

City of Bennet
City Council
NOTICE OF MEETING
August 10, 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 July 13, 2026, City Council Regular Meeting Approval
 - 3.b. CLAIMS FOR PAYMENT
 - 3.c. TREASURER'S REPORT
 - 3.d. RESOLUTION 2026-8.1 Planning Commission Appointment of Burke Brown III
 - 3.e. RESOLUTION 2026-8.2 Municipal Annual Certification NE Board of Public Roads
 - 3.f. Municipal Annual Certification NE Board of Public Roads
4. PRESIDING OFFICER PUBLIC COMMENT ANNOUNCEMENT.
5. **UNFINISHED BUSINESS**
 - 5.a. RESOLUTION 2026-7.1 LARM Renewal
 - 5.b. Quincy Street Replat Agreement
 - 5.c. Discussion/Review E-Bikes, Scooters & Electric Motorcycles
 - 5.d. Discussion/Review Other Communities Golf Car, UTV & ATV Registration Requirements
6. NEW BUSINESS
7. **REPORTS: Written reports submitted in advance are available for review in the public copy of meeting material. Submitted reports include Utility Superintendent, Sheriff's Office, Engineer.**
 - * **Additions to submitted reports**
 - 7.a. LSO - June Hours
 - 7.b. August Engineering Report
 - 7.c. August Maintenance Report
8. COMMUNICATIONS
9. PUBLIC COMMENT
10. CLOSED SESSION
11. ADJOURNMENT

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

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**City of Bennet, Nebraska
City Council Regular Meeting
Minutes July 13, 2026**

The City Council ("Council") of the City of Bennet, Nebraska ("City"), convened for a regular business meeting on July 13, 2026 at 7:00 PM, at the Bennet City Hall, 685 Monroe, Bennet, NE 68317, the same being open to the public and preceded by advance publicized notice duly given in compliance with the Open Meetings Act, having set forth (a) the time, date, and place of the meeting, (b) that the meeting would be open to the public, and (c) that the agenda for the meeting, kept continuously current, was available for public inspection at the Office of the City Clerk, and posted at the City Office, Post Office, and First Nebraska Bank on July 10th, 2026.

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

CONSENT AGENDA:

- 3.a. Minutes of June 8, 2026, City Council Regular Meeting Approval
- 3.b. Amended minutes of May 11, 2026, City Council Regular Meeting Approval
- 3.c. Discuss/Approve Agreement with Mike Palm for iWorq Assistance
- 3.d. Discuss/Approve RESOLUTION 2026-7.1 Renewal of LARM
- 3.e. Approval of Conversion Quote for ClerkBooks Municipal Accounting program on CIP List
- 3.f. Claims for Payment
- 3.g. Treasurers Report

Item 3.d. was moved to New Business. Zieg moved and Simmons seconded a motion to approve Consent Agenda with remaining items as presented. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Mayor Cheney introduced the Building Permit application for storage units at 510 Monroe for discussion and approval with some explanations regarding the drawings rendered. Zieg moved and Simmons seconded a motion for approval of building plans subject to engineering stamped plans. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

Mayor Cheney re-introduced Item 3.d. RESOLUTION 2026-7.1 Renewal for LARM. After discussion, the item was tabled until City Clerk Biltoft can get some clarifications from the agent.

Mayor Cheney introduced for discussion the Bennet Square Sign painted on the building at 605 Monroe Street. Discussion was held as to the ordinance explanations regarding signs and permits and no changes need to be made at this time.

Next item for discussion/approval was the request from a representative for Penterman Farms, LLC to donate the remanent parcel of Bush Pines Outlot D. After discussion, the decision was to have Attorney Solheim send a letter for acceptance of the property abutting Whispering Pines Park only.

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

Mayor Cheney introduced the Nuisance Abatement 610 Cottonwood Street approved by the Health Board. After discussion and pictures presented of current progress, the Abatement was not advanced.

Mayor Cheney introduced the Nuisance Abatement 675 Fir Street approved by the Health Board. The notices have been sent to the landowner and are currently awaiting responses from the owner.

Mayor Cheney introduced for discussion the idea of creating an E-Bike Ordinance in cooperation with other communities in Lancaster County. The concept is that if communities passed the same Ordinance, law enforcement would be easier for the Lancaster County Sheriff's Office. This ordinance would involve regulations for electric bicycles, electric scooters and electric motorcycles, age groups and helmet requirements. City Attorney Solheim and his office will review the ordinance presented and make suggestions and recommendations to other city attorneys.

Mayor Cheney introduced the discussion of possible registration of Golf Cars, UTV's and ATV's. City Attorney Solheim's office will pull ordinances from other communities for future discussions.

Mayor Cheney introduced the street repairs on Madison, Dogwood, Jackson, Van Buren and the miscellaneous street and drainage improvements. Zieg moved and Schmidt seconded a motion to approve all repairs and improvements. Roll call vote: YES: Simmons, Zieg, Buck, Schmidt. Motion carried.

Deputy City Attorney Blaser offered to review the Zoning Ordinance regulations for any corrections or changes. The council requested he start with the signage and setbacks codes.

Zieg moved and Simmons seconded a motion to go into closed session at 8:34 PM upon the advice of the city attorney. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Zieg moved and Schmidt seconded a motion to return to open session at 8:53 PM. Roll call vote: YES: Buck, Schmidt, Simmons, Zieg. Motion carried.

Zieg moved and Simmons seconded a motion to adjourn at 8:54 PM. Roll call vote: YES: Schmidt, Simmons, Zieg, Buck. Motion carried.

City Clerk Sue Biltoft
City of Bennet, NE

Mayor, Ryan Cheney
City of Bennet, NE

Date	Num	Name	Memo	Credit
08/10/2026		ABC Termite & Pest Control Inc.	Pest Control	\$ 340.00
08/10/2026		ALLO Business	IT Services- Invoice 12640 & 13121	\$ 956.78
08/10/2026	EFT	ALLO Communications	Internet and Phone Systems	\$ 317.39
08/10/2026		American Legal Publishing	July 2026 Editing	\$ 134.70
08/10/2026	EFT	Black Hills Energy	Gas Utility	\$ 48.82
08/05/2026	EFT	CEDE & CO.	GO 2021 Bond Interest	\$ 1,878.54
08/10/2026		Electric Pump	Repairs	\$ 1,039.50
07/31/2026	EFT	First Nebraska Bank	ACH Transaction Fee	\$ 86.75
08/10/2026	EFT	GreatAmerica Financial Svcs	Copier Lease	\$ 175.00
07/24/2026	EFT	IRS/Department of Treasury	Employee Withholding	\$ 3,228.30
07/28/2026	EFT	IRS/Department of Treasury	Qrtly Payroll Taxes Due Apr-Jun 2026	\$ 3.11
08/07/2026	EFT	IRS/Department of Treasury	Employee Federal Withholding	\$ 2,160.86
08/10/2026		Kreifels, Jeff	Inspections	\$ 90.00
08/10/2026		Lancaster County Sheriff	July 2026 Law Enforcement	\$ 1,447.37
08/10/2026		League of Nebraska Municipalities	9/26 to 8/27 Membership	\$ 5,771.00
08/10/2026		Lincoln Winwater Works Co.	Meter Pits & Repair Clamps	\$ 7,368.85
08/10/2026		Lovell Excavating	Excavating and repairs	\$ 3,930.00
08/10/2026		Menards	Supplies- Invoice 78669	\$ 85.68
08/10/2026		Midwest Labs	Effluent test & Supplies	\$ 237.37
08/10/2026		Mike Palm	July 2026 Services	\$ 400.00
08/10/2026		Municipal Supply Inc.	Supplies Invoice 0982297-IN	\$ 2,102.72
08/10/2026		NE Public Health Environ. Lab	Testing	\$ 30.00
08/10/2026		Nebraska CCI	Building inspections	\$ 1,470.00
08/10/2026	EFT	Nebraska City Utilities	Electricity	\$ 5,317.56
07/24/2026	EFT	Nebraska Dept. of Revenue	Employee Withholding	\$ 493.65
07/29/2026	EFT	Nebraska Dept. of Revenue	Keno Tax	\$ 457.00
08/07/2026	EFT	Nebraska Dept. of Revenue	Employee Withholding	\$ 352.74
08/06/2026	EFT	Nebraska Dept. of Revenue	Sales Tax	\$ 1,318.83
08/10/2026		Olsson Inc.	Engineering	\$ 5,194.39
08/10/2026		One Call Concepts, Inc.	Diggers Hotline	\$ 33.89
08/10/2026		Robidoux, Inc	INV-1239	\$ 200.82
08/10/2026		Rural Water District No. 1	Water	\$18,784.00
08/10/2026		Russell Jones	Back up Operator	\$ 100.00
08/10/2026	EFT	Sams Club MC/Synch	Services & Supplies	\$ 5,358.00
08/10/2026		Solheim Law Firm	Legal Services	\$ 4,070.00
08/10/2026		TCA Outdoor Power	Weed Eater Repairs	\$ 143.25
08/10/2026		The Voice News	Publications	\$ 81.35
08/10/2026		Uribe Refuse Services, Inc.	Curbside Accounts	\$ 6,595.00
08/10/2026		Uribe Refuse Services, Inc.	Compactor Transfer Site	\$ 1,954.56
08/10/2026		Uribe Refuse Services, Inc.	Porta-Potty Dump	\$ 78.00
08/10/2026		Uribe Refuse Services, Inc.	Porta-Potty Whispering Pines	\$ 105.00
08/10/2026		USA Blue Book	Supplies	\$ 462.08
08/10/2026		Verizon Wireless	Cell Phones	\$ 200.38
08/10/2026	EFT	Visa- Chase	Intuit Monthly Payroll	\$ 34.08
08/10/2026		Walker Country Mowers LLC	Mower Parts	\$ 401.79
		Mayor & City Council Payroll		\$ 1,200.53
		Payroll, Insurance Stipend		\$19,287.56
		LPL Financial		\$ 915.32

	June 30, 2026 Balances	July 31, 2026 Balances
City Main Checking (General)	\$ 334,911.29	\$ 295,100.05
Sewer Property Tax MM (Debt Service)	\$ 27,368.44	\$ 28,450.88
Community Betterment (Keno)	\$ 20,472.86	\$ 20,323.34
Prize Reserve(Keno)	\$ 36,224.06	\$ 38,457.18
Park Improvement Savings (General)	\$ -	\$ -
Subtotal Bennet First NE	\$ 418,976.65	\$ 382,331.45
Hwy & GO Bond Payments (Value Edge) MM (General)	\$ 1,357.13	\$ 1,357.95
Housing Rehab (General)	\$ 822.49	\$ 822.49
Subtotal Union Bank & Trust	\$ 2,179.62	\$ 2,180.44
General(General)	\$ 834,712.26	\$ 937,565.27
Park (General)	\$ 12,945.46	\$ 12,984.98
Water (Water)	\$ 17,448.57	\$ 17,501.80
Sewer (Sewer)	\$ 29,525.39	\$ 29,615.48
Street (Street)		
Subtotal NPAIT	\$ 894,631.68	\$ 997,667.53
4/2/2038 Hwy Bond Payment earning 4.38% int (General)	\$ 60,288.00	\$ 60,288.00
4/2/2039 Hwy Bond Payment earning 4.46% int (General)	\$ 64,050.00	\$ 64,050.00
4/2/2040 Hwy Bond Payment earning 4.54% int (General)	\$ 62,700.00	\$ 62,700.00
4/2/2041 Hwy Bond Payment earning 4.61% int (General)	\$ 61,350.00	\$ 61,350.00
Subtotal SLGS	\$ 248,388.00	\$ 248,388.00

RESOLUTION NO. 2026-8.1

A RESOLUTION APPROVING THE APPOINTMENT OF PLANNING COMMISSION MEMBER TO FILL VACANCY IN ACCORDANCE WITH SECTION 32.01 OF THE CODE OF BENNET.

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

WHEREAS, Greg Pohl has resigned, and the Mayor has recommended that Burke Brown III be appointed to fulfill the unexpired portion of his term.

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

That, in accordance with the recommendation of the Mayor and the City Council Members hereby approves the appointments to fill the unexpired term expiring October 2027.

PASSED AND APPROVED THIS 10th day of August 2026.

ATTEST:

City Clerk/Treasurer

Mayor

(SEAL)

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. 2026-8.2

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of Bennet NE
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

Ryan Cheney, Mayor
Peter Simmons
Dan Zieg
Josh Buck
Jesse Schmidt

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☒ Village ☐ of Bennet, NE
(Check one box) (Print name of municipality)

hereby certifies that it:

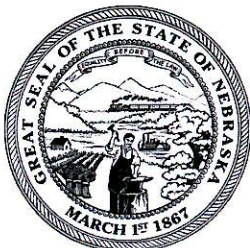
- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor ☒ Village Board Chairperson ☐ (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)



Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759

Lincoln NE 68509

or email to ndot.blshelp@nebraska.gov



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

June 30, 2026

Dear LARM Member,

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

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

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

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

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

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

Sincerely,

LEAGUE ASSOCIATION OF RISK MANAGEMENT

Tracy Juranek

Customer Service Specialist/Assistant Executive Director



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

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

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

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

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

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

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

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

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



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

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

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

Important Postscript:

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

**League Association of Risk Management
2026-27 Renewal Resolution**

RESOLUTION NO. 2026-7.1

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

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

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

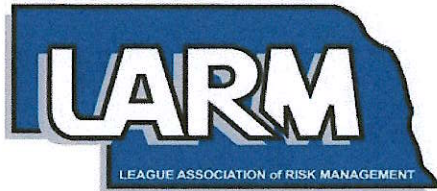
BE IT RESOLVED that the governing body of **City of Bennet**, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2029. **(180 day and 3 year commitment; 5% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. **(180 day and 2 year commitment; 4% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. **(180 day notice only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2029. **(90 day notice and 3 year commitment only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. **(2 year commitment only; 1%)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(90 day Notice only)**

Adopted this ____ day of _____, _____.

Signature:	_____
Title:	_____
ATTEST:	_____
Title:	_____

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



Proposal For: City of Bennet

Effective Date: 10/1/2026

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

Contribution Credit Options

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

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]

Notary Public

Notary Public

Notary Public

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

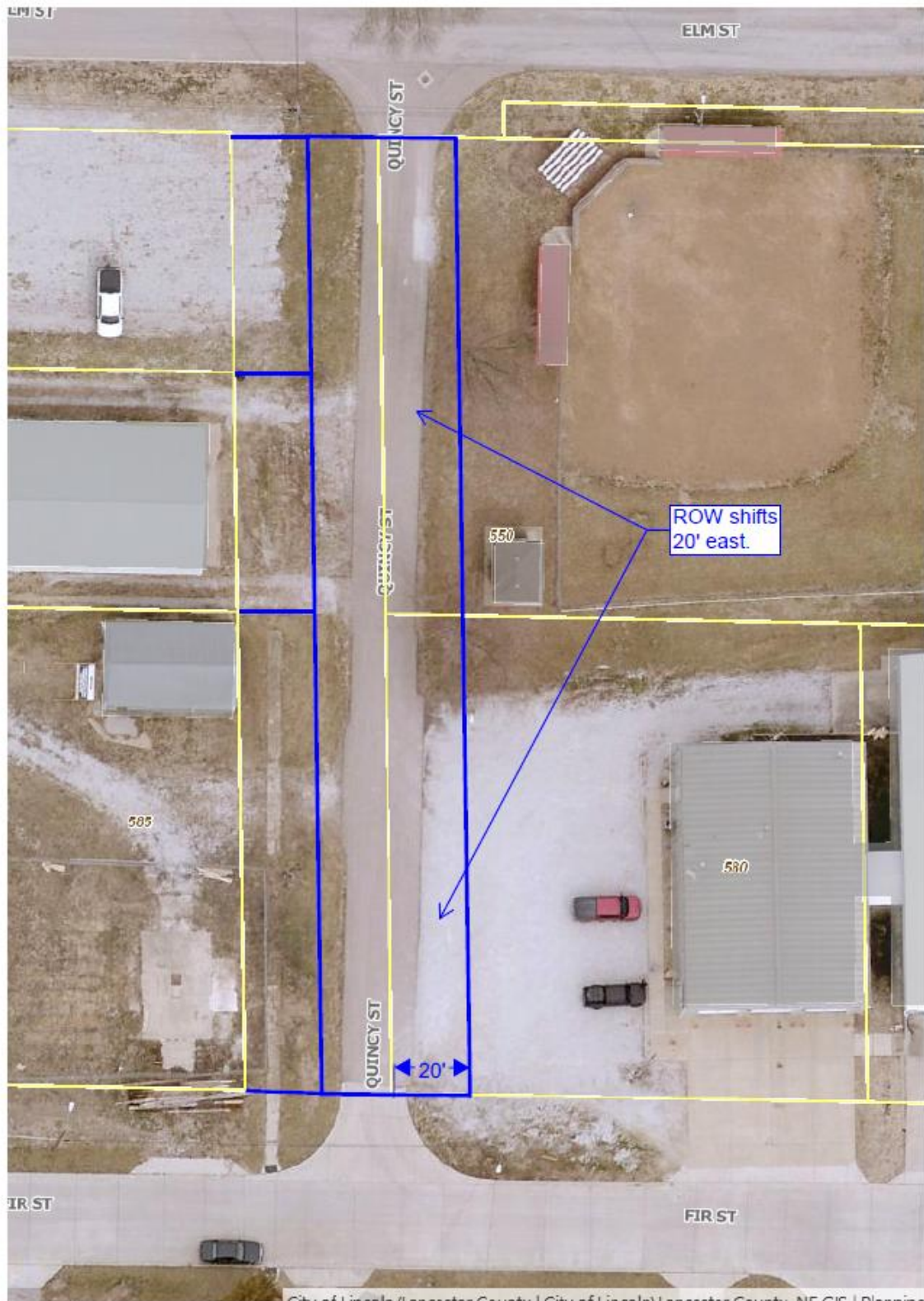
REGARDING REPLAT AND RIGHT-OF-WAY ADJUSTMENT

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



From: Jason D. Brownell <JBrownell@lancaster.ne.gov>

Sent: Monday, June 29, 2026 11:18 AM

To: Kelly Oelke <koelke@hickman.ne.gov>; dentoncleark@gmail.com; Stephanie Fisher <cityadministrator@citywaverly.com>; Megan Frye <cityclerk@citywaverly.com>; cityclerk@cityofbennet.com; village.of.hallam@gmail.com; villageoffirth@windstream.net

Cc: Kelsey M. Cruz <KCruz@lancaster.ne.gov>; Jason D. Brownell <JBrownell@lancaster.ne.gov>; John A. Vik <JVik@lancaster.ne.gov>

Subject: E-Bike Post Meeting Review

Team,

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

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

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

ORDINANCE

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

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

SECTION 1. Section 5-### Adopted

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

- (A) For purposes of this section:
- (1) “Class I Electric Bicycle” means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist only, (d) an electric motor limited to 750 watts, and (e) a maximum speed of 20 miles per hour.
 - (2) “Class II Electric Bicycle” means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist and throttle, (d) an electric motor limited to 750 watts, and (e) a maximum speed of 20 miles per hour.
 - (3) “Class III Electric Bicycle” means a device with (a) two, three, or four wheels, (b) a seat for the rider, (c) pedal assist and throttle, (d) an electric motor limited to 750 watts, and (e) a maximum speed of 28 miles per hour.
 - (4) “Electric Scooter” means a stand-up device with (a) two wheels, (b) handlebars, (c) a floorboard designed to transport one rider, (d) a maximum speed of 15 miles per hour, powered by (e) a rechargeable electric motor less than 750 watts, and propelled with (f) a combination of human power or electric motor.
 - (5) “Electric Motorcycle” means a device with (a) two or three wheels, (b) propelled with a throttle only, and (c) an electric motor less than 750 watts.
 - (a) A device containing an electric motor that exceeds 750 watts will be defined as a motorcycle, mini-bike or off-road vehicle.
 - (6) “Downtown Business District” shall be considered as the following: Silver Street from 14th Street to 17th Street, Adams Street from 14th Street to 16th Street, 14th Street from Ash Street to Adams Street, 15th Street from Silver Street to Adams Street, 16th Street from Silver Street to Adams Street, and 17th Street from Silver Street to Adams Street.
- (B) A class I, II, or III electric bicycle, electric scooter, or electric motorcycle may be operated on sidewalks, sidewalk spaces, shared-use paths, and streets within the corporate limits of the City only if the operator and the device comply with the provisions of this section.

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

- (1) It shall be lawful for any person to ride, use or operate any class I, II, or III electric bicycle, electric scooter, or electric motorcycle on any sidewalk space, or shared-use path within the City unless posted otherwise.
- (2) ~~Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, shared use path, or street and is under the age of sixteen years of age, shall be directly supervised by a parent, caretaker, or responsible adult over the age of nineteen years of age.~~
- (3) Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, shared-use path, or street shall do so at their own risk.
- (4) Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a sidewalk, sidewalk space, or shared-use path:
 - (a) Shall yield to the right-of-way to any and all pedestrians;
 - (b) Shall safely dismount and proceed on foot when approaching or encountering pedestrians; and
 - (c) Shall reduce speed when approaching crosswalks, driveways, or other crossings.
- (5) The operator of a class I, II, or III electric bicycle, electric scooter, or electric motorcycle emerging from an alley, driveway, or building, shall upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to all vehicles approaching on the roadway.
- (6) Any person who rides, uses, or operates a class I, II, or III electric bicycle, electric scooter, or electric motorcycle upon a street:
 - (a) Shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, clearly signal for all turns by utilizing hand signals, ride at the right-hand side of the street or highway, pass to the left when passing overtaken vehicle and individuals that are slower moving, and shall pass vehicles to the right when meeting;
 - (b) Shall obey the instruction of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a Police Officer; and
 - (c) Shall proceed single file as to not impede others when three or more devices ride in a group.

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

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

- (C) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle:
- (1) In a careless manner or without due caution in a manner as to endanger any person or property;
 - (2) In a negligent manner; and
 - (3) In such a manner as to endanger or interfere with the lawful traffic or use of the streets.

- (D) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle with a passenger.
- (E) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle and attach such or themselves to any vehicle upon a street; and no person shall hitch to or cling upon any vehicle which is in motion with or without the consent of the driver.
- (F) It shall be unlawful for any person to ride, use or operate a class I, II, or III electric bicycle, electric scooter, or electric motorcycle from one half hour after sunset and one half hour before sunrise without a headlight, visible under normal conditions, from the front thereof for not less than five hundred feet indicating the approach or presence of the device, and a red reflector on the rear which shall be visible on a clear night from all distances between one hundred feet and six hundred feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle.
- (G) It shall be unlawful for any person to ride, use, or operate any class I, II, and III electric bicycle, electric scooter, or electric motorcycle:
- (1) On a sidewalk, street, or city-maintained parking lot within the boundaries of the downtown business district and public parking lots;
 - (2) On any public street with a posted speed limit of ~~35~~25 miles per hour or more;
 - (3) In any public park; and
 - (4) On any state or federal highway, except for the purpose of crossing such highway as directed in subsection (H) below.
- (H) The crossing of a controlled-access highway with more than two marked traffic lanes by a class I, II, and III electric bicycle, electric scooter, or electric motorcycle shall be permitted only if:
- (1) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a safe and quick crossing;
 - (2) The device is brought to a complete stop before crossing the shoulder or roadway of the highway;
 - (3) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and
 - (4) In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.
- (I) Penalties for the violation of this section are as follows:
- (1) Any parent or guardian who knowingly allows or permits his or her minor child, or any adult who knowingly permits or allows any minor child, to use, operate, drive or race a class I, II, and III electric bicycle, electric scooter, or electric motorcycle in any manner prohibited by the provisions of this article shall, upon conviction thereof, be subject to punishment as provided in section 5-501 of this Code.
 - (2) Any person who shall violate or refuse to comply with the enforcement of any of the provisions in this chapter, set forth at full length herein or incorporated by reference, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more

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

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

Commented [SF6]: Or public trail system

- than \$500.00 for each offense. A new violation shall be deemed to have been committed every 24 hours of such failure to comply.
- (3) Any person convicted of a second or subsequent of any provisions shall surrender their electric bicycle, electric scooter, or electric motorcycle to the Ashland Police Department for a period of no less than thirty days. The device(s) will be returned to the owner after the thirty-day period if all applicable fines are paid.

SECTION 2. Repeal of Prior Ordinances in Conflict

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

SECTION 3. When Operative

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

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

CITY of ASHLAND
SAUNDERS COUNTY, NEBRASKA

By: _____
Jim Anderson, Mayor

ATTEST:

Kristina Stoki, City Clerk
4906-2594-6295, v. 1

(SEAL)



CITY OF CRETE
APPLICATION FOR ATV/UTV REGISTRATION

This request is to register an ATV or UTV for operation
on streets, roads, and highways within the City.

Name _____ Date _____

Address _____

Mailing Address _____
(If different than the above)

Phone Number _____

Driver's License Number _____

☐ **Proof of Liability Insurance**
(Provide a copy with application)

Driver's License Expiration Date _____

Vehicle Year, Make & Model _____

Annual Registration Fee: \$100.00
(See Master Fee Schedule)

Vehicle Serial Number _____

☐ **UTV**

☐ **ATV (Agricultural Uses Only)**

Responsible Party's Signature _____

For City Use Only:

Application # _____

Inspection Certificate ☐

Registration
Expiration Date _____

Approved ☐

Rules & Regulations
Handout ☐

Denied ☐

❖ **Safety Checklist on back page.**

Registration
Sticker Number _____

SAFETY CHECKLIST:

ATV

<50"

<900 lbs.

3+ off-road

≤2

UTV

< 74"

>180"

<2000 lbs.

4+ off-road

2+

Width

Length

Weight

Tires

Passengers (including driver)

☐

Three-point seatbelt

☐

Roll bar

☐☐

Headlights & Taillights

☐☐

Brake lights

☐

Hazard lights

☐

Turn signals

☐

Windshield

☐

Side mirrors

☐

Horn

☐☐

Bicycle safety flag

☐☐

Muffler system w/spark arrestor

City of Crete

5-904 ATVs And UTVs; Equipment Required; Modification Prohibited

(1) Every all-terrain vehicle and utility-type vehicle shall be equipped with:

- (a) Headlights, taillights, and brake lights;
- (b) A brake system maintained in good operating condition;
- (c) An adequate muffler system in good working condition; and
- (d) A United States Forest Service qualified spark arrester.

(2) Every utility-type vehicle shall be equipped with:

- (a) Three-point seat belts;
- (b) Turn signals;
- (c) Emergency flashers or hazard lights;
- (d) A roll bar;
- (e) A windshield;
- (f) Side mirrors; and
- (g) A horn.

(3) No person shall:

- (a) Equip the exhaust system of an all-terrain vehicle or a utility-type vehicle with a cutout, bypass, or similar device;
- (b) Operate an all-terrain vehicle or a utility-type vehicle with an exhaust system so modified; or
- (c) Operate an all-terrain vehicle or a utility-type vehicle with the spark arrester removed or modified except for use in closed-course competition events.

Source: Ord. 2153 (2022)

State Law Reference: Neb. Rev. Stat. § 60-6,358

5-905 ATVs And UTVs; Inspection And Registration; Registration Sticker Or License Plate; Registration Period And Renewal

- (1) Unless otherwise expressly provided, no all-terrain vehicle or utility-type vehicle shall be operated or parked on the streets, roads, or highways within the corporate limits of the City unless the vehicle has been inspected by and registered with the City.
- (2) A registration sticker or license plate shall be issued by the City upon application and submission of the following:
 - (a) A fully completed and signed application form that contains all of the information required by the City;
 - (b) An inspection certificate from the City stating the vehicle has been inspected and is in compliance with all equipment requirements;
 - (c) Proof of liability insurance coverage for the vehicle showing the effective dates of the policy and designating the vehicle by year, make, model, and serial number; and
 - (d) The annual registration fee specified in the City's Master Fee Schedule.
- (3) The registration sticker or license plate shall be affixed at a prominent and conspicuous place on the vehicle so that it can be clearly and easily viewed by other traffic at all times. In the event the original sticker or plate is lost or destroyed, a replacement may be issued by the City upon the payment of the replacement fee.
- (4) Registrations shall be unique to the specific owner and vehicle and shall not be transferable. Any transfer of ownership shall cause the existing registration to expire. A separate application, inspection, and registration is required for each individual vehicle.
- (5) All registrations shall be for a period of one year from the date of issuance and may be renewed annually in the manner designated by the City and upon payment of the same fee as provided for the original registration.

Source: *Ord. 2153 (2022)*

State Law Reference: *Neb. Rev. Stat. § 60-6,359*

5-908 ATVs And UTVs; Violations; Penalty

- (1) Any person who violates Sections 5-902 to 5-907 shall be guilty of a Class IV misdemeanor, except that if such person is convicted of a second or subsequent offense within any period of one year, he or she shall be guilty of a Class III misdemeanor. Any violation of such sections which is also a violation under any other provision of state law may be punished under the penalty provisions of such law.
- (2) In addition to any criminal proceeding, the City may hold an administrative hearing on any reported violation of Sections 5-902 to 5-907. If the operator of the all-terrain vehicle or

utility-type vehicle is found guilty of any violation of such sections, the hearing officer shall order the payment of a civil penalty and may order the revocation of any or all registrations issued by the City to the operator or owner of the vehicle for such period as specified in the final order. Upon expiration of the revocation period, the operator or owner shall be required to follow all of the registration requirements specified in Section 5-905, including application, inspection of the vehicle, and payment of the full registration fee.

GOLF CAR – ATV / UTV REGISTRATION APPLICATION

Name/Address: _____

Phone: _____ Cell: _____

Vehicle Year: _____ Make/Model: _____ Color: _____

Annual Registration Fee (Expires December 31st of every calendar year): \$25.00

My Initials and signature below verify that I:

Have read the City Ordinance No. 2016-24 governing Golf Car or 2019-05 governing ATV/UTV Vehicles Operation Authorization and Restrictions and have reviewed the documents and understand them and I relieve the City of Hickman of any liability regarding my Golf Car / ATV / UTV.

_____ Initials

Shall have proof of liability insurance coverage for the Golf Car - ATV - UTV in the amount of twenty-five thousand dollars because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, fifty thousand dollars because of bodily injury to or death of two or more persons in any one accident, and twenty-five thousand dollars because of injury to or destruction of property of others in any one accident.

_____ Initials

Understand that the city is neither inspecting my Golf Car / ATV / UTV nor guaranteeing its condition of safety and understand that my Golf Car / ATV / UTV must be equipped with a bicycle safety flag which extends above the Golf Car / ATV / UTV vehicle not less than five feet above the ground and is attached to the rear of such vehicle.

_____ Initials

Shall not operate Golf Car / ATV / UTV vehicle at any time on any state or federal highway, city trail/sidewalk, or any road with a posted speed limit above thirty-five miles per hour, but may operate upon such a road in order to cross a portion of the road which intersects a street with a posted speed limit of thirty-five miles per hour or less. Golf Car / ATV / UTV shall also not be parked on any city trail or sidewalk.

_____ Initials

Must only be operated by persons with a valid Class O operator's license and only between the hours of sunrise and sunset.

_____ Initials

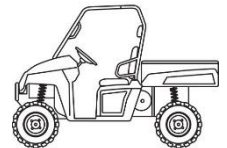
Applicant Signature _____ Print Name _____ Date _____

City Staff Signature _____ Print Name _____ Date _____

City Issued Registration #: _____ Check #: _____ Receipt #: _____



GOLF CAR ATV/UTV REGISTRATION INFORMATION



Municipal Code 4-601**VIOLATION; PENALTY:**

Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this chapter, set forth at full length herein or incorporated by reference, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a minimum of \$25.00 but not more than \$500.00 for each offense. A new offense shall be deemed committed each 24-hour period of such failure to comply.

For a first offense, an appearance in court may be waived by agreeing to pay the minimum fine and court costs. For a second offense within a 12-month period, an appearance in court may be waived by agreeing to pay a minimum fine of \$50.00 and court costs. For any third and subsequent offense within a 12-month period, no waiver shall be allowed.

The City of Hickman places these rules and regulations in place for the safety and enjoyment of our community.

Please be aware that all other State Statutes relating to operating motorized vehicles are in effect and will be enforced by any law enforcement officer at any time.

These include, but are not limited to:

- ✓ Driving under the influence of alcohol or drugs
- ✓ Open containers of alcoholic beverages
- ✓ Child safety seats and restraints
- ✓

Municipal Code 4-409
ORDINANCE 2016-24: Golf Car
(basic provisions; full ordinance
available at City Hall or hickman.ne.gov)

Golf car vehicle means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, is designed and manufactured for operation on a golf course for sporting and recreational purposes, and is not being operated within the boundaries of a golf course. Road means a public way for the purposes of vehicular travel and street means a public way for the purposes of vehicular travel in a city or village and includes the entire area within the right-of-way.

A Golf Car Vehicle may be operated on streets within the corporate limits of the City of Hickman only if the operator and the vehicle comply with the following provisions:

- The Golf Car Vehicle must be registered with the City of Hickman. The City will provide proof of registration sticker or tag to the vehicle owner, and said sticker or tag must be prominently displayed on the rear of the vehicle.
- Registration form complete & payment of \$25.00 fee
- Proof of insurance must be provided with registration form.
- Golf Car Vehicle shall be equipped with a bicycle safety flag which extends above the Golf Car Vehicle not less than five feet above the ground and is attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.
- Operated only between the hours of sunrise and sunset and only on streets with a posted speed limit of 35 MPH or less
- Golf Car shall not be parked on any city trail or sidewalk.
- Operator shall not operate such vehicle at a speed in excess of 20 MPH
- Any person operating a golf car vehicle shall have a valid Class O operator's license.

Municipal Code 4-405, Amended by
ORDINANCE NO. 2019-05: ATV/UTV
(basic provisions; full ordinance
available at City Hall or hickman.ne.gov)

All-terrain vehicle (ATV) means any motorized off-highway vehicle which (1) is 50 inches or less in width, (2) has a dry weight of 1,200 pounds or less, (3) travels on three or more non-highway tires, and (4) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger.

Utility-type vehicle (UTV) means any motorized off-highway vehicle which (1) is 74 inches in width or less, (2) is not more than 180 inches in length, including the bumper, (3) has a dry weight of 2,000 pounds or less, and (4) travels on four or more non-highway tires. "Utility-type vehicle" does not include all-terrain vehicles, ATV / UTVs, or low-speed vehicles. (Neb. Rev. Stat. §60-6,355)

Street or highway means the entire width between the boundary limits of any street, road, avenue, boulevard, or way, which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

- The ATV/UTV must be registered with the City of Hickman. The City will provide proof of registration sticker or tag to the vehicle owner, and said sticker or tag must be prominently displayed on the rear of the vehicle.
- Registration form complete & payment of \$25.00 fee
- Proof of insurance must be provided with registration form.
- ATV/UTV may be operated only between the hours of sunrise and sunset, unless equipped with operable snow plow blade and apparatus, and shall not be operated at a speed in excess of the posted speed limit and in no event in excess of 30 MPH. ATV/UTV shall comply with the following requirements when in operation:
 1. The headlight and taillight of the vehicle shall be fully operable and visible; and
 2. The vehicle shall be equipped with an electric strobe/flashing beacon mounted on the top of the vehicle or a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color; and
 3. The vehicle shall have a visible, operational brake light system.
- Any person operating an ATV/UTV shall have a valid Class O operator's license.
- Wear a helmet or hard hat. This provision shall also apply to all passengers in vehicles specifically designed by the original manufacturer for the operator and one or two passengers.

Village of Malcolm – Proposed

5-304.5: Permit and Registration

(a) All all-terrain vehicles, utility-type vehicles and golf cart vehicles shall be registered by filing an application with the Municipal Clerk, providing proof of liability insurance coverage, and paying a one-time fee of \$25.00 per vehicle. Upon filing and payment, the vehicle shall be inspected by the Municipal Clerk and, if the vehicle meets all requirements, the Municipal Clerk will issue the permit which shall be evidenced with a license plate/tag to be affixed to the vehicle in a conspicuous location.

(b) A permit issued under this section shall remain valid for the registered golf cart unless surrendered, revoked, or otherwise terminated pursuant to this Chapter. The applicable registration fee shall be paid in full at the time of registration.

(c) All terrain vehicles, utility-type vehicles, and golf cart vehicles shall be equipped with a safety flag which extends not less than six (6) feet above ground and shall be attached to the rear of the vehicle, which flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be in day-glow or neon-reflective color.

(d) The registered owner(s) shall supervise the operation of their all-terrain vehicle, utility-type vehicle, and/or golf cart vehicle at all times. The registered owner shall be subject to all applicable penalties for violations committed by a person who entrusted to operate the vehicle and who is not the registered owner.

5-304.6 Penalty

(a) Any person violating any provisions of this Code Section shall be fined as in 5-701 hereafter, and assessed the court costs of prosecution, provided, however, if any person is convicted of a second or subsequent offense of this Code Section within the period of three (3) years, the minimum fine for a second or subsequent offense shall be \$200.00.

(b) In addition to any other penalty authorized by this Chapter or applicable law, the Board of Trustees may revoke a registration permit issued under this Chapter if the permit holder: (1) violates any provision of this Chapter; (2) operates the registered vehicle in violation of the laws of the State of Nebraska; or (3) knowingly provides false or misleading information in connection with the issuance of the permit. The period of revocation shall be established by the Board on a case by case basis, taking into account the circumstances of the violation and any prior violations. Upon revocation, the registered vehicle shall not be operated pursuant to this Chapter unless and until a new permit is issued in accordance with this Chapter.

§ 71.71 ALL-TERRAIN, UTILITY-TYPE, AND MINITRUCK VEHICLES.

(A) For purposes of this section:

(1) "All-terrain vehicle" means any motorized off highway vehicle which (a) is 50 inches or less in width, (b) has a dry weight of 900 pounds or less, (c) travels on four low pressure tires, (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger, (e) has a seat or saddle designed to be straddled by the operator, and (f) has handlebars or any other steering assembly for steering control.

(2) "Utility-type vehicle" means any motorized off-highway device which (a) is not less than forty-eight inches nor more than seventy-four inches in width, (b) is not more than one hundred thirty-five inches, including the bumper, in length, (c) has a dry weight of not less than nine hundred pounds nor more than two thousand pounds, (d) travels on four or more low pressure tires, and (e) is equipped with a steering wheel and bench or bucket-type seating designed for at least two people to sit side-by-side. Utility-type vehicle does not include golf carts or low speed vehicles.

(3) "Mini truck" means a foreign manufactured import vehicle or domestic manufactured vehicle which (1) is powered by an internal combustion engine with a piston or rotor displacement of one thousand cubic centimeters or less, (2) is sixty-seven inches or less in width, (3) has a dry weight of four thousand two hundred pounds or less, (4) travels on four or more tires, (5) has a top speed of approximately fifty-five miles per hour, (6) is equipped with a bed or compartment for hauling, (7) has an enclosed passenger cab, (8) is equipped with headlights, tail lights, turn signals, windshield wipers, a rearview mirror, and an occupant protection system, and (9) has a four-speed, five-speed, or automatic transmission.

(4) "Street" or "highway" means the entire width between the boundary limits of any street, road, avenue, boulevard, or way, which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(B) All-terrain, utility-type, or mini truck vehicles may be operated on streets and highways within the corporate limits of the City only if the operator and the vehicle comply with the provisions of this section.

(C) All-terrain, utility-type, or mini truck vehicles may be operated only between the hours of sunrise and sunset and shall not be operated at a speed in excess of 30 miles per hour or less if the posted speed limit is less. When operating any of these vehicles as authorized in subsection (B) of this section, the headlight and taillights of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag, which extends not less than five feet above ground level attached to the rear of such vehicle. The Bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

(D) Any person operating an all-terrain, utility-type, or mini truck vehicle as authorized in subsection (B) of this section shall have:

(1) A valid Class O operator's license or a farm permit as provided in Neb. Rev. Stat. 60-4,126; and

(2) Liability insurance coverage for the all-terrain, utility-type, or mini truck vehicles while operating such vehicle on a street or highway. The person operating any

of these vehicles shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

- (E) It shall be unlawful for any person to operate all-terrain, utility-type, or mini truck vehicles on the City streets or alleys:

(1) until the owner has demonstrated proof of insurance to the City and obtained a license plate for the current year. The City will issue a license plate and/or decal for the current year that must be affixed to the rear of the all-terrain, utility-type, or minitruck vehicles in a conspicuous place. The City will charge a fee of forty dollars (\$40.00) for the issuance of the license certificate and plate. The certificate shall be an annual certificate from January 1 through December 31 of each year. The operator shall have until April 30 of the following year to renew the certificate and plate for an annual fee of twenty dollars (\$20.00), provided that the sum of ten dollars (\$10.00) shall be added to the license fees set forth in the foregoing schedule for each license obtained on or after May first (1st) or otherwise delinquent. The fee for any replacement plate shall be fifteen (\$15.00) dollars.

(2) with more passengers on said vehicle than is recommended by the original manufacturer.

- (F) All-terrain, utility-type, or mini truck vehicles may be operated without complying with subsections (C), (D), and (E) of this section on streets and highways in parades which have been authorized by the State or any department, board, commission, or political subdivision of the State.

- (G) All-terrain, utility-type, or mini truck vehicles shall not be operated on any controlled-access highway with more than two marked traffic lanes, and the crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted.

- (H) Subject to subsection (G) of this section, the crossing of a street or highway shall be permitted by all-terrain, utility-type, or mini truck vehicles without complying with subsections (C) and (D) of this section only if:

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

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

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

(4) In crossing a divided highway, the crossing is made only at an intersection of such highway with another highway; and

(5) Both the headlight and taillight of the vehicle are on when the crossing is made.

- (I) If an accident results in the death of any person or in the injury of any person which requires the treatment of the person by a physician, the operator of each all-terrain, utility-type, or mini truck vehicle involved in the accident shall give notice of the accident in the same manner as provided in Neb. Rev. Stat. §60-699.

(J) Every All-terrain Vehicle (ATV), Utility-Type Vehicle (UTV), and Mini truck as defined by the Statutes of Nebraska or the Waverly Municipal Code, which are operated within the jurisdiction of the City of Waverly, are hereby declared to be a motor vehicle and subject to all of the motor vehicle Rules of the Road and traffic laws as defined in either the Nebraska State Statutes or the Waverly Municipal Code.

(K) Snow Removal Exception. A properly registered and insured all-terrain vehicle or utility-type vehicle may be operated on City streets for the limited purpose of snow removal on public or private property, as authorized by Neb. Rev. Stat. §60-6,356, provided that:

- 1) the operator holds a valid Class O operator's license or farm permit;
- 2) the vehicle is operated at a speed not to exceed thirty (30) miles per hour;
- 3) when operated between the hours of sunset and sunrise for snow removal, the vehicle's headlights and taillights are on;
- 4) the vehicle is equipped with a bicycle safety flag meeting the requirements of Neb. Rev. Stat. §60-6, 356(3)(d);
- 5) the operator has liability insurance for the vehicle and shall provide proof of such insurance to any peace officer requesting such proof within five (5) days of the request; and
- 6) such use is limited solely to snow removal activities and does not constitute general authorization for roadway use.

(L) Penalty.

(1) Any person who violates subsection (E)(1) shall be fined twenty-five (\$25.00) dollars. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be twenty dollars (\$20.00).

(2) Any person who violates subsection (E) (2) shall be guilty of a Class II Misdemeanor pursuant to §131.22 of the City Code. *(Added by Ord. No. 09-15, 12/21/09; Amended by Ord. Nos. 10-11 8/16/10; 18-05, 5/8/18; 25-27, 12/9/25)*

§ 71.72 GOLF CART VEHICLES.

(A) For purposes of this section:

(1) "Golf cart vehicle" means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, is designed and manufactured for operation on a golf course for sporting and recreational purposes, and is not being operated within the boundaries of a golf course.

(2) "Street" or "highway" means a public way for the purposes of vehicular travel in a city and includes the entire area within the right-of-way; and

(3) "Road" means a public way for the purposes of vehicular travel, including the entire area within the right-of-way.

(B) Golf cart vehicles may be operated on streets and highways within the corporate limits of the City only if the operator and the vehicle comply with the provisions of this section.

(C) Golf cart vehicles may be operated only between the hours of sunrise and sunset and on streets with a posted speed limit of thirty-five (35) miles per hour or less. The operator shall not operate such vehicle at a speed in excess of twenty (20) miles per hour. When operating a golf cart vehicle as authorized in subsection (B) of this section, the headlights and taillights of the vehicle shall be on (if equipped), turn signals used (if equipped), and the vehicle must be equipped with a safety flag, which extends not less than five (5) feet above the ground and extends at least six (6) inches above the highest point of the vehicle, when attached to the rear of the vehicle in a day-glow color, triangular shape, and at least 30 square inches. A golf cart vehicle shall not be operated at any time on any state or federal highway but may be operated upon such a highway in order to cross a portion of the highway system which intersects a street only if:

- (1) the crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place no obstruction prevents a quick and safe crossing;
- (2) the operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and
- (3) in crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.

(D) Any person operating a golf cart vehicle as authorized in subsection (B) of this section shall have:

- (1) A valid Class O operator's license, and
- (2) Liability insurance coverage for the golf cart vehicle while operating such vehicle on a street or highway. The person operating any of these vehicles shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request. The liability insurance coverage shall be subject to limits, exclusive of interest and costs, as follows: Twenty-five thousand dollars because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, fifty thousand dollars because of bodily injury to or death off two or more persons in any one accident, and twenty-five thousand dollars because of injury to or destruction of property of others in any one accident.

(E) It shall be unlawful for any person to operate golf cart vehicles on the City streets or alleys:

- (1) until the owner has demonstrated proof of insurance to the City and obtained a license plate for the current year. The City will issue a license plate and/or decal for the current year that must be affixed to the rear of the golf cart in a conspicuous place. The City will charge a fee of forty dollars (\$40.00) for the issuance of the license certificate and plate. The certificate shall be an annual certificate from January 1 through December 31 of each year. The operator shall have until April 30 of the following year to renew the certificate and plate for an annual fee of twenty dollars (\$20.00), provided that the sum of ten dollars (\$10.00) shall be added to the license fees set forth in the foregoing schedule for each license obtained on or after May first (1st) or otherwise delinquent. The fee for any replacement plate shall be fifteen dollars (\$15.00).
- (2) with more passengers on said vehicle than is recommended by the original manufacturer.

(F) Golf cart vehicles may be operated without complying with subsections (C), (D), and (E) of this section on streets and highways in parades which have been authorized by the State or any department, board, commission, or political subdivision of the State.

(G) Golf cart vehicles shall not be operated on any controlled-access highway with more than two marked traffic lanes, and the crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted.

(H) If an accident results in the death of any person or in the injury of any person which requires the treatment of the person by a physician, the operator of a golf cart vehicle involved in the accident shall give notice of the accident in the same manner as provided in Neb. Rev. Stat. §60-699.

(I) Every Golf Cart Vehicle as defined by the Statutes of Nebraska or the Waverly Municipal Code, which are operated within the jurisdiction of the City of Waverly, are hereby declared to be a motor vehicle and subject to all of the motor vehicle Rules of the Road and traffic laws as defined in either the Nebraska State Statutes or the Waverly Municipal Code.

(J) Penalty.

(1) Any person who violates subsection (C) or (E)(1) shall be fined twenty-five (\$25.00) dollars. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be twenty dollars (\$20.00).

(2) Any person who violates subsection (E) (2) shall be guilty of a Class II Misdemeanor pursuant to §131.22 of the City Code. *(Added by Ord. 15-14, 10/13/15; Amended by Ord. Nos. 18-05, 5/8/18; 23-05, 6/6/23; 23-08, 7/25/23; 25-27, 12/9/25)*



CITY OF WAVERLY – 2026

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

NEW ATV/UTV OR GOLF CART REGISTRATION AND LICENSE:

Name _____ Phone _____

Address _____

City _____ Zip _____ County _____

Year _____ Make _____ Model _____ Color _____

Serial or Identification Number _____

LICENSE RENEWAL:

Print Name _____

I agree to maintain Liability Insurance on the above vehicle.

I have read, understand, and have been given a copy of the applicable Waverly ordinances.

I attest that this vehicle complies with the requirements of the Waverly ordinances.

Applicant's Signature

Date

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

☐

\$40.00 Initial License Fee

☐

\$20.00 Renewal fee

License Plate Number **WAVERLY** _____

Expires 01-01-2027

Copy of Proof of Insurance is attached _____

Approved – City Staff

Date

Overtime Worked 07-01-2026 to 07-31-2026					
Deputy	Start - End	# Hours	Date	OT Type	
22134 LESAN, AMY	1130 - 1500	3.50	07-31-2026	SUPL CONTRACT-BENNET	
		<u>3.50</u>			
22139 BRYANT, CHAD	1730 - 2000	2.50	07-22-2026	SUPL CONTRACT-BENNET	
22139 BRYANT, CHAD	1730 - 2115	3.75	07-29-2026	SUPL CONTRACT-BENNET	
		<u>6.25</u>			
22141 HANSEN, MICHAEL	0815 - 1045	2.50	07-08-2026	SUPL CONTRACT-BENNET	
22141 HANSEN, MICHAEL	0815 - 1045	2.50	07-17-2026	SUPL CONTRACT-BENNET	
22141 HANSEN, MICHAEL	0730 - 1000	2.50	07-23-2026	SUPL CONTRACT-BENNET	
22141 HANSEN, MICHAEL	0715 - 0945	2.50	07-30-2026	SUPL CONTRACT-BENNET	
		<u>10.00</u>			
Total: 19.75					

 902159
 8/4/26



Lancaster County Sheriff's Office



Report of Contract Deputy Lesan
Activity for the Village / Town / City of Bennet
Date Worked 07-31-26
Start of Shift: 1130 End of Shift: 1500

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

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
1145	BUS	Elementary	School Check
1215	BUS	Ballfield	Area Check
1230	BUS	Fire Barn	Business Check
1300	BUS	Park	Area Check
1330	SEL	Van Buren/Cottonwood	Traffic
1400	SEL	Birch/Monroe	Traffic
1430	SEL	Garden/Monroe	Traffic

of Citations Issued: 0

Warning / Defect Citations Issued: 0

Total hours worked this date: 3.5

Vehicle number: 974

Total mileage for this shift: 6

Deputy Reporting Lesan

Supervisor Approving [Signature] 09259



Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 07-22-26
Start of Shift: 1730 End of Shift: 2000

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

BUS -- business / area check
UTL -- unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

[illegible]

# of Citations Issued: _____	Warning / Defect Citations Issued: _____
Total hours worked this date: <u>2.5</u>	Vehicle number: <u>0935</u> Total mileage for this shift: <u>11</u>

Deputy Reporting Bryant 902139

Supervisor Approving 75290259



Lancaster County Sheriff's Office



Report of Contract Deputy Bryant
Activity for the Village / Town / City of Bennet
Date Worked 07-29-2026
Start of Shift: 1730 End of Shift: 2115

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

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
1730	O	Bennet	Start
1800	SEL	Bennet	Town patrol
1830	BUS	Ballfields	Check area
1900	SEL	Hackberry/Garden	Neighborhood Check
2000	SEL	Monroe/Fir	Monroe Traffic
2030	SEL	Monroe/Garden	Traffic
2115	O	Bennet	End

of Citations Issued: _____

Warning / Defect Citations Issued: _____

Total hours worked this date: 3.75

Vehicle number: 0935

Total mileage for this shift: 14

Deputy Reporting BRYANT

Supervisor Approving [Signature] 902129



Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 07-08-2026
Start of Shift: 0815 End of Shift: 1045

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

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
0815			Start of shift Mileage 46924
0820	SEL	Monroe	Traffic
0900	BUS	Downtown	
0910	SEL	Park	
0915		Cemetay	
0920	SEL	General Town Patrol	
1045			End of shift Mileage 46945

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

Deputy Reporting M. Hansen 902141

Supervisor Approving *[Signature]* 902159



Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 07-17-2026
Start of Shift: 0815 End of Shift: 1045

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

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
0815			Start of shift Mileage 47275
0820	SEL	Monroe	Traffic
0945	BUS	Downtown	
0950	SEL	Park	
0955		Cemetary	
1000		General Town Patrol	
1045			End of shift Mileage 47299

# of Citations Issued: _____	Warning / Defect Citations Issued: _____
Total hours worked this date: <u>2.5</u>	Vehicle number: <u>980</u>
	Total mileage for this shift: <u>24</u>

Deputy Reporting M. Hansen 902141

Supervisor Approving *[Signature]* 902159



Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 07-23-2026
Start of Shift: 0730 End of Shift: 1000

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

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
0730			Start of shift Mileage 47430
0735	SEL	Monroe	Traffic
0930	BUS	Downtown	
0945	SEL	Park	
0955		Cemetary	
1000			End of shift Mileage 47452

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

Deputy Reporting M. Hansen 902141

Supervisor Approving [Signature] 902159



Lancaster County Sheriff's Office



Report of Contract Deputy Michael Hansen
Activity for the Village / Town / City of Bennet
Date Worked 07-30-2026
Start of Shift: 0715 End of Shift: 0945

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

BUS – business / area check
UTL – unable to locate

SEL – selective enforcement
GOA – gone on arrival

F/U – follow-up
F/I – field interview

Time (s)	Type	Location	Remarks
0715			Start of shift Mileage 47480
0720	SEL	Monroe	Traffic
0930	BUS	Downtown	
0935	SEL	Park	
0940	SEL	Cemetary	
0945			End of shift Mileage 47504

of Citations Issued: _____

Warning / Defect Citations Issued: _____

Total hours worked this date: 2.5

Vehicle number: 980

Total mileage for this shift: 24

Deputy Reporting M. Hansen 902141

Supervisor Approving [Signature] 902159



To: City of Bennet Clerk and City Council

Re: August 2026 City Engineering Report

Transportation Safety Action Plan

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

New information

Olsson Action Item

City Action Item

Street Maintenance Plan

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

Street Improvements Plan

- Approximately \$80,000/year in the budget for street improvements/maintenance.
 - Recommend \$80,000 of street improvements for 2026
- Street improvements are in progress.
- **Olsson is performing asphalt testing and inspections.**

Water Supply Analysis

- **Olsson to send email to RWD showing year over year usage to show that the measures implemented are working. Notify them that a SCADA system has been installed and that additional irrigation restrictions have been implemented.**
- Water usage statistics:
 - Monthly Max: 5,400,000 gal.
 - Daily Max: 180,000 gal. (or 216,000 gal. at 150 gpm)
 - May Water Usage
 - Monthly: 4,384,000 gal. (81% of capacity)
 - First time ever above 4 million gallons. Concerning, but still quite a bit of capacity.
 - Ave. Daily: 141,000 gal. (81% of capacity)
 - Max. Daily: 167,000 gal. (93% or 77% of capacity)
 - 26 users over 20,000 gal. Only two above 40,000 and one was an anomaly.
 - I would consider this successful based on the July weather.
 - **Refer to last page of this report for charts showing usage over time.**
- RWD met with city on February 12th.
 - RWD has no short term plans for expansion of capacity. Long term plans include development of a new well.
 - Recommended irrigation restrictions to manage daily flows.
- RWD met with planning commission on April 17th
 - Stated that RWD has no ability to provide more water to the village. Recommended the village explore a well near Pella Road. Preliminary costs were provided by Olsson.

Sewer Improvements/Rates

- Asbestos sewer lining/replacement.
 - Phase I lining work is complete. Pre- and post-lining videos have now been received.

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

Miscellaneous

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

Development Reviews

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

Trails

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

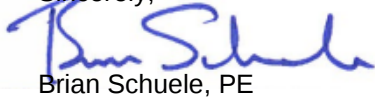
Tyler & Cottonwood Street Paving (info from 2021)

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

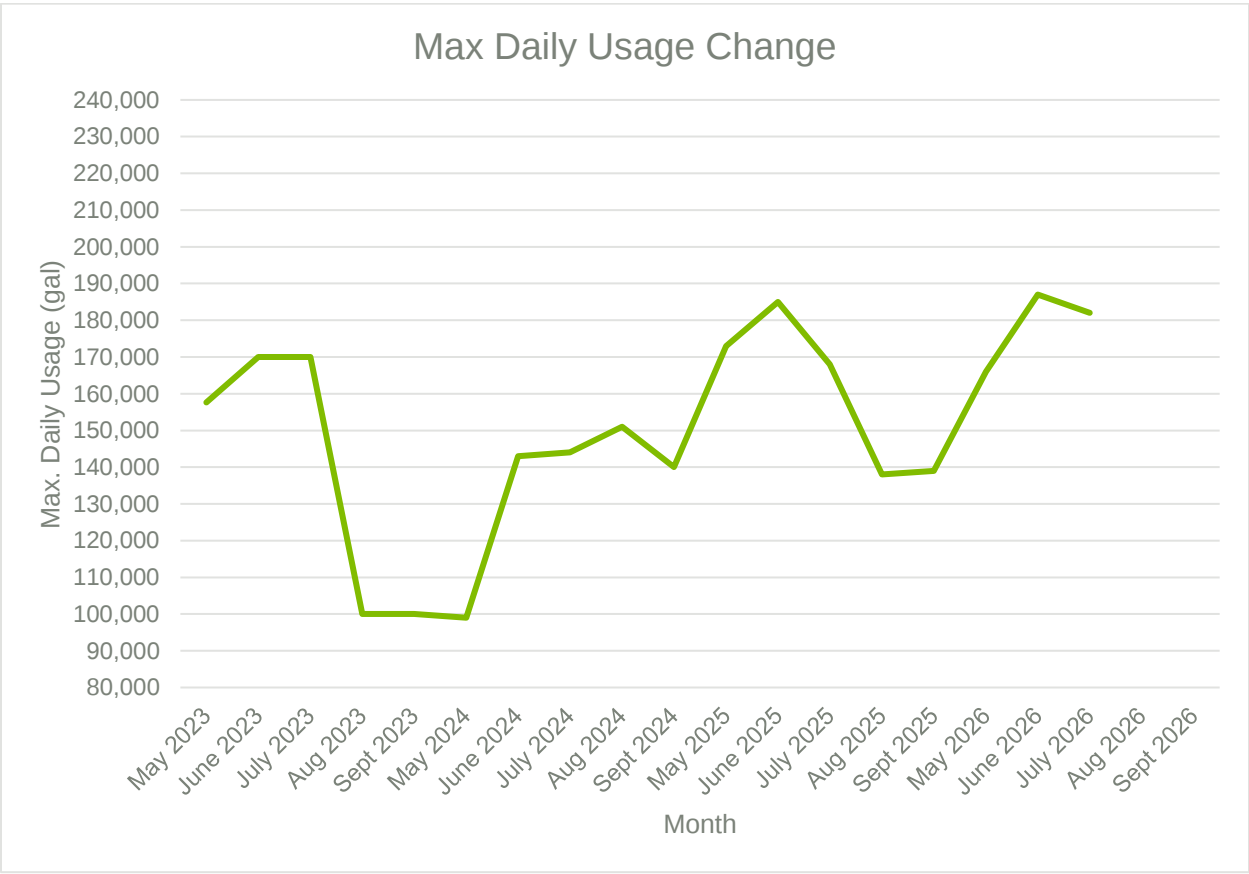
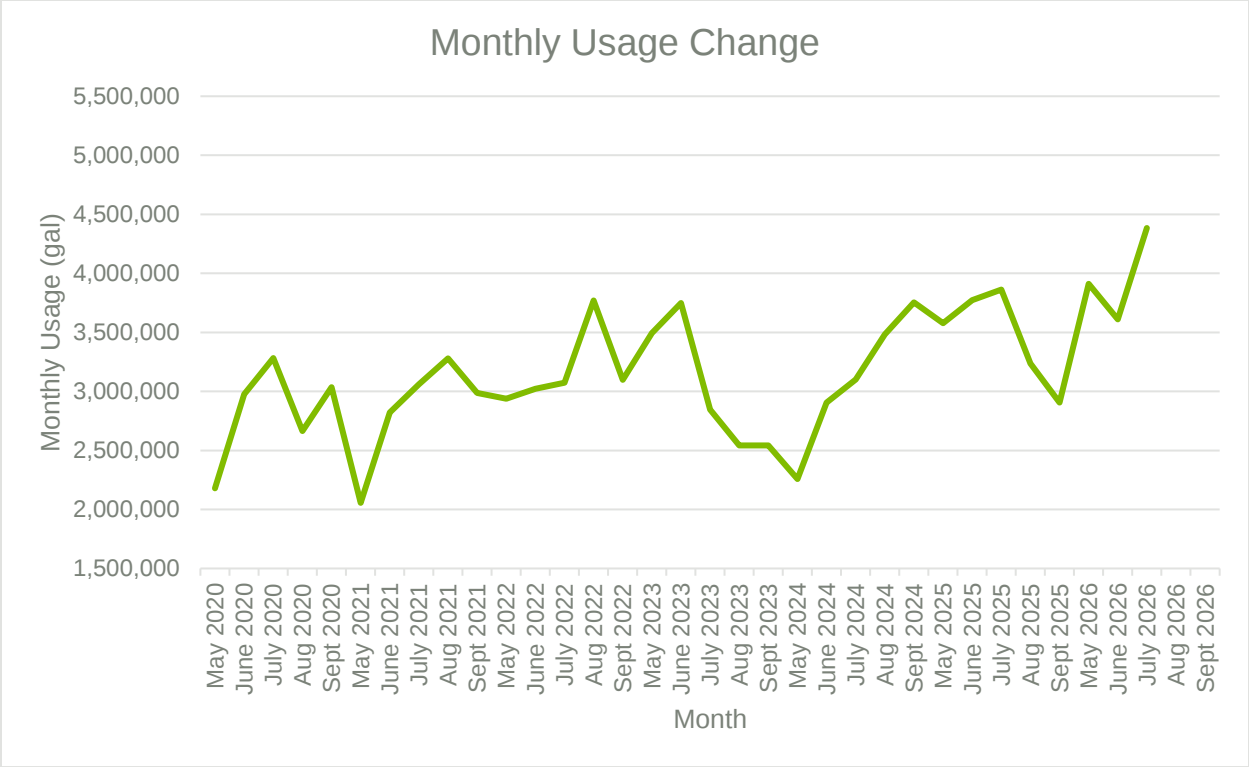
- \$105,000/year for 15 year bond at 3.00%
- Current Levy Rates
 - Bennet: 0.304020
 - Adams: 0.475267
 - Hickman: 0.430992
 - Springfield: 0.500000
- Current village valuation: \$87.5 million
 - Project would require additional 0.11 village levy.
- Projected village valuation: \$103.1 million
 - After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

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

Sincerely,



Brian Schuele, PE



City of Bennet Maintenance Report

August 7, 2026

Water

- Performed our monthly water test at 565 Madison and 610 Cottonwood. Both Passed
- **Pumped 4,384,000 Gallons which up 775,000 from last month. The daily maximum was 182,000 and the low was 95,000. The monthly Average was 141,000.**
- Read all water meters in the city, had 2 shut off
- Locates have still been coming in but have slowed a little bit since last month
Met with Darin Clark with Verisk Public Protection to run flow test on 5 fire hydrants in most at-risk areas.
- Finished Flushing fire hydrants west of Monroe St. and was able to get all of sweetgrass prairie and down Tyler to cottonwood. We have 40 out of the 79 completed and will flush again when it rains so we don't go over on water usage
- Finally got the approval to place Cochran's corner water mains into service, we had to flush again because it had sat for 3 weeks.
- Replaced 4" water main valve at Van Buren and Elm because the valve was broken in the closed position.
- Had water main break on 4" main at Tyler and cottonwood in front of 300 Tyler. It was broke at the coupling. Lovells cut out the coupling and put in a 15" Repair clamp.
- The new water meter we had for the school was finally installed and is programmed
- Ran 6 different water audits this month for excessive water used this month. 2 had water leaks past the meter.

Needs:

- Finish flushing fire hydrants as weather allows us to

Wastewater Treatment Plant/ Sewer

- **Treated 2,404,000 million Gallons which is up 183,000 from last month. Daily high of 121,000 and a low of 62,000, AVG Flow 78,000**
- Took a few ammonia samples to Waverly this month. The first was 3.74ppm which was high to we had to wait a few days to test again before we took our sample. The next one was 2.04ppm so we ended up taking the sample to Omaha the next day. We ended up having to take another sample because we were .04 over on ammonia. The final sample that was taken was .77ppm so we took just the ammonia sample to Omaha
- Completed monthly effluent testing and delivered to the lab in Omaha, we had a slight overage on the Ammonia. It was .04 over. Everything else came back under. We took another ammonia sample at the end of the month and were able to get the average down under our limits.

- Have been working on adjusting the plant to get it to operate correctly after having to put the north side of the plant back online.
- We have been trying to find where we are getting storm water in our sewer system. So far, we have not found the issue. We will be going around after the heavy rain events and pull manholes to see where we are getting the high flows.

Needs:

- Finish Sewer jetting (should be completed within 2 weeks)
- Continue to sewer camera (Start once jetting is completed)

Streets

- Pavers came last week to get all the asphalt work done. They will be coming later this fall to do the concrete work
- Cleaned up scrap steel around old maintenance building and hauled to Alters metal recycling. We had 2 full trailer loads of steel and will have a pickup load of brass and in the next few weeks
- Started pulling old street signpost with the ground not being as hard.

Needs:

- Finish pulling out old street signposts
- Get asphalt cold patch to fix a few potholes

General

- Zito Media called in locates to start in Sweetgrass Prairie, but I have not heard from them since
- Paxton Seem to be doing well mowing during the week and running the refuse site on Saturdays

Needs:

- Nothing new at this time

Dump

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

Needs:

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

Parks and Ballfields

City Park:

- Been staying on top of mowing and weed eating

Needs:

- Seed, fertilize, and possibly aerate in the fall

Whispering Pines:

- Have stayed on top of mowing a weed eating as needed. Have not had any issues this month with thistles

Needs:

-

T-Ball Field:

- Stayed on top of mowing and weed eating
- Sprayed weeds in infield

Needs:

- Replace 2 x 6 boards on bleachers

South Ballfield:

- Stayed on top of mowing and weed eating, we are mowing once a week now since baseball and softball are done for the year.
- We have made j hook anchors to fix the fence that is curled at the bottom. We will install those later in the summer/fall
- Sprayed weeds in infield

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. (This summer)

Jack Fergus

Utilities Superintendent

City of Bennet

8/7/2026