City of Bennet
City Council
NOTICE OF MEETING
August 12, 2024
Regular Meeting
Immediately Following Budget Workshop
Lancaster Rural Water District #1, 310 Fir Street, 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 July 8, 2024, City Council Regular Meeting Approval
   - 3.b. MINUTES of July 29, 2024, City Council Special Meeting Approval
   - 3.c. CLAIMS FOR PAYMENT
   - 3.d. TREASURER'S REPORT
   - 3.e. **RESOLUTION 2024-8.1**, a resolution directing the placement of a stop signs at the intersection of Garden Street and Jackson Street.
   - 3.f. **RESOLUTION 2024-8.2**, authorizes the signing of the Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. UNFINISHED BUSINESS
6. **NEW BUSINESS**
   - 6.a. **ALLO Communications**
     - 6.a.1. ALLO Communications representatives to present Allo Communications services and the opportunity to serve Bennet.
     - 6.a.2. Approval of Franchise Agreement with Allo Communications.
   - 6.b. Amy Long to request a reduction in parking requirements at 420 Garden Street and to request permission to establish on-street parking in lieu of the required off-street requirement.
   - 6.c. Approval of Municipal Water Easement Agreement with Roland Meyers for a water easement located on the south 30' of Lot 90, Section 3, Township 8N, Range 8E of the 60th PM, Lancaster County.
   - 6.d. **Water Rates**
     - 6.d.1. **ORDINANCE 2024-8.1**, an ordinance adopting water rates. (First Reading)
     - 6.d.2. Utility Committee recommendation to increase water rates to $6.60 per 1000 gallons to offset water rate increases imposed by Lancaster County Rural Water District No.1 effective October 1, 2024.
   - 6.e. **RESOLUTION 2024-8.3**, a resolution to submit to the voters of the City of Bennet at the General Election, the question whether to continue the existing Bennet Garbage Transfer Site at its current rates or contract for weekly curbside garbage service with Uribe Refuse Services.
   - 6.f. **Subdivision Development Fees.**
     - 6.f.1. Utility Committee to report their recommendation for implementing Subdivision Development Fees.
     - 6.f.2. **RESOLUTION 2024-8.4**, a resolution approving the Master Fee Schedule including Subdivision Development Fees.

*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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6.g. Approval of quote/agreement with Subsurface Solutions for utility mapping program.

6.h. Award of base bid and alternate bid for SCADA services to Automatic Systems Co. for $68,781.

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, and Code Enforcement Officer * Additions to submitted reports

8. COMMUNICATIONS

9. ADJOURNMENT

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City of Bennet, Nebraska
City Council
Minutes July 8, 2024
Regular Meeting

The Bennet City Council (the "Council") of the City of Bennet, Nebraska (the "City") held a regular business meeting on July 8, 2024 at 7:00 PM, at Lancaster Rural Water District #1, 310 Fir Street in the City, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statures of Nebraska, as amended, and having set forth (a) the time, date and place of the meeting: (b) that the meeting would be open to the attendance of the public; and (c) that the agenda for the meeting, kept continuously current, was available for public inspection at the office of the City Clerk and posted at the City Office, Post Office and First Nebraska Bank.

Mayor Ryan Cheney called the meeting to order at 7:00 p.m. and announced the location of the Open Meetings Act. City Clerk Michele Lincoln conducted roll call. Council Members in attendance were Pete Simmons, Dan Zieg, Steve Bettendorf, Justin Dorn, and Mayor Ryan Cheney. A quorum being present, and the meeting duly commenced, the following proceedings were taken while the meeting remained open to attendance by the public.

CONSENT AGENDA

a) MINUTES of June 10, 2024, City Council Regular Meeting Approval
b) CLAIMS FOR PAYMENT
c) TREASURER'S REPORT
d) RESOLUTION 2024-7.1, a resolution consenting to use of City right-of-way by Windstream Nebraska, Inc. for the installation of communications cable.
e) RESOLUTION 2024-7.2, a resolution a resolution approving the application of Tailored Life, Antique Anthology, and Love M to hold a Block Party on Fir Street between Monroe Street and Madison Street and Madison Street between Fir and Garden Street on September 8, 2024, for the Fallidays event.

Zieg moved and Bettendorf seconded a motion that all items under the consent agenda be approved and accepted as presented. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

Engineer Brian Schuele presented a plan for line striping for parking in the downtown area on Madison Street between Fir Street and Garden Street and Garden Street between Madison Street and Monroe Street. Fir Street was not included because there is not a consistent curb line. He offered to get a quote for the project.

Mayor Cheney introduced Ordinance 2024-5.2, AN ORDINANCE OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA, TO AMEND § 52.02 OF THE CODE OF BENNET TO IMPOSE AN EXCESS RATE ON WATER USAGE OVER 20,000 GALLONS PER MONTH; TO PROVIDE A GOOD CAUSE WAIVER PROVISION; TO PROVIDE A ONE-TIME SOD WAIVER PROVISION; TO PROVIDE A CREDIT FOR USERS WHO INSTALL NEW OR REPLACEMENT RAIN SENSORS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE AN EFFECTIVE DATE. Dorn moved and Zieg seconded a motion to

approve Ordinance 2024-5.2 third reading. Roll call vote: Bettendorf voted YES. Simmons, Dorn, Zieg voted No. Motion Failed.

The Utility Committee did not have a chance to analyze the water rates to make a recommendation for a rate increase as a result of Lancaster County Rural Water District #1's increase. They will meet in the next couple of weeks and make their recommendation to the City Council at the next meeting.

The Utility Committee did not have a chance to review the suggested development fees for new subdivisions. This will be tabled until next month.

Dorn moved and Bettendorf seconded a motion to approve Resolution 2024-7.3, a resolution hiring Zachary Furgas as Maintenance Person. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

Zieg moved and Simmons seconded a motion to approve Resolution 2024-7.4, a resolution to increase the wage for Utility Superintendent Mike Kucera. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

Dorn moved and Bettendorf seconded a motion to approve Resolution 2024-7.5, a resolution increasing the health insurance stipend for full-time City employees from $325 to $500 a month. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

The approval of Municipal Water Easement Agreement with Roland Meyers for a water easement located on the south 30' of Lot 90, Section 3, Township 8N, Range 8E of the 60th PM, Lancaster County was not ready for approval yet.

The RFP (Request for Proposal) for the SCADA (Supervisory Control and Data Acquisition System) system was submitted. This is for water and wastewater system control upgrades to replace outdated hardware. Engineer Brian Schuele pointed out the RFP included a price for additional software outside the base bid which would allow for real-time reports and remote login.

Zieg moved and Bettendorf seconded a motion to award the Cottonwood (Van Buren to Harrison) Street Repairs to Pavers for $23.011.65. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

Zieg moved and Steve Bettendorf seconded a motion to award the Van Buren (Cottonwood to Dogwood) Street Repairs to Pavers for $23,498.70. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

Zieg moved and Steve Bettendorf seconded a motion to award the Van Buren (Dogwood to Elm) Street Repairs to Pavers for $28,634.60. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

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Bettendorf moved and Zieg seconded a motion to award the City Park (Van Buren and Fir) Street *Repairs to Pavers for $16,818.15. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion* carried.

Zieg moved and Steve Bettendorf seconded a motion to award the Concrete Street Repairs to Pavers for $12,893.00. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

Submitted reports included Utility Superintendent, Sheriff's Office, and Engineer Report. Utility Superintendent Mike Kucera reported he had gotten some bids for tree trimming. It was reported that there was no stop sign at Garden Street and Jackson Street. A resolution will be drafted for the next meeting directing the placement of the stop sign.

Zieg moved and Simmons seconded a motion to adjourn at 7:52 p.m. Roll call vote: Simmons, Zieg, Bettendorf, Dorn voted YES. Motion carried.

City Clerk Michele Lincoln
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

City of Bennet, Nebraska
City Council
Minutes July 29, 2024
Special Meeting

The Bennet City Council (the "Council") of the City of Bennet, Nebraska (the "City") held a Special Meeting on July 29, 2024 at 6:00 PM, at Lancaster Rural Water District #1, 310 Fir Street in the City, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statures of Nebraska, as amended, and having set forth (a) the time, date and place of the meeting: (b) that the meeting would be open to the attendance of the public; and (c) that the agenda for the meeting, kept continuously current, was available for public inspection at the office of the City Clerk and posted at the City Office, Post Office and First Nebraska Bank.

Mayor Ryan Cheney called the meeting to order at 6:07 p.m. and announced the location of the Open Meetings Act. City Clerk Michele Lincoln conducted roll call. Council Members in attendance were Pete Simmons, Dan Zieg, Steve Bettendorf, and Mayor Ryan Cheney. Justin Dorn was absent. A quorum being present, and the meeting duly commenced, the following proceedings were taken while the meeting remained open to attendance by the public.

Zieg moved and Bettendorf seconded a motion to increase the capitalization policy from $1,000 to $5,000. Roll call vote: Simmons, Zieg, Bettendorf voted YES. Motion carried.

The Mayor and City Council reviewed and discussed the Capital Improvement Plan (CIP) projects. The agreed upon projects are as follows:

PROJECT #	PROJECT	AMOUNT	YEAR
Project #9	Water Main Looping	$ 475,000.00	24/25
Project #19	Water Storage Tank - Maintennace Contract	$ 54,956.00	24/25
Project #23	Additional Water Storage Facility	$ 1,000,000.00	26/27
Project #32	Office Building/Community Center	$ 3,500,000.00	25/26
Project #42	Update PLC @ WWTP	$ 50,000.00	24/25
Project #43	Lagoon Cleaning	$ 150,000.00	24/25
Project #44	Van Buren & Garden St. Area Inlet	$ 20,000.00	24/25
Project #45	Cottonwood & Tyler Street Paving	$ 1,500,000.00	25/26
Project #48	Contribution towards Pre-School Park Equip	$ 10,000.00	24/25
Project #50	Dump Truck	$ 100,000.00	24/25
Project #51	Jetting Sewer Mains - 25% Annual Maintenance	$ 6,000.00	24/25
Project #52	Brush Hog - attachement for BobCat	$ 5,000.00	24/25

Project #59	City Trail System: Phase I - Planning	$ 125,000.00	24/25
	Phase II - Construction	$ 2,500,000.00	25/26
Project #60	Asphalt Sealing	$ 15,000.00	24/25
Project #61	Text My Gov	$ 2,000.00	24/25
Project #62	Sanitary Sewer Video Inspection	$ 70,000.00	24/25
Project #65	Snow Blade for future truck purchase	$ 15,000.00	25/26
Project #66	Basketball/Pickle Ball Court, 1/2 court	$ 15,000.00	25/26
Project #67	Annexation Plan	$ 20,000.00	24/25

Zieg moved and Simmons seconded a motion to adjourn at 7:24 pm. Roll call vote: Simmons, Zieg, Bettendorf voted YES. Motion carried.

City Clerk Michele Lincoln
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

Accrual Basis

City of Bennet
Monthly Claims
August 2024

Name	Memo	Credit
ABC Termite & Pest Control Inc.	Pest Control	230.00
All Road Barricades Inc.	Barricades	157.50
Black Hills Energy	Gas Utility	42.69
Casey's General Stores, Inc.	Fuel	326.44
Eldon Schroeder	Paint for Hydrants	26.81
Farmers Coop Dorchester	Tires	35.00
First Nebraska Bank	ACH Fees	70.00
Global Chemicals, Inc.	Chemicals	888.85
Hochstetler, David	Inspections	90.00
IRS/Department of Treasury	FED Withholding	1,765.34
IRS/Department of Treasury	Fed Withholding	740.56
IRS/Department of Treasury	Fed Withholding	2,377.36
Kreifels, Jeff	Inspector	90.00
Lancaster County Sheriff	Patrol	1,320.00
LARM	Insurance	155.74
League of Nebraska Municipalities	Dues	4,917.00
Lovell Excavating	Maintenance & Repair	6,130.00
LPL Financial	Employee Investment	283.52
LPL Financial	Employee Investment	289.16
LPL Financial	Employee Investment	285.58
Marlene Sturdy	Mileage	107.87
Matrix Business Systems, Inc.	Copies	91.42
McKeil Michaelek	Return-Duplicate Charge	1,251.15
Menards	Supplies	134.60
Midwest Labs	Effluent Test	237.37
NAPA (A Street Auto Parts Inc)	Supplies	26.10
NCS INC	IT Support	379.18
NE Municipal Clerk's Association	Dues	100.00
NE Public Health Environmental Lab	Testing	30.00
Nebraska City Utilities	Electric	3,896.59
Nebraska Code Consulting and Inspections	Inspections	480.00
Nebraska Dept. of Revenue	State Withholding	545.39
Nebraska Dept. of Revenue	State Withholding	645.55
Nebraska Dept. of Revenue	Sales & Use Tax	1,226.57
Nebraska Dept. of Revenue	Keno Tax	363.00
Nebraska.gov	Pay Port Fraud Refund	7,123.98
Olsson Inc.	Engineering	7,015.96
One Call Concepts, Inc.	Diggers Hotline	17.14
Prentice Pest Management	Pest Control	59.00
Quality Resource Group	Supplies	210.28
Roland Meyer	Utility Easement	500.00
Rural Water District No. 1	Water	9,525.00

City of Bennet
Monthly Claims
August 2024

Solheim Law Firm	Legal	1,000.00
TCA Outdoor Power Bennet	Parts	36.99
The Voice News	Publication	193.18
TSC	Supplies	29.46
Twisted Thunder Fireworks LLC	Bond Refund	500.00
Uribe Refuse Services, Inc.	Refuse	2,742.40
USA Blue Book	Supplies	285.70
Verizon Wireless	Phones	132.80
Visa/Bank One	Supplies	2,288.14
Walker Country Mowers LLC	Mower	76.22
Windstream	Phones	383.49
Payroll		24,139.45
Mayor/Council Pay		1,000.85
Employee Stipend		613.64

CITY OF BENNET
TREASURER REPORT
August 2024

	May-24	Jun-24	Jul-24
(B) 2 VLG Checking	1,505,962.57	1,490,472.54	1,540,530.02
(B) 2009 Sewer Bond MM	38,769.84	39,931.41	41,456.98
(B) Park Improvement Savings (1/4)	12,520.05	12,555.84	12,555.84
(B) KENO Community Betterment	14,484.64	14,490.20	14,928.36
(B) KENO Prize Reserve	29,638.93	29,650.30	32,205.24
Subtotal Bennet First Nebraska	1,601,376.03	1,587,100.29	1,641,676.44
(U) CD - Water Sinking 5/29/25	16,415.02	16,489.49	16,489.49
(U) CD -Sewer Sinking 5/29/25	16,415.02	16,489.49	16,489.49
(U) Housing Rehab Savings (6mo)	815.59	816.61	816.61
(U) Value Edge MM	7,063.26	7,688.00	7,697.04
Subtotal Union Bank	40,708.89	41,483.59	41,492.63
CDAR #24 12/19/24	109,404.67	109,855.17	110,322.64
CDAR #25 12/19/24	54,580.16	54,804.91	55,038.12
CDAR #26 Water 1/2/25	100,000.00	100,000.00	100,000.00
CDAR #27 1/2/25	50,000.00	50,000.00	50,000.00
Total CDARS	313,984.83	314,660.08	315,360.76
Petty Cash	65.00	65.00	65.00
TOTALS	1,956,134.75	1,943,308.96	1,998,594.83

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) UseThisForClosingMonth
October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
Ordinary Income/Expense									
Income									
4000 · Personal & Real Property Taxes									
4010 · Property Taxes									
4011 · Property Tax/General	176,849.97								176,849.97
4012 · Property Tax/Sewer						41,961.10			41,961.10
Total 4010 · Property Taxes	176,849.97					41,961.10			218,811.07
4020 · Other Taxes									
Occupation/Franchise Taxes	15,985.99				895.72				16,881.71
Total 4020 · Other Taxes	15,985.99				895.72				16,881.71
Total 4000 · Personal & Real Propert...	192,835.96				895.72	41,961.10			235,692.78
4200 · State Receipts									
4210 · Motor Vehicle Pro Rate		602.63							602.63
4230 · Highway Allocation & Ince...									
4231 · Highway Allocation		116,499.75							116,499.75
4232 · Highway Incentive		3,000.00							3,000.00
Total 4230 · Highway Allocation &...		119,499.75							119,499.75
4240 · Motor Vehicle Fees		10,029.33							10,029.33
4260 · Municipal Equalization Aid	9.66	36.28							45.94
Total 4200 · State Receipts	9.66	130,167.99							130,177.65
4500 · Local Receipts									
4520 · Motor Vehicle Tax		25,230.29							25,230.29
4530 · Local Option Sales Tax Inc...									
Sales Tax Collection Fee			74.99				187.07		262.06
4530 · Local Option Sales Tax I...		25,744.38	35.89				103,737.64		129,517.91
Total 4530 · Local Option Sales T...		25,744.38	110.88				103,924.71		129,779.97
4550 · Local Receipts Other									
4551 · Use of Money & Property									
4551.1 · Interest & Dividend...									
Interest Income	13,261.90		3,231.78	220.82		3,039.90		158.56	19,912.96
Total 4551.1 · Interest & Divi...	13,261.90		3,231.78	220.82		3,039.90		158.56	19,912.96

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4551.2 · Rental & Lease Rev...									
Equipment Fee	201.99								201.99
Equipment Rental	612.03								612.03
Property Lease Payments	7,006.22		605.97						7,612.19
Total 4551.2 · Rental & Leas...	7,820.24		605.97						8,426.21
Total 4551 · Use of Money & Pr...	21,082.14		3,837.75	220.82		3,039.90		158.56	28,339.17
4552 · Licenses & Permits									
Building & Safety Inc	13,981.30								13,981.30
Permits/Office Fee	1,047.32								1,047.32
Pet License	1,722.00								1,722.00
4552 · Licenses & Permits - ...	100.00								100.00
Total 4552 · Licenses & Permits	16,850.62								16,850.62
4553 · Charges & Fees for Ser...									
Garbage Fees					53,258.96				53,258.96
Late Fee	2,471.16								2,471.16
New Utility Service			500.00						500.00
NSF Fees			250.00						250.00
Sewer Service Fee			14.82	98,803.80					98,818.62
Sewer Usage Fees				87,208.76					87,208.76
Water Service Fees			122,665.38						122,665.38
Water Usage Fees			97,041.49						97,041.49
Total 4553 · Charges & Fees fo...	2,471.16		220,471.69	186,012.56	53,258.96				462,214.37
4554 · Contributions Donation...									
Donation Income	106.26								106.26
KENO proceeds								11,242.53	11,242.53
Total 4554 · Contributions Don...	106.26							11,242.53	11,348.79
4559 · Miscellaneous Income									
Deposits	1,000.00								1,000.00
4559 · Miscellaneous Incom...				946.00					946.00
Total 4559 · Miscellaneous Inc...	1,000.00			946.00					1,946.00
Total 4550 · Local Receipts Other	41,510.18		224,309.44	187,179.38	53,258.96	3,039.90		11,401.09	520,698.95
Total 4500 · Local Receipts	41,510.18	50,974.67	224,420.32	187,179.38	53,258.96	3,039.90	103,924.71	11,401.09	675,709.21
Total Income	234,355.80	181,142.66	224,420.32	187,179.38	54,154.68	45,001.00	103,924.71	11,401.09	1,041,579.64
Gross Profit	234,355.80	181,142.66	224,420.32	187,179.38	54,154.68	45,001.00	103,924.71	11,401.09	1,041,579.64

City of Bennet
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October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
Expense									
5000 · Governmental Activities									
5100 · General Government									
Rent Expense	600.00								600.00
Auto Fuel	135.34								135.34
Bank service charge	700.00								700.00
Building & Safety Exp	7,590.00								7,590.00
Capital Improvement	23,390.69								23,390.69
Contract Labor	4,908.30								4,908.30
Dues/Subscrp/Workshops	7,339.55								7,339.55
Equipment & Tools									
Equipment Purchased	525.00								525.00
Total Equipment & Tools	525.00								525.00
Grant Expense	-2,000.00								-2,000.00
Insurance	16,413.30								16,413.30
O/R&M Building/Property	1,309.63								1,309.63
O/R&M Equipment	674.00								674.00
Payroll Salaries & Wages									
Trustee Pay	11,500.00								11,500.00
With IRA	108,515.71								108,515.71
Without IRA	17,509.20								17,509.20
Total Payroll Salaries & Wages	137,524.91								137,524.91
Payroll Taxes & Benefits									
Medicare	1,994.09								1,994.09
Retirement	3,257.08								3,257.08
Social Security	8,526.57								8,526.57
Total Payroll Taxes & Benefits	13,777.74								13,777.74
Postage & Shipping	11.80								11.80
Postage/Delivery	6.95								6.95
Printing/Publishing	4,014.98								4,014.98
Professional Fees									
Accounting	2,642.00							3,400.00	6,042.00
Engineering & Specialty	36,207.63								36,207.63
Legal	10,922.50								10,922.50
Total Professional Fees	49,772.13							3,400.00	53,172.13
Supplies	242.54								242.54
Supplies-General	1,557.59								1,557.59
Supplies-Office	9,748.34								9,748.34
Telephone/Fax	3,448.76								3,448.76

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) UseThisForClosingMonth
October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
Utilities									
Utility-Electric	1,298.89								1,298.89
Utility-Gas/Propane	921.20								921.20
Total Utilities	2,220.09								2,220.09
Total 5100 · General Government	283,911.64							3,400.00	287,311.64
5200 · Public Safety									
5210 · Police & Fire									
Contract Labor									
Interlocal/Sheriff	13,141.05								13,141.05
Total Contract Labor	13,141.05								13,141.05
Total 5210 · Police & Fire	13,141.05								13,141.05
Total 5200 · Public Safety	13,141.05								13,141.05
5300 · Public Works									
5310 · Street									
Auto		1,875.30							1,875.30
Debt Service									
Bond Fees		624.00							624.00
Bond Interest		14,660.36							14,660.36
Bond Principal		45,000.00							45,000.00
Total Debt Service		60,284.36							60,284.36
Equipment Purchased		-1,286.55							-1,286.55
Equipment Rental		-365.60							-365.60
Insurance		4,313.80							4,313.80
O/R&M Equipment		6,186.21							6,186.21
O/R&M Street		27,700.28							27,700.28
Payroll Salaries & Wages									
With IRA		3,802.14							3,802.14
Without IRA		9,853.24							9,853.24
Total Payroll Salaries & Wa...		13,655.38							13,655.38
Payroll Taxes & Benefits									
Medicare		198.00							198.00
Retirement		114.06							114.06
Social Security		846.63							846.63
Total Payroll Taxes & Benef...		1,158.69							1,158.69

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) UseThisForClosingMonth
October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
Professional Fees									
Accounting		2,642.00							2,642.00
Engineer & Specialty		668.31							668.31
Total Professional Fees		3,310.31							3,310.31
Supplies-General		12,226.84							12,226.84
Utility-Electric		13,520.39							13,520.39
Total 5310 · Street		142,579.41							142,579.41
Total 5300 · Public Works		142,579.41							142,579.41
5700 · Culture & Recreation									
5720 · Parks & Recreation									
Equipment Rental	348.75								348.75
Capital Improvement	2,335.00								2,335.00
Supplies - General	1,469.54								1,469.54
Utility-Electric	2,913.92								2,913.92
5720 · Parks & Recreation - ...	390.00								390.00
Total 5720 · Parks & Recreation	7,457.21								7,457.21
Total 5700 · Culture & Recreation	7,457.21								7,457.21
5800 · Community Development									
KENO Expense								1,413.00	1,413.00
Total 5800 · Community Develop...								1,413.00	1,413.00
Total 5000 · Governmental Activities	304,509.90	142,579.41						4,813.00	451,902.31
6000 · Business Type Activities									
6500 · Solid Waste-Garbage									
Equipment Rental					1,120.00				1,120.00
Garbage Sevice					19,675.29				19,675.29
Insurance					2,923.80				2,923.80
Payroll Salaries & Wages									
With IRA					3,926.83				3,926.83
Without IRA					17,225.13				17,225.13
Total Payroll Salaries & Wages					21,151.96				21,151.96
Payroll Taxes & Benefits									
Medicare					306.70				306.70
Retirement					117.80				117.80
Social Security					1,311.42				1,311.42
Total Payroll Taxes & Benefits					1,735.92				1,735.92

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) UseThisForClosingMonth
October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
Professional Fees									
Accounting					2,642.00				2,642.00
Total Professional Fees					2,642.00				2,642.00
Supplies-General					1,414.59				1,414.59
Telephone/Fax					434.03				434.03
Utility-Electric					841.16				841.16
Total 6500 · Solid Waste-Garbage					51,938.75				51,938.75
6700 · Wastewater-Sewer									
Capital Improvement				29,942.00					29,942.00
Debt Service									
Bond Fees				436.80					436.80
Bond Interest				2,609.25					2,609.25
Bond Principal				126,000.00					126,000.00
Total Debt Service				129,046.05					129,046.05
Equipment Purchased				11,192.24					11,192.24
Insurance				2,923.80					2,923.80
O/R&M Building/Property				863.31					863.31
O/R&M Equipment				11,197.58					11,197.58
O/R&M Lines				3,300.00					3,300.00
Payroll Salaries & Wages									
With IRA				10,055.02					10,055.02
Without IRA				15,164.44					15,164.44
Total Payroll Salaries & Wages				25,219.46					25,219.46
Payroll Taxes & Benefits									
Medicare				365.68					365.68
Retirement				301.65					301.65
Social Security				1,563.61					1,563.61
Total Payroll Taxes & Benefits				2,230.94					2,230.94
Professional Fees									
Accounting				2,642.00					2,642.00
Engineer & Specialty				2,944.81					2,944.81
Total Professional Fees				5,586.81					5,586.81
Supplies-General				4,634.44					4,634.44
Telephone/Fax				2,248.75					2,248.75
Utility-Electric				18,119.00					18,119.00
6700 · Wastewater-Sewer - Other				44.90					44.90
Total 6700 · Wastewater-Sewer				246,549.28					246,549.28

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) UseThisForClosingMonth
October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
6800 · Water									
Debt Service									
Bond Fees			187.20						187.20
Bond Interest			1,118.25						1,118.25
Bond Principal			54,000.00						54,000.00
Total Debt Service			55,305.45						55,305.45
Dues/Subscrp/Workshops			580.00						580.00
Equipment Purchased			489.94						489.94
Insurance			2,923.80						2,923.80
O/R&M Building/Property			56,356.00						56,356.00
O/R&M Equipment			1,458.64						1,458.64
O/R&M Lines			6,670.04						6,670.04
Payroll Salaries & Wages									
With IRA			11,627.65						11,627.65
Without IRA			12,209.04						12,209.04
Total Payroll Salaries & Wages			23,836.69						23,836.69
Payroll Taxes & Benefits									
Medicare			345.63						345.63
Retirement			348.83						348.83
Social Security			1,477.87						1,477.87
Total Payroll Taxes & Benefits			2,172.33						2,172.33
Professional Fees									
Accounting			2,642.00						2,642.00
Engineer & Specialty			13,342.06						13,342.06
Total Professional Fees			15,984.06						15,984.06
Supplies-General			1,284.85						1,284.85
Telephone/Fax			461.12						461.12
Utility-Electric			1,705.15						1,705.15
Water Purchase			61,377.00						61,377.00
Total 6800 · Water			230,605.07						230,605.07
Total 6000 · Business Type Activities			230,605.07	246,549.28	51,938.75				529,093.10
66900 · Reconciliation Discrepancies	-7,123.98								-7,123.98
Total Expense	297,385.92	142,579.41	230,605.07	246,549.28	51,938.75			4,813.00	973,871.43
Net Ordinary Income	-63,030.12	38,563.25	-6,184.75	-59,369.90	2,215.93	45,001.00	103,924.71	6,588.09	67,708.21

City of Bennet
Profit & Loss by Fund (Fiscal Year-to-Date) UseThisForClosingMonth
October 2023 through July 2024

	1 GENERAL	2 STREET	4 WATER	5 SEWER	6 GARBAGE	7 DEBT S...	8 SALES T...	9 KENO	TOTAL
Other Income/Expense									
Other Expense									
Fund Balance Transfer	-63,030.12	38,563.25	-6,184.75	-59,369.90	2,215.93	45,001.00	103,924.71	6,588.09	67,708.21
Total Other Expense	-63,030.12	38,563.25	-6,184.75	-59,369.90	2,215.93	45,001.00	103,924.71	6,588.09	67,708.21
Net Other Income	63,030.12	-38,563.25	6,184.75	59,369.90	-2,215.93	-45,001.00	-103,924.71	-6,588.09	-67,708.21
Net Income									

RESOLUTION NO. 2024 – 8.1

A RESOLUTION OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA, TO PLACE STOP SIGNS ON JACKSON STREET AT THE INTERSECTION OF GARDEN STREET.

WHEREAS the City Council finds that public safety for both pedestrians and vehicles would be improved by placing STOP signs on Jackson Street at the intersection of Garden Street; and

WHEREAS the City Council has considered the STOP sign warrant criteria in the Manual on Uniform Traffic Control Devices (MUTCD);

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

1. The City shall place STOP signs on Jackson Street at the intersection of Garden Street, in conformity with the requirements of the MUTCD;

2. The effectiveness of said traffic control device shall be reviewed regularly to ensure public safety and efficient traffic flow.

PASSED AND APPROVED THIS _____ DAY OF AUGUST 2024.

_____
Ryan Cheney, Mayor

ATTEST :

_____
Michele Lincoln, Village Clerk

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. 2024-8.2

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of Bennet
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

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

City Council/Village Board Members

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

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)

Welcome to the Fiber Future



Allo FIBER

2003 — 20 YEARS — 2023

Who Is ALLO

- Competitive Fiber-to-the-Premise Provider
- Ubiquitous City-Wide Fiber Networks
- Founded in 2003
- Nelnet, Inc. / SDC Capital Partners
- Pass 1 Million+ Population







Allo FIBER

Who Is ALLO



HONEST

- Customers, Vendors, Associates
- Fair, No Pricing Gimmicks

LOCAL

- Close Relationship with Communities
- Local Employees and Presence

EXCEPTIONAL

- Service Platform
- Implementation of Technology
- Net Promoter Score = 70+

HASSLE-FREE

- Efficient Construction Interval
- Easy to Do Business

Allo FIBER

Who Is ALLO

Employees:

- 1,750 and growing

Customers:

- 170,000+ (weekly adds 700)

Current Communities:

- 1,500 to 290,000 in population

Recognition / Awards:

- 2024 - #1 Commercial ISP (Consumer Reports)
- 2023 - #1 ISP Midwest (Opensignal)
- 2022 - #5 Fastest ISP (PCMag)
- 2022 - #2 Fastest ISP Regional (PCMag)

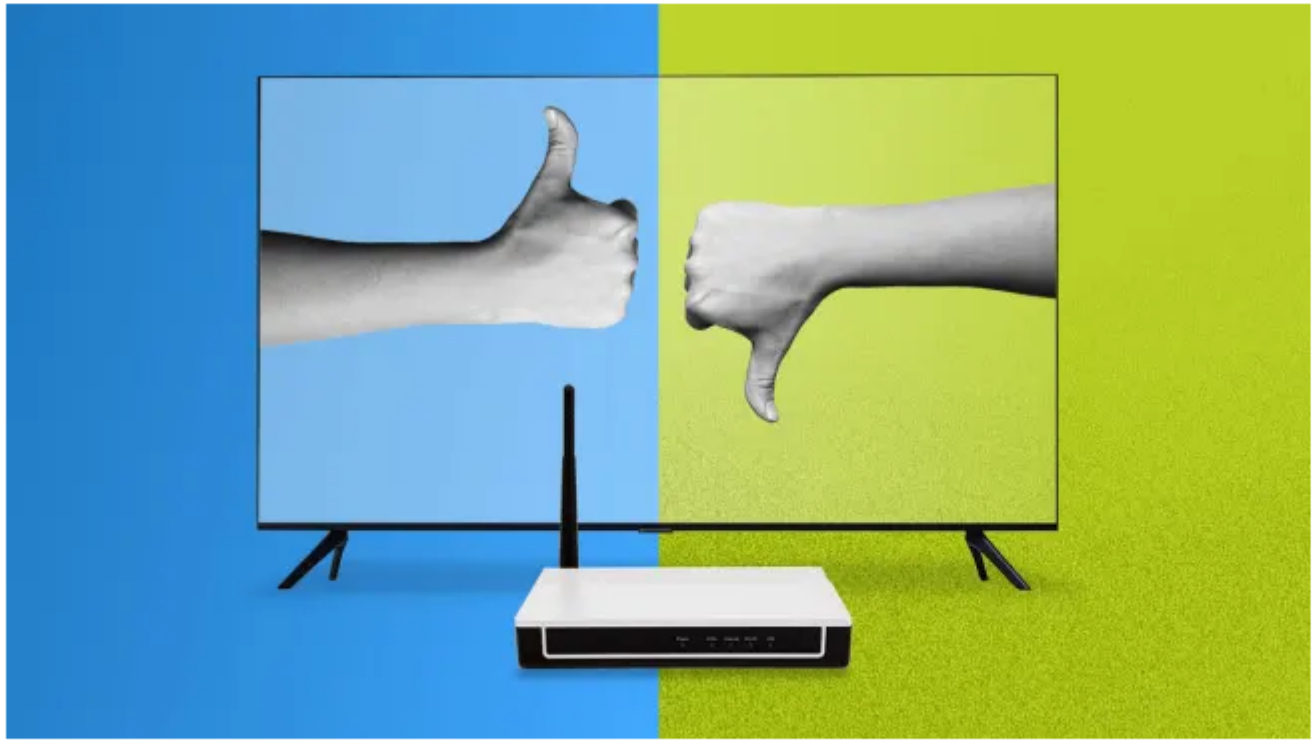
Allo FIBER

Best and Worst Home Internet Providers

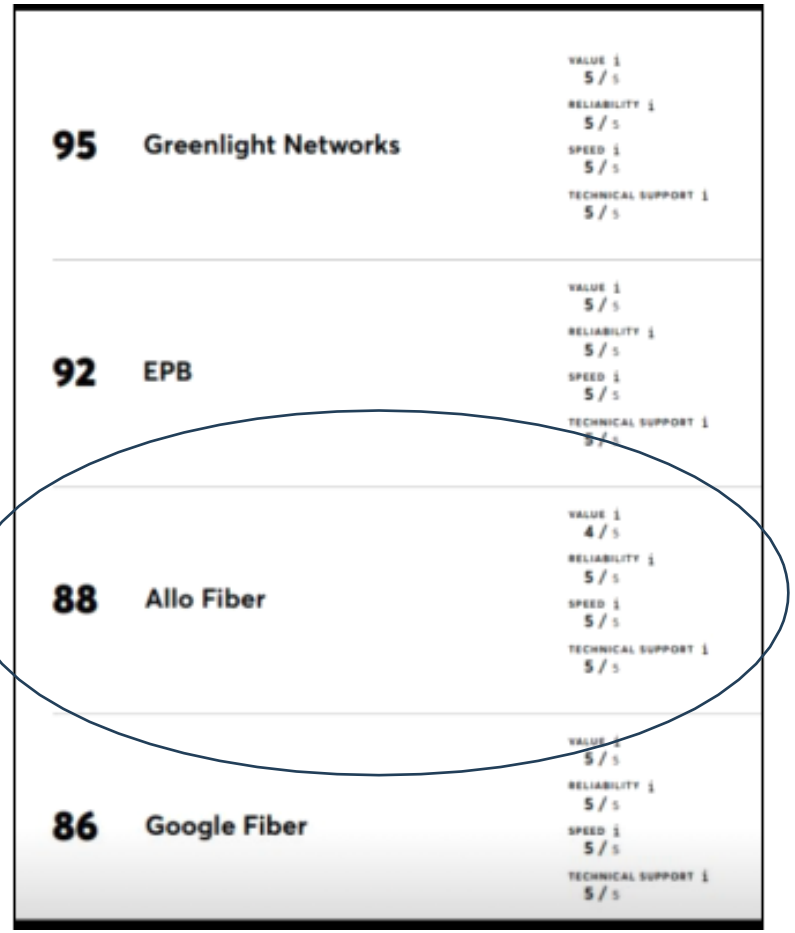
People have lots of complaints about the biggest ISPs, such as Cox, Spectrum, Optimum, and XFinity. But some smaller ISPs earn top scores in CR's ratings.

By James K. Willcox

Updated June 10, 2024



The majority of internet service providers in CR's latest broadband survey earned our lowest rating for value.
Photo Illustration: Lacey Browne/Consumer Reports, Getty Images



Allo FIBER

Award-winning **internet service** with a local heart





















Fastest Broadband Providers

Midwest Broadband Provider Summary

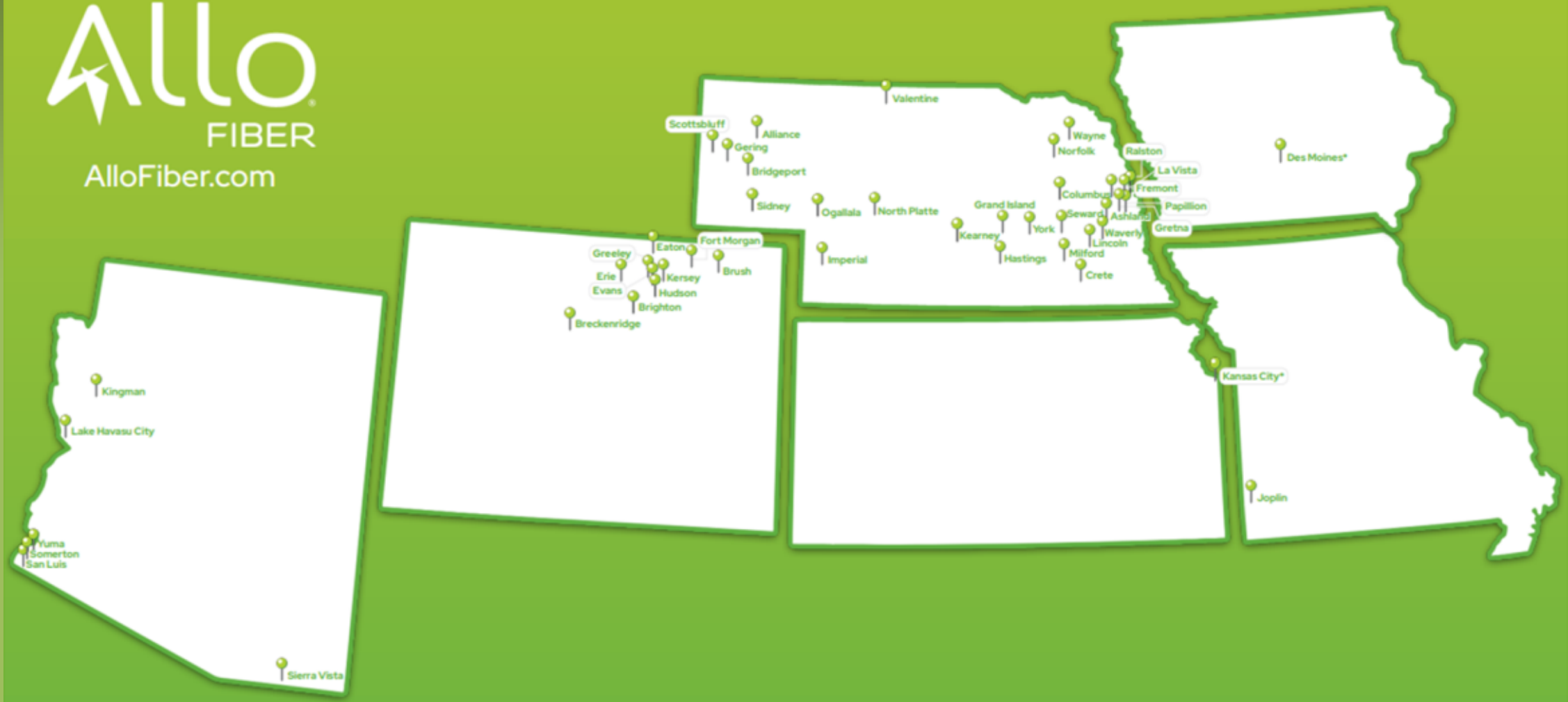
OPENSIGNAL

Broadband Provider	Type	Broadband Download Speed Rank	Broadband Upload Speed Rank	Broadband Consistent Quality Rank	Broadband Video Experience Rank
Airstream Communications	Telco	27	10	10	18
Allo Fiber	Overbuilder	1	1	1	1
altafiber, FTTH	Telco	15	8	10	14
Armstrong	Cable	2	16	10	3
Arvig	Cable	31	21	26	21
Astound Broadband	Overbuilder	15	18	8	18
AT&T, FTTH	Telco	2	3	26	11
AT&T, non-FTTH	Telco	29	15	35	30
Bluepeak	Cable	15	23	10	29
Breezeline	Cable	11	16	5	3
Brightspeed, FTTH	Telco	29	12	29	32
Brightspeed, non-FTTH	Telco	36	37	36	37
Buckeye Broadband	Cable	21	35	10	21
Cable One	Cable	20	23	10	21
CenturyLink, FTTH	Telco	24	9	10	21
CenturyLink, non-FTTH	Telco	33	28	34	34
Consolidated, FTTH	Telco	27	10	10	21
Consolidated, non-FTTH	Telco	34	30	31	32
Cox	Cable	9	32	10	11
Frontier, FTTH	Telco	21	6	5	14
Frontier, non-FTTH	Telco	36	36	36	36
Google Fiber	Overbuilder	2	2	1	1
Kinetic, FTTH	Telco	18	6	10	18
Kinetic, non-FTTH	Telco	32	26	29	30
MCTV	Cable	25	18	10	14
Metronet	Overbuilder	2	3	1	3
Midco	Cable	2	12	8	10
Optimum	Cable	11	23	24	21
Spectrum	Cable	2	30	10	11
Starlink	Satellite	25	33	31	28
T-Mobile FWA	FWA	21	21	28	21
TDS, FTTH	Telco	2	3	1	3
TDS, non-FTTH	Telco	34	34	31	35
Verizon FWA	FWA	18	28	24	7
WOW!	Overbuilder	11	18	5	7
Xfinity	Cable	10	27	23	9
Xtream	Cable	11	14	10	14

Data collection period: 1 October 2022 – 29 March 2023 | © Opensignal Ltd

Allo FIBER

AlloFiber.com



Arizona

- Kingman
- Lake Havasu City
- San Luis
- Sierra Vista
- Somerton
- Yuma

Colorado

- Breckenridge
- Brighton
- Brush
- Eaton
- Erie
- Evans
- Fort Morgan
- Greeley
- Hudson
- Kersey

Nebraska

- Alliance
- Ashland
- Bridgeport
- Columbus
- Crete
- Fremont
- Gering
- Grand Island
- Gretna
- Hastings
- Imperial
- Kearney
- La Vista
- Lincoln *and Lancaster County*
- Milford
- Norfolk
- North Platte
- Ogallala
- Papillion
- Ralston
- Scottsbluff
- Seward *and Seward County*
- Sidney
- Valentine
- Waverly
- Wayne
- York

Iowa

- Des Moines*

Kansas

- Kansas City*

Missouri

- Joplin
- Kansas City*

*Serviceable by Off-Net ALLO Business Products and Services

Residential Solutions



ALLO Fiber Internet

- Wi-Fi 6 Wireless Router Included
- 500 Mbps, 1 GIG, 2.5 GIG Download and Upload Options (10 GIG to Home)
- Eliminate Buffering
- Connect 250+ Devices Simultaneously



ALLO Fiber TV

- Full Channel Lineup
- Local Stations
- Wireless Set-Top Boxes
- Award-Winning User Interface



ALLO Fiber Phone

- Keep Existing Number
- Unlimited Long Distance
- Voicemail
- Call Waiting

Business Solutions



Business Internet and MetroEthernet

- Synchronous Internet Speeds of 500 Mbps to 1 GIG+
- Dependable, Redundant Connections Minimize Latency and Jitter
- Layer 2 Connections Up to 100 GIG
- NextGen Firewalls
- Remote Work Solutions



Business Phone and Hosted PBX

- SIP, PRI, POTs, and Full Features at Competitive Prices
- Hosted PBX systems with Feature-Rich Solutions
- Teams Voice

aws

Azure



Business TV

- Tangerine Global with 200+ Channels
- Customizable Packages

Allo FIBER

BUSINESS SOLUTIONS OVERVIEW

Broadband

High-speed internet connectivity tailored for small businesses.

Reliable, fast, affordable internet with 24/7 customer support.

Security

Easy-to-use interface, real-time monitoring, and control over network settings.

Voice

Clear and reliable voice services with flexible plans

Business TV

Entertainment and information TV services for businesses.

Customizable channel packages and high quality reception.

Next Gen Firewall

Our Next Gen Firewall (NGFW) offers advanced security features to protect your business network against evolving cyber threats.

Technology Solutions

ALLO Provides businesses with cutting-edge tools and services to enhance operational efficiency and drive innovation.

Allo BUSINESS

MDU / Student Housing Solutions



Business Internet and MetroEthernet

- Synchronous Internet Speeds of 500 Mbps to 1 GIG+
- Dependable, Redundant Connections Minimize Latency and Jitter
- Layer 2 Connections Up to 100 GIG
- NextGen Firewalls
- Remote Work Solutions



Business Phone and Hosted PBX

- SIP, PRI, POTs, and Full Features at Competitive Prices
- Hosted PBX systems with Feature-Rich Solutions
- Teams Voice

aws

Azure



Business TV

- Tangerine Global with 200+ Channels
- Customizable Packages

Allo FIBER

SMARTLIFE

Where connectivity meets accelerated innovation and elevated experiences.



Allo

Net Promoter Scores

67 Allo

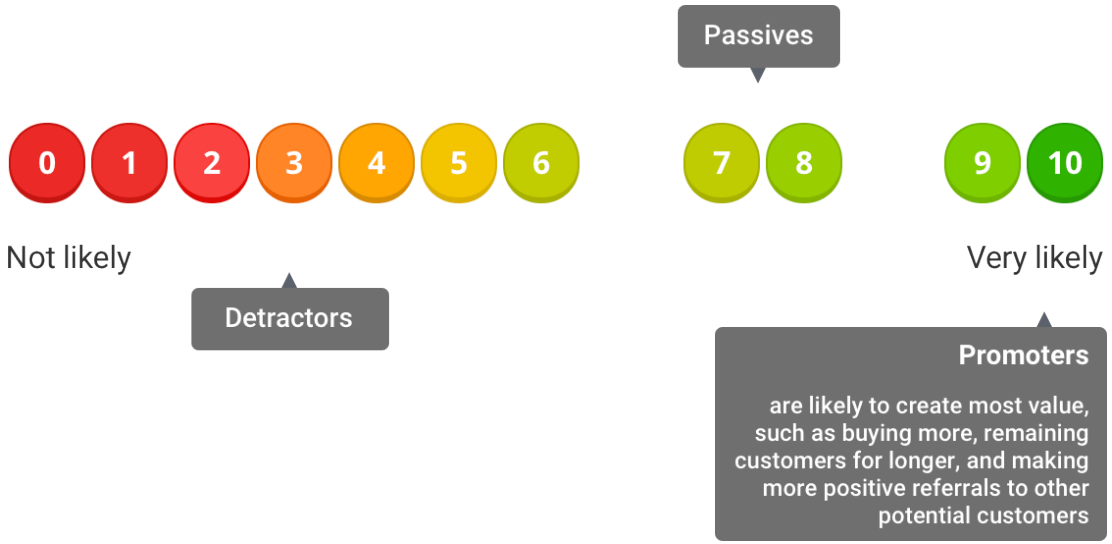
0 Charter Spectrum

-7 Comcast Xfinity

-6 CenturyLink

How likely are you to recommend us to a friend?

https://customer.guru/net-promoter-score



NPS range of -100 to +100, a positive score above 0 is considered “good,” +50 is considered “excellent,” and 70 and above is considered “world-class.”

Allo FIBER

ALLO Case Study

- **Lincoln, NE** in 2016
- 300 miles of conduit
- 8 million linear feet of fiber
- 3-year ubiquitous project build
- 70,000 customer units on fiber
- Lincoln 28th fastest in Nebraska in 2015
- 2023 - 4th fastest download in US (Top 100 cities)
  - 2nd lowest latency
  - 3rd fastest upload
  - Overall fastest internet provider



A Proven Partner



Brad Moline, Founder, President & CEO
Brad.Moline@allofiber.com
Dave Miller, Regional General Manager
Dave.Miller@allofiber.com
Andrew Vinton, Legal Counsel & Government Affairs
Andrew.Vinton@allofiber.com

Agreement

Made this ____ day of _____, 2024

CITY OF BENNET, a municipal corporation organized and existing under the laws of the State of Nebraska, hereinafter referred to as "CITY"

- and -

ALLO COMMUNICATIONS LLC, a limited liability company organized and existing under the laws of the State of Nebraska, with its principal office in Lincoln, Nebraska, hereinafter referred to as "LICENSEE".

WITNESSETH:

In consideration of the terms and conditions hereinafter set forth, the parties hereto intending to be legally bound, hereby do mutually agree as follows:

1. DEFINITIONS. When used in this Agreement, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given (and when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural):

a. "Agreement" or "Franchise" refers to this Franchise Agreement entered into by the parties.

b. "Broadcast Service." or "Basic Service" shall mean that level of service offered by the LICENSEE at the lowest monthly rate that includes the broadcast

channels that can reasonably be received by the citizens of the City of Bennet using the Cable Television System.

c. "Cable Television System" means a system composed of, without limitation, antenna, cables, fiber optic lines, fiber optic transmission/receiving equipment, wires, coaxial cable lines, towers, wave guides, satellite receiving dishes, or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing any coaxial cable, radio, television or other electronic or electrical signals to and from persons, subscribers and locations in the franchise area.

d. "CATV" means a cable television system.

e. "City Council" means the governing body of the City.

f. "Franchise Area" means that area within the corporate limits of the City as now or hereafter constituted.

g. "Gross Revenues" means any and all revenues, (including cash, credits, or other consideration of any kind or nature not enumerated below, but which is "revenue" under generally accepted accounting principles) arising from, attributable to, or in any way derived directly or indirectly from the operation of a Cable Television System within the corporate limits of the CITY. Gross revenues include, by way of illustration and not by way of limitation, the following: (i) monthly fees charged subscribers for basic, optional, premium, per channel, pay-per-view, video on demand, or per program service; (ii) installation, disconnection, reconnection, and change in service fees; (iii) leased channel fees; (iv) remote control charges; (v) late fees; (vi) revenues from rentals or sales of converters or other equipment; (vii) revenues from program guides; (viii) additional outlet fees; (ix) interactive services to the extent they are a cable service.

Gross Revenues shall not include: (i) bad debt; provided, however, that all or part of any such bad debt that is written off but subsequently collected shall be included in gross revenues in the period collected; (ii) taxes on service furnished by the provider that are imposed directly on any subscriber or user by the state or other governmental unit and which are collected by the provider on behalf of the governmental unit; (iii) money collected by the provider on behalf of the Federal Communications Commission in satisfaction of regulatory fees imposed upon the provider under 47 U.S.C. § 159; (iv) credits, refunds, or deposits paid to Subscribers; and (v) any other monies which are subject to an exclusion available under applicable federal, state, or local law.

h. "Person" shall mean any natural person, company, or entity of any kind.

1. "Street" means the surface of and the space above and below any public street, way, place, right of way, road, highway, freeway, bridge, tunnel, lane, path, bike path, alley, court, sidewalk, parkway, drive, communications or utility easement, by whatever name called, now or hereafter existing as such within the Franchise Area.

J. "Subscriber" means any person or entity receiving and paying for a service offered by LICENSEE. In the case of multiple family dwellings, multiple dwelling properties (such as mobile home parks, office buildings and other multiple occupant situations), each dwelling unit or office unit shall be treated as a separate subscriber, regardless of how services are shared.

2. CITY grants to LICENSEE a non-exclusive franchise co-extensive with the corporate limits of said CITY, to engage in the business of transmitting, retransmitting and distributing voice, video, and data signals to subscribers for hire by privilege to use and occupy the Streets and other property of the CITY for the purpose of installing, constructing,

maintaining and operating upon, through, along, under, over and across the Streets such wires, cable, crossarms, transmission/receiving equipment, guys and apparatus (hereinafter referred to as "Facilities") as may be reasonably necessary for LICENSEE to carry out its business, subject, nevertheless, to the terms and conditions set forth.

CITY reserves the right of reasonable regulation of the erection, construction, or installation of any facilities by the LICENSEE and to reasonably designate where such facilities are to be placed within the public ways and places. Facilities shall be so located as to not interfere with existing utilities or the rights of other franchisees.

LICENSEE shall, within ninety (90) days after receiving a written request therefor from the City, file with the CITY Clerk/Treasurer a proper map showing the exact location of all of LICENSEE'S underground cables and equipment, together with a statement showing the exact nature of the same.

While LICENSEE recognizes that this Franchise is non-exclusive, CITY agrees not to grant an additional franchise to another multi-channel video provider on terms or conditions more favorable or less burdensome than this Franchise. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the CITY or by any other State or Federal governmental entity to provide such services using Facilities located wholly or partly in the Streets of the CITY, the CITY shall within thirty (30) days of a written request from LICENSEE, modify this Franchise to ensure that the obligations applicable to LICENSEE are no more burdensome than those imposed on the applicable provider. If the CITY fails to make modifications consistent with this requirement, LICENSEE's Franchise shall be deemed so modified thirty (30) days after the LICENSEE's initial written notice. As an alternative to the Franchise modification request, the LICENSEE shall have the right and may choose to have

this Franchise with the CITY be deemed expired thirty (30) days after written notice to the CITY. Nothing in this Franchise shall impair the right of the LICENSEE to terminate this Franchise and, at LICENSEE's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

3. The poles and posts used for LICENSEE'S Cable Television System shall be those erected by it and/or those erected and maintained by other persons, firms or corporations at the time maintaining poles or posts within CITY limits, when and where practicable, providing mutually satisfactory contractual arrangements can be entered into with said companies. CITY shall not be responsible for obtaining any pole line agreements with the various utility companies maintaining poles within CITY limits.

4. LICENSEE'S Facilities shall be located, erected, and maintained so that none of it shall endanger or interfere with the life or safety of any person or remove or obstruct the free use of the Streets, alleys, bridges or other public property.

Construction and maintenance of the Facilities, shall be in accordance with provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code, the National Board of Fire Underwriters and such reasonable generally applicable ordinances and regulations of CITY affecting electrical installations which may be presently in effect or may be enacted by CITY at the time such Facilities are constructed.

In any areas where electric and telephone utilities are now underground and in any new subdivisions or new additions where said utilities are underground, the LICENSEE will lay its cable underground.

CITY acknowledges and agrees no CITY permits or any other form of authorization

shall be required for LICENSEE'S drop work that is outside of right of way or drop work that does not involve the disturbance of hardscape infrastructure (e.g., concrete or asphalt).

5. In the maintenance and operation of its television transmission and distribution system in the Street and other public places, and in the course of any new construction or addition to its Facilities, LICENSEE shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the Streets or other public places made by LICENSEE in the course of its operation shall be guarded and protected at by the placement of adequate barriers, fences or boardings. Any opening made in the Streets, or any other public places shall be replaced promptly to same condition or better than existing at the time of said opening. LICENSEE shall, at its expense, protect, support, temporarily disconnect, relocate or remove any property of the LICENSEE located upon Streets of the CITY when required by the CITY because of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, and tracts of any other type or structure or improvement by the CITY. If LICENSEE fails to do so, the CITY may cause the necessary work to be completed and LICENSEE shall pay the CITY the cost thereof within ten (10) days after the receipt of an actual, documented, and itemized account of such costs.

LICENSEE, at the request of any person holding a permit issued by the CITY, shall temporarily remove, raise, or lower its wires or cables to permit the moving of buildings or equipment. The expense of such temporary removal, raising, or lowering, shall be paid by the person requesting the same, and the LICENSEE may require such payment in advance. LICENSEE shall be given not less than forty-eight (48) hours advance notice to arrange

for such temporary wire or cable change.

6. LICENSEE shall maintain its pole attachments in such a manner so as not to unreasonably interfere with any use of the poles by the CITY or utilities serving the CITY.

7. LICENSEE shall furnish, free of charge, outside connections and one outlet of Basic Service to all public and parochial schools and any municipal buildings located not less 125 feet from the Cable Television System.

8. Intentionally deleted.

9. Upon continuing and completing timely and satisfactory performance by LICENSEE of each and every term of the Agreement consistent with the requirements of the Cable Communications Policy Act of 1984 ("Cable Act") as implemented by the Federal Communications Commission, the permission herein granted shall continue for a term of fifteen (15) years, and at the expiration of said fifteen (15) years this permission may be renewed consistent with the renewal provisions of the Cable Act, 47 USC Section 546.

10. LICENSEE'S distribution system shall conform to the requirements of the Federal Communications Commission, particularly with respect to freedom from spurious radiation. In addition, LICENSEE will comply with all FCC regulations now or hereafter put in force including the filing of all compliance certificates. The provisions of Section 76.31 of the regulations of the FCC, and any amendments thereto that may be hereafter enacted, are

specifically incorporated by reference herein. LICENSEE shall abide by all rules and regulations of any State or Federal Regulatory Agency which has or may hereafter acquire jurisdiction pertaining to the services contemplated by this contract. In the event that control of the services herein provided is assumed by any State or Federal regulatory agency, LICENSEE shall be subject to such control. Any term of this Franchise in conflict with any regulation promulgated by such regulatory agency shall be deemed to be subordinate to and subject to the regulation of the Federal or State agency without impairment of any other term of this Franchise.

11. Licensee's Cable Television System shall be designed, constructed and operated so as to meet those technical standards adopted by the Federal Communications Commission relating to cable systems contained in part 76 of the Federal Communication Commission rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

LICENSEE shall continue to maintain a toll free telephone number and online portal where all Subscriber complaints regarding the quality of service, cable equipment, malfunctions, and similar matters pertaining to the Cable Television System will be resolved, without charge, within twenty-four (24) hours from receipt thereof, except that this shall not apply to customer-caused damages. LICENSEE shall repair service outages on weekends within 24 hours and all other service calls on the weekends will be made within 24 hours of the next business day. Repair of customer-caused damage shall be billed to the Subscriber. Service shall be prompt in the event of malfunctions under the control of LICENSEE, and emergency service will be provided for holidays and weekends.

LICENSEE shall, if economically feasible for LICENSEE (as determined in

LICENSEE's sole and absolute discretion), extend service upon reasonable request to any person located within the Franchise Area.

12. LICENSEE shall indemnify, protect, and save harmless CITY from and against any losses and physical damages to property and bodily injury or death to persons, including payments made under any Workmen's Compensation Law which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles or of LICENSEE's own poles within the CITY or by any act of the LICENSEE, its agents or employees. LICENSEE shall carry public liability insurance to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result directly or indirectly from or by reason of loss, injury, or damage. The amounts of such insurance against liability due to physical damages to property or bodily injury or death shall not be less than One Million Dollars ($1,000,000.00) as to any one accident and not less than One Million Dollars ($1,000,000.00) as to any one person. LICENSEE shall also carry such insurance as it deems necessary to protect it from all claims under Workmen's Compensation Laws in effect and that may be applicable to LICENSEE. A current certificate of the above listed insurance shall be provided to the Clerk of the CITY upon request, provided, however, that in all of said policies of insurance, the CITY shall be named insured therein and said policies of insurance shall be further subject to the approval of the CITY's attorney as to form, content, and sufficiency.

By its acceptance of this Franchise Agreement, LICENSEE specifically agrees that it will pay all damages and penalties which CITY may legally be required to pay as a result of damages arising out of the installation, operation, or maintenance of the cable system

authorized herein whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise, or which arise by virtue of LICENSEE's acts or omissions under this Agreement or which arise by virtue of this Agreement. However, nothing herein contained shall be construed to relieve CITY from any and all liability due to its own negligence.

By its acceptance of this Franchise Agreement, LICENSEE specifically agrees that it will pay all expenses incurred by CITY in defending itself or in asserting its rights under this Agreement, but if CITY is asserting its rights against LICENSEE, such expenses shall be paid only if the CITY is successful. These expenses shall include out-of-pocket expenses, such as reasonable attorney fees, and shall also include the reasonable value of any services rendered by CITY's Attorney or their assistants or any employees of CITY. In the event any such claim arises which is subject to the indemnification provisions herein, CITY shall tender the defense thereof to the LICENSEE; provided only CITY shall have the right to settle or compromise any claims arising hereunder, and the CITY shall cooperate fully herein. Notwithstanding the foregoing, the LICENSEE shall not be obligated to indemnify the CITY for any damages, liability or claims resulting from the willful misconduct or negligence of the CITY or the CITY's use of the Cable Television System.

13. As compensation for the franchise granted herein and in consideration of the permission to use the Streets and public ways of CITY for the construction, maintenance, and reconstruction and operation of a cable television system in the community, LICENSEE shall pay to CITY five percent (5%) of its annual Gross Revenues as defined in Section 1.g.

Payments of the annual franchise fees shall be made semi-annually, by March 31 and

September 30 of each year, and shall be accompanied by a financial report as to gross annual receipts which shall be used for the purpose of verifying the franchise fee payments. CITY, at its own expense upon fifteen (15) business days written notice, and not more than once per calendar year, may cause the books and records of the LICENSEE to be audited, for the purpose of determining the correctness of the annual payments to the CITY and shall have the right to have the books and records certified by a certified public accountant for said purposes. If a discrepancy is found in an amount to exceed ten percent (10%) of the annual fee due to the CITY, LICENSEE shall reimburse all auditing and related costs to the CITY.

14. LICENSEE shall, upon request by the Clerk of CITY provide a schedule of rates. It is understood and agreed that, in the event that the Cable Television System operated under this Agreement is not, now or in the future, subject to effective competition, then, and in that event, the CITY may exercise, at its option, authority to regulate rates pursuant to 47 USC § 543 (Cable Television Consumer Protection and Competition Act of 1992).

15. If LICENSEE shall fail to comply with any of the provisions of this Agreement or default in any of its obligations, except for causes brought about by acts of God, and shall fail to correct same within sixty (60) days after written notice from CITY, CITY shall have the right to revoke this license and all rights of LICENSEE hereunder. Provided, however, that in the event the correction cannot be made within sixty (60) days, this right of termination shall not be effective so long as LICENSEE is diligently and continuously proceeding with the corrective action.

Upon termination, LICENSEE shall promptly remove all of its posts, poles, television transmission and distribution system and other fixtures and attachments from the streets,

lanes, sidewalks, highways, alleys, bridges, and other public places in CITY and shall restore the said areas to their original condition, or, at LICENSEE's option, abandon its Facilities.

16. Except as provided in this Agreement, no assignment or sublease will be permitted without written consent of the other party (such consent not to be unreasonably withheld, conditioned, or delayed). No such consent shall be required for: (a) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of this Agreement to secure indebtedness; or (b) an assignment or transfer to corporation, partnership, or other legal entity controlling, controlled by or under common control of the LICENSEE, or to any successor to the LICENSEE by purchase, merger, consolidation or reorganization If LICENSEE assigns this agreement by purchase, merger, consolidation, or reorganization, LICENSEE shall give the City prior notice of such assignment.

17. In the performance of this Agreement, LICENSEE and all subcontractors agree not to discriminate against any employee, or applicant for employment, on the basis of race, color, religion, sex, disability, marital status, national origin, or age.

LICENSEE agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 13-24a known as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

18. If any section, sentence, clause or phrase of this Agreement shall be held to be invalid or illegal, the invalidity or illegality thereof shall not affect the validity or legality of any other section, sentence, clause or phrase of this Agreement. This Franchise constitutes the entire agreement between CITY and the LICENSEE supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the CITY and LICENSEE. This Franchise shall be governed by the laws of the State of Nebraska without regard to conflicts of law rules.

19. This Agreement is made under and by virtue of an enabling ordinance of CITY, adopted at a public meeting thereof held on the _____ day of _____, 2024.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their signatures and seals on this _____ day of _____, 2024.

City of Bennet

By:_____

Title: _____

Attest: _____
City Clerk/Treasurer

ALLO Communications LLC

By: _____

Title: _____

Attest:_____

15' 0"
18' 0"
2% Max Slope All Directions of Slab
8' 0"
6' 0"
4' 0"
60' 0"
40' 0"
4' 0"
18' 0"
18' 0"
9' 0"

MUNICIPAL WATER EASEMENT AGREEMENT

This Municipal Water Main Easement Agreement (the "Easement Agreement") is dated this _____ day of July 2024, by and between, **Roland L. Meyer**, a single person ("Grantor"), and the **City of Bennet, Nebraska**, a municipal corporation ("Grantee"), each a "party" and collectively the "parties" herein.

WHEREAS, Grantor is the owner of the following described property, to wit:

Lot Ninety (90), Irregular Tracts, located in the East Half (E1/2) of Section Three (3), Township Eight (8) North, Range Eight (8) East of the 6th PM, Lancaster County, Nebraska;

Easement to be located on the South Twenty-Five Feet (S 25') thereof;

WHEREAS, Grantee desires to acquire an easement for the purpose of construction, operation, maintenance, repair and reconstruction of a municipal water main over, under, and across the above-described real property more particularly described and depicted in **Exhibit 1** ("Easement Property"), attached and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby covenant, warrant and agree as follows:

1. Grant of Easement. Grantor does herby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement over, under and across the Easement Property, for the purpose of providing for the installation and maintenance of a municipal water main facilities. Grantee shall also have the specific rights of ingress and egress to and from the Easement Property, consistent with this Easement Agreement, for the construction, operation, maintenance, repair and reconstruction of an eight-inch (8") water line and appurtenant facilities, consistent with the easement provided herein.

2. Impediments. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property, such as trees, asphalt, sidewalks and other obstructions. Grantee shall have the right to flow water over, under, and across the Easement property.

3. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

4. Operation, Maintenance, Repair and Reconstruction. The Grantor acknowledges and agrees that the Grantor has the right on ingress and egress to and from the Easement Property and the right to enter onto the Easement Property to maintain, operate, repair, and reconstruct of the municipal water main.

Covenants of Grantee. For and in consideration of the easement rights granted herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant warrant and agree in favor of Grantor, and their personal representatives, heirs, successors, tenants, and assigns as follows:

1. Payment/Release. Grantee shall pay to Grantor the lump sum of Five Hundred and 00/100 Dollars ($500.00) in consideration of the likely damages to the native condition of the soil. In consideration of this payment, Grantor releases all claims related to damages to the condition of the soil.

2. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor for any claims asserted by Grantee's employees and/or independent contractors against Grantor which relate to an injury occurring on or near the Easement Property, unless such injury was caused by Grantor's actions, omissions, or failure to act which are intentional or negligent.

3. Coordination. Grantee agrees all construction, operation, maintenance, repair, reconstruction, removal, and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

4. Damages. Grantee, and its successors and assigns, agrees to pay for any damages caused to land, growing crops, fences, livestock, or other personal property of Grantor from the construction, operation, or maintenance of said municipal water main.

Retained Rights. Grantor reserves and shall retain all rights to the Easement Property not granted hereby. Grantor shall be allowed to graze livestock, install fencing, and perform any other agricultural related activities, with the exception of installing any buildings or other permanent structures over or upon the property which this easement permits.

Permanent Easement. This easement shall be permanent and run with the land for the benefits of the Grantee, its successors and assigns, and all provisions hereof shall be binding upon the Grantor, their heirs, personal representatives, successors, tenants and assigns. The easements contained herein can only be terminated by a written agreement of both parties which is properly filed with the Lancaster County Register of Deeds.

Entire Understanding. This Easement Agreement constitutes all of the agreements, understandings, and promises between the parties hereto, with respect to the subject matter hereof.

Validity of Easements. The easement contained in this Easement Agreement shall be of no force and effect until the Easement Agreement is duly and validly executed by all parties and properly filed with the Lancaster County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date and year first above written.

_____
Roland L. Meyer, Grantor

State of Nebraska)
) ss.
County of Lancaster)

The foregoing instrument was acknowledged before me this _____ day of July 2024, by Roland L. Meyer, Grantor.

_____
Notary Public

Attest:

The City of Bennet, Nebraska,
a municipal corporation,

_____
Village Clerk

By: _____
Ryan Cheney, Mayor

ORDINANCE NO 2024-8.1

AN ORDINANCE OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA, TO AMEND § 52.02 OF THE CODE OF BENNET RELATING TO WATER RATES BY INCREASING THE USAGE FEE; 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, ~~$5.60~~ $6.60 per 1,000 gallons of water or any portion thereof used during the month or an amount set by separate resolution.

(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 ~~$5.60~~ $6.60 per 1,000 gallons of water or any portion thereof used during the month, or any amount set by separate resolution.

(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 ~~$5.60~~ $6.60 per 1,000 gallons or any portion thereof used during the month, or an amount set by separate resolution.

(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.

Section 2. Any conflicting ordinances or parts thereof are hereby repealed.

Section 3. This Ordinance shall take effect and be in full force on October 1, 2024, following its passage, approval, and publication or posting as required by law.

SUSPEND READINGS (3/4 VOTE) _____	FIRST READING _____ SECOND READING _____ THIRD READING _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2024.

_____ _____

Michele Lincoln, City Clerk Ryan Cheney, Mayor

RESOLUTION NO. 2024 – 8.3

A RESOLUTION OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA, TO SUBMIT TO THE VOTERS OF THE CITY OF BENNET AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION WHETHER TO CONTINUE THE EXISTING BENNET GARBAGE TRANSFER SITE AT ITS CURRENT RATES OR CONTRACT FOR WEEKLY CURBSIDE GARBAGE SERVICE WITH URIBE REFUSE SERVICES

WHEREAS the City of Bennet currently maintains a garbage transfer site which is offered to users at the cost of $23.00 per month;

WHEREAS Uribe Refuse Services Inc proposes to enter into a five-year contract with the City of Bennet to provide weekly curbside garbage services for the cost of $22.00 per month, with a $1.00 increase to the monthly rate in each year of the contract; and the City of Bennet would continue to offer a disposal site for brush and compost;

WHEREAS the City of Bennet wishes to submit to the voters the question of whether to continue the existing garbage transfer site at current rates or switch to weekly curbside service as set forth above;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA:

1. At the General Election to be held on Tuesday, November 5, 2024, there shall be submitted to the qualified electors of the City of Bennet, Lancaster County, Nebraska, for adoption or rejection, the following proposed question:

   GARBAGE SERVICE

   THE CITY OF BENNET CURRENTLY PROVIDES A GARBAGE TRANSFER SITE TO USERS AT A COST OF $23.00 PER MONTH. INSTEAD, URIBE REFUSE SERVICES INC PROPOSES TO ENTER INTO A FIVE-YEAR CONTRACT WITH THE CITY OF BENNET TO PROVIDE WEEKLY CURBSIDE GARBAGE SERVICES FOR THE COST OF $22.00 PER MONTH, PLUS A $1.00 INCREASE TO THE MONTHLY RATE IN EACH YEAR OF THE CONTRACT; AND THE CITY WOULD CONTINUE TO PROVIDE A DISPOSAL SITE FOR BRUSH AND COMPOST.

   SHALL THE GOVERNING BODY OF THE CITY OF BENNET ENTER INTO A FIVE-YEAR CONTRACT WITH URIBE REFUSE SERVICES INC FOR WEEKLY CURBSIDE GARBAGE SERVICES AT A COST OF $22.00 PER MONTH, WITH A $1.00 INCREASE TO THE RATE IN EACH YEAR OF THE CONTRACT; AND THE CITY TO CONTINUE TO PROVIDE A DISPOSAL SITE FOR BRUSH AND COMPOST?

   VOTE FOR or AGAINST

   □ I vote FOR the proposal for weekly curbside garbage service.

   □ I vote AGAINST the proposal for weekly curbside garbage service (continues the existing garbage transfer site)

2. The City Clerk is directed to certify a copy of this resolution to the Election Commissioner for Lancaster County not later than September 3, 2024, who shall

designate polling places and determine voting procedures as set forth in the Election Act. The City agrees to reimburse Lancaster County for the expense of conducting the ballot question. As required by the Election Act, the Election Commissioner shall provide for publication of the Notice of Election no later than forty-two (42) days prior to the date of the election.

3. The City Clerk is directed to provide notice of said election and a sample ballot to the qualified electors of the City of Bennet by publication in a newspaper published in or of general circulation in the City of Bennet not more than thirty (30) days nor less than ten (10) days prior to the election.

PASSED AND APPROVED THIS _____ DAY OF AUGUST 2024.

ATTEST:

_____ _____

Michele Lincoln, City Clerk Ryan Cheney, Mayor

(SEAL)

CITY OF BENNET - DEVELOPMENT FEE CALCULATOR
_____ Development

Proposed Development Land Uses

Residential		Units
Commercial		Units

Street Infrastructure Fee					
Residential	0	Units	$455	$/Unit	$0.00
Commericial	0	Units	$455	$/Unit	$0.00
Total					$0.00
Sewer Infrastructure Fee					
Residential	0	Units	$390	$/Unit	$0.00
Commericial	0	Units	$455	$/Unit	$0.00
Total					$0.00
Water Infrastructure Fee					
Residential	0	Units	$520	$/Unit	$0.00
Commericial/Industrial	0	Units	$520	$/Unit	$0.00
Total					$0.00
Park Infrastructure Fee					
Residential	0	Units	$260	$/Unit	$0.00
Commericial/Industrial	0	Units	$260	$/Unit	$0.00
Total					$0.00

Estimated Fees Due Prior to Building Permit Approval: $0.00

RESOLUTION NO. 2024-8.4

A RESOLUTION APPROVING THE MASTER FEE SCHEDULE FOR THE CITY OF BENNET.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNET, NEBRASKA, that Addendum A, Master Fee Schedule shall be approved.

PASSED AND APPROVED THIS 12h day of August 2024

_____
City Clerk/Treasurer
City of Bennet, NE

_____
Mayor
City of Bennet, NE

(SEAL)

Master Fee Schedule - Addendum A	Fee
Dog, Cat, and Other Animal Fees	
Dogs and Cats Annually (up to 3)	10.00
License for each additional cat (4 ***or more Dogs are considered a kennel and they are not permitted*** *)*	55.00
Delinquent Dogs and Cats (for 1-3 animals)	20.00
Delinquent Cats (for 4+ cats)	55.00
Impoundment Fee for Dogs and Cats (No charge if Less then 8 hours)	25.00 per day, plus any cost incurred by City
Animal Permit Large (Annual Fee)	50.00
Animal Permit Small (Annual Fee)	10.00
Guide and Hearing Dogs	**Exempt**
Shelter Reservation/Damage Deposit	
Reservations/Damage Deposit. Which is Returned Upon Satisfactory Inspection	100.00 Deposit
Nuisances Abatement	
300.00 per hour including equipment	300.00 per hour
Peddlers Permit	
Annual Peddlers Permit with Completed Application (Good for one year)	25.00
Food Vendor/Food Trucks	
Food Vendors Truck with Completed Application (Good for one year)	25.00
Utility Related Fees	
Transfer/Voluntary Disconnection	25.00
Utility Reconnect for non payment	100.00
Water Usage Rate	5.60 per 1,000 gal
Water Rate-Monthly	28.50
Sewer Usage Rate	6.00 per 1,000 gal water Jan-March average
Sewer Rate- Monthly	24.00
Replacement of Antenna on meter due to breakage. Cost may change	240.26
Separate Premises: one meter shared between properties. Minimum water service fee	10.00 per month

Garbage Related Fees	
Non-Residential (Annual)	350.00
Residential	23.00
Commercial	26.00 per month
One Time Dump Fee	35.00 Per Level Pickup Load
Replacement Refuse Site Permit	10.00
Brush and Compost Permit with tag	Free with permit
Building Permit Related Fees	
Building Permit	60.00
Plan Review	55.00
Zoning	5.00
All On Site Inspections: Plumbing, HVAC, Foundation, Framing, Final Building etc	55.00 each
Plumbing Permit	35.00
HVAC (Mechanical)	35.00
Fuel Gas Permit	35.00
Permanent Pool Permit	50.00
Fence permit- Property pins marked, fence location marked, on site inspection	15.00
Demo Permit	55.00
Sewer Hook-up	1000.00
Water Hook-up	1000.00
Sewer Tap	100.00
Water Tap	100.00
Meter Pit and Lid (cost may change due to availability of equipment)	1251.00
Private Sewage Disposal System ***ExtraTerritorial Jurisdiction - ETJ***	100.00
Curb Cut (Deposit Only)	250.00
Moving Building Permit - established by resolution prior to permit approval	
Zoning/Subdivision	
Subdivision Application (Preliminary or Final)	500.00
Administrative Minor Plat	250.00
Subdivisions Tax - Residential	1000 per Lot
Subdivisions Tax - Commercial or Industrial	4000 per acre

Change of Use	250.00
Conditional Use Permit	250.00
Board of Adjustment	50.00 Application 15.00 Notification
Zoning Change	250.00
Subdivision Development Fees	
Street Infrastructure - Residential	$455 per Unit
Street Infrastructure - Commercial	$455 per Unit
Sewer Infrastructure - Residential	$390 per Unit
Sewer Infrastructure - Commercial	$455 per Unit
Water Infrastructure - Residential	$520 per Unit
Water Infrastructure - Commercial	$520 per Unit
Park Infrastructure - Residential	$260 per Unit
Park Infrastructure - Commercial	$260 per Unit
Payport Usage Fees	
E-Check	*1.75*
Debit Card	*2.95*
Credit Card	*2.49% of Total*
Insufficient Funds	
Checks, ACH	20.00 plus bank fees
Hobbyist Permit Fee	
For inoperable, dented, damaged vehicles resident wants to fix up. 180 days	50.00
Renewal (one time only) of Hobbyist Permit	50.00
Bulk Water Fees	
$500.00 refundable deposit to city for water meter provided/refund after return of water meter	500.00
Usage of first 1,000 gals water	48.00
Per additional 1,000 gals of water	5.00

Subsurface Solutions
Damage Prevention Experts

Subsurface Solutions
9819 S 168th Ave, Suite 6D, Omaha,NE, 68136
www.SubsurfaceSolutions.com

QUOTE 35167

Valid Till Sep 30, 2024

Sales Person Evan Beran

Phone 402-707-8386

Email evan@subsurfacesolutions.com

Attention to: Zach ?

Bill To
Bennet - Village of
PO Box 255,
Bennet,NE,68317-0255

Ship To
Bennet - Village of
PO Box 255,
,,

Item & Description		List Price	Qty	Total
RX 7200 10/RD7200 2024 Radiodetection RD7200 Receiver includes: - 512Hz, 640Hz, 8kHz, 33kHz, 65kHz, 83 kHz, 131 kHz, 200 kHz, Power Mode, Radio Mode, CPS Mode - 512Hz, 640Hz, 8kHz, 33kHz Sonde frequencies - Guidance Mode, Peak Mode, Peak Plus - Fault Find mode (A-frame compatible) - Auto digital depth with over 50ft range, Directional compass, Current measurement - Enhanced Power mode with Power filters and depth - Dynamic Overload Protection auto-filtering - USB port for free updates - Enhanced Self Test, eCal calibration - Enhanced Volume (Vol 0-5 and high low audio freq) - Haptic Swing Feedback - 3 Year Warranty after registration & much more...		$ 2,806.00	1	$ 2,665.70
TX5 Transmitter 10/TX5-FCC 2024 Tx-5 (5 Watt) transmitter with: - 16 Active Frequencies, 8 Induction frequencies - 5 Watt of power & 90V capacity - LCD backlit display with battery & Volt-Ohm meter - Direct connect cables, ground rod, 30ft jumper cable, earth magnet - 3 year warranty after registration		$ 2,110.00	1	$ 2,004.50
LOCATOR BAG 10/LOCATORBAG 2024 Soft Carry Bag with pockets, paint can holders, shoulder strap and 1 year warranty		$ 244.00	1	$ 231.80
TX-LION with AC Charger 10/TX-MBATPACK-V2 2024 TX Li-Ion rechargeable battery with AC charger		$ 730.00	1	$ 693.50
RX LION Battery with AC Charger (Mains Charger) 10/RX-MBATPACK-V2 2024 RX Li-Ion rechargeable battery pack with AC charger (RD8100/7100-8200/7200 series only)		$ 528.00	1	$ 501.60
GPS - Pole (carbon fiber) GPS Pole (carbon fiber) 8.5' (2.5m) AdirPro Carbon Fiber Prism Pole with Quick Release Clamp		$ 199.00	1	$ 199.00

Item & Description	List Price	Qty	Total
GPS - RAM Medium Tablet holder RAM Medium Tablet holder RAM® X-Grip® Mount with Yoke Clamp Base for Survey Poles for 7"-8" Tablets	$ 195.00	1	$ 195.00
Samsung Galaxy Tab A - 8" Samsung Galaxy Tab A - 8"	$ 295.00	1	$ 295.00
Geode GNS3M Multi-Frequency Antenna Model GPS-GNS3M-CFG(13817) 2023 Geode GNS3M Multi-Frequency Antenna Model (Upgradeable to Multi-Frequency) Upgradeable Single Frequency configuration. Upgradeable to 10Hz or 20Hz data rates. Upgradeable to Multi-Frequency (L1,L2,L5). Multi-Frequency required to use Atlas H30 and H10 L-Band correction subscriptions. 	$ 3,150.00	1	$ 3,150.00
Duct Hunter 5/16" - 400' Traceable and Marked 12-516-400M 2023	$ 1,821.94	1	$ 1,821.94
Mid-Sonde 8kHz 001 00281 03 Rycom Mid-Range 8kHz Sonde Size: 1" x 4" Range/non-metallic: 20ft Battery: AAA Alkaline Line Size: 2" and up Available end battery cap adapters: 1/4" x 20 female 3/8" x 16 female or male 5/16" x 18 female or male M10 female or male M12 female or male	$ 300.00	1	$ 300.00
Maggie 10/MAGGIE 2024 Highest Sensitivity Ergonomic & Durable Dust & Water Resistant (Rated IP54) Easy access battery removal Expanding bar graph indicates polarity (positive or negative) and relative signal strength HeliFlux® sensors Modular construction and high performance components Includes a soft-case and sling for ease of carrying through rough terrain, hands-free 7-year warranty 	$ 1,194.00	1	$ 1,086.54
Subsurface Maps Subsurface Maps 2021 Initial pricing for one user - $360/year for first user, $180/year for each additional user Online Mapping Service comes with Offline App Subsurface Maps Offline (pairs to locator and external gps kit) easy mapping straight to the map (no file exports and imports needed) visit <http://www.subsurfacesolutions.com/subsurfacemaps> for more information 	$ 30.00	12	$ 360.00
Freight Estimated Freight	$ 250.00	1	$ 250.00

Contact me if you have questions

Sub Total **$ 13,754.58**

Tax ***$ 0.00 Not Configured***

Grand Total **$ 13,754.58**

Terms & Conditions - Pricing may not include local or state sales tax, freight or other shipping charges that will be paid by the customer. Please contact us if you need exact freight and tax charges at 402-990-9454. Pricing is valid for 10 days unless otherwise noted. All orders Prepay, COD, credit card or Net 30 if qualified. We accept all major Credit Cards. Lead time on most equipment is 3-10 days. Radiodetection RD7200 & RD8200 are warranted for 3 years after registration & Schonstedt units 7 years, most other equipment is a 1 year warranty. Free training on equipment over $5000.

August 8, 2024

City of Bennet
Attn: Board Members
685 Monroe Street
Bennet, NE 68317

Re: SCADA Services
Bennet, Nebraska
Olsson Project No. 024-00902

Board Members,

Bids were received on August 8, 2024, for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. A bid tabulation has been prepared for the project and is attached for your reference.

	Automatic Systems, Co.	Direct Automation 2, LLC	HOA Solutions	R.E. Pedrotti Co., Inc
SCADA	$51,159	$88,085	$85,059	$141,398
ALTERNATE	$17,622	NA	$47,566	$47,220
TOTALS	$68,781	$88,085	$132,625	$188,618

A total of four bids were opened for the project, and the apparent low was submitted by Automatic Systems Co. from Ames, IA for the amount of SCADA ($51,159) and Alternate ($17,622).

Since this Contractor has been considered a responsive and responsible bidder, it is our recommendation that an award be made to Automatic Systems Co. from Ames, IA for the amount of SCADA ($51,159) and Alternate ($17,622).

Please feel free to contact us with any additional questions that you may have.

Sincerely,

Brian Schuele, P.E.

enc: Bid Tabulation

601 P Street / Suite 200 / Lincoln, NE 68508
O 402.474.6311 / **olsson.com**

SCADA Services - City of Bennet, Nebraska

Bid Date	Olsson No.
8/8/2024	024-00902

CONTRACTOR				Automatic Systems Co. Ames, IA		Direct Automation 2, LLC Sioux Falls, SD		HOA Solutions Lincoln, NE		R.E. Pedrotti Co., Inc Mission, KS	
	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	SCADA										
1	SCADA	LS	1	$ 51,159.00	$ 51,159.00	$ 88,085.00	$ 88,085.00	$ 85,059.00	$ 85,059.00	$ 141,398.00	$ 141,398.00
	ALTERNATE										
2	ALTERNATE	LS	1	$ 17,622.00	$ 17,622.00		$ -	$ 47,566.00	$ 47,566.00	$ 47,220.00	$ 47,220.00
	TOTAL SCADA Services				**$ 68,781.00**		**$ 88,085.00**		**$ 132,625.00**		**$ 188,618.00**
	Addendum			none		none		none		none	
	(5%) Bid Bond			Yes		Yes		Yes		Yes	
	Contractor Notes										

Maintenance Report

August 12th, 2024

During the month of July, we…

Water:

- Performed our monthly water test and took them to the Lincoln lab. Failed the first test, retook the test and failed a second test, waiting for Greg Berkel from NDEE to get back to me on our next step is.
- Read all water meters in the city
- Sold 1700 gallons of water Barrons Well Drilling
- Installed a new meter pit at 315 Apple
- Installed a new meter pit at 265 Monroe
- Moved sample station from 260 Van Buren to 400 Tyler

Needs:

- Look into hiring out a company to power spray the tower after birds migrates south.

Wastewater Treatment Plant, Lift station and Sewer:

- Completed monthly effluent testing and delivered to the lab in Omaha.
- Had some jetting done around city park
- Sprayed weeds around WWTP and drive
- Had ABC pest control come give a quote on spraying bugs annually. They will start spraying annually on the 30th of this month for $70 per service.
- Cleaned UV lights and replaced a couple bulbs
- Cleaned head works
- Cleaned out air diffusers in the primary prosses tank
- Repaired a couple air lines on the digester tanks

Needs:

- Could use some rock added to treatment plant drive and lift station drive.

Streets:

- Sprayed weeds down Hackberry and Garden St
- Trimmed tree branches over hanging railroad crossing sign on Garden St

Needs:

- Some streets have chunks of asphalt breaking up around the park (Fir St) and some other areas of town the asphalt is starting to break up (Van Buren St and Arbor Cir).
- Some streets have excessive settlement problems (Tallgrass Cir and east end of Hackberry St)

General:

- General maintenance of all city owed properties.
- Hired Zach Fergus as our new maintenance man.
- Showed Direct design and HOA around for PLC upgrade.
- Got estimate from Subsurface Solution on new GPS mapping.

Dump:

- Pushed up brush pile and burned pile.
- Turned and moved compost pile.
- Loaded metal into metal bins.
- Dug up fresh compost dirt from compost area and from brush pile area.
- Burned brush pile

Needs:

- Some rock around the brush pile.

Parks and Ballfields:

City Park:

- Met with Jay Christenson for a revised estimate on tree trimming at city park. They will be able to start around 10-27-25
- Flipped both slides on the south side of the playground unit because one had a crack in it and the other was warped from the sun
- Installed water meter and backflow on the splash pad. Had a problem with water presser at the, had to remove the pressure regulator and take it apart and clean it out twice, once that was done it seemed to have fixed water pressure problem. Installed 5 new solenoids, 2 jet housings, 3 diaphragms and a new activation switch and still had some problems with it operating properly. Patrick Pierce from Commercial Recreation Specialists came down and looked at the splash pad and ruled that it was malfunctioning from the computer board in the pit, looks to have gotten water inside it somehow. He gave me an estimate for replacement parts. Around $2,000 to get the splash pad back to working order.
- Had ABC pest control come give a quote to spray bugs annually. They will start spraying annually on the 30th of this month for $80 per service.
- Got water heater moved under the cabinets and new water lines ran to it.

Needs:

- Need to replace gasket in Splash pad bucket dump fixture as it is leaking when water is on. We have it shut off for the season right now.
- Should add some dirt/sand to dips and do fertilizing and seeding of the lawn, lot of dead spots and dips for people to trip over

Whispering Pines:

- Trimmed all side walked, baskets, and landscaping as well and sprayed weeds around the landscape and edged sidewalk.

Needs:

- Need to have mulch added to tree bases and entrance garden and around bridge gardens.

T-Ball Field:

- Sprayed weeds around the infield and trimmed the weeds around the outside of the fence and dug outs.

Needs:

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

South Ballfield:

- Had Window World fixed crow's nest window. Found out they ordered the wrong window, so they now must reorder the right one. Waiting to see when they will have the right window in and when they will be able to get it installed.
- Sprayed weeds all along the fence in the outfield and the drive and parking lot as well as around the crow's nest, bleachers and bathrooms.
- Had Christenson tree service trim trees and remove dead trees
- Had some storm damage on the outfield fence, batters cage frame and tin on the concession stand roof.

Needs:

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

Mike Kucera

Utility Superintendent

Overtime Worked
07-01-2024 to 07-31-2024

Deputy	Start - End	# Hours	Date	OT Type
2298 HORALEK, DEREK	0730 - 1200	4.50	07-08-2024	SUPL CONTRACT-BENNET
2298 HORALEK, DEREK	0700 - 1030	3.50	07-22-2024	SUPL CONTRACT-BENNET
2298 HORALEK, DEREK	1630 - 1830	2.00	07-31-2024	SUPL CONTRACT-BENNET
		10.00		
22141 HANSEN, MICHAEL	1130 - 1400	2.50	07-10-2024	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	1115 - 1345	2.50	07-18-2024	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	1115 - 1345	2.50	07-24-2024	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	1115 - 1345	2.50	07-31-2024	SUPL CONTRACT-BENNET
		10.00		
		Total: 20.00		

Lancaster County Sheriff's Office

Report of Contract Deputy Horalek
Activity for the Village / Town / City of Bennet
Date Worked 07/08/24
Start of Shift: 0730 End of Shift: 1200

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	- -	- -	Code 11
0727	REF	Madison and Dogwood	C4005271 - Asst 902139 w / stolen vehicle
0906	O	City Office	Checked in / Misc info
0915	F/U	City Office	Reports for C4005271
1039	HBO	Monroe and Dogwood	Stray goat in church yard
1100	F/U	" "	Wrangled goat and TOTed to Humane Society
1200	- -	- -	Code 9

# of Citations Issued: 0	Warning / Defect Citations Issued: 0
Total hours worked this date: 4.5	Vehicle number: 0953 **Total** mileage for this shift: 9

Deputy Reporting 90298

Supervisor Approving

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Horalek
Activity for the Village / Town / City of Bennet
Date Worked 07/22/24
Start of Shift: 0700 End of Shift: 1030

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
0700	- -	- -	Code 11
0706	SEL	Monroe and Birch	T/S - Speeding - Warning
0715	SEL	Monroe and Apple	Start - Traffic Selective
0801	SEL	" "	T/S - Speeding - Warning
0810	SEL	" "	End - Traffic Selective
0818	HBO	150 Jefferson	Susp Veh Call - C4005639
0842	O	City Office	Checked in / Misc Info
0956	BUS	Baseball Field	Area Check
1015	O	City Office	Zoning questions
1030	- -	- -	Code 9

# of Citations Issued: 0

Warning / Defect Citations Issued: 2

Total hours worked this date: 3.5

Vehicle number: 0983

Total mileage for this shift: 17

Deputy Reporting 90298

Supervisor Approving 90218

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Horalek
Activity for the Village / Town / City of Bennet
Date Worked 07/31/24
Start of Shift: 1630 End of Shift: 1830

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
1630	- -	- -	Code 11
1706	O	City Office	Checked in / Weathered the storm
- -	O	Throughout Bennet	Citizen contacts - checked storm damage
1830	- -	- -	Code 9

# of Citations Issued: 0	Warning / Defect Citations Issued: 0
Total hours worked this date: 2	Vehicle number: 0953 **Total** mileage for this shift: 17

Deputy Reporting 90290

Supervisor Approving 90188

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy M. Hansen 902141
Activity for the Village / Town / City of Bennet
Date Worked 07-10-2024
Start of Shift: 1130 End of Shift: 1400

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
1130		Start of shift	Mileage 19137.7
1140	SEL	Downtown	
1155	SEL	Park	
1210	SEL	Cemetary	
1230	SEL	Ballpark	
1400		End of shift	Mileage 19160.7

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2.5	Vehicle number: 967 **Total** mileage for this shift: 23

Deputy Reporting M. Hansen 902141 **Supervisor Approving** 7/10/24

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy M. Hansen 902141
Activity for the Village / Town / City of Bennet
Date Worked July 18, 2024
Start of Shift: 1115 End of Shift: 1345

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
1115		Start of shift	Mileage 19406.3
1130	SEL	Park	
1140	SEL	Downtown	
1155	SEL	Ballpark	
1210	SEL	Cemetary	
1215		General Town Patrol	
1315		End of shift	Mileage 19429.3

# of Citations Issued: _____ Warning / Defect Citations Issued: _____

Total hours worked this date: 2.5 Vehicle number: 967

Total mileage for this shift: 23

Deputy Reporting M. Hansen 902141 **Supervisor Approving** _____

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy M. Hansen 902141
Activity for the Village / Town / City of Bennet
Date Worked July 24, 2024
Start of Shift: 1115 End of Shift: 1345

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
1115		Start of shift	Mileage 418.6
1135	SEL	Park	
1145	SEL	Downtown	
1150	SEL	Ballpark	
1215	SEL	Cemetary	
1220		General Town Patrol	
1315		End of shift	Mileage 441.7

# of Citations Issued: _____ Warning / Defect Citations Issued: _____

Total hours worked this date: 2.5 Vehicle number: 985

Total mileage for this shift: 23.1

Deputy Reporting M. Hansen 902141 **Supervisor Approving** [signature] 902148

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy M. Hansen
Activity for the Village / Town / City of Bennet
Date Worked 07-31-2024
Start of Shift: 1115 End of Shift: 1345

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
1115		Start of shift	Mileage 597.8
1120	SEL	Downtown	
1135	SEL	Park	
1145	SEL	Cemetary	
1200	SEL	Ballpark	
1215		General town patrol	
1345		End of shift	Mileage 619.3

# of Citations Issued: _____ Warning / Defect Citations Issued: _____

Total hours worked this date: 2.5 Vehicle number: 0985

Total mileage for this shift: 23.5

Deputy Reporting M. Hansen 902141 **Supervisor Approving** 902168

Code Enforcement Report

August 12, 2024

- Since water restrictions started May 15th there have only been about seven people that have watered on the wrong day, but no repeats since the initial warnings.
- A residential property owner, Josh Wiliams, had a big limb go down in June on the Northeast corner of Madison and Dogwood, after multiple attempts asking him to take care of the issue, and with many promises to do the work, he made, no attempt to take care of it. I got permission from Mayor Cheney to have our maintenance crew haul off the branches and charge him for the work. It took an hour and 15 minutes to clean it up. Fee schedule says, $300.00 per hour, so charged him $375.00
- There have been at least four complaints about Mark Schmidt's subdivision and weeds not getting mowed on a regular basis, there are also dead trees needing to be removed.. I talked to Mark about the complaints and sent a Violation letter to him. He has since mowed the areas I told him about, but the rest of the property "Evergreen Development" has not been mowed and we still have the trees to address.
- When the City signed up with LARM I found out that they give annual grants of $500.00 for safety equipment. It cannot be the same equipment every year, but it was easy to apply for the grant and it was approved almost immediately. I spoke to Mayor Cheney and asked him if the grant was large enough to get an AED and have the city pay for the remainder. He approved it and we now have an AED for the City Office. Bennet Fire and Rescue is planning to give us training as well as hands-on experience on how to use it.

Marlene Sturdy

Code Enforcement/Administrative Aide

Bennet Planning Commission
Regular Meeting Minutes
July 17, 2024

The Bennet Planning Commission held a meeting on July 17, 2024, at 7:00 PM, at City Hall, 685 Monroe Street in the City. The session was open to the public and proceeded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statutes of Nebraska by posting at the City Clerk Office, the Post Office, and First Nebraska Bank.

Chairperson Greg Pohl called the meeting to order at 7:00 p.m. and announced the Open Meetings Act was posted. City Clerk/Zoning Administrator Michele Lincoln conducted roll call and recorded the minutes. Roll call: **Present:** Greg Pohl, Marilyn Maney, Tyler Anderson, Josh Buck, Kevin Hiett. **Absent:** Matt Tyler. A quorum being present, and the meeting duly commenced, the following proceedings were taken while the meeting remained open to attendance by the public.

Anderson moved and Maney seconded a motion to approve the minutes from May 29, 2024, Regular Meeting. Roll call vote: Anderson, Maney, Pohl, Buck, Hiett voted yes. Motion Carried.

During Communication and Bills Hiett questioned why he was unaware of an Economic Development meeting which was referred to in the Voice News. Lincoln explained that the Economic Development Group was initiated with the SENDD (Southeast Nebraska Development District) Light Program. Levi Vitter was in attendance and is part of the Economic Development Group. He stated that key individuals of the community were invited to attend, and that the community as a whole was not invited to participate.

The Planning Commission evaluated the Capital Improvement Plan (CIP) projects. Buck moved and Hiett seconded a motion to forward the following CIP recommendations. Roll call vote: Anderson, Maney, Pohl, Buck, Hiett voted yes. Motion Carried.

Project #3	Office Equipment & Software - annual Technology Update	$	2,500.00	24/25
Project #19	Water Storage Tank - Maintennace Contract	$	54,956.00	24/25
Project #23	Additional Water Storage Facility	$	1,000,000.00	~~24/25~~ - 26/27
Project #32	~~New City Office/Maintenance Facility -~~ Office Bldg /Community Center		$500,000 to $3,500,000	~~24/25~~ - 25/26
Project #40	Mapping Software	$	15,000.00	~~23/24~~ 24/25
Project #42	Update PLC @ WWTP	$	50,000.00	24/25
Project #43	Lagoon Cleaning	$	150,000.00	24/25
Project #44	Van Buren & Garden St. Area Inlet		$10,000 to $20,000	~~23/24~~ 24/25

Project #45	Cottonwood & Tyler Street Paving	$	1,500,000.00	24/25
Project #48	Contribution towards Pre-School Park Equip	$	10,000.00	24/25
Project #50	Dump Truck		$30,000 to $130,000	24/25
Project #51	Jetting Sewer Mains - 25% Annual Maintenance			24/25
Project #52	Brush Hog Mower		$5,000 to $7,500	24/25
~~Project #57~~	~~Water Tower Park Walking Trail~~	~~$~~	~~45,000.00~~	~~24/25~~
~~Project #58~~	~~Water Tower Park Parking Lot~~	~~$~~	~~65,000.00~~	~~24/25~~
Project #59	City Trail System - Phase 1	$	125,000.00	24/25
	Phase 2 - Construction	$	2,500,000.00	25/26
Project #60	Asphalt Sealing	$	15,000.00	24/25
Project #61	Text My Gov		$2,000	24/25
Project #62	Sanitary Sewer Video Inspection	$	70,000.00	24/25
Project #63	Water Test Well Drilling	$	150,000.00	24/25
Project #64	Animal Waste Stations x 2	$	400.00	24/25
Project #65	Snow Blade for future truck purchase	$	15,000.00	25/26
Project #66	Basketball/Pickle Ball Court, 1/2 court	$	15,000.00	25/26
Project #67	Annexation Plan	$	20,000.00	24/25

Buck moved and Hiett seconded a motion to adjourn at 8: 10p.m. Roll call vote: Anderson, Maney, Pohl, Buck, Hiett voted yes. Motion Carried.

Michele Lincoln, CMC
City Clerk/Zoning Administrator