

**City of Bennet
City Council
NOTICE OF MEETING
October 13, 2025
City Council Regular Meeting
7:00 PM**

Bennet City Hall, 685 Monroe, Bennet, NE 68317

REGULAR MEETING

AGENDA

1. ROLL CALL AND PUBLIC MEETINGS LAW NOTIFICATION
2. PLEDGE OF ALLEGIANCE
3. **CONSENT AGENDA**
 - 3.a. MINUTES of September 23rd City Council Special Meeting Approval
 - 3.b. CLAIMS FOR PAYMENT
 - 3.c. TREASURER'S REPORT
 - 3.d. **RESOLUTION** 2025-10.1 a resolution to re-appoint Planning Commission members
 - 3.e. Approve Van Kirk Pay App#5
 - 3.f. Larry Kramer: Review and approve request for banner across Monroe Street advertising Christmas in the Park
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. **UNFINISHED BUSINESS**
 - 5.a. **ORDINANCE 2025-8.1** an ordinance adopting water rates (Second Reading)
 - 5.b. **ORDINANCE 2025-9.1** to Amend City Code 32.02 Relating to Membership of the Board of Adjustment (Second Reading)
6. **NEW BUSINESS**
 - 6.a. Review quotes and approve purchase of sewer inspection camera
 - 6.b. Review USPS Lease
 - 6.c. **RESOLUTION** 2025-10.2 a resolution to approve the proposed US Post Office Lease Renewal
 - 6.d. Open and review bids for solid waste services RFP.
7. REPORTS: Written reports submitted in advance are available for review in the public copy of meeting material. Submitted reports include Utility Superintendent, Sheriff's Office, Engineer.
* Additions to submitted reports
8. COMMUNICATIONS
9. PUBLIC COMMENT
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

City of Bennet, Nebraska
City Council
Minutes September 23, 2025
Special Meeting

The City Council (“Council”) of the City of Bennet, Nebraska (“City”), convened for a Special Meeting on September 23, 2025 at 7:00 PM, at the Bennet City Hall, 685 Monroe, Bennet, NE 68317, the same being open to the public and preceded by advance publicized notice duly given in compliance with the Open Meetings Act, having set forth (a) the time, date, and place of the meeting, (b) that the meeting would be open to the public, and (c) that the agenda for the meeting, kept continuously current, was available for public inspection at the Office of the City Clerk, and posted at the City Office, Post Office, and First Nebraska Bank.

Mayor Ryan Cheney called the meeting to order at 7:00PM and announced the location of the Open Meetings Act. Roll Call. Council Members in attendance were Pete Simmons, Dan Zieg, Josh Buck, Jesse Schmidt, Ryan Cheney. City Clerk Sue Biltoft and City Attorney David Solheim were also in attendance. A quorum being present, the meeting duly commenced with the Pledge of Allegiance.

Consent Agenda:

3.a. MINUTES of September 8, 2025, City Council Regular Meeting Approval

Simmons moved and Zieg seconded a motion to approve Consent Agenda as presented. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion Carried.

Zieg moved and Schmidt seconded a motion to approve the Vasa excavation estimate to prepare site for Maintenance Building. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

Zieg moved and Simmons seconded a motion to approve **Resolution** 2025-9.7 approving Budget 2025/2026 for the City of Bennet. Roll call vote: YES: Zieg, Buck, Schmidt, Simmons. Motion carried.

Mayor Cheney introduced **Ordinance** 2025-9.1, to amend city code 32.02 relating to the membership of the Board of Adjustment.

Zieg moved approval of 1st reading and Simmons seconded. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Zieg moved and Schmidt seconded a motion to adjourn at 7:19PM. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

Date	Name	Memo	Credit
10/13/2025	ABC Termite & Pest Control Inc.	Pest Control	\$150.00
10/13/2025	AERO-MOD Inc	Supplies	\$950.09
09/19/2025	AFLAC	P1D6K4L8, P1D6K4L6, P1D6K4L4, P1DS	\$323.60
09/19/2025	AFLAC Dental & Vlsion	AFVDM2T, AFVVP2SG	\$129.84
10/13/2025	Almquist Maltzahn Galloway & Luth, CPA	Budget	\$4,250.00
10/13/2025	Automatic Systems Co.	WWTP UV Repair	\$2,275.00
10/13/2025	Black Hills Energy	Gas Utility	\$49.76
10/13/2025	Casey's General Stores, Inc.	Fuel	\$2.42
10/13/2025	Core & Main LP	Water meter supplies	\$178.18
10/13/2025	Farmers Coop Dorchester	Tire Repair	\$25.00
09/30/2025	First Nebraska Bank	ACH Fees	\$72.25
10/13/2025	GreatAmerica Financial Svcs	Copier Lease	\$175.00
10/13/2025	Hamilton Equipment Co.	Repair Skid Steer	\$274.71
10/13/2025	Hochstetler, David	Inspections	\$90.00
09/19/2025	IRS/Department of Treasury	Employee Withholding	\$2,293.48
10/03/2025	IRS/Department of Treasury	Employee Withholding	\$1,593.24
10/13/2025	Kreifels, Jeff	Inspector	\$45.00
10/13/2025	Lancaster County Sheriff	August 2025 Patrol Services	\$1,379.91
10/13/2025	LARM	Ins Audit	\$166.91
10/13/2025	Lincoln Winwater Works Co.	Water Tap Supplies	\$377.92
10/13/2025	Lovell Excavating	Maintenance & Repair	\$1,162.00
09/19/2025	LPL Financial	Employees IRA's	\$379.20
10/03/2025	LPL Financial	Employee IRA's	\$259.20
10/13/2025	Menards	Supplies	\$46.96
10/13/2025	Midwest Labs	Effluent test & Supplies	\$138.70
10/13/2025	NE Code, Consulting & Inspections	Building inspections	\$570.00
10/13/2025	NE Public Health Environmental Lab	Testing	\$30.00
10/13/2025	Nebraska City Utilities	Electricity	\$4,122.35
09/19/2025	Nebraska Dept. of Revenue	Employee Withholding	\$349.48
10/03/2025	Nebraska Dept. of Revenue	Employee Withholding	\$288.99
10/07/2025	Nebraska Dept. of Revenue	Sales Tax	\$1,274.11
09/29/2025	Nebraska Dept. of Revenue	Waste Reduction tax	\$25.00
10/13/2025	Olsson Inc.	SS4A Safety Action Plan	\$43,750.00
10/13/2025	Olsson Inc.	Engineering	\$4,541.39
10/13/2025	One Call Concepts, Inc.	Diggers Hotline	\$30.30
10/13/2025	Rural Water District No. 1	Water	\$11,056.00
10/13/2025	Sams Club MC/Synch	Services & Supplies	\$1,956.31
10/13/2025	Solheim Law Firm	Legal	\$2,552.50
10/13/2025	The Voice News	Publications	\$453.58
10/13/2025	Union Bank	Bond Admin	\$7,046.32
10/13/2025	Uribe Refuse Services, Inc.	Refuse	\$2,245.08
10/13/2025	Van Kirk Sand & Gravel Inc.	Bennet Water Main Extensions	\$26,196.70
10/13/2025	Verizon Wireless	Cell Phones	\$200.78
10/13/2025	Visa	Supplies	\$2.72
10/13/2025	Windstream	City phones & Internet	\$139.61
	Wages & Stipends		\$14,049.62
	Mayor & Council Pay		\$1,754.66

	Jul-25	Aug-25	Sep-25
(B) 2 VLG Checking	\$214,770.51	\$318,220.91	\$209,410.36
(B) 2009 Sewer Bond MM	\$117,871.84	\$141,521.83	\$142,905.07
(B) Park Improvement Savings (1/4)	\$12,701.65	\$12,701.65	\$12,735.27
(B) KENO Community Betterment	\$18,201.03	\$18,444.15	\$18,629.56
(B) KENO Prize Reserve	\$33,818.42	\$34,901.89	\$35,157.86
Subtotal Bennet First Nebraska	\$397,363.45	\$525,790.43	\$418,838.12
(U) ICS Account #298	\$1,103,182.24	\$1,106,823.37	\$1,110,292.16
(U) CD - Water Sinking 5/29/25	\$16,821.70	\$16,821.70	\$16,997.24
(U) CD -Sewer Sinking 5/29/25	\$16,821.70	\$16,821.70	\$16,997.24
(U) Housing Rehab Savings (6mo)	\$819.88	\$819.88	\$820.62
(U) Value Edge MM	\$3,605.75	\$1,014.21	\$1,014.95
Subtotal Union Bank	\$1,141,251.27	\$1,142,300.86	\$1,146,122.21
Petty Cash	\$65.00	\$65.00	\$65.00
TOTALS	\$1,538,679.72	\$1,668,156.29	\$1,565,025.33

RESOLUTION NO. 2025-10.1

A RESOLUTION APPROVING THE REAPPOINTMENT OF TWO PLANNING COMMISSION MEMBERS 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 two (2) of such members expires on October 13, 2025, and the Mayor has recommended reappointment of the members for additional terms.

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 individuals to the City Planning Commission for the terms so indicated:

<u>Kevin Hiett</u>	For a term expiring October 9, 2028
<u>Russ Jones</u>	For a term expiring October 9, 2028

PASSED ON THIS _____ day of _____, 2025.

ATTEST:

City Clerk/Treasurer

Mayor

(SEAL)

CERTIFICATE OF PAYMENT: 5



Date of Issuance: September 10, 2025

Project: Bennet Water Main Extensions

Project No.: 021-8961

Contractor: Van Kirk Bros Contracting - PO Box 585, Sutton, NE 68979

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: VAN KIRK BROS.

Value of Work Completed To Date: \$ 361,769.00

Original Contract Cost: \$ 349,996.00
 Approved Change Orders:
 No. 1 \$9,250.00
 No. 2 \$16,822.00
 No. 3 \$ (7,300.00)

Total Contract Cost: \$ 368,768.00

Value of completed work and materials stored to date \$ 361,769.00
 Less retainage percentage 0% \$ -
 Net amount due including this estimate \$ 361,769.00

Less: Estimates previously approved:

No. 1 \$184,082.82 No. 3 \$40,423.92 No. 5 _____
 No. 2 \$74,445.36 No. 4 \$36,620.20 No. 6 _____

Total Previous Estimates: \$ 335,572.30

NET AMOUNT DUE THIS ESTIMATE: \$ 26,196.70

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc:

OLSSON

By: _____

9-10-2025

Bennet Water Main Extensions

Sponsor: City of Bennet, NE

Date: September 10, 2025

OA Project No.: 021-8961

Invoice No.: 5

Contractor: Van Kirk Bros

PO Box 585, 1200 W. Ash

Sutton, NE 68979

Item No.	Item Description	Contract Quantities	Unit	Estimated Quantities To Date	Unit Price	Amount
1	Mobilization	1	LS	1	\$40,000.00	\$ 40,000.00
2	Construction Staking	1	LS	1	\$5,885.00	\$ 5,885.00
3	Seeding/Restoration	1	LS	1	\$4,060.00	\$ 4,060.00
4	Remove and Replace 4" Crushed Rock Surface	194	SY	194	\$23.00	\$ 4,462.00
5	Remove 4" Water Main	670	LF	186	\$21.00	\$ 3,906.00
6	8" Bore in Place Water Main	287	LF	287	\$100.00	\$ 28,700.00
7	8" PVC Water Main	3,490	LF	3,602	\$48.00	\$ 172,896.00
8	Reconfigure Existing Fire Hydrant Assembly	2	EA	3	\$1,540.00	\$ 4,620.00
9	Type II Fire Hydrant Assembly	3	EA	2	\$7,075.00	\$ 14,150.00
10	2" Service Line Connection	3	EA	6	\$1,535.00	\$ 9,210.00
11	Connect to Existing Water Main.	5	EA	7	\$1,065.00	\$ 7,455.00
12	8" x 8" x 8" Tee, MJ	3	EA	3	\$795.00	\$ 2,385.00
13	8" x 8" x 4" Tee, MJ	1	EA	1	\$1,095.00	\$ 1,095.00
14	8" x 6" x 6" Tee, MJ	1	EA	4	\$1,095.00	\$ 4,380.00
15	8" Gate Valve, MJ	11	EA	9	\$3,205.00	\$ 28,845.00
16	8" Plug, MJ	3	EA	3	\$260.00	\$ 780.00
17	8" x 6" Reducer, MJ	2	EA	3	\$970.00	\$ 2,910.00
18	8" 45 Degree Fitting, MJ	8	EA	6	\$568.00	\$ 3,408.00
19	8" 45 Degree Wye Fitting, MJ	2	EA	2	\$905.00	\$ 1,810.00
20	RC Tee Thrust Block	5	EA	8	\$120.00	\$ 960.00
21	RC Plug Thrust Block	3	EA	3	\$120.00	\$ 360.00
22	RC 45 Degree Thrust Block	10	EA	6	\$120.00	\$ 720.00
X1.1	4" Inserta Valve	1	EA	1	\$ 9,250.00	\$ 9,250.00
X2-1	Deep Trenching	200	LF	200	\$ 17.50	\$ 3,500.00
X2.2	Utility Potholing to Locate Existing Water Main	5	EA	5	\$ 500.00	\$ 2,500.00
X2.3	Remove and Relay CMP Culvert	50	LF	50	\$ 42.00	\$ 2,100.00
X2.4	Remove and Replace HDPE Culvert	21	LF	21	\$ 102.00	\$ 2,142.00
X2.5	6" Hydrant Valves/Couplings/Elbows	2	EA	2	\$ 2,930.00	\$ 5,860.00
X2.6	Thrust Collars	2	EA	2	\$ 360.00	\$ 720.00
X3-1	4" Inserta Valve	1	EA	-1	\$ 9,250.00	\$ (9,250.00)
X3-2	4" Gate Valve	1	EA	1	\$ 1,950.00	\$ 1,950.00
						\$ -
					Stored Materials	\$ -
					Grand Total	\$ 361,769.00
					Less 0% Retained	\$ -
					Less Previous Estimates	\$ 335,572.30
					Total Due Contractor	\$ 26,196.70

NEBRASKA

Good Life Great Journey

DEPARTMENT OF TRANSPORTATION

Comprehensive Annual Banner Application and Banner Permit

Applicant: (name and address)

City of Bennet
685 Monroe Street
PO Box 255
Bennet, NE 68317

Date:

12-23-24

Phone:

402-782-3300

Fax:

Email:

CityClerk@cityofbennet.com

Purpose of Application:

It is the City or Village's desire to obtain permission from the Nebraska Department of Transportation (NDOT) to install banners within the state highway right of way during calendar year 2025. The banners erected will be for the following purposes:

1. to announce plans for upcoming events, or,
2. to promote community pride and spirit, or,
3. to serve as a non-message decoration.

NDOT Authority:

Neb. Rev. Stat. 39-1359 provides the Department authority to control the use or occupancy of state highway right-of-way. Section 39-1359 states as follows: "The rights-of-way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department."

Criteria for Placement, Restrictions and Limitations, and Permit Requirements:

The City or Village affirms and declares that they accept and will abide by the NDOT Banner Policy, dated July 1, 2005. The NDOT, by approving the City or Village's application, does so on the basis of the City or Village's affirmation and declaration.

Cancellation/Revocation of Permit:

The permit issued by the NDOT may be cancelled or revoked when the NDOT has actual knowledge that the City or Village has failed to comply with the provisions of this permit. In the event that the City or Village has failed to remove any banners upon request by the NDOT, the NDOT reserves the right to remove any or all banners at the expense of the Village or City.

City of Bennet

City or Village

City Clerk/Treasurer

Title of representative

Sue Biltoff

By (printed name)

JWB

Signature

Nebraska Department of Transportation

Brandon Varilek

District Engineer approval

11/2/25

Date



CITY OF BENNET COUNCIL MEETING AGENDA REQUEST FORM

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

Brief explanation of issue presented for discussion:

Request Council approve resolution to hang a banner across Monroe St. advertising Christmas in the Park.

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: 9-4-25

Meeting Date: 10-13-25

Received By: Jill

NEBRASKA



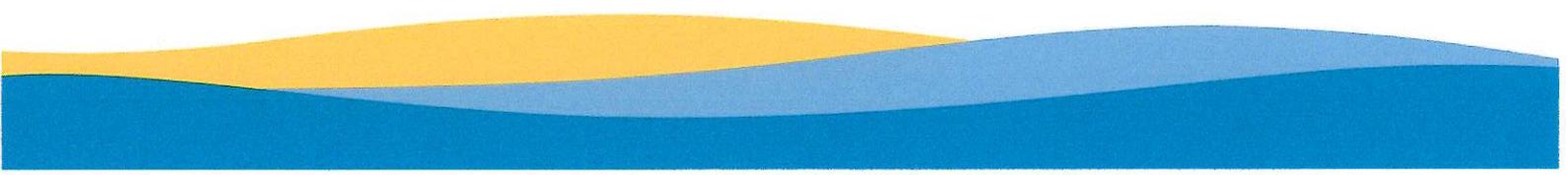
Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

BANNER POLICY

Effective Date

April 18, 2019



BANNER POLICY

1. Purpose and Authority

- a. To prescribe policy and procedures for permitting Banners within State Highway Right-of-Way.
- b. State and federal law prohibits commercial advertising on public right-of-way. Therefore, the Banners allowed pursuant to this policy may not include commercial advertising of any kind. Any message on a Banner shall not include the name, symbol, slogan or any identifying feature of a person, a business, a commercial product, or a private activity. Refer to Section 3. e. Banners may be allowed for only the following purposes:
 - (1) to announce plans for an upcoming Event,
 - (2) to promote community pride and spirit, or
 - (3) to serve as a non-message decoration.
- c. Neb. Rev. Stat. 39-1359 provides the Department authority to control the use or occupancy of State Highway right-of-way. Section 39-1359 states as follows: "The rights-of-way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department."

2. Definitions

- a. A Banner is any device, display, decoration, flag, pennant, symbol, badge or object affixed to or hung from a pole lawfully located on the right of way of a State highway. For purposes of this policy, the State will only allow the following two types of Banners:
 - (1) Pole Mounted Banner is a Banner attached to a single existing pole.
 - (2) Over-the-Highway Banner is a Banner which extends over the traveled lanes of the highway and shall not be attached to light poles with breakaway devices.
- b. An Event is a federal, state or local celebration, occasion, occurrence, happening, gathering, remembrance, or other similar event, that is observed by or open to the general public, is of limited duration and frequency and has been formally sanctioned or sponsored by the governing body of the village or city. Any federal or state observed holiday is an event.
- c. Freeway shall mean a divided arterial highway for through traffic with full control of access which has grade separations and interchanges and no at grade intersections.
- d. Interchange shall mean a grade-separated intersection with one or more turning roadways for travel between any of the highways radiating from and forming part of such intersection.
- e. Ramp Terminal shall mean that portion of a ramp adjacent to the through traveled way, including speed change lanes and tapers.

3. Criteria for Placement

- a. Applicant, Owner, Location and Installation:
 - (1) The City or Village must be the applicant, responsible party and installer of Banners, except: in lieu of installation by the City or Village forces, the installation or any part thereof may be performed by a contractor hired and directly supervised by the City or Village.

- (2) Banners are allowed only within the City or Village corporate limits.
- b. Size and Installation Dimensions:
- (1) Pole Mounted Banners shall be limited to a surface area of 20 square feet per pole.
 - (i) Up to two American Flags may be added per pole provided the American Flags do not exceed 24 square feet per flag.
 - (ii) All banners and American Flags purchased on or before the effective date of this policy that do not conform to these size requirements will be allowed to be used until January 1, 2007.
 - (2) Over-the-Highway Banners shall not be more than three feet wide. The length will be sufficient to fit between the poles to which it is affixed.
 - (3) If the Pole Mounted Banner is in an area with curbs the following two options exist:
 - (i) If the banner is behind the face of the curb, the bottom of the banner shall be at least eight feet above the elevation of the sidewalk or ground.
 - (ii) If the banner extends beyond the curb, the bottom of the banner shall be at least twelve feet six inches (12' 6") above the shoulder and no closer than four feet from the nearest driving lane, as measured from the white line.
 - (4) If the Pole Mounted Banner is in an area without curbs the following two options exist:
 - (i) If the banner overhangs a sidewalk or ground that is not a shoulder, the bottom of the banner shall be at least eight feet above the elevation of the sidewalk or ground and not closer than four feet from the edge of the nearest driving lane, as measured from the white line.
 - (ii) If the banner overhangs the shoulder of the highway, the bottom of the banner shall be at least twelve feet six inches (12' 6") feet above the elevation of the shoulder and not closer than four feet from the edge of the nearest driving lane, as measured from the white line.
 - (5) Over-the-Highway Banners shall vertically clear the pavement by at least 18 feet and there shall be only one for each entrance to the City or Village.
 - (6) In any instance where a local ordinance is more restrictive the local ordinance will prevail.
- c. Spacing:
- (1) Banners shall not be within 50 feet of a stop sign that is used for stopping traffic on the highway.
 - (2) Banners shall not be within 50 feet of a traffic signal.
- d. Material: Banners shall be made of durable material.
- e. Appropriate Message: The banner shall not have displayed thereon any service, consumer good, message, legend, symbol, notations, slogans or identifying feature which:
- (1) may be construed to advertise, promote the sale of, or publicize any merchandise or commodity,
 - (2) identifies any living person, or,
 - (3) identifies any private company, private corporation or private business, whether they are for profit or non-profit.

f. **Banners to be Placed on Existing Poles:** The banners must be attached to a pole which is permanently located in the right of way and conforms to the following requirements:

- (1) A load rating analysis, signed and sealed by a registered professional engineer, may be required when banners are to be placed on light poles that contain a breakaway device.
- (2) The District Engineer, in the District in which the banner is located, will decide if the load rating analysis is necessary.
- (3) If necessary, the load rating analysis shall certify that the specific light poles, which are used to support the banners, will handle the additional load placed on the structures by the banner and attachments, and will not exceed the loading design requirement of the light pole.
- (4) Copies of load rating analysis previously submitted are acceptable for subsequent applications if all conditions remain the same.
- (5) A utility pole not owned by the State or City may be considered for affixing Banners only upon the express written consent of the owner of the pole.

g. **Illumination:**

- (1) Illumination will be allowed only on pole mounted holiday decorations in which beams or rays of light are not directed at any portion of the traveled way or which are not of such intensity or brilliance as to cause glare or to impair the vision of the driver of a motor vehicle.
- (2) All other banners will not be illuminated.

h. **Duration:**

- (1) Pole Mounted Banner permits are valid for one year, unless terminated by either party.
- (2) Over-the-Highway Banner permits are valid for a period of time not to exceed four weeks before the event and shall be removed not more than two days after the event; however, Over-the-Highway Banners shall not occupy the right-of-way for a total duration of more than 50 days.

4. Restrictions and Limitations

- a. **Highways On Which Banners Are Not Allowed.** Banners will not be allowed on freeways or Interstate highways.
- b. **Placement Supports.** No banners shall be attached to:
 - (1) Traffic control devices such as signal poles.
 - (2) Sign structures.
 - (3) Bridges or overpass structures.
- c. **Ramp Terminals.** Banners may not be placed within 500 feet of the end of the ramp terminal on highways with interchanges.
- d. **Sight Obstructions.** No banner shall obstruct the view of traffic or any traffic control devices.
- e. **Obstructing Traffic.** No banner shall be allowed to obstruct, impede or endanger the flow of traffic.

- f. **Resemble traffic control signs, signals, marking devices.** Banners shall not appear to direct the movement of traffic, obscure, or interfere with the effectiveness of, imitate or resemble any official traffic signal, sign or device or otherwise be a traffic hazard or distraction.
 - g. **Construction Projects.** In the event future highway construction or maintenance requires any alteration, relocation or removal of the banner, the City or Village shall perform such work as requested and without expense to the NDOT.
 - h. **Removal by NDOT.** Banners may be removed by NDOT at any time, after 30 day written notice, if in the sole discretion of the NDOT, the banner is damaged, faded, neglected, becomes unsightly, or does not comply with the requirements of this policy. The City or Village shall reimburse the NDOT its costs to remove any Banner that is not promptly removed by the City or Village after notice from the NDOT. The removed Banners will be stored in the nearest NDOT Maintenance Yard for 30 days after removal.
5. Permit Requirements are the same as for any other use or occupancy of the State Highway right-of-way, which are:
- a. **Application.** The City or Village must complete the appropriate application form. The form may be obtained at <http://dot.nebraska.gov/business-center/permits/row/banners/> or by contacting the District Engineer.
 - b. **Restrictions and Specific Instructions.** The NDOT may prescribe and define any terms and conditions deemed necessary and/or in the best interest of the public.
 - c. **Approved Permit.** The City or Village must have an approved permit before commencing any work on the right-of-way
 - d. **Indemnify and Hold Harmless:** The City or Village agrees to accept full responsibility to the public for loss or damage caused by their installation, operation, maintenance or removal of Banners on the highway right of way. The City or Village will hold the State harmless from any suits brought against the State arising out of the installation, occupancy, or removal of any Banner on the State's right-of-way. The City or Village will, when required by the State, provide or cause to be provided proper insurance coverage for public protection and employee protection during installation, maintenance or removal of any Banner.
 - e. **Safety Measures:** The City or Village will be solely responsible for all appropriate safety measures to be taken when installing, maintaining and removing banners to ensure the safety of the traveling public as well as the safety of those installing or removing the banners.
 - f. **Traffic Control Measures:** The traveling public shall be protected from the activities of the City or Village by means of signs, flagmen and traffic control devices as determined by the City or Village in accordance with the Manual of Uniform Traffic Control devices for Streets and Highways and in accordance with any traffic control plans that are attached to the permit.
 - g. **Cancellation/Revocation of Permit:** The permit issued by the NDOT may be cancelled or revoked, after 30 days written notice, when the NDOT has actual knowledge that the City or Village has failed to comply with the provisions of the permit or this Policy. In the event that the City or Village has failed to remove any Banners upon request by the NDOT, the NDOT reserves the right to remove any or all Banners at the expense of the Village or City. The removed Banners will be stored in the nearest NDOT Maintenance Yard for 30 days after removal.
 - h. **Performance Guarantees:** Performance Guarantees for Banner Permits will be waived for Cities and Villages, except when the past performance of the City or Village on previous banner permits requires the necessity of a Performance Guarantee.

ORDINANCE NO 2025-8.1

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

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

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

§ 52.02 RATES.

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

(A) *Residential rate.*

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

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

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

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

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

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

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

(B) *Non-residential rate.*

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

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

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

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

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

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

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

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

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

(C) *Non-resident rate.*

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

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

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

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

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

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

(D) *Bulk rate.*

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

(E) *Waivers / Credits.*

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

Ryan Cheney, Mayor

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

Sue Biltoft, Village Clerk

ORDINANCE NO 2025-8.1

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

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

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

§ 52.02 RATES.

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

(A) *Residential rate.*

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

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

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

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

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

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

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

(B) *Non-residential rate.*

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

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

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

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

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

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

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

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

(C) *Non-resident rate.*

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

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

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

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

(D) *Bulk rate.*

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

(E) *Waivers / Credits.*

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

Ryan Cheney, Mayor

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

Sue Biltoft, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA TO AMEND CITY CODE PROVISIONS TO SET THE CITY COUNCIL OF BENNET, NEBRASKA AS THE BOARD OF ADJUSTMENT; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR PUBLICATION; AND TO SET AN EFFECTIVE DATE.

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

Section 1. Sections 32.02 of the Bennet City Code is hereby amended as follows:

32.02 Board of Adjustment

(A) If the City Council adopts zoning or other regulations pursuant to Neb. Rev. Stat. 19-901 et seq., except as provided in division (B) below, the City Council shall provide for the appointment of a Board of Adjustment. Any actions taken by the Board of Adjustment shall not exceed the powers granted by division (F) below.

(Neb. Rev. Stat. 19-907)

(B) If the county has adopted a comprehensive development plan, as defined by Neb. Rev. Stat. 23-114.02, and is enforcing zoning regulations based upon such a plan, the zoning Board of Adjustment of the county shall, upon request of the City Council, serve as the zoning Board of Adjustment for the city. If the city is located in more than one county, it shall be served by request or otherwise only by the county zoning Board of Adjustment of the county in which the greatest area of the city is located, and the jurisdiction of such county zoning Board of Adjustment shall include all portions of the city and its extraterritorial control, regardless of county lines.

(Neb. Rev. Stat. 19-912.01)

~~(C) (1) The Board of Adjustment shall consist of five regular members, plus one additional member designated as an alternate who shall attend and serve only when one of the regular members is unable to attend for any reason, each to be appointed for a term of three years and removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One member only of the Board of Adjustment shall be appointed from the membership of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board of Adjustment. The first vacancy occurring on the Board of Adjustment shall be filled by the appointment of a person who resides in the extraterritorial zoning jurisdiction of the city at such time as more than 200 persons reside within such area if the Board of Adjustment does not already include such a person. Thereafter, at all times, at least one member of the Board of Adjustment shall reside outside of the corporate boundaries of the city but within its extraterritorial zoning jurisdiction. Regular, voting members of the Board of Adjustment shall consist of the members of the City Council. The Mayor and the Chair of the Planning Commission shall be non-voting members.~~

(2) The Board of Adjustment shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to Neb. Rev. Stat. 19-901 to 19-914. Meetings of the Board of Adjustment shall be held at the call of the Chairperson and at such other times as the Board of Adjustment may determine. Such Chairperson, or in his or her absence the Acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board of Adjustment and shall be a public record.

(Neb. Rev. Stat. 19-908; 19-911)

(D) ~~A number of members equal to a majority of the number of regular voting members appointed to~~ of the Board of Adjustment shall constitute a quorum for the transaction of any business. All members of ~~an appointed~~ the Board of Adjustment shall serve without compensation ~~and shall hold no other city office except for the member of the Planning Commission appointed to serve on the Board of Adjustment.~~ No member of the Board of Adjustment shall serve in the capacity of both Chairperson and Secretary of the Board of Adjustment. The Secretary shall keep the full and correct minutes and records of all meetings and file them with the City Clerk where they shall be available for public inspection during office hours.

(E) Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board, or bureau of the city affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board of Adjustment, by filing with the officer from whom the appeal is taken and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Adjustment, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.

(Neb. Rev. Stat. 19-909)

(F) (1) The Board of Adjustment shall, subject to such appropriate conditions and safeguards as may be established by the City Council, have only the following powers:

(a) To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the

location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made by the City Council or Planning Commission regarding a conditional use or special exception under Neb. Rev. Stat. 19-929(3);

(b) To hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map; and

(c) When by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any enacted regulation under Neb. Rev. Stat. 19-901 and 19-903 to 19-904.01 and division (C) above and this division (F) would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution.

(2) (a) No such variance shall be authorized by the Board of Adjustment unless it finds that:

1. The strict application of the zoning regulation would produce undue hardship;
2. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;
3. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and
4. The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

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

(3) In exercising the powers granted in this division (F), the Board of Adjustment may, in conformity with Neb. Rev. Stat. 19-901 to 19-915, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which it is required to pass under any such regulation or to effect any variation in such regulation.

(Neb. Rev. Stat. 19-910)

(G) Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment, or any taxpayer, or any officer, department, board, or bureau of the city, may present to the district court a petition duly verified, setting forth that such decision is illegal, in whole or in part, and specifying the grounds of such illegality. Such petition must be presented to the court within 15 days after the filing of the decision in the office of the Board of Adjustment. Upon the filing of such petition a summons shall be issued and be served upon the Board of Adjustment, together with a copy of the petition. Return of service shall be made within four days after the issuance of the summons. Within ten days after the return day of such summons, the Board of Adjustment shall file an answer to the petition which shall admit or deny the substantial averments of the petition and shall state the contentions of the Board of Adjustment with reference to the matters in dispute as disclosed by the petition. The answer shall be verified in like manner as required for the petition. At the expiration of the time for filing answer, the court shall proceed to hear and determine the cause without delay and shall render judgment thereon according to the forms of law. If, upon the hearing, it appears to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a referee to take such evidence as it may direct and report the same to the court with his or her findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made. The court may reverse or affirm, wholly or partly, or may modify the decision brought up for review. The appeal to the district court shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the Board of Adjustment and on due cause shown, grant a restraining order. Any appeal from such judgment of the district court shall be prosecuted in accordance with the general laws of the state regulating appeals in actions at law.

(Neb. Rev. Stat. 19-912)

Statutory References:

City Council may constitute Board of Adjustment, see Neb. RS 19-911.

Cross References:

Zoning regulations, see Chapter 152

Variance procedure for floodplains, see Chapter 154

Section 2. All conflicting provisions in the Code of Bennet are hereby repealed. All other provisions of the Code of Bennet shall remain in full force and effect except as set forth herein.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Ryan Cheney, Mayor

ATTESTED AND PUBLISHED IN A BOOK OR PAMPHLET FROM WITHIN FIFTEEN (15)
DAYS OF PASSAGE ON THE ___ DAY OF _____, 2025.

Sue Biltoft, City Clerk

Key System Features

- Handles pipe diameters from 6 to 48 inch across various pipe materials.
- Dual 91W brushless DC motors, 35° climbing, continuously variable speed up to 108 feet/min.
- 3MP digital HD camera with 360° axial rotation, 270° tilt, autofocus, and 160x zoom (10x optical, 16x digital); 2MP rear camera.
- Adjustable high-intensity LEDs.
- Samsung Galaxy Tab S10 Ultra tablet interface (wired/wireless), touchscreen, Bluetooth controller.
- Camera lift offering up to 12 inch camera center height.
- Quick-change wheel design with five size options.
- Aviation-grade twist-lock cable connectors.
- One-button camera scan, automated cable rewind, directional/adaptive cruise mode.
- Built-in 512Hz sonde.
- Portable reel with four wheels and a handle.



Smart Control Station

Samsung Galaxy Tab S10 Ultra with app for full inspection control: live preview, video recording, defect grading, cable length, lift height, crawler speed, GPS location identification, preloaded damage catalog, inclination.

Safety Design

IP68 waterproof crawler body with real-time monitoring: air pressure, tilt, rollover prevention, and emergency stop.

Sewer CCTV Inspection Report

Insp. Date:2025-03-12
 Pipe Length:0.00ft
 Pipe Diameter:in
 Pipe Material:PVC
 Pipe Segment:12~14

Start MH No.:12
 End MH No.:14
 Insp. Direction:Upstream
 Inspector:
 Site:shop

Severity	
5	Most significant
4	Significant
3	Moderate
2	Minor to Moderate
1	Minor

	Dist(ft)	Code	Observation	Clock Pos	Picture
0.00					
	49.30	S	Minor,TRULY	Position: 00 to 00	
21.16					
	49.30		None,TRULY	Position: 00 to 00	
42.32					
	54.50		None,TRULY	Position: 00 to 00	
63.48					
	137.50		None,TRULY	Position: 00 to 00	
84.64					
	211.60	M	Significant,TRULY	Position: 00 to 00	
105.80					
126.96					
148.12					
169.28					
190.44					
211.60					

Insp. Date:2025-03-12 Pipe Length:0.00ft Pipe Diameter:in Pipe Material:PVC Pipe Segment:12~14	Start MH No.:12 End MH No.:14 Insp. Direction:Upstream Inspector: Site:shop	Severity
		5 Most significant 4 Significant 3 Moderate 2 Minor to Moderate 1 Minor

Distance	Fault Observation	Time	Picture
49.30ft	Defect Group:Structural Defect: Sub Defect: Severity:Minor Continuous:TRULY Remark: Position: 00 to 00 Defect Length :0.0 in	00:04:52	
49.30ft	Defect Group: Defect: Sub Defect: Severity:None Continuous:TRULY Remark: Position: 00 to 00 Defect Length :0.0 in	00:06:28	
54.50ft	Defect Group: Defect: Sub Defect: Severity:None Continuous:TRULY Remark: Position: 00 to 00 Defect Length :0.0 in	00:07:19	
137.50ft	Defect Group: Defect: Sub Defect: Severity:None Continuous:TRULY Remark: Position: 00 to 00 Defect Length :0.0 in	00:12:25	
211.60ft	Defect Group:Miscellaneous Features Defect:blockage Sub Defect: Severity:Significant Continuous:TRULY Remark:Grade 4 Position: 00 to 00 Defect Length :0.0 in	00:23:12	

IRIS HD

Mainline Crawler

PORTABLE • POWERFUL • ACCURATE

Integrated Remote Inspection System

Mainline sewer inspection system for pipeline maintenance and damage detection.



Key Features

- Brushless DC motors for strong traction
- 3MP Digital HD Camera with 10x optical zoom
- Motorized Camera Lift up to 12"

Applications

- Municipalities
- Contractors
- Civil and Environmental Engineers
- DOT
- Water Reclamation

System Includes

- High-definition 3MP digital camera with LED lighting, autofocus, 360° rotating and 270° tilt camera
- Crawler with auto scan, rewind, and cruise
- Samsung Galaxy Tab S10 Ultra flagship tablet with custom app for full inspection control
- Aviation-grade cable connectors
- Built-in 512 Hz Sonde
- Quick-Change Wheel Design with five size options
- PS5 Bluetooth Controller

PRODUCT OVERVIEW

The IRIS HD Crawler Inspection System is an integrated remote inspection system equipped with a 3-megapixel digital HD color camera, motion posture sensors, intelligent control terminal, high-power LED lighting, and automatic cable management. It delivers real-time imaging and video recording for sewer and storm water inspection applications. The system supports on-site inspection reports for project evaluation, acceptance, maintenance, and repair options.

KEY SYSTEM FEATURES

- Pipe Range: Handles diameters from 6 inch to 48 inch across various pipe materials.
- Drive: Dual 91W brushless DC motors, 35° climbing, continuously variable speed up to 108 feet/min.
- Camera: 3MP digital HD camera with 360° axial rotation, 270° tilt, autofocus, and 160x zoom (10x optical, 16x digital); 2MP rear camera.
- LED Lighting: Adjustable high-intensity LEDs.
- Control Station: Samsung Galaxy Tab S10 Ultra tablet interface (wired/wireless), touchscreen, Bluetooth controller.
- Camera Lift: Up to 12 inch camera center height.
- Wheel Exchange: Multiple wheel sizes.
- Connections: Aviation-grade twist-lock cable connectors.
- Auto Scan, Rewind, Cruise: One-button camera scan, automated cable rewind, directional/adaptive cruise mode.
- Locator: 512Hz sonde.
- Reel: Portable. Four wheels with handle.



SMART CONTROL STATION

Samsung Galaxy Tab S10 Ultra with app for full inspection control: live preview, video recording, defect grading, cable length, lift height, crawler speed, GPS location identification, preloaded damage catalog, inclination.

SAFETY DESIGN

IP68 waterproof crawler body with real-time monitoring: air pressure, tilt, rollover prevention, and emergency stop.

ESTIMATE

Jet Line Sales & Service LLC
7505 County Road 103 SW
Kensington, MN 56343-9035

office@jetlinesales.com
+1 (855) 538-8665
www.JetLineSales.com



Bill to

City of Bennet, NE
685 Monroe Bennet
Bennet, NE 68317

Estimate details

Estimate no.: 2106
Estimate date: 09/26/2025
Expiration date: 10/26/2025

#	Product or service	Description	Qty	Rate	Amount
1.		Sourcewell Quote Rausch Contract #120721-RAU Bennet, NE account #179631			
2.	OCDKS40	OMICRON Drive KS40 SD Bundle includes: 111701 - Control Unit Assy, Rausch-TAB HD with 2nd Joystick 111500 - System, Omicron Mobile Inspection Unit 111554 - Omicron Mobile Inspection Unit With Tractor Operation EW1841 - Cable, RAU 7.7 Shielded HD 650FT 111616 - Tractor, C90 HD and SD 111404 - Tractor Accy, Height Adjustment C/L 90 111504 - Camera, KS 40 SD 111543 - OMICRON, Power Supply Battery and Charger	1	\$60,000.00	\$60,000.00
3.	Discount	5% Sourcewell Discount	1	-\$3,000.00	-\$3,000.00
4.	US8049L	Software, POSM Lite, License Package including 1 year	1	\$5,282.00	\$5,282.00
5.	Discount	5% Sourcewell Discount	1	-\$264.10	-\$264.10
6.	TRAINING	On-site training at customer location per day	1	\$1,700.00	\$1,700.00

Subtotal

\$63,717.90

Total

\$64,467.90

Expiry
date

10/26/2025

Accepted date

Accepted by

OMICRON

Efficient inspection



Compact High resolution Mobile



Application range from 2" Inches

The Omicron combines two worlds in one TV inspection system and is the first system in the world in full HD for pipe and sewer inspections in push and crawler operation.

Rausch-Tab

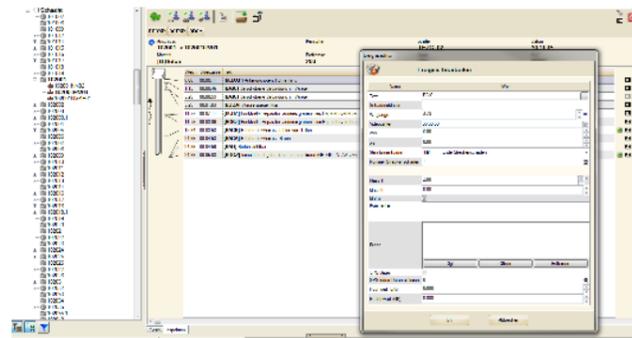
- 12.1" touch screen display
- Integrated PC
- Multifunctional joysticks
- Easy to remove for office work
- Controllable from all PCs, also from other manufacturers

- Wi-Fi capable, LAN capable, USB, HDMI
- The Omicron is compatible and controllable with third-party software via a PC
- Diameter determination

Acquisition software

Basic

- Standard software Basic for image, video and PDF creation



Expansion

- Expandable with fully integrated inspection
- All projects are managed in a clear menu structure and can be exported at any time
- Inspection histories and results can be retrieved in the form of videos, photos, logs and statistics

Omicron

- Omicron is the mobile system with compact transport dimensions
- The removable reel with quick release fastener as well as the simple quick-change system of the wheels support purposeful, effective operation
- Thanks to the variable folding option and rotating capability of the holder, the Rausch-Tab can be optimally adapted to the operating conditions
- The foldable handle and the skids for stairs make the Omicron easy to handle

- In addition to a rechargeable battery operation with exchangeable battery, the system also has a mains adapter
- Optionally, Omicron is available in an explosion-proof version according to Directive 2014/34/EU



Omicron push mode

- SAT 42 camera
- KS 40 camera
- KS 60 DB camera
- KS 60 HD camera
- Up to 260 ft push cable (various stiffnesses)
- Path length measurement in mm resolution
- Expandable with LATRAS for pipeline route measurement
- Determining the diameter

Omicron crawler operation

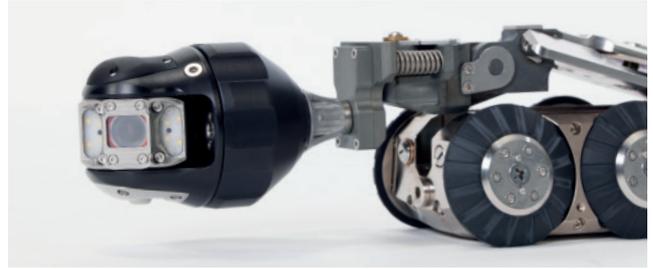
- Crawler C 90 with KS 40 or KS 60 DB camera
- Crawler C 100 with KS 40 camera
- Crawler C 100 with KS 60 DB or KS 60 DB camera
- Up to 650 ft camera cable
- Manual guidance
- Crank handle
- Path length measurement in mm resolution
- Cross lead spindle optional



 **Possible combinations of cameras and crawlers**



KS 60 HD camera
From 4" inches



KS 60 DB camera
From 4" inches



KS 40 camera
From 3" inches



SAT 42 camera
From 2" inches

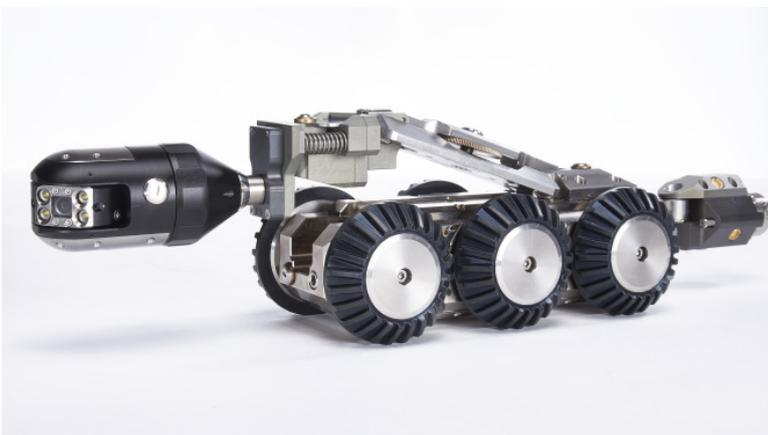
 **LATRAS - Lateral TRACKing System**

The Omicron can be supplemented with the LATRAS sensor head. The documentation is performed using the Rausch-Tab.



LATRAS sensor head

 **Crawler C 90**



Application range
From 4" inches

- For Omicron and Rausch compact systems
- Wear-free drive motors
- Steerable
- 3 drive axles
- 30° bends from 6" inches
- Low center of gravity
- Compact design
- Rigid attachment for small diameters
- Manual height adjustment

- Free software updates and continuous development of new features
- Text database to create damage catalogs
- Multilingual user interface and reports
- Customizable interface (logos, business information, movable data fields)
- Integrated digital meter counter including sensor values

In-Pipe Readout

- Current Project List
- Picture, Record, Pause, Stop and Comment
- Camera Tilt/Pan
- Crawler Angle/Pitch

Export to PDF

- Video Timestamps
- Correlating pictures
- Job descriptions
- Exported to USB device

Optional RiVision Software Modules

- Inclination Creation of Graphics Automatically
- Laser Measurement - Diameter, cracks & deformations
- PACP/LACP Reporting - Compatible with WinCan

Reels	KTA-200	KTA-300	KTM-7x(200)	KTM-7x(125)
				
Cable Length	492'-656'	656' - 1000'	656'	410'
Weight	110 lbs. w/ 200m cable	170 lbs. w/ 300m cable	57 lbs. w/ 200m cable	43 lbs. w/ 125m cable
Features	Motorized Reels: <ul style="list-style-type: none"> • Integrated control unit, meter counter & adjustable traction • Auto positioning cable • Manual or crawler synchronized feed mode 		Manual Reels: <ul style="list-style-type: none"> • Stable stainless steel frame • Integrated digital meter counter • Adjustable break 	

Cameras	RIK-45	RSK-78	RSK-60	RZK-115
				
Pipe Size	3" - 16"	4" - 48"	3" - 24"	6" - 80"
Angle & Swivel	85°	85° & ±110°	68° & ±115°	4°-68° & ±125°
Features	<ul style="list-style-type: none"> • Self-Leveling & Waterproof up to 72.5 PSI or 130 feet • Auto 90° pan & 360° inspection (RSK-78, RSK-60, RZK-115) 			

Crawlers	FWL-100	FWL-150
		
Pipe Size	4" - 40" w/ accessories	6" - 80" w/ accessories
Weight	14.55 lbs.	40.8 lbs.
Camera Elevator	Mechanical (optional)	Electrical (stock)
Features	<ul style="list-style-type: none"> • Tilt measurements • Power supply via control unit 	

RIEZLER

Portable Mainline Crawler

RUGGED • MODULAR • EASY-TO-USE

Reporting Made Easy From 4" to 80"

A customizable mainline sewer inspection system with auto 360 rotation and auto 90 left/right pan.



Key Features

- Free software updates
- Waterproof & pressure alarm
- Steerable

Applications

- Municipalities
- Contractors
- Civil and Environmental Engineers

System Includes

- RiVision Reporting Software
- MSE-600 PRO Hand Controller
- WIFI 6 & 500 GB NVME
- Anti-reflective PCAP Touchscreen
- Built-in Li-ion batteries
- 656' to 1,000' HD Kevlar Cable
- 12.1-inch Display with 1280 x 800 pixels
- Customizable Interface
- 1 x USB 3.1, 1 x USB Type C, 1 x RJ45



July 10, 2024

Dear Postal Service Landlord:

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

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

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

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

Sincerely,

Donald L. Mackey
Director, Facilities Leasing



Feb 04, 2025

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

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

Dear United States Postal Service Landlord,

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

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

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

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

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

Respectfully,

Thomas Edwards



Feb 04, 2025

Sent via Email

VILLAGE OF BENNET
PO BOX 255
BENNET, NE 68317-0255
cityceoaa@cityofbennet.com

RE: USPS Letter of Intent, BENNET MAIN OFFICE (300915-001), 605 MADISON ST,
BENNET, NE 68317-2378

Dear Landlord,

On behalf of the United States Postal Service, I am pleased to present for your consideration the enclosed Letter of Intent to renew the Lease for the above referenced Post Office location.

Additionally, I have included a DRAFT lease for your review.

I have also included for your reference a letter from the USPS regarding the outsourcing of its real estate transactions to Jones Lang LaSalle (JLL).

At your earliest convenience, please review and call Thomas Edwards at 515.802.4684 or thomas.edwards@jll.com to discuss further. I appreciate your cooperation and look forward to working with you to achieve a mutually beneficial Lease Agreement.

Sincerely,

Thomas Edwards

Analyst

Jones Lang LaSalle Brokerage, Inc.
1465 SW Park Square Drive, Suite 201
Ankeny, IA 50023

M +1 515-802-4684

thomas.edwards@jll.com

Licensed in the State of Iowa
Licensed in the State of Nebraska

USPS Letter of Intent – BENNET MAIN OFFICE (BENNET, NE 68317-2378)

Property ID: 300915-001

Date Submitted:	Feb 04, 2025	
Submitted To:	VILLAGE OF BENNET as representative of Landlord	
Submitted By:	Jones Lang LaSalle Brokerage, Inc. as co-broker to Jones Lang LaSalle Americas, Inc., as representative of the Tenant	
Description of Requirement:	Renewal of Lease	
Response Date Requested:	Please submit a written response in the space provided within seven (7) days of receipt.	
Issue	Proposal of Terms	Landlord Response
1. Building:	BENNET MAIN OFFICE, 605 MADISON ST, BENNET, NE 68317-2378	
2. Landlord:	VILLAGE OF BENNET, PO BOX 255, BENNET, NE 68317-0255	
3. Tenant:	United States Postal Service shall be the entity defined in the lease agreement.	
4. Lease Commencement Date:	2/1/2027	
5. Lease Term:	Five (5) years	
6. USPS Lease Form:	This transaction is subject to use of the United States Postal Service's current standard lease form.	
7. Premises:	946 square feet (net interior), please provide a current <i>as-built floor plan and site plan</i> outlining the Premises	
8. Proposed Annual Rent:	\$6,557.00 per annum, <u>inclusive of a market commission</u>	
9. Utilities/Services/Equipment:	Per the terms of the current Lease Agreement: Utilities Services & Equipment Rider	
10. Maintenance:	Per the terms of the current Lease Agreement: Landlord Responsibility	
11. Real Estate Taxes:	Per the terms of the current Lease Agreement: Landlord Responsibility	
12. Parking:	Please outline the current parking arrangement with the USPS; specifically the availability and location of reserved parking, handicap parking, and visitor parking.	
13. Termination Option:	Tenant shall have the right to terminate with at least 30 days advance written notice to Landlord (per the terms of the current lease.)	
14. Renewal Option:	Tenant shall have two (2) renewal options of five (5) years each with at least 0 days advance written notice to Landlord. The annual rent for each option term shall be at a 7% increase over the prior term.	
15. Commissions:	Tenant is represented by Jones Lang LaSalle Brokerage, Inc. as co-broker to Jones Lang LaSalle Americas, Inc.. Tenant requires Landlord to enter into a separate agreement with Broker, under which Landlord agrees to pay Broker a market real estate commission ("Commission") in the amount of \$1,311.40, equivalent to 4 percent (4%) of the total aggregate Lease value. The entire Commission shall be due and payable upon the execution of Lease Agreement or equivalent document.	
16. Required Documentation:	Please provide the following documents with an accepted proposal: <ul style="list-style-type: none"> • Copy of recorded Warranty Deed (confirming ownership) • Completed IRS Form W9 (confirming ownership) • Signing Authority Documentation (e.g., Articles of Incorporation, Enabling Resolution, etc.) 	

This is a non-binding document. This document is not intended, nor should it be interpreted, to be a lease or any other type of contract between Tenant and Landlord. Rather, this letter expresses the general desire of the parties to potentially conduct negotiations concerning a possible real estate lease transaction, with both parties acknowledging that other material terms have not been discussed and that there is no obligation to do so. Either Tenant or Landlord may, for any reason whatsoever or without cause, terminate discussions or negotiations at any time in each party's sole and absolute discretion. Any such termination shall be without obligation or liability whatsoever. Notwithstanding any written or verbal communication(s), or series of communications, to the contrary, Tenant shall not be deemed to have entered into a lease or any other binding agreement unless and until (if at all) (i) the terms and conditions of any such lease or agreement shall have been fully negotiated by Tenant and Landlord, (ii) Tenant's senior management and legal counsel shall have approved the terms and conditions of any such lease or agreement and shall have approved the execution of a formal document intended to evidence the same, and (iii) an authorized representative of both Tenant and Landlord shall have fully executed and delivered a formal agreement of lease to the other. Real estate brokers, tenant representatives, consultants and the like do not have authority to enter into oral or written agreements that are binding upon Tenant.

Agreed and accepted: _____ (sign) Name: _____ Title: _____ Date: _____





Lease (Not to Exceed \$25K)

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



Lease (Not to Exceed \$25K)

Single-Tenant

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

County: Lancaster
Lease: QU0000921715

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

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

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

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

The Landlord has supplied the following systems and equipment:

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

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

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

3. RENT: The Postal Service will pay Landlord an annual rent of: \$6,557.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.



Lease (Not to Exceed \$25K)

Single-Tenant

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

County: Lancaster
Lease: QU0000921715

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

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

Period		Annual Rent
02/01/2032	01/31/2037	\$7,015.00
02/01/2037	01/31/2042	\$7,506.00

provided that the Postal Service send notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

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

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

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

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



Lease (Not to Exceed \$25K)

Single-Tenant

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

County: Lancaster
Lease: QU0000921715

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

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

County: Lancaster
Lease: QU0000921715

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

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

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

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

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

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

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

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

LANDLORD NAME: VILLAGE OF BENNET

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone No: _____

Email Address: _____

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

POSTAL SERVICE:

Signature: _____

Print Name: BRYAN PROVOST

Title: Contracting Officer

Date: _____

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

County: Lancaster
Lease: QU0000921715

Exhibit A

[Legal Description of Property]

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



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

County: Lancaster
Lease: QU0000921715

Exhibit B

Parking Area
(If Applicable)

Intentionally Left Blank

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

County: Lancaster
Lease: QU0000921715

Exhibit C**Premises Area****Lease Defined Space Measurements**

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

Area Comments

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

County: Lancaster
Lease: QU0000921715

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

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

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

County: Lancaster
Lease: QU0000921715

1. APPLICABLE CODES AND ORDINANCES

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

2. LANDLORD'S INTEREST

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

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

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

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

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

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



General Conditions to USPS Lease

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

County: Lancaster
Lease: QU0000921715

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

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

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

4. ALTERATIONS AND RESTORATION

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

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

5. [INTENTIONALLY BLANK]

6. [INTENTIONALLY BLANK]

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

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

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

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

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

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

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

c. Environmental Condition of the Premises.

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

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

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

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

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

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

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

8. FORCE MAJEURE

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

9. GOVERNING LAW; CLAIMS AND DISPUTES

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

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

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



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

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

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

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

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

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

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

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

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

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

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

10. GENERAL

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

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

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

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

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

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

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



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

With a copy to: _____

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

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

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

11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

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

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

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



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

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

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

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

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

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

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

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

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

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

Facility Name/Location
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County: Lancaster
Lease: QU0000921715

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

1. HEAT

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

2. ELECTRICITY

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

3. WATER

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

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

4. SEWER

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

5. TRASH

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

6. SNOW

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

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7. CUSTODIAL SERVICES

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

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

8. LANDSCAPING

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

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

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Feb 04, 2025

COMMISSION AGREEMENT

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

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

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

Annual Rent	Aggregate Lease Value	Commission Rate	Commission Amount Due
\$6,557.00	\$32,785.00	4.00%	\$1,311.40

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

BROKER:
Jones Lang LaSalle Brokerage, Inc.

LESSOR:
VILLAGE OF BENNET

By: _____

By: _____

Name and Title

Name and Title

Dated: _____

Dated: _____

RESOLUTION 2025 – 10.2

A RESOLUTION OF THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA TO APPROVE THE PROPOSED U.S. POST OFFICE LEASE RENEWAL.

WHEREAS, the City of Bennett leases to United States Postal Service (“USPS”) the building with the common address of 605 Madison Street, Bennet, Nebraska for use as a post office (the “Post Office”), the term of which is set to expire January 31, 2026;

WHEREAS, the USPS has proposed, through their broker, Jones Lang LaSalle Brokerage, Inc. (“JLL”) a renewal to the Post Office lease in the United States Postal Service Lease (Not to Exceed \$25K) (the “Lease”).

WHEREAS, As a part of the Post Office lease proposal, the USPS requires the City to enter into a Commission Agreement with JLL. Such Commission Agreement requires the City to pay JLL a total of \$1,311.40 within 30 days of Lease execution by the USPS.

WHEREAS, the City Council finds and determines that approval of the United States Postal Service Lease (Not to Exceed \$25K) and the Commission Agreement is in the public interest.

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

The Lease and the Commission Agreement are hereby approved and accepted by the City of Bennett.

The Mayor is authorized and directed to executed the Lease and the Commission Agreement and any related documents, certificates, or instruments necessary to carry out the intent of this Resolution, including acknowledgements, addenda, and required filings. The City Clerk is authorized to attest the Mayor’s signature and affix any other marks of approval as needed, including the City seal.

City staff and officers are authorized to take all actions reasonably necessary to implement the Lease and the Commission Agreement, including processing payments in accordance with budget authority, and administration of the agreements.

To the extent applicable, payments due under the Commission Agreement shall be made from lawfully available funds as appropriated by the City Council in the current budget.

In the event of a conflict between this Resolution and any prior action of the City related to the subject matter hereof, this Resolution controls. All prior actions taken by City officers and staff consistent herewith are ratified and confirmed.

[Signature Page to Follow]

PASSED AND APPROVED THIS 13TH DAY OF OCTOBER, 2025.

CITY OF BENNET

Ryan Cheney, Mayor

ATTEST:

Sue Biltoft, City Clerk

Overtime Worked
09-01-2025 to 09-30-2025

Deputy	Start - End	# Hours	Date	OT Type
22173 FUNK, JORDAN	1200 - 1500	3.00	09-19-2025	SUPL CONTRACT-BENNET
22173 FUNK, JORDAN	1400 - 1700	3.00	09-28-2025	SUPL CONTRACT-BENNET
22173 FUNK, JORDAN	1000 - 1100	1.00	09-29-2025	SUPL CONTRACT-BENNET
22173 FUNK, JORDAN	2130 - 0030	3.00	09-29-2025	SUPL CONTRACT-BENNET
		10.00		
22217 CALDWELL, TREVOR	0330 - 0830	5.00	09-23-2025	SUPL CONTRACT-BENNET
22217 CALDWELL, TREVOR	0900 - 1400	5.00	09-29-2025	SUPL CONTRACT-BENNET
		10.00		
		Total: 20.00		

CJB 902139



Lancaster County Sheriff's Office



Report of Contract Deputy funk
 Activity for the Village / Town / City of Bennet
 Date Worked 9-19-2025
 Start of Shift: 1200 End of Shift: 1500

Type codes: **REF** – referred by City Offices
HBO – handled by officer
O – other

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
1200-1300		Monroe/Apple	Traffic
			Traffic stop
			Traffic stop
1300-1330		Town Check	
1330-1430		Monroe/Fir	Traffic
1415			Traffic stop
1430-1500		Town Check	

# of Citations Issued: <u>1</u>	Warning / Defect Citations Issued: <u>2</u>
Total hours worked this date: <u>3</u>	Vehicle number: <u>946</u>
	Total mileage for this shift: <u>11</u>

Deputy Reporting Funk

Supervisor Approving [Signature]



Lancaster County Sheriff's Office



Report of Contract Deputy Funk
 Activity for the Village / Town / City of Bennet
 Date Worked 09-28-2025
 Start of Shift: 1400 End of Shift: 1700

Type codes: **REF** – referred by City Offices
HBO – handled by officer
O – other

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
1400		Apple/Monroe	Traffic
1445-1500		Town check	
		Evergreen rd	New construction
		City Park	
		Tailored Life	
		Bennet Church	
		Bennet Elem	
1500-1600		Fir/Monroe	Traffic
1600		Zermatt Tool	
		First NE Bank	
		Ball Park	
		Legion	

# of Citations Issued: <u>0</u>	Warning / Defect Citations Issued: <u>0</u>
Total hours worked this date: <u>3</u>	Vehicle number: <u>946</u>
	Total mileage for this shift: <u>11</u>

Deputy Reporting Funk

Supervisor Approving [Signature]

City of Bennet Maintenance Report

October 9th, 2025

Water

- Performed our monthly water test at 610 Cottonwood and 565 Madison. Both Passed
- Read all water meters in the city, had 0 shut offs.
- Had complaint about smell of water. We flushed the hydrants and again at the meter. We had no issues either place. I advised the property owner to have a plumber take a look at their hot water heater. I let them know that is was not on the city side.
- Locates still coming in for Allo and for construction around town
- We will be installing the new water meter at Zermatt sometime next week.
- We had rural water in twice this month to start water main valve exercising. Have done 39 of 145.
- Pumped 2,905,000 million Gallons The daily max was 139,000 and the low was 76,000. The monthly Average was 97,000.
- Went around and checked all water main valves for debris inside the valves. Had to have 20 of them Cleaned out. Had Lovells come out with their hydro vac to get them ready to be exercised.
- Finished updating meter and radio numbers in Subsurface maps while also verifying the numbers are correct in the billing software.
- Worked on updating meter and radio antenna numbers books that is in the office to make sure all the number are correct and we have a digital copy as well.
- Replaced 3 old brass body water meters.
- Tore apart old brass body meters and got ready to take in for scrap steel
- McGuire Iron will be out in the next few months to do an inspection of the water tower.
- Met with Verkada. They are a security camera outfit that is working on getting the town a grant for putting up cameras at the water tower and wwtp.

Needs:

- I need to make time to investigate how exactly to get rid of the birds on the water tower and see how to get that done.

Wastewater Treatment Plant/ Sewer

- Completed monthly effluent testing and delivered to the lab in Omaha. We had an overage on the ammonia levels this month.
- We have pulled the UV system out and are working on getting it cleaned up and gone through to get ready for next year with disinfection season being over.
- Serviced Blower #2 and switched over to that one and got #1 ready to be serviced
- New seal kits for the air valves came in and have replaced 2 more this month
- Treated 1.974 million Gallons with a daily high of 73,000 and a low of 54,000, AVG Flow 66,000
- We are still Under 50 Percent of the plant's max capacity of 150,000 gallons of daily flow.
- Still waiting on Review of NPDES Permit from the state
- Have continued to sewer jet when we can.
- Have continued to worked on cutting down trees and weeds around the lagoon that holds all the solids.

- Have been putting new sewer main and services for Cochrans Corner into Subsurface Maps.
- Worked on getting quotes and information ready for Sewer inspection Camera ready to be presented at meeting
- Had Lovells come to sewer camera sewer line for the office to be able to locate to see where it goes when they fix the area inlet north of the office
- Had issues with switching over the internet and phone lines at the treatment plant. We had Automatic Systems come and work with Allo to get it working like it should. I also had them work on the flow meter with it not working correctly. Also had to get GPM out here to recalibrate the meter and see why it's not right.
- Repair hydraulic line on Brush Cat
- Had Sewer Jetter Fix by MacQueen for no cost to us. It seems to be working well now.

Streets

- Called in a few street lights to NCU that were burnt out.
- Worked with Brain to get the building Spec ready to go out to bid
- Continued getting street light/pole number put into Subsurface maps
- Set out barricades for Falladays, Haztogo, and for road closer on cottonwood.

Needs: None at this time

General

- Have helped out in the office as needed when Sue has been done.

Needs:

- Nothing new at this time

Dump

- Loaded metal into metal bins.
- Pushed up brush pile
- Burned brush pile
- Compactor is still running well.
- Ian is continuing to work on Saturdays and coming in one day during the week when he is available
- Mike has continued to work on Tuesdays until we get someone hired for the position
- Installed and took down trial cameras from Verkada.

Needs:

- None at this time

Parks and Ballfields

City Park:

- Mike has stayed on top of mowing with Ian not able to come in every week.
- Picked up tree limbs in park
- Took down canopies for the splash pad, Took out the Manifold and backflow and got it ready for winter

Needs:

- Add some dirt/sand to dips to fill in holes in the park. **(Next Week)**
- Have electrician come and see why hot water is not working in the shelter house

Whispering Pines:

- Been staying on top of mowing and weed eating as necessary.

Needs:

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

T-Ball Field:

- Stayed on top of mowing
- Closed bathrooms for the winter, will need to winterize bathrooms next month

Needs:

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

South Ballfield:

- Have stayed on top mowing. We are down to mowing the outfield once a week with baseball being done.

Needs:

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

Zach Fergus

Utilities Superintendent

City of Bennet

October 13,2025 Engineering Report

Here is a summary of current items for the engineering report this month:

- Transportation Safety Action Plan open house schedule for Tuesday 10/14.
- Street improvements work is now in progress. Drainage work and rock north of the park will be done first. Asphalt work likely to occur in November.
- Proposal for Quincy Street replatting has been requested from Catlett. Will be discussed at the November meeting.
- Water usage numbers looked good for September. Only a small number of high users.
- Water main project: Van Kirk to remove silt fence and fill in eroded areas in ditch along Cottonwood.
- Cochrane Corner: Utility work is ongoing. Zach and I are coordinating as needed. I will request copies of the tests/inspection reports as they are completed.
- Action Items for November meeting:
 - o Exhibit showing parking area behind t-ball field.
 - o Exhibit showing storm sewer and inlets for eroding drainageway north of Hackberry.
 - o Discuss survey proposal and next steps for Quincy Street ROW.