

**City of Bennet**  
**City Council**  
**NOTICE OF MEETING**  
**March 9, 2026**  
**City Council Regular Meeting**  
**7:00 PM**

**Bennet City Hall, 685 Monroe, Bennet, NE 68317**

**REGULAR MEETING**

**AGENDA**

1. ROLL CALL AND PUBLIC MEETINGS LAW NOTIFICATION
2. PLEDGE OF ALLEGIANCE
3. **CONSENT AGENDA**
  - 3.a. MINUTES of February 9, 2026, City Council Regular Meeting Approval
  - 3.b. CLAIMS FOR PAYMENT
  - 3.c. TREASURER'S REPORT
  - 3.d. RESOLUTION 2026-3.1 approving a Block Party for BEDA's Firefly Festival
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. **UNFINISHED BUSINESS**
  - 5.a. Review of Civic and Community Center Financing Fund (CCCCF) - Nebraska Department of Economic Development and Reintroduction of Bennet Palmyra Childcare Foundation
  - 5.b. Quincy Street Right-of-Way Agreements
6. **NEW BUSINESS**
  - 6.a. Agenda Request: Brandon Garvin - curb cut waiver
  - 6.b. Agenda Request: Dave Griffith - driveway waiver on Saltillo Road
  - 6.c. Agenda Request: Kristi Sittner, concerned with drainage grate and street condition on Fir Street.
  - 6.d. Mason Favinger's request for reimbursement for garbage
  - 6.e. Set Date for Annual Clean Up Day
7. **REPORTS: Written reports submitted in advance are available for review in the public copy of meeting material. Submitted reports include Utility Superintendent, Sheriff's Office, Engineer.**
  - \* **Additions to submitted reports**
    - 7.a. March 2026 Engineers Report
    - 7.b. March 2026 Maintenance Report
    - 7.c. LSO March 2026 Report
8. COMMUNICATIONS
9. PUBLIC COMMENT
10. CLOSED SESSION
11. 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 February 9, 2026  
Regular Meeting**

The City Council ("Council") of the City of Bennet, Nebraska ("City"), convened for a regular business meeting on February 9, 2026 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 on February 6, 2026.

Mayor Ryan Cheney called the meeting to order at 7:00 PM and announced the location of the Open Meetings Act. City Clerk Sue Biltoft conducted roll call. Council Members in attendance were Josh Buck, Jesse Schmidt, Pete Simmons, and Dan Zieg. Also in attendance were the City Attorney David Solheim, Deputy City Attorney Matt Blaser and Utility Superintendent Zach Fergus. A quorum being present the meeting duly commenced with the Pledge of Allegiance.

**CONSENT AGENDA**

- a. Minutes from January 19, 2026, City Council Regular Meeting Approval
- b. Claims for payment
- c. Treasurers Report

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

Mayor Cheney signed the revised USPS Lease that was presented and approved by Resolution 2026-1.2 at the January 19<sup>th</sup> meeting with the provision of the lease being revised for only for a five-year period initially.

Zach Fergus presented the bids received for the Maintenance Building Specifications that were received. The bids were: Sterup Construction LLC, \$90,000.00; Vasa Construction, \$122,279.00; Morton Buildings, \$124,218.00; Ebbers Construction, \$125, 526.01; Elevate Construction LLC, \$129, 722.04. Discussion was held on the requirements of the final contract.

Zieg moved and Schmidt seconded a motion to award the bid to Sterup Construction LLC pending provision of engineered drawings as requested. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

Quincy Street Right-of-Way Agreement was tabled until the March meeting.

Lillie Chambers presented the request to close Highway 43 for the July 4<sup>th</sup> parade using the same times and map as previous years. Mayor Cheney introduced Resolution 2026-2.1 approving the temporary use of Highway 43 for a special event on July 4, 2026. Zieg moved and Simmons seconded a motion to approve Resolution 2026-2.1. Roll call vote: YES: Simmons, Zieg, Buck, Schmidt. Motion carried.

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Lillie Chambers also provided information regarding the fireworks display that will be geared toward the 250<sup>th</sup> birthday of the United States and requested a budget in the amount of \$14,000.00. Simmons moved and Zieg seconded a motion to approve the budget of \$14,000.00 for fireworks. Roll call vote: YES: Zieg, Buck, Schmidt, Simmons. Motion carried.

Kristin Nelson was present for questions regarding the Block Party Application request by BEDA for the Firefly Festival, June 12 -13, 2026. She explained the reason for the request to close Garden Street at Madison starting on Friday at 10:00 pm through Saturday at midnight. After discussion it was decided to close Garden Street on Saturday, June 13<sup>th</sup> from morning until midnight. A resolution will be presented for approval at the March 9<sup>th</sup> meeting.

Mayor Cheney presented the Nemaha Natural Resources District Grant Application and discussion was held on the possible uses for the grant funds if received. Zieg moved to submit the Intent-to-Apply form for grant funds that can be used for the trail program or native grass at Whispering Pines Park, Buck seconded. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Written reports were reviewed and Utility Superintendent Fergus explained that an application for the Public Works position had accepted the position but resigned prior to starting with the City so that position will be open again for applications.

Mayor Cheney opened the floor to public comment.

Zieg moved to go into closed session after receiving legal advice based on threatening or pending litigation at 7:30 pm and Buck seconded. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

The council returned to open session at 8:12 pm.

There being no further business, Zieg moved and Simmons seconded a motion to adjourn at 8:14 pm. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

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City Clerk Sue Biltoft  
City of Bennet, NE

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Mayor, Ryan Cheney  
City of Bennet, NE

Date	Name	Memo	Credit
03/09/2026	ABC Termite & Pest Control Inc.	Pest Control	\$ 75.00
03/09/2026	ALLO Business	IT Services	\$ 463.39
03/09/2026	ALLO Communications	Internet and Phone Systems	\$ 317.45
03/09/2026	American Legal Publishing	Internet renewal	\$ 500.00
03/09/2026	Black Hills Energy	Gas Utility	\$ 190.76
03/09/2026	Core & Main LP	Water meter supplies	\$ 1,502.98
03/09/2026	Cornhusker Press	Pet Tags	\$ 89.25
02/27/2026	First Nebraska Bank	ACH Transaction Fee	\$ 78.00
03/09/2026	Gana Trucking & Excavating, Inc.	Fill Sand	\$ 315.99
03/09/2026	Global Industrial	Chairs	\$ 539.89
03/09/2026	GreatAmerica Financial Svcs	Copier Lease	\$ 175.00
03/09/2026	Hochstetler, David	Inspections	\$ 90.00
02/12/2026	Intuit Checksform	Checks	\$ 361.46
02/20/2026	IRS/Department of Treasury	Federal Withholding	\$ 2,416.80
03/06/2026	IRS/Department of Treasury	Federal Withholding	\$ 1,846.40
03/09/2026	Jeff Kreifels	Inspections	\$ 100.00
03/09/2026	Lancaster County Sheriff	Feb 2026 Law Enforcement	\$ 1,454.75
03/09/2026	Lovell Excavating	Maintenance & Repair	\$ 1,400.00
03/09/2026	Marvin Planning Consultants, Inc	Consultant	\$ 12,000.00
03/09/2026	Matrix Business Systems, Inc.	Ink Cartridges	\$ 524.00
03/09/2026	Menards	Supplies	\$ 28.77
03/09/2026	Midwest Labs	Effluent test & Supplies	\$ 301.27
03/09/2026	Nebraska CCI	Building inspections	\$ 840.00
03/09/2026	Nebraska City Utilities	Electricity	\$ 4,961.24
02/20/2026	Nebraska Dept. of Revenue	State Withholding	\$ 369.61
03/06/2026	Nebraska Dept. of Revenue	State Withholding	\$ 298.54
03/09/2026	Nebraska Dept. of Revenue	Sales Tax	\$ 1,270.52
03/09/2026	Nebraska Planning & Zoning Assoc.	NPZA Conference	\$ 365.00
03/09/2026	Nemaha Valley Furnace & AC	Service	\$ 380.00
03/09/2026	Norland Pure	Water and Cooler Rental	\$ 77.51
03/09/2026	Olsson Inc.	SS4A Safety Action Plan	\$ 6,250.00
03/09/2026	Olsson Inc.	Engineering	\$ 1,995.57
03/09/2026	One Call Concepts, Inc.	Diggers Hotline	\$ 11.87
03/09/2026	Rural Water District No. 1	Water	\$ 8,192.00
03/09/2026	Russell Jones	Back up Operator	\$ 100.00
03/09/2026	Sams Club MC/Synch	Services & Supplies	\$ 5,781.92
03/09/2026	Solberg MFG INC	Filters	\$ 671.04
03/09/2026	Solheim Law Firm	Legal Services	\$ 7,167.50
03/09/2026	Sue Biltoft	Mileage Reimbursement	\$ 256.32
03/09/2026	The Voice News	Publications	\$ 52.40
03/09/2026	Thomas Carpenter	Refund- Overpayment	\$ 20.00
03/09/2026	Uribe Refuse Services, Inc.	Refuse	\$ 8,325.98
03/09/2026	Verizon Wireless	Cell Phones	\$ 200.41
03/09/2026	Visa- Chase	Adobe Subscription, Supplies	\$ 42.34
	Mayor & Council Pay		\$ 1,200.57
	Payroll & Insurance Stipend		\$ 15,650.45
	AFLAC	Employee Accounts	\$ 149.68
	AFLAC Dental & Vision	Employee Accounts	\$ 92.46
	LPL Financial	Employee IRA	\$ 212.64

	LPL Financial	Employee IRA	\$	212.64
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January 30, 2026      February 9, 2026  
Balances                      Balances

City Main Checking (General)	\$ 254,222.65	\$ 250,404.05
Sewer Property Tax MM (Debt Service)	\$ 3,145.05	\$ 5,927.81
Community Betterment (Keno)	\$ 19,065.80	\$ 19,405.82
Prize Reserve(Keno)	\$ 34,392.42	\$ 35,823.96
Park Improvement Savings (General)	\$ 12,768.63	\$ -
<b>Subtotal Bennet First NE</b>	<b>\$ 323,594.55</b>	<b>\$ 311,561.64</b>
Hwy & GO Bond Payments (Value Edge) MM (General)	\$ 1,353.17	\$ 1,353.90
Housing Rehab (General)	\$ 821.27	\$ 821.27
Water Sinking Funds CD Maturity	\$ -	\$ -
Sewer Sinking Funds CD Maturity	\$ -	\$ -
<b>Subtotal Union Bank &amp; Trust</b>	<b>\$ 2,174.44</b>	<b>\$ 2,175.17</b>
General(General)	\$ 736,084.09	\$ 725,338.53
Park (General)		\$ 12,791.44
Water (Water)	\$ 17,193.19	\$ 17,241.01
Sewer (Sewer)	\$ 160,336.63	\$ 29,174.21
Street (Street)		
<b>Subtotal NPAIT</b>	<b>\$ 913,613.91</b>	<b>\$ 784,545.19</b>
4/2/2038 Hwy Bond Payment earning 4.38% int (General)	\$ 60,288.00	\$ 60,288.00
4/2/2039 Hwy Bond Payment earning 4.46% int (General)	\$ 64,050.00	\$ 64,050.00
4/2/2040 Hwy Bond Payment earning 4.54% int (General)	\$ 62,700.00	\$ 62,700.00
4/2/2041 Hwy Bond Payment earning 4.61% int (General)	\$ 61,350.00	\$ 61,350.00
<b>Subtotal SLGS</b>	<b>\$ 248,388.00</b>	<b>\$ 248,388.00</b>

Applicant (s) BEDA / Kristin Nelson, Kristi Sittner...

Contact information:

Mailing address: 360 Fir Street  
Primary phone: Kristin 402-486-4145, TL 402-360-1796  
Secondary phone: Kristi  
Email Address: kristinnkoc@mac.com, tailoredlife360@gmail.com

Organization information (if applicable):

Name: Bennet Economic Development Association  
Mailing address: \_\_\_\_\_  
Primary phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

EXACT proposed use: Firefly Festival - family activities, concerts - family + street dance

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

Fir Street → Hwy to Madison, Madison → Fir to Garden, Garden St. → Madison to Hwy.

DATE REQUESTED: Fri. 6/17/26 10PM - Sat. 6/18/26 midnight HOURS REQUESTED: (plus tear down time for stage + sound equipment)

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

3 barricades @ each street end, at Hwy, by Water Bldg + Post office

HOLD HARMLESS AGREEMENT

The applicant, in consideration of the permit being granted agrees to hold harmless the City of Bennet and its officers and employees from all claims, demands, suits, actions, payments, liability, and judgments because of bodily injury or property damage caused by an accident arising out of the private use of the street. The applicant, in further consideration of the permit being granted, agrees to reimburse the City of Bennet for all damage to or loss of City property in his/her possession or control under this permit. The applicant agrees to clean the permitted area of all paper products, glass, plastic, trash and debris within one hour after the 'end time' approved for the block party. The applicant also agrees to remove the barricades immediately following clearing of all trash and debris. When planning the event, be aware that some events need special coverage. Examples included but not limited to: Fireworks, Bounce Houses, and Petting Zoos. Those type of activities are excluded from the City of Bennet's Insurance and will only be allowed if the vendor files a certificate of insurance with the City of Bennet as an additional insured.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date received by the City Clerk: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

City Council approval and comments: \_\_\_\_\_

can share more details upon request!

**RESOLUTION NO. 2026-3.1**

**A RESOLUTION APPROVING THE APPLICATION OF BENNET ECONOMIC DEVELOPMENT ASSOCIATION, INC. FOR PERMISSION TO HOLD A BLOCK PARTY (FIREFLY FESTIVAL) ON FIR STREET BETWEEN MONROE STREET AND MADISON STREET AND MADISON STREET BETWEEN FIR AND GARDEN STREET, AND GARDEN STREET BETWEEN MADISON AND MONROE, BENNET.**

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

**THAT** the application of Bennet Economic Development Association, Inc. (Licensee) to conduct a Block Party within an area on Fir Street between Monroe Street and Madison Street and on Madison Street between Fir Street and Garden Street, from 10:00 pm on Friday, June 12, 2026 to midnight on Saturday, June 13, 2026, and Garden Street between Monroe Street and Madison Street from 8:00 am to midnight on Saturday, June 13, 2026, Bennet, is approved, subject to the following conditions:

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

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

D. The Licensee shall be responsible for notifying all property owners affected by the street closures, the Lancaster County Sheriff's Office, and the Bennet Rural Fire District.

PASSED AND APPROVED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Bennet

\_\_\_\_\_  
Mayor  
City of Bennet

SEAL

## REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT

This Replat, Realignment, and Right-of-Way Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the City of Bennet, Nebraska, a municipal corporation (the “City”), and the record owners of the real property legally described on Exhibit A attached and incorporated herein by reference (each an “Owner” and collectively, the “Owners”). The City and the Owners may be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, the Owners are the record owners of certain real property located in the City of Bennet, Lancaster County, Nebraska, legally described in Exhibit A attached hereto (collectively, the “Property”); and

WHEREAS, the Property lies within or adjacent to certain platted areas recorded in the Office of the Register of Deeds of Lancaster County, Nebraska (the “Original Plats”), which plats dedicate a one-block north-south public right-of-way, designated “Quincy Street,” between Fir Street and Elm Street (the “Platted Right-of-Way”); and

WHEREAS, the City is the owner of certain municipal property located east of the Platted Right-of-Way, including a public ballfield and related facilities; and

WHEREAS, a roadway has been constructed and is currently maintained within the general vicinity of the Platted Right-of-Way; however, the existing physical location of the roadway does not fully align with the boundaries of the Platted Right-of-Way as shown on the Original Plats; and

WHEREAS, the parties desire to clarify and reconcile the location of the public right-of-way and adjoining property boundaries through the preparation and approval of a replat pursuant to Neb. Rev. Stat. § 19-916 et seq. (the “Replat”); and

WHEREAS, the City desires to preserve sufficient right-of-way width to accommodate future roadway improvements, including but not limited to additional paving and development of on-street parking serving adjacent municipal facilities; and

WHEREAS, in connection with the Replat, the City may vacate, dedicate, confirm, or realign portions of the existing right-of-way as permitted by Nebraska law, including Neb. Rev. Stat. § 17-558 and related statutes, in order to align the public right-of-way with either the existing roadway or a future planned roadway configuration; and

WHEREAS, the Parties desire to set forth their mutual understandings and obligations regarding the preparation, approval, and recording of the Replat and any associated right-of-way adjustments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. Agreement to Replat

- a. Preparation of Replat. The Parties hereby consent to the preparation of a Replat affecting the Property for the purpose of reconciling and adjusting lot lines and public right-of-way boundaries as contemplated herein. The Replat shall be prepared by a licensed land surveyor in the State of Nebraska designated by the City of Bennet (the "Surveyor").
- b. Content of Replat. The Replat shall depict the adjusted lot boundaries, any vacation or dedication of right-of-way and adjoining parcels in accordance with this Agreement and applicable Nebraska law. A preliminary sketch is attached hereto as Exhibit C for illustrative purposes only. Exhibit C is non-binding and subject to change, and the final Replat may differ in location, dimensions, configuration, or other material particulars without invalidating this Agreement. The Parties acknowledge that they are not relying on Exhibit C in entering into this Agreement, and that only the final approved and recorded Replat shall control.
- c. Costs. The cost of preparation of the Replat, including surveying and drafting expenses, shall be shared equally by the Parties. Each Party shall bear its own legal and administrative costs unless otherwise stated herein or agreed in writing.
- d. Cooperation and Non-Objection. Each Party agrees to cooperate in good faith in the preparation, submission, and approval of the Replat and shall execute such documents as are reasonably necessary to effectuate the Replat. Subject to the Replat being consistent with the terms of this Agreement, each Party agrees that it will not object to or oppose the approval or recording of the Replat.
- e. Execution and Authorization. Each Owner agrees to execute the final Replat and any related certificates, consents, or acknowledgements required for approval and recording within ten (10) days after presentation by the City, provided the Replat is consistent with this Agreement. Failure to timely execute such documents shall constitute a material breach of this Agreement. Owners further acknowledge that the City may submit the Replat for review and approval by the Planning Commission and City Council in its governmental capacity without further consent of the Owners.

### 2. Potential Vacation of Existing Right-of-Way

- a. Discretion Reserved. In connection with the Replat, the City may consider the vacation of all or a portion of the Platted Right-of-Way. The Parties acknowledge and agree that any such vacation shall be subject to the City's sole discretion, does not result in any special damages, and shall require adoption of an ordinance in accordance with Nebraska law.
- b. No Obligation to Vacate; No Claim for Failure to Vacate. Nothing in this Agreement shall be construed to require the City to vacate any portion of the Platted Right-of-Way. The City expressly reserves the right to retain all or any portion of the Platted Right-of-Way as presently platted. The Owners acknowledge

that execution of this Agreement does not constitute approval of any vacation and shall not give rise to any claim for damages, specific performance, inverse condemnation, or other relief in the event the City elects to not vacate any portion of the Platted Right-of-Way. The Parties acknowledge that approval of the Replat does not obligate the City to vacate any right-of-way and that the Replat may be approved with or without any associated vacation.

- c. Utility Reservation. In the event the City elects to vacate any portion of the Platted Right-of-Way, the City reserves the right to retain, create, or confirm utility easements within the vacated area as permitted by law.

### **3. Potential Dedication or Confirmation of Right-of-Way**

- a. Discretion Reserved. In connection with the Replat, the City may determine, in its sole discretion, to dedicate, confirm, relocate, or otherwise establish public right-of-way affecting the Property (the "Adjusted Right-of-Way"). Nothing in this Agreement shall be construed to obligate the City to dedicate or convey any additional right-of-way beyond that which the City determines to be appropriate.
- b. Acceptance by Owners. To the extent the Replat or any separate instrument approved by the City establishes or confirms any Adjusted Right-of-Way, the Owners agree that such right-of-way shall constitute the full and complete public right-of-way affecting the Property as of the date of recording, and the Owners shall not assert any claim to additional right-of-way or compensation except as expressly provided in a separate written instrument executed by the City.
- c. Separate Instruments. Any dedication, conveyance, or confirmation of right-of-way shall be accomplished through the Replat and/or such additional documents as the City may require. In the event of any conflict between this Agreement and a recorded dedication instrument, the recorded instrument shall control as to the property interest conveyed.

### **4. Street Configuration; Future Improvements**

- a. City Authority. The Parties acknowledge that the design, configuration, alignment, width, grade, surfacing, and improvement of any public street or right-of-way affecting the Property are matters within the City's sole governmental authority and discretion. Nothing in this Agreement shall be construed to require the City to maintain the existing configuration of the street or to construct, widen, narrow, pave, repave, stripe, or otherwise improve any portion of the street. The City may consider future public needs, including access to municipal facilities, in determining any such configuration or improvements.
- b. No Commitment to Improvements. The execution of this Agreement and approval of the Replat do not constitute a commitment by the City to undertake any present or future street improvements, including, without limitation, the installation of on-street parking, curbing, drainage improvements, sidewalks, lighting, or related infrastructure.
- c. No Reliance; No Vested Rights. The Owners acknowledge that they have not relied upon any representation or promise by the City regarding the current or future

configuration or improvement of the street, and nothing herein shall create any vested right, development right, or entitlement to any particular street design or public improvement.

- d. Police Power Reserved. The City expressly reserves all rights under its police powers and governmental authority to regulate and modify the use, design, and improvement of public streets and rights-of-way as it may determine to be in the public interest.

## **5. Voluntary Agreement; No Compensation**

- a. Voluntary Agreement. Each Owner acknowledges and agrees that its execution of this Agreement is voluntary and made with full knowledge of its legal effect. Each Owner further acknowledges that it has had the opportunity to consult with legal counsel of its choosing regarding this Agreement and the Replat.
- b. No Compensation for Right-of-Way Adjustments. Except as may be expressly set forth in a separate written instrument executed by the City, the Owners agree that no monetary compensation shall be due or payable by the City in connection with (i) the Replat, (ii) any vacation, confirmation, relocation, or dedication of right-of-way affecting the Property, or (iii) any adjustment of lot boundaries depicted on the Replat.
- c. Waiver of Claims. To the fullest extent permitted by law, each Owner waives and releases any claim against the City for compensation, damages, inverse condemnation, or taking arising out of or relating to the approval and recording of the Replat or any right-of-way configuration established in connection therewith. The Owners acknowledge and agree that any conveyance, dedication, or boundary adjustment contemplated herein is made voluntarily and in furtherance of the public interest. Each Owner acknowledges that the configuration of public right-of-way affecting the Property has been subject to historical uncertainty or misalignment, and this Agreement is intended to resolve such matters without litigation.
- d. Public Benefit. The Parties acknowledge that the matters contemplated by this Agreement are intended to clarify public right-of-way boundaries and promote orderly municipal planning and access to public facilities, and that such purposes constitute valid public objectives.

## **6. Conditions Precedent; Governmental Approvals**

- a. Binding Effect; No Immediate Conveyance. This Agreement shall be binding upon the Parties upon execution; provided, however, that no vacation, dedication, conveyance, boundary adjustment, or alteration of any property interest shall occur unless and until the City has taken all required governmental action and the Replat and any associated instruments have been approved and recorded as required by law.
- b. Legislative and Governmental Discretion Reserved. The Parties acknowledge that approval of the Replat, adoption of any vacation ordinance, establishment of any right-of-way, approval of any related document are legislative and governmental

acts requiring formal action of the City Council. Nothing in this Agreement shall be construed as obligating the City to approve the Replat, vacate any right-of-way, dedicate any right-of-way, or take any other governmental action. The City retains full and unfettered discretion to approve, deny, modify, or defer any such action.

- c. Conditions to Implementation. Implementation of the matters contemplated by this Agreement shall be subject to:
  - i. Approval of the Replat in accordance with applicable subdivision regulations and Neb. Rev. Stat. § 19-916 et seq.;
  - ii. Adoption of any required ordinance(s) under Neb. Rev. Stat. § 17-558 or other applicable statutes, if vacation is pursued;
  - iii. Completion of any utility coordination, easement reservations, or engineering review the City determines necessary;
  - iv. Receipt of fully executed, recordable documents required by the City; and
  - v. Recording of the Replat and any associated instruments with the Register of Deeds.
- d. City Right to Terminate. The City may terminate this Agreement at any time prior to recording of the Replat upon written notice to the Owner if the City determines, in its sole discretion, that proceeding is not in the public interest or that the Replat should not be approved in its proposed form. Upon such termination, neither Party shall have any claim against the City arising from the City's decision not to proceed, except as expressly provided elsewhere in this Agreement.
- e. No Specific Performance Against the City. The Owners acknowledge that the City shall not be subject to specific performance or damages for declining to approve the Replat or take any legislative or governmental action contemplated herein.

**7. Representations and Warranties of the Owners.** Each Owner represents and warrants to the City as follows:

- a. Authority. Each Owner is duly organized, validly existing, and in good standing under the laws of the State of Nebraska (or, in the case of a political subdivision, lawfully created and existing under Nebraska law), and has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary actions of such Owner.
- b. Binding Obligation. This Agreement constitutes a valid and binding obligation of such Owner, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and equitable principles.
- c. No Conflict. The execution and performance of this Agreement does not violate any organizational document, resolution, agreement, or court order applicable to such Owner and do not require the consent of any third party, except as otherwise disclosed in writing to the City.
- d. No Known Impediments. To such Owner's knowledge, the Property is not subject to any pending litigation, condemnation proceeding, or governmental enforcement

action that would materially interfere with the preparation, approval, or recording of the Replat.

- e. Encumbrances. Such Owner has not voluntarily granted any easement, encumbrance, or other property interest affecting the portion of the Property implicated by the Replat that would materially conflict with the right-of-way configuration contemplated by this Agreement, except as reflected of record or otherwise disclosed in writing to the City.

## **8. Limited Indemnification**

- a. Owner Indemnity. To the extent permitted by law, each Owner shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any third-party claim, demand, liability, loss, or expense (including reasonable attorney's fees) arising out of or related to any structure, improvement, or other condition placed or maintained by such Owner on the Property prior to the recording of the Replat that encroaches upon the Platted Right-of-Way.
- b. Exclusions. This indemnification shall not apply to the extent a claim arises from the negligent or wrongful act or omission of the City. Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to the City under applicable law, nor shall this Agreement be construed to expand the City's liability beyond that permitted by law.
- c. Scope, Survival. This Section is intended solely to allocate responsibility for historic encroachments and shall not be construed as creating any broader indemnity obligation. The obligations set forth in this Section shall survive recording of the Replat.

- 9. Utilities; Easements; Infrastructure.** Notwithstanding any provision of this Agreement or the Replat, the City expressly reserves, and the Owners acknowledge, the continued existence of all existing public or private utilities and related infrastructure located within the Platted Right-of-Way or any area affected by the Replat, whether or not depicted thereon. In connection with any vacation, relocation, or adjustment of the right-of-way, the City may reserve, create, confirm, or require easements for utilities, drainage, access, maintenance, or other public purposes as the City determines necessary in its sole discretion. Nothing herein shall obligate the City to relocate, remove, improve, replace, or modify any utility or infrastructure, and any such relocation shall occur only upon terms separately approved by the City and any affected utility provider. The absence of any utility depiction on the Replat shall not be construed as evidence of the absence of such utility, and nothing in this Agreement shall limit the City's authority to establish or require easements for existing or future utilities in accordance with applicable law.

- 10. Recording; Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Parties acknowledge that a Memorandum of Agreement, substantially in the form attached hereto as Exhibit B (the "Memorandum"), is incorporated herein by reference and forms a part of this Agreement. The City may,

in its discretion, record either this Agreement in its entirety or the Memorandum together with the applicable signature page(s), and any such recording shall constitute notice of this Agreement and shall bind the Property. The Owners expressly consent to such recording and waive any further right to approve the form of the recorded instrument so long as it is consistent with this Agreement. Recording of this Agreement or the Memorandum shall not, by itself, effectuate any vacation, dedication, conveyance, or alteration of property interests unless and until accomplished by separate recorded instrument or approved Replat as required herein.

**11. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the City and the Owners, and, if required by law, approved by formal action of the City Council. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; electronic or scanned signatures shall be deemed effective to the extent permitted by law. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, provided the essential purposes of this Agreement are not thereby defeated.

[Signature Page to Follow]



**SIGNATURE PAGE 2 of 5**  
**REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND**  
**MEMORANDUM**

**Lems Properties, LLC**

Lems Properties, LLC, a Nebraska Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2026 by \_\_\_\_\_, as \_\_\_\_\_  
Lems Properties LLC, a Nebraska limited liability company, on behalf of such company.

\_\_\_\_\_  
Notary Public

**SIGNATURE PAGE 3 of 5**  
**REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND**  
**MEMORANDUM**

**Cheney Welding, Inc.**

Cheney Welding, Inc., a Nebraska Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2026 by \_\_\_\_\_, as \_\_\_\_\_  
Cheney Welding Inc, a Nebraska corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public



**SIGNATURE PAGE 5 of 5**  
**REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND**  
**MEMORANDUM**

**City of Bennet, Nebraska**

City of Bennet, Nebraska, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
Owners and Property Descriptions

Owner 1: JVRBuck, LLC, a Nebraska limited liability company, whose property affected by this Agreement is 590 Monroe Street, Bennet, NE 68317 (“Parcel 1”), and whose address for purposes of this Agreement is PO Box 311, Bennet, NE 68317.

Parcel 1 Legal Description:

Lots 4, 5, and 6, Block 33, Original Town of Bennet, Lancaster County, Nebraska

Owner 2: Lems Properties, LLC, a Nebraska limited liability company, whose property affected by this Agreement is 545 Quincy Street, Bennet, NE 68317 (“Parcel 2”), and whose address for purposes of this Agreement is 9620 Glass Ridge Court, Lincoln, NE 68526.

Parcel 2 Legal Description:

The South Half of Lot 2 and all of Lot 3, Block 33, Original Town, Bennet, Lancaster County, Nebraska

Owner 3: Cheney Welding, Inc., a Nebraska corporation, whose property affected by this Agreement is 510 Monroe Street, Bennet, NE 68317 (“Parcel 3”), and whose address for purposes of this Agreement is PO Box 391, Bennet, NE 68317.

Parcel 3 Legal Description:

Lot One (1), and the North Half (N1/2) of Lot Two (2), Block Thirty-Three (33), Original Town, Bennet, Lancaster County, Nebraska

Owner 4: Bennet Rural Fire Protection, a political subdivision, whose property affected by this Agreement is the Public Square Subdivision, Lot 3 in Bennet, NE 68317 (“Parcel 4”), and whose address for purposes of this Agreement is 17701 Roca Road, Bennet, NE 68317.

Parcel 4 Legal Description:

The Public Square Subdivision, a Subdivision of Block 32, located in the Northeast Quarter of Section 10, Township 8 North, Range 8 East of the 6<sup>th</sup> P.M. Bennet, Lancaster County, Nebraska and being more particularly described by metes and bounds as follows: Beginning at the Southwest corner of said Block 32; thence N00°00’00”E a distance of 132.33 feet; thence S87°55’13”E a distance of 132.33 feet; thence S00°02’09”W a distance of 132.40 feet; thence N87°53’14”W a distance of 132.25 feet to the Point of Beginning and containing a calculated area of 0.402 acres more or less.

Owner 5: The City of Bennet, Nebraska, a municipal corporation, whose property affected by this Agreement is the Public Square Subdivision, Lot 1 in Bennet, NE 68317 (“Parcel 5”), and whose address for purposes of this Agreement is 685 Monroe Street, Bennet, NE 68317.

Parcel 5 Legal Description:

The Public Square Subdivision, a Subdivision of Block 32, located in the Northeast Quarter of Section 10, Township 8 North, Range 8 East of the 6<sup>th</sup> P.M. Bennet, Lancaster County, Nebraska and being more particularly described by metes and bounds as follows: Referring to the Southwest corner of said Block 32; thence N0°00'00"E (an assumed bearing), a distance of 132.33 feet to the Point of Beginning, thence' continuing N00°00'00"E a distance of 132.33 feet; thence S87°57'22"E a distance of 264.79 feet; thence S00°03'47"W a distance of 264.97 feet; thence N87°53'14"W a distance of 66.13 feet; thence N00°02'58"E a distance of 132.44 feet; thence N87°55;13'W a distance of 198.49 feet to the Point of Beginning and containing a calculated area of 1.203 acres more or less.

**EXHIBIT B**  
Memorandum of Agreement

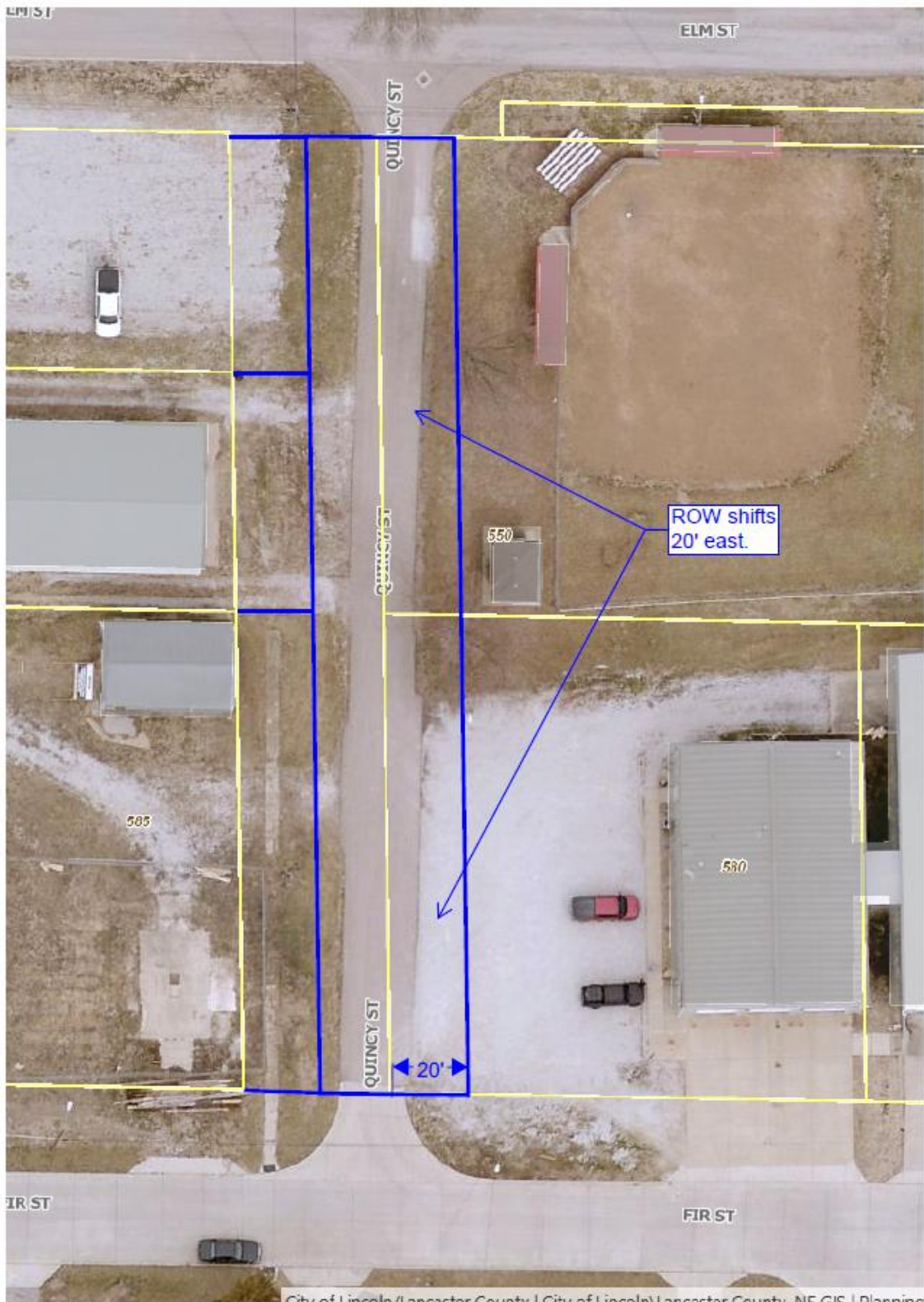
**REGARDING REPLAT AND RIGHT-OF-WAY ADJUSTMENT**

This Memorandum of Agreement (the “Memorandum”) is made as of the \_\_ day of \_\_\_\_\_, 2026, by and between the City of Bennet, Nebraska, a municipal corporation (the “City”), and the record owners of the real property described on Exhibit A attached hereto (collectively, the “Owners”).

1. **Reference to Agreement.** The City and the Owners have entered into that certain Replat, Realignment, and Right-of-Way Agreement dated as of \_\_, 2026 (the “Agreement”), which affects the real property described on Exhibit A attached hereto and incorporated herein (the “Property”).
2. **Purpose.** The Agreement provides for the preparation, review, and potential approval and recording of a replat affecting the Property and for possible adjustment, confirmation, vacation, or dedication of public right-of-way, all subject to applicable Nebraska law and the discretionary governmental approval of the City.
3. **No Immediate Conveyance.** This Memorandum is intended solely to provide notice of the existence of the Agreement. Nothing contained herein shall, by itself, effectuate any conveyance, dedication, vacation, or alteration of property interests unless and until accomplished by separate recorded instrument or approved and recorded replat as required by law.
4. **Binding Effect.** This Agreement, and this Memorandum as notice thereof, run with the land and are binding upon the Property and the respective successors and assigns of the Owners in accordance with the terms of the Agreement.
5. **Conflicts.** In the event of any conflict between this Memorandum and the Agreement, the terms of the Agreement shall control.

The signatures affixed to the Agreement to which this Memorandum is attached shall constitute execution of this Memorandum for all purposes, and no separate execution of this Memorandum shall be required.

**EXHIBIT C**  
Preliminary Replat Map





# CITY OF BENNET COUNCIL MEETING AGENDA REQUEST FORM

Name:	Brandon Garvin
Address:	1420 Hackberry St.
Phone:	319-330-7230
Email:	bgarv44@hotmail.com

Brief explanation of issue presented for discussion:

Parking pad has been in place previous to moving into property 6.5 yrs ago. Looking to get a curb cut 12-25 ft. with the approval from city council. I would pave the approach if preferred or follow any other requests. I appreciate the consideration.

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: 2-26-26

Meeting Date: 3-9-26

# CITY OF BENNET—CURB CUT APPLICATION

ADDRESS/LOCATION OF PROPOSED CURB CUT:

1420 Hackberry St. Bennet

INITIAL CURB CUT LENGTH ALLOWED = 25 FEET

CUTS OVER 25 FEET AT A COST OF \$25.00 PER FOOT UP TO 30 FEET MAXIMUM

CURRENT CURB CUT LENGTH

~~200 feet~~ 0 ft.

PROPOSED NEW CURB CUT LENGTH

25 ft.

WORK TO BE PERFORMED BY:

NAME:

TJ Sykes

PHONE:

402-525-9870

APPLICANT NAME;

Brandon Garvin

PHONE NUMBER:

319-330-7230

EMAIL ADDRESS:

bgarv44@hotmail.com

DATE OF CUT:

As soon as possible

UTILITY SUPERINTENDENT'S ADDITIONAL REQUIREMENTS:

CALL FOR INSPECTION: 402-405-2009

APPROVED

NOT APPROVED

UTILITY SUPERINTENDENT

DATE

(Gravel)  
Will eventually concrete

Sidewalk

Tree

House

Plan to  
place concrete  
Spring | Summer  
this

Curb if hope  
to cut 25th.  
↓

## Sue Biltoft

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**From:** Zach Fergus  
**Sent:** Monday, February 9, 2026 2:13 PM  
**To:** Sue Biltoft  
**Subject:** Re: Curb cut application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I measured the proposed curb cut at 1420 Hackberry and its right at 25 feet. If the street committee and/or Ryan is good with it, it can move forward.

Zach Fergus  
City of Bennet  
Utilities Superintendent  
402-405-2009

---

**From:** Sue Biltoft <cityclerk@cityofbennet.com>  
**Sent:** Monday, February 9, 2026 11:11 AM  
**To:** Zach Fergus <citysuper@cityofbennet.com>  
**Subject:** Curb cut application

Zach,

Attached is the curb cut application for 1420 Hackberry. The cut is not the actual driveway, it's a gravel drive at the south end of the property. Brandon is going to flag it today I think.

Thanks,

**Sue Biltoft, City Clerk/Treasurer**  
**City of Bennet**  
**685 Monroe Street**  
**Bennet, NE 68317**  
**402-782-3300**  
**[www.cityofbennet.com](http://www.cityofbennet.com)**



## Sue Bilstoft

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**From:** Pete Simmons  
**Sent:** Monday, February 9, 2026 1:56 PM  
**To:** Sue Bilstoft; Mayor; Joshua Buck  
**Subject:** Re: 2nd curb cut

We need to look at that because he is adding a second driveway to his house which I don't believe is allowed.

Get [Outlook for iOS](#)

---

**From:** Sue Bilstoft <[cityclerk@cityofbennet.com](mailto:cityclerk@cityofbennet.com)>  
**Sent:** Monday, February 9, 2026 1:48:08 PM  
**To:** Pete Simmons <[psimmons@cityofbennet.com](mailto:psimmons@cityofbennet.com)>; Mayor <[mayor@cityofbennet.com](mailto:mayor@cityofbennet.com)>; Joshua Buck <[jpbuck78@gmail.com](mailto:jpbuck78@gmail.com)>  
**Subject:** RE: 2nd curb cut

The new ordinance has Zach inspecting and supervising the cut that must follow the regulations prescribed by Brian. If the cut is over the 25 feet allowed, Brian could recommend approval by the Mayor and City Council. I've attached a copy of the ordinance so let me know if my interpretation is wrong!

---

**From:** Pete Simmons <[psimmons@cityofbennet.com](mailto:psimmons@cityofbennet.com)>  
**Sent:** Monday, February 9, 2026 1:22 PM  
**To:** Sue Bilstoft <[cityclerk@cityofbennet.com](mailto:cityclerk@cityofbennet.com)>; Mayor <[mayor@cityofbennet.com](mailto:mayor@cityofbennet.com)>; Joshua Buck <[jpbuck78@gmail.com](mailto:jpbuck78@gmail.com)>  
**Subject:** Re: 2nd curb cut

Not sure if it's changed but when I added my second driveway it had to be approved by the village board.

Get [Outlook for iOS](#)

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**From:** Sue Bilstoft <[cityclerk@cityofbennet.com](mailto:cityclerk@cityofbennet.com)>  
**Sent:** Monday, February 9, 2026 1:19:01 PM  
**To:** Mayor <[mayor@cityofbennet.com](mailto:mayor@cityofbennet.com)>; Pete Simmons <[psimmons@cityofbennet.com](mailto:psimmons@cityofbennet.com)>; Joshua Buck <[jpbuck78@gmail.com](mailto:jpbuck78@gmail.com)>  
**Subject:** 2nd curb cut

Brandon Garvin, 1420 Hackberry has a second driveway that's gravel and he has completed a curb cut application for that driveway. Is there a charge for that if he keeps it 25 ft or less?

Thanks!

**Sue Bilstoft, City Clerk/Treasurer**  
**City of Bennet**  
**685 Monroe Street**  
**Bennet, NE 68317**  
**402-782-3300**  
**[www.cityofbennet.com](http://www.cityofbennet.com)**



# CITY OF BENNET COUNCIL MEETING AGENDA REQUEST FORM

Name:	TRAVE GRIFFITH
Address:	11700 S 171 <sup>st</sup> CT
Phone:	402-326-1745
Email:	dgriffith1@gmail.com

Brief explanation of issue presented for discussion:

To request a field crossing to access our well house as shown on the attached photo. THE wellhouse serves 6 homes in the Hunters Ridge subdivision.

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: 3-3-26

Meeting Date: 3-9-26

Saltillo Road

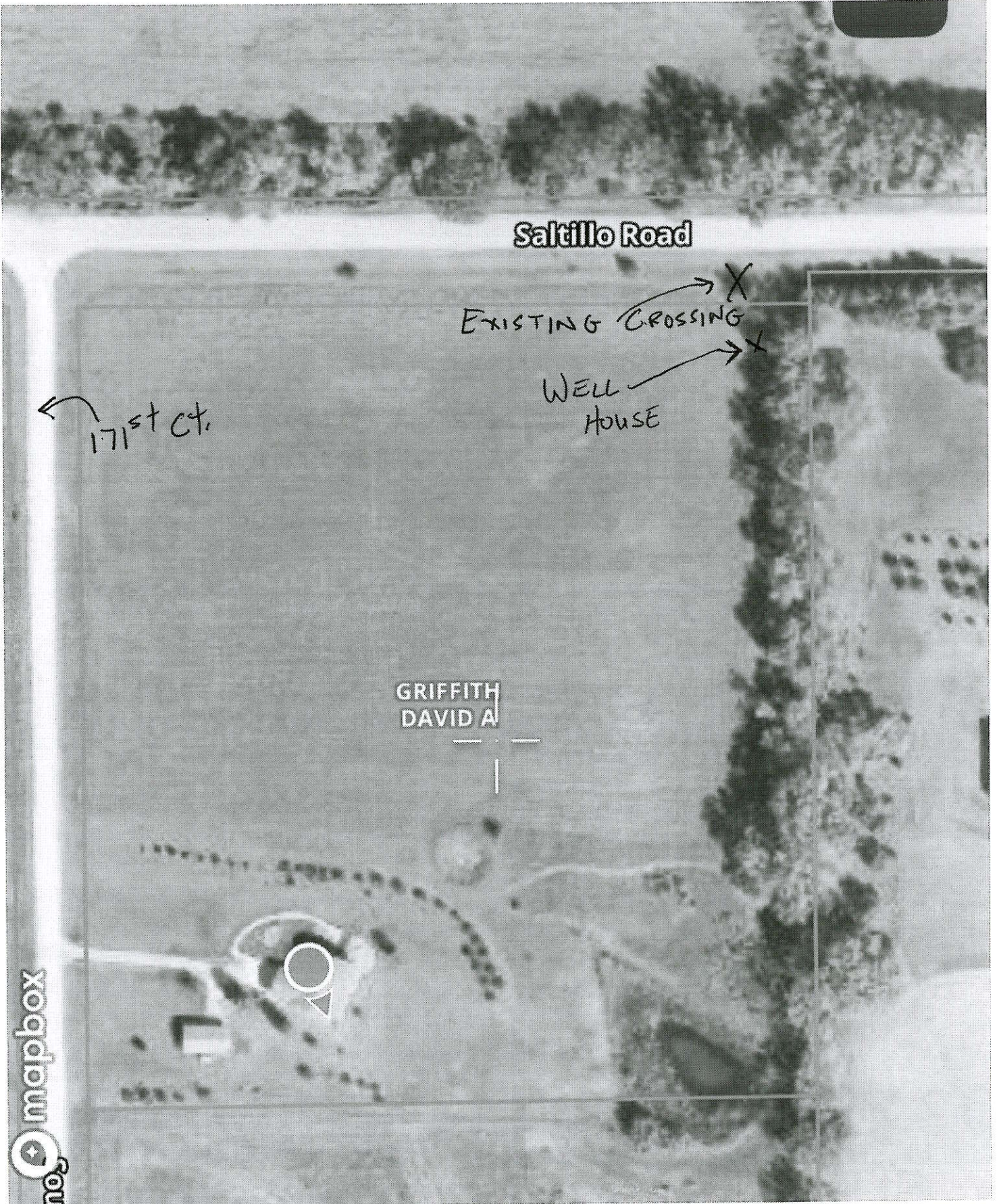
EXISTING CROSSING → X

WELL HOUSE → X

← 171<sup>st</sup> Ct.

GRIFFITH  
DAVID A

mapbox







CITY OF BENNET  
COUNCIL MEETING  
AGENDA REQUEST FORM

Name:	Kristi Sittner along w/ Tailored Life
Address:	17001 Midway Rd, Walton NE 68410 / 360 Fir St, Bennet NE 68317
Phone:	308-380-2335
Email:	ksittner@tailoredlandscapes.com

Brief explanation of issue presented for discussion:

Concern about street condition and future parking on Fir St from Monroe to Madison. Specifically the drainage grate in front of Tailored Life. the drainage solution that is currently present feels unsafe for Retail Patrons and citizens using the North side of the street. I'm just raising concern so potential plans may be put in place as well as should an event occur, my due diligence has been done.

Will email pictures of areas of concern.

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: 3-3-26

Meeting Date: 3-9-26







340

PRIVATE CARRIER  
NOT FOR HIRE



Haulmark

340





# CITY OF BENNET COUNCIL MEETING AGENDA REQUEST FORM

Name:	
Address:	
Phone:	
Email:	

Brief explanation of issue presented for discussion:

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

For Office Use Only:

Date Received: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

**City of Bennet**  
**Sales by Customer Detail**  
 September 1, 2023 through January 1, 2026

25-470-4/Favinger	Type	Date	Item	Amount
	Invoice	09/01/2023	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	10/01/2023	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	11/01/2023	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	12/01/2023	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	01/01/2024	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	02/01/2024	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	03/01/2024	6 Garbage (Garbage Service - City Refuse	14.00
	Invoice	04/01/2024	6 Garbage (Garbage Service - City Refuse	20.00
	Invoice	05/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	06/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	07/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	08/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	09/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	10/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	11/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	12/01/2024	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	01/01/2025	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	02/01/2025	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	03/01/2025	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	04/01/2025	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	05/01/2025	6 Garbage (Garbage Service - City Refuse	23.00
	Invoice	06/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
	Invoice	07/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
	Invoice	08/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
	Invoice	09/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
	Invoice	10/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
	Invoice	11/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
	Invoice	12/01/2025	6 Garbage (Garbage Service - City Refuse	35.00
Total 25-470-4/Favinger				662.00
<b>TOTAL</b>				<b>662.00</b>

To: City of Bennet Clerk and City Council

New information  
**Olsson Action Item**  
**City Action Item**

Re: March 2026 City Engineering Report

#### Transportation Safety Action Plan

- Final plan is complete and has been adopted by the city council.
- Upcoming grant deadlines:
  - State of NE TAP Funds: March 2026.
  - State of NE ASIP Funds: March 2026.
  - Safe Streets for All: June 2026.
  - Olsson has reached out to NDOT to inquire about upcoming applications/deadlines.

#### Street Maintenance Plan

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

#### Street Improvements Plan

- Approximately \$80,000/year in the budget for street improvements/maintenance.
  - Recommend \$80,000 of street improvements for 2026
- **Olsson to discuss recommended improvements with Zach and discuss at the April board meeting.**
  - On-street trail striping for Jefferson next to school. No parking on east side of Jefferson.
  - Additional street repairs on the west side of town now that school construction is complete.
  - Hackberry channel/storm sewer improvements?

#### Water Supply Analysis

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

#### Sewer Improvements/Rates

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

#### Miscellaneous

- **Olsson to prepare exhibit and cost estimate for filling in drainage ditch northeast of Hwy 43 and Hackberry and replacing with storm sewer and inlets.**
- **Olsson to review alleys and make recommendations for vacation, if needed.**
- **Olsson to provide recommendation on stop sign at Prairie Clover & Switchgrass intersection.**
  - **Olsson to prepare educational flyer.**
- Street lights installed by NE City Utilities along Cottonwood and Tyler to fill in the gaps.
- Highway allocation is \$98 per capita, below the average of \$169 per capita.
  - Look into lane mile equation to see if widening makes sense.
  - **Olsson received info from state. Will run financial analysis.**
- Gravel road washouts:
  - 2 washouts on Cottonwood/Bennet. County to repair.
    - **Repairs have not been performed. Olsson to follow up.**
  - Small washout above Tyler St. box culvert. Monitor. No action at this time.
- Water Tower Park: No action until further notice.
- **Maintenance Building: Bid was awarded to Sterup Construction.**
  - **Building plans are currently being prepared for review.**
- **Quincy St. ROW Adjustment: City to coordinate with adjacent property owners.**

#### Development Reviews

- Cochrane Corner:
  - **Olsson and City conducted a punchlist walkthrough and provided a report to the developer for correction prior to releasing escrow.**
  - **Olsson provided a list to the developer of the testing, inspections, and permit documentation required for city review.**
- Coffee Shop
  - ADA striping/signage and wheelstop needs to be installed.
    - **Olsson emailed info to City. City to notify owner.**

#### Trails

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

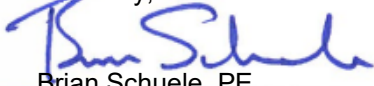
#### Tyler & Cottonwood Street Paving (info from 2021)

- Project Cost: \$1,250,000
  - \$95,000/year for 15 year bond at 1.75%

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

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

Sincerely,

A handwritten signature in blue ink that reads "Brian Schuele". The signature is fluid and cursive, with the first name being more prominent.

Brian Schuele, PE

# City of Bennet Maintenance Report

March 6<sup>th</sup>, 2026

## Water

- Performed our monthly water test at 610 Cottonwood and 565 Madison. Both Passed
- Pumped 2,118,000 million Gallons The daily maximum was 112,000 and the low was 63,000. The monthly Average was 75,863.
- Read all water meters in the city, had no shut offs
- Had walk around at Cochran's Corner and Brian and myself found a few issues that need to be addressed
- Locates have started to come in as the weather has been nicer
- Flushed hydrants from the school down Jefferson to Fir and West to dead end
- Continued working in Lead and Copper updates to the list by going through the as built's we have.
- Replaced 3 water meters that have gone over a million gallons
- Dug up 15 Cottonwood water service at the west dead end on Fir Street because of lack of water pressure. Found that when it was Tapped years ago there was a piece that did not come out so it was restricting the flow.
- **Talked with Maguire Iron, Capital Tower, and Greg Brekel (State of Nebraska Water Representative) about the Turkey Vultures roosting on the water tower every year. The cheapest and most efficient way to get rid of them is to hang a dead one up inside the railing and that would be a deterrent for them to roost up there. Game and Parks could get us however many we would need for no cost and Capital Tower would put it up there for \$300. The next option is to get decoys and put them up there. The issue with this is that it may not solve the problem because they could catch on and would come back. Either option we go with could have issues from possible smell and curb appeal from the citizens in the area. If we let it go and do nothing the bird feces will continue to destroy the paint on the water tower and it is also an eye sore. Along with that is the thought of the bird feces on the tower that our drinking water is in. The state has not said that we must do anything about it but did say that it is something we should address before it gets worse and have to repaint the water tower sooner than anticipated.**

## Needs:

- Look into water main that is not on our maps but might be there on Garden and Madison to the west. We need to wait until spring when there is better weather when we turn the valve, so we are not forced to dig it up if the valve breaks in poor weather

## Wastewater Treatment Plant/ Sewer

- Treated 1.868 million Gallons with a daily high of 73,100 and a low of 61,400, AVG Flow 66,700
- Completed monthly effluent testing and delivered to the lab in Omaha, everything came back well under limits.
- We are still Under 50 Percent of the plant's max capacity of 150,000 gallons of daily flow.

- I talked with Midwest Labs about taking a Dissolved Oxygen sample that is required once a year, they will charge us \$282.85 per year. We should look into this for this year and then budget for a DO meter of our own so we can monitor the air that is in the system more frequently to better help with ammonia Non compliances. The rough price for that would be around \$3500
- Pumped out digestors to the lagoon.
- Did Annual service on both Air compressors that run Air Valves at the treatment plant

**Needs:**

- Get UV modules ready to be in stalled at the end of the month

**Streets**

- Plowed snow and put salt down once this month, we did not get much snow but got it off the roads so it would melt faster
- The Pad for the new streets building is just about complete. Vasa's will be back this month to finish up before the new building starts going up.
- Got all the Christmas lights down and put away

**Needs:**

- As weather gets better, we will need to pull out old street signposts out.

**General**

- Hired Ricky Skillett and so far he has been working out well. He is very receptive of the training I have been providing and isn't afraid to get his hand dirty.

**Needs:**

- Nothing new at this time

**Dump**

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

**Needs:**

- Burn brush pile in the next few weeks (weather permitting)
- Get a few loads of rock spread in the spring

## Parks and Ballfields

### City Park:

- Nothing new this month

### **Needs:**

- Seed, fertilize, and spray by the end of April (this Spring)

### Whispering Pines:

- Nothing new this month

### **Needs:**

- Need to have mulch added to tree bases and entrance garden and around bridge gardens.
- Finish Cleaning Drainage ditch and spray 24-D before weeds start growing again.

### T-Ball Field:

- Nothing new this month

### **Needs:**

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

### South Ballfield:

- Nothing new this month

### **Needs:**

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

*Zach Fergus*

Utilities Superintendent

City of Bennet

3/6/2026



**Overtime Worked**  
**02-01-2026 to 02-28-2026**

<b>Deputy</b>	<b>Start - End</b>	<b># Hours</b>	<b>Date</b>	<b>OT Type</b>
22118 BARNETT, BARRY	1130 - 1530 ✓	4.00	02-28-2026	SUPL CONTRACT-BENNET
		<u>4.00</u>		
22139 BRYANT, CHAD	1900 - 2100 ✓	2.00	02-18-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1845 - 2115 ✓	2.50	02-22-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	0730 - 0900 ✓	1.50	02-24-2026	SUPL CONTRACT-BENNET
		<u>6.00</u>		
22141 HANSEN, MICHAEL	0815 - 1045 ✓	2.50	02-02-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0730 - 1000 ✓	2.50	02-09-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0700 - 0930 ✓	2.50	02-16-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0815 - 1045 ✓	2.50	02-23-2026	SUPL CONTRACT-BENNET
		<u>10.00</u>		
<b>Total:</b>				<b>20.00</b>

*CD* 3.2.26



# Lancaster County Sheriff's Office



Report of Contract Deputy Barnett  
 Activity for the Village / Town / City of Bennet  
 Date Worked 02-28-2026  
 Start of Shift: 1130 End of Shift: 1530

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
1130-1245hrs	SEL	Town	Town Patrol
1245-1300hrs	HBO	Town	Met resident to sign applications for a couple of juveniles attending a cadet academy
1300-1330hrs	SEL	Town	Town Patrol
1330-1415hrs	SEL	Monroe/Cottonwood	Traffic selective. Two warnings for speeding.
1415-1530hrs	SEL	Town	Town Patrol

# of Citations Issued: <u>0</u>	Warning / Defect Citations Issued: <u>2</u>
Total hours worked this date: <u>4</u>	Vehicle number: <u>0934</u>
	Total mileage for this shift: <u>6</u>

Deputy Reporting Barnett/902118

Supervisor Approving 



# Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen 902141  
 Activity for the Village / Town / City of Bennet  
 Date Worked 02-23-2026  
 Start of Shift: 0815 End of Shift: 1045

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

Time (s)	Type	Location	Remarks
0815			Start of shift Mileage 135842
0820	BUS	Downtown	
0830	SEL	Park	
0845	SEL	Monroe	Traffic
0945	SEL	Legion	
01000	SEL	Cemetary	
1005			General town patrol
1045			End of Shift Mileage 135861

# of Citations Issued: _____	Warning / Defect Citations Issued: _____
Total hours worked this date: <u>2.5</u>	Vehicle number: <u>935</u> Total mileage for this shift: <u>19</u>

Deputy Reporting M. Hansen 902141

Supervisor Approving 



# Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen 902141  
 Activity for the Village / Town / City of Bennet  
 Date Worked 02-16-2026  
 Start of Shift: 0700 End of Shift: 0930

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

Time (s)	Type	Location	Remarks
0700			Start of shift Mileage 135732
0710	BUS	Downtown	
0715	SEL	Park	
0800	SEL	Monroe	Traffic
0900	SEL	Legion	
0915	SEL	Cemetary	
0930			End of Shift Mileage 135750

# of Citations Issued: _____	Warning / Defect Citations Issued: _____
Total hours worked this date: <u>2.5</u>	Vehicle number: <u>935</u>
	Total mileage for this shift: <u>18</u>

Deputy Reporting M. Hansen 902141

Supervisor Approving *Chy*



# Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen 902141  
 Activity for the Village / Town / City of Bennet  
 Date Worked 02-09-2026  
 Start of Shift: 0730 End of Shift: 1000

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

Time (s)	Type	Location	Remarks
0730			Start of shift Mileage 135617
0735	BUS	Downtown	
0745	SEL	Park	
0800	SEL	Monroe	Traffic
0900	SEL	Legion	
0930	SEL	Cemetary	
1000			End of Shift Mileage 135637

# of Citations Issued: _____	Warning / Defect Citations Issued: _____
Total hours worked this date: <u>2.5</u>	Vehicle number: <u>935</u>
	Total mileage for this shift: <u>20</u>

Deputy Reporting M. Hansen 902141 Supervisor Approving *Chy*







