City of Bennet
City Council
NOTICE OF MEETING
May 11, 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 April 13, 2026, City Council Regular Meeting Approval
   - 3.b. CLAIMS FOR PAYMENT
   - 3.c. TREASURER'S 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
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. **UNFINISHED BUSINESS**
   - 5.a. Discussion/Action Quincy Street Re-plat
6. **NEW BUSINESS**
   - 6.a. Discussion/Action on Splash Pad Hours
   - 6.b. Discuss/Approve revised Bennet Personnel Policy, RESOLUTION 2026-5.3
   - 6.c. Discussion of SS4A Grant Application and Letters of Support
   - 6.d. Approval of City Letter of Financial Committment
   - 6.e. Discuss Fee Changes, Water & Sewer Service Fee and Usage
   - 6.f. Discussion/Approval Water & Sewer Lien 560 Garden Street, RESOLUTION 2026-5.4
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 April 2026 Hours
   - 7.b. May 2026 Maintenance Report
   - 7.c. May 2026 Engineer Report
8. COMMUNICATIONS
9. PUBLIC COMMENT
10. CLOSED SESSION
11. ADJOURNMENT

DRAFT

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

City of Bennet, Nebraska
City Council
Minutes April 13, 2026
Regular Meeting

The City Council ("Council") of the City of Bennet, Nebraska ("City"), convened for a regular business meeting on April 13, 2026 at 8:00 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 April 10, 2026.

Mayor Ryan Cheney called the meeting to order at 8:00 pm and announced the location of the Open Meetings Act. City Clerk Sue Biltoft conducted roll call. Council Members in attendance were Josh Buck, Jesse Schmidt, Pete Simmons, and Mayor Cheney. Dan Zieg was absent. Also in attendance were City Attorney David Solheim, Deputy City Attorney Matt Blaser, City Engineer Brian Schuele and Utility Superintendent Zach Fergus. A quorum being present the meeting duly commenced with the Pledge of Allegiance.

CONSENT AGENDA

- 3.a. Minutes from March 9, 2026, City Council Regular Meeting Approval
- 3.b. Claims
- 3.c. Treasurers Report

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

Mason Favinger was not at the meeting, so no action was taken regarding his request.

Mayor Cheney introduced Review of Civic and Community Center Financing Fund (CCCFF) – Nebraska Department of Economic Development and Reintroduction of Bennet Palmyra Childcare Foundation as requested by Schmidt who provided an update on grant requirements and progress.

City Attorney Solheim requested the Quincy Street Right-of-Way Agreements discussion/action be tabled until the May meeting.

Michael Hoback presented the audit report for FY 24/25 and made recommendations to the council to improve the debt ratio in the water and sewer utilities departments.

Engineer Schuele presented the scope of tasks and estimated cost provided by Olsson for implementation of the Bennet Safety Action Plan grant request. Simmons moved and Schmidt seconded a motion to approve the scope of grant application costs from $7,200.00 up to $14,800 with approval from the Mayor. Roll call vote: YES: Buck, Schmidt, Simmons. Motion carried.

Mayor Cheney introduced discussion of the illegal septic system at 17300 Bennet Road and history of the situation. Deputy Attorney Blaser has spoken with the Lancaster County Health Department about the necessary proceedings to correct the problem and what the next step in the process would be. The Health Department will refer the problem to the State of Nebraska.

City of Bennet, Nebraska
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Mayor Cheney referred to the pictures of 560 Garden and the need for cleanup on this property. Attorney Solheim's office will send a courtesy letter to the owner requesting action be taken to address the problem.

The 2026 CIP forms and list of 2025 projects were made available to council members.

Written reports from staff and law enforcement hours were reviewed.

Mayor Cheney opened the floor for public comment.

Simmons moved and Schmidt seconded a motion to go into closed session after receiving legal advice based on threatening or pending litigation at 9:20 pm. Roll call vote: YES: Simmons, Buck, Schmidt. Motion carried.

The council returned to open session at 9:33 pm.

There being no further business, Simmons moved and Schmidt seconded a motion to adjourn at 9:34 pm. Roll call vote: YES: Buck, Schmidt, Simmons. Motion carried.

City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

Date	Name	Memo	Credit
05/11/2026	ABC Termite & Pest Control Inc.	Pest Control	$155.00
05/11/2026	ALLO Communications	Internet and Phone Systems	$317.42
05/11/2026	AMGL	Water & Sewer Rates & Wages Discussion	$75.00
05/11/2026	Black Hills Energy	Gas Utility	$90.69
04/30/2026	First Nebraska Bank	ACH Transaction Fee	$79.75
04/21/2026	Four Sons Inc.	Fund Transfer	$990.68
05/11/2026	Frontier COOP	2-4D For Parks	$360.00
05/11/2026	GreatAmerica Financial Svcs	Copier Lease	$175.00
05/11/2026	Hamilton Equipment Co.	Rock Bucket Rental Invoice 54317R	$142.50
05/11/2026	Hochstetler, David	Inspections	$90.00
04/17/2026	IRS/Department of Treasury	Employee Withholding	$2,949.18
05/01/2026	IRS/Department of Treasury	Employee Withholding	$2,143.04
05/11/2026	Lancaster County Sheriff	April 2026 Law Enforcement	$1,468.32
05/11/2026	Lovell Excavating	Maintenance & Repair- Meter Replacement I	$450.00
05/11/2026	MARC	sewer maintenance chemicals	$597.50
05/11/2026	Menards	Supplies- Invoice 74586 & 73883	$704.65
05/11/2026	Midwest Labs	Effluent test & Supplies	$353.42
05/11/2026	Municipal Supply Inc.	Supplies- Freight & Tax	$48.54
05/11/2026	Nebraska CCI	Building inspections	$795.00
05/11/2026	Nebraska City Utilities	Electricity	$4,517.23
05/11/1936	Nebraska Dept. of Revenue	Sales Tax	$1,284.23
04/17/2026	Nebraska Dept. of Revenue	Employee Withholding	$454.49
05/01/2026	Nebraska Dept. of Revenue	Employee Withholding	$352.65
04/14/2026	Nebraska Dept. of Revenue	Keno Tax	$441.00
05/11/2026	NMC Nebraska Machinery	Repair/Maintenance	$841.00
05/11/2026	Olsson Inc.	Engineering	$1,581.11
05/11/2026	One Call Concepts, Inc.	Diggers Hotline	$28.27
05/11/2026	Pavers Construction	Street Improvements	$75.62
05/11/2026	Ray Planning Solutions	Zoning Invoice 20260430	$1,200.00
05/11/2026	Rural Water District No. 1	Water	$12,100.00
05/11/2026	Sams Club MC/Synch	Services & Supplies	$1,097.96
05/11/2026	Solheim Law Firm	Legal Services	$1,567.50
05/11/2026	The Voice News	Publications	$57.39
05/11/2026	Union Bank	Bond Admin	$1,280.00
05/11/2026	Uribe Refuse Services, Inc.	Refuse	$10,399.53
05/11/2026	Verizon Wireless	Cell Phones	$200.35
05/11/2026	Visa- Chase	Adobe Subscription & Supplies	$368.59
Mayor & Council Payroll			$1,200.57
Payroll & Insurance Stipends			$19,074.84
LPL Financial-Employees IRA			$365.28
AFLAC	Employees Insurance Plans		$511.23

	March 31, 2026 Balances	April 30, 2026 Balances
City Main Checking (General)	$ 277,602.69	$ 252,739.69
Sewer Property Tax MM (Debt Service)	$ 7,219.50	$ 23,043.38
Community Betterment (Keno)	$ 19,801.39	$ 19,971.90
Prize Reserve(Keno)	$ 37,334.85	$ 36,359.38
Park Improvement Savings (General)	$ -	$ -
Subtotal Bennet First NE	$ 341,958.43	$ 332,114.35
Hwy & GO Bond Payments (Value Edge) MM (General)	$ 1,354.74	$ 1,355.53
Housing Rehab (General)	$ 821.88	$ 821.88
Subtotal Union Bank & Trust	$ 2,176.62	$ 2,177.41
General(General)	$ 727,544.84	$ 829,711.11
Park (General)	$ 12,830.34	$ 12,867.84
Water (Water)	$ 17,293.47	$ 17,344.06
Sewer (Sewer)	$ 29,262.94	$ 29,348.47
Street (Street)		
Subtotal NPAIT	$ 786,931.59	$ 889,271.48
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

CITY OF BENNET

APPLICATION FOR PLANNING COMMISSION

Name: Burke Brown III

Address: 180 Vince Dr, Bennet, NE

Phone: (402) 874-0747

Email: burke@polarislawyers.com

In order to know the candidates better, please tell us why you are interested in being on the Planning Commission and what you feel your role as a Planning Commission member would be.

I am interested in joining as an alternate, or whatever role the city needs. As a graduate of Bennet/ Palmyra District OR-1, I have been involved with the Bennet community for a majority of my life. As a local business owner, Bennet homeowner, and young(ish) parent, I believe I can bring a forward looking perspective to city and community planning. Supporting the community that gave me the opportunity to achieve a quality public education (from elementary through law school) is important to me, and participation on the planning commission is an opportunity to give back.

Thank you

RESOLUTION NO. 2026-5.1

A RESOLUTION APPOINTING AN ALTERNATE MEMBER TO THE PLANNING COMMISSION.

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

WHEREAS, the Mayor has recommended, subject to the approval of the City Council, Burke Brown III to serve as such alternate member.

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

That, pursuant to Section 32.01 of the Code of Bennet, the appointment of Burke Brown III to serve as alternate member to the Planning Commission is hereby approved for the remainder of the term ending October 12, 2026.

PASSED AND APPROVED THIS 11th day of May 2026.

ATTEST:

_____ _____

City Clerk/Treasurer Mayor

(SEAL)

April 15, 2026

Mayor and City Council
City of Bennet
685 Monroe Street
Bennet, NE 68317

Dear Mayor and City Council:

As Michelle Pietzyk discussed with Sue Biltoft, Brian Friedrichsen has resigned from Olsson to pursue a different job opportunity. I will be taking over as the City's street superintendent. Attached is my resume for the council to review. Please officially appoint me as your street superintendent at your next council meeting for the time period starting the date of the meeting through December 31, 2026. Here is the information you will need to include in the appointment:

Jeff Palik - Class A license
Street Superintendent License S-1269
Engineering License is E-10492

Brian Schuele, out of our Lincoln office, will continue as your daily contact to help with your community needs and engineering work. Michelle Pietzyk will continue to be your contact for all things street superintendent related. Michelle will work with the city at the end of the year on how to fill out the End of Year Street Superintendent Certification form showing myself and Brian.

If you have any questions, please contact me at 308.398.2958 or jpalik@olsson.com or Michelle Pietzyk at 402.480.1347 or mpietzyk@olsson.com.

Sincerely,

Jeff R Palik

Jeff Palik, PE
Sector Leader, Greater Nebraska

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

JEFF PALIK, P.E.

Street Superintendent



EXPERIENCE SUMMARY

As sector leader of the Greater Nebraska region, Jeff oversees the Grand Island, Holdredge, Kearney, Norfolk, and South Sioux City offices. Jeff is also responsible for the Lincoln/Sarpy construction materials testing team, as well as the Drilling and Geotechnical teams for Olsson. Jeff has been with Olsson for more than 20 years. He has a diverse background in design, construction, and management for projects ranging from sanitary sewers and lift stations to commercial land development. Early in his career, Jeff took an interest in construction services, seizing opportunities to assist with field work and inspections. His reputation as a fair, responsive leader at construction sites grew quickly. Jeff's knowledge of infrastructure design coupled with his vast construction expertise led him to his previous role of Construction Services team leader. As a result, Jeff understands how to manage the complete lifecycle of a project from concept to closeout. He is versed in water main, sanitary sewer, roadway construction, and mass grading projects.

PROJECT EXPERIENCE

- City of Holdrege, Construction Engineering for 11th Ave. from Morton St. to Logan St.; Holdrege, NE
- City of Lexington, Construction Engineering for 13th St. from Hampton St. to Airport Rd.; Lexington, NE
- City of Lexington, Design and Construction Engineering for 6th and Jackson St.; Lexington, NE
- City of Lexington, East Viaduct Replacement Construction Engineering and Inspection; Lexington, NE
- City of Minden, Municipal Water System Improvements; Minden, NE
- City of Minden, New Concrete Pavement for Sections of Campbell St., Holland St., and Eighth St.; Minden, NE
- City of Ogallala, Paving Improvements for Second Street, B Street, and South A Street; Ogallala, NE
- City of St. Paul, Design of Water Main and Sanitary Sewer Extension for Jerabek Subdivision; St. Paul, NE
- Village of Elba, Paving and Drainage Improvements for 13th St. from New St. to Alda St.; Elba, NE
- Village of Kenesaw, Design and Construction of New Water Meters; Kenesaw, NE
- Village of Kenesaw, Paving Improvements and Overlay for Various Streets; Kenesaw, NE

EDUCATION

- B.S., Civil Engineering, University of Nebraska-Lincoln

PROFESSIONAL REGISTRATIONS

- Professional Engineer: NE, E-10492

CERTIFICATIONS/TRAINING

- Street Superintendent License: NE, Class A #S-1269

OLSSON EXPERIENCE

- 1998 to 2003
- 2005 to Present

OVERALL EXPERIENCE

- 1997 to Present

PROFESSIONAL REFERENCES

- Matt Helzer
  City of St. Paul
  308.754.4483
  mhelzer@cityofstpaulne.org
- Michael Krings
  City of Minden
  308.832.1820
  mkrings@mindennebraska.org
- Jeff Edmondson
  Village of Kenesaw
  402.752.3222
  jedmondson@kenesaw.org

April 15, 2026

Mayor and City Council
City of Bennet
685 Monroe Street
Bennet, NE 68317

Dear Mayor and City Council:

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Jeff Palik - Class A license
Street Superintendent License S-1269
Engineering License is E-10492

Brian Schuele, out of our Lincoln office, will continue as your daily contact to help with your community needs and engineering work. Michelle Pietzyk will continue to be your contact for all things street superintendent related. Michelle will work with the city at the end of the year on how to fill out the End of Year Street Superintendent Certification form showing myself and Brian.

If you have any questions, please contact me at 308.398.2958 or jpalik@olsson.com or Michelle Pietzyk at 402.480.1347 or mpietzyk@olsson.com.

Sincerely,

Jeff R Palik

Jeff Palik, PE
Sector Leader, Greater Nebraska

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

JEFF PALIK, P.E.

Street Superintendent



EXPERIENCE SUMMARY

As sector leader of the Greater Nebraska region, Jeff oversees the Grand Island, Holdredge, Kearney, Norfolk, and South Sioux City offices. Jeff is also responsible for the Lincoln/Sarpy construction materials testing team, as well as the Drilling and Geotechnical teams for Olsson. Jeff has been with Olsson for more than 20 years. He has a diverse background in design, construction, and management for projects ranging from sanitary sewers and lift stations to commercial land development. Early in his career, Jeff took an interest in construction services, seizing opportunities to assist with field work and inspections. His reputation as a fair, responsive leader at construction sites grew quickly. Jeff's knowledge of infrastructure design coupled with his vast construction expertise led him to his previous role of Construction Services team leader. As a result, Jeff understands how to manage the complete lifecycle of a project from concept to closeout. He is versed in water main, sanitary sewer, roadway construction, and mass grading projects.

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- City of Holdrege, Construction Engineering for 11th Ave. from Morton St. to Logan St.; Holdrege, NE
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- City of Lexington, East Viaduct Replacement Construction Engineering and Inspection; Lexington, NE
- City of Minden, Municipal Water System Improvements; Minden, NE
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- Village of Kenesaw, Paving Improvements and Overlay for Various Streets; Kenesaw, NE

EDUCATION

- B.S., Civil Engineering, University of Nebraska-Lincoln

PROFESSIONAL REGISTRATIONS

- Professional Engineer: NE, E-10492

CERTIFICATIONS/TRAINING

- Street Superintendent License: NE, Class A #S-1269

OLSSON EXPERIENCE

- 1998 to 2003
- 2005 to Present

OVERALL EXPERIENCE

- 1997 to Present

PROFESSIONAL REFERENCES

- Matt Helzer
  City of St. Paul
  308.754.4483
  mhelzer@cityofstpaulne.org
- Michael Krings
  City of Minden
  308.832.1820
  mkrings@mindennebraska.org
- Jeff Edmondson
  Village of Kenesaw
  402.752.3222
  jedmondson@kenesaw.org

RESOLUTION NO. 2026-5.2

A RESOLUTION APPROVING THE APPOINTMENT OF A STREET SUPERINTENDENT FOR THE CITY OF BENNET.

WHEREAS, the City of Bennet is desirous of appointing a Street Superintendent for the purpose of fulfilling the requirements of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515, to assure the City meets the requirements to qualify for annual Incentive Payments,

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

That Jeff Palik, Street Superintendent License Number S-1269, Class A, and Engineering License E-10492, is hereby appointed as Street Superintendent for the City of Bennet, beginning the 11th day of May 2026 through the 31st day of December 2026.

PASSED AND APPROVED THIS 10th day of November 2025.

ATTEST:

Sue Biltoft, City Clerk
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

(SEAL)

REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

1. Agreement to Replat

a. Preparation of Replat. The Parties hereby consent to the preparation of a Replat affecting the Property for the purpose of reconciling and adjusting lot lines and public right-of-way boundaries as contemplated herein. The Replat shall be prepared by a licensed land surveyor in the State of Nebraska designated by the City of Bennet (the "Surveyor").

b. Content of Replat. The Replat shall depict the adjusted lot boundaries, any vacation or dedication of right-of-way and adjoining parcels in accordance with this Agreement and applicable Nebraska law. A preliminary sketch is attached hereto as Exhibit C for illustrative purposes only. Exhibit C is non-binding and subject to change, and the final Replat may differ in location, dimensions, configuration, or other material particulars without invalidating this Agreement. The Parties acknowledge that they are not relying on Exhibit C in entering into this Agreement, and that only the final approved and recorded Replat shall control.

c. Costs. The cost of preparation of the Replat, including surveying and drafting expenses, shall be shared equally by the Parties. Each Party shall bear its own legal and administrative costs unless otherwise stated herein or agreed in writing.

d. Cooperation and Non-Objection. Each Party agrees to cooperate in good faith in the preparation, submission, and approval of the Replat and shall execute such documents as are reasonably necessary to effectuate the Replat. Subject to the Replat being consistent with the terms of this Agreement, each Party agrees that it will not object to or oppose the approval or recording of the Replat.

e. Execution and Authorization. Each Owner agrees to execute the final Replat and any related certificates, consents, or acknowledgements required for approval and recording within ten (10) days after presentation by the City, provided the Replat is consistent with this Agreement. Failure to timely execute such documents shall constitute a material breach of this Agreement. Owners further acknowledge that the City may submit the Replat for review and approval by the Planning Commission and City Council in its governmental capacity without further consent of the Owners.

2. Potential Vacation of Existing Right-of-Way

a. Discretion Reserved. In connection with the Replat, the City may consider the vacation of all or a portion of the Platted Right-of-Way. The Parties acknowledge and agree that any such vacation shall be subject to the City's sole discretion, does not result in any special damages, and shall require adoption of an ordinance in accordance with Nebraska law.

b. No Obligation to Vacate; No Claim for Failure to Vacate. Nothing in this Agreement shall be construed to require the City to vacate any portion of the Platted Right-of-Way. The City expressly reserves the right to retain all or any portion of the Platted Right-of-Way as presently platted. The Owners acknowledge

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

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

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

a. Discretion Reserved. In connection with the Replat, the City may determine, in its sole discretion, to dedicate, confirm, relocate, or otherwise establish public right-of-way affecting the Property (the "Adjusted Right-of-Way"). Nothing in this Agreement shall be construed to obligate the City to dedicate or convey any additional right-of-way beyond that which the City determines to be appropriate.

b. Acceptance by Owners. To the extent the Replat or any separate instrument approved by the City establishes or confirms any Adjusted Right-of-Way, the Owners agree that such right-of-way shall constitute the full and complete public right-of-way affecting the Property as of the date of recording, and the Owners shall not assert any claim to additional right-of-way or compensation except as expressly provided in a separate written instrument executed by the City.

c. Separate Instruments. Any dedication, conveyance, or confirmation of right-of-way shall be accomplished through the Replat and/or such additional documents as the City may require. In the event of any conflict between this Agreement and a recorded dedication instrument, the recorded instrument shall control as to the property interest conveyed.

4. Street Configuration; Future Improvements

a. City Authority. The Parties acknowledge that the design, configuration, alignment, width, grade, surfacing, and improvement of any public street or right-of-way affecting the Property are matters within the City's sole governmental authority and discretion. Nothing in this Agreement shall be construed to require the City to maintain the existing configuration of the street or to construct, widen, narrow, pave, repave, stripe, or otherwise improve any portion of the street. The City may consider future public needs, including access to municipal facilities, in determining any such configuration or improvements**.**

b. No Commitment to Improvements. The execution of this Agreement and approval of the Replat do not constitute a commitment by the City to undertake any present or future street improvements, including, without limitation, the installation of on-street parking, curbing, drainage improvements, sidewalks, lighting, or related infrastructure.

c. No Reliance; No Vested Rights. The Owners acknowledge that they have not relied upon any representation or promise by the City regarding the current or future

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

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

5. Voluntary Agreement; No Compensation

a. Voluntary Agreement. Each Owner acknowledges and agrees that its execution of this Agreement is voluntary and made with full knowledge of its legal effect. Each Owner further acknowledges that it has had the opportunity to consult with legal counsel of its choosing regarding this Agreement and the Replat.

b. No Compensation for Right-of-Way Adjustments. Except as may be expressly set forth in a separate written instrument executed by the City, the Owners agree that no monetary compensation shall be due or payable by the City in connection with (i) the Replat, (ii) any vacation, confirmation, relocation, or dedication of right-of-way affecting the Property, or (iii) any adjustment of lot boundaries depicted on the Replat.

c. Waiver of Claims. To the fullest extent permitted by law, each Owner waives and releases any claim against the City for compensation, damages, inverse condemnation, or taking arising out of or relating to the approval and recording of the Replat or any right-of-way configuration established in connection therewith. The Owners acknowledge and agree that any conveyance, dedication, or boundary adjustment contemplated herein is made voluntarily and in furtherance of the public interest. Each Owner acknowledges that the configuration of public right-of-way affecting the Property has been subject to historical uncertainty or misalignment, and this Agreement is intended to resolve such matters without litigation.

d. Public Benefit. The Parties acknowledge that the matters contemplated by this Agreement are intended to clarify public right-of-way boundaries and promote orderly municipal planning and access to public facilities, and that such purposes constitute valid public objectives.

6. Conditions Precedent; Governmental Approvals

a. Binding Effect; No Immediate Conveyance. This Agreement shall be binding upon the Parties upon execution; provided, however, that no vacation, dedication, conveyance, boundary adjustment, or alteration of any property interest shall occur unless and until the City has taken all required governmental action and the Replat and any associated instruments have been approved and recorded as required by law.

b. Legislative and Governmental Discretion Reserved. The Parties acknowledge that approval of the Replat, adoption of any vacation ordinance, establishment of any right-of-way, approval of any related document are legislative and governmental

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

c. Conditions to Implementation. Implementation of the matters contemplated by this Agreement shall be subject to:

   i. Approval of the Replat in accordance with applicable subdivision regulations and Neb. Rev. Stat. § 19-916 et seq.;
   ii. Adoption of any required ordinance(s) under Neb. Rev. Stat. § 17-558 or other applicable statutes, if vacation is pursued;
   iii. Completion of any utility coordination, easement reservations, or engineering review the City determines necessary;
   iv. Receipt of fully executed, recordable documents required by the City; and
   v. Recording of the Replat and any associated instruments with the Register of Deeds.

d. City Right to Terminate. The City may terminate this Agreement at any time prior to recording of the Replat upon written notice to the Owner if the City determines, in its sole discretion, that proceeding is not in the public interest or that the Replat should not be approved in its proposed form. Upon such termination, neither Party shall have any claim against the City arising from the City's decision not to proceed, except as expressly provided elsewhere in this Agreement.

e. No Specific Performance Against the City. The Owners acknowledge that the City shall not be subject to specific performance or damages for declining to approve the Replat or take any legislative or governmental action contemplated herein.

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

a. Authority. Each Owner is duly organized, validly existing, and in good standing under the laws of the State of Nebraska (or, in the case of a political subdivision, lawfully created and existing under Nebraska law), and has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary actions of such Owner.

b. Binding Obligation. This Agreement constitutes a valid and binding obligation of such Owner, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and equitable principles.

c. No Conflict. The execution and performance of this Agreement does not violate any organizational document, resolution, agreement, or court order applicable to such Owner and do not require the consent of any third party, except as otherwise disclosed in writing to the City.

d. No Known Impediments. To such Owner's knowledge, the Property is not subject to any pending litigation, condemnation proceeding, or governmental enforcement

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

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

8. **Limited Indemnification**
   a. Owner Indemnity. To the extent permitted by law, each Owner shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any third-party claim, demand, liability, loss, or expense (including reasonable attorney's fees) arising out of or related to any structure, improvement, or other condition placed or maintained by such Owner on the Property prior to the recording of the Replat that encroaches upon the Platted Right-of-Way.

   b. Exclusions. This indemnification shall not apply to the extent a claim arises from the negligent or wrongful act or omission of the City. Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to the City under applicable law, nor shall this Agreement be construed to expand the City's liability beyond that permitted by law.

   c. Scope, Survival. This Section is intended solely to allocate responsibility for historic encroachments and shall not be construed as creating any broader indemnity obligation. The obligations set forth in this Section shall survive recording of the Replat.

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

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

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

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

[Signature Page to Follow]

SIGNATURE PAGE 1 of 5
REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND MEMORANDUM

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Memorandum of Agreement attached hereto as Exhibit B as of the Effective Date first written herein.

JVRBuck, LLC

By:_____

Name:_____

Title_____

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026 by _____, as _____ JVRBuck LLC, a Nebraska limited liability company, on behalf of such company.

_____
Notary Public

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

Lems Properties, LLC

Lems Properties, LLC, a Nebraska Limited Liability Company

By:_____

Name:_____

Title_____

State of _____)
) ss.
County of _____)

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

_____
Notary Public

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

Cheney Welding, Inc.

Cheney Welding, Inc., a Nebraska Corporation

By:_____

Name:_____

Title_____

State of _____)
) ss.
County of _____)

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

_____
Notary Public

SIGNATURE PAGE 4 of 5
REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND MEMORANDUM

Bennet Rural Fire Protection District

Bennet Rural Fire Protection District, a political subdivision of the State of Nebraska

By:_____

Name:_____

Title_____

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026 by _____, as _____ Bennet Rural Fire Protection District, a Nebraska political subdivision, on behalf of said district.

_____
Notary Public

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

City of Bennet, Nebraska

City of Bennet, Nebraska, a municipal corporation

By:_____

Name:_____

Title_____

Attest:

Name:_____

Title:_____

EXHIBIT A

Owners and Property Descriptions

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

Parcel 1 Legal Description:

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

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

Parcel 2 Legal Description:

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

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

Parcel 3 Legal Description:

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

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

Parcel 4 Legal Description:

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

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

Parcel 5 Legal Description:

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

EXHIBIT B
Memorandum of Agreement

REGARDING REPLAT AND RIGHT-OF-WAY ADJUSTMENT

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

1. **Reference to Agreement**. The City and the Owners have entered into that certain Replat, Realignment, and Right-of-Way Agreement dated as of __, 2026 (the "Agreement"), which affects the real property described on Exhibit A attached hereto and incorporated herein (the "Property").

2. **Purpose**. The Agreement provides for the preparation, review, and potential approval and recording of a replat affecting the Property and for possible adjustment, confirmation, vacation, or dedication of public right-of-way, all subject to applicable Nebraska law and the discretionary governmental approval of the City.

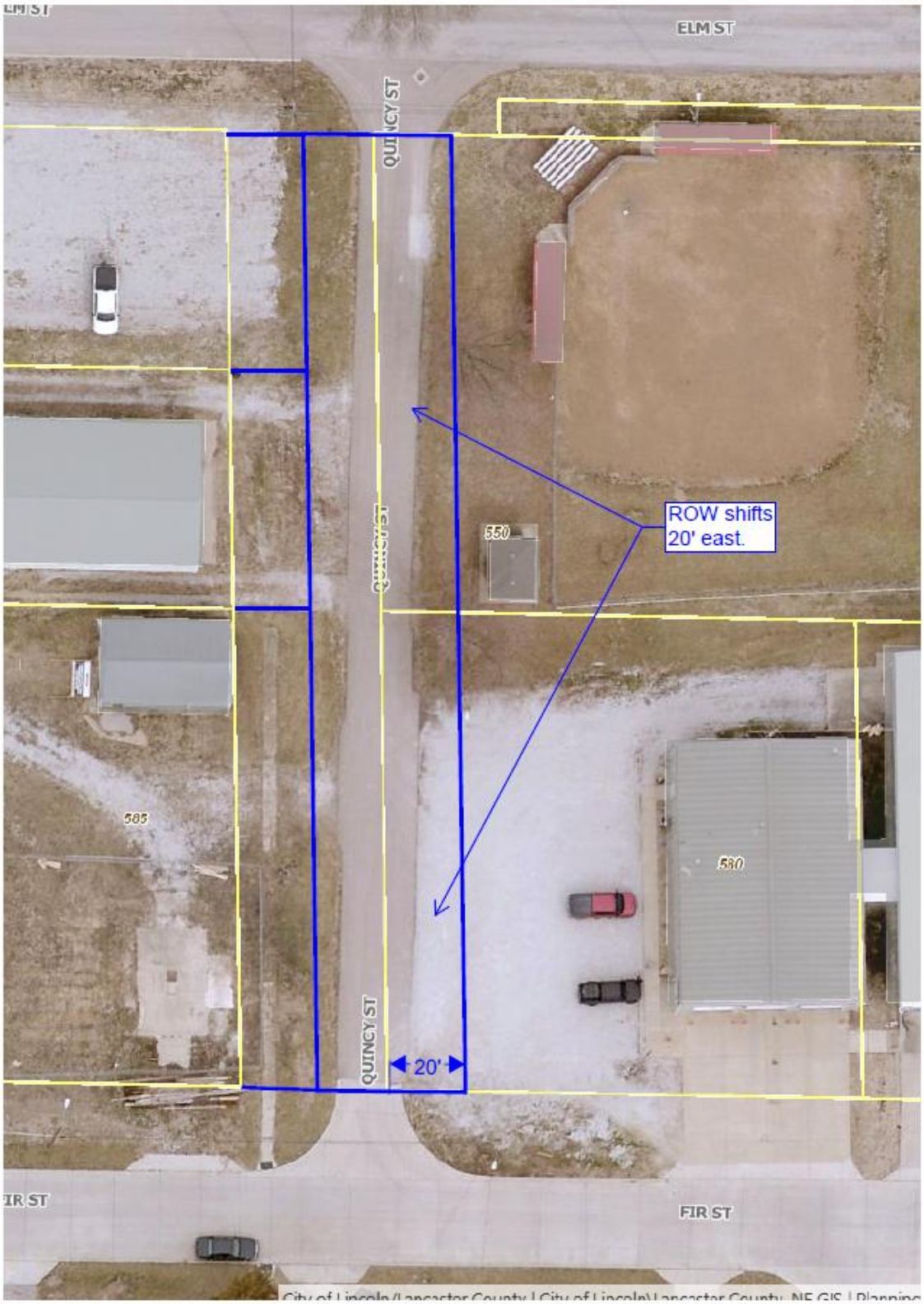
3. **No Immediate Conveyance**. This Memorandum is intended solely to provide notice of the existence of the Agreement. Nothing contained herein shall, by itself, effectuate any conveyance, dedication, vacation, or alteration of property interests unless and until accomplished by separate recorded instrument or approved and recorded replat as required by law.

4. **Binding Effect**. This Agreement, and this Memorandum as notice thereof, run with the land and are binding upon the Property and the respective successors and assigns of the Owners in accordance with the terms of the Agreement.

5. **Conflicts**. In the event of any conflict between this Memorandum and the Agreement, the terms of the Agreement shall control.

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

EXHIBIT C
Preliminary Replat Map



BENNET SPLASH PAD:
Monday-Wednesday-Friday 4:00PM—8:00PM
Tuesday & Thursday 10:00AM—2:00 PM
Saturday & Sunday 11:00AM—6:00PM

CITY OF BENNET, NEBRASKA

PERSONNEL POLICIES AND PROCEDURES

Dated: _____

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

I.
INTRODUCTION

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

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

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

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

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

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

II.
EMPLOYEE CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

IV.
PROBATIONARY PERIOD

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

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

V.
HOURS OF WORK

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

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

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

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

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

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

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

VI.
TRAVEL EXPENSE

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

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

Reimbursements will not be made for:

1. Alcoholic beverages
2. Personal excursions

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

VII.
CITY VEHICLES

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

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

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

VIII.
LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

New Year's Day
Martin Luther King Jr. Day

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

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

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

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

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

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

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

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

Employees leaving City employment for reasons other than retirement may elect to have 50% any remaining sick leave rolled over into a Post Employment Health Plan (PEHP).

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

F. Family and Medical Leave. The City provides leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Generally, the FMLA provides up to twelve (12) weeks

unpaid leave (every twelve (12) months) to an employee with at least twelve (12) months of service and at least 1,250 hours of service working during the previous twelve (12) months.

(1) Such leave can be taken for:

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

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

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

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

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

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

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

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

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

IX.
INSURANCE

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

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

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

X.
SIMPLE IRA

All Salaried and Permanent City employees are entitled to enrollment in the City's retirement plan after an employee has successfully completed their probationary period. A matching contribution

will be allocated by the City to the SIMPLE IRA established by the City in an amount equal to an elective deferral by the employee, not to exceed 3% of the employee's gross pay.

XI.
PAY INCREASES

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

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

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

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

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

XII.
HARASSMENT

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

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

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

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

B. Reporting an incident:

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

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

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

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

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

XIII.
REPORTING OF ACCIDENTS AND INJURIES

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

XIV.
ALCOHOL AND DRUGS

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

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

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

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

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

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

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

E. Drug Testing:

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Types of Tests:

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

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

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

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

XV.
EMPLOYEE DRESS

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

XVI.
DISCIPLINARY PROCEDURE

A. Grievances

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

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

B. Disciplinary Action

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

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

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

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

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

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

Guidelines for Disciplinary Action

Verbal Reprimand

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

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

Written Reprimand

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

Suspension

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

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

Termination

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

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

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

Resignation

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

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

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

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

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

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

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

Date:_____

Employee Signature:_____

Employee Name (Printed):_____

City Clerk Signature:_____

RESOLUTION NO. 2026-5.3

A RESOLUTION ADOPTING THE CITY OF BENNET, LANCASTER COUNTY, NEBRASKA REVISED EMPLOYEE HANDBOOK WITH EFFECTIVE DATE OF_____.

WHEREAS, the City of Bennet Mayor and City Council adopt and fully approve the City of Bennet Employee Handbook: This revised document includes section coverage of Employee Classifications, Employment Policies, Compensation Policies, Benefits, General Information, Disciplinary Procedure, Alcohol and Drug Policies, and Rules & Operating Procedures.

NOW, THEREFORE, LET IT BE RESOLVED by the City of Bennet Mayor and City Council the approval and adoption of the attached City of Bennet Employee Handbook dated_____.

PASSED AND APPROVED THIS __ DAY OF _____, 2026.

CITY OF BENNET

_____
Ryan Cheney, Mayor

ATTEST:

_____
Sue Biltoft, City Clerk

Opinion of Probable Cost

Bennet Connector Trail & Street Improvements

5/7/2026

Item #	Item	Total	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	$31,000.00	$31,000.00
2	Temporary Traffic Control	1	LS	$9,500.00	$9,500.00
3	Clearing & Grubbing/Removals	1	LS	$62,500.00	$62,500.00
4	25' Concrete Pavement	11,890	SY	$125.00	$1,486,250.00
5	10' Concrete Trail	6,360	SY	$110.00	$699,600.00
6	2' Combination Curb & Gutter	940	LF	$80.00	$75,200.00
7	Accessible Curb Ramp	20	EA	$1,250.00	$25,000.00
8	Street Striping & Signage	1	LS	$10,500.00	$10,500.00
9	Concrete Box Culvert Extension	2	EA	$125,000.00	$250,000.00
10	Curb Inlet	20	EA	$11,000.00	$220,000.00
11	18" RCP Storm Sewer	290	LF	$75.00	$21,750.00
12	24" RCP Storm Sewer	1,580	LF	$100.00	$158,000.00
13	36" RCP Storm Sewer	910	LF	$150.00	$136,500.00
14	18" CMP Driveway Culverts	5	EA	$3,000.00	$15,000.00
15	RC Flared End Sections	5	EA	$3,200.00	$16,000.00
16	Type B Riprap	1	LS	$30,000.00	$30,000.00
17	2' Deep Ditch Section	850	LF	$75.00	$63,750.00
18	Relocate Telephone Pole	4	EA	$18,000.00	$72,000.00
19	SWPPP/Erosion Control	1	LS	$40,000.00	$40,000.00
20	Seeding/Restoration	1	LS	$40,000.00	$40,000.00
				Construction Subtotal:	**$3,462,550.00**
				Contingency (25%):	**$865,637.50**
				Design & Construction Engineering (25%):	**$865,637.50**
				Legal & Administrative (1%):	**$34,625.50**
				Easement Acquisition:	**$15,000.00**
				Project Total:	**$5,243,450.50**

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

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Secretary:

The Nebraska Department of Transportation (NDOT) acknowledges and supports the City of Bennet's application to the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant program for the project titled "Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43."

This project represents an important investment in improving roadway safety and multimodal connectivity within the Bennet community. The City proposes full-depth paving of Cottonwood Street east of Tyler Street and Tyler Street north of Cottonwood, along with the development of a continuous 10-foot shared-use path along these corridors. The project also extends west along Cottonwood to Van Buren, south to Dogwood, and west toward the Highway 43 intersection, creating a more complete and connected network for non-motorized users.

Cottonwood and Tyler Streets serve as key local access routes that connect residents to Highway 43, a state-owned facility that accommodates both regional and local traffic. Enhancing these connections through improved roadway conditions and dedicated pedestrian and bicycle infrastructure has the potential to significantly reduce conflicts between roadway users and improve overall safety outcomes.

NDOT recognizes the importance of addressing safety for all users, particularly in rural communities where gaps in infrastructure can increase risk. This project addresses the final unpaved streets within Bennet and introduces critical pedestrian and bicycle facilities where none currently exist. These improvements are consistent with broader safety objectives aimed at reducing crash risk, improving accessibility, and supporting safer travel along corridors that connect to the state highway system.

NDOT further acknowledges that this project advances priorities identified in the Bennet Safety Action Plan, including projects identified within the 1-3 year implementation window, and contributes to the City's ongoing efforts to expand its shared-use path network. By proactively improving roadway design and user separation, the project supports the Safe System goal of preventing fatal and serious injury crashes before they occur.

NDOT is committed to coordinating with the City of Bennet, as appropriate, on elements of the project that may involve or interface with state-owned facilities, including Highway 43. Any work within state right-of-way will be subject to applicable review, permitting, and design requirements.

We appreciate the City's proactive approach to improving safety and support their efforts to secure funding for this project.

Sincerely,

(Name)
(Title)
Nebraska Department of Transportation

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Secretary:

On behalf of the residents of City of Bennet, Nebraska, we are writing to express our strong support for the City of Bennet's application to the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant for the project titled "Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43."

As residents who live and travel within this area on a daily basis, we have firsthand experience with the challenges associated with unimproved roadway conditions and the lack of dedicated pedestrian and bicycle infrastructure along Cottonwood and Tyler Streets. These streets are currently the final unpaved segments in Bennet, and their condition makes it difficult and sometimes unsafe for residents, including children, families, and older adults, to walk, bike, or access nearby destinations.

The proposed project will provide full-depth paving of Cottonwood Street east of Tyler Street and Tyler Street north of Cottonwood, along with a continuous 10-foot shared-use path. The project also extends west along Cottonwood to Van Buren, south to Dogwood, and toward the Highway 43 and Dogwood intersection, creating a more complete and connected network for community members.

These improvements will significantly enhance safety by providing a dedicated and clearly defined space for pedestrians and bicyclists, reducing conflicts with vehicle traffic, and improving overall accessibility. As residents, we believe this project will make a meaningful difference in our daily lives by improving mobility, connectivity, and overall quality of life within the community.

We also recognize that this project implements priority improvements identified within the 1-3 year window of the Bennet Safety Action Plan and contributes to the City's broader Shared Use Paths initiative. By addressing these infrastructure gaps, the project supports a proactive approach to safety and aligns with the goal of preventing serious injuries and fatalities before they occur.

We strongly support the City of Bennet's efforts to secure funding for this important project and respectfully encourage favorable consideration of this application.

Sincerely,

(Name)
President
XXX Homeowner's Association

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Secretary:

As a representative of the State of Nebraska, I am writing to express my strong support for the City of Bennet's application to the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant for the project titled "Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43."

Investments in roadway safety are essential to protecting communities, particularly in smaller and rural areas where infrastructure gaps can create increased risks for residents. The proposed project represents a proactive and strategic effort to improve safety, accessibility, and connectivity for all users.

The City proposes full-depth paving of Cottonwood Street east of Tyler Street and Tyler Street north of Cottonwood, along with the development of a continuous 10-foot shared-use path along these corridors. The project also extends west along Cottonwood to Van Buren, south to Dogwood, and toward the Highway 43 and Dogwood intersection, creating a more complete and connected network for pedestrians and bicyclists.

Cottonwood and Tyler Streets are currently the final unpaved streets in Bennet and lack dedicated pedestrian and bicycle infrastructure. These conditions present safety challenges, particularly for families, children, and older adults who rely on these routes for daily travel and access to key destinations. As important local corridors connect residents to Highway 43, a key regional route, improving these streets is critical to reducing risk and enhancing mobility.

The proposed improvements will enhance safety by reducing conflicts between vehicles and non-motorized users, improving visibility, and providing a reliable and accessible route for pedestrians and bicyclists. This project implements priority projects identified within the 1-3 year window of the Bennet Safety Action Plan and contributes to the City's ongoing Shared Use Paths initiative. By addressing existing infrastructure gaps, the project advances the Safe System goal of preventing fatal and serious injury crashes before they occur.

I commend the City of Bennet for its proactive approach to improving roadway safety and strongly support this application. Projects such as this are critical to ensuring that communities remain safe, connected, and well-prepared for future growth.

Thank you for your consideration.

Sincerely,

OVERALL SITE PLAN

CONNECTOR TRAIL & STREET IMPROVEMENTS
CITY OF BENNET

BENNET, NE

2026

SHEET
1 of 1

drawn by: BTS
designed by: BTS
project no.: 024-00705
date: 05.30.2026

LEGEND

- (A) CONSTRUCT 25' CONCRETE PAVEMENT W/ CURB & GUTTER.
- (B) CONSTRUCT 10' WIDE CONCRETE SHARED USE TRAIL.
- (C) CONSTRUCT STREET CROSSING W/ ACCESSIBLE CURB RAMPS.
- (D) CONSTRUCT CONCRETE CURB & GUTTER.
- (E) EXTEND CONCRETE BOX CULVERT.
- (F) CONSTRUCT CURB INLET & STORM SEWER.
- (G) CONSTRUCT DITCH SECTION & CULVERTS.
- (H) RELOCATE POWER POLE TO RIGHT-OF-WAY LINE.
- (I) BEND TRAIL AROUND ELECTRICAL AND GAS EQUIPMENT.

SCALE IN FEET
0' 50' 100' 200'

COTTONWOOD ST
HACKBERRY ST
EVERGREEN RD
COTTONWOOD STREET IMPROVEMENTS
CONNECTOR TRAIL
TYLER STREET IMPROVEMENTS
TYLER ST
PRAIRIE CLOVER LN
SWITCHGRASS LN
BARBARA LN
ALBERT LN
CONNECTOR TRAIL
FUTURE CONNECTION TO CITY PARK
CITY PARK
VAN BUREN ST
CONNECTOR TRAIL
DOGWOOD ST
JACKSON ST
ELM ST
FUTURE ON-STREET TRAIL CONNECTION TO SCHOOL
FUTURE NDOT HWY 43 PEDESTRIAN CROSSING
HWY 43 / MONROE STREET

olsson.
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
olsson.com
TEL 402.474.6311
FAX 402.474.5063
Olsson - Engineering
Nebraska COA #CA-0638

REVISIONS			
REV. NO.	DESCRIPTION	DATE	BY

F:\2024\00501-01000\024-00705\40-Design\Exhibits\26-04-30_Bennet Cottonwood & Tyler Street Improvements Exhibit.dwg
DATE: May 01, 2026 10:43am USER: bschuele

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Secretary:

On behalf of the Bennet Elementary School, I am writing to express our strong support for the City of Bennet's application to the Safe Streets and Roads for All (SS4A) Implementation Grant for the project titled "Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43."

Student safety remains our highest priority. Over the years, we have observed ongoing concerns related to safe pedestrian access, roadway conditions, and crossings, particularly for students traveling from different areas of the community. As both an educator and a member of this community, I am consistently concerned about ensuring that our students can travel to and from school safely each day.

Currently, the city lacks continuous and reliable pedestrian infrastructure in key areas. In particular, Highway 43 serves as a major dividing corridor through the community, and many families must navigate this high-traffic route as part of their daily travel. Additionally, Cottonwood and Tyler Streets, currently the final unpaved streets in Bennet lack dedicated pedestrian and bicycle facilities, creating significant barriers to safe and independent travel for students.

The proposed project will address these challenges through full-depth paving of Cottonwood Street east of Tyler Street and Tyler Street north of Cottonwood, along with the development of a continuous 10-foot shared-use path along these corridors. The project also extends west along Cottonwood to Van Buren, south to Dogwood, and toward the Highway 43 and Dogwood intersection, creating a more complete and connected network for non-motorized users.

These improvements will significantly enhance safety by providing a reliable, clearly defined space for walking and biking, reducing exposure to unsafe traffic conditions, and improving visibility along key travel routes used by students and families. This project will support safer daily travel and promote greater independence for students accessing school and other community destinations.

This initiative also aligns with broader goals of promoting student well-being, accessibility, and active transportation where feasible. As our school continues to grow and serve more families, investments in safe and connected infrastructure are essential.

The Bennet Elementary School fully supports this project and is committed to collaborating with the City of Bennet to ensure its success. We would welcome opportunities to participate in outreach efforts and provide input as the project moves forward Thank you for your leadership in advancing this important initiative.

Sincerely,

Jared Haag
Principal
Bennet Elementary School

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Secretary:

On behalf of Bennet Fire & Rescue, I am writing to express our strong support for the City of Bennet's application to the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant for the project titled "Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43."

As first responders serving the Bennet community, we are directly involved in responding to roadway incidents and understand the critical importance of safe roadway design in preventing injuries and saving lives. Corridors such as Cottonwood and Tyler Streets, along with their connection to Highway 43, currently present challenges due to unimproved or unpaved roadway conditions, limited pedestrian space, and interactions between vehicles and non-motorized users.

Even a single serious crash can have lasting impacts on individuals, families, and emergency response resources. In rural communities like Bennet, roadway conditions and accessibility are especially important, as they directly influence both the likelihood of incidents and the efficiency of emergency response.

The proposed project will address these concerns through full-depth paving of Cottonwood and Tyler Streets and the construction of a continuous 10-foot shared-use path, improving both safety and accessibility. These enhancements will reduce conflicts between vehicles, pedestrians, and bicyclists, improve visibility, and create a safer environment for all users, including children, families, and older adults.

From an emergency response perspective, improved roadway conditions and clearer separation of travel modes will enhance our ability to respond quickly and safely to incidents. Better access and more predictable roadway environments contribute directly to improved response times and overall public safety outcomes.

Bennet Fire & Rescue strongly supports this project as a proactive investment in community safety and well-being. We appreciate the City's leadership in advancing these improvements and respectfully encourage favorable consideration of this application.

Sincerely,

Luke Baldwin
Chief
Bennet Fire & Rescue

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Secretary:

On behalf of Bennet Community Church, located near Highway 43 in the City of Bennet, Nebraska, I am writing to express our strong support for the City of Bennet's application to the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant for the project titled "Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43."

As a community institution situated along a key corridor in Bennet, we regularly observe traffic conditions and the challenges faced by residents navigating this area. Highway 43 and its connecting streets, including Cottonwood and Tyler Streets serve as important access routes for many community members, including families, children, and older adults traveling to local destinations, services, and community spaces.

Currently, these corridors include unimproved or unpaved street segments and lack dedicated pedestrian and bicycle infrastructure, making it difficult for individuals to safely walk or bike. We have observed that residents often must share space with vehicle traffic, which creates safety concerns, particularly given the speed and volume of traffic along Highway 43 and its connecting routes.

The proposed project will address these concerns by providing full-depth paving of Cottonwood and Tyler Streets along with a continuous 10-foot shared-use path, extending connectivity toward key areas including Van Buren, Dogwood, and the Highway 43 intersection. These improvements will provide a safe, clearly defined space for pedestrians and bicyclists, reduce conflicts with vehicles, and significantly improve access and mobility for community members.

This project represents an important step toward creating a safer, more connected, and more inclusive transportation system in Bennet. As a church that serves individuals and families across the community, we strongly support investments that improve safety, accessibility, and overall quality of life.

We respectfully support the City of Bennet's application and encourage favorable consideration of this important project.

Sincerely,

Rev. Darin Corder
Bennet Community Church

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Financial Commitment and Support for SS4A Implementation Grant Application
Project: Cottonwood & Tyler Streets Paving with Shared-Use Path

Dear Mr. Secretary:

The City of Bennet, Nebraska, is pleased to submit this letter in support of its application to the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant program for the project titled “Cottonwood & Tyler Streets Paving with 10-foot Shared-Use Path to Highway 43.”

This project represents a critical investment in improving roadway safety, accessibility, and connectivity within our community. The City proposes full-depth paving of Cottonwood Street east of Tyler Street and Tyler Street north of Cottonwood, along with the construction of a continuous 10-foot shared-use path along both corridors. The project also extends west along Cottonwood to Van Buren, south to Dogwood, and toward the Highway 43 and Dogwood intersection, creating a more complete and connected multimodal network.

Cottonwood and Tyler Streets are currently the final unpaved streets within Bennet and lack dedicated pedestrian or bicycle facilities. These conditions present safety challenges, including conflicts between vehicles and non-motorized users, limited accessibility, and constrained connectivity to Highway 43, a key regional corridor. The proposed improvements will provide a safe, clearly defined space for pedestrians and bicyclists, reduce exposure to unsafe roadway conditions, and significantly improve access for residents.

This project implements two priority projects identified within the 1-3 year implementation window of the Bennet Safety Action Plan and contributes to the City’s ongoing Shared Use Paths initiative. By addressing existing infrastructure gaps and improving roadway design, the project advances the City’s commitment to the Safe System Approach, proactively working to prevent fatal and serious injury crashes before they occur.

The City of Bennet is fully committed to the successful implementation of this project. If awarded funding, the City will provide the required non-Federal match (minimum 20%) through a combination of local funding sources and other eligible contributions. The City is prepared to advance the project in coordination with relevant partners and in compliance with all federal requirements.

We strongly support this application and respectfully request favorable consideration for funding.

Sincerely,

Ryan Cheney
Mayor
City of Bennet, Nebraska

RESOLUTION 2026 - __

WATER/SEWER LIEN

WHEREAS, THERE IS A WATER BILL PAST DUE MORE THAN SIXTY (60) DAYS, FOR THE CITY OF BENNET MUNICIPAL OFFICE,

WHEREAS, MUNICIPAL CODE 50.05 STATED THAT EACH MONTH SAID PAST DUE WATER BILL SHALL BE ASSESSED AGAINST THE PROPERTY,

WHEREAS, MUNICIPAL CODE 50.05 STATED THAT EACH MONTH SAID PAST DUE SEWER BILL SHALL BE ASSESSED AGAINST THE PROPERTY,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL FOR THE CITY OF BENNET, NEBRASKA THAT THE FOLLOWING PAST DUE WATER AND SEWER BILLS AND THE FILING AND RELEASE FEES BE ASSESSED AGAINST THE PROPERTY AND COLLECTED BY THE LANCASTER COUNTY TREASURER'S OFFICE:

LEGAL:	Lots 4, 5, and 6, Block 43, Original Town of Bennet, Lancaster County, Nebraska
PROPERTY ADDRESS:	560 Garden Street
TOTAL AMOUNT:	$144.17

DATE: _____

_____

RYAN CHENEY, MAYOR

_____

SUE BILTOFT, CITY CLERK-TREASURER

Overtime Worked
04-01-2026 to 04-30-2026

Deputy	Start - End	# Hours	Date	OT Type
22139 BRYANT, CHAD	1100 - 1500	4.00	04-25-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1215 - 1615	4.00	04-27-2026	SUPL CONTRACT-BENNET
22139 BRYANT, CHAD	1845 - 2045	2.00	04-30-2026	SUPL CONTRACT-BENNET
		10.00		
22141 HANSEN, MICHAEL	0700 - 0930	2.50	04-06-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0730 - 1000	2.50	04-17-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0815 - 1045	2.50	04-23-2026	SUPL CONTRACT-BENNET
22141 HANSEN, MICHAEL	0745 - 1015	2.50	04-30-2026	SUPL CONTRACT-BENNET
		10.00		

Total: 20.00

90259

5/6/26

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 04-27-2026
Start of Shift: 1215 End of Shift: 1615

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
1215	SEL	Bennet	Town Patrol - presence
1300	SEL	Monroe / Birch	Traffic - 1 speeding warning
1400	SEL	Garden/Hackberry	Neighborhood patrol
1500	SEL	Cottonwood/Jefferson	Monitor school traffic
1530	SEL	Church Parking Lot	School Bus Activity
1615	O		End

# of Citations Issued:	Warning / Defect Citations Issued: 1
Total hours worked this date: 4	Vehicle number: 0935 **Total** mileage for this shift: 21

Deputy Reporting Bryant #902139 **Supervisor Approving** [signature]

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 04-25-2026
Start of Shift: 1100 End of Shift: 1500

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	Bennet	Town Patrol - presence
1200	SEL	Elementary School	Patrol / Presence for kids at playground
1230	SEL	Monroe/Fir	Traffic
1330	SEL	City Park	Presence - large family gathering
1400	SEL	Monroe Apple	Traffic
1500	O		End

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 4	Vehicle number: 0935 **Total** mileage for this shift: 18

Deputy Reporting Bryant #902139 **Supervisor Approving** [signature]

Lancaster County Sheriff's Office

Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 04-30-2026
Start of Shift: 1845 End of Shift: 2045

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
1900	SEL	Bennet Ball Field	Presence for baseball
1930	SEL	Monroe / Cottonwood	Traffic
2000	SEL	Bennet	Town Patrol
2030	SEL	Monroe / Apple	Traffic

# of Citations Issued:	Warning / Defect Citations Issued:
Total hours worked this date: 2	Vehicle number: 0935 **Total** mileage for this shift: 9

Deputy Reporting Bryant 902139 **Supervisor Approving** 902159

Updated November 2, 2017

Lancaster County Sheriff's Office

Report of Contract Deputy Michael Hansen 902141
Activity for the Village / Town / City of Bennet
Date Worked 04-06-2026
Start of Shift: 0700 End of Shift: 0930

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

Time (s)	Type	Location	Remarks
0700			Start of shift Mileage 136348
0705	SEL	Monroe	Traffic
0830	SEL	Park	
0845	SEL	Downtown	
0850	BUS	Legion	
0855	SEL	Cemetary	
0900			End of Shift Mileage 136368

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

Total hours worked this date: 2.5 Vehicle number: 935

Total mileage for this shift: 20

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 04-17-2026
Start of Shift: 0730 End of Shift: 1000

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

Time (s)	Type	Location	Remarks
0730			Start of shift Mileage 44300
0735	SEL	Monroe	Traffic
0930	BUS	Downtown	
0935	SEL	Park	
0945	SEL	Legion	
0950	SEL	Cemetary	
1000			End of shift Mileage 44320

# 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

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 04-23-2026
Start of Shift: 0815 End of Shift: 1045

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

Time (s)	Type	Location	Remarks
0815			Start of shift Mileage 44429
0820	SEL	Monroe	Traffic
1015	BUS	Downtown	
1025	SEL	Park	
1030	SEL	Legion	
1040	SEL	Cemetary	
1045			End of shift Mileage 44450

# 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**

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 04-30-2026
Start of Shift: 0745 End of Shift: 1015

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

Time (s)	Type	Location	Remarks
0745			Start of shift Mileage 44541
0750	SEL	Monroe	Traffic
0950	BUS	Downtown	
1000	SEL	Park	
1005	SEL	Legion	
1010	SEL	Cemetary	
1015			End of shift Mileage 44560

# 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** 902159

City of Bennet Maintenance Report

May 11th, 2026

Water

- Performed our monthly water test at 280 Jefferson and 1255 Evergreen. Both Passed
- Pumped 2,792,000 million Gallons which is up 55,000 from last month. The daily maximum was 126,000 and the low was 67,000. The monthly Average was 93,000.
- We were able to get the new water meter installed at the water tower, I got the numbers from Lancaster rural water, and the readings were very close to what they were showing.
- I talked with Randy at Automatic systems and they plan on coming back next to get the flow reports sent through the Scada system so we can monitor daily flow.
- We had two new water and sewer connections at 1223 and 1000 evergreen, installed meter and radio on both
- Read all water meters in the city, had no shut offs
- So far we have had only 1 of the turkeys fall off the water tower. It has kept the turkey cultures from roosting up there so far this year.
- Locates have continued to come in as the weather has been nicer

Needs:

-

Wastewater Treatment Plant/ Sewer

- Treated 1.974 million Gallons which is down 24,000 from last month. Daily high of 78,000 and a low of 60,000, AVG Flow 66,000
- Took ammonia sample to Waverly and had it tested and the results were .55ppm which is under our limits
- Completed monthly effluent testing and delivered to the lab in Omaha, All samples came back well under limits specially ammonia which was .70 mg/L
- We have replaced the 4 airline repair clamps on the 6" main line and 1 on the 4". The rest of the clamps do not look to need to be replace at this time. We are planning to have Allen Septic out on Tuesday to finish pumping out the larger tank that is down and we will be finished and ready to start filling after I take samples for the month.
- We are still Under 50 Percent of the plant's max capacity of 150,000 gallons of daily flow.
- I looked into getting an ammonia analyzer. It will cost $980 to be able to test for ammonia periodically throughout the month to make sure we are below our limits and to make sure we are not over when we take our sample to the lab.

Needs:

- Plan to get back to sewer jetting later this week and get the sewer camera out next week.
- Start Filling North side of plant and start pumping out south side to see what parts are needed to be replaced.

Streets

- Painted 3 concrete speed bumps
- The plans came in today for the new maintenance building. Josh, Bryan and myself will the

Needs:

- Plan to pull out old street signposts out after sewer jetting and camera work is done.

General

- Continued with training Ricky. He has continued to show up and do the job that he has been asked to do with a good attitude.

Needs:

- Nothing new at this time

Dump

- Loaded metal into metal bins.
- Pushed up brush pile
- Burned brush pile
- Rented rock bucked to sort through ash pile to get it all burned
- Cleaned up trash around compactor.
- Had clean up day on April 25th and everything seemed to go just as planned. Went through 3 full roll offs and they were full around 11am, may need to look at possibly getting a 4th next year for trash. We also got 6 gaylords for electronic recycling and filled all 6.

Needs:

- Get a few loads of rock spread in the spring

Parks and Ballfields

City Park:

- Got parks all sprayed with 2-4D and tree limbs picked up.
- Ian has started to mow this month and is keeping things looking nice

Needs:

- Seed, fertilize, and possibly aerate in the fall

Whispering Pines:

- Put mulch down around trees and in flower areas

Needs:

- spray 24-D before weeds start growing again.

T-Ball Field:

- Got parks all sprayed with 2-4D and tree limbs picked up.

Needs:

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

South Ballfield:

- Got parks all sprayed with 2-4D and tree limbs picked up.
- Fixed fence around Ballfield with metal zip ties to keep the fence tied to the posts

Needs:

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

Zach Fergus

Utilities Superintendent

City of Bennet

5/11/2026