City of Bennington
City Council Meeting Agenda
Monday, December 8, 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. November 10, 2025 City Council Meeting Minutes
   - B. November 2025 Bills Paid
   - C. Keno Receipts: November 8.75%: $9,892.47
   - D. JEO Consulting Invoices for:
     - i. General Engineering Invoice No. 166101 totaling $10,907.50
     - ii. Neumeyer Farm Soccer Invoice No. 166140 and No. 169660 totaling $31,577.50
     - iii. Public Works Building Invoice No. 165877 totaling $5,302.00
     - iv. Bennington Left Turn Phasing Study Invoice No. 166120 totaling $778.50
     - v. Bennington Road Bridge Repair Invoice No. 169605 totaling $5,662.50
     - vi. 2026 Sanitary Sewer CIPP Improvements Invoice No. 166392 totaling $5,790.00
       - A. Motion

3. Election of Council President
   - A. Motion

4. Approval of Appointments

A. 2026 Street Superintendent	Julie Ogden, JEO Consulting Group
B. 2026 City Engineer	JEO Consulting Group
C. Health & Safety Commissioners	Kaye Bridgeford and Adam Lee
D. Street & Park Commissioners	Shane Pekny and Rob Hamilton

   - i. Motion

5. Amendment #2 to the Wastewater Service Agreement with the City of Omaha
   - A. Motion to Approve

6. Nebraska Department of Transportation 2026 Agreement Renewal Highway 36 Snow Removal totaling $3,546.40
   - A. Motion to Approve 2025 Certificate of Compliance
   - B. Motion to Approve 2026 Agreement Renewal

7. Public Works Building
   - A. Pay Application #7 to Darland totaling $
     - i. Motion to Approve

8. Neumeyer Farm Park Phase 2 Update
   - A. 60% Plans
   - B. Final Design and Bidding Amendment

9. Library Report

10. Police Report

11. Public Works Report

12. Office Report

13. Project Tracker

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

15. 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

ITEM #2 Consent Agenda

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

Call to Order - Roll Call – Open Meetings Act

Mayor Clint Adams called the regular monthly meeting to order at 6:00 p.m. on Monday, November 10, 2025. In attendance were City Council Members Kaye Bridgeford, Rob Hamilton, Adam Lee (6:03 p.m. arrival), and Shane Pekny. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

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
D. 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

BILLS PAID IN OCTOBER	
CITY	
NEBRASKA DEPT OF AGRICULTURE	135.42
RATINA CRAWFORD	1,139.36
KEVIN HAND	2,713.55
MINDI LAAKER	866.74
THE DAILY RECORD	357.33
MUD	52.95
MUTUAL OF OMAHA	25.84
OFFICE DEPOT, INC	58.56
PRESTO-X	41.42
YOUNG & WHITE LAW OFFICES	3,661.15
I3 BANK HSA	226.00
QB IRS PAYMENT	9,090.77
NATIONWIDE	4,567.04
NATIONWIDE	2,454.48
BERGANKDV, LLC	8,500.00
COX BUSINESS SERVICES	105.52
THE DAILY RECORD	86.01
WM CORPORATE SERVICES, INC	215.41
INTUIT	408.00

I3 BANK HSA	226.00
RATINA CRAWFORD	1,229.22
KEVIN HAND	2,441.65
MINDI LAAKER	951.09
BOND PRINCIPAL PAYMENT	50,000.00
BOND INTEREST PAYMENT	19,992.50
NATIONWIDE	2,521.31
NATIONWIDE	4,620.94
USPS	156.00
GREAT AMERICA FINANCIAL SERVICE	155.47
GUARDIAN	223.59
JEO CONSULTING INC	9,542.50
OPPD	305.65
QB IRS PAYMENT	9,895.64
THE OFFICE	10.79
I3 BANK HSA	226.00
I3 BANK HSA	226.00
AT&T	46.22
THE DAILY RECORD	41.33
JOHN ROKES	1,650.49
QB IRS PAYMENT	963.88
I3 BANK HSA	226.00
CITY TOTAL	**140,357.82**
SEWER	
CITY OF OMAHA	51,264.49
ONE CALL CONCEPTS	24.95
TREKK DESIGN GROUP, LLC	1,665.50
YOUNG & WHITE LAW OFFICES	150.35
CITY OF OMAHA CASHIER	35,366.57
JEO CONSULTING INC	375.00
PEOPLE SERVICE	1,500.00
SEWER TOTAL	**90,346.86**
LIBRARY	
JOHNNA BIERMAN	1,344.97
LISA FLAXBEARD	1,537.33
NATALIE HARTLEY	1,442.87
HEATHER LUTH	1,048.24

LYDIA PILE	416.38
MRS NATALIE HARTLEY	618.95
MUD	247.10
PRESTO-X	30.73
COX BUSINESS SERVICES	136.13
DEMCO	16.69
JESSICA ROWE-DESILVA	396.00
SAM'S CLUB MC/SYNCB	432.33
WM CORPORATE SERVICES, INC	120.65
JOHNNA BIERMAN	1,395.62
LISA FLAXBEARD	1,588.06
NATALIE HARTLEY	930.86
HEATHER LUTH	1,096.39
LYDIA PILE	411.84
DUNNING MUSIC & ENTERTAINMENT	100.00
GUARDIAN	50.43
MADE NEW MAKERSPACE	75.00
OPPD	138.60
GREAT AMERICA FINANCIAL SERVICE	173.65
JESSICA ROWE-DESILVA	396.00
OFFICE DEPOT, INC	85.12
UNIVERSITY OF NEBRASKA - LINCOLN	50.00
LIBRARY TOTAL	**14,279.94**
POLICE	
DEVIN CRINKLAW	263.64
ANDREW HILSCHER	2,676.91
JAYME IVERSEN	1,634.37
ROBERT JONES	175.76
NICOLE MARTIN	304.76
DONALD MCGUIRE	87.88
NATHAN MORK	2,153.22
STACIA NELSON	1,821.71
JONATHAN STARKE	2,081.10
DANIEL STOCKER	2,190.58
ERIC WHITE	124.34
DAN STOCKER	714.77
MUD	168.00
PRESTO-X	45.57

ANDREW HILSCHER	807.00
DAN STOCKER	253.04
AXON ENTERPRISE, INC	7,660.08
BENNINGTON AUTO SALE	83.00
911 CUSTOM	338.00
COX BUSINESS SERVICES	203.36
CUBBY'S	1,269.89
GREAT PLAINS UNIFORMS	207.48
IDEAL PURE WATER	25.74
WM CORPORATE SERVICES, INC	56.50
BAKERS	79.96
ANDREW HILSCHER	2,747.62
JAYME IVERSEN	1,680.75
NICOLE MARTIN	689.59
DONALD MCGUIRE	175.76
NATHAN MORK	593.78
STACIA NELSON	1,868.07
MARK NOONAN	74.34
PAUL SMOOT	150.76
JONATHAN STARKE	2,114.51
DANIEL STOCKER	2,239.39
GREAT PLAINS UNIFORMS	494.49
GUARDIAN	128.40
OPPD	367.74
T & N ACQUISITION COMPANY	179.00
AT&T	409.71
BENNINGTON AUTO SALE	262.97
GREAT AMERICA FINANCIAL SERVICE	57.40
NM EMPLOYEE HEALTH	551.62
OFFICE DEPOT, INC	82.98
ID CREATOR	12.99
POLICE TOTAL	**40,308.53**
PARKS	
JOHN BOHRER	988.42
DEREK BRECHBILL	1,614.68
JACKSON CONRAD	642.20
LAYNE LAAKER	1,909.79
NATHAN STIER	610.55

BOHN CONSTRUCTION, INC	5,100.00
HOME DEPOT CREDIT SERVICES	116.76
MUD	2,733.15
PORT A JOHNS	112.50
PRESTO-X	32.07
CUBBY'S	216.25
KNUDSEN OIL & FEED	25.00
NEBRASKA STATEWIDE ARBORETUM	150.00
ROB'S OIL COMPANY, INC	368.41
SIMON PLUMBING, INC	32,200.00
WM CORPORATE SERVICES, INC	652.37
JOHN BOHRER	1,026.94
DEREK BRECHBILL	1,647.86
JACKSON CONRAD	724.02
LAYNE LAAKER	1,909.79
NATHAN STIER	824.15
DARLAND CONSTRUCTION CO	203,699.00
GUARDIAN	62.92
JEO CONSULTING, INC	11,014.38
OPPD	648.81
TY'S OUTDOOR POWER & SERVICE	1,602.43
AT&T	23.11
CONTROLLED RAIN	780.00
ADVANCED AUTO PARTS	38.99
ADVANCED AUTO PARTS	4.51
PARKS TOTAL	**271,479.06**
STREETS	
MUD	237.00
MICHAEL TODD & COMPANY, INC	244.38
PORT A JOHNS	112.50
PRESTO-X	32.06
CUBBY'S	216.25
KNUDSEN OIL & FEED	25.00
MICHAEL TODD & COMPANY, INC	13,114.02
ROB'S OIL COMPANY, INC	368.40
DARLAND CONSTRUCTION CO	203,699.00
GUARDIAN	13.45
JEO CONSULTING INC	3,539.37

OPPD	5,603.38
TY'S OUTDOOR POWER & SERVICE	-8.53
AT&T	23.11
ADVANCED AUTO PARTS	38.99
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**

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

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.

Motion by Bridgeford, second by Pekny to approve the application as presented. 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

Continued per the request of the applicant.

Motion by Pekny, second by Bridgeford to table the request. 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 presented the Motor Vehicle Collision Facility 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 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, Attorney Larry Jobuen with Fullenkamp, Jobeun, Johnson & Beller and Owner Gene Graves presented the Final Plat for Rainwood Square.

Adams opened a public hearing and there were no comments.

Motion by Pekny, second by Hamilton to approve 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.

Adams opened a public hearing and comments were made regarding weeds.

Motion by Lee, second by Bridgeford to approve 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.

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

Motion by Pekny, second by Bridgeford to approve the second and waive the third 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.

Motion by Bridgeford, second by Pekny to approve and adopt Ordinance No. 546. All voted in favor and the motion carried.

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
Motion by Bridgeford, second by Pekny to approve Resolution No. 2025-08 as presented. All voted in favor and the motion carried.
Traffic Study/Signal at 156th and Bennington Road City of Omaha Estimate No. 010729 for an amount not to exceed $4,080.00
Motion by Bridgeford, second by Lee to approve payment of Estimate No. 010729. All voted in favor and the motion carried.

Resolution No. 2025-09 for Stop Sign Installation on the East side of Harvest Lane at Warehouse Street
Motion by Bridgeford, second by Hamilton to approve the Resolution and installation of the stop sign. All voted in favor and the motion carried.

Public Works Building
Motion by Pekny, second by Bridgeford to approve Pay Application #6 to Darland totaling $318,935.90. All voted in favor and the motion carried.

Motion by Pekny, second by Bridgeford to approve Change Order #6 for Landscaping totaling $3,802.00. All voted in favor and the motion carried.

Big Papio Creek Trail
Motion by Pekny, second by Lee to approve Resolution No. 2025 -10 for an Environmental Services Agreement with HDR Engineering Inc. totaling $9,252.30. All voted in favor and the motion carried.

Motion by Pekny, second by Bridgeford to approve Resolution No. 2025-11 for a Preliminary Engineering Services Agreement with HDR Engineering Inc. totaling $47,061.54. All voted in favor and the motion carried.

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

Office Report
The City Sign needs to be upgraded. Quotes and cost sharing are being researched.

Adjourn
Motion by Bridgeford, second by Lee to adjourn the meeting at 7:11 p.m. All voted in favor and the motion carried.

BILLS PAID IN NOVEMBER

CITY

DD	RATINA CRAWFORD	1,276.30
DD	KEVIN HAND	2,441.66
DD	MINDI LAAKER	1,081.07
AUTO	NATIONWIDE 457B	4,719.34
AUTO	NATIONWIDE 401A	2,632.59
AUTO	HSA CONTRIBUTIONS	226.00
22568	BENNINGTON SCHOOL	900.00
22569	BLUE CROSS BLUE SHIELD	4,216.72
22572	THE DAILY RECORD	340.66
22575	MUTUAL OF OMAHA	1,152.80
22576	OMAHA NEON SIGN	450.00
AUTO	QB IRS TAX PAYMENT	10,720.71
22579	COX BUSINESS SERVICES	104.31
22581	FILTER SHOP	9.55
22588	PRESTO-X	43.42
DD	RATINA CRAWFORD	1,272.81
DD	KEVIN HAND	2,428.64
DD	MINDI LAAKER	1,021.11
AUTO	HSA CONTRIBUTIONS	226.00
AUTO	NATIONWIDE	2,799.59
AUTO	NATIONWIDE	4,886.34
AUTO	QUICKBOOKS	418.00
22595	GREAT AMERICA FINANCIAL SERVICE	138.52
22599	GUARDIAN INSURANCE	240.59
22600	JEO CONSULTING INC	7,280.00
22602	MUD	73.55
22603	OPPD	297.68
22606	TOWNWEB	5,540.00
22607	WM CORPORATE SERVICES, INC	585.61
AUTO	QB IRS TAX PAYMENT	11,081.04
CC	US POSTAL SERVICE	75.29
AUTO	HSA CONTRIBUTIONS	226.00
AUTO	NEBRASKA INCOME TAX	53.17
22616	THE DAILY RECORD	31.33
22622	L.C. SERVICES	19.00
AUTO	HSA CONTRIBUTIONS	226.00
	CITY TOTAL	**69,235.40**

SEWER

22570	CITY OF OMAHA CASHIER	36,628.63
22585	ONE CALL CONCEPTS	18.86
22590	ANDERSEN PLUMBING INC	1,875.00
22600	JEO CONSULTING INC	2,242.50
22605	PEOPLE SERVICE	1,500.00
22612	ANDERSEN PLUMBING INC	2,549.62
22614	CITY OF OMAHA CASHIER	33,085.77
	SEWER TOTAL	**77,900.38**

LIBRARY

DD	JOHNNA BIERMAN	1,471.17
DD	LISA FLAXBEARD	1,735.56
DD	NATALIE HARTLEY	798.42
DD	HEATHER LUTH	1,148.81
DD	LYDIA PILE	452.89
22569	BLUE CROSS BLUE SHIELD	5,171.80
22571	COX BUSINESS SERVICES	73.24
22579	COX BUSINESS SERVICES	136.13
22580	DEMCO	413.63
22581	FILTER SHOP	27.85
22584	JESSICA ROWE-DESILVA	396.00
22586	PLAYAWAY PRODUCTS, LLC	184.87
22588	PRESTO-X	33.73
22589	SAM'S CLUB MC/SYNCB	3,849.50
DD	JOHNNA BIERMAN	1,444.24

DD	LISA FLAXBEARD	1,732.06	
DD	NATALIE HARTLEY	883.81	
DD	HEATHER LUTH	1,142.36	
DD	LYDIA PILE	434.83	
22593	EAKES OFFICE SOLUTIONS	60.00	
22599	GUARDIAN INSURANCE	50.43	
22602	MUD	343.23	
22603	OPPD	138.60	
22604	PENWORTHY	718.68	
22607	WM CORPORATE SERVICES, INC	120.65	
22608	WT.COX INFORMATION SERVICES	334.16	
22609	YOUNG AND WHITE LAW OFFICES	2,758.50	
22617	DESIGN 4	15.00	
22618	GREAT AMERICA FINANCIAL SERVICE	200.15	
22621	JESSICA ROWE-DESILVA	396.00	
22622	L.C. SERVICES	56.00	
	LIBRARY TOTAL	**26,722.30**	
	POLICE		
DD	DEVIN CRINKLAW	410.85	
DD	ANDREW HILSCHER	2,815.37	
DD	JAYME IVERSEN	1,727.11	
DD	ROBERT JONES	120.85	
DD	NICOLE MARTIN	692.96	
DD	DONALD MCGUIRE	120.85	
DD	STACIA NELSON	2,298.50	
DD	MARK NOONAN	278.48	
DD	DILLON SIMON	608.86	
DD	PAUL SMOOT	453.02	
DD	JONATHAN STARKE	2,353.97	
DD	DANIEL STOCKER	2,286.33	
DD	ERIC WHITE	188.53	
22569	BLUE CROSS BLUE SHIELD	10,116.38	
22573	GALLS, INC	66.78	
22577	PROLABEL PRINT SOLUTIONS	900.00	
22578	DANIEL STOCKER	155.14	REIMBURSEMENT
22579	COX BUSINESS SERVICES	203.22	
22581	FILTER SHOP	8.96	
22588	PRESTO-X	48.57	
DD	JORDAN BRADLEY	145.00	
DD	ANDREW HILSCHER	2,799.32	
DD	JAYME IVERSEN	1,715.56	
DD	ROBERT JONES	362.51	
DD	NICOLE MARTIN	682.36	
DD	STACIA NELSON	1,902.90	
DD	ANTHONY RAMAEKER	867.16	
DD	DILLON SIMON	2,130.18	
DD	JONATHAN STARKE	2,154.50	
DD	DANIEL STOCKER	2,267.87	
DD	ERIC WHITE	141.49	
22591	BENNINGTON AUTO SALE	353.79	
22594	GALLS, INC	66.78	
22598	GREAT PL.AINS UNIFORMS	714.00	
22599	GUARDIAN INSURANCE	194.90	
22602	MUD	168.00	
22603	OPPD	310.15	
22607	WM CORPORATE SERVICES, INC	56.50	
22610	IDEAL PURE WATER	48.74	
22611	JONATHAN STARKE	283.30	REIMBURSEMENT
22613	BENNINGTON AUTO SALE	104.12	
22615	CUBBY'S	1,345.94	
22618	GREAT AMERICA FINANCIAL SERVICE	48.05	
22619	GREAT PLAINS UNIFORM	378.49	
22623	METROPOLITAN CHIEFS ASSOCIATION	85.00	
22625	OMAHA COMPOUND CO	149.73	
CC	NATIONAL SHERIFF'S ASSOCIATION	1,100.00	
CC	THAT'S GREAT NEWS	296.39	
	POLICE TOTAL	**46,727.46**	

PARKS

DD	JOHN BOHRER	1,065.74	PARKS 1848 STREETS 792.00
DD	DEREK BRECHBILL	1,678.23	PARKS 1446.79 STREETS 964.52
DD	JACKSON CONRAD	689.68	PARKS 396.00 STREETS 396.00
DD	LAYNE LAAKER	1,909.80	PARKS 1593.54 STREETS 1062.36
DD	NATHAN STIER	743.49	PARKS 465.92 STREETS 395.20
22567	JELINEK ACE HARDWARE	44.99	
22569	BLUE CROSS BLUE SHIELD	1,582.19	
22571	COX BUSINESS SERVICES	46.39	
22583	HOME DEPOT CREDIT SERVICES	86.78	
22587	PORT A JOHNS	112.50	
22588	PRESTO-X	33.57	
DD	JOHN BOHRER	1,056.86	PARKS 1848 STREETS 792.00
DD	DEREK BRECHBILL	1,669.30	PARKS 1446.79 STREETS 964.52
DD	JACKSON CONRAD	692.84	PARKS 396.00 STREETS 396.00
DD	LAYNE LAAKER	1,683.55	PARKS 1593.54 STREETS 1062.36
DD	NATHAN STIER	807.93	PARKS 465.92 STREETS 395.20
22596	DARLAND CONSTRUCTION CO.	3,124.00	
22597	DARLAND CONSTRUCTION CO.	159,467.95	
22599	GUARDIAN INSURANCE	62.92	
22600	JEO CONSULTING INC	6,380.75	
22601	MENARDS	61.83	
22602	MUD	4,701.12	
22603	OPPD	530.63	
22607	WM CORPORATE SERVICES, INC	581.37	
22615	CUBBYS	195.32	
22620	HOTSY	6,100.00	
22624	NEBRASKA ARBORISTS ASSOC	72.50	
	PARKS TOTAL	**195,182.23**	

STREETS

22567	JELINEK ACE HARDWARE	45.00
22569	BLUE CROSS BLUE SHIELD	1,582.19
22571	COX BUSINESS SERVICES	46.40
22574	LOGAN CONTRACTORS SUPPLY INC	1,792.00
22582	GOLDSTAR PRODUCTS, INC	393.24
22583	HOME DEPOT CREDIT SERVICES	71.12
22587	PORT A JOHNS	112.50
22588	PRESTO-X	33.56
22592	DOUGLAS COUNTY TREASURER	2,559.84
22596	DARLAND CONSTRUCTION CO.	3,124.00
22597	DARLAND CONSTRUCTION CO.	159,467.95
22599	GUARDIAN INSURANCE	13.45
22600	JEO CONSULTING INC	14,449.87
22601	MENARDS	26.64
22602	MUD	2,910.30
22603	OPPD	5,595.29
22615	CUBBYS	195.32
22620	HOTSY	6,100.00
22624	NEBRASKA ARBORISTS ASSOC	72.50
22626	TY'S OUTDOOR POWER & SERVICE	628.39
	STREETS TOTAL	**199,219.56**

CITY	**69,235.40**
SEWER	**77,900.38**
LIBRARY	**26,722.30**
POLICE	**46,727.46**
PARKS	**195,182.23**
STREETS	**199,219.56**
TOTAL OF ALL BILLS	**614,987.33**

GENERAL DEPOSITS

11/7/2025	OFFICE DEPOSIT	83,555.58
11/10/2025	STATE OF NEBRASKA - HIGHWAY ALLOCATION	22,175.30
11/14/2025	OFFICE DEPOSIT	12,675.50
11/14/2025	OFFICE DEPOSIT - LIBRARY	2,930.60
11/14/2025	DOUGLAS COUNTY GENERAL	9,680.18
11/14/2025	DOUGLAS COUNTY BOND	1,507.95
11/21/2025	OFFICE DEPOSIT	62,513.48
11/24/2025	STATE OF NEBRASKA - SALES TAX	113,369.72
11/28/2025	OFFICE DEPOSIT	17,535.00
11/30/2025	INTEREST	8,187.97
	DEPOSITS TOTAL	**334,131.28**
	DIFFERENCE	**-280,856.05**
11/5/2025	*KENO DEPOSIT*	*5,597.96*
11/20/2025	*KENO DEPOSIT*	*4,294.51*
11/30/2025	*KENO INTEREST*	*519.08*
		10,411.55

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

November 13, 2025
Project No: R090034.13
Invoice No: 166101
Invoice Amount: 10,907.50

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 November 7, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2025 General Engineering			$116,450.00	$105,542.50	$10,907.50
Total			**$116,450.00**	**$105,542.50**	**$10,907.50**

Total Amount Due Upon Receipt : $10,907.50

Outstanding Invoices

Number	Date	Balance
165391	10/20/2025	10,210.00
Total		**10,210.00**

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

Billing Backup

Thursday, November 13, 2025

JEO Consulting Group, Inc. Invoice 166101 Dated 11/13/2025 1:14:20 PM

Project R090034.13 Bennington General Engineering

Phase 2025 2025 General Engineering (SID)

Task 001 General Assistance/Meetings

Hours this Invoice

		Hours		Amount	
Borchers, Julie	10/13/2025	.50	250.00	125.00	
Borchers, Julie	10/14/2025	1.50	250.00	375.00	
Borchers, Julie	10/15/2025	.50	250.00	125.00	
Borchers, Julie	10/16/2025	1.00	250.00	250.00	
Borchers, Julie	10/31/2025	.50	250.00	125.00	
Borchers, Julie	11/2/2025	1.25	250.00	312.50	
Borchers, Julie	11/3/2025	1.00	250.00	250.00	
Totals		6.25		1,562.50	
Total Labor					**1,562.50**

Total this Task **$1,562.50**

Task 002 Planning & Building Assistance

Hours this Invoice

		Hours		Amount	
Borchers, Julie	10/14/2025	.75	250.00	187.50	
Borchers, Julie	10/15/2025	.75	250.00	187.50	
Borchers, Julie	10/16/2025	1.00	250.00	250.00	
Borchers, Julie	10/17/2025	.50	250.00	125.00	
Borchers, Julie	10/19/2025	3.00	250.00	750.00	
Borchers, Julie	10/20/2025	.75	250.00	187.50	
Borchers, Julie	10/21/2025	.75	250.00	187.50	
Borchers, Julie	10/22/2025	.50	250.00	125.00	
Borchers, Julie	10/23/2025	1.00	250.00	250.00	
Borchers, Julie	10/27/2025	.50	250.00	125.00	
Borchers, Julie	10/28/2025	.25	250.00	62.50	
Borchers, Julie	10/29/2025	1.75	250.00	437.50	
Borchers, Julie	10/30/2025	1.00	250.00	250.00	
Totals		12.50		3,125.00	
Total Labor					**3,125.00**

Total this Task **$3,125.00**

Task 004 Sewer System Assistance

Hours this Invoice

		Hours		Amount	
Borchers, Julie	10/14/2025	.50	250.00	125.00	
Totals		.50		125.00	
Total Labor					**125.00**

Total this Task **$125.00**

Task 005 Drainage/Storm Sewer Assistance

Hours this Invoice

			Hours		Amount	
Nissen, Ann		10/20/2025	1.00	210.00	210.00	
	Totals		1.00		210.00	
	Total Labor					**210.00**

Total this Task **$210.00**

Task 006 Street/Bridge Assistance

Hours this Invoice

			Hours		Amount	
Borchers, Julie		10/13/2025	.25	250.00	62.50	
Borchers, Julie		10/14/2025	.25	250.00	62.50	
	Totals		.50		125.00	
	Total Labor					**125.00**

Total this Task **$125.00**

Task 007 Neumeyer Recreational Complex

Hours this Invoice

			Hours		Amount	
Borchers, Julie		10/14/2025	.50	250.00	125.00	
	Totals		.50		125.00	
	Total Labor					**125.00**

Total this Task **$125.00**

Task 009 Kempton

Hours this Invoice

			Hours		Amount	
Callen, John		10/13/2025	.50	270.00	135.00	
	Totals		.50		135.00	
	Total Labor					**135.00**

Total this Task **$135.00**

Task 012 Morgan Ridge

Hours this Invoice

			Hours		Amount	
Borchers, Julie		10/20/2025	.25	250.00	62.50	
Borchers, Julie		10/22/2025	.25	250.00	62.50	
Borchers, Julie		10/23/2025	.50	250.00	125.00	
Borchers, Julie		10/24/2025	4.25	250.00	1,062.50	
Borchers, Julie		10/31/2025	2.00	250.00	500.00	
	Totals		7.25		1,812.50	
	Total Labor					**1,812.50**

					Total this Task	**$1,812.50**

Task 016 Rainwood Square

Hours this Invoice

		Hours		Amount	
Borchers, Julie	10/15/2025	2.75	250.00	687.50	
Borchers, Julie	10/16/2025	.75	250.00	187.50	
Borchers, Julie	10/20/2025	.25	250.00	62.50	
Borchers, Julie	10/21/2025	.25	250.00	62.50	
Borchers, Julie	10/22/2025	.25	250.00	62.50	
Borchers, Julie	10/23/2025	.75	250.00	187.50	
Borchers, Julie	10/29/2025	1.00	250.00	250.00	
Totals		6.00		1,500.00	
Total Labor					**1,500.00**

					Total this Task	**$1,500.00**

Task 017 Prairie Ridge

Hours this Invoice

		Hours		Amount	
Borchers, Julie	10/20/2025	3.50	250.00	875.00	
Borchers, Julie	10/21/2025	1.50	250.00	375.00	
Borchers, Julie	10/22/2025	1.25	250.00	312.50	
Borchers, Julie	10/23/2025	.50	250.00	125.00	
Borchers, Julie	10/29/2025	1.25	250.00	312.50	
Borchers, Julie	11/3/2025	.75	250.00	187.50	
Totals		8.75		2,187.50	
Total Labor					**2,187.50**

					Total this Task	**$2,187.50**
					Total this Phase	**$10,907.50**
					Total this Project	**$10,907.50**
					Total this Report	**$10,907.50**

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

November 14, 2025
Project No: R231502.03
Invoice No: 166140
Invoice Amount: 927.50

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 31, 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		$49,870.00	$48,942.50	$927.50
Total	**$188,000.00**		**$93,070.00**	**$92,142.50**	**$927.50**

Total Amount Due Upon Receipt : $927.50

Outstanding Invoices

Number	Date	Balance
165458	10/21/2025	225.00
Total		**225.00**

Email invoices to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

December 3, 2025
Project No: R231502.03
Invoice No: 169660
Invoice Amount: 30,650.00

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 November 28, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Site Design Services	$96,000.00	75%	$72,000.00	$43,200.00	$28,800.00
Hourly to a Maximum Phase(s)					
Environmental Review	$92,000.00		$51,720.00	$49,870.00	$1,850.00
Total	**$188,000.00**		**$123,720.00**	**$93,070.00**	**$30,650.00**
			Total Amount Due Upon Receipt :		**$30,650.00**

Outstanding Invoices

Number	Date	Balance
166140	11/14/2025	927.50
Total		**927.50**

Email invoices to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

November 6, 2025
Project No: R220296.01
Invoice No: 165877
Invoice Amount: 5,302.00

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 31, 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			$50,566.00	$46,194.00	$4,372.00
SWPPP			$4,557.50	$3,627.50	$930.00
Construction Staking			$6,497.50	$6,497.50	0.00
Reimbursable Expenses			$697.64	$697.64	0.00
Total	**$150,000.00**		**$212,318.64**	**$207,016.64**	**$5,302.00**
		Total Amount Due Upon Receipt :			**$5,302.00**

Outstanding Invoices

Number	Date	Balance
165129	10/10/2025	12,311.50
Total		**12,311.50**

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

November 13, 2025
Project No: R251721.00
Invoice No: 166120
Invoice Amount: 778.50

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 November 7, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Traffic Study	$7,785.00	100%	$7,785.00	$7,006.50	$778.50
Hourly Phase(s)					
Reimbursable Expenses			$600.12	$600.12	0.00
Total	**$7,785.00**		**$8,385.12**	**$7,606.62**	**$778.50**

Total Amount Due Upon Receipt : $778.50

Outstanding Invoices

Number	Date	Balance
165389	10/20/2025	7,606.62
Total		**7,606.62**

Email invoices to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

November 30, 2025
Project No: R251614.00
Invoice No: 169605
Invoice Amount: 5,662.50

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

Project Manager Julie Borchers

Project R251614.00 Bennington Road Bridge Repair - 2026

Professional Services through November 14, 2025

Invoice includes field visit and design work to date.

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Project Management	$4,810.00		$1,062.50	0.00	$1,062.50
Bridge Repair Design	$19,360.00		$4,600.00	0.00	$4,600.00
Bidding and Negotiation Services	$4,340.00		0.00	0.00	0.00
Construction Administration	$5,725.00		0.00	0.00	0.00
Construction Observation-RPR	$6,600.00		0.00	0.00	0.00
Total	**$40,835.00**		**$5,662.50**	**0.00**	**$5,662.50**

Total Amount Due Upon Receipt : $5,662.50

Email invoice to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

November 24, 2025
Project No: R251460.00
Invoice No: 166392
Invoice Amount: 5,790.00

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

Project Manager Noah Dryden

Project R251460.00 Bennington 2026 Sanitary Sewer CIPP Improvements

Professional Services through November 14, 2025

- Currently working on 30% draft plans for the storm/sanitary lining project. Anticipated completion in late December.

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Design - Sanitary	$39,000.00	13%	$5,070.00	0.00	$5,070.00
Design - Storm	$12,000.00	6%	$720.00	0.00	$720.00
Bidding and Negotiation	$5,000.00	0%	0.00	0.00	0.00
Construction Services	$12,800.00	0%	0.00	0.00	0.00
Construction Services - Storm	$2,000.00	0%	0.00	0.00	0.00
RPR Services - Sanitary	$2,500.00	0%	0.00	0.00	0.00
RPR Services - Storm	$2,500.00	0%	0.00	0.00	0.00
Total	**$75,800.00**		**$5,790.00**	**0.00**	**$5,790.00**

Total Amount Due Upon Receipt : $5,790.00

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

p: 402.443.4661
f: 402.443.3508

1937 North Chestnut Street
Wahoo, Nebraska 68066

jeo.com

Item #4

Approval of Appointments

STREET SUPERINTENDENT AGREEMENT
City of Bennington

Scope of Services

Services Provided by JEO:

1. **One- and Six-Year Plan:**
   - Receive input on the One- and Six-Year Plan from the City of Bennington.
   - Prepare a preliminary cost opinion for One Year projects.
   - Prepare One- and Six-Year Plan documents (map and project summary).
   - Furnish One- and Six-Year Plan documents to the municipality.
   - Assist with questions.

2. **Lane Mile Report:**
   - Obtain a copy of the Lane Mile Report from the clerk.
   - Obtain a copy of the ordinance and survey plat of new annexations from the clerk.
   - Obtain a copy of new subdivisions from the clerk.
   - Review, update, and sign the Lane Mile Report.
   - Return updated and signed Lane Mile Report to the clerk.

Services Completed by the City of Bennington:

1. **Lane Mile Report**
   - Forward the Lane Mile Report to the appointed Street Superintendent, Julie Ogden.
   - Provide ordinance and survey plat of new annexations.
   - Provide survey plat of new subdivisions.
   - Submit Lane Mile Report to NDOT.

2. **One-and Six-Year Plan**
   - Hold Public Hearing on the One- and Six-Year Plan.
   - Adopt the plan.

3. **Annual Certification of Program Compliance**
   - The clerk completes and submits the certification to NDOT.

4. **Certification of City Street Superintendent:**
   - The clerk completes and submits the certification to NDOT.

STREET SUPERINTENDENT AGREEMENT
City of Bennington

Fee

1. The compensation to JEO for providing these services would be the incentive payment that the City of Bennington receives for appointing a Class A Street Superintendent.

2. JEO will invoice annually in December for the year of the appointed Street Superintendent. Payment is due upon receipt. Unpaid invoices after 30 days will accrue interest at 12% per annum. Payments will be credited first to interest, then principal.

2026 STREET SUPERINTENDENT APPOINTMENT REQUEST

The City of Bennington approves the agreement and appoints Julie Ogden as the 2026 Street Superintendent:

____ Yes ____ No

Notes: _____

_____

_____

_____ _____

Form Completed By (please sign name) Date

Please include a copy of your meeting minutes.

November 1, 2025

City of Bennington
Mayor and City Council
15505 Warehouse Street
Bennington, NE 68007

RE: City of Bennington 2026 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2026. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- **IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS:** If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.

- **APPLYING AND SECURING FUNDING:** JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.

- **ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE:** JEO will respond to questions about the routine operation and maintenance of the city infrastructure based on our prior knowledge of these facilities/systems. There is typically no charge for this service. However, in some instances a fee may be involved, such as site visits or research.

- **COST OPINIONS:** Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, JEO's extensive institutional knowledge about the city and its infrastructure will be utilized to provide this service efficiently and effectively.

When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not require a contract or retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form along with a copy of your meeting minutes to Ava Dunne at adunne@jeo.com. If appointed, please record the motion in your minutes as follows: "**We appoint JEO Consulting Group, Inc. as our City Engineer for 2026.**"

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

Sincerely,

Steven A. Parr
Principal
JEO Consulting Group, Inc.

Mobile: 402.443.8003 | **Email:** sparr@jeo.com

2026 ENGINEER APPOINTMENT REQUEST

The City of Bennington has appointed JEO Consulting Group, Inc. as the city engineer:

☐ Yes ☐ No

Notes: _____

_____

_____ _____

Form Completed By (please print name) Date

Please include a copy of your meeting minutes.

Item #5

Amendment #2

Wastewater Agreement

City of Omaha

AMENDMENT 2
TO
AGREEMENT FOR WASTEWATER SERVICE BETWEEN THE CITY OF OMAHA, NEBRASKA, AND THE CITY OF BENNINGTON, NEBRASKA

THIS AMENDMENT 2 TO AGREEMENT FOR WASTEWATER SERVICE BETWEEN THE CITY OF OMAHA, NEBRASKA, AND THE CITY OF BENNINGTON, NEBRASKA, is made this _____ day of _____, 2025 by and between the CITY OF BENNINGTON, a Municipal Corporation of the State of Nebraska (hereinafter called BENNINGTON) and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA) (BENNINGTON and OMAHA hereinafter collectively referred to as the PARTIES).

WITNESSETH THAT:

WHEREAS, OMAHA owns and operates a wastewater treatment system; and

WHEREAS, OMAHA and BENNINGTON entered into an Agreement For Wastewater Service Between the City of Omaha, Nebraska, And The City of Bennington, Nebraska dated August 17, 2017 as amended on August 5, 2019 (hereinafter called the AGREEMENT) governing the conveyance of wastewater to OMAHA's wastewater treatment system for the designated BENNINGTON wastewater service area shown on Exhibit A-2019 from Amendment 1 to the AGREEMENT which is consistent with BENNINGTON's zoning and platting extraterritorial jurisdiction (ETJ); and

WHEREAS, the Morgan Ridge Subdivision is being platted within BENNINGTON's ETJ and involves a new connection point to the BENNINGTON-OMAHA Interceptor System that thus requires inclusion in the AGREEMENT; and

WHEREAS, it is further appropriate to amend Exhibit A-2019 so as to show and include the new connection point along with the connection points previously made, known, and existing; and

WHEREAS, the accomplishment of such an arrangement is authorized by law.

NOW, THEREFORE, in consideration of these facts, the PARTIES hereto do mutually agree as follows:

1) **AMENDMENTS TO SECTIONS 1, 2, AND 3 OF THE AGREEMENT**

Sections 1, 2, and 3 of the AGREEMENT are hereby amended as follows and the following amended Sections 1, 2, and 3 replace and are substituted therefor.

1) GENERAL PROVISIONS FOR WASTEWATER SERVICE AGREEMENT

For the services hereinafter stipulated to be performed by OMAHA, BENNINGTON shall comply with the terms as set forth in the CITY OF OMAHA WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS FOR WASTEWATER SERVICE AGREEMENT, dated October 1, 2025, a copy of which is attached hereto as Exhibit B-2025 and made a part hereof. In the event of a conflict between the terms of said

GENERAL PROVISIONS FOR WASTEWATER SERVICE AGREEMENT and this Agreement for Wastewater Service, the terms of this Agreement shall prevail.

2) AREA SUBJECT TO WASTEWATER TREATMENT SERVICES

(1) OMAHA shall provide sewage conveyance and treatment services as called for in said GENERAL PROVISIONS for the designated BENNINGTON wastewater service area shown on Exhibit A-2025, approved by BENNINGTON and OMAHA. This AGREEMENT covers only the designated BENNINGTON wastewater service area as shown on Exhibit A-2025. The BENNINGTON wastewater service area is defined as that area within the N-1(green) area shown on the attached Exhibit A-2025. The OMAHA wastewater service area within the Bennington ETJ is defined as that area within the P-4 (purple) area shown on the attached Exhibit A-2025.

b) Development and connection to the OMAHA treatment system for any additional area outside of this service area must be provided for by either:
   i) Amending this AGREEMENT, or
   ii) A new BENNINGTON-OMAHA wastewater service agreement.

c) Development and connection to BENNINGTON's collection system shall NOT require an amendment of this AGREEMENT nor a new BENNINGTON-OMAHA wastewater service agreement, when
   i) Within the designated BENNINGTON wastewater service area shown on Exhibit A-2025, and
   ii) Using any one of the current connection points listed in Table A-2025 and shown on Exhibit A-2025, and
   iii) Not exceeding the 450,000 GPD daily average Anticipated Bennington Flow.

TABLE A-2025 CONNECTION POINTS TO BENNINGTON-OMAHA INTERCEPTOR

Connection Point	Area/Subdivision Served
A	City Proper – City of Bennington
B	Van Arsdale property – City of Bennington
C	Eagle Holdings property – City of Bennington
D	SID 531 The Heritage connection 1 – City of Bennington
E	Ridgewood development – City of Bennington
F	SID 594 Newport Vista connection 1 – City of Bennington
G	SID 594 Newport Vista connection 2 – City of Bennington
H	Library - City of Bennington
I	SID 531 The Heritage connection 2 – City of Bennington
J	SID 528 Stratford Park collector – City of Omaha
K	SID 623 Morgan Ridge collector – City of Bennington

3) INTERCEPTOR CONNECTION AUTHORIZATIONS, AGREEMENTS AND FEES REQUIRED

a) Current BENNINGTON-OMAHA Interceptor System authorized connection points in the BENNINGTON wastewater service area are located and labeled "A" through "K" in EXHIBIT A-2025 and listed in TABLE A-2025.
b) No new DIRECT connections to the BENNINGTON-OMAHA Interceptor System shall occur without the execution of an Interceptor Connection Authorization and Agreement.
c) New sewer connections to BENNINGTON's collection system shall be subject to connection fees equal to the prevailing rates established in the Omaha Municipal Code Chapter 31, section 31-259, and as amended.
    i) BENNINGTON shall collect such fees at the time of issuance of a building permit on all new lots or replatted lots.
    ii) Payments are due at the end of each calendar quarter and BENNINGTON shall remit to OMAHA the applicable sewer connection fees that have been collected within twenty days of the end of each calendar quarter.
    iii) Each quarterly submittal shall be accompanied by a report listing the lots and amounts collected during the previous quarter. If no collections are made in a quarter, a report shall be submitted stating "No activity to report". The reports and payments shall be submitted to:

        Mr. Ronald Bartlett (or designee)
        Environmental Quality Control Division
        5600 South 10th Street
        Omaha, NE 68107-3501
d) Any entity making such direct connections prior to completion of a signed Interceptor Connection Authorization and Agreement shall be subject to inspection fees ten times the current fees for interceptor connection inspections. Such entity shall be responsible for making this payment to OMAHA.
e) BENNINGTON shall use reasonable efforts to ensure that within its jurisdiction, no direct connections to the OMAHA Interceptor System shall occur without the execution of a signed Interceptor Connection Authorization and Agreement.
f) BENNINGTON shall use reasonable efforts to disconnect from the sewer system any entity which has made such a connection prior to the execution of a signed Interceptor Connection Authorization and Agreement.
g) Connection point manholes - a manhole shall be constructed at each connection point into the OMAHA Interceptor, such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four inches in diameter. The location of each such manhole shall be approved by the Environmental QCD of OMAHA.
h) BENNINGTON shall execute a wastewater service agreement with each new SID or new development within the BENNINGTON wastewater service area, prior to its connection to the BENNINGTON collection system.
    i) A copy of all such signed agreements(s) shall be submitted to OMAHA for its records.
i) OMAHA's permission provided for herein is only that of the owner of the utility. Any use of sewers, owned by other entities, to convey wastewater from
    i) BENNINGTON to OMAHA within BENNINGTON's wastewater service area shall require a written agreement between BENNINGTON and the owner of such sewer.
j) A copy of all such signed agreement(s) shall be submitted to OMAHA for its records.
k) BENNINGTON shall place in its wastewater service agreements with other entities that connect into its sewers, the prohibition and penalties set forth in this AGREEMENT.
l) BENNINGTON is required to notify the OMAHA Environmental Quality Control Division of any proposed rehabilitation or rerouting of the collection or outfall sewer

system covered by this AGREEMENT that impacts the quantity of flow at any of the connection points.

2) **OTHER TERMS OF AGREEMENT STILL EFFECTIVE** All other terms and conditions of the AGREEMENT shall remain effective and in full force and effect, including the Exhibits thereto, except for Exhibit A-2019 and Exhibit B-2017 to the AGREEMENT which is superseded and replaced with Exhibit A-2025 and Exhibit B-2025 to this Amendment 2.

IN WITNESS WHEREOF, the PARTIES hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY BENNINGTON this _____ day of _____, 2025.

ATTEST: CITY OF BENNINGTON, NEBRASKA:

_____ _____
City Clerk Mayor

APPROVED AS TO FORM:

_____
City Attorney

EXECUTED BY OMAHA this _____ day of _____, 2025.

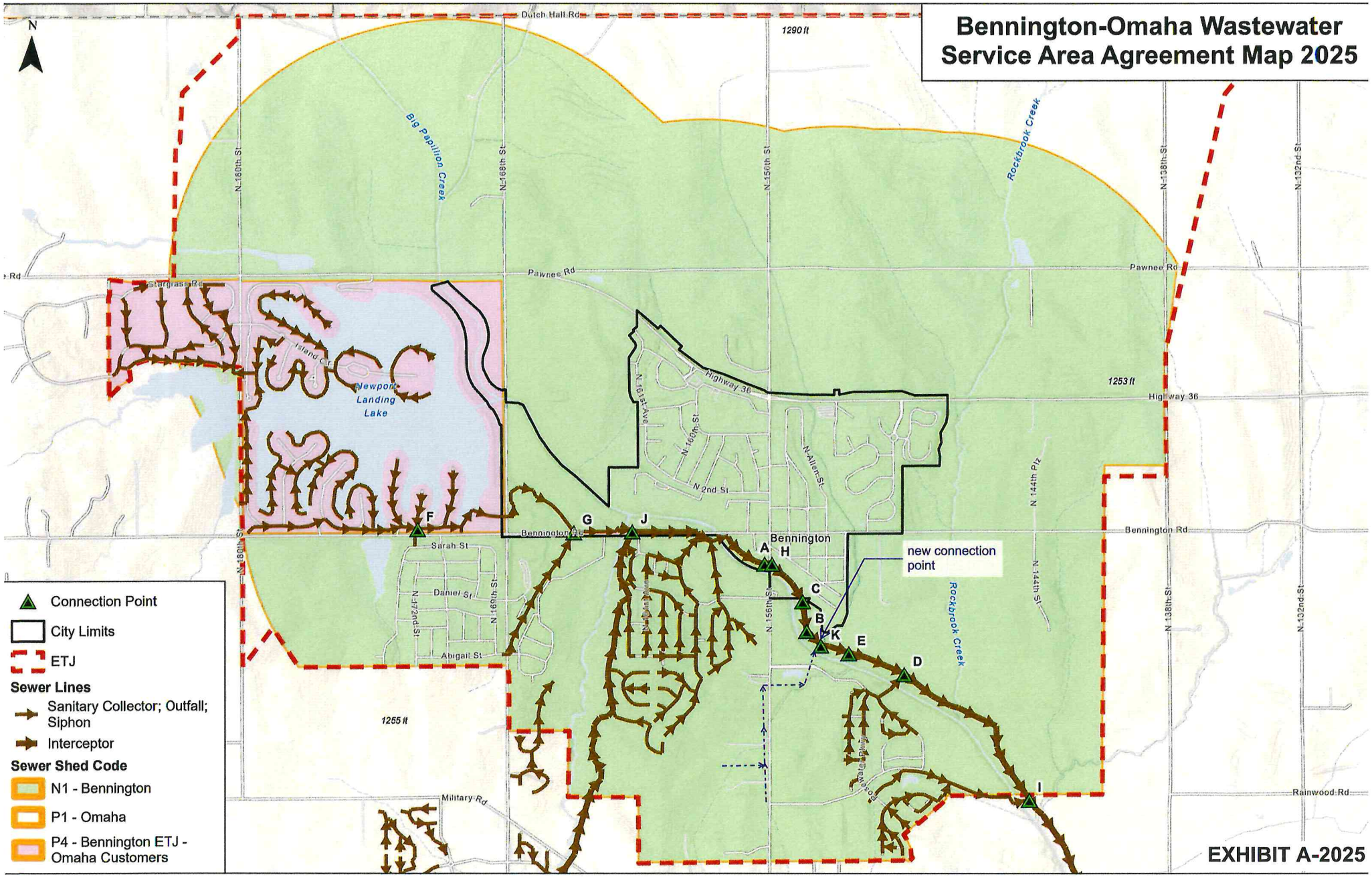
ATTEST: CITY OF OMAHA, NEBRASKA:

_____ _____
City Clerk Mayor

RECOMMENDED:

APPROVED AS TO FORM:

_____ _____
Public Works Director City Attorney


Bennington-Omaha Wastewater Service Area Agreement Map 2025
N
Dutch Hall Rd
1290 ft
Big Papillion Creek
Rockbrook Creek
N 180th St
N 168th St
N 156th St
N 138th St
N 132nd St
Pawnee Rd
Stargrass Rd
Island Cir
Newport Landing Lake
Highway 36
1253 ft
N 161st Ave
N 160th St
N 2nd St
N Allen St
N 144th Plz
Bennington Rd
Bennington
Sarah St
Daniel St
Abigail St
N 172nd St
N 169th St
N 156th St
N 14th St
N 136th St
A
H
C
B
K
E
D
F
G
J
I
new connection point
1255 ft
Military Rd
Rainwood Rd
Connection Point
City Limits
ETJ
Sewer Lines
Sanitary Collector; Outfall; Siphon
Interceptor
Sewer Shed Code
N1 - Bennington
P1 - Omaha
P4 - Bennington ETJ - Omaha Customers
EXHIBIT A-2025

CITY OF OMAHA
GENERAL PROVISIONS
FOR WASTEWATER SERVICE AGREEMENTS

October 1, 2025

SECTION 1: USER CLASSES
SECTION 2: CONTRIBUTING SYSTEM
SECTION 3: CONTRIBUTING SYSTEM-OWNED FACILITIES
SECTION 4: CONNECTION APPROVAL
SECTION 5: POINT OF CONNECTION
SECTION 6: ADDITIONAL CONNECTIONS
SECTION 7: SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY
SECTION 8: OMAHA'S RIGHT TO CONNECT
SECTION 9: DISCONNECTIONS AND TERMINATION
SECTION 10: CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS
SECTION 11: NEW STORM CONNECTIONS PROHIBITED
SECTION 12: EXISTING STORM CONNECTIONS
SECTION 13: DESIGN REVIEW
SECTION 14: CHARGES
SECTION 15: USE OF PUBLIC AREAS
SECTION 16: FLOW RECORDERS AND SAMPLING DEVICES
SECTION 17: REPORTING NEW INDUSTRIES
SECTION 18: INDUSTRIAL MONITORING AND REPORTING
SECTION 19: SAMPLING AND TESTING COSTS
SECTION 20: INSPECTION AND TESTING
SECTION 21: REPORTS
SECTION 22: LAWS AND REGULATIONS
SECTION 23: AMENDMENTS - FEDERAL AND STATE REGULATIONS
SECTION 24: APPORTIONMENT OF FINES
SECTION 25: CHANGE IN OWNERSHIP
SECTION 26: HAZARDOUS WASTES
SECTION 27: INTERRUPTION OF SERVICE
SECTION 28: DURATION OF AGREEMENT
SECTION 29: NON-DISCRIMINATION
SECTION 30: SOLICITATION
SECTION 31: SEVERABILITY
SECTION 32: TITLES
SECTION 33: STRICT COMPLIANCE
SECTION 34: INDEMNIFICATION
SECTION 35: GOVERNING LAW
SECTION 36: MODIFICATION BY AGREEMENT

SECTION 1: USER CLASSES

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as "OMAHA", to four classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, (3) Utility or Agency, (4) Sanitary Sewer Service Users, which shall consist of all users approved by OMAHA, except Municipalities and Sanitary and Improvement Districts, and Utility or Agency.

- Utility or Agency – means a district, association, or other public body created by or under State law and having jurisdiction over collection, treatment, or disposal of sewage, industrial wastes, or other wastes. For the Purposes of these General Conditions, this is in specific reference to an Agency or Utility outside of the City of Omaha that has the authority to provide these services to multiple Satellite Sewer Systems
- Sanitary Sewer Service Users - any user who discharges or causes a discharge to a public sanitary sewer.

Such service will be offered by OMAHA to the Users within or adjacent to areas served by existing and proposed facilities of the Omaha Regional Collection and Treatment System. Such service shall include receiving, transporting, treating, and disposing of wastewater or sewage in accordance with the terms and conditions of these General Provisions and any special provisions in this Agreement.

SECTION 2: CONTRIBUTING SYSTEM

The CONTRIBUTING SYSTEM shall be considered to be collectively, the User that is party to the agreement and any "Satellite Sewer System" connected to such User's system.

Satellite Sewer System – A sewer system that is owned or operated by one user that discharges to a system that is owned or operated by a different provider. Satellite sewer systems depend on a separate provider for final wastewater treatment and discharge and include systems approved by the Nebraska Department of Water, Energy, and Environment (DWEE).

SECTION 3: OWNED FACILITIES

Owned facilities refers to those facilities, directly owned and operated by the User that is party to the agreement, including future additions and improvements thereto, and those facilities constructed to effect the interconnection with the Omaha Regional Collection and Treatment System.

The individual users that comprise the CONTRIBUTING SYSTEM shall retain their appropriate individual user responsibility for construction, operation, maintenance, and ownership of their own facilities comprising the CONTRIBUTING SYSTEM and future additions thereto and shall retain all contractual and managerial obligations associated with such CONTRIBUTING SYSTEM-owned facilities, unless provided for otherwise.

SECTION 4: CONNECTION APPROVAL

The User shall not make its connection to the Omaha Regional Collection and Treatment System until it is authorized in writing by the OMAHA Public Works Director or his/her designee.

SECTION 5: POINT OF CONNECTION

Subject to the conditions and provisions hereinafter specified, the User may connect its Wastewater System to the Omaha Regional Collection and Treatment System only in such manner and of such materials and at such place as approved by OMAHA prior to such connection. Should a change of the point or points of connection be required by OMAHA because of a change in the quality or quantity of flow from the User that is inconsistent with the loads and flows permitted by the Omaha Regional Collection and Treatment System at the time the User was last permitted to connect to the Omaha Regional Collection and Treatment System, or should the User request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the User and as directed and approved by OMAHA. Any changes in such points necessitated by changes in flow from OMAHA shall be at the cost of OMAHA.

SECTION 6: ADDITIONAL CONNECTIONS

The User shall not allow any direct or indirect sewer connections from outside their agreed to Sewer Service Area. Sewer Service Area adjustments and new direct or indirect connections from these areas must be approved via an Amendment to the Agreement or a new Agreement between the parties.

Sewer Service Area – User's area within the agreed to boundary or area under the authority of the User that is subject to sanitary sewer service.

Additional direct or indirect connections that are within the agreed to User Sewer Service Area require a written notification to Omaha.

Users shall certify that they have reviewed the status of the WRRF receiving the flows from and any conveyance system downstream of the connection for any sanitary sewer addition and that the treatment facility and conveyance system has the capacity to treat or store the wastewater from

this sewer addition and remain in compliance with applicable DWEE regulations. Certification shall be in accordance with Nebraska Department of Water Energy and Environment Title 123. The following statement, signed by a professional engineer, shall be signed on the NDWEE's Construction Permit Application Form Wastewater Works (and copied to OMAHA).

> I have reviewed the available design data, flow records, and compliance history of the receiving WRRF. In my professional judgment, the WRRF has the hydraulic and treatment capacity to receive the additional wastewater from this sewer addition and remain in compliance with applicable DWEE regulations.

The DWEE administers the Nebraska Pretreatment Program (NPP), which requires a permit for any industry or commercial operation that could significantly impact operations. OMAHA and the User agree that any connection to the User requiring such permit shall be reviewed and approved by both parties prior to connection to the User.

If and when OMAHA determines that the then existing flow and/or pollutant loading to the Omaha Regional Collection and Treatment System plus potential flow and/or pollutant loading from all subdivisions then connected to the Omaha Regional Collection and Treatment System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Omaha Regional Collection and Treatment System equals or exceeds the capacity at that time of the User's connection to the Omaha Regional Collection and Treatment System, OMAHA will give notice to all appropriate Users connected to that affected portion of the Omaha Regional Collection and Treatment System. From that time forward, neither OMAHA nor any other User will approve any additional final plats within their respective zoning jurisdictions and OMAHA will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Omaha Regional Collection and Treatment System is increased.

SECTION 7: SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY

OMAHA will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other User located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed and approved by such municipality.

SECTION 8: OMAHA'S RIGHT TO CONNECT

It is agreed that OMAHA shall have the right to connect any OMAHA sewers or those within its zoning jurisdiction to any User by paying the prevailing connection costs of such User to provide an outlet for such OMAHA sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The User has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the User prior to approving all connections.

SECTION 9: DISCONNECTIONS AND TERMINATION

OMAHA shall have the right to make any disconnections and recover the expenses thereof from the User should the User neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any User which ceases to use any wastewater system connected to the Omaha Regional Collection and Treatment System shall disconnect the same at its expense or failing that, OMAHA may disconnect the same at the expense of the User. OMAHA acknowledges its Omaha Regional Collection and Treatment System is a public utility available without discrimination to members of specified classes. Termination of sewage treatment pursuant to this section will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service pursuant to this section will not be made before (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of OMAHA to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

SECTION 10: CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS

Sewer connections made within the jurisdiction of the User which is a Municipality shall be under the control of such Municipality. Current records will be maintained by such Municipality and made available to OMAHA upon request. New connections shall be limited to wastewater only and the number of connections authorized within such Municipality within the area shown on the most recent sewer service area exhibit shall be the sole responsibility of such Municipality and its duly authorized representatives.

SECTION 11: NEW STORM CONNECTIONS PROHIBITED

After the beginning of service under this Agreement, the User shall not make or permit to be made any connections which will contribute directly or indirectly into the Omaha Regional Collection and Treatment System, the stormwater run-off from, including but not limited to surface drains, ditches, streams, storm sewers, roof, areaway, or foundation drains.

SECTION 12: EXISTING STORM CONNECTIONS

As to storm water connections of the type described above which existed in the User's sewer service area prior to the beginning of service from the Omaha Regional Collection and Treatment System, the User shall work as vigorously as possible within the technical and financial capabilities of the User to eliminate all of its storm water connections. The inflow and infiltration in all sewers constructed in the User sewer service area after the date of the execution of this Agreement shall not exceed those standards for I&I as set forth in the Omaha Master Plan – Sanitary Interceptor Sewer Element and any amendments thereto.

To comply with regulatory requirements, all Users having either acceptable or unacceptable waste in the effluent may be required to file with OMAHA at least once each calendar year, a report on the flow and loading of their wastewater. Essentially this requirement is to meet the obligations of OMAHA'S NPDES Permit regarding elimination of extraneous water. The User may engage the services of any OMAHA approved, independent testing laboratory for this service. Costs incurred with this are at the expense of the User.

SECTION 13: DESIGN REVIEW

OMAHA has the right to review the designs, specifications, and criteria for additions or modifications to any portion of the User connected directly or indirectly to the Omaha Regional Collection and Treatment System prior to the work being so connected to the Omaha Regional Collection and Treatment System. The design of sewer collection systems within the zoning jurisdiction of the User shall be the sole responsibility of the User. The design criteria used by the User shall meet or exceed the minimum design standards used by OMAHA and any amendments thereto.

SECTION 14: CHARGES

As full compensation for the receiving, transporting, and treating of the sewage from the User, and except to the extent provided in the sewer treatment services agreement between the User and OMAHA, the User agrees to pay OMAHA as follows: a sum equivalent to the sewer service charges and use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code ("OMC"), and any amendments thereto, for the use of Omaha Regional Collection and Treatment System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to Omaha Regional Collection and Treatment System. Unless otherwise agreed to by OMAHA in writing, payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by OMAHA from its short-term investments during the three months preceding the delinquency. Such User must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the DWEE. The User party to this Agreement connected to Omaha Regional Collection and Treatment System and served by the Water Service of the Metropolitan Utilities District, or, as applicable, the Municipality providing waster service, shall pay the rates provided for in Chapter 31 of the OMC according to the provisions therein and the metered water usage.

SECTION 15: USE OF PUBLIC AREAS

It is agreed and understood that there shall be no payment by OMAHA for the use of any streets, alleys, avenues, or public property, if any, of the User for sewer lines or appurtenances constructed therein for the benefit of OMAHA, provided OMAHA shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

SECTION 16: FLOW RECORDERS AND SAMPLING DEVICES

When deemed necessary by OMAHA to facilitate fair, transparent, and equitable charges being billed by OMAHA, the User agrees to install at its expense, sampling and flow metering structures at points reasonably designated and approved by OMAHA.

OMAHA will provide monitoring services as per the OMC; however, any and all maintenance required on the containing structures and manholes shall, unless otherwise agreed to by OMAHA in writing, be the responsibility and at the expense of the User.

SECTION 17: REPORTING NEW INDUSTRIES

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of the User to notify OMAHA of any and all new industries locating within such jurisdictional limits as soon as such location is known to such person or department. Parcel info, sanitary connection location, sewer billing account info, industry contact info, and SIC/NAICS codes shall be part of the notification once these details are known.

- New Industry - any building, structure, facility or installation from which there is or may be a discharge of pollutants from an entity considered as an Industrial or Commercial customer type, provided that:
- (1) The building, structure, facility or installation is constructed at a site at which no other source is located;
- (2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- (3) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

SECTION 18: INDUSTRIAL MONITORING AND REPORTING

To comply with regulatory requirements, any industries classified as an existing or a new source by the United States Environmental Protection Agency or the DWEE, having either acceptable or unacceptable wastes in their effluent, must register with the appropriate jurisdiction.

Also, said industry may be required to file with OMAHA, at least once each year, a sampling analysis and report in accordance with OMAHA ordinances, rules, and regulations; and the flow-proportioned strength characteristics of their industrial effluent in terms of BOD, suspended solids, grease, pH and any other parameter required by their NPDES permit or the United States Environmental Protection Agency or the DWEE.

Industries required, under DWEE Title 119 to obtain a Pretreatment Permit, must file a copy of such report with OMAHA every June and January. Sampling and analysis may be done by the appropriate User and/or by OMAHA and by any City of Omaha approved laboratory according to the OMC. From time to time OMAHA may require a 24-hour/flow proportion composite sample to be split and given to OMAHA for verification. Such samples shall be representative of a normal and average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the industry involved.

SECTION 19: SAMPLING AND TESTING COSTS

Except as expressly provided in this Agreement, OMAHA has no obligation to make payments to any party for such sampling and testing costs.

SECTION 20: INSPECTION AND TESTING

The User shall, with respect to property owned by it or under its control, allow OMAHA and such personnel from the State or Federal agencies, at reasonable times, upon prior reasonable notice, and upon presentation of proper credentials:

1. to enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the User.
3. to inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. to sample any discharge point for pollutants.

The User shall, when requested under reasonable circumstances, but at no additional cost to the User, assist OMAHA personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such User.

SECTION 21: REPORTS

Users, party to this Agreement, shall require within their boundaries or jurisdiction that all reports required by OMAHA City ordinances, rules, or regulations, be made to the User, and the User shall cause copies of all such reports to be sent to OMAHA in hardcopy and electronic form.

SECTION 22: LAWS AND REGULATIONS

The User agrees to conform with and enforce all Minimum Standards, Ordinances, rules, regulations, and requirements of OMAHA and all applicable State and Federal laws, rules, and regulations concerning: (1) Industrial Cost Recovery for industries within the sewer service area or connected to the User, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the CONTRIBUTING AREA.

Wastewater emptied into the Omaha Regional Collection and Treatment System from the User shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code, including any amendments thereto, and current regulations pertaining to sewers or sewage within OMAHA and in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the User into the Omaha Regional Collection and Treatment System.

SECTION 23: AMENDMENTS - FEDERAL AND STATE REGULATIONS

The User agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

SECTION 24: APPORTIONMENT OF FINES

Any fines or penalties imposed upon OMAHA by any Federal or State agency or any court of competent jurisdiction shall be paid by the User(s), if any, to which the effluent or other act causing such fine or penalty can be directly traced and supporting evidence provided to such User(S). Such payment shall be apportioned to the User, including OMAHA, according to their contribution to the cause of such fine or penalty.

SECTION 25: CHANGE IN OWNERSHIP

In the event of any change in the control or ownership of a facility of a User from which authorized discharges are permitted, the User shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to OMAHA. This Agreement is not assignable from or to Users.

SECTION 26: HAZARDOUS WASTES

It is agreed and understood that the parties to this Agreement are, or may be subject to Section 311 of the Clean Water Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Clean Water Act.

SECTION 27: INTERRUPTION OF SERVICE
In the event of a stoppage of Omaha Regional Collection and Treatment System or in the event of an interruption of service by OMAHA, it is understood and agreed that OMAHA, its officers, employees and agents, except for OMAHA's willful damaging acts or gross negligence, shall be absolutely free of any liability to the User, or any owners or lessees of the property or premises within or served by the User.

SECTION 28: DURATION OF AGREEMENT
As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date wastewater treatment services are furnished by OMAHA. However, it may be extended by written amendment. If the User is desirous to continue to have its wastewater received and treated by OMAHA, the User will notify OMAHA at least six months in advance of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by OMAHA.

SECTION 29: NON-DISCRIMINATION
The User shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, political or religious opinions or affiliations, disability, or national origin, in violation of Federal law, State law, or local ordinance.

SECTION 30: SOLICITATION
The User does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the User, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the User, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, OMAHA shall have the right to annul this Agreement without liability.

SECTION 31: SEVERABILITY
In the event that any provision of this Agreement is found to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement

SECTION 32: TITLES
The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

SECTION 33: STRICT COMPLIANCE
All provisions of this agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

SECTION 34: INDEMNIFICATION
To extent permitted by applicable law, the User shall defend, indemnify, and hold OMAHA and its respective employees, agents, and assignees harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgements, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful connection and/or disbursement of sewage into OMAHA's sanitary sewer system. Any and all resulting fees and/or penalties imposed by DWEE in accordance with the preceding sentence shall be the full responsibility of the User, except as detailed by Section 24 above.

To the extent permitted by applicable law, OMAHA shall defend, indemnify, and hold the User and its respective employees, agents, members, and assignees harmless from and against any and all

claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgements, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful operation of the Omaha Regional Collection and Treatment System and/or disbursement of sewage from the Omaha Regional Collection and Treatment System. Any and all resulting fees and/or penalties imposed by DWEE in accordance with the preceding sentence shall be the full responsibility of the User, except as detailed by Section 24 above.

SECTION 35: GOVERNING LAW

The PARTIES to this Agreement shall conform to all existing and applicable OMAHA, county, state, and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

SECTION 36: MODIFICATION BY AGREEMENT

This Agreement may be modified or amended only by a written agreement executed by the PARTIES. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to OMAHA.

In the event of a conflict between the terms of these General Provisions (as the same may be amended from time to time) and the agreement for wastewater treatment services into which these General Provisions are incorporated (the "agreement"), the terms of such agreement shall prevail and control.

Item #6

NDOT 2026 Snow Removal

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF ROADS

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. _____ QE 2302 Supp 2
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bennington
Municipal Extensions in Bennington

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas W. Goodbarn, Department of Roads, Bennington, Nebraska.

ATTEST: _____ day of _____ , 20.

_____ _____

City Clerk *Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

_____

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____

Pay/Bill Code: _____

Contractor No.: _____

Amount: $ _____

DR Form 508, October 2016

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bennington

Date: 1/1/25

☐ Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 0.00 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of $ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

lane miles x $ per lane mile = $0.00.

☒ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of $1,430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

2.48 lane miles x $1,430.00 per lane mile = $3,546.40

☐ Other *(Explain)*

City of Bennington

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	RESPONSIBILITY CITY
West City Limits to East City Limits	36	13.6	14.84	1.24	2	2.48	2.48	
Total Lane Miles						**2.48**	**2.48**	

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. QE2302 S2
Maintenance Agreement between the Nebraska Department of Transportation and the Municipality of Bennington
Municipal Extensions in Bennington

We hereby agree that Maintenance Agreement No. QE2302 S2 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2023, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____ , 20.

ATTEST: City of Bennington

_____ _____

City Clerk/Witness *Mayor/Designee*

Executed by the State this _____ day of _____ , 20.

ATTEST: State of Nebraska

_____

District Engineer, Department of Transportation

NDOT Form 507, August 17

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bennington

Date: 1/1/26

☐ Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 0.00 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of $ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

lane miles x $ per lane mile = $0.00.

☒ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of $1,470.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

2.48 lane miles x $1,470.00 per lane mile = $3,645.60

☐ Other *(Explain)*

City of Bennington

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	RESPONSIBILITY CITY
West City Limits to East City Limits	36	13.6	14.84	1.24	2	2.48	2.48	
Total Lane Miles						**2.48**	**2.48**	

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF ROADS

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

Maintenance Operation Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities	2nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances *(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)*	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

Maintenance Operation Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities > 40,000	1st Class Cities < 40,000	2nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

Item #7

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: 7	Date: 11/25/2025
				Period To: 11/30/25	
				Architect's Project No:	
From (Contractor):	Darland Construction Co. 4115 S 133rd Street Omaha, NE 68137	Contractor Job Number:	25-1-007	Contract Date:	
		Via (Architect):			
Phone:		Contract For:			

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner			31,576.60	-17,000.00
	Number	Date Approved		
Change orders approved this month				
Totals				
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	1,713,673.00
Retainage	
5.0% of completed work	85,683.65
0.0% of stored material	0.00
Total retainage	85,683.65
Total earned less retainage	1,627,989.35
Less previous certificates of payment	1,467,360.50
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**160,628.85**
Balance to finish, including retainage	118,462.25

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: John Maderak Date: 12/1/25
State of: Nebraska County of: Dodge
Subscribed and sworn to before me this 1 day of December
2025 (year). Notary public: Michelle Kaipust
My commission expires _____

GENERAL NOTARY-State of Nebraska
MICHELLE KAIPUST
My Comm. Exp. February 13, 2026

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: _____ Date: 12.02.2025

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: 7 Date: 11/25/25 Period To: 11/30/25
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	76,894.00	0.00	0.00	76,894.00	100.00	0.00	3,844.70	
002.00	Site Utilities	62,985.00	62,985.00	0.00	0.00	62,985.00	100.00	0.00	3,149.25	
003.00	Site Concrete	95,934.00	95,934.00	0.00	0.00	95,934.00	100.00	0.00	4,796.70	
004.00	Landscaping	13,802.00	0.00	13,802.00	0.00	13,802.00	100.00	0.00	690.10	
005.00	Site Improvements	4,945.00	0.00	4,945.00	0.00	4,945.00	100.00	0.00	247.25	
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	88,000.00	16,772.00	0.00	104,772.00	100.00	0.00	5,238.60	
008.00	Millwork	3,275.00	0.00	2,000.00	0.00	2,000.00	61.07	1,275.00	100.00	
009.00	Joint Sealants	7,321.00	0.00	5,000.00	0.00	5,000.00	68.30	2,321.00	250.00	
010.00	Openings	60,580.00	55,000.00	4,200.00	0.00	59,200.00	97.72	1,380.00	2,960.00	
011.00	Drywall & Acoustic Ceilings	64,000.00	50,000.00	9,500.00	0.00	59,500.00	92.97	4,500.00	2,975.00	
012.00	Finishes	21,687.00	4,000.00	11,000.00	0.00	15,000.00	69.17	6,687.00	750.00	
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	33,586.00	1,500.00	0.00	35,086.00	97.84	774.00	1,754.30	
015.00	Plumbing	91,376.00	49,500.00	36,000.00	0.00	85,500.00	93.57	5,876.00	4,275.00	
016.00	HVAC	87,770.00	73,906.00	8,864.00	0.00	82,770.00	94.30	5,000.00	4,138.50	
017.00	Electrical	116,550.00	87,000.00	28,000.00	0.00	115,000.00	98.67	1,550.00	5,750.00	
018.00	GC's/GR's/Fee	278,615.60	248,100.00	27,500.00	0.00	275,600.00	98.92	3,015.60	13,780.00	
	Application Total	1,746,451.60	1,544,590.00	169,083.00	0.00	1,713,673.00	98.12	32,778.60	85,683.65	

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 **$160,628.85**, 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 **November 30, 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 12/1/25

John Maderak, Senior Project Manager

NOTARY SEAL

STATE OF **NEBRASKA**

COUNTY OF **DOUGLAS**

I, Michelle Kaipust, 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 1 day of December, 2025.

GENERAL NOTARY-State of Nebraska
MICHELLE KAIPUST
My Comm. Exp. February 13, 2026

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 **$318,935.90**, 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 **October 31, 2025**.

Darland Construction Co.

Date signed 12/1/25

John Maderak

John Maderak, Sr. Project Manager

NOTARY SEAL

STATE OF **NEBRASKA**

COUNTY OF **DOUGLAS**

I, Michelle Kaipust, 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 1 day of December, 2025

Michelle Kaipust

GENERAL NOTARY-State of Nebraska
MICHELLE KAIPUST
My Comm. Exp. February 13, 2026

Item #8

Neumeyer Farm Park

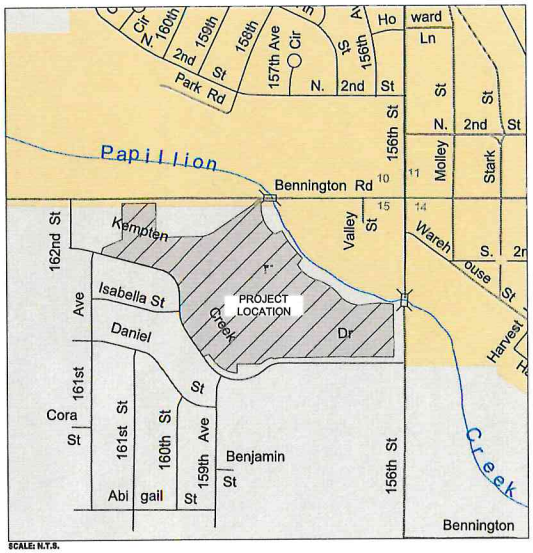
Phase 2

NEUMEYER PARK SOCCER COMPLEX

N 156TH & KEMPTEN CRK DR
BENNINGTON, NE 68007

CLIENT PROJECT NO.: [000000.00]
JEO PROJECT NO.: 241597.00
[GRANT INFO]
[EG, SEC/T/R]

LOCATION MAP



SCALE: N.T.S.

CONTACTS

OWNER:

ADDRESS:
CITY OF BENNINGTON
15505 WAREHOUSE ST
BENNINGTON, NE 68007

CONTACT INFO:
LAYNE LAWKER
directorpwd@benningtonne.com
P: 531.264.6015

COORDINATING PROFESSIONAL:

ADDRESS:
JEO CONSULTING GROUP
1937 N CHESTNUT ST
WAHOO, NE 68066

CONTACT INFO:
JULIE OGDEN
jogden@jeo.com
P: 402.443.8007

I, JULIE OGDEN, AM THE COORDINATING PROFESSIONAL ON THE [PROJECT NAME] PROJECT.

CIVIL ENGINEER:

ADDRESS:
[NAME]
ADRESS]
[CITY, ST 00000]

CONTACT INFO:
[CONTACT NAME]
[name@domain.com]
P: [000.000.0000] | F: [000.000.0000]

UTILITIES

WATER:

METROPOLITAN UTILITIES DISTRICT

CONTACT INFO:
METROPOLITAN UTILITIES DISTRICT
KELSEY KRACHER, BUILDING SERVICES CLERK
Kelsey_Kracher@mudnebr.com
P: 402.504.7888 | M: 402.253.5154

SEWER:

METROPOLITAN UTILITIES DISTRICT

CONTACT INFO:
METROPOLITAN UTILITIES DISTRICT
KELSEY KRACHER, BUILDING SERVICES CLERK
Kelsey_Kracher@mudnebr.com
P: 402.504.7888 | M: 402.253.5154

ELECTRIC:

OPPD
Omaha Public Power District

CONTACT INFO:
OMAHA PUBLIC POWER DISTRICT
MARK KREPELA
P: 531.226.5131

TELEPHONE:

CenturyLink

CONTACT INFO:
CENTURYLINK
[name@domain.com]
P: [000.000.0000] | F: [000.000.0000]

FIBER OPTIC:

CenturyLink

CONTACT INFO:
CENTURYLINK
[name@domain.com]
P: [000.000.0000] | F: [000.000.0000]

INDEX OF SHEETS

G000	COVER SHEET
C000	EXISTING CONDITIONS OVERALL LAYOUT
C001-C009	EXISTING CONDITIONS (AREA 1 - 9)
C100	SITE REMOVALS PLAN - OVERALL LAYOUT
C101-C109	SITE REMOVALS PLAN (AREA 1 -9)
C200	SITE LAYOUT PLAN OVERALL LAYOUT
C201-C209	SITE LAYOUT PLAN (AREA 1 - 9)
C300	SITE GRADING PLAN - OVERALL LAYOUT
C301-C327	SITE GRADING PLAN (AREA 1 - 9)
C400	SITE EROSION CONTROL PLAN - OVERALL LAYOUT
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C410	SITE EROSION CONTROL DETAILS
C500	OVERALL SITE UTILITIES PLAN
C501-C510	SITE UTILITIES PLAN (AREA 1 - 9)
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L100	OVERALL SITE PLANTING PLAN
L101 - L109	SITE PLANTING PLAN (AREA 1 - 9)
L200	OVERALL SITE IRRIGATION PLAN
L201-209	SITE IRRIGATION PLAN (AREA 1-9)

Partial Plan Set for December Council Meeting

811 Know what's below. Call before you dig.

All site plan information is based upon US SURVEY FEET (sFT)

NOTE: NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS. A REQUEST FOR UTILITY LOCATES WAS MADE FOR THIS LOCATION AS PER THE ONE-CALL NOTIFICATION SYSTEM ACT.

(DATE: 02/5/2025 TICKET NO.: 250340744)

UTILITIES SHOWN ARE FROM FIELD MARKINGS PROVIDED IN THE FIELD BY THE UTILITY PROVIDERS.

THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. CONTRACTOR(S) SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.

JEO CONSULTING GRO
1937 N CHESTNUT ST
WAHOO, NE 68066
800.722.8537 | jeo.com

ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: CA-0069

PRELIMINARY
NOT FOR CONSTRUCTION
60%
DATE:
11/14/2025

[Date]
[Printed Name - Discipline]
[License Number]

ISSUE

MARK	DATE	DESCRIPTI
01	X/XX/2025	30% QA/QC
02	11/14/2025	60% QA/QC

2025
Neumeyer Park Soccer Com
Bennington, NE

City of Bennington, NE
N 156th St & Kempten Crk Dr

JEO Project No.: 231502.03
Drawn by: SG
QAQC: ES

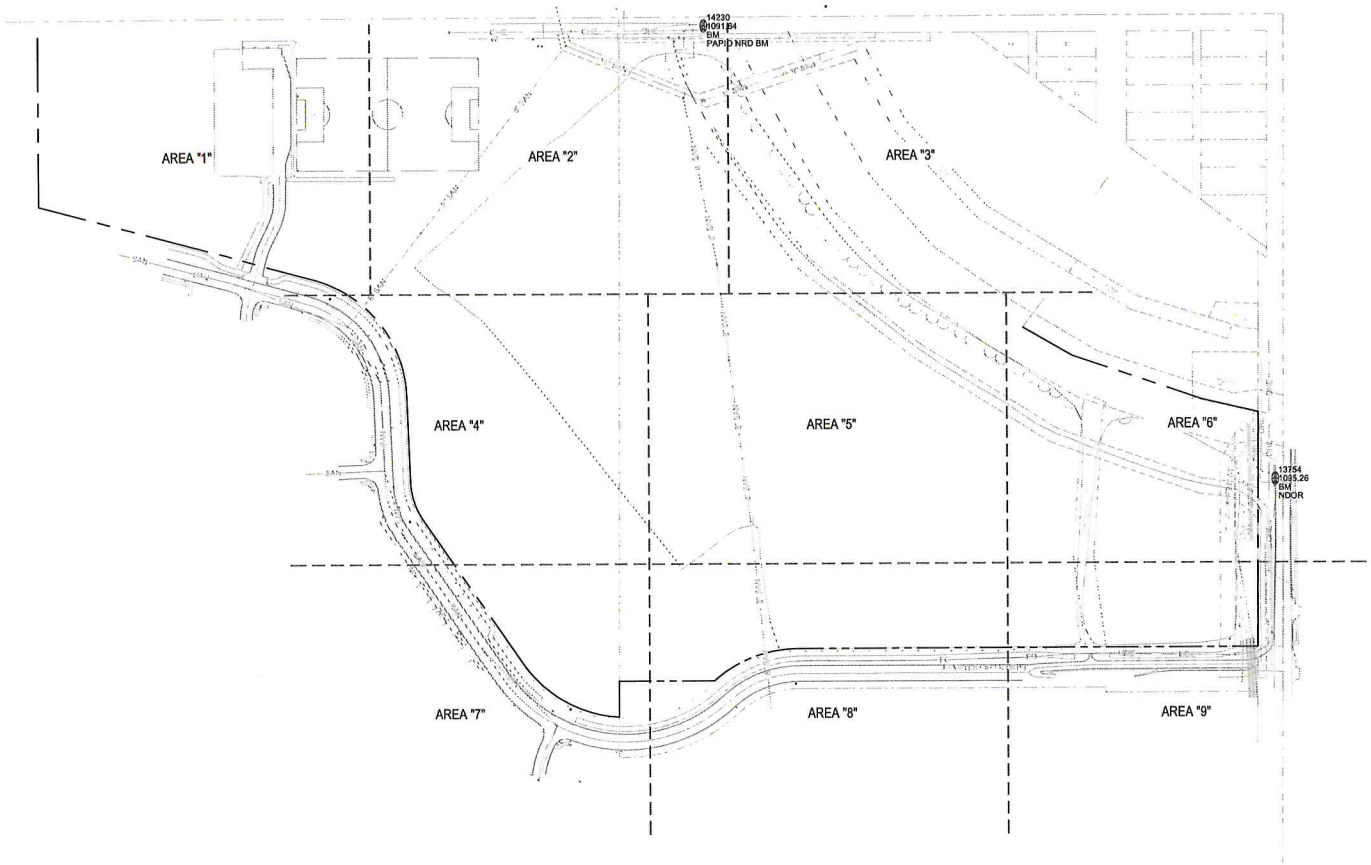
US SURVEY FEET (sFT

COVER

G000

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS
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9. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT FROM DAMAGE ANY EXISTING UTILITY LINES, STRUCTURES AND STREET IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE. ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE INSPECTOR AND THE UTILITY COMPANY/OWNER AT THE EXPENSE OF THE CONTRACTOR.
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11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A "CONSTRUCTION RECORD" SET OF DRAWINGS SHOWING TIES AND DEPTHS OF OF STUBOUTS, BENDS, AND FITTINGS.
12. MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR ADDITIONAL INFORMATION.



EXISTING LEGEND

- PROPERTY LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FENCE
- SANITARY SEWER
- WATER
- STORM SEWER
- BENCHMARK
- MONUMENT FOUND (PROPERTY)
- CURB INLET
- GRATE INLET
- CATCH BASIN
- STORM SEWER MANHOLE
- CLEANOUT
- SEPTIC TANK
- SANITARY MANHOLE
- GUY WIRE ANCHOR
- ELECTRICAL HIGHLINE TOWER
- POWER POLE (EXISTING)
- POWER (ELEC) PEDESTAL
- POWER (ELEC) PULL BOX OR MANHOLE
- POWER (ELEC) METER
- LIGHT POLE
- TELEVISION PEDESTAL
- TELEVISION MANHOLE
- WATER MANHOLE
- WATER VALVE
- WATER SHUT OFF OR CURB STOP
- WELL
- WATER METER
- WATER METER PIT
- YARD HYDRANT
- FIRE HYDRANT
- GAS METER
- GAS MANHOLE
- GAS FILL PIPE
- GAS PUMP
- GAS VALVE
- FIBER OPTICS PULL BOX
- TELEPHONE POLE
- TELEPHONE PULL BOX OR MANHOLE
- TELEPHONE PEDESTAL
- MANHOLE (NON-SPECIFIC)
- VALVE (NON-SPECIFIC)
- SIGN
- FLAG POLE
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- MARSH/WETLAND
- TREE MASS LINE
- TREE STUMP

EXISTING CONDITIONS OVERALL LAYOUT

0 50 100 200

JEO CONSULTING GRO
1937 N CHESTNUT ST
WAHOO, NE 68066
800.723.8597 | jeo.com

ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: CA-0089

PRELIMINARY
NOT FOR CONSTRUCTION
60%
DATE:
11/14/2025

[Date]
[Printed Name - Discipline]
[License Number]

ISSUE

MARK	DATE	DESCRIPTI
01	X/XX/2025	30% QA/C
02	11/14/2025	60% QA/C

2025
Neumeyer Park Soccer Com
Bennington, NE

City of Bennington, NE
N 156th St & Kempten Crk Dr

JEO Project No.: 231502.0
Drawn by: SG
QAQC: ES

US SURVEY FEET (sF

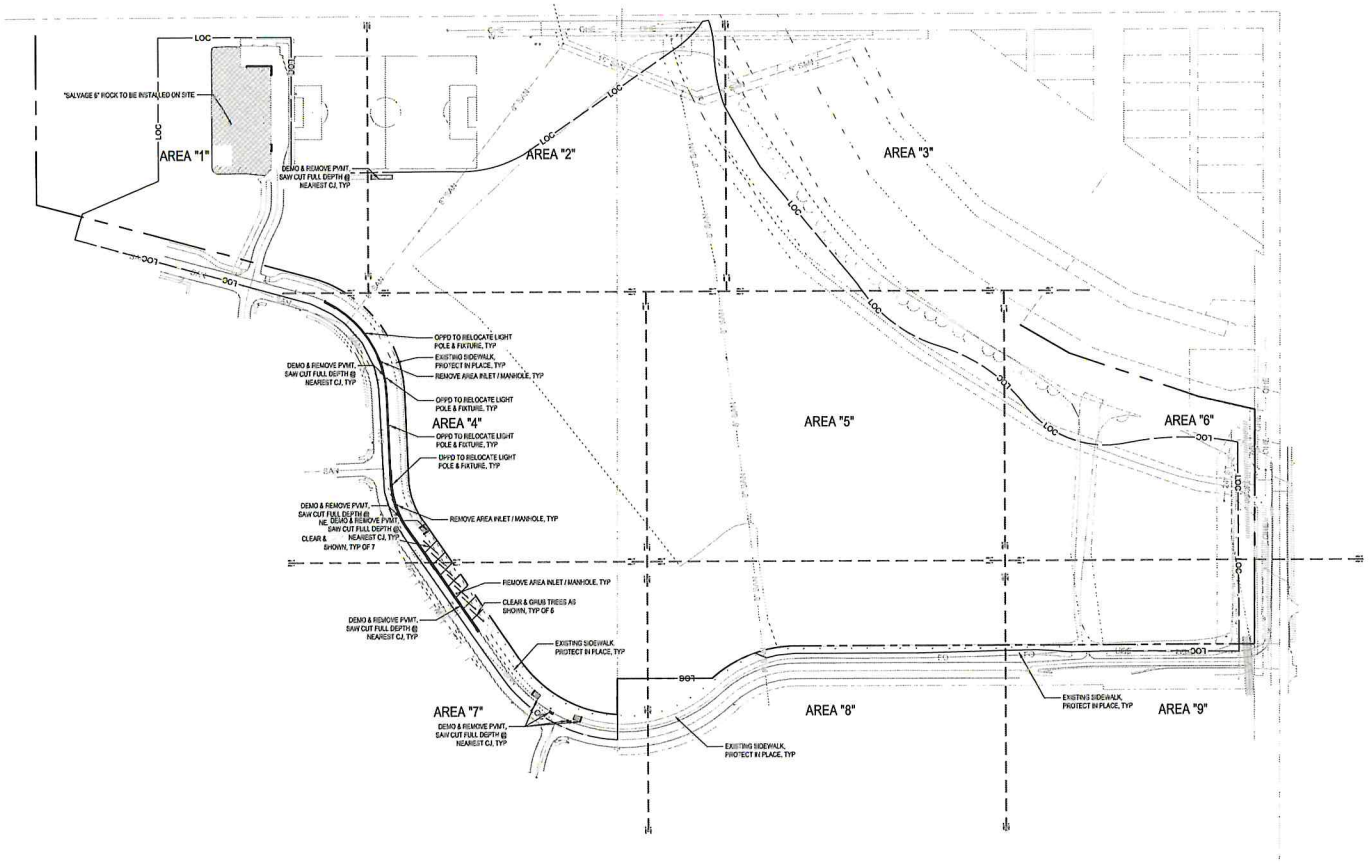
EXISTING CONDITIONS

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GENERAL NOTES:

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REMOVALS LEGEND

- CONCRETE PVMT REMOVAL
- GRAVEL PVMT REMOVAL
- UTILITY REMOVAL
- FENCE / WALL REMOVAL
- TREE REMOVAL
- SAW CUT PVMT FULL DEPTH

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ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: CA-0069

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60%
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[Date]
[Printed Name - Discipline]
[License Number]

ISSUE

MARK	DATE	DESCRIPTI
01	07/31/2025	30% QA/Q
02	11/18/2025	60% QA/Q

2025
Neumeyer Park Soccer Com
Bennington, NE

City of Bennington, NE
N 156th St & Kempten Crk Dr

JEO Project No.:	231502.03
Drawn by:	SG
QAQC:	ES

US SURVEY FEET (sFT

SITE REMOVALS PLAN

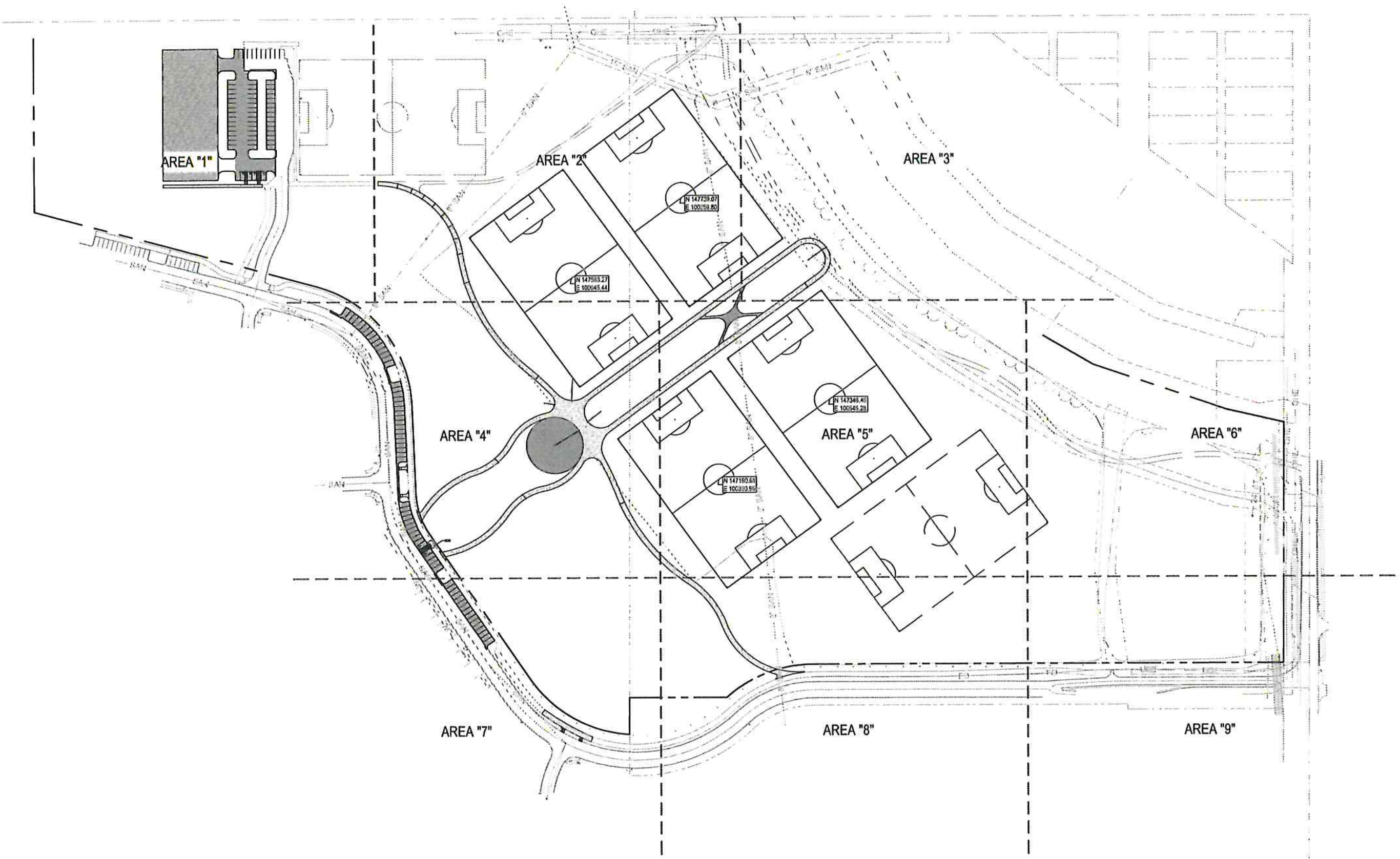
C100

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REFERENCE NOTES SCHEDULE



SITE LAYOUT PLAN - OVERALL LAYOUT

JEO CONSULTING GRO
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2025
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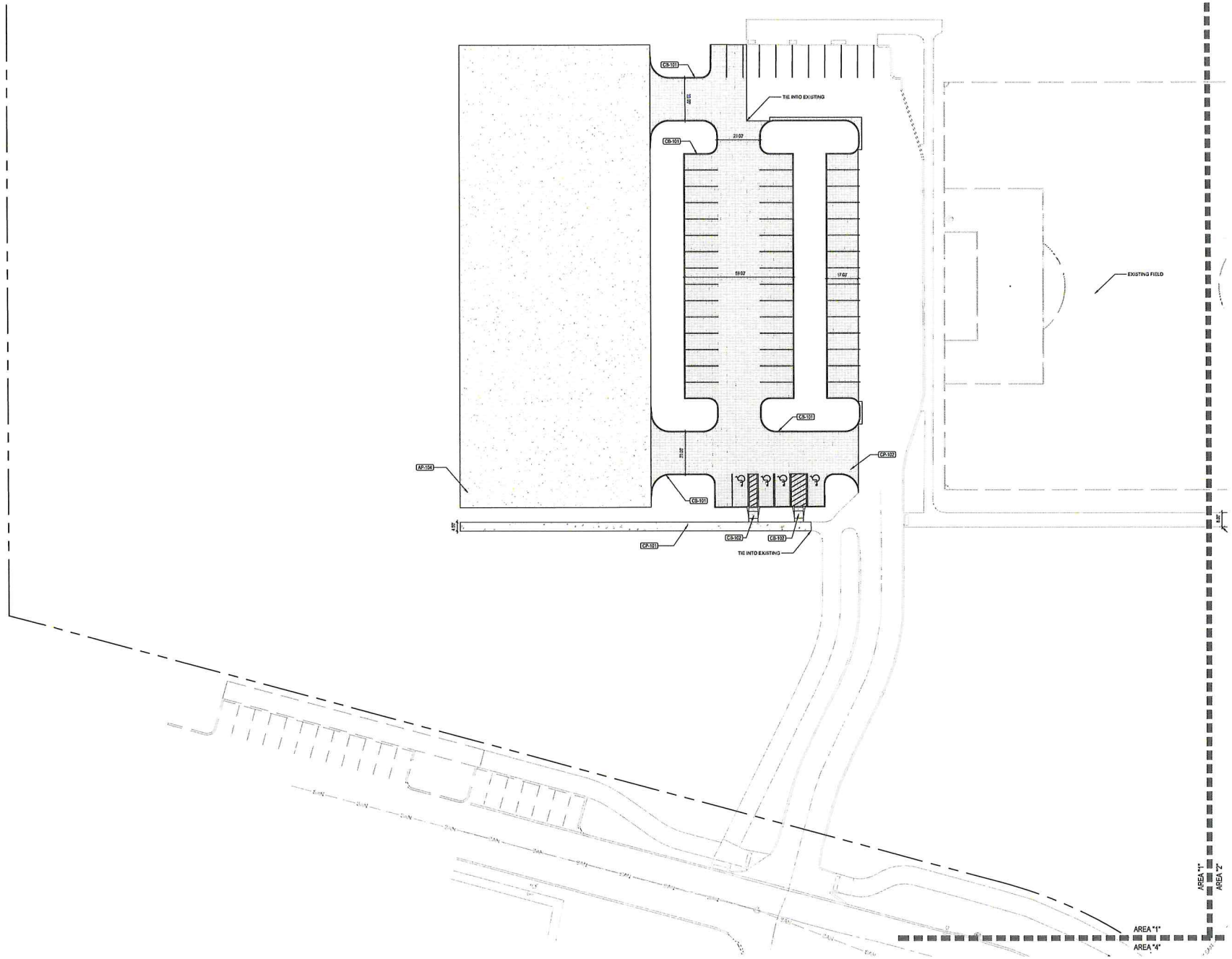
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C200



SITE LAYOUT PLAN - AREA "1"

0 15 30 60

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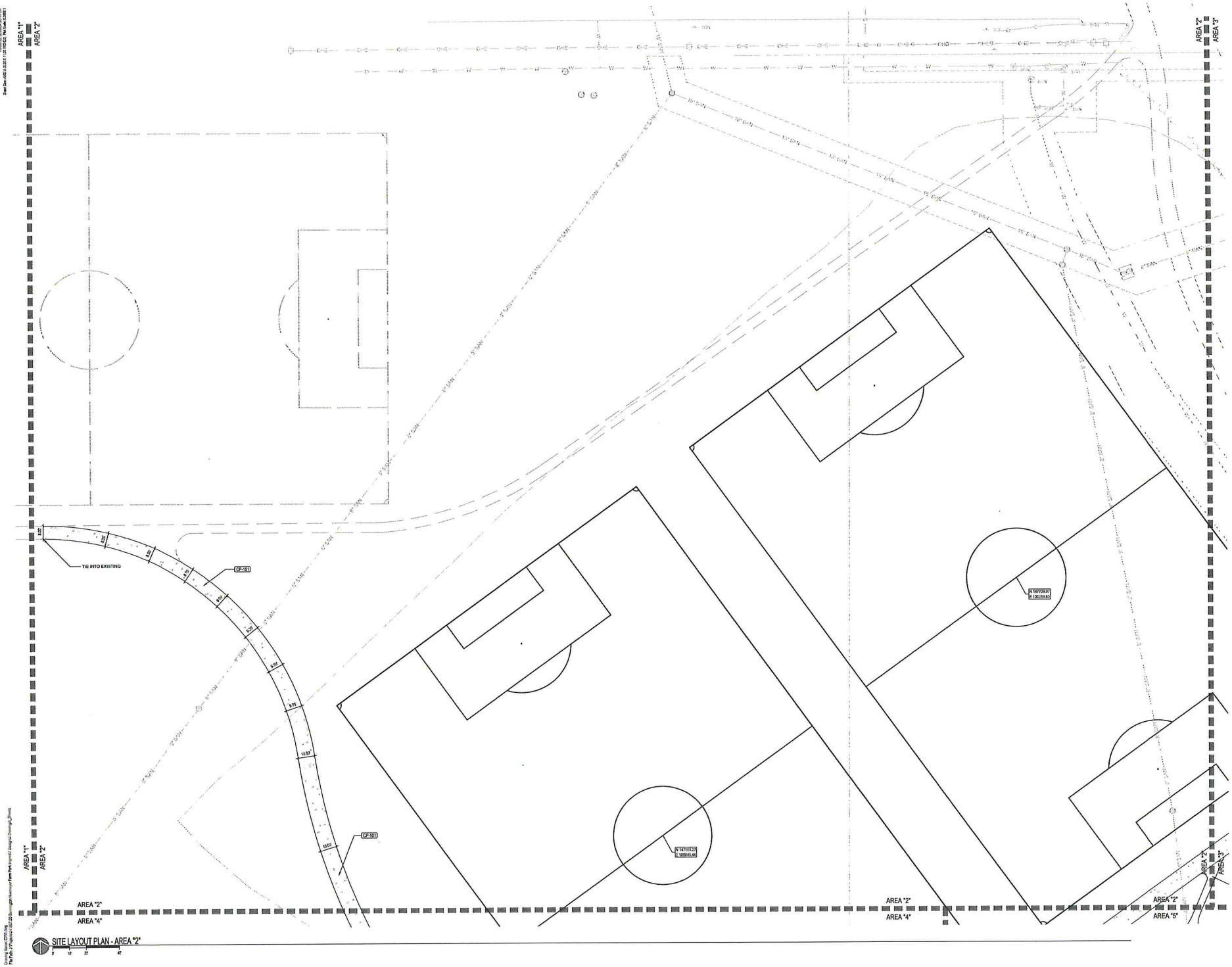
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C201



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Bennington, NE

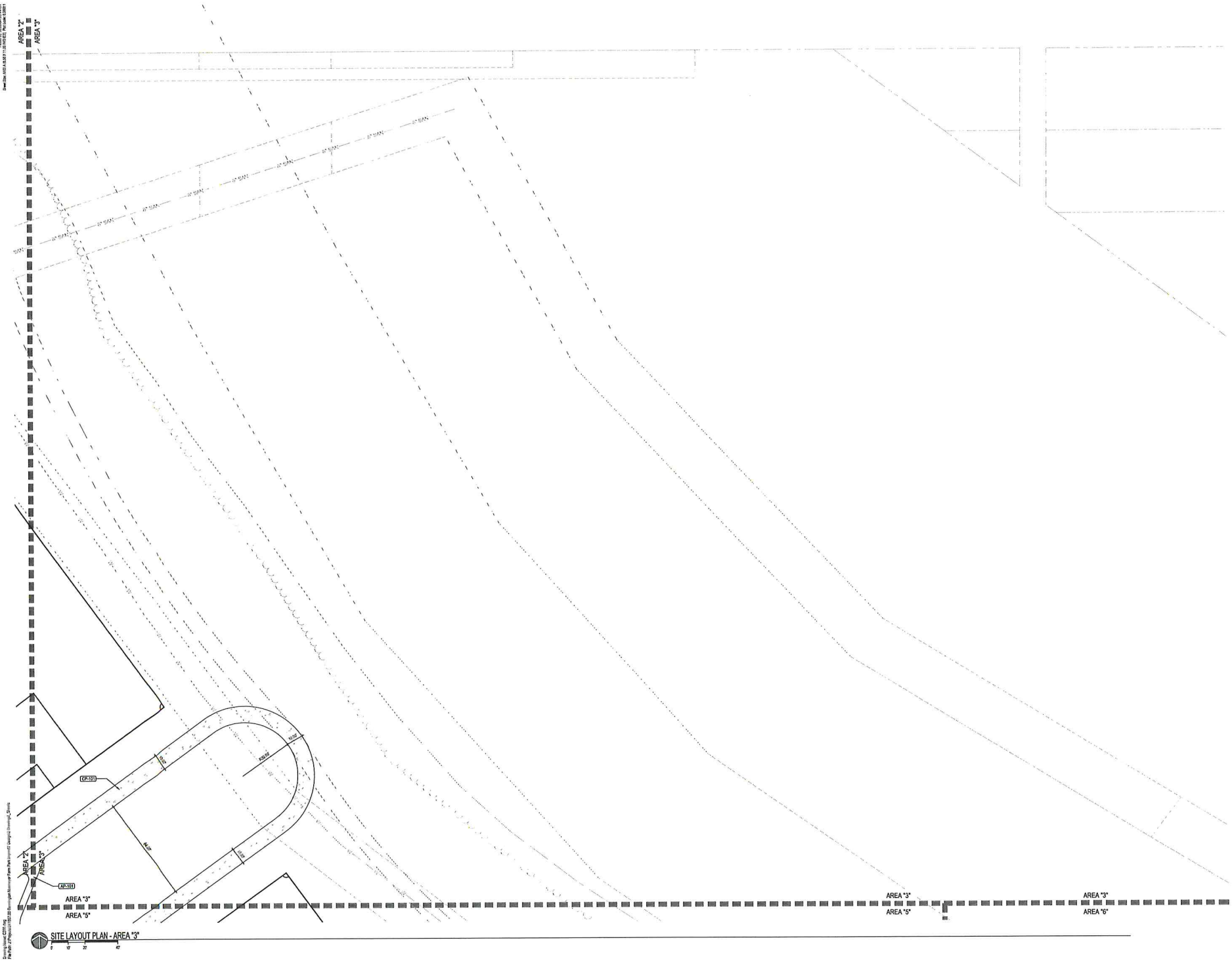
City of Bennington, NE
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C202



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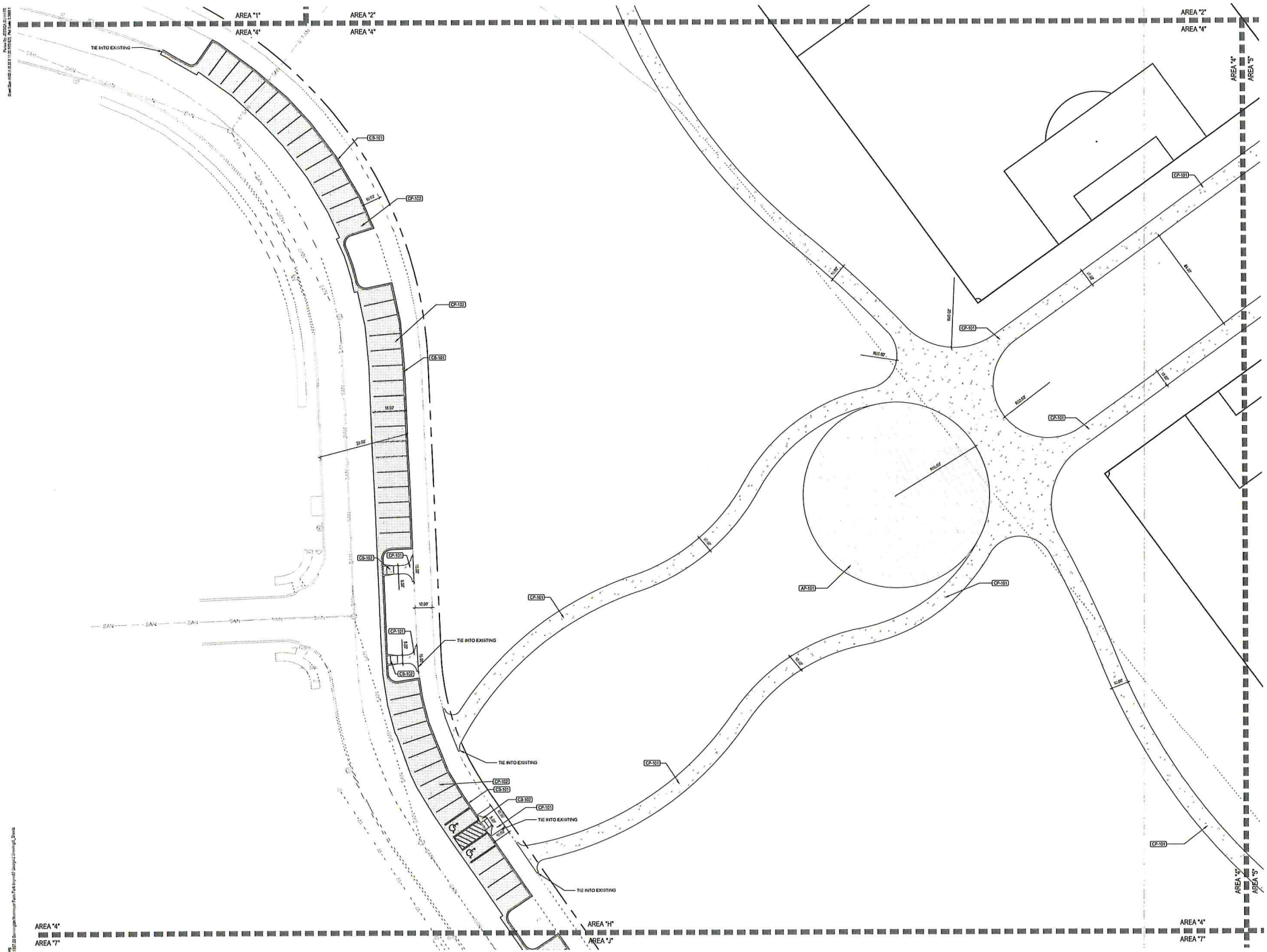
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SITE LAYOUT PLAN

C203



SITE LAYOUT PLAN - AREA "4"

0 11 22 44

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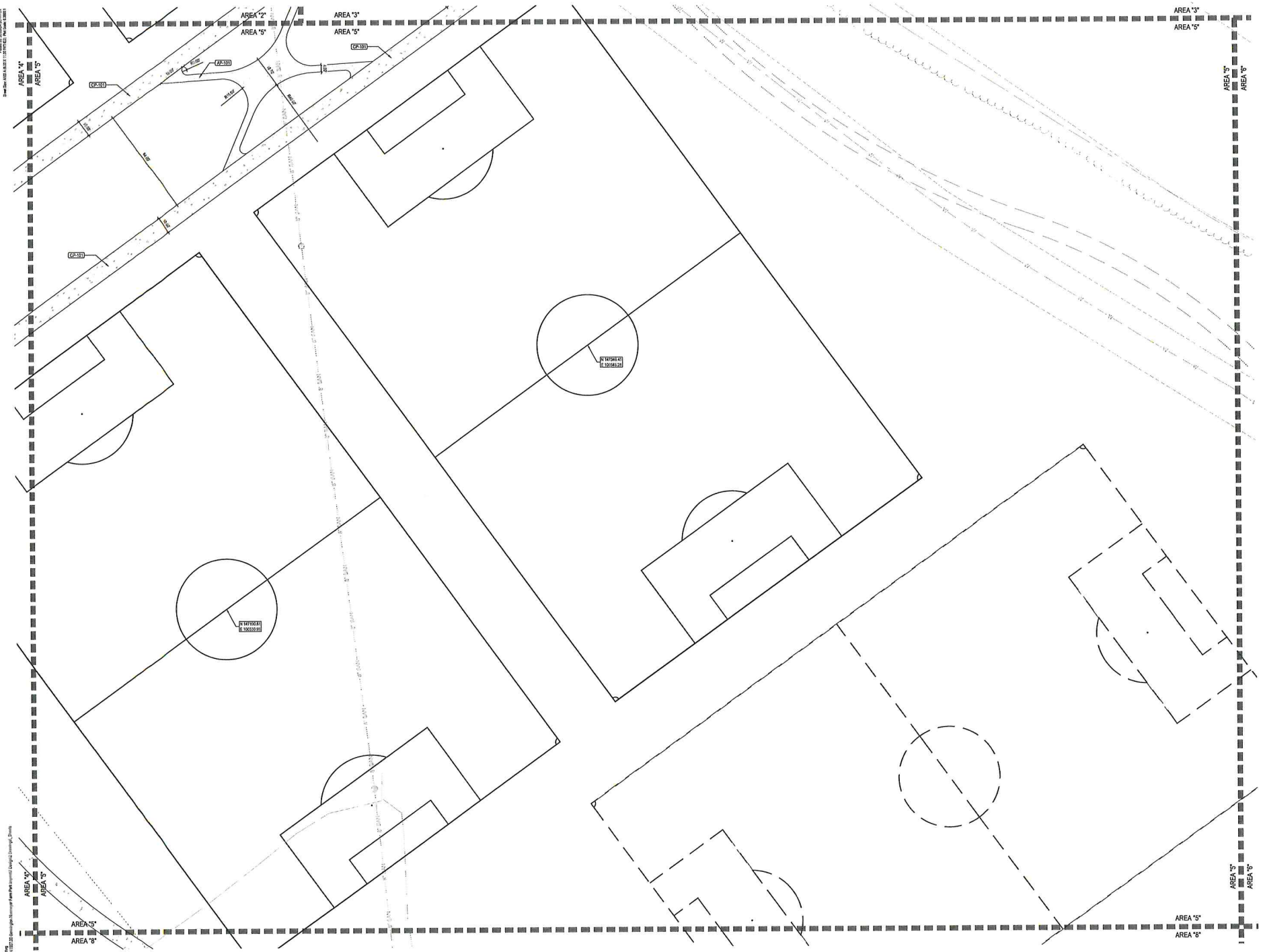
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C204



SITE LAYOUT PLAN - AREA "5"

0' 42' 21' 42'

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City of Bennington, NE
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C205



SITE LAYOUT PLAN - AREA "6"

0 15 22 45

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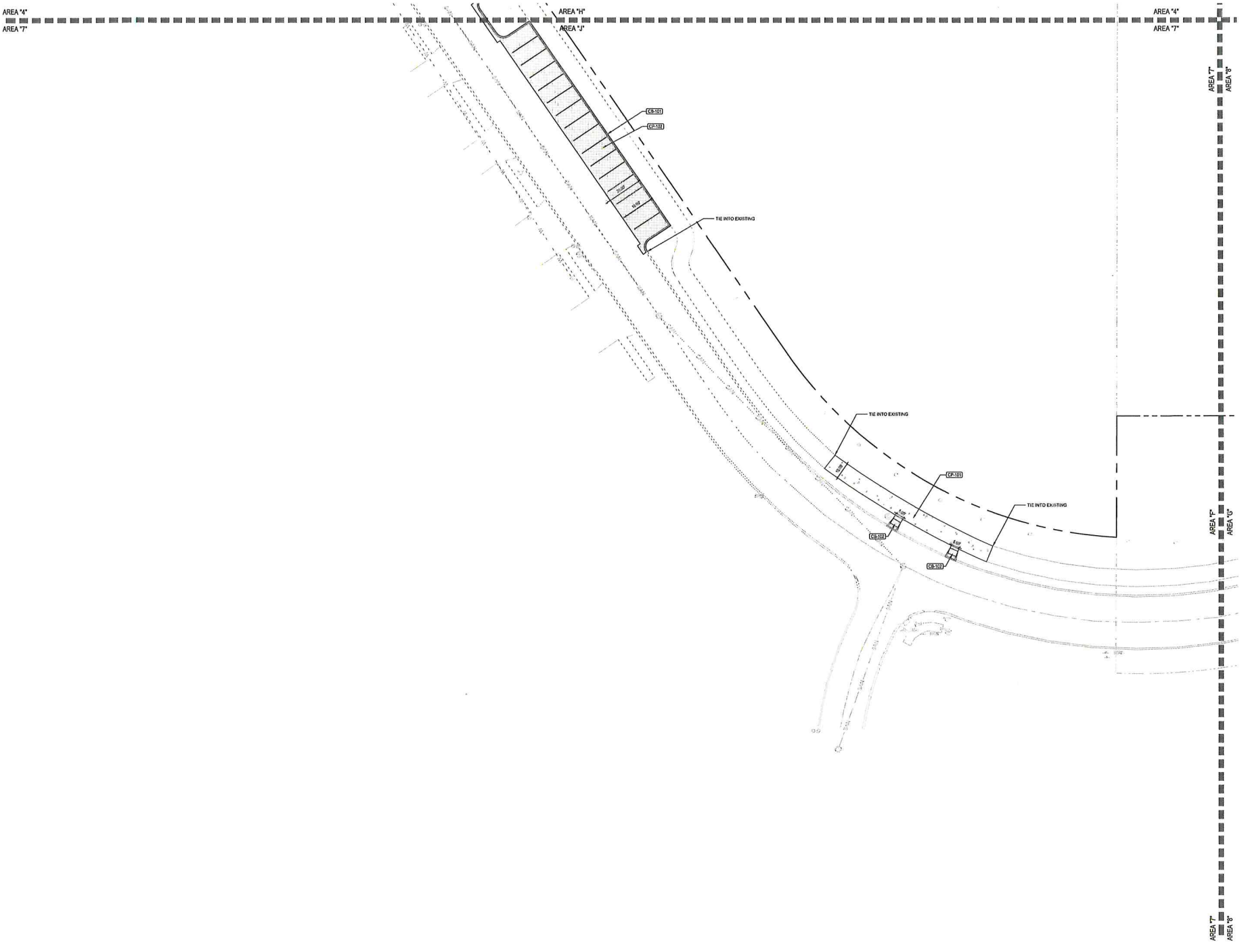
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C206



SITE LAYOUT PLAN - AREA "7"

0 10 20 40

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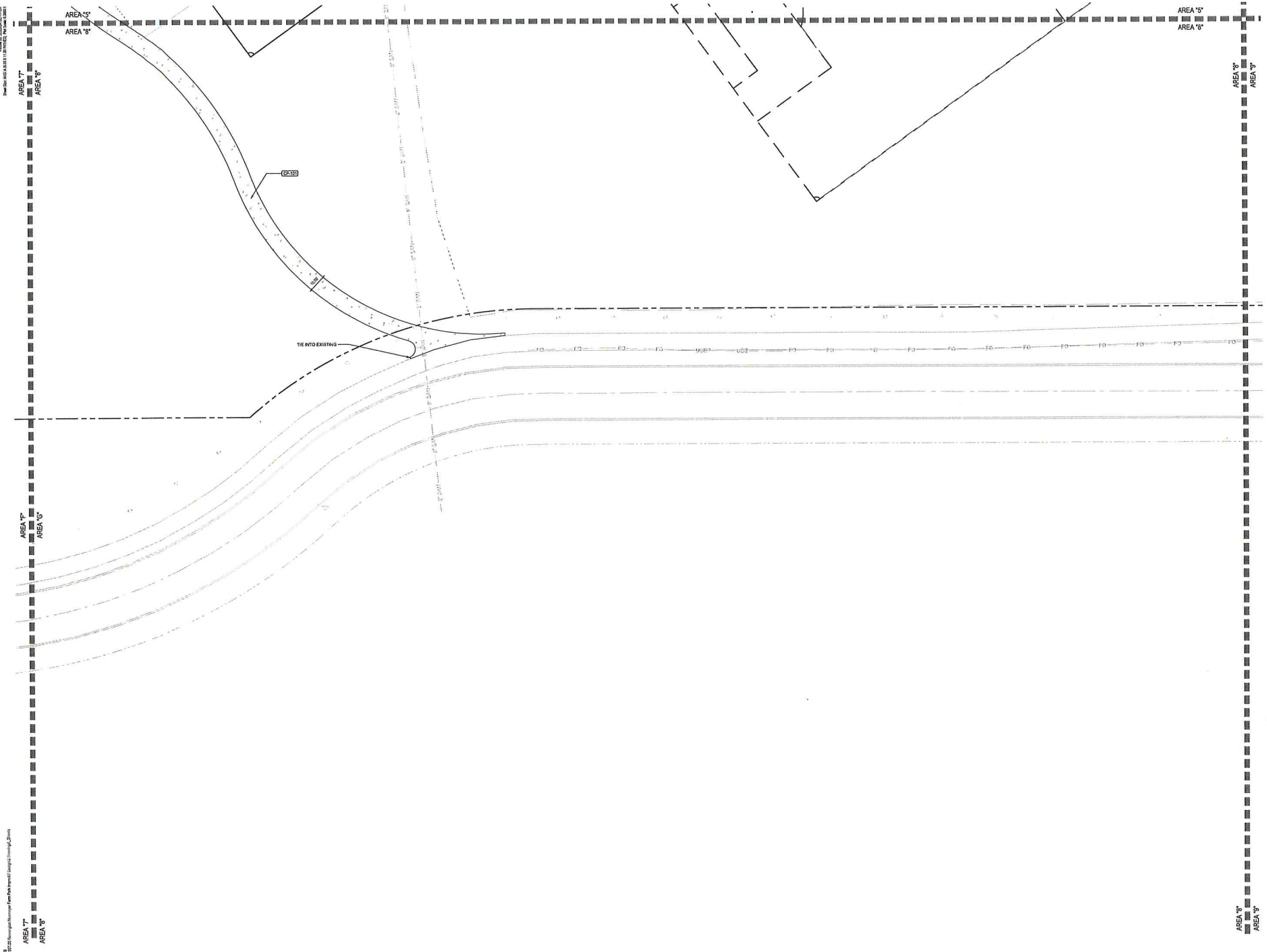
City of Bennington, NE
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US SURVEY FEET (sFT)

SITE LAYOUT PLAN

C207



SITE LAYOUT PLAN - AREA "8"

0 15 30 45

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t:00.723.8507 | jeo.com

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Bennington, NE

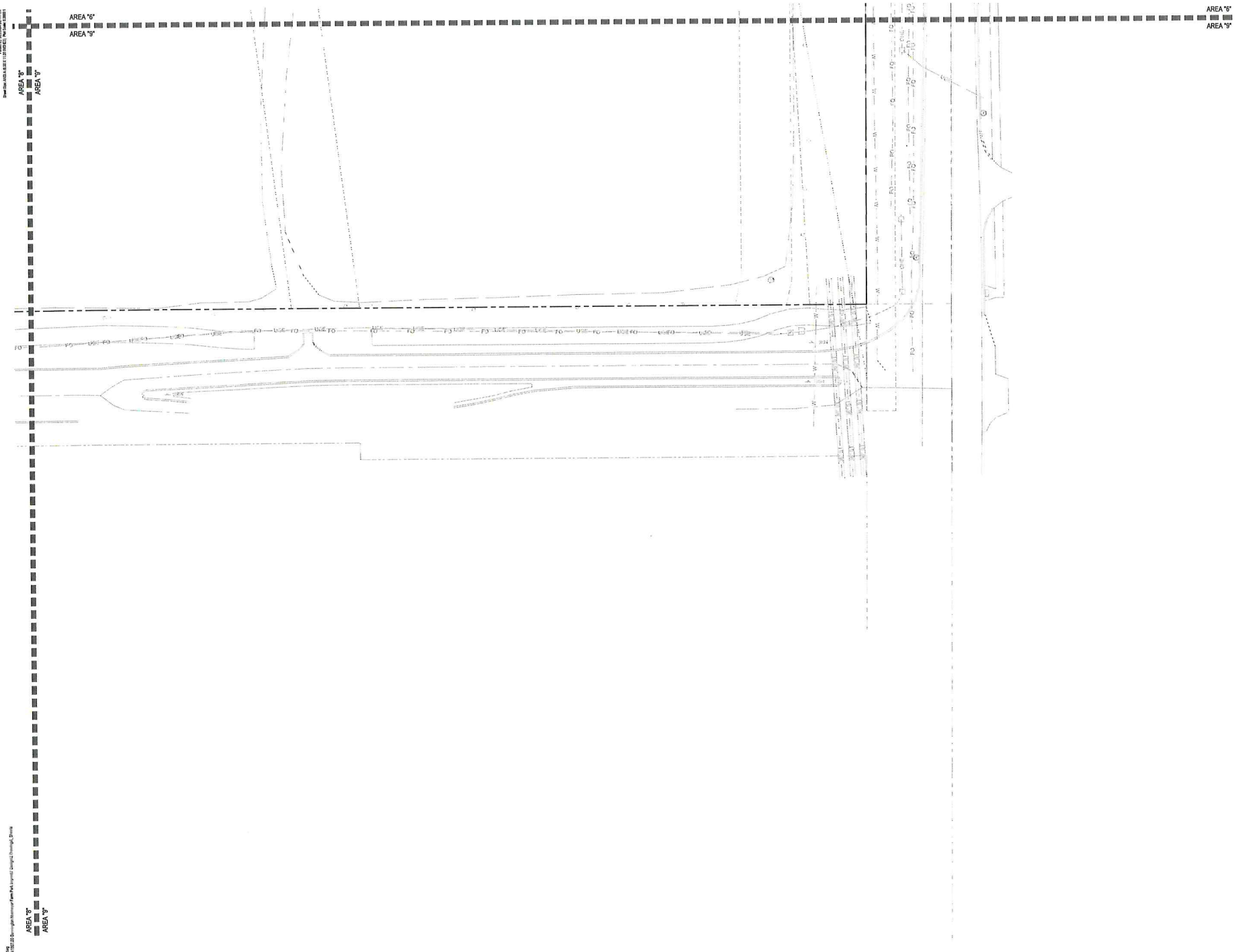
City of Bennington, NE
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

C208



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Bennington, NE

City of Bennington, NE
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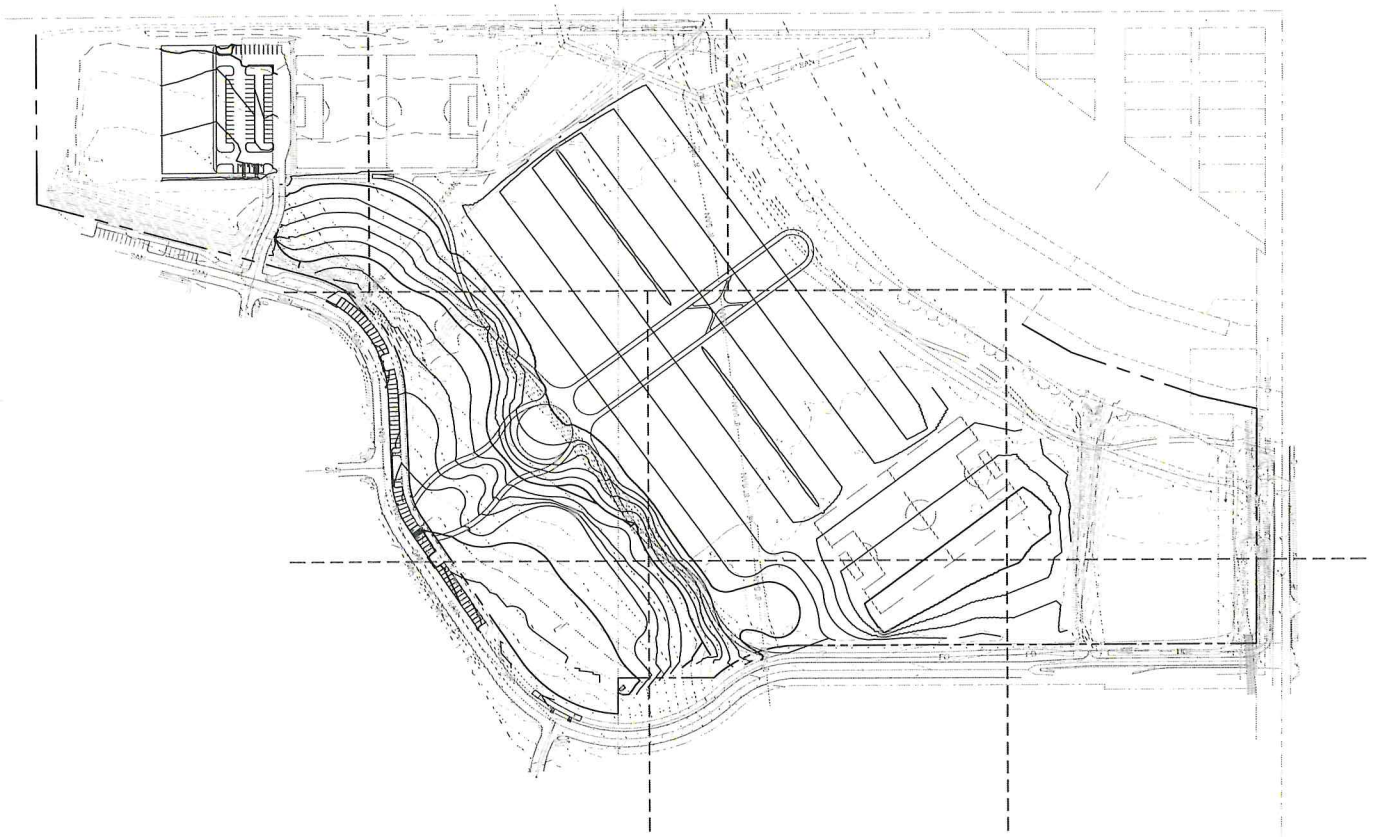
JEO Project No.:	231502.03
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US SURVEY FEET (sFT

SITE LAYOUT PLAN

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EXISTING LEGEND

- PROPERTY LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FENCE
- SANITARY SEWER
- WATER
- STORM SEWER
- BENCHMARK
- MONUMENT FOUND (PROPERTY)
- CURB INLET
- GRATE INLET
- CATCH BASIN
- STORM SEWER MANHOLE
- CLEANOUT
- SEPTIC TANK
- SANITARY MANHOLE
- GUY WIRE ANCHOR
- ELECTRICAL HIGHLINE TOWER
- POWER POLE (EXISTING)
- POWER (ELEC) PEDESTAL
- POWER (ELEC) PULL BOX OR MANHOLE
- POWER (ELEC) METER
- LIGHT POLE
- TELEVISION PEDESTAL
- TELEVISION MANHOLE
- WATER MANHOLE
- WATER VALVE
- WATER SHUT OFF OR CURB STOP
- WELL
- WATER METER
- WATER METER PIT
- YARD HYDRANT
- FIRE HYDRANT
- GAS METER
- GAS MANHOLE
- GAS FILL PIPE
- GAS PUMP
- GAS VALVE
- FIBER OPTICS PULL BOX
- TELEPHONE POLE
- TELEPHONE PULL BOX OR MANHOLE
- TELEPHONE PEDESTAL
- MANHOLE (NON-SPECIFIC)
- VALVE (NON-SPECIFIC)
- SIGN
- FLAG POLE
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- MARSH/WETLAND
- TREE MASS LINE
- TREE STUMP

OVERALL SITE GRADING PLAN

0' 10' 20' 40'

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SITE GRADING PLAN

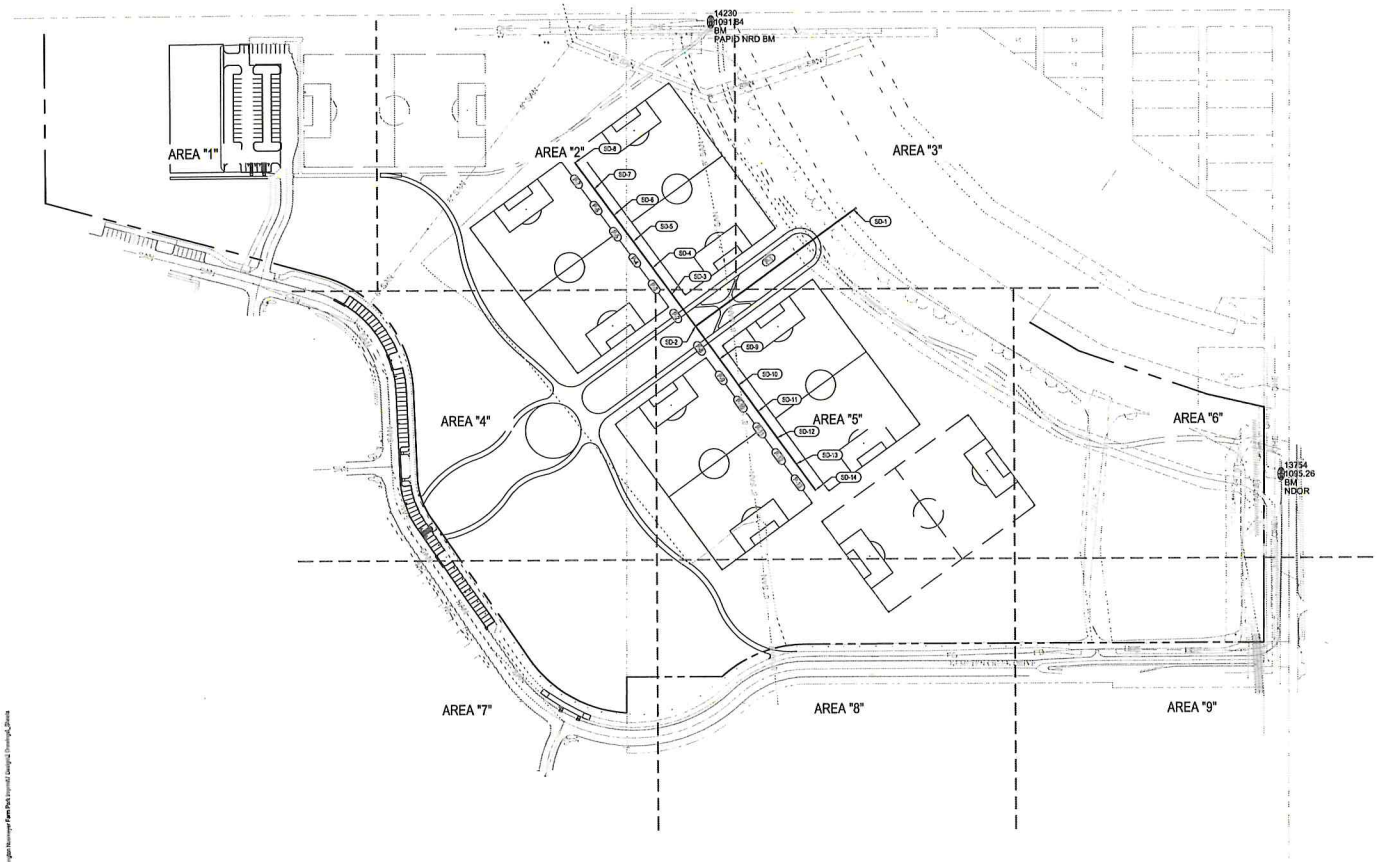
C300

Storm Structure Table			
Structure Name	Rim Elev.	Inverts	Desc.
SD-1	RIM = 1077.90	P-1 INV. IN1076.62	Concrete Flared End Section
SD-2	RIM = 1076.25	P-2 INV. IN1079.84 P-8 INV. IN1078.59 P-1 INV. OUT:1078.50	Nyloplast Catch Basin with 18" Grated Top
SD-3	RIM = 1085.10	P-3 INV. IN1091.37 P-2 INV. OUT:1081.37	Nyloplast Catch Basin with 18" Grated Top
SD-4	RIM = 1085.10	P-4 INV. IN1081.70 P-3 INV. OUT:1081.70	Nyloplast Catch Basin with 18" Grated Top
SD-5	RIM = 1085.10	P-5 INV. IN1082.02 P-4 INV. OUT:1082.02	Nyloplast Catch Basin with 18" Grated Top
SD-6	RIM = 1085.10	P-6 INV. IN1082.35 P-5 INV. OUT:1082.35	Nyloplast Catch Basin with 18" Grated Top
SD-7	RIM = 1085.10	P-7 INV. IN1082.68 P-6 INV. OUT:1082.68	Nyloplast Catch Basin with 18" Grated Top
SD-8	RIM = 1085.10	P-7 INV. OUT:1083.00	Nyloplast Catch Basin with 18" Grated Top
SD-9	RIM = 1085.10	P-8 INV. IN1078.59 P-8 INV. OUT:1078.59	Nyloplast Catch Basin with 18" Grated Top
SD-10	RIM = 1085.10	P-10 INV. IN1079.31 P-9 INV. OUT:1079.31	Nyloplast Catch Basin with 18" Grated Top
SD-11	RIM = 1085.10	P-11 INV. IN1080.89 P-10 INV. OUT:1079.64	Nyloplast Catch Basin with 18" Grated Top
SD-12	RIM = 1085.10	P-12 INV. IN1081.35 P-11 INV. OUT:1082.25	Nyloplast Catch Basin with 18" Grated Top
SD-13	RIM = 1085.10	P-13 INV. IN1082.68 P-12 INV. OUT:1082.68	Nyloplast Catch Basin with 18" Grated Top
SD-14	RIM = 1085.10	P-13 INV. OUT:1083.00	Nyloplast Catch Basin with 18" Grated Top

Storm Sewer Pipe Table					
Pipe Name	Structure to Structure	Size	Length	Slope	Desc.
P-1	SD-2 to SD-1	15"	310'	0.50%	HDPE Pipe
P-2	SD-3 to SD-2	15"	87'	1.51%	HDPE Pipe
P-3	SD-4 to SD-3	15"	60'	0.50%	HDPE Pipe
P-4	SD-5 to SD-4	15"	60'	0.50%	HDPE Pipe
P-5	SD-6 to SD-5	15"	60'	0.50%	HDPE Pipe
P-6	SD-7 to SD-6	15"	60'	0.50%	HDPE Pipe
P-7	SD-8 to SD-7	15"	60'	0.50%	HDPE Pipe
P-8	SD-9 to SD-2	15"	81'	0.50%	HDPE Pipe
P-9	SD-10 to SD-9	15"	60'	0.50%	HDPE Pipe
P-10	SD-11 to SD-10	15"	60'	0.50%	HDPE Pipe
P-11	SD-12 to SD-11	15"	60'	2.25%	HDPE Pipe
P-12	SD-13 to SD-12	15"	60'	0.50%	HDPE Pipe
P-13	SD-14 to SD-13	15"	60'	0.50%	HDPE Pipe

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10. CONTRACTOR SHALL ADJUST ALL NEW AND EXISTING INLET'S, VALVE BOXES, MANHOLE RIMS, AND SEWER CLEAN OUTS, ETC. TO FINISH GRADE AS APPLICABLE WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. COST SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A "CONSTRUCTION RECORD" SET OF DRAWINGS SHOWING TIES AND DEPTHS OF OF STUB-OUTS, BENDS, AND FITTINGS.
12. MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ELEMENTS SHOWN ON THE CIVIL PLANS ARE FOR INFORMATION ONLY. REFER TO THE APPROPRIATE DISCIPLINE DRAWINGS FOR ADDITIONAL INFORMATION.



OVERALL SITE UTILITIES PLAN

0 50' 100' 200'

EXISTING LEGEND

- PROPERTY LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FENCE
- SANITARY SEWER
- WATER
- STORM SEWER
- BENCHMARK
- MONUMENT FOUND (PROPERTY)
- CURB INLET
- GRATE INLET
- CATCH BASIN
- STORM SEWER MANHOLE
- CLEANOUT
- SEPTIC TANK
- SANITARY MANHOLE
- GUY WIRE ANCHOR
- ELECTRICAL HIGHLINE TOWER
- POWER POLE (EXISTING)
- POWER (ELEC) PEDESTAL
- POWER (ELEC) PULL BOX OR MANHOLE
- POWER (ELEC) METER
- LIGHT POLE
- TELEVISION PEDESTAL
- TELEVISION MANHOLE
- WATER MANHOLE
- WATER VALVE
- WATER SHUT OFF OR CURB STOP
- WELL
- WATER METER
- WATER METER PIT
- YARD HYDRANT
- FIRE HYDRANT
- GAS METER
- GAS MANHOLE
- GAS FILL PIPE
- GAS PUMP
- GAS VALVE
- FIBER OPTICS PULL BOX
- TELEPHONE POLE
- TELEPHONE PULL BOX OR MANHOLE
- TELEPHONE PEDESTAL
- MANHOLE (NON-SPECIFIC)
- VALVE (NON-SPECIFIC)
- SIGN
- FLAG POLE
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- MARSH/WETLAND
- TREE MASS LINE
- TREE STUMP

JEO CONSULTING GRO

1937 N CHESTNUT ST
WAHOO, NE 68066
800.723.8597 | jeo.com

ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: CA-0069

PRELIMINARY NOT FOR CONSTRUCTION 60% DATE: 11/14/2025

[Date]
[Printed Name - Discipline]
[License Number]

ISSUE

MARK	DATE	DESCRIPTIO
01	X/XX/2025	30% QA/QC
02	11/14/2025	60% QA/QC

2025
Neumeyer Park Soccer Comp
Bennington, NE

City of Bennington, NE
N 156th St & Kempten Crk Dr

JEO Project No.: 231502.03
Drawn by: SG
QA/QC: ES

US SURVEY FEET (sFT

SITE UTILITIES PLAN

C500

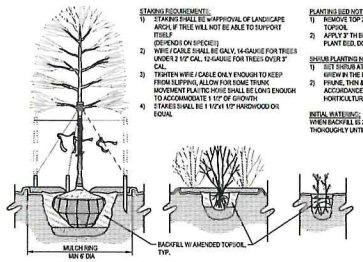
TREE PLANTING NOTES:
1) DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN
2) MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE
3) SET TOP OF ROOT BALL 1-2 INCHES HIGHER THAN SURROUNDING GRADE
4) APPLY 3"TH. WOOD MULCH, DO NOT PLACE MULCH IN DIRECT CONTACT w/ TREE TRUNK
5) APPLY TREE WRAP TO TRUNK FROM THE BTM UPWARD, SECURE w/ TAPE
6) EACH TREE MUST BE PLANTED SUCH THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL w/ SOIL
7) REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE ROOT BALL AND REMOVE WIRE BASKETS.
8) PLACE ALL ROOT BALLS ON UNEXCAVATED OR TAMPED SOIL, TYP.

STAKING REQUIREMENTS:
1) STAKING SHALL BE W/APPROVAL OF LANDSCAPE ARCH, IF TREE WILL NOT BE ABLE TO SUPPORT ITSELF (DEPENDS ON SPECIES)
2) WIRE / CABLE SHALL BE GALV. 14-GAUGE FOR TREES UNDER 2 1/2" CAL. 12-GAUGE FOR TREES OVER 3" CAL.
3) TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING, ALLOW FOR SOME TRUNK MOVEMENT. PLASTIC HOSE SHALL BE USED ENOUGH TO ACCOMMODATE 1 1/2" OF GROWTH
4) STAKES SHALL BE 1 1/2"x1 1/2" HARDWOOD OR EQUAL

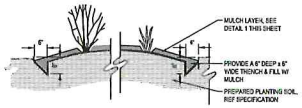
PLANTING BED NOTES:
1) REMOVE TOP 24" OF SOIL & REPLACE W/ 24" TOPSOIL
2) APPLY 3" TH BED OF MULCH ON PERENNIAL PLANT BED, DO NOT COVER PLANTS

SHRUB PLANTING NOTES:
1) SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER
2) PRUNE, THIN & SHAPE SHRUBS IN ACCORDANCE W/ STANDARD HORTICULTURAL PRACTICE

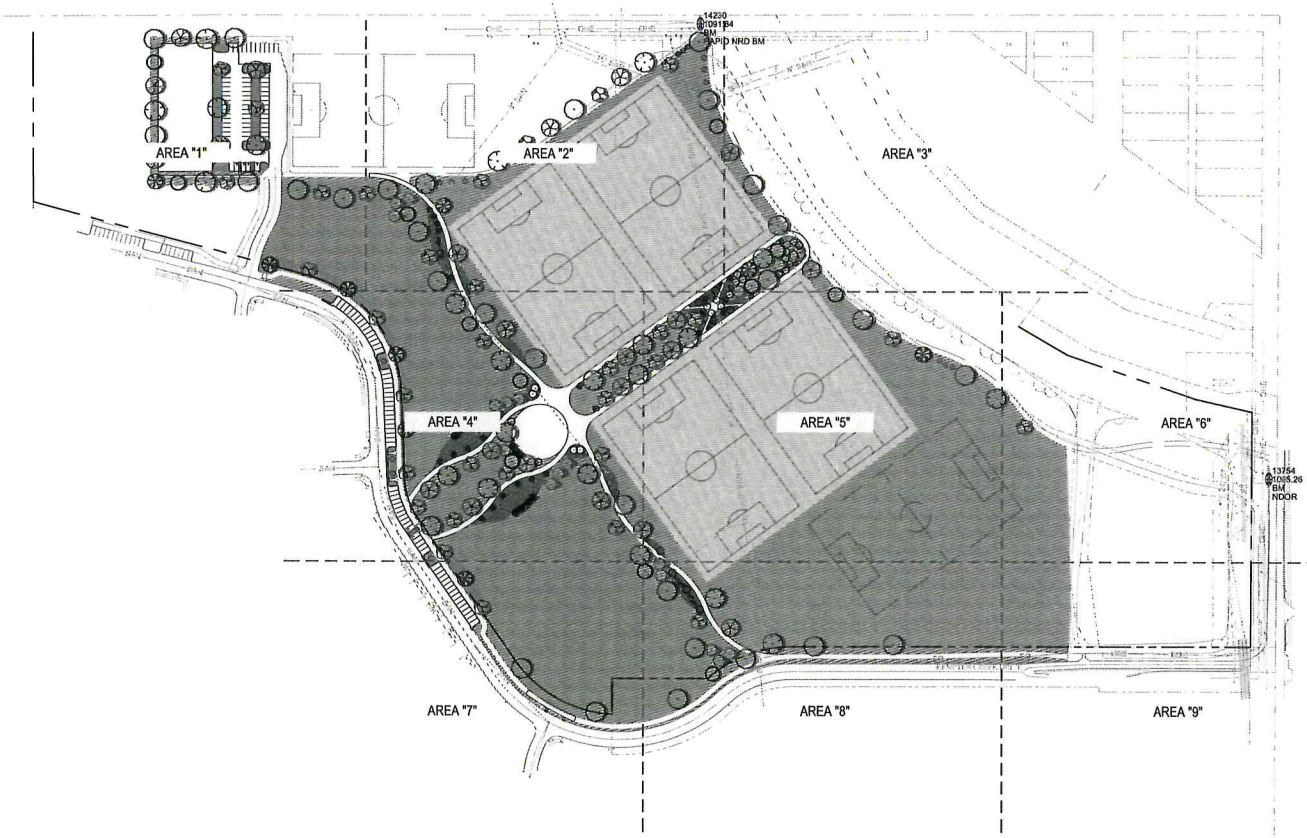
INITIAL WATERING:
WHEN BACKFILL IS 2/3 COMPLETE, WATER THOROUGHLY UNTIL NO MORE IS ABSORBED



1 TREE INSTALLATION
NTS



2 CULTIVATED MULCH EDGE
NTS



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY	DETAIL	REMARKS
TREES						
	AA	ABIES CONCOLOR - WHITE FIR	--	17		
	CS	CATALPA SPECIOSA - NORTHERN CATALPA	--	22		
	GT	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	--	33		
	GU	GYMNOCLADUS DIOICUS 'ESPRESSO' - KENTUCKY COFFEETREE	--	8		
	LT	LIRIODENDRON TULIPIFERA - TULIP POPLAR	--	26		
	PM2	PINUS MONTICOLA - WESTERN PINE	--	12		
	PP2	POPULUS TREMULOIDES 'PMTF' PMAN - GOLDEN QUAKING ASPEN	--	13		
	QM	QUERCUS MACROCARPA - BUR OAK	--	26		
	TC2	TILIA CORDATA 'GLT' - NORTHSTAR LITTLELEAF LINDEN	--	11		
SHRUBS						
	AC	AMELANCHIER ALNIFOLIA 'SUTW' - SUTTER	--	42		
	CA	CEANOTHUS AMERICANUS - NEW JERSEY TEA	--	36		
	CM	CORNUS MAS - CORNELIAN CHERRY	--	29		
	VC	VIBURNUM CARLESII 'AROMATICUM' - KOREAN	--	18		

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	DETAIL	REMARKS
SEEDING / SODDING							
		MOWED TURF GRASS SOD			412,961 SF		TOPSOIL 4" MINIMUM IRRIGATION PROVIDED
		MOWED TURF GRASS SEED			734,870 SF		TOPSOIL 4" MINIMUM IRRIGATION UNPROVIDED
		NO MIX PLANTING			29,748 SF		
	AG	ALLIUM CERNUUM - FRAGRANT ONION	--		36,487 SF		
	AT	ASCLEPIAS TUBEROSA - BUTTERFLY MILKWEED	--		36,946 SF		
	BF	BALLOTA PSEUDODICTAMNUS - DORNE	--		33,948 SF		
	PS	PULSATILLA PATENS SUBSP. MULTIFIDA - PRAIRIE PASQUEFLOWER	--		31,245 SF		
	PO	PYCNANTHEMUM TENUIFOLIUM - NARROWLEAF MOUNTAIN MINT	--		35,037 SF		
	RF	RATIBIDA PINNATA - YELLOW CONEFLOWER	--		32,948 SF		
	RM	RUDBECKIA MISSOURIENSIS - MISSOURI CONEFLOWER	--		32,948 SF		
	SJ	SENNA HEBECARPA 'LOWREY' - LOWREY WILD SENNA	--		33,948 SF		
	SP	SPOROBOLUS HETEROLEPIS - PRAIRIE DROPSEED	--		33,948 SF		
	SL	SYMPHYOTRICHUM LAEVE SUBSP. LAEVE 'BLUE BIRD' - SMOOTH BLUE ASTER	--		37,041 SF		
		NATIVE GRASS SOD			29,748 SF		
	BC	BOUTELOUA CURTIPENDULA SIDE OATS GRAMA	--		36,948 SF		
	BR	BOUTELOUA GRACILIS 'BLONDE AMBITION' - BLONDE AMBITION BLUE GRAMA	--		36,948 SF		

LANDSCAPING NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN, ANY DISCREPANCIES NOTICED IN FIELD SHALL BE RELAYED TO LANDSCAPE ARCHITECT/ OWNER PRIOR TO COMMENCEMENT OF WORK.
2. UNDERGROUND IMPROVEMENTS ARE UNKNOWN, UTILITY LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE "ONE CALL" SYSTEM BEFORE DIGGING. CALL THE UNDERGROUND HOTLINE FOR UTILITY LOCATIONS AT 1-800-331-5666.
3. CONTRACTOR SHALL WOOD MULCH ALL PLANTING BEDS. REFERENCE DETAIL 1 THIS SHEET.
4. PROVIDE A LANDSCAPE EDGE FOR ALL PLANTING BED EDGING AND WHERE BEDS ABUT PAVEMENT OR BACK OF CURB. REFERENCE DETAIL 1 THIS SHEET.
5. * INDICATES PLANT MATERIAL REQUIRED BY CODE

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN, ANY DISCREPANCIES NOTICED IN FIELD SHALL BE RELAYED TO LANDSCAPE ARCHITECT/OWNER PRIOR TO COMMENCEMENT OF WORK.
2. UNDERGROUND IMPROVEMENTS ARE UNKNOWN, UTILITY LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE "ONE CALL" SYSTEM BEFORE DIGGING. CALL THE UNDERGROUND HOTLINE FOR UTILITY LOCATIONS AT 1-800-331-5666.
3. CONTRACTOR SHALL INSTALL 3" DEPTH MULCH ON ALL PLANTING BEDS AND AREAS NOTED. REFERENCE DETAILS ON THIS SHEET.
4. PROVIDE A CULTIVATED MULCH EDGE FOR ALL PLANTING BED EDGING. REFERENCE DETAILS ON THIS SHEET.

OVERALL SITE PLANTING PLAN
0 50 100 200

JEO CONSULTING GR
1937 N CHESTNUT ST
WAHOO, NE 68066
800.723.8567 | jeo.com

ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: CA-0019

PRELIMINARY
NOT FOR CONSTRUCTION
60%
DATE:
11/14/2025
[Date]
[Printed Name - Discipline]
[License Number]

ISSUE

MARK	DATE	DESCRIPT
01	X/XX/2025	30% QA/C
02	11/14/2025	60% QA/C

2025
Neumeyer Park Soccer Com
Bennington, NE

City of Bennington, NE
N 156th St & Kempton Crk Dr

JEO Project No.: 231502.03
Drawn by: SG
QA/QC: ES

US SURVEY FEET (sFT

SITE PLANTING PLAN

L100

Item #9

Library Report

Bennington Public Library Board of Trustees Meeting
November 25, 2025
Library Report: Lisa Flaxbeard

The mission of the Bennington Public Library is to inspire lifelong learning, advance knowledge, and strengthen community. *To deliver on this promise we rely on three great resources: our staff, our collection, and our physical space.*

Library Programs and Services

See the October statistical report for detailed program attendance and circulation data.

- **Early literacy events** continue to draw higher attendance compared to last fall.
- October **Out & About** Storytimes at Cup & Cone and Nelson Farm were well attended.
- Out & About at the **Bennington Fire Station** last week attracted a large crowd with 147 attendees and was widely reported and shared on Facebook thanks to Marisa Dawson and the **Bennington Buzz**, Bennington's new nonprofit news source.
- Outreach storytimes were held at Legacy School on November 4 and 17.
- December will feature **pajama storytimes** and a special visit from our volunteer/resident beauty queen, Addysen Oreskovich.
- In library teen news, transitioning teen events to one **Teen Tuesday** per month with a hosted activity is going extremely well. Teens are staying engaged for the full hour, and we have gained several new regulars.
- The October **Teen Murder Mystery** event was a huge hit, drawing 20 participants, including many new faces.
- This year's **Teensgiving** potluck was held on a Friday evening and included a showing of *A Charlie Brown Thanksgiving*. Attendance may have been down due to the timing of the high school state football playoffs. The nine teens who attended enjoyed an abundant potluck of sweet treats.
- The all-ages **MUSH event with Sophia the sled dog** on Saturday attracted a standing room only crowd with approximately 150 community members in attendance. It was a bustling Saturday with many attendees signing up for library cards.
- The November Second Saturday Craft Circle with Third Space Omaha featured a **Craft Supplies Swap**. A wide variety of craft supplies were dropped off at the library prior to the event. Those who attended the swap were encouraged to take all supplies they had a use for. Leftovers were donated to Elle at Work in Progress arts and crafts store located in the Benson Creative District.
- Cindy Brison from UNL Douglas/Sarpy County Extension led the very popular soup-making class at the end of October. ***Soup Up Your Winter*** was attended by 19 adults, all of whom took home soup and giveaway items provided by the instructor.
- Staff ordered and gathered supplies for 200 **Take & Makes**. Volunteers have been preparing and assembling them for distribution beginning the first Saturday of December. Each Take & Make bag contains supplies for three family-friendly craft activities as well as a baggy of "magic" reindeer treats.
- Planning for **Summer Reading 2026** is already underway. We will be ordering promotional materials soon and have even booked our first presenter.

- A **November eNewsletter** went out earlier in the month. We fare well with our email Our email open rate fairs well at 71.2% . Which means out of 3,842 emails sent, 2,332 were opened.

Collection Development

After the accomplishment of migrating the Partnership Pass Program to the LibCal online reservation system, the next big push has been getting our new **Yoto audiobook collection** ready for circulation. This has been a team effort! It has involved coming up with the appropriate packaging and labeling, organizing and categorizing, creating catalog records, finding shelf space, creating displays and signage, as well as a communication effort to get the word out on the library website, social media, in library print and digital signage, and newsletter announcements. Three Yoto players kits are currently available for checkout. The kits, each for a different age category (preschool, younger elementary and older elementary), include a Yoto player, charger and a sample of 8 - 14 Yoto cards/audiobook titles. An additional 32 Yoto cards will soon be available to check out individually or in sets of 2 - 4, depending on the length of the audiobook. Our community is excited about this new collection. The Yoto player kits were checked out almost immediately after being placed on the shelf.

Since the beginning of the new fiscal year over **400 library materials** have been prepared and cataloged for circulation. These include 26 new Playaway chapter audiobooks, 55 new level readers, 12 new Wonderbook read-a-longs, and hundreds of new fiction and nonfiction titles for all ages, ranging from board books to adult nonfiction. Our collection development team headed by Heather Luth research and orders hundreds of new materials every month. The library staff is gearing up to conduct the challenging task of **weeding**, starting with the adult fiction collection that is busting at the seams.

As soon as we hear back from ByWater support with the new hold slip design for patron privacy, we will **move holds** from behind the circ desk to a location more convenient for patrons. It will also free up valuable space at the circ desk.

Please check out the Library App **Aspen LiDA**. The library staff is becoming familiar with the app to guide and inform patrons of its benefits and features.

The **Nebraska Library Commission is partnering with Amazon Business** to provide special benefits for Nebraska libraries. Our library will receive a free Prime membership, 30% - 45% discounts on new releases and preorders, free downloadable brief MARC records, and a Library Hub landing page with library collections and resources. The timing was perfect, as our Business Prime was up for $179 renewal in December.

Technology/Building Maintenance

Robert Rosenquist, our tech consultant, was able to resolve the fan errors we were getting on the public desktops. He has diagnosed the speaker issue with the AV in the conference room and has determined the fix will require a licensed Extron dealer to update the firmware and pull a new cable through the wall. He will be contacting CCS to request a quote.

The library's **outdoor lighting** above the entry door and the lights on the tower signs have not been coming on at dusk. Strategic Electric has been contacted to investigate it.

The City Public Works Department has been informed of the lack of **lighting at night in the overflow parking lot.**

We signed an agreement with City Wide Facility Solutions to begin cleaning the library at the first of the year. We have a meeting to begin their orientation on December 5.

Jessica will be putting up the **holiday decorations** in the library over the Thanksgiving weekend.

Personnel/Staff Development

We worked with the information from Jessica Chamberlin to complete our professional development **action plans**. As part of the professional development training Jessica suggested we identify the core values of our team. Here is a draft of a staff vision statement that provides a decent summary of our **core values**: We strive to create a workplace built on trust, collaboration, and continuous growth. As a team, we value open communication, mutual respect, and shared purpose. Together, we support one another in achieving personal and professional growth, knowing that our collective strength allows us to better serve and uplift our community.

Heather has taken the lead with the **onboarding** of our new part-time library aide, Nora Huber. She has been a quick learner and enjoys interacting with patrons as she assists them with checking out materials and locating items on the shelves.

Our library was asked by the Three Rivers Library System to **host a Summer Reading Workshop** on Friday, February 13.

Reminder: Lisa's scheduled vacation time off: 11/24 -12/3 and 12/20 – 1/3/2025.

Bennington Public Library
October 2025 Statistics

	2025	2024
Circulation-physical items	10654	9364
OVERDRIVE - digital checkouts	3289	2448
eAudiobooks - 1276 eBooks - 848	eMagazines - 371	BPS - 794
Book Club Kits	28	28
TOTAL CIRCULATION	**13971**	**11840**
New Items Processed/Cataloged	301	197
Newsbank session/search/view	307/816/4438	152/511/3325
NYT (16 libs)stats codes/usage	327/2640	NA
Computer Use	223	169
Study Room Use	12	27
Conference Room Use	25	24
City resident cards	15	8
Douglas County resident cards	38	40
Omaha resident cards	22	15
Washington County/other cards	2	
TOTAL NEW LIBRARY CARDS	**77**	**63**
Presch STEAM (3)	123	79
Storytime (5)	270	200
Storytime-Koala-T (4)	82	105
Storytime Saturday (2)	40	46
Out & About Storytime (2)	126	168
Outreach (0)		150
TOTAL EARLY LIT PROGRAMS (18)	**641**	**748**
Read to a Dog (1)	29	38
Open Art Studio (4)	52	93
LEGO @ your Library (5)	82	107
Stories & Smores @ Lake C (1)	42	84
Freaky Fun Friday (1)	338	325
Jaycees Trunk or Treat (1)	533	453
TOTAL ELEM PROGRAMS (17)	**1076**	**1100**
Teen Tuesday (1)	4	15
BLAB-Teen Advisory Board (1)	5	11
Outreach MS Book Clubs (3)	12	20
Teen Crochet (2)	**12**	14
Murder Mystery	20	
TOTAL TEEN PROGRAMS (8)	**53**	**60**
Book Club-1st Wed	13	12
Book Clubs-3rd Tues	9	10
Book Club-Ridgewood	4	6
Second Saturday Craft Circle	8	
Soup Class	19	
TOTAL ADULT PROGRAMS (5)	**53**	**28**
Self-directed Early Lit-Scav Hunt	350	198
Self-directed prize drawing	125	159
Library Visits	3667	3251
Volunteer/Hours	24/119	25/101
Kyocera use 9/13-10/12	2569	1803

collection code	checkouts	renewals	total
Adult Books	1	2	3
Adult DVDs	14	28	42
Adult Fiction	578	772	1350
Adult Large Print Fiction	0	5	5
Adult Magazines	10	0	10
Adult Nonfiction	109	180	289
Cake Pans	7	0	7
Equipment	3	3	6
Interlibrary Loan	19	3	22
Childrens Boardbooks	119	184	303
Childrens Chapter Books	420	714	1134
Childrens Comic Books	23	26	49
Childrens Books on CD	0	3	3
Childrens DVDs	47	159	206
Childrens Easy Readers	785	1090	1875
Childrens Graphic Novels	314	528	842
Childrens Magazines	26	11	37
Childrens Nonfiction	382	572	954
Childrens Picture Books	1253	1609	2862
Childrens Playaways	91	111	202
Childrens Readalongs	66	74	140
Kits	37	1	38
Passes (25 online)	34	0	34
Young Adult Fiction	67	141	208
Young Adult Graphic Novels	9	15	24
Young Adult Nonfiction	2	7	9
Total Physical Collection	**4416**	**6238**	**10654**

Social Media Stats as of 11/22/2025

TikTok: 1,616 Followers, 52.1K Likes

Instagram: 665 followers; 5,582 views;
713 accounts reached

Facebook: 2,134 followers; 12,471 views;
2,661 viewers

Website: 4,119 views;
1,868 visitors in last 30 days

Google Profile last 30 days:
966 views, 650 interactions; 474 Website clicks;
59 calls; 117 directions; 35 reviews;
5.0 Star Rating

ITEM #11

Public Works Report

December 2025 Public Works Report

Parks:

Mid-October we had both Legion and BAL baseball field's sprinklers winterized by Controlled Rain. They also did the Neumeyer soccer field. We had Executive put down their final winter treatment on both Neumeyer and Johns-Bohn Soccer fields. Executive winterized Johns-Bohn soccer fields post final treatment. We trimmed trees around the disc golf course at Doug Nelson Sports Complex, allowing better approaches and lines of sight. All port-a-johns were removed from the parks before winter hit. We took down the sand volleyball nets. Final mowing is done on all areas and fields. We maintained and cleaned up leaves in all parks and city fields.

Streets:

We patched in a hole left by a plumbing company on Harvest Ln. Clean sweep came through the week before Thanksgiving and helped clean up debris and leaves left in the streets. The stop sign and street signs were put up marking the Harvest Ln and Warehouse St corner. H & R started a project fixing a drainage issue on Warehouse St between the dance studio and Bill Bohn's building. NDOT replaced the reflectors on Highway 36 when entering Bennington Park on 160th Ave. We trimmed trees blocking visibility of the stop sign approaching Highway 36 on 156th Street. $40,628.65 was reimbursed to the City from FEMA for expenses affiliated with the straight-line winds occurring on July 31, 2024.

General:

Snow blowers went to Ty's to have the engines serviced before winter, along with ordering replacement paddle sets for them down the road. Snow plows were put back onto all vehicles as well as putting the salt spreader and snow plow on the Kubota - only one plow needed to have the snow blades replaced on it from last year. We ordered a pallet of rock salt for sidewalks and all city buildings. We removed the American flag at the police station because the spotlight is currently broken, thus it would be illegal to continue to fly a non-lit flag. We have an electrician coming to look at the outlet and decide whether a new electrical line needs to be run to the outlet or where it could be potentially damaged. Met with Drew Harsin on snow removal plans for winter. The part timers moved books for the Library into storage in the City garage. We continue to prepare to move into the new building the second week of December!

ITEM #12

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 -- 2 MONTH REVIEW 11/30/2025

EXPENSE IMPACTS TO BUDGET

(IMPACTS LISTED IN RED ARE RESTRICTED FUND IMPACTS)

	YTD Spend	Budgeted	Difference
• 8986 - PUBLIC WORKS BUILDING - PARKS/STREETS	$910,511	$800,000	$110,511
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		$110,511

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 #13

Project Tracker

City of Bennington Project Tracker

Dec-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 have been completed and Layne will check them as weather allows. • 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	City to Manage: John Bohrer and Kevin Hand	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. • 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 their NTP and JEO will coordinate a meeting 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) The city recently learned that this project was not approved for funding. Another application will need to be completed in FY 2027 (October to December 2026 application period).
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 and contractors working on the punch list, this should be done in December. 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.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
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 on agenda for the December meeting for approval (it has been reviewed by Jeff Miller).
Rainwood Square	090034	Planning	Julie Ogden	General Engineering	Prep for next PC 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 approved but in coordinating with Douglas County Engineer, the road connection to 156th needs to be changed to allow for full access. A revised Final Plat will be considered by the Planning Commission at the December (17th) meeting.
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: • CrossFit facility in C-1 zoning located with commercial flex unit - recommended approval with conditions by PC and request to Table received by Applicant for November council meeting. •
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. Plans are anticipated for review by City in January.
Bennington Road Bridge Approach Section Repairs	251614	Transportation	Steve Arens	Pending	In Design	Design has started and the field visit (with Layne) has been completed. The project is on track for a January plan review then proceed to bidding. Construction is planned for outside of the school year. Coordination with Douglas County Engineer will occur once plans are prepared.
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. 60% plans were provided to the City for review on November 20th and a meeting is being scheduled. The final NEPA steps include an public notice/comment period on flood plain and wetlands. We plan to have that out in December. The final plan/design and bidding amendment to the agreement will be presented at the December meeting.
Bennington Public Works Building	220296	Site Design	Julie Ogden	Amendment Needed	under Construction	Construction continues and the interior work is on going and the contractor hopes to finish early. Tentative completion date is December 2025 (Contract completion is March 2026). A project walk through is tentatively scheduled for December 15th.
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.

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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.
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. There are street finish concerns (scaling of pavement) that have been provided to the Developer, their engineer and contractor to be addressed. This may not be able to be taken care of until the Spring due to weather.
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 completed the sanitary sewer trench fill and recompaction. The subgrade rework has been started but rain has delayed the work. Once the subgrade is satisfactory, the pavement will be replaced. I don't have an updated timeline for this work but with due to weather. A temporary access road has had surfacing added due to the delay. 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.
~~Neumeyer Farms (recreational park) - NDED Shovel Ready Grant Project~~	~~090034~~	~~Administration~~	~~Julie Ogden~~	~~General Engineering~~	~~Completed~~	~~Final payment has been received from NDED by soccer club and they will forward to the city. Warranty will expire in December 2025. No new warranty items at this time and we don't anticipate any prior to the end of the year.~~
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.

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Bennington Farm (Christmas Tree) Property - Rezoning	090034	Planning	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	Initial Platting and Rezoning is completed. A rezoning request was on the Planning Commission for the portion of the property where the existing structure sits. The planning commission had many questions and tabled the consideration of the re-zoning for submittal of a preliminary/final plat and traffic impact study, as requested by NDOT. We have received the traffic study and sight distance review. Planning Commission has reviewed and recommended approval for council consideration at the October meeting. This is on hold pending outcome of litigation. The property is currently on the market for sale so that may provide resolution.
Prairie Ridge (aka Bennington Park Lot 1 - large lot behind Runza)	090034	Administration	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	A final plat was approved (6-2023) for this lot which combines duplex units (for sale) and townhome style buildings (for rent or sale). The preliminary plat, rezoning request was approved. The Blight/Substandard Study is in process by the Developer.