City of Bennet
City Council
NOTICE OF MEETING
July 13, 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 June 8, 2006, City Council Regular Meeting Approval
   - 3.b. Approve amended minutes from the May 2026 meeting
   - 3.c. Discuss/Approve Agreement with Mike Palm for iWorq Assistance
   - 3.d. Approval of Conversion Quote for ClerkBooks Municipal Accounting program on CIP List
   - 3.e. CLAIMS FOR PAYMENT
   - 3.f. TREASURER'S REPORT
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. **UNFINISHED BUSINESS**
   - 5.a. Ryan Cheney Building Permit
6. **NEW BUSINESS**
   - 6.a. Discuss/Approve RESOLUTION 2026-7.1 Renewal of LARM
   - 6.b. Discussion/Action Bennet Square Sign created without permit/approval
   - 6.c. Discuss/Approve Acceptance of Bush Pines Outlot D remaining parcel
   - 6.d. Discuss/Approve Moving Brush Pile location to WWTP
   - 6.e. Nuisance Abatement 610 Cottonwood
   - 6.f. Nuisance Abatement 675 Fir Street
   - 6.g. Discuss/Approve — Creating an E-Bike Ordinance in cooperation with other communities
   - 6.h. Discussion/Approve Registration of Golf Cars, UTV's, ATV's
   - 6.i. Discuss/Approve School Meter Installation and water usage
   - 6.j. Approval of Pavers bid for Madison Street Improvements.
   - 6.k. Approval of Pavers bid for Dogwood Street Improvements, from Hwy 43 to Jackson Street
   - 6.l. Approval of Pavers bid for Dogwood Street Improvements, from Jackson to Van Buren Street.
   - 6.m. Approval of Pavers bid for Jackson Street Improvements.
   - 6.n. Approval of Pavers bid for Misc. Street and Drainage Improvements.
   - 6.o. Discuss Zoning Ordinance
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. LSO June Hours
   - 7.b. July Engineer's Report
   - 7.c. July 2026 Maintenance Report
8. COMMUNICATIONS
9. PUBLIC COMMENT
10. ADJOURNMENT

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

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City of Bennet, Nebraska
City Council
Minutes June 8, 2026
Regular Meeting

The City Council ("Council") of the City of Bennet, Nebraska ("City"), convened for a regular business meeting on June 8, 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 June 5, 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: Jesse Schmidt, Pete Simmons, Dan Zieg. Absent: Josh Buck. Also in attendance were City Attorney David Solheim, Deputy City Attorney Matt Blaser and Utility Superintendent Zach Fergus. A quorum being present, and the meeting duly commenced, the following proceedings were taken while the meeting remained open to attendance by the public. The Pledge of Allegiance was recited.

CONSENT AGENDA:

- 3.a. Minutes of May 11, 2026, City Council Regular Meeting Approval
- 3.b. Claims for Payment
- 3.e. Treasurers Report
- 3.d. RESOLUTION 2026-6.1 Approval of Big Ten Block Party Application

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

Attorney Solheim requested the Quincy Street Replat Agreement be tabled until July.

Mayor Cheney introduced the list of CIP projects and discussion was held on fiscal years affected. Utility Superintendent Zach Fergus gave an overview of the requests he included. City Engineer Brian Schuele had made some changes of previous requests, and City Clerk Biltoft explained changes that she had requested.

Mayor Cheney introduced the RESOLUTION 2026-5.3 Adopt Revised Employee Handbook. The previous version had been revised to include on-call pay and background checks for new employees. Zieg moved and Simmons seconded a motion to approve RESOLUTION 2026-5.3 and adopt the revised handbook. Roll call vote: YES: Simmons, Zieg, Schmidt. ABSENT: Buck. Motion carried.

Mayor Cheney introduced the topic of rate increases needed for water and sewer service fees and usage as recommended by Michael Hoback, Auditor. After discussion it was decided to review and include in the budget hearings in August.

City of Bennet, Nebraska
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Clint Pebley updated the council regarding the Bennet Builders fundraising for the toddler playground equipment. Once the funds are received from the Nebraska Community Foundation, the equipment will be ordered.

Gary Judds did not appear for his agenda request to discuss regulations.

Mayor Cheney introduced an item requested by City Engineer Schuele regarding the approval of striping of on-street shared use bike/pedestrian path on Jefferson Street from Cottonwood to school entrance. After discussion this was tabled until July when Schuele can be present to for questions and discussions.

Zieg moved and Simmons seconded a motion to adjourn at 7:51 pm. Roll call vote: YES: Zieg, Schmidt, Simmons. ABSENT: Josh Buck. Motion carried.

City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

City of Bennet, Nebraska
City Council
Amended Minutes May 11, 2026
Regular Meeting

The City Council ("Council") of the City of Bennet, Nebraska ("City"), convened for a regular business meeting on May 11, 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 May 7th, 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: Present, Jesse Schmidt: Present, Pete Simmons: Present, Dan Zieg: Present.. A quorum being present, and the meeting duly commenced, the following proceedings were taken while the meeting remained open to attendance by the public. The Pledge of Allegiance was recited.

CONSENT AGENDA

- 3.a. Minutes of April 13, 2026, City Council Regular Meeting Approval
- 3.b. Claims for Payment
- 3.c. Treasurers Report
- 3.d. Review/Approve Burke Brown III Planning Commission Application
- 3.e. Resolution 2026-5.1 Appointment of Brown, PC Alternate
- 3.f. Jeff Palik Introduction Letter
- 3.g. Resolution 2026-5.2 Appointing Street Supt. Palik

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

Discussion was held on the hours and condition of the splash pads, water usage and loss of water. Zieg moved and Schmidt seconded a motion to approve new hours of: Monday, Wednesday, Friday 4:00 pm - 8:00 pm; Saturday and Sunday 11:00 am to 6:00 pm. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

Mayor Cheney introduced the revised Bennet Personnel Policy. Deputy Attorney Blaser reviewed the changes that were made by Jena, Solheim Law Office, with suggestions from the personnel committee and city clerk. Discussion was held and the decision to include a section addressing on-call pay and hours. Solheim's office will make the updates, and the policy will be reviewed again at the June meeting.

Brian Schuele provided an update of the SS4A Grant Application. In accordance with the Safety Action Plan adopted last year, the City of Bennet is applying for a grant to pave Cottonwood & Tyler Streets and construct the trail that will connect the residential neighborhoods on the east side of town to the improved highway crossing that NDOT will construct. Letters of support from various agencies will be requested to include with the grant application along with the letter of financial commitment from the city for twenty percent matching funds.

City of Bennet, Nebraska
City Council
Amended Minutes May 11, 2026
Regular Meeting

Mayor Cheney introduced the City Letter of Financial Commitment for the SS4A grant application. Zieg moved and Simmons seconded a motion to approve the letter of commitment. Roll call vote: YES: Simmons, Zieg, Buck, Schmidt. Motion carried.

Mayor Cheney presented the fee changes for water and sewer service and fee usage increases that the accountant, Michael Hoback, suggested after the 2024-2025 audit. Schmidt will contact Hoback for more information.

Mayor Cheney introduced discussion of a possible water and sewer lien on 560 Garden Street. The city clerk will review the account and re-calculate the late fees and send that information to the attorney's office. Buck moved and Zieg seconded a motion to approve Resolution 2026-5.4 Water/Sewer Lien on 560 Garden Street. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Written reports from staff and law enforcement hours were reviewed.

Mayor Cheney opened the floor for public comment.

Zieg moved and Simmons seconded a motion to go into closed session at 7:56 pm after receiving legal advice based on threatening or pending litigation. Roll call vote: YES: Motion carried. Buck, Schmidt, Simmons, Zieg. Motion carried.

The city council returned to open session at 8:29 pm.

There being no further business, Zieg moved and Schmidt seconded a motion to adjourn at 8:30 pm. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
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City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into as of the __ of July, 2026 (the "Effective Date"), by and between the City of Bennet, a Nebraska municipal corporation (the "City") and the undersigned individual or business entity duly authorized to conduct business in the State of Nebraska (the "Contractor"). The City and Contractor may be referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the City is authorized to administer building permits and maintain records relating to construction activities and other municipal functions within its jurisdiction; and

WHEREAS, the City utilizes the iWorQ software system to administer and maintain building permit records and desires assistance with data entry, template development, and related administrative functions associated with that system; and

WHEREAS, the Contractor possesses the experience, knowledge, and technical skills necessary to assist the City with entering building permit information into iWorQ, reviewing and developing templates, improving permit-related forms, and performing related administrative support services; and

WHEREAS, the City desires to retain Contractor to provide such services on a non-exclusive, independent contractor basis, and Contractor desires to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

1. **Appointment.** Subject to the terms and conditions of this Agreement, the City hereby retains and appoints Contractor to provide administrative support services related to the City's building permit program, including building permit data entry into the City's iWorQ software system, assistance with reviewing and creating templates within iWorQ, updating and improving building permit application forms, and related administrative services (collectively, the "Services"), as an independent contractor. Contractor hereby accepts such appointment and agrees to perform the Services in a timely, professional, and competent manner, consistent with applicable City policies and procedures and the laws of the State of Nebraska.

   Contractor's appointment under this Agreement is non-exclusive, and the City expressly reserves the right to retain other contractors, consultants, or service providers as the City may deem necessary or appropriate.

2. **Scope of Services.** Contractor shall provide administrative support services related to the City's building permit program (collectively, the "Services") as reasonably requested by the City.Such Services may include:

a. Entering building permit applications, permit information, and related records into the City's iWorQ software system;

b. Assisting with reviewing, creating, modifying, and organizing templates, workflows, and related administrative features within the iWorQ software system;

c. Assisting with reviewing, updating, and improving the City's building permit application forms and related administrative documents to enhance usability and efficiency;

d. Maintaining complete and accurate records relating to the Services performed under this Agreement and promptly providing such records to the City upon request; and

e. Performing such other administrative or technical support services related to the City's building permit administration as may be mutually agreed upon by the Parties.

The City shall provide Contractor with reasonable access to the City's iWorQ software system, permit records, forms, and other information reasonably necessary to perform the Services.

Nothing in this Agreement shall be construed as granting Contractor any authority to review building plans for code compliance, perform inspections, issue permits, make code interpretations, exercise enforcement authority, bind the City contractually, incur obligations on behalf of the City, or otherwise exercise any governmental or discretionary authority on behalf of the City. Contractor acknowledges that all building plan reviews, permit issuance decisions, code interpretations, enforcement decisions, and other governmental actions remain vested in the City or its duly authorized officials, boards, employees, or consultants.

3. **Term and Termination.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for an initial term of **six (6) months**, unless sooner terminated in accordance with this Agreement. Thereafter, this Agreement may renew for successive six (6) month terms upon mutual written agreement of the Parties, or as otherwise approved by the City.

   The City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Contractor. Contractor may terminate this Agreement upon thirty (30) days' written notice to the City; provided, however, that Contractor shall reasonably cooperate with the City during any transition period and shall complete or transfer any pending work product, records, templates, forms, electronic files, or other materials related to the Services as requested by the City.

   Notwithstanding the foregoing, the City may terminate this Agreement immediately upon written notice if Contractor:

   a. Fails to maintain any license, certification, registration, or qualification required to perform the Services;

   b. Fails to maintain any insurance required under this Agreement;

c. Commits fraud, dishonesty, gross negligence, willful misconduct, or material noncompliance with applicable law, City ordinances, or adopted code requirements;

d. Has an actual or apparent conflict of interest that materially interferes with Contractor's ability to perform the Services impartially; or

e. Materially breaches this Agreement and fails to cure such breach within ten (10) days after written notice from the City, if such breach is capable of cure.

Upon termination or expiration of this Agreement, Contractor shall promptly deliver to the City all work product, records, templates, forms, correspondence, notes, electronic files, login credentials created specifically for the City (if any), permit-related documentation, and other materials prepared or maintained in connection with the Services, whether in physical or electronic form, and shall cooperate in an orderly transition of the Services.

4. **Compensation and Payment.** As consideration for the Services performed under this Agreement, the City shall pay Contractor a fixed fee of **Four Hundred Dollars and 00/100 ($400.00)** per month, regardless of the amount of time required to complete the Services.

   Contractor shall submit a Monthly Invoice and Activity Log in substantially the form attached hereto as **Exhibit A** no more frequently than monthly, unless otherwise approved by the City. The Monthly Invoice and Activity Log shall identify the applicable billing period, the date(s) Services were performed, the project, property address, permit, or other matter to which the Services related (if applicable), and a brief description of the Services performed. The Monthly Invoice and Activity Log is intended solely to document the Services performed under this Agreement and shall not be construed as requiring hourly billing or timekeeping.

   The City shall review and process approved Monthly Invoices and Activity Logs in accordance with its regular claims approval and payment procedures under applicable law of the State of Nebraska. Submission of a completed and signed Monthly Invoice and Activity Log in accordance with this Section shall be a condition precedent to payment of the monthly compensation provided herein. No payment shall constitute acceptance of defective, incomplete, unauthorized, or non-compliant Services.

5. **Independent Contractor Status.** Contractor is, and shall at all times remain, an independent contractor with respect to the City. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, agency, employment, fiduciary, or other similar relationship between Contractor and the City, and Contractor shall have no authority to bind or obligate the City except as expressly authorized in writing by the City.

   Contractor shall have sole control over the manner, means, methods, scheduling, staffing, and internal administration of Contractor's business operations in performing the Services, subject to Contractor's obligation to perform the Services in accordance with this Agreement, applicable City ordinances, adopted codes, and the lawful directives of

authorized City officials relating to the scope, timing, coordination, or reporting of the Services.

Contractor acknowledges and agrees that Contractor is not an employee of the City and shall not be entitled to wages, overtime compensation, retirement benefits, insurance benefits, workers' compensation coverage through the City, unemployment benefits, leave benefits, or any other compensation or benefits provided by the City to its employees.

Contractor shall be solely responsible for all federal, state, and local taxes, including income taxes, self-employment taxes, payroll taxes, withholding obligations, and any licensing, registration, or business operating obligations arising from Contractor's performance under this Agreement, including obligations under the laws of the State of Nebraska.

Contractor shall be solely responsible for providing all labor, supervision, tools, equipment, vehicles, office support, communication devices, and other resources necessary to perform the Services, except to the extent the City expressly agrees otherwise in writing.

6. **Licenses, Certifications, Insurance, and Compliance.** Contractor represents that Contractor holds, and shall maintain throughout the Term of this Agreement, all licenses, certifications, registrations, insurance coverage, and other qualifications necessary to lawfully perform the Services and such additional coverages or certifications as the City may reasonably require. Upon request, Contractor shall provide the City with reasonable proof of such licensure, certifications, qualifications, or insurance coverage.

7. **Records and Reporting.** Upon request, Contractor shall promptly provide such records to the City, and all records, reports, and work product created in connection with the Services shall be deemed property of the City. Contractor acknowledges that records provided to the City may be subject to disclosure under applicable public records laws of the State of Nebraska.

8. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and its officers, board members, employees, agents, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or relating to Contractor's negligent acts, omissions, willful misconduct, or breach of this Agreement in connection with the performance of the Services. This Section shall survive the termination or expiration of this Agreement.

9. **Miscellaneous.**

    a. Conflicts of Interest. Contractor shall perform the Services in an impartial and professional manner and shall avoid any actual or apparent conflict of interest in connection with the Services. Contractor shall promptly disclose to the City any financial interest, personal relationship, prior involvement, or other circumstance that could reasonably affect Contractor's independence, objectivity, or professional judgment. Contractor shall not engage with, approve, or otherwise participate in any

matter in which Contractor has a direct or indirect financial or personal interest without the City's prior written consent.

b. Subcontracting and Assignment. Contractor shall not assign this Agreement or subcontract any portion of the Services without the prior written consent of the City. Any approved subcontracting or assignment shall not relieve Contractor of Contractor's obligations or responsibilities under this Agreement.

c. Municipal Funding. Contractor acknowledges that the City's obligations under this Agreement are subject to lawful appropriation of funds and approval of claims in accordance with applicable Nebraska law.

d. Confidentiality. To the extent Contractor receives or has access to non-public information relating to the City, permit applicants, property owners, enforcement matters, or other City business, Contractor shall maintain the confidentiality of such information except as disclosure is required by law or expressly authorized by the City.

e. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the county in which the City is located.

f. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier to the addresses designated by the Parties, or to such other address as either Party may designate in writing.

g. Entire Agreement; Amendments. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements relating thereto. This Agreement may be amended only by a written instrument executed by both Parties.

h. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

i. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and creates no rights in any third party.

j. Survival. Sections relating to indemnification, records retention, confidentiality, payment obligations, and any other provisions which by their nature should survive termination shall survive expiration or termination of this Agreement for a period of one (1) year.

k. Authority. Each Party represents that the person executing this Agreement on its behalf has full authority to bind such Party.

1. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically shall be deemed original signatures for all purposes.

[Signature Page to Follow]

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement effective as of the Effective Date set forth above.

THE CITY OF BENNET, NEBRASKA
A Nebraska municipal corporation

_____ _____

Ryan Cheney, Mayor Date

Attest:

_____

Sue Biltoft, City Clerk

INDEPENDENT CONTRACTOR

By: _____ _____

Date

Name: _____

Title: _____

If an entity

_____

State of Organization, if an entity.

EXHIBIT A
MONTHLY INVOICE AND ACTIVITY LOG

Billing Period:_____ Mike Palm, Independent Contractor

Amount due: $400.00

DATE	ADDRESS / PROJECT	DESC. OF SERVICE PERFORMED

Certification

This Monthly Invoice and Activity Log is submitted pursuant to the Independent Contractor Agreement between the undersigned Contractor and the City. By signing below, Contractor certifies that the Services identified above were performed during the billing period, that this document constitutes Contractor's invoice for the monthly compensation due under the Agreement, and that the information contained herein is true and correct to the best of Contractor's knowledge and belief.

Submission of a completed and signed Monthly Invoice and Activity Log is a condition precedent to payment under the Agreement.

Contractor Signature:_____ Date:_____

Printed Name:_____

ClerkBooks® Municipal Accounting
185 E Sesame St
Garner, IA 50438
855-525-3757
eddie@clerkbooks.com

Quote

Date
5/12/2026

Quote For:	Notes:	Data Conversion Date:
City of Bennet 685 Monroe St PO Box 255 Bennet, NE 68317	Quote for the conversion of beginning balances and all transactions for the current fiscal year, as of the date of data conversion, to date. Monthly fees will begin the first of the month after a full month after installation.	Dates will be set upon reciept of signed documents and meeting minutes

ClerkBooks Software Features and Services	Initial Setup	Current Monthly Fees
Core Software and Services	$ 1,080.00	*$50.00 per month plus transaction fees.* *Transaction fees are billed on a tiered sliding scale, similar to most utility billing systems, as follows:* **Current rates per transaction** *Range — Rate* *1 - 1000 — $ 0.10* *1001 - 2000 — $ 0.07* *2001 - 3000 — $ 0.04* *3001 — $ 0.01* *Rates are calculated per transaction for all transactions within that range. Example: 1500 transactions would cost $100 for the first 1000 transactions and $35 for the next 500 transactions.*
• Initial Setup (portal database and user accounts)		
• Dedicated Data File (custom chart of accounts (COA) as recommended by your State Auditor and streamlined to match your budget report; custom payroll; custom memorized transactions; custom quick data entry groups, 30+ GASB compliant reports for municipalities; and much more)		
• Built-In User Support Site (includes: important announcements, inspirational/educational newsletter-type articles, webinar registration, history of support Hours purchased and used, 14+ hours of video training, context specific tool-tips, and hundreds of step-by-step how-to articles)		
• Council/Board Training Videos (Focuses on understanding and using the financial reports to make decisions, catch mistakes and prevent fraud)		
• Orientation (two half-days of one-on-one remote training with our support representatives; orientation is customized for your specific setup)		
• 24/7 Access (your data file will be accessible via the web when you need it, where you need it)		
• Data Protection (your data file will be protected from hardware failure, hackers, malware, ransomware, and viruses by professional grade physical and software systems)		
• Online Backup (your data file is backed up every night to an industry leading backup service within the USA. Data restoration can be done upon request with the use of your available support hours)		
• Read-Only Access (At any time you can request read-only access for Council Members, Auditor's or other external users. There is no additional charge for this access while you are a ClerkBooks customer.)		
General Ledger		
• Accounts Payable (Vendors, Vouchers, Bills, Bill Payments, etc.)		
• Accounts Receivable (Customers, Invoices, Invoice Payments/Receipts, Deposits, etc.)		
• Banking (Checks, Deposits, Bank Reconciliations, etc.)		
• General Journal Entries (Audit Adjustments, etc.)		
Utility Billing		
• Utility Billing (spreadsheet style data entry; multi-level tiered rate calculations for water, sewer, natural gas and electric; custom flat fees; even pay; round-up items; late fees; discounts; linked meters; estimated readings; and more)		
• Automated Meter Reader Setup (Setup integration between the Utility Billing Module and your Sensus AutoRead automated meter reading software)		
Customer Payment Solutions		
• Nacha (process payments via ACH bank draft. Unless your bank charges a fee, this option is free to you, and free to your customers)		
• Credit and Debit Cards (includes a card reader and an online portal where customers can see invoice and payment history and schedule payments; this is free to your city; all payment processing charges are passed to the customer)		
Payroll		
• Payroll Basics (process timesheets, paychecks and payroll liability checks using updated federal, state and local tax tables; track various compensated absences including PTO and comp time; track complicated retirement and health insurance calculations; payroll reports; and more)		
• Direct Deposit for Paychecks using Nacha file to create ACH payments		
• Payroll Tax Form Submission (tax forms such as 941s, W2s, and 1099s can be processed through an in system integration with our partners at Tax Bandits)		*Priced per Form* *taxbandits.com/pricing*
File Set-up		
• Set-up, Customization and Data Transfer (We work with you to: streamline the full chart of accounts for your specific needs; set-up budgets; add customer, vendor and employee information; add beginning bank account balances; add beginning fund balances; enter transactions; re-reconcile bank accounts, and much more, all to make ClerkBooks work specifically for your City)	$ 4,320.00 *Conversion of 02,034 to 03,100 transactions and all supporting information*	*N/A - One-Time Setup*
*This quote is based upon our initial interview . If the actual data converted is **materially different** than provided during the interview, the final invoice may be different than the amount quoted. Documentation of the reasons for the difference will be provided with the final invoice.*	One-Time Setup Fee **$ 5,400.00**	**Estimated Monthly Fees** *(Starting 1st of the month after full month after install)* **$151.19**

ClerkBooks® Municipal Accounting

185 E Sesame St
Garner, IA 50438
855-525-3757
eddie@clerkbooks.com

Date
5/12/2026

Acceptance of Quote and Terms of Service

We, the governing body of the City of Bennet, state that we understand and accept the attached quote dated 05/12/2026 for $5,400.00 as presented by ClerkBooks, Inc. according to the following Terms of Service. We also understand that continued service is governed by the most recent version of these terms found online at: https://wp.clerkbooks.com/about-clerkbooks/terms-of-service/

Potential Variances Between Quote and Final Invoice

- The actual invoice may vary if content or scope is **materially different** than presented during the initial interview.
- The quote is based on the number of transactions to be converted. This number has been estimated based on the anticipated install date noted on the quote. However, installs are scheduled on a first-come first-served basis. Therefore, if the estimated dates of the install are no longer available at the time the quote is approved, the actual invoice will be more than the quote due to the increased number of transactions.
- Setup will complete with the data given at that time. Any data given after the install will be added using support hours.
- **Cancellation Policy:** Down payment is completely refundable if cancellation is made 1 month or more prior to the scheduled starting date. 50% of down payment is refundable if cancellation is made 1 week or more prior to starting date. Down payment will not be refunded if cancellation is made within 1 week of the starting date.
- **Postponing Installation:** postponing the installation may increase or decrease the data conversion charges on the invoice depending on how far away from the start of the fiscal year the postponement moves the dates. On top of this adjustment, there are no additional fees for postponing an installation 1 month or more prior to the scheduled starting date. There is a 10% additional fee for postponing 1 week or more prior to starting date. There is a 25% additional fee for postponing within 1 week of the starting date.

Terms of Payment

- The entire quote and terms must be approved before the installation dates can be locked-in.
- Payment terms are 1/2 down to lock in installation dates and 1/2 due after the 1st day of orientation.
- Once the down payment is received, the customer will gain access to the online training videos and cheat sheets.
- Once the first day of orientation has been completed, an official invoice will be emailed. This invoice will reflect the actual due minus the down-payment. If the amount varies from the quote, documentation will be included giving the reason for any discrepancy. The City may discuss with ClerkBooks the validity of the discrepancy before the next payment is made.
- If payment is not received according to terms, ClerkBooks reserves the right to uninstall all software and remove associated data files. No refund of down payment will be made.

Monthly Software Renewals

- Renewals cover the cost of hosting and updating the software.
- Renewal invoices will be emailed on or near the first day of each month.
- Renewal fees are based on a flat monthly hosting fee plus a transaction fee. Transaction fees are based on a tiered sliding scale, in a similar manner as most metered utility charges are billed.
- Renewal fees will automatically be deducted from your designated bank account via ACH on the 15th day of the month.
- Declined ACH payments will cause your account to be delinquent. If this occurs, you will be notified and offered 24 hours to provide an alternative ACH payment method. A service fee of $25 will be added to that payment. If your account has not been brought up to date within 24 hours, your software will no longer be accessible. Full access will be granted once your account has been brought up to date.
- Renewal prices do not include installation or support services.
- Installation services are optional and can be provided and billed by deducting from your support hours or billed separately.
- Software updates are published every night after 8pm cst. Updates can be downloaded and installed by your staff using a tool within the software.
- Renewal prices shown may change periodically based on cost-of-living adjustments and/or addition of new features.

Software License

- The customer is not purchasing the rights to the software, the customer is purchasing a license to use the software.
- ClerkBooks can remove access to the software if the license agreement is not honored. The complete license agreement can be found at: https://wp.clerkbooks.com/about-clerkbooks/software-license-agreement/ and may change without notice.

Support and Continuing Education

- Support is purchased separate from software and is pre-paid in 5, 10, 20, 40 or 80 hour packages.
- Support prices shown may change each year. Previously purchased packages will not lose value when prices change.
- Support time is deducted in 5 minute increments from available hours every time a support call is made or an email is answered.
- Un-used support hours are non-refundable but never expire or loose value.
- Support can be used for any questions related to software, hardware, accounting, clerical or administrative issues. We help setup networks and online backups, and can transfer files to new computers. We can answer any accounting question. We offer audit support prior to, during and after the audit. We offer grant writing and capital project administration support. We offer both live and webinar based Council training and staff continuing education.
- An available balance of pre-paid support hours is required to continue to use the software and the User Support website.

Governing Body Participation

- You may participate in the setup, orientation or any support call at any time and may ask ClerkBooks any questions regarding the system or its use at any time. Your questions will deduct from available support hours the same as any questions presented by staff.
- You are strongly encouraged to watch two 1 hour training videos on using the financials to make decisions, catch mistakes and prevent fraud. These videos are available once the down payment is received.

Auditor's Copy

- A read-only copy of your data can be provided to an auditor at your request or at their request. (Unless otherwise ordered by the court, you will be notified when an Auditor's Copy is created.)
- There are no setup or hosting fees for access to the Auditor's Copy.

Standard of Care

- We endeavor to provide services in good faith based on best practices as defined in GAAP and GASB recommendations as well as State Financial Guidelines and Ethics laws.
- However, it is the responsibility of the Governing Body to oversee and approve the financials and financial systems in order to catch mistakes and prevent fraud.
- Therefore, the Governing Body agrees to indemnify and hold harmless the firm and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations of management, except to the extent determined to have resulted from the intentional or deliberate misconduct of the firm's personnel.

Cancellation of Agreement

- Either party may cancel this agreement at any time for any reason upon formal or informal written notice.
- If the Governing body terminates the agreement, any unused support hours and hosting fees will be forfeited.
- Full access to our data will be accessible until the start of the next month.
- Read-only access to your data can be granted for a nominal monthly fee.
- Your data will be archived for 10 years for auditing purposes. Read-only access can be granted for a nominal monthly fee during that time.
- Upon cancellation, all remaining account balances will be immediately due

Names of Council/Board Members Approving Quote & Terms:

Witnessed by:

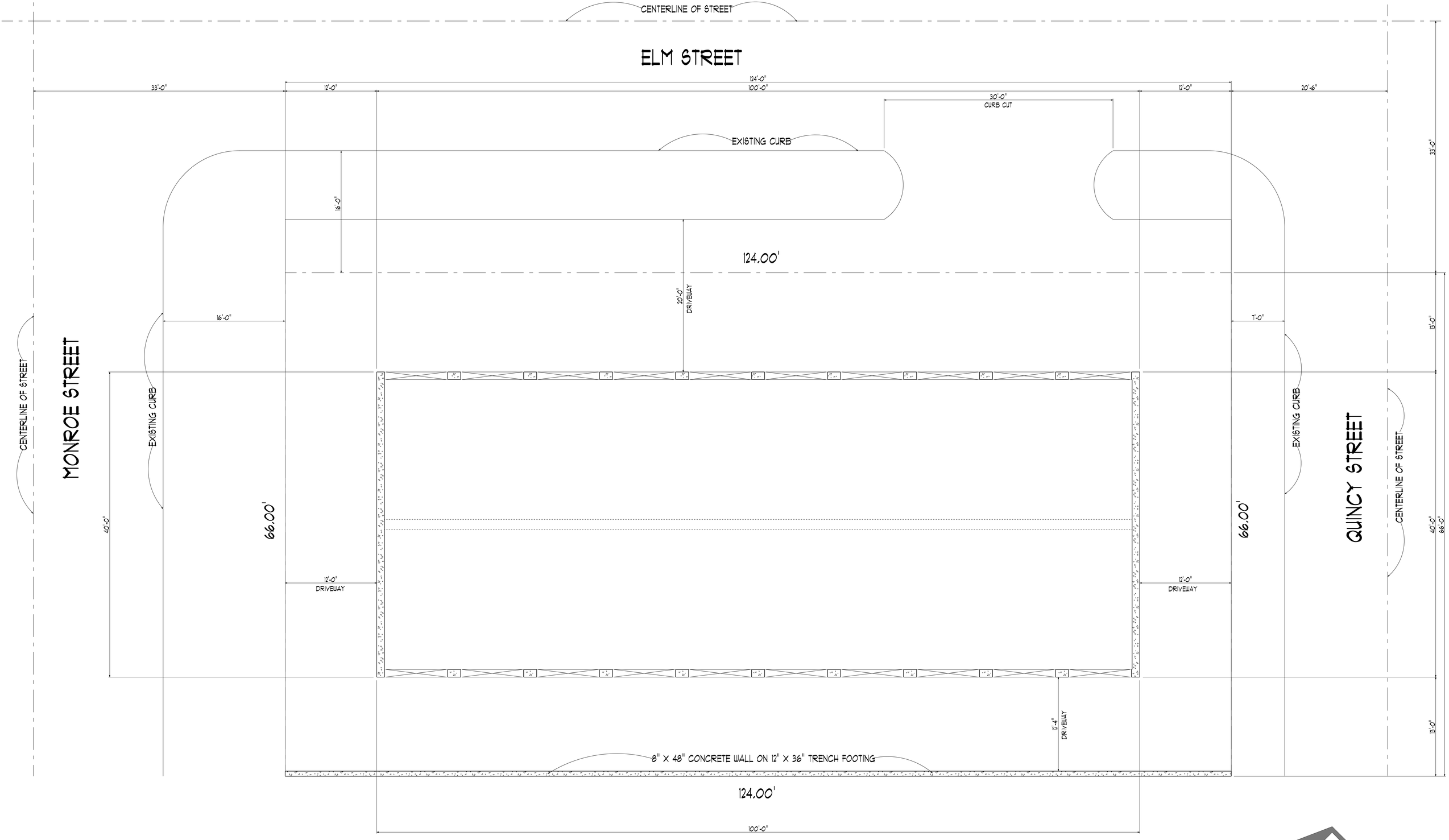
Mayor/Board President Signature — Date of Approval

Clerk and/or Treasurer Signature — Date of Approval

Please attach signed copy of meeting minutes (service cannot begin without a signed copy of meeting minutes)

Date	Num	Name	Memo	Credit
07/13/2026		ABC Termite & Pest Control Inc.	Pest Control	$ 75.00
07/13/2026		Allen Septic	Treatment Plant Pumping	$ 400.00
07/13/2026		ALLO Business	IT Services- Invoice 12155	$ 478.39
07/13/2026	EFT	ALLO Communications	Internet and Phone Systems	$ 317.42
07/13/2026	EFT	Black Hills Energy	Gas Utility	$ 48.75
07/13/2026		Core & Main LP	Water meter supplies	$ 850.85
07/13/2026		CS Concrete, LLC		$ 205.00
07/13/2026		Electric Pump	Repairs	$ 4,953.02
06/30/2026	EFT	First Nebraska Bank	ACH Transaction Fee	$ 76.25
07/13/2026		Frontier COOP	Weed killer for parks and WWTP	$ 120.00
07/13/2026	EFT	GreatAmerica Financial Svcs	Copier Lease	$ 175.00
07/13/2026		Hochstetler, David	Inspections	$ 180.00
06/12/2026	EFT	IRS/Department of Treasury	Employees Wtihholding	$ 2,233.98
06/26/2026	EFT	IRS/Department of Treasury	Employee Withholding	$ 3,167.94
07/10/2026	EFT	IRS/Department of Treasury	Employee Withholding	$ 2,407.48
07/13/2026		Kreifels, Jeff	Inspections	$ 90.00
07/13/2026		Lancaster County Sheriff	June 2026 Law Enforcement	$ 1,468.32
07/13/2026		Lovell Excavating	Backhoe Labor	$ 3,000.00
07/13/2026		MARC	sewer maintenance chemicals	$ 597.50
07/13/2026		Menards	Supplies- Invoice 76664 & 77246	$ 89.96
07/13/2026		Midwest Labs	Effluent test & Supplies	$ 157.95
07/13/2026		Municipal Supply Inc.	Supplies	$ 970.01
07/13/2026		NE Public Health Environmental Lab	Testing	$ 30.00
07/13/2026		Nebraska CCI	Building inspections	$ 1,155.00
07/13/2026	EFT	Nebraska City Utilities	Electricity	$ 3,671.70
06/12/2026	EFT	Nebraska Dept. of Revenue	Employee Withholding	$ 365.74
06/26/2026	EFT	Nebraska Dept. of Revenue	Employee Withholding	$ 489.93
06/18/2026	EFT	Nebraska Dept. of Revenue		$ 1,316.53
07/05/2026	EFT	Nebraska Dept. of Revenue		$ 1,319.93
07/10/2026	EFT	Nebraska Dept. of Revenue	Employee Withholding	$ 390.19
07/13/2026		NMC Nebraska Machinery	Repair/Maintenance	$ 1,378.52
07/13/2026		Olsson Inc.	Engineering	$ 7,014.69
07/13/2026		One Call Concepts, Inc.	Diggers Hotline	$ 25.73
07/13/2026		Rural Water District No. 1	Water	$ 13,636.00
07/13/2026		Russell Jones	Back up Operator	$ 200.00
07/13/2026	EFT	Sams Club MC/Synch	Services & Supplies	$ 2,566.27
07/13/2026		Solheim Law Firm	Legal Services	$ 1,551.50
07/13/2026		The Voice News	Publications	$ 37.43
07/13/2026		Uribe Refuse Services, Inc.	Refuse	$ 8,658.75
07/13/2026		Verizon Wireless	Cell Phones	$ 200.38
07/13/2026	EFT	Visa- Chase	Postage	$ 10.77
07/13/2026		SENDD	Membership dues	$ 1,900.00
		Payroll & Insurance Stipend		$ 27,855.31
		Mayor & Council Pay		$ 1,200.57
		AFLAC, NE Child Support, LPL		$ 2,347.52

	May 31, 2026 Balances	June 30, 2026 Balances
City Main Checking (General)	$ 314,962.59	$ 334,911.29
Sewer Property Tax MM (Debt Service)	$ 26,148.28	$ 27,368.44
Community Betterment (Keno)	$ 20,463.89	$ 20,472.86
Prize Reserve(Keno)	$ 36,208.19	$ 36,224.06
Park Improvement Savings (General)	$ -	$ -
Subtotal Bennet First NE	$ 397,782.95	$ 418,976.65
Hwy & GO Bond Payments (Value Edge) MM (General)	$ 1,356.29	$ 1,357.13
Housing Rehab (General)	$ 821.88	$ 822.49
Subtotal Union Bank & Trust	$ 2,178.17	$ 2,179.62
General(General)	$ 832,235.80	$ 834,712.26
Park (General)	$ 12,907.03	$ 12,945.46
Water (Water)	$ 17,396.82	$ 17,448.57
Sewer (Sewer)	$ 29,437.79	$ 29,525.39
Street (Street)		
Subtotal NPAIT	$ 891,977.44	$ 894,631.68
4/2/2038 Hwy Bond Payment earning 4.38% int (General)	$ 60,288.00	$ 60,288.00
4/2/2039 Hwy Bond Payment earning 4.46% int (General)	$ 64,050.00	$ 64,050.00
4/2/2040 Hwy Bond Payment earning 4.54% int (General)	$ 62,700.00	$ 62,700.00
4/2/2041 Hwy Bond Payment earning 4.61% int (General)	$ 61,350.00	$ 61,350.00
Subtotal SLGS	$ 248,388.00	$ 248,388.00

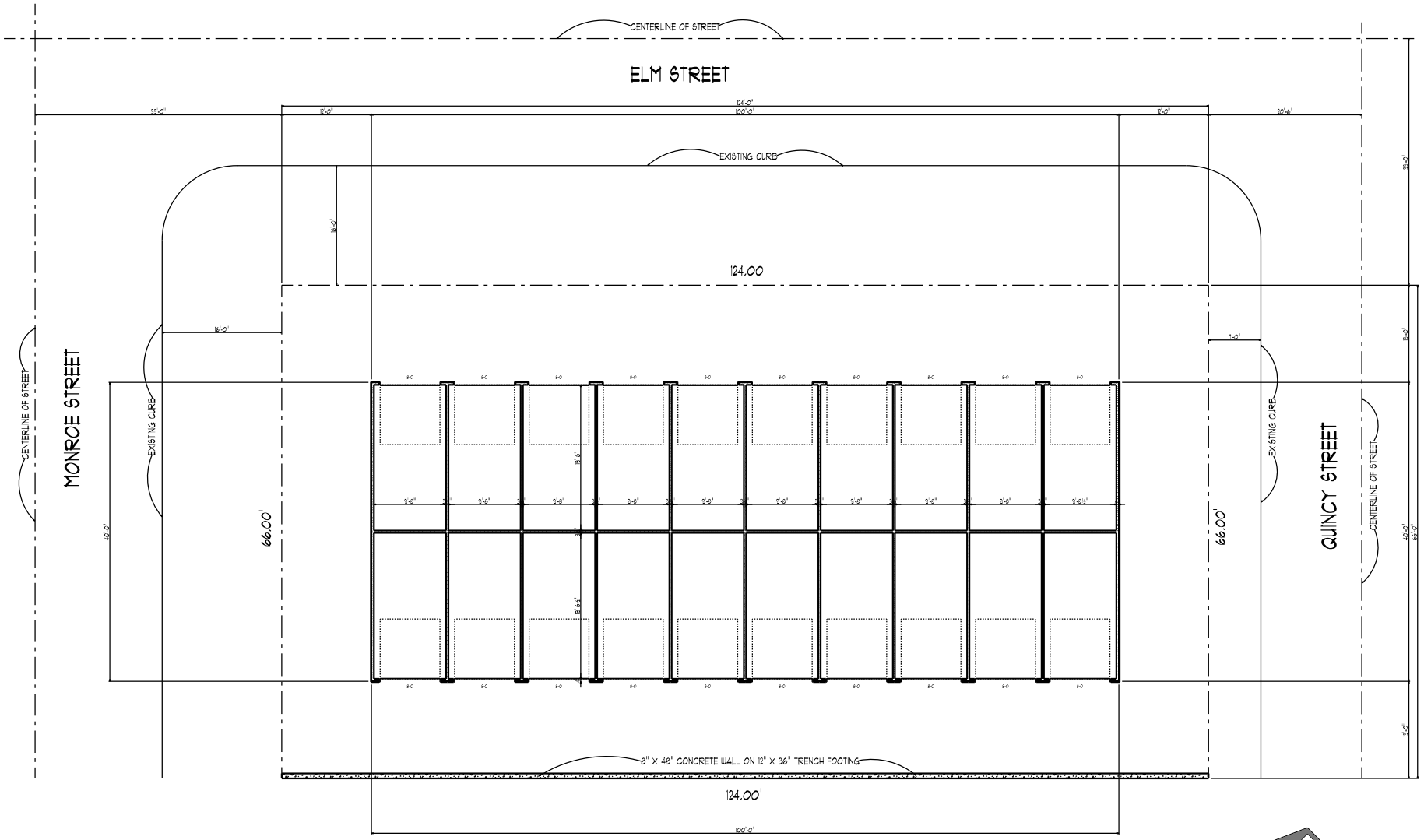


PLOT PLAN

SCALE: 1" = 20'-0"

TD01725
RYAN CHENEY
STORAGE BUILDING

TRUE DESIGN
CONSTRUCTION & DESIGN
402-430-1187 | info@truedesignllc.com



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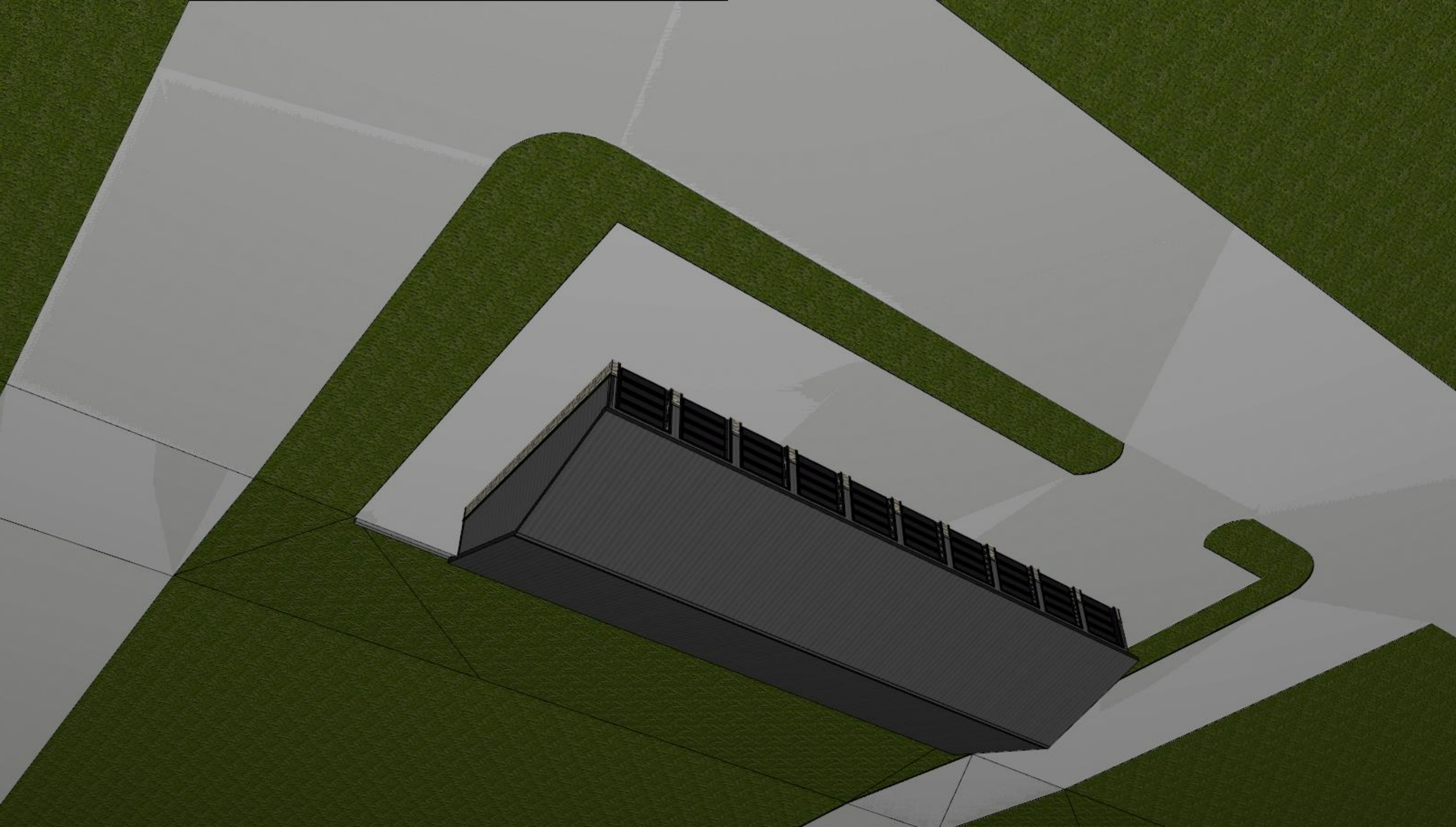
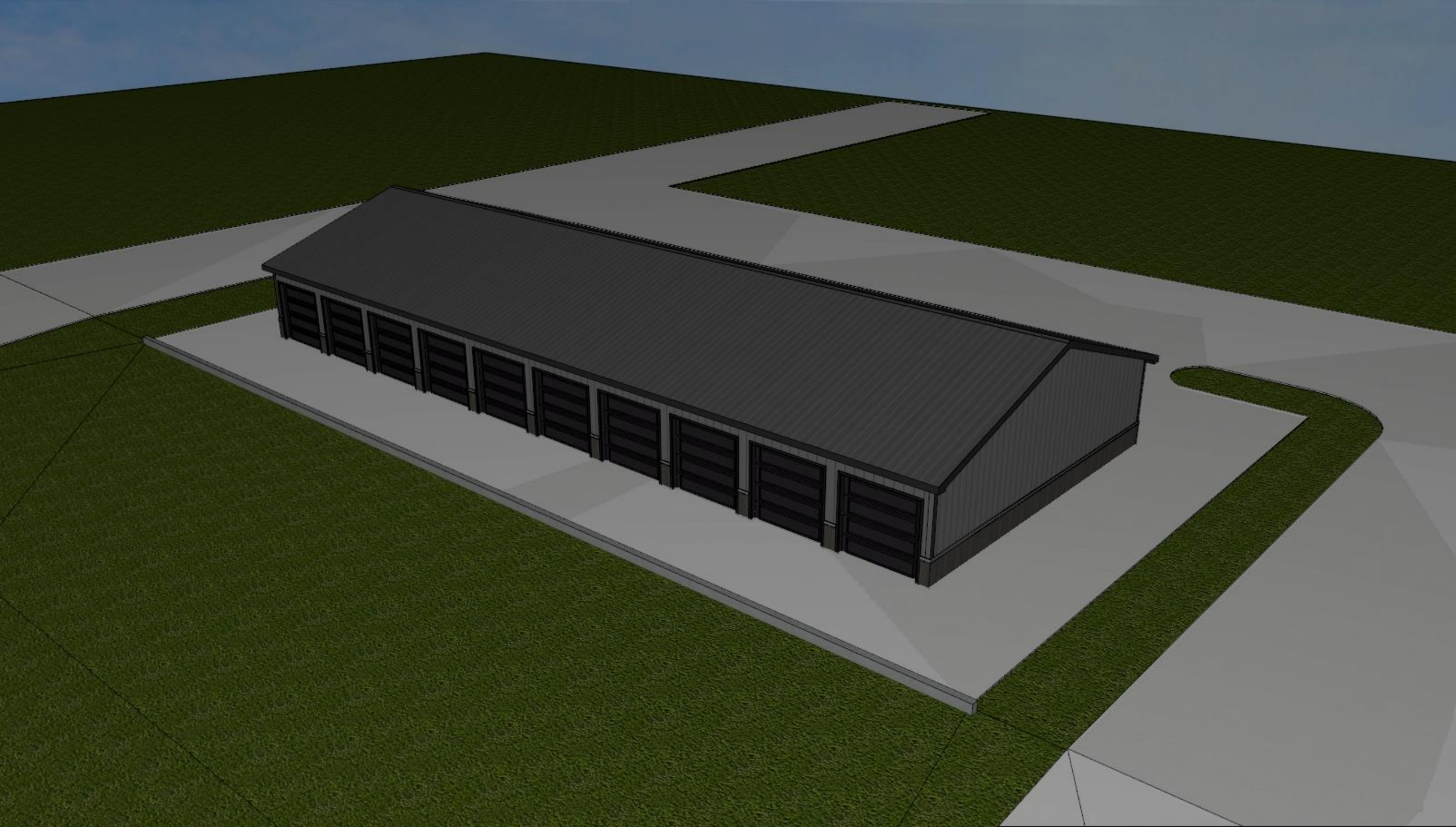




1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

June 30, 2026

Dear LARM Member,

Attached please find your Renewal Coverage Proposal for the 2026-27 Pool Year. The contributions with LARM's resolution credit options are available at the bottom of the page.

To ensure LARM members are adequately covered, LARM is increasing overall property *values*. To ensure your buildings, contents and property in the open items are insured adequately you will see an increase in those items of 5%. If you had a LARM valuation in the last year, you will not see that increase.

To continue the goal of pursuing a strong financial position, the LARM Board formally approved the recommended adjustment to the 2026-27 Pool Year rate levels as follows:

- 0% rate adjustment for Property.
- 0% rate adjustment for Liability Coverages.
- + 5% adjustment for Workers' Compensation.

Finally, the information presented in this communication packet does not include any potential mono-line insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) In addition, please be advised that your final invoice amount may vary from the renewal packet based on endorsements that require contribution adjustment over the next several weeks.

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we celebrate our 32nd year of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,
LEAGUE ASSOCIATION OF RISK MANAGEMENT

Tracy Juranek

Tracy Juranek
Customer Service Specialist/Assistant Executive Director

1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

How to process the attached annual renewal resolution due August 14, 2026

As always, LARM continues to seek certainty on upcoming Member commitments to allow us to accurately forecast our financial position. Requiring all Members to make annual elections by means of the Renewal Resolution affords us the fiscal confidence to structure a more stable program year-over-year. In return, LARM is able to translate this financial benefit to our Members in the form of corresponding contribution credits. Because predictability is strongest when estimates have future value, completing a new resolution each year delivers the best opportunity for this objective.

If you signed a 3-year resolution last year to receive the 5% discount, you may once again return a new 3-year resolution to continue to receive the 5% discount this year. Any member can opt for the 3-year option at any renewal to receive the maximum available discount.

If you are a Member that desires to competitively bid your coverage in the next three (3) years:

- If you already have a three (3) year Renewal Resolution at the 5% discount;
  - Execute a two (2) year Renewal Resolution at the 4% discount at the upcoming.
- If you already have a two (2) year Renewal Resolution at the 4% discount;
  - Execute a one (1) year Renewal Resolution for either the 2% or 0% discount.
- If you already have a one (1) year renewal Resolution, you must provide written notice of termination in accordance with the necessary days identified in the Renewal Resolution prior to the desired termination date.

If you do not execute/return a Renewal Resolution for the new Pool Year:

- You will automatically drop to the next lower commitment/contribution credit for that Pool Year (for example: If you were at a three (3) year commitment and do not execute/return a Renewal Resolution for the new Pool Year, you will automatically drop to a two (2) year commitment).

The enclosed Renewal Resolution form for the new term is made available for your use in designating the annual selection for the 2026-27 Pool Year. Once you have elected your contribution credit option, please authorize the Renewal Resolution and return to LARM to the address provided on the form. So that LARM is able to process invoices in a timely manner and prior to inception of the 2026-27 Pool Year, LARM requests that the fully executed Renewal Resolution be received no later than **August 14, 2026**. Once the Renewal Resolution has been

1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

received by LARM, renewal packet materials (invoices, coverage documents, auto ID cards, etc.) will be prepared and delivered to you.

We are happy to review and discuss any questions or concerns you may have regarding this important process; therefore, we encourage you to contact your agent or LARM Customer Service if you need assistance.

Important Postscript:

Nebraska Revised Statutes §44-4309(1) requires that any member of a government risk management pool may voluntarily terminate its participation in the pool, but must notify the Director of the Nebraska Department of Insurance and the other members of the pool at least ninety (90) days prior to the desired termination date. The notification to the Nebraska Department of Insurance and to LARM should be sent via certified mail. The member's decision to terminate participation in the government risk pool is subject to the approval of the Director of the Nebraska Department of Insurance.

League Association of Risk Management
2026-27 Renewal Resolution

RESOLUTION NO. 2026-7.1

WHEREAS, **City of Bennet** is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of **City of Bennet** , Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

◯ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2029. (**180 day and 3 year commitment; 5% discount**)

◯ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. (**180 day and 2 year commitment; 4% discount**)

◯ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**180 day notice only; 2% discount**)

◯ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2029. (**90 day notice and 3 year commitment only; 2% discount**)

◯ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. (**2 year commitment only; 1%**)

◯ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2076. (**90 day Notice only**)

Adopted this _____ day of _____, _____.

Signature: _____

Title: _____

ATTEST: _____

Title: _____

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

Proposal For: City of Bennet

Effective Date: 10/1/2026

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits $500,000 Employer Liability	$7,054
General Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $0 Deductible	$3,486
Errors & Omissions	$5,000,000/$5,000,000 Per Occurrence/Aggregate $2,500 Deductible	$3,000
Law Enforcement Liability	$1,000,000/$1,000,000 Per Occurrence/Aggregate $2,500 Deductible	$646
Auto Liability	$5,000,000 Combined Single Limit $0 Deductible	$2,300
Auto Physical Damage	5 x Vehicles $ Varies on Deductible	$3,090
Commercial Property	$6,976,447 $1,000 Deductible	$28,536
TOTAL ANNUAL CONTRIBUTION:		$48,112

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	$39,005	$39,416	$40,237	$40,237	$40,647	$41,058
Workers' Compensation:	$6,701	$6,772	$6,913	$6,913	$6,983	$7,054
Total Contribution:	$45,706	$46,188	$47,150	$47,150	$47,631	$48,112

Sue,

This email is offered as follow up to our telephone conversation on June 4th.

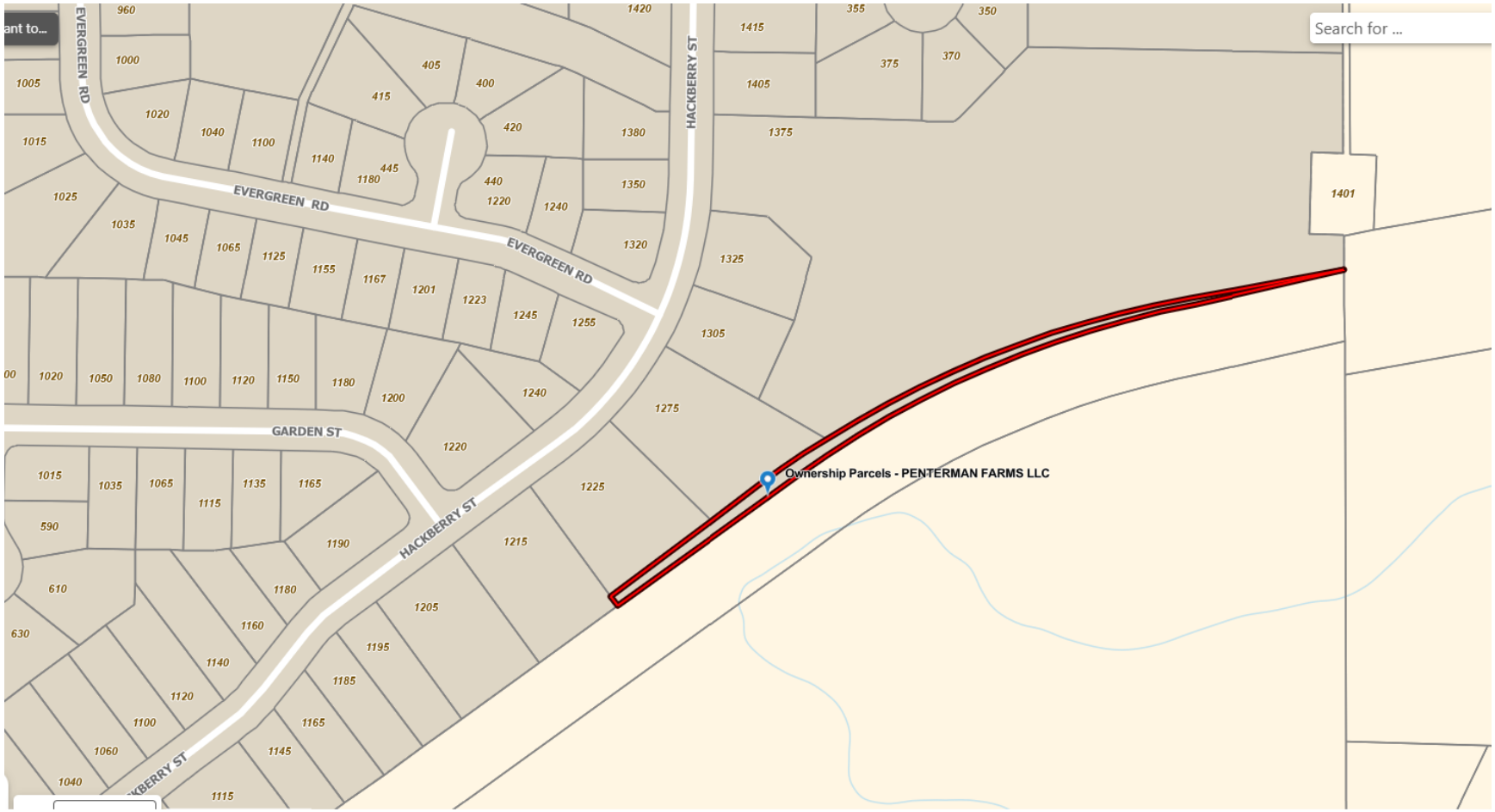
Jim Penterman, developer of Bush Pines, asked that I contact your office regarding a remanent parcel of Penterman Farms, LLC property (Remanent Parcel) located along the north side of the railroad right of way and south limit of the Bush Pines development. It appears the Remanentt Parcel was inadvertently omitted from the Bush Pines Final Plat filed as Instrument #1998031877. The Remanent Parcel is curvilinear and identified as Parcel 21-11-107-027-000 by the Lancaster County Assessor. The Remanent Parcel appears to be aligned with the existing sanitary sewer easement and adjacent to the existing railroad right of way, two residential parcels, addressed as 1225 and 1275 Hackberry Street and the city park.

Mr. Penterman wishes to donate this Remanent Parcel to the city of Bennet in an effort to remedy survey errors by the final plat surveyor since the Remanent Parcel is already encumbered with utility easements to the benefit of the city.

Your assistance is appreciated. Please advise of your thoughts and directions to move forward with Mr. Penterman's donation.

Regards,

JD


Search for ...
EVERGREEN RD
EVERGREEN RD
EVERGREEN RD
HACKBERRY ST
HACKBERRY ST
HACKBERRY ST
GARDEN ST
Ownership Parcels - PENTERMAN FARMS LLC

PROPOSAL CONTRACT

Date 6-21-26

Estimated Lead Time Fall

1 wk 2 wk 3 wk 4 wk

LFC
Lincoln Fence Contractors

website:
lincolnfencecontractors.com

City Super @ City of Bennet
• 402-617-6722

Customer Name: City of Benett Phone: (H) 405-2009 (Zach)

Address: _____ City: _____ State: _____ Zip: _____

Vinyl Style

36		White		New England	
48		Sandstone		Flat	
60		Khaki		Gothic	
72		Woodland		Globe	

Wood Style

Shadow Box _____ Treated _____
Full Privacy _____ Cedar _____

Chain Link 6' Galv + 3 strands barb wire

Galvanized ✓ Black _____

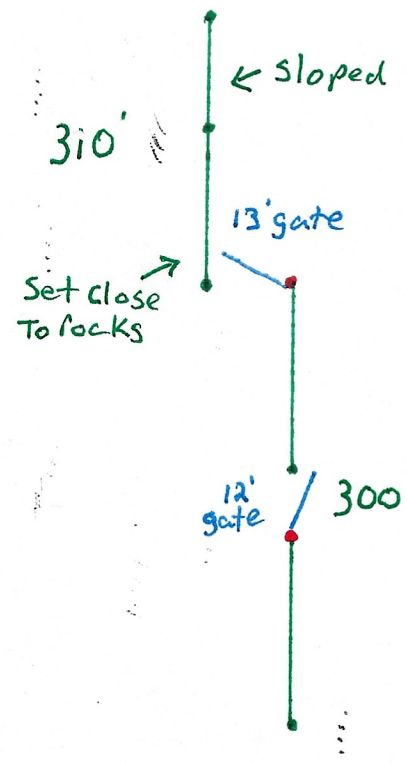
Ameristar Style

Black _____ Other _____

Sprinkler YES NO
Removal of Existing Fence YES NO
Property Pin Located YES NO

Total Footage: Option 1 _____ Option 2 _____

Solar Lights _____



Lincoln Fence Contractors agrees to furnish fence materials to the undersigned customer for the property described herein in accordance with the Plat and all the terms set forth herein. Customer hereby authorizes Lincoln Fence Contractors to install all materials on said property as provided herein. Customer hereby understands this form is an estimate of total footage and actual footage will be determined after final measurement when property pins are located. Customer hereby assumes full responsibility for the location of the property line upon which said fence is installed. Customer agrees to defend, hold harmless and indemnify Lincoln Fence Contractors from and against all claims, liabilities and expense for injury, death or damage to persons, property, trespass, and all other damage or loss arising out of or after the installation or location of said fence materials, unless such damage or loss is a result of the gross negligence of Lincoln Fence Contractors. Customer agrees to pay the cash price, after final measurement, set forth herein upon acceptance of this proposal which shall become a contract after signature of the customer is received by Lincoln Fence Contractors. This proposal shall constitute entire agreement between customer and Lincoln Fence Contractors, with respect to the sale and installation of said fence materials, and the same may hereafter be amended or modified only by a written agreement signed by customer and by duly authorized representative of Lincoln Fence Contractors. Lincoln Fence Contractors reserves the right to make additional charges to the customer in event unusual ground conditions such as rock formations impede the installation. Such additional charges shall be based on actual additional labor required to complete installation under the circumstances. Service charge of 18% per annum (1 %) service will be charged on past due accounts commencing on date of completion.

Lincoln Fence Contractors hereby warranties workmanship on new fence for 2 years from time of installation.
No warranty for gate or gate components, movable and wearable item subject to customer neglect.

Acceptance of Proposal/Contract:

Lincoln Fence Contractors requires payment of 1/2 down prior to placing order. Balance due on completion.

_____ Customer hereby understands and agrees to the terms that Lincoln Fence Contractors is not responsible for any damage to any sprinkler system or sprinkler heads.

Customer's Signature: _____

Representative: _____

Material	$	_____
Labor	$	_____
Subtotal	$	_____
Taxes	$	_____
Deposit	$	_____
Total Due	$	11,550

QUALITY AND WORKMAN GUARANTEED • INSURED

VILLAGE BOARD OF TRUSTEES
DECLARATION OF NUISANCE AND ORDER TO ABATE

1. This action is with respect to the following real property ("Property"):

   Legal: SEE ATTACHED – EXHIBIT A

   Addresses: 610 Cottonwood Street

   PID: 2103406006000

   Owner: Sharon E. Wright

   Occupant(s): Christian Yoder
   Heidi Yoder

2. A notice of the nuisance violations on the property was mailed to the property owners via mail to 610 Cottonwood Street regarding the nuisance conditions.

3. The City Board of Health ("Board") convened on July 6, 2026 to review any progress to remedy the nuisance violations.

4. After review, the Board hereby declares that on or in the above-described property there exist conditions which constitute a Nuisance and which violate the Bennet City Code; to wit:

§ 91.15(A)	*Nuisance Definition*
§ 91.15(B)(3)	*Junk and Waste Accumulation*
§ 91.15(B)(6)	*Trash or Abandoned Material*
§ 91.15(B)(7)	*Trash, Mattresses, Waste*
§ 91.15(B)(9)	*Junk Yards*

5. The Board determines that, due to the above-listed conditions, the condition of the above-described property constitutes a nuisance.

6. **It is hereby ordered that such conditions shall be abated** by removal and disposal of all junk, rubbish, and refuse on the property **within the next fourteen (14) days**. If the Property Owner does not abate the conditions pursuant to these deadlines, the City Council shall proceed to have the property cleaned up and all junk removed from the property without further action by this Board. Evidence of such trash and waste to be removed has been specifically identified in Exhibit B, attached hereto. All material to be abated identified in Exhibit B must be removed.

7. Notice of this declaration and order to abate, along with notice of right of hearing, shall be provided to the Property Owner by certified mail or personal service.

Dated this ____ day of July 2026

_____
Ryan Cheney, Chair, Board of Health

Attest:

_____
Sue Biltoft, City Clerk

EXHIBIT A

Property Legal Description

ALL OF BLOCK 7, IN ALEXANDER'S ADDITION TO BENNET, LANCASTER COUNTY, NEBRASKA, EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND, TO-WIT: A PARCEL OF LAND IN BLOCK 7, IN ALEXANDER'S ADDITION TO BENNET, LANCASTER COUNTY, NEBRASKA, BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 7 RUNNING EAST 89.75 FEET; THENCE NORTH 124 FEET; THENCE EAST 88 FEET; THENCE SOUTH 124 FEET; THENCE WEST 88 FEET TO THE PLACE OF BEGINNING IN SAID BLOCK 7; AND,
A PARCEL OF LAND IN BLOCK 7 IN ALEXANDER'S ADDITION TO BENNET, LANCASTER COUNTY, NEBRASKA, BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 7, RUNNING EAST 177.75 FEET; THENCE NORTH 124 FEET; THENCE EAST 88 FEET; THENCE SOUTH 124 FEET; THENCE WEST 88 FEET TO PLACE OF BEGINNING IN SAID BLOCK 7; AND,
A PARCEL OF LAND IN BLOCK 7, IN ALEXANDER'S ADDITION TO BENNET, LANCASTER COUNTY, NEBRASKA, COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7 RUNNING 170 FEET NORTH; THENCE EAST 124 FEET; THENCE NORTH 88 FEET; THENCE WEST 124 FEET; THENCE SOUTH 88 FEET TO THE PLACE OF BEGINNING IN SAID BLOCK 7; AND,
A PARCEL OF LAND IN BLOCK 7 IN ALEXANDER'S ADDITION TO BENNET, LANCASTER COUNTY, NEBRASKA, BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 7, RUNNING SOUTH 140 FEET; THENCE WEST 176 FEET; THENCE NORTH 10 FEET; THENCE EAST 34 FEET; THENCE NORTH 88 FEET; THENCE EAST 8 FEET; THENCE NORTH 42 FEET; THENCE EAST 134.25 FEET TO THE PLACE OF BEGINNING IN SAID BLOCK 7.

EXHIBIT B

See Included.

OUTLET

VILLAGE BOARD OF TRUSTEES
DECLARATION OF NUISANCE AND ORDER TO ABATE

1. This action is with respect to the following real property ("Property"):

   Legal: Lot 2 except the East 11 Feet and all of Lot 3, Block 44, City of Bennet, Lancaster County, Nebraska, together with the North Half of the vacated East-West alley abutting thereon.

   Addresses: 675 Fir Street

   PID: 2110208002000

   Owner: Cody Merritt

2. A notice of the nuisance violations on the property was mailed to the property owners via mail to 617 Fir Street regarding the nuisance conditions.

3. The City Board of Health ("Board") convened on July 6, 2026 to review any progress to remedy the nuisance violations.

4. After review, the Board hereby declares that on or in the above-described property there exist conditions which constitute a Nuisance and which violate the Bennet City Code; to wit:

§ 91.15	*Nuisance Definition*
§ 91.19	*Dead or Diseased Trees*
§ 91.20(D)	*Weeds, 6" in Height*

5. The Board determines that, due to the above-listed conditions, the condition of the above-described property constitutes a nuisance.

6. **It is hereby ordered that such conditions shall be abated** by mowing the overgrown weeds, clearing dead or diseased trees, on the property **within the next fourteen (14) days**. If the Property Owner does not abate the conditions pursuant to these deadlines, the City Council shall proceed to have the property cleaned up and nuisances abated from the property without further action by this Board. Evidence of such remediated has been specifically identified in Exhibit A, attached hereto. All material to be abated identified in Exhibit A must be removed.

7. Notice of this declaration and order to abate, along with notice of right of hearing, shall be provided to the Property Owner by certified mail or personal service.

Dated this ____ day of July 2026

_____
Ryan Cheney, Chair, Board of Health

Attest:

_____
Sue Biltoft, City Clerk

EXHIBIT A

See Included.

From: Jason D. Brownell <JBrownell@lancaster.ne.gov>
Sent: Monday, June 29, 2026 11:18 AM
To: Kelly Oelke <koelke@hickman.ne.gov>; dentoncleark@gmail.com; Stephanie Fisher <cityadministrator@citywaverly.com>; Megan Frye <cityclerk@citywaverly.com>; cityclerk@cityofbennet.com; village.of.hallam@gmail.com; villageoffirth@windstream.net
Cc: Kelsey M. Cruz <KCruz@lancaster.ne.gov>; Jason D. Brownell <JBrownell@lancaster.ne.gov>; John A. Vik <JVik@lancaster.ne.gov>
Subject: E-Bike Post Meeting Review

Team,

Thank you all for your valuable time today working through this important community topic. In summary, here are the items we wish to process through a little bit more with our legal counsel to help compliment this new municipal ordinance regarding e-bikes/scooters.

- Supervision requirement of 19 years of age or older, responsible, caretaker. Should be eliminated from ordinance.
- G(2) Should not be allowed to be operated on city streets with speed limits 35 and over.
- Define Moto-Bikes as these are a class beyond III and regularly seen in our communities. These items reach speeds greater than 40 mph with some simple models reaching speeds up to 70 mph.
- (F) Lighting requirement: headlight and taillight 30 mins prior to sunset up to dawn or how legal sees fit to articulate the front and rear (red) lighting requirement during less visible hours/times.
- This ordinance prohibits operation in public parks, but we would like it to include public trails/pathways.
- Helmets required for persons 15 years of age and under.

After we get this revised draft together, we can all come to the table and discuss any other ideas or concerns. If the draft is agreed upon, I suspect there will need to be an adoption of this ordinance through city proceedings. Whenever the time is right and the law is going to go into effect, Kelsey and I will work directly with our community leaders to help put together some public service announcements/communication pieces.

ORDINANCE _#_

AN ORDINANCE OF THE CITY OF ASHLAND, SAUNDERS COUNTY, NEBRASKA, TO ADOPT SECTION 5-### OF THE ASHLAND MUNICIPAL CODE TO PROVIDE FOR THE REGULATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND ELECTRIC MOTORCYCLES; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE IN CONFLICT HEREWITH AND TO PROVIDE FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ASHLAND, SAUNDERS COUNTY, NEBRASKA, AS FOLLOWS:

SECTION 1. Section 5-### Adopted

Section 5-### of the Ashland Municipal Code shall be adopted to read as follows:

(A) For purposes of this section:

(1) "Class I Electric Bicycle" means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist only, (d) an electric motor limited to 750 watts, and (e) a maximum speed of 20 miles per hour.

(2) "Class II Electric Bicycle" means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist and throttle, (d) an electric motor limited to 750 watts, and (e) a maximum speed of 20 miles per hour.

(3) "Class III Electric Bicycle" means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist and throttle, (d) an electric motor limited to 750 watts, and (e) a maximum speed of 28 miles per hour.

(4) "Electric Scooter" means a stand-up device with (a) two wheels, (b) handlebars, (c) a floorboard designed to transport one rider, (d) a maximum speed of 15 miles per hour, powered by (e) a rechargeable electric motor less than 750 watts, and propelled with (f) a combination of human power or electric motor.

(5) "Electric Motorcycle" means a device with (a) two or three wheels, (b) propelled with a throttle only, and (c) an electric motor less than 750 watts.

(a) A device containing an electric motor that exceeds 750 watts will be defined as a motorcycle, mini-bike or off-road vehicle.

(6) "Downtown Business District" shall be considered as the following: Silver Street from 14th Street to 17th Street, Adams Street from 14th Street to 16th Street, 14th Street from Ash Street to Adams Street, 15th Street from Silver Street to Adams Street, 16th Street from Silver Street to Adams Street, and 17th Street from Silver Street to Adams Street.

(B) A class I, II, or III electric bicycle, electric scooter, or electric motorcycle may be operated on sidewalks, sidewalk spaces, shared-use paths, and streets within the corporate limits of the City only if the operator and the device comply with the provisions of this section.

Commented [SF1]: Need a definition for moto-bikes Bikes as these are a class beyond III and regularly seen in our communities. These items reach speeds greater than 40 mph with some simple models reaching speeds up to 70 mph

(1) It shall be lawful for any person to ride, use or operate any class I, II, or III electric bicycle, electric scooter, or electric motorcycle on any sidewalk space, or shared-use path within the City unless posted otherwise.

(2) ~~Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, shared use path, or street and is under the age of sixteen years of age, shall be directly supervised by a parent, caretaker, or responsible adult over the age of nineteen years of age.~~

Commented [SF2]: This will never happen and would be difficult to enforce.

(3) Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, shared-use path, or street shall do so at their own risk.

(4) Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, or shared-use path:

(a) Shall yield to the right-of-way to any and all pedestrians;

(b) Shall safely dismount and proceed on foot when approaching or encountering pedestrians; and

(c) Shall reduce speed when approaching crosswalks, driveways, or other crossings.

(5) The operator of a class I, II, or III electric bicycle, electric scooter, or electric motorcycle emerging from an alley, driveway, or building, shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to all vehicles approaching on the roadway.

(6) Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a street:

Commented [SF3]: Add to a, b, c, shall wear a helmet for persons 15 years of age and younger.

(a) Shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, clearly signal for all turns by utilizing hand signals, ride at the right-hand side of the street or highway, pass to the left when passing overtaken vehicle and individuals that are slower moving, and shall pass vehicles to the right when meeting;

(b) Shall obey the instruction of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a Police Officer; and

(c) Shall proceed single file as to not impede others when three or more devices ride in a group.

(C) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle:

(1) In a careless manner or without due caution in a manner as to endanger any person or property;

(2) In a negligent manner; and

(3) In such a manner as to endanger or interfere with the lawful traffic or use of the streets.

(D) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle with a passenger.

(E) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle and attach such or themselves to any vehicle upon a street; and no person shall hitch to or cling upon any vehicle which is in motion with or without the consent of the driver.

(F) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle from one half hour after sunset and one half hour before sunrise without a headlight, visible under normal conditions, from the front thereof for not less than five hundred feed indicating the approach or presence of the device, and a red reflector on the rear which shall be visible on a clear night from all distances between one hundred feet and six hundred feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle.

(G) It shall be unlawful for any person to ride, use, or operate any class I, II, and III electric bicycle, electric scooter, or electric motorcycle:

(1) On a sidewalk, street, or city-maintained parking lot within the boundaries of the downtown business district and public parking lots;

(2) On any public street with a posted speed limit of 35~~25~~ miles per hour or more;

(3) In any public park; and

(4) On any state or federal highway, except for the purpose of crossing such highway as directed in subsection (H) below.

(H) The crossing of a controlled-access highway with more than two marked traffic lanes by a class I, II, and III electric bicycle, electric scooter, or electric motorcycle shall be permitted only if:

(1) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a safe and quick crossing;

(2) The device is brought to a complete stop before crossing the shoulder or roadway of the highway;

(3) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and

(4) In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.

(I) Penalties for the violation of this section are as follows:

(1) Any parent or guardian who knowingly allows or permits his or her minor child, or any adult who knowingly permits or allows any minor child, to use, operate, drive or race a class I, II, and III electric bicycle, electric scooter, or electric motorcycle in any manner prohibited by the provisions of this article shall, upon conviction thereof, be subject to punishment as provided in section 5-501 of this Code.

(2) Any person who shall violate or refuse to comply with the enforcement of any of the provisions in this chapter, set forth at full length herein or incorporated by reference, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more

Commented [SF4]: Lighting requirement: headlight and taillight 30 mins prior to sunset up to dawn or how legal sees fit to articulate the front and rear (red) lighting requirement during less visible hours/times

Commented [SF5]: All residential streets are 25mph...this would make it so they couldn't be ridden anywhere. We'd recommend 35mph.

Commented [SF6]: Or public trail system

than $500.00 for each offense. A new violation shall be deemed to have been committed every 24 hours of such failure to comply.

(3) Any person convicted of a second or subsequent of any provisions shall surrender their electric bicycle, electric scooter, or electric motorcycle to the Ashland Police Department for a period of no less than thirty days. The device(s) will be returned to the owner after the thirty-day period if all applicable fines are paid.

SECTION 2. Repeal of Prior Ordinances in Conflict

All ordinances and parts of ordinances passed and approved prior to the passage and approval of this ordinance and in conflict therewith are hereby repealed.

SECTION 3. When Operative

This ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED this #th day of June, 2026.

CITY of ASHLAND
SAUNDERS COUNTY, NEBRASKA

By: _____
Jim Anderson, Mayor

ATTEST:

_____ (SEAL)
Kristina Stoki, City Clerk
4906-2594-6295, v. 1

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA, TO AMEND SECTIONS 5-506, 5-508 AND 5-509 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO REGULATIONS ALLOWING THE USE OF ALL-TERRAIN VEHICLES (ATV), UTILITY-TYPE VEHICLES (UTV) AND GOLF CAR VEHICLES WITHIN THE CORPORATE LIMITS; TO PROVIDE AN AMENDMENT TO THE WAIVER SCHEDULE CONTAINED IN SECTION 6-403; TO PROVIDE THAT THE CLERK AND THE APPROPRIATE DEPARTMENT THE VILLAGE ARE HEREBY AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILAGE AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, a number of citizens of the Village of Eagle, Nebraska, have requested the Municipality amend specific regulations allowing the use of All-Terrain Vehicles (ATV), Utility-Type Vehicles (UTV), and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Nebraska State Law gives municipalities the authority to adopt ordinances relating to the use of ATVs, UTVs, and Golf Car Vehicles within the corporate boundaries of the jurisdiction, and,

WHEREAS, Section 5-506 of the Municipal Code specifies the operator and equipment requirements for the use of ATVs, UTVs and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Section 5-508 of the Municipal Code specifies the penalties associated with the improper use of ATVs, UTVs and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Section 5-509 of the Municipal Code specifies the permit and registration process associated with ATVs, UTVs and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Section 6-403 of the Municipal Code should provide a waiver schedule for tickets written under the above municipal code section violations and adjust other sections of the waiver schedule to match state waivers.

WHEREAS, the Board of Trustees of the Village of Eagle, Nebraska, deem the adoption of this Ordinance to be in the best interests of the citizens of the Village of Eagle, Nebraska.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA, as follows:

Section 1. That the findings herein above made should be and are hereby made a part of this Ordinance, as fully as if set out at length herein.

Section 2. That Chapter 5, Article 5, Sections 5-506, 5-508 and 5-509 of the Municipal Code of the Village of Eagle, Nebraska, shall be amended to read as follows:

SECTION 5-506: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; OPERATOR AND EQUIPMENT REQUIREMENTS:

A. Any person operating an ATV, UTV, or Golf Car Vehicle as authorized by this code section shall:

1. Have a valid Class O operator's license and be at least 17 years of age;
2. Have proof of liability insurance coverage for the ATV, UTV, or Golf Car Vehicle while in operation upon a street and provide such insurance proof of coverage at the time of registration or upon the demand of any peace officer requesting such proof within five (5) days of such request; such insurance shall be within the limits stated in Neb. Rev. Stat. § 60-509 or Neb. Rev. Stat. § 60-6,381, as amended from time to time;
3. If operating or riding on an ATV or UTV, utilize manufacturer installed seat belts or wear a helmet approved for lawful operation of a motorcycle in the State of Nebraska; and,
4. Only operate such ATV, UTV or Golf Car Vehicle between sunrise and sunset as required by Neb. Rev. Stat §60-6,356 and §60-6,381.

B. Every ATV and UTV shall be equipped with:

1. A braking system maintained in good operating condition;
2. An adequate muffler system in good working condition and without a cutout, bypass or similar device, or any modifications to the muffler system which increases the volume of the noise of the exhaust system. No portion of the system shall be permitted to contact the ground when weighted by its operator;

3. A United States Forest Service-qualified spark arrester;
4. Headlights and taillights;
5. A reflective sign must be affixed to the rear of the vehicle; and,
6. Equipped with a safety flag (provided by the Municipality) which extends no less than five (5) feet above the ground and is attached to the rear of such vehicle. The flag shall be day-glow in color, triangular in shape, and of a size with an area of not less than thirty (30) square inches.

~~C. No child under the age of eight (8) years shall be a passenger on an ATV, UTV, or Golf Car Vehicle unless the vehicle is equipped with, and the child is restrained by, a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213 as developed by the National Highway Traffic Safety Administration.~~

C. No person shall:
1. Equip the exhaust system of an ATV or UTV with a cutout, bypass, or similar device;
2. Operate an ATV or UTV with an exhaust system so modified; or
3. Operate an ATV or UTV with the spark arrester removed or modified except for use in closed-course competition events.

SECTION 5-508: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; PENALTY; IMPOUNDMENT.

A. Any person who violates any provision of this Article or violates the provisions defined by Chapter 60 of the Revised Statutes of Nebraska while operating an ATV or UTV or who owns the same, shall be subject to the penalties under Chapter 5 of the Municipal Code and under the provisions of Chapter 60 of the Revised Statutes of Nebraska is hereby authorized ~~and all Municipal issued registrations for all of the operators and the owners of ATVs and UTVs shall be revoked~~ as follows:

1. For the first offense, the owner and/or operator shall be guilty of a Class III misdemeanor pursuant to Neb. Rev. Stat. § 60-6,362, which carries a possible maximum penalty of $500 fine and/or three (3) months in jail or both for violations under Neb. Rev. Stat. 60-6,356 to 60-6,361. For a subsequent offense within any period of one year, the owner and/or operator shall be guilty of a Class III misdemeanor pursuant to Neb. Rev. Stat. §60-6,362, (if within the same year as the prior offense, then a Class II misdemeanor, which carries a maximum penalty of a $1,000 fine and/or six (6) months in jail or both.)

2. For violations of the provisions of this article, not included under the state sections noted above, the owner and/or operator shall be guilty of a misdemeanor and subject to the penalties contained in Chapter 5 of the municipal code

B. Any person who violates any provision of this Article while operating a Golf Car Vehicle, or who owns the same, shall be subject to the penalties under Chapter 5 of the

Municipal Code, or if done in violation of the State Law, may be subject to the penalties provided thereunder.

C. The following additional provisions apply to violations under the Municipal Code and/or the State Statutes, and apply to ATV, UTV and Golf Car Vehicle violations within the corporate limits as follows:

1. First Offense ~~Impoundment~~: The first offense under this Article shall be subject to fine set forth in the Penalty section of this section. ~~The vehicle may be impounded until it is validly registered (if registration is the basis of the violation) or for 10 days (for all other violations) and stored in a privately operated facility or other place designated by or maintained by the Municipality, with all impoundment costs payable by the owner/operator prior to retrieval. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of ten (10) days from the date of the offense.~~ Suggested Waiver pursuant to Code Section 6-403.

2. Second Offense ~~Impoundment/Revocation~~: The second offense under this Article cited within the same calendar year shall be subject to a fine in excess of the first. ~~All Municipal-issued registrations shall be revoked for a period of one (1) year from the date of the offense; and the vehicle shall be impounded for fourteen (14) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of one (1) year from the date of the offense.~~ Suggested Waiver pursuant to Code Section 6-403.

3. Third and subsequent Offense Impoundment~~/Revocation~~: The third or more subsequent offense under this Article cited within the same calendar year shall be subject to a fine in excess of the previous fine and ~~In the event of a third or subsequent offense under this Article, the registration for the ATV, UTV or Golf Car Vehicle shall be permanently revoked and the owner shall be prohibited from registering another vehicle permanently. An operator's third offense shall prohibit the operator from operating such vehicles in the Municipality permanently.~~ the vehicle shall be impounded for ~~fourteen~~ three (~~14~~ 3) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. Suggested Waiver pursuant to Code Section 6-403. ~~The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk.~~

D. Any adult, including the parent or guardian, who is found to have encouraged,

caused, or contributed to the act of a minor child operating an ATV, UTV or Golf Car Vehicle in violation of Chapter 60 or of this Code, shall be considered in violation of Contributing to the Delinquency of a Minor pursuant to Neb. Rev. Stat. §28-709 and subject to the penalties set forth under Nebraska Law.

SECTION 5-509: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; PERMIT AND REGISTRATION.

A. All ATVs, UTVs and Golf Car Vehicles shall be registered by filing application with the Municipal Clerk, providing proof of liability insurance coverage as required in Section 5-506, and paying an annual fee of $75.00 per vehicle, with a renewal fee of $50.00 for any subsequent year. Upon filing and payment, the vehicle shall be inspected by the Municipal Clerk and the Municipal Clerk will issue the permit which shall be evidenced with a license plate and matching whip flag (as provided by the Municipality) affixed to the vehicle. In the vent the plate or flag are lost, the Owner shall pay the Municipality for a replacement at the cost of $50.00.

B. The permit period shall be from January 1 to December 31 each year. There shall be no proration of the annual permit fee for any permits issued after January 1. The full shall be required regardless of the time of year paid and will expire on December 31 of the year issued. A new application is required each calendar year.

C. A permit plate and a whip flag of not less than thirty (30) square inches must be posted on the vehicle in a conspicuous p lace at all times. Lost plates and flags are to be replaced at Permittee's cost.

D. Operations of the vehicle must comply with the rules set forth in this article, Nebraska Rules of the Road, and traffic laws. Owners shall be subject to impoundment and other penalties if the vehicle is entrusted to an operator who is not the owner.

Section 3. That Chapter 6, Article 4, Section 6-403 of the Municipal Code of the Village of Eagle, Nebraska, shall be amended to read as follows

§6-403 WAIVER FINE SCHEDULE.

In the event a person is charged with a violation of the Municipal Code, the following is the suggested waiver schedule for violations in the event the duly appointed Law Enforcement Official of the Municipality, in his or her discretion, permits said person to enter a written guilty plea and pay the fine and costs directly to the Bureau of Violations (non-moving vehicle violations only) or the County Court:

VILLAGE OF EAGLE
ORDINANCE FEE/FINE WAIVER SCHEDULE

ORDINANCE	DESCRIPTION	FINE
	HEALTH/SANITATION	
4-204	Solid Waste Disposal; Definitions; Refuse	$25.00
4-402	Excessive Noise; Prohibited	$25.00

VEHICLE VIOLATIONS

5-205	Turning; "U" Turns		$25.00
5-206	Turning; Generally		$25.00
5-207	Right-of-Way; Generally		$25.00
5-208	Position of Vehicle on Highway; Generally		$25.00
5-210	Signs, Signals		$25.00
5-211	Stop Signs		$25.00
5-212	Pedestrian Mall/Fire Lane		$25.00
5-213	Engine Braking		$50.00
5-301	Littering		$50.00
5-302	Signs; Defacing or Interfering With		$100.00
5-303	Quiet Zones; Unnecessary Noise		$25.00
5-304	Speeding 1-5 miles over	State Waiver	~~$25.00~~
	6-15 miles over	State Waiver	~~$50.00~~
	15 + miles over	State Waiver	~~$100.00~~
5-309	Driving Abreast		$75.00
5-310	Driving in Sidewalk Space		$25.00
5-401	Vehicle; Muffler		$25.00
5-402	Loads; Projecting		$25.00
5-501	Bicycle Operation		$25.00
5-502	Minibikes Snowmobiles, Golf Cart, Go Cart Off-Road Vehicle; Parks		$50.00
5-503	Offroad Vehicles; Other than ATV, UTV and Golf Car Vehicles		
	Unlawful Operation(first offense)		$ 50.00
	(second offense)		$100.00
	Subsequent to second		~~no waiver~~$150.00
5-503, 5-506, 5-507 and 5-509	ATV, UTV, Golf Car Vehicle Violations		
	First Offense in Calendar Year		$100.00
	Second Offense In Calendar Year		$150.00
	Third or Subsequent Offense in Calendar Year		$200.00
5-601	Parking; Generally		$25.00
5-602	Parking; Designation		$25.00
5-605	Parking; Trucks and Trailers Prohibited		$25.00
5-606	Parking; Obstructing or Impeding Traffic		$25.00
5-607	Parking; Display or Repair		$25.00
5-608	Parking: Time Limit		$25.00
5-609	Parking; Snow Removal and Maintenance		$25.00
5-610	Parking Emergency; Snow Route		$100.00
5-612	Parking; Private Lots		$25.00
5-703	Snow Emergency; Declaration of Emergency; Prohibition of Parking on Snow Emergency Routes		$100.00
5-703.01	Snow Emergency; Prohibition of Parking Residential Streets		$100.00

City of Waverly

Golf Cart, ATV, UTV License

If you plan to operate a Golf Cart, ATV, or UTV within City limits, you MUST first license your vehicle at the City Office.

✅ HOW TO REGISTER:

- Registration opens January 1.
- **Online Registration Coming Soon!** Complete the **Golf Cart/ATV/UTV Application** in person at the City Office during regular business hours.
  - Be sure to have your **current proof of insurance** available to upload.
  - Choose to have your license plate and/or current sticker mailed to you ($5 fee for plates) or pick up in the City Office.
- Fee: $40 initial license fee | $20 annual renewal (due by April 30).
  - A $10 late fee applies May 1.
- ⚠️ You may NOT drive until your vehicle is licensed and your sticker is current.

📋 Key Rules:

- **Drivers Must:**
  - Be a **Waverly resident**.
  - Hold a **valid Operator's license**.
  - Carry **proof of insurance** and **driver's license** while operating the vehicle.
- **Your Vehicle Must:**
  - Have **4 wheels**.
  - Be equipped with a **safety flag**.
    - Day-glow in color, triangular shape.
    - At least 30 sq. inches.
    - Mounted 5 ft. from ground.
    - Extends 6 in. above the highest point of the vehicle.
  - Use **lights** and **turn signals** if equipped.
- **Operating Hours: ⏰ Sunrise to Sunset Only.**

Where You CAN and CANNOT Drive:

- ✅ **ALLOWED:**
  - **Residential Streets and Driveways**
- ❌ **NOT ALLOWED:**
  - **Sidewalks, Parks,** or on **Grass**
  - **Highways** or **any street with more than 2 lanes**
    - Highway 6, Amberly Road, Cannongate Road driving is not [illegible] 25 mph during school zone hours.
- 🔁 **You may only cross Highway 6 at the traffic light on 141st Street.**

TextMyGov
X
Learn about our texting service!
Get answers to your questions or sign up for notifications.
Learn More

Important Reminders:

- Always keep your **insurance current.**
- Notify the City Office with updated insurance if it expires after receiving your sticker.
- Failure to comply with ordinances my result in a citation.
- Questions? Please call us at 402-786-2312.

Before You Drive...

Please review the city ordinances to keep our community safe!

Waverly
A Great Place to Grow

DOWNLOAD OUR APP!

Optimized for your mobile phone, our app will keep you informed while on the go. Download today from the links below!

Download on the App Store GET IT ON Google Play

This institution is an equal opportunity provider.

CITY OF WAVERLY – 2026

ATV/UTV or Golf Car Registration and License
(Only 4-wheeled vehicles are authorized to be licensed)

NEW ATV/UTV OR GOLF CART REGISTRATION AND LICENSE:

Name _____ Phone _____

Address _____

City _____ Zip _____ County _____

Year _____ Make _____ Model _____ Color _____

Serial or Identification Number _____

****

LICENSE RENEWAL:

Print Name _____

****

I agree to maintain Liability Insurance on the above vehicle.
I have read, understand, and have been given a copy of the applicable Waverly ordinances.
I attest that this vehicle complies with the requirements of the Waverly ordinances.

_____ _____
Applicant's Signature *Date*

NOTE: **PLACE THIS LICENSE PLATE ON THE REAR OF YOUR VEHICLE IN A CLEARLY VISIBLE LOCATION**

☐ $40.00 Initial License Fee ☐ $20.00 Renewal fee

License Plate Number **WAVERLY**_____ **Expires 01-01-2027**

Copy of Proof of Insurance is attached _____

_____ _____
Approved – City Staff *Date*

DWG: F:\2020\3501-4000\020-3633\40-Design\Exhibits\26-06-22_2026 Street Improvements Exhibit.dwg USER: bschuele
DATE: Jun 29, 2026 2:08pm XREFS: C_AERI_02101887 C_PTBK_02101887 C_PBASE-WEST_02101887 C_PBASE-EAST_02101887

PAVING PLAN - AREA 2 - WEST

BENNET STREET IMPROVEMENTS

BENNET, NE 2025

SHEET 1 OF 3

REV NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln NE 68508
TEL 402.474.6311 www.olsson.com

Pavers Bid Bennet 2025 Street Improvements 7/10/2026					
Area	**Item**	**Quantity**	**Unit**	**Unit Cost**	**Total Cost**
Madison (Elm - Dog)	Mobilization	1	EA	$825.00	$825.00
	2" Asphalt Milling	701	SY	$3.00	$2,101.67
	4" Asphalt Base Removal	175	SY	$7.80	$1,366.08
	4" Asphaltic Concrete Base, Type SPR	40	TN	$122.00	$4,918.14
	2" Asphaltic Concrete Overlay, Type SPR	83	TN	$106.20	$8,821.86
	Total				**$18,032.75**
Dogwood (Hwy-Jackson)	Mobilization	1	EA	$825.00	$825.00
	2" Asphalt Milling	584	SY	$3.00	$1,751.67
	4" Asphalt Base Removal	58	SY	$7.80	$455.43
	4" Asphaltic Concrete Base, Type SPR	13	TN	$122.00	$1,639.64
	2" Asphaltic Concrete Overlay, Type SPR	69	TN	$106.20	$7,352.72
	Total				**$12,024.46**
Dogwood (Jack-VanB)	Mobilization	1	EA	$825.00	$825.00
	6" Asphalt Removal	215	SY	$7.80	$1,675.27
	6" Asphaltic Concrete, Type SPR	75	TN	$114.00	$8,539.03
	Total				**$11,039.29**
Jackson (Cotton-Elm)	Mobilization	1	EA	$825.00	$825.00
	2" Asphalt Milling	463	SY	$3.00	$1,388.33
	4" Asphalt Base Removal	231	SY	$7.80	$1,804.83
	4" Asphaltic Concrete Base, Type SPR	53	TN	$122.00	$6,497.71
	2" Asphaltic Concrete Overlay, Type SPR	55	TN	$106.20	$5,827.61
	Total				**$16,343.48**
Misc Repairs	Mobilization	1	EA	$1,500.00	$1,500.00
	6" Asphalt Removal (Cottonwood)	36	SY	$7.80	$277.33
	6" Asphalt Patching (Cottonwood)	12	TN	$122.00	$1,512.80
	Adjust MH to Grade w/ Concrete Collar	2	EA	$1,200.00	$2,400.00
	Construct Concrete Headwall	1	EA	$3,200.00	$3,200.00
	Construct 6" Concrete Sidewalk	4	SY	$130.00	$520.00
	Remove & Replace Concrete Curb & Gutter	22	LF	$69.00	$1,518.00
	Remove & Replace Area Inlet	1	EA	$7,400.00	$7,400.00
	Remove & Replace 18" RCP	24	LF	$185.00	$4,440.00
	Remove & Replace ConcretePavement	30	SY	$154.00	$4,620.00
	Concrete Collars	2	EA	$750.00	$1,500.00
	Total				**$28,888.13**

$86,328.12

Mike Tedesco

DWG: F:\2020\3501-4000\020-3833\40-Design\Exhibits\26-06-22_2026 Street Improvements Exhibit.dwg USER: bschuele
DATE: Jun 29, 2026 2:12pm XREFS: C_AERI_02101887 C_PTBLK_02101887 C_PBASE-WEST_02101887 C_PBASE-EAST_02101887

SHEET 3 OF 3	PAVING PLAN - AREA 4 - NORTHEAST	REV NO.	DATE	REVISIONS DESCRIPTION
	BENNET STREET IMPROVEMENTS			
	BENNET, NE 2025			REVISIONS

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

Pavers Bid Bennet 2025 Street Improvements 7/10/2026					
Area	**Item**	**Quantity**	**Unit**	**Unit Cost**	**Total Cost**
Madison (Elm - Dog)	Mobilization	1	EA	$825.00	$825.00
	2" Asphalt Milling	701	SY	$3.00	$2,101.67
	4" Asphalt Base Removal	175	SY	$7.80	$1,366.08
	4" Asphaltic Concrete Base, Type SPR	40	TN	$122.00	$4,918.14
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	4" Asphaltic Concrete Base, Type SPR	53	TN	$122.00	$6,497.71
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$86,328.12

Mike Tedesco

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SHEET 3 OF 3	PAVING PLAN - AREA 4 - NORTHEAST	REV NO.	DATE	REVISIONS DESCRIPTION
	BENNET STREET IMPROVEMENTS			
	BENNET, NE 2025			REVISIONS

olsson
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P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

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$86,328.12

Mike Tedesco

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SHEET 1 OF 3

drawn by: JJE
checked by: JJE
approved by: BTS
QC by: BTS
project no: 020-03833
drawing no: C01.01.0BST
date:

PAVING PLAN - AREA 2 - WEST

BENNET STREET IMPROVEMENTS

BENNET, NE | 2025

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

olsson
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SHEET 2 OF 3

drawn by: JLE
checked by: BTS
approved by: BTS
O.I.D. no.: 020-3833
project no.: 020-3833
drawing no.:
date:

PAVING PLAN - AREA 3 - SOUTHWEST

BENNET STREET IMPROVEMENTS

BENNET, NE 2025

REV. NO.	DATE	REVISIONS DESCRIPTION

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Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

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SHEET 3 OF 3	drawn by: JSC checked by: JME approved by: BTS project no.: 020-3833 drawing no.: 02101887 date:	PAVING PLAN - AREA 4 - NORTHEAST BENNET STREET IMPROVEMENTS BENNET, NE 2025	REV. NO. / DATE / REVISIONS DESCRIPTION REVISIONS

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Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

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P.O. Box 84608
Lincoln, NE 68508

TEL 402.474.6311 www.olsson.com

REVISIONS		
REV. NO.	DATE	REVISIONS DESCRIPTION

PAVING PLAN - AREA 6 - EAST

BENNET STREET IMPROVEMENTS

BENNET, NE 2025

drawn by: JJC
checked by: JJE
approved by: BTS
QA/QC by: BTS
project no.: 023R887
drawing no.:
date:

SHEET 10 OF 29

DWG: F:\2020\3501-4000\020-3833\40-Design\Exhibits\26-06-22_2026 Street Improvements Exhibit.dwg USER: bschuele
DATE: Jun 29, 2026 2:10pm XREFS: C_AERL_0210187 C_PTBLK_0210187 C_PBASE-WEST_0210187 C_PBASE-EAST_0210187

Pavers Bid Bennet 2025 Street Improvements 7/10/2026					
Area	**Item**	**Quantity**	**Unit**	**Unit Cost**	**Total Cost**
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	Total				**$11,039.29**
Jackson (Cotton-Elm)	Mobilization	1	EA	$825.00	$825.00
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	4" Asphalt Base Removal	231	SY	$7.80	$1,804.83
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	2" Asphaltic Concrete Overlay, Type SPR	55	TN	$106.20	$5,827.61
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Misc Repairs	Mobilization	1	EA	$1,500.00	$1,500.00
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$86,328.12

Mike Tedesco

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SHEET 1 OF 3

drawn by: JJE
checked by: JJE
approved by: BTS
QC by: BTS
project no.: 020-03833
drawing no.:
date:

PAVING PLAN - AREA 2 - WEST

BENNET STREET IMPROVEMENTS

BENNET, NE | 2025

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

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SHEET 2 OF 3

drawn by: JLE
checked by: BTS
approved by: BTS
O.I.D. no.: 020-3833
project no.: 020-3833
drawing no.:
date:

PAVING PLAN - AREA 3 - SOUTHWEST

BENNET STREET IMPROVEMENTS

BENNET, NE 2025

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SHEET 3 OF 3	drawn by: JSC checked by: JME approved by: BTS project no.: 020-3833 drawing no.: 02101887 date:	PAVING PLAN - AREA 4 - NORTHEAST BENNET STREET IMPROVEMENTS BENNET, NE 2025	REV. NO. / DATE / REVISIONS DESCRIPTION REVISIONS

olsson
601 P Street, Suite 200
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REVISIONS		
REV. NO.	DATE	REVISIONS DESCRIPTION

PAVING PLAN - AREA 6 - EAST

BENNET STREET IMPROVEMENTS

BENNET, NE 2025

drawn by: JJC
checked by: JJE
approved by: BTS
QA/QC by: BTS
project no.: 023R887
drawing no.:
date:

SHEET 10 OF 29

DWG: F:\2020\3501-4000\020-3833\40-Design\Exhibits\26-06-22_2026 Street Improvements Exhibit.dwg USER: bschuele
DATE: Jun 29, 2026 2:10pm XREFS: C_AERL_0210187 C_PTBLK_0210187 C_PBASE-WEST_0210187 C_PBASE-EAST_0210187

Pavers Bid Bennet 2025 Street Improvements 7/10/2026					
Area	**Item**	**Quantity**	**Unit**	**Unit Cost**	**Total Cost**
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	2" Asphaltic Concrete Overlay, Type SPR	69	TN	$106.20	$7,352.72
	Total				**$12,024.46**
Dogwood (Jack-VanB)	Mobilization	1	EA	$825.00	$825.00
	6" Asphalt Removal	215	SY	$7.80	$1,675.27
	6" Asphaltic Concrete, Type SPR	75	TN	$114.00	$8,539.03
	Total				**$11,039.29**
Jackson (Cotton-Elm)	Mobilization	1	EA	$825.00	$825.00
	2" Asphalt Milling	463	SY	$3.00	$1,388.33
	4" Asphalt Base Removal	231	SY	$7.80	$1,804.83
	4" Asphaltic Concrete Base, Type SPR	53	TN	$122.00	$6,497.71
	2" Asphaltic Concrete Overlay, Type SPR	55	TN	$106.20	$5,827.61
	Total				**$16,343.48**
Misc Repairs	Mobilization	1	EA	$1,500.00	$1,500.00
	6" Asphalt Removal (Cottonwood)	36	SY	$7.80	$277.33
	6" Asphalt Patching (Cottonwood)	12	TN	$122.00	$1,512.80
	Adjust MH to Grade w/ Concrete Collar	2	EA	$1,200.00	$2,400.00
	Construct Concrete Headwall	1	EA	$3,200.00	$3,200.00
	Construct 6" Concrete Sidewalk	4	SY	$130.00	$520.00
	Remove & Replace Concrete Curb & Gutter	22	LF	$69.00	$1,518.00
	Remove & Replace Area Inlet	1	EA	$7,400.00	$7,400.00
	Remove & Replace 18" RCP	24	LF	$185.00	$4,440.00
	Remove & Replace ConcretePavement	30	SY	$154.00	$4,620.00
	Concrete Collars	2	EA	$750.00	$1,500.00
	Total				**$28,888.13**

$86,328.12

Mike Tedesco

Overtime Worked
06-01-2026 to 06-30-2026

Deputy	Start - End	# Hours	Date	OT Type
22139 BRYANT, CHAD	1130 - 1630	5.00	06-28-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1100 - 1400	3.00	06-29-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1800 - 2000	2.00	06-30-2026	SUPL CONTRACT-BENNET
		10.00		
22141 HANSEN, MICHAEL	0845 - 1115	2.50	06-04-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0845 - 1115	2.50	06-12-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0845 - 1115	2.50	06-18-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0730 - 1000	2.50	06-25-2026	SUPL CONTRACT-BENNET
		10.00		

Total: 20.00

902159

7/2/26

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 06-04-2026
Start of Shift: 0845 End of Shift: 1115

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
0845			Start of shift Mileage 45589
0855	SEL	Monroe	Traffic
1045	BUS	Downtown	
1050	SEL	Park	
1055	SEL	Legion	
1100	SEL	Cemetary	
1115			End of shift Mileage 45608

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2.5	Vehicle number: 980 Total mileage for this shift: 19

Deputy Reporting M. Hansen 902141 Supervisor Approving

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 06-12-2026
Start of Shift: 0845 End of Shift: 1115

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
0845			Start of shift Mileage 45888
0855	SEL	Monroe	Traffic
1045	BUS	Downtown	
1050	SEL	Park	
1055	SEL	Legion	
1100	SEL	Cemetary	
1115			End of shift Mileage 45908

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

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

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 06-18-2026
Start of Shift: 0845 End of Shift: 1115

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
0845			Start of shift Mileage 46097
0855	SEL	Monroe	Traffic
1045	BUS	Downtown	
1050	SEL	Park	
1100	SEL	Cemetary	
1115			End of shift Mileage 45118

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

Deputy Reporting M. Hansen 902141 **Supervisor Approving** 902459

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 06-25-2026
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
0700			Start of shift Mileage 46346
0705	SEL	Monroe	Traffic
0900	BUS	Downtown	
0905	SEL	Park	
0910		General town patrol	
0950	SEL	Cemetary	
1000			End of shift Mileage 46366

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

Deputy Reporting M. Hansen 902141 **Supervisor Approving** 902189

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 06-28-26
Start of Shift: 1130 End of Shift: 1630

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

Time (s)	Type	Location	Remarks
1130	SEL	Bennet	Town patrol - visibility
1200	SEL	Monroe / Fir	Monroe Traffic
1300	BUS	Bennet Splashpad	Area check
1400	SEL	Hackberry Neighborhood	Area check
1430	SEL	Monroe/Carden	Monroe traffic
1530	SEL	Bennet	Area patrol
1630	O	Benent	End

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

Total hours worked this date: 5 Vehicle number: 0935

Total mileage for this shift: 23

Deputy Reporting Bryant 902139 Supervisor Approving 902159

Updated November [illegible]

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant

Activity for the Village / Town / City of Bennet

Date Worked 06-29-26

Start of Shift: 1100 End of Shift: 1400

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

Time (s)	Type	Location	Remarks
1100	SEL	Monroe/Elm	Monroe Traffic
1200	SEL	Bennet	Town patrol / presence
1300	SEL	Monroe / Apple	Monroe Traffic
1400	O	Bennet	End

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 3	Vehicle number: 0935 **Total** mileage for this shift: 15

Deputy Reporting Bryant 902139

Supervisor Approving 902157

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 06-30-26
Start of Shift: 1800 End of Shift: 2000

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

Time (s)	Type	Location	Remarks
1800	SEL	Monroe/Apple	Monroe Traffic
1830	BUS	Ball park	All okay
1900	SEL	Bennet	Town patrol
1930	SEL	Monroe/Garden	Monroe Traffic
2000	O	Bennet	End

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2	Vehicle number: 0935 **Total** mileage for this shift: 10

Deputy Reporting Bryant 902139 **Supervisor Approving** 9015'9

Updated November 2, 2017

To: City of Bennet Clerk and City Council

Re: July 2026 City Engineering Report

New information
Olsson Action Item
City Action Item

Transportation Safety Action Plan

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

Street Maintenance Plan

- Crack sealing: Complete.
- Asphalt emulsion seal coating: Complete.
  - Recommended every 3-5 years.
  - Benefits: Slows down oxidation and oil content loss, protects from petroleum damage.
  - Pavement Ages
    - Bennet Ridge (2007)
    - Apple Street (2019)
    - Rest (2017-2019?)
    - Madison, Garden, and Hackberry (2022) will be due in 2 years.
- A Street Improvements Phasing Map is attached showing streets completed to date and the plan for the next 5 years.
  - Olsson coordinated this with Zach. Let me know if anyone has comments.

Street Improvements Plan

- Approximately $80,000/year in the budget for street improvements/maintenance.
  - Recommend $80,000 of street improvements for 2026
- ***City to approve Pavers proposals at July council meeting. Work to be completed in the fall.***

Water Supply Analysis

- ***Olsson to send email to RWD showing year over year usage to show that the measures implemented are working. Notify them that a SCADA system has been installed and that additional irrigation restrictions have been implemented.***
- Water usage statistics:
  - Monthly Max: 5,400,000 gal.
  - Daily Max: 180,000 gal. (or 216,000 gal. at 150 gpm)
  - May Water Usage
    - Monthly: 3,609,000 gal. (67% of capacity)
    - Ave. Daily: 120,000 gal. (67% of capacity)
    - Max. Daily: 150,000 gal. (83% or 69% of capacity)
      - 187,000 gal. reading on 6/30 was due to hydrant flushing. Not counted.
    - 12 users over 20,000 gal. Highest was 30,000. Very successful month of irrigation restriction.
- RWD met with city on February 12th.
  - RWD has no short term plans for expansion of capacity. Long term plans include development of a new well.
  - Recommended irrigation restrictions to manage daily flows.
- RWD met with planning commission on April 17th
  - Stated that RWD has no ability to provide more water to the village. Recommended the village explore a well near Pella Road. Preliminary costs were provided by Olsson.

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

Sewer Improvements/Rates

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

Miscellaneous

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

Development Reviews

- Cochrane Corner:
  - Olsson and City conducted a punchlist walkthrough and provided a report to the developer for correction prior to releasing escrow.
  - Olsson provided a list to the developer of the testing, inspections, and permit documentation required for city review.
    - ***Progress is being made on the punchlist. Olsson to follow up.***
  - Runoff from Cottonwood street is washing out near west curb of Albert Lane.
    - ***City to create a drainage path for water to enter the ditch a few feet to the west and a raised shoulder to keep water from washing out near the curb.***
  - Olsson and City coordinated with NE City Utilities on street light layout.
- Coffee Shop
  - ADA striping/signage and wheelstop needs to be installed.
    - Olsson emailed info to City. ***City to notify owner.***

Trails

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

Tyler & Cottonwood Street Paving (info from 2021)

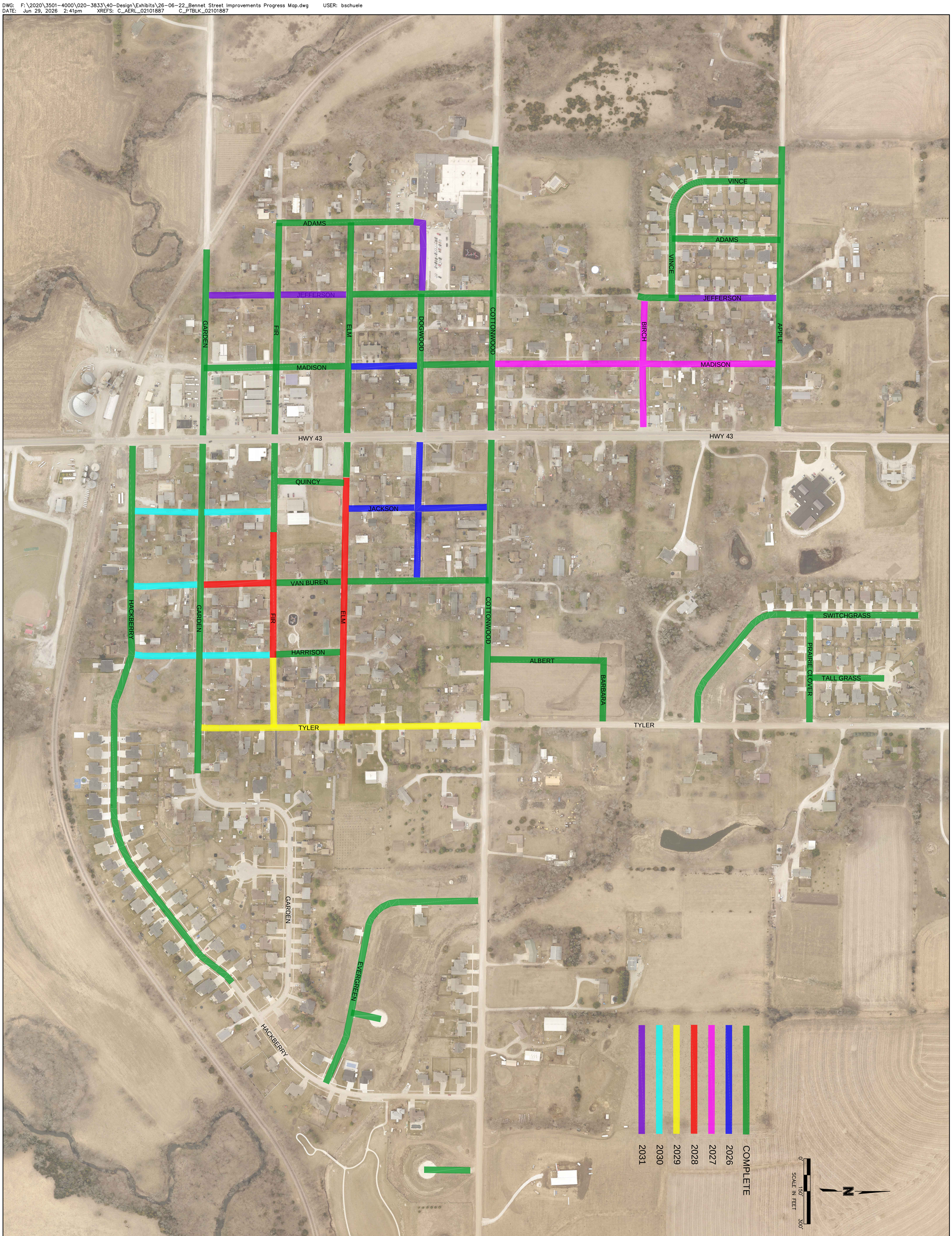
- Project Cost: $1,250.000
  - $95,000/year for 15 year bond at 1.75%
  - $105,000/year for 15 year bond at 3.00%
- Current Levy Rates
  - Bennet: 0.304020
  - Adams: 0.475267
  - Hickman: 0.430992
  - Springfield: 0.500000
- Current village valuation: $87.5 million
  - Project would require additional 0.11 village levy.
- Projected village valuation: $103.1 million
  - After Evergreen Place, Cedar Brook, and Cochrane Corner.
  - Project would require additional 0.09 village levy.
- Cost of waiting:
  - Interest rate risk.
  - Material price increases.
- Benefit of waiting:
  - Potential infrastructure bill funding.

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

Sincerely,

Brian Schuele, PE

DWG: F:\2020\3501-4000\020-3833\40-Design\Exhibits\26-06-22_Bennet Street Improvements Progress Map.dwg USER: bschuele
DATE: Jun 29, 2026 2:41pm XREFS: C_AERL_02101887 C_PTBLK_02101887



SHEET 1 OF 1

PHASING MAP

BENNET STREET IMPROVEMENTS

BENNET, NE 2025

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

drawn by: BJS
checked by: JJE
approved by: JJE
project no.: 020-03833
drawing no.:
date: 6/29/2026

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

City of Bennet Maintenance Report

July 10, 2026

Water

- 3,609,000 high was 187,000 low was 94,000 avg 120,000
  Performed our monthly water test at 485 Adams and 580 Elm. Both Passed
- **Pumped 3,609,000 Gallons which is down 301,000 from last month. The daily maximum was 187,000 and the low was 94,000. The monthly Average was 120,000.**
- Read all water meters in the city, had 1 shut off
- Locates have been coming in left and right with Zito media starting work this week. They plan to start on sweetgrass Prairie first.
- Flushed all the fire hydrants west of Monroe St. We will start on the East side when we have rain again, so the water usage does not increase too much.
- Had water service leak at 1160 Hackberry, this is the second leak at the address in 1 year, so I had Lovells go ahead and install a new service line from the main to the meter pit. We also had to tear on 2 sections of sidewalk, so we had to replace and put seen back down
- Had a plugged water service line at 665 cottonwood. It was full of manganese and iron, I had Lovells dig up the service line at the tap, and we were able to get it back flowing like it should.
- Flushed water at 1380 hackberry
- Put Riser on the fire hydrant at 1040 Hackberry. It was leaking out of the bottom when we turned it on to flush and was eroding away around the hydrant. It was also buried too deep, so we put a riser on it to get it to the correct height.
- Had to have Cochran's comer water main retested because we never received the put into service notification from the state. Found out the results were never sent to the state to get approval from the engineer for the subdivision. Once we get the approval, we will be able to get that main active.
- Got called out over the 4th of July weekend for low water pressure. Everything was fine on our end.
- Met with Mike Hart and Kent at the school to talk about getting the new water meter installed.
- Ran an audit on 630 Cherry street and found they have a water leak on their side but could not find where it was surfacing. I told them they would need to get a plumber to come out and to keep us notified if possible of there findings an I would come back out to shut their water off so they could get it fixed.

Needs:

-

Wastewater Treatment Plant/ Sewer

- **Treated 2,221,000 million Gallons which is up 139,000 from last month. Daily high of 98,000 and a low of 61,000, AVG Flow 74,000**

- Took ammonia sample to Waverly and had it tested and the results were .65ppm which is below our limits
- Completed monthly effluent testing and delivered to the lab in Omaha, All samples came back well under limits, especially ammonia which was under their reporting limit
- Started running the sewer camera to inspect sewer main as we are able
- We have had issues with pump 2 at the lift station. The pump itself is fine. They found the starter for pump was acting up so they went ahead and replaced that. Everything ran fine for a week then the problem started again. We were able to run it manually, but it would now run automatically. They found that it was a bad relay and so far, it had been working like it should since Thursday.
- Allen Septic came and pumped out the lift station and pulled out a bunch of rags and feminine product along with some sticks.
- I have opened the North side of the plant because of the high flows we have been getting. We have been averaging just over 85,000 every day. The high flows have come from the heavy rains in a short amount of time along with the water usage from the splash pad. We also are getting high usage from the school this time of the year from the chiller they use to cool come of the building.
- Built a road to get down into both inactive lagoons and mowed inside of them because we had thistles that had started taking over. So far we have been able to stay on top of the thistles at the treatment plant.
- Started spraying 2-4D and round up to help keep the thistles from coming back.
- Went around in the problem areas on our sanitary sewer and pulled manholes to inspect to see if we could find where we are getting all the rain run off during the storms we have been having.

Needs:

- Finish Sewer jetting (should be completed within 2 weeks)
- Get sewer camera ready and start videoing sewer mains (Start once jetting is completed)
- Start Filling North side of plant and start pumping out south side to see what parts are needed to be replaced. (towards the end of June)

Streets

- Worked with Bryan on proposed street projects
- Had windshield chip fixed on f350
- Set out barricades for firefly festival and the 4th of July
- Concrete inspections at 1000 and 905 Evergreen
- Inspected fireworks stand

Needs:

- Plan to pull out old street signposts out after sewer jetting and camera work is done.
- Get asphalt cold patch to fix a few potholes

General

- Looked over Plans from Zito Media and Windstream met with Brian on placement of fiber.
- Had meeting with Sue and other cities about E-bike issues and how to move forward
- We hired Paxton Dack as our new grounds keep refuse site attendant to replace Ian that is leaving us this Wednesday.

Needs:

- Nothing new at this time

Dump

- Loaded metal into metal bins.
- Pushed up brush pile
- Cleaned up trash around compactor.
- Burned brush pile
- Met with Mark Schmit and Aaron Vasa about getting quotes for cleaning out old lagoon cell and turning that into out brush pile and compost site.

Needs:

- Stay on top of burning so the pile does not get so big. We will need to rent a rock bucket next time we burn to sort through the pile we just burned.

Parks and Ballfields

City Park:

- Had to replace 1 valve on the splash pad because it was leaking

Needs:

- Seed, fertilize, and possibly aerate in the fall

Whispering Pines:

- Sprayed 2-4D to get rid of weeds
- Cut out thistles in drainage ditch

Needs:

-

T-Ball Field:

- Stayed on top of mowing and weed eating
- Sprayed weeds inside of the ball diamond

Needs:

- Replace 2 x 6 boards on bleachers
- Keep weeds down in the infield

South Ballfield:

- Stayed on top of mowing and weed eating
- Sprayed weeds inside of the ball diamond

Needs:

- Mulch added around trees.
- Figure out a way to anchor the fence down between the post because the fence has curled up over the years
- The crow's nest and concession stand remodel needs to be finished.
- Should have the dugout benches and back stop painted. (This summer)

Zach Fergus

Utilities Superintendent

City of Bennet

7/13/2026