

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 1115

Introduced by Storer, 43.

Read first time January 16, 2026

Committee: General Affairs

1 A BILL FOR AN ACT relating to liquor; to amend sections 53-201, 53-202,
2 53-213, 53-216, 53-217, 53-218, 53-220, 53-221, 53-222, and 53-223,
3 Reissue Revised Statutes of Nebraska; to redefine a term; to exempt
4 microbreweries from certain agreement requirements between beer
5 suppliers and wholesalers; to harmonize provisions; to provide an
6 operative date; and to repeal the original sections.

7 Be it enacted by the people of the State of Nebraska,

1 **Section 1.** Section 53-201, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 53-201 The purpose of sections 53-201 to 53-223 and section 3 of
4 this act is to provide fair, efficient, and competitive distribution of
5 beer by (1) regulating the termination, expiration, and renewal of
6 distribution agreements between beer suppliers and beer wholesalers, (2)
7 promoting a distribution system in which each beer wholesaler will devote
8 reasonable efforts and resources to sales, distribution, and quality
9 control of the beer it sells, (3) promoting the continued availability of
10 good quality beer for the consumers of Nebraska through orderly marketing
11 and vigorous interbrand competition, (4) preventing a beer supplier from
12 unfairly depriving a beer wholesaler of the value of the investment the
13 wholesaler made in its business in terms of money, time, effort, and
14 skill, and (5) controlling the sale of malt beverages in this state and
15 facilitating the lawful and orderly marketing of malt beverages pursuant
16 to the police powers of this state.

17 **Sec. 2.** Section 53-202, Reissue Revised Statutes of Nebraska, is
18 amended to read:

19 53-202 For purposes of sections 53-201 to 53-223 and section 3 of
20 this act, the definitions found in sections 53-203 to 53-215 shall be
21 used.

22 **Sec. 3.** (1) Sections 53-201 to 53-223 shall not apply to any
23 agreement entered into, amended, or renewed on or after the operative
24 date of this act between a microbrewery as defined in section 53-103.21
25 and a wholesaler.

26 (2) Any agreement between a microbrewery as defined in section
27 53-103.21 and a wholesaler that is in existence prior to the operative
28 date of this act and that is continuous in nature or that has no specific
29 duration or renewal provision shall be deemed terminated on October 1,
30 2027, unless the parties enter into a new written agreement prior to such
31 date. Such new written agreement shall be subject to subsection (1) of

1 this section.

2 **Sec. 4.** Section 53-213, Reissue Revised Statutes of Nebraska, is
3 amended to read:

4 53-213 Supplier shall mean a manufacturer or importer of beer
5 licensed by the State of Nebraska. Supplier does not include a
6 microbrewery as defined in section 53-103.21.

7 **Sec. 5.** Section 53-216, Reissue Revised Statutes of Nebraska, is
8 amended to read:

9 53-216 A supplier shall not:

10 (1) Fail to provide each wholesaler of the supplier's brand or
11 brands with a written agreement which contains the entire agreement with
12 the wholesaler and designates a specific, exclusive sales territory. Any
13 agreement which is in existence on April 18, 1989, shall be renewed in a
14 manner consistent with sections 53-201 to 53-223 and section 3 of this
15 act, and the provisions of such sections may be incorporated by reference
16 in the agreement. Nothing in such sections shall prevent a supplier from
17 making a one-time appointment, for a period not to exceed ninety days, of
18 a wholesaler to temporarily service a sales territory not designated to
19 another wholesaler until such time as a wholesaler is appointed by the
20 supplier. The wholesaler who is designated to service the sales territory
21 during the period of temporary service shall not be in violation of such
22 sections and, with respect to the temporary sales territory, shall not
23 have any of the rights provided under sections 53-218 and 53-220. The
24 temporary service period may be extended beyond ninety days by the
25 Nebraska Liquor Control Commission if justifiable circumstances exist as
26 determined by the commission;

27 (2) Fix, maintain, establish, or unduly influence the price at which
28 a wholesaler shall be required to sell any beer;

29 (3) Enter into an additional agreement with any other wholesaler for
30 or to sell to any other wholesaler the same brand or brands of beer in
31 the same sales territory or any portion thereof or to sell directly to

1 any retailer in this state;

2 (4) Coerce or attempt to coerce any wholesaler to accept delivery of
3 any beer or other commodity which has not been ordered by the wholesaler,
4 except that a supplier may impose reasonable inventory requirements upon
5 a wholesaler if the requirements are made in good faith and are generally
6 applied to other similarly situated Nebraska wholesalers having an
7 agreement with the supplier;

8 (5) Coerce or attempt to coerce any wholesaler to accept delivery of
9 any beer or other commodity ordered by a wholesaler if the order was
10 canceled by the wholesaler in accordance with acceptable procedures;

11 (6) Coerce or attempt to coerce any wholesaler to do any illegal act
12 or to violate any law, rule, or regulation by threatening to amend,
13 modify, cancel, terminate, or refuse to renew any agreement existing
14 between the supplier and wholesaler;

15 (7) Require a wholesaler to assent to any condition, stipulation, or
16 provision limiting the wholesaler's right to sell the brand or brands of
17 beer or other products of any other supplier unless the acquisition of
18 the brand or brands or products of another supplier would materially
19 impair or adversely affect the wholesaler's quality of service, sales, or
20 ability to compete effectively in representing the brand or brands of the
21 supplier presently being sold by the wholesaler. The supplier shall have
22 the burden of proving that such acquisition of such other brand or brands
23 or products would have such effect;

24 (8) Require a wholesaler to purchase one or more brands of beer or
25 other products in order for the wholesaler to purchase another brand or
26 brands of beer for any reason. A wholesaler that has agreed to distribute
27 a brand or brands before April 18, 1989, shall continue to distribute the
28 brand or brands in conformance with sections 53-201 to 53-223 and section
29 3 of this act;

30 (9) Require a wholesaler to submit audited profit and loss
31 statements, audited balance sheets, or audited financial records as a

1 condition of renewal or continuation of an agreement. A supplier may
2 require profit and loss statements, balance sheets, or financial records
3 which are certified by the wholesaler or an officer thereof;

4 (10) Coerce, compel, or require a wholesaler to provide or divulge
5 specific information regarding the wholesaler's individual accounts or
6 customers or his or her exclusive relationship with them or coerce,
7 compel, or require a wholesaler to provide specific information
8 concerning competitive brands;

9 (11) Use the threat of losing or withholding its credit as a means
10 of compelling a wholesaler to standards of performance in any area of
11 business except that area directly relating to credit;

12 (12) Withhold delivery of beer ordered by a wholesaler or change a
13 wholesaler's quota of a brand or brands if the withholding or change is
14 not made in good faith;

15 (13) Require a wholesaler by any means directly to participate in or
16 contribute to any local or national advertising fund controlled, directly
17 or indirectly, by a supplier;

18 (14) Willfully discriminate, directly or indirectly, in price,
19 programs, or terms of sale offered to franchisees if the effect of such
20 discrimination may be to substantially lessen competition or to give to
21 one holder of a franchise any economic, business, or competitive
22 advantage not offered to all holders of the same or similar franchise.
23 This subdivision shall not govern dock prices;

24 (15) Take any action against a wholesaler who files a complaint
25 regarding an alleged violation by the supplier of a federal, state, or
26 local law, rule, or regulation in retaliation for such complaint;

27 (16) Restrict or inhibit, directly or indirectly, the right of free
28 association among wholesalers for any lawful purpose;

29 (17) Require or prohibit, without just cause, any change in the
30 manager or successor manager of any wholesaler who has been approved by
31 the supplier as of or subsequent to April 18, 1989. If a wholesaler

1 changes an approved manager or successor manager, a supplier shall not
2 require or prohibit the change unless the person selected by the
3 wholesaler fails to meet the reasonable qualifications for managers of
4 Nebraska wholesalers of the supplier, which reasonable qualifications
5 previously have been consistently applied to similarly situated Nebraska
6 wholesalers by the supplier. The supplier shall have the burden of
7 proving that such person fails to meet such reasonable qualifications and
8 that the qualifications have been consistently applied to similarly
9 situated Nebraska wholesalers;

10 (18) Upon written notice of intent to transfer the wholesaler's
11 business, interfere with, prevent, or unreasonably delay for a period of
12 sixty days or more the transfer of the wholesaler's business if the
13 proposed transferee is a designated member; or

14 (19) Upon written notice of intent to transfer the wholesaler's
15 business other than to a designated member, withhold consent to or
16 approval of, or unreasonably delay for a period of sixty days or more
17 after receipt of all material information reasonably requested of the
18 wholesaler a response to a request by the wholesaler for, any transfer of
19 a wholesaler's business if the proposed transferee meets the reasonable
20 qualifications required by the supplier for similarly situated Nebraska
21 wholesalers. The supplier shall have the burden of proving that the
22 proposed transferee fails to meet such reasonable qualifications and that
23 the qualifications have been consistently applied to similarly situated
24 Nebraska wholesalers.

25 **Sec. 6.** Section 53-217, Reissue Revised Statutes of Nebraska, is
26 amended to read:

27 53-217 A wholesaler shall not:

28 (1) Fail to devote such efforts as are required in the agreement
29 between the supplier and wholesaler within the supplier's designated
30 sales territory relating to the sale and distribution of the supplier's
31 brand or brands of beer which the wholesaler has been granted the right

1 to sell or distribute;

2 (2) Sell or deliver beer to a retail licensee located outside the
3 sales territory designated to the wholesaler by the supplier of a
4 particular brand or brands of beer, except that during a period of
5 temporary service interruption impacting a particular sales territory, a
6 wholesaler who normally services the impacted sales territory shall file
7 with the Nebraska Liquor Control Commission and give to the affected
8 supplier written notice designating the specific wholesaler or
9 wholesalers, not disapproved by the supplier, who will service the sales
10 territory during the period of temporary service interruption and the
11 approximate length of time of the service interruption. Each wholesaler
12 designated to temporarily service a sales territory shall be a wholesaler
13 who has a current agreement with a supplier for the brand or brands
14 affected. When the temporary service interruption is over, the wholesaler
15 who normally services the sales territory shall notify the commission,
16 the supplier, and the wholesaler or wholesalers servicing the sales
17 territory on a temporary basis of this fact in writing, and any
18 wholesaler servicing the sales territory on a temporary basis shall cease
19 servicing the sales territory upon receipt of the notice. A wholesaler
20 who is designated to service a sales territory during a period of
21 temporary service shall not be in violation of sections 53-201 to 53-223
22 and section 3 of this act and, with respect to the sales territory, shall
23 not have any of the rights provided under sections 53-218 and 53-220; or

24 (3) Transfer his or her business without giving the supplier written
25 notice of intent to transfer the business and, when required by sections
26 53-201 to 53-223 and section 3 of this act, receiving the supplier's
27 approval for the proposed transfer. Consent or approval from the supplier
28 shall not be required for any transfer of the wholesaler's business to a
29 designated member or any transfer of less than control of the
30 wholesaler's business. The wholesaler shall give the supplier written
31 notice of any change in ownership of the wholesaler.

1 **Sec. 7.** Section 53-218, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 53-218 (1) Notwithstanding any agreement and except as otherwise
4 provided for in sections 53-201 to 53-223 and section 3 of this act, a
5 supplier shall not amend or modify an agreement, cause a wholesaler to
6 resign from an agreement, or cancel, terminate, fail to renew, or refuse
7 to continue under an agreement unless the supplier has:

8 (a) Satisfied the applicable notice requirements of subsection (3)
9 of this section;

10 (b) Acted in good faith; and

11 (c) Good cause for the amendment, modification, forced resignation,
12 cancellation, termination, nonrenewal, or discontinuance.

13 (2) For each amendment, modification, cancellation, termination,
14 nonrenewal, or discontinuance, the supplier shall have the burden of
15 proving that it has acted in good faith, that the notice requirements
16 under this section have been complied with, and that there was good cause
17 for the amendment, modification, cancellation, termination, nonrenewal,
18 or discontinuance.

19 (3) Notwithstanding any agreement and except as to new products and
20 as otherwise provided in this section and in addition to the time limits
21 set forth in subdivision (4)(e) of this section, the supplier shall
22 furnish written notice of the amendment, modification, cancellation,
23 termination, nonrenewal, or discontinuance of an agreement to the
24 wholesaler not less than thirty days before the effective date of the
25 amendment, modification, cancellation, termination, nonrenewal, or
26 discontinuance. The notice shall be sent by certified mail and shall
27 contain:

28 (a) A statement of intention to amend, modify, cancel, terminate,
29 not renew, or discontinue the agreement;

30 (b) A statement of the reason for the amendment, modification,
31 cancellation, termination, nonrenewal, or discontinuance; and

1 (c) The date on which the amendment, modification, cancellation,
2 termination, nonrenewal, or discontinuance shall take effect.

3 (4) Notwithstanding any agreement, good cause shall exist for the
4 purposes of a cancellation, termination, nonrenewal, or discontinuance
5 under subdivision (1)(c) of this section when:

6 (a) There is a failure by the wholesaler to comply with a provision
7 of the agreement which is both reasonable and of material significance to
8 the business relationship between the wholesaler and the supplier;

9 (b) The supplier first acquired knowledge of the failure described
10 in subdivision (a) of this subsection not more than twenty-four months
11 before the date notification was given pursuant to subsection (3) of this
12 section;

13 (c) The wholesaler was given notice by the supplier of failure to
14 comply with the agreement within twenty-four months of such failure;

15 (d) The wholesaler was afforded a reasonable opportunity to assert
16 good faith efforts to comply with the agreement within the time limits
17 provided for in subdivision (e) of this subsection; and

18 (e) The wholesaler has been afforded thirty days in which to submit
19 a plan of corrective action to comply with the agreement and an
20 additional ninety days to cure such noncompliance in accordance with the
21 plan.

22 (5) Notwithstanding subsections (1) and (3) of this section, a
23 supplier may cancel, terminate, fail to renew, or discontinue an
24 agreement immediately upon written notice given in the manner and
25 containing the information required by subsection (3) of this section if:

26 (a) The wholesaler becomes insolvent, files or has filed against it
27 a petition under any bankruptcy or receivership law, makes an assignment
28 for the benefit of creditors, or is dissolved or liquidated and such
29 action materially affects the wholesaler's ability to remain in business;

30 (b) The wholesaler's state or federal license is revoked or
31 suspended by the appropriate regulatory agency and the wholesaler cannot

1 service the wholesaler's sales territory for more than sixty-one days;

2 (c) The wholesaler or a partner, a member, or an individual who owns
3 ten percent or more of the partnership, the limited liability company, or
4 the stock of a corporate wholesaler has been convicted of a felony under
5 the United States Code or the laws of any state which reasonably may
6 adversely affect the goodwill or interest of the wholesaler or supplier.
7 An existing stockholder, partner, or member or a designated member shall
8 have, subject to the provisions of sections 53-201 to 53-223 and section
9 3 of this act, the right to purchase the partnership interest, the
10 limited liability company member interest, or the stock of the offending
11 partner or stockholder, and if the sale is completed prior to conviction,
12 the provisions of this subdivision shall not apply; or

13 (d) The supplier and wholesaler agree to a termination.

14 (6) Notwithstanding subsections (1), (3), and (4) of this section,
15 upon not less than fifteen days' written notice given in the manner and
16 containing the information required by subsection (3) of this section, a
17 supplier may cancel, terminate, fail to renew, or discontinue an
18 agreement if:

19 (a) There was intentional fraudulent conduct relating to a material
20 matter on the part of the wholesaler in dealings with the supplier or its
21 producers. The supplier shall have the burden of proving intentional
22 fraudulent conduct relating to a material matter on the part of the
23 wholesaler;

24 (b) The wholesaler failed to confine its sales of a brand or brands
25 to retailers in its designated sales territory. This subdivision shall
26 not apply if there is a dispute between two or more wholesalers as to the
27 boundaries of the assigned territory and the boundaries cannot be
28 determined by a reading of the description contained in the agreements
29 between the supplier and the wholesalers;

30 (c) A wholesaler who has failed to pay for beer ordered and
31 delivered in accordance with established terms with the supplier fails to

1 make full payment within two business days after receipt of written
2 notice of the delinquency and demand for immediate payment from the
3 supplier;

4 (d) A wholesaler intentionally has made a transfer of the
5 wholesaler's business, other than a transfer to a designated member or
6 pursuant to a loan agreement or debt instrument, without prior written
7 notice to the supplier and has failed, within thirty days from the
8 receipt of written notice from the supplier of its intent to terminate on
9 the ground of such transfer, to reverse the transfer of the wholesaler's
10 business;

11 (e) A wholesaler intentionally has made a transfer of his or her
12 business, other than a transfer to a designated member, although the
13 wholesaler has prior to the transfer received from the supplier a timely
14 notice of disapproval of the transfer in accordance with sections 53-201
15 to 53-223 and section 3 of this act; or

16 (f) The wholesaler intentionally ceases or ceases for a period of
17 more than thirty-one days to carry on business with respect to any of the
18 supplier's brand or brands previously serviced by a wholesaler in its
19 sales territory designated by the supplier unless such cessation is due
20 to a force beyond the control of the wholesaler or to a labor dispute and
21 the wholesaler has made good faith efforts to overcome such events. This
22 subdivision shall affect only that brand or brands with respect to which
23 the wholesaler ceased to carry on business.

24 (7) Notwithstanding subsections (1), (3), (5), and (6) of this
25 section, a supplier may cancel, terminate, not renew, or discontinue an
26 agreement upon not less than thirty days' written notice if the supplier
27 discontinues production or discontinues distribution in this state of all
28 the brands sold by the supplier to the wholesaler. Nothing in this
29 section shall prohibit a supplier from (a) upon not less than thirty
30 days' written notice, discontinuing the distribution of any particular
31 brand or package of beer or (b) conducting test marketing of a new brand

1 of beer or of a brand of beer which is not currently being sold in this
2 state if the supplier has notified the Nebraska Liquor Control Commission
3 in writing of its plans to test market. The notice to the commission
4 shall describe the market area in which the test will be conducted, the
5 name or names of the wholesaler or wholesalers who will be selling the
6 beer, the name or names of the brand of beer being tested, and the period
7 of time, not to exceed eighteen months, during which the testing will
8 take place.

9 (8) Each wholesaler who sells beer to a retailer in this state shall
10 service for the purpose of quality control all the beer it sells to that
11 retailer. Each wholesaler shall, to the extent permitted by the Nebraska
12 Liquor Control Act and the rules and regulations adopted and promulgated
13 pursuant to such act:

14 (a) Rotate the beer it sold to a retailer no less frequently than
15 may be specified from time to time by the brand owner so that beer
16 produced first will be sold first;

17 (b) Clean and maintain tap equipment and provide related services as
18 may be specified from time to time by the brand owner;

19 (c) Remove and replace with the same kind of beer any beer it sold
20 to a retailer which has not been resold to a consumer within the time
21 limits specified by the brand owner; and

22 (d) Provide whatever additional quality control services and comply
23 with whatever additional quality control requirements are specified in
24 writing from time to time by the brand owner, subject to the conditions
25 that those services and requirements are reasonable and are reasonably
26 related to promotion of quality control and that the wholesaler has
27 received written notice of the services to be provided and the
28 requirements to be satisfied and has been granted a reasonable time
29 within which to comply.

30 (9) Except in the event of a temporary service interruption, a
31 wholesaler shall not sell beer (a) to a retailer who does not have a

1 location within the wholesaler's sales territory at which the retailer is
2 entitled to resell beer to consumers or who the wholesaler knows or
3 reasonably should know does not have a location within the wholesaler's
4 sales territory at which the retailer is entitled to resell beer or (b)
5 to any person who the wholesaler has reason to believe will sell or
6 supply all or part of such beer to any retailer who does not have a
7 location within the wholesaler's sales territory at which the retailer is
8 entitled to resell beer. During a period of temporary service
9 interruption impacting a particular wholesaler's sales territory, the
10 wholesaler who normally services the sales territory shall file with the
11 Nebraska Liquor Control Commission and serve on his or her suppliers a
12 written notice stating that a temporary service interruption has occurred
13 and indicating the anticipated duration of the temporary service
14 interruption. After receiving such notice the supplier may designate
15 another wholesaler or wholesalers to service the sales territory during
16 the period of temporary service interruption. After the temporary service
17 interruption, the wholesaler who normally services the sales territory
18 shall file with the commission and serve on each wholesaler providing
19 temporary service and each supplier a written notice stating that the
20 temporary service interruption has ended. Each wholesaler providing
21 temporary service shall cease servicing the sales territory after
22 receiving such notice.

23 **Sec. 8.** Section 53-220, Reissue Revised Statutes of Nebraska, is
24 amended to read:

25 53-220 A supplier that, in violation of section 53-218 or 53-219,
26 (1) has amended, modified, canceled, terminated, or refused to renew any
27 agreement, (2) has caused a wholesaler to resign from an agreement, or
28 (3) has interfered with, prevented, or unreasonably delayed or, when
29 required by sections 53-201 to 53-223 and section 3 of this act, has
30 unreasonably withheld or unreasonably delayed consent to or approval of
31 any assignment or transfer of a wholesaler's business shall pay the

1 wholesaler reasonable compensation for the diminished value of the
2 wholesaler's business, including any ancillary business which has been
3 negatively affected by the act of the supplier. The value of the
4 wholesaler's business or ancillary business shall include, but not be
5 limited to, any goodwill. Nothing in such sections shall give rise to a
6 claim against the supplier or wholesaler by any proposed purchaser of the
7 wholesaler's business.

8 **Sec. 9.** Section 53-221, Reissue Revised Statutes of Nebraska, is
9 amended to read:

10 53-221 A wholesaler may not waive any of the rights granted in
11 sections 53-201 to 53-223 and section 3 of this act, and the provisions
12 of any agreement which would have such an effect shall be null and void.
13 Nothing in such sections shall be construed to limit or prohibit good
14 faith dispute settlements voluntarily entered into by the parties.

15 **Sec. 10.** Section 53-222, Reissue Revised Statutes of Nebraska, is
16 amended to read:

17 53-222 (1) Sections 53-201 to 53-223 and section 3 of this act shall
18 apply to agreements in existence on April 18, 1989, and agreements
19 entered into or renewed after such date.

20 (2) A transferee of a wholesaler that continues in business as a
21 wholesaler shall have the benefit of and be bound by all terms and
22 conditions of the agreement with the supplier in effect on the date of
23 the transfer. A transfer of a wholesaler's business which requires the
24 supplier's consent or approval but is disapproved by the supplier shall
25 be null and void.

26 (3) A successor to a supplier that continues in business as a
27 supplier shall be bound by all terms and conditions of each distribution
28 agreement that the predecessor was a party to at the time of transfer
29 with respect to each brand the successor continues to make available for
30 sale in this state.

31 **Sec. 11.** Section 53-223, Reissue Revised Statutes of Nebraska, is

1 amended to read:

2 53-223 (1) If a supplier engages in conduct prohibited under
3 sections 53-201 to 53-223 and section 3 of this act, a wholesaler with
4 whom the supplier has an agreement may maintain a civil action against
5 the supplier to recover actual damages reasonably incurred as the result
6 of the prohibited conduct. If a wholesaler engages in conduct prohibited
7 under such sections, a supplier with whom the wholesaler has an agreement
8 may maintain a civil action against the wholesaler to recover actual
9 damages reasonably incurred as the result of the prohibited conduct.

10 (2) A supplier who violates any provision of such sections shall be
11 liable for all actual damages, all court costs, and, in the court's
12 discretion, reasonable attorney's fees incurred by a wholesaler as a
13 result of the violation. A wholesaler who violates any provision of such
14 sections shall be liable for all actual damages, all court costs, and, in
15 the court's discretion, reasonable attorney's fees incurred by the
16 supplier as a result of the violation.

17 (3) A supplier or wholesaler may bring an action for declaratory
18 judgment for determination of any controversy arising pursuant to such
19 sections.

20 (4) Upon proper application to the court, a supplier or wholesaler
21 may obtain injunctive relief against any violation of such sections. If
22 the court grants injunctive relief or issues a temporary restraining
23 order, bond shall be posted.

24 (5) The remedies provided by such sections are not exclusive, and
25 nothing contained in such sections shall abolish any cause of action or
26 remedy available to the supplier or the wholesaler existing on April 18,
27 1989.

28 (6) Any legal action taken under such sections or relating to a
29 dispute arising out of an agreement or breach thereof or over the
30 provisions of an agreement shall be filed in a state or federal court
31 located in Nebraska, which state court is located in, or which federal

1 court has jurisdiction and venue of, the county in which the wholesaler
2 maintains its principal place of business in this state.

3 **Sec. 12.** This act becomes operative on October 1, 2026.

4 **Sec. 13.** Original sections 53-201, 53-202, 53-213, 53-216, 53-217,
5 53-218, 53-220, 53-221, 53-222, and 53-223, Reissue Revised Statutes of
6 Nebraska, are repealed.