
ERIC WHITE	129.69
CLOSE QUARTERS CONCEPTS COURSE	725.00
AT&T MOBILITY	242.57
BENNINGTON AUTO SALE	188.03
GREAT AMERICA FINANCIAL SERVICE	90.28
POLICE TOTAL	**44,843.47**
PARKS	
VERMEER HIGH PLAINS	101.99
BLUE CROSS BLUE SHIELD OF NEBRASKA	1,062.23
COX BUSINESS SERVICES	46.39
GUARDIAN	17.09
GUARDIAN	17.09
HOME DEPOT CREDIT SERVICES	57.95
MUD	991.04
MUTUAL OF OMAHA	156.24
PRESTO - X	32.07
ROB'S OIL COMPANY, INC	380.42
SITE ONE LANDSCAPE SUPPLY	979.48
SAINT ARMOUR LIFE LINE	60.00

CUBBY'S	183.71
PORT A JOHNS	112.50
WM CORPORATE SERVICES, INC	571.37
JOHN BOHRER	988.41
DEREK BRECHBILL	1,614.67
JACKSON CONRAD	708.56
NATHAN STIER	779.81
DARLAND CONSTRUCTION CO.	178,142.10
GURADIAN	130.94
JEO CONSULTING, INC	7,297.50
MUTUAL OF OMAHA	156.24
OPPD	734.66
JOHN BOHRER	988.39
DEREK BRECHBILL	1,614.67
JACKSON CONRAD	909.07
LAYNE LAAKER	1,907.08
NATHAN STIER	909.07
AT&T MOBIOLITY	23.11
MUD	3,002.62
PARKS TOTAL	**204,676.47**
STREETS	
VERMEER HIGH PLAINS	102.00
BLUE CROSS BLUE SHIELD OF NEBRASKA	1,062.24
COX BUSINESS SERVICES	46.40
GUARDIAN	8.97
GUARDIAN	8.97
HOME DEPOT CREDIT SERVICES	57.94
MUD	237.00
MUTUAL OF OMAHA	9.97
PRESTO - X	32.06
ROB'S OIL COMPANY, INC	380.43
SAINT ARMOUR LIFE LINE	60.00
CUBBY'S	183.71
PORT A JOHNS	112.50
DARLAND CONSTRUCTION CO.	178,142.10
GURADIAN	17.94
JEO CONSULTING, INC.	8,110.00
MUTUAL OF OMAHA	9.97

OPPD	5,615.92
AT&T MOBIOLITY	23.11
STREETS TOTAL	**194,221.23**
CITY	**123,407.84**
SEWER	**36,908.17**
LIBRARY	**30,756.59**
POLICE	**44,843.47**
PARKS	**204,676.47**
STREETS	**194,221.23**
TOTAL OF ALL BILLS	**634,813.77**

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

Consideration of a Conditional Use Permit allowing for a Hair Salon in a Downtown Commercial District Zoning (C-3) located at 15414 Warehouse Street – Apt. 4
City Engineer Julie Ogden and Applicant Karey Oltjenbruns presented the Hair Salon as a Conditional Use.

Adams opened a public hearing and there were no comments.

Motion by Bridgeford, second by Hamilton to approve the conditional use with the conditions recommended in the City Engineer's comment letter. All voted in favor and the motion carried.

Consideration of Applicant Cydell White Jr. to the Planning Commission Vacancy for a Two-Year Term
Motion by Lee, second by Bridgeford to approve the appointment as presented. All voted in favor and the motion carried.

Master Agreement for Communications Cable and Facilities in Public Rights-Of-Way with Metro Fibernet, LLC, dba Metronet
City Attorney Jeff Miller and Metronet Representative Jill Cordes presented the process for providing fiber optic internet to the City.

Motion by Lee, second by Hamilton to approve the agreement as presented. All voted in favor and the motion carried.

Engineering Agreement for Design, Bidding and Construction Services on Sanitary Sewer Lining on Stark, Molley and Allen Streets and Storm Sewer Lining in Bennington Park West
City Engineer Julie Ogden presented the plan to accept bids in January with construction to follow in 2026.

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

Douglas County Engineer Request for Rainwood Road Excess Right-of-Way Vacation
City Engineer Julie Ogden presented a request by Douglas County for City Council approval of the vacation of Rainwood Road excess right-of-way.

Motion by Bridgeford, second by Lee to approve the vacation as requested. All voted in favor and the motion carried.

Ordinance No. 546 Approving 2026 Sewer Rate Increases
City Engineer Julie Ogden reviewed the updated sewer revenues and expenses and rate increases.

Motion by Lee, second by Hamilton to introduce and approve the first reading of Ordinance No. 546 AN ORDINANCE AMENDING SECTION 6-202 OF THE CITY OF BENNINGTON'S MUNICIPAL CODE AS ENACTED IN CITY OF BENNINGTON ORDINANCE NO. 526 REGARDING SANITARY SEWER USE RATES AND COLLECTIONS. All voted in favor and the motion carried.

Ordinance No. 545 Salary Update
Adjustments were made to miscellaneous titles and salary ranges.

Motion by Bridgeford, second by Lee to introduce and waive three readings of Ordinance No. 545 AN ORDINANCE OF THE CITY OF BENNINGTON, DOUGLAS COUNTY, NEBRASKA, RELATING TO AND AMENDING THE SALARIES AND INSURANCE BENEFITS OF THE EMPLOYEES OF THE CITY OF BENNINGTON, NEBRASKA. All voted in favor and the motion carried.

Motion by Bridgeford, second by Lee to approve and adopt Ordinance No. 545. All voted in favor and the motion carried.

Public Works Building
Motion by Bridgeford, second by Hamilton to approve Pay Application #5 to Darland totaling $407,398.00. All voted in favor and the motion carried.

Motion by Bridgeford, second by Lee to approve Change Order #6 totaling $11,993.30 for utilities affiliated with the Hotsy equipment, sink and water. All voted in favor and the motion carried.

Motion by Bridgeford, second by Lee to approve a Hotsy Equipment Quote #4709 totaling $12,200. All voted in favor and the motion carried.

Traffic Study for Traffic Signal Changes at 156th Street and Bennington Road
Traffic Study findings warrant a turn signal for the northbound lane. The study will be submitted to the City of Omaha for installation of equipment.

Neumeyer Farm Park Phase II Update
Site plans and alternates were distributed to Council Members for review.

Library Report
Luminarium passes are now available on line.

Police Report
The COPS Hiring Program Grant from the U.S. Department of Justice has awarded the City of Bennington $125,000 to support our School Resource Officer program.

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 Lee to go into Executive Session for contract negotiation discussions with City Attorney at 7:19 p.m. All voted in favor and the motion carried.

Motion by Bridgeford, second by Lee to come out of Executive Session for contract negotiation discussions with City Attorney at 7:35 p.m. All voted in favor and the motion carried.

Adjourn
Motion by Bridgeford, second by Lee to adjourn the meeting at 7:35 p.m. All voted in favor and the motion carried.

BILLS PAID IN OCTOBER

CITY

22509	NEBRASKA DEPT OF AGRICULTURE	135.42	
DD	RATINA CRAWFORD	1,139.36	
DD	KEVIN HAND	2,713.55	
DD	MINDI LAAKER	866.74	
22514	THE DAILY RECORD	357.33	
22516	MUD	52.95	
22518	MUTUAL OF OMAHA	25.84	
22519	OFFICE DEPOT, INC	58.56	
22522	PRESTO-X	41.42	
22524	YOUNG & WHITE LAW OFFICES	3,661.15	
AUTO	I3 BANK HSA	226.00	
AUTO	QB IRS PAYMENT	9,090.77	
AUTO	NATIONWIDE	4,567.04	
AUTO	NATIONWIDE	2,454.48	
22529	BERGANKDV, LLC	8,500.00	
22532	COX BUSINESS SERVICES	105.52	
22534	THE DAILY RECORD	86.01	
22545	WM CORPORATE SERVICES, INC	215.41	
AUTO	INTUIT	408.00	
AUTO	I3 BANK HSA	226.00	
DD	RATINA CRAWFORD	1,229.22	
DD	KEVIN HAND	2,441.65	
DD	MINDI LAAKER	951.09	
WIRE	BOND PRINCIPAL PAYMENT	50,000.00	
WIRE	BOND INTEREST PAYMENT	19,992.50	
AUTO	NATIONWIDE	2,521.31	
AUTO	NATIONWIDE	4,620.94	
CC	USPS	156.00	
22548	GREAT AMERICA FINANCIAL SERVICE	155.47	
22550	GUARDIAN	223.59	
22551	JEO CONSULTING INC	9,542.50	
22553	OPPD	305.65	
AUTO	QB IRS PAYMENT	9,895.64	
CC	THE OFFICE	10.79	
AUTO	I3 BANK HSA	226.00	
AUTO	I3 BANK HSA	226.00	
22557	AT&T	46.22	
22560	THE DAILY RECORD	41.33	
22563	JOHN ROKES	1,650.49	
AUTO	QB IRS PAYMENT	963.88	
AUTO	I3 BANK HSA	226.00	
	CITY TOTAL	**140,357.82**	

SEWER

22510	CITY OF OMAHA	51,264.49	
22520	ONE CALL CONCEPTS	24.95	
22523	TREKK DESIGN GROUP, LLC	1,665.50	
22524	YOUNG & WHITE LAW OFFICES	150.35	
22531	CITY OF OMAHA CASHIER	35,366.57	
22551	JEO CONSULTING INC	375.00	
22554	PEOPLE SERVICE	1,500.00	
	SEWER TOTAL	**90,346.86**	

LIBRARY

DD	JOHNNA BIERMAN	1,344.97	
DD	LISA FLAXBEARD	1,537.33	
DD	NATALIE HARTLEY	1,442.87	
DD	HEATHER LUTH	1,048.24	
DD	LYDIA PILE	416.38	
22511	MRS NATALIE HARTLEY	618.95	REIMBURSEMENT
22516	MUD	247.10	
22522	PRESTO-X	30.73	
22532	COX BUSINESS SERVICES	136.13	
22535	DEMCO	16.69	
22538	JESSICA ROWE-DESILVA	396.00	
22543	SAM'S CLUB MC/SYNCB	432.33	
22545	WM CORPORATE SERVICES, INC	120.65	
DD	JOHNNA BIERMAN	1,395.62	
DD	LISA FLAXBEARD	1,588.06	

DD	NATALIE HARTLEY	930.86	
DD	HEATHER LUTH	1,096.39	
DD	LYDIA PILE	411.84	
22547	DUNNING MUSIC & ENTERTAINMENT	100.00	
22550	GUARDIAN	50.43	
22552	MADE NEW MAKERSPACE	75.00	
22553	OPPD	138.60	
22561	GREAT AMERICA FINANCIAL SERVICE	173.65	
22562	JESSICA ROWE-DESILVA	396.00	
22565	OFFICE DEPOT, INC	85.12	
22566	UNIVERSITY OF NEBRASKA - LINCOLN	50.00	
	LIBRARY TOTAL	**14,279.94**	
	POLICE		
DD	DEVIN CRINKLAW	263.64	
DD	ANDREW HILSCHER	2,676.91	
DD	JAYME IVERSEN	1,634.37	
DD	ROBERT JONES	175.76	
DD	NICOLE MARTIN	304.76	
DD	DONALD MCGUIRE	87.88	
DD	NATHAN MORK	2,153.22	
DD	STACIA NELSON	1,821.71	
DD	JONATHAN STARKE	2,081.10	
DD	DANIEL STOCKER	2,190.58	
DD	ERIC WHITE	124.34	
22512	DAN STOCKER	714.77	REIMBURSEMENT
22516	MUD	168.00	
22522	PRESTO-X	45.57	
22525	ANDREW HILSCHER	807.00	REIMBURSEMENT
22526	DAN STOCKER	253.04	REIMBURSEMENT
22527	AXON ENTERPRISE, INC	7,660.08	
22528	BENNINGTON AUTO SALE	83.00	
22530	911 CUSTOM	338.00	
22532	COX BUSINESS SERVICES	203.36	
22533	CUBBY'S	1,269.89	
22536	GREAT PLAINS UNIFORMS	207.48	
22537	IDEAL PURE WATER	25.74	
22545	WM CORPORATE SERVICES, INC	56.50	
CC	BAKERS	79.96	
DD	ANDREW HILSCHER	2,747.62	
DD	JAYME IVERSEN	1,680.75	
DD	NICOLE MARTIN	689.59	
DD	DONALD MCGUIRE	175.76	
DD	NATHAN MORK	593.78	
DD	STACIA NELSON	1,868.07	
DD	MARK NOONAN	74.34	
DD	PAUL SMOOT	150.76	
DD	JONATHAN STARKE	2,114.51	
DD	DANIEL STOCKER	2,239.39	
22549	GREAT PLAINS UNIFORMS	494.49	
22550	GUARDIAN	128.40	
22553	OPPD	367.74	
22555	T & N ACQUISITION COMPANY	179.00	
22557	AT&T	409.71	
22558	BENNINGTON AUTO SALE	262.97	
22561	GREAT AMERICA FINANCIAL SERVICE	57.40	
22564	NM EMPLOYEE HEALTH	551.62	
22565	OFFICE DEPOT, INC	82.98	
CC	ID CREATOR	12.99	
	POLICE TOTAL	**40,308.53**	
	PARKS		
DD	JOHN BOHRER	988.42	PARKS 1801.28 STREETS 737.96
DD	DEREK BRECHBILL	1,614.68	PARKS 1899.53 STREETS 695.28
DD	JACKSON CONRAD	642.20	PARKS 444.00 STREETS 292.00
DD	LAYNE LAAKER	1,909.79	PARKS 1726.33 STREETS 929.56
DD	NATHAN STIER	610.55	PARKS 384.00 STREETS 308.00

22513	BOHN CONSTRUCTION, INC	5,100.00	
22515	HOME DEPOT CREDIT SERVICES	116.76	
22516	MUD	2,733.15	
22521	PORT A JOHNS	112.50	
22522	PRESTO-X	32.07	
22533	CUBBY'S	216.25	
22539	KNUDSEN OIL & FEED	25.00	
22541	NEBRASKA STATEWIDE ARBORETUM	150.00	
22542	ROB'S OIL COMPANY, INC	368.41	
22544	SIMON PLUMBING, INC	32,200.00	
22545	WM CORPORATE SERVICES, INC	652.37	
DD	JOHN BOHRER	1,026.94	PARKS 1801.28 STREETS 737.96
DD	DEREK BRECHBILL	1,647.86	PARKS 1899.53 STREETS 695.28
DD	JACKSON CONRAD	724.02	PARKS 444.00 STREETS 292.00
DD	LAYNE LAAKER	1,909.79	PARKS 1726.33 STREETS 929.56
DD	NATHAN STIER	824.15	PARKS 384.00 STREETS 308.00
22546	DARLAND CONSTRUCTION CO	203,699.00	
22550	GUARDIAN	62.92	
22551	JEO CONSULTING, INC	11,014.38	
22553	OPPD	648.81	
22556	TY'S OUTDOOR POWER & SERVICE	1,602.43	
22557	AT&T	23.11	
22559	CONTROLLED RAIN	780.00	
CC	ADVANCED AUTO PARTS	38.99	
CC	ADVANCED AUTO PARTS	4.51	
	PARKS TOTAL	**271,479.06**	

STREETS

22516	MUD	237.00	
22517	MICHAEL TODD & COMPANY, INC	244.38	
22521	PORT A JOHNS	112.50	
22522	PRESTO-X	32.06	
22533	CUBBY'S	216.25	
22539	KNUDSEN OIL & FEED	25.00	
22540	MICHAEL TODD & COMPANY, INC	13,114.02	
22542	ROB'S OIL COMPANY, INC	368.40	
22546	DARLAND CONSTRUCTION CO	203,699.00	
22550	GUARDIAN	13.45	
22551	JEO CONSULTING INC	3,539.37	
22553	OPPD	5,603.38	
22556	TY'S OUTDOOR POWER & SERVICE	-8.53	
22557	AT&T	23.11	
CC	ADVANCED AUTO PARTS	38.99	
CC	ADVANCED AUTO PARTS	4.52	
	STREETS TOTAL	**227,262.90**	

CITY	**140,357.82**
SEWER	**90,346.86**
LIBRARY	**14,279.94**
POLICE	**40,308.53**
PARKS	**271,479.06**
STREETS	**227,262.90**
TOTAL OF ALL BILLS	**784,035.11**

GENERAL DEPOSITS

3-Oct	DEPOSIT	15,402.00
10-Oct	STATE OF NEBRASKA - HIGHWAY ALLOCATION	27,448.71
10-Oct	OFFICE DEPOSIT	14,798.00
15-Oct	KENO TRANSFER - LIB CROSSWALK SIGNS	12,133.84
14-Oct	DOUGLAS COUNTY GENERAL	17,792.43
14-Oct	DOUGLAS COUNTY BOND	5,072.40
17-Oct	OFFICE DEPOSIT	7,878.00
22-Oct	STATE OF NEBRASKA - SALES TAX	101,289.68
24-Oct	MUD/OFFICE DEPOSIT	69,184.34
31-Oct	OFFICE DEPOSIT	10,768.00
31-Oct	INTEREST	10,852.67
	DEPOSITS TOTAL	**292,620.07**
	DIFFERENCE	**-491,415.04**
3-Oct	*KENO DEPOSIT*	*4,020.54*
10-Oct	*TRANSFER TO GEN FUND - SIGNS*	*-12,133.84*
18-Oct	*KENO DEPOSIT*	*4,600.73*
31-Oct	*INTEREST*	*610.05*
		-2,902.52

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

October 20, 2025
Project No: R090034.13
Invoice No: 165391
Invoice Amount: 10,210.00

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 October 10, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2025 General Engineering			$105,542.50	$95,332.50	$10,210.00
Total			**$105,542.50**	**$95,332.50**	**$10,210.00**

Total Amount Due Upon Receipt : $10,210.00

Outstanding Invoices

Number	Date	Balance
164424	9/12/2025	9,167.50
Total		**9,167.50**

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

Billing Backup

Monday, October 20, 2025

JEO Consulting Group, Inc. Invoice 165391 Dated 10/20/2025 11:25:52 AM

Project R090034.13 Bennington General Engineering

Phase 2025 2025 General Engineering (SID)

Task 001 General Assistance/Meetings

Hours this Invoice

		Hours		Amount	
Borchers, Julie	9/8/2025	1.00	250.00	250.00	
Borchers, Julie	9/10/2025	.25	250.00	62.50	
Borchers, Julie	10/2/2025	.25	250.00	62.50	
Borchers, Julie	10/3/2025	.50	250.00	125.00	
Borchers, Julie	10/9/2025	1.50	250.00	375.00	
Totals		3.50		875.00	
Total Labor					**875.00**

Total this Task **$875.00**

Task 002 Planning & Building Assistance

Hours this Invoice

		Hours		Amount	
Borchers, Julie	9/8/2025	1.25	250.00	312.50	
Callen, John	9/8/2025	.50	270.00	135.00	
Borchers, Julie	9/9/2025	1.75	250.00	437.50	
Borchers, Julie	9/11/2025	2.75	250.00	687.50	
Borchers, Julie	9/12/2025	.50	250.00	125.00	
Borchers, Julie	9/15/2025	.50	250.00	125.00	
Borchers, Julie	9/24/2025	2.00	250.00	500.00	
Borchers, Julie	9/25/2025	.50	250.00	125.00	
Borchers, Julie	10/1/2025	1.00	250.00	250.00	
Borchers, Julie	10/2/2025	2.75	250.00	687.50	
Borchers, Julie	10/3/2025	.75	250.00	187.50	
Borchers, Julie	10/6/2025	.75	250.00	187.50	
Borchers, Julie	10/6/2025	.25	250.00	62.50	
Borchers, Julie	10/7/2025	1.00	250.00	250.00	
Borchers, Julie	10/9/2025	.25	250.00	62.50	
Borchers, Julie	10/9/2025	.25	250.00	62.50	
Totals		16.75		4,197.50	
Total Labor					**4,197.50**

Total this Task **$4,197.50**

Task 004 Sewer System Assistance

Hours this Invoice

		Hours		Amount	
Borchers, Julie	9/9/2025	1.00	250.00	250.00	
Borchers, Julie	9/11/2025	.25	250.00	62.50	
Woodrum, Madison	9/18/2025	7.00	115.00	805.00	
Borchers, Julie	9/19/2025	.25	250.00	62.50	
Borchers, Julie	9/22/2025	.75	250.00	187.50	
Borchers, Julie	9/23/2025	.25	250.00	62.50	

Borchers, Julie		10/1/2025	2.00	250.00	500.00	
Borchers, Julie		10/3/2025	.25	250.00	62.50	
	Totals		11.75		1,992.50	
	Total Labor					**1,992.50**
				Total this Task		**$1,992.50**

Task 005 Drainage/Storm Sewer Assistance

Hours this Invoice

			Hours		Amount	
Borchers, Julie		9/8/2025	1.00	250.00	250.00	
	Totals		1.00		250.00	
	Total Labor					**250.00**
				Total this Task		**$250.00**

Task 006 Street/Bridge Assistance

Hours this Invoice

			Hours		Amount	
Borchers, Julie		9/22/2025	1.00	250.00	250.00	
Borchers, Julie		10/2/2025	.50	250.00	125.00	
Borchers, Julie		10/6/2025	1.25	250.00	312.50	
	Totals		2.75		687.50	
	Total Labor					**687.50**
				Total this Task		**$687.50**

Task 011 The Heritage Replat 6

Hours this Invoice

			Hours		Amount	
Borchers, Julie		9/24/2025	1.50	250.00	375.00	
Borchers, Julie		10/2/2025	.25	250.00	62.50	
Borchers, Julie		10/6/2025	3.75	250.00	937.50	
	Totals		5.50		1,375.00	
	Total Labor					**1,375.00**
				Total this Task		**$1,375.00**

Task 012 Morgan Ridge

Hours this Invoice

			Hours		Amount	
Borchers, Julie		9/22/2025	2.00	250.00	500.00	
Borchers, Julie		9/23/2025	.25	250.00	62.50	
Callen, John		10/3/2025	1.00	270.00	270.00	
	Totals		3.25		832.50	
	Total Labor					**832.50**
				Total this Task		**$832.50**

Total this Phase	**$10,210.00**
Total this Project	**$10,210.00**
Total this Report	**$10,210.00**

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

October 21, 2025
Project No: R231502.03
Invoice No: 165458
Invoice Amount: 225.00

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

Project Manager Eric Casper

Project R231502.03 Bennington Neumeyer Park Soccer Complex

Professional Services through October 3, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Site Design Services	$96,000.00	45%	$43,200.00	$43,200.00	0.00
Hourly to a Maximum Phase(s)					
Environmental Review	$92,000.00		$48,942.50	$48,717.50	$225.00
Total	**$188,000.00**		**$92,142.50**	**$91,917.50**	**$225.00**
			Total Amount Due Upon Receipt :		**$225.00**

Outstanding Invoices

Number	Date	Balance
164384	9/11/2025	7,600.00
Total		**7,600.00**

Email invoices to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

October 10, 2025
Project No: R220296.01
Invoice No: 165129
Invoice Amount: 12,311.50

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 October 3, 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	$85,000.00	0.00
Bidding and Negotiation	$12,000.00	100%	$12,000.00	$12,000.00	0.00
Hourly Phase(s)					
Construction Administration			$46,194.00	$37,710.00	$8,484.00
SWPPP			$3,627.50	$2,542.50	$1,085.00
Construction Staking			$6,497.50	$3,755.00	$2,742.50
Reimbursable Expenses			$697.64	$697.64	0.00
Total	**$150,000.00**		**$207,016.64**	**$194,705.14**	**$12,311.50**

Total Amount Due Upon Receipt : $12,311.50

Outstanding Invoices

Number	Date	Balance
164196	9/5/2025	6,658.75
Total		**6,658.75**

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

October 20, 2025
Project No: R251721.00
Invoice No: 165389
Invoice Amount: 7,606.62

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

Project Manager Julie Borchers

Project R251721.00 Bennington 156th & Bennington Rd Left-Turn Phasing Study

Professional Services through October 10, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Traffic Study	$7,785.00	90%	$7,006.50	0.00	$7,006.50
Hourly Phase(s)					
Reimbursable Expenses			$600.12	0.00	$600.12
Total	**$7,785.00**		**$7,606.62**	**0.00**	**$7,606.62**
			Total Amount Due Upon Receipt :		**$7,606.62**

Email invoices to: clerk@benningtonne.com

Item #3

Special Designated Liquor License – School Foundation

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License # _____ Licensee Name/Non-Profit Organization: Bennington Public Schools Foundation

Event location name: Bennington Legion Hall

Event address/location: 15312 S 2nd St, Bennington, NE 68007

Event Type: Fundraiser

Event date(s):	Jan 16	Jan 17	Jan 17			
Event start time(s):	7:00PM	2:00PM	7:00PM			
Event end time(s):	9:00 PM	4:00PM	9:00PM			

Indoor area to be licensed in length & width: 40 X 40

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 100

Alternate dates/times: NA

Alternate location name/location: NA

Type of alcohol to be served: Beer X Wine _____ Distilled Spirits _____

Event contact name: Megan Schafersman Event contact phone number: 4027197870

Event contact Email: meganschafersman@bennps.org

*Signature Authorized Representative: Megan Schafersman

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as requested above.

_____ _____
Local Governing Body Authorized Signature Date

Non-Profit Organization Application for Special Designated License

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Bennington Public Schools Foundation
NAME OF CORPORATION

36-3880988
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 21 DAY OF October, 2025.

GENERAL NOTARY - State of Nebraska
DARCI L FISCHER
My Comm. Exp. February 9, 2027

NOTARY PUBLIC SIGNATURE & SEAL

Item #4

Conditional Use Permit

Cross Fit Training Facility

Mayor and Council:

At the planning commission meeting on October 29, 2025 there was discussion regarding the parking as well as a proposed update to the hours and staff restrictions that i had recommended in my letter. The changes proposed are acceptable to me as the property owner/developer indicated that there is a location within the development that could have additional parking constructed if needed.

- Class size be limited to no more than five (5) members with a single staff person along with a personal training session with a staff member between the hours of 9 am and 5 pm. Outside of these hours class size be limited to the 10 noted in the operation plan with two staff.
- Access to business for use by members outside of class or schedule meetings is not allowed.

Julie

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

p. 402.443.4661
f. 402.443.3508

142 West 11th Street
PO Box 207
Wahoo, NE 68066

jeo.com

October 22, 2025

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

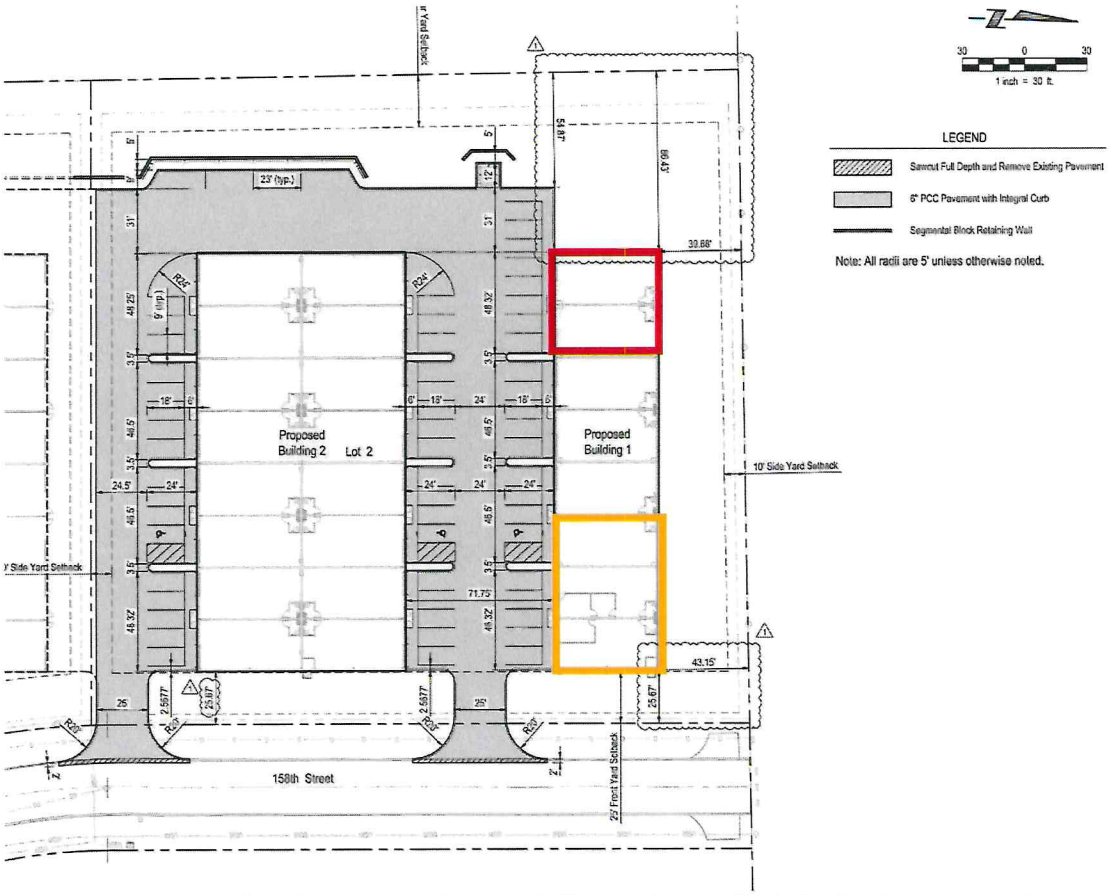
RE: 12756-12758 N 158th Street – Conditional Use Permit, Ascend – Cross Fit
(C-1 Zone with a CUP for Business-Commercial Flex Use)
Bennington, NE
JEO Project No. 090034

Dear Commissioners and Council:

JEO Consulting Group has received a copy of the Conditional Use Permit application and documents for the above referenced property. We have reviewed these documents and would offer the following comments, questions and observations for the Planning Commission's scheduled meeting on October 29, 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-1 (highway commercial) and has an approved Conditional Use Permit for the Business-Commercial Flex Use. The proposed use (CrossFit) is a mix of the Recreational Establishment and Health Club uses as the facility will provide exercise/training with equipment, health coaching and group classes but will not be open for anytime use by the members.
    a. Recreational Establishments and Health Clubs are conditional uses within the C-1 Zoning district and the uses are not excluded under Section 7.19.05 – Facility Activities (for the Business-Commercial Flex Use). It is my opinion that the proposed CrossFit facility is a combination of these uses as defined in the zoning regulations.
2. The site plan provided (and on next page) shows that building is located on the north end of the lot using two of the bays outlined in RED with 8 parking stall out front but the two bays directly across the way only have three stalls so some of the eight are likely for their use as each bay should have access to two or three stalls. (Orange is the batting cage CUP approved in July)
    a. The required parking for the proposed use should consider both the Recreational Facility requirements and the Health Club requirements to see how they compare to those allocated to the units as part of the Business-Commercial Flex use.
        - Recreational Facilities is based on the licensed capacity of the building including staff. For this use, we will use the capacity allowed for the largest class at 10 people/occupants plus the staff for the class. The requirement is "One space for every four persons". This is a low estimate for this use as most members will drive separately.
          10 people + 2 staff / 4 = 3.0 stall = 3 stalls
        - Health Club is based on the gross floor area and the staff on the largest shift. The gross floor area is 2,500 square feet and with current operational plan there will be one staff member but that may grow to two in the future. The parking requirement is "One space per 200 s.f. of gross floor area, plus one space for each employee on peak shift".
          2500 sf/200 + 2 staff = 14.5 stalls – Call 15 stalls
        - The Business-Commercial Flex use parking requirement is "one stall for every 500 sf of gross floor area". For these two bays that would be:
          2,500 sf/500 = 5 stall provided for these two bays.



   b. To allow the use to better match the parking available for the bays, class size would need to be limited to 5 with the single staff member during the hours of 8 am to 6 pm. Outside of those hours class size can increase to 10 with two staff members.
3. The operation plan includes the services with class type/size, employee information and business hours as required.
   a. Hours are 5:30 am to 8 pm Monday to Saturday and closed on Sunday. Classes are generally scheduled before 9 or after 4 but there could be some mid-day classes which would overlap with other business use.
      i. Classes would be staggered to allow one class to leave prior to next class arriving for parking.
   b. Staff at this time is anticipated to be one or two but the plan noted it could grow to four but not all would be on site at the same time.
   c. Maximum class size is planned for 8 to 10 members. An individual coaching session could occur at the same time if scheduling/staffing allows.

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: All services will be provided indoors and should not impact adjacent property use.
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 of adjacent lots nor adjacent undeveloped property. Parking availability could impact adjacent bay renters.
4. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
    a. Engineer's Comment: The site is a lot within a newer subdivision and has access to utilities and streets. See prior section 2.a on parking concerns and recommendation.
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 hours of operation are consistent or slightly earlier/later than other potential users but should not impact traffic on the streets. Members can only attend classes or one-on-one coaching sessions and will not have 24 hour access.
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 services will be provided 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
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
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: New building is under construction and has been reviewed/approved by the Design Review Board so this should not impact any adjacent properties.
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.
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: Not applicable.

I have concerns about the intensity of this use within the development which could be mitigated by the following conditions, if the Conditional Use Permit is recommended for approval:

- Class size be limited to no more than five (5) members with a single staff person between the hours of 8 am and 6 pm. Outside of these hours class size be limited to the 10 noted in the operation plan with two staff.
- Access to business for use by members outside of class or schedule meetings is not allowed.

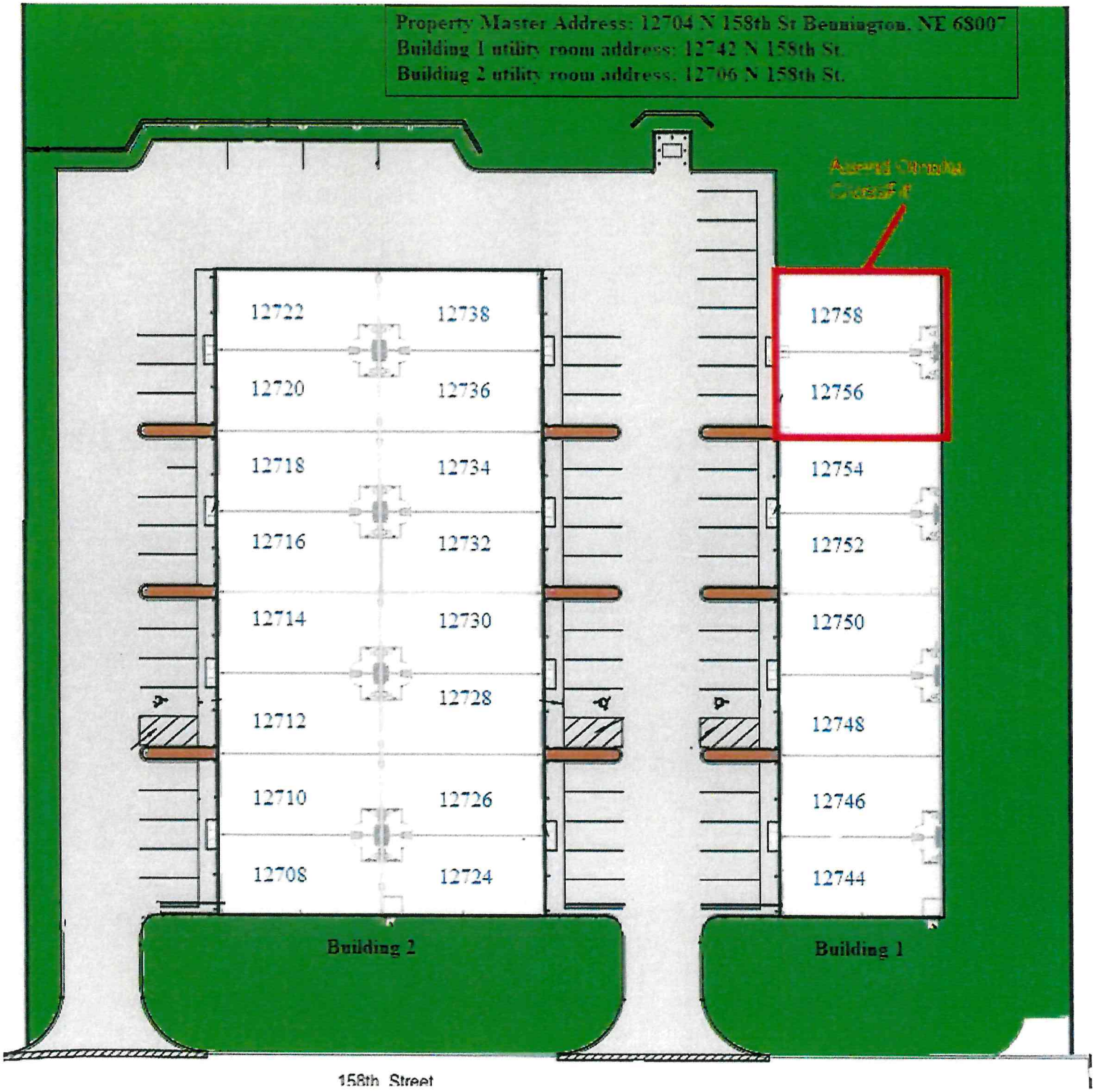
If you have any questions, comments or concerns with any of the statements, please feel free to contact me at 402.443.7483.

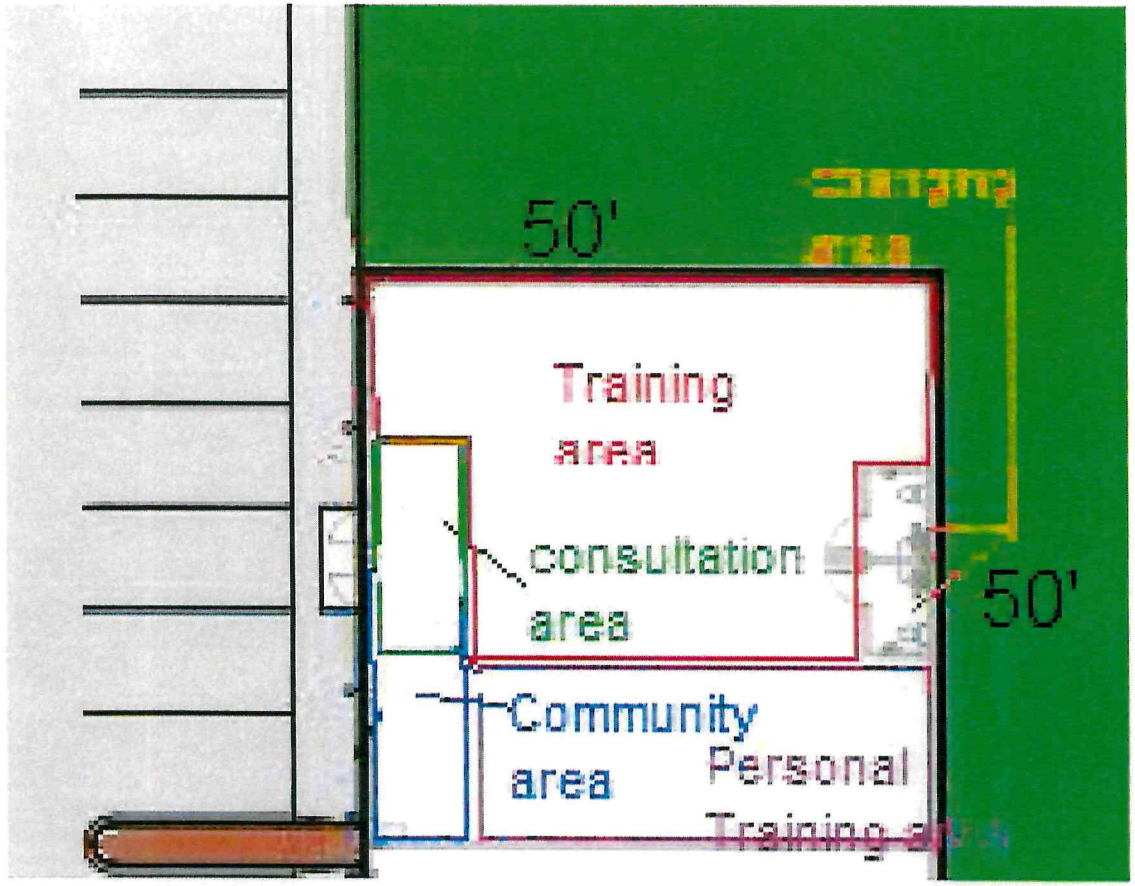
Sincerely,

Julie Ogden, PE
jogden@jeo.com

JAO:jao
Attachment – site map, building plan, 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)
Ben Simons, applicant (ben@ascendomaha.com)
Geoff McGregor, property owner (geoff@mcgregorint.com)


Property Master Address: 12704 N 158th St Bennington, NE 68007
Building 1 utility room address: 12742 N 158th St.
Building 2 utility room address: 12706 N 158th St.
Agency Omaha CrossFit
12722
12738
12720
12736
12718
12734
12716
12732
12714
12730
12712
12728
12710
12726
12708
12724
12758
12756
12754
12752
12750
12748
12746
12744
Building 2
Building 1
158th Street


50'
Training
area
consultation
area
50'
Community
area
Personal

Operations Plan

ASCEND – Fitness and Wellness Recreational Facility
Owner/Founder: Ben Simons

Co-Owner/Coach: Kylie Grause

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1. Facility Overview

ASCEND will operate from a dedicated, leased facility designed for high-performance sports training which is aimed to improve activities such as, as tennis, gymnastics, basketball, track and field, jogging, and swimming and other active recreational activities. The space will include:

- **Training Area**: 1,500sq ft of open-floor layout with CrossFit-standard equipment including barbells, bumper plates, rigs, rowers, bikes, and kettlebells.

- **Personal Training Zone**: 500 sq ft A semi-private area equipped for 1-on-1 coaching and individualized programming.

- **Nutrition & Consultation**:200 sq ft A quiet, professional space for client consultations, progress tracking, and nutrition coaching.

- **Community Area**: 100 sq ft A welcoming space for members to gather pre/post-workout, reinforcing ASCEND's culture of community and accountability.

- **Locker/Changing Area**: 200 sq ft Basic but clean and functional facilities for client convenience.

  Total space = 2,500 square feet.

Facility hours will accommodate both early morning and evening traffic, catering to working professionals, students, and athletes.

---

2. Daily Operations Schedule

Time Slot	Activities
5:30 AM – 9:00 AM	Group Classes (2–3 sessions), Personal Training, instructor lead and supervised physical training group classes
9:00 AM – 12:00 PM	Personal Training, Nutrition Consultations, Admin Work
12:00 PM – 4:00 PM	Midday Group Class
4:00 PM – 7:00 PM	Group Classes (3–4 sessions), Personal Training
7:00 PM – 8:00 PM	Facility Clean-Up, Staff Debrief, Member Follow-ups

Operating Days: Monday through Saturday
Closed: Sundays (reserved for equipment maintenance, staff meetings)

---

3. Staffing Plan

Phase 1 (Launch – Year 1)

- **Ben Simons – Owner/Head Coach**
    - Primary responsibilities: Class instruction, personal training, nutrition coaching, sales, and daily operations.
- **Kylie Grause Co-Owner/Assistant Coach**
    - Will assist Ben from the start-handles scheduling, billing
    - Assist with group classes and help with member onboarding.

Phase 2 (Years 2–3)

- **Part-Time Coach #2**
    - Support Ben/Kylie in managing a growing member base.
    - Potential focus area: Youth fitness, recovery/mobility, or competition training.
- **In-House Nutrition Coach (Contractor or Part-Time)**
    - Support growth of nutrition service offerings.

---

4. Member Onboarding Process

1. **Inquiry Submission (Website/Social Media/Referral)**
2. **Consultation Booking**: Free 15-30 minute fitness & goals assessment.
3. **Trial Class or Intro Package =**
4. **Enrollment into Membership Plan**
5. **Initial Assessment & Goal Setting**
6. **Ongoing Tracking and Quarterly Check-ins**

All members will be added to ASCEND's CRM system for:

- Attendance tracking
- Goal tracking
- Progress photos/logs
- Communication

5. Equipment & Maintenance Plan

Initial Equipment Investment will include:

- Pull-up rigs
- Olympic barbells & bumper plates
- Kettlebells, dumbbells, plyo boxes
- Assault bikes, Concept2 rowers
- Medicine balls, sandbags, sleds
- Mats, whiteboards, jump ropes

6. Compliance & Safety

ASCEND will adhere to all local, state, and industry regulations:

- Liability waivers for all clients
- Certified CPR/AED staff on-site at all times
- Emergency response protocols in place
- Insurance coverage: general liability, property, and professional liability
- Facility safety checks and first aid station accessible at all times

---

7. Growth & Scaling Strategy

Year 1 Focus:

- Establish operational routines

- Achieve core active members

Year 2–3 Expansion:

- Add specialty programs (e.g., youth classes, competitive athlete training)
- Hire full-time coach and/or nutritionist
- Explore a secondary service vertical (e.g., recovery services)
- Increase facility hours and class offerings as demand scales

---

8. Key Metrics for Operational Success

- **Member Retention Rate**: Target 85%+ annually
- **Monthly Revenue Growth**: 5–10% month-over-month
- **Coach-to-Member Ratio**: Maintain optimal group size (1:8-10)
- **Class Capacity Utilization**: Aim for 70–80% per session
-

9. Parking & Accessibility

A seamless arrival experience is essential to ASCEND's member satisfaction and operational flow. The facility will include **ample and convenient parking** to accommodate both peak class times and personal training sessions.

Parking Details:

- **On-Site Parking**: Average Need of **8-10 parking spaces.**
-
- **Class Schedule:** Outside the Typical 9-5 work schedule, with a majority of the classes in the morning (5:30-9am) and evening (3:00-7:00pm). Classes will be scheduled 15 minutes apart to allow for the earlier class to vacate the parking lot before the next members arrive.

- **Signage**: Clear directional signage will be posted for first-time visitors and new members.

- **Staff Parking**: Staff and coaches will park in designated rear or side spots to prioritize front access for members or as directed by the Landlord.

Parking will be monitored during peak hours to ensure efficient use and quick turnover between class slots. As membership grows, ASCEND will work with property management.

Conclusion

ASCEND's operations will be guided by discipline, community, and performance. The plan balances lean startup principles with scalability, ensuring high service quality while positioning the business for long-term success. As membership grows, so will the coaching staff, programming variety, and technological tools, allowing ASCEND to stay responsive and resilient in a competitive market.

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. Applicant email: ben@ascendomaha.com

Date: 9/10/25 E-mail address: geoff@mcgregorint.com

Property Owner's Name: Bennington Contractor Bays, LLC Phone Number: 402-334-2123

Property Address: 12758 & 12756 N 158h Street Bennington, NE 68007

Pursuant to the Bennington Zoning Ordinance, application is herby made for the following proposed use of property or structure: Property is zoned C-1 and has a CUP for Business-Commerical Flex currenlty. Applicant is requesting a CUP for Personal Services. To allow for an indoor cross fit training facility.

Applicant is Ben Simons. owner of Ascend Omaha. which will operate out of the address above.

Legal Description of Property Requested: Applicant Phone #: 402-206-9635

MCGREGOR BRAE LOT 2 BLOCK 0 LOT 2 BUilding #1

Area of Property (square feet or acres): 2.243 acres Lot 2 Current Zoning: C-1 with CUP

area of rental bays is 30,000 sf. (two 25'x50' bays) for contractor bay use

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? NA

The following exhibits are required with this application.

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

Signature of Owner: Applicant Signature:

Mailing Address of Owner: 11750 Stonegate Circle Omaha NE 68164

OFFICE USE ONLY:

Permit No. _____ Fee Paid $ 250.00 Check No. no V# - ASCEND Ben Simons

Date 10-29-25 Approved ☐

Approved with conditions ☒ _____

Denied ☐ Chair, Bennington Planning Commission

Date _____ Approved ☐

Approved with conditions ☐ _____

Denied ☐ Mayor, City of Bennington

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

City Clerk

Supplemental information from Applicant

The space we're considering is ideal — both in terms of layout and location — and has great potential to support a thriving CrossFit training facility.

As someone who competed on a team that came just three spots shy of qualifying for the CrossFit Games, I can confidently say it's one of the most impactful and rewarding sports I've ever been part of. I'd love the opportunity to share that passion and experience with others in our community.

It would be an honor to introduce the Sport of CrossFit to Bennington and help foster a healthy, active community.

Benjamin Simons (Applicant)

We believe the Health Club definition was intended for businesses such as Anytime Fitness, Genesis Health Clubs, YMCA, or Gold's Gym. These businesses sell memberships that allow patrons to use the facility on their own during all open hours—essentially an "open gym" model—which creates a significantly higher parking demand.

By contrast, a CrossFit is limited to small, scheduled group classes that members must sign up for in advance. This structure inherently manages parking demand, while class times are often held outside of typical 9–5 business hours.

Importantly, CrossFit is a recognized sport. Athletes train in specific movements that overlap with and support multiple sports (including Olympic lifting and gymnastics), but CrossFit itself is a sport with local, regional, national, and international competitions, culminating in the CrossFit Games (https://games.crossfit.com/). While not every sport is listed in the Recreational Facility definition, the examples provided are illustrative, not exhaustive, and should not be interpreted as excluding sports such as CrossFit.

For these reasons, we believe a CrossFit facility clearly aligns with the Recreation Facility category just like Baseball training. We are confident we can address the Board's parking concerns through both the limited class sizes and the scheduling of classes outside of peak business hours.

Item #5

Conditional Use Permit

Motor Vehicle

Collision Facility

October 22, 2025

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

RE: Gerber Collision & Glass – Conditional Use Permit, Motor Vehicle Collision Facility
McGregor Brea Replat 1, Lot 2
Bennington, NE
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. We have reviewed these documents and would offer the following comments, questions and observations for the Planning Commission's scheduled meeting on October 29, 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, Section 7.02 (parking) regulations and Section 7.09 (landscaping/screening).

Site & Operation Plan Comments

1. The zoning for the site is C-1: Highway Commercial with a HO: Highway Protection Corridor Overlay District and the proposed use (Motor Vehicle Collision Repair Facilities) requires a conditional use as noted in 5.10.03 paragraph F.
2. An Administrative Replat is in process for this development which would adjust the lot lines to match those shown in the application. An initial review and comments have been provided back to the SID/Developer.
    a. The administrative plat will be completed and filed prior to execution of the Conditional Use Permit.
    b. Stormwater detention for this lot is provided by the existing basin on outlot A and no additional detention is required.
3. The site plan provided shows that building is located on McGregor Brea Replat 1, Lot 2 which is apportion of original lots 3 & 4. The building location, size, access, parking and other features are shown on the plan.
    a. The required parking is split between two categories based on the building uses which are Commercial Uses: Body Repair is 4 parking spaces per repair stall and Office Space one space per 200 square feet (gross).
        14 service stalls * 4 spaces per stall = 56 stalls
        1,468 s.f. * 1 stall/200 s.f. = 7.34 stalls – CALL 8 stalls
        Total Stalls required = 64 stalls
        Accessible Stalls required are 3 of which one must be Van Accessible
        - The site plan currently provides 50 parking stalls outside and 14 additional stalls are provided inside (the repair stalls). (the site plan noted calculations using Automotive Repair Services not the body repair noted above).
        - A solid PVC fence is shown in the building concepts as the screening for the parking area where vehicles in the process of repair will be stored. (as required under 5.10.06.C.ii)
    b. Building information/concepts were provided for review with the application, a formal review by the Design Review Board (DRB) will be required prior to issuance of the building permit for the site.
        i. A landscaping plan for the site is required under the Highway Corridor Overlay and must be submitted for review by the DRB.

this is now attached
see last page

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC
p. 402.443.4661
f. 402.443.3508
142 West 11th Street
PO Box 207
Wahoo, NE 68066
jeo.com

4. The operation plan includes a history of the business, their hours for repairs (M-F) and pick up only on Saturday with an estimated 15 employees at this location. The plan also describes how vehicles are brought to the site, moved around the site and how the business will operate.

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: All services will be provided indoors and should not impact adjacent property use. Any temporary storage of vehicles in the process of repairs shall be screened.
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 of adjacent lots nor adjacent undeveloped property.
4. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
   a. Engineer's Comment: The site is a lot within a newer subdivision and has access to utilities and streets. The site will provide parking as required by Section 7.02 for the Motor Vehicle Body Repair Use.
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 hours of operation for repair work is Monday to Friday. Pick up only may be available on Saturdays.
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 services will be provided 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
8. *The use shall not involve any malodorous gas or matter, which is discernible on any adjoining lot or property.*
   a. Engineer's Comment: All painting operations will be done within an enclosed area inside the building with appropriate filters on exhaust.
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: New building will be reviewed/approved by the Design Review Board so this should not impact any adjacent properties.
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 parking will be provided on site to limit impacts to access.
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: Not applicable.

I would recommended the Conditional Use Permit for approval with the following conditions:

- The administrative plat is completed and recorded prior to execution of the Conditional Use Permit Agreement.
- An access easement, if needed, be provided to Lot 1, McGregor Brea Replat 1 to allow for maintenance of the storm water basin. This should be shown on the administrative plat.
- Landscaping plans are submitted for review prior to the public hearing by the City Council. The fence used for screening of the outdoor parking matches or blends with the finishes approved by the Design Review Board.

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
Attachment – site map, building plan concepts, operation plan

cc: Kevin Hand, Bennington City Administrator (PO Box 221, Bennington NE 68007)
Jeff Miller, Young and White Law Offices (8742 Frederick Street, Omaha, NE 68124)
Dave Herbeck, applicant (dave@herbeckdevelopment.com)
Geoff McGregor, Developer (geoff@mcgregorint.com)

BUILDING DATA:

- TOTAL BUILDING AREA: 16,510 SF
- CONSTRUCTION TYPE: II-B
- OCCUPANCY: B, BUSINESS & S-1, MODERATE HAZARD STORAGE

SITE DATA:

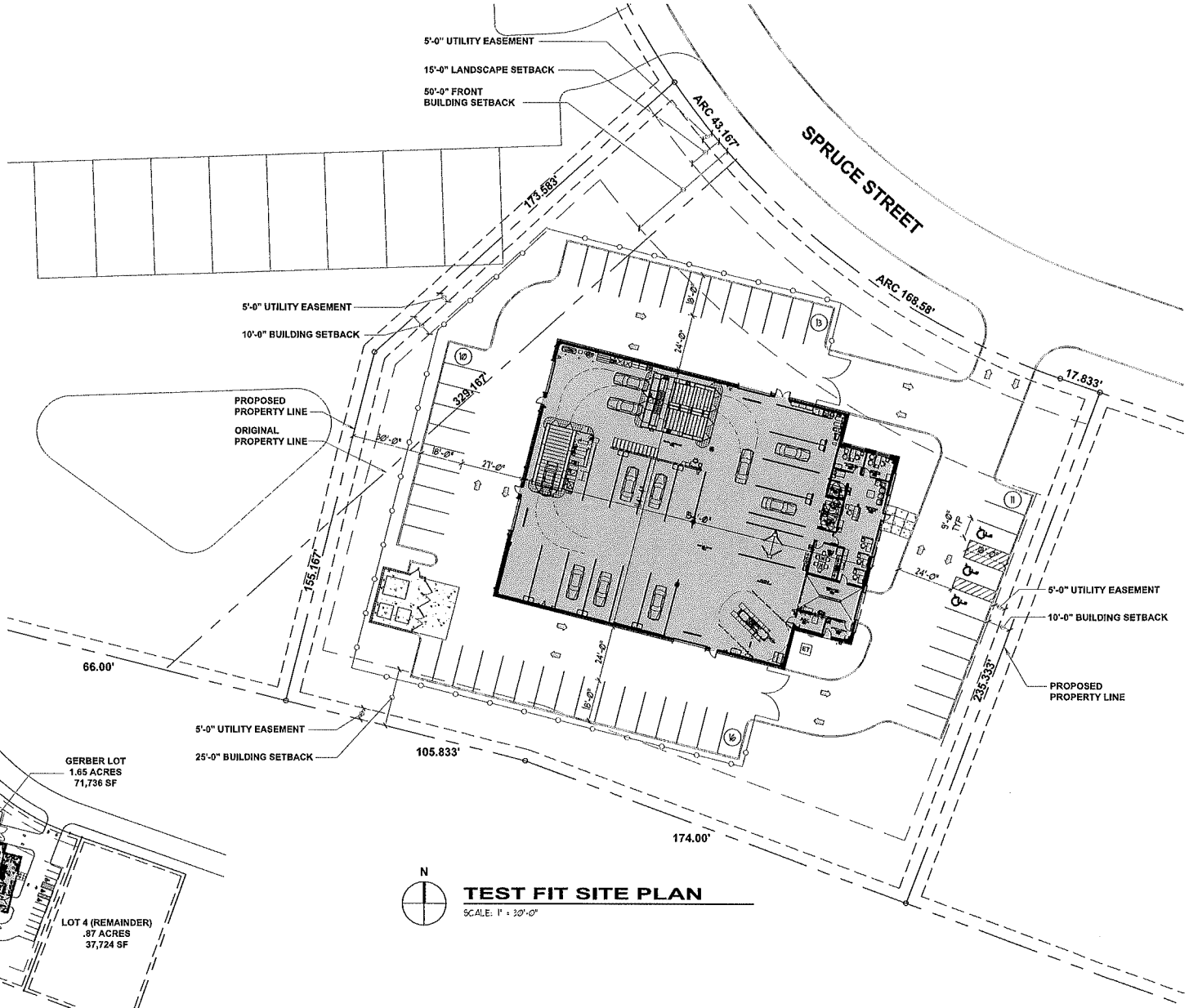
- SITE AREA: 1.65 ACRES (71,736 SF)
- ZONING: C-1 HIGHWAY COMMERCIAL
- ZONING USE: AUTOMOBILE REPAIR

SETBACK REQUIREMENTS

BUILDING
- FRONT: 25'-0" (NO PARKING) 50'-0" (WITH PARKING)
- REAR: 25'-0"
- SIDE: 10'-0"

LANDSCAPE
- FRONT: 5'-0"
- REAR: NONE
- SIDE: NONE

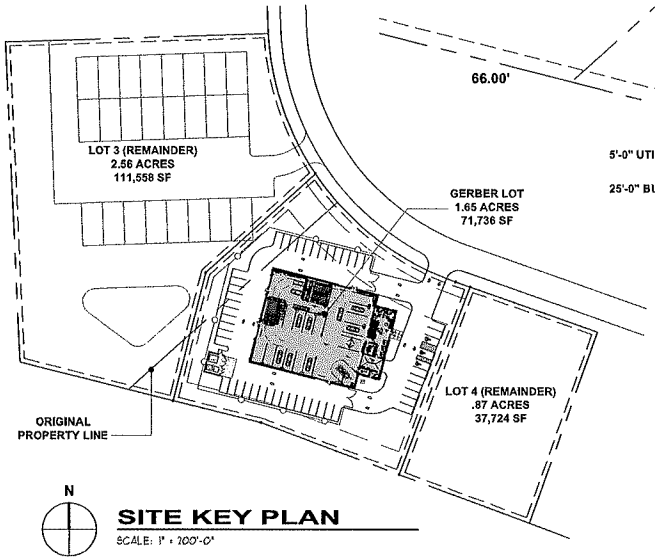
PARKING REQUIREMENTS
- 3 SPACES PER SERVICE BAY = 3 X 14 = 42 PARKING SPACES
- 1/200 SF OFFICE = 1,468 SF / 200 SF = 8 PARKING SPACES
- ** TOTAL PARKING SPACES REQUIRED = 50 SPACES
- PARKING PROVIDED: 50 SPACES (INCLUDING (3) ACCESSIBLE PARKING SPACE)
- TYPICAL PARKING SPACE SIZE: 9'-0" x 18'-0"
- TWO-WAY DRIVE AISLE = 24'-0"



N

TEST FIT SITE PLAN

SCALE: 1" = 30'-0"



N

SITE KEY PLAN

SCALE: 1" = 100'-0"

DSDH Development
Gerber Collision & Glass
Spruce Street - Bennington, NE
September 15, 2025 | project 2025-121

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563
P: 630.357.2023 • cvgarchitects.com



DSDH Development
Gerber Collision & Glass
Spruce Street - Bennington, NE
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ARCHITECTS



DSDH Development
Gerber Collision & Glass
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September 15, 2025 | Project 2025 - 121

charles vincent george
ARCHITECTS

Gerber Collision and Glass - Operation Plan

Gerber Collision was founded in 1937 by Chicago native Phil Gerber. Boyd Automotive acquired Gerber in 2004. Nearly 90 years since its inception, the company has now grown from that single Chicago shop to now being a part of 1,000+ locations making it the 2nd largest Collision and Glass business in North America.

Gerber is a body, glass and paint facility offering services including vehicle body repair, frame straightening, fender and bumper repair, vehicle painting, paint repair, in-store and mobile glass repair and replacement, calibration and alignment services and the sale of ancillary vehicle parts and services related to such repairs. Gerber does not offer any services related to engine repair and/or maintenance. All engine repair services are conducted by offsite 3rd party facilities.

This particular unit will average 6 incoming vehicles per day. Nearly all incoming damaged vehicles are delivered via rollback tow trucks. When the vehicles are brought to Gerber, they are immediately dropped behind the screening/security fence. The vehicles are assessed as to the extent of damage with the repair estimate then sent to the corresponding insurance provider. Vehicles brought to Gerber for repair are directed there by an insurance company. If the insurance company deems the vehicle to be a total loss, that vehicle is immediately sent to a salvage yard. No damaged vehicles waiting for repair are stored outside the fence. Customers are never allowed to be in the exterior queuing area.

The typical repair time for a vehicle is 1-7 days. Occasionally a repair will take longer due to the extent of the damage and/or lead time for parts. Gerber does not stock parts inside or outside the building. Damaged parts are taken away by the appropriate recycling vendor. The facility does not store, for instance, tires, bumpers, or any other vehicle parts inside or outside the building. There is no reusing of any damaged parts.

The interior of the building has 14 service stalls along with one paint spray booth and two prep booths. Gerber cannot service vehicles beyond 10,000 pounds or Class 2. Example of 10,000 pounds would be the typical F-250 size truck. Nothing larger. Vehicles enter and exit the building via overhead doors. The doors are only open when vehicles are moving in or out. They are otherwise closed throughout the day to ensure a clean environment for repairs. This also mitigates service noise from escaping. The facility has fire suppression including inside the paint booth. Paint technology has advanced to the point where the paint is now water based thus eliminating the smells of years past. Gerber uses a Garmet USA paint booth which has industry leading filtration ensuring the cleanest possible environment inside and outside. Customers are never allowed in the shop area of the building.

Gerber maintains a strong commitment to environmental stewardship across all of the more than 1,000 locations. The company contracts with GMG Envirosafe to perform quarterly audits of each shop to ensure that not only are all federal, state, and local regulations are being met, but also to foster a culture of safety for the employees and the environment. All locations are required to have spill kits. In reality, fluid leaking from a vehicle at a Gerber location is rare. Most fluids associated with a vehicle collision are lost at the accident scene. If an incidental release occurs during routine operations, the spill kits will address the issue. The building also has an oil/water separator. And, the paint booth has internal spill containment. Because Gerber doesn't provide engine service or repair, there simply are only extraordinarily small amounts of fluids on site.

The typical Gerber site is 2 acres or less. The nature of the business requires only a limited amount of parking area for vehicles behind the fence which are in the queue for repairs. Because of the very small number of customer visits, only a few customer parking stalls are needed in front of the building. These aspects limit the amount of needed pavement on the site.

The facility is open Monday – Friday 8:00 am – 5:00 pm. A few locations are open Saturday morning for customer pickup only. Vehicle repair operations are not conducted on Saturday or Sunday. At full capacity there will be 15 employees on site.

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: 9-27-25 E-mail address: dave@herbeckdevelopment.com

Property Owner's Name: DSDH GERB, LLC (Property under contract) Phone Number: 920-428-9028

Property Address: Spruce St.

Pursuant to the Bennington Zoning Ordinance, application is herby made for the following proposed use of property or structure: A "Motor Vehicle Collision Facility" offering services including body repair, frame straightening, fender and bumper repair, vehicle painting and paint repair, in store and mobile glass repair and replacement, calibration and alignment, sale of ancillary vehicle parts and services related to such repairs, outdoor storage of damaged vehicles in a repair queue if stored behind a six foot non see through fence. No repair or paint operations shall be conducted outside the building.

Legal Description of Property Requested:
A portion of Lot 3 and a portion of Lot 4 McGregor Brae Plat

Area of Property (square feet or acres): 1.65 acres Current Zoning: C-1

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? $2,600,000

The following exhibits are required with this application.

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

Signature of Owner: David Herbeck Digitally signed by David Herbeck DN: cn=David Herbeck, o, ou, email=dave@herbeckdevelopment.com, c=US Date: 2025.09.27 08:05:15 -05'00'

Mailing Address of Owner: 9251 Willow Ln. Fremont, WI 54940

OFFICE USE ONLY:

Permit No. _____ Fee Paid $ 500.00 Check No. 1210 Slush Fund
Date 10-29-25 Approved ☐
Approved with conditions ☒ X
Denied ☐
Chair, Bennington Planning Commission

Date _____ Approved ☐
Approved with conditions ☐
Denied ☐
Mayor, City of Bennington

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

29 CFR 1910.38-1910.39
EMERGENCY ACTION, SPILL RESPONSE, and FIRE PREVENTION PLAN

TABLE OF CONTENTS

I. PURPOSE

II. EMERGENCY ACTION PLAN

III. SPILL RESPONSE PROCEDURE

IV. FIRE PREVENTION PLAN

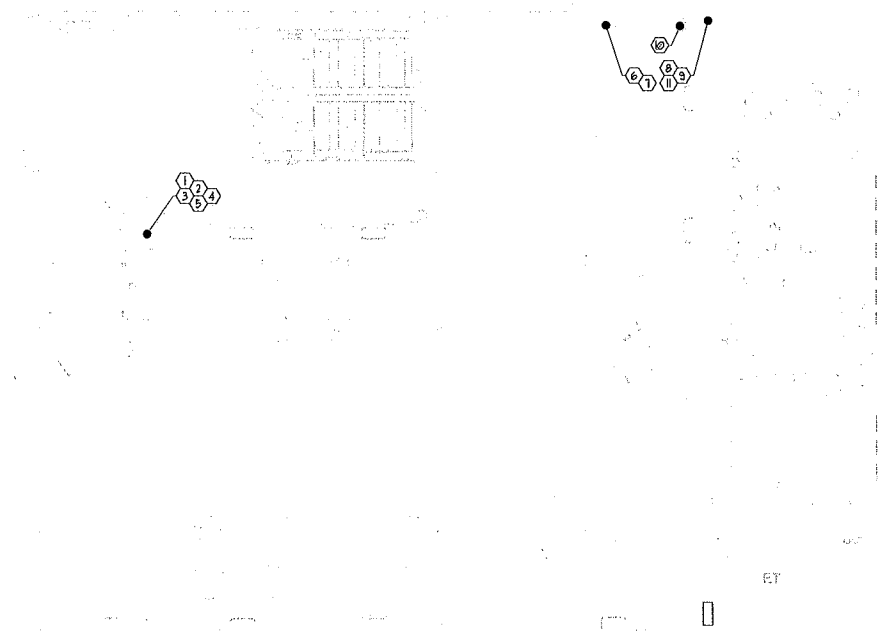
V. TRAINING

VI. RECORDKEEPING

VII. APPENDIX

A. Spill Incident Report

Full document can be provided upon request as its on file with application.



N

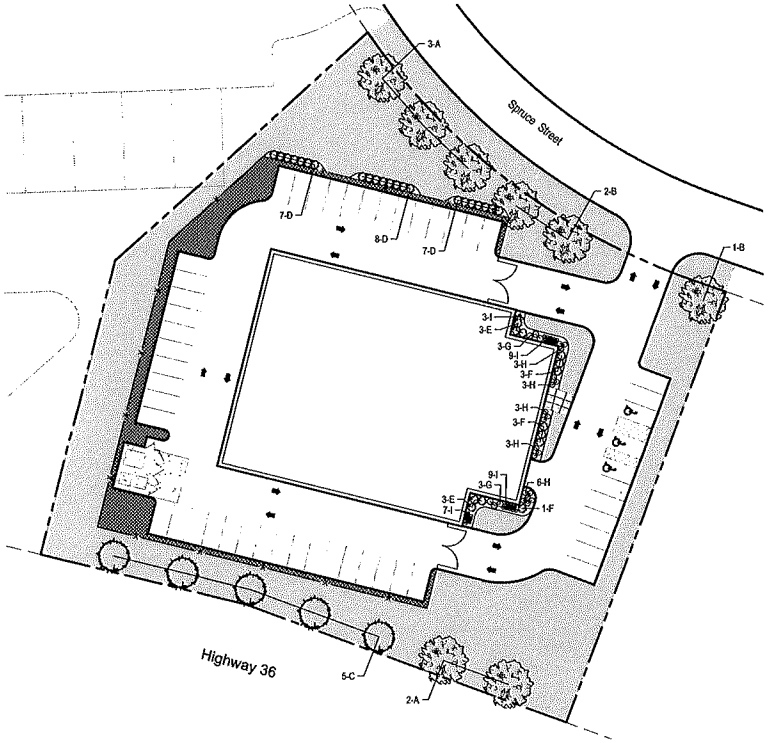
HAZARDOUS MATERIALS STORAGE PLAN

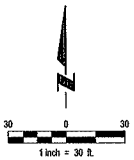
SCALE: 1/16" = 1'-0"

⊗	HAZARDOUS MATERIALS INVENTORY												
TAG	CHEMICAL NAME & COMMON / TRADE NAME	PHYSICAL STATE L = LIQUID S = SOLID G = GAS P = PURE M = MIXTURE	QUANTITY & CONTAINER SIZE LBS = POUNDS GAL = GALLONS CUFT = CUBIC FT	NFPA 704 HEALTH HAZARD 0-4	NFPA 704 FIRE HAZARD 0-4	NFPA 704 REACTIVITY (STABILITY) HAZARD 0-4	NFPA 704 SPECIAL HAZARD 0-4	IFC/IBC HAZARD CLASSIFICATION	SITUATION S = STORAGE U/O = USE-OPEN U/C = USE-CLOSED	CHEMICAL ABSTRACT SERVICE NUMBER (CAS)	LOCATION IN BUILDING	STORAGE CODE: A-R PRESSURE CODE: 1-3 TEMP CODE: 4-6	STORED / USED IN: FSB = FULLY SPRINKLERED BUILDING FSC = FLAMMABLE STORAGE CABINET HMSC = HAZARDOUS MATERIALS STORAGE CABINET HMGC = HAZARDOUS MATERIALS GAS CABINET FSR = FLAMMABLE STORAGE ROOM FSW = FLAMMABLE STORAGE WAREHOUSE FUDR = FLAMMABLE USE & DISPENSING ROOM CA = CONTROL ROOM / AREA
1	PPG ENVIROBASE SOLVENT-BASE PAINT	L, M	25 GAL	3	3	0	N/A	IB FLAMM	U/O	SEE SDS	MIX ROOM	F, 1, 4	FSR
2	PPG ENVIROBASE SOLVENT-BASE PAINT	L, M	5 GAL	2	3	0	N/A	IC FLAMM	U/O	SEE SDS	MIX ROOM	F, 1, 4	FSR
3	PPG ENVIROBASE WATER-BASE PAINT	L, M	5 GAL	3	2	1	N/A	II COMB	U/O	SEE SDS	MIX ROOM	N, 1, 4	FSR
4	PPG ENVIROBASE WATER-BASE PAINT	L, M	45 GAL	2	1	0	N/A	IIIB COMB	U/O	SEE SDS	MIX ROOM	N, 1, 4	FSR
5	LACQUER THINNER	L, P	10 GAL	4	3	0	N/A	IB FLAMM	U/O	SEE SDS	MIX ROOM	F, 1, 4	FSR
6	ANTIFREEZE	L, M	5 GAL	2	1	0	N/A	IIIB COMB	U/O	111-21-1 & 65-85-0	BODY DEPT	N, 1, 4	FSC
7	MOTOR OIL	L, M	5 GAL	1	1	0	N/A	IIIB COMB	U/O	64742-54-7	BODY DEPT	N, 1, 4	FSC
8	ACETYLENE	G, P	250 CUFT	0	4	3	N/A	FLAMM GAS	U/O	74-86-2	BODY DEPT	L, 2, 4	FSB
9	OXYGEN	G, P	250 CUFT	0	0	0	OX	OXIDIZING	U/O	7782-44-7	BODY DEPT	L, 2, 4	FSB
10	ARGON / CO2	G, M	250 CUFT	0	0	0	N/A	NON-FLAMM GAS	U/O	7440-37-1 & 124-38-9	BODY DEPT	L, 2, 4	FSB
11	NITROGEN	G, P	250 CUFT	0	0	0	N/A	NON-FLAMM GAS	U/O	7727-37-9	BODY DEPT	L, 2, 4	FSB

DSDH Development
Gerber Collision & Glass
Spruce Street - Bennington, NE
September 24, 2025 | project 2025-121

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563
P: 630.357.2023 • cvgarchitects.com





PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	5	Acer x freemanii Celebration	Celebration Maple	2"	B&B
B	3	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
C	5	Picea glauca	Black Hills Spruce	6'-7'	B&B
D	22	Juniperus cheninsis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
E	6	Taxus x media 'Densiformis'	Dense Yew	3 Gal.	Cont.
F	7	Hydrangea paniculata	Little Quick Fire Hydrangea	3 Gal.	Cont.
G	6	Hosta x 'Francee'	Francee Hosta	2 Gal.	Cont.
H	18	Hosta x 'Liberty'	Liberty Hosta	2 Gal.	Cont.
I	25	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbell	2 Gal.	Cont.

TREE NOTE:
Landscape contractor shall coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

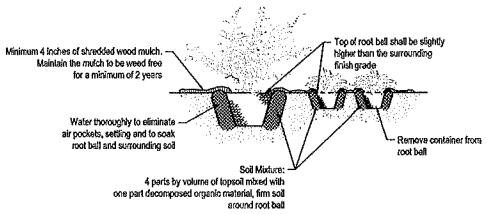
LEGEND:

- Areas to be installed with sod & irrigation.
- Areas to be installed with minimum 3" of river rock with weed barrier fabric.

Section 7.09: Landscape Requirements and Fence and Retaining Wall Regulations

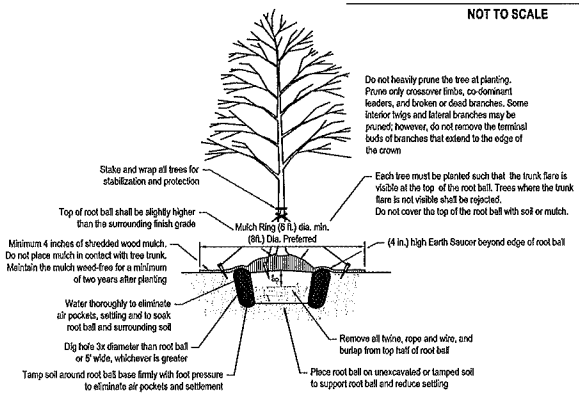
7.09.01 (B)(iv) A minimum of one tree, of a minimum of two-inch caliper, shall be planted for every 40 lineal feet or fraction thereof.
Required = 13 trees Provided = 13 trees

7.09.01 (F)(i) Off-street parking lots, as defined in 7.09.01 (E), and other vehicular use areas shall have at least (5) percent of the total area utilized for parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections of this Ordinance and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.
Required = 1,271 SF (5% of 25,427 SF) Provided = 2,753 SF



SHRUB & PERENNIAL PLANTING DETAIL

NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

1. Irrigation bid to include meter pit and city utility fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Contractor to coordinate work with other amenities contractors.

SODDING NOTES:

1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
4. The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gulled or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
7. In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
8. Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

SEEDING NOTES:

1. Seeding shall be Supertarf II no rye (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
2. Matting shall be installed over all seeding areas (S75 - NAG Single Net Straw Matting OR EQUIVALENT).
3. Contractor to coordinate work with other amenities contractors.

Nebraska 811 — know what's below. Call before you dig. Dial: 811

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
12909 M3 Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3895
www.eacg.com
State of NE Certificate of Authorization #CA0006
E & A CONSULTING GROUP, INC. Engineering Answers

GERBER COLLISION & GLASS
BENNINGTON, NEBRASKA

CONDITIONAL USE PLAN
LANDSCAPE PLAN

No.	Revisions	Date	Description
1			

Proj No: M2025.252.001
Date: 09/18/2025
Designed By: MAT
Drawn By: MAT
Scale: 1" = 30'
Sheet: 1 of 1

Item #6

Final Plat

Rainwood Square

October 22, 2025

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

RE: Rainwood Square – Final Plat
JEO Project No. 090034

Dear Commission and Council Members:

JEO Consulting Group has received a copy of the final plat documents for the above referenced subdivision. We have reviewed these documents in accordance with Article 3, Section 5 of the subdivision regulations and would offer the following comments, questions and observations for the Planning Commission's scheduled meeting.

Final Plat & Subdivision Agreement

1. The final plat for Rainwood Square is substantially the same as the preliminary plat except that a portion of Rainwood Road ROW was vacated and included in the plat as outlot D for stormwater/drainage conveyance and storage. The plat includes twelve (12) commercial lots and four (4) outlots. The plat includes the required information except as noted below:
    a. Update the signature blocks as noted on the attached final plat. References should be to the City of Bennington, not Omaha or Gretna.
    b. Information (book and page) is needed for all existing easements, even if they will be released. Easements to be recorded under separate document, should be noted as such.
2. The city would like the developer to provide a 10 foot wide pedestrian/trail easement along the south property line of Outlot D where the ROW is 100 feet wide. The attached final plat shows the area I am referring to.
    a. The developer/SID will not be responsible for this future trail construction since it is not currently shown on a park or trail master plan.
3. The lots appear to meet the minimum width and area for the C-1 zoning district. Setbacks noted match that of the district also except that the street side yard setback is the same as the front yard setback.
4. This development is planned to be funded with a new SID. A lot-owners or business owners association will need to be created for maintenance of the outlots and any common facilities.
5. The City Attorney, Jeff Miller, is working on the subdivision agreement.
6. In review of the Source and Use of Funds:
    a. The total general obligation costs are shown at about 4.77%, which is on the higher end but acceptable thus far.
    b. The cost share payments for water main pioneering, sanitary sewer outfall cost share (to Morgan Ridge SID), Rainwood Road cost share (to Douglas County) are included – fees to be updated as the development progresses.
    c. The park fee is not a general obligation cost, it is paid by the developer. Please change the SUF spreadsheet and a column for developers costs.
    d. Property acquisition costs are the responsibility of the developer, including any vacated ROW acquired.

Waiver Request

1. No waivers have been requested with this application.

Re-Zoning

1. This was approved with the preliminary plat to be a C-1, Highway Commercial District.
2. As a reminder, landscape buffers on the proposed development are required against residentially or agriculturally zoned property.
    a. An exhibit showing what will be constructed is required as an attachment to the subdivision agreement.

Utilities (sanitary sewer and water)

1. The water main and natural gas service will be designed and installed by MUD
2. Coordination with the Morgan Ridge Development on the outfall sanitary sewer should continue and that outfall sewer should be extended to the south property line at the Rainwood Road intersection to allow for future extension to the south.
3. The internal sanitary sewer (all 8" centered in streets B, C & D) will connect to the outfall sewer at 156th Street.
4. Construction plans for internal and external sanitary sewer shall be submitted to the City Engineer for review and approval prior to construction.

Streets

1. A traffic impact study was provided for the development, here are our comments:
    a. The traffic study noted that 156th Street Access will be a full movement location and that a future signal at the access point with 156th Street but as per the County comment letter on the preliminary plat (comment #10) this will become a right in right out access point with future improvements. The traffic study should be updated accordingly.
    b. The access to Rainwood Road will remain a full access intersection unless otherwise noted by Douglas County.
    c. On page 10 the study notes other projected traffic volumes and references Hanover Falls, May 2023. This is located at 156th and State Street, how does traffic from it impact this location?
        i. There is a residential development adjacent to Morgan Ridge called Hagen Hills which could be considered.
2. A geotechnical report for the development has been provided which outlines the requirements for grading operations and compaction and subgrade preparation under paving. It did not specifically discuss utility trenches and that should be addressed in the project specifications.
    a. The subgrade recommendations noted proof-rolling the subgrade to review compaction and while that would be an acceptable initial test, the city will require compaction testing to the city of Omaha construction standards on the project.
3. All access points to Rainwood Road and 156th Street shall meet County access rules and will require a permit from the county for the connection. As per the note on the plat no lots would have direct access either Rainwood Road or 156th Street.

4. Construction plans for paving improvements shall be submitted to the City Engineer for review and approval prior to construction.
5. The sidewalk exhibit shows the sidewalks internal to the development. Dimensions as noted should be added to the exhibit for the subdivision agreement.
    a. With the paving plans, the curb ramps should be included in the construction plans so that they meet ADA Standards. The city has had issues with lot owners not constructing them to meet standards.

Drainage/Storm Sewer

1. An updated drainage study was provided addressing comments made on the preliminary plat. The comments JEO has on the drainage study are:
    a. Prior comments on the study have been addressed.
    b. Per the comments at the preliminary plat public hearing, the developer needs to coordinate with the property owner to the north on the storm drainage outlet and flow to the north from the development to make sure that the flow remains in the existing ditch until it reaches the creek.
2. Construction plans for storm sewer and PCSMP Basins shall be submitted to the City Engineer for review and approval prior to construction.

If you have any questions, comments or concerns with any of the statements, please feel free to contact me at 402.443.4661.

Sincerely,

Julie Ogden, PE
jogden@jeo.com

JAO:jao
Enclosures: final plat documents with comments

cc: Kevin Hand, Bennington City Administrator (PO Box 221, Bennington NE 68007)
Jeff Miller, Young and White Law Offices (8742 Frederick Street, Omaha, NE 68124)
Brett Shald/Joe Foley, Foley-Shald (14503 Grover Street Ste 102, Omaha, NE 68154)

TODD PFITZER
DOUGLAS COUNTY ENGINEER
15505 West Maple Road
Omaha, Nebraska 68116-5173
402-444-6372
Fax: 402-444-6244
engineer@douglascounty-ne.gov

Ms. Mindi Laaker
City Clerk
City of Bennington
15512 Warehouse Street
Bennington, NE 68007

RE: October 29, 2025 PLANNING COMMISSION MEETING

Dear Ms. Laaker:

The Douglas County Engineer's Office submits the following review comments regarding the agenda items scheduled for discussion before the Planning Commission Meeting on October 29, 2025.

Item 5) Rainwood Square (Final Plat)

1. Proposed site grades along the southern and eastern boundaries of the platting, adjacent to 156th Street and Rainwood Road, must be coordinated with the future improvement of those roadways. The consultant will be required to submit cross section information, for review purposes, that shows the relationship of the proposed site grading to the existing and future 156th Street and Rainwood Road improvements. Certification of the grade coordination will be required prior to the City of Bennington's approval of the final plat.
2. It should be noted on the plat that direct access to 156th Street or Rainwood Road, from the adjacent lots or outlots, will not be permitted.
3. Vacation of public right of way on north side of Rainwood Road must follow state statutes and the drainageway must be located in an SID outlot. The vacation process must be completed prior to Douglas County Engineer's signing of the final plat.
4. Storm sewer design computations and final plans must be submitted to this office for review that relate to the handling of roadway and site drainage along the development boundary adjacent to 156th Street and Rainwood Road.
5. The proposed street connections from the development to 156th Street and Rainwood Road will require permits from this office and must meet proper sight distance criteria and incorporate intersection improvements as required by current City/County Access Policy. The cost of the roadway improvements for the street connections, if required, will be the responsibility of the developer. The sight distance criteria to be used in the evaluation, of the driveway connections, will be AASHTO Stopping Sight Distance for 50 MPH design (425').
6. CAD files for the final plat shall be submitted to the Douglas County Engineer's Office for review.
7. Any grading, temporaray construction access, sewer or utility work, sidewalk, landscaping, ADA curb ramps or any other improvements carried out in conjunction with this development, in 156th Street and Rainwood Road right-of-ways, will require a permit(s) from this office.
8. It should be noted on the plat that Street "D", to 156th Street from the site, will be restricted to right-in/right-out vehicular turning movements at the time that 156th Street is upgraded to a 4-lane section with raised medians.
9. A westbound right turn lane along Rainwood Road at Street "A" is required. A Douglas County ROW permit will be required for this work.

10. A southbound right turn lane along 156th Street at Street "D" is required. A Douglas County ROW permit will be required for this work.
11. The Rainwood Square SID shall enter into an agreement with Douglas County and SID 623 for the construction of a traffic signal at 156th Street and Rainwood Road. It is unlikely that a signal would be allowed or installed at the Street D connection to 156th Street, as it is designated as a future right in/right out access and alternate signalized routes would be available.
12. The Rainwood Square SID shall enter into an agreement with SID 623 for the construction of a southbound right turn lane along 156th Street at Rainwood Road.
13. The Rainwood Square SID shall provide reimbursement to SID 623 for their prorata share of the completed Rainwood Road Phase 1 grading improvements adjacent to the Development.
14. The Rainwood Square SID shall enter into an agreement with Douglas County for their share of the future Rainwood Road Phase 2 improvements adjacent to the Development.

Rainwood Square Traffic Impact Study

1. The study says that a traffic signal at the Development's Street "D" connection to 156th Street will be warranted. Street "D" is noted as a future right in/right out connection. A signal would not be allowed at this location.
2. The study states that an eastbound left turn lane and westbound right turn lane will be constructed with Rainwood Road paving project. The turn lanes are not currently included in the Rainwood Road Agreement or paving plans. Agreements will be needed to add any recommended improvements.
3. The study states that Morgan Ridge is will install a traffic signal and southbound right turn lane at 156th Street and Rainwood Road. There are no agreements currently in place for these improvements. An agreement will be needed for any recommended improvements.

Other Rezoning, Conditional Use, and Special Use Permits

No comments offered.

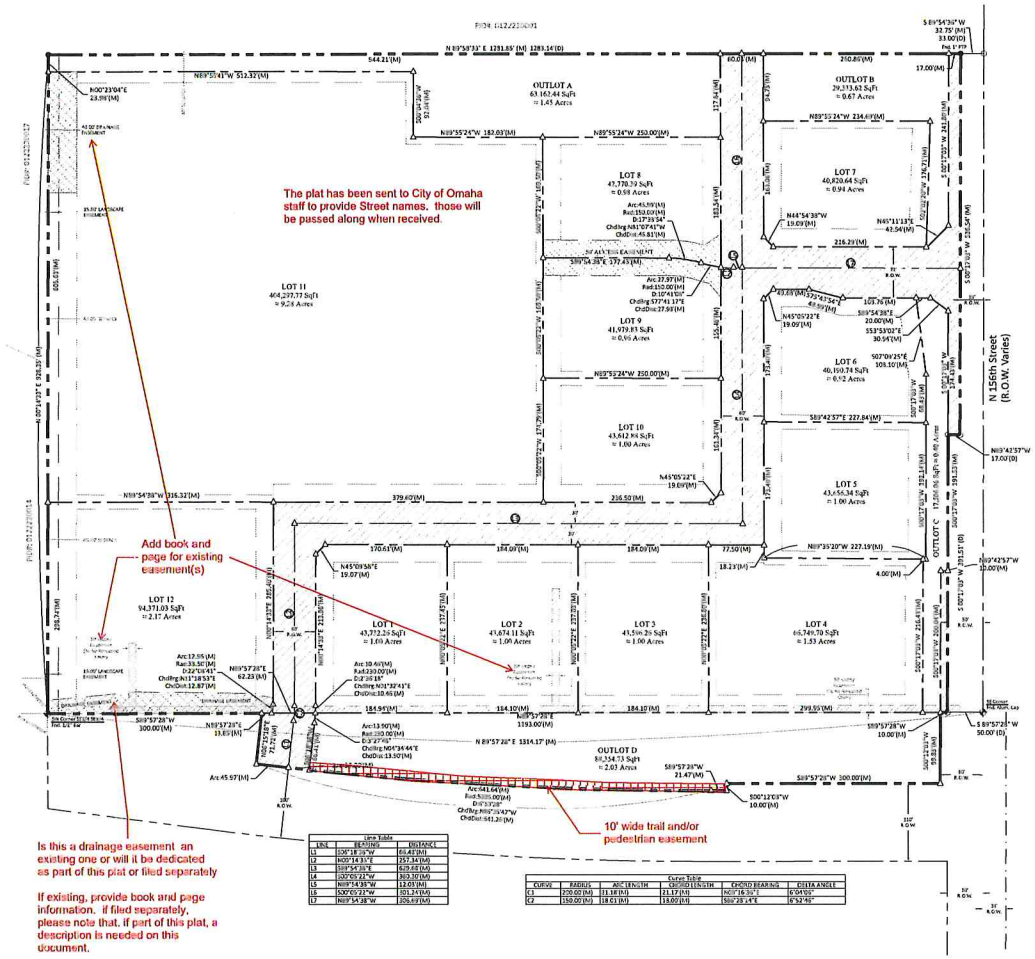
If you have any questions concerning the above, please contact this office.

Sincerely,

Jeffrey T. Scherzberg, PE
Design Engineer

RAINWOOD SQUARE

LOTS 1 THRU 12 & OUTLOTS "A" THRU "D", FINAL PLAT
IN PART OF THE NW 1/4 OF THE SW 1/4 AND ALSO PART OF THE
SW 1/4 OF THE NW 1/4 OF SECTION 25, T16N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA



Line Table		
LINE	BEARING	DISTANCE
L1	S00°18'39"W	65.43'(M)
L2	N00°14'33"E	257.34'(M)
L3	S89°54'38"E	629.68'(M)
L4	S00°05'22"W	360.30'(M)
L5	N89°54'38"W	132.01'(M)
L6	S00°05'22"W	101.24'(M)
L7	N89°54'38"W	205.69'(M)

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	200.00'(M)	31.18'(M)	31.17'(M)	N03°16'31"E	8°55'05"
C2	150.00'(M)	18.61'(M)	18.60'(M)	S86°28'14"E	6°52'46"

PROPOSED R.O.W.
ACCESS EASEMENT
DRAINAGE EASEMENTS

C-1 ZONING SETBACK TABLE

FRONT YARD	: 25 FEET *
SIDE YARD	: 10 FEET **
STREET SIDE YARD	: 25 FEET
REAR YARD	: 25 FEET

*IF PARKING IS PRESENT IN THE FRONT YARD, FRONT YARD SETBACK IS 50 FT
**SIDE YARD ADJACENT TO RESIDENTIAL ZONED PROPERTIES SHALL BE 40 FT FROM JOINT PROPERTY LINE

SECTION CORNER TIES
Sec. 15 T16N R12E

SE Corner
Fnd. Alum. Cap
W - 31.02' - PK Nail/Washer PP
NE - 157.31' - PK Nail/Washer CMP
E - 51.55' - PK Nail/Washer PP
SE - 134.40' - Copper Plug PCP

SW Corner SE1/4 SE1/4
Fnd. 1/2" Bar
N - 7.53' - PK Nail FP
E - 125.11' - "X" Nails in PP
S - 31.59' - 5/8" Rebar
W - 16.87' - 5/8" Rebar

NOTES:
1) ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.
2) ALL DISTANCES ON ARCS ARE ARC MEASUREMENTS UNLESS OTHERWISE NOTED.
3) ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
4) LOTS 1 THRU 12 ARE ZONED (PROPOSED) C-1 (HIGHWAY COMMERCIAL DISTRICT).
5) OUTLOTS "A", "B", "C", AND "D" ARE FOR STORM WATER MANAGEMENT.
6) HORIZONTAL CONTROL IS BASED ON SARPY/DOUGLAS LDP. VERTICAL CONTROL IS BASED ON NAVD88.
7) DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO N 156TH STREET OR RAINWOOD ROAD FROM ANY LOTS WITH FRONTAGE ALONG SAID ROADWAYS
8) SET MONUMENTS WILL BE A 5/8" X 2' REBAR WITH LSC #502 UNLESS OTHERWISE NOTED
9) STREET "_____" WILL BE RESTRICTED TO RIGHT-IN/RIGHT-OUT TURNING MOVEMENTS AT THE TIME THAT 156TH STREET IS UPGRADED TO A 4 LANE DIVIDED SECTION WITH RAISED MEDIANS

Bennington, Douglas County

SURVEYOR'S CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502 , DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS, MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT, AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY. I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS

RAINWOOD SQUARE, LOTS 1 THRU 12 AND OUTLOT "A" THRU "C", INCLUSIVE, BEING A PLATTING THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4) OF SECTION FIFTEEN (15), TOWNSHIP SIXTEEN (16) NORTH, RANGE ELEVEN (11) EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND INCLUDING A TRACT OF LAND OF VACATED RAINWOOD ROAD RIGHT OF WAY, LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION TWENTY TWO (22), TOWNSHIP SIXTEEN (16) NORTH, RANGE ELEVEN (11) EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED BELOW;

BEGINNING AT SW CORNER OF SE 1/4 OF SE 1/4 OF SAID SECTION 15, THENCE N00°14'33"E, ON THE WEST LINE OF SAID SE 1/4 OF SE 1/4 OF SECTION 15, FOR A DISTANCE OF 928.35 FEET TO A POINT; THENCE N89°58'38"E, FOR A DISTANCE OF 1281.85 FEET TO A POINT 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4 OF SECTION 15; THENCE S00°17'03"E, AND PARALLEL TO THE EAST LINE OF SAID SE 1/4 OF SECTION 15 FOR A DISTANCE OF 536.54 FEET TO A POINT; THENCE N89°42'57"W, FOR A DISTANCE OF 17.00 FEET TO A POINT PARALLEL TO THE EAST LINE OF SAID SE 1/4 OF SECTION 15; THENCE S00°17'03"W, AND PARALLEL TO THE EAST LINE OF SAID SE 1/4 OF SECTION 15, FOR A DISTANCE OF 391.51 FEET TO THE SOUTH LINE OF SAID SE 1/4 OF SECTION 15 ALSO BEING THE NORTH LINE OF SAID NE 1/4 OF SECTION 22; THENCE S89°57'28"W, AND ALONG THE NORTH LINE OF SAID NE 1/4 OF SECTION 22, FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE S00°12'03"W ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4 OF SECTION 22, FOR A DISTANCE OF 59.83 FEET; THENCE S89°53'35"W, AND PARALLEL TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 22, FOR A DISTANCE OF 300.00 FEET; THENCE S00°06'10"W ON A LINE 360.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4 OF SECTION 22, FOR A DISTANCE OF 10.00 FEET; THENCE S89°53'35"W, AND PARALLEL TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 22, FOR A DISTANCE OF 21.47 FEET; THENCE ON A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 641.64 FEET, A RADIUS OF 5335.00 FEET, A CHORD BEARING OF N86°39'40"W, AND A CHORD LENGTH OF 641.26 FEET; THENCE N05°11'25"E, FOR A DISTANCE OF 71.72 FEET, TO THE NORTH LINE OF SAID NE 1/4 OF NE 1/4 OF SECTION 22; THENCE S89°57'28"W, ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4 OF SECTION 15 FOR A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

SAID TOTAL PLAT OF RAINWOOD SQUARE HAS AN AREA OF 1,276,969.436 SQUARE FEET, OR 29.315 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SIGNED THIS _____ DAY OF _____, 2025.

THOMAS B. CATLETT L.S. #502
CATLETT SURVEYING
13450 S. 150TH COURT
BENNET, NE 68317

APPROVAL OF BENNINGTON PLANNING COMMISSION

THIS PLAT OF RAINWOOD SQUARE, LOTS 1 THRU 12 AND OUTLOTS "A" THRU "D", HAS BEEN SUBMITTED AND APPROVED BY THE BENNINGTON PLANNING COMMISSION

THIS _____ DAY OF _____, 20__

CHAIRMAN, OMAHA CITY PLANNING BOARD

Bennington

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

_____ DAY OF _____, 20__

DOUGLAS COUNTY TREASURER

APPROVAL OF BENNINGTON CITY COUNCIL

THIS PLAT OF RAINWOOD SQUARE, LOTS 1 THRU 12 AND OUTLOTS "A" THRU "D", WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BENNINGTON, NEBRASKA

THIS _____ DAY OF _____, 20__

(MAYOR)

ATTEST: _____
(CITY CLERK)

OWNER'S CERTIFICATION

THESE PRESENTS, THAT "TERRANOVA EQUITIES I, LLC", THE OWNER(S) OF RECORD OF THE REAL ESTATE SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, REPLATTED AND DESIGNATED AS "RAINWOOD SQUARE" (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, IN THE CITY OF GRETNA, SARPY COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, REPLATTING, DESIGNATION AND DEDICATION OF SAID SUBDIVISION FOR PUBLIC USE, WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), Cox COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, ON THIS _____ DAY OF _____, 2025.

OWNER: TERRANOVA EQUITIES I, LLC

_____
GENE GRAVES: MEMBER/MANAGER FOR
TERRANOVA EQUITIES I, LLC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
} ss
COUNTY OF DOUGLAS }

ON THIS _____ DAY OF _____, 2025 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY CAME TO ME, GENE GRAVES (MEMBER/MANAGER FOR TERRANOVA EQUITIES I, LLC) WHO IS KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

_____
NOTARY PUBLIC

LIEN HOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED, HOLDER OF THAT CERTAIN DEED OF TRUST AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS "RAINWOOD SQUARE" (HEREINAFTER "PLAT"), SAID DEED OF TRUST BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. _____ (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY EASEMENTS, STREETS, ROADS, ACCESS EASEMENTS, AND RELINQUISHMENTS OF ACCESS DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

FOUNDATION ONE BANK (TRUSTEE AND BENEFICIARY) :
4141 N. 156TH STREET, SUITE 101
OMAHA, NE 68116-1440

By: _____

(LORI BICKFORD, VICE PRESIDENT - COMMERCIAL LENDING, FOUNDATION ONE BANK)

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
} ss
COUNTY OF DOUGLAS }

ON THIS _____ DAY OF _____, 2025 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON BEHALF OF SAID LORI BICKFORD, VICE PRESIDENT - COMMERCIAL LENDING, FOUNDATION ONE BANK

MY COMMISSION EXPIRES THE _____ DAY OF _____, 20____ . WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

_____
NOTARY PUBLIC

APPROVAL OF Bennington City Engineer — reviewed and

THE PLAT OF RAINWOOD SQUARE, LOTS 1 THRU 12 AND OUTLOTS "A" THRU "D", WAS APPROVED BY THE ~~CITY OF BENNINGTON, NEBRASKA~~ Bennington City Engineer

_____ _____
CITY ENGINEER DATE

REVIEW BY DOUGLAS COUNTY ENGINEER

THIS PLAT OF RAINWOOD SQUARE, LOTS 1 THRU 12 AND OUTLOTS "A" THRU "D", WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE.

_____ _____
DOUGLAS COUNTY ENGINEER DATE

CATLETT
LAND SURVEYING
BENNET, NEBRASKA 402-274-7255 - 402-217-7816
WWW.CATLETTSURVEYING.COM

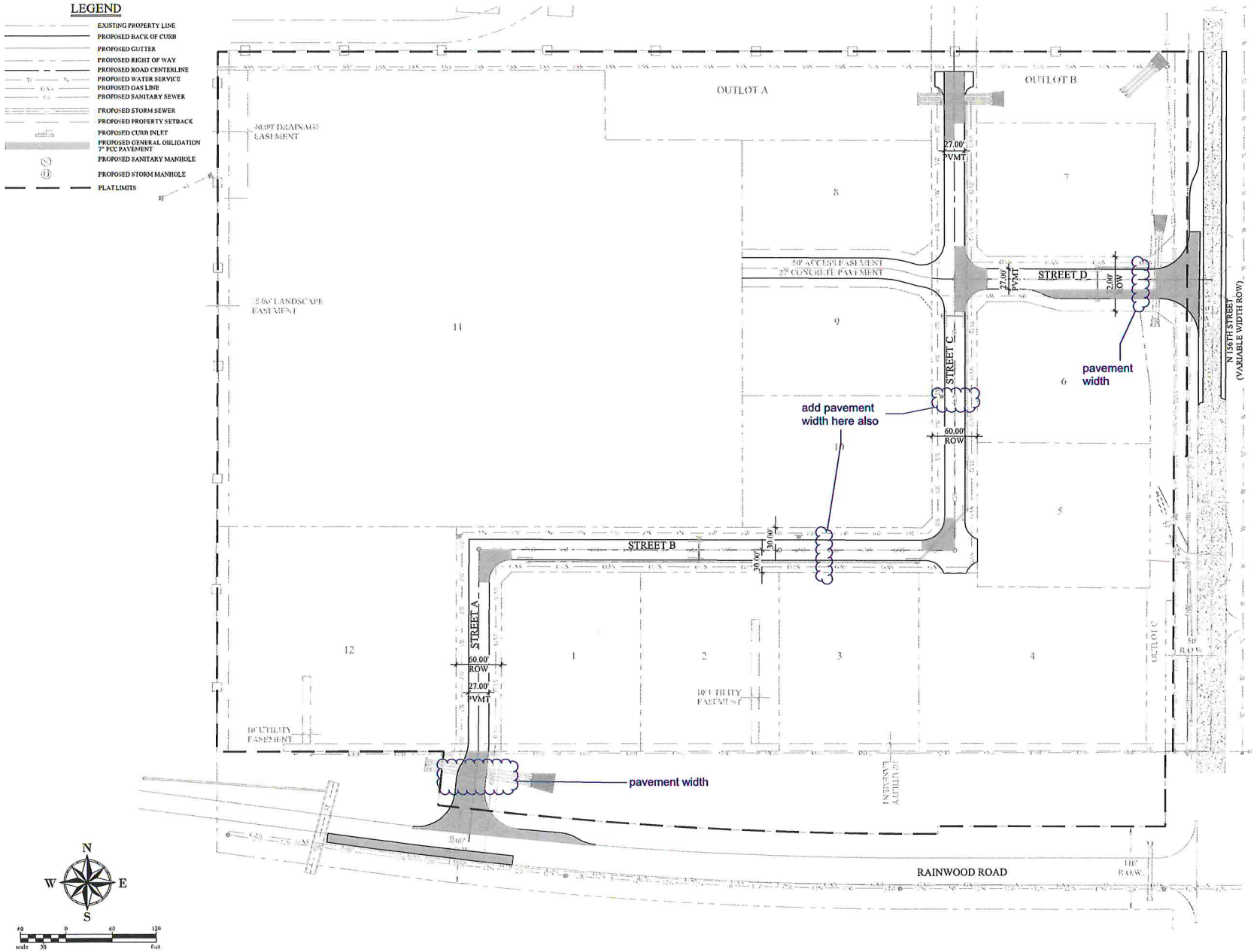
0 80 160

RAINWOOD SQUARE
LOTS 1 THRU 12 & OUTLOTS "A" THRU "D", FINAL PLAT
IN PART OF THE NW 1/4 OF THE SW 1/4 AND ALSO PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, T16N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

LEGEND

- Δ - SET 5/8"x24" CAPPED REBAR (LSC#502)
- ⊕ - SECTION CORNER (AS NOTED)
- ◆ - FOUND SURVEY MONUMENT (AS NOTED)
- ○ - CALCULATED POINT
- CTP - CRIMPED TOP PIPE
- OTP - OPEN TOP PIPE
- M - MEASURED DISTANCE
- R - RECORDED DISTANCE
- C - CALCULATED DISTANCE
- BOUNDARY LINE
- SETBACK LINES

Drawn By: PC/JS
Checked By: TC/PC
Field:
Project:
Drawing: 09/18/25
Revised: 03/26/25
Revised: 05/12/25
Scale: 1" = 80'
Sheet 1 of 1



FoleyShald ENGINEERING
3920 S. 147TH STREET, SUITE 200 | OMAHA, NE 68144

REVISIONS

NUMBER	DATE	DESCRIPTION

Rainwood Square

Bennington, NE

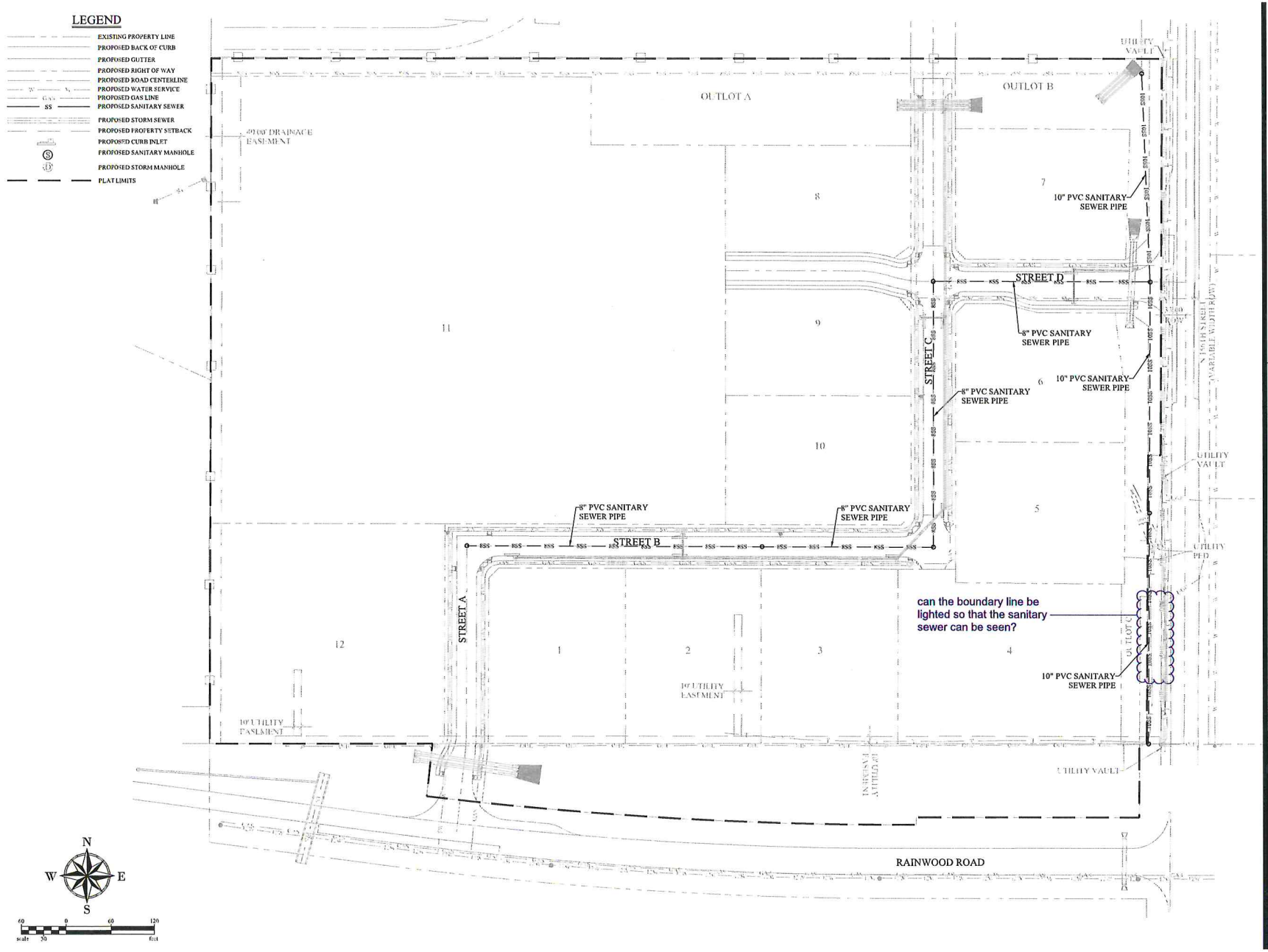
FSE: CA-4197
FSE #: 115.001

September 22, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Paving Plan

Exhibit C



FoleyShald ENGINEERING
3930 S. 147TH STREET, SUITE 200 | OMAHA, NE 68144

REVISIONS

NUMBER	DATE	DESCRIPTION

Rainwood Square

Bennington, NE

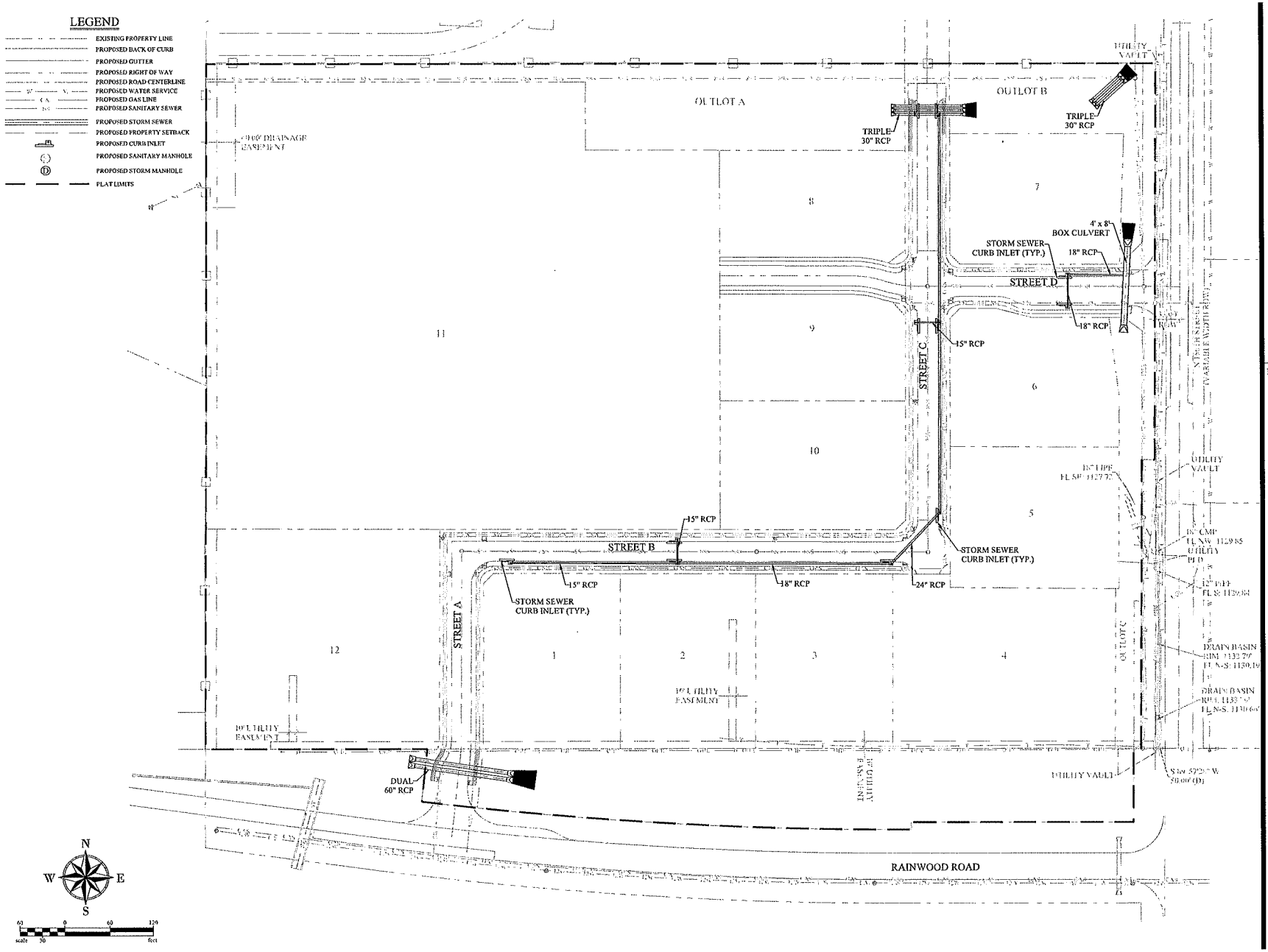
FSE: CA-4197
FSE #: 115.001

September 22, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Sanitary Sewer Plan

Exhibit D



FoleyShald ENGINEERING
3930 S. 147TH STREET, SUITE 200 | OMAHA, NE 68144

REVISIONS

NUMBER	DATE	DESCRIPTION

Rainwood Square

Bennington, NE

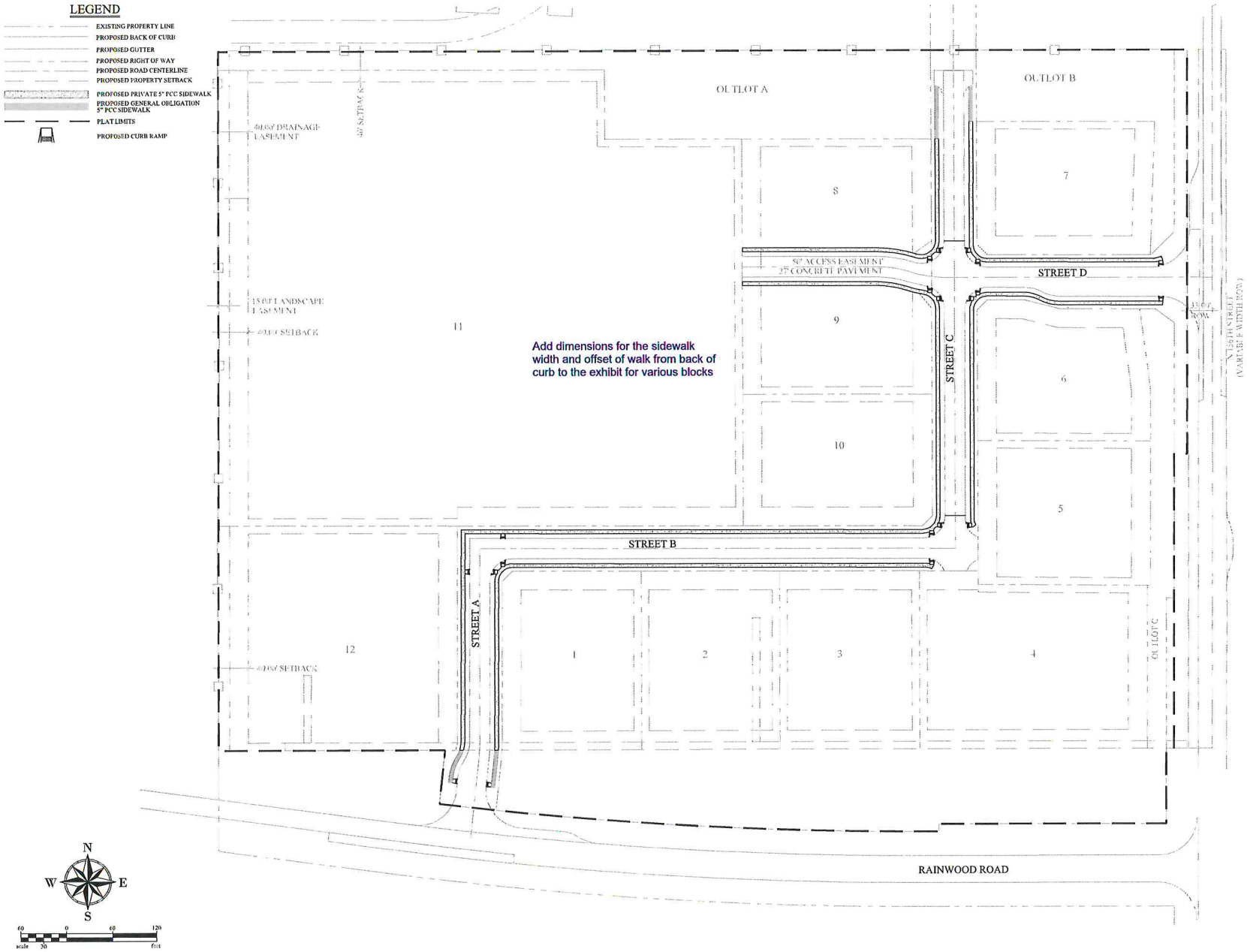
FSE: CA-4197
FSE #: 115.001

September 22, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Storm Sewer Plan

Exhibit E



FoleyShald ENGINEERING
3930 S. 147TH STREET, SUITE 200 | OMAHA, NE 68144

REVISIONS

NUMBER	DATE	DESCRIPTION

Rainwood Square

Bennington, NE

FSE: CA-4197
FSE #: 115.001

September 22, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Sidewalk Plan

Exhibit F

APPLICATION FOR A FINAL PLAT

City of Bennington, NE

NOTE: Form must be filled out completely before the City will accept this application for processing, please print or type.

OFFICE USE ONLY:
Receipt Number: #1001
Fee Paid $ 697.75
Final Plat #: 9-30-25

Date: 09/29/2025

SUBDIVIDER:
Name: Terranova Equities I, LLC
Address: 3803 N 153rd Street, suite 201, Omaha, NE

Phone Number: 402-614-9100
E-Mail: gene.graves@gravesdevelopment.com

OWNER:
Name: Terranova Equities I, LLC
Address: 3803 N 153rd Street, suite 201, Omaha, NE

Phone Number: 402-614-9100
E-Mail: gene.graves@gravesdevelopment.com

AGENT (Authorized to act on behalf of Subdivider):
Name:
Address:

Phone Number:
E-Mail:

ANY OTHER ASSOCIATES:
Name:
Address:

Phone Number:
E-Mail:

LEGAL DESCRIPTION & GENERAL LOCATION:

NW 156th and Rainwood Road

NAME OF FINAL PLAT Rainwood Square NUMBER OF LOTS: 12 + 4 outlots

1. Does the subdivider have any interest in the land surrounding the final plat? Yes ☐ No ■
   If yes, please describe the nature of such interest:

2. Will the final plat require any zoning or other action (rezoning, planned development, conditional use or vacations) to complete the development? Yes ■ No ☐ If yes, please describe the nature of such action:
   Rezoning to C1
3. The final plat is based upon the preliminary plat for Rainwood Square approved by the City Council on _____
4. Is the final plat consistent with the approved preliminary plat? Yes ■ No ☐ If not, please explain the proposed change(s) and the reasons for the change:

5. Have all the improvements required by the preliminary plat approval been completed? Yes ■ No ☐ (Please check the Planning Commission's letter indicating the approval of the preliminary plat) If not, which improvements have not been completed:

Signature of Owner or Agent: Eugene J Graves Date: 9/30/25

FoleyShald Engineering

3930 S 147th Street, Suite 200
Omaha, NE 68144
T:402.804.3993

August 5, 2025

JEO - Consulting
City of Bennington – Consulting Engineer
15505 Warehouse Street
Bennington, Nebraska 68007

Re: Rainwood Square
Preliminary Plat – Comment Response
FSE #: 115.001

Dear Ms. Ogden:

We are responding to the review comments provided for the Rainwood Square Preliminary Plat submittal on 05/27/2025. We are submitting revised plans to address comment prior to submittal of the final plat documents:

Below are responses to the numbered comments that were provided by the city:

1.The preliminary plat for Rainwood Square includes twelve (12) commercial lots and three (3) outlots. The plat includes the required information except as noted below:

a. Legal description of the boundary of property included in plat.

b. Street side yard set back is the same as the front yard. Correct the setback table accordingly.

Street side yard has been updated per comment

2. The lots appear to meet the minimum width and area for the C-1 zoning district. Setbacks noted match that of the district also except that the street side yard setback is the same as the front yard setback.

Street side yard updated per comment

3. The access road between lots 8 and 9 is on an easement. Consideration should be made to have this roadway be placed in row (private road) or created as an alley as the easement reduces the usable width for lot 9 to be less than the minimum lot width.

a. Setbacks for the lots should also provide some separation between the access road and the lot improvements.

Easement has been updated to 50' to increase allowable distance from drive

4. This development is planned to be funded with a new SID. A lot-owners or business owners association will need to be created for maintenance of the outlots and any common facilities.

understood

5. The City Attorney, Jeff Miller, will be working on a draft copy of the subdivision agreement for the final plat submittal.

understood

6. In review of the Source and Use of Funds:

a. The total general obligation costs are shown at about 3.8%, which is acceptable thus far.

b. It appears that the cost share reimbursements for water main pioneering, sanitary sewer outfall cost share (to Morgan Ridge SID), Rainwood Road cost share (to Douglas County) are included – fees to be updated as the development progresses.

c. There is a utility relocation fee – what is that for?

This is for probable utility relocations along 156th street, likely power pole relocations.

d. Park fee for commercial property is $1,754 per acre. The amount shown in the SUF document does not appear to be correct – this is paid by the developer and not the SID so it should not impact the viability of the SID.

Park fee has been updated per comment

Re-Zoning

1. The Developer is requesting to re-zone the property C-1, Highway Commercial District.

2. The property is currently outside of the corporate limits and is zoned TA-Transitional Agriculture. The Future Land Use Map, as recently updated, within the City's Comprehensive Plan, designates this parcel as Commercial with some residential on the northwest portion. Zoning the entre property to commercial does not conflict with the city's future vision for the area.

3. The property to the west is zoned R-3 (medium density residential) and the property to the north is TA (transitional agriculture). Both properties are being used for residential purposes. That will require landscape buffers on the proposed development.

a. Section 4.09.05 of zoning regulations requires that lot setbacks for commercial or industrial property adjacent to residential property be increased to 40 feet and include a landscaped buffer. The fence requirement in this section appears to only apply to industrial property. This increased setback applies to Lots 11 & 12.

Increased setback has been added along the west and north lines, setback is from the existing property line.

b. Landscaping plans, meeting the requirements of Section 7.09 of the zoning regulations will be required with the final plat submittal.

Landscape plan will be included with the final plat submittal

Grading & Erosion Control

1. *The grading plan does not show creating building pad sites for the lots and additional grading will be required upon improvement of each lot.*
   Correct
2. *How will the steep slope along the western boundary be stabilized?*
   Erosion control plans will be finalized during grading design, but the preliminary erosion control plan for the plat, exhibit F, calls for straw erosion blanket and seeding to stabilize the slope.
   a. *Do these grades coordinate with the post development grades for Morgan Ridge?*
      Both projects tie-in with existing grades along the shared boundary line. Rainwood road grades and location were received from coordination with E&A. proposed grades in the north west corner account for a short drainage easement to carry flow from the Morgan ridge detention outlet structure to the drainage swale along the north property line.

3. A wetland delineation study has been provided for the development.

a. There are drainage paths across the property but they do not meet with requirements for a waterway that is under the jurisdiction of the US Army Corps of Engineers.

b. The wetland review did not find any wetlands on the property which included both a desktop review as well as a field visit in April 2025.

4. Erosion Control Plans for the construction phase of the development are included in submittal. Continue development of these plans and provide updates with the final plat.

a. Additional temporary silt basins may be needed.

This design will be finalized with grading design and permitting

b. Show locations of the concrete wash out.

Concrete washout added to preliminary erosion control plan, however, this design will be finalized with grading design and permitting

c. Will top soils be stockpiled on the site and re-used? If so, show that on the final plan.

Topsoil will be stockpiled on site and location is typically determined by grading contractor. However, final grading plans have topsoil stockpile requirements that will be met for erosion control.

d. The construction entrance was not shown, and please add label to the SWPPP sign location as if shown, I could not locate it.

Construction entrance was added along with SWPPP sign location to this preliminary plan, however, this design will be finalized with grading design and permitting

Utilities (sanitary sewer and water)

1. The water main shall be looped with connections to mains in Rainwood Road and 156th Street. An 8" main is currently proposed within the development. Coordinate size with MUD.

a. A flushing hydrant will be needed at the dead end near lot 8/outlot A.

noted, however, MUD does all water main design, including flushing hydrant locations

b. Fire hydrant locations (even if preliminary) should be shown on the exhibit for the final plat.

MUD does all water main design, including hydrant locations. However, some potential hydrant locations have been added to the exhibit.

2. Design calculations for sizing of sanitary sewer mains and outfall was provided and we had a few comments on the calculations.

a. The sanitary sewer through the development could be extended to Rainwood Road and provide service to the property to the south. This may require an increase in pipe size though the development but would eliminate the need for a sewer main along Rainwood Road.

Based on proposed grades of Rainwood Road filling in the ditch area 15-20', with our street tie-in at rainwood also being 15-20' above existing grade, it is unlikely that this sewer through the site would be an option. Likely the sewer will have to run down Rainwood to 156th or follow along the new ditch adjacent to Rainwood to 156th.

b. Is the peaking factor in the table based on the equation from Section 3.2.9 of the Omaha Wastewater Collection System Design Manual?

Yes

c. The peak flow shown on this sheet is less than that from the design calculations from the Morgan Ridge Development, who is designing and installing the outfall sewer which confirms that the outfall should have

the capacity to serve this development. Their estimate was for all residential lots which estimates higher flows than residential.

3. An outfall sewer along 156th Street will be required and tie into that being constructed by the Morgan Ridge Development. The sizing of this outfall sewer shall provide the appropriate capacity to serve the property further south per the City of Bennington Comprehensive Plan. The outfall shall be constructed along all 156th Street frontage to allow for future connections to the south.

Sewer along 156th has been extended to the south property line of project.

3. *The outfall will require an easement or permit for construction and maintenance from Douglas County as it appears to be located in the Right of Way for 156th Street.*

understood

5. The internal sanitary sewer (all 8" centered in streets B, C & D) will connect to the outfall sewer at 156th Street.

Streets

A traffic impact study and geotechnical report are required for this development and they shall be submitted for review prior to the final plat.

Both are included in this response submittal. Paving layout and estimate have been updated to reflect the requirements of the traffic study.

a. The city can provide a copy of the Morgan Ridge Traffic impact study which is the last one (4-6-2022) for the area that includes the 156th Street and Rainwood Road.

2. All access points to Rainwood Road and 156th Street shall meet County access rules and will require a permit from the county for the connection.

Understood

a. Lots that abut either Rainwood Road or 156th Street will not have access to these roads. This note should be added to the plat.

Note has been added to the preliminary plat sheet

4. *The proposed roadway is 27 feet wide, with curb and gutter, will this provide enough width to allow for appropriate movements by the commercial truck traffic?*

This is per city of Bennington local street requirements. The Omaha metro typically uses 50' ROW with 25' street for commercial area local classified streets, so 27' should be adequate.

4. Design speeds are noted as follows:

a. Interior streets – 30 mph (signed for 25 mph)

Understood

5. Intersection radii are now shown on the plans. The general requirements are:

a. County roads should probably be 50 feet but could be less if appropriate.

Updated from 30' to the requested 50'radii

b. Interior streets are usually 25 feet but commercial truck movements should be reviewed and radii increase as needed to avoid damage to curbs and walks.

Proposed interior streets are shown at 30' radii

5. *Provide profile for access road between lots 8 & 9.*

Profile of street D has been extended to show access road.

6. *A typical section for the roadway should be provided and it should include sidewalk locations and subgrade preparation information with the pavement thickness.*

Typical section has been added.

7. *An exhibit showing sidewalk locations shall be provided for both interior and exterior walks. Walks adjacent to lots shall be constructed by the lot owner with building construction. Exterior walks, where required should be constructed with other public improvements.*

Sidewalk has been added to the paving and storm sewer exhibit

Drainage/Storm Sewer

1. The City recently updated the subdivision regulations which included changing the storm water detention requirements to require a no net increase for both the 10-year and 100-year events.

2. There is continued coordination needed between the Morgan Ridge Development and the proposed development on the flows leaving the basin on Outlot L. This will be worked out prior to the final plat submittal.

3. The comments JEO has on the drainage study are:

a. The study shows Street D as being overtopped with the 100 year event with a peak elevation of 1127.04. If this overtopping is allowed, it can not encroach upon the 156th Street paving and confirmation of this should be provided in the report.

This has been addressed in the drainage report, and the elevation of 156th street is above the 100 year elevation.

b. The 156th Street ditch flow has a 9.3 foot per second of velocity per the study. What is the plan for erosion control?

Options are included in the drainage study, but could include check dams or Turf reinforcement matting, etc

c. Provide the flow velocity for the north ditch that goes to the northeast pond and also address erosion control plans in the study.

Sections and calculations are included on the grading and drainage sheet. Options are included in the drainage study, but could include check dams or Turf reinforcement matting, etc

Sheet 1of1:

- *Add note #5 to general notes* – note added
- *Add note for street side yard being same as front yard*– note added
- *Add/update lot dimensions*– updated
- *Provide outline of buildings/improvements on adjacent lots*– offsite buildings added
- *Add label to title for lots and outlots* – label added
- *Should this be a private alley instead? Between lots 8 and 9*– this is going to remain in a 50' easement
- *Minimum lot width is 150 feet for C-1 zoning. Building setbacks should be shown from edge of easement* – minimum lot width is not measured from setbacks or easement, lots meet the 150' minimum. Setback removed up to easement line.
- *Will any of the existing easement be vacated with improvements?* – yes, existing easement will be removed, discussions have been started with OPPD to vacate with final plat approval.

- *Add ROW dimension on street B* – note added
- *Add "douglas county" label*– note added
- *Show ROW and property lines on east side of 156th street*–added
- ***4.09.05*** *Any yard for a commercial or industrial use, which is adjacent to any residential use or district, shall be increased to 40 feet and shall contain landscaping and planting suitable to provide effective screening. Included in the increased yard, a solid or semi-solid fence or wall at least six feet, but not more than eight feet high shall be provided adjacent to an adjoining residential district unless the adjacent residential district and industrial district are separated by a street right-of-way. The owner or owners of the property in the Industrial District shall maintain said fence or wall in good condition. Said fencing shall be constructed of commercially available fencing.* – 40' setback added from plat boundary lines as requested.

Exhibit B:

- *Add flow arrows* – note added
- *Add basin outfall label from Morgan Ridge*– note added

Exhibit D:

- *Extend alignment for Street D for the access road between lots 8 and 9* – alignment extended for access road

Sanitary Sewer 1 of 1:

- *Update table for increased area* – table updated to address comment
- *Extend interior sewer to the south property line* – interior sewer is not being extended as interior streets have to meet raised rainwood road elevation and would likely not be adequate depth to pick up these sewers, if they happen to be at the lower elevation. off site sewer is likely to follow rainwood road or the proposed adjacent drainage ditch and tie-in to 156th sewer.
- *Potentially upsize interior sewer for offsite flow*– see above comment
- *Extend 156th street sewer to south lot line*– sewer extended to south lot line

Below are responses to the numbered comments that were provided by the county:

1. *Right of way dedication meets county standards. Additional ROW will be needed along 156th.*

2. *Proposed site grades along the southern and eastern boundaries of the platting, adjacent to 156th Street and Rainwood Road, must be coordinated with the future improvement of those roadways. The consultant will be required to submit cross section information, for review purposes, that shows the relationship of the proposed site grading to the existing and future 156th Street and Rain wood Road improvements. Certification of the grade coordination will be required prior to the City of Bennington's approval of the final plat.*
   – grading coordination set has been submitted to douglas county for review.
3. *It should be noted on the plat that direct access to 156th Street or Rainwood Road, from the adjacent lots or outlots, will not be permitted*
   – note added
4. *If Rainwood Square will not be located in a Sanitary Improvement District, a maintenance agreement will be required before Douglas County will provide routine maintenance of publicstreets or request street lights on behalf of the Developer. If not located in a Sanitary Improvement District, major maintenance activities are the responsibility of the adjacent property owner.*
   – a SID is proposed for this development
5. *Vacation of public right of way on north side of Rainwood road would need to follow state statutes and the drainage area put into SID an outlot will be required.*
   – this is being coordinated with douglas county, vacation exhibit is finalized. New outlot will be added to final plat.

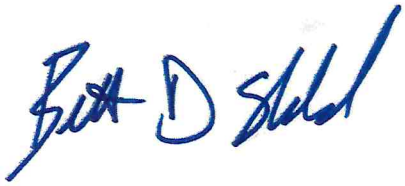
6. *Storm sewer design computations and final plans must be submitted to this office for review that relate to the handling of roadway and site drainage along the development boundary adjacent to 156th Street and Rainwood Road.*
   – Drainage study has been sent to Douglas county.
7. *The proposed street connections from the development to 156th Street and Rain wood Road will require permits from this office and must meet proper sight distance criteria and incorporate intersection improvements as required by current City/County Access Policy. The cost of the roadway improvements for the street connections, if required, will be the responsibility of the developer. The sight distance criteria to be used in the evaluation, of the driveway connections, will be AASHTO Stopping Sight Distance for 50 MPH design (425').*
   – understood. Street profiles are included in the grading coordination and site distance is noted out to 425'
8. *CAD files for the preliminary plat and final plat shall be submitted to the Douglas County Engineer's Office for review.*
   – preliminary and final plat cad files have been sent to douglas county
9. *Any grading, sewer or utility work, sidewalk, landscaping, ADA curb ramps or any other improvements carried out in conjunction with this development, in 156th Street and Rainwood Road right-of-ways, will require a permit(s) from this office.*
   – understood
10. *It should be noted on the plat that street "D", to 156th street from the site will be restricted to right-in/right-out vehicular movements at the time that 156th street is upgraded to a 4 lane section with raised medians.*
    – note added
11. *An interlocal agreement with douglas county will be needed for the necessary improvements of rainwood road and 156th street, prior to signing for the final plat.*
    – understood.

The following documents are attached:

- Rainwood Square – Preliminary Plat Sheet Set
- Rainwood Square – Updated Drainage Study
- Rainwood Square – Updated Traffic Study
- Rainwood Square – Geotechnical Report

Please let me know if you should have any questions or require additional information.

Sincerely,



Brett D Shald, PE

Design Services Manager

Beacon™ Douglas County, NE



Date created: 6/12/2025
Last Data Uploaded: 6/12/2025 3:55:32 AM
Developed by
SCHNEIDER GEOSPATIAL

Item #7

Change of Zoning

Preliminary Plat

Prairie Ridge

October 22, 2025

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

RE: Prairie Ridge (Lots 1 - 54 and Outlots A - G) – REVISED Preliminary Plat and Rezoning Review
Bennington, NE
JEO Project No. 090034

Dear Commissioners and Council:

JEO Consulting Group has received a copy of the REVISED preliminary plat documents and re-zoning request for the above referenced subdivision. Based on a review of the preliminary plat, all specifications as outlined in Article 3, Section 3 of the subdivision regulations have been met in regard to the submittal documents except as noted below. We have reviewed these documents and would offer the following comments, questions and observations for the Planning Commission's scheduled meeting in October 2025.

Site History
This property had an approved final plat from June 2023. That has since expired and the current application has revised the layout of the development. The previously approved layout included townhomes are no longer part of the plan and all buildings will be a duplex style units that can be sold separately (considered singe family attached in the regulations). The proposed zoning is still R-3 with a CMD overlay and all interior improvements will be private (streets, storm and sanitary).

The original application for this lot was in June 2022, with a change in layout in January 2023. The original layout included duplexes against the existing residences with a multi-family lot on the balance of the property. The change 2023 relates to the prior multi-family lot which is now lots for single family attached homes (townhomes). The layout of streets is essentially the same however the access between the lots and CW Haden will not be a one-way access. All prior comment letters no longer apply and only the comments noted below need to be addressed.

Preliminary Plat & Associated Agreements

1. The preliminary plat for Prairie Ridge has been revised to be 54 single family attached structure lots (only two units are attached) and 7 outlots. The plat includes the required information.
2. The plat shows encroachments on the lot from adjacent properties (drive-thru for Runza, gravel access or parking for gas station). Per the pre-application meeting discussion, this is going to be allowed to remain and if so, an easement shall be included for these items on the final plat to the owner of that property.
3. Note #1 indicates the access to CW Haden Drive shall be reserved for single access or emergency vehicle movement only which does not meet the minimum City of Bennington access requirements (two points of access).
4. This development is within the Corporate Limits of Bennington and will be privately financed.
    a. The developer has indicated that they would like to work with the city on Tax Increment Financing. There is not a current TIF district/plan in place for this area and the City can not guarantee that upon completion of the required study will allow the City to create one.
5. Upon preliminary plat approval, the City Attorney will begin working on a draft copy of the subdivision agreement.

6. Outlot A is for roadway access to lots 1 – 54 (two unit single family attached) and utilities, Outlot B is for stormwater detention and storm drainage and Outlots C to G are the green space as required as part of the CMD zoning. A subdivision sign could be placed on Outlot D or G, if desired.

Zoning and Cluster Mixed Used Overlay (CMD) Request

1. The property is currently zoned R-3 Medium Density Residential. The Developer is requesting to re-zone the entire property to R-3 with a CMD Overlay.
2. The Future Land Use Map, within the City's Comprehensive Plan, designates this parcel as Medium Density Residential. The proposed use fits with that designation.
3. The CMD overlay district requires a MINIMUM of 20% net of the residential area to be designated as Common Area. Common Areas shall be defined as playgrounds, street medians, landscaped green space, or other similar areas designed to be used by the residents of the development in common with each other. Outlots C to G are designated as said Common Area for the proposed CMD.
   a. What improvements are planned in these areas?
   b. Calculation of required green space is:

Lot(s)	In calculation?	Area	20% Required	Credit Allowed
1 to 54	Yes	3.962 Ac	0.7924 Ac	NA
Outlot A	No	1.856 Ac	NA	NA
Outlot B	No	0.335 Ac	NA	NA
Outlot C	No	0.182 Ac	NA	0.182 Ac
Outlot D	No	0.068 Ac	NA	*
Outlot E	No	0.115 Ac	NA	*
Outlot F	No	0.075 Ac	NA	*
Outlot G	No	0.707 Ac	NA	0.707 Ac
		Total Required	0.7924 Ac	0.889 Ac (22%)

*Outlots D, E, & F may be too small and/or too irregularly shaped to be considered green space by the definition. If a plan to make them into common spaces, please provide that with the final plat submittal.

4. The CMD is proposing to reduce the setbacks and lot sizes for Lot 1 to 54 of the proposed development. All lots will be set up more like duplex buildings but each half can be sold separately. The proposed changes/adjustments and R-3 standards are summarized in the following table:

Lot Requirement	Proposed R-3 with CMD	R-3 (two-family dwelling)
Lot Area	2,900 sf	4,000 sf
Lot Width	27 feet (1)	37.5 feet
Front Yard	15 feet	25 feet
Side Yard	5 feet	7 feet
Street Side Yard	15 feet	25 feet
Rear Yard	15 feet	25 feet
Max. Lot Coverage	50%	40%
Impervious Surface	65%	55%

NOTE: 1. This is measured at setback line for non-square lots. Measurements adjusted for actual lot measurements, rounded down to the nearest foot.

5. Building Elevations were provided with the submittal, which included both Ranch and Two-Story options. Will the finishes/colors of each be coordinated across the development or will each owner be able to select their own colors?

Waiver Requests

1. Article 4; Scheule A: Minimum Street Standards – Private Street (Classification) Minimum Centerline Radius. Allow less than 50 feet of street ROW and 100 foot radii at center of private streets.
    a. Developers Justification: Based on existing topography, the shape of the property, and the two access points provided, the development is requesting a waiver to the 100-foot minimum centerline radius requirement. As part of the design of the development, no on-street parking will be allowed. The general shape of the property presents some challenges to maintain the 100-foot centerline radii as required in code.
    b. Engineer's Recommendation: This could be allowed as the road is a private street and the site is challenging to achieve current design standards as one of the access points would not allow a road to meet this standard.
2. Article 4; Section 14 Design Standards, Sidewalks & Trails and eliminate the requirement to have a walk on both sides of the street.
    a. Developers Justification: Due to the existing conditions of the site, with only one main access point to the west, and the existing grades of the site. Because of the CMD overlay, we have adequate pedestrian movement throughout the site. With this being a private street, we are requesting to waive the City requirement for sidewalks on both sides of the street. We believe the internal loop sidewalk system created for this site provides enough pedestrian movement throughout the street.
    b. Engineer's Recommendation: Two access points are required and appear to be provided per the pavement exhibit. With the limited number of lots and narrower ROW and street with the CMD, a sidewalk on one side of the street is acceptable in this situation. Connections to N 160th Street, CW Haden Drive and N 4th Street are required as part of this waiver.
        i. If a sidewalk can not be located along the vehicular access to CW Haden Drive, a walk between the two commercial buildings may be possible (it was considered as part of a prior concept).

Grading

1. The grading plans show a slope that goes onto adjacent property outside the development property. An easement from those property owners will be required. It appears that slope would be close to 3:1 which is on the steep end of mowing and may not be acceptable to them. Slopes should be at least 4:1 so they can be more easily maintained.
    a. Please provide information on the coordination with this property owner related to the easement needed and the grading provided.
    b. Please note who will be responsible for maintaining this slope if built as noted.
2. The slope on Outlot B adjacent to the basin appears to be about a 3:1 slope which is a concern as it is harder to mow and maintain. Slopes should be at least 4:1 so they can be more easily maintained. If changes can not be made, please indicate how this would be taken care of. The slope should not become any steeper during construction.
3. The slope on Outlot G is between 4:1 and 5:1 which is a maintainable (mowable) slope.

Utilities (sanitary sewer and water)

1. The proposed sanitary sewer will connect to the City of Bennington system at an existing manhole located north of the lot line between Lot 1 Bennington Park Replat 3 and Lot 1 Bennington Park Replat 1. The interior line will be considered a private system and maintained by the HOA.

2. The water mains are connected to existing mains at the Bruning/160th Street Intersection and at the CW Haden Drive intersection. The mains are then looped around the development providing redundancy of the system.
    a. The water main will be designed by MUD.

Streets

1. A traffic impact study for the original concept was provided and reviewed by JEO. Those comments were previously provided. A revised study will be required with the change in concept/lot layout with the final plat.
2. All streets in the development are private. The private streets are 25 feet wide with curb and gutter. Outlot A is for the street and is 50 feet wide at its connection to 160th Street and CW Haden Drive but narrows to 40 feet wide inside of the development. This layout is discussed under Waiver Request #1.
3. A 5 foot sidewalk is included along one side of the streets only as noted in waiver request #2. As part of the waiver connections to N 160th Street, CW Haden Drive and N 4th Street are required.
4. The roadway is considered a marginal access road (frontage road-no parking) for design standard review. The horizontal curves for the roadway in Outlot A shall be a minimum of 100' radii on the centerline. As noted in waiver request #1, there are four (4) curves that do not meet this standard. The curve information should be shown on the paving exhibit not just the preliminary plat.
    a. With the reduced width, no on street parking will be allowed. The developer has provided a parking concept for each lot. The development meets the required parking stalls for this residential use.
5. The street profiles include labels for existing or proposed street connections. The vertical curves meet minimum design standards for a public street.

Drainage/Storm Sewer

1. The Control Number for the existing site from the prior approved study was row crop with crop residue (CN = 82), with this study it is just Row Crop (CN = 85) but the past few years, it has not been farmed and is mostly grass – only mowed when notice is sent by city. This CN likely needs to be updated to reflect current conditions. The other existing areas B, C & D are more grass in good condition than anything else and CN's should be adjusted or weighted accordingly.
2. The Control Number for the lots was used as the 1/8 acre or smaller lots with an estimated impervious coverage of 65%. Since the CUP is requesting the lots to be at 65% when you add in the street/sidewalk in outlot A at 75%, the assumption seems a bit low. For this development, I feel a calculated CN should be done using actual maximum coverages not the residential district estimates.
3. It appears that a small part of the 100 year event will overflow the spillway of the basin. This is not preferred and we would like for other options for keeping in the storm system to be considered if at all possible.
    a. A description of how water flows in this event between the existing residences would be helpful – noting any changes from how it does today.
    b. Adverse downstream impacts are not allowed.
4. The storm sewer will be a private system and owned/maintained by the lot owners. Since it is not a public system, if the developer wishes to use alternate materials (other than RCP), they could. The city only requires RCP within City Street ROW.

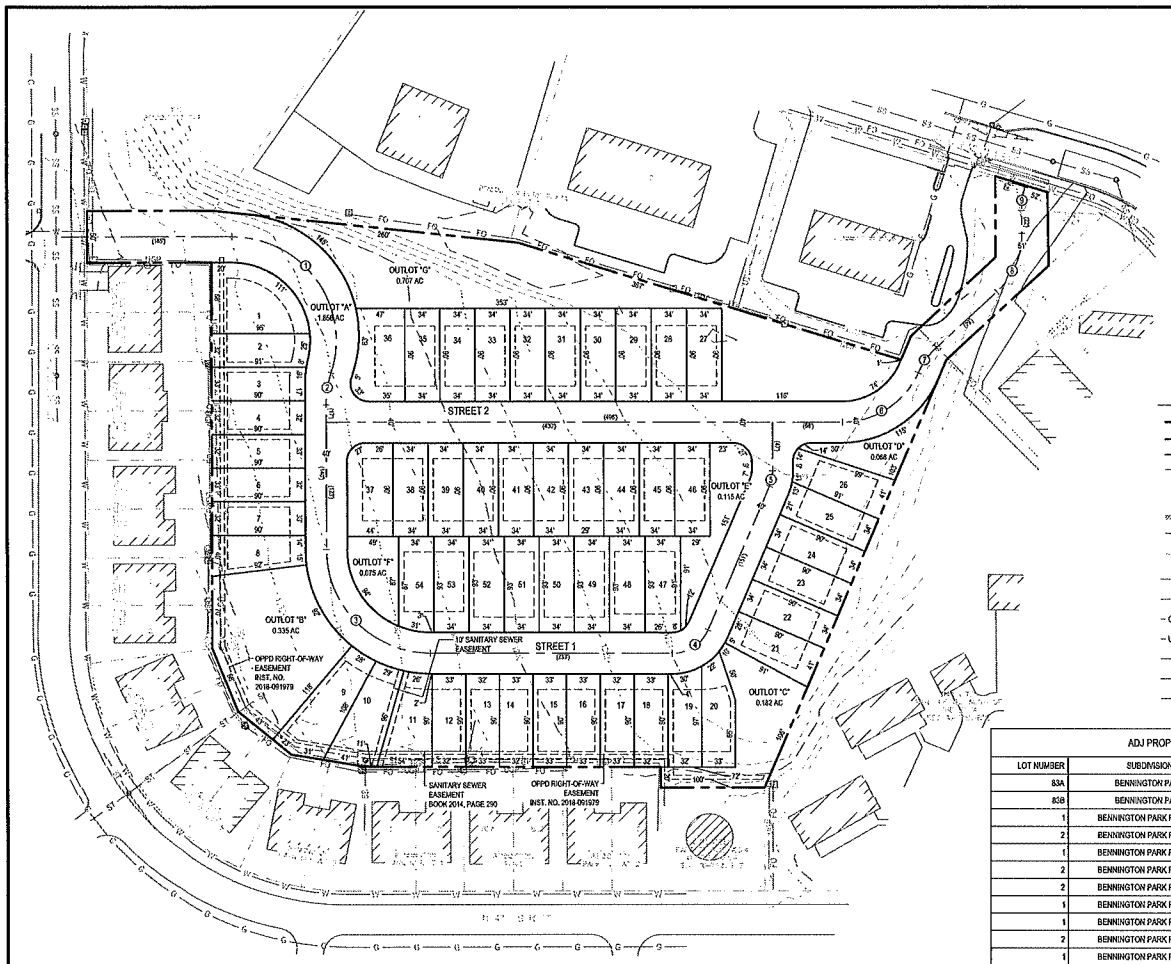
If you have any questions, comments or concerns with any of the statements, please feel free to contact me at 402.443.4661.

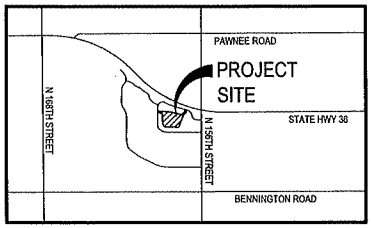
Sincerely,

Julie Ogden, PE
jogden@jeo.com

JAO:jao
Enclosures

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)
Jeff Stoll, E&A Consulting Group (10909 Mill Valley Rd, Omaha, NE 68154)
Ryan Schwarz, BPW Smart Development (ryanschwarz3@icloud.com)





VICINITY MAP

60 0 60
1 Inch = 60 ft.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- SETBACK LINE
- EXIST. BUILDING
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- G — G — GAS LINE
- W — W — WATER LINE
- OHP – OHP – POWER LINE (OVERHEAD)
- UGP – UGP – POWER LINE (UNDER GROUND)
- SS — SS — SANITARY SEWER LINE
- ST — ST — STORM SEWER LINE
- FO — FO — FIBER OPTICS LINE

PRAIRIE RIDGE

LOTS 1 THRU 54 & OUTLOTS "A" THRU "G" INCLUSIVE

BEING A REPLATTING OF ALL OF LOT 1, BENNINGTON PARK PLAZA, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

LEGAL DESCRIPTION

BEING A REPLATTING OF ALL OF LOT 1, BENNINGTON PARK PLAZA, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 317,960 SQUARE FEET OR 7.300 ACRES, MORE OR LESS.

DEVELOPER/OWNER	ENGINEER
BPW SMART DEVELOPMENT, LLC 331 VILLAGE POINTE PLAZA, SUITE 101 OMAHA, NE 68118	E & A CONSULTING GROUP, INC C/O JEFF STOLL 10909 MILL VALLEY RD, SUITE 100 OMAHA, NE 68154

ZONING:

EXISTING R-3

PROPOSED:

R-3 CMD, LOTS 1 THRU 54	3.962 AC
R-3 CMD, OUTLOTS "A" THRU "G"	3.338 AC
TOTAL	7.300 AC

GAS: METROPOLITAN UTILITIES DISTRICT
7350 WORLD COMMUNICATIONS DRIVE
OMAHA, NE 68122

POWER: OMAHA PUBLIC POWER DISTRICT
444 S 16TH STREET MALL
OMAHA, NE 68102

WATER: METROPOLITAN UTILITIES DISTRICT
7350 WORLD COMMUNICATIONS DRIVE
OMAHA, NE 68122

NOTES:

1. OUTLOT "A" CONNECTION TO N 160TH STREET SHALL BE RESERVED FOR FULL ACCESS. OUTLOT "A" CONNECTION TO C W HADAN DRIVE SHALL BE RESERVED FOR SINGLE ACCESS OR EMERGENCY VEHICLE MOVEMENT ONLY.
2. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
3. OUTLOT "A" SHALL BE RESERVED FOR A PUBLIC ACCESS AND UTILITY EASEMENT RESERVED FOR LOTS 1 THRU 54, OUTLOT "B" THRU "G". OUTLOT "A" WILL BE OWNED AND MAINTAINED BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION.
4. OUTLOT "B" SHALL BE RESERVED FOR PERMANENT POST CONSTRUCTION STORM WATER MANAGEMENT BASINS. A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOT "B".
5. OUTLOTS "C", "D", "E", "F", & "G" SHALL BE RESERVED FOR GREEN SPACE.

APPROVAL OF CITY OF BENNINGTON PLANNING COMMISSION

THIS PLAT OF PRAIRIE RIDGE (LOTS NUMBERED AS SHOWN) HAS BEEN SUBMITTED TO AND APPROVED BY THE BENNINGTON PLANNING COMMISSION THIS _____ DAY OF _____ 20_____.

_____
CHAIR, PLANNING COMMISSION

ATTEST _____
SECRETARY OF PLANNING COMMISSION

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	5,290	16	2,925	31	3,060	46	3,069
2	3,050	17	2,925	32	3,060	47	3,165
3	2,931	18	2,925	33	3,060	48	3,168
4	2,925	19	2,994	34	3,060	49	3,196
5	2,925	20	3,132	35	3,060	50	3,185
6	2,925	21	3,330	36	4,211	51	3,153
7	2,925	22	3,060	37	3,905	52	3,161
8	3,062	23	3,060	38	3,069	53	3,190
9	4,566	24	3,060	39	3,069	54	3,097
10	4,017	25	3,068	40	3,068		
11	3,717	26	3,520	41	3,069		
12	2,925	27	3,060	42	3,068		
13	2,925	28	3,060	43	3,069		
14	2,925	29	3,060	44	3,069		
15	2,925	30	3,060	45	3,068		

CENTERLINE CURVE TABLE	
CURVE	RADIUS
1	100.00'
2	100.00'
3	100.00'
4	37.50'
5	37.50'
6	81.00'
7	75.00'
8	75.00'
9	75.00'

R-3-CMD ZONING SETBACK TABLE (LOTS 1 THRU 54 AND OUTLOTS "A" THRU "G")	
FRONT YARD	15'
SIDE YARD	0' OR 5'
STREET SIDE YARD	15'
REAR YARD	15'

*INTERIOR SIDE YARD ALONG A COMMON WALL CAN BE SET A ZERO-LOT SETBACK AS LONG AS THE OPPOSITE SIDE YARD IS AT THE NORMAL SIDE YARD SETBACK REQUIREMENT.

ADJ PROPERTY OWNERS

LOT NUMBER	SUBDIVISION	OWNER
83A	BENNINGTON PARK	MEHURON KELSEY MAE
83B	BENNINGTON PARK	MELIA TURY LLC
1	BENNINGTON PARK REPLAT 1	DECKER AUDREY E
2	BENNINGTON PARK REPLAT 1	FRYE SANDRA J
1	BENNINGTON PARK REPLAT 2	BETTY PRUESS IRREV TRUST ETAL
2	BENNINGTON PARK REPLAT 2	MARILYN & GERALD BEAM RE
2	BENNINGTON PARK REPLAT 3	ROBERTS JIM
1	BENNINGTON PARK REPLAT 3	LOGEMANN JULI
1	BENNINGTON PARK REPLAT 4	BARTLETT ETAL TR CHERIE
2	BENNINGTON PARK REPLAT 4	FEYERHERM JOHN
1	BENNINGTON PARK REPLAT 5	CLARK TIMOTHY L
2	BENNINGTON PARK REPLAT 5	ODOO BRIAN C
2	BENNINGTON PARK REPLAT 6	DEBBAN CLINT
1	BENNINGTON PARK REPLAT 6	BOTOS STEPHEN P
1	BENNINGTON PARK REPLAT 7	LEHAN TYLER
2	BENNINGTON PARK REPLAT 7	JAEKE PATRICK M
1	BENNINGTON PARK REPLAT 8	BLANKENSHIP DONNA
2	BENNINGTON PARK REPLAT 8	MESKE RODNEY M
2	BENNINGTON PARK REPLAT 11	FIELDS RICHARD C
1	BENNINGTON PARK REPLAT 11	SASS MARVIN
	UNPLATTED PART OF THE NE1/4 OF THE SE1/4, SECTION 10-T16N-R11E	VILLAGE OF BENNINGTON
	UNPLATTED PART OF THE NE1/4 OF THE SE1/4, SECTION 10-T16N-R11E	DOUGLAS COUNTY HOUSE AUTH
1	BENNINGTON HEIGHTS COMMERCIAL	PEM HOLDING COMPANY LLC
43	BENNINGTON HEIGHTS	BENNINGTON JAYCEES
2	BENNINGTON PARK PLAZA REPLAT 1	SECONDARY EQUITIES
1	BENNINGTON PARK PLAZA REPLAT 1	CHALK PROPERTIES LLC
2	BENNINGTON PARK PLAZA	SECONDARY EQUITIES
128	BENNINGTON PARK	BRUNING ROBERT

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

E & A CONSULTING GROUP, INC.
Engineering Answers

PRAIRIE RIDGE
LOTS 1 THRU 54 & OUTLOTS "A" THRU "G" INCLUSIVE
BENNINGTON, NEBRASKA

PRELIMINARY PLAT

No.	Revisions	Date	Description
1			

Proj No: P2021.380.007
Date: 06/26/2025
Designed By: JDS
Drawn By: TRH
Scale: 1" = 60'
Sheet: 1 of 1

PARKING STATISTICS TABLE

LOT NO.	BUILDING TYPE	BUILDING SIZE	REQUIRED PARKING	PROVIDED PARKING	PARKING RATIO
1-20	2-STORY TWO FAMILY DWELLING	20 - 4 BED UNITS	40 STALLS	40 GARAGES + 40 STALLS = 80 STALLS	4.0 STALLS / UNIT
21-54	1-STORY TWO FAMILY DWELLING	34 - 3 BED UNITS	68 STALLS	68 GARAGES + 68 STALLS = 136 STALLS	4.0 STALLS / UNIT
		54 UNITS	108 STALLS	216 STALLS	4.0 STALLS / UNIT

PRAIRIE RIDGE COMPUTATIONS

COMMON AREA COMPUTATION

LOT NUMBER	USE	LOT AREA
OUTLOT "C"	GREENSPACE	0.182 ACRES
OUTLOT "D"	GREENSPACE	0.068 ACRES
OUTLOT "E"	GREENSPACE	0.115 ACRES
OUTLOT "F"	GREENSPACE	0.075 ACRES
OUTLOT "G"	GREENSPACE	0.707 ACRES
	TOTAL COMMON AREA =	1.147 ACRES
	TOTAL CMD AREA (LOTS 1-54) =	3.962 ACRES
	PERCENTAGE OF COMMON AREA =	29.0% (20% REQ'D)

RESIDENTIAL UNIT DENSITY COMPUTATION

TOTAL RESIDENTIAL UNITS =	54 UNITS
RESIDENTIAL UNITS PER ACRE =	13.6 UNITS / ACRE

BUILDING & IMPERVIOUS COVERAGE COMPUTATION

UNITS	USE	BLDG COVERAGE
54 - LOTS 1 THRU 54	TOTAL BUILDING COVERAGE =	75,460 S.F.
	TOTAL PAVED AREA =	22,523 S.F.
	TOTAL CMD AREA =	3.962 ACRES = 172,566 S.F.
	PERCENTAGE BLDG COVERAGE =	43.7% (60% MAX. ALLOWED)
	PERCENTAGE IMPERVIOUS COVERAGE =	56.8%

***WAIVERS REQUESTED**

SEC. 5.08.05 - LOT AREA - TWO FAMILY DWELLING
REQUIRED = 8,000 SF (MIN.)
REQUESTED = 2,900 SF

SEC. 5.08.05 - LOT WIDTH - TWO FAMILY DWELLING
REQUIRED = 75' (MIN.)
REQUESTED = 22'

SEC. 5.08.05 - TWO FAMILY DWELLING FRONT YARD
REQUIRED = 25' (MIN.)
FRONT YARD REQUESTED = 15'

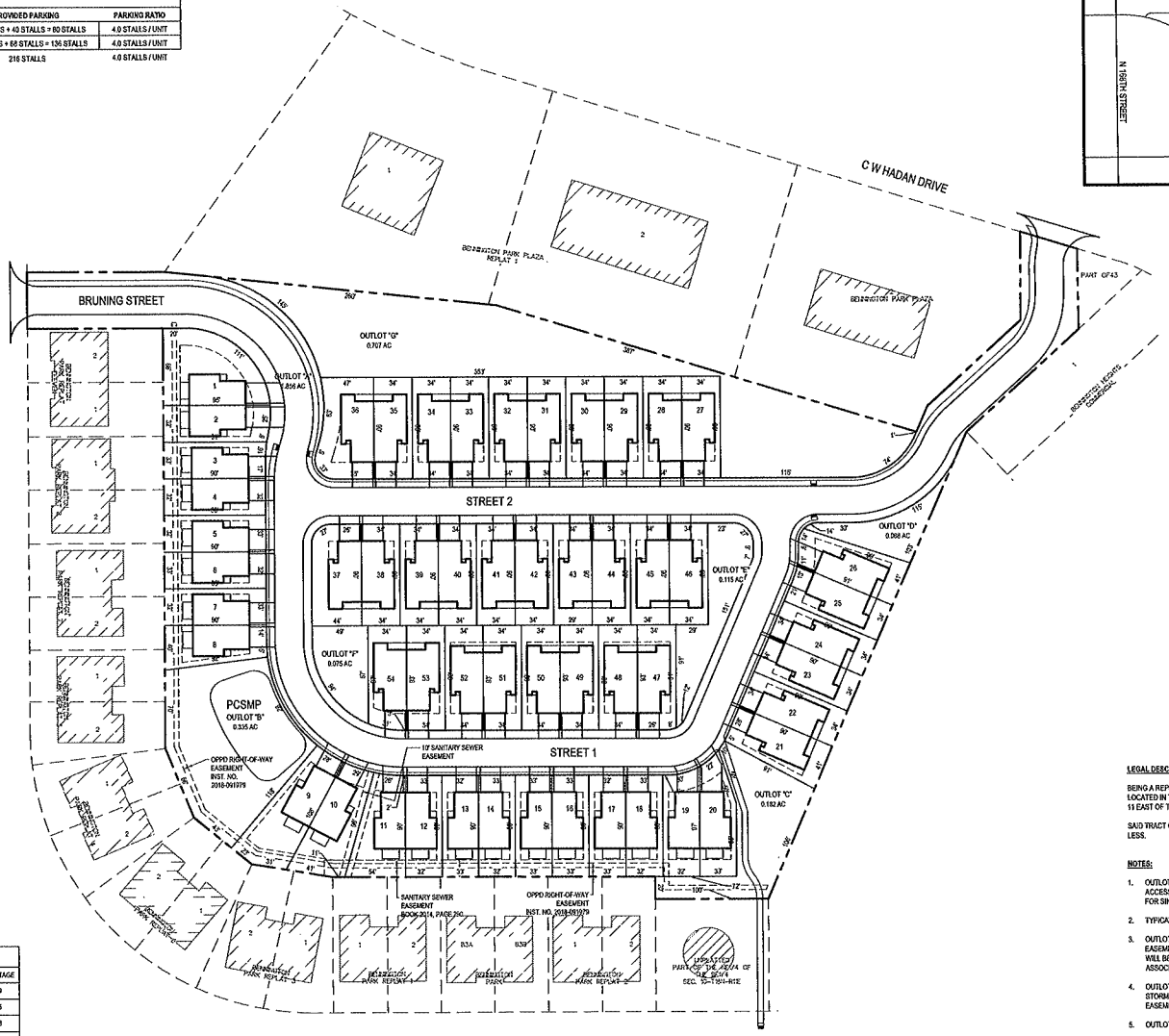
SEC. 5.08.05 - TWO FAMILY DWELLING SIDE YARD
REQUIRED = 7' (MIN.)
SIDE YARD REQUESTED = 5'

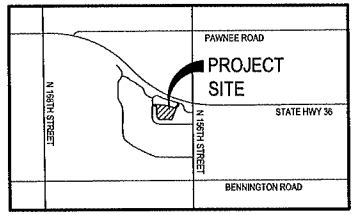
SEC. 5.08.05 - TWO FAMILY DWELLING
REAR YARD REQUIRED = 25' (MIN.)
REAR YARD REQUESTED = 15'

SEC. 5.08.05 - TWO FAMILY DWELLING
MAX. BUILDING COVERAGE REQUIRED = 40% (MIN.)
MAX. BUILDING COVERAGE REQUESTED = 50%

SEC. 5.08.05 - TWO FAMILY DWELLING
MAX. IMPERVIOUS COVERAGE REQUIRED = 65% (MIN.)
MAX. IMPERVIOUS COVERAGE REQUESTED = 65%

TWO FAMILY DWELLING
SIDEWALK ON BOTH SIDES OF STREET REQUIRED
SIDEWALK ON ONE SIDE ONLY REQUESTED





VICINITY MAP

50 0 50
1 inch = 50 ft.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- SETBACK

R-3-CMD ZONING SETBACK TABLE (LOTS 1 THRU 54 AND OUTLOTS "A" THRU "F")	
FRONT YARD	15'
SIDE YARD	0' OR 5'*
STREET SIDE YARD	15'
REAR YARD	15'

*INTERIOR SIDE YARD ALONG A COMMON WALL CAN BE SET A ZERO-LOT SETBACK AS LONG AS THE OPPOSITE SIDE YARD IS AT THE NORMAL SIDE YARD SETBACK REQUIREMENT.

LEGAL DESCRIPTION

BEING A REPLATTING OF ALL OF LOT 1, BENNINGTON PARK PLAZA, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 317,960 SQUARE FEET OR 7.300 ACRES, MORE OR LESS.

NOTES:

1. OUTLOT "A" CONNECTION TO N 156TH STREET SHALL BE RESERVED FOR FULL ACCESS. OUTLOT "A" CONNECTION TO C W HADAN DRIVE SHALL BE RESERVED FOR SINGLE ACCESS OR EMERGENCY VEHICLE MOVEMENT ONLY.
2. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
3. OUTLOT "A" SHALL BE RESERVED FOR A PUBLIC ACCESS AND UTILITY EASEMENT RESERVED FOR LOTS 1 THRU 74, OUTLOT "B" THRU "E". OUTLOT "A" WILL BE OWNED AND MAINTAINED BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION.
4. OUTLOT "B" SHALL BE RESERVED FOR PERMANENT POST CONSTRUCTION STORM WATER MANAGEMENT BASINS. A STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOT "B".
5. OUTLOTS "C", "D" & "E" SHALL BE RESERVED FOR GREEN SPACE.

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	5,290	16	2,925	31	3,060	46	3,069
2	3,560	17	2,925	32	3,060	47	3,185
3	2,701	18	2,925	33	3,060	48	3,168
4	2,925	19	2,994	34	3,060	49	3,166
5	2,925	20	3,112	35	3,060	50	3,165
6	2,925	21	3,330	36	4,211	51	3,163
7	2,925	22	3,060	37	3,905	52	3,161
8	3,092	23	3,060	38	3,059	53	3,160
9	4,596	24	3,060	39	3,059	54	3,097
10	4,017	25	3,068	40	3,068		
11	3,717	26	3,320	41	3,069		
12	2,925	27	3,060	42	3,068		
13	2,925	28	3,060	43	3,069		
14	2,925	29	3,060	44	3,059		
15	2,925	30	3,060	45	3,068		

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

E & A CONSULTING GROUP, INC. Engineering Answers

PRAIRIE RIDGE
BENNINGTON, NEBRASKA

CMD SITE PLAN

No.	Revisions	Date	Description

Proj No: P2021.268.007
Date: 06/22/2022
Designed By: JS
Drawn By: MBM
Scale: 1" = 50'

dotloop signature verification: dtlp.us/DvUH-XlwH-8srg

APPLICATION FOR A PRELIMINARY PLAT

City of Bennington, NE

NOTE: Form must be filled out completely before the City will accept this application for processing, please print or type.

OFFICE USE ONLY:
Receipt Number: _____
Fee Paid $ _____
Preliminary Plat #: _____

Date: 09/29/2025

SUBDIVIDER:
Name: BPW SMART DEVELOPMENT LLC
Address: 331 VILLAGE POINTE PLZ, Suite 101
Omaha, NE 68130
Phone Number: 402.740.8949
E-Mail: ryanschwarz3@icloud.com

AGENT (Authorized to act on behalf of Subdivider):
Name: E & A Consulting Group, INC. (C/O Jeff Stoll)
Address: 10909 Mill Valley Road, Suite 100
Omaha, NE 68154
Phone Number: 402.895.4700
E-Mail: jstoll@eacg.com

OWNER:
Name: Same as Subdivider
Address: _____
_____
Phone Number: _____
E-Mail: _____

ANY OTHER ASSOCIATES:
Name: _____
Address: _____
_____
Phone Number: _____
E-Mail: _____

LEGAL DESCRIPTION & GENERAL LOCATION:

Lot 1, Bennington Park Plaza

NAME OF PRELIMINARY PLAT Prairie Ridge NUMBER OF LOTS: 61

1. Does the subdivider have any interest in the land surrounding the preliminary plat? Yes ☐ No ■
   If yes, please describe the nature of such interest:

2. Will the preliminary plat require any zoning or other action (rezoning, planned development, conditional use or vacations) to complete the development? Yes ■ No ☐ If yes, please describe the nature of such action:
   Zoning the property to include the CMD Overlay District
3. Does the preliminary plat deviate from the requirements of the Zoning Regulations of the City of Bennington or the City's Subdivision Regulations? Yes ■ No ☐ If yes, please state each deviation, how the proposal meets the intent of the these regulations and why the proposal should be accepted (attach additional sheets as needed):

   See attached Waiver Letter

4. Is any part of the land within the preliminary plat within a flood plain? Yes ☐ No ■
   If yes, please include the following information on attached sheets:
   - Hydrological and grade information to determine frequency and extent of inundation of flood waters
   - Location of proposed use and type of use, areas of habitation and employment to include location, size and floor elevation of any structures, location and elevation of parking areas, use and location /elevation of all open space
   - All plans and other information shall conform to the City's Zoning and Subdivision Regulations
   - Limits of the flood plain
   - Amount of fill material brought into the flood plain
   - A certificate that grading will not result in any increase in the flood plain

Signature of Owner or Agent: Ryan Schwarz dotloop verified 09/26/25 1:58 PM CDT 2FGN-XKRA-EWKK-00GA Date: 09/26/2025

dotloop signature verification: dtlp.us/u4yP-46D6-xBvU

APPLICATION FOR A CHANGE OF ZONING

City of Bennington, NE

NOTE: Form must be filled out completely before the City will accept this application for processing, please print or type.

Date: 09/29/2025 Email Address: ryanschwarz3@icloud.com

Applicant's Name: BPW Smart Development, LLC Phone Number: (402)740-8949

Applicant's Address: 331 Village Pointe Plaza, Suite 101 Omaha, NE 68118

Present Use of Subject Property: Agricultural Lands

Proposed Use of Subject Property: Residential

Current Zoning: R-3 Proposed Zoning: R-3-CMD

Legal Description of Property Requested to be Rezoned: Lot 1, Bennington Park Plaza

Area of Subject Property (square feet or acres): 7.300 AC

How are Adjoining Properties used (actual use):

North: Commercial East: Commercial

South: Residential West: Residential

If exhibits are furnished, please describe and number on attached page.

- furnish site plan showing existing and proposed structures, easements, water courses, curb cuts, etc.

JUSTIFICATION:

The rezoning request must be justified. Please answer questions 1 to 4 on a separate page and attach to this application.

1. What is the general character of the area?
2. Can soil conditions support the types of development in the proposed zoning district? What is the soil classification of the area?
3. What type of sewer and water system will be used?
4. How will the proposed zoning district affect traffic in the area? Will streets or roads need to be updated for access to the area? If yes, what will the requirements be?

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.

Signature of Owner or Agent: Ryan Schwarz dotloop verified 09/26/25 1:58 PM CDT ZYKG-AYNI-F2DS-DRSD

OFFICE USE ONLY:

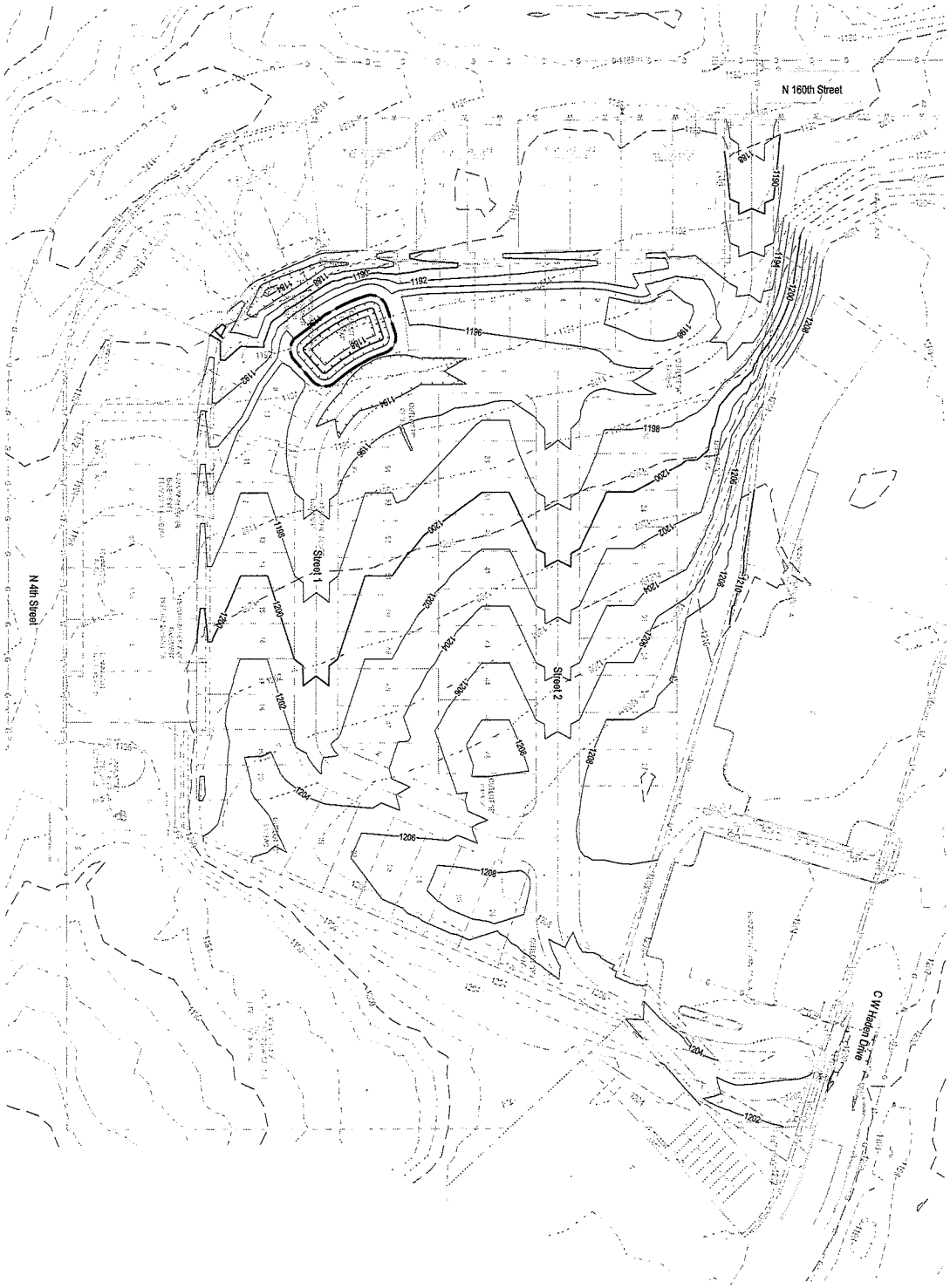
Permit No. _____ Fee Paid $_____ Check No. _____

Date 10-29-25 Approved ☒ _____

Denied ☐ Chair, Bennington Planning Commission

Date _____ Approved ☐ _____

Denied ☐ Mayor, City of Bennington



LEGEND

Existing Contours

Proposed Contours

Sediment Basin Perimeter

1 inch = 50 ft.

50 0 50

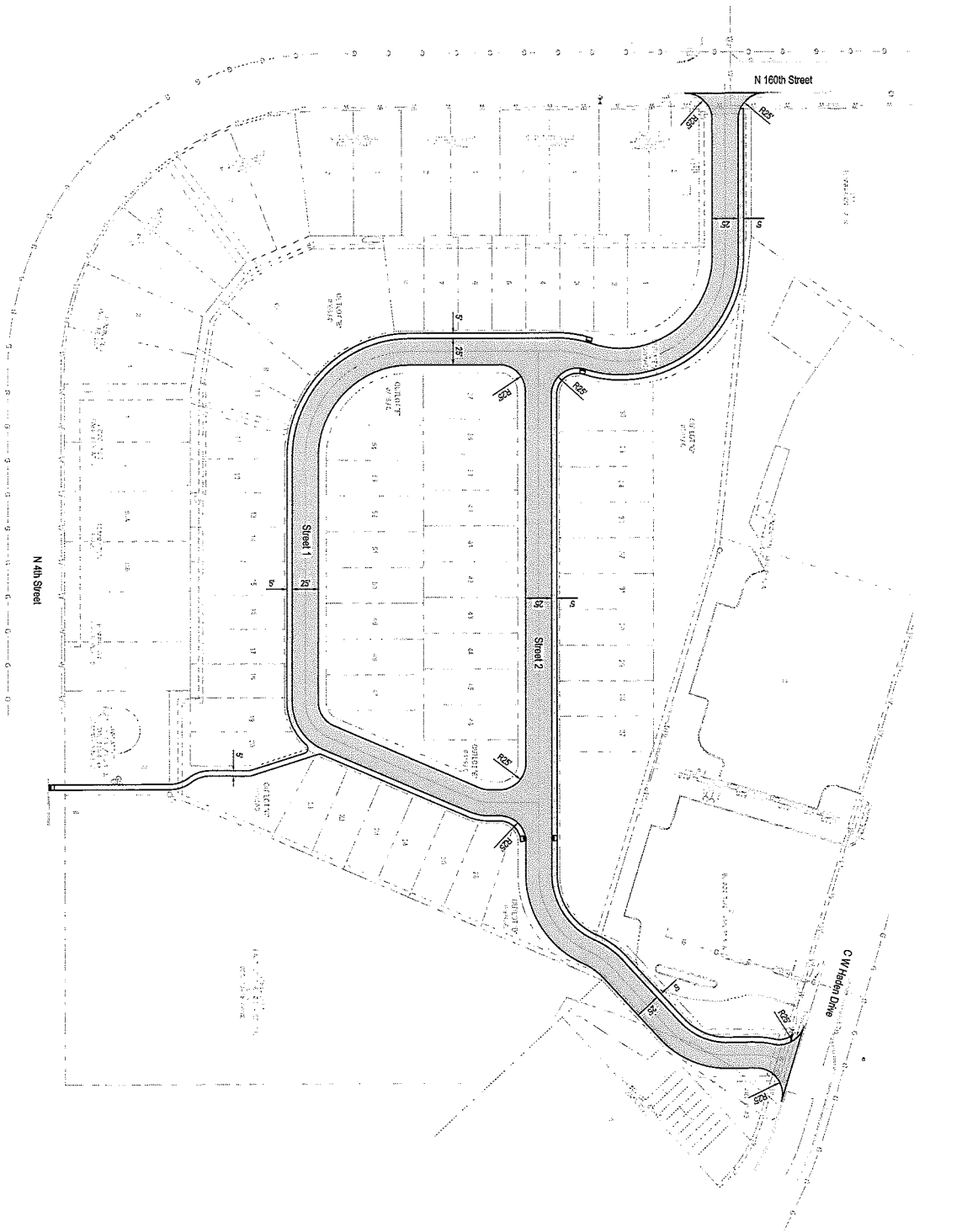
Proj No: P2021.380.007	Revisions		PRELIMINARY GRADING EXHIBIT
Date: 8/29/2025	Date	Description	
Designed By: CWB			
Drawn By: ASB			
Scale: AS SHOWN			
Sheet: 1 of 1			

PRAIRIE RIDGE
LOTS 1 THRU 54 & OUTLOTS "A" THRU "G" INCLUSIVE
BENNINGTON, NEBRASKA

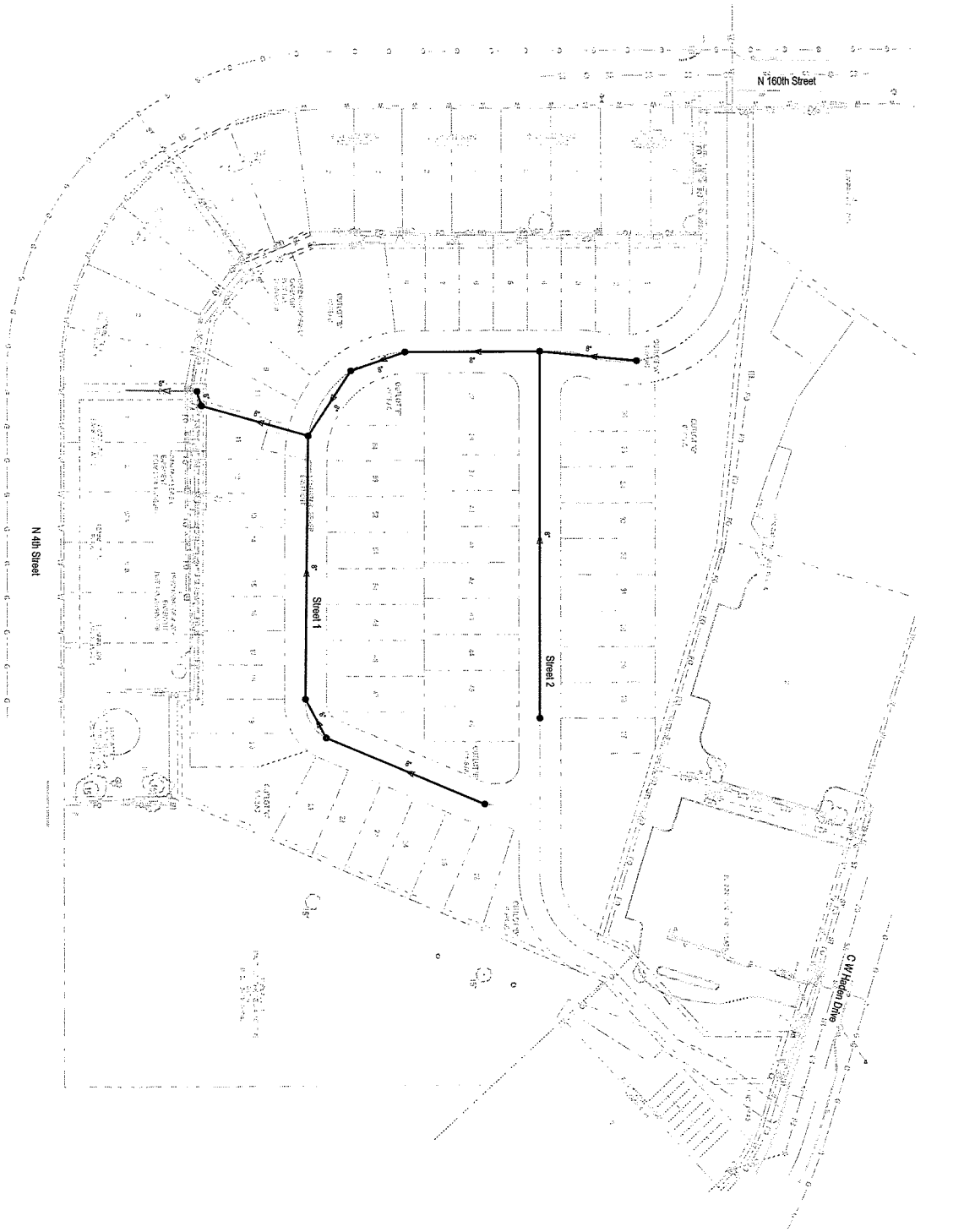
E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com
State of NE Certificate of Authorization #CA0008

Dylan L Schitz 8/29/2025 10:15 AM K:\Projects\2021\380\p07\Engineering\CAD Files\Plat Exhibits\Prelim Plat\Grading Exhibit - 002.dwg



Proj No: P2021.380.007 Date: 9/29/2025 Designed By: CWB Drawn By: ASB Scale: AS SHOWN Sheet: 1 of 1	Revisions Date / Description	PRELIMINARY PAVING EXHIBIT	PRAIRIE RIDGE LOTS 1 THRU 54 & OUTLOTS "A" THRU "G" INCLUSIVE BENNINGTON, NEBRASKA	E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering ● Planning ● Environmental & Field Services 10909 Mill Valley Road, Suite 100 ● Omaha, NE 68154 Phone: 402.895.4700 ● Fax: 402.895.3599 www.eacg.com State of NE Certificate of Authorization #CA0008	



LEGEND

Sanitary Sewer Pipe Network

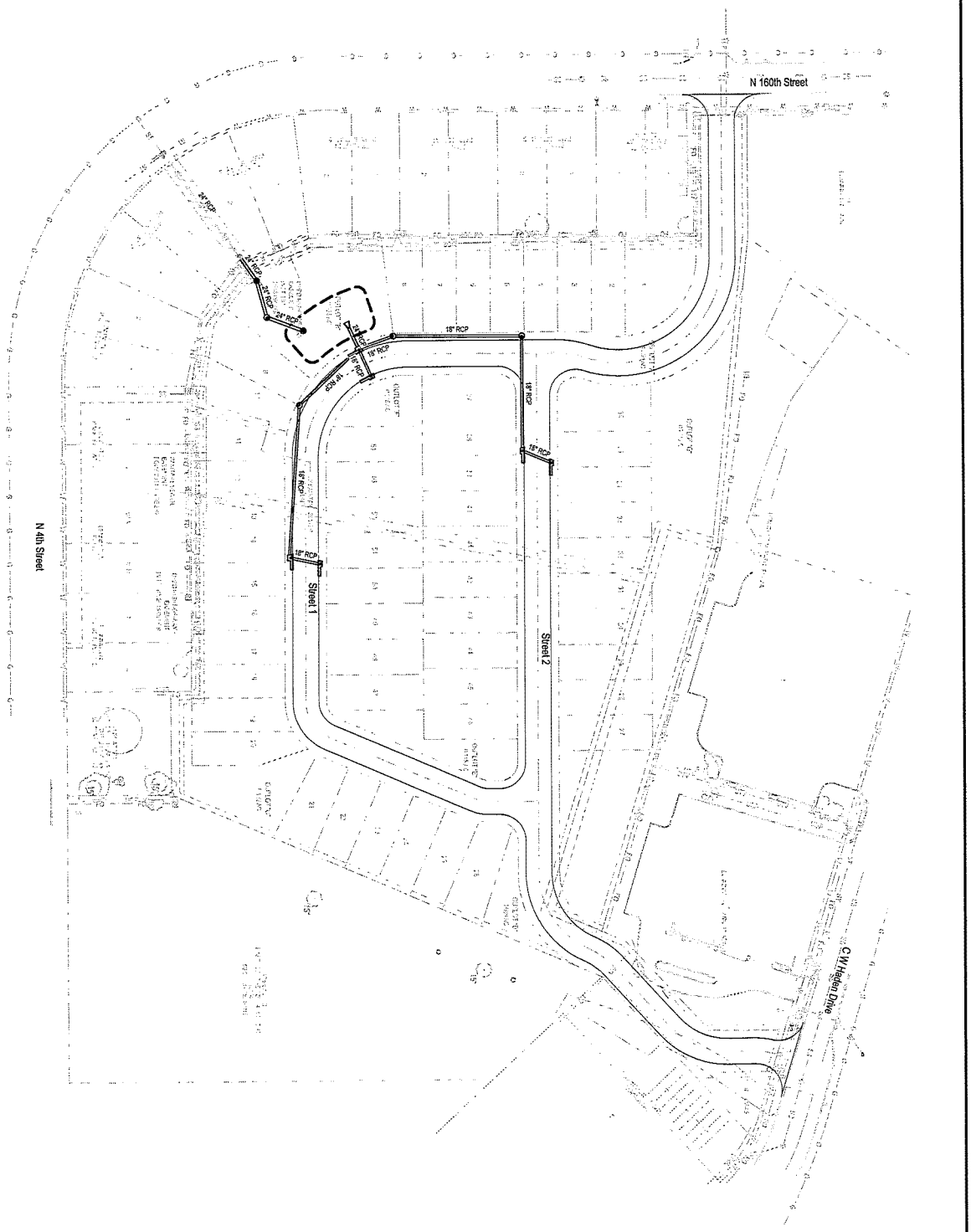
Existing Sanitary Sewer Network

1 inch = 50 ft.

50 0 50

Proj No: P2021.380.007 Date: 9/29/2025 Designed By: CWB Drawn By: ASD Scale: AS SHOWN Sheet: 1 of 1	Revisions Date / Description	PRELIMINARY SANITARY SEWER EXHIBIT	PRAIRIE RIDGE LOTS 1 THRU 54 & OUTLOTS "A" THRU "G" INCLUSIVE BENNINGTON, NEBRASKA	E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering ● Planning ● Environmental & Field Services 10909 Mill Valley Road, Suite 100 ● Omaha, NE 68154 Phone: 402.895.4700 ● Fax: 402.895.3599 www.eacg.com State of NE Certificate of Authorization #CA0006	

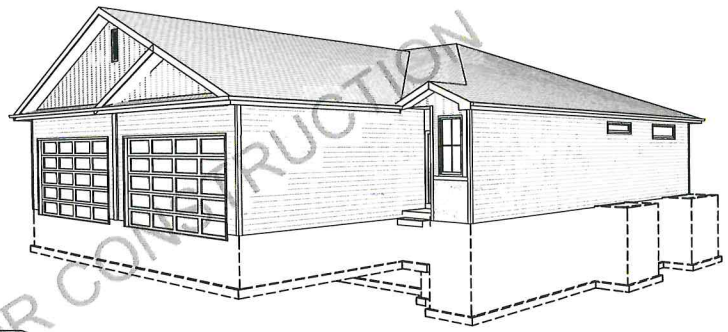
Dylan L. Schiltz 9/29/2025 10:24 AM K:\Projects\2021\380\07\Engineering\CAD Files\Plat Exhibits\Prelim Plat\Sani Sr Exhibit - 000.dwg



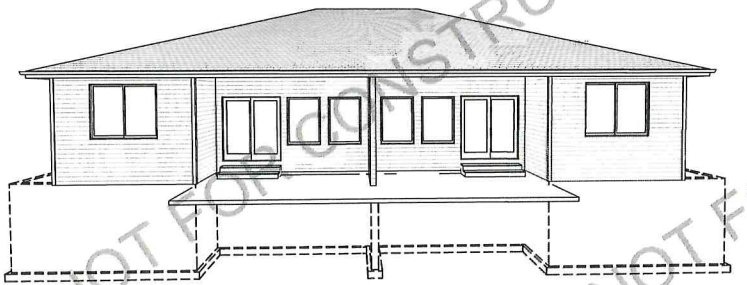
Proj No: P2021.380.007 Date: 9/29/2025 Designed By: CWB Drawn By: ASB Scale: AS SHOWN Sheet: 1 of 1	Revisions Date / Description		PRELIMINARY STORM SEWER EXHIBIT	PRAIRIE RIDGE LOTS 1 THRU 54 & OUTLOTS "A" THRU "G" INCLUSIVE BENNINGTON, NEBRASKA	E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 www.eacg.com State of NE Certificate of Authorization #CA0008

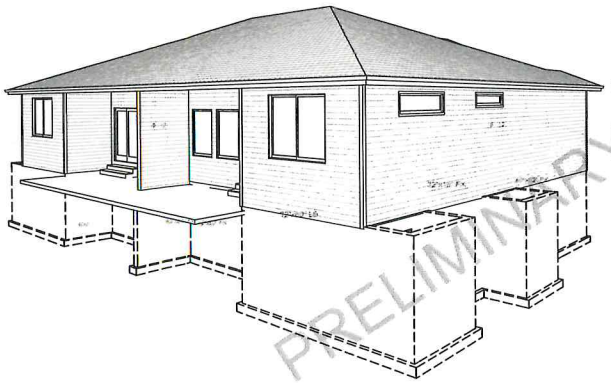

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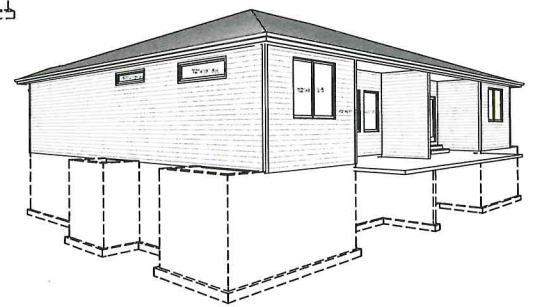












PRELIMINARY, NOT FOR CONSTRUCTION

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

PREPARED FOR:
EVOLVED STRUCTURES
TOWNHOME RANCH TWIN
EVOLVEDSTRUCTURES@GMAIL.COM

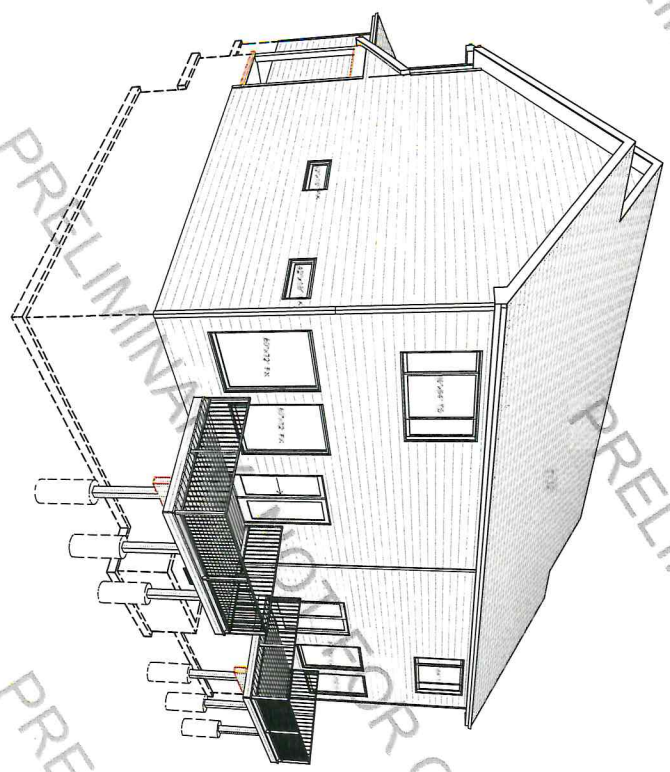
PROJECT LOCATION:
ADDRESS TBD
PROJECT PRAIRIE RIDGE

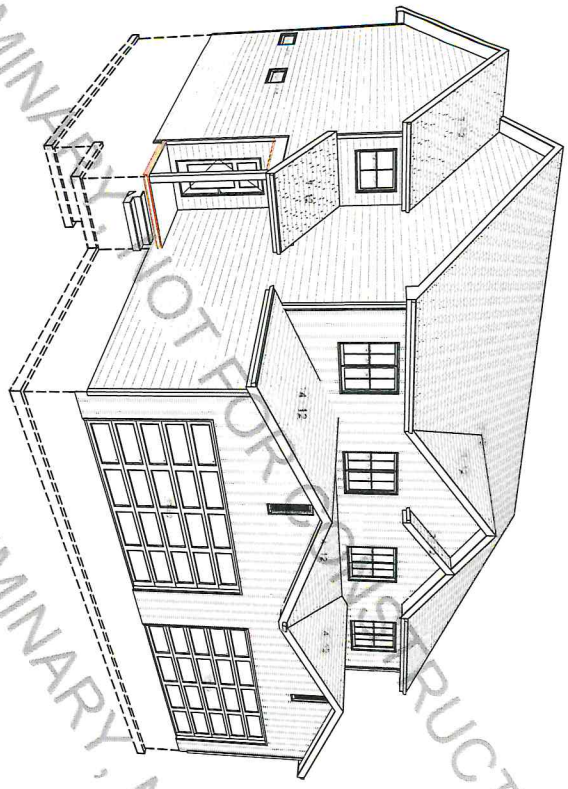
VIRTUACTIVE
VirtuActive - 3D Drafting & Design
231 Village Pointe Plaza, Suite 203, Omaha, NE 68118
www.VirtuActive.com | 402.379.2199

DATE:
9/25/2025

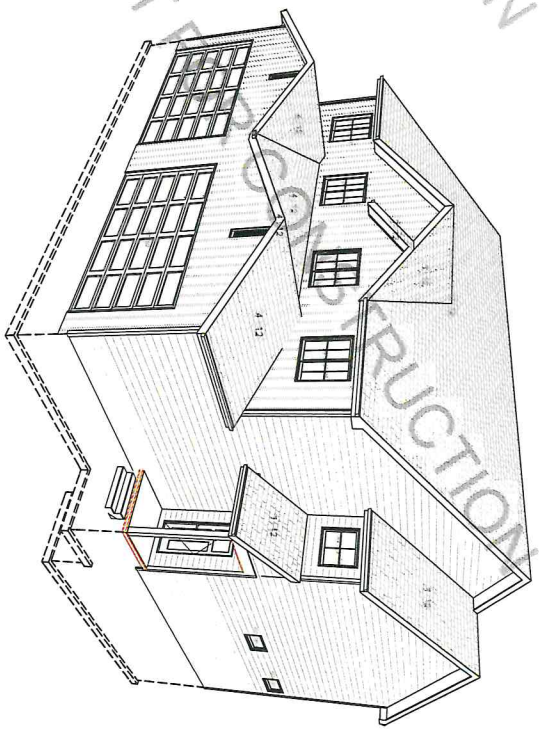
SHEET:
5 OF 8


17050









PRELIMINARY, NOT FOR CONSTRUCTION

SHEET:	5 OF 10
DATE:	9/25/2025

VIRTUACTIVE
VirtuActive - 3D Drafting & Design
1414 North 205th Street, Suite 2, Elkhorn, NE 68022
www.VirtuActive.com | 402.979.8100

PREPARED FOR:
EVOLVED STRUCTURES
TOWNHOME 2 STORY TWIN
314.591.2142

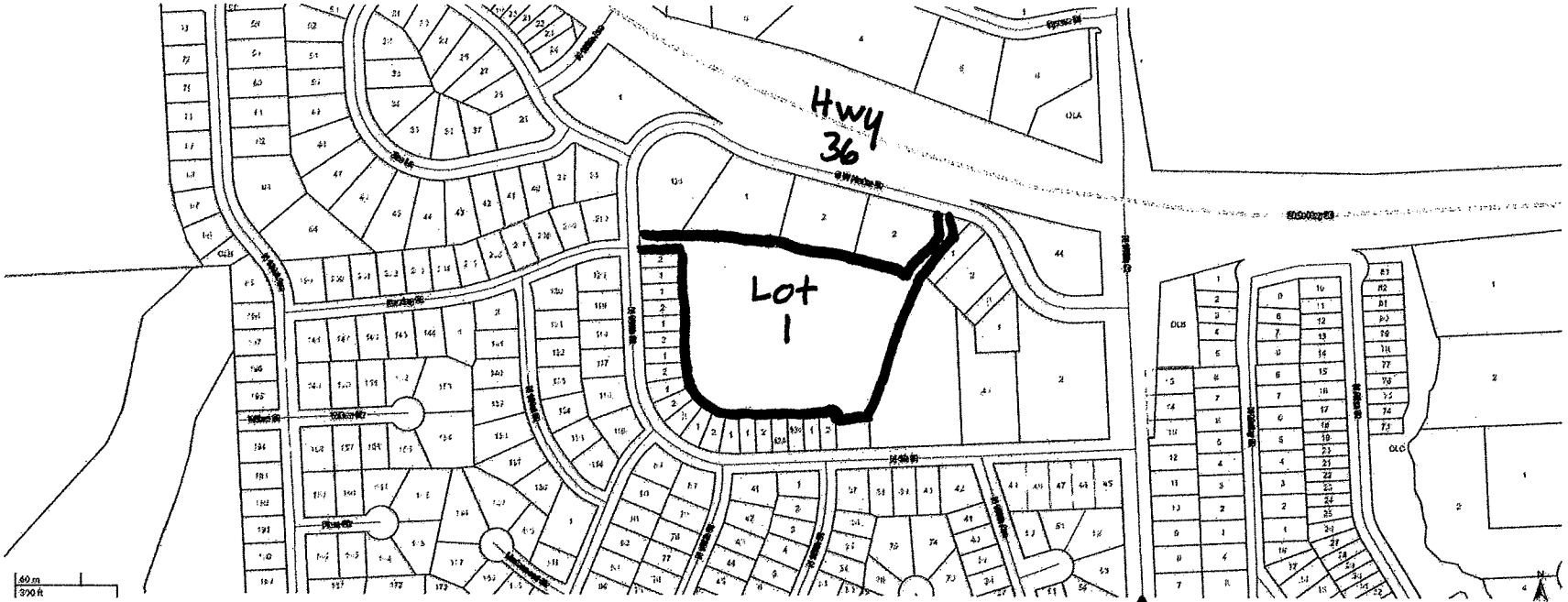
PROJECT LOCATION:
ADDRESS TBD
PROJECT PRAIRIE RIDGE

These drawings are the proprietary work product and property of VirtuActive, LLC developed for the exclusive use of VirtuActive, LLC. Use of these drawings and concepts contained therein without the written permission of VirtuActive, LLC is prohibited.

To the best of our knowledge these plans are drawn to comply with current specifications. The contractor, sub-contractors, suppliers, and/or homeowners shall verify all dimensions and enclosed drawings. Each individual contractor, sub-contractor, and supplier on the job must check all dimensions and other details prior to construction and be solely responsible therefore. Contractors, sub-contractors, suppliers, and/or homeowners, and governing body members shall hold harmless VirtuActive, LLC will not take responsibility for negligence on the jobsite due to lack of knowledge or lack of plan detail from the sub-contractors. VirtuActive is not an architect or engineer. Size, spacing, and location of dimensional members, site suitability, and dimensions shall be verified by the contractor, sub-

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

Beacon™ Douglas County, NE



Date created: 10/8/2025
Last Data Uploaded: 10/8/2025 2:51:39 AM
Developed by
SCHNEIDER GEOSPATIAL

Item #8

Ordinance No 546

2026 Sewer Rates

PROCEEDINGS AND PASSAGE OF ORDINANCE NO. 546:

The Mayor and City Council of the City of Bennington, Nebraska, met in regular session on October 14, 2025 and November 10, 2025, at 6:00 p.m., at the City Office, 15505 Warehouse Street, and acted upon the following described ordinance:

ORDINANCE NO. 546

AN ORDINANCE AMENDING SECTION 6-202 OF THE CITY OF BENNINGTON'S MUNICIPAL CODE AS ENACTED IN CITY OF BENNINGTON ORDINANCE NO. 526 REGARDING SANITARY SEWER USE RATES AND COLLECTIONS.

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

WHEREAS, it appears desirable and for the public good and the best interests of the City of Bennington that an Ordinance be passed amending Section 6-202 of the City of Bennington's Municipal Code as enacted in City of Bennington Ordinance No. 526 regarding sanitary sewer use rates and collections.

Section 1. Section 6-202 of Article II of Chapter VI of the Municipal Code of the City of Bennington as enacted in City of Bennington Ordinance No. 526 is amended so as to provide as follows:

SECTION 6-202: SEWER USE RATES; COLLECTION

1. The City has entered into an Interlocal Agreement with the Metropolitan Utilities District, a Nebraska municipal corporation and political subdivision, dated August 12, 2002 for the billing, collection, and remittance of the City's lawfully charged sewer use fees and applicable taxes, and the billing, payment, collection, and remittance practices and all other matters set forth in such Agreement, shall apply to the sanitary sewer system users within the sanitary sewer service jurisdiction of the City and are governed by such Agreement, and all of the terms and conditions of such Agreement are made a part hereof by reference.

2. The following sewer use rates, monthly customer charges, and flow rates shall apply and be charged to and collected from the sanitary sewer system users within the sanitary sewer service jurisdiction of the City beginning January 1, 2026.

A. Residential – Includes single-family, individual multi-family units, and mobile homes:

$~~24.20~~25.23 per month, and an additional sum of $~~3.46~~3.60 per each CCF or any part thereof discharged.

B. Commercial/Industrial Users with a Water Meter Size of One Inch or Less:

$~~36.27~~37.81 per month and an additional sum of $~~3.46~~3.60 per each CCF or any part thereof discharged.

C. Commercial/Industrial Users with a Water Meter Size Greater than One Inch and Less than or Equal to Two Inches:

$~~72.54~~75.62 per month and an additional sum of $~~3.46~~3.60 per each CCF or any part thereof discharged.

D. Commercial/Industrial Users with a Water Meter Size Greater than Two Inches and Less than or Equal to Three Inches:

$~~145.09~~151.26 per month and an additional sum of $~~3.46~~3.60 per each CCF or any part thereof discharged.

E. Additional Charges for Commercial/Industrial Users:

The following charges shall be in addition to the base and usage charges for abnormal strength wastewater flow, as determined by sampling of the wastewater flow:

i. Total Suspended Solids (TSS) greater than 300 milligrams per liter:

Cost is as provided in City of Omaha Municipal Code Section 31-147(d)(1) as amended.

ii. Biological Oxygen Demand (BOD) greater than 240 milligrams per liter:

Cost is as provided in City of Omaha Municipal Code Section 31-147(d)(2) as amended.

Section 2. The previous Section 6-202 of Article II of Chapter VI of the City of Bennington's Municipal Code as enacted in City of Bennington Ordinance No. 526, is hereby repealed, and the foregoing Section 1 of this Ordinance shall be codified in the Municipal Code of the City of Bennington as Section 6-202 of Article II of Chapter VI.

Following the introduction, the Ordinance was read by title for the first time at which time Council member Adam Lee moved that Ordinance No. 546 be approved on its first reading. Council member Rob Hamilton seconded the motion. Upon roll call vote the following Council members voted YEA: all. The following voted NAY: none. The approval of said Ordinance upon its first reading having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance approved on its first reading.

Ordinance No. 546 came up for a second reading at the meeting of the Mayor and Council on November 10, 2025. Council member _____ moved that the

statutory rule requiring that an ordinance be read by title on three separate occasions be dispensed with and that Ordinance No. 546 be passed and adopted. Council member _____ seconded the motion. Upon roll call vote the following Council members voted YEA: _____. The following voted NAY: _____. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance and said Ordinance was passed and adopted.

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

PASSED AND APPROVED this 10th day of November, 2025.

ATTEST:

_____ _____

CITY CLERK, MINDI LAAKER MAYOR, CLINT ADAMS

City of Bennington, Nebraska
Cost of Service & Rate Design Amendment
Flow of Future Funds - Wastewater
Proposed Rate Model

	Actual	Actual	Actual	Projected	Projected	Projected	
Monthly Wastewater Use Rate Categories	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	
			Residential				
Minimum Charge	$23.73	$24.20	$24.20	$25.23	$26.30	$27.42	
Commodity Charge per CCF	$3.39	$3.46	$3.46	$3.60	$3.76	$3.92	
			Commercial				
Minimum Charge for Meters ≤ 1"	$35.56	$36.27	$36.27	$37.81	$39.42	$41.09	
Minimum Charge for Meters ≤ 2"	$71.12	$72.54	$72.54	$75.62	$78.84	$82.19	
Minimum Charge for Meters ≤ 3"	$142.25	$145.09	$145.09	$151.26	$157.69	$164.39	
Commodity Charge per CCF	$3.39	$3.46	$3.46	$3.60	$3.76	$3.92	
						Rate of Inflation:	5.5%
				Yearly User and Consumption Increase:			2.0%

	2023	2024	2025	2026	2027	2028	Total
Operating Revenue				6%	6%	6%	
Wastewater Sale Revenue	$761,983	$895,584	$777,450	$821,741	$873,798	$929,154	$2,435,017
Other Income	$2,485	$0	$0	$239,500	$0	$0	$0
Total Operating Revenue	$764,468	$895,584	$777,450	$1,061,241	$873,798	$929,154	$2,437,502
O & M Expenses (Less Depreciation and Interest)	$469,193	$542,423	$735,816	$805,000	$791,000	$834,500	$1,747,431
Net Operating Revenue	$295,275	$353,161	$41,635	$256,241	$82,798	$94,654	$690,071
Additional Obligations							
CIP and Reserve	$42,046	$49,257	$55,843	$406,958	$58,102	$59,268	$147,146
Debt Expense	$55,940	$514,591	$0	$0	$0	$0	$570,531
Total Other Obligations	*$97,986*	*$563,848*	*$55,843*	*$406,958*	*$58,102*	*$59,268*	$717,677
Total Annual Revenue	*$764,468*	*$895,584*	*$777,450*	*$1,061,241*	*$873,798*	*$929,154*	$2,437,502
Total Annual Expenses	*$567,179*	*$1,106,271*	*$791,659*	*$1,211,958*	*$849,102*	*$893,768*	$2,465,108
Net Balance from Operations	$197,289	($210,687)	($14,208)	($150,717)	$24,696	$35,386	($27,606)
Percent Deficiency of Water Service Revenue	---	-23.5%	-1.8%	-14.2%	---	---	-1.1%
Beginning Cash Balance	$637,113	$971,314	$760,627	$746,419	$595,702	$620,398	
Ending Cash Balance	$971,314	$760,627	$746,419	$595,702	$620,398	$655,784	

2026 Sewer Rate Review for the City of Bennington, NE

Revenues and Expenses

	Actual	Actual	Actual	Projected	Projected	Projected
Revenue	2023	2024	2025	2026	2027	2028
Charges for Services						
Bond Proceeds	$0	$0	$0	$0	$0	$0
Sewer Connection Permit Fee	$161,408	$231,718	$234,828	$239,500	$244,300	$249,200
Sewer Receipts	$600,575	$663,866	$777,450	$793,000	$808,900	$825,100
Other Miscellaneous Income	$2,485	$0	$3,055	$3,100	$3,200	$3,300
Total Revenues	**$764,468**	**$895,584**	**$1,015,333**	**$1,035,600**	**$1,056,400**	**$1,077,600**
Expenses	2023	2024	2025	2026	2027	2028
Repairs & Maintenance	$0	$35,017	$36,644	$0	$0	$0
People Service Contract	$15,770	$16,600	$17,335	$18,300	$19,300	$20,400
Miscellaneous	$0	$101	$135	$0	$0	$0
Locates	$0	$0	$0	$0	$0	$0
City of Omaha	$321,958	$311,397	$382,890	$403,900	$426,100	$449,500
MUD Billing Charge	$25,139	$26,458	$31,501	$46,500	$49,100	$51,800
Sewer Connections	$106,326	$152,850	$261,918	$276,300	$291,500	$307,500
Debt Expense	$55,940	$514,591	$0	$0	$0	$0
Engineering	$0	$0	$5,391	$60,000	$5,000	$5,300
Total Expenses	**$525,133**	**$1,057,014**	**$735,816**	**$805,000**	**$791,000**	**$834,500**
O&M Expenses (Total less Debt)	**$469,193**	**$542,423**	**$735,816**	**$805,000**	**$791,000**	**$834,500**
Operating Income	**$239,335**	**($161,430)**	**$279,518**	**$230,600**	**$265,400**	**$243,100**

Bond Payments

Bonds	2023	2024	2025	2026	2027	2028
Molley Street Sanitary Sewer Bonds Series 2018	$55,940	$541,591				
Total	**$55,940**	**$541,591**				

Capital Improvement Projects

Expected Capital Improvements Projects (CIP)	2023	2024	2025	2026	2027	2028
Stark/Allen/Molley Street Sewer Improvements				$350,000		

Item #9

Resolution No. 2025-08

Year End Certification

City Street Superintendent

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING**: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

RESOLUTION

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2025

Resolution No. 2025-08

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of City of Bennington
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 10th (Date) day of November (Month), 2025 at Bennington, Nebraska.

City Council/Village Board Members

Kaye Bridgeford
Rob Hamilton
Adam Lee
Shane Pekny

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

Attest:

_____
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below.** **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING**: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

Year-End Certification of City Street Superintendent
For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January (Month) 1 (Day), 2025 to December (Month) 31 (Day), 2025

*(1)(a) The municipality of Bennington (Print name of City or Village) certifies that: Julie Ogden (Print name of Superintendent as it appears on license card if applicable) was the appointed City Street Superintendent during the above period. ***IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.***

(b) the superintending services of the above listed individual were provided by: *(Check one box)*

- ☐ Employment with this Municipality
- ☒ Contract (consultant) with this Municipality
- ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____ _____ ,

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* *city engineer* ☒ *village engineer* ☐ *public works director* ☐ *city manager* ☐ *city administrator* ☐ *street commissioner* ☐

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1320 and Class of License _____ (A or B), and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____

Signature of Mayor ☐ ***Village Board Chairperson*** ☐ *(Check one box)*

*(3) If during the calendar year your municipality **(a)** did not have an appointed City Street Superintendent for any portion(s) of the year; or **(b)** had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or **(c)** had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent assisted with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.

Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Item #10

Traffic Study

City of Omaha Estimate

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

Record # 010729

Billing: traffic signal equipment 10/23/2025

Bill To:

Address:

Finance Department
Final ☐ Not Final ☐
Statement #
Dated

Location 156 ST & BENNINGTON RD

Work Desc Add NBLT & SBLT 4-section. Bill City of Bennington

Personnel	Hours	Classification	Cost
	10	Traffic Signal Technician I	514.05
	10	Traffic Signal Technician II	579.00
		subtot	1093.05

Equipment	Hours	ID #	Description	
	10	3-586	hi-reach truck	500.00
	10	3-539	hi-reach truck	500.00
			subtot	1000.00

Materials	Qty	Reference Number	Description	
	150 /FT	1-770	14 AWG 7C SOL (IMSA 20-1)	141.00
	2 EA	5-1405	TS-1LFF	1444.00
	4 EA	15-1385	ENGINEERING OVERSIGHT	400.00
			subtot	1985.00

TOTAL 4078.05

Completed Date
Completed By HOPSON, JAY

Prepared By

Checked By

Credit: 12131-116187-43999

Make Checks payable to: City of Omaha
Send Checks to:

Item #11

Resolution No. 2025-09

Stop Sign Installation

CITY OF BENNINGTON
CITY COUNCIL

RESOLUTION 2025-09

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, PROVIDING FOR THE PLACEMENT OF A STOP SIGN ON THE EAST SIDE OF HARVEST LANE AT WAREHOUSE STREET.

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

WHEREAS, the Mayor and City Council have determined that it is desirable and for the public good and the best interests of the City of Bennington that a Stop sign be placed on the east side of Harvest Lane at Warehouse Street.

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

Section 1. A Stop sign shall be installed on the east side of Harvest Lane at Warehouse Street.

PASSED AND APPROVED this 10th day of November, 2025.

CITY OF BENNINGTON, NEBRASKA

_____
Clint Adams, Mayor

ATTEST:

_____
Mindi Laaker, City Clerk

Item #12

Public Works Building

Application and Certificate For Payment

To Owner:	City of Bennington 15505 Warehouse Street Bennington, NE 68007	Project:	Bennington PW Building 15801 Bennington Rd. Bennington, NE 68007	Application No: 6 Period To: 10/31/25 Architect's Project No:	Date: 10/25/2025
From (Contractor):	Darland Construction Co. 4115 S 133rd Street Omaha, NE 68137	Contractor Job Number:	25-1-007	Contract Date:	
Phone:		Via (Architect):			
		Contract For:			

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner			15,781.30	-17,000.00
	Number	Date Approved		
Change orders approved this month	PCCO 005	10/15/25	11,993.30	
	PCCO 006	10/29/25	3,802.00	
Totals			15,795.30	
Net change by change orders			14,576.60	

Original contract sum	1,731,875.00
Net change by change orders	14,576.60
Contract sum to date	1,746,451.60
Total completed and stored to date	1,544,590.00
Retainage	
5.0% of completed work	77,229.50
0.0% of stored material	0.00
Total retainage	77,229.50
Total earned less retainage	1,467,360.50
Less previous certificates of payment	1,148,424.60
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**318,935.90**
Balance to finish, including retainage	279,091.10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:
By: [signature] Date: 11/3/25
State of: Nebraska County of: Douglas
Subscribed and sworn to before me this 3rd day of November 2025 (year). Notary public: Julie A. Vodicka
My commission expires [illegible]

GENERAL NOTARY-State of Nebraska
JULIE A VODICKA
My Comm. Exp. April 10, 2029

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:
By: [signature] Date: 11.05.2025

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: City of Bennington
From (Contractor): Darland Construction Co.
Project: Bennington PW Building

Application No: 6 Date: 10/25/25 Period To: 10/31/25
Contractor's Job Number: 25-1-007
Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
001.00	Grading	76,894.00	47,191.00	29,703.00	0.00	76,894.00	100.00	0.00	3,844.70	
002.00	Site Utilities	62,985.00	57,000.00	5,985.00	0.00	62,985.00	100.00	0.00	3,149.25	
003.00	Site Concrete	95,934.00	28,000.00	67,934.00	0.00	95,934.00	100.00	0.00	4,796.70	
004.00	Landscaping	13,802.00	0.00	0.00	0.00	0.00	0.00	13,802.00	0.00	
005.00	Site Improvements	4,945.00	0.00	0.00	0.00	0.00	0.00	4,945.00	0.00	
006.00	Building Concrete	199,385.00	199,385.00	0.00	0.00	199,385.00	100.00	0.00	9,969.25	
007.00	Miscellaneous Steel	104,772.00	28,000.00	60,000.00	0.00	88,000.00	83.99	16,772.00	4,400.00	
008.00	Millwork	3,275.00	0.00	0.00	0.00	0.00	0.00	3,275.00	0.00	
009.00	Joint Sealants	7,321.00	0.00	0.00	0.00	0.00	0.00	7,321.00	0.00	
010.00	Openings	60,580.00	27,000.00	28,000.00	0.00	55,000.00	90.79	5,580.00	2,750.00	
011.00	Drywall & Acoustic Ceilings	64,000.00	30,000.00	20,000.00	0.00	50,000.00	78.13	14,000.00	2,500.00	
012.00	Finishes	21,687.00	4,000.00	0.00	0.00	4,000.00	18.44	17,687.00	200.00	
013.00	Pre-Engineered Metal Building	420,700.00	420,300.00	0.00	0.00	420,300.00	99.90	400.00	21,015.00	
014.00	Fire Sprinkler System	35,860.00	3,586.00	30,000.00	0.00	33,586.00	93.66	2,274.00	1,679.30	
015.00	Plumbing	91,376.00	37,000.00	12,500.00	0.00	49,500.00	54.17	41,876.00	2,475.00	
016.00	HVAC	87,770.00	53,906.00	20,000.00	0.00	73,906.00	84.20	13,864.00	3,695.30	
017.00	Electrical	116,550.00	56,000.00	31,000.00	0.00	87,000.00	74.65	29,550.00	4,350.00	
018.00	GC's/GR's/Fee	278,615.60	217,500.00	30,600.00	0.00	248,100.00	89.05	30,515.60	12,405.00	
	Application Total	1,746,451.60	1,208,868.00	335,722.00	0.00	1,544,590.00	88.44	201,861.60	77,229.50	

CONDITIONAL CONTRACTOR'S WAIVER OF LIEN

The undersigned, **Darland Construction Co.** ("Contractor") has been employed by **City of Bennington**, ("Owner") to furnish labor and materials for the project known as **Bennington Public Works Building**, located at **15801 Bennington Rd, Bennington NE 68007**.

Conditioned upon Owner's payment in the amount of **$318,935.90**, Contractor does hereby waive, release and surrender any and all liens or claims of right of lien for labor, services, material, fixtures, apparatus or machinery included in the invoiced amount above. The right to lien shall remain for any amounts unbilled and retainage withheld for the period up to and including **October 31, 2025**. In addition, if any amounts remain unpaid from previous pay requests, such payment must be received by Contractor to remove the conditional status of this waiver.

Darland Construction Co.

Date signed 11/3/25

John Maderak, Senior Project Manager

NOTARY SEAL

STATE OF **NEBRASKA**

COUNTY OF **DOUGLAS**

I, Julie A. Vodicka, a Notary Public in and for said County, do hereby certify that John Maderak, personally known to me to be Senior Project Manager of Darland Construction Co. and the identical person described in and whose name is affixed to the above instrument, and acknowledged the execution thereof to be his/her voluntary act and deed. Given under my hand and seal this 3rd day of November, 2025.

Julie A. Vodicka

GENERAL NOTARY-State of Nebraska
JULIE A VODICKA
My Comm. Exp. April 10, 2029

UNCONDITIONAL CONTRACTOR'S WAIVER OF LIEN

The undersigned, **Darland Construction Co.** ("Contractor") has been employed by **City of Bennington**, ("Owner") to furnish labor and materials for the project known as **Bennington Public Works Building**, located at **15801 Bennington Rd, Bennington NE 68007**.

For and in consideration of **$407,398.00**, Contractor does hereby unconditionally waive, release and surrender any and all liens or claims of right of lien for labor, services, material, fixtures, apparatus or machinery included in the invoiced amount above. The right to lien shall remain for any amounts unbilled and retainage withheld for the period up to and including **September 30, 2025**.

Darland Construction Co.

Date signed 11/3/25

John Maderak, Sr. Project Manager

NOTARY SEAL

STATE OF **NEBRASKA**

COUNTY OF **DOUGLAS**

I, Julie A. Vodicka, a Notary Public in and for said County, do hereby certify that John Maderak, personally known to me to be Sr. Project Manager of Darland Construction Co. and the identical person described in and whose name is affixed to the above instrument, and acknowledged the execution thereof to be his/her voluntary act and deed. Given under my hand and seal this 3rd day of November, 2025.

Julie A Vodicka

GENERAL NOTARY-State of Nebraska
JULIE A VODICKA
My Comm. Exp. April 10, 2029

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Bennington Public Works Building Bennington, Nebraska	**CONTRACT INFORMATION:** Contract For: General Construction Date: April 22, 2026	**CHANGE ORDER INFORMATION:** Change Order Number: 006 Date: October 28, 2025
OWNER: *(Name and address)* City of Bennington 15505 Warehouse Street Bennington, NE 68007	**ARCHITECT:** *(Name and address)* JEO Architecture, Inc. 2000 Q Street, Suite 500 Lincoln, Nebraska 68503	**CONTRACTOR:** *(Name and address)* Darland Construction Co 4115 So. 133rd St Omaha, NE 68137

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Adding funds to the intial $10,000.00 Landscaping allowance to complete the composting, seeding and erosion blanketing around the large detention cell. Add: $3,802.00

The original Contract Sum was	$	1,731,875.00
The net change by previously authorized Change Orders	$	27,139.30
The Contract Sum prior to this Change Order was	$	1,759,014.30
The Contract Sum will be increased by this Change Order in the amount of	$	3,802.00
The new Contract Sum including this Change Order will be	$	1,762,816.30

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 6, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JEO Architecture, Inc. **ARCHITECT** *(Firm name)*	Darland Construction Co **CONTRACTOR** *(Firm name)*	City of Bennington **OWNER** *(Firm name)*
SIGNATURE	John Maderak **SIGNATURE**	**SIGNATURE**
Jarred Meyer, Associate AIA|LEED AP BD+C, Associate AIA **PRINTED NAME AND TITLE**	John Maderak **PRINTED NAME AND TITLE**	Kevin Hand **PRINTED NAME AND TITLE**
10.28.2025 **DATE**	10/28/25 **DATE**	10-29-25 **DATE**

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User Notes:
(3B9ADA39)

Darland
BUILDING TO A HIGHER STANDARD

Darland Construction Co.
4115 S 133rd St
Omaha, Nebraska 68137

PCCO #006

Project: 25-1-007 - Bennington Public Works Building
15801 Bennington Rd.
Bennington, Nebraska 68007

Prime Contract Change Order #006: Added Landscape Funds

TO:	**City of Bennington** 15505 Warehouse St. Bennington, Nebraska 68007	**FROM:**	**Darland Construction Co.** 4115 S 133rd St Omaha, Nebraska 68137
DATE CREATED:	10/28/2025	**CREATED BY:**	John Maderak **(Darland Construction Co.)**
CONTRACT STATUS:	Pending - Not Proceeding	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	25-1-007 - COB00:25-1-007 Prime Contract	**TOTAL AMOUNT:**	$3,802.00

DESCRIPTION:
Adding funds to the initial $10,000.00 Landscaping allowance to complete the composting, seeding and erosion blanketing around the large detention cell .

Total for this work is $ 13,802.00.

ATTACHMENTS:
Basin and side slope seeding erosion netting= $ 13,802.00.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
007	Added Landscaping Funds		$3,802.00
		Total:	$3,802.00

CHANGE ORDER LINE ITEMS:

PCO # 007: Added Landscaping Funds

#	Budget Code	Description	Amount
1	032-3215-020.ALW Landscaping.ALLOWANCE	Landscaping	$3,802.00
		Grand Total:	**$3,802.00**

The original (Contract Sum)	$1,731,875.00
Net change by previously authorized Change Orders	$10,774.60
The contract sum prior to this Change Order was	$1,742,649.60
The contract sum would be changed by this Change Order in the amount of	$3,802.00
The new contract sum including this Change Order will be	$1,746,451.60
The contract time will not be changed by this Change Order.	

Jarred Meyer (JEO Consulting Group, Inc.)	**City of Bennington**	**Darland Construction Co.**
2000 Q st	15505 Warehouse St.	4115 S 133rd St
Lincoln, Nebraska 68503	Bennington, Nebraska 68007	Omaha, Nebraska 68137
	10-29-25	10/28/25
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

Item #13

Big Papio Creek Trail

Environmental Services

Prelim Engineering Services

RESOLUTION

SIGNING OF ENVIRONMENTAL SERVICES AGREEMENT

BK2554

City of Bennington

Resolution No. _____

Whereas: City of Bennington is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bennington as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bennington and HDR Engineering, Inc. wish to enter into an Environmental Services Agreement to provide Environmental Services for the Federal-aid project.

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

Clint Adams, Mayor of the City of Bennington, is hereby authorized to sign the attached Environmental Services Agreement between the City of Bennington and HDR Engineering, Inc.

NDOT Project Number: CRP-TAP-28(175)

NDOT Control Number: 22995

NDOT Project Description: Big Papio Creek Trail

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

The City Council of the City of Bennington

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "D"

NEBRASKA BOARD OF EXAMINERS
FOR COUNTY HIGHWAY AND CITY STREET SUPERINTENDENTS

2026-2028 APPLICATION FOR INITIAL CLASS A LICENSE

PLEASE PRINT. All information submitted on this form and on the attached log MUST BE LEGIBLE.
PHOTOCOPIES OR FAXES OF COMPLETED APPLICATIONS WILL NOT BE ACCEPTED.

Application Fee: $75

Unsuccessful Class A applicants will remain licensed as Class B instead of receiving the Class A License.

1. **Applicant:**

   Dayton J. Maul
   1715 H Ave
   Kearney NE 68847

2. **Name and Address Changes** *(if any)*:
   New/Corrected address in full _____
   City _____ State _____ Zip _____

3. **Other General Information:**
   Email _____
   Daytime Phone(s) (____) ____-_____ (____) ____-_____ (____) ____-_____
   Present Position *(Title, Employer and Town)* _____
   _____

4. **Class B License Held: S-1760**

5. **Prior Experience:** You must have *either:*
   - At least 24 months experience (at least half-time) as an *employed appointed* County Highway Superintendent or City Street Superintendent, within the preceding 6 years. "Employed" means an ongoing relationship as an employee fulfilling the functions of a County Highway Superintendent or City Street Superintendent but shall not include an independent contractor. "Appointed" means designated for incentive funds purpose. ***-or-***
   - At least 48 months *comparable work experience* (at least half-time) in the preceding 8 years.
   - *Check one of the following boxes and attach the corresponding log (**5a** Employed Superintendent Experience, **-or- 5b** Comparable Experience)*

     (5a) ☐ Employed Superintendent: attach **Employed Appointed Superintendent Experience Log; *-or-***

     (5b) ☐ Comparable experience: attach **Comparable Experience Log.**

6. **Certification:** I certify that the information on this Renewal Application and the Total Professional Development Hours (PDH) form is accurate and complete, to the best of my knowledge.

   Signature of applicant: _____ **Date:** _____ ___, 20___

   The oversigned appeared before me and did attest that the information on this application and on the attached form is true and complete.

   STATE OF NEBRASKA)
)ss.
   COUNTY OF _____)

   Subscribed, sworn to and acknowledged before me by _____, this _____ day of _____, 20___.

   SEAL

   _____
   Signature of Notary Public

Attach Experience Log , NDOT Form 289 and a check* or money order* *(do not mail cash)* payable to "Nebraska Department of Transportation" and return this application by no later than the close of business December 31, 2025, to:

Nebraska Board of Examiners for County Highway and City Street Superintendents
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509

(If delivered in person or by express services: Nebraska Department of Transportation, Boards - Liaison Services Section, Nebraska Department of Transportation, Central Headquarters, Materials and Research Building, Room 123B, 1400 Nebraska Parkway, Lincoln, Nebraska 68502)

*The application fee is not refundable. An application (including the Experience Log, NDOT Form 289 and the $75 application fee) which has not been received in the Board office by no later than the close of business December 31, 2025, or which is still incomplete at that time, will not be processed.

NDOT Form 289 is available on the NDOT Boards - Liaison Services Section website:
https://dot.nebraska.gov/business-center/lpa/boards-liaison/bex/downloads/

This form is authorized by Title 425, Chapter 2, Nebraska Administrative Code (425 NAC 2)

Task Order Agreement No.		BK2554
Master Agreement No.		BK2402
Effective (NTP) Date		
Task Order Amount	CPFF	$9,252.30

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

LPA PROJECTS

CITY OF BENNINGTON
HDR ENGINEERING, INC.
PROJECT NO. CRP-TAP-28(175)
CONTROL NO. 22995
BIG PAPIO CREEK TRAIL
ENVIRONMENTAL SERVICES

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

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2402 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. CRP-TAP-28(175) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Environmental Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project \Manager

Firm Name	HDR Engineering, Inc.
Consultant/Vendor Number	6155
Address	1917 S 67th Street, Omaha, NE 68106
Project Manager's Name	Meagan Schnoor
Project Manager's Phone	402-399-4983

1.2 LPA RC

Name	John Bohrer
Phone Number	402-238-2375

1.3 State RC

Name	Walaa Kambal
Phone Number	402-479-4435

1.4 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 State, on LPA's behalf, will issue Consultant a written Notice to Proceed upon full execution of this Task Order. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf. will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by December 7, 2028. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

3.1 *Effective Date* -- This Task Order is effective when executed by the Parties.

3.2 *Expiration Date* -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

3.3 *Duration of this Task Order* – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed this Task Order.

3.5 *Termination or Suspension* – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for project CRP-TAP-28(175), in Bennington, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.

4.2 Exhibits "A" and "B" are the result of the following process:

4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project

4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document

4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.

4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible

for completing the Services under this Task Order. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

6.1 Consultant 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. Consultant agrees to contractually require any subconsultants 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.

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at http://dot.nebraska.gov/media/2802/dr289.pdf.

b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

7.1 Consultant's fee proposal is attached as Exhibit "B", and incorporated herein by this reference.

7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
c. Funding priorities of LPA, or State on LPA's behalf, have changed
d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
h. Consultant fails to meet the standard of care applicable to the Services
i. Consultant fails to meet the performance requirements of this Task Order
j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

8.2 Suspension

a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Environmental for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

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

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

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

EXECUTED by Consultant this 3rd day of November, 2025.

HDR ENGINEERING, INC.
Ann E. Williams, P.E.

Ann E. Williams
Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 3 day of November, 2025.

GENERAL NOTARY - State of Nebraska
THERESA MCKINLEY
My Comm. Exp. January 10, 2028

Theresa McKinley
Notary Public

EXECUTED by the City of Bennington this _____ day of _____, 20____.

CITY OF BENNINGTON
Clint Adams

_____
Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

_____
Clerk

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

_____ _____
Date

EXHIBIT "A"

Scope of Services
For
Scoping NEPA Services
Project Name: Big Papio Creek Trail, Bennington
Project Number: CRP-TAP-28(175)
Control Number: 22995

Description of Services

This scope of services (SOS) is for the completion of scoping activities, as detailed below, as they relate to ultimate and subsequent National Environmental Policy Act (NEPA) and permitting activities for the construction of a pedestrian and bicycle connection (Big Papio Creek Trail) from the existing trail along Bennington Road, along 156th Street, and ending at S Stark Street, Bennington.

NDOT to provide:

The City of Bennington and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A *"Local Public Agency (LPA) Project Programming Request, NDOT Form 530".*
- The approved Probable Class of NEPA Action, NDOT Form 53.
- A draft copy of the Scope of Services for NEPA (Word doc).
- A draft copy of the Scope of Services, Workbook for NEPA (Excel file).
- A copy of the PCM 0 document
    - A copy of Environmental Constraints/Risks Desktop Review Summary Table (PDF file)

The NEPA Consultant will work with the Preliminary Engineering (PE) Consultant to develop the "Purpose and Need", "Project Description", and "Project Details" for the Local Public Agency (LPA) project using Nebraska Environmental Document System (NEDS).

The Purpose and Need for the project developed by the NEPA Consultant will be used to complete the Local Public Agency (LPA) Project Programming Request, NDOT Form 530. The NEPA Consultant will work with the PE Consultant in completing the NDOT Form 530.

Using the current version of the Scope of Services and Workbook for National Environmental Policy Act (NEPA) services the NEPA Consultant will develop a site-specific scope of services (SOS). The SOS will address the study and documentation needs detailed in the approved Probable Class of NEPA Action NDOT Form 53. The goal of developing a project specific SOS is to address the items identified in the Probable Class of NEPA Action document is to ensure compliance with the National Environmental Policy Act.

Development of the SOS for NEPA services is a phased process starting with a PCM 0. The NEPA Consultant will work with the PE Consultant in preparing the PCM 0 form as well as the NDOT Form 530 for review and approval by NDOT, and a site visit will be conducted. After approval of the NDOT Form 530 and NDOT has received the project description, purpose and need as well as the project details, NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

Schedule:

Notice to Proceed (NTP) with developing scope of NEPA services.
PCM 0
Attend Site Visit.
Submit LPA, Project Programming Request Form 530 to NDOT for approval.
NDOT Approves Project Programming Request Form 530
PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.
NEPA Consultant submits Project Description, Purpose & Need, and Project Details
NDOT Approves Probable Class of NEPA Action NDOT Form 53
NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53.
NTP with PE services
NTP with NEPA services

The NDOT Project Coordinator (PC)/Responsible Charge (RC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from the following to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.
NDOT, LPA, PC/RC.
NDOT, LPA, Right of Way Coordinator.
NDOT, Bridge Division Representative.
NDOT, Environmental Coordinator
NDOT, Section 106 Cultural Resource Coordinator
NDOT District, Environmental Superteam Member
NDOT District, Design Superteam Member
LPA, Project Liaison (PL)
PE, Consultant
NEPA, Consultant
Representatives from known utilities, Public and Private.

Task:

Development of Scope of Services for NEPA

- Project Management (assumed 4 month schedule)
- Work with the PE consultant to develop the Project Description, Project Details, Purpose and Need, and NDOT Form 530.
- Develop the Scope of services and corresponding workbook for NEPA
- Work with the PE Consultant in developing a schedule of professional services from Notice to Proceed to PS&E turn in of the project
- Attend PCM 0 and prepare preliminary environmental constraints map.

Site Visit

Attend a site visit
Travel

Special instructions:

Initial tasks in the scope of services (Word document) which do not apply to this project are to be stricken through and later deleted after review and concurrence by the PC/RC the tasks do not apply. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and concurrence by the PC/RC are not applicable. Tasks are to be hidden rather than to be deleted as to not corrupt the Excel file.

SOS for NEPA Scoping Phase

Consultant Estimate of Hours

Project Name:	Big Papio Creek Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22995
Location (City, County):	City of Bennington
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
City Project Liaison:	John Bohrer and/or Kevin Hand
Phone/Email:	402-238-2375 / publicworks@benningtonne.com|531-283-2391 / administrator@benningtonne.com
NDOR RC:	Walaa Kambal
Phone/Email:	402-479-4435 / Walaaeldin.Kambal@nebraska.gov
Date:	October 14, 2025

TASKS	PERSONNEL CLASSIFICATIONS**											
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	STRE	Total
Development of Scope of Services for NEPA			26	34				4				64
1 Project Management				6				4				10
2 Prepare Project Description			6	4								
3 Prepare Project Details			6	4								
4 Prepare Purpose & Need			6	4								
5 Scope of services and corresponding workbook for NEPA				8								
6 Develop a schedule				4								
7 PCM 0			8	4								
Site Visit			5	5								10
1 Site visit			4	4								8
2 Travel From Travel Calcs. Tab			1	1								2
Total Hours			31	39				4				74
Total Days (8 hrs)			3.9	4.9				0.5				9.3

CLASSIFICATIONS*:

PR	=	Principal	PM	=	Project Manager	SPC	Survey Party Chief
RLS	=	Registered Land Surveyor	ENG	=	Engineer	SUR	Surveyor I
ENV	=	Environmental Scientist	SDES	=	Senior Designer/Technician	STRE	Structural Engineer
ADM	=	Administrative	SENG	=	Senior Engineer		

** For Project Manager, use one of the technical classifications*

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the*

Travel Calculations & Notes

Project Name: Big Papio Creek Trail, Bennington
Project Number: CRP-TAP-28(175)
Control Number: 22995
Date: 7-Oct-25

		Starting Location:	Omaha, NE	Omaha, NE			Travel Summary	
		Ending Location:	Bennington, NE	Bennington, NE				
		Roundtrip distance to/from (miles):	35					
		Roundtrip travel time (minutes):	30.00	30.00			Miles	Hours
# of Roundtrips/Staff -->	PR						0	0.0
-->	RLS						0	0.0
-->	ENV			1			0	0.5
-->	PM	1					35	0.5
-->	SENG						0	0.0
-->	ENG						0	0.0
-->	SDES						0	0.0
-->	ADM						0	0.0
-->	SPC						0	0.0
-->	SUR						0	0.0
-->	STRE						0	0.0
						Total:	35	1.0

Notes & Assumptions

SOS for PE NEPA for BRO
Labor Rates

Project Name:	Big Papio Creek Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22995
Location (City, County):	City of Bennington
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
County Project Liaison:	John Bohrer and/or Kevin Hand
Phone/Email:	402-238-2375 / publicworks@benningtonne.com|531-283-2391 / administrator@benningtonne.com
NDOR RC:	Walaa Kambal
Phone/Email:	402-479-4435 / Walaaelden.Kambal@nebraska.gov
Date:	########

Labor Costs:				
Code	**Classification Title**	**Hours**	**Blended Rate**	**Amount**
PR	Principal			
RLS	Registered Land Suveyor			
ENV	Environmental Scientist	31	$29.43	$912.33
PM	Project Manager	39	$52.77	$2,058.03
SENG	Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician			
ADM	Administrative	4	$47.05	$188.20
SPC	Survey Party Chief			
SUR	Surveyor I			
STRE	Structural Engineer			
TOTALS		74		$3,158.56

Overhead Rate: 161.23% **Fixed Fee:** 11.60%

FCCM (if applicable) 0.54%

CLASSIFICATIONS:

PR	=	Principal	PM	=	Project Manager	SPC	Survey Party Chief
RLS	=	Registered Land Suveyor	ENG	=	Engineer	SUR	Surveyor I
ENV	=	Environmental Scientist	SDES	=	Senior Designer/Technician	STRE	Structural Engineer
ADM	=	Administrative	DES	=	Designer/Technician		

Blended Rates Worksheet

STAFFING PLAN

EMPLOYEE NAME	CLASSIFICATION[1]	SALARY RATE	% ASSIGNED[2]
Environmental Scientist			
Tessa Dethlefs	Environmental Scientist	$29.43	100.00%
		Blended Rate:	$29.43
Project Manager			
Meagan Schnoor	Project Manager	$52.77	100.00%
		Blended Rate:	$52.77
Administrative			
Ben Lynch	Controller	$47.05	100.00%
		Blended Rate:	$47.05

[1] *Input actual employee classification as designated by firm.*

[2] *Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".*

SOS for PE NEPA for BRO

Direct Expenses

Project Name:	Big Papio Creek Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22995
Location (City, County):	City of Bennington
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
County Project Liaison:	John Bohrer and/or Kevin Hand
Phone/Email:	402-238-2375 / publicworks@benningtonne.com|531-283-2391 / administrator@benningtonne.com
NDOR RC:	Walaa Kambal
Phone/Email:	402-479-4435 / Walaaelden.Kambal@nebraska.gov
Date:	10/14/2025

Subconsultants:	Quantity	Unit Cost	Amount
		Subtotal	

Printing and Reproduction:	Quantity	Unit Cost	Amount
	25	$0.10	$2.50
		Subtotal	$2.50

Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	35	$0.700	$24.50
		Subtotal	$24.50

Lodging/Meals:	Quantity	Unit Cost	Amount
		Subtotal	

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
		Subtotal	
TOTAL DIRECT EXPENSES			$27.00

Per Diem Rates: http://www.gsa.gov/portal/category/104711
Mileage Rates: http://www.gsa.gov/portal/category/104715

2011 Standard Rates*	
Type	**Rate**
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts

	Statewide	**Omaha/Douglas County**
Breakfast		
Lunch		
Dinner		
Incidentals		
Totals		

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

SOS for PE NEPA for BRO

Project Cost

Project Name:	Big Papio Creek Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22995
Location (City, County):	City of Bennington
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
LPA Responsible Charge:	John Bohrer and/or Kevin Hand
Phone/Email:	402-238-2375 / publicworks@benningtonne.com|531-283-2391 / administrator@benn
NDOR Project Coordinator:	Walaa Kambal
Phone/Email:	402-479-4435 / Walaaelden.Kambal@nebraska.gov
Date:	October 14, 2025

Direct Labor Costs: **Personnel Classification**	**Hours**	**Rate**	**Amount**
Principal			
Registered Land Surveyor			
Environmental Scientist	31	$29.43	$912.33
Project Manager	39	$52.77	$2,058.03
Senior Engineer			
Engineer			
Senior Designer/Technician			
Administrative	4	$47.05	$188.20
Survey Party Chief			
Surveyor I			
Structural Engineer			
TOTALS	**74**		**$3,158.56**

Direct Expenses:	**Amount**
Subconsultants	
Printing and Reproduction Costs	$2.50
Mileage/Travel	$24.50
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	**$27.00**

Total Project Costs:				**Amount**
Direct Labor Costs				$3,158.56
Overhead @	161.23%			$5,092.55
Total Labor Costs				$8,251.11
Fixed Fee @	11.60%			$957.13
Facility Capital Cost of Money (FCCM) @	0.54%	(direct labor cost x FCCM%)		$17.06
Direct Expenses				$27.00
PROJECT COST				**$9,252.30**

SOS for PE NEPA for BRO
Assumptions - Notes

Project Name:	Big Papio Creek Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22995
Location (City, County):	City of Bennington
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
County Project Liaison:	John Bohrer and/or Kevin Hand
Phone/Email:	402-238-2375 / publicworks@benningtonne.com|531-283-2391 / administrator@bennin
NDOR RC:	Walaa Kambal
Phone/Email:	402-479-4435 / Walaaelden.Kambal@nebraska.gov
Date:	October 14, 2025

Assumptions and Notes

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
$ 3,158.56	for actual direct labor costs
$ 5,136.61	for indirect costs and direct expenses
$ 957.13	for a fixed fee for profit
$ 9,252.30	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.

2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
   (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
   (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
      (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
      (ii) The prevailing standard rate as established by the IRS.

      NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.
   (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
   (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
   (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

(i) Meals included in a conference or event fee

(ii) Meals provided by lodging facility

(iii) Meals purchased by 3rd Party

(iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

(i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.

(ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

(i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

(ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.

(iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.

(1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.

(2) Lunch – No reimbursement is allowed.

(3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.

(4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.

(5) The time limitations set forth above do not include the time taken for the meal.

(iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.60%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.

B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

(a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

(b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.

(c) Direct non-labor expenses:

(i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.

(ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.

(iii) All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

(d) Time Records, as outlined in paragraph 4.A.2).

(e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

(a) A description of the Services completed for the service period to substantiate the invoiced amount.

(b) A description of the Services anticipated for the next service period

(c) A list of information Consultant needs from LPA, or State on LPA's behalf

(d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.

B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.

B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice **(separate from final costs incurred invoice).** Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
   1) A description of the out-of-scope services,
   2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
   3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
      (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
      (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
      (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT

BK2553

City of Bennington

Resolution No. _____

Whereas: City of Bennington is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bennington as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bennington and HDR Engineering, Inc. wish to enter into a Preliminary Engineering Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

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

Clint Adams, Mayor of the City of Bennington, is hereby authorized to sign the attached Preliminary Engineering Services Agreement between the City of Bennington and HDR Engineering, Inc.

NDOT Project Number: CRP-TAP-28(175)

NDOT Control Number: 22995

NDOT Project Description: Big Papio Creek Trail

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

The City Council of the City of Bennington

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "D"

Task Order Agreement No.	BK2553
Master Agreement No.	BK2475
Effective (NTP) Date	
Task Order Amount	CPFF $47,061.54

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

LPA PROJECTS

CITY OF BENNINGTON
HDR ENGINEERING, INC.
PROJECT NO. CRP-TAP-28(175)
CONTROL NO. 22995
BIG PAPIO CREEK TRAIL
PRELIMINARY ENGINEERING SERVICES

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

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2475 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. CRP-TAP-28(175) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project \Manager

Firm Name	HDR Engineering, Inc.
Consultant/Vendor Number	6155
Address	1917 S 67th Street, Omaha, NE 68106
Project Manager's Name	Kevin Moody
Project Manager's Phone	402-926-7120

1.2 LPA RC

Name	John Bohrer
Phone Number	402-238-2375

1.3 State RC

Name	Walaa Kambal
Phone Number	402-479-4435

1.4 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 State, on LPA's behalf, will issue Consultant a written Notice to Proceed upon full execution of this Task Order. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf. will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by December 7, 2028. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

3.1 *Effective Date* -- This Task Order is effective when executed by the Parties.

3.2 *Expiration Date* -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

3.3 *Duration of this Task Order* – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed this Task Order.

3.5 *Termination or Suspension* – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for project CRP-TAP-28(175), in Bennington, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.

4.2 Exhibits "A" and "B" are the result of the following process:

4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project

4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document

4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.

4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible

for completing the Services under this Task Order. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

6.1 Consultant 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. Consultant agrees to contractually require any subconsultants 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.

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at http://dot.nebraska.gov/media/2802/dr289.pdf.

b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

7.1 Consultant's fee proposal is attached as Exhibit "B", and incorporated herein by this reference.

7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
c. Funding priorities of LPA, or State on LPA's behalf, have changed
d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
h. Consultant fails to meet the standard of care applicable to the Services
i. Consultant fails to meet the performance requirements of this Task Order
j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

8.2 Suspension

a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Preliminary Engineering for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

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

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

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

EXECUTED by Consultant this 3rd day of November, 2025.

HDR ENGINEERING, INC.
Ann E. Williams, P.E.

Ann S. Williams
Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 3 day of November, 2025.

GENERAL NOTARY - State of Nebraska
THERESA MCKINLEY
My Comm. Exp. January 10, 2028

Theresa McKinley
Notary Public

EXECUTED by the City of Bennington this _____ day of _____, 20____.

CITY OF BENNINGTON
Clint Adams

_____
Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

_____
Clerk

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

_____ _____
Date

EXHIBIT "A"

Scope of Services
For
Scoping Preliminary Engineering Services
Project Name Big Papio Creek Trail, Bennington
Project No. CRP-TAP-28(175)
CN: 22995

Description of Services

This scope of services is for updating the Local Public Agency (LPA) Project Programming Request, NDOT Form 530, Project Coordination Meeting (PCM) 0, performing an alternatives analysis and developing a scope of services for Preliminary Engineering (PE) services.
Big Papio Creek Trail is being developed to increase pedestrian access and connectivity between downtown, schools, parks and the new Neumeyer Farms Park, a new 52-acre athletic complex. This trail will provide a safe connection under busy roads and enhance the connectivity of the community.

TASKS AND TASK ASSIGNMENTS

John Bohrer is a Responsible Charge (RC) with the City of Bennington and will manage the project.

It is anticipated the project will require the following major tasks:

1. Project Management and Quality Control
2. Review Project Corridor
3. Develop Alternatives Evaluation Matrix
4. Development of Alternatives
5. Update NDOT Form 530
6. Site Visit, Travel and Project Meetings
7. Preparing a SOS and corresponding fee workbook for PE services (including the anticipated tasks below).

It is anticipated the project will require the following major tasks to be completed during the Design Phase and will be addressed in a supplemental agreement:

1. Topographic Survey

2. Preliminary and Final Design (including Right-of-Way Design)
3. Hydrology and Hydraulic Design
4. Structural Design
5. Signal Design
6. Erosion Control Plans
7. Notice of Intent, National Pollutant Discharge Elimination System (NPDES) permit and the Storm water Pollution Prevention Plan (SWPPP).
8. PS&E Submittals
9. Geotechnical Studies
10. Utility Coordination

APPLICABLE PUBLICATIONS

Overview: The PE Consultant shall follow the criteria of the current applicable publications, as of the effective date of this agreement. These publications and others which the PE Consultant shall use in this work are listed below.

1. LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009 (or latest revision)
2. A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
3. Guide for the Development of Bicycle Facilities, 2024 Edition
4. Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
5. Manual on Uniform Traffic Control Devices (FHWA), 2023 Edition
6. MUTCD - Nebraska 2011 Supplement to the MUTCD
7. Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
8. Roadside Design Guide, 2011 (AASHTO)
9. Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
10. NDOT Hydraulic Analysis Guidelines for Consultant
11. NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
12. Bridge Office Policies and Procedures Manual
13. Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
14. The NDOT Right-of-Way Manual.
15. Evidencing Nebraska Land Titles (Nebraska Land Title Association)

16. So you Want Access to the Highway (March 2008)
17. NDOT Public Involvement Procedure
18. Public Right-of-Way Accessibility Guidelines (PROWAG), 2024
19. City of Bennington CADD Standards

NDOT to provide:

The LPA and the Nebraska Department of Transportation (NDOT) will provide available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "The Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "Principal Controlling Design Criteria, NDOT Form 76"
- A draft copy of the Scope of Services for PE (Word doc).
- A draft copy of the Scope of Services, Workbook for PE (Excel file).
- A copy of the Project Coordination Meeting 0 Document.

Tasks for Development of Scope of Services for PE:

1. Project Management: The PE Consultant project manager will coordinate the work needed to complete the tasks in this scope of services, including staffing, scheduling, invoicing and reporting, record keeping, and coordinating with NDOT, the City, and NEPA Consultant. It is assumed this effort will take 4 months to complete from Notice to Proceed.
2. Develop Alternatives Evaluation Matrix: The PE Consultant will develop a list of evaluation criteria for review by the City in a meeting. The parties will collaboratively select up to four (4) criteria to be used in the evaluation and could include items such as constructability, ROW impacts, desktop environmental impacts, and preliminary opinion of cost. The preferred alternative will then be advanced to the design phase.
3. Development of Alternatives: Up to four (4) alternatives will be developed for the location and alignment of the proposed trial. The alternatives will be modeled in AutoCAD Civil3D using LIDAR contours and ROW lines from the Douglas County GIS system and will be in Douglas County Low distortion coordinate system. The NEPA Consultant will

review each of the alternatives and provide input on potential substantial NEPA related items of note. Each of the developed alternatives will be presented to the city as a scroll plot only and accompanied by a high-level cost estimate. The scroll plot will show estimated paving and grading limits, assumed right-of-way impacts and general locations of potential structures such as bridges and retaining walls. After reviewing with the city a preferred alternative will be selected to move forward into final design.

a. **Draft Alternatives Report:** The PE Consultant will document information, analyses, and coordination as part of a draft alternatives report. The report will be submitted to the City of Bennington to review prior to sharing project information with the public or stakeholders.
b. **Final Alternatives Report:** Following a review by the City Project Manager, comments will be addressed and incorporated into a final Alternatives Analysis Report. This report will identify the preferred alternative that will be advanced to preliminary design.

4. Update NDOT Form 530: The PE Consultant will update the NDOT Form 530 during coordination with NDOT, the City and NEPA Consultant

5. Site Visit, Travel and Meetings: The PE Consultant will attend: a site visit as part of the Red Flag Meeting, the Project Coordination Meeting (PCM) 0 [zero], one alternative evaluation meeting and one final design scoping meeting. It is assumed the meetings will be in person with a virtual option.

   Meeting participants may include:

   NDOT, LAD, Unit Head
   NDOT, LAD, Project Coordinator / Responsible Charge (RC)
   NDOT, LAD, Right of Way Coordinator
   NDOT, Bridge Division Representative
   NDOT, Environmental Coordinator
   NDOT, Section 106 Cultural Resource Coordinator
   NDOT District, Environmental Superteam Member
   NDOT District, Design Superteam Member
   LPA, Project Liaison (PL) / RC
   PE Consultant (up to two (2) staff)
   NEPA Consultant
   Representatives from known utilities, Public and Private.

PCM 0 would include review of the draft alternatives analysis.

6. Review Project Corridor: PE Consultant will review existing conditions, project issues, previous studies, reports and/or memos associated with the project. The existing conditions will be documented in the alternatives report.

7. Develop Scope of Services for PE, Workbook for PE and Project Schedule: Using the current version of the SOS and Workbook for PE Services, the PE Consultant will develop a site-specific SOS and fee estimate. The PE Consultant will develop a schedule of professional services from Notice to Proceed to PS&E submittal.

Schedule:

Notice to Proceed (NTP) with developing scope of alternative analysis.
Attend PCM 0
Attend Site Visit.
Submit LPA, Project Programming Request Form 530 and Principal Controlling Design Criteria
NDOT Approves Project Programming Request Form 530
PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.

NTP with PE services.

Special instructions:

Initially task in the scope of services (Word document) that do not apply to this project are to be stricken through and later deleted after review and approval by the PC. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and approval by the PC. Tasks are to be hidden rather than to be deleted as to not corrupt the Excel file.

Fee for PE for Scoping

Consultant Estimate of Hours

Project Name:	Big Papio Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22977
Location (City, County):	Bennington, Douglas
Firm Name:	HDR
Consultant Project Manager:	Kevin Moody
Phone/Email:	402-926-7120 / Kevin.Moody@hdrinc.com
City Project Liaison:	John Bohrer
Phone/Email:	402-238-2375 / publicworks@benningtonne.com
NDOT RC:	Walaa Kambal
Phone/Email:	402-479-4435
Date:	September 24, 2025

TASKS		PERSONNEL CLASSIFICATIONS**										
		PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	STRE	Total
Development of Scope of Services for PE					73	22	76	106	4				281
1	Project Management and Quality Control				16	6			4				26
2	Develop Alternatives Evaluation Matrix				4		8						12
3	Development of Alternatives				8	16	50	90					164
4	Update NDOT Form 530				1		2						3
5	Site Visit, Travel and Meetings				12		12						24
6	Review Project Corridor				2		4	16					22
7	Preparing SOS and fee workbook for PE services				30								30
Site Visit					8		8						16
1	Travel From Travel Calcs. Tab				8		8						16
Total Hours					81	22	84	106	4				297
Total Days (8 hrs)					10.1	2.8	10.5	13.3	0.5				37.1

CLASSIFICATIONS*:

PR	=	Principal	PM	=	Project Manager	SPC	Survey Party Chief
RLS	=	Registered Land Surveyor	ENG	=	Engineer	SUR	Surveyor I
ENV	=	Environmental Scientist	SDES	=	Senior Designer/Technician	STRE	Structural Engineer
ADM	=	Administrative	SENG	=	Senior Engineer		

** For Project Manager, use one of the technical classifications*

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the*

Travel Calculations & Notes

Project Name: Big Papio Trail, Bennington
Project Number: CRP-TAP-28(175)
Control Number: 22995
Date: 9/24/2025

						Travel Summary	
Starting Location:		Omaha, NE	Omaha, NE				
Ending Location:		Bennington, NE	Bennington, NE				
Roundtrip distance to/from (miles):		35				**Miles**	**Hours**
Roundtrip travel time (minutes):		50.00	50.00				
# of Roundtrips/Staff -->	PR					0	0.0
-->	RLS					0	0.0
-->	ENV					0	0.0
-->	PM	8				280	6.7
-->	SENG					0	0.0
-->	ENG		8			0	6.7
-->	DES					0	0.0
-->	ADM					0	0.0
-->	SPC					0	0.0
-->	SUR					0	0.0
-->	STRE					0	0.0
					Total:	**280**	**13.4**

Notes & Assumptions

SOS for PE for Scoping
Labor Rates

Project Name:	Big Papio Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22977
Location (City, County):	Bennington, Douglas
Firm Name:	HDR
Consultant Project Manager:	Kevin Moody
Phone/Email:	402-926-7120 / Kevin.Moody@hdrinc.com
County Project Liaison:	John Bohrer
Phone/Email:	402-238-2375 / publicworks@benningtonne.com
NDOT RC:	Walaa Kambal
Phone/Email:	402-479-4435
Date:	9/24/2025

Labor Costs:		Hours	Blended Rate	Amount
Code	**Classification Title**			
PR	Principal			
RLS	Registered Land Suveyor			
ENV	Environmental Scientist			
PM	Project Manager	81	$84.82	$6,870.42
SENG	Senior Engineer	22	$68.38	$1,504.36
ENG	Engineer	84	$44.99	$3,779.16
DES	Designer/Technician	106	$34.24	$3,629.44
ADM	Administrative	4	$56.88	$227.52
SPC	Survey Party Chief			
SUR	Surveyor I			
STRE	Structural Engineer			
TOTALS		**319**		**$16,010.90**

Overhead Rate: 161.23% **Fixed Fee:** 11.80%

FCCM (if applicable) 0.5396%

CLASSIFICATIONS:

PR	=	Principal	PM	=	Project Manager	SPC	Survey Party Chief
RLS	=	Registered Land Suveyor	ENG	=	Engineer	SUR	Surveyor I
ENV	=	Environmental Scientist	DES	=	Designer/Technician	STRE	Structural Engineer
ADM	=	Administrative	DES	=	Designer/Technician		

Blended Rates Worksheet

STAFFING PLAN

EMPLOYEE NAME	CLASSIFICATION[1]	SALARY RATE	% ASSIGNED[2]
Principal			
		Blended Rate:	
Registered Land Suveyor			
		Blended Rate:	
Environmental Scientist			
		Blended Rate:	
Project Manager			
Kevin Moody		$84.82	100.00%
		Blended Rate:	$84.82
Senior Engineer			
Donald Cerwick		$68.38	100.00%
		Blended Rate:	$68.38
Engineer			
Devin Brewer		$41.41	50.00%
Jacob Ellingson		$48.56	50.00%
		Blended Rate:	$44.99
Designer/Technician			
Jesse McKelvy		$34.24	100.00%

			Blended Rate:	$34.24
Administrative				
	Theresa McKinley		$56.88	100.00%
			Blended Rate:	$56.88
Survey Party Chief				
			Blended Rate:	
Surveyor I				
			Blended Rate:	
Structural Engineer				
			Blended Rate:	

[1] *Input actual employee classification as designated by firm.*

[2] *Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".*

SOS for PE for Scoping

Direct Expenses

Project Name:	Big Papio Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22977
Location (City, County):	Bennington, Douglas
Firm Name:	HDR
Consultant Project Manager:	Kevin Moody
Phone/Email:	402-926-7120 / Kevin.Moody@hdrinc.com
County Project Liaison:	John Bohrer
Phone/Email:	402-238-2375 / publicworks@benningtonne.com
NDOT RC:	Walaa Kambal
Phone/Email:	402-479-4435
Date:	9/24/2025

Subconsultants:	Quantity	Unit Cost	Amount
		Subtotal	

Printing and Reproduction:	Quantity	Unit Cost	Amount
8.5 x 11 Black and White	50	$0.12	$6.00
11x17 Black and White	25	$0.20	$5.00
11x17 Color	15	$0.50	$7.50
		Subtotal	$18.50

Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	280	$0.700	$196.00
		Subtotal	$196.00

Lodging/Meals:	Quantity	Unit Cost	Amount
		Subtotal	

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs			
		Subtotal	
TOTAL DIRECT EXPENSES			$214.50

Per Diem Rates: http://www.gsa.gov/portal/category/104711
Mileage Rates: http://www.gsa.gov/portal/category/104715

2011 Standard Rates*	
Type	**Rate**
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts

	Statewide	Omaha/Douglas County
Breakfast		
Lunch		
Dinner		
Incidentals		
Totals		

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

SOS for PE for Scoping

Project Cost

Project Name:	Big Papio Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22977
Location (City, County):	Bennington, Douglas
Firm Name:	HDR
Consultant Project Manager:	Kevin Moody
Phone/Email:	402-926-7120 / Kevin.Moody@hdrinc.com
LPA Responsible Charge:	John Bohrer
Phone/Email:	402-238-2375 / publicworks@benningtonne.com
NDOT Project Coordinator:	Walaa Kambal
Phone/Email:	402-479-4435
Date:	September 24, 2025

Direct Labor Costs:	**Hours**	**Rate**	**Amount**
Personnel Classification			
Principal			
Registered Land Suveyor			
Environmental Scientist			
Project Manager	81	$84.82	$6,870.42
Senior Engineer	22	$68.38	$1,504.36
Engineer	84	$44.99	$3,779.16
Designer/Technician	106	$34.24	$3,629.44
Administrative	4	$56.88	$227.52
Survey Party Chief			
Surveyor I			
Structural Engineer			
TOTALS	**297**		**$16,010.90**

Direct Expenses:	**Amount**
Subconsultants	
Printing and Reproduction Costs	$18.50
Mileage/Travel	$196.00
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	**$214.50**

Total Project Costs:				**Amount**
Direct Labor Costs				$16,010.90
Overhead @	161.23%			$25,814.37
Total Labor Costs				$41,825.27
Fixed Fee @	11.80%			$4,935.38
Facility Capital Cost of Money (FCCM) @		0.5396%	(direct labor cost x FCCM%)	$86.39
Direct Expenses				$214.50
PROJECT COST				**$47,061.54**

SOS for PE for Scoping
Assumptions - Notes

Project Name:	Big Papio Trail, Bennington
Project Number:	CRP-TAP-28(175)
Control Number:	22977
Location (City, County):	Bennington, Douglas
Firm Name:	HDR
Consultant Project Manager:	Kevin Moody
Phone/Email:	402-926-7120 / Kevin.Moody@hdrinc.com
County Project Liaison:	John Bohrer
Phone/Email:	402-238-2375 / publicworks@benningtonne.com
NDOT RC:	Walaa Kambal
Phone/Email:	402-479-4435
Date:	September 24, 2025

Assumptions and Notes

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
$ 16,010.90	for actual direct labor costs
$ 26,115.26	for indirect costs and direct expenses
$ 4,935.38	for a fixed fee for profit
$ 47,061.54	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.

2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
   (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
   (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
      (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
      (ii) The prevailing standard rate as established by the IRS.

      NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.
   (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
   (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
   (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

(i) Meals included in a conference or event fee

(ii) Meals provided by lodging facility

(iii) Meals purchased by 3rd Party

(iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

(i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.

(ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

(i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

(ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.

(iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.

(1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.

(2) Lunch – No reimbursement is allowed.

(3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.

(4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.

(5) The time limitations set forth above do not include the time taken for the meal.

(iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.80%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.

B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

(a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

(b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.

(c) Direct non-labor expenses:

(i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.

(ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.

(iii) All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

(d) Time Records, as outlined in paragraph 4.A.2).

(e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

(a) A description of the Services completed for the service period to substantiate the invoiced amount.

(b) A description of the Services anticipated for the next service period

(c) A list of information Consultant needs from LPA, or State on LPA's behalf

(d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.

B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.

B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice **(separate from final costs incurred invoice).** Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 *(Contract Cost Principles and Procedures)*.

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
   1) A description of the out-of-scope services,
   2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
   3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
      (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
      (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
      (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

Item #14

Library Report

Bennington City Council Meeting
November 10, 2025
Library Report

Bennington Public Library Board of Trustees Meeting
October 28, 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

The September statistical report, attached, includes last month's program attendance and circulation figures.

National Good Neighbor Day/Bennington Founders Day at the end of September included a Pop-Up Book Sale, and lots of fun passive activities for families who stopped in the Library Conference Room between 10:00 AM and 2:00 PM.

Preschoolers and their families enjoyed two **Out and About Storytimes** this month. Cup and Cone on October 7 and Nelson's Produce Farm on October 21. In between these events was a **Teen Murder Mystery Party** on Friday, October 10, and our first **Spooky Stories and Smores** outreach event for elementary age children at Lake Cunningham on October 17.

We had another fortunate year of good weather and a great turnout (300+) for our **Freaky Fun Friday** Halloween event on October 24. Community partners included Region 6 Behavioral Health, Badger Buddies 4H, i3 Bank, Made New Makerspace, Friends of the Bennington Library, and Dunning Music & Entertainment photo booth. The estimated attendance was 338.

Johnna decorated her trunk and handed out treats and chances to win fluffy Halloween Bluey toys at the Bennington **Jaycees Trunk or Treat** on October 19. Johnna estimated an attendance of 533. Three drawing winners were chosen on Saturday from the 125 entries that were returned to the library. We gained a few new library families as a result.

We will round off the busy month of October with our **Soup Up Your Winter** class on Thursday, October 30 at 4:00 PM. Over 20 adults have registered for this program offered by the UNL Extension Office.

Upcoming events and projects in November include:

- Teen Time Tuesday November 4, 6:00 - 7:00 PM featuring **keychain fidgets**.
- Second Saturday Craft Circle for adults, November 8, 9:00 AM – 12:00 PM will be a **Craft Supplies Swap**.
- **Teensgiving,** Friday, November 14, 6:00 – 7:00 PM.
- **Out and About Storytime at Bennington Fire Station**, Tuesday, November 18 at 10:00 AM.
- All ages **MUSH with Sophia the Sled Dog** presentation, Saturday, November 22 at 10:00 AM.

Staff and volunteers will be assembling **Take and Make Holiday Crafts** for all ages for distribution in December.

Johnna has scheduled two **outreach storytimes at Legacy School** in early November.

The **Fall eNewsletter** arrived in patron email boxes on October 11. In addition to the many fall events offered by our library, it featured exciting news about our **Online Partnership Pass Reservation System** going live, children's **Yoto Audio Players** that will soon be ready for check out and opportunities for patrons to experience **Opera Omaha.**

In addition to new Playaway audiobooks, Wonder read-alongs, and Yoto audio players, we will soon have a new collection of Bennington historical books. Gordon Mueller has invested countless hours in compiling photographs of Bennington's past. He recently arranged to have these

Bennington Public Library
September 2025 Statistics

	2025	2024
Circulation-physical items	10687	8935
OVERDRIVE	2957	2520
*OD Audio	*2271	*1030
*OD eBook	*834	*804
*OD Magazine	*162	*82
*OD BPS	*686	*604
Book Club Kits	28	29
Total Circulation	**13672**	**11484**
New Items Processed/Cataloged	**228**	**228**
Newsbank session/search/view	**237/582/2707**	**128/400/2875**
NYT (16 libs)stats codes/usage	**307/2596**	**na**
Computer Use	**231**	**95**
Study Room Use	**18**	**43**
Conference Room Use	**13**	**20**
City resident cards	5	9
Douglas County resident cards	57	59
Omaha resident cards	18	16
Washington County/other cards	0	
Total New Library Cards issued	**80**	**84**
Presch STEAM (4)	153	140
Storytime (4)	196	158
Storytime-Koala-T (4)	88	57
Storytime Saturday (2)	46	57
Out & About Storytime (3)	218	38
Maple Music (1)	67	
Total Early Literacy Programs (18)	**768**	**450**
Self-directed Early Lit-Scav Hunt	**325**	**200**
Read to a Dog (1)	29	45
Open Art Studio (5)	59	66
LEGO @ your Library (4)	58	74
Summer Reading Finale (0)	n/a	289
Total Elementary Programs (10)	**146**	**474**
Teen Tuesday (1)	2	30
BLAB-Teen Advisory Board (1)	5	4
BMS/BSMS Book Club (4)	24	28
Teen Crochet (2)	6	na
Mindy McGinnis Author Visit (0)	na	24
Total Teen programs (8)	**37**	**86**
Book Club-1st Wed	15	8
Book Clubs-3rd Tues	5	7
Book Club-Ridgewood	6	5
Second Saturday Craft Circle	8	na
Vegetable Pickling Class	13	na
Total Adult programs (5)	**47**	**20**
General Interest-Founders Day	**175**	**50**
Library Visits	**3721**	**3251**
Volunteer/Hours	**17/80**	**11/80**
Kyocera use 8/18-9/17	3036	1935

collectioncode	check	renew	total
Adult DVDs	27	13	40
Adult Fiction	625	768	1393
Adult Large Print Fiction	3	1	4
Adult Magazines	4	0	4
Adult Nonfiction	92	160	252
Cake Pans	9	0	9
Equipment	4	3	7
Interlibrary Loan	17	2	19
Childrens Boardbooks	136	165	301
Childrens Chapter Books	515	749	1264
Childrens Comic Books	6	26	32
Childrens Books on CD	0	8	8
Childrens DVDs	110	110	220
Childrens Easy Readers	843	991	1834
Childrens Graphic Novels	394	494	888
Childrens Magazines	53	12	65
Childrens Nonfiction	399	626	1025
Childrens Picture Books	1297	1338	2635
Childrens Playaways	76	116	192
Childrens Readalongs	71	75	146
Kits	46	2	48
Special Collections	9	0	9
Young Adult Fiction	82	174	256
YA Graphic Novels	8	12	20
Young Adult Nonfiction	6	10	16
TOTAL Physical items	4832	5855	10687

Social Media Stats
as of 10/26/2025

TikTok: 1607 Followers, 51.9K Likes

Instagram:
656 followers; 5,146 views;
419 accounts reached

Facebook:
2,124 followers; 11,924 views;
1,949 accounts reached

Website: 3,692 views; 1,816 visitors in last 30 days

Google Profile last 30 days:
1,821 views, 1,062 interactions;
741 Website clicks; 104 calls; 217 directions; 35 reviews;
5.0 Star Rating

ITEM #16

Public Works Report

November 2025 Public Works Report

Parks:

This month we continued tree clean up. Mulching of debris continues, along with providing mulch for the community. We have mulched the tree line at Doug Nelson Sports Complex, along with all the trees. We went along the Frisby golf course and trimmed trees and opened approaches on the course. We finished the overseeding of all parks and fields. We also finished off our last load of steralint on Neumeyer's gravel parking lot, bridges, and other parking lots. Sprinkler systems at Legion/BAL, soccer fields, as well as Neumeyer Farms field were winterized by Controlled Rain on October 20th.

Streets:

The new concrete was poured finally finishing up the sewer breaks on CW Hadan drive. Patching continues to be done around town, preparing for the winter season. We patched a hole on Harvest Lane North of the dance studio. Identified problem areas around town for new patching contracts moving forward. 15301 N second st. was damaged by what looked like large machinery, this was patched and will be monitored through winter months. We also are looking at patching a large indent at 126 N Allen St.. We will continue to work with JEO in identifying street issues to improve.

General:

We have begun moving things out of the City garage. All street signs will be stored in the Alley garage moving forward. The part time crew helped build new filing cabinets for the library, as well as moved books into storage in the City garage. The part time crew also swapped out old light bulbs in the city office, along with replacing old ceiling tiles in the library. With the rain towards the end of the month, we caught up on detailing and annual maintenance on city vehicles. Oil was changed in the 2021 Chevy Silverado, as well as the Scagg V Ride-2 mower. We ordered and picked up two new pallets of winter patch mix from Logan Construction Inc.. A quote was accepted from Monster Tree Service to clean up the dead, hanging, and fallen trees in the Tim Ohrt Park creek line. Forewarning, be prepared to see some lane closures as we work on painting cross walks moving forward.

ITEM #17

Office Report

2025/2026 MINDI REPORT

ALL REVENUES BUDGETED ----------$ 6,659,779

ALL EXPENSES BUDGETED ----------$ 7,243,224

BUDGETED DIFFERENCE ----------$583,445

IMPACTS TO THE BUDGET -- 1 MONTH REVIEW 10/31/2025

EXPENSE IMPACTS TO BUDGET

(IMPACTS LISTED IN RED ARE RESTRICTED FUND IMPACTS)

	YTD Spend	Budgeted	Difference
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		$0

REVENUE IMPACTS TO BUDGET

	YTD Deposits	Budgeted	Difference
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		$0.00

ITEM #18

Project Tracker

City of Bennington Project Tracker

Nov-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 • assist Mindi with sign 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. Public Improvements (sanitary, storm, paving) plans have been approved and construction is in progress. Building permits will not be issued until Rainwood Road is open to traffic.
Kempten Creek, Original & Phase 2	090034	Administration	Julie Ogden	General Engineering	On-Going	Current Activity 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. Punch list items are in the process of being addressed. • 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 has selected FHU off the MAPA on call list and will be working on getting a contract in place. It may be ready for the November Agenda - if not it will be on December Agenda. • 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. Construction anticipated in FY 27/28.HDR has been selected to do this work off the NDOT on call list and should be starting work soon. JEO will coordinate with them related to Phase 2 of Soccer fields. • STPG (surface transportation) - reconstruction of Bennington Road from 168th to the Papio Creek Bridge (no improvements to bridge)

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
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. Project walk-thru was completed last week and contractors working on the punch list. I am estimating the site will be ready for building permits early in 2026. Sidewalks along outlots and curb ramps will be constructed in 2026.
Morgan Ridge, Phase 2	90034	Administration	Julie Ogden	General Engineering	On-Going	A final plat and subdivision agreement have been approved for Phase 2. Public improvements (internal sanitary, storm and paving) plans were approved for construction. 90% plans for the outfall were submitted. Coordination with city of Omaha for an amendment to the Sanitary Sewer Service agreement is in process. The draft agreement is in review by Omaha Legal Dept and it should be available at the December meeting for approval.
Conditional Use Permit Applications	090034	Planning	Julie Ogden	General Engineering	Prep for next CC Mtg.	The following applications have been received for Conditional Use Permit Consideration: • Vehicle Collision Repair Center in C-1 Zoning with screened vehicle storage - recommended approval • CrossFit facility in C-1 zoning located with commercial flex unit - recommended approval with conditions
Prairie Ridge (aka Bennington Park Lot 1 - large lot behind Runza)	090034	Administration	Julie Ogden	General Engineering	Prep for next CC Mtg.	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 preliminary plat, rezoning request and inquiring on TIF financing has been recommended for approval at the October PC meeting. It is on the November Council Agenda for consideration.
Rainwood Square	090034	Planning	Julie Ogden	General Engineering	Prep for next CC Mtg.	This is proposed to be a twelve (12) lot commercial subdivision at the northwest corner of 156th and Rainwood road. The total site is about 28 acres. Final plat was recommended for approval at the October PC Meeting. It is on the November Council Agenda for consideration.
Asphalt Overlay Project (Allen, Stark & Molley Streets)	TBD	Transportation	Julie Ogden	Pending	Pending Project	Potential Project pending budget discussion. Contract needed and would be completed after sewer lining project is completed. This could be split into two projects as needed for budget.
Sanitary Sewer Lining Project (Allen, Stark & Molley Streets)	TBD	WWE	Julie Ogden	Pending	Pending Project	Design contract approved and design has started. Sewer rate ordinance, final reading is on November Agenda for approval.
Bennington Road Bridge Approach Section Repairs	251614	Transportation	Steve Arens	Pending	In Design	Design has started and on track for a January plan review then proceed to bidding. Construction is planned for outside of the school year. Site review with Layne will occur the week of November 3rd.
Neumeyer Farms (recreational park) - Community Development (thru Congressman Bacon) Grant Project	231502.03	Administration	Julie Ogden	General Engineering	In Design	John B will be the City Project Lead for this grant. JEO design team is proceeding with design and working on meeting the no-rise condition for floodplain permitting. Once we get that, the last step is to complete the NEPA with some advertisements on floodplains and wetlands. We should be able to complete that in November and submit the final NEPA document in December. Still planning on a construction start in 2026.
Bennington Public Works Building	220296	Site Design	Julie Ogden	Amendment Needed	under Construction	Construction continues and the exterior grading is completed, the seeding/matting of the basin and slopes is done (Change Order #6). Contractor is now focusing on interior work and hopes to finish early. Tentative completion date is December 2025 (Contract completion is March 2026).

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	under Construction	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 has started. Paving would be completed for traffic in late 2026. The bridge over the future lake would be constructed in 2028 as of current estimates.
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 payment has been received from NDED by soccer club and they will forward to the city. Warranty will expire in December 2025. Work continues on getting the seeding to fill in for use in the spring. No new warranty items at this time and we don't anticipate any prior to the end of the year.
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. Layne and I will review this site by the end of October for any issues or concerns, and then notify the developer and their engineer.
The Heritage Replat 6 (old school site)	090034	Administration	Julie Ogden	General Engineering	Warranty Period	**Future building permits are being HELD for this development until the sidewalk construction is completed. One new permit has been submitted (Oct 2025) and is being held.** The SID/Developer has been removing and replacing the sanitary sewer trench fill and recompacting it. That work is being tested (compaction) as the fill is replaced. The work is anticipated to be finished the week of November 3rd. The subgrade will be reworked and then pavement replaced. Don't have a timeline for this work but with corporative weather, it should be done in November. Then the last few locations of sidewalk work can be completed.
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. Work on the internal sidewalks is being completed. Building permits will be issued as applied for. The warranty period for this development (excluding walks) ends on April 15, 2026.
Neumeyer Farms (recreational park) - Tennis/Pickleball Courts	090034	Administration	Julie Ogden	Agreement Needed	On Hold	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.
Splashpad at Neumeyer Farm Park	231502.01	Aquatics	Julie & Jon Hauck	Yes	On Hold	Alternate funding needs to be determined prior to project moving forward. This project will be put on hold until the Park Master Plan update is completed.

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