City of Bennet
City Council
NOTICE OF MEETING
October 19, 2026
City Council Regular Meeting
7:00 PM
Bennet City Hall, 685 Monroe, Bennet, NE 68317

REGULAR MEETING
AGENDA

1. ROLL CALL AND PUBLIC MEETINGS LAW NOTIFICATION
2. PLEDGE OF ALLEGIANCE
3. **CONSENT AGENDA**
   - 3.a. MINUTES of September 9,2026 Special Meeting/Budget Hearing and City Council Regular Meeting Approval
   - 3.b. CLAIMS FOR PAYMENT
   - 3.c. TREASURER'S REPORT
   - 3.d. RESOLUTION 2026-10.1 Block Party Approval, Trunk or Treat, Bennet Community Church
   - 3.e. RESOLUTION 2026-10.2 Approve Appointment, PC Alternate, Katie Ringland
   - 3.f. RESOLUTION 2026-10.3 Approve Re-Appointment of PC Member, Matthew Tyler
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT
5. **UNFINISHED BUSINESS**
   - 5.a. Matt & Micha Richardson to speak about their water bill
   - 5.b. Discussion/Action Utility Committee recommendation for 905 Evergreen Road Water Usage
   - 5.c. Ordinance 2026-10.1 - Increase Water Rates - First Reading
   - 5.d. Ordinance 2026-10.2 - Increase Sewer Rates - First Reading
   - 5.e. Discussion/Action - 735 Jackson Street Drainage/Erosion Repairs
6. **NEW BUSINESS**
   - 6.a. **PUBLIC HEARING on Bennet One-and-Six-Year Plan for 2027-2032**
     - 6.a.1. Discussion/Action - Approval of 2027 One and Six Year Plan Resolution
   - 6.b. Agenda Request - Gary Judds, Code Enforcement Part II
   - 6.c. Agenda Request - Larry Kramer, Christmas in the Park
   - 6.d. Discussion/Action - Adjustment of interest/late fee for any unpaid water bills
   - 6.e. Discussion/Action - Approval of Johnson Services - repair sewer lines
   - 6.f. Discussion/Action - Approval of Personnel Policy Update
   - 6.g. Discuss/Action - Approve Post Employment Health Plan through Nationwide Retirement Solutions, Inc.
   - 6.h. Discussion/Action Creating a Moratorium on developments within the City of Bennet
   - 6.i. Discussion/Action - Annexation Plan
7. **REPORTS: Written reports submitted in advance are available for review in the public copy of meeting material. Submitted reports include Utility Superintendent, Sheriff's Office, Engineer.**

*** Additions to submitted reports**

   - 7.a. October Engineering Report
   - 7.b. September 2026 Lancaster County Sheriff's Report
   - 7.c. October 2026 Maintenance Report
8. COMMUNICATIONS
9. PUBLIC COMMENT
10. ADJOURNMENT

*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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City of Bennet, Nebraska
City Council
Special Meeting/Budget Hearing Minutes
September 9, 2026

The Bennet City Council held a Special Meeting/Budget Hearing on Wednesday, September 9, 2026, at 6:00 PM at the Bennet City Hall, 685 Monroe Street, Bennet, NE. Advanced publicized notice was duly given in strict compliance with the Open Meetings Act by publishing notice of the hearing in The Voice News on September 3, 2026; an agenda for the hearing was available for public inspection on September 4, 2026, at the Office of the City Clerk, U.S. Post Office, and First Nebraska Bank.

Mayor Cheney called the Public Hearings to order at 6:01 PM and announced the location of the Open Meetings Act. Sue Biltoft, City Clerk, conducted roll call and recorded the minutes. Council Members in attendance: Josh Buck, Jesse Schmidt, Pete Simmons, Dan Zieg, Ryan Cheney. Also in attendance were City Attorney David Solheim, Utility Superintendent Zach Fergus and City Engineer Brian Schuele. A quorum being present, the hearing commenced. The following proceeds were taken place while the hearing remained open to attendance by the public.

Mayor Cheney opened a public hearing for the presentation of the proposed 2026/2027 budget and setting the final tax request. Seeing no testifiers, Mayor Cheney requested to close the public hearing at 6:13 PM. Zieg moved and Simmons seconded a motion to close the public hearing at 6:13 PM. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Mayor Cheney announced public comment.

There being no further business, Simmons moved and Zieg seconded a motion to adjourn at 6:15 PM. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

City of Bennet, Nebraska
City Council
Regular Meeting Minutes
September 9, 2026

The Bennet City Council convened for a regular business meeting on Wednesday, September 9, 2026, immediately following the Special Meeting/Budget Hearing at the Bennet City Hall, 685 Monroe Street, Bennet, NE. Advanced publicized notice was duly given in strict compliance with the Open Meetings Act; an agenda for the meeting was available for public inspection on September 4, 2026, at the Office of the City Clerk, U.S. Post Office, and First Nebraska Bank.

Mayor Cheney called the meeting to order at 6:16 PM and announced the location of the Open Meetings Act. Roll call. Council Members in attendance: Josh Buck, Jesse Schmidt, Pete Simmons, Dan Zieg, Ryan Cheney. City Clerk Sue Biltoft, City Attorney David Solheim, City Engineer Brian Schuele and City Utility Superintendent Zach Fergus were also in attendance. A quorum being present, the meeting commenced. The Pledge of Allegiance was recited.

The council reviewed the Consent Agenda which included (a) Minutes from the August 10 Budget Workshop and Regular Meeting, (b) claims for payment, (c) Treasurer's report, (d) Resolution 2026-9.3 Placing no parking signs at Cottonwood & Monroe Streets; entrance to Arbor Circle. Zieg moved and Simmon seconded a motion to approve Consent Agenda as presented. Roll call vote. YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Mayor Cheney announced public comment.

Mayor Cheney re-introduced the CIP items requested by Zach Fergus for improvement of the new maintenance building: NCU Electricity - $3,610.00; Jung Electric - $14,902.43 Sykes Concrete - $34,092.00; Municipal Supply - $3,850.00 TCA Outdoor, Hustler Mower - $15,903.75 LFC, Lagoon Fence - $11,996.00. Zieg moved and Schmidt seconded a motion to approve the CIP projects excluding the lagoon fence at this time. Roll call vote: YES: Simmons, Zieg, Buck, Schmidt. Motion carried.

Mayor Cheney introduced Resolution 2026-9.1 Approval of the 2026-2027 Proposed Budget. Simmons moved and Zieg seconded a motion to approve the resolution. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Mayor Cheney introduced Resolution 2026-9.2 Approval of Property Tax Request. Zieg moved and Simmons seconded a motion to approve the resolution. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

Matt and Micha Richardson presented their request for the adjustment of the utility bill dated 9-1-26. After discussion, the council it was decided the Utility Committee will review the request and present their recommendation at the October Meeting.

Gary Judds addressed the council regarding several properties and enforcement of codes and regulations.

Mayor Cheney introduced the discussion of changing the October meeting date. Buck moved and Zieg seconded a motion to approve the change for the October meeting date from October 12th to October 19th. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Items 6F & 6G were combined for discussion of increases needed for water service and usage and also sewer service and usage. Zieg had created a spreadsheet according to recommendations by Accountant Michael Hoback with several percentage options. After discussion and review of the amounts shown, Zieg moved and Simmons seconded a motion to increase the monthly water service fee by 12 % and usage rate by 5% and sewer monthly service fee by 12% and usage fee by 5%. Roll call vote: YES: Buck, Simmons, Zieg. NO: Schmidt. Motion carried.

Attorney Solheim will draft a revised ordinance for the fee changes and present it at the October meeting for the first reading.

The council discussed the need for increasing rates at the Bennet Transfer Site due to the proposed budget deficit provided by the accountant. Zieg moved and Simmons seconded a motion to approve the rate increases of non-residents $300/quarter; residents and commercial $50.00/month; one-time fee per load $100.00/load; effective January 1, 2027. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

The Mayor and City Council reviewed written reports submitted by City Staff, City Engineer, and Lancaster County Sheriff's Department.

Mayor Cheney opened the floor to public comment.

There being no further business, Zieg moved and Simmons seconded a motion to adjourn at 7:35 PM. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

October 2026 Claims

Date	Num	Name	Memo	Credit
10/19/2026		ABC Termite & Pest Control Inc.	Pest Control	$ 374.00
10/19/2026		Allen Septic	Emergency Lift Station Pumping	$ 2,400.00
10/19/2026		ALLO Business	IT Services	$ 976.78
10/19/2026	EFT	ALLO Communications	Internet and Phone Systems	$ 321.61
10/19/2026		Almquist Maltzahn Galloway & Luth	Buidget	$ 4,350.00
10/19/2026		Barco Municipal Products Inc	Supplies	$ 82.20
10/19/2026	EFT	Black Hills Energy	Gas Utility	$ 48.82
10/19/2026	EFT	ClerkBooks,Inc.	Conversion	$ 2,700.00
10/19/2026		ClerkBooks,Inc.	Training and Support Hours	$ 1,050.00
09/30/2026	EFT	First Nebraska Bank	ACH Transaction Fee	$ 90.00
10/19/2026		Frontier COOP	Oil for generators	$ 326.04
10/19/2026	EFT	GreatAmerica Financial Svcs	Copier Lease	$ 175.00
10/19/2026		Hamilton Equipment Co.	Skid Steer Parts, Rentals	$ 664.05
10/19/2026		Hochstetler, David	Inspections	$ 270.00
10/19/2026		Husker Trucking Inc.	Rock	$ 1,271.60
10/19/2026		Immense Impact LLC	Website	$ 1,311.00
10/19/2026	EFT	Intuit Quickbooks	Monthly Payroll Updates	$ 70.82
09/18/2026	EFT	IRS/Department of Treasury	Federal Withholding	$ 2,726.82
09/18/2026	EFT	IRS/Department of Treasury	Employee Withholding	$ 321.28
10/02/2026	EFT	IRS/Department of Treasury	Employee Withholdings	$ 1,715.68
10/16/2026	EFT	IRS/Department of Treasury	Employee Withholding	$ 1,696.12
10/19/2026		Jones Lang LaSalle Americas, Inc.	US Post Office Lease Fee	$ 2,215.20
10/19/2026		Kreifels, Jeff	Inspections	$ 225.00
10/19/2026		Lancaster County Sheriff	September 2026 Law Enforcement	$ 1,464.19
10/19/2026		LARM	Annual Insurance	$47,272.99
10/19/2026		Lincoln Winwater Works Co.	Sewer Repair	$ 241.47
10/19/2026		Lovell Excavating	Excavating and repairs	$ 670.00
10/19/2026		MARC	sewer maintenance chemicals	$ 597.50
10/19/2026		Menards	Supplies	$ 182.31
10/19/2026		Midwest Labs	Effluent test & Supplies	$ 156.70
10/19/2026		Mike Palm	September 2026 Services	$ 400.00
10/19/2026		Municipal Supply Inc.	Supplies Invoice 0988214-IN	$ 4,100.25
10/19/2026		NE Public Health Environmental La	Testing - Invoice 610421	$ 98.00
10/19/2026		Nebraska CCI	Building inspections	$ 2,355.00
10/19/2026		Nebraska City Utilities	Electricity	$ 4,470.66
10/19/2026		Nebraska City Utilities	New Meter Socket	$ 120.65
09/18/2026	EFT	Nebraska Dept. of Revenue	State Withholding	$ 411.23
10/02/2026	EFT	Nebraska Dept. of Revenue	Employee Withholdings	$ 279.51
10/16/2026	EFT	Nebraska Dept. of Revenue	Employee Withholding	$ 277.14
10/14/2026	EFT	Nebraska Dept. of Revenue	Sales Tax	$ 1,319.66
10/19/2026		NMC Nebraska Machinery	Repair/Maintenance	$ 535.30
10/19/2026		Olsson Inc.	Engineering	$ 3,013.73
10/19/2026		One Call Concepts, Inc.	Diggers Hotline	$ 22.14
10/19/2026		Rural Water District No. 1	Water	$11,288.00
10/19/2026		Russell Jones	Back up Operator	$ 100.00
10/19/2026	EFT	Sams Club MC/Synch	Services & Supplies	$ 2,636.69
10/19/2026		Solheim Law Firm	Legal Services	$ 1,707.50

October 2026 Claims

10/19/2026		Sykes Constructions	Conrete, New Maintenance Building	$34,092.00
10/19/2026		TCA Outdoor Power	Weed Eater Repairs	$16,890.69
10/19/2026		The Voice News	Publications	$ 232.89
10/19/2026	EFT	Union Bank	STS 2021 Highway Allocation Bond	$ 6,916.48
10/19/2026		Uribe Refuse Services, Inc.	Porta Potty Dump	$ 78.00
10/19/2026		Uribe Refuse Services, Inc.	Porta Potty Whispering Pines	$ 105.00
10/19/2026		Uribe Refuse Services, Inc.	Compactor Transfer Site	$ 1,975.35
10/19/2026		Uribe Refuse Services, Inc.	Curbside Accounts	$ 6,825.50
10/19/2026		USA Blue Book	Supplies	$ 106.72
10/19/2026		Verizon Wireless	Cell Phones	$ 732.86
		Mayor & Council Pay		$ 3,139.89
		Payroll, Insurance Stipends		$21,117.48
		AFLAC, LPL Financial, NE Child Support		$ 2,668.17

	August 31, 2026 Balances	September 30, 2026 Balances
City Main Checking (General)	$ 361,822.90	$ 235,285.98
Sewer Property Tax MM (Debt Service)	$ 41,916.45	$ 42,654.66
Community Betterment (Keno)	$ 20,331.97	$ 20,340.33
Prize Reserve(Keno)	$ 38,473.51	$ -
Park Improvement Savings (General)	$ -	$ -
Subtotal Bennet First NE	$ 462,544.83	$ 298,280.97
Hwy & GO Bond Payments (Value Edge) MM (General)	$ 1,359.06	$ 1,359.85
Housing Rehab (General)	$ 822.49	$ 823.11
Subtotal Union Bank & Trust	$ 2,181.55	$ 2,182.96
General(General)	$ 990,546.90	$ 993,573.24
Park (General)	$ 13,024.78	$ 13,064.56
Water (Water)	$ 17,555.44	$ 17,609.11
Sewer (Sewer)	$ 29,706.26	$ 29,797.02
Street (Street)		
Subtotal NPAIT	$ 1,050,833.38	$ 1,054,043.93
4/2/2038 Hwy Bond Payment earning 4.38% int (General)	$ 60,288.00	$ 60,288.00
4/2/2039 Hwy Bond Payment earning 4.46% int (General)	$ 64,050.00	$ 64,050.00
4/2/2040 Hwy Bond Payment earning 4.54% int (General)	$ 62,700.00	$ 62,700.00
4/2/2041 Hwy Bond Payment earning 4.61% int (General)	$ 61,350.00	$ 61,350.00
Subtotal SLGS	$ 248,388.00	$ 248,388.00

RESOLUTION NO. 2026-10.1

A RESOLUTION APPROVING THE APPLICATION OF REV. DARIN CORDER WITH BENNET COMMUNITY CHURCH, 350 MONROE STREET FOR PERMISSION TO HOLD A BLOCK PARTY (TRUNK OR TREAT EVENT) ON DOGWOOD STREET BETWEEN MONROE STREET AND JACKSON STREET, BENNET.

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

THAT the application of Rev. Darin Corder (Licensee) to conduct a Block Party within an area on Dogwood Street between Monroe Street and Jackson Street, Bennet, from 4:00 pm to 8:00 pm, October 25, 2026, is approved, subject to the following conditions:

A. Proper and sufficient barricades will be placed to assure that no vehicular traffic may enter during the proposed activities. Licensees shall be responsible, at their own cost and expense, for the placement and removal of the barricades.

B. The Licensee shall clear all trash and other debris from the rights-of-way upon completion of the licensed activities.

C. Licensee acknowledges and represents that they have inspected the licensed premises, know the condition thereof, and assume full responsibility for any injury to persons or damage to property by reason of the use of the licensed premises under this license and shall undertake and agree to release and hold harmless and indemnify the City and all its officers and employees from and against all actions, claims, loss, demands, expense, damage, or liability of any nature whatsoever, for death or injury to any person or damage to any property in any manner arising by reason of or incident to the exercise or enjoyment of the licensed premises herein given, whether or not caused solely or contributed to by any act or omission, active or passive, negligent or otherwise, of the City, or any officer, employee or agent.

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

PASSED AND APPROVED on this _____ day of _____, 2026.

ATTEST:

_____ _____

City Clerk
City of Bennet

Mayor
City of Bennet

(SEAL)

CITY OF BENNET
LANCASTER COUNTY, NEBRASKA

BLOCK PARTY
APPLICATION FORM

Applicant (s) Rev. Darin Corder

Mailing address: P.O. Box 234 350 Monroe St. Bennet, NE

Primary phone: 402-419-6445

Secondary phone: 402-782-2385

Email Address: bennetcommunitychurch@gmail.com

Organization information (*if applicable*):

Name: Bennet Community Church

Mailing address: _____

Primary phone: _____

Email Address: _____

EXACT proposed use: Community Trunk or Treat

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

Dogwood Street from Monroe to Jackson

DATE REQUESTED: October 25, 2026 **HOURS REQUESTED:** 4:00PM **TO** 8:00PM

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

6 barricades, metal/plastic folding

HOLD HARMLESS AGREEMENT

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

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

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

Applicant Signature: Darin L Corder **Date :** _____

(I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document)

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

Date received by the City Clerk: Oct 5, 2026 **Meeting Date:** Oct 19, 2026

City Council approval and comments: _____

Rev. 8/25

RESOLUTION NO. 2026-10.2

A RESOLUTION APPOINTING AN ALTERNATE MEMBER TO THE PLANNING COMMISSION.

WHEREAS, pursuant to Section 32.01 of the Code of Bennet, the Mayor is authorized, subject to approval by the City Council, to appoint one alternate member to the Planning Commission, which alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than the full number of regular Commission members is present and capable of voting: and

WHEREAS, the Mayor has recommended, subject to the approval of the City Council, Katie Ringland to serve as such alternate member.

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

That, pursuant to Section 32.01 of the Code of Bennet, the appointment of Katie Ringland to serve as alternate member to the Planning Commission is hereby approved for the remainder of the term ending October 12, 2029.

PASSED AND APPROVED THIS 19th day of October 2026.

ATTEST:

_____ _____

City Clerk/Treasurer Mayor

(SEAL)

RESOLUTION NO. 2026-10.3

A RESOLUTION APPROVING THE REAPPOINTMENT OF ONE PLANNING COMMISSION MEMBER IN ACCORDANCE WITH SECTION 32.01 OF THE CODE OF BENNET.

WHEREAS, Section 32.01 provides for a Planning Commission consisting of five (5) regular members and one (1) alternate who serve three (3) year terms of office; and

WHEREAS the term of one (1) of such member expires on October 19, 2026, and the Mayor has recommended reappointment of the member for an additional term.

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

That in accordance with the recommendation of the Mayor, and City Council Members hereby approves the reappointment of the following individual to the City Planning Commission for the terms so indicated:

Matthew Tyler For a term expiring October 2029

PASSED ON THIS _____ day of _____, 2026.

ATTEST:

_____ _____

City Clerk/Treasurer Mayor

(SEAL)

CITY OF BENNET
COUNCIL MEETING
AGENDA REQUEST FORM

Name:	Matt & Micha Richardson
Address:	905 Evergreen Rd
Phone:	605-670-8482
Email:	mrichy22@gmail.com

Brief explanation of issue presented for discussion:

An opportunity to respond to the suggested recommendation from the Utilities Commission on our water bill before it is officially voted on by City Council.

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

For Office Use Only:
Date Received: _____
Meeting Date:_____

ORDINANCE NO 2026-10.1

AN ORDINANCE OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA, TO REPEAL AND REPLACE § 52.02 OF THE CODE OF BENNET TO ADJUST THE WATER USAGE RATES; TO REPEAL AND REPLACE § 53.46 OF THE CODE OF BENNET TO ADJUST THE SEWER USAGE RATES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE AN EFFECTIVE DATE

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

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

§ 52.02 RATES.

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

(A) Residential.

(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 include the Residential Monthly Service Fee, plus,

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

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

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

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

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

(3) The Residential Monthly Service Fee, Base Rate, and Max Rate may be adjusted by the City Council by separate resolution or ordinance.

(B) Commercial.

(1) The commercial 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 commercial water rate shall include the Commercial Monthly Service Fee, plus,

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

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

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

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

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

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

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

(C) Non-Resident.

(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 include the Monthly Non-Resident Service Fee, plus

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

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

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

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

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

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

(D) Bulk rate.

(1) The bulk rate shall be applicable to those persons or entities who occasionally purchase water from the city after obtaining a permit to do so from Utilities Superintendent or City Clerk/Treasurer.

(2) The recipient must make a refundable deposit of $500.00 to the City. Upon the return of the water meter provided by the City, the deposit shall be

refunded to the recipient. Additionally, $48.00 is due for the first 1,000 gallons of water plus $5 per additional 1,000 gallons of water or any portion thereof, or any amount set by separate resolution.

(E) Waivers / Credits.

(1) A consumer may request a waiver of the excess rate, for good cause shown by proper documentation, for unexpected, non-irrigation overages (e.g., leaks).

(2) A consumer may request a one-time waiver of the rate schedule upon issuance of a sod permit, not to exceed 50,000 gallons of water usage and subject to increased rates for overages. The cost of the sod permit and overage rates may be established and adjusted by the City Council by separate resolution or ordinance.

(3) A consumer may request a one-time credit in the amount of $150.00 upon documentation showing installation of a new or replacement rain sensor installed by a licensed irrigation contractor.

Section 2. The following water rates shall be applicable January 1, 2027. The Base Rate is hereby set at $6.93 per thousand gallons, or any part thereof. The Max Rate is hereby set at $250.00 per thousand gallons, or any part thereof. The Residential Monthly Service Fee shall be $31.92, the Commercial Monthly Service Fee shall be $31.92, and the Non-Resident Monthly Service Fee shall be $34.50. The initial cost of a sod permit shall be $250.00. The initial sod permit overage rate shall be the Max Rate per thousand gallons, or any part thereof.

Section 3. Section 53.46 of the City Code relating to sewer rates is repealed and replaced as follows:

§ 53.46 SEWER RATES.

(A) *Residential*

(1) The residential sewer rate shall be applicable when the building, premises or place receiving sanitary sewer service is located within the corporate limits of the city and is used for dwelling or family living purposes.

(2) Residential customers shall pay the sewer base rate as set forth in subsection (D) below each calendar month. In addition, residential contributors shall pay a monthly sewer fee which shall be calculated by multiplying the usage fee set forth in subsection (D) below times each 1,000 gallons of water or any portion thereof used based on the average monthly water usage as established pursuant to subsection (E) below for the building, place, or premises receiving sanitary sewer service.

(B) *Commercial*

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

(2) Commercial customers shall pay the sewer base rate as set forth in subsection (D) below each calendar month. In addition, commercial customers shall pay a monthly sewer usage fee which shall be calculated by multiplying the usage fee set forth in subsection (D) below times each 1,000 gallons of water or each portion thereof used during the month.

(C) *Non-resident.*

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

(2) Non-resident customers shall pay the sewer base rate as set forth in subsection (D) below each calendar month. In addition, non-resident contributors shall pay a monthly sewer usage fee which shall be calculated by multiplying the usage fee set forth in subsection (D) below times each 1,000 gallons of water or any portion thereof used based on the average monthly water usage as established pursuant to subsection (E) below for the building, place, or premises receiving sanitary sewer service.

(D) *Sewer base rate; usage fee; applicable to all users.*

The following base rates and monthly usage fees shall apply to all residential, commercial, and non-resident customers, on the effective date as listed below:

Effective Date	Monthly Service Fee	Usage Fee Per 1,000 Gallons of Water or Portion Thereof
January 1, 2027	$26.88	$6.30

(E) *Monthly Sewer Usage Fee; Average Monthly Water Usage; Established Yearly.*

The monthly usage fee for each residential, commercial, and non-resident customer shall be calculated using the average monthly water usage of the contributor during the months of January, February, and March. Monthly usage fees shall be established by the City Clerk/Treasurer during the month

of May in each calendar year and shall continue for one year or until changed by action of the City Council.

Section 4. The City Clerk is directed to update the Master Fee Schedule accordingly.

Section 5. Any conflicting ordinances or parts thereof are hereby repealed.

Section 5. This Ordinance shall take effect and be in full force on January 1, 2027, 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 _____ 2026.

_____
Ryan Cheney, Mayor

ATTESTED AND PUBLISHED IN BOOK OR PAMPHLET FORM WITHIN FIFTEEN (15) DAYS OF PASSAGE ON THE ___ DAY OF _____ 2026.

_____
Sue Biltoft, Village Clerk

ALTERNATE 1:
EXCAVATE SLOPE SLIDE AND ADD RIPRAP TO EROSIONAL AREA.

ALTERNATE 2:
ADD INLETS AND STORM SEWER AND DISCHARGE INTO CHANNEL SOUTH OF LOT.

N

10'-0"

0' 5' 10' 20'

SCALE IN FEET

olsson
Engineering - Nebraska COA #CA-0638
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

CITY OF BENNET
HACKBERRY DRAINAGE IMPROVMENTS

BENNET, NE

2026

drawn by:
checked by:
approved by:
QA/QC by:
project no.:
drawing no.:
date:

SHEET

DWG: F:\2020\3501-4000\020-3833\40-Design\Exhibits\26-04-01_Bennet Hackberry Drainage Improvements.dwg USER: bschuele
DATE: Apr 01, 2026 10:19am XREFS: C_XAERL_0210187 C_PBNDY_0210187

Opinion of Probable Cost
Hackberry Drainage Improvements - Erosion Repairs
10/15/2026

	Item	Quantity	Unit	Unit Cost	Total Cost
Totals	Excavate Slope Slide	1	LS	$1,500.00	$1,500.00
	Place Riprap	1	LS	$3,500.00	$3,500.00
				Construction Total:	**$5,000.00**
				Contingency (10%):	**$500.00**
				Construction Engineering (20%):	**$1,000.00**
				Total Project Cost:	**$6,500.00**

In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

Opinion of Probable Cost

Hackberry Drainage Improvements - Storm Sewer

10/15/2026

	Item	Quantity	Unit	Unit Cost	Total Cost
Totals	Clearing & Grubbing	1	LS	$7,500.00	$7,500.00
	Grading & Soil Import	1,000	CY	$15.00	$15,000.00
	72" Area Inlet	3	EA	$12,000.00	$36,000.00
	48" RCP Storm Sewer	165	LF	$100.00	$16,500.00
	48" Flared End Section	1	EA	$4,000.00	$4,000.00
	Seeding & Blanket	1	LS	$5,000.00	$5,000.00
				Construction Total:	**$84,000.00**
				Contingency (10%):	**$8,400.00**
				Survey, Design, Bidding, Construction Engineering (20%):	**$16,800.00**
				Total Project Cost:	**$109,200.00**

In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

October 19, 2026

ONE AND SIX YEAR
STREET IMPROVEMENT PLAN
2027-2032

THE CITY OF BENNET, NEBRASKA

In 1970, the State of Nebraska initiated a program developed to provide an integrated system of public roads for the state, counties, and municipalities. The Department of Transportation and each county and municipality develops a long-range Six-Year plan of highway, road and street improvements.

The Six Year plan is required by law to be extended annually and kept on file with the City Clerk.

Along with the Six Year plan, a One Year plan shall be annually prepared and placed on filed with the City Clerk for specific highway, road and street improvements for the current year.

These plans must first be approved and adopted by the Governing Body after a public hearing.

The 2027–2032 One and Six Year Street Improvement Plan includes the following and is described in more detail on the following pages.

A. The One Year Street Improvement Plan for 2027 consists of three projects. These projects consist of approximately eleven blocks of street paving. The total estimate for this project is $4,612,000.

B. The Six Year Street Improvement Plan for 2027-2032 consists of general maintenance.

   The total cost of all the One and Six Year Projects is $4,612,000.

C. A location map and a summary of the individual projects and their estimated costs are included in this report.

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

One and Six Year Plan Summary

City: Bennet
Year: 2027

Plan Year	Project No.	Project Location	Project Description	Opinion of Probable Cost
One	M-151(9)	Tyler Street from Cottonwood Street to Prairie Clover Lane	Replace existing gravel road with a 25' wide, 8" concrete street with curb & gutter, storm sewer and a 10' wide off-street trail	$2,025,000
One	M-151(10)	Cottonwood Street from Tyler Street to Hackberry Street	Replace existing gravel road with a 25' wide, 8" concrete street with curb & gutter, storm sewer and a 10' wide off-street trail	$2,475,000
One	M-151(13)	Cottonwood Street from Van Buren Street to Tyler Street	Overlay existing street with 3" asphalt	$112,000

Opinion of Probable Cost of One Year Projects **$4,612,000**

Six		General Maintenace as Needed

Total Opinion of Probable Cost For All One Year & Six Year Projects **$4,612,000**

Projects Completed in 2026:

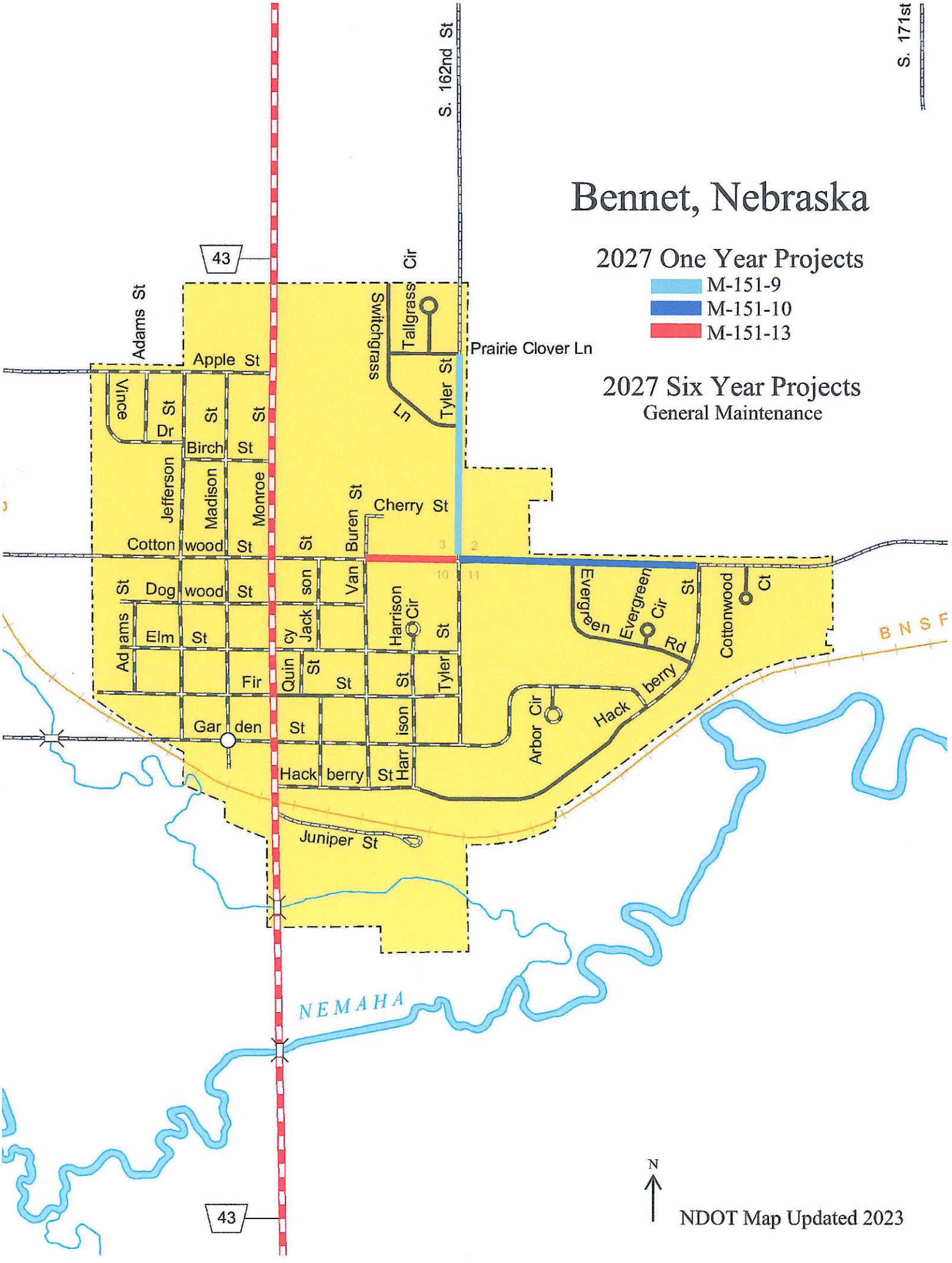
The City completed general maintenance in 2026.
No 2026 One Year projects were completed in 2026.

The City received $142,708.61 in Highway Allocation from 10/1/25 to 9/30/26.

The City typically receives a $3,000 incentive payment for hiring a licensed Class A Street Superintendent.

The City received $9,823.28 in Motor Vehicle Fees from 10/1/25 to 8/31/26.

The City received $33,691.89 in Motor Vehicle Sales Tax from the Local Sales Tax option from 10/1/25 to 9/30/26. This does not include administrative costs.


Bennet, Nebraska
2027 One Year Projects
M-151-9
M-151-10
M-151-13
2027 Six Year Projects
General Maintenance
S. 162nd St
S. 171st
43
Adams St
Apple St
Switchgrass Ln
Tallgrass Cir
Prairie Clover Ln
Tyler St
Vinca Dr St
Birch St
Jefferson St
Madison St
Monroe St
Buren St
Cherry St
Cotton wood St
Dog wood St
Van son St
Harrison Cir
Tyler St
Evergreen Cir
Evergreen St
Cottonwood Ct
Rd
Adams St
Elm St
Jack cy St
Quin St
Fir St
Gar den St
Hack berry St
Harr ison St
Arbor Cir
Hack berry
BNSF
Juniper St
NEMAHA
N
NDOT Map Updated 2023

2027 ONE AND SIX YEAR PLAN RESOLUTION

WHEREAS, The City of Bennet, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification and Standards, NOW, THEREFORE, be it resolved by the Mayor and City Council that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

_____
Mayor

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Bennet, Nebraska, does hereby certify that the above resolution was adopted at a legally convened meeting of the City held on the 19th day of October 2026 and further, that such a resolution has been fully recorded in the proceedings and records in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October 2026.

_____
City Clerk

The undersigned, duly qualified and acting City Clerk of the City of Bennet, Nebraska, does hereby certify that the notice of public hearing was posted in the City at the public places listed below at least ten (10) days prior to the public hearing.

_____
City Clerk

Locations where the Public Hearing Notice was posted:

_____

_____

_____

The notices were posted on _____

CITY OF BENNET
COUNCIL MEETING
AGENDA REQUEST FORM

Name:	Gary S. Judds
Address:	670 Tyler St
Phone:	402 782-6981
Email:	

Brief explanation of issue you will be presenting at the City Council Meeting for discussion:

Code enforcement Part II

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

Meeting Date (you or a representative must be present at meeting) 10-19-26

For Office Use Only:

Date Received: 9-30-26

Rev 9/26

CITY OF BENNET
COUNCIL MEETING
AGENDA REQUEST FORM

Name:	Larry Kramer
Address:	895 Cottonwood St
Phone:	402 326 6485
Email:	kramerlarry@earthlink.net

Brief explanation of issue presented for discussion:

Announcement about Christmas in the Park activity. 12/5/26 3-7 pm

Request for city services:

Access to Park Shelter, restrooms*, water in shelter, leaf free area around shelter, gazebo, and Christmas tree and ground areas between.

* or portipotty alternate

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

For Office Use Only:

Date Received: _____

Meeting Date: _____

Received By: _____

JOHNSON SERVICE COMPANY
PO Box 1065
Kearney, NE 68848
(308) 237-6651 / (308) 440-8464
bretm@midlandscontracting.com

Estimate

ESTIMATE#	1099678553
DATE	10/14/2026
PO#	

CUSTOMER	SERVICE LOCATION
CITY OF BENNET PO BOX 255 BENNET NE 68317 (402) 405-2009	PO BOX 255 BENNET NE 68317 citysuper@bennetne.gov

DESCRIPTION	
	CIPP LINING ESTIMATE: GARDEN BETWEEN MONROE/JACKSON TO HACKBERRY BETWEEN MONROE/JACKSON; 300 LF 6" (PRE-CCTV TO VERIFY LINE IS IN CONDITION TO BE LINED) MH REHAB ESTIMATE: MH#115, MH#110 (SEAL MH INCLUDING GROUT PATCHING, OBIC LINER, CHIMNEY SEAL)

Estimate

Description	Qty	Rate	Total
Mobilization CIPP lining crew (LS) Mobilization of CIPP sewer lining crew and equipment	1.00	3,800.00	3,800.00
Garden to Hackberry between Monroe/Jackson, 6" CIPP, 300LF, 4 service reinstates, end seals (LS) *pre-liner CCTV will need to be performed to verify pipe is in condition to be lined.	1.00	13,000.00	13,000.00
Mobilization Manhole Rehab crew (LS) Mobilization of manhole rehab crew and equipment	1.00	1,500.00	1,500.00
Manhole # 115, grout patch, 14 VF OBIC liner interior, Chimney Seal (LS) Manhole located SW of 220 Tyler	1.00	5,740.00	5,740.00
Manhole # 110, grout patch, 10 VF OBIC liner interior, Chimney Seal (LS) Manhole located near 105 Switchgrass Ln. *City will need to provide access to manhole to perform work.	1.00	4,100.00	4,100.00

CUSTOMER MESSAGE

CLARIFICATIONS:
-Prices are valid for 120 days.
-Work is scheduled in the 2027 budget year – timing will be based on our workload at time of acceptance.
-City shall provide water for jetting and a waste disposal site.
-We require the City to locate, expose, and provide access to all service points (manholes, cleanouts, etc.)
-Basic cones and signs provided by Johnson Service. Any additional traffic control measures to be provided by City / Village.
-Pre and Post CCTV inspection is included in CIPP pricing. If Pre CCTV determines line is not able to be lined there will be a charge for CCTV crew inspection.

Estimate Total: $28,140.00

CITY OF BENNET, NEBRASKA

PERSONNEL POLICIES AND PROCEDURES

Dated: _____

Adopted by:
RES.#2002-11.1
Revised by:
RES.#2005-12.2
RES.#2011-7.2
RES.#2011-12.2
Addendum #1/RES.#2011-6.1
RES.#2012-8.2
RES.#2017-11.4
Revised: 11-13-17
Revised: #2026-
Revised: #2026-

I.
INTRODUCTION

A. Purpose. These Personnel Policies and Procedures are established to:

1. Promote efficiency in the municipal service;
2. To set forth certain general expectations of the City regarding employees of the City;
3. To articulate the leave policies of the City and other employee benefits;
4. To provide an understanding between the City and its employees relating to overtime and compensatory time off

B. Applicability. Personnel Policies and Procedures shall apply to all employees except:

1. Elected officials;
2. Appointed members of Boards and Commissions;
3. Persons employed by contract;
4. Volunteers or other personnel appointed to serve without pay.

C. Administration. The City Council shall administer the City personnel program. It shall have the sole authority to authorize new positions, to approve salary levels, and to hire and terminate employees and will provide annual performance evaluations for all employees. The City Council may delegate specific duties by an official action duly recorded in the minutes.

D. At-Will Employment. All employees of the City are at-will employees and serve at the pleasure of the City Council. Nothing herein is meant to, nor shall it be construed, to create a promise of employment between the City and any employee or to give any employee a property right in continued employment with the City.

II.
EMPLOYEE CLASSIFICATIONS

A. Salaried Employee. A salaried employee shall be a full-time employee who is compensated by a fixed wage working a minimum of 40 hours per week.

B. Permanent Full-Time Employee (Includes Appointed Officials). A full-time employee shall be a person employed in a position that normally requires 30 hours or more per work week.

C. Permanent Part-Time Employee. A permanent part-time employee shall be a person employed in a position which normally requires less than 30 hours work per week.

D. Temporary Part-Time Employee. A temporary part-time employee shall be an employee who is hired for a limited period of time that requires less than 30 hours work per week.

III.
EQUAL OPPORTUNITY STATEMENT; VETERAN'S PREFERENCE; AMERICANS WITH DISABILITIES ACT

The City of Bennet endorses the philosophy of equal opportunity. Applicants or employees may not be discriminated for or against on the basis of race, color, religion, sex, disability, national origin, marital status, or age. Applicants or employees capable of performing the duties of a class or position may not be discriminated against because of a physical handicap.

A preference shall be given to applicants who are preference eligibles as required by Neb. Rev. Stat. §§ 48-225 to 48-231.

The City will not discriminate against a qualified individual with a disability in regard to the job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

The City shall make reasonable accommodations to a known physical or mental disability of an otherwise qualified applicant or employee unless the accommodation imposes an undue hardship upon the business operations of the City.

Employees requesting reasonable accommodations shall provide written communication of the disability and requested accommodation to the employee's immediate supervisor prior to an accommodation being provided. A copy of the written communication shall be placed in the employee's file for future reference and/or additional future accommodations.

IV.
PROBATIONARY PERIOD

All permanent full-time, salaried, and permanent part-time employees are subject to a six-month probationary employment period. This is the time during which the employee and employer determine the employee's suitability for the job. To help communication, both a verbal and a written performance report shall be done by the probationary employee's supervisor at the end of the sixth month of employment. The City Council shall have discretion to extend an employee's probation period for any reasonable amount of time.

Any employee subject to a promotion or demotion from their current position will be subject to a six month probation for their new position. The City Council shall have discretion to extend an employee's probation period for any reasonable amount of time.

V.
HOURS OF WORK

Position	**Required Work Week Hours**	**Benefits**
Salaried	At least 40 hours per week	All provided benefits
Permanent full-time	At least 30 hours per week	All provided benefits Except PEHP Eligibility
Permanent part-time	No more than 30 hours per week	All provided benefits Except medical insurance and PEHP Eligibility
Temporary/ Seasonal	No more than 30 hours per week, limited time of employment	No benefits

Work Week and On-Call Duty. Work schedules for permanent part-time and temporary employees shall be determined by the supervisor of each employee category with the approval of the City Council. It may be necessary for the work week to vary due to certain operational or emergency situations. Notification of changes in the work week shall be given in advance as soon as practical.

Employees are expected to report to work on time and shall notify their supervisor of any absence no later than ½ hour after the usual start time for the shift. Reasons for absence or tardiness shall be required.

Included in each day is a lunch break (non-compensated) and two fifteen-minute breaks (compensated).

Maintenance employees will be required to provide 24/7 on-call duty. This on-call duty provides personnel for certain operational and emergency situations outside of the normal work week. On-call duty can include but is not limited to weekend inspections, testing at the Wastewater Treatment Facility, lift station(s), wells, water system, snow removal, and any other duty as required by the supervisor. On-call responsibilities shall be delegated by the Maintenance Supervisor.

Overtime and Compensatory Time Off. Eligible employees who work in excess of 40 hours in any workweek, are subject to the Federal Fair Labor Standards Act shall be compensated at one- and one-half times their regular rate of pay or may elect to earn compensatory time at the same one-and-one-half times regular rate of pay. Any compensatory time earned should be used or paid at the end of the calendar year the time was earned. The Mayor may authorize carryover to the next calendar year.

Salaried employees are not eligible for overtime. Employees in bona fide executive, administrative or professional positions are exempt from overtime compensation requirements of the Federal Fair Labor Standards Act and are not eligible for compensation for hours worked in excess of 40 hours in any work week. Employees, other than bona fide executive, administrative, or professional employees, are subject to the wage and hour provisions of the Federal Fair Labor Standards Act

VI.
TRAVEL EXPENSE

Reimbursements will be made for travel expenses that are essential to the transaction of City Business. Reimbursements are permitted for:

1. Travel by train, bus, or aircraft
2. Ground transportation at the rate established by the Department of Administrative Services pursuant to Neb. Rev Stat. § 81-1176 (Reissue 2014) per mile to and from the destination of business being transacted
3. Meals (including tips and taxes) $50.00 per day food allowance
4. Lodging
5. Parking
6. Tolls
7. Baggage handling
8. Taxi (including tip)
9. Postage
10. Rented Automobiles

Reimbursements will not be made for:

1. Alcoholic beverages
2. Personal excursions

No expenses will be advanced for travel expenses prior to the time that travel is completed. The City may purchase air, bus, or rail tickets. All expenses claimed must reflect only those amounts actually expended. In order to receive reimbursements, an employee must attach original receipts to expense vouchers in support of the above expenses.

VII.
CITY VEHICLES

The following rules and regulations govern the general operation of all City vehicles. Departments may develop specific guidelines for the use of vehicles assigned to that department. Employees shall comply with both the general rules and the departmental rules when operating any City owned vehicles.

1. An employee must have the appropriate valid driver's license for the vehicle or equipment to be operated and must be in compliance with any restrictions listed on the license in order to operate any City vehicle or equipment.
2. An employee who drives a City vehicle, even on an occasional basis, must notify their department head immediately if their driver's license is suspended or in any other way restricted.
3. City vehicles may not be operated at work or taken home by an employee without prior authorization of the employee's department head.

4. City vehicles shall be used for City business only and not for any personal use or gain.
5. During the time the vehicle is under the employee's control, it shall be the responsibility of the employee to operate the vehicle safely, comply with all traffic and parking rules and regulations and to secure the vehicle when leaving it unattended.
6. An employee must call for a local law enforcement agency to come to the scene of any work- related vehicular accident immediately, even if there is no apparent damage. Every accident shall also be immediately reported to the employee's supervisor.
7. An employee may be held personally responsible for damage to a City vehicle if an investigation discloses negligence, carelessness or misuse.
8. It is the responsibility of the employee to wear seat belts while operating and/or riding in City vehicles.
9. Employees shall not transport non-work-related passengers in City vehicles at any time without prior approval from their department head.
10. Employees shall not attempt to make any mechanical repairs to the vehicle unless properly authorized by the employee's department head or unless assigned to such duties.
11. Employees shall immediately report to their department head any hazardous or unsafe condition of the vehicle, which may result in injury to themselves or others.
12. Employees shall keep all City vehicles free of objects that might lodge under the brake pedal or interfere with safe operation of the vehicle.
13. It is the responsibility of the employee operating a City vehicle or equipment to ensure that all supplies, equipment, machines and vehicles being hauled or transported are properly secured to the transporting vehicle or trailer.
14. No employee shall use vehicles or equipment that has been tagged unsafe to use until such tag has been removed by order of a representative of the department.
15. An employee who drives a City vehicle must be fully insurable under the City's motor vehicle and other insurance policies.
16. The City may obtain a driving record for an employee who drives a City vehicle, and the employee must provide written consent to obtain the record if necessary.
17. Using any tobacco or vaping products in a City vehicle is prohibited.

VIII.
LEAVE PROVISIONS

A. Military Leave. Employees who are in the military reserve of the Armed Forces shall be granted paid leave of up to fifteen (15) days to fulfill their service obligation. Pay from the City shall be adjusted in accordance with the amount received from military duty.

Employees who are ordered to active duty by the Governor under emergency conditions will receive the difference between their full City pay and their military pay provided their military pay is less than their City pay.

B. Civil Leave. Employees are eligible for leave with pay when required to serve on a jury, in a national disaster or other civil service.

When an eligible employee is summoned for jury duty by a court of competent jurisdiction and actually reports to a court for jury duty, they will receive their regular pay for normally scheduled hours during the term of their jury duty. If during the time jury is impaneled, such employees are not required to report for jury duty on a given day or if they are dismissed prior to noon, they will be required to report for their regular City duties. In the case of shift employees working other than the "day" shift reporting to work and the number of required hours to be worked will be determined on a case-by-case basis.

C. Vacations. Salaried, Permanent full-time, and Permanent part-time employees are eligible for paid vacation leave. All eligible employees shall earn vacation leave credit annually as follows:

After original appointment	at the factored hourly equivalent of 40 hours per year
After 1 year of service	at the factored hourly equivalent of 80 hours per year
After 3 years of service	at the factored hourly equivalent of 88 hours per year
After 4 years of service	at the factored hourly equivalent of 96 hours per year
After 5 years of service	at the factored hourly equivalent of 108 hours per year
After 6 years of service	at the factored hourly equivalent of 112 hours per year
After 7 years of service	at the factored hourly equivalent of 120 hours per year
After 8 years of service	at the factored hourly equivalent of 128 hours per year
After 9 years of service	at the factored hourly equivalent of 136 hours per year
After 10 years of service	at the factored hourly equivalent of 144 hours per year
After 11 years of service	at the factored hourly equivalent of 152 hours per year
After 12 years of service	at the factored hourly equivalent of 160 hours per year

The above-factored hourly equivalent shall be based upon a normal work year of 2080 hours or 260 working days and shall accrue pro-rata with each pay period.

Vacation leave shall accrue beginning the first day of employment but shall not be taken during the first 6 months of employment with the City. Use of accrued vacation leave shall be coordinated through the office of the City Clerk.

On December 31st of each year, employee vacation accounts are balanced for the year and payment made to the employee for all hours accumulated over the maximum of 200 hours per year. Any employee who separates from the City service shall be compensated for vacation leave accrued and accumulated to the date of separation calculated at the employees pay rate at the time of separation.

D. Holidays. Holidays, which occur during a vacation period, do not count as vacation leave and such time is not deducted from an employee's vacation record.

Salaried, Permanent full-time, and Permanent part-time employees will receive the following holidays as time off with pay:

New Year's Day
Martin Luther King Jr. Day

President's Day
Memorial Day
Independence Day
Labor Day
Columbus/Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
The Day After Thanksgiving (Black Friday)
Christmas Day

Permanent part-time employees will receive the designated holidays off with pay in proportion to the hours normally worked during the week

Should any holiday fall on a Saturday, the preceding Friday will be observed and should a holiday fall on a Sunday, the holiday will be observed on the following Monday.

Employees shall have two (2) floating holidays to use anytime throughout the year.

E. Sick Leave. All Salaried, Permanent full-time, and Permanent part-time employees earn sick leave. Permanent full-time employees earn 14 sick days per year. All Permanent part-time employees earn sick leave in proportion to the time they work. Sick leave is accrued for each month and year of employment to a maximum of 120 days or 960 hours.

Sick leave is taken on a working-hour basis. Holidays, which occur during the period an employee takes sick leave, do not count as sick leave and the time will not be deducted from an employee's sick leave record.

Employees shall notify their supervisor in advance when planning to use sick leave for dental appointments, physical examinations, etc. In case of sickness, injury, emergency or any other absence, which cannot be approved in advance, the supervisor should be advised of the circumstances as soon as possible.

Employees who use all of their accrued sick leave during an illness or injury may, with the City Council approval, use accrued vacation leave. Upon written request to the City Council, an employee may be granted a leave of absence without pay for the remainder of an illness or injury period.

Salaried and Full-time ~~E~~Employees leaving City employment ~~for reasons other than retirement may elect to have~~ shall designate the first 50% of any remaining sick leave ~~rolled over~~ into a Post Employment Health Plan (PEHP).

~~Employees who retire at age 55 or over with at least ten (10) years of service shall be paid for one third (1/3) of their unused sick leave, at the employee's pay rate, per hour, at the time of retirement~~or~~.~~

F. Family and Medical Leave. The City provides leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Generally, the FMLA provides up to twelve (12) weeks unpaid leave (every twelve (12) months) to an employee with at least twelve (12) months of service and at least 1,250 hours of service working during the previous twelve (12) months.

(1) Such leave can be taken for:

- The birth and newborn care of a child;
- The placement with the employee of a child for adoption or foster care;
- Care for a spouse, child or parent (includes persons who acted as parents) of an employee, who has a "serious health condition" (as defined by the FMLA);
- When the employee cannot work because of a "serious health condition";
- Any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a "contingency operation".

(2) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member. The leave described in this paragraph is only available during a single twelve (12) month period.

(3) Combined leave total. During the single twelve (12) month period described in (2) above, an eligible employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under paragraphs (1) and (2).

(4) An employee on approved unpaid FMLA leave will be required to first exhaust all available paid leave which shall run concurrently with the FMLA leave, including and in the following order: Worker's Compensation (when applicable), accrued sick leave, and vacation leave (at the option of the employee).

(5) An employee needing to invoke and use FMLA shall apply as far in advance as possible (at least thirty (30) days in advance if the leave is foreseeable) by submitting a letter request to his or her department Manager/Director and completion of the FMLA form in the accounting department. The letter will state the reason for request, start date of leave, and anticipated return date. Employees should consult with the City when planning medical treatment to make reasonable efforts to schedule the leave so as not to unduly disrupt the City's operations. The City may, for justifiable cause, require employees to attempt to reschedule treatment. If the employee fails to give 30 days' notice for foreseeable leave with no reasonable excuse, the City may deny the taking of the leave until at least 30 days after the notice has passed, as long as the employee had actual notice of the FMLA notice requirement. The City reserves the right to

designate any leave qualifying as FMLA leave as FMLA leave based upon information provided by the employee. The City will notify the employee of such designation.

G. Funeral Leave. All permanent full-time, salaried, and permanent part-time employees may be granted three (3) to five (5) days leave at the discretion of the Mayor with pay per occurrence to attend funerals for members of the immediate family of the employee or the immediate family of their spouse. "Immediate family" means, wife, husband, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the spouse. Step-persons bearing these relationships are included. Immediate family may also be defined at the discretion of the Mayor.

For funerals of persons not in the immediate family, up to one (1) day of leave with pay per occurrence may be granted with supervisor approval.

Permanent part-time employees will receive funeral leave with pay in proportion to the hours normally worked during the week.

H. Leave of Absence. Salaried, Permanent full-time, and Permanent part-time employees may be granted an unpaid leave of absence of up to one year. A request for a leave of absence must be approved by the Board. Accrual and use of any and all benefits are suspended during a leave of absence.

IX.
INSURANCE

All Salaried and Permanent full-time employees working a minimum of thirty (30) hours per week, on average, during a calendar quarter shall be eligible, during the succeeding calendar quarter, to a monthly payment from the City, as set by the City Council and reviewed on an annual basis, to off set the cost of the employee's health insurance. No payment shall be due and owing unless the employee has enrolled in a health insurance plan. This amount, not to exceed the actual premium, will be paid to the employee upon submittal to the City Clerk/Treasurer of satisfactory proof of payment of the employee's health insurance premium for that month.

Changes in premium amounts shall be reported by the employee to the City Accounting Department at least thirty (30) days in advance of upcoming premium payments. Increases in premiums not reported in a timely manner will be the responsibility of the employee.

All permanent full-time and salaried employees receiving payments under this provision will be evaluated on a calendar quarter basis for compliance with the thirty (30) hour average requirement. Employees not maintaining a minimum thirty (30) hour work week on average during a calendar quarter will be ineligible for payments for the next succeeding calendar quarter and until such employee maintains a thirty (30) hour work week on average over a calendar quarter.

X.
SIMPLE IRA

All Salaried and Permanent City employees are entitled to enrollment in the City's retirement plan after an employee has successfully completed their probationary period. A matching contribution will be allocated by the City to the SIMPLE IRA established by the City in an amount equal to an elective deferral by the employee, not to exceed 3% of the employee's gross pay.

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XI.
PAY INCREASES

A. It is the policy of the City Board to grant annual pay increases at he discretion of the City Council to eligible City employees based upon an annual review of the employee's performance in the preceding year with consideration given to the recommendation of the Personnel Committee thereon. Nothing herein shall preclude the Board from granting an increase at variance with the above based upon exceptional circumstances or when deemed to be in the best interest of the City.

B. A maintenance worker's hourly wage shall be increased by an amount set by the Personnel Committee upon obtaining the following:

(1) Wastewater Treatment Facility Operator Certification from the Nebraska Department of Environmental Control for the operation of a municipal wastewater treatment facility for the classification required to operate the City wastewater treatment plant and facilities.

A maintenance worker shall receive an additional increase of an amount set by the Personnel Committee per hour in wages upon receipt of a certificate of competency to operate a public water system (Class IV or better) from the Nebraska Department of Health and Human Services Regulation and Licensure.

The increase in pay shall commence on the next succeeding City pay period after the presentation of a copy of the certificate to the City Clerk/Treasurer for retention in their files.

XII.
HARASSMENT

A. The City does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith.

1. Ethnic or racial slurs, jokes and other verbal or physical conduct relating to a person's race, color, national origin, religion, sex, age, marital status, and physical or mental disability or any other prohibited basis of discrimination under applicable local, state, or federal law constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work environment.

2. Age harassment has been defined by federal and state regulations as a form of age discrimination. It can consist of demeaning jokes, insults, or intimidation based on a person's age.

3. Sexual harassment consists of any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when: 1) submission to such conduct is explicitly or implicitly a requirement of the individual's employment; 2) used as a basis for any employment decision concerning that individual; 3) has the purpose or effect of unreasonably interfering with the individual's work performance; or 4) creates an intimidating or hostile or offensive work environment.

B. Reporting an incident:

1. Any employee who believes they have been or are subject to harassment should immediately report the matter to their supervisor.

2. If the matter is not resolved or involves conduct of a supervisor, it should be reported to the Chairman of the City Board, who has the responsibility for the final resolution of the matter.

3. The offending party will be disciplined in a way consistent with the disciplinary policy.

4. Any incident involving harassment of an employee in the workplace by a non-employee will not be tolerated and should be reported immediately to a supervisor.

C. Additionally, the City's rules prohibit the harassment of or by members of the public involving City employees.

XIII.
REPORTING OF ACCIDENTS AND INJURIES

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall within 24 hours notify their supervisor or appropriate department head in writing. Such reports are necessary to comply with the laws and initiate insurance and workers' compensation benefits procedures. Employees who have an accident with a City-owned vehicle shall first notify a law enforcement agency and then their supervisor or department head. All accident and injury reports should be submitted to the Clerk's office within 2 business days or as early as possible.

XIV.
ALCOHOL AND DRUGS

A. The City recognizes its right, obligation, and intent to maintain a safe and efficient working environment for all of its employees and to protect the City's property, equipment and operations. Being impaired as a result of the use of drugs or alcohol may pose serious safety and health risks to the employee and other employees.

B. Covered Workers are any individual who conducts business for the organization, is applying for a position, or is conducting business on the organization's property. The policy

includes, but is not limited to managers, supervisors, salaried, permanent full-time employees, permanent part-time employees, temporary employees, and applicants.

C. It is a violation of this policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants.

a. Prescription Drugs: Prescription and over-the-counter drugs are not prohibited when taken in the standard dosage and according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and pharmacist to ascertain whether the mediation may interfere with the safe performance of their job. If an employee has a prescription for a prohibited drug, they should visit with their prescribing physician to determine if an alternative treatment or medication is available tat does not render them medically unqualified under applicable regulations to perform their position or is likely to pose a significant safety risk. If the use of medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to notify their supervisor.

b. Misuse of Prescription Drugs: The illegal or unauthorized use of prescription drugs is prohibited including taking medication in a manner, dose, or timeframe other than prescribed, taking someone else's prescription, or nonmedical use of prescription drugs.

D. Searches: Entering the organization's property constitutes consent to search and inspections. If an individual is suspected of violating this policy, they may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases, lunchboxes, desks, workstations, vehicles, and equipment.

E. Drug Testing:

a. Record Keeping- All drug-testing will be maintained in separate confidential records, the City shall perform and confirm all drug and alcohol tests, and preserve specimens resulting from such tests, in the manner consistent with and to the extent required under the Nebraska Drug and Alcohol Testing Act, Neb. Rev. Stat. §§ 48-1901 to 1910.

b. Condition of Employment- Each employee, as a condition of employment, may be required to participate in drug and alcohol testing.

c. Prohibited Substances- the prohibited substances that will be tested for are consistent with DOT regulations 49 CFR 40 as amended currently include marijuana, cocaine, amphetamines, opioids, and phencyclidine.

d. Drug and Alcohol Testing Procedures- Drug and alcohol testing will be conducted as required by 49 CFR Part 40 as amended and Neb. Rev. Stat. §§48-1901 to 48-1910.

An employee will be subject to the same consequences of a positive test if they refuse the screening or the test, adulterates or dilutes the specimen, substitutes the specimen, sends an imposter, does not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

D. Being in possession of alcohol or being impaired as a result of the use of alcohol by an employee while on duty, performing City business, or while in a City facility is prohibited. The City facilities include all lands and buildings under the control of the City.

E. The use, sale, purchase, transfer, or possession of an illegal drug by an employee while in or on City property, while on duty or performing City business away from the facilities is prohibited. The presence of any detectable amount of any illegal drug in an employee while performing City business or while in or on City property is prohibited.

> "Illegal Drug" means: any drug which is not legally obtainable or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescription drugs not being used for prescribed purposes. This also includes marijuana.

F. Except as provided below, the use of or being impaired by any <u>legally</u> obtained drug by any employee while performing City business or while in a facility under City control is prohibited to the extent such use or impairment may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operations of the City. An employee may continue to work, even though impaired by a legal drug, if the Supervisor has determined, after consulting with the employee's doctor that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the drug. Otherwise, the employee may be required to take sick leave, a leave of absence or comply with other appropriate action determined by the City.

> "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. Employees are obligated to inform their Supervisor of any medication they are taking whose side effects or label warnings indicate the drug could impact their job performance.

G. Violation of this drug and alcohol policy can result in disciplinary action, up to and including termination.

H. The City may require a blood test, urinalysis, or other drug/alcohol screening of those persons seeking employment with the City; for employees suspected of using or being impaired by a drug or alcohol; following any accidents or injury on the job; or where circumstances or workplace conditions justify it. An employee's consent to submit to such a test is required as a

condition of employment and the employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal.

I. Types of Tests:

a. Pre-employment Testing: All applicants for covered positions may undergo drug testing and a negative result must be obtained before commencing employment. If testing is positive, the applicant may reapply after one year and must successfully pass a pre-employment drug test.
b. Reasonable Suspicion Drug Testing: The City may require an employee to submit to drug and alcohol testing when a manager, supervisor, or Department Head of the City has reasonable suspicion to believe the employee is under the influence of alcohol or illegal rugs at the workplace. Whether a manager, supervisor, or Department Head has reasonable suspicion depends on the totality of the circumstances. Factors that may be considered when determining reasonable suspicion exists include, but are not limited to, the following: the employee's appearance, behavior, odors, and speech; the employee's involvement in a crime involving illegal drug use; reliable reports of alcohol use or intoxication a the workplace or illegal drug use by the employee; the employee's involvement in a workplace accident; and the employee's attendance and punctuality.
    i. The employee will be placed on administrative leave pending the result of the test. An employee who refuses an instruction to submit to a drug and/or alcohol test shall not be permitted to finish their shift and shall immediately be placed on administrative leave pending disciplinary action. A written record of the observations that led to a drug and alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation.
c. Post-Accident Testing: As soon as practicable following an occurrence involving the loss of life, an at-fault motor vehicle accident, an accident where an injury occurred (to the employee or a non-employee), or damage greater than a value determined by the City Council, employees will be tested for prohibited drugs and alcohol.
d. Return-to-Duty and Follow-up Testing: An employee who previously tested positive on a drug or alcohol test or refused a test and is given a second-chance opportunity, must test negative for drugs, alcohol, or both and be evaluated and released by a Substance Abuse Professional before returning to work. Employees who have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years as determined by a Substance Abuse Professional with a minimum of six tests to be performed the first year.

J. Consequences: If an individual violates the policy, they will be subject to disciplinary action, up to and including termination. The City may discipline or terminate an employee possessing, consuming, controlling, selling, or using alcohol, drugs, or other controlled substances during work hours. The City may also discipline or terminate an employee who exhibits an ongoing

dependence on alcohol, drugs, or other controlled substances which impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the City or others. The City may suspend an employee pending the outcome of any drug and/or alcohol test. If an applicant for employment fails a pre-employment drug test, the offer of employment will be withdrawn.

K. As a condition of employment, the employee will notify the City in writing of any criminal drug statute or alcohol related conviction no later than five (5) calendar days after such conviction.

XV.
EMPLOYEE DRESS

Salaried and Permanent full-time employees of the City are expected to maintain a high standard of dress and grooming. Clothing worn on the job should be in good taste and reflect the requirements of the working conditions.

XVI.
DISCIPLINARY PROCEDURE

A. Grievances

It is the policy of the City to give employees the opportunity to initially discuss their complaints or grievances with their supervisors in order to try and find mutually satisfactory solutions.

If a mutually satisfactory solution cannot be achieved, the employee may present their grievance to the Mayor at a time and place agreeable to both parties within two (2) weeks after the occurrence of the event upon which the grievance is based. After the discussion between the Mayor and the employee, the Mayor may endeavor to resolve that matter. If the employee is not satisfied with the resolution proposed by the Mayor , the employee may submit their grievance in writing to the Personnel Committee of the City Council , which shall schedule a meeting with the employee to discuss the grievance at a time and place agreeable to all parties, but in no event more than thirty (30) days after submission of the grievance to the Committee. Such meeting shall normally be closed to the public to protect the reputation of the employee. Following the meeting, the Personnel Committee may make recommendations to the Mayor, who shall have final decision-making authority.

B. Disciplinary Action

Employees are expected to always conduct themselves to reflect credit for themselves and the City. Any action which reflects discredit upon the City or is a direct hindrance to the effective operation of public services may result in disciplinary action by their supervisor or the Mayor. To the extent possible, the City will attempt to correct work-related issues using progressive discipline.

However, some offenses are so serious that a single incident will result in immediate dismissal or suspension. The following are examples of unacceptable conduct and the performance of which by the employee will result in the employee being subject to immediate suspension or dismissal:

1. Insubordinate conduct. Insubordination is defined as an action, including but not limited to, the use of profane, vile or threatening language to a supervisor or about a supervisor, or any comments that openly undermine a decision or policy implemented by the Mayor or City Council .
2. Neglect of duty
3. Consumption of alcoholic beverages or drugs while on duty
4. Unauthorized disclosure of confidential information
5. Reporting for work while under the influence of alcohol or drugs
6. Theft or willful destruction of the City 's property
7. Sleeping during work hours
8. Unauthorized absence during working hours (misuse of sick leave, overtime, break, or lunch time)
9. Deliberate falsification of employment records or other job-related reports
10. Sexual or other unlawful harassment of other employees or the public
11. Conviction of any felony charge known or unknown to the City
12. Endangering the life or property of others

Examples of the types of issues that will usually be dealt with through a system or progressive discipline include:

1. Unsatisfactory work performance
2. Attendance and tardiness issues
3. Horseplay
4. Failure to properly carry out, in a timely manner, instructions from a supervisor
5. Use of inappropriate or profane language in the presence of the public or co-workers
6. Violation of any safety rules
7. Inappropriate working attire
8. Failure to return on time from breaks or lunch
9. Failure to return to work or call in, in accordance with policy
10. Discourtesy to members of the public
11. Damage to the City property due to carelessness
12. Misuse of the City facilities, vehicles, or equipment

These rules of conduct are not all-inclusive. Each situation must be dealt with on an individual basis according to the particular facts of the incident. However, it is important for employees to have these guidelines to understand the City's expectations of its employees.

Guidelines for Disciplinary Action

Verbal Reprimand

The first level in the City's progressive disciplinary system is the verbal reprimand. This is a verbal warning to an employee from their supervisor or the Mayor that their conduct is unacceptable, and that further infractions will lead to more severe penalties. In cases involving performance deficiencies, the employee will first be counseled by their supervisor and told which improvements are needed before they are subject to a written warning. A notice of the reprimand

will be placed in the employee's personnel file. The reprimand notice will be inactive after thirty-six (36) months if the misconduct does not recur, or the performance deficiencies have been corrected.

Written Reprimand

The second level is a written reprimand. This reprimand will describe the unacceptable conduct or performance and specify the improvement needed. This written reprimand is filed permanently in the employee's personnel file.

Suspension

The third level is suspension. Employees may be suspended for repeated instances of minor misconduct or for a single serious offense. Notice of suspension will be filed permanently in the employee's personnel file. Employees who fail to improve their conduct or performance after imposition of a disciplinary suspension may be dismissed.

All suspensions will be approved by the Mayor. When the Mayor finds it necessary to relieve an employee from duty for disciplinary reasons, the Mayor has the authority to place the offending employee on suspension, at their discretion, depending upon the nature of the suspension, with or without pay. An employee who disagrees with the suspension may request a hearing with the City Council . Such request shall be made in writing within three (3) business days of the employee receiving notice of suspension. The hearing shall be scheduled within 14 days after the notice and be closed to the public to protect the reputation of the employee. Following the hearing, the Mayor shall have final decision-making authority.

Termination

The final level is dismissal of the employee if prior disciplinary action does not have the result of satisfactorily resolving the misconduct. Notice of the circumstances of dismissal will be filed permanently in the employee's personnel file.

All terminations will be approved by the Mayor. An employee who disagrees with the termination may request a hearing with the City Council. Such request shall be made in writing within three (3) business days of the employee receiving notice of termination. The hearing shall be scheduled within 14 days after the notice and be closed to the public to protect the reputation of the employee. Following the hearing, the Mayor shall have final decision-making authority.

THE CITY IS NOT REQUIRED TO FOLLOW THE PROGRESSIVE DISCIPLINARY STEPS OUTLINED ABOVE AND MAY MODIFY ITS DISCIPLINARY PROCEDURES TO THE PARTICULAR CIRCMSTANCES.

Resignation

An employee who wishes to resign their position is required to notify their supervisor or the Mayor in writing of their anticipated departure date at least two (2) weeks in advance or the agreed upon

time frame in the initial employment offer letter. Vacation leave is not to be used to cover the two (2) weeks' notice time period with vacation leave paid out as previously documented within the employee handbook.

All employees are subject to termination of employment at the will of the City. Final paychecks shall be disbursed in accordance with the Nebraska Wage Payment and Collection Act (Neb. Rev. Stat §48-1230).

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

I have received a copy of the Employee Handbook for the City of Bennet and have either read it or had it read to me carefully. I understand all of its rules, policies, terms and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action, up to and including termination.

I UNDERSTAND AND AGREE THAT MY EMPLOYMENT IS TERMINABLE-AT-WILL, SO THAT BOTH THE CITY AND I REMAIN FREE TO CHOOSE TO END OUR WORK RELATIONSHIP, AT ANY TIME, AND FOR ANY LAWFUL REASON OR NO REASON. SIMILARLY, NO CITY OFFICIAL HAS THE AUTHORITY TO ENTER INTO AN ORAL EMPLOYMENT CONTRACT, AND ONLY THE MAYOR OR CITY COUNCIL MAY ENTER INTO A WRITTEN EMPLOYMENT CONTRACT. I UNDERSTAND THIS HANDBOOK SUPERSEDES ALL PRIOR POLICIES AND PROCEDURES, WHETHER WRITTEN OR UNWRITTEN. I FURTHER UNDERSTAND THAT THE MATTERS DISCUSSED IN THE EMPLOYEE HANDBOOK ARE SUBJECT TO CHANGE WITHOUT NOTICE.

I UNDERSTAND NOTHING IN THIS HANDBOOK IN ANY WAY CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE CITY AND ME, BUT RATHER IS INTENDED TO FOSTER A BETTER WORKING ATMOSPHERE WHILE THE EMPLOYEE/ EMPLOYER RELATIONSHIP EXISTS.

Date:_____

Employee Signature:_____

Employee Name (Printed):_____

City Clerk Signature:_____

Nationwide®

Nationwide Retirement Solutions
PEHP Instructions for Completion

Plan Sponsor: Please complete and sign all required documents by clicking the "View Documents" button. A fully executed copy of these documents will be sent to you following any required countersignatures and the establishment of your plan on Nationwide's recordkeeping system.

Required Plan Setup Documents

1. Employer Data Sheet
   - Complete the required areas of the form
   - If more than one payroll center exists and separate payroll confirmations are desired for each payroll center, see Page 2 of the Employer Data 75 Sheet to include all required pay center information
2. Specimen Copy of Resolution
   - Complete and keep with your records.
3. Employer Participation Agreement
   - Plan Sponsor completes and signs.
4. Plan Document
   - This plan document is the main source of information about the provisions and requirements of your plan.
5. Disclosure and Acknowledgment Form
   - Plan Sponsor completes (where applicable) and signs
6. Plan Sponsor Web Update Form
   - Plan Sponsor completed and Signs

Important Plan Disclosures

The following documents are included for informational purposes only and should be retained by the Plan Sponsor. These documents are not required to be sent back to Nationwide:

- Mutual Fund Service Fee Payments
- Customer Identification Program
- Nationwide Investment Services Corp. (NISC)
- What does Nationwide Do With Your Personal Information?

Nationwide®

Employer Data Sheet
Post Employment Health Plan (PEHP®)

PO Box 182797, Columbus, OH 43218-2797
Phone: 1-877-677-3678 • Fax: 1-877-677-4329 • nrsforu.com

1. Plan Type

Select one: ☐ NACo ☐ USCM ☐ IAFF-FC ☐ Other: _____

Select one: ☐ Collectively Bargained* ☑ Non-Collectively Bargained

***By selecting Collectively Bargained, I certify, represent and warrant that the PEHP benefits were subject to good faith collective bargaining between Eligible Employees or their representatives and the Employer.**

2. Employer Information

Employer Name: City of Bennet, Nebraska Plan Number: _____

Physical Address:

Street: 685 Monroe Street

City: Bennet State: NE ZIP: 68317

Mailing Address (for priority/overnight): ☐ same as physical address

Street: PO Box 255

City: Bennet State: NE ZIP: 68317-0255

Number of Eligible Employees: 5 Employer Tax ID Number (from W2): 47-0485932

Employer Contact:

Name: Sue Biltoft Title: City Clerk/Treasurer

Phone: 402-782-23145 Email: cityclerk@bennetne.gov

3. Advisory Committee Information

Employer/Management Representative:

Name: Ryan Cheney Title: Mayor

Mailing Address: PO Box 255

City: Bennet State: NE ZIP: 68317-0255

Phone: 402-416-6968 Email: mayor@bennetne.gov

Employee/Union Representative:

Name: _____ Title: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

4. Funding Options

☐ **Equal Dollar Contributions:** $_____ per Eligible Employee

☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Semi-Monthly ☐ Other: _____

☐ **Equal Percentage of Salary Contributions:** _____% per Eligible Employee

☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Semi-Monthly ☐ Other: _____

☑ **Unused Sick Leave/Vacation Contributions:** 50 % per Eligible Employee

☐ Annually ☑ At Retirement

Eligible Employees are defined as Salaried or Full-time Employees

5. Payroll/Benefits Center Information

Center Name: CIty of Bennet

Mailing Address: PO Box 255

City: Bennet State: NE ZIP: 68317

Benefits Center Contact:

Name: Sue Biltoft Phone: 402-782-2314

Fax: Email: cityclerk@bennetne.gov

6. Employer Authorization

I certify that the information listed on this form is true and accurate. I understand I am responsible for updating this information should it change. I also certify that I have the authority to make the designations I have provided on this form.

Signature: **Date:**

Name (please print): Ryan Cheney Title: Mayor

7. Form Return

By mail: Nationwide Retirement Solutions
PO Box 182797
Columbus, OH 43218-2797

By fax: 1-877-677-4329

By email: welcome@nationwide.com

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Nationwide®

Specimen Copy of Resolution
Post Employment Health Plan (PEHP®)

PO Box 182797, Columbus, OH 43218-2797
Phone: 877-677-3678 • Fax: 877-677-4329 • nrsforu.com

POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES PROGRAM

SPECIMEN COPY OF RESOLUTION

On the _____ day of _____, the following resolution was adopted by

City of Bennet, Nebraska (the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP)

FOR THE EMPLOYEES OF City of Bennet, Nebraska (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this _____ day of _____, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:

Name (please print): Ryan Cheney

Signature: _____ Title: Mayor

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Employer Participation Agreement for the Post Employment Health Plan for Non-Collectively Bargained Public Employees

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Nationwide Retirement Solutions, Inc.
All Rights Reserved

DC-2885 [NRM-9571AO.5] (09/2017)

This Participation Agreement ("Agreement"), effective as of the _____ day of _____, 20_____, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Nationwide Retirement Solutions ("NRS"), as the administrator (the "Administrator") of the Post Employment Health Plan for Non-Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of Qualifying Medical Care Expenses and Health Care Insurance Premiums (as defined in the Plan) for the benefit of eligible government employees who become participants in the Plan, and their dependents; and

WHEREAS, pursuant to this Agreement, the Employer agrees to make contributions pursuant to and in compliance with the Plan and this Agreement and subject to the Internal Revenue Code of 1986, as amended ("Code"), and its accompanying regulations for work performed by its eligible employees ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the Trustee, or its successor, designated under the Trust for the Post Employment Health Plan for Public Employees (the "Trust") for the exclusive benefit of eligible employees, Plan participants, and their dependents; and

WHEREAS, the Employer adopts the Plan by entering into this Participation Agreement with the Administrator; and

WHEREAS, the Administrator accepts the Employer as an Employer under the Plan upon the terms and conditions set forth in the Plan, the Trust and this Agreement.

NOW, **THEREFORE**, for and in consideration of the mutual covenants in this Agreement, the Employer and the Administrator hereby agree as follows:

1. By execution of this Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan, this Agreement and the Declaration of Trust governing the Trust (the "Trust Agreement" a copy of which the Employer acknowledges receipt thereof) and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement. The Employer further acknowledges that under the terms of the Plan, the Administrator's resolution regarding questions relating to administration of the Plan is final and binding upon the Employer, eligible employees and participants.
2. By execution of this Agreement with the Employer, the Administrator agrees to carry out the responsibilities of the Administrator as set forth in the Plan, this Agreement and the Trust Agreement.
3. This Agreement authorizes the Administrator or Trustee to enforce any rights which are provided as a matter of law in favor of the Plan, its eligible employees and participants and their dependents or the Trustee. This provision notwithstanding, if, in the opinion of the Administrator, the terms of the Employer's participation in the Plan conflict or come to conflict with the Code and accompanying regulations, the Administrator may refuse Contributions until such time as the conflict is cured. If an Employer desires to change the terms of its participation in the Plan, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. Such acceptance shall not be unreasonably withheld.
4. This Agreement shall apply to only those employees and participants that the Employer has determined are eligible and for whom the Employer agrees to make Contributions to the Plan. The Employer agrees that in determining who is eligible to receive Contributions under the Plan, the Employer will comply with Code section 105(h) and will not discriminate in favor of highly compensated individuals. The

Employer acknowledges that the Administrator has no responsibility to determine which employees or participants of the Employer are eligible to receive contributions under the Plan or to enforce the Employer's compliance with Code section 105(h).

5. Subject to Section 8 of this Agreement, this Agreement shall remain in effect until such time as the Employer withdraws from the Plan pursuant to the withdrawal provision of the Plan document (see Section 9.2). The Employer acknowledges that withdrawal from the Plan, and exhaustion of the assets associated with that Plan will no longer entitle the Employer's representative or its employees' representative to participate in the Advisory Committee created under the terms of the Trust. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan for any of the following reasons:
   a. should the Employer fail to make Contributions to the Plan;
   b. if at any time the Employer's terms of participation in the Plan are modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee;
   c. if at any time the Employer's terms of participation in the Plan are modified in a manner which, in the opinion of the Administrator, jeopardizes the tax qualification of the Trust or the regulatory approval of the Plan or would conflict with applicable law; or
   d. as otherwise provided in the Plan or Trust Agreement.
6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under Code section 501(c)(9) .
7. The commencement and continuation of the Employer's participation in the Plan is further contingent upon such commencement or continuation of participation not violating any provisions of the Internal Revenue Code and its regulations or any ruling or guidance published by the Internal Revenue Service ("IRS") applicable to the Plan, including the terms of any IRS ruling issued to the Plan or other applicable law. The Employer acknowledges that failure to comply with the terms of the Plan and Trust may subject it and its employees to adverse tax consequences.
8. In order to provide for the payment of benefits under the Plan, the Employer hereby agrees to make Contributions to the Trust, as it specifies in the attached Employer Data Sheet. The Employer may change its Contributions from time to time, consistent with the objectives of the Plan and applicable law by a mutually agreeable method between the Employer and the Administrator (which method could include updating the PEHP Employer Data Sheet).

   With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar report) which lists the full name of each employee or participant for whom contributions are made, his or her Social Security number, the amounts to be allocated on behalf of each such employee or participant and whether the contributions should be credited to the 05 or 06 sub-accounts as defined in the Plan document. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other report.

   The Administrator may reject Contributions that do not comply with the requirements of the Plan, the Trust and the Code. If the Administrator rejects any Contributions, the Contributions and the Contribution Summary Sheet will be returned to the Employer for resolution. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account or while the Administrator seeks resolution of Contributions not received in good order. The Employer understands that failure to make Contribution in a timely manner may result in

sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established in this Agreement.

9. The Employer hereby appoints, and approves of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be an annual charge per participant or eligible employee of **$30.00**. The Employer represents and warrants that it has advised its eligible employees or participants of the annual charge. Such charge shall be assessed to each participant or eligible employee's account on the anniversary date, which is one year after the date the initial contribution to the Plan was made, and each succeeding anniversary of such date. The Administrator's annual charge shall remain fixed for the duration of this Agreement unless the Employer and Administrator mutually agree in writing to adjust the charge. The Employer acknowledges that other fees may apply to the Plan, eligible employee or the participant accounts law as described in Section 11 or as required by applicable law.
10. The Employer hereby acknowledges that the Trustee of the Trust will be the Trustee identified in the Trust Agreement, and hereby ratifies the terms of the Trust Agreement, a copy of which has been provided to the Employer. The Employer further acknowledges that the Trust Agreement sets forth the method for appointment and removal of the Trustee.
11. The Employer hereby acknowledges that it has received and reviewed the Group Variable Annuity Contract (the "Variable Annuity") for the Post Employment Health Plans which serves as the funding vehicle for the Trust. The Employer understands and agrees that part of the arrangement between NRS as the Administrator and product provider Nationwide Life Insurance Company includes fees. The Employer further acknowledges that, in addition to the annual charge described in Section 9, a fee equaling an annual rate up to a maximum of 0.50% of the daily net asset value will be assessed on every participant or eligible employee's fund balance in the Variable Annuity. In the Fixed Annuity, this fee is included in the calculation of the net crediting rate.
12. The Employer hereby acknowledges it has received the "Disclosure and Acknowledgement Form" (the "Form") which is incorporated into this Agreement, and further agrees to be bound by the Form.
13. The parties agree that no waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. The parties further agree that resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.
14. Should any part of this Agreement for any reason be declared invalid, such determination shall not affect the validity of any remaining portion of the Agreement, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
15. 15. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.
16. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.

17. This Agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.
18. This Agreement, together with the Plan and the Trust Agreement, contain the entire agreement between the Employer and the Administrator with respect to the respective rights and obligations contemplated herein, and no representation, promise, inducement, or statement of intention relating to the respective rights and obligations contemplated by this agreement has been made by either party which is not set forth herein. This Agreement supersedes in all respects all prior agreements among the parties any may not be modified or amended, except by a duly executed instrument in writing.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of NRS executed this Agreement on behalf of the Administrator.

By: _____
(Employer Printed Name)

_____ Date: _____
(Employer Signature)

By: _____ Date: _____
(Officer of Nationwide as Administrator)

The Post Employment Health Plan for Public Employees

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NRN-0393AO.6 (12/2015)

ARTICLE I

DEFINITIONS

As used in this Plan, and except as otherwise provided herein, the following terms shall have the meaning hereinafter set forth:

1.1. **"Account"** means an account established for a Participant or Eligible Employee pursuant to Section 6.1 hereof.

1.2. **"Administrator"** means the person or entity designated by the Plan as possessing authority to manage the operation and administration of the Plan in accordance with the Plan document adopted by the Employer. The Administrator shall be Nationwide Retirement Solutions, Inc., its successors and assigns (NRS) unless and until NRS resigns or is removed by the Advisory Committee representatives (as defined in the Trust Agreement) in accordance with Article 8.

1.3. **"Advisory Committee"** means a group made up of one representative of each participating employee group and one representative for each participating employer, participating in the associated Trust evidenced by the Trust Agreement issued to the Employer by the Administrator, The employee and the employer representative shall not be the same individual. Representatives of the employee groups are referred to as Employee Advisory Committee members. Representatives of Employers are referred to as Employer Advisory Committee members.

1.4. **"Association"** refers to the National Association of Police Organizations.

1.5. **"Benefit"** means any payment made pursuant to Article 5 hereof.

1.6. **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

1.7. **"Contribution"** means any contribution made to the Plan pursuant to Article 4 hereof.

1.8. **"Dependent"** means the Participant's spouse or any person who, in relation to the Participant, satisfies the requirements under Code Section 152(a).

1.9. **"Effective Date"** means the date on which the fully executed Participation Agreement is processed by NRS.

1.10. **"Eligible Employee"** means a current employee of the employer who receives contributions under the Plan on his or her behalf.

1.11. **"Employee"** means an individual who is employed by the Employer.

1.12. **"Employer"** means a state or local government or political subdivision thereof in that adopts the Plan by entering into a Participation Agreement with the Administrator.

1.13. **"Entry Date"** means the date the Employer makes the first contribution to the Plan on behalf of such Eligible Employee.

1.14. **"Health Care Insurance Premium"** means any amount used to purchase insurance coverage for health benefits, hospitalization, or other medical care as defined in Code Section 213(d)(1).

1.15. **"Mandatory Employee Contribution"** means Eligible Employee contributions which are to be made as a condition of employment with the Employer and required to be made under terms of the Employer's Participation Agreement. Such contributions shall be picked up by the Employer and are deemed to be employer contributions and are not taxable income to the employee.

1.16. **"Participant"** means a former Employee, or the surviving Dependents thereof, who has an Account under the Plan and is eligible to receive distributions under the Plan or who may receive contributions under the Plan on his or her behalf.

1.17. **"Participation Agreement"** means the agreement between the Employer and the Administrator by which the Employer adopts the Plan, which sets forth the responsibilities of the Administrator, and

the terms of the Employer's adoption of the Plan, including: (a) the Employer's rate of contribution to the Plan, and (b) the Employees of the Employer who are eligible to receive contributions and participate in the Plan.

1.18. **"Plan"** means The Post Employment Health Plan for Public Employees, as set forth in this document.

1.19. **"Plan Year"** means the calendar year.

1.20. **"Post-Employment Health Benefit"** means a payment made pursuant to Section 5.1 hereof.

1.21. **"Qualifying Medical Care Expenses"** means those expenses incurred solely for "medical care," as defined in Code Section 213(d)(1), rendered to the Participant or his Dependents from the time the Participant is an Eligible Employee entitled to receive a contribution under the Plan.

1.22. **"Trust Agreement"** means the agreement described in Article 2 hereof, establishing the Trust for The Post Employment Health Plan for Public Employees.

1.23. **"Trust Fund"** means all money and assets held by the Trust for the Post Employment Health Plan for Public Employees, and all earnings and profits thereon, less the payments made therefrom in accordance with the terms of this Plan.

1.24. **"Trustee"** means the Trustee, or any successor Trustee, designated in accordance with the terms of the Trust Agreement.

1.25. **"Valuation Date"** means each day in which the New York Stock Exchange and the Administrator's home office are open for business.

ARTICLE II

TRUST

2.1. **Trust Agreement**. All Contributions shall be paid into, and all Benefits provided for herein shall be paid from, the Trust Fund. The Trust Agreement shall be in such form and contain such provisions as the parties may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of the Administrator and Trustee to amend the Trust Agreement, the authority of the Administrator to settle the accounts of the Trustee on behalf of all persons having an interest in the Trust Fund, and the authority to remove a Trustee and appoint a successor trustee. When entered into, the Trust Agreement shall form a part of the Plan, and all rights and benefits that may accrue to any person under the Plan shall be subject to all the terms and provisions of the Trust Agreement.

2.2. **Trust Fund**. In no event shall any part of the principal or income of the Trust Fund be paid to or reinvested in the Employer, or be used for any purpose whatsoever other than the exclusive benefit of the Participants, Eligible Employees and their Dependents and defraying the reasonable expenses of the Plan. Notwithstanding the preceding, Contributions shall be returned to the Employer only under the following circumstances:

a. If the Employer makes a Contribution by a mistake of fact, acknowledging such mistake of fact in writing to the Administrator and within one year of the mistaken Contribution;

b. If the Internal Revenue Service determines that the Trust is not tax-exempt under Code Section 501(a); or

c. If the Internal Revenue Service determines that the Trust has unrelated business taxable income under Code Section 512(a)(3)(E).

2.3. **Investment of Trust Fund**. The Trustee shall invest and reinvest the Trust Fund and the income therefrom in accordance with the terms of the Trust Agreement.

2.4. **Valuation of the Trust Fund**. The value of the Trust Fund shall be determined as of each Valuation Date, if applicable, as follows:

a. The value per share of a security listed for trading on a national securities exchange shall be the closing price per share at which such security was traded on the exchange on the day as of which the value is to be determined (or, if such security was not traded on that day, on the last preceding day on which it was traded); provided, that if a security is listed for trading on two or more national securities exchanges, the national securities exchange upon which principally it is traded shall be deemed to be the only such exchange on which it is listed;

b. The value of any other investment shall be the fair market value thereof on the day as of which the value is to be determined, as determined by the Trustee, the Administrator or the agent of either the Trustee or Administrator; and

c. There shall be added/deducted from the value of the investments any income or liabilities due or accrued and properly chargeable thereto.

ARTICLE III

ELIGIBILITY TO PARTICIPATE

3.1. **Eligibility to Participate**. Each Employee shall become an Eligible Employee as determined by the Employer and shall be entitled to receive a contribution to the Plan as set forth in the Participation Agreement on the Entry Date coincident with or next following the later of (a) the date on which he becomes an Eligible Employee, or (b) the Effective Date of this Plan.

3.2. **Contributions Required for Eligible Employees**. Subject to Section 9.2, the Employer shall make Contributions on behalf of each Eligible Employee as determined by the Employer in accordance with to the terms of the Participation Agreement.

3.3. **Dispute as to Eligibility**. In the event of a dispute as to the eligibility of any individual to receive a contribution to the Plan, the decision of the Employer with respect to such eligibility shall be final and conclusive for all purposes.

ARTICLE IV

CONTRIBUTIONS

4.1. **Contributions to the Plan**. The Employer shall make contributions to the Plan on behalf of each Eligible Employee or Participant in such amount as the Employer determines and communicates to the Administrator from time to time to fund Post Employment Health Benefits.

Amounts contributed may not be used for any purpose other than as provided by Code Sections 105, 106, 501(c)(9) and applicable Treasury regulations. All Contributions shall be made in a manner which satisfies the nondiscrimination rules found in Code Section 105(h) or other applicable law, provided however that Contributions determined as a percentage of the Eligible Employee's compensation and earnings thereon shall be accounted for separately and shall be used under Section 5.1 only to reimburse Health Care Insurance Premiums.

4.2. **Lump sum Contributions**. If the Employer has a compensated absence policy under which all Employees accumulate compensated absence pay, it may require all or a specified portion of accumulated compensated absence benefits be contributed to the Plan. Compensated absence may include any combination of vacation pay, sick pay, or other accumulated absence pay as specified by the Employer.

4.3. **Mandatory Employee Contributions**. The Employer may require that all Eligible Employees contribute Mandatory Employee Contributions to the Plan as a condition of employment with the Employer. In the event Contributions are required of Eligible Employees, the Employer shall specify the amount of the Contribution either as a dollar amount or as a percentage of the Eligible Employee's compensation. Such amount or percentage shall not be subject to change on the part of the Eligible Employee, and the Eligible Employee shall not be entitled to receive such Contributions in the form of cash or other benefit. The Employer shall remit such contributions to the Trustee.

4.4. **Determination of Amount of Contributions**. The Trustee and the Administrator shall not be under any duty to inquire into the correctness of the Contributions paid over to the Trustee hereunder; nor shall the Trustee or Administrator be under any duty to enforce the payment of the Contributions to be made hereunder. The Eligible Employees and their bargaining unit shall have sole responsibility and duty to enforce Employer's contribution obligations.

4.5. **Transfers from other Health Reimbursement Arrangements**. The Plan may accept, as permitted by law, transfers of assets held in other health reimbursement arrangements including other arrangements being administered by the Administrator, provided that such assets were contributed to a plan providing permissible benefits. The Administrator may develop procedures necessary to comply with the requirements of this Section 4.5.

ARTICLE V

BENEFITS

5.1. **Post-Employment Health Benefits**. Upon an Eligible Employee's severance from employment with the Employer for any reason, including death, the Eligible Employee or his Dependents shall become a Participant in the Plan. Upon such time the Participant shall be entitled to be reimbursed from the Plan for Qualifying Medical Care Expenses and for Health Care Insurance Premiums incurred by the Participant or Dependents subject to the limits set forth in Section 5.3 hereof, provided that such expenses will not be taken as a deduction on the Participant's or Dependents' federal income tax return. If at any time following the Eligible Employee's severance from employment, he or she is reemployed by the Employer, the Participant shall no longer be entitled to reimbursement under the Plan until the Participant once again severs employment with the Employer. Post-Employment Health Benefits shall be funded in accordance with Article 4 hereof into the Plan from which benefits will be paid and in accordance with the Code.

5.2. **Notice by Employer**. The Employer shall certify to the Administrator the date of a Eligible Employee's severance from employment with the Employer. The Administrator shall rely on any such certification in determining when the Eligible Employee becomes a Participant and the extent to which a Participant or his Dependents shall be entitled to a Benefit under the Plan. In the case of an Eligible Employee's or Participant's death, the Trustee shall require proof of the Eligible Employee's or Participant's death prior to paying any Benefit to a Dependent or medical service provider on behalf of a deceased Eligible Employee under this Article 5

5.3. **Benefit Limits**. Any Qualifying Medical Care Expense or Health Care Insurance Premium paid in accordance with Section 5.1 hereof is limited to the Participant's respective account balance as of the Valuation Date immediately preceding the date the claim for such Benefit is submitted to the Trustee. If a claim for Benefits exceeds the account balance at such date, the Trustee will pay the claim to the extent of the account balance. If the Participant's account balance subsequently increased, the Participant must resubmit a current claim form for reimbursement.

Only claims for Qualifying Medical Care Expenses and Health Care Insurance Premium Reimbursements incurred from the time the Participant is an Eligible Employee entitled to receive a contribution hereunder will be payable under the Plan.

5.4. **Timing and Method of Benefit Payment**. All Benefit payments shall be made via check or direct deposit as specified by the Participant or service provider receiving payment directly on behalf of a deceased Eligible Employee and as soon as administratively practicable following the date a claim for Benefits is submitted to the Administrator.

5.5. **Prohibition on Alienation**. The rights of a Participant or Dependent to receive a Benefit shall not be subject to alienation or assignment, and shall not be subject to anticipation, encumbrance or claims of creditors except to the extent required by applicable law.

5.6. **Forfeitures**. If an Eligible Employee or Participant has no Dependents on the date notice of death is provided to the Administrator and no Dependent is identified and no request to pay Qualifying Medical Care Expenses directly to a service provider, on behalf of a deceased Eligible Employee, is received within 180 days of the date on which the Administrator was notified of an Eligible Employee or Participant's death, the balance in the Participant's account will be forfeited.

Benefit payments for Qualifying Medical Care Expenses which, if paid, would result in discrimination in violation of Code Section 105(h), its regulations or any other applicable provision of law shall also be forfeited. A Participant's account may also be forfeited if the Administrator is unable to locate the Participant within 36 months after the Administrator sends a letter by certified U. S. mail, postage prepaid, to the Participant's last known address.

Any amount forfeited under this Section 5.6 shall be allocated as soon as administratively practicable following, the date on which the Administrator determines that a forfeiture has occurred to the Accounts of all other Eligible Employees and Participants who (i) are (or were) employed by the Employer and (ii) have an account balance on the Valuation Date. Forfeitures shall be allocated among the Eligible Employee and Participants in accordance with procedures established by the Administrator.

5.7. **Designation of Beneficiaries Prohibited**. Unless otherwise permitted by law, designation of beneficiaries under the Plan is not permitted.

ARTICLE VI

ELIGIBLE EMPLOYEE AND PARTICIPANT ACCOUNTS

6.1. **Separate Accounts and Records**. The Administrator shall maintain separate Accounts in the name of each Eligible Employee and Participant having an interest in the Trust Fund. For all Eligible Employees or Participants with an account balance, a statement of that Eligible Employee's or Participant's Account as of the last day of each calendar quarter shall be distributed or made available within 15 days after the end of each quarter showing:

a. The Eligible Employee's or Participant's account balance;

b. Contributions credited to the Eligible Employee's or Participant's Account;

c. Qualifying Medical Care Expenses and Health Care Insurance Premiums paid from the Participant's Account; and

d. Administrative fees paid from the Eligible Employee's or Participant's Account gains and losses of the Trust Fund allocated to the Eligible Employee's or Participant's Account.

6.2. **Valuation of Accounts**. As of each Valuation Date, all income and gains (realized and unrealized) of the Trust Fund for the period since the immediately preceding Valuation Date (or, if there is no prior Valuation Date, since the Effective Date) shall be credited to, and all losses (realized and unrealized) and expenses of the Trust Fund for such period shall be charged to, the Eligible Employee's or Participants' Accounts in proportion to their balances as of the next preceding Valuation Date (or as of the Effective Date, if there is no prior Valuation Date), provided, however, that if there has been a withdrawal from a Participant's Account since the next preceding Valuation Date, such Participant's

Account balance at the Valuation Date, rather than the next preceding Valuation Date, shall be used to allocate income, gains, losses and expenses to such Participant's Account.

6.3. **Participant Transfers to another Plan**.

a. Subject to Section 6.3(b), if an Eligible Employee is no longer entitled to receive contributions from the Employer but remains employed by the Employer and as a result of such employment contributions on behalf of the Eligible Employee is required to another Voluntary Employees' Beneficiary Association (VEBA) which is established pursuant to Section 501(c)(9) and administered by the Administrator, then the Eligible Employee may elect to transfer his or her Account to the other VEBA.

b. A transfer contemplated in Section 6.3(a) shall only be permitted if such transferred assets will be used to provide benefits similar to those provided by this Plan and the transfer does not jeopardize the tax-exempt status of the Trust.

ARTICLE VII

CLAIMS PROCEDURE

7.1. **Written Claims**. All claims for Benefits shall be made in writing in accordance with such procedures as the Administrator shall prescribe, including deadlines, documentation requirements and forms.

7.2. **Denied Claims**. If a claim for Benefits is denied in whole or in part, the Administrator shall furnish the claimant a written notice setting forth the reason for the denial, including reference to pertinent Plan provisions, describing any additional material or information that is required from the claimant and explaining why it is required, and explaining the review procedure set forth in Section 7.3 hereof. Such notice shall be given within five (5) business days of the denial.

7.3. **Review Procedure for Denied Claims**. Within 60 days of the written notice of the denial of any claim for Benefits, a claimant may file a written request for a review of such denial by the Administrator. Any claimant seeking review of a denied claim is required to submit comments in writing. Within 60 days after its receipt of a request for review of a denied claim, the Administrator shall render a written decision on its review which references the Plan provisions on which its decision is based.

ARTICLE VIII

ADMINISTRATION OF THE PLAN

8.1. **The Administrator**. The Administrator shall be NRS unless and until NRS resigns or is removed. The Administrator shall have the authority to control and manage the operation and administration of the Plan in accordance with this plan document and the responsibility of filing and distributing reports and returns with or to government agencies and Eligible Employees and Participants, and their Dependents as required under the Code and other applicable law.

The Administrator, by a written instrument, may delegate its responsibilities to control and manage the operation and administration of the Plan and the responsibility to file reports and returns.

To the extent permitted by law, the Trust shall indemnify each employee of the Administrator and any agent or person who has been appointed by the Administrator, against any liability (not reimbursed by insurance) incurred in the course of the administration of the Plan, except liability arising from his own negligence or willful misconduct.

8.2. **Agents**. The Trustee may employ such agents, including counsel, as it may deem advisable for the administration of the Plan. Such agents may not be Eligible Employees or Participants.

8.3. **Removal or Resignation of Administrator**. The Administrator may resign as administrator at any time by a written instrument delivered to all Advisory Committee representatives giving notice of such resignation. The Administrator may be removed, for cause relating to performance that fails to meet

generally accepted standards, practices and procedures applicable to persons providing similar types of administrative services. The Administrator shall be removed for the reasons stated above via a majority vote process. Each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employee and Participants represented by that committee member and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants covered by that Employer, for each plan participating in the relevant trust. The Advisory Committee shall remove the Administrator by a written notice delivered to the Administrator. In the event of a dispute over the execution of the duties of the Administrator, the dispute shall be subject to arbitration between the Administrator and a representative(s) established by the Advisory Committee. The Administrator shall be granted 180 days to cure any deficiencies identified by the arbitrator before any removal may be considered effective. Any notice of removal or resignation of the Administrator shall be effective 60 days after receipt by the Administrator or Advisory Committee representatives, as the case may be, or at such other time as is agreed to by the Administrator and the Advisory Committee representatives. In addition, a majority of the Advisory Committee representatives may remove the Administrator without cause during the last month of each Plan Year. If, within 60 days after notice of resignation or removal of the Administrator, the Advisory Committee representatives have not designated a successor Administrator, the Administrator may apply to any court of competent jurisdiction for the appointment of a successor Administrator.

8.4. **Successor Administrator**. The Administrator, subject to the veto right described below, may appoint a successor Administrator. The Administrator shall provide 30 days' advance notice to the Advisory Committee that it has designated a successor Administrator. Based on a majority vote, where each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Participants and Eligible Employees for each plan participating in the relevant trust, is used to determine voting outcomes. If sufficient objecting votes are submitted in writing to the Administrator within 30 days after the date of the Administrator's notification mailing, the designation shall not become effective. If there is no sufficient objection, the Administrator shall deliver to the Trustee copies of: (a) a written instrument executed by the Administrator appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date.

If a vacancy in the office of Administrator occurs and the Administrator has not appointed a successor Administrator in accordance with the preceding paragraph, the Advisory Committee representatives in accordance with the voting procedures described in the preceding paragraph shall appoint a successor Administrator and shall deliver to the Trustee copies of (a) a written instrument executed by Advisory Committee representatives appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date. If the Administrator is removed by Advisory Committee representatives in accordance with Section 8.3 hereof, the written instrument removing the Administrator shall also appoint a successor Administrator. Any successor Administrator shall have all the powers and duties of the original Administrator.

8.5. **Administrative Fees**. The Administrator shall be paid from the Trust Fund an administrative fee for each Eligible Employees and Participant equal to an amount specified in the Participation Agreement between the Administrator and the Employer. Such fees shall be charged against the Eligible Employees' and Participants' Account balances.

8.6. **Powers of the Administrator**. The Administrator shall have all such powers as may be necessary to carry out the provisions of the Plan, and the actions taken and the decisions made by the

Administrator shall be final and binding upon all parties. The powers of the Administrator shall include, but not be limited to, the following:

a. To determine, in accordance with the plan document, all questions relating to the amount of any Benefits and all questions pertaining to claims for Benefits and procedures for claim review;

b. To prescribe procedures, in accordance with the plan document, to be followed by Participants in filing claims for Benefits;

c. To prepare and distribute information, in accordance with the plan document, explaining the Plan to Eligible Employees and Participants;

d. To appoint or employ individuals to assist the Administrator in the administration of the Plan and any other agents deemed advisable, including banking, legal, accounting, and actuarial counsel;

e. To resolve all other questions arising under the Plan, in accordance with the plan document;

f. To take any such further action as the Trustee shall deem advisable in the administration of the Plan in accordance with the plan document; and

g. To direct the Trustee to pay claims for Benefits either by issuing claims checks or by delegating the authority to issue claims checks in accordance with Section 7.1 hereof.

8.7. **Records**. The acts and decisions of the Administrator including such records as may pertain to the computation of Benefits of any claimant shall be duly recorded.

8.8. **Defect or Omission**. The Administrator shall notify the Employer of, and shall assist Employer with the cure of any defect, omission or inconsistency in this Plan for correction.

8.9. **Liability of Administrator**. Except for its own negligence or willful misconduct, neither any Employee of the Administrator nor any agent or other person appointed by the Administrator shall be liable to anyone for any act or omission in the course of the administration of the Plan.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1. **Amendments**. The Administrator reserves the right to amend this Plan at any time in such manner as it may be necessary or advisable in order to qualify and retain the qualification of the Trust Fund as a voluntary employees' beneficiary association (Association) in accordance with Code section 501(c)(9) or to comply with applicable law upon 60 days written notice to the Employer. Any such amendment may, by its terms, be retroactive; and to amend, alter, modify or suspend, in whole or in part, any provision or provisions of this Plan at any time, retroactively or otherwise, by written notice to the Trustee, the Employers and the Association representatives. In any event, no such amendment shall:

a. increase the duties or obligations of the Trustee or Employer without their written consent;

b. decrease any Participant or Eligible Employee's Account balance; or

c. cause or permit any portion of the corpus or income of the Trust to revert to, or become the property of, or be used for the benefit of the Employer, or divert any portion of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants, Eligible Employees and their Dependents.

9.2. **Termination and Discontinuance of Contributions**. The Employer may terminate or discontinue contributions to the Plan at any time by notice to the Administrator and Trustee. Upon termination of the Plan and subject to Section 9.3, the Administrator shall maintain the Accounts of each Participant and Eligible Employee who is or was an Employee of such Employer, and shall pay Benefits to each such Participant in accordance with the terms of the Plan or as permitted by law. Expenses of the

Trust fund and administrative fees shall be charged against such Participants' and Eligible Employees' Accounts for as long as such Accounts are maintained by the Administrator.

9.3. **Employer Transfers to another Plan**. The Employer may request that the assets held in the Plan be transferred to another Association or Administrator provided that the Employer provides evidence to the Administrator that the following conditions are met:

a. The transferee Association is exempt under Code Section 501(c)(9);

b. The transferred assets will be used to provide similar benefits;

c. The participants of each trust Association share an employment-related bond;

d. The transfer is not used to avoid the applicable requirements of Code Section 501(c)(9) and the regulations thereunder that otherwise would apply to each association;

e. The receiving Association or Administrator has agreed to receive the transfer; and

f. The Employer, in writing, holds harmless the Administrator for acting on Employer's instructions to transfer the Plan to another Association or Administrator.

When, to the satisfaction of the Administrator, the Employer has produced evidence sufficient to satisfy the conditions of this Section 9.3, the Administrator will transfer the assets of the Plan to the other Association or Administrator as soon as administratively practical. In no event shall such transfer occur later than one hundred and eighty (180) days following the Administrator's receipt of the sufficient evidence contemplated by this Section. Additionally, the Administrator may develop procedures in connection with this Section 9.3 including, without limitation, what documentation is necessary to evidence satisfaction of the requirements of this section. Expenses of providing such evidence shall be paid by the Employer. In the event a transfer of the Plan assets is authorized, the Administrator may retain sufficient funds for the satisfaction of all current reported claims.

ARTICLE X

MISCELLANEOUS

10.1. **Rights of All Interested Parties Determined by Terms of the Plan**. The Plan and Trust are voluntarily entered into by the Employer. The Trust shall be the sole source of Benefits provided under the Plan, and in no event shall the Administrator or the Employer be liable or responsible therefore. The Plan shall be binding upon all parties thereto and all Participants and Eligible Employees, and upon their respective heirs, executors, administrators, successors, and assigns, and upon all persons having or claiming to have any interest of any kind or nature under the Plan or the Trust.

10.2. **No Employment Rights Created**. The creation and maintenance of the Plan shall not confer any right to continued employment on any Employee, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been established.

10.3. **Number and Gender**. Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the feminine to include the masculine and neuter, and the neuter to include the masculine and feminine.

10.4. **Notice to Employees**. Notice of the existence and the provisions of this Plan and amendments thereto shall be communicated by the Employer to all persons who are, or who become Eligible Employees or Participants.

10.5. **Notification of Address**. Each person eligible to receive Benefits shall notify the Administrator in writing of his address and any change of address thereafter. Any communication, statement or notice addressed to such person at his last address as filed with the Administrator (or if no address was filed with the Administrator, then his last address shown by the Employer's payroll records) will be binding

upon such person for all purposes of this Plan, and neither the Employer nor the Administrator shall be obligated to search for or ascertain the whereabouts of any such person.

10.6. **Headings**. The headings and subheadings in this Plan are inserted for convenience and reference only and are not intended to be used in construing this Plan or any provision hereof.

10.7. **Governing Law**. This Plan shall be construed according to the law of the State of Ohio and applicable Federal Law and all provisions hereof shall be administered according to the law of the State of Ohio and applicable federal law.

IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the _____ day of _____, 20_____ for the:

_____
(Plan Name)

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

Nationwide®

Disclosure and Acknowledgment Form
Post Employment Health Plan (PEHP®)

PO Box 182797, Columbus, OH 43218-2797
Phone: 877-677-3678 • Fax: 877-677-4329 • NRSforu.com

As with all plans receiving tax exempt status under the Internal Revenue Code (IRC), the Nationwide Post Employment Health Plan (PEHP) offers you and your employees' significant benefits that also come with important limitations. Your Nationwide representative is prepared to help you understand the Plan's benefits and limitations. Please understand Nationwide nor its representatives may give legal or tax advice. You should consult with your legal and tax advisers before making decisions about establishing PEHP for your employees.

PEHP is funded through a voluntary employees beneficiary association (VEBA), a tax-exempt trust authorized by IRC Section 501(c)(9). PEHP, as a Health Reimbursement Arrangement (HRA), must also comply with the regulatory requirements of HRAs. PEHP is not a retirement plan nor is it a Deferred Compensation Plan. To operate within Internal Revenue Service (IRS) requirements, PEHP must comply with requirements different than those of retirement plans. Some of those requirements are outlined below:

Please read and initial the following:

1. _____ Contributions must be made solely by the Employer or as a mandatory employee contribution. Contributions of unused vacation and sick leave conversion benefits are permitted, if required of all eligible employees.
2. _____ If applicable, only non-collectively bargained employees will be participating in the Plan. Benefits paid from the Universal Account/105 may not discriminate in favor of highly compensated employees. Only equal, flat dollar contributions to this Sub-account for all Eligible Employees will be accepted. Otherwise, all other contributions will be directed to the Insurance Premium Reimbursement Account/106.
3. _____ If applicable, benefits are the subject of good faith collective bargaining and as such, no non-collectively bargained employees will be participating in the Plan. As such, if you have certified that the PEHP benefits were collectively bargained for in good faith, all contributions may be made to the Universal Account/105.
4. _____ PEHP is not permitted to accept beneficiary designations. Following an Eligible Employee's or Participant's death, payment of benefits is limited to the Employee's surviving spouse and qualifying dependents as defined by IRC Section 152(a). Any account balance remaining after the death(s) of the Employee, any spouse or qualifying dependents will be forfeited and allocated among your remaining Eligible Employees and plan participants.
5. _____ Your PEHP is governed by an Advisory Committee comprised of one employer representative and one eligible employee representative. All changes to the Plan, except those required by law, must be approved by the Advisory Committee.
6. _____ For Collectively Bargained PEHP only **(Please leave blank if Form is for a non-Collectively Bargained PEHP):** Employer represents that the union employees are covered by a collective bargaining agreement and the retiree health care benefits of the PEHP have been subject to good faith bargaining.

This page is a legal document and part of your PEHP contract. The undersigned has read this document and fully understands its binding effect.

Employer:

Name (please print): _____

Signature: _____ Date: _____

Nationwide Representative:

Name (please print): _____

Signature: _____ Date: _____

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Nationwide®

Plan Sponsor Access
Web Update Form

Plan Sponsor Information

Plan Sponsor Name: City of Bennet, Nebraska

Employer Tax ID Number: 47-0485932

Plan Sponsor Number (Nationwide Assigned): _____

Do you have multiple payroll departments that submit payroll & census separately? ☐ Yes ☐ No

Address Line 1: 685 Monroe Street

Address Line 2: _____

City: Bennet State: NE Zip: 68317

Is this an update to your existing address? ☐ Yes ☐ No

PRIMARY AUTHORIZED Contact

The Plan can only have **one** Primary Authorized Company Representative of which is the recipient of Plan Statements and other Plan-related administrative messages. Updating the Primary Authorized Company Representative will supersede any previous Primary Authorized Company Representative.

Name: _____ Title: _____

Preferred Phone: _____ Fax: _____ Email: _____

Plan Sponsor Web Features

FastPay: A fully digital payroll and census submission system. Secure participant information, save time, improve accuracy, and eliminate manual entry when submitting your plan's payroll and census data.

Task Center: Payroll Change Notices and Employment Status Tasks will be generated as an action item in Task Center for a digital and streamlined processing experience. Email notifications will be generated daily at 12 p.m. Eastern for any outstanding tasks.

Reporting: Create and view plan and participant level reports.

Primary Website User

This section is required to establish **one** person within the Plan Sponsor's office as the primary website user on the NRS website. The primary user will assign and administer all other website roles for the Plan's account, including any contacts noted below that are required for your Plan's online data submission.

☐ New Primary User Access ☐ Replace Existing Primary User

Primary Website User Contact Information:

☐ Same as Primary Authorized Contact

Name: _____ Title: _____

Preferred Phone: _____ Email: _____

The primary website user will have access to all Plan Sponsor website functions and permissions.

Secondary Website Users

Role Access Chart				
Online/Web Access:	**Primary[1]**	**Manager**	**Payroll**	**Reporting**
FastPay				
Process payroll	✓	✓	✓	
Enroll participants electronically	✓	✓	✓	
Task Center[2]				
Verify Termination of Employment for Participant Withdrawal Requests	✓	✓		
View and complete payroll change notices	✓	✓	✓	
Reporting				
Create and view reports	✓	✓		✓
Manage User Accounts				
Create secondary users	✓	✓		

[1]We take protecting retirement plan account information very seriously at Nationwide. Therefore, the Primary website user is responsible for performing periodic audits to verify that the secondary website user accounts are being used by the original user for legitimate business purposes.

[2]Role accesses may be changed by the Primary user by clicking Administer Task Access on Task Center.

Established Secondary Users

1. Name: _____ Title: _____

   Preferred Phone: _____ Email: _____

   Please specify pay center number or name (if applicable): _____

   Please select the role(s) for this user, given the accesses marked in the chart above:

   ☐ Manager ☐ Payroll ☐ Reporting

2. Name: _____ Title: _____

   Preferred Phone: _____ Email: _____

   Please specify pay center number or name (if applicable): _____

   Please select the role(s) for this user, given the accesses marked in the chart above:

   ☐ Manager ☐ Payroll ☐ Reporting

☐ **I have additional payroll contacts.** If you want to add more than two contacts, you may attach a page with the additional contact information. Any time a new contact is added the above fields are required.

Required Authorization

By signing below, you are authorizing the activation of online features which includes FastPay and Task Center. Users designated will be responsible for monitoring and processing ongoing administrative tasks.

Primary Authorized Company Representative:

Name (print): _____ Title: _____

Signature: _____ **Date:** _____

Form Return Instructions

Email: nrscontr@nationwide.com

Fax: 877-677-4329

Nationwide®

Mutual Fund Service Fee Payments

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.

Nationwide®

Customer Identification Program Disclosure

Important Information About Procedures For New Clients

Section 326 of the USA Patriot Act requires financial institutions, including broker/dealers, to have a Customer Identification Program. Nationwide Retirement Solutions is required to give its new clients notice about its Customer Identification Program.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client, when you agree to contract with Nationwide.

What this means to a governmental deferred compensation plan: As part of our Customer Identification Program, we will ask you for your name, address, tax identification number, and other information that will allow us to identify you. Your organization may be contacted by Nationwide to help verify this information. There is no action required on your part in this process, other than providing the necessary information for verification.

Nationwide®
is on your side

Nationwide Investment Services Corp. (NISC) Disclosure Statement

Nationwide Investment Services Corp. (NISC), a subsidiary of Nationwide Financial Services, Inc., firmly believes in the value of pre-planning for business interruptions. In an effort to serve both our internal and external customers by providing on-going service operations, NISC has developed a business continuity plan to address the possibility of a significant business disruption.

Should an event occur that hinders our ability to conduct normal business operations, NISC has secured remote locations to resume critical business operations within a reasonable period of time. Should business functions be interrupted by the loss of a primary business facility, associates and/or "work" would be relocated to an alternate NISC site. In the event of a systems facility loss, applications would be redirected to their primary recovery location, which could be an alternate NISC facility or a remote recovery service provider. The hierarchical structure of the NISC recovery plans includes the ability to address incidents that are department, facility, city, state or regional in nature.

It is NISC's intention to transact business during an interruption whenever possible. Depending on the nature and severity of the interruption, recovery timeframes may vary. For small scope outages, i.e. business unit or single application disruption, recovery timeframes would be controllable and limited. With processing and servicing functions primarily concentrated in the in the Midwest, a regional disruption could have extended recovery timeframes that range from hours to days. To help mitigate this risk, redundant networks, alternate remote systems recovery sites and alternate power sources are included in our recovery strategy.

Nationwide® is on your side

Rev. 01/2022

FACTS

WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances, transaction history, and credit history
- Assets and insurance claim history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1-800-882-2822 ext. 614-249-6985 or go to www.nationwide.com/privacy

Who we are	
Who is providing this notice?	Nationwide Financial Services, Inc., Nationwide Life, Harleysville Life, Nationwide Retirement Solutions, Inc., Nationwide Investment Advisors, LLC, Nationwide Fund Distributors, LLC, Jefferson National, and the Nationwide Family of Companies (collectively "NFS").

What we do	
How does Nationwide protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
How does Nationwide collect my personal information?	We collect your personal information, for example, when you ■ apply for insurance or give us your contact information ■ pay your insurance premiums or file an insurance claim ■ show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal and state laws give you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include nonfinancial companies, such as companies with the Nationwide name, such as Nationwide Mutual Fire Insurance Company and Nationwide Mutual Insurance Company. Visit nationwide.com for a list of affiliated companies.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. *NFS does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *NFS doesn't jointly market.*

Other important information

Nevada Residents: We are providing you this notice under state law. You may request to be placed on our internal Do Not Call list by sending an email with your phone number to privacy@nationwide.com. You may request a copy of our telemarketing practices. For more on this Nevada law, contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us; Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212; 1-877-233-3370; privacy@nationwide.com.

For Vermont Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.nationwide.com/privacy or call 1-877-233-3370.

For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

To request access to or deletion of your personal information, send a written letter to: **Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212**. Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. **You may correct inaccurate personal information** by visiting Nationwide.com or calling your agent. We can't change information other companies, like credit agencies, provide to us. You'll need to ask them to change it.

California Residents: Learn more about your rights under the California Consumer Privacy Act by visiting www.nationwide.com/privacy.

To: City of Bennet Clerk and City Council

Re: October 2026 City Engineering Report

New information
Olsson Action Item
City Action Item

Transportation Safety Action Plan

- Upcoming grant deadlines:
  - State of NE TAP Funds: TBD.
  - State of NE HSIP Funds: TBD.
    - Olsson has reached out to NDOT about upcoming applications/deadlines.
  - Safe Streets for All: Application submitted in May 2026.

Street Maintenance Plan

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

Street Improvements Plan

- Approximately $80,000/year in the budget for street improvements/maintenance.
  - Recommend $80,000 of street improvements for 2026
- Remaining work to be completed this fall.
- ***Olsson to request pricing for guardrails above Tyler Street box culvert.***

Tyler & Cottonwood Street Paving

- Project Cost Estimate Range: $3,600,000 - $4,500,000
  - $299,000 - $374,000/year for 20 year bond at 5.30%
- Current village valuation: $128 million
  - Project would require additional 0.195-0.244 village levy.
  - Assuming 3% valuation growth, levy would decrease over time to 0.139 at the time of pay off in 20 years.
- Current Levy Rate Comparison
  - Bennet: 0.265
  - Adams: 0.475
  - Hickman: 0.448
  - Springfield: 0.483
- Risk of waiting:
  - Interest rate risk (muni bond rates were 1.75% in 2021 when we first looked at this).
  - Material price increases (65-70% increase since 2021, per FHA)
- Street Improvement District
  - Can only assess against properties that have frontage directly along the improved streets, not an overall service area.
  - Intersections cannot be assessed.

Water Supply Analysis

- ***Olsson to send email to RWD showing year over year usage to show that the measures implemented are working. Notify them that a SCADA system has been installed and that additional irrigation restrictions have been implemented.***
- Water usage statistics:
  - Monthly Max: 5,400,000 gal.
  - Daily Max: 180,000 gal. (or 216,000 gal. at 150 gpm)

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

    - May Water Usage
        - Monthly: 2,584,000 gal. (48% of capacity)
        - Ave. Daily: 86,000 gal. (48% of capacity)
        - Max. Daily: 122,000 gal. (68% or 56% of capacity)
        - 4 users over 20,000 gal. None above 30,000.
        - Refer to last page of this report for charts showing usage over time.
    - Year End Summary: With the exception of July's anomaly, we are operating at monthly levels in the same range as 2022 and 2023, even with 25 new homes and the school expansion.
- RWD met with city on February 12th.
    - RWD has no short term plans for expansion of capacity. Long term plans include development of a new well.
    - Recommended irrigation restrictions to manage daily flows.
- RWD met with planning commission on April 17th
    - Stated that RWD has no ability to provide more water to the village. Recommended the village explore a well near Pella Road. Preliminary costs were provided by Olsson.

Sewer Improvements/Rates

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

Miscellaneous

- ***Olsson to review alleys and make recommendations for vacation, if needed.***
- ***Olsson to provide recommendation on stop sign at Prairie Clover & Switchgrass intersection.***
    - ***Olsson to prepare educational flyer.***
- Highway allocation is $98 per capita, below the average of $169 per capita.
    - Look into lane mile equation to see if widening makes sense.
    - ***Olsson received info from state. Will run financial analysis.***
- Gravel road washouts:
    - 2 washouts on Cottonwood/Bennet. County to repair.
        - ***Repairs have not been performed. Olsson to follow up.***
    - Small washout above Tyler St. box culvert. Monitor. No action at this time.
- Water Tower Park: No action until further notice.
- Maintenance Building: Construction is complete.
- ***Quincy St. ROW Adjustment: City to coordinate with adjacent property owners.***
- Water Cistern: Olsson met with Zach to review options.
    - ***City to get quote for dewatering/demolition/regrading and obtain water samples to test for bacteria prior to discharging.***

Development Reviews

- Cochrane Corner:
    - Olsson and City conducted a punchlist walkthrough and provided a report to the developer for correction prior to releasing escrow.
    - Olsson provided a list to the developer of the testing, inspections, and permit documentation required for city review.
        - ***Progress is being made on the punchlist. Olsson to follow up.***

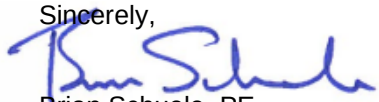
    - Runoff from Cottonwood street is washing out near west curb of Albert Lane.
        - ***City to create a drainage path for water to enter the ditch a few feet to the west and a raised shoulder to keep water from washing out near the curb.***
    - Olsson and City coordinated with NE City Utilities on street light layout.
- Coffee Shop
    - ADA striping/signage and wheelstop needs to be installed.
        - Olsson emailed info to City. ***City to notify owner.***

Trails

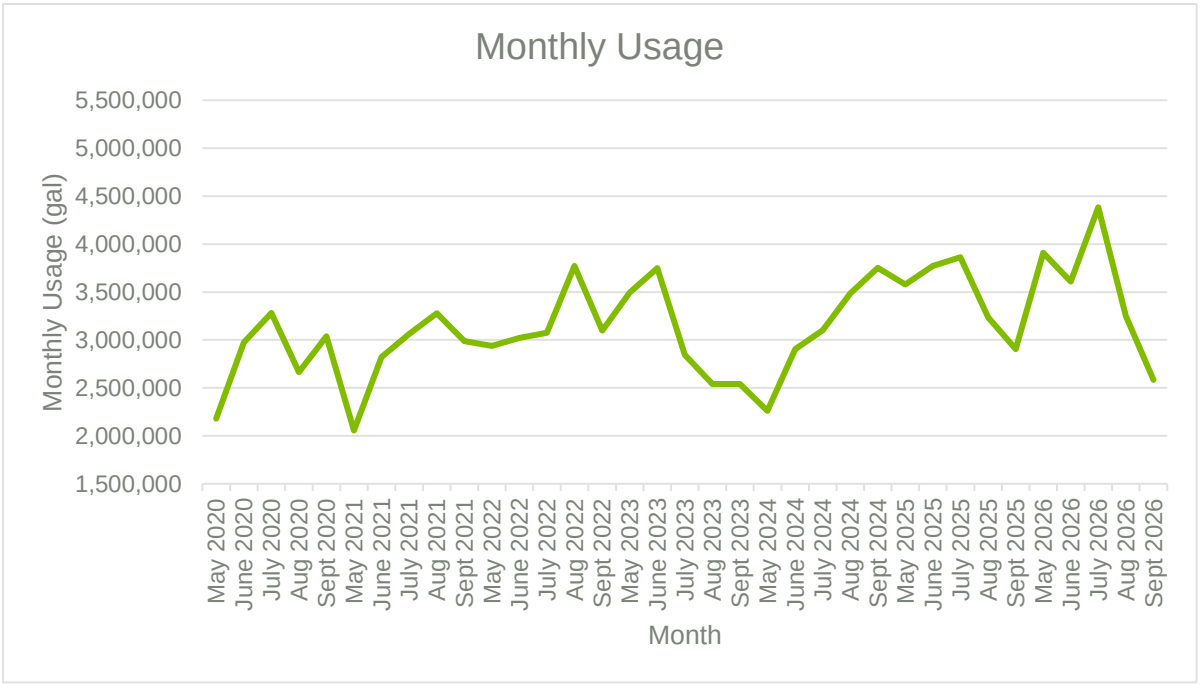
- NDOT met with Olsson and City to discuss NDOT construction of a trail crossing over the railroad on the east side of the highway. NDOT will move ahead with requesting approval from BNSF/OPPD. This will be done as part of the Hwy 43 resurfacing project in 2031.
- ***Olsson to coordinate with NDOT on the pedestrian crossing at Dogwood. May need ROW acquisition from the church in order to construct 10' trail without switchback. Flashing beacon signalization will be included in the project.***

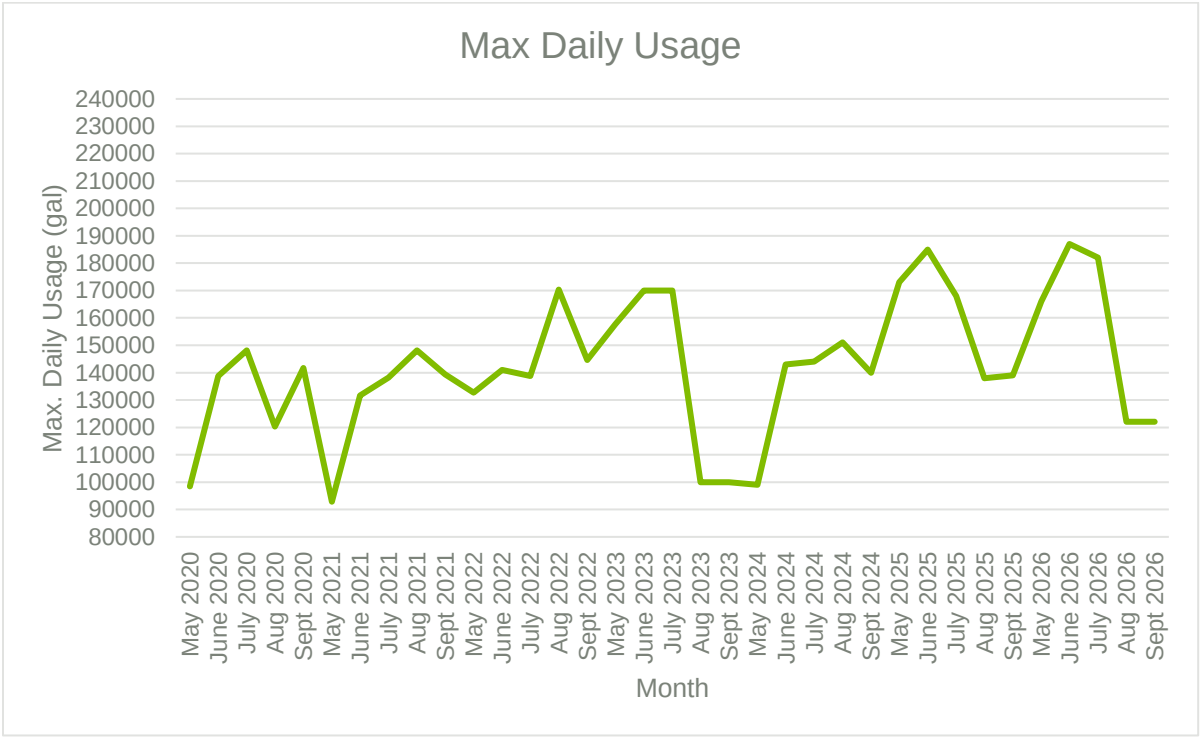
Thank you for the opportunity to serve your community as the City Engineer.

Sincerely,



Brian Schuele, PE

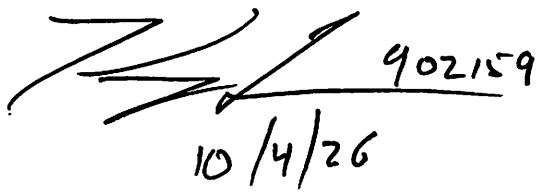

Monthly Usage
Monthly Usage (gal)
5,500,000
5,000,000
4,500,000
4,000,000
3,500,000
3,000,000
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2,000,000
1,500,000
May 2020
June 2020
July 2020
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Sept 2026
Month


Max Daily Usage
Max. Daily Usage (gal)
240000
230000
220000
210000
200000
190000
180000
170000
160000
150000
140000
130000
120000
110000
100000
90000
80000
May 2020
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Sept 2025
May 2026
June 2026
July 2026
Aug 2026
Sept 2026
Month

Overtime Worked
09-01-2026 to 09-30-2026

Deputy	Start - End	# Hours	Date	OT Type
22139 BRYANT, CHAD	0900 - 1300	4.00	09-26-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1700 - 2000	3.00	09-29-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1730 - 2030	3.00	09-30-2026	SUPL CONTRACT-BENNET
		10.00		
22141 HANSEN, MICHAEL	0745 - 1015	2.50	09-03-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0800 - 1030	2.50	09-10-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0800 - 1030	2.50	09-17-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0815 - 1045	2.50	09-25-2026	SUPL CONTRACT-BENNET
		10.00		

Total: 20.00



Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 09-26-2026
Start of Shift: 0900 End of Shift: 1300

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
0900	O	Bennet	Start - Town patrol
1000	SEL	Monroe / Dogwwod	Traffic
1100	SEL	Monroe/Garden	Traffic
1200	SEL	Bennet	Patrol - check on parks
1300	O	Bennet	End

# of Citations Issued:	Warning / Defect Citations Issued: 2
Total hours worked this date: 4	Vehicle number: 0935 **Total** mileage for this shift: 14

Deputy Reporting Bryant 902139 **Supervisor Approving** 902139

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 09-24-2026
Start of Shift: 1700 End of Shift: 2000

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
1700	O	Bennet	Start - Town patrol
1730	SEL	Monroe / Apple	Traffic
1830	SEL	Ballpark	Area check, incoming Monroe Traffic
1900	SEL	Bennet / Garden	Monroe Traffic
2000	O	Bennet	End

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 3	Vehicle number: 0935 **Total** mileage for this shift: 11

Deputy Reporting Bryant 902139 **Supervisor Approving** 902159

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 09-30-2026
Start of Shift: 1730 End of Shift: 2030

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
1730	O	Bennet	Start - Town patrol
1800	SEL	Monroe / Dogwood	Traffic
1830	SEL	Hackberry/Garden	Neighborhood presence
1900	BUS	Jefferson/Fir	Area/Business check
2000	SEL	Monroe/Garden	Traffic
2030	O	Bennet	End

# of Citations Issued:	Warning / Defect Citations Issued: 1
Total hours worked this date: 3	Vehicle number: 0935 **Total** mileage for this shift: 13

Deputy Reporting Bryant 902139 **Supervisor Approving** 902159

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 09-03-2026
Start of Shift: 0745 End of Shift: 1015

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
0745			Start of shift Mileage 48672
0750	SEL	Monroe	Traffic
0945	BUS	Downtown	
0950	SEL	Park	
1000	SEL	Cemetary	
1015			End of shift Mileage 48692

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2.5	Vehicle number: 980 **Total** mileage for this shift: 20

Deputy Reporting M. Hansen 902141 **Supervisor Approving** 902159

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 09-10-2026
Start of Shift: 0800 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
0800			Start of shift Mileage 48823
0805	SEL	Monroe	Traffic
0930	BUS	Downtown	
0940	SEL	Park	
0945	SEL	Cemetary	
1000			End of shift Mileage 48844

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2.5	Vehicle number: 980 Total mileage for this shift: 21

Deputy Reporting M. Hansen 902141 Supervisor Approving 902159

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 09-17-2026
Start of Shift: 0800 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
0800			Start of shift Mileage 48966
0805	SEL	Monroe	Traffic
0935	BUS	Downtown	
0945	SEL	Park	
0950	SEL	Cemetary	
1000			End of shift Mileage 48988

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2.5	Vehicle number: 980 Total mileage for this shift: 22

Deputy Reporting M. Hansen 902141 **Supervisor Approving** 902159

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 09-25-2026
Start of Shift: 0815 End of Shift: 1045

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
0815			Start of shift Mileage 49227
0820	SEL	Monroe	Traffic
0935	BUS	Downtown	
0945	SEL	Park	
0955	SEL	Cemetary	
1015			End of shift Mileage 49247

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2.5	Vehicle number: 980 Total mileage for this shift: 20

Deputy Reporting M. Hansen 902141 Supervisor Approving 902154

Updated November 2, 2017

City of Bennet Maintenance Report

October 19, 2026

Water

- **Performed our monthly water test at 280 Jefferson and 1255 Evergreen. Both Samples Passed**
- **Pumped 2,584,000 Gallons which is down 669,000 from last month. The daily maximum was 122,000 and the low was 56,000. The monthly Average was 86,000.**
- Read all water meters in the city, had 0 shut off
- Have had more locates this month due to Zito Media getting back on installing their fiber in Sweetgrass Prairie and new builds going up in Cochran's corner
- Ricky Passed his water test
- Had multiple water audits for the last month with 4 sod permits going.
- I scheduled appointments for thrashers and groundworks to look at water tower control building to see about fixing cracks in the foundation along with fixing it sloping to one side due to all the rain we have had.

Needs:

- Clean Sample stations to have them ready for when we sample.

Wastewater Treatment Plant/ Sewer

- **Treated 2,979,000 million Gallons which is up 801,000 from last month. Daily high of 189,000 and a low of 63,000, AVG Flow 99,000**
- Purchased our own ammonia analyzer and it has helped us pass our samples even though we had issues with Inflow and Infiltration
- Completed monthly effluent testing for September and October and delivered to the lab in Omaha, Both samples were under limits.
- Filled out and submitted Quarterly DMR's that were Due October 28th and had no issues.
- Have ran sewer camera down 8 different segments to try and find where we are getting ground water in at. So far we have found only 1 possible one between hackberry and garden where all the drainage from the west side of town goes over top of.
- We have continued to find where we are getting storm water in when we have heavy rain events. We have found 2 manholes that are getting heavy flow(about 15,000-30,000 per day) and have found a puncture in the sewer main at to the east of 770 Monroe
- Sewer Jetted 2,500 linear feet from cottonwood to hackberry between Jackson and VanBuren in order to send the sewer camera down and be able to see any issues. We have roughly 8,000 linear feet left that we can jet with our machine.
- Had lovells come out to help with stopping the ground water coming in the manhole near 220 tyler.
- Worked on fixing Sampler at the treatment plant, I was unable to get it fixed and will have GPM come out to have it fixed.

- We fought the lift station when we had the heavy rains but was able to keep from flooding any basements.

Needs:

- Finish Sewer jetting (should be completed within 2 weeks once we are able to get back to it.)
- Continue to sewer camera (Start once jetting is completed)
- Mow around Lagoons at the WWTP

Streets

- Got rock delivered on tyler and cottonwood
- Cut tree limbs down on bus route due to buss's having issues.

Needs:

- Finish pulling out old street signposts on the west side of town
- Get asphalt cold patch to fix a few potholes

General

- Zito Media has been fighting the rain and is still working up on switchgrass.
- Purchased the Hustler mower and have used a few times.
- Ricky has started painting the inside the city office.
- Have worked on finalizing inventory to have ready for the audit next month

Needs:

- Waiting on Jung electric to look at the electrical at the office to see what we need to add for tankless hot water heater.

Dump

- Loaded metal into metal bins.
- Pushed up brush pile
- Cleaned up trash around compactor.
- Burn brush pile

Needs:

- We will need to rent a rock bucket next time we burn to sort through the pile we just burned.

Parks and Ballfields

City Park:

- Mowing has slowed down for the year and will be mowed 1 or 2 more times and the mowers will be put away for winter.
- We have taken the manifold and meter out of the splash pad for the winter

- Took the old monkey bars out and the new equipment has been installed

Needs:

- Winterize bathrooms after Halloween
- Seed, fertilize, and possibly aerate in the fall

Whispering Pines:

- Mowing has slowed down and should only have to mow 1 more time.

Needs:

- Install 2 animal waste bins at whispering pines.
- Fall spray application

T-Ball Field:

- Mowing about done for the year

Needs:

- Winterize bathrooms
- Replace 2 x 6 boards on bleachers
- Sprayed weeds in infield

South Ballfield:

- Stayed on top of mowing and weed eating, we are mowing once a week now since baseball and softball are done for the year.
- installed some of the jhooks to hold down the fence around the ball field from curling up at the bottom.
- Sprayed weeds in infield

Needs:

- Winterize bathrooms
- Mulch added around trees.
- The crow's nest and concession stand remodel needs to be finished.
- Should have the dugout benches and back stop painted. (This Fall)
- We have made j hook anchors to fix the fence that is curled at the bottom. We will install those later in the summer/fall

Zach Fergus

Utilities Superintendent

10/19/2026