City of Bennington
City Council Meeting Agenda
Monday, March 9, 2026; 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. February 9, 2026 City Council Meeting Minutes
    B. February 2026 Bills Paid
    C. Keno Receipts: February 8.75%: $12,082.13
    D. JEO Consulting Invoices for:
        i. General Engineering Invoice No. 171552 totaling $6,462.50
        ii. Public Works Building Invoice No. 171497 totaling $2,051.25
        iii. Bennington Road Bridge Repair Invoice No. 171776 totaling $6,568.75
        iv. Neumeyer Park Soccer Complex Invoice No. 171411 totaling $39,150.00
            a. Motion

3. Street Closure and Event Application
    A. GEAR's Car Show, Sunday May 24 from 5:00 a.m. to 6:00 p.m.
        i. Motion

4. Allen, Stark, Molley Street Sewer Bids
    A. Motion to Approve

5. Bennington Road Bridge Approaches Bids
    A. Motion to Approve

6. Bennington Road Bridge Materials Testing Contract with Thile Geotech for $2,202.00
    A. Motion to Approve

7. 2026 Street Patching Bids
    A. Motion to Approve

8. Resolution No. 2026-01 Amending Sections II, VI, and XIII of the City Personnel Manual regarding Recruitment and Selection of Employees, Use of City Property, and Policies
    A. Staff Presentation
    B. Motion to Approve

9. 2026 Bennington Soccer Club Use Agreement
    A. Motion to Approve

10. City Website Proposals and Bids
    A. Motion to Approve

11. Library Report

12. Police Report

13. Public Works Report

14. Office Report

15. Project Tracker

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

17. Adjourn

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

Planning Commission
2-25-2026 Minutes

City of Bennington
Planning Commission Meeting Minutes
Wednesday, February 25, 2026; 6:00 P.M.
City Office, 15505 Warehouse St.
Bennington, NE
402-238-2375

Call to Order – Open Meeting Act – Roll Call

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

Approval of January 28, 2026 Meeting Minutes

Motion by Valasek, second by Zaruba to approve the minutes as presented. All voted in favor and the motion carried.

2026 Prairie Ridge Blight Study and Declaration of the Blight Study Area within the Bennington Corporate Limits as Substandard and Blighted Pursuant to the Nebraska Community Development Law

City Attorney Jeff Miller, Brent Beller with Fullenkamp, Jobeun, Johnson & Beller and Applicant Ryan Schwarz presented the Blight Study.

Bartles opened a public hearing and there were no comments.

Motion by Bartles, second by Hohman to recommend that the City Council adopt the Blight Study and declare the Study Area to be a substandard and blighted area in need of redevelopment pursuant to the Nebraska Community Development Law. All voted in favor and the motion carried.

Adjourn

Motion by Zaruba, second by Hohman to adjourn the meeting at 6:24 p.m. All voted in favor and the motion carried.

ITEM #2 Consent Agenda

City of Bennington
City Council Meeting Minutes
Monday, February 9, 2026; 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, February 9, 2026. In attendance were City Council Members Kaye Bridgeford, Rob Hamilton, Adam Lee, and Shane Pekny. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of Consent Agenda

A. January 12, 2026 City Council Meeting Minutes
B. January 2026 Bills Paid
C. Keno Receipts: January 8.75%: $9,223.98
D. JEO Consulting Invoices for:
    i. General Engineering Invoice No. 170829 totaling $8,205.00
    ii. Public Works Building Invoice No. 170707 totaling $691.25
    iii. Bennington Road Bridge Repair Invoice No. 170974 totaling $4,257.50
    iv. Neumeyer Park Soccer Complex Invoice No. 170742 totaling $12,640.00
    v. 2026 Sanitary Sewer CIPP Improvements Invoice No. 171117 totaling $7,650.00

BILLS PAID IN JANUARY	
CITY	
THE DAILY RECORD	266.00
MUD	59.40
YOUNG & WHITE LAW OFFICES	1,387.50
YEARLY HSA CONTRIBUTION - MINDI LAAKER	750.00
YEARLY HSA CONTRIBUTION - DEREK BRECHBILL	750.00
YEARLY HSA CONTRIBUTION - LISA FLAXBEARD	750.00
YEARLY HSA CONTRIBUTION - LAYNE LAAKER	750.00
YEARLY HSA CONTRIBUTION - HEATHER LUTH FAMILY	1,200.00
HSA CONTRIBUTIONS	241.34
NOTARY INSURANCE	40.00
RATINA CRAWFORD	1,442.59
KEVIN HAND	2,450.03
MINDI LAAKER	993.40
OLD REPUBLIC SURETY GROUP	1,050.00
WM CORPORATE SERVICE, INC	76.25
HSA CONTRIBUTIONS	241.34
QB IRS TAXES	12,072.20
COX BUSINESS SERVICES	104.50

GREAT AMERICA FINACIAL SERVICE	124.04
GUARDIAN	240.59
JEO CONSULTING, IINC	8,245.00
OLD REPUBLIC SURETY GROUP	100.00
OPPD	293.51
HSA CONTRIBUTIONS	241.34
QB IRS TAXES	11,406.98
NATIONWIDE 401A	2,952.58
NATIONWIDE 457B	5,732.74
FREMONT GOLF CLUB	48.27
INTUIT	428.00
NOTARY LICENSE	32.50
RATINA CRAWFORD	1,298.53
KEVIN HAND	2,450.05
MINDI LAAKER	993.41
HSA CONTRIBUTIONS	241.34
AT&T MOBILITY	46.81
DES MOINES STAMP	34.00
NATIONWIDE 401A	2,847.27
NATIONWIDE 457B	5,627.46
LEAGUE OF NEBRASKA MUNICIPALITIES	476.00
NPZA CONFERENCE	310.00
BENNINGTON CHAMBER OF COMMERCE	150.00
HSA CONTRIBUTIONS	241.34
CITY TOTAL	**69,186.31**
SEWER	
CITY OF OMAHA	63,676.43
H & R CONSTRUCTION	5,835.00
ONE CALL CONCEPTS	12.30
JEO CONSULTING, IINC	33,022.50
TREKK DESIGN GROUP, LLC	1,410.00
PEOPLE SERVICE	1,500.00
SEWER TOTAL	**105,456.23**
LIBRARY	
CITY WIDE FACILITY SOLUTIONS	750.00
COLLABORATIVE SUMMER LIBRARY PROGRAM	820.49
COX BUSINESS SERVICES	0.89

JESSICA ROWE-DESILVA	396.00
MUD	277.20
NEBRASKA LIBRARY COMMISSION	124.11
SAM'S CLUB MC/SYNCB	1,764.96
JOHNNA BIERMAN	1,450.99
LISA FLAXBEARD	1,667.26
NATALIE HARTLEY	219.42
NORA HUBER	55.41
HEATHER LUTH	1,152.05
LYDIA PILE	366.44
TARYN STERN	351.99
WM CORPORATE SERVICE, INC	145.99
COX BUSINESS SERVICES	136.13
GUARDIAN	50.43
OPPD	138.60
JOHNNA BIERMAN	1,451.00
LISA FLAXBEARD	1,667.27
NATALIE HARTLEY	614.39
NORA HUBER	162.76
HEATHER LUTH	1,152.06
LYDIA PILE	388.09
TARYN STERN	283.42
GREAT AMERICA FINANCIAL SERVICE	278.07
LIBRARY TOTAL	**15,865.42**
POLICE	
MUD	168.00
TYLER SHERMAN	60.00
JONATHAN STARKE	69.54
USPS	17.00
DEVIN CRINKLAW	221.64
ANDREW HILSCHER	2,830.53
JAYME IVERSEN	2,252.50
NICOLE MARTIN	448.61
DONALD MCGUIRE	193.34
STACIA NELSON	2,508.39
ANTHONY RAMAEKER	613.55
DILLON SIMON	2,762.38
JONATHAN STARKE	2,747.96

DANIEL STOCKER	2,302.20
ERIC WHITE	235.37
MID-STATES ORGANIZED CRIME INFO CENTER	100.00
WM CORPORATE SERVICE, INC	63.85
TYLER SHERMAN	240.00
COX BUSINESS SERVICES	203.75
CUBBY'S	1,199.36
GUARDIAN	194.90
IDEAL PURE WATER	7.49
OPPD	360.39
SUNSET LAW ENFORCEMENT	4,400.48
DEVIN CRINKLAW	1,109.96
ANDREW HILSCHER	2,830.53
JAYME IVERSEN	1,917.84
ROBERT JONES	598.08
NICOLE MARTIN	810.10
STACIA NELSON	2,119.41
DILLON SIMON	2,355.91
PAUL SMOOT	47.50
JONATHAN STARKE	2,374.18
DANIEL STOCKER	2,302.19
JONATHAN STARKE	87.65
AT&T MOBILITY	406.89
BENNINGTON AUTO SALE	1,596.62
GREAT AMERICA FINANCIAL SERVICE	101.34
RIVALRY	180.60
SHERMAN PLUMBING	575.00
DILLON SIMON	297.84
POLICE TOTAL	**43,912.87**
PARKS	
BOHN CONSTRUCTION, INC	1,700.00
ARBOR DAY FOUNDATION	25.00
COX BUSINESS SERVICES	46.39
HOME DEPOT CREDIT SERVICES	44.90
MUD	729.60
CUBBYS	28.55
WM CORPORATE SERVICE, INC	645.21
JOHN BOHRER	500.88

DEREK BRECHBILL	1,683.98
JACKSON CONRAD	576.97
LAYNE LAAKER	1,714.42
NATHAN STIER	626.99
DARLAND CONSTRUCTION	37,400.48
GUARDIAN	62.92
JEO CONSULTING, IINC	933.75
MONSTER TREE SERVICE OF OMAHA	7,025.00
OPPD	772.88
NEBRASKA ARBORISTS ASSOCIATION	145.00
JOHN BOHRER	500.88
DEREK BRECHBILL	1,683.97
JACKSON CONRAD	518.85
LAYNE LAAKER	1,714.43
NATHAN STIER	679.66
AT&T MOBILITY	23.40
ROB'S OIL COMPANY, INC	373.68
PARKS TOTAL	**60,157.79**
STREETS	
COX BUSINESS SERVICES	46.40
HARSIN BUILT CONSTRUCTION	5,460.00
HOME DEPOT CREDIT SERVICES	44.90
MUD	495.50
CUBBYS	28.56
H & R CONSTRUCTION	1,976.00
CITY OF OMAHA CASHIER	851.00
DARLAND CONSTRUCTION	37,400.48
GUARDIAN	13.45
JEO CONSULTING, IINC	15,163.75
OPPD	6,013.10
AT&T MOBILITY	23.41
ROB'S OIL COMPANY, INC	373.68
STREETS TOTAL	**67,890.23**
CITY	**69,186.31**
SEWER	**105,456.23**
LIBRARY	**15,865.42**
POLICE	**43,912.87**

PARKS	**60,157.79**
STREETS	**67,890.23**
TOTAL OF ALL BILLS	**362,468.85**

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

Consideration of a Final Plat in a Medium Density (R-3) and Clustered/Mixed Use (CMD) Residential Zoning District for a 7.3 acre development known as Prairie Ridge located at Lot 1 Bennington Park Plaza
City Engineer Julie Ogden, Caleb Beasley with E & A Consulting and Developer Ryan Schwarz presented the Final Plat.

Adams opened a public hearing and there were no comments.

Motion by Lee, second by Bridgeford to approve the final plat subject to the requirements in the City Engineer's comment letter. All voted in favor and the motion carried.

Consideration of a Conditional Use Permit allowing for a Theater Training Studio in a Highway Commercial Zoning District (C-1) located on Lot 2 Building #1, McGregor Brae, 12720 N. 158th St.
City Administrator Kevin Hand and Applicant Blake Thompson presented the Conditional Use Permit Application.

Adams opened a public hearing and there were no comments.

Motion by Bridgeford, second by Pekny to approve the conditional use permit. All voted in favor and the motion carried.

GIS Mapping of City Sanitary and Storm Sewer
Brock Beran with Trekk Design Group LLC presented a 5-year plan totaling $305,000 including 3-D Models, Geographic Information System (GIS) Mapping, a Comprehensive Map, assessments of the City's Sanitary and Storm Sewer Systems and Manholes, a correlation with the City of Omaha's System and rehabilitation recommendations.

Public Works Building
A. Pay Application #9 to Darland totaling $44,443.29 and Substantial Completion
B. Change Order #9 in the amount of $0.00 for an Extended Warranty on Exterior Pavement

Motion by Pekny, second by Bridgeford to approve Items A-B above subject to a pending signature Change Order #9. All voted in favor and the motion carried.

Papio Creek Trail Grant Update
City Administrator Kevin Hand presented the trail plan starting at Johns-Bohn Park, following the Papio Creek to Kempten Creek Drive and ending at the bridge on 156th Street. Additional options to the trail plans were also discussed.

Public Works Report
Motion by Lee, second by Pekny to approve shared expenses with the Bennington Soccer Club for temporary fencing at Neumeyer Farm Soccer Field totaling $3,252.17. 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.

Public Comments
Derek Schwartz introduced himself as a candidate running for Legislature District 18.

Adjourn
Motion by Bridgeford, second by Lee at adjourn the meeting at 7:12 p.m. All voted in favor and the motion carried.

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

February 12, 2026
Project No: R090034.13
Invoice No: 171552
Invoice Amount: 6,462.50

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 February 6, 2026

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2025 General Engineering			$131,315.00	$131,315.00	0.00
2026 General Engineering			$9,110.00	$2,647.50	$6,462.50
Total			**$140,425.00**	**$133,962.50**	**$6,462.50**
		Total Amount Due Upon Receipt :			**$6,462.50**

Outstanding Invoices

Number	Date	Balance
170829	1/15/2026	8,205.00
Total		**8,205.00**

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

Billing Backup

Thursday, February 12, 2026

JEO Consulting Group, Inc. | Invoice 171552 Dated 2/12/2026 | 10:29:30 AM

Project R090034.13 Bennington General Engineering

Phase 2026 2026 General Engineering (SID)

Task 001 General Assistance/Meetings

Hours this Invoice

		Hours		Amount	
Borchers, Julie	1/12/2026	1.50	260.00	390.00	
Borchers, Julie	1/26/2026	.50	260.00	130.00	
Borchers, Julie	1/29/2026	.50	260.00	130.00	
Borchers, Julie	2/4/2026	1.50	260.00	390.00	
Borchers, Julie	2/5/2026	.50	260.00	130.00	
Totals		4.50		1,170.00	
Total Labor					**1,170.00**

Total this Task **$1,170.00**

Task 002 Planning & Building Assistance

Hours this Invoice

		Hours		Amount	
Borchers, Julie	1/14/2026	1.75	260.00	455.00	
Borchers, Julie	1/22/2026	.50	260.00	130.00	
Borchers, Julie	1/28/2026	1.25	260.00	325.00	
Borchers, Julie	2/4/2026	.25	260.00	65.00	
Totals		3.75		975.00	
Total Labor					**975.00**

Total this Task **$975.00**

Task 004 Sewer System Assistance

Hours this Invoice

		Hours		Amount	
Borchers, Julie	2/3/2026	.75	260.00	195.00	
Totals		.75		195.00	
Total Labor					**195.00**

Total this Task **$195.00**

Task 011 The Heritage Replat 6

Hours this Invoice

		Hours		Amount	
Borchers, Julie	1/12/2026	.25	260.00	65.00	
Borchers, Julie	1/19/2026	.25	260.00	65.00	
Borchers, Julie	1/23/2026	.25	260.00	65.00	
Borchers, Julie	1/28/2026	.75	260.00	195.00	
Borchers, Julie	2/6/2026	.25	260.00	65.00	
Totals		1.75		455.00	
Total Labor					**455.00**

					Total this Task	**$455.00**

Task 012 Morgan Ridge

Hours this Invoice

			Hours		Amount	
Borchers, Julie		1/12/2026	1.50	260.00	390.00	
Kraft, Kayla		1/12/2026	2.00	145.00	290.00	
Borchers, Julie		1/13/2026	.25	260.00	65.00	
Borchers, Julie		1/29/2026	1.00	260.00	260.00	
Schulz, Zachary		1/29/2026	.50	365.00	182.50	
Callen, John		2/4/2026	1.00	270.00	270.00	
	Totals		6.25		1,457.50	
	Total Labor					**1,457.50**

					Total this Task	**$1,457.50**

Task 016 Rainwood Square

Hours this Invoice

			Hours		Amount	
Borchers, Julie		1/12/2026	.75	260.00	195.00	
	Totals		.75		195.00	
	Total Labor					**195.00**

					Total this Task	**$195.00**

Task 017 Prairie Ridge

Hours this Invoice

			Hours		Amount	
Borchers, Julie		1/14/2026	1.75	260.00	455.00	
Borchers, Julie		1/15/2026	2.25	260.00	585.00	
Borchers, Julie		1/20/2026	1.00	260.00	260.00	
Borchers, Julie		1/22/2026	.25	260.00	65.00	
Borchers, Julie		1/28/2026	1.25	260.00	325.00	
Borchers, Julie		2/5/2026	1.00	260.00	260.00	
Borchers, Julie		2/6/2026	.25	260.00	65.00	
	Totals		7.75		2,015.00	
	Total Labor					**2,015.00**

					Total this Task	**$2,015.00**
					Total this Phase	**$6,462.50**
					Total this Project	**$6,462.50**
					Total this Report	**$6,462.50**

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

February 11, 2026
Project No: R220296.01
Invoice No: 171497
Invoice Amount: 2,051.25

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 January 30, 2026

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Design Development	$53,000.00	99%	$52,600.00	$52,600.00	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			$54,956.00	$52,904.75	$2,051.25
SWPPP			$5,177.50	$5,177.50	0.00
Construction Staking			$6,497.50	$6,497.50	0.00
Reimbursable Expenses			$697.64	$697.64	0.00
Total	**$150,000.00**		**$216,928.64**	**$214,877.39**	**$2,051.25**

Total Amount Due Upon Receipt : $2,051.25

Outstanding Invoices

Number	Date	Balance
170707	1/9/2026	691.25
Total		**691.25**

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

February 18, 2026
Project No: R251614.00
Invoice No: 171776
Invoice Amount: 6,568.75

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 February 13, 2026

Plans and specifications are complete. Project is currently advertised for bids.

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Project Management	$4,810.00		$3,376.25	$1,937.50	$1,438.75
Bridge Repair Design	$21,037.50		$21,037.50	$18,712.50	$2,325.00
Bidding and Negotiation Services	$4,340.00		$2,805.00	0.00	$2,805.00
Construction Administration	$4,047.50		0.00	0.00	0.00
Construction Observation-RPR	$6,600.00		0.00	0.00	0.00
Total	**$40,835.00**		**$27,218.75**	**$20,650.00**	**$6,568.75**

Total Amount Due Upon Receipt : $6,568.75

Outstanding Invoices

Number	Date	Balance
170974	1/21/2026	4,257.50
Total		**4,257.50**

Email invoice to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

February 9, 2026
Project No: R231502.03
Invoice No: 171411
Invoice Amount: 39,150.00

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 January 30, 2026

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Site Design Services	$96,000.00	100%	$96,000.00	$72,000.00	$24,000.00
Final Site Design	$35,000.00	15%	$5,250.00	0.00	$5,250.00
Permitting	$20,000.00	20%	$4,000.00	0.00	$4,000.00
Bidding and Negotiation	$5,000.00	0%	0.00	0.00	0.00
Hourly to a Maximum Phase(s)					
Environmental Review	$92,000.00		$70,260.00	$64,360.00	$5,900.00
Total	**$248,000.00**		**$175,510.00**	**$136,360.00**	**$39,150.00**

Total Amount Due Upon Receipt : $39,150.00

Outstanding Invoices

Number	Date	Balance
170742	1/12/2026	12,640.00
Total		**12,640.00**

Email invoices to: clerk@benningtonne.com

BILLS PAID IN FEBRUARY
CITY

22741	BLUE CROSS BLUE SHIELD OF NEBRASKA	4,216.72
22744	THE DAILY RECORD	369.99
22750	MUTUAL OF OMAHA	248.34
22751	PRESTO-X	44.42
DD	RATINA CRAWFORD	1,314.06
DD	KEVIN HAND	2,450.03
DD	MINDI LAAKER	993.40
AUTO	HSA CONTRIBUTIONS	241.34
AUTO	NATIONWIDE	3,095.19
AUTO	NATIONWIDE	5,875.39
22757	FILTER SHOP	9.70
22758	MUD	33.02
22761	U.S. POSTAL SERVICE	126.00
22762	YOUNG & WHITE LAW OFFICES	1,699.30
AUTO	QB IRS TAXES	11,171.59
22776	COX BUSINESS SERVICES	105.98
22777	THE DAILY RECORD	654.07
22779	GUARDIAN	240.59
22780	GREAT AMERICA FINANCIAL SERVICE	112.57
22781	JEO CONSULTING, INC	8,012.50
22784	L.C. SERVICES	45.00
22787	OPPD	295.08
22790	WM CORPORATE SERVICES, INC	76.25
AUTO	HSA CONTRIBUTIONS	241.34
AUTO	QUICKBOOKS	650.00
DD	RATINA CRAWFORD	1,276.36
DD	KEVIN HAND	2,450.04
DD	MINDI LAAKER	993.41
AUTO	NATIONWIDE	3,026.98
AUTO	NATIONWIDE	5,807.18
22793	AT&T MOBILITY	46.81
22800	OFFICE DEPOT, INC	84.01
AUTO	HSA CONTRIBUTIONS	241.34
CC	OLD REPUBLIC SURETY GROUP	300.00
AUTO	QB IRS TAXES	10,727.06
AUTO	7134 BOND PAYMENT	100,000.00
AUTO	7232 BOND INTEREST PAYMENT	2,720.00
AUTO	HSA CONTRIBUTIONS	241.34
	CITY TOTAL	**170,236.40**

SEWER

22739	CITY OF OMAHA	31,919.36
22759	ONE CALL CONCEPTS	9.80
22781	JEO CONSULTING, INC	7,650.00
22788	PEOPLE SERVICES	1,500.00
22795	CITY OF OMAHA CASHIER	36,160.50
	SEWER TOTAL	**77,239.66**

LIBRARY

22741	BLUE CROSS BLUE SHIELD OF NEBRASKA	5,171.80
22742	CITY WIDE FACILITY SOLUTIONS	825.00
22743	COX BUSINESS SERVICES	72.47
22746	DION LEONARD	300.00
22750	MUTUAL OF OMAHA	187.22
22751	PRESTO-X	33.73
22752	STOMP CHEER ROAR	400.00
22753	THREE RIVERS LIBRARY SYSTEM	10.00
DD	JOHNNA BIERMAN	1,450.99
DD	LISA FLAXBEARD	1,667.26
DD	NATALIE HARTLEY	958.83
DD	NORA HUBER	155.85
DD	HEATHER LUTH	1,152.04

DD	LYDIA PILE	384.52	
22755	BOOKPAGE	438.00	
22757	FILTER SHOP	28.10	
22758	MUD	154.10	
22765	GREAT AMERICA FINANCIAL SERVICE	219.27	
22760	SAM'S CLUB MC/SYNCB	2,063.51	
22756	COX BUSINESS SERVICES	136.13	
22778	FELIUS	150.00	
22779	GUARDIAN	50.43	
22784	L.C. SERVICES	148.00	
22787	OPPD	138.60	
22789	THE BIG GARDEN	50.00	
22790	WM CORPORATE SERVICES, INC	145.99	
DD	JOHNNA BIERMAN	1,451.00	
DD	LISA FLAXBEARD	1,667.26	
DD	NATALIE HARTLEY	1,017.07	
DD	HEATHER LUTH	1,152.06	
DD	LYDIA PILE	370.04	
DD	TARYN STERN	137.98	
22792	JOHNNA BIERMAN	26.91	REIMBURSEMENT
22794	A UNITED AUTOMATIC DOORS & GLASS INC.	1,144.10	
22796	GREAT AMERICA FINANCIAL SERVICE	226.75	
	LIBRARY TOTAL	**23,685.01**	

POLICE

22740	BENNINGTON AUTO SALE	29.00	
22741	BLUE CROSS BLUE SHIELD OF NEBRASKA	11,200.94	
22747	GREAT PLAINS UNIFORMS	162.66	
22749	HOME DEPOT CREDIT SERVICES	49.00	
22750	MUTUAL OF OMAHA	565.72	
22751	PRESTO-X	48.57	
DD	JORDAN BRADLEY	193.34	
DD	DEVIN CRINKLAW	567.95	
DD	ANDREW HILSCHER	2,830.53	
DD	JAYME IVERSEN	1,917.85	
DD	ROBERT JONES	527.93	
DD	NICOLE MARTIN	735.88	
DD	STACIA NELSON	2,119.40	
DD	MARK NOONAN	162.04	
DD	DILLON SIMON	2,355.92	
DD	JONATHAN STARKE	2,190.56	
DD	DANIEL STOCKER	2,302.20	
CC	ALL CREATURES VETERINARY CLINIC	30.00	
22757	FILTER SHOP	9.10	
22758	MUD	168.00	
22763	ALL CREATURES VETERINARY CLINIC	372.04	
22766	IDEAL PURE WATER	30.49	
22756	COX BUSINESS SERVICES	202.56	
22775	CUBBY'S	1,369.26	
22779	GUARDIAN	194.90	
22787	OPPD	329.93	
22790	WM CORPORATE SERVICES, INC	63.85	
DD	DEVIN CRINKLAW	1,016.38	
DD	ANDREW HILSCHER	2,830.54	
DD	JAYME IVERSEN	1,733.15	
DD	NICOLE MARTIN	693.48	
DD	DONALD MCGUIRE	241.68	
DD	STACIA NELSON	1,924.61	
DD	DILLON SIMON	2,152.53	
DD	JONATHAN STARKE	2,020.04	
DD	DANIEL STOCKER	2,302.21	
DD	ERIC WHITE	375.31	
22793	AT&T MOBILITY	406.89	
22796	GREAT AMERICA FINANCIAL SERVICE	25.80	
CC	US POSTAL SERVICE	156.00	
	POLICE TOTAL	**46,608.24**	

PARKS

22741	BLUE CROSS BLUE SHIELD OF NEBRASKA	1,582.19	
22743	COX BUSINESS SERVICES	46.39	
22749	HOME DEPOT CREDIT SERVICES	2.33	
22750	MUTUAL OF OMAHA	228.62	
22751	PRESTO-X	33.57	
22754	JOHN BOHRER	28.90	REIMBURSEMENT
DD	JOHN BOHRER	500.88	PARKS 2079.00
			STREETS 561.00
DD	DEREK BRECHBILL	1,683.98	PARKS 1446.78
			STREETS 964.52
DD	JACKSON CONRAD	361.98	PARKS 216.00
			STREETS 184.00
DD	LAYNE LAAKER	1,714.43	PARKS 1327.95
			STREETS 1327.95
DD	NATHAN STIER	594.06	PARKS 532.48
			STREETS 133.12
CC	AMAZON	53.62	
22758	MUD	77.51	
22764	CUBBYS	175.90	
22779	GUARDIAN	62.92	
22781	JEO CONSULTING, INC	12,985.62	
22782	KNUDSEN OIL & FEED	266.29	
22783	DARLAND CONSTRUCTION CO	22,221.65	
22785	MENARDS	177.12	
22786	MUD	426.94	
22787	OPPD	904.06	
22790	VERMEER HIGH PLAINS	943.69	
22790	WM CORPORATE SERVICES, INC	977.57	
DD	JOHN BOHRER	500.87	PARKS 2145.00
			STREETS 561.00
DD	DEREK BRECHBILL	1,683.98	PARKS 1687.92
			STREETS 723.40
DD	JACKSON CONRAD	630.79	PARKS 384.00
			STREETS 328.00
DD	LAYNE LAAKER	1,714.41	PARKS 1062.37
			STREETS 1593.53
DD	NATHAN STIER	758.32	PARKS 732.16
			STREETS 141.44
22793	AT&T MOBILITY	23.40	
22799	MUD	1,562.00	
	PARKS TOTAL	**52,923.99**	

STREETS

22741	BLUE CROSS BLUE SHIELD OF NEBRASKA	1,582.19	
22743	COX BUSINESS SERVICES	46.40	
22745	DOUGLAS COUNTY TREASURER	4,978.54	
22748	HARSIN BUILT CONSTRUCTION	5,395.00	
22751	PRESTO-X	33.56	
22754	JOHN BOHRER	28.90	REIMBURSEMENT
CC	AMAZON	53.62	
22764	CUBBYS	175.90	
22779	GUARDIAN	13.45	
22781	JEO CONSULTING, INC	4,795.63	
22782	KNUDSEN OIL & FEED	266.30	
22783	DARLAND CONSTRUCTION CO	22,221.64	
22785	MENARDS	177.12	
22786	MUD	426.94	
22787	OPPD	6,144.14	
22793	AT&T MOBILITY	23.41	
22797	HARSIN BUILT CONSTRUCTION	100.00	
22798	MICHAEL TODD & COMPANY	1,246.54	
22799	MUD	1,562.00	
	STREETS TOTAL	**49,271.28**	

BENNINGTON INTERNATIONAL DARK SKY WEEK PROCLAMATION

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the City of Bennington, NE USA,
hereby declares April 13-20, 2026 as

INTERNATIONAL DARK SKY WEEK

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

_____ _____

CLINT ADAMS, MAYOR OF BENNINGTON DATE

Item #3

Street Closure

GEAR's Car Show

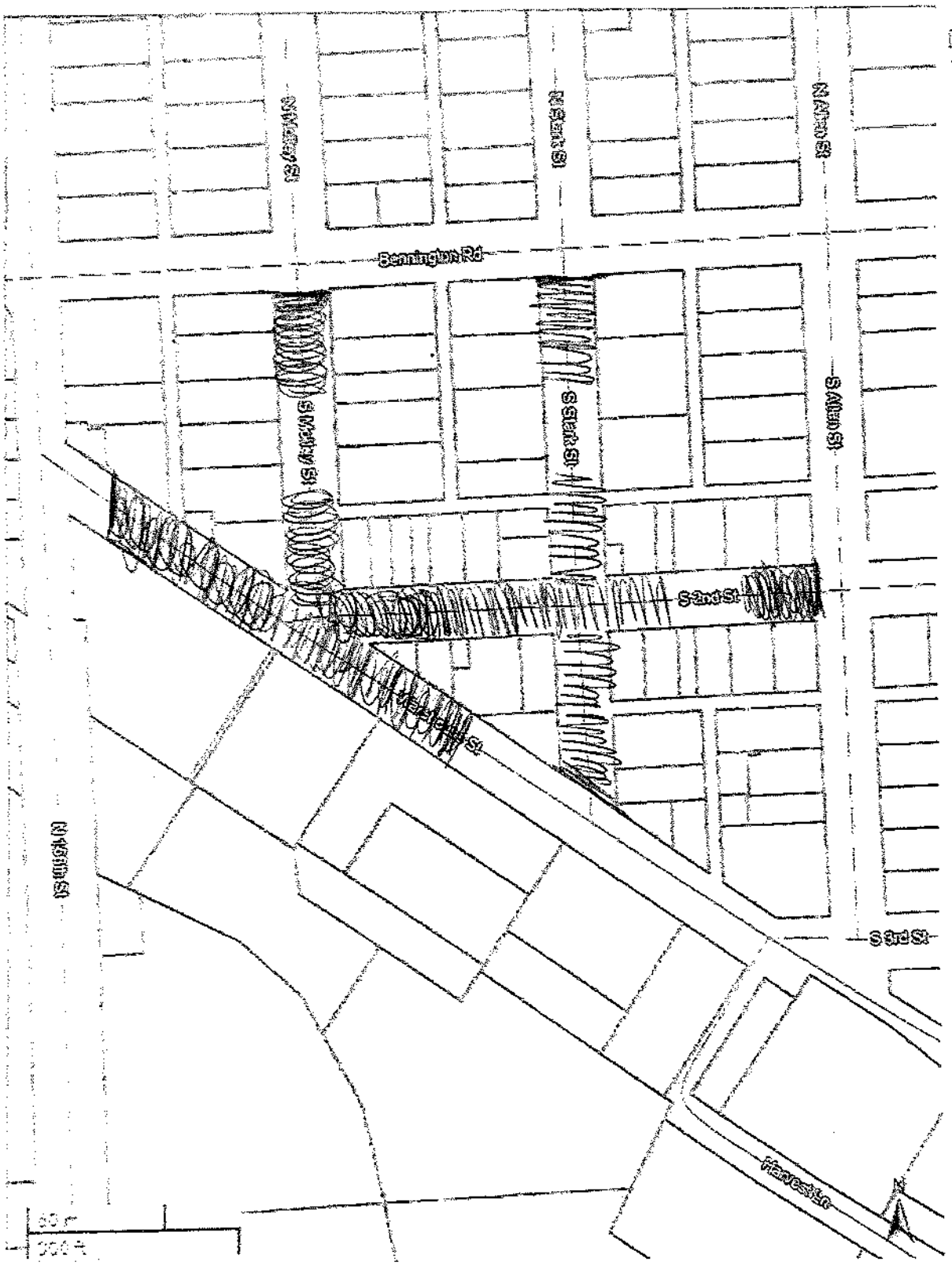
City of Bennington 238-2375 Bennington, NE

STREET CLOSING OR EVENT PERMIT APPLICATION

1. Name of event/activity: GEARs Car Show
2. Date(s) of event: Sunday, May 24, 2026
3. Description of event: Car Show
4. Name of entity and/or person requesting permit: Greater Elkhorn Area Rods Car Club
5. Phone number & name of contact person: Ron Brown 402-660-8935
6. Event Location: 156th & Warehouse St East to S 2nd Street & 153rd St.
   (be specific-include location of sidewalks or streets upon which the event will be held)
7. Will event need street(s) closed? Yes
8. If street(s) need to be closed, what is the purpose of the closing? For Classic cars to be displayed
9. If street(s) need to be closed, which streets? Warehouse Street from 156th east, S 2nd Street to 153rd Street, S Molly St, S State St, & S Allen St from Bennington Rd to Warehouse St.
10. Hours of the event or street closing: 5 AM to 6 PM
11. Estimated number of people attending the event: 200
12. Parking accommodations/needs: Surrounding areas for spectator parking
13. Describe the sanitation and other health facilities that will be available to persons attending the event: We can rent porta johns.
14. If street closing is necessary, event owner will need to secure barricades-notify City Office (238-2375) when this is completed: _____
    (Date City Office Notified)
15. **It is the event owner's responsibility to hand deliver notification to adjacent property owners (see checklist included) no less than one week prior to the date of closure.**
    Date due to City Office Following Notification: FRIDAY, MAY 15, 2026
16. A Certificate of Liability Insurance naming the City of Bennington as additionally insured in the amount of $1,000,000 is required. Present the Certificate of Insurance to the City Office before the event date: _____
    (Date Insurance Certificate presented to the City of Bennington)

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

Beacon™ Douglas County, NE



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Schneider

Item #4

Allen, Stark, Molley

Sewer Bids

March 4, 2026

City Council
City of Bennington
15505 Warehouse St.
Bennington, NE 68007

RE: Bennington, Nebraska
Bennington 2026 Sani Sewer CIPP Improvements
JEO Project No. 251460

Dear City Council:

JEO has conducted a review of the bid that was received on March 3, 2026 for the CIPP Improvements project. The City received one bid. The bid received is recorded on the attached bid tabulation form.

Municipal Pipe Tool Company's bid was $265,918.30. JEO's opinion of construction cost was approximately $254,540. Municipal Pipe Tool Company is a reputable contractor and has worked with JEO on recent projects in both Audubon, IA and Leon, IA. Based on this information, JEO recommends awarding the project to Municipal Pipe Tool Company.

If this meets with the City's approval, the Council should pass a motion to award the CIPP Improvements project to Municipal Pipe Tool Company for their bid amount of $254,540. Once the City has awarded the project, JEO will commence work on the contract documents.

Let me know if you have any questions or comments.

Sincerely,

Kyle M. Otto, PE
Project Manager
Enclosure: Bid Tabulation

Bid Tab

PROJECT | 2026 Sanitary Sewer CIPP Improvements

JEO PROJECT NO. | 251460.00

LOCATION | Bennington, NE

LETTING | March 3, 2026 @ 1:00pm CST

OPINION OF PROBABLE COST | $254,540

Bidder	Total Group A	Total Group B	Total Groups A & B
Municipal Pipe Tool Company Hudson, IA	$155,860.80	$110,057.50	$265,918.30

Tab Sheet

PROJECT | 2026 Sanitary Sewer CIPP Improvem

JEO PROJECT NO. | 251460.00

LOCATION | Bennington, NE

				Municipal Pipe Tool Company	
GROUP A - SANITARY SEWER					
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**
1	Mobilization	1	LS		$18,712.50
2	Bonding and Insurance	1	LS		$7,935.00
3	6" PVC Sanitary Sewer Main, SDR 35	25	LF	$178.50	$4,462.50
4	8" PVC Sanitary Sewer Main, SDR 35	50	LF	$189.00	$9,450.00
5	6" Cured-In-Place Pipe	550	LF	$39.50	$21,725.00
6	8" Cured-In-Place Pipe	2,094	LF	$30.25	$63,343.50
7	Clean and Televise 6" Pipe	550	LF	$5.00	$2,750.00
8	Clean and Televise 8" Pipe	2,094	LF	$2.95	$6,177.30
9	Root Cutting in Sanitary Sewer Main	1,000	LF	$1.25	$1,250.00
10	Service Reinstatement	49	EA	$75.00	$3,675.00
11	Adjust Manhole to Grade	2	EA	$2,310.00	$4,620.00
12	New Manhole Ring and Cover	2	EA	$1,942.50	$3,885.00
13	Seeding, Fertilizer and Mulch	1	LS		$7,875.00
TOTAL GROUP A					$155,860.80

GROUP B - STORM SEWER LINING					
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**
1	Mobilization	1	LS		$10,912.50
2	Bonding and Insurance	1	LS		$3,263.00
3	18" RCP, Class III	50	LF	$246.75	$12,337.50
4	18" Cured-In-Place Pipe	614	LF	$95.00	$58,330.00
5	Clean and Televise 18" Pipe	614	LF	$5.00	$3,070.00
6	Remove Pavement	111	SY	$57.75	$6,410.25
7	7" Concrete Pavement	111	SY	$141.75	$15,734.25
TOTAL GROUP B					$110,057.50

TOTAL GROUPS A & B	$265,918.30

Item #5

Bridge Approach Bids

March 4, 2026

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

RE: Bennington Rd. Bridge Repairs
Bennington, NE
JEO Project No. 251614.00

Dear Mr. Adams and Council Members:

On March 3, 2026, six bids were received for the Bennington Rd. Bridge Repair project. JEO has conducted a review of the bids that were received. The bids received are recorded on the attached bid tabulation form. In JEO's opinion, the bids received were competitive and reasonable given the current bidding environment.

In review of the bids, Brink Building Group, LLC. of Omaha, NE is the lowest bidder with a bid of $146,575.00. JEO's opinion of construction cost was approximately $210,000. We have checked references provided by Brink Building Group, LLC, and have received favorable feedback. Based on this information, JEO recommends awarding the project to Brink Building Group, LLC. Should you have any questions, do not hesitate to reach me by phone at 402.443.8007 or by email at jogden@jeo.com.

Sincerely,

Julie Ogden, PE
Project Manager

Enclosure (1)

Bid Tab

PROJECT | Bennington Rd. Bridge Repairs

JEO PROJECT NO. | 251614.00

LOCATION | Bennington, Nebraska

LETTING | March 3, 2026 @ 1:15 PM

OPINION OF PROBABLE COST | $210,000

Bidder	Total Group 6
Brink Building Group Omaha, NE	$146,575.00
M.E. Collins Contracting Co., Inc. Wahoo, NE	$162,910.00
General Excavating, Inc. Lincoln, NE	$169,800.00
JMN Construction LLC Valley, NE	$184,675.00
MC Wells Contracting LLC Omaha, NE	$191,905.00
High Plains Structural Group Lincoln, NE	$204,443.00

Tab Sheet

PROJECT | Bennington Rd. Bridge Repairs

JEO PROJECT NO. | 251614.00

LOCATION | Bennington, Nebraska

				Brink Building Group		M.E. Collins Contracting	
GROUP 6 - BRIDGE ITEMS							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$15,000.00		$16,116.00
2	Preparation of Bridge	1	LS		$27,000.00		$24,337.00
3	Abutment No. 1 Excavation	1	LS		$5,000.00		$3,151.50
4	Abutment No. 2 Excavation	1	LS		$5,000.00		$3,151.50
5	Class 47BD-4000 Concrete for Bridge	2.2	CY	$1,000.00	$2,200.00	$3,509.00	$7,719.80
6	Epoxy Coated Reinforcing Steel	715	LB	$3.00	$2,145.00	$4.00	$2,860.00
7	Concrete for Pavement Approaches Class 47BD-4000	57.8	CY	$600.00	$34,680.00	$644.00	$37,223.20
8	Epoxy Coated Steel for Pavement Approaches	19,350	LB	$2.00	$38,700.00	$2.50	$48,375.00
9	Granular Backfill	75	CY	$90.00	$6,750.00	$86.00	$6,450.00
10	Subsurface Drainage Matting	60	SF	$20.00	$1,200.00	$105.80	$6,348.00
11	Temporary Traffic Control	1	LS		$8,000.00		$6,314.00
12	5" Concrete Class 47B-3500	9	SY	$100.00	$900.00	$96.00	$864.00
TOTAL GROUP A					$146,575.00		$162,910.00

General Excavating		JMN Construction		MC Wells Contracting		High Plains Structural Group	
Unit Price	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	$20,000.00		$15,000.00		$19,000.00		$20,400.00
	$17,000.00		$42,000.00		$30,000.00		$23,000.00
	$3,000.00		$6,000.00		$7,500.00		$5,000.00
	$3,000.00		$6,000.00		$7,500.00		$5,000.00
$3,700.00	$8,140.00	$5,450.00	$11,990.00	$1,500.00	$3,300.00	$3,500.00	$7,700.00
$13.00	$9,295.00	$5.20	$3,718.00	$10.00	$7,150.00	$9.00	$6,435.00
$650.00	$37,570.00	$715.00	$41,327.00	$600.00	$34,680.00	$785.00	$45,373.00
$2.00	$38,700.00	$1.90	$36,765.00	$3.00	$58,050.00	$3.50	$67,725.00
$65.00	$4,875.00	$95.00	$7,125.00	$185.00	$13,875.00	$80.00	$6,000.00
$240.00	$14,400.00	$100.00	$6,000.00	$50.00	$3,000.00	$58.00	$3,480.00
	$11,300.00		$6,500.00		$6,500.00		$10,550.00
$280.00	$2,520.00	$250.00	$2,250.00	$150.00	$1,350.00	$420.00	$3,780.00
	$169,800.00		$184,675.00		$191,905.00		$204,443.00

**corrected

Item #6

Bridge Materials Testing

Proposal for Material Testing Services
Bennington Road Bridge Repair
158th & Bennington Road
Bennington, Nebraska
February 4, 2026

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES – MATERIALS TESTING

Material testing on this project may consist of the following services:

1. Test concrete materials and make cylinders
2. Appurtenant laboratory tests on concrete cylinders
3. Engineering consultation, reports, and project management

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at $2,202.

EXHIBITS

Exhibit A - Unit Rate Schedule
Exhibit B - General Conditions (JEO MSA)

THIELE GEOTECH, INC.

By: _____

Bob Matlock
bmatlock@thielegeotech.com
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171

CLIENT: _____

By: _____ Date: _____

Name: _____

Email: _____

Address: _____

City, State: _____

Phone: _____

Accounts Payable Contact:

_____

Accounts Payable Email:

_____

COST ESTIMATE
Bennington Road Bridge Repair

Description	Estimated Quantity	Unit Rate	Estimated Cost
Approach Concrete Replacement (assumes 4 PCC placements)			
Trip Charge - Zone 1 Metro Area (/trip)	8.0	88.00	704.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	4.0	124.00	496.00
Cast Additional Cylinder (ea.)	8.0	15.00	120.00
Compressive Strength of Cylinder (ea.)	24.0	27.00	648.00
Senior Project Engineer (/hr.)	1.0	234.00	234.00
		Total	2,202.00

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, terminate further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Client will bill TG invoices to their client within 20 days of receipt of invoice from TG unless client provides notice of questions/concerns with invoice. Client agrees to pay Thiele Geotech for services on submitted invoices within 10 days of receipt of payment from client.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to the amount of the applicable insurance coverage. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

12. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

13. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

14. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

15. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

Item #7

Street Patching Bids

Bid Tab

PROJECT | 2026 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

LETTING | March 3, 2026 @1:30 PM

Bidder	Total Group A	Unit Price Alternate No. 1	Unit Price Alternate No. 2	Bid Bond Provided
TR Construction LLC	*$56,322.08*	$10.00	$27.00	Bond
Armodus LLC	$56,369.00	$8.00	$10.00	**NONE**
H&R Construction	$63,199.75	$8.00	$10.70	Check
ME Collins Contracting Co	$76,144.14	$9.10	$12.80	Bond
Thriller Concrete	$297,420.00	$230.60	$360.00	Check

Italicized text indicate an updated total from that read aloud at bid opening

Tab Sheet

PROJECT | 2026 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

				TR Construction, LLC		Armodus LLC	
GROUP A - Concrete Patching							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$1,000.00		$500.00
2	Remove Pavement	604	SY	$15.75	$9,514.58	$10.00	$6,041.00
3	Remove Concrete Sidewalk	0	SF	$3.00	$0.00	$1.50	$0.00
4	8" Concrete Pavement for Patching	604	SY	$75.00	$45,307.50	$80.00	$48,328.00
5	9" Concrete Pavement for Patching	0	SY	$85.00	$0.00	$88.00	$0.00
6	10" Concrete Pavement for Patching	0	SY	$95.00	$0.00	$96.00	$0.00
7	7" Driveway Pavement, 47B-3500	0	SY	$70.00	$0.00	$80.00	$0.00
8	8" Driveway Pavement, 47B-3500	0	SY	$75.00	$0.00	$82.00	$0.00
9	24" to 36" Concrete Curb and Gutter	0	LF	$40.00	$0.00	$65.00	$0.00
10	4" Concrete Sidewalk	0	SF	$6.00	$0.00	$8.00	$0.00
11	Detectable Warning Panels	0	SF	$30.00	$0.00	$30.00	$0.00
12	Curb Inlet Cover, Remove and Replacement (L = 15')	0	EA	$5,000.00	$0.00	$3,400.00	$0.00
13	Curb Inlet Cover, Remove and Replacement (L = 13')	0	EA	$4,500.00	$0.00	$3,200.00	$0.00
14	Temporary Traffic Control Measures	1	LS		$500.00		$1,500.00
TOTAL GROUP A					$56,322.08		$56,369.00

ALTERNATE BID ITEM							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit**	**Total**
1	Each additional 1" of Concrete Pavement, 47B-3500 for pavement patching	0	SY	$10.00	$0.00	$8.00	$0.00
2	Change any Pavement to HE Concrete Pavement	0	SY	$27.00	$0.00	$10.00	$0.00

Tab Sheet

PROJECT | 2026 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

				H & R Construction		ME Collins Contractng	
GROUP A - Concrete Patching							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$2,500.00		$7,880.00
2	Remove Pavement	604	SY	$12.50	$7,551.25	$14.70	$8,880.27
3	Remove Concrete Sidewalk	0	SF		$0.00	$4.20	$0.00
4	8" Concrete Pavement for Patching	604	SY	$85.00	$51,348.50	$90.70	$54,791.87
5	9" Concrete Pavement for Patching	0	SY	$94.00	$0.00	$106.10	$0.00
6	10" Concrete Pavement for Patching	0	SY	$112.00	$0.00	$115.10	$0.00
7	7" Driveway Pavement, 47B-3500	0	SY	$82.00	$0.00	$87.80	$0.00
8	8" Driveway Pavement, 47B-3500	0	SY	$94.00	$0.00	$96.50	$0.00
9	24" to 36" Concrete Curb and Gutter	0	LF	$47.00	$0.00	$58.30	$0.00
10	4" Concrete Sidewalk	0	SF	$8.50	$0.00	$7.20	$0.00
11	Detectable Warning Panels	0	SF	$38.00	$0.00	$36.40	$0.00
12	Curb Inlet Cover, Remove and Replacement (L = 15')	0	EA	$3,800.00	$0.00	$4,909.00	$0.00
13	Curb Inlet Cover, Remove and Replacement (L = 13')	0	EA	$7,600.00	$0.00	$4,909.00	$0.00
14	Temporary Traffic Control Measures	1	LS		$1,800.00		$4,592.00
TOTAL GROUP A					$63,199.75		$76,144.14

ALTERNATE BID ITEM							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit**	**Total**
1	Each additional 1" of Concrete Pavement, 47B-3500 for pavement patching	0	SY	$8.00	$0.00	$9.10	$0.00
2	Change any Pavement to HE Concrete Pavement	0	SY	$10.70	$0.00	$28.00	$0.00

Tab Sheet

PROJECT | 2026 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

				Thriller Concrete			
GROUP A - Concrete Patching							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$100.00		
2	Remove Pavement	604	SY	$62.90	$38,000.00		$0.00
3	Remove Concrete Sidewalk	0	SF	$3.00	$0.00		$0.00
4	8" Concrete Pavement for Patching	604	SY	$424.30	$256,320.00		$0.00
5	9" Concrete Pavement for Patching	0	SY	$315.00	$0.00		$0.00
6	10" Concrete Pavement for Patching	0	SY	$350.00	$0.00		$0.00
7	7" Driveway Pavement, 47B-3500	0	SY	$245.00	$0.00		$0.00
8	8" Driveway Pavement, 47B-3500	0	SY	$270.00	$0.00		$0.00
9	24" to 36" Concrete Curb and Gutter	0	LF	$50.00	$0.00		$0.00
10	4" Concrete Sidewalk	0	SF	$8.00	$0.00		$0.00
11	Detectable Warning Panels	0	SF	$250.00	$0.00		$0.00
12	Curb Inlet Cover, Remove and Replacement (L = 15')	0	EA	$4,000.00	$0.00		$0.00
13	Curb Inlet Cover, Remove and Replacement (L = 13')	0	EA	$7,000.00	$0.00		$0.00
14	Temporary Traffic Control Measures	1	LS		$3,000.00		
TOTAL GROUP A					$297,420.00		$0.00

ALTERNATE BID ITEM							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit**	**Total**
1	Each additional 1" of Concrete Pavement, 47B-3500 for pavement patching	0	SY	$230.60	$0.00		$0.00
2	Change any Pavement to HE Concrete Pavement	0	SY	$360.00	$0.00		$0.00

Item #8

Resolution 2026-01

Personnel Manual Amendments

CITY OF BENNINGTON
RESOLUTION NO. 2026-01

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, AMENDING SECTIONS II, VI, AND XIII OF THE CITY OF BENNINGTON PERSONNEL MANUAL REGARDING RECRUITMENT AND SELECTION OF EMPLOYEES, USE OF CITY PROPERTY, AND POLICIES.

WHEREAS, the City of Bennington Personnel Manual was originally adopted on May 12, 2008 and the City did therein establish standards, procedures, and requirements with regard to City employees; and

WHEREAS, the City of Bennington Personnel Manual was updated on October 10, 2022 via the incorporation therein of previously adopted amendments and revisions; and

WHEREAS, it is now desired by the City's Mayor and Council to amend the City of Bennington Personnel Manual so as to amend Sections II, VI, and XIII regarding recruitment and selection of employees, use of city property, and policies.

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

1. That Section II of the City of Bennington's Personnel Manual regarding recruitment and selection of employees, be amended as follows:

II. RECRUITMENT AND SELECTION OF EMPLOYEES

The City seeks qualified applicants to fill position vacancies through active recruitment methods. In order to make the greatest number of applicants aware of vacancies occurring in City employment, the City Clerk may, when so authorized by the Mayor, advertise in the local newspaper.

Selection for City positions is determined by the Mayor and City Council. Depending on the nature and status of the position or when the vacancy occurs, examinations and interviews may be held to determine the candidate best suited to fill the City vacancy.

Appointive positions shall be filled in the manner as prescribed by state statute and City ordinance. Appointive positions are: City Administrator/Clerk/Treasurer, Police Chief, and Public Works Director.

A. Types of Employment

There are five (5) general types of employment for positions in the City organization. These include:

1. Temporary/Seasonal – Refers to employees hired to work for a limited period of time, for the duration of a specific task or function or employees who have averaged

less than ~~sixteen (16)~~ twelve hours (12) hours of work per week in the prior fiscal year or have not worked during thirty-six (36) or more work weeks in the prior fiscal year.

2. Full Time – Refers to employees working not less than forty (40) hours per week.
   Exempt full time employees are those that receive an annual salary and are not eligible for overtime benefits. Non-exempt employees are those that receive an hourly salary and are eligible for overtime benefits.

3. Part-time – Refers to employees who have averaged ~~sixteen (16)~~ twelve (12) hours or more per week in the prior fiscal year, but less than forty (40) hours per week, and have worked during thirty-six (36) or more work weeks during the prior fiscal year.

4. Acting Appointment – Refers to an appointment of a City employee to fill temporarily, a position for which an employee is being sought, when the employee is on leave, or when the position is otherwise vacant.

5. Introductory – During the initial six (6) months, an employee shall be subject to close review. An introductory employee may be discharged by the Mayor at any time during the introductory period, or the extended introductory period without benefit of appeal.

2. That Section VI of the City of Bennington Personnel Manual regarding use of public property, be amended as follows:

VI. USE OF CITY PROPERTY

No City elected or appointed official or employee shall use or permit any City employees to use any City owned vehicles, buildings, equipment, materials, or property for personal convenience or profit or political purposes. Any such use shall constitute a violation of City policy and may result in disciplinary action, including termination, civil liability, and/or criminal prosecution, as appropriate.

A. Telephones

City telephones, including City issued cellular telephones, are provided for official business only and personal business shall be kept to an absolute minimum.

All citizen calls shall be addressed professionally, promptly and courteously. If an employee is unable to answer a question or handle a complaint, transfer the call to someone who can, or take their name and phone number and find out the answer to the citizen's inquiry and call them back. Impressions formed by telephone communications are often long-term impressions. All employees are expected to respond accordingly.

B. Use of Vehicles, Equipment, Tools and Supplies

~~Employees shall be responsible for proper operation and care of City vehicles, equipment, tools and supplies. The following guidelines are provided regarding use of these resources.~~

The purpose of this policy is to establish standards for the appropriate, safe, and responsible use of City-owned vehicles, equipment, tools, and supplies. As representatives of the City of Bennington, employees are expected to exercise proper care, ensure security, and demonstrate accountability in the use of all City property.

All employees are responsible for the proper operation, storage, and maintenance of City vehicles, equipment, tools, and supplies. Misuse, negligence, or unauthorized personal use may result in disciplinary action, financial liability, or both.

~~1. The use of any City owned vehicle for personal use is prohibited. City vehicles shall not be used to transport anyone other than City employees. City owned vehicles may only be used for official City business.~~

~~2. Any City employee who drives a City owned vehicle must have a valid Nebraska driver's license, which must be on his person when driving. All traffic violations are the personal responsibility of the operator.~~

~~3. Any accident involving a City owned vehicle (Police, Public Works, Park) will be reported immediately to the Police Department. An accident form will be filled out at that time and given to the City Clerk. The Mayor shall be notified of all property accidents with $500 or more damage and all personal injury accidents that require a visit to the emergency room or a doctor's office.~~

~~4. All City equipment must be secured and locked when not in use. Vehicles and equipment shall be stored inside buildings whenever possible.~~

~~5. In using City vehicles, employees must keep in mind the fact that they are representatives of the City and their conduct shall meet the highest standard of safety and courtesy on the road.~~

~~6. Employee's may be held liable for the loss or repair of City vehicles and equipment which is caused by improper storage or use. Employee liability will be determined by a Board of Review made up of the Mayor, two Section Chiefs and the President of the City Council.~~

1. Authorized Use Only

City vehicles and equipment shall be used solely for official City business. Personal use of City vehicles is strictly prohibited. City vehicles may not be used to transport individuals who are not City employees or officials, unless explicitly authorized for City purposes (e.g., public service transport, emergency response).

2. Driver Licensing and Compliance

Any employee operating a City-owned vehicle must possess a valid Nebraska driver's license appropriate for the vehicle being operated. Drivers must always carry their license while

operating City vehicles. All traffic citations, fines, or violations incurred while operating a City vehicle are the personal responsibility of the driver and must be reported to their supervisor immediately.

3. Accident Reporting
Any accident involving a City vehicle, regardless of severity, must be reported immediately to the Police Department. A City Accident Report Form must be completed and submitted to the City Clerk as soon as possible. The Mayor must be notified of all accidents resulting in property damage of $500 or more, and any personal injury requiring treatment at an emergency room or medical clinic.

4. Storage and Security of Equipment
All City equipment and tools must be properly secured and locked when not in use. City vehicles and larger equipment shall be stored indoors, when possible, to protect from weather and unauthorized access. Keys must be removed from unattended vehicles and stored in designated secure locations.

5. Employee Conduct While Operating City Vehicles
Employees operating City vehicles represent the City and must uphold the highest standards of professionalism, safety, and courtesy. Reckless, distracted, or unsafe driving is strictly prohibited and may result in disciplinary action.

6. Employee Liability
Employees may be held financially responsible for damage, loss, or repairs to City vehicles, equipment, or tools if caused by negligence, improper use, or failure to secure or store City property appropriately. Determinations of employee liability shall be reviewed by the Mayor and/or the City Council President.

Violation of this policy may result in disciplinary action, up to and including suspension or termination, as outlined in the City's Personnel Manual. Criminal misuse of City property may also be referred to law enforcement.

C. Distracted Driving

The City has a vital interest in maintaining a safe, healthy and efficient working environment for its employees. This includes a safe and appropriate environment while traveling on City business and while driving City vehicles. Distracted driving is a serious safety risk, not only to the driver but also to other occupants in the vehicle, other vehicles on the road, and pedestrians.

In order to reduce the risks associated with distracted driving, certain conduct is prohibited while driving a City owned motor vehicle or while driving a personal vehicle while on City business, including:

1. Using cell phones (including hands free),
2. Operating laptops, tablets, portable media devices, GPS devices, and
3. Reading maps or any type of document, printed or electronic.

City employees while driving on City business and while driving City vehicles, must pull over safely to the side of the road or to another safe location before operating electronic devices, checking messages, returning or answering or making cell phone calls, text messaging, emailing, reading maps for directions, or programming/resetting GPS devices.

A violation hereof will subject the City employee to disciplinary action up to and including termination.

D. City Property Inventory

The purpose of this policy is to ensure responsible management, accountability, and safeguarding of all property owned by the City. This policy requires each Department Head to maintain an accurate and up-to-date inventory of assets under their jurisdiction.

This policy applies to all departments, divisions, and offices under the authority of the City, including but not limited to:

- Public Works
- Library
- Police
- Administration

1. Definitions

City Property: Any tangible or intangible item owned, leased, or controlled by the City, including vehicles, equipment, tools, furniture, electronics, and infrastructure. Inventory: A detailed and regularly updated record of City property including item description, location, serial number, condition, acquisition date, and value.

2. Inventory Maintenance

Each Department Head must:
Maintain a comprehensive inventory of all City property valued at or above $300 or deemed critical for operations. Update inventory records within thirty (30) days of acquisition, transfer, loss, or disposal of property.

3. Annual Inventory Report

Department Heads must submit an Annual Inventory Report to the City Clerk when requested.
The report must include an inventory list with asset details, notes on changes (additions, disposals, losses), and certification of accuracy.

4. Verification

The City may conduct periodic audits to verify inventory records. Departments must cooperate with internal or external auditors during inspections or reviews.

5. Roles and Responsibilities

Department Heads shall maintain and certify department inventory, report changes, and ensure compliance. City Treasurer shall track asset depreciation and valuations as needed. City Clerk and/or City Administrator shall maintain central records, coordinate audits, provide guidance.

6. Compliance
Failure to comply with this policy may result in:
Administrative review. Disciplinary action per City Personnel Manual. Referral to legal authorities in cases of negligence or misconduct.

3. That Section XIII of the City of Bennington Personnel Manual regarding policies, be amended as follows:

XIII. POLICIES

A. Code of Conduct for Government Service

All elected or appointed officials, officers or employees of the City shall ensure a respectful, professional, and productive working environment throughout the City. City employees and representatives are held to a high standard of conduct. Excessive idle chatter, spreading of rumors, and workplace gossip not only hinders performance and morale but may also damage the public's trust in municipal services.

1. Definitions
Idle Chatter: Non-essential, non-work-related conversation that is excessive or disruptive to the workplace. Rumors: Unverified, speculative, or misleading information circulated about City operations, personnel, or community matters. Gossip: Informal discussion, particularly about colleagues or leadership, that includes personal, sensitive, or potentially defamatory content and serves no official purpose.

2. Requirements
City employees are expected to communicate in a professional, courteous, and business-appropriate manner at all times during work hours and while representing the City. Conversations unrelated to municipal operations should be kept brief and not interfere with work responsibilities or disturb colleagues or the public. The dissemination of unverified information (rumors), speculation about City leadership, personnel matters, or confidential issues is strictly prohibited. Gossip that targets the personal lives, reputations, or work performance of coworkers, supervisors, elected officials, or members of the public is not acceptable and may constitute a violation of the City's Code of Conduct. Supervisors are expected to address concerns related to idle chatter, gossip, or rumors proactively and professionally. Any employee who feels impacted by gossip, rumors, or idle chatter is encouraged to report the concern through their supervisor, department head, or City Administrator.

3. Responsibilities
Employees are expected to conduct themselves in a manner that reflects integrity, confidentiality, and professionalism consistent with municipal employment. Supervisors and Department Heads are responsible for promoting a culture of respect, addressing inappropriate behaviors, and enforcing this policy consistently. City Administration will support education and enforcement of this policy and investigate reported violations in accordance with City procedures.

4. Violations and Disciplinary Action
Violations of this policy may result in corrective or disciplinary action consistent with the City's disciplinary procedures, up to and including termination of employment. Factors such as intent, impact, and frequency of behavior will be considered when determining appropriate consequences.

5. Reporting Procedures
Employees who witness or are impacted by gossip, rumors, or idle chatter are encouraged to report concerns to their supervisor or the City Administrator. Reports will be handled promptly and, to the extent possible, confidentially. Retaliation for reporting concerns in good faith is strictly prohibited.

~~**A. Code of Ethics for Government Service**~~
~~An employee should not have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his/her duties in the public interest.~~

~~An employee shall not use or attempt to use his/her official position to secure unwarranted privileges or exceptions for himself or others.~~

~~Employees will conduct themselves so as not to give reasonable basis for the impression that any person can improperly influence them in the performance of their official duties, or that they are improperly affected by the kinship, rank, position or influence of any party or person. This shall not prohibit political activity allowed by law.~~

~~Employees shall not accept favors, services or gifts of value or loans from any persons doing business with the City.~~

B. Code of Ethics for Government Service
Employees of the City are expected to uphold the highest standards of integrity, impartiality, and responsibility. The following ethical principles shall guide employee conduct in all official duties.

1. Conflict of Interest
Employees shall not hold any financial or personal interest, directly or indirectly, nor engage in any business, transaction, or professional activity, nor incur any obligation that conflicts, or appears to conflict, with the impartial and faithful discharge of their official responsibilities in the public interest.

2. Misuse of Position
Employees shall not use, or attempt to use, their official position, authority, or influence to secure unwarranted privileges, benefits, or exceptions for themselves, family members, friends, or others.

3. Impartiality and Influence

Employees shall conduct themselves in a manner that fosters public confidence in the integrity of municipal government. They must avoid any actions that give a reasonable impression that personal relationships, kinship, rank, or political influence could improperly affect their judgment or decision-making. Nothing in this section shall restrict political activities that are permitted by law.

4. Gifts and Gratuities

Employees shall not solicit, accept, or receive any gifts, favors, services, or loans of value from individuals, companies, or organizations that have, or seek to have, business dealings with the City, where such acceptance may appear to improperly influence the employee's official actions or create a conflict of interest.

C. Equal Opportunity

It is the policy of the City, in compliance with Title VII of the Civil Rights Act as amended, Americans with Disabilities Act, related federal legislation, and applicable state Fair Employment Acts, to provide equal employment opportunities for all qualified persons, and to prohibit discrimination in employment because of race, creed, color, sex, disability, marital status, national origin, military status or age, except where sex, disability or age is a bona fide occupational qualification.

~~It is the policy of the City not only to conform to applicable laws and regulations but also to make every good faith effort to expand and strengthen employment-related activities by taking affirmative action in compliance with Executive Order 11246.~~

This policy shall extend to all categories of employees and apply to all employment-related activities including: recruitment, hiring, promotion, demotion, layoff, recall, compensation, benefits, termination, and selection for training opportunities.

The Mayor is responsible for the City's compliance with fair employment related laws, regulations and Executive Orders.

~~**A. Sexual Harassment**~~

~~It is the policy of the City to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. The purpose of this Section is to establish clearly and unequivocally that the City prohibits sexual harassment by any of its officials and employees.~~

~~Sexual harassment is a form of misconduct which interferes with work productivity and wrongfully deprives employees of the opportunity to work and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law. For more detailed information, a copy of Section 703 of Title VII of the U.S. Equal Employment Opportunity Commission shall be maintained on file at the City Clerk's office for reference.~~

D. Sexual Harassment

The City is committed to maintaining a workplace where all employees, officials, and members of the public are treated with dignity and respect. It is the policy of the City to provide a work environment that is free from sexual harassment in any form. This includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature that may affect an individual's employment, interfere with their work performance, or create a hostile, intimidating, or offensive work environment.

Sexual harassment is unlawful, unprofessional, and strictly prohibited. The City enforces a zero-tolerance policy for sexual harassment, whether committed by elected or appointed officials, department heads, supervisors, co-workers, contractors, or members of the public interacting with City personnel.

Sexual harassment is a form of sex discrimination and is illegal under both federal and state law. It may include, but is not limited to:

- Unwelcome sexual advances or flirtation.
- Requests for sexual favors, whether explicit or implied.
- Verbal conduct of a sexual nature (e.g., lewd comments, sexual jokes, slurs, or innuendos).
- Physical conduct (e.g., touching, assault, or impeding movement).
- Displaying or sharing sexually suggestive or explicit content, including images, emails, texts, or other materials.
- Making employment decisions (e.g., hiring, promotion, termination) based on submission to or rejection of sexual conduct.
- Retaliation against an individual for reporting sexual harassment or participating in an investigation.

Sexual harassment can occur between individuals of any gender and regardless of authority or rank.

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964, as enforced by the U.S. Equal Employment Opportunity Commission (EEOC). A copy of Section 703 of Title VII is available for review in the City Clerk's Office.

Employees who believe they have been subjected to sexual harassment—or who have witnessed such conduct—are encouraged to report the behavior immediately to their supervisor, Department Head, or the City Administrator. Reports may be made verbally or in writing and will be treated seriously and confidentially to the extent possible.

Retaliation against individuals who report harassment or participate in an investigation is strictly prohibited and will result in disciplinary action.

All allegations of sexual harassment will be investigated promptly, impartially, and thoroughly. Appropriate corrective or disciplinary action will be taken when warranted, up to and including termination of employment.

~~**D. Drug Free Work Place**~~

~~The City has a vital interest in maintaining safe and efficient working conditions for its employees. Being impaired as a result of the use of drugs or alcohol may pose serious safety and health risks not only to the user but to all employees who work with the user. The possession, use or sale of an illegal drug or alcohol in the work place poses unacceptable risks for safe and efficient operations and is prohibited.~~

~~The City recognizes that its own health and future are dependent upon the physical and mental health of its employees. Accordingly, it is the City's right, obligation and intent to maintain a safe and efficient working environment for all of its employees.~~

~~The City's group health plans contain provisions for treatment of employees and their covered dependents who seek assistance for alcohol or drug abuse.~~

~~All offers of employment shall be subject to the satisfactory completion of a physical and drug test completed by a physician selected by the City.~~

E. Drug Free Workplace

The City is committed to providing a safe, healthy, and productive work environment for all employees, residents, and the public we serve. The use of illegal drugs, the misuse of legal substances, or the use of alcohol in the workplace undermines this commitment and poses serious safety, health, and performance risks.

To that end, the City maintains a drug-free workplace and strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or alcohol on City premises, in City vehicles, during work hours, or while performing any official duties.

Employees are required to:
Abide by the terms of this Drug-Free Workplace Policy. Notify their supervisor or Department Head immediately, of any incident or arrest involving alcohol, drugs, recreational or controlled substances, or any controlled substances not lawfully prescribed. Use prescription or over-the-counter medications responsibly and notify a supervisor if such medication may impair job performance or safety.

Employees shall not:
Use, possess, distribute, sell, or be under the influence of illegal drugs or alcohol during working hours or while on City property. Report to work or be on duty while impaired by alcohol, prescription drugs used improperly, or any controlled substance not lawfully prescribed to the employee. Abuse over the counter or prescription medications that impair performance or safety.

Violations of this policy may result in disciplinary action, up to and including termination of employment, in accordance with the City's disciplinary procedures. Circumstances may also warrant referral to law enforcement agencies.

The City's group health plans contain provisions for the treatment of employees and their

covered dependents who seek assistance for alcohol or drug abuse.

All offers of employment shall be subject to the satisfactory completion of a physical and drug test completed by a physician selected by the City.

To protect the safety, health, and welfare of employees and the public, the City reserves the right to require an employee to undergo drug and/or alcohol testing when there is a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, on City property, or while operating City equipment or vehicles. This will be enforced by the appropriate Department Head and/or City Administrator.

1. Definition of Reasonable Suspicion

"Reasonable suspicion" is based on specific, observable facts and rational inferences drawn from those facts. Indicators may include, but are not limited to:

- Slurred speech, unsteady gait, or impaired motor coordination.
- Erratic behavior, confusion, or unusual or inappropriate behavior.
- Noticeable odor of alcohol or drugs on the employee's breath, clothing, or body.
- Direct observation of drug use or possession.
- Accidents or near-misses involving the employee.
- Deterioration in work performance or appearance when inconsistent with normal behavior.
- Statements made by the employee or reliable reports from witnesses.

Supervisors are responsible for documenting observed behavior and reporting concerns to the City Administrator before any testing is authorized.

2. Testing Procedure

- The employee will be transported to a designated medical facility or testing site selected by the City.
- Testing will be conducted in accordance with applicable federal and state laws to ensure accuracy, confidentiality, and chain-of-custody standards.
- Refusal to submit to testing, attempts to tamper with test results, or failure to cooperate may result in disciplinary action, up to and including termination.

3. Post-Test Action

Pending the results of the test, the employee may be placed on paid or unpaid administrative leave. If the test result is positive, the City will take appropriate action consistent with its disciplinary policy, up to and including termination. The City may also require the employee to undergo a substance abuse evaluation and complete a return-to-work agreement if appropriate.

F. Plaques, Certificates and Awards

The City may expend public funds for plaques, certificates of achievement or appreciation, or related items of value, to be awarded to elected or appointed officials, employees, or volunteers, including persons serving on City boards or commissions, who are ending their service to the City. The dollar limit on the value of any such plaque, certificate of achievement or appreciation, or related item of value to be so awarded, shall be $250.00.

PASSED AND APPROVED this _____ day of _____, 2026.

ATTEST:

_____
City Clerk Mindi Laaker

CITY OF BENNINGTON, NEBRASKA

By: _____
Mayor Clint Adams

Item #9

Soccer Club

Use Agreement

CITY OF BENNINGTON/BENNINGTON SOCCER CLUB AGREEMENT

This Use Agreement is entered by and between the City of Bennington (hereinafter "City") and the Bennington Soccer Club, a Nebraska non-profit corporation (hereinafter "BENSC").

The parties agree as follows:

1. Premises. This Use Agreement is for the Bennington soccer fields, known as Johns Bohn Park, located within the City of Bennington and Soccer field #1 in Neumeyer Farms Park.

2. Term. The term of this Agreement is one (1) year, commencing March 31, 2026 and ending on March 31, 2027.

3. Improvements. BENSC shall be permitted to improve the Premises in a manner that is not detrimental to the Premises. BENSC shall obtain prior approval from the Public Works Director for any such improvements, which approval shall not unreasonably be withheld. If a dispute arises, it shall be referred to the Mayor. If a resolution is still not reached, it will be referred to the City Council for a final determination. Improvements does not refer to maintenance items such as placing dirt, rock, mulch or other general maintenance items (including painting and repair). BENSC is permitted to perform maintenance items without further approval.

4. Permitted Use. BENSC may use the Premises for purposes of BENSC-sponsored youth soccer practices and games between April 1st to October 31st during the term of this Agreement ("spring, summer academy, and fall soccer seasons"). During this time period, BENSC use shall take precedence over other organized youth soccer practices and games which may be sought to be conducted on or scheduled for the Premises at the same time. When BENSC practices and games are not being conducted, the Premises shall be available and open to public use the same as other City parks. City sponsored construction or City emergencies shall take precedence over BENSC uses.

The parties shall consult and cooperate with each other to resolve any conflicts in use. City and its representatives shall have free access to the Premises during BENSC's use of the Premises.

5. Responsibilities.

a. BENSC's Responsibilities. BENSC duties performed by Volunteer Citizens during the soccer season:

BENSC agrees to procure and pay the cost of the portable toilet at Johns-Bohn and Neumeyer Farms Park. Placement of the toilet will be agreed upon by BENSC, the Public Works Director and the toilet contractor.

Volunteers shall police the Premises on a nightly basis to pick up loose trash so that it is not mowed over by the City. BENSC is not responsible if a raccoon or other animal climbs into the trash cans overnight and removes trash or knocks over any trash cans. This also applies to high winds and weather or citizens

littering during the daytime. If it is time to mow, the City will need to pick up the trash as to not mow over it.

BENSC will apply fertilizer and weed/feed to the fields and common areas as needed to supplement the work performed by City. Said contractor must work and coordinate with the City to notify them when chemicals are used.

BENSC will work with the Public Works Director on the placement of goals for mowing during and after the respective seasons to make sure areas are rotated and mowed.

BENSC will be granted access to the Premises with vehicles for doing maintenance and upkeep of the premises, delivering supplies, etc.

BENSC shall inspect the Premises prior to each use to ensure that there are no unsafe conditions. If there are any unsafe conditions, BENSC shall promptly notify City and not use the Premises until City has corrected such conditions.

BENSC shall be responsible for providing all personnel necessary for its use of the Premises, including but not limited to field preparation personnel, umpires, and security or safety personnel. BENSC shall be responsible for the supervision and control of all persons during its use of the Premises, including the supervision and control of spectators. BENSC shall ensure that those present on the Premises during its use are provided a safe environment in which to play or watch a game and that the activities that occur are wholesome and consistent with good sportsmanship guidelines..

BENSC will be responsible for all field painting/marking on all soccer fields.

BENSC will be responsible for painting of all gravel parking lines on the east side parking lot at the main soccer complex.

BENSC will be responsible for the upkeep and maintenance of the shed located on the east side of the main parking lot.

BENSC will be responsible for the upkeep and maintenance of the Bennington Soccer Complex signs posted on the east and west ends of the main soccer complex.

b. <u>City Responsibilities.</u>

City will use their available equipment to grade and surface the parking lots prior to the respective spring and fall seasons to avoid large holes or other hazards.

City shall be responsible for maintaining the Premises, including mowing, fertilizing, weed eating, <u>trimming,</u> and all other responsibilities of ownership except as detailed herein outside the perimeter of the fields. Contractors will apply fertilizer and chemicals as needed to the fields themselves.

The City shall install the agreed-upon temporary fencing at the commencement of each season.

Because the location is situated within a designated floodway, temporary fencing may need to be removed in advance of, or during, severe weather events. In the event that removal becomes necessary during scheduled practices, games, or when BENSC has advance notice of an approaching storm, BENSC shall be responsible for promptly removing the temporary fencing and placing it in appropriate storage.

If removal is required at a time other than during scheduled practices or games, and BENSC is not reasonably available to perform such removal, the city shall remove the temporary fencing and place it in appropriate storage.

If temporary fencing requires reinstallation during City's regular business hours, BENSC may submit a request to the City for reinstallation, and the City shall reinstall the fencing within a reasonable time. Reinstallation required outside of the City's regular business hours, including evenings and weekends, shall be the responsibility of BENSC.

up the agreed upon temporary fencing at the start of each season. Due to the location being in a flood way if the need for it to be taken down arises during practice, game time or knowing the storm is coming, BENSC will be responsible for removing temporary fencing and storing. If the need arises outside of games, practice or BENSC having the ability, the City will take it down and put in storage. If there is a need for temporary fencing to be reinstalled during City business hours then BENSC can make request for City to put it back up. After hours and over weekend BENSC will be responsible to reinstall temporary fencing.

The City shall apply weed killer with their sprayer, or spray packs as needed. The City shall mow once a week on Wednesday in preparation for the weekly schedule. If weather does not allow a cutting on Wednesday, the City will mow at the soonest available time. At the request of the BENSC Fields and Facilities Director, the City shall mow a second time during the week at a rate agreed upon by both parties ($65). The second cutting would be most beneficial on Thursday or Friday of the week.

BENSC agrees to pay a one time payment of $390 to cover six additional mowings to be done prior to tournaments or as otherwise reasonably requested by BENSC.

The City shall empty all trash cans as needed into the dumpsters for pick up. If additional pick up of individual trash cans is needed, the City will pick up at their judgment.

6. Insurance and Indemnification.

   a. Insurance. City shall at all times during the term of this Agreement maintain and keep in effect at its own expense public- liability, property damage, employer's liability, and worker's compensation insurance in such amounts as City determines to be reasonably appropriate, insuring City and its officers, employees, and agents, against all liabilities for injuries and/or damages to persons or property arising from the negligence or omissions of City and its officers, employees, and agents in the performance of this Agreement. BENSC shall at all times during the terms of this Agreement maintain and keep in effect at its own expenses general liability in the amount of $1,000,000 and accident medical insurance in such amounts as City reasonably determines to be appropriate insuring BENSC and its officers, employees, agents, and volunteers against liabilities for injuries and/or damage to persons arising from the negligence of BENSC and its officers, employees, agents and volunteers. Further, BENSC shall insure that any contractor that it retains to perform work on the Premises shall have liability and workers' compensation insurance in an amount that City reasonably determines. Any such insurance policies shall specifically name City and BENSC as an additional insured, and the contractors shall furnish City and BENSC with a certificate of such policy.

   b. Indemnification. BENSC shall at all times indemnify, defend and hold harmless City and City's officers, employees, agents, and volunteers against all losses, claims, liabilities, costs or expenses (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property (including without limitation, BENSC's own property; the Premises and other property of City) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or in relation to BENSC's use of the Premises, to the extent that such injury or damage is caused by or arises out of or is incidental to BENSC's use of the Premises, or results from the negligence or willful misconduct of BENSC, its agents, servants, employees, invitees, or visitors.

7. Non-discrimination. City and BENSC shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability.

8. Assignment and Successors. BENSC shall not have the right to assign its rights or responsibilities under this Use. Agreement in whole or in part without the written consent of the City. The consent of City to any such assignment shall not relieve BENSC from any of its obligations or liabilities under this Use Agreement. This Use Agreement shall be binding upon the parties' successors.

9. Amendment. This Use Agreement may be amended, provided that such amendment is in writing and executed by both parties.

IN WITNESS WHEREOF, this Use Agreement has been executed by the duly authorized representatives of the parties on the dates set forth below.

CITY OF BENNINGTON

BY:_____
Clint Adams, Mayor

ATTEST:_____
Kevin Hand, Administrator

DATE:_____

BENNINGTON SOCCER CLUB

BY:_____
Justin Hughes, President

ATTEST:_____
Ratina Crawford, Treasurer

DATE:_____

Item #10

Website Proposals and Bids

Investment Breakdown

DISCOVERY, MANAGEMENT & DESIGN — $4,360.00

- Meetings & Collaboration with Creative/Development Team
- Sitemap Audit & Creation
- Website Content Review & Organization
- Homepage Mockup
- Internal Mockups, as needed

WEB DEVELOPMENT & PAGE POPULATION — $5,480.00

- Creation of Custom WordPress Theme
- Population of All Pages from Approved Sitemap
  - Development of Agenda & Minutes Feature
  - Police Department: Anonymous Info/Complaints (Form)
  - Enhanced WordPress Search
  - Online Payment Form w/Processor Integration (Authorize.net, Stripe, Square, or PayPal)
  - Alerts & Emergencies Opt-in (Requires 3rd Party E-mail/SMS Provider i.e. MailChimp)
- Launch Website on benningtonne.gov, .com redirect, and E-mail Migration to .gov
- Google Business Profile Audit & Optimization

Licenses:
– Online forms require annual license to Gravity Forms @ $78.00/year (Billed in June)
– WordPress Page Builder requires annual license to WPBakery @ $69.00/year (Billed in June)

WEB HOSTING, SECURITY & ACCESSBILITY — $159.90/month

- Dedicated Web Hosting Server w/99.99% Uptime Guarantee – $48.00/month
- 4096 bit Website Encryption / SSL Certificates – $22.00/month (Annual Billing Required)
- Daily Virus Scanning, Upgrading WordPress & Plugins & Country Blocking – $39.95/month
- Automated Web Accessibility for ADA & WCAG Compliance – $49.95/month
- Unlimited Website Updates & Maintenance (text, photos, videos) – $35.95/month (Optional)

TOTAL **$9,840.00 + $159.90/month**

3. Agreement

Our Offers

Website Project
$9,840.00

- ✓ Web Design
- ✓ Development

Website Project + Services
~~$9,840.00~~ $9,348.00
+ $159.90/month

- ✓ Web Design
- ✓ Development
- \+ Web Hosting
- \+ Security
- \+ Accessibility
- \+ Maintenance

Payment Options

✓ **Option 1**
100% Down and Receive 5% Discount

Option 2
50% down + 4 Monthly Installments

PROJECT COST W/OPTION 1 **$8,856.00**
When project will be completed (estimate) 16-20 Weeks from signed agreement

City of Bennington Proposed Pricing Townweb

Description	Price	Qty	Total
Website & Communication Platform Upgrade (one-time fee)			$1,500
☐ **Advanced Business Directory** not necessary			$200
Website Hosting and Website Maintenance			$600/year
Customer Support Plan - Unlimited 24x7 Tech Support			$300/year
Customer Support Plan - "White-Glove" Service via email and phone			$300/year
☐ **Town Web's Online Digital Solution - Bundle** • **HeyGov Pay** - Collect online payments (citizens' payment portal; utility billing reconciliation) • **HeyLicense** - Online digital forms (up to 12 forms and digital workflows) maybe • ~~**HeyReserve** - Online bookings for facility rentals (up to 12 venues)~~			$3,600/year
☑ **Branded Email Addresses** (with archiving)	$216/year	19 wow!	$4,104/year
☑ **Branded Email Addresses** (without archiving)	$108/year	1	~~$108/year~~
☐ **Premium ADA-Compliance Solution**			$600/year
☐ **Facebook Syndication**			$300/year
Domain Name Management			$20/year
TOTAL ANNUAL FEE			**$5,432**
TOTAL			**$6,932**

2024 2023 2022 2017
$4419 $4419 $1396 started

City of Bennington Signature Page

It is our commitment to ensure that the City of Bennington's online presence stands the test of time, making your website the ultimate tool for all your digital municipal needs today, and in the years to come. With our services, you can take pride in the fact that your residents, tourists, and visitors will never perceive your municipal services as outdated.

The duration of the contract is three years.
The 1st year's fee is $6,932.00.
The Website Upgrade fee is a one-time fee that will be invoiced after the proposal is signed.
It is due 15 days after invoicing.
The Annual Hosting Maintenance and Support fee will be invoiced on 11/1/2025.
The 2nd year's fee of $5,432.00 will be invoiced on 11/1/2026.
The 3rd year's fee of $5,432.00 will be invoiced on 11/1/2027. The contract will end on 11/1/2028.

By endorsing this quote, you unlock a comprehensive package detailed in the previous sections of the proposal. Here are the three key benefits tailored to meet your needs:

1. **Town Web's Website and Communication Platform**
   You will be providing your residents with unparalleled transparency in municipal decision-making. Keep them informed on vital topics, offering instant notifications about topics that interest them the most.
2. **Digital Transformation with Town Web**
   Town Web's Online Digital Solution stands as the most advanced platform for local government - with many more features yet to come. It facilitates payments from any funding source through any device, efficiently reducing the administrative workload for busy staff while catering to the convenience citizens demand. Your Digital Transformation team creates digital workflows and enables your licenses and forms to be filled - and submitted online. All while enabling online renting for your municipal facilities. Imagine saying "HeyGov" - and it's done.
3. **Your Public Communication Officer - Available 24x7**
   Enjoy the peace of mind that comes with round-the-clock technical support. You can rely on us for any website-related query or issue, accessible via call, email, chat message, or even Facebook Messenger. We go the extra mile, assisting with no additional charges, including posting or editing on their behalf, saving you valuable time and resources.
4. **A No-Cost Website Homepage Refresh Every Three Years - reach out to us if you want this option!**
   Before the third year of hosting expires, we initiate a meeting to explore fresh ideas for your site's redesign. Incorporating the latest design standards, we ensure your site remains modern, practical, and up-to-date, reflecting the evolution of design trends over the preceding three years.

SIGNATURE
Mindi Laaker

Mindi Laaker, City of Bennington, Clerk

To accept this quote, you can electronically sign it above, or sign and fax it to 321-600-9008. Once we have a signed copy, we will email you an invoice. Once the invoice is paid, your dedicated Account Manager Aleksandra will contact you to schedule the Onboarding meeting!

<-- *(click)* INCLUDED	WEBSITE DESIGN CONFIGURATION	*Standard Design*	
ADD-ONS ($350 Annually)			
	Facilities & Reservations [1]	☐	350
	Online Activities Registrations [2]	☐	
	Archive Center [3]	☐	
	Bid Postings [4]	☐	
	Blog Module [5]	☐	
	Jobs Module [6]	☐	
	Opinions Polls [7]	☐	
	Real Estate Locator [8]	☐	350
Design Enhancement			
	Standard Dept Header	2	
	Premium Dept Header	*How Many?*	
	Standard Subsite	1	
	Premium Subsite	*How Many?*	
	CivicPlus Payment Gateway [9]	☑	
Accessibility			
	AudioEye [10]	☐	
	DocAccess	☐	
<- *(click)* Software Options			
	311 Citizen Requests (SeeClickFix) [11]	☐	
	Process Automation & Digital Forms [1	☐	
	Mass Notifications [13]	☑	
	CivicSend (Newsletter Creation) [14]	☐	1
	Utility Billing	*Quote Upon Request*	
	Asset Management	*Quote Upon Request*	
	Community Development	*Quote Upon Request*	
	Codification	*Quote Upon Request*	
	Social Media Archiving	*Quote Upon Request*	
	NextRequest	*Quote Upon Request*	
	Recreation Management	*Quote Upon Request*	
	Agenda & Meetings Management	*Quote Upon Request*	

	Year 1 (One-Time + Annual)	Annually
Website	$5,302	$4,664
Add-Ons	$0	$0
Enhancements	$15,848	$5,029
Accessibility	$0	$0
Software Options	$6,100	$4,945
Invoicing Options	*Choose One*	
Total	**$27,250**	**$14,638**

[1] Allows residents to view availability and reserve public facilities online, streamlining bookings, reducing staff workload, and improving access to community spaces through a centralized, self-service reservation system.

[2] Enables residents to register and pay for programs, classes, and events online, simplifying enrollment, reducing manual processing, and improving participation through a convenient, secure registration experience.

[3] Provides long-term access to historical records, documents, and content. Supports transparency and compliance by preserving past information in a searchable, organized archive for public reference.

[4] Centralizes the publishing of bids, RFPs, and procurement opportunities. Improves vendor access, transparency, and compliance while reducing administrative effort through consistent, searchable bid management.

[5] Supports ongoing content publishing through articles and updates. Enables storytelling, thought leadership, and timely communication while improving engagement and search visibility across key topics and initiatives.

[6] Displays current employment opportunities in a centralized, searchable format. Simplifies recruitment, improves applicant access, and ensures job postings are current, visible, and easy to apply for online.

[7] Enables governments to gather resident feedback through online polls. Supports community engagement, data-informed decision-making, and transparent participation on policies, initiatives, or service priorities.

[8] Provides an interactive map-based tool to locate properties and parcels. Helps residents and businesses quickly access property information, zoning details, and geographic context through an intuitive search experience.

[9] CivicPlus Pay enables secure online payments for government services, fees, and fines, supporting multiple payment methods while ensuring PCI compliance, streamlined reconciliation, and a simple, reliable experience for both staff and residents.

[10] AudioEye provides automated and expert-managed web accessibility solutions that identify, fix, and maintain WCAG compliance, improving usability for people with disabilities while reducing legal risk and ensuring inclusive digital experiences.

[11] Enables residents to report issues and service requests online or via mobile. Streamlines intake, routing, and resolution tracking while improving transparency and responsiveness across departments.

[12] Automates workflows and replaces manual processes with digital forms. Improves efficiency, reduces errors, and accelerates service delivery through configurable routing, approvals, and data capture.

[13] Delivers urgent and non-emergency messages via voice, text, email, and app. Ensures timely, reliable communication during emergencies or critical updates, reaching residents quickly across multiple channels.

[14] Provides tools to create and send branded newsletters. Helps organizations communicate updates, promote initiatives, and engage audiences through targeted, professional email campaigns with measurable results.

ITEM #11

Library Report

Bennington City Council Meeting
March 9, 2026
Library Report

Bennington Public Library Board of Trustees Meeting
February 24, 2026
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
Please see the January statistical report for detailed program attendance and circulation data.
General Interest/All Ages

- **Winter Reading Challenge** had amazing results with engagement across all age categories. Here is the breakdown: Adults-49, Teens-48, Elementary (k-5)-140, Early Literacy (birth-5)-140.
- **Blind Date with a Book** has been another success with over 100 books checked out. We have had off the chart numbers for adults and middle elementary readers. Teen/YA reader participation is down this year.
- Staff created a **Black History Month** display and updated our Black History browser category in Aspen (OPAC/online catalog).
- We are looking forward to our second annual **Cat Café** with Felius this Saturday, February 28, 9:30 – 1:30 AM.
- We are at the 2-week countdown for the **Finding Gobi** event on Tuesday, March 10 at 6:00 PM.
- We are continuing with our collaboration with the Bennington Woman's Club by advertising, collecting, and displaying art for the **Nebraska GFWC District II Art Contest**. Natalie spearheaded all the promotions including the article by Marisa Dawson in the Bennington Buzz. Johnna has been tasked with the collection, organization and display of art entries.

Early literacy

- Johnna will be visiting Stratford Elementary, Yellow Brick Road Early Childhood Development Center, and Legacy School next week for their *Read Across America* celebrations.

Teen/Young Adult

- **Teen Tuesday** in March will feature book bag decorating-**Library Bag Bling-out**.
- The teens will be treated to a **Glow-in-the-Dark Easter Egg Hunt** on Friday March 27 at 6:00 PM.

Adult

- February's **Second Saturday Craft Circle** with Third Space Omaha featured an ***Intro to Garment Constructing*** class. Participants were provided with everything needed to create their own circle skirt. March Craft Circle will feature an ***Into to Quilting*** class.
- The ***Planning Your Garden for Seed Saving*** and ***Composting 101*** adult classes presented by The Big Garden were a huge hit with 19 adults in attendance.

- **Community Book Chat**, a new book club, will be introduced on March 9 at 6;00 PM, This adult program will meet on the second Monday of each month. The discussions aim to introduce new books and excite readers to explore genres outside of their normal reading patterns, as well as provide feedback for library staff collection development.
- Heather is finalizing summer programs for adults. She is coordinating with Gordon Mueller for a presentation on **Bennington history** and with Sue Schlichting from Pursuing Your Past for a **multi-generational genealogy workshop**.
- Using feedback collected from the Winter Reading Challenge survey, Heather is working ahead to schedule presenters for adult programs in the fall. She hopes to have a sourdough class on the calendar soon.

Summer Reading 2026

- Natalie has drafted the promotional material (yard signs, tri-fold brochure, reading tracker, bookmarks, etc.).
- Johnna has booked all the presenters that will be featured on our **Dino-Mite Wednesdays** (aka community partners).
- Summer planning from preliteracy to teen and adult programs, decorations, purchasing supplies, promotions, sponsorship solicitation, Bennington Daze outreach activity planning, etc. is ongoing.
- Johnna and Heather are collaborating on plans for the teen volunteers, aka **volunteens**, including recruiting, training, and scheduling.
- Heather is finalizing the summer staff schedule for optimal coverage of the circ desk.

The library's **February digital newsletter** was delivered to 3,705 emails on February 2 and had a 68.4% open rate. It featured news about Blind Date with A Book, Woman's Club District II Art Contest, Teen events, Cat Café, Community Book Chat, and Finding Gobi.

Collection Development

Heather and Johnna finished up a weed of children's books and are close to completing a weed of adult fiction and non-fiction. Weeding is essential to maintain an accurate, safe, and engaging collection, while maximizing limited space for new, high-demand, and relevant materials.

The **Washington County Community Foundation** has informed us that we will be the recipient of a $4,000 grant for expansion of the Yoto Audiobook Collection, Penworthy Early Learning Kits, Gaming Equipment for Teen Programming, and Cooking Equipment for Adult and Intergenerational Library Programs. The presentation of the check will take place at a reception on Thursday, March 26 at 6:00 PM in the Rybin Community Building at the Washington County Fairgrounds in Arlington.

Technology/Building Maintenance

The process to investigate a solution to improve the library's website design continues. We will be meeting via Zoom on Friday regarding a proposal from JM Online

Library staff have spent time observing recorded demos of communication services that will give libraries in the Pioneer Consortium the ability to send circulation notifications by text and targeted email marketing communications through the Koha ILS. The cost of a product like this was built into the library's current year electronic access/technology budget.

CCS Presentation Systems was here last week to begin the **conference room AV** project to restore full functionality and control capabilities to our current system. Unfortunately,

the Extron control system needed to be sent to a third party for repairs at an additional cost of $800--much better than a $15K replacement cost.

E-rate Form 470 for internet and special project fiber construction funding was submitted last week.

Public Works is installing acoustic panels above the public computers. The panels were purchased last September with the hope that the panels will absorb the noise that comes with this very active library space.

Personnel/Staff Development

Johnna and Lisa attended the Summer Reading Workshop that was held at our library on February 13. Summer Reading ideas, free books and stuff were great, but the best part was getting to network with and learning from other librarian professionals.

NCompass Live webinars staff have attended or viewed a recording: '*Communicating Your Library's Value and Getting Your Board "On Board" to Help!*', and '*Navigating New Building Projects, Empowering Families Through Literacy: Tools and Strategies from Nebraska's Statewide Initiative.*'

Staff development opportunities for the remainder of the fiscal year are being discussed and planned by library staff. A tour of a handful of Nebraska libraries is part of the plan to begin determining the best way to utilize our current and future physical space.

Lisa will attend the Marketech Conference in Kearney March 24 and 25. Hosted by GROW Nebraska, the digital marketing-focused conference features national-level speakers, practical strategy sessions, and powerful networking for rural businesses and organizations.

As an intentional effort to make the library's presence known in the community, Lisa has been representing the city/library by attending Bennington Chamber of Commerce events and activities. Networking and public awareness supports the library's strategic goal to "Improve community awareness of library programs and services by cultivating connections with area schools and partnerships with local and regional organizations."

Staff quote of the month:

"So many great chances to connect with new families and help them get familiar with our library and all the things we offer. Lots of opportunities to connect with current patrons and help them meet needs. Been a busy but beautiful month at the circ desk." -- Heather Luth

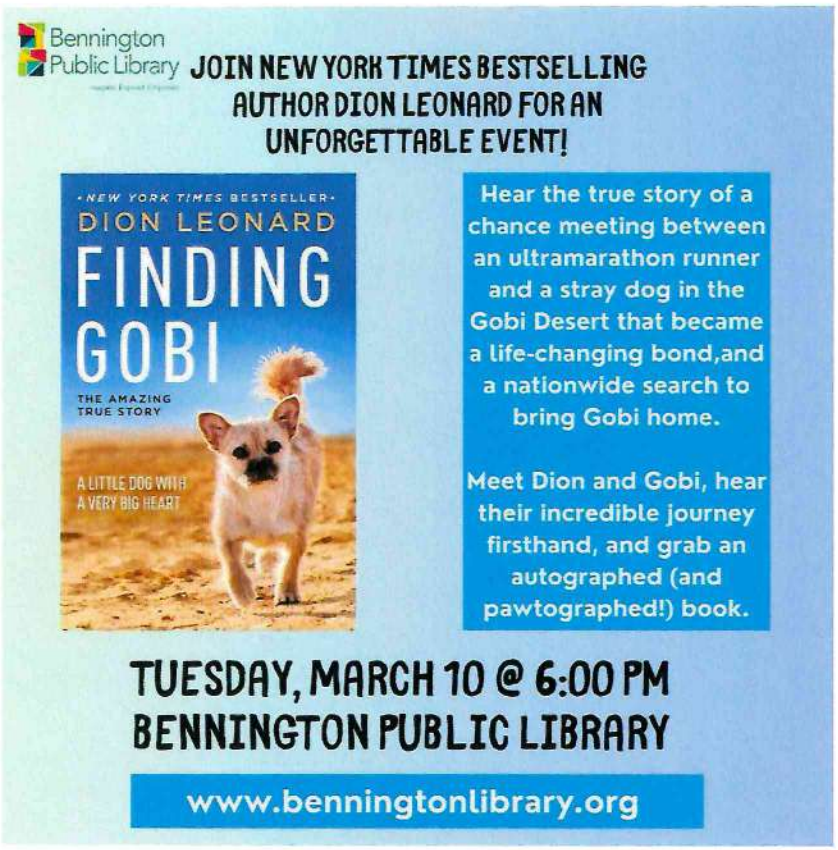
Bennington Public Library
January 2026 Statistics

	2026	2025
Circulation-physical collection	9843	8916
Overdrive All formats	3489	2637
*OD Audio	*1394	*1154
*OD eBook	*976	*1048
*OD Digital Magazines	*304	*135
*OD BPS	*815	*300
Book Club Kits	30	30
Total Circulation	**13362**	**11583**
New Items Processed/Cataloged	**81**	
Items withdrawn from collection	**122**	
Newsbank searches/views/sessions	**647/2705/245**	**511/2913/144**
NYT (16 libs) codes/sessions	**120/841**	**81/363**
Partnership Passes	**71**	**11**
Computer Use	**173**	**114**
Study Room Use	**26**	**23**
Conference Room Use	**15**	**15**
Library Cards:		
City	12	6
Douglas County	41	56
Omaha	16	2
Washington/Other County	2	
Total Library Cards Issued	**71**	**64**
Presch STEAM (3)	123	102
Storytime Koala-T (3)	62	94
Storytime-Thurs (4)	250	205
Weekend Storytime (2)	81	44
Tea Party (1)	45	75
Total Early Literacy Programs (13)	**561**	520
Open Art Studio-Wed (4)	60	92
LEGO (4)	78	60
Read to a Dog (1)	53	35
Total Elementary Programs (9)	**191**	**187**
Teen Time (1)	3	26
Teen BLAB (1)	5	5
Book Club -Middle Schools (2)	10	21
Video Game Night	3	10
Total YA/Teen (5)	**21**	**62**
Book Club-1st Wed	16	11
Book Club-3rd Tues	9	8
Book Club-RW	6	6
Craft Circle	16	17
Total Adult (4)	**47**	**42**
Total Program attendance (31)	**820**	**811**
Library Visits	3137	2852
Volunteers/Hours	20/105	21/90
Copier/Printer 12/13-1/12	3045	2338

Collection Code	Checkouts/Renewals
Adult DVDs	39
Adult Fiction	1286
Adult Large Print Fiction	2
Adult Magazines	13
Adult Nonfiction	218
Cake Pans	7
Interlibrary Loan	22
Childrens Boardbooks	299
Childrens Chapter Books	928
Childrens Comic Books	5
Childrens Books on CD	8
Childrens DVDs	178
Childrens Easy Readers	1757
Childrens Graphic Novels	810
Childrens Magazines	35
Childrens Nonfiction	860
Childrens Picture Books	2575
Childrens Playaways	258
Childrens Readalongs	149
Childrens YOTO Audiobook	82
Kits	34
Young Adult Fiction	253
Young Adult Graphic Novels	19
Young Adult Nonfiction	6
Total Physical Item Circulatior	**9843**

Social Media/Online Engagement Stats	
Platform	**Views**
Facebook	222794
Instagram	4884
TikTok	18111
Website	4765
Google	1210

Partnership Pass	Bookings
Fontenelle Forest	4
Kiewit Luminarium	14
Lauritzen Gardens	0
Omaha Children's Museum	15
Strategic Air Command	21
The Durham Museum	17
Total Bookings	**71**


Bennington Public Library
JOIN NEW YORK TIMES BESTSELLING AUTHOR DION LEONARD FOR AN UNFORGETTABLE EVENT!
•NEW YORK TIMES BESTSELLER•
DION LEONARD
FINDING GOBI
THE AMAZING TRUE STORY
A LITTLE DOG WITH A VERY BIG HEART
Hear the true story of a chance meeting between an ultramarathon runner and a stray dog in the Gobi Desert that became a life-changing bond,and a nationwide search to bring Gobi home.
Meet Dion and Gobi, hear their incredible journey firsthand, and grab an autographed (and pawtographed!) book.
TUESDAY, MARCH 10 @ 6:00 PM
BENNINGTON PUBLIC LIBRARY
www.benningtonlibrary.org


BROUGHT TO YOU BY
Third Space
Bennington Public Library
ADULT
SECOND SATURDAY
CRAFT CIRCLE
SECOND SATURDAY OF THE MONTH
9AM-10AM GROUP LEAD CRAFT PROJECT
10AM-NOON SOCIAL CRAFTING
BENNINGTON PUBLIC LIBRARY CONFERENCE ROOM
March Skill Share: Intro to Quilting
This program is intended for ages 16+ only.
Materials will be provided, and you can leave with something you made! Bring your own project for social crafting time.

ITEM #13

Public Works Report

March 2026 Public Works Report

Parks:

Work in parks will ramp up as the weather begins to turn towards spring. We did finish mulching trees from Tim Ohrt Park. The Mulch has been placed predominantly in the tree line of Doug Nelson Sports Complex, as well as the trees around the disc golf course. The batter's eye was installed at Legion field by Elkhorn fencing.

Streets:

Winter weather was scarce. February 18 into the 19th we received roughly 8 inches of snow. Our contractor helped during rush hour to keep roads passable. They then came in overnight to help clear roads and had streets cleared by morning work traffic. With the large amount of snow, we moved piles from in front of Centennial Park to open parking back up. Luckily the nice weather shortly after the snow helped us out with other piles created. Shortly after the snow started on the 18th, a crosswalk beacon was hit on the corner of 156th Street and Bennington Road (Anytime Fitness Corner). We have the downed beacon coned off and will get it back up as soon as possible. We have done some small patching around the city as issues arise with the winter conditions. The main areas that we hit with street patching was on 156th Street coming into town off Highway 36.

General:

We continue to move into the new building. We are waiting on Cox to install the internet. Once this is done, we will be able to move into the office space. With many extra fees recently from Waste Management, we looked for more options when it comes to trash services. After research, we plan to switch to Papillion Sanitation in April. This should not only save the City money with our trash service but also give us more options for monthly charges on certain dumpsters not used year-round as well as dumpsters that we have issues with illegal public dumping. The fencing has been ordered for Neumeyer Farm and will be installed around the middle of March.

ITEM #14

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 -- 5 MONTH REVIEW 02/28/2026

EXPENSE IMPACTS TO BUDGET

(IMPACTS LISTED IN RED ARE RESTRICTED FUND IMPACTS)

	YTD Spend	Budgeted	Difference
• 8986 - PUBLIC WORKS BUILDING - PARKS/STREETS	$1,034,579	$800,000	$234,579
• 6090 - SEWER - ENGINEERING (82%)	$49,480	$60,000	-$10,520
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		$224,059

REVENUE IMPACTS TO BUDGET

	YTD Deposits	Budgeted	Difference
• 5302 - INTEREST INCOME (74% of Budget)	$44,544	$60,000	-$15,456
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		-$15,456.00

ITEM #15

Project Tracker

City of Bennington Project Tracker

Mar-26

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. Sanitary Sewer construction has been completed prior to shut down for winter. Building permits will not be issued until Rainwood Road is open to traffic.
MAPA 2025 FY call for projects	90034	Administration	City to Manage: John Bohrer and Kevin Hand	General Engineering	On-Going	2 applications for funding of city projects were approved. • 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 held a kick off meeting with the City and JEO has provided information and drawings for the current layout of the soccer fields.
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.
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. The amendment to the Sanitary Sewer Service agreement is completed. Comments on the final plans for the outfall sewer have been provided to the developer to address. Construction on Interior improvements will continue in the spring or as weather allows.
Rainwood Square	090034	Planning	Julie Ogden	General Engineering	On-Going	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. A revised final plat was approved at the January Council Meeting. Final plans will be submitted in the future.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Conditional Use Permit Applications	090034	Planning	Julie Ogden	General Engineering	Prep for next PC 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. It appears that the applicant will not continue with consideration. •
Prairie Ridge (aka Bennington Park Lot 1 - large lot behind Runza)	090034	Administration	Julie Ogden	General Engineering	Prep for next PC Mtg.	A final plat was approved (6-2023) for this lot which combines duplex units (for sale) and townhome style buildings (for rent or sale). The revised preliminary plat, rezoning request was approved. The Blight/Substandard Study is in process by the Developer and has been reviewed by Jeff Miller, it will be considered at the February PC Meeting. The final plat for the current layout has been recommended for approval by PC and on the February Council Meeting for consideration.
Asphalt Overlay Project (Allen, Stark & Molley Streets)	TBD	Transportation	Julie Ogden	Pending	Pending Project	Potential Project pending budget discussion. Contract needed and would be completed after sewer lining project is completed. This could be split into two projects as needed for budget.
GIS Mapping of the Sanitary Sewer and Storm Sewer Systems	TBD				Pending Project	The city is considering proposals to complete a GIS mapping of the existing sanitary and storm sewer network. Proposals have been requested from JEO and TREK and are being reviewed by John, Kevin and Layne. Approval of the Contract will be presented to council upon selection of a proposal.
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. 90% plans are anticipated for City review in March 2026. The draft of the final NEPA document has been provided to HUD for review. Upon acceptance publication for comments on funding use will be required for final NEPA approval. We anticipate bidding for the project in April or May.
Bennington Road Bridge Approach Section Repairs	251614	Transportation	Steve Arens	Pending	Bidding	Design has started and the field visit (with Layne) has been completed. Construction is planned for outside of the school year. Bids will be presented and considered for award at the March Council Meeting.
Sanitary Sewer Lining Project (Allen, Stark & Molley Streets)	TBD	WWE	Julie Ogden	Pending	Bidding	Design contract approved and design has started. Bids will be presented and considered for award at the March Council Meeting.
Rainwood Road (156th to 168th)	090034	Administration	Julie Ogden	General Engineering	under Construction	This would be a county project constructed in coordination with adjacent developments (Morgan Ridge and Hagen Hills). When Final Plats for adjacent developments are presented to the city, we need to include cost share in the subdivision agreement and make sure grades/drainage is coordinated. The interlocal agreement has been approved by all parties and grading for road has started. Paving would be completed for traffic in late 2026. The bridge over the future lake would be constructed in 2028 as of current estimates.
Street CIP	090034	Administration	Tyler Hevlin	General Engineering	Provided to the City	Provided the city an overall street CIP plan for all street issues (known at the time in May 2016); included 1&6 Year Road Program projects (from 2016); 2 of the projects were completed in fall 2016; 2017 1&6 Year Road Program has been completed and approved at the February City Council Meeting. With recent passage of LB82, the 1 & 6 year plan will now be adopted at the same meeting as the city budget. The 1 & 6 year plan will be prepared and presented it to council at the September Meeting annually.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Bennington Public Works Building	220296	Site Design	Julie Ogden	Amendment Needed	Warranty Period	Project Accepted in February. Warranty for entire project expires in January 2027 and for the exterior paving in January 2028.
Kempten Creek, Original & Phase 2	090034	Administration	Julie Ogden	General Engineering	Warranty Period	Current Activity on Development: • Sanitary Sewer, Storm Sewer and Paving Work is completed for the subdivision. There are a variety of warranty expiration dates for this development, we will monitor as best we can. • Trail construction Completed - Warranty Date December2027. • Conversion of silt basin to detention pond may not occur until 2027. will check clean out status in Spring 2026
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	**Building permits are being ALLOWED for this development as the sidewalk construction is completed.** The pavement replacement is also completed. Curb ramps at the intersection of Rainwood Road and Rosewater Parkway were completed last week. This is work by the SID not the developer.
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.
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.

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