

**City of Bennet
City Council
NOTICE OF MEETING
November 10, 2025
City Council Regular Meeting
7:00 PM**

Bennet City Hall, 685 Monroe, Bennet, NE 68317

REGULAR MEETING

AGENDA

1. ROLL CALL AND PUBLIC MEETINGS LAW NOTIFICATION
2. PLEDGE OF ALLEGIANCE
3. **CONSENT AGENDA**
 - 3.a. MINUTES of October 13, 2025, City Council Regular Meeting Approval
 - 3.b. CLAIMS FOR PAYMENT
 - 3.c. TREASURER'S REPORT
 - 3.d. Resignation - Justin Stark Street Superintendent
 - 3.e. 2026 Renewal Agreement - Olsson Engineering
 - 3.f. **RESOLUTION 2025-11.1** Year-End Certification of City Street Superintendent 2025
 - 3.g. **RESOLUTION 2025-11.2** - Appointing Brian Friedrichsen as 2026 Street Superintendent
 - 3.h. **RESOLUTION 2025-11.3** Adoption of Lower Platte South NRD Hazard Mitigation Plan
 - 3.i. Bennet Community Fund Block Party Application - Christmas in the Park
 - 3.j. **RESOLUTION 2025-11.4** - Approval of Christmas in the Park Block Party
 - 3.k. Approval of Catlett Surveying fee of \$2,500.00 for Quincy Street Right of Way project
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. **UNFINISHED BUSINESS**
 - 5.a. Discussion/Action USPS Building Lease update
 - 5.b. **RESOLUTION 2025-11.5** Board of Adjustment
 - 5.c. Adoption of Board of Adjustment By-Laws
 - 5.d. **ORDINANCE NO. 2025-8.1 (Final Reading)** - Amending Water Usage Rates
6. **NEW BUSINESS**
 - 6.a. Agenda Request - Kristi Sittner, Approval of installing permanent lighting on Park Shelter, Gazebo and Storage Shed
 - 6.b. Troy Nielsen from Signal to present Nebraska Code Enforcement information
 - 6.c. Jeffrey Ray, Ray Planning Services, Zoning Administration Consulting Services
 - 6.d. Discussion of removal of Keno at Big Ten Tavern
 - 6.e. Discussion/action on continuing to provide refuse transfer services to individuals outside Bennet city limits.
 - 6.f. Review of Uribe 5-year contract
 - 6.g. Approval of Pavers proposal for area inlet at Van Buren & Garden
 - 6.h. Discuss/Approve Cottonwood ditch cleaning near Chochrane Corner
 - 6.i. Discuss Quincy Street ROW realignment
 - 6.j. Discuss maintenance building bid process
 - 6.k. Bennet-Palmyra Childcare Foundation
 - 6.l. Jesse presentation/action of fund management
7. REPORTS: Written reports submitted in advance are available for review in the public copy of meeting material. Submitted reports include Utility Superintendent, Sheriff's Office, Engineer.
 - * Additions to submitted reports
8. COMMUNICATIONS
9. PUBLIC COMMENT

*Meeting agendas are kept continuously current and available for public inspection at the offices of the City Clerk. All sessions of the Bennet Mayor and City Council remain open to the attendance of the public, but the Council reserves the right to go into closed session subject to the Open Meetings Act

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10. Closed session
11. ADJOURNMENT

Monthly Claims

Date	Num	Name	Memo	Credit
11/10/2025		ABC Termite & Pest Control Inc.	Pest Control	75.00
11/07/2025		AERO-MOD Inc	Supplies	580.00
11/10/2025		Allen Septic	Emergency Manhole pumping	400.00
11/10/2025		ALLO Business	IT Services	769.20
11/10/2025		ALLO Communications	Internet and Phone Systems	619.11
11/10/2025	EFT	Black Hills Energy	Gas Utility	49.81
11/10/2025		Core & Main LP	Water meter supplies	134.40
10/31/2025	EFT	First Nebraska Bank	ACH Fees	84.25
11/10/2025		Frontier COOP	Propane	19.95
11/10/2025		GreatAmerica Financial Svcs	Copier Lease	175.00
11/10/2025		Hochstetler, David	Inspections	90.00
11/10/2025		Insight Vision LLC	Sewer camera system	54,613.00
10/17/2025	EFT	IRS/Department of Treasury	Employee withholdings	1,508.04
10/31/2025	EFT	IRS/Department of Treasury	Employee Withholding	2,355.76
11/10/2025		Kreifels, Jeff	Inspector	100.00
11/10/2025		Lancaster County Sheriff	August 2025 Patrol Services	1,429.97
11/10/2025		Marvin Planning Consultants, Inc	Consultant	2,000.00
11/10/2025		Mattice Lock	Safe cracker & new safe	460.00
11/10/2025		Menards	Supplies	78.20
11/10/2025		Midwest Labs	Effluent test & Supplies	188.12
11/10/2025		Municipal Supply Inc.	Supplies	25.22
11/10/2025		NAPA (A Street Auto Parts Inc)	Automotive	158.85
11/10/2025		NCS INC	Termination of Services	130.00
11/10/2025		NE Code, Consulting & Inspections	Building inspections	660.00
11/10/2025		NE Public Health Environmental Lab	Testing	30.00
11/10/2025		Nebraska City Utilities	Electricity	4,166.37
10/17/2025	EFT	Nebraska Dept. of Revenue	Employee withholding	274.21
10/31/2025	EFT	Nebraska Dept. of Revenue	Employee Withholding	365.06
10/22/2025	EFT	Nebraska Dept. of Revenue	Keno Tax	142.00
11/10/2025	EFT	Nebraska Dept. of Revenue	Sales Tax	1,263.53
11/10/2025		Olsson Inc.	Engineering	2,686.28
11/10/2025		Olsson Inc.	SS4A Safety Action Plan	12,500.00
11/10/2025		One Call Concepts, Inc.	Diggers Hotline	31.47
11/10/2025		Pavers Construction	Street Improvements	22,263.00
11/10/2025		Rural Water District No. 1	Water	11,328.00
11/10/2025		Solheim Law Firm	Legal	4,280.00
11/10/2025		Sue Bilstoft	Halloween Hot Dog Buns	79.38
11/10/2025		The Voice News	Publications	131.25
11/10/2025		Twisted Thunder Fireworks LLC	Bond Refund	500.00
11/10/2025		Uribe Refuse Services, Inc.	Refuse	1,845.84
11/10/2025		Verizon Wireless	Cell Phones	200.47
11/10/2025		Walker Country Mowers LLC	Mower	191.78
10/21/2025	EFT	Windstream	City phones & Internet	400.62
11/10/2025	EFT	Windstream	City phones & Internet	538.68
		Payroll & Insurance Stipend		14,431.85
		AFLAC/AFLAC Dental, IRA Contributions		800.84
		Mayor & Council Pay		1,339.09

	Aug-25	Sep-25	Oct-25
(B) 2 VLG Checking	\$318,220.91	\$209,410.36	\$165,402.57
(B) 2009 Sewer Bond MM	\$141,521.83	\$142,905.07	\$143,812.29
(B) Park Improvement Savings (1/4)	\$12,701.65	\$12,735.27	\$12,735.27
(B) KENO Community Betterment	\$18,444.15	\$18,629.56	\$18,507.84
(B) KENO Prize Reserve	\$34,901.89	\$35,157.86	\$35,187.99
Subtotal Bennet First Nebraska	\$525,790.43	\$418,838.12	\$375,645.96
(U) ICS Account #298	\$1,106,823.37	\$1,110,292.16	\$1,113,741.03
(U) CD - Water Sinking	\$16,821.70	\$16,997.24	\$16,997.24
(U) CD -Sewer Sinking	\$16,821.70	\$16,997.24	\$16,997.24
(U) Housing Rehab Savings (6mo)	\$819.88	\$820.62	\$820.62
(U) Value Edge MM	\$1,014.21	\$1,014.95	\$1,015.63
Subtotal Union Bank	\$1,142,300.86	\$1,146,122.21	\$1,149,571.76
Petty Cash	\$65.00	\$65.00	\$65.00
TOTALS	\$1,668,156.29	\$1,565,025.33	\$1,525,282.72

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) Use This For Closing Month
 October 2025

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES ...	9 KENO	TOTAL
Ordinary Income/Expense									
Income									
4000 · Personal & Real Property Taxes									
4010 · Property Taxes	2,626.44								2,626.44
4011 · Property Tax/General									
4012 · Property Tax/Sewer						615.24			615.24
Total 4010 · Property Taxes	2,626.44					615.24			3,241.68
4020 · Other Taxes									
Occupation/Franchise Taxes	1,938.43								1,938.43
Total 4020 · Other Taxes	1,938.43								1,938.43
Total 4000 · Personal & Real Propert...	4,564.87					615.24			5,180.11
4200 · State Receipts									
4230 · Highway Allocation & Incen...									
4231 · Highway Allocation		12,348.37							12,348.37
4230 · Highway Allocation & Inc...		2,503.12							2,503.12
Total 4230 · Highway Allocation & ...		14,851.49							14,851.49
Total 4200 · State Receipts		14,851.49							14,851.49
4500 · Local Receipts									
4520 · Motor Vehicle Tax		2,514.96							2,514.96
4530 · Local Option Sales Tax Inc...		2,769.27					10,520.11		13,289.38
4550 · Local Receipts Other									
4551 · Use of Money & Property									
4551.1 · Interest & Dividends ...									
Interest Income	3,538.78					291.98		22.82	3,853.58
Total 4551.1 · Interest & Divid...	3,538.78					291.98		22.82	3,853.58
4551.2 · Rental & Lease Reve...									
Property Lease Payments	205.02								205.02
Total 4551.2 · Rental & Lease...	205.02								205.02
4551.4 · Proceeds of Debt									
Bond Proceeds		7,046.32							7,046.32
Total 4551.4 · Proceeds of Debt		7,046.32							7,046.32
Total 4551 · Use of Money & Pro...	3,743.80	7,046.32				291.98		22.82	11,104.92

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	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES ...	9 KENO	TOTAL
4552 - Licenses & Permits									
Building & Safety Inc	485.00								485.00
Permits/Office Fee	725.00								725.00
Total 4552 - Licenses & Permits	1,210.00								1,210.00
4553 - Charges & Fees for Servi...					5,611.25				5,611.25
Garbage Fees	353.96								353.96
Late Fee			100.00						100.00
New Utility Service			40.00						40.00
NSF Fees									
Sewer Service Fee				10,081.20					10,081.20
Sewer Usage Fees	100.00		12,648.93	10,151.60					10,151.60
Water Service Fees	-100.00		18,398.86						12,748.93
Water Usage Fees									18,298.86
Total 4553 - Charges & Fees for ...	353.96		31,187.79	20,232.80	5,611.25				57,385.80
4554 - Contributions Donations ...								27.59	27.59
KENO proceeds								27.59	27.59
Total 4554 - Contributions Dona...								27.59	27.59
Total 4550 - Local Receipts Other	5,307.76	7,046.32	31,187.79	20,232.80	5,611.25	291.98		50.41	69,728.31
Total 4500 - Local Receipts	5,307.76	12,330.55	31,187.79	20,232.80	5,611.25	291.98	10,520.11	50.41	85,532.65
Total Income	9,872.63	27,182.04	31,187.79	20,232.80	5,611.25	907.22	10,520.11	50.41	105,564.25
Gross Profit	9,872.63	27,182.04	31,187.79	20,232.80	5,611.25	907.22	10,520.11	50.41	105,564.25
Expense									
5000 - Governmental Activities									
5100 - General Government									
Bank service charge	81.25								81.25
Building & Safety Exp	705.00								705.00
Dues/Subscrip/Workshops	219.00								219.00
Equipment & Tools									
Equipment Rental	175.00								175.00
Total Equipment & Tools	175.00								175.00
O/R&M Building/Property									
Payroll Salaries & Wages	80.00								80.00
Trustee Pay	1,450.00								1,450.00
With IRA	10,501.50								10,501.50
Without IRA	3,569.00								3,569.00
Total Payroll Salaries & Wages	15,520.50								15,520.50

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	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES ...	9 KENO	TOTAL
Payroll Taxes & Benefits									
Medicare	225.62	18.66	42.29	64.36	35.63				386.56
Retirement	347.52	36.84	13.32	18.00	33.12				448.80
Social Security	964.78	79.80	180.82	275.22	152.34				1,652.96
Total Payroll Taxes & Benefits	1,537.92	135.30	236.43	357.58	221.09				2,488.32
Postage & Shipping									
Printing/Publishing	2.72								2.72
Professional Fees	373.58								373.58
Accounting									
Engineering & Specialty	850.00								850.00
Legal	2,958.17								2,958.17
	2,552.50								2,552.50
Total Professional Fees	6,360.67								6,360.67
Supplies-General									
Telephone/Fax	179.71								179.71
Utilities	317.09								317.09
Utility-Electric	146.67								146.67
Utility-Gas/Propane	49.76								49.76
Total Utilities	196.43								196.43
Total 5100 - General Government	25,748.87	135.30	236.43	357.58	221.09				26,699.27
5200 - Public Safety									
5210 - Police & Fire									
Contract Labor									
Interlocal/Sheriff	1,379.91								1,379.91
Total Contract Labor	1,379.91								1,379.91
Total 5210 - Police & Fire	1,379.91								1,379.91
Total 5200 - Public Safety	1,379.91								1,379.91
5300 - Public Works									
5310 - Street									
Auto		477.91							477.91
Debt Service									
Bond Fees		14,092.64							14,092.64
Bond Interest		7,046.32							7,046.32
Total Debt Service		21,138.96							21,138.96
Equipment Rental		-36.56							-36.56
Insurance		166.91							166.91
O/R&M Equipment		299.71							299.71

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	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES ...	9 KENO	TOTAL
Payroll Salaries & Wages									
With IRA		228.00							228.00
Without IRA		1,380.50							1,380.50
Total Payroll Salaries & Wages		1,608.50							1,608.50
Professional Fees									
Accounting		850.00							850.00
Engineer & Specialty		1,583.22							1,583.22
Total Professional Fees		2,433.22							2,433.22
Supplies-General		21.98							21.98
Utility-Electric		1,620.34							1,620.34
Total 5310 - Street		27,730.97							27,730.97
Total 5300 - Public Works		27,730.97							27,730.97
5700 - Culture & Recreation									
5720 - Parks & Recreation									
Capital Improvement	43,750.00								43,750.00
Utility-Electric	238.71								238.71
Total 5720 - Parks & Recreation	43,988.71								43,988.71
Total 5700 - Culture & Recreation	43,988.71								43,988.71
5800 - Community Development									
KENO Expense								142.00	142.00
Total 5800 - Community Developm...								142.00	142.00
Total 5000 - Governmental Activities	71,117.49	27,866.27	236.43	357.58	221.09			142.00	99,940.86
6000 - Business Type Activities									
6500 - Solid Waste-Garbage									
Equipment Rental					183.00				183.00
Garbage Service					2,062.08				2,062.08
Payroll Salaries & Wages									
With IRA					1,104.00				1,104.00
Without IRA					1,353.00				1,353.00
Total Payroll Salaries & Wages					2,457.00				2,457.00
Professional Fees									
Accounting					850.00				850.00
Total Professional Fees					850.00				850.00

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	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES ...	9 KENO	TOTAL
Supplies-General					304.17				304.17
Telephone/Fax					40.12				40.12
Utility-Electric					77.88				77.88
Total 6500 - Solid Waste-Garbage					5,974.25				5,974.25
6700 - Wastewater-Sewer									
Capital Improvement				2,275.00					2,275.00
O/R&M Building/Property				70.00					70.00
O/R&M Lines				100.00					100.00
Payroll Salaries & Wages									
With IRA	82.50			600.00					682.50
Without IRA				3,929.50					3,929.50
Total Payroll Salaries & Wages	82.50			4,529.50					4,612.00
Professional Fees									
Accounting				850.00					850.00
Engineer & Specialty				153.85					153.85
Total Professional Fees				1,003.85					1,003.85
Supplies-General				952.51					952.51
Telephone/Fax				263.26					263.26
Utility-Electric				1,774.99					1,774.99
Total 6700 - Wastewater-Sewer	82.50			10,969.11					11,051.61
6800 - Water									
Capital Improvement			26,196.70						26,196.70
Equipment Purchased			377.92						377.92
O/R&M Equipment			178.18						178.18
O/R&M Lines			1,972.50						1,972.50
Payroll Salaries & Wages									
With IRA			444.00						444.00
Without IRA			2,472.25						2,472.25
Total Payroll Salaries & Wages			2,916.25						2,916.25
Professional Fees									
Accounting			850.00						850.00
Engineer & Specialty			15.15						15.15
Total Professional Fees			865.15						865.15

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	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES ...	9 KENO	TOTAL
Telephone/Fax			120.54						120.54
Utility-Electric			263.76						263.76
Water Purchase			11,056.00						11,056.00
Total 6800 - Water			43,947.00						43,947.00
Total 6000 - Business Type Activities	82.50		43,947.00	10,969.11	5,974.25				60,972.86
Total Expense	71,199.99	27,866.27	44,183.43	11,326.69	6,195.34			142.00	160,913.72
Net Ordinary Income	-61,327.36	-684.23	-12,995.64	8,906.11	-584.09	907.22	10,520.11	-91.59	-55,349.47
Net Income	-61,327.36	-684.23	-12,995.64	8,906.11	-584.09	907.22	10,520.11	-91.59	-55,349.47

City of Bennet
Balance Sheet by Fund (Fiscal Year-to-Date) Use This For Closing Month
October 2025

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBA...	7 DEBT S...	8 SALES ...	9 KENO	ARP FUN...	Unclassi...	TOTAL
ASSETS											
Current Assets											
Checking/Savings											
(B) 1 VLG of Bennet 844...	-160.00										-160.00
(B) 2 VLG Checking	-594,642.34	297,455.23	186,127.23	-146,310.54	54,002.25	78,845.36	215,903.26	-17,845.79	160,917.02	-86,923.33	147,528.35
(B) 2009 Sewer Bond MM				142,905.07						907.22	143,812.29
(B) Park Improvement S...	12,735.27										12,735.27
(U) Housing Rehab Savi...	820.62										820.62
(U) ICS Account #298											
General	1,011,906.55									3,448.87	1,015,355.42
Street		58,277.57									58,277.57
Water			47,154.36								47,154.36
Total (U) ICS Account #2...	1,011,906.55	58,277.57	47,154.36							3,448.87	1,120,787.35
(U) Value Edge MM											
General	14.95									0.68	15.63
(U) Value Edge MM - ...	1,000.00										1,000.00
Total (U) Value Edge MM	1,014.95									0.68	1,015.63
Certificate of Deposit											
(U) CD 376482 Sewer ...	16,997.24		16,997.24								16,997.24
(U) CD 376483 Water ...											
Total Certificate of Depo...	16,997.24		16,997.24								16,997.24
(B) Keno-Community Be...								18,629.56		-121.72	18,507.84
(B) Keno Prize Reserve								35,157.86		30.13	35,187.99
Petty Cash	65.00										65.00
Total Checking/Savings	448,737.29	355,732.80	250,278.83	-3,405.47	54,002.25	78,845.36	215,903.26	35,941.63	160,917.02	-82,658.15	1,514,294.82
Accounts Receivable											
Accounts Receivable	148.68	4.60	58,988.77	210.79	-5,019.28					-56,803.21	-2,469.65
Total Accounts Receivable	148.68	4.60	58,988.77	210.79	-5,019.28					-56,803.21	-2,469.65
Other Current Assets											
Cash @ County Treas.	3,084.96							256.78			3,341.74
Inventory - Water			29,642.56								29,642.56
Prepaid Insurance - Gar...				1,649.00							1,649.00
Prepaid Insurance - Sew...											1,649.00
Prepaid Insurance - Water			1,649.00								1,649.00
Unbilled Revenue - Garb...					3,669.52						3,669.52
Unbilled Revenue - Sewer				20,868.29							20,868.29
Unbilled Revenue - Water			24,293.38								24,293.38
1499 - Undeposited Funds	-1,129.34	-45.00	-33,527.91		-6,633.31					42,470.96	1,135.40

City of Bennet
Balance Sheet by Fund (Fiscal Year-to-Date) Use This For Closing Month
October 2025

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBA...	7 DEBT S...	8 SALES ...	9 KENO	ARP FUN...	Unclassi...	TOTAL
Total Other Current Assets	1,955.62	-45.00	22,057.03	22,517.29	-1,314.79	256.78				42,470.96	87,897.89
Total Current Assets	450,841.59	355,692.40	331,324.63	19,322.61	47,668.18	79,102.14	215,903.26	35,941.63	160,917.02	-96,990.40	1,599,723.06
Fixed Assets											
Accum. Depreciation - Gar...					-12,617.18						-12,617.18
Accum. Depreciation - Sew...				-1,555,392.22							-1,555,392.22
Accum. Depreciation - Water			-1,263,964.56								-1,263,964.56
Fixed Asset - Garbage					12,617.18						12,617.18
Fixed Asset Sewer				2,873,271.75							2,873,271.75
Fixed Asset Water			1,997,029.94								1,997,029.94
Total Fixed Assets			733,065.38	1,317,879.53							2,050,944.91
TOTAL ASSETS	450,841.59	355,692.40	1,064,390.01	1,337,202.14	47,668.18	79,102.14	215,903.26	35,941.63	160,917.02	-96,990.40	3,650,667.97
LIABILITIES & EQUITY											
Liabilities											
Current Liabilities											
Other Current Liabilities											
A/P Adjustment			7,495.17	6,884.74	3,149.66						17,529.57
Accrued Interest			279.56	652.31							931.87
Accrued Vacation - G...					672.26						672.26
Accrued Vacation - S...				1,336.23							1,336.23
Accrued Vacation - W...			1,622.66								1,622.66
Accrued Wages - Gar...					823.47						823.47
Accrued Wages - Sew...			1,422.49	976.54							976.54
Accrued Wages - Water											1,422.49
Payroll Liabilities											
IRA	2.12										2.12
Total Payroll Liabilities	2.12										2.12
Sales Tax Payable - ...			1,425.43	1,189.54			-39.41			-1,274.11	1,301.45
Sewer Bond Debt				665,000.00							665,000.00
Total Other Current Liab...	2.12		12,245.31	676,039.36	4,645.39		-39.41			-1,274.11	691,618.66
Total Current Liabilities	2.12		12,245.31	676,039.36	4,645.39		-39.41			-1,274.11	691,618.66
Long Term Liabilities											
2010 Water Bonds			285,000.00								285,000.00
Total Long Term Liabilities			285,000.00								285,000.00
Total Liabilities	2.12		297,245.31	676,039.36	4,645.39		-39.41			-1,274.11	976,618.66
Equity											
Fund Balances											
F/B unreserved											

City of Bennet
Balance Sheet by Fund (Fiscal Year-to-Date) Use This For Closing Month
October 2025

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBA...	7 DEBT S...	8 SALES ...	9 KENO	ARP FUN...	Unclassi...	TOTAL
ARP									160,917.02		160,917.02
1 · General Fund	416,106.05										416,106.05
2 · Street Fund		348,673.74									348,673.74
7 · Debt Service						148,482.49					148,482.49
8 · Sales Tax							281,536.32				281,536.32
9 · Keno								35,941.63			35,941.63
F/B unreserved - Other						644.65					644.65
Total F/B unreserved	416,106.05	348,673.74				149,127.14	281,536.32	35,941.63	160,917.02		1,392,301.90
Total Fund Balances	416,106.05	348,673.74				149,127.14	281,536.32	35,941.63	160,917.02		1,392,301.90
Retained Earnings-Unclas...	35,657.74	17.34	-24,675.83	122,534.14	2,085.26	-70,025.00	-65,593.65				47,588.34
Retained Earnings - Garba...				538,628.64	47,588.34						538,628.64
Retained Earnings - Sewer			750,879.90								750,879.90
Retained Earnings - Water			-12,995.64								-12,995.64
Net Income	-61,327.36	-684.23		8,906.11	-584.09	907.22	10,520.11	-91.59			-55,349.47
Total Equity	390,436.43	348,006.85	713,208.43	670,068.89	49,089.51	80,009.36	226,462.78	35,850.04	160,917.02		2,674,049.31
TOTAL LIABILITIES & EQUITY	390,438.55	348,006.85	1,010,453.74	1,346,108.25	53,734.90	80,009.36	226,423.37	35,850.04	160,917.02	-1,274.11	3,650,667.97



October 24, 2025

Ms. Sue Bilstoft
City Clerk
685 Monroe Street
Bennet, Nebraska 68317

Dear Sue,

Our team out of the Lincoln Olsson office has appreciated serving the needs of the City of Bennet for many years. Over the last few years, I have transitioned to a new position within Olsson. I have a different long-term focus on specifically water and wastewater projects and have decided to not renew my street superintendent license. Senior Engineer Brian Friedrichsen out of our Grand Island office is a Class A license street superintendent and will be taking over for me starting in 2026.

Please be assured your daily engineer, Brian Schuele, will continue to be in contact with you to help with your community needs and engineering work. Michelle Pietzyk will also continue to be your contact for all things street superintendent related and will get you all the information you need to appoint Brian as your new street superintendent at the November or December Board meeting.

If you have any questions, please contact me at 402.458.5697 or jstark@olsson.com or Michelle Pietzyk at 402.480.1347 or mpietzyk@olsson.com.

Sincerely,

A handwritten signature in blue ink that reads "Justin R. Stark". The signature is fluid and cursive.

Justin Stark, PE
Water/Wastewater Team Leader



October 29, 2025

Mayor and City Council
City of Bennet
685 Monroe Street
Bennet, NE 68317

Re: Renewal of Agreement
for Street Superintendent and Engineering Services

Dear Mayor and City Council:

Thank you for allowing Olsson to be your Street Superintendent and Engineer-on-Call for your community. We have enjoyed working with you and would like to continue providing our experience and expertise to you.

The signed work orders in-place expire on December 31, 2025; therefore, we have enclosed the new work orders which will extend our services to your community through December 31, 2026. You can choose to discontinue our services anytime during the course of the original Master Service Agreement (MSA).

We are requesting you have the attached work orders reviewed for approval at your next board meeting. The work orders authorize Olsson to continue providing general engineering and street superintendent services. If questions or concerns arise from that meeting, please let us know and we can attend your next meeting. If approved, please sign both Work Orders and email a signed electronic copy to Rachel Adams, Geographic Administrative Senior Coordinator at radams@olsson.com and keep a copy for your records.

Olsson takes great pride in our superior reputation for client service and quality work, and we offer the most comprehensive list of professional engineering, testing, and survey services in the state.

Sincerely,

A handwritten signature in black ink that reads "Brian Friedrichsen". The signature is written in a cursive style.

Brian Friedrichsen, PE
Olsson

Attachments



MASTER AGREEMENT WORK ORDER NO. 12

This exhibit dated January 1, 2026, is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020, between City of Bennet ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bennet, Nebraska

Project Description: General Engineering Consulting Services

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

General Engineering Consulting Services

Olsson will provide engineering consulting services as requested by the City Council or its authorized representatives. These general consulting services include the following:

- City Council/Planning Commission meeting attendance
- Site visits to collect data for miscellaneous engineering issues
- Professional opinions and recommendations for miscellaneous engineering issues
- Agency correspondence on behalf of the Client

Exclusions

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Modeling Services
- Project Design beyond miscellaneous engineering issues
- Bidding Services
- Construction Administration and Observation
- Materials Testing
- Street Superintendent Services

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 1, 2026
Anticipated Completion Date: December 31, 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$5,000.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be the City Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and email an electronic executed copy to Rachel Adams, Geographic Administrative Senior Coordinator at radams@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Brian Schuele, PE

By 
Brian Friedrichsen, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF BENNET

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

Billing Rate Schedule

Reimbursable Expense Schedule



MASTER AGREEMENT WORK ORDER NO. 13

This exhibit dated January 1, 2026, is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020, between City of Bennet (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bennet, Nebraska

Project Description: Street Superintendent Services

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Street Superintendent Services

Olsson will provide Street Superintendent services following the guidance and requirements of the Nebraska Board of Public Roads Classifications and Standards (NBCS). Street Superintendent services include the following:

- Guidance and consultation for development and updates to the one and six-year street plans
- Review and updates to the street lane mile report
- Guidance and consultation for completion of the street system revenue, expenditure, and budget report
- Attendance at one public hearing related to the one and six-year street plan

Exclusions

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Construction Administration and Observation
- Materials Testing

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 1, 2026
Anticipated Completion Date: December 31, 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$3,000.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be the City Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and email an electronic executed copy to Rachel Adams, Geographic Administrative Senior Coordinator at radams@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Brian Schuele, PE

By 
Brian Friedrichsen, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF BENNET

By _____
Signature

Print Name _____

Title _____

Dated: _____

- Attachments
Billing Rate Schedule
Reimbursable Expense Schedule

Olsson 2025 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$152.00 - \$472.00
Project Manager	\$133.00 - \$287.00
Project Professional	\$99.00 - \$258.00
Assistant Professional	\$74.00 - \$182.00
Designer	\$95.00 - \$238.00
CAD Operator	\$64.00 - \$150.00
Survey	\$59.00 - \$230.00 *
Construction Services	\$53.00 - \$305.00 *
Administrative/Clerical	\$49.00 - \$300.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.70/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

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

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

Resolution No. 2025-11.1

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

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

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

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

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

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

City Council/Village Board Members

_____	<u>Ryan Cheney, Mayor</u>
_____	<u>Peter Simmons</u>
_____	<u>Dan Zieg</u>
_____	<u>Josh Buck</u>
_____	<u>Jesse Schmidt</u>

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

Attest:

(Signature of Clerk)

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

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

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

This Form Covers the Following Period: January 1st, 2025 to December 31st, 2025

*1(a) The municipality of City of Bennett certifies that: Sustin Stark was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

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

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

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

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

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

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1534 and Class of License A, and/or

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

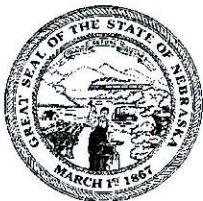
(2) _____

Signature of Mayor Village Board Chairperson

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

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

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



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

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

RESOLUTION NO. 2025-11.2

A RESOLUTION APPROVING THE APPOINTMENT OF A STREET SUPERINTENDENT FOR THE CITY OF BENNET.

WHEREAS, the City of Bennet is desirous of appointing a Street Superintendent for the purpose of fulfilling the requirements of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515, to assure the City meets the requirements to qualify for annual Incentive Payments,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNET, NEBRASKA;

That Brian Friedrichsen, License Number S-1704, Class A, is hereby appointed as Street Superintendent for the City of Bennet, beginning the 1st day of January 2026 through the 31st day of December 2026.

PASSED AND APPROVED THIS 10th day of November 2025.

ATTEST:

Sue Biltoft, City Clerk
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

(SEAL)

RESOLUTION NUMBER 2025-11.3

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Hazard Mitigation Plan was prepared by the Lower Platte South Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the region and participating jurisdictions located within the planning boundary by identifying the hazards that affect City of Bennet and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of City of Bennet in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of City of Bennet does herewith adopt the most recent and FEMA-approved version of the Lower Platte South NRD Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this 10th day of November, 2025

TITLE: Mayor

ATTEST

Applicant (s) Bennet Community Fund - Kirsti Sittner
Mailing address: 17001 Midway Rd, Walton NE 68461
Primary phone: 308-380-2335
Secondary phone: _____
Email Address: ksittner@tailoredlandscapes.com

Organization information (if applicable):

Name: Bennet Community Fund
Mailing address: N/A
Primary phone: Lisa Dowding: 402-430-1968
Email Address: dowding.lis@districtor1.net

EXACT proposed use: Mini Horse carriage rides (2 seat carriage)

LOCATION (Example: Garden Street from Monroe to Madison. Intersections not included.)

Harrison St from Fir to Harrison Ct.
all of Harrison Ct Blocked off

DATE REQUESTED: 11-5-2025 HOURS REQUESTED: 7:00am TO 8:00 pm

DESCRIPTION and number of barricades (Must adhere to NDOR standards):

The carriage rides will start on East side of Park where theres the parking area. They'll move south then loop and go North around Harrison Court and end at the parking area.

HOLD HARMLESS AGREEMENT

The applicant, in consideration of the permit being granted agrees to hold harmless the City of Bennet and its officers and employees from all claims, demands, suits, actions, payments, liability, and judgments because of bodily injury or property damage caused by an accident arising out of the private use of the street. The applicant, in further consideration of the permit being granted, agrees to reimburse the City of Bennet for all damage to or loss of City property in his/her possession or control under this permit. The applicant agrees to clean the permitted area of all paper products, glass, plastic, trash and debris within one hour after the 'end time' approved for the block party. The applicant also agrees to remove the barricades immediately following clearing of all trash and debris.

When planning the event, be aware that some events need special coverage. Examples included but not limited to: Fireworks, Bounce Houses, and Petting Zoos. Those type of activities are excluded from the City of Bennet's Insurance and will only be allowed if the vendor files a certificate of insurance with the City of Bennet as an additional insured.

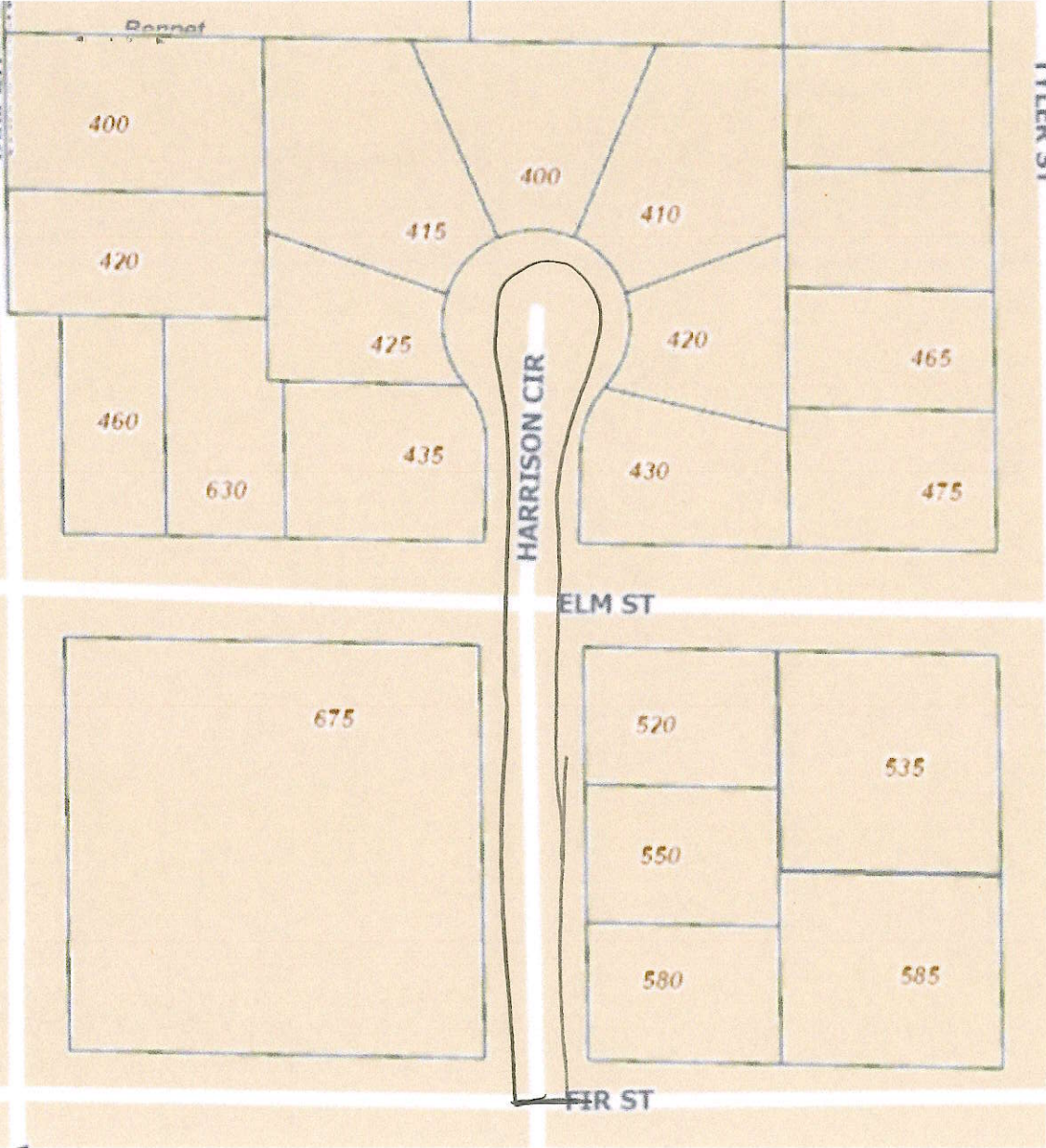
Applicant certifies notification of the event was provided to: Addresses affected by this Block Party, Fire Department and Lancaster County Sheriff's Office.

Applicant Signature: [Signature] Date: 11-5-2025

NOTE: Application must be received 3 days prior to the City Council meeting reviewing the request.

Date received by the City Clerk: 11-5-25 Meeting Date: 11-10-25

City Council approval and comments: _____



RESOLUTION NO. 2025-11.4

A RESOLUTION APPROVING THE APPLICATION OF BENNET COMMUNITY FUND FOR PERMISSION TO HOLD A BLOCK PARTY (2025 CHRISTMAS IN THE PARK) ON HARRISON STREET BETWEEN FIR STREET AND ELM STREET, ELM STREET AT HARRISON STREET INTERSECTION, AND ALL OF HARRISON CIRCLE IN BENNET.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF BENNET, NEBRASKA:

THAT the application of Kristi Sittner (Bennet Community Fund) to conduct a Block Party within an area on Harrison Street between Fir Street and Elm Street and Elm Street at Harrison Street Intersection and all of Harrison Circle, Bennet, from 7:00 am on December 6th to 8:00 pm on December 6th, 2025 is approved, subject to the following conditions:

- A. Proper and sufficient barricades will be placed to assure that no vehicular traffic may enter during the proposed activities. Licensees shall be responsible, at their own cost and expense, for the placement and removal of the barricades.
- B. The Licensee shall notify all residents of activities in the affected area.
- C. The Licensee shall clear all trash and other debris from the rights-of-way upon completion of the licensed activities.
- D. Licensee acknowledges and represents that they have inspected the licensed premises, know the condition thereof, and assume full responsibility for any injury to persons or damage to property by reason of the use of the licensed premises under this license and shall undertake and agree to release and hold harmless and indemnify the City and all its officers and employees from and against all actions, claims, loss, demands, expense, damage, or liability of any nature whatsoever, for death or injury to any person or damage to any property in any manner arising by reason of or incident to

the exercise or enjoyment of the licensed premises herein given, whether or not caused solely or contributed to by any act or omission, active or passive, negligent or otherwise, of the City, or any officer, employee or agent.

E. The Licensee shall, in writing, indicate their acceptance of the terms and conditions as set forth in this Resolution.

PASSED AND APPROVED on this _____ day of _____, 2025.

ATTEST:

City Clerk
City of Bennet

Mayor
City of Bennet

City of Bennet Office

From: THOMAS CATLETT <t.catlett@hotmail.com>
Sent: Monday, October 27, 2025 1:12 PM
To: bschuele@olsson.com; City of Bennet Office; Paul Catlett
Subject: BENNET RIGHT OF WAY QUINCY STREET

Group

Catlett Surveying proposes a NTE fee of \$ 2500.00 for the Quincy Street Right of Way project. Let us know if you want us to proceed.

Thank you

Thomas B Catlett, LS
Catlett Surveying
402-217-5816 phone
402-261-4732 fax
t.catlett@hotmail.com



July 10, 2024

Dear Postal Service Landlord:

Jones Lang LaSalle Americas, Inc. (JLL) is a Real Estate Services Provider (“RESP”) for the Postal Service. JLL has experience and expertise in real property transactions and provides the Postal Service with real estate support services, including lease management and brokerage services.

As the Postal Service RESP, JLL will represent the Postal Service in your leasing transaction. Note, however, that only a warranted Postal Service contracting officer has authority to execute a lease on behalf of the Postal Service. The Postal Service anticipates that you and JLL will make appropriate arrangements for the payment of a commission to JLL for brokerage services pursuant to a separate agreement between you and JLL. The Postal Service understands that the rental rate may take such commission, along with other market-based factors, into account.

The Postal Service, through JLL, looks forward to working with you on this leasing transaction. In that regard, we appreciate your cooperation with JLL as the Postal Service RESP.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-533-2506 or at Tim.Kastens@jll.com.

Sincerely,

Donald L. Mackey
Director, Facilities Leasing



Nov 5, 2025

VILLAGE OF BENNET
PO BOX 255
BENNET, NE 68317-0255

SUBJECT: BENNET MAIN OFFICE, 605 MADISON ST, BENNET, NE 68317-2378
Lease Expiration Date: 01/31/27

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service, JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Please contact me with any feedback at 515.802.4684 or thomas.edwards@jll.com.

The following instructions have been added to help expedite lease execution:

- **Lease Agreement:**
 - Sign and date on the designated line. (This must be signed physically.)
 - Print name and title of entity or person on designated line.
 - Signature(s) are not required to be witnessed by two parties nor notarized.
- **Real Estate Conflict of Interest (COI) Certification:**
 - This is in the body of the lease. Complete one COI form for each per person who signs the lease.
- **Commission Agreement:**
 - Sign and print name and date. (This can be signed electronically.)
- **Evidence of Title:** Provide Deed or Certificate of Transfer of Title.

****PLEASE SIGN AND RETURN THE ENCLOSED DOCUMENTS AT YOUR EARLIEST CONVENIENCE**.**

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Thomas Edwards



Lease (Not to Exceed \$25K)

BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378

County: Lancaster
Lease: QU0000921715

This Lease, by and between VILLAGE OF BENNET, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" is the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") consisting of the entire building having a street address of 605 MADISON ST, BENNET, NE 68317-2378 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 2110204001000 . The Premises is located on the property described in Exhibit A attached hereto and incorporated herein (the "**Property**"). The Premises consists of approximately 946 square feet of net interior space and 1,307 square feet of exterior space consisting of platform, ramp, reserved parking and maneuvering, access areas, driveways and drive aisles and sidewalks. The reserved parking area, if any, is shown on Exhibit B attached hereto and incorporated herein. The Premises Area is shown on Exhibit C attached hereto and incorporated herein.

If the Premises is only a portion of the Property, then the Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas immediately adjacent to the Premises, including, without limitation the sidewalks and parking areas, which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "Maintenance Rider").

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on February 01, 2027 ("**Commencement Date**") and ending on January 31, 2032, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. **RENT:** The Postal Service will pay Landlord an annual rent of: \$11,076.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378

County: Lancaster
Lease: QU0000921715

Rent shall be paid to:
VILLAGE OF BENNET
PO BOX 255
BENNET, NE 68317-0255

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
02/01/2032	01/31/2037	\$12,183.00
02/01/2037	01/31/2042	\$13,401.00

provided that the Postal Service send notice of exercise of each such renewal option is sent in writing, to the Landlord at least 30 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Addendum
- Utilities and Services Rider
- Maintenance Rider Landlord Responsibility

6. TERMINATION: The Postal Service shall have a right to terminate this Lease upon 30 days' prior written notice to Landlord at any time during the term of this Lease (including any renewal periods). Upon such termination, the Postal Service's obligations under this Lease shall cease except for the restoration obligation under Section 4(b) of the General Conditions to USPS Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378

County: Lancaster
Lease: QU0000921715

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

Facility Name/Location
BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378

County: Lancaster
Lease: QU0000921715

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i) A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
- (ii) The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
- (iii) A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
- (iv) An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
- (v) None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
- (ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
- (iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
- (iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: VILLAGE OF BENNET

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone No: _____

Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: BRYAN PROVOST

Title: Contracting Officer

Date: _____

Facility Name/Location
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County: Lancaster
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Exhibit A

[Legal Description of Property]

Lots 'A', 'B', and 'D', County Clerk's Subdivision of Lots One(1) and Two (2), Block 40, Village of Bennet, Nebraska.



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Exhibit B

Parking Area
(If Applicable)

Intentionally Left Blank

Facility Name/Location
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Exhibit C**Premises Area****Lease Defined Space Measurements**

	Sq ft
Rentable SF:	946
Total USPS Leased SF:	946
Total Property Site SF:	1,307

Area Comments

Facility Name/Location
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Lease: QU0000921715

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

8. The Postal Service shall be responsible for replacement of light bulbs.



General Conditions to USPS Lease

Facility Name/Location
BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378

County: Lancaster
Lease: QU0000921715

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy. The Postal Service agrees to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns the Building and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate, or materially impair the Postal Service's rights or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions is limited to conditions that Landlord is responsible for under this Lease).

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service this Lease may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and
3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease in a writing that is delivered to the Postal Service along with a notice of the transfer. These should be delivered to the Postal Service within 15 days of the date of the transfer or assignment. In addition, both the original Landlord and the new landlord must execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form within 15 days after receipt of such form from the Postal Service. In addition



General Conditions to USPS Lease

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the new landlord shall provide a Federal W-9 form. Until the Postal Service has the required forms, the Postal Service will continue to pay rent and give all notices to Landlord and not the new landlord. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease, Landlord shall be released from all liability toward the Postal Service arising from any act, occurrence or omission of Landlord's successor or assign occurring after the transfer of Landlord's interest in this Lease. However, Landlord will not be relieved of liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service can pursue its remedies for default against either the Landlord or the new landlord.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within thirty days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags and flagpoles or signs in or upon the Premises or install flags and flagpoles and collection boxes in the common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. The Postal Service is not responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [INTENTIONALLY BLANK]

6. [INTENTIONALLY BLANK]

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

Facility Name/Location
BENNET - MAIN OFFICE (300915-001)
605 MADISON ST, BENNET, NE 68317-2378

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Lease: QU0000921715

a. Definitions. As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. Landlord Certification. By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement or any renewal thereof, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate or abate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of

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Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

(ii) If the Landlord fails to diligently remove, or otherwise respond to in accordance with Environmental Law, any Environmental Contamination, the Postal Service shall have the right to perform the work, and withhold the cost plus administrative costs and/or interest, from Rent and other payments and reimbursements due or to become due or to become due to Landlord from the Postal Service or federal government. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, the Postal Service may, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (2) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iii) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service's agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.

d. Rights to Contribution. Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

e. Landlord Indemnification of Postal Service. The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and from and against any and all claims, losses, damages,

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actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. GOVERNING LAW; CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**"). Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:



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"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

d. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

e. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

f. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the Act.

i. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

j. In the case where the Landlord has alleged a Postal Service default, and where the Postal Service has vacated the Premises, Landlord must use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

k. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any work letter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference by Landlord as a result of the Landlord exercising its rights and obligations under this Lease, the Rent and all other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6

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months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

b. Exterior of Building. Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth in a separate right of entry agreement available to Landlord upon written request to the Postal Service. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service.

d. Calendar Days. All references herein to "days" shall mean calendar days unless specified to the contrary.

e. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

f. Notices. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time in writing. Notices to the Postal Service must include the identification of the facility name and location to be effective. Notices given as required by this Lease will be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).



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To Landlord at: VILLAGE OF BENNET
PO BOX 255
BENNET, NE 68317-0255

With a copy to: _____

To the Postal Service at: Contracting Officer
USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527

With a copy to: Postmaster/Installation Head
605 MADISON ST, BENNET, NE 68317-2378

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

11. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

- Clause 1-5, Gratuities or Gifts
- Clause 1-6, Contingent Fees
- Clause 9-3, Davis-Bacon Act¹
- Clause 9-7, Equal Opportunity²
- Clause 9-13, Equal Opportunity for Workers with Disabilities³
- Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴
- Clause 9-16, Employer Reports on Employment of Protected Veterans⁴
- Clause B-25, Advertising of Contract Awards



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Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

-
- ¹ For premises with net interior space in excess of 6,500 SF. **PER 39 USC 410(d)(1)**
 - ¹ For premises with net interior space in excess of 6,500 SF.
 - ² For leases aggregating payments of \$10,000 or more.
 - ³ For leases aggregating payments of \$10,000 or more.
 - ⁴ For leases aggregating payments of \$150,000 or more.

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1. **Landlord Responsibilities.** Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service's agents or employees negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, fencing and sidewalks), furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
- a. **Pest Control.** Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
 - b. **Casualty.** Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
 - c. **HVAC.** Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier.
 - d. **Heating and Hot Water Supply.** Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with the most stringent of the federal, state or local codes and ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers Boiler and Vessel Code, must be provided by Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections and require corrective actions by Landlord.
 - e. **Electrical System.** Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
 - f. **Water and Sewer.** Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order including having any inspections that may be required performed.

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- g. **Wiring.** Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.
- h. **Utilities Distribution Systems.** Landlord is responsible for all utilities (i.e., water, gas, electrical, sewer) distribution systems and structures and the components thereof which deliver such utility services to the Premises and the Property, including but not limited to base building electrical, plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.
2. **Postal Service Responsibilities.** Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord's, agents, employees, or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, of the aforementioned items and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence. **See Addendum #8**
3. **Completion of Maintenance, Repair, or Replacement by Landlord.**
- a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord does not finish such maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.
- b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from

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the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

- c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service.

4. Health and Safety. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
- (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
 - (2) Postal Service employees; and
 - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

5. Landlord Access. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair, maintenance, replacements or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises by more than a de minimis extent, as determined by the Postal Service

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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. HEAT

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. ELECTRICITY

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for provision of such water services, provided such charges are separately metered by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

4. SEWER

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. SNOW

The Postal Service agrees to remove snow and ice at the cost of the Postal Service from only those areas used exclusively by the Postal Service, which may include all or only portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing exclusive access to the Premises used by the Postal Service's employees, contractors, or customers (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for, and will not pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service. Landlord is responsible for and must pay the costs of the timely removal of snow and ice from the roof, as well as all areas not exclusively used by the Postal Service.

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7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building. Custodial services do not include roof or gutter cleaning, or landscaping.

The Postal Service will provide its own custodial services for the interior and exterior of the Premises at its cost.

8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Postal Service has no responsibility for any landscaping, except that the Postal Service will be responsible for cutting the grass and trimming low shrubs at such times and in such manner as the Postal Service determines necessary in its sole discretion.

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Nov 5, 2025

COMMISSION AGREEMENT

This Commission Agreement (this "Agreement"), made as of the last date written below, is between **VILLAGE OF BENNET** ("Lessor"), and **Jones Lang LaSalle Brokerage, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement"). ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker if a lease ("Lease") is executed by Lessor and the United States Postal Service ("Tenant") for that certain real property described as:

BENNET MAIN OFFICE, 605 MADISON ST, BENNET, NE
USPS Property ID 300915-001
Hereinafter, the "Property"

1. Lessor will pay Broker, and Broker will accept as its compensation for representing Tenant in connection with the Lease a commission equal to:

Annual Rent	Aggregate Lease Value	Commission Rate	Commission Amount Due
\$11,076.00	\$55,380.00	4.00%	\$2,215.20

2. The commission will be earned 100% upon full execution of the Lease and will be paid to Broker within thirty (30) days.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder.
5. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half percent (1.5%) per month from the date due until paid.
6. In the event of a sale or other conveyance of the Property by Lessor, any portion of the commission which has not yet been paid to Broker pursuant to this Agreement shall thereupon become due and payable by Lessor in full upon closing of the sale or conveyance of the Property, unless the buyer or new owner of the Property executes and delivers to Broker an agreement, reasonably acceptable to Broker, which assumes the obligation to pay the unpaid portion of the commission to Broker. If the foregoing occurs, then Lessor shall have no further liability for the unpaid portion of the commission.
7. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the Property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease, or a lease is fully executed.
8. Pursuant to applicable state code or statute, Broker reserves the right to file a lien on the Property to secure the commission due to Broker hereunder.
9. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
10. Lessor acknowledges that a client fee share may be payable by Broker to Tenant, if allowed by applicable law.
11. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs, and that this Agreement binds such party.

BROKER:
Jones Lang LaSalle Brokerage, Inc.

LESSOR:
VILLAGE OF BENNET

By: _____

By: _____

Name and Title

Name and Title

Dated: _____

Dated: _____

RESOLUTION 2025 -11.5

A RESOLUTION OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA TO REMOVE THE APPOINTED MEMBERS OF THE BOARD OF ADJUSTMENT WHEN THE CITY COUNCIL IS ABLE TO PRESIDE AS THE BOARD OF ADJUSTMENT.

WHEREAS, 2025 LB289 § 5 allows the City Council to constitute the Board of Adjustment; and,

WHEREAS, the Bennet City Council approved changes to the Bennet Municipal Code Section 32.02 to allow the City Council to preside as the Board of Adjustment; and,

WHEREAS, fifteen days after publication of the ordinance changes, there will no longer be a need for the appointed members of the Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BENNET, NEBRASKA:

That the current members of the Board of Adjustment be removed at the time the passage of this Resolution.

That the City Council, when acting as the Board of Adjustment, will accept, adopt, and operate under the Board of Adjustment Bylaws of the City of Bennet, Nebraska, attached and incorporated hereto as Exhibit A.

PASSED AND APPROVED THIS 10th DAY OF November, 2025.

CITY OF BENNET

Ryan Cheney, Mayor

ATTEST:

Sue Biltoft, City Clerk

EXHIBIT A

Board of Adjustment Bylaws
(Attached)

BOARD OF ADJUSTMENT**Bylaws**

City of Bennet, Nebraska

Rule I: ORGANIZATION**101 Membership**

The at-large members of the City Council shall constitute a Board of Adjustment (the "Board"), and only these members will be able to vote for the transaction of any business. The President of the City Council shall preside over all meetings of the Board as Chairperson. The members of the Board shall serve without compensation. The Mayor and Chair of the Planning Committee shall serve as non-voting members of the Board.

102 Officers

The Board members may, from time to time, appoint or remove officers and other positions necessary to ensure the proper and efficient function of the Board. Such officers may include, but are not limited to, a Vice Chairperson and Secretary. No member of the Board shall serve in the capacity of both Chairperson and Secretary of the Board.

The Board may appoint to the position of Secretary a person who is not a member of the City Council. In such a circumstance, the Secretary will perform their duties as described herein but shall not have any power or authority to vote or otherwise act in an authoritative capacity beyond such duties.

103 Duties

A. The Chairperson shall preside at meetings, shall decide all points of order or procedure, may administer oaths and take evidence, and shall, as necessary, compel the attendance of witnesses in accordance with the laws of the State of Nebraska.

B. The Vice-Chairperson shall be the Acting Chairperson and shall perform all

duties of the Chairperson whenever the Chairperson is absent.

In the event that neither the Chairperson nor the Vice-Chairperson is in attendance, and if the quorum requirements are met, the attending Board members may elect a Chairperson *pro tempore* to execute the functions of the Chairperson. The office of Chairperson *pro tempore* is automatically vacated at the conclusion of any meeting where such office is necessary.

- C. The Secretary of the Board shall attend to official correspondence and shall supervise the clerical work and technical preparation necessary for the disposition of appeals before the Board. The Secretary shall keep the full and correct minutes and records of all meetings and file them with the City Clerk.

104 Legal Counsel

The City Attorney, or designated representative, shall be the legal counsel for the Board.

105 Applicant Attendance

The applicant, or authorized representative, in any case being heard before the Board shall be present. However, this requirement shall not prevent the Board from hearing and acting upon the application where notice has been given to the applicant, or authorized representative, as required by statute or ordinance, if the applicant or his or her representative is not present.

Rule II: MEETINGS

201 Regular Meetings

- A. The Board will meet at the call of the Chairperson or as business comes before the body and after the proper notice has been given.
- B. Meetings of the Board shall be held in City Hall. In the event City Hall is unavailable or, in the Board's discretion, is unsuitable for such purpose, the venue may be changed to a more suitable location after proper notice has been given.

C. All regular meetings will be held in compliance with the Open Meetings Act, as amended.

202 Special Meetings

Special meetings may be called at the sole discretion of the Board and shall comply with the Open Meetings Act, as amended.

203 Quorum

A quorum of the Board shall consist of a simple majority of its members. The concurring vote of 3 members shall be necessary to reverse any administrative decision; to pass, modify, amend, or to affect any variations from the zoning chapter, or to take any action on a map decision.

204 Agenda

- A. An agenda of the matters to come before the Board will be prepared by the Secretary and mailed or electronically delivered to all Board members and known interested parties.
- B. The matters shall be heard in the order that the items appear on the agenda.
- C. The agenda may list the matters of business in the following order:

Call to Order

Open Meetings Act

Roll Call - Recording of members present and absent

Administrative Items – Elections and appointments of officers, procedural changes, etc.

Continuances/Withdrawals

Minutes - submitted for approval, subject to changes.

Regular agenda

Recess to executive session on majority vote of the Board

Miscellaneous - Other business not a part of a hearing

Adjournment

Case presentations may follow this order:

- Staff presentation
- Applicant's presentation
- Other party(ies) in interest presentation
- Public testimony
- Rebuttal by applicant
- Close testimony
- Discussion
- Motion
- Vote by the Board

The Board has the right to establish time limits for all presentations.

205 Continuances

The Board will allow one continuance of a scheduled item at the request of the staff, applicant, or real-party-in-interest as a matter of course. Additional continuances will be granted only upon a show of good cause made to the Board.

206 Member Attendance

Any and all City ordinances, code, regulations or requirements for City Council attendance are integrated herein as though they were set forth in their entirety, as they may be amended. Such standards shall apply to Board members in their entirety, unless the context of such rules requires otherwise.

207 Notice of Meeting

The Board shall provide notice pursuant to the Nebraska Open Meetings Act, as amended. The City Clerk may provide any known applicants with written notice of the time and date of the Board of Adjustment meeting.

208 Rules of Decorum

The Board may utilize those means and adhere to the rules of decorum dictated by the Open Meetings Act.

Rule III: OFFICIAL RECORDS**301 Definitions**

- A. The official records shall include these rules and regulations, the written minutes of the Board (or if none exist, any video or audio tape made by the City of the meeting) together with all findings, applications, exhibits, decisions and/or other official actions.
- B. In all places in these Bylaws, the person referred to as the City Clerk shall be the same person referred to as the City Clerk/Treasurer in the City Code.
- C. The office of the Board is assigned as the office of the City Clerk.

302 Recording of Vote

Minutes shall generally be in the same format or practice as minutes of the City Council and may include, but are not limited to:

1. The date, time, and place of the meeting;
2. The members of the public body recorded as either present or absent or a conflict was declared;
3. A general description of the matters considered;
4. An accurate description of all legal actions proposed, discussed or taken, and the names of members who propose each motion;
5. The names of persons, as given, making statements or presenting material to the Board and a reference to the legal action about which they made statements or presented material;
6. Any findings made by the Board; and
7. Motion and Vote of the Board.

303 Public Record

- A. All of the official records of the Board shall be public records, and open to public inspection during normal working hours.

- B. All decisions shall be considered as filed upon submittal to the City Clerk.

Rule IV: POWERS AND DUTIES**401 Jurisdiction**

The Board of Adjustment shall have the following powers:

1. To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made by the City Council or Planning Commission regarding a conditional use or special exception; and
2. To hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map; and
3. When by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution.
4. Any other powers or duties as imposed by Neb. Rev. Stat. § 19-907 through 19-915, as amended, and to the extent applicable as dictated by such statutes.

402 Administration of Oaths

The Chairperson of the Board shall have the power to administer oaths and to take evidence in accordance with State Statute.

The oath to be so administered shall be substantially as follows:

I _____, do solemnly swear or affirm to tell the truth, the whole truth, and nothing but the truth.

403 Submission of Evidence and Written Material

A. Documentary evidence or written material supporting the grant or denial of an adjustment, or relevant to any matter the Board is authorized to hear and decide, shall be submitted by noon at least 4 calendar days prior to the public meeting (including holidays), or it will be rejected. Evidence and written material shall be submitted by interested parties to the Secretary and not directly to Board members. An applicant shall be required to supply an opposing party with a copy of the same material in the same time frame, or the material will be rejected.

Any evidence or written material not submitted by noon at least 4 calendar days in advance of the public meeting may be addressed, but no handouts to the Board will be accepted at the public meeting as part of the applicant's presentation or as public testimony, whichever is applicable. Strict adherence to judicial rules of evidence is not required.

B. Written citizen comments shall be submitted by noon at least 4 calendar days prior to the hearing.

404 Presentation of Testimony

A. Each person should first state his or her name and address. Such individual should then present the reasons why the appeal should be granted or should not be granted, in relation to the Board's powers and jurisdictional framework as provided in Neb. Rev. Stat. §19-910, as amended.

- B. All parties presenting testimony are requested to avoid repetition of statements and are requested to present their position as briefly as possible.
- C. The Board may call upon staff assistance or comments from the proper City personnel at any time during the proceedings.

405 Nature of Testimony; Duty of Appellant

- A. All appeals to the Board shall state the jurisdictional basis upon which the appeal is being made and shall state the name of the real party or parties in interest.
- B. Testimony before the Board shall be relevant to the jurisdictional basis upon which the appeal is made.
- C. The appellant must state facts sufficient to permit the Board to find in favor of the appellant, within the powers and jurisdictional limitations of the Board as provided by Neb. Rev. Stat. §19-910, as amended. The appellant shall clearly indicate the manner in which the asserted facts fit into the powers and jurisdictional framework of the Board.
- D. The Board may ask questions of persons testifying. There shall, however, be no cross-examination or direct questioning in front of the Board between proponents and opponents.

406 Application of a Variance

No such variance shall be authorized by the Board unless it finds that:

1. The strict application of the zoning regulation would produce undue hardship;
2. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;
3. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

4. The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the zoning regulations. Variances granted by the Board of Adjustment run with the land.

407 Applicant Revisions to Variance Requests

The applicant may revise the request for variance at any time prior to the Board's hearing without invoking the requirements for resubmittal as outlined in Section 408. Revisions to the request that are made after the case has been publicly noticed will require the case to be re-noticed as required under State Statute.

408 Resubmittals

No adjustment or appeal of a decision or interpretation that has been denied shall be further considered by the filing of a new application for 1 year unless the new application contains a material change in the nature of the case. If a material change is claimed by the applicant, the Board shall first hear the applicant on the issue of materiality of said change before allowing the Secretary of the Board to post the required notices for a hearing on the merits of the case. Decisions regarding materiality shall only require a simple majority vote. No resubmittal concerning matters under consideration of the Board shall be accepted.

409 Withdrawals or Referral

Any matter which has been advertised for public hearing, may be withdrawn or deferred prior to preparation of the agenda before the meeting. Once the agenda has been prepared, items may be withdrawn or deferred only for good cause, with approval of the Chairperson or Vice Chairperson if the Chairperson is not available.

Rule V: FINAL ACTION**501 Procedure**

- A. "Final action" shall be defined to mean any vote on a variance, appeal, or map interpretation, which results in a favorable or unfavorable disposition of an appeal, including a finding of lack of jurisdiction. All subsidiary votes and procedural votes may be determined by the majority vote of the quorum present at any meeting.
- B. A motion to approve or deny shall be made and said motion shall have the necessary findings of fact to support said motion. A vote on final action on a matter not receiving 4 or more votes, as required by Neb. Rev. Stat. §19-910 (3), in favor of the motion shall be deemed to have failed.
- C. No further votes on this matter shall be taken unless the request is resubmitted in compliance with Section 408.
- D. The Board's decision, together with the supportive facts developed by the Board, shall be filed in the office of the City Clerk within 7 days of such final action.
- E. All decisions shall be considered as filed upon submittal to the City Clerk. Once a decision is filed with the City Clerk, the period for appeal shall begin.
- F. Appeals from the Board of Adjustment must be filed within 15 calendar days after the decision has been filed in the Office of the Board of Adjustment.

Rule VI: COMMUNICATIONS**601 Ex Parte Communications Prohibited**

The Board shall give every person who has an interest in a proceeding, or that person's representative, the right to be heard according to law. No Board member shall initiate, permit, or consider *ex parte* communications,

or consider other communications made to the Board member outside the hearing on the matter.

For purposes of this provision, *ex parte* communications prohibited under this rule shall include all communications related to a matter or proceeding before the Board that occur outside a meeting of a quorum of the Board except for the following:

- A. Communications with City staff as to administrative, factual and procedural matters excluding substantive matters regarding the merits of the case,
- B. Communications expressly authorized by law.

602 Procedure Regarding Oral Communications

Whenever any person initiates communications with a Board member regarding a filed application, the member shall refer that person to staff without discussing the matter. Whenever a person offers information directly to a Board member, the Board member shall report the information, identity of the source, and date of contact to the Board for inclusion in its formal record.

603 Written Material Sent to a Board Member

Pursuant to Rule 403, written material shall be submitted by interested parties to City staff and not directly to Board members. If written material regarding a filed application is transmitted to a Board member by the applicant or a member of the public it shall be forwarded to the staff for review and incorporation into the staff report.

Rule VII: RULES AND AMENDMENTS

701 Amendment Procedure

Amendments to these rules may be made by the Board upon the affirmative vote of 3 members, provided any such amendment is proposed at a preceding meeting, or is submitted in writing at the prior regular meeting of the Board, and is included in the minutes of such meeting or meetings.

702 Effective Date

These rules, and any amendments thereto, shall be effective immediately after their adoption by the Board by a vote of 3 or more members.

703 Availability of Rules

A certified copy of these rules and any amendments thereto shall be made available by placing them on record in the Office of the City Clerk within 10 days following the date of adoption.

Adopted by the Board of Adjustment on this _____ day of _____ 2025.



Mayor

ATTEST

City Clerk

ORDINANCE NO 2025-8.1

AN ORDINANCE OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA, TO AMEND § 52.02 OF THE CODE OF BENNET TO ADJUST THE WATER USAGE RATES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA:

Section 1. Section 52.02 of the City Code relating to water rates is amended as follows:

§ 52.02 RATES.

All water consumers shall pay the following rates for the use of water from the Water Department.

(A) *Residential rate.*

- (1) The residential rate shall be applicable when the building, premises or place receiving water service is located within the corporate limits of the city and is used for dwelling or family living purposes.
- (2) The residential water rate shall be a minimum of \$28.50 per calendar month plus, ~~\$6.60 per 1,000 gallons of water or any portion thereof used during the month, up to 20,000 gallons, and an excess rate of \$25.00 per 1,000 gallons of water or any portion thereof used in excess of 20,000 gallons during the month, or an amount set by separate resolution.~~

1x Base Rate per thousand gallons 0 to 20,000 gallons, plus

2x Base Rate per thousand gallons 21,000 to 30,000 gallons, plus

4x Base Rate per thousand gallons 31,000 to 40,000 gallons, plus

8x Base Rate per thousand gallons 41,000 to 50,000 gallons, plus

Max Rate per thousand gallons in excess of 51,000 gallons

- (3) The Base Rate and Max Rate may be established and adjusted by the City Council by separate resolution or ordinance.

(B) *Non-residential rate.*

- (1) The non-residential rate shall be applicable when the building, premises or place receiving water service is located within the corporate limits of the city and is used for commercial, industrial, institutional or other non-residential purposes.

- (2) ~~The non-residential water rate shall be a minimum of \$28.50 per calendar month plus \$6.60 per 1,000 gallons of water or any portion thereof used during the month, or any amount set by separate resolution.~~

1x Base Rate per thousand gallons 0 to 20,000 gallons, plus

2x Base Rate per thousand gallons 21,000 to 30,000 gallons, plus

4x Base Rate per thousand gallons 31,000 to 40,000 gallons, plus

8x Base Rate per thousand gallons 41,000 to 50,000 gallons, plus

Max Rate per thousand gallons in excess of 51,000 gallons

The water rate applicable to public schools shall be a minimum of \$28.50 per calendar month plus 1x Base Rate per thousand gallons.

- (3) The Base Rate and Max Rate may be established and adjusted by the City Council by separate resolution or ordinance.

(C) *Non-resident rate.*

- (1) The non-resident rate shall be applicable to all buildings, premises, or place receiving water service from the city which are located outside the corporate limits of the city.

- (2) ~~The non-resident water rate shall be a minimum of \$34.50 per calendar month plus \$6.60 per 1,000 gallons or any portion thereof used during the month, up to 20,000 gallons, and an excess rate of \$25.00 per 1,000 gallons of water or any portion thereof used in excess of 20,000 gallons during the month, or an amount set by separate resolution.~~

1x Base Rate per thousand gallons 0 to 20,000 gallons, plus

2x Base Rate per thousand gallons 21,000 to 30,000 gallons, plus

4x Base Rate per thousand gallons 31,000 to 40,000 gallons, plus

8x Base Rate per thousand gallons 41,000 to 50,000 gallons, plus

Max Rate per thousand gallons in excess of 51,000 gallons

- (3) The Base Rate and Max Rate may be established and adjusted by the City Council by separate resolution or ordinance.

(D) *Bulk rate.*

- (1) The bulk rate shall be applicable to those persons or entities who occasionally purchase water from the city after obtaining a permit to do so from Utilities Superintendent or City Clerk/Treasurer.
- (2) The recipient must make a refundable deposit of \$500.00 to the City. Upon the return of the water meter provided by the City, the deposit shall be refunded to the recipient. Additionally, \$48.00 is due for the first 1,000 gallons of water plus \$5 per additional 1,000 gallons of water or any portion thereof, or any amount set by separate resolution.

(E) *Waivers / Credits.*

- (1) A consumer may request a waiver of the excess rate, for good cause shown by proper documentation, for unexpected, non-irrigation overages (e.g., leaks).
- (2) A consumer may request a one-time waiver of the ~~excess~~ rate schedule upon issuance of a sod permit, not to exceed 50,000 gallons of water usage and subject to increased rates for overages. The cost of the sod permit and overage rates may be established and adjusted by the City Council by separate resolution or ordinance.
- (3) A consumer may request a one-time credit in the amount of \$150.00 upon documentation showing installation of a new or replacement rain sensor installed by a licensed irrigation contractor.

Section 2. The initial Base Rate is hereby set at \$6.60 per thousand gallons, or any part thereof. The Max Rate is hereby set at \$250.00 per thousand gallons, or any part thereof. The initial cost of a sod permit shall be \$250.00. The initial sod permit overage rate shall be the Max Rate per thousand gallons, or any part thereof.

Section 3. The City Clerk is directed to update the Master Fee Schedule accordingly.

Section 4. Any conflicting ordinances or parts thereof are hereby repealed.

Section 5. This Ordinance shall take effect and be in full force on _____ following its passage, approval, and publication or posting as required by law.

SUSPEND
READINGS _____
(3/4 VOTE)

FIRST READING 9-8-25
SECOND READING 10-13-25
THIRD READING _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

Ryan Cheney, Mayor

ATTESTED AND PUBLISHED IN BOOK OR PAMPHLET FORM WITHIN FIFTEEN (15)
DAYS OF PASSAGE ON THE ____ DAY OF _____ 2025.

Sue Biltoft, Village Clerk

Pern. Lights



CITY OF BENNET COUNCIL MEETING AGENDA REQUEST FORM

Name:	Kristi Sittner (Bennet Community Fund:
Address:	360 Fir St Christmas in the Park)
Phone:	308-380-2336
Email:	Ksittner@tailoredlandscapes.com

Brief explanation of issue presented for discussion:

If able to secure donation of Permanent decorative Lighting for under gutters on Shelter building, and/or the following gazebo, storage building by splash pad, would city allow?

If able, and timing works out, would it be OK if Neb. City Utilities hung a banner at the same time as when the City Decor is being installed on Power Poles (by Nov 22)

IF full donation can't be acquired would city be willing to chip in or match (#'s TBD)

Please Note: Request of a non-emergency nature must be received by the City Clerk no later than the **Wednesday** preceding the regular monthly meeting.

For Office Use Only:

Date Received: 11-5-25

Meeting Date: 11-10-25

Received By: [Signature]

Sue Bilstoft

From: Troy Nielsen <tnielsen@teamsignal.com>
Sent: Wednesday, September 24, 2025 1:09 PM
To: Sue Bilstoft
Subject: City Codes
Attachments: Neb Code Enforcement Power Point.pdf

Sue,
I've attached the enforcement booklet that shows a high level of what we do. The power point was too large to send so there's a couple of these slides that won't populate properly.
Each municipality is different with their wants and needs, so this can get tailored any direction you would choose.
We typically charge a fee for the time we're in town. This covers the ticket writing, follow-ups, and new issues. Any time or information outside of this, ie court appearance, depositions will then require an additional hourly rate.
Let me know what questions you have.
Thanks

Troy Nielsen
Owner
402-650-4665
tnielsen@teamsignal.com
Facebook: <https://www.facebook.com/SignalLincolnNE>
Linkedin: <https://www.linkedin.com/company/signal-of-lincoln>

Municipality Code Enforcement

2025



Signal Security

Code Enforcement is an unwanted yet pivotal task for all Municipalities across the State of Nebraska.



MUNICIPAL CODE ENFORCEMENT

Municipal Code Enforcement plays a critical role in maintaining quality of life living conditions and it helps level home values for the communities.

MUNICIPAL CODE ENFORCEMENT

If “Quality of Life” Code Enforcement issues are neglected, residents will turn to any public official, including City Hall, for correction.

MUNICIPAL CODE ENFORCEMENT

When issues aren't dealt with, citizens will often mimic their neighbors' bad habits or will take matters into their own hands and will retaliate against one another causing more issues.



What are "Quality of Life" Municipal Codes?

Quality of Life" Municipal Codes

- Accumulation of Junk or Debris in Yards.
- Animal Waste/Feces Cleanup.
- Improper Disposal of Rubbish or Garbage.
- Failure to Maintain High Grass, Weeds, or Plant Growth.
- Storage of Motor Vehicles, (unregistered/inoperative, disrepair).

Quality of Life" Municipal Codes

- Outside Placement of Indoor Appliances/Furniture.
- Failure to Remove Snow and Ice From Sidewalks.
- Improper Storage of Waste/Trash Containers.
- Storing or Discarding of Appliances/Furniture.
- **THIS JUST NAMES A FEW**

SIGNAL'S EXPERIENCE



Up to 80% of all "Quality of Life" code enforcement can be achieved with a simple **Reminder/Notice to Fix or Repair Card**. Also, a secondary follow up visit to the property to ensure the issues is resolved is critical. An explanation of the Municipal Code to citizens is helpful.

PART TITLE

Signal

Signal

Signal

Signal

Signal



SIGNALS Qualifications



Our Signal Officers are trained by a Nebraska Law Enforcement Police Captain with 34 years of experience.

He retired overseeing and training the Patrol Division as well as the City Code Enforcement Officers.

Signal Code Enforcement

Building a Program!

Signal would offer to build a Code Enforcement program within your community to handle the “Quality -of- Life” Code Enforcement Issues, and report directly to the City Council or Village Board.

Educate and Enforce the Quality-of-

Life Issues

***We Believe Municipal Code
Enforcement is right up our
alley!***



***Once the program was built,
Signal would provide a trained
Security Code Enforcement
Officer, to respond to
“Quality -of-Life” Municipal
Code violations in your
community.***

Signal



Signal

Signal

SIGNALS Experience



Most citizens just need to be reminded how the municipal code works, and they fix the problems on their own.

SIGNALS Remedies

Those citizens that choose not to Repair, or Remove, or Fix the issue are referred to City Council or the City Attorney.

A Report with Photos would be provided.

The Signal Officer would be summoned for testimony if necessary.

Signal Code Enforcement

Duties to Be Performed

1. Signal will be on site in the community on a specified day, 2-3 hrs. per week, generally between 8:00 am and 4:00 pm (Mon-Sat).
2. Signal will check in with the City Clerk if they are on duty at the time of arrival.
3. The City Clerk would provide any “Quality-of-Life” code violations that may have been reported that should be dealt with.

Duties to Be Performed

4. Signal would issue Notice to Fix, Repair or Remove specific item(s) in paper form to the citizen. This is also documented in a report to city council.
5. Signal reports will have photos of the violations, the name of citizen, date of violation and follow up date.
6. Signal will patrol the community for code violations if no complaints are filed and document the actions taken.
7. Signal will clock hours with GPS tokens to verify the date and time in the community.

Signal Code Enforcement

Duties to Be Performed

8. Signal will accept complaints from private citizens in reference to code violations to be investigated on the date of arrival.
9. A direct phone number will be provided and posted for complaints to be followed up on.
10. Weekly Reports will be sent to the City Clerk and City Council via email for approval.

Duties to Be Performed

11. Any City Council Agenda item that deals with Signal's Code Enforcement or questions from City Council, Signal would attend the Council Meetings for clarification.
12. Signal will testify should the need arise in all court proceedings.
13. Signal would keep a running log of issues dealt with and the disposition of those complaints for review by the City Council.

**SUGGESTED CITY CODES TO RECEIVE
NOTICE TO FIX, REPAIR OR REMOVE**

Obstructing Alleys
Fire Hydrants and Stations
Left of Curb
Display or Repair
Garbage, Trash and Waste

**SUGGESTED CITY CODES TO RECEIVE
NOTICE TO FIX, REPAIR OR REMOVE**

Animals Banned From Village
Fowl; Banned From Village
Running at Large
Sidewalks Kept Clean
Weeds

Overhanging Branches
Garbage/Refuse Collection
Wild Animals
Barking Dogs
Nuisances: Abatement

Signal



Signal

Questions?

Troy Nielsen

Owner

Signal of Lincoln

email

tjnielsen@teamsignal.com

main

402.650.4665



From: Jeffrey Ray [jeffrey@rayplans.com]
To: Sue Biltoft (cityclerk@cityofbennet.com) [cityclerk@cityofbennet.com],
jbuck@cityofbennet.com [jbuck@cityofbennet.com], Mayor [mayor@cityofbennet.com]
Cc: bschuele@olsson.com [bschuele@olsson.com]
Subject: Re: Ray Planning Services
Sent: Thu 10/23/2025 4:59 PM GMT-05:00
Importance: Normal
Dear Sue, Ryan, and Josh,

I am delighted to accept your invitation to visit on November 10th. Please find my resume attached for your reference. Could you kindly provide the meeting time and location at your earliest convenience?

Presently, I offer municipal and land use planning services on a contractual, hourly basis to communities in eastern Nebraska and several private entities. We can discuss your requirements and my hourly rate in more detail during our meeting. Please feel free to reach out if you have any questions.

Best regards,
Jeff
402.779.1070



From: Jeffrey Ray <jeffrey@rayplans.com>
Sent: Tuesday, October 21, 2025 6:40 PM
To: Brian Schuele <bschuele@olsson.com>
Cc: Sue Biltoft (cityclerk@cityofbennet.com) <cityclerk@cityofbennet.com>; Mayor <mayor@cityofbennet.com>; jbuck@cityofbennet.com <jbuck@cityofbennet.com>
Subject: Re: Ray Planning Services

Brian:

Thank you for the connection. I'll send a summary of my services in a separate email.

Jeff



From: Brian Schuele <bschuele@olsson.com>
Sent: Tuesday, October 21, 2025 2:15 PM
To: Jeffrey Ray <jeffrey@rayplans.com>
Cc: Sue Biltoft (cityclerk@cityofbennet.com) <cityclerk@cityofbennet.com>; Mayor <mayor@cityofbennet.com>; j buck@cityofbennet.com <jbuck@cityofbennet.com>
Subject: Ray Planning Services

Jeff,

Thanks for the chat. I've copied in Sue Biltoft (clerk), Ryan Cheney (mayor), and Josh Buck (council member). Would you please provide them with a summary of the services you provide for your various communities? The next council meeting is on Monday, November 10th at 7:00. If it works for you, I think it would be good for you to meet the council to discuss how your expertise might help the city in some key areas. Let us know if it works and we'll get you a spot on the agenda. If not, we can find another time to meet before the meeting.

Thanks!

Brian Schuele, P.E.
Project Manager / Civil Engineering

D 402.938.2407
C 402.547.6322

601 P Street, Suite 200
Lincoln, NE 68508
O 402.474.6311

olsson[®]

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Professional Engineering License in AR, NE, OH
[View Legal Disclaimer](#)

Jeffrey B. Ray, AICP

📍 1212 North 185th Street, Elkhorn, NE 68022

☎ 402.779.1070 | ✉ jrayaicp9294@gmail.com

Professional Summary

Senior Planner with over 30 years of experience in urban planning, land development, and community revitalization. Proven expertise in zoning administration, comprehensive planning, and entitlement strategy for both public and private sectors. Recognized for leadership in regional planning initiatives and civic engagement.

Professional Experience

Ray Planning Solutions, LLC — *Principal*

2025 – Present

- Provide planning consulting services to municipalities, counties, nonprofits, and private developers.
- Specialize in zoning administration, comprehensive plans, downtown revitalization, and redevelopment strategies.

JEO Consulting Group, Inc. — *Senior Planner*

2011 – 2025

- Led planning efforts for public entities and private developments.
- Facilitated zoning amendments, subdivision design, and strategic project development.
- Directed blight and substandard studies and master planning initiatives.

City of Fremont — *Community Development Director*

2009 – 2011

- Oversaw Planning, Building & Safety, Code Enforcement, and City Facilities.
- Initiated updates to the Comprehensive Plan and led branding efforts.
- Managed departmental budgets, staff, and interagency coordination.

SunCal Companies — *Forward Planner*

2006 – 2008

- Oversaw planning and entitlements for the Northern California Division.
- Provided due diligence and design consultation for large land development proposals.
- Managed the engineering consultants for subdivision and zoning approvals.
- Prepared and presented proposed land development projects at public meetings.

Centex Homes — Director of *Community Development*

2009 – 2011

- Managed the entitlement process for residential developments in the Sacramento region.
- Collaborated with a multi-disciplinary team to develop project strategies and entitlement approvals.
- Managed departmental budgets, staff, and interagency coordination.

Psomas —*Director of Planning and Entitlements*

2000 – 2005

- Facilitated an expedited entitlement process clients in Los Angeles and Sacramento
- Managed the project budgets and coordinated with engineering staff.

Universal Studios —*Planning Manager*

1998 – 2000

- Managed the building permit and current planning approvals for the 415-acres campus.
- Provided community and government relations to the City and County of Los Angeles.

Planning Associates, Inc —*Planner*

1995 – 1998

- Facilitated an expedited entitlement process clients in Los Angeles and Sacramento
- Managed the project budgets and coordinated with engineering staff.

Education

Master of Community and Regional Planning

University of Nebraska, Lincoln, NE — 1994

- Dual Emphasis: Built and Natural Environments
- Thesis: *Use of Tax Increment Financing in Planning*

Bachelor of Architectural Science

University of Nebraska, Lincoln, NE — 1992

Civic & Professional Affiliations

- APA – Private Practice Division, Secretary & Treasurer (2024–Present)
- Nebraska APA Chapter, President (2020–2024)
- Nebraska MainStreet Board, Chair (2020–2025)
- Sarpy County Economic Development Board (2018–Present)
- Leadership Nebraska, Class VIII
- APA & AICP Member (1995–Present)
- Veteran US Army (1986-1998)

I. LINCOLN

The City of Lincoln has a Planning Director, and the permitting process is coordinated with other city and county agencies like Health, Planning, Transportation and Utilities, and Urban Development. The City provides a Building Plan Checklist that lays out what applications and documents are necessary to apply for a building permit:

1. Applicants need to submit 3 sets of drawn to scale plans.
2. The application itself must include (a) the building permit, (b) a curb cut permit if in city limits; (c) an impact fee if in city limits; (d) water/sewer tap applications; (e) a completed Nebraska State Energy Compliance form; (e) an Individual Lot Notice of Intent (when you plan to start); and (f) an extra 8.5 x 11" plan for filing.
3. A site plan that must include (a) the location and size of building and window wells; (b) setbacks from the lot line; (c) easements; (d) zoning and minimum building setbacks; (e) street names; (f) legal description of property; (g) lot dimensions; (h) north arrow and an indication of the scale used; (i) parking spaces dimensioned and driveway access; and (j) foundation, street, and lot corner elevations.
4. A footing / foundation plan that must include (a) the size of footings; (b) the size and height of the foundation wall; (c) the size and spacing of steel reinforcing when used; (d) beam pockets (indicating minimum beam spacing); and (e) a depiction of the egress well.
5. Floor plans that must include (a) the use of rooms; (b) room sizes, door sizes, smoke/CO detector locations, exhaust fans, and attic access; (c) window locations and the size of windows, with tampered (tempered?) windows noted; (d) window and door header sizes; (e) floor joist size and spacing, indicating the direction of joists; (f) the size of wood or steel support columns; (g) beam sizes and lumber species, or steel beam size.
6. For the Elevations of the Four Sides of the Building (referenced in 3(j) above), this information must include (a) door and window location; (b) porches; (c) the roof slope; (d) roof overhang; (e) the type of roofing used; (f) roof vent locations; and (g) brick or siding selection.
7. A wall section description that includes (a) footing / foundation detail; (b) anchor bolt size and spacing; (c) still plate and floor joist (size & spacing, species & lumber grade); (d) the type of subfloor material and thickness; (e) the size of studs, plates, ceiling joist, rafters (and spacing); (f) truss details where used; (g) the type and thickness of insulation (R-values); (h) wall and roof sheathing (type and thickness); (i) exterior wall weather resistive barrier detail; (j) the roofing material used; (k) a 6" minimum clearance of untreated wood to grade; and (l) an ice and water shield.
8. A window schedule that includes (a) the size and type of window; and (b) rough opening size, glass and vent size.
9. A stair detail sheet that includes (a) the rise and run; (b) headroom; (c) handrail width; (d) landing and guardrail detail; and (e) spacing of balusters in railings.

II. WAVERLY

The City of Waverly publishes a Policy Guidelines for a Residential Construction Project sheet with steps that walk through the application process. They note that this sheet is a guideline, and that municipal/state law controls.

Step 1: Submit building permit with two sets of plans and drawings to the City office.

- For a new home construction, a ResCheck certificate is required to be submitted with the plans to show compliance with Energy Conservation and Residential Codes.
- For additions, garages, and sheds, more detail is required – these must also include a site plan that shows the lot dimensions, location of proposed project, location of existing structures, and the dimensions between them.
- For modifications to existing structures, a sketch showing the changes and dimensions will “probably suffice.”

Step 2: The City reviews the plans.

- The proposed project must meet local zoning requirements. The City Clerk checks the plans against the zoning ordinance to confirm permissibility.
- The City Clerk checks for compliance with other building codes, including structural, mechanical, electrical, plumbing, and fire. This is to identify potential problems.
- The City will contact the developer and advise if the plans are approved or if changes need to be made.
- The developer must expose lot pins to determine where property lines are and must also stake out the proposed project on the lot. The City will check the building setbacks for compliance with location requirements.

Step 3: Once the plans and stakeout are approved, the City issues the building permit.

Step 4: At appropriate times during construction, the City will perform inspections of the work to ascertain if it complies with the plans and codes.

- The developer is charged with calling the City when they are ready for inspection.
- Identified problems must be corrected before work can continue.
- These inspections may be required: (a) stakeout; (b) footings; (c) foundation walls; (d) drainage / waterproofing; (e) water/sewer taps; (f) ground plumbing; (g) rough-in; (e) wood burning stove or fireplace; (f) insulation; (g) sidewalk/driveway; (h) final inspection.

III. HICKMAN

The City of Hickman employs a director of permits, zoning, codes and floodplain.

The City of Hickman's application packet includes 27 pages containing (a) the residential construction permit application form; (b) a new construction checklist; (c) electrical permit application; (d) plumbing permit application; (e) a supplemental plumbing questionnaire (booster pump, pressure regulator use); (f) HVAC permit application; (g) fuel gas installation permit application; (h) curb cut permit application; (i) sidewalk permit application; (j) a sediment in the right of way notice and acknowledgement form; (k) a contractor information sheet for sediment and sidewalk specs; (l) a Nebraska energy code certification form; (m) a sidewalk placement enforcement notice; and (n) an acknowledgement form for electrical contractors, including an Exhibit A that outlines local amendments to the National Electrical Code.

The primary permit application form is very similar to Bennet's, but with more robust disclaimer language. Theirs says:

"The undersigned hereby certifies that they have read and examined this application and know the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any state or local law regulating construction or the performance of construction."

		Debit
6-Albers David		\$ 500.00
6-Benes Tosha		\$ 500.00
6-Border Suzanne		\$ 500.00
6-Bruss Ivan		\$ 500.00
6-Bruss John		\$ 500.00
6-Cochrane Al		\$ 500.00
6-Cooper Jason		\$ 500.00
6-Dowding Lyle		\$ 500.00
6-Dowding Ron		\$ 500.00
6-Ebers Cathy		\$ 500.00
6-Fox Barry		\$ 500.00
6-Genereux Gary		\$ 500.00
6-Goodrich Lonnie		\$ 500.00
6-Grant Brian		\$ 500.00
6-Hays Dale		\$ 500.00
6-Hillman Keith		\$ 500.00
6-Hoover Randall		\$ 500.00
6-Hubbard TJ		\$ 500.00
6-Hutt Arthur		\$ 500.00
6-Jacka Teresa		\$ 500.00
6-Johanson Steve		\$ 500.00
6-Johnson Jack		\$ 500.00
6-Kemper Noel		\$ 500.00
6-King Gary		\$ 500.00

		Debit
6-King Shane & Karis		\$ 500.00
6-Kinzie Scott		\$ 500.00
6-Knapp Trevin		\$ 500.00
6-Martin Patrick		\$ 500.00
6-Meyer Duane		\$ 500.00
6-Molfese Dennis		\$ 500.00
6-Murray, Michael		\$ 500.00
6-Oehlert Theodore		\$ 500.00
6-Penterman Farms		\$ 500.00
6-Ringland Ron		\$ 500.00
6-Ruisinger Bob		\$ 500.00
6-Smith Brent		\$ 500.00
6-Smith Russ		\$ 500.00
6-Staiert Gary		\$ 500.00
6-Stephens Michelle		\$ 500.00
6-Talcott Norris		\$ 500.00
6-Tang Eric		\$ 500.00
6-Valla Chad		\$ 500.00
6-Velander William		\$ 500.00
6-Young, Pemelia		\$ 500.00
		\$ 22,000.00

COOPERATIVE SERVICE AGREEMENT

This COOPERATIVE SERVICE AGREEMENT (the “Agreement”) is made and entered into as of **January 1, 2026** by hand between **Uribe Refuse Services, Inc.** (“Uribe Refuse Services” or “Contractor”) and **City of Bennet** (the “Account” or “City”), in order to govern the refuse service relationship between the parties that are owned or controlled by Account before and after completion. (collectively, the “Account”);

NOW, THEREFORE, in consideration of the mutual covenants and other agreements set forth below, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties hereby agree to the following:

Term. The “Term” of this Agreement shall commence on **January 1, 2026** and remain in effect until **December 31, 2028**. The “Term” of this Agreement is for a period of three (3) years (the “Initial Term”) commencing on the Effective Date.

Compactor Service Price. Provided that Account is in compliance with the terms of this agreement, **Uribe Refuse Services** shall supply account firm pricing for the entirety of this agreement. Hauling services for **trash** compactors & open top or lidded roll offs will be **\$257.50** per pull with 3% increases in effect on October 1, 2026 & 2027 per contract already in place.

Residential Service Price. Provided that Account is in compliance with the terms of this agreement, **Uribe Refuse Services** shall supply account firm pricing for the entirety of this agreement. Hauling services for **residential trash** will be **\$23.00** per month with a \$1.00 per month increase in effect on January 1, 2027 & 2028. Each residence will be provided a 95-96 gallon trash container. Recycling & yard waste collections are optional per residence & will be paid for by the resident.

Commercial Service Price. Commercial businesses vary depending on their waste generated & recycling efforts within their location & many are constrained in their space for having the proper size of container(s) to contain their volumes. Each business also has a different stream of waste by weight & therefore needs to have more days of service &/or might be priced differently due to these factors. We will cater to each business and provide what is needed to accommodate their needs.

Disposal. All disposal costs associated with the compactor will be passed on to “Account”. Currently, 10/1/2025, the G&P Landfill charges \$60.92/ ton & Bluff Road Landfill charges \$52.09/ton with a \$2.50/ton increase slated for January 1, 2026 which will make the total \$54.59/ton. Any annual increases from the G & P Landfill or Bluff Road Landfill will be passed direct to “Account”. In the event there is a permit required for disposal, “Account” will be fully responsible for any and all fees. No competitive garbage or recycling containers permitted on property.

Additional Services. In addition to the services otherwise required under this Agreement, Uribe Refuse Services shall provide the following services to the City for the duration of the Term, at no charge unless otherwise expressly stated herein: (1) Contractor shall haul solid waste from the following City locations at no charge: the ballfield, City parks, the post office, and the City office; (2) Contractor shall continue its past practice of providing, at no charge, solid waste hauling and related services (including portable restroom services) for the City’s annual street dance and the City’s “Fallidays” events; (3) Contractor shall provide roll-off containers and associated hauling services for the City’s annual “Clean Up Day.” The City shall be financially responsible only for the landfill tonnage fees associated with waste disposed from the roll-off containers. Contractor shall not charge the City any rental, delivery, hauling, or other fees for such roll-off services.

Contractor’s provision of the above services is included in consideration for this Agreement and shall not be grounds for any rate adjustment, surcharge, or additional compensation unless modified by written amendment executed by both parties.

Amendment; Termination. Uribe Refuse Services reserves the right to amend, modify, or terminate this Agreement at any time upon supplying sixty (60) days written notice; provided, that upon any such termination, Uribe Refuse Services shall have no further obligation or liability of any kind to Account, including any obligation to make any further payments, and shall be entitled to remove all Uribe Refuse Services. Account will have the right to cancel with cause at any time. Uribe Refuse will be given a maximum of thirty (30) days to rectify/ correct any service issues that would call for cancellation.

Representations & Warranties. Uribe Refuse Services and “Account” each represent and warrant to the other the following: (a) it is duly organized and existing under the laws of its state of incorporation, is duly certified to do business in the states in which it operates, has all necessary power and legal authority to enter into and perform its obligations hereunder; and the person executing this Agreement on such party’s behalf has the authority to bind such party to this Agreement and that authority has not been modified, limited or revoked; and (b) no other written or oral agreement, obligation or commitment entered into or made by such party before the Term of this Agreement conflicts with such party’s obligations to the other party or restricts such party’s performance of this Agreement.

Indemnification. To the fullest extent permitted by law, Uribe Refuse Services shall indemnify, defend, and hold harmless the City of Bennet, as “Account,” its officers, officials, employees, agents, and volunteers (collectively, the “City Parties”) from and against any and all claims, demands, actions, damages, losses, liabilities, fines, penalties, judgements, costs, expenses (including reasonable attorneys’ fees and litigation expenses) arising out of, relating to, or resulting from: (1) the performance or non-performance of this Agreement by Uribe Refuse Services or its employees, agents, subcontractors, or representatives; including any claim alleging negligence, fault, or wrongful act or omission of the City Parties; and (2) any condition, deficit, or operational activity associated with Uribe Refuse Services’ services under this Agreement. This obligation applies regardless of whether such claim is caused in part by the negligence, act, or omission of any City Party; provided, however, that Uribe Refuse Services shall not be required to indemnify any City Party for the City’s sole negligence or willful misconduct, except to the extent such indemnification is enforceable under applicable law. Uribe Refuse Services’ duty to defend arises immediately upon presentation of a claim and is separate and independent Uribe Refuse Services’ duty to indemnify. The obligations of this Section shall survive termination or expiration of this Agreement.

No Partnership; Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

Miscellaneous. The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and facsimile copies or photocopies of signatures shall be as valid as originals. This Agreement, and the parties’ conduct arising out of or related to it, shall be governed by Nebraska law, without regard to its choice of law rules. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable. Exhibit A is integrated herein as though set forth in full.

Confidentiality. All the terms and conditions of this “Agreement” are confidential, and neither party shall disclose any term hereof without the prior written consent of the other party unless disclosure is required by applicable law, it being understood and agreed that monetary damages would be an inadequate remedy for any breach of this obligation.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF BENNET

URIBE REFUSE SERVICES, INC

By: _____
Ryan Cheney, Mayor

By: _____
Brad Uribe, Owner and President

Date: _____

Date: _____

EXHIBIT A

Uribe Refuse Services Equipment Terms & Conditions:

Uribe Refuse Services shall retain ownership of all items Uribe Refuse Services Equipment owns or leases and permits the Accounts (and the Account tenants) to use, and Uribe Refuse Services shall be entitled to remove them upon the earlier to occur of the conclusion of the Term or termination of this Agreement.

At Account's sole expense, Account shall (and shall cause tenants to): (a) use due care in handling Uribe Refuse Services Equipment and not place, or permit any employee, agent, contractor or supplier to place, Uribe Refuse Services Equipment in a section of the account premises where such party knows, or should know, that the Uribe Refuse Services Equipment will become damaged.

Account shall (and shall cause the Account tenants to) use Uribe Refuse Services only to store agreed upon refuse material and shall not use Uribe Refuse Services Equipment to store or display any other item or for any other purpose.

Account shall (and shall cause the Account tenants to) display on the Uribe Refuse Services Equipment in Account's or any Account properties possession only the proprietary marks which Uribe Refuse Services may, from time to time, designate, and shall not display other trademarks, service marks, trade names, words, designs, graphics, three-dimensional objects, symbols, logos, or other identifications mark or commercial symbol of any kind.

Account shall not (and shall cause the Account tenants not to) sell or otherwise dispose of any Uribe Refuse Services Equipment or otherwise knowingly permit Uribe Refuse Services Equipment to be sold or otherwise disposed of by any employee, agent, contractor or supplier or used by any such person for any purpose not permitted by this these Terms & Conditions.

COOPERATIVE SERVICE AGREEMENT

This COOPERATIVE SERVICE AGREEMENT (the “Agreement”) is made and entered into as of **January 1, 2026** by hand between **Uribe Refuse Services, Inc.** (“Uribe Refuse Services”) and **City of Bennet** (“Account”), in order to govern the refuse service relationship between the parties that are owned or controlled by Account before and after completion. (collectively, the “Account”);

NOW, THEREFORE, in consideration of the mutual covenants and other agreements set forth below, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties hereby agree to the following:

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“Account” will have: provided that such “Account” property is in compliance with the Uribe Refuse Services Equipment Terms and Conditions.

No competitive garbage or recycling containers permitted on property.

Amendment; Termination. Uribe Refuse Services reserves the right to amend, modify, or terminate this Agreement at any time upon supplying sixty (60) days written notice; **provided**, that upon any such termination, Uribe Refuse Services shall have no further obligation or liability of any kind to Account, including any obligation to make any further payments, and shall be entitled to remove all Uribe Refuse Services. Account will have the right to cancel with cause at any time. Uribe Refuse will be given a maximum of thirty (30) days to rectify/ correct any service issues that would call for cancellation.

Representations & Warranties. Uribe Refuse Services and “Account” each represent and warrant to the other the following: it is duly organized and existing under the laws of its state of incorporation; is duly certified to do business in the states in which it operates, has all necessary power and legal authority to enter into and perform its obligations hereunder; and the person executing this Agreement on such party’s behalf has the authority to bind such party to this Agreement and that authority has not been modified, limited or revoked; and (b) no other written or oral agreement, obligation or commitment entered into or made by such party before the Term of this Agreement conflicts with such party’s obligations to the other party or restricts such party’s performance of this Agreement.

No Partnership; Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an

independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

Miscellaneous. The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and facsimile copies or photocopies of signatures shall be as valid as originals. This Agreement, and the parties' conduct arising out of or related to it, shall be governed by Nebraska law, without regard to its choice of law rules. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

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CITY OF BENNET

URIBE REFUSE SERVICES, INC

By: _____

By: _____

Date: _____

Date: _____

Print Name:

Owner and President
Brad Uribe

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VAN BUREN ST

GARDEN ST

Extend pipe, fill in ditch, replace sidewalk.

Replace broken culvert beneath sidewalk.

Manhole

Fill in hole. Grade to drain to area inlet.

Area Inlet



Opinion of Probable Cost
 Bennet 2025 Street Improvements
 10/10/2025



Area	Item	Quantity	Unit	Unit Cost	Total Cost
Van Buren/Garden	Remove Pipe	12	LF	\$9.00	\$108.00
	Remove Deris and Concrete Flow Liner	1	LS	\$500.00	\$500.00
	Remove Sidewalk	144	SF	\$2.00	\$288.00
	4" PCC Sidewalk	114	SF	\$8.25	\$940.50
	6" PCC Sidewalk	30	SF	\$15.00	\$450.00
	Handicap Dome	8	SF	\$35.00	\$280.00
	Concrete Collar	1	EA	\$650.00	\$650.00
	18" HDPE Pipe	24	LF	\$62.00	\$1,488.00
	Man Hole Connection Box with Ring and Cover	1	EA	\$4,622.00	\$4,622.00
	Area Inlet Box	1	EA	\$4,335.00	\$4,335.00
	36" Pipe Between the two Boxes	10	LF	\$194.00	\$1,940.00
	Seed Disturbed Area	800	SF	\$0.65	\$520.00
	Backfill Area Raise Grade	45	CY	\$30.00	\$1,350.00
	Mobilization & Traffic Control	1	LS	\$500.00	\$500.00
Construction Total:					\$17,971.50

\$17,472

Pavers Inc.

Mike Tidball PM

10/10/2025





Option 1

Interest Rate			
4.54%			
	Principal	Annual Interest	Running Total
2025	\$ 61,350.00	\$ 464.22	\$ 464.22
2026		\$ 2,785.29	\$ 3,249.51
2027		\$ 2,785.29	\$ 6,034.80
2028		\$ 2,785.29	\$ 8,820.09
2029		\$ 2,785.29	\$ 11,605.38
2030		\$ 2,785.29	\$ 14,390.67
2031		\$ 2,785.29	\$ 17,175.96
2032		\$ 2,785.29	\$ 19,961.25
2033		\$ 2,785.29	\$ 22,746.54
2034		\$ 2,785.29	\$ 25,531.83
2035		\$ 2,785.29	\$ 28,317.12
2036		\$ 2,785.29	\$ 31,102.41
2037		\$ 2,785.29	\$ 33,887.70
2038		\$ 2,785.29	\$ 36,672.99
2039		\$ 2,785.29	\$ 39,458.28
2040		\$ 2,785.29	\$ 42,243.57
2041		\$ 928.43	\$ 43,172.00
Interest Rate			
4.48%			
	Principal	Annual Interest	Running Total
2025	\$ 62,700.00	\$ 468.16	\$ 468.16
2026		\$ 2,808.96	\$ 3,277.12
2027		\$ 2,808.96	\$ 6,086.08
2028		\$ 2,808.96	\$ 8,895.04
2029		\$ 2,808.96	\$ 11,704.00
2030		\$ 2,808.96	\$ 14,512.96
2031		\$ 2,808.96	\$ 17,321.92
2032		\$ 2,808.96	\$ 20,130.88
2033		\$ 2,808.96	\$ 22,939.84
2034		\$ 2,808.96	\$ 25,748.80
2035		\$ 2,808.96	\$ 28,557.76
2036		\$ 2,808.96	\$ 31,366.72
2037		\$ 2,808.96	\$ 34,175.68
2038		\$ 2,808.96	\$ 36,984.64
2039		\$ 2,808.96	\$ 39,793.60
2040		\$ 936.32	\$ 40,729.92

Option 1

Interest Rate			
	4.42%		
	Principal	Annual Interest	Running Total
2025	\$ 64,050.00	\$ 471.84	\$ 471.84
2026		\$ 2,831.01	\$ 3,302.85
2027		\$ 2,831.01	\$ 6,133.86
2028		\$ 2,831.01	\$ 8,964.87
2029		\$ 2,831.01	\$ 11,795.88
2030		\$ 2,831.01	\$ 14,626.89
2031		\$ 2,831.01	\$ 17,457.90
2032		\$ 2,831.01	\$ 20,288.91
2033		\$ 2,831.01	\$ 23,119.92
2034		\$ 2,831.01	\$ 25,950.93
2035		\$ 2,831.01	\$ 28,781.94
2036		\$ 2,831.01	\$ 31,612.95
2037		\$ 2,831.01	\$ 34,443.96
2038		\$ 2,831.01	\$ 37,274.97
2039		\$ 943.67	\$ 38,218.64
Interest Rate			
	4.34%		
	Principal	Annual Interest	Running Total
2025	\$ 60,287.50	\$ 436.08	\$ 436.08
2026		\$ 2,616.48	\$ 3,052.56
2027		\$ 2,616.48	\$ 5,669.03
2028		\$ 2,616.48	\$ 8,285.51
2029		\$ 2,616.48	\$ 10,901.99
2030		\$ 2,616.48	\$ 13,518.47
2031		\$ 2,616.48	\$ 16,134.94
2032		\$ 2,616.48	\$ 18,751.42
2033		\$ 2,616.48	\$ 21,367.90
2034		\$ 2,616.48	\$ 23,984.38
2035		\$ 2,616.48	\$ 26,600.85
2036		\$ 2,616.48	\$ 29,217.33
2037		\$ 2,616.48	\$ 31,833.81
2038		\$ 872.16	\$ 32,705.97

Option 1

Principal Contribution		Approximate Annual Interest			
\$ 248,387.50		\$ 11,041.74			
Grand Total Interest					
\$ 154,826.52					
Interest left to be paid on bond					
\$ 145,335.00					
Percentage of bon	(Total bond interest minus bond interest already paid)				
106.53%					

Option 2

	Principal	Annual Interest	Running Total	Interest Rate
2025	\$ 59,237.50	\$ 394.92	\$ 394.92	4.00%
2026		\$ 789.83	\$ 1,184.75	
6 Month CD				
	Principal	Annual Interest	Running Total	Interest Rate
2025	\$ 63,855.00	\$ 409.74	\$ 409.74	3.85%
2026		\$ 2,048.68	\$ 2,458.42	
1 Year CD				
	Principal	Annual Interest	Running Total	Interest Rate
2025	\$ 63,430.00	\$ 385.87	\$ 385.87	3.65%
2026		\$ 2,315.20	\$ 2,701.06	
2027		\$ 385.87	\$ 3,086.93	
	Principal	Annual Interest	Running Total	Interest Rate
2025	\$ 63,005.00	\$ 383.28	\$ 383.28	3.65%
2026		\$ 1,916.40	\$ 2,299.68	
2027				
2028				

From: Jesse W. Schmidt
Sent: Thursday, October 16, 2025 12:22 PM
To: Sue Biltoft <cityclerk@cityofbennet.com>
Cc: Mayor <mayor@cityofbennet.com>
Subject: Getting on agenda for next council meeting

Sue,

I want to get on the agenda next month for two things:

1. I recommend we move the \$1.1 MIL in funds from UBT to NPAIT. They have about 50 basis points in higher interest, working out to about \$5,500 more in interest each year on that sum of money. IDK if anyone needs to see anything on that...
2. I am going to recommend the City move a chunk of funds form the general account to the street fund to be put in long-term time deposit SLGS to lock in high interest rates for the length of the remainder of the highway bond (earning more than we are paying in interest on them. I will have excel sheet on this later.

[1 Corinthians 16:13-14](#)

From: Jesse W. Schmidt
Sent: Thursday, October 16, 2025 12:48 PM
To: 'Sue Biltoft' <cityclerk@cityofbennet.com>
Cc: 'Mayor' <mayor@cityofbennet.com>
Subject: RE: Getting on agenda for next council meeting

By later, I mean I forgot I got it done already.

I got the total dollar amount based on how much we have in the General Fund, and Mr. Hobach's response to my budget questions saying funds from General could be moved to Streets.

On Page 5 - \$367,273 the Unassigned General Fund Balance – I take this to meant this is the approximate amount of funds the city has to “work with” or could be used for any purpose? Potentially thrown towards debt with a CD ladder with interest rates being higher on CDs than the debt itself currently. Or even used for additional Capital Improvement projects? Is that accurate? **It can be used for any General Fund purpose or transferred to Streets. I would highly recommend not using General Cash to pay off utility debt or fund utility projects.**

[1 Corinthians 16:13-14](#)



Jesse W. Schmidt

Financial Advisor, Shareholder

Jesse.Schmidt@rfc.com

Renaissance Financial | www.rfc.com

3600 Village Drive, Suite 110 | Lincoln, NE 68516

Direct or Text: (402) 682-3939 | Main: (402) 682-3900 | Fax: (402) 682-3905

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Sue Biltoft

From: Jesse W. Schmidt <Jesse.Schmidt@rfc.com>
Sent: Thursday, October 16, 2025 1:01 PM
To: Sue Biltoft
Cc: Mayor
Subject: RE: Getting on agenda for next council meeting
Attachments: SLGS Early Redemption Process.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Also,

These time deposits can be redeemed early; however, it is a 14-60 day redemption process (so not completely liquid, but still partially liquid.)

There would be no loss of principal on early redemptions unless interest rates INCREASE from their current levels. This is due to the way bond pricing works. If someone could go out and buy a new bond that is paying them higher interest than the existing bond we have, they will pay less for the existing bond paying less interest. If that happens, we could do the same thing though.

To: City of Bennet Clerk and City Council

New information

Olsson Action Item

City Action Item

Re: November 2025 City Engineering Report

Transportation Safety Action Plan

- Final preparation of plan is in progress.
- Upcoming grant deadlines:
 - State of NE TAP Funds: March 2026.
 - State of NE ASIP Funds: March 2026.
 - Safe Streets for All: June 2026.

Street Maintenance Plan

- Crack sealing: Complete.
- Asphalt emulsion seal coating: Complete.
 - Recommended every 3-5 years.
 - Benefits: Slows down oxidation and oil content loss, protects from petroleum damage.
 - Pavement Ages
 - Bennet Ridge (2007)
 - Apple Street (2019)
 - Rest (2017-2019?)
 - Madison, Garden, and Hackberry (2022) will be due in 2 years.

Street Improvements Plan

- Approximately \$80,000/year in the budget for street improvements/maintenance.
 - Recommend \$100,000 of street improvements for 2025 (\$20K carryover).
- Work is in progress.
- Tyler Street swale needed additional ditch grading, and we switched to a concrete swale to keep rock from filling in the low points.
- Asphalt repairs to be completed by end of November.
- Area inlet at VanBuren & Garden to be approved at November meeting.
- Cottonwood ditch cleanout south of Cochrane corner to be discussed at November meeting.

Water Main Extension Project

- Seeding/restoration has been completed. Hydrant flushout washed away some of the seeding. City to fill in and reseed these areas.

Water Supply Analysis

- **Olsson to send email to RWD showing year over year usage to show that the measures implemented are working. Notify them that a SCADA system has been installed and that additional irrigation restrictions have been implemented.**
- Water usage statistics:
 - Monthly Max: 5,400,000 gal.
 - Daily Max: 180,000 gal. (or 216,000 gal. at 150 gpm)
- RWD met with city on February 12th.
 - RWD has no short term plans for expansion of capacity. Long term plans include development of a new well.
 - Recommended irrigation restrictions to manage daily flows.
- RWD met with planning commission on April 17th
 - Stated that RWD has no ability to provide more water to the village. Recommended the village explore a well near Pella Road. Preliminary costs were provided by Olsson.

Sewer Improvements/Rates

- Asbestos sewer lining/replacement.
 - Phase I lining work is complete. Pre- and post-lining videos have now been received.
 - **Olsson to review videos.**
 - Phase II lining and manhole rehab is complete.
 - **Olsson to review videos.**
- Olsson is keeping track of improvements completed on a sewer map.
- Sewer Cleaning: 39,800 LF of sewer mains to be cleaned on a rotating schedule.
 - **City to perform video inspection of all mains once equipment is purchased.**
- Lagoon Cleaning
 - **Olsson to review frequency of cleaning that is necessary.**

Miscellaneous

- **Olsson to prepare exhibit and cost estimate for parking area behind tball outfield.**
- **Olsson to prepare exhibit and cost estimate for filling in drainage ditch northeast of Hwy 43 and Hackberry and replacing with storm sewer and inlets.**
- **Olsson to review alleys and make recommendations for vacation, if needed.**
- **Olsson to provide recommendation on stop sign at Prairie Clover & Switchgrass intersection.**
 - **Olsson to prepare educational flyer.**
- Street lights installed by NE City Utilities along Cottonwood and Tyler to fill in the gaps.
- Highway allocation is \$98 per capita, below the average of \$169 per capita.
 - Look into lane mile equation to see if widening makes sense.
 - **Olsson received info from state. Will run financial analysis.**
- Gravel road washouts:
 - 2 washouts on Cottonwood/Bennet. County to repair.
 - **Repairs have not been performed. Olsson to follow up.**
 - Small washout above Tyler St. box culvert. Monitor. No action at this time.
- Street Shop: Project on hold due to potential of acquiring an existing building.
- Water Tower Park: No action until further notice.

Development Reviews

- **Cochrane Corner:**
 - Security deposit/escrow needs paid. Escrow Agreement to be approved at July meeting.
 - Sanitary sewer installation is complete. Video inspections were reviewed and comments returned to developer/contractor for minor corrections.
 - Water installation is complete and bacteria testing will be performed this week.
 - Test results need to be submitted for compaction and sanitary vacuum/pressure testing.
- 420 Garden Street:
 - ADA parking striping was installed incorrectly and without signs. Wheelstops are needed in all parking stalls since there are no curbs.
 - Olsson emailed the owner to request correction.
- Coffee Shop
 - ADA striping/signage and wheelstop needs to be installed.
 - Olsson emailed info to City. **City to notify owner.**
- **Olsson to provide punchlist of items to be resolved before escrow is released, such as storm sewer cleaning, ditch grading and seeding, low spots in pavement, etc.**

Trails

- NDOT reached out to Olsson to discuss options to make pedestrian crossing at Dogwood Street safer across the highway. Olsson has followed up but not received a response. ***Will continue to follow up.***
- Potential Funding Sources:
 - State Funding
 - Transportation Alternatives Program (TAP)
 - Transportation Alternatives: General trail projects.
 - Safe Routes to School: School related trail projects.
 - This used to be a stand-alone program, but is now included as an eligible project type within TAP.
 - Recreational Trails Program: Recreational trail projects
 - This is different than the RTP through NE Game & Parks.
 - Funding window is currently closed. May be 2-5 years before a new funding notice is issued.
 - Recreational Trails Program (RTP)
 - Administered through NE Game & Parks, separate from TAP.
 - Federal Funding
 - Safe Streets and Roads for All (SS4A)
 - Rebuilding American Infrastructure Sustainably and Equitably (RAISE)

Tyler & Cottonwood Street Paving (info from 2021)

- Project Cost: \$1,250,000
 - \$95,000/year for 15 year bond at 1.75%
 - \$105,000/year for 15 year bond at 3.00%
- Current Levy Rates
 - Bennet: 0.304020
 - Adams: 0.475267
 - Hickman: 0.430992
 - Springfield: 0.500000
- Current village valuation: \$87.5 million
 - Project would require additional 0.11 village levy.
- Projected village valuation: \$103.1 million
 - After Evergreen Place, Cedar Brook, and Cochrane Corner.
 - Project would require additional 0.09 village levy.
- Cost of waiting:
 - Interest rate risk.
 - Material price increases.
- Benefit of waiting:
 - Potential infrastructure bill funding.

Thank you for the opportunity to serve your community as the City Engineer.

Sincerely,



Brian Schuele, PE

City of Bennet Maintenance Report

November 7th, 2025

Water

- Performed our monthly water test at 105 Switchgrass and 400 Tyler. Both Passed
- Read all water meters in the city, had 0 shut offs.
- Have flushed 82% of the hydrants in town before winter sets in
- Locates are still coming in for various reasons
- Installed new water meter at Zermatt
- Scheduled minor water leak fix at 105 Vince drive for Wednesday 11/13
- Pumped 2,623,000 million Gallons The daily max was 114,000 and the low was 66,000. The monthly Average was 85,000.
- Worked with the contractors at Cochran's Corner to get water main ready to be put in service
- Worked on getting backflow records up to date with the state. Called property owners with known backflows to let them know we need the current test done.
- Finally received the water meter for the water tower on 11/7. We will coordinate with Lovells to get that installed in the next few weeks.

Needs:

- I have talked with capitol tower about getting prices to put up spikes on water tower to help prevent the birds from sitting on the railings.

Wastewater Treatment Plant/ Sewer

- Completed monthly effluent testing and delivered to the lab in Omaha. The noncompliance from September has been corrected and we are all good with the state.
- Quarterly Daily Monitoring Reports were due on October 28th. They were turned in and approved on October 20th
- Worked with Cochran's Corner contractor to get sewer main in service. They passed the required tests.
- Replaced seals in 2 air valves. Have replaced seals in 6 out of 10 air valves.
- Treated 1.969 million Gallons with a daily high of 78,000 and a low of 55,000, AVG Flow 64,000
- We are still Under 50 Percent of the plant's max capacity of 150,000 gallons of daily flow.
- NPDES permit came back and was looked over. It has stayed the same for the most part. The only significant change is the ammonia level limits have lowered by 20%. The state will post it for public comment, and we should receive the finalized permit by the end of December.
- We have jetted when possible but with the cold weather coming in, we will be able to jet as long as it's not freezing, it will be on an emergency basis at that point until it warms up in the spring so the pump doesn't freeze. We are at 35% of the town done
- We received the new sewer camera and have worked with Insight Vision to get it ready to use. Had issues with the crawler but have since had it replaced. So far it seems to be something that we will get plant of use out of.

- Lift station was pump out last week. We used Allen Septic for the first time. They were cheaper and did a great job. We plan on Continuing to clean it out on a Bi-annual basis to stay on top of the grease and rag build up.

Streets

- Got plows ready for winter and up to the treatment plant
- We took out decked system and wired salt spreader in f250 and made sure everything worked. Had Ryan make a bracket for the controls to mount in f250.
- Called in 7 streetlights to NCU that were burnt out.
- Worked with pavers on storm sewer and drainage projects going on.
- Continued getting streetlight/pole number put into Subsurface maps

Needs: None at this time

General

- Replaced deck wheels on mower because of how worn they were. Serviced the mower for winter.
- Put fuel stabilizer in all equipment and gas-powered tools to get ready for winter.

Needs:

- Nothing new at this time

Dump

- Loaded metal into metal bins.
- Pushed up brush pile
- Burned brush pile
- Compacter was shifted when Uribe came to pick up container. We got it back into place and are having new mounts made to be able to anchor it back down. I'm guessing it was hit when they either pulled out or put in the container.
- Ian is continuing to work on Saturdays and had continued to come in one day during the week when he was available. With mowing done for the most part he will focus on just working on Saturdays at the dump.
- We finally got the dump position filled. Brad Parker will work on Tuesdays and Thursdays while Ian will stay on Saturdays.

Needs:

- Get a load of rock about the brush pile delivered

Parks and Ballfields

City Park:

- Holes in the park were filled in. We will put seed down in the spring and fertilize.
- Picked up tree limbs in park

- Fixed hot water heater at the park shelter.
- Winterized bathrooms

Needs:

- Seed and fertilize (Next Spring)

Whispering Pines:

- Mowing is just about done for the year. There is a very slight chance we may need to mow once more next week. But that should be it

Needs:

- Need to weed eat around the storm sewer inlets once it dries up to knock down weed over growth
- Need to have mulch added to tree bases and entrance garden and around bridge gardens.

T-Ball Field:

- Mowing is done for the year
- Winterized bathrooms and concessions

Needs:

- Mulch needs to be added around bleachers, trees, and landscaping.

South Ballfield:

- Was last mowed this week and will be done with mowing for the winter
- Winterized bathrooms and concessions

Needs:

- Mulch added around trees.
- The crow's nest and concession stand remodel needs to be finished.
- Should have the dugout benches and back stop painted. (spring)

Zach Fergus

Utilities Superintendent

City of Bennet

Overtime Worked
10-01-2025 to 10-31-2025

Deputy	Start - End	# Hours	Date	OT Type
22139 BRYANT, CHAD	0745 - 0915	✓ 1.50	10-22-2025	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	0730 - 1230	✓ 5.00	10-24-2025	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1000 - 1430	✓ 4.50	10-25-2025	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1610 - 1810	✓ 2.00	10-31-2025	SUPL CONTRACT-BENNET
		<u>13.00</u>		
22173 FUNK, JORDAN	1200 - 1400	✓ 2.00	10-21-2025	SUPL CONTRACT-BENNET
		<u>2.00</u>		
22217 CALDWELL, TREVOR	0745 - 1245	✓ 5.00	10-19-2025	SUPL CONTRACT-BENNET
		<u>5.00</u>		
		Total: 20.00		

BJ 902139
11-3-25



Lancaster County Sheriff's Office



Report of Contract Deputy Bryant
 Activity for the Village / Town / City of Bennet
 Date Worked 10-24-2025
 Start of Shift: 0730 End of Shift: 1230

Type codes: **REF** – referred by City Offices **BUS** – business / area check **SEL** – selective enforcement **F/U** – follow-up
HBO – handled by officer **UTL** – unable to locate **GOA** – gone on arrival **F/I** – field interview
O – other

Time (s)	Type	Location	Remarks
0730	SEL	Monroe/Apple	Traffic
0800	BUS	Bennet Elementary	School Safety
0830	SEL	Monroe / Garden	Traffic
1000	HBO	235 Monroe	Parking complaint. Owner notified and is moving vehicle.
1100	SEL	Bennet	Town patrol
1130	SEL	Hackberry/Garden	Traffic
1200	SEL	Monroe/Dogwood	Traffic

# of Citations Issued: _____	Warning / Defect Citations Issued: <u>4</u>
Total hours worked this date: <u>5</u>	Vehicle number: <u>980</u> Total mileage for this shift: <u>10</u>

Deputy Reporting Bryant 902139 Supervisor Approving