

Agenda  
Yutan City Council  
Tuesday, November 21, 2023  
7:00 P.M. – Yutan City Hall  
112 Vine St, Yutan NE 68073

The mayor and city council reserve the right to enter into a closed session per Section 84-1410 of Nebraska State law. The sequencing of agenda items is provided as a courtesy; the mayor and city council reserve the right to address each item in any sequence they see fit.

- 7:00 Meeting to Order  
Statement from the Mayor Regarding the Posted Location of Open Meetings Act  
Statement from the Mayor Regarding the Meeting Code of Conduct  
Roll Call  
Pledge of Allegiance
- 1) **Consent Agenda**
    - a. Approve Minutes of October 17th, 2023 Regular Meeting
    - b. Treasurer's Report
    - c. Claims
  
  - 2) **Open Discussion from the Public**
    - a. Those wishing to speak on agenda items or other items relating to city business, not on the agenda may speak at this time only. Speakers must sign in with the Clerk or Administrator prior to the commencement of the meeting. Each speaker will be limited to three minutes. No action will be taken on these discussion items at this time.
  
  - 3) **Presentation From Guests**
    - a. Clint Simmons, League Association of Risk Management (LARM) - City insurance coverage.
  
  - 4) **Resolutions**
    - a. Resolution 2023-8 Year-end Certification of City Street Superintendent
  
  - 5) **Other Action Items**
    - a. Appointment of Steve Parr, JEO Consulting Group, as City Street Superintendent
    - b. Pay Application #15 Midtown Plumbing
    - c. Change Order #6 Midtown Plumbing
    - d. Acceptance of Certificate of Substantial Completion Midtown Plumbing
    - e. Change Order #4 Eriksen Construction
    - f. Pay Application #10 Eriksen Construction
    - g. Acceptance of Certificate of Substantial Completion For Eriksen Construction
    - h. Consideration of Agreement with JEO to Manage Street Repairs - Brent Ciecior, JEO
    - i. Consideration of Dump Trailer Purchase

- j. Consideration of Sale of Old Police Cruiser
- k. Consideration of a second structure on one industrial lot for Trent Gumm at 522 CR M.

**6) Discussion Items**

- a. Annexation Proposal/Utility Extension - AJAT Acres
- b. Old generator sale or best use

**7) Supervisor Reports**

- a. Library Director
- b. Utility Superintendent
- c. Police Chief
- d. City Administrator

**8) Items for Next Meeting Agenda**

**Meeting Adjourned**

**NEXT MEETING DATEs**

**Planning Commission - December 12, 2023, 6:00 P.M.**  
**City Council Meeting - December 19th, 2023, 7:00 P.M.**

Anyone desiring to speak before the mayor and city council should contact the city clerk by the Monday preceding the city council meeting by 4:00 p.m. Anyone desiring to speak on any item on the agenda is invited to do so but should limit himself/herself to 3 minutes. After being recognized by the mayor, give your name and address for the record. Anyone desiring to speak for a longer period of time should make arrangements with the city clerk prior to the meeting. All speakers shall address the mayor and city council only. Anyone attending the meeting who may require auxiliary aid or service should contact the city clerk in advance.

Yutan City Council  
Tuesday, October 17, 2023  
7:00 p.m. Yutan City Hall

EXTRACT FROM MINUTES OF A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN, IN THE COUNTY OF SAUNDERS, STATE OF NEBRASKA HELD AT THE CITY OFFICE IN SAID CITY ON THE 17th DAY OF OCTOBER 2023, AT 7:00 p.m.

Notice of the meeting was given in advance thereof by posting notice, a designated method for giving notice, as shown by the Affidavit of Publication and Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to Mayor Kelly and all members of the Yutan City Council, and a copy of their acknowledgment of receipt of the notice and the agenda is attached to these minutes. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

The meeting was called to order at 7:00 p.m. by Mayor Kelly. Councilmembers Schimenti, Chittenden, Peterson, and Thompson were present. Mayor Kelly informed all the individuals present of the location of the Open Meetings Act and Code of Conduct. The meeting was opened with the Pledge of Allegiance.

**1) Consent Agenda**

- a. Approve Minutes of the September 19, Special Meeting
- b. Approve Minutes of the September 19, Regular Meeting
- c. Treasurer's Report
- d. Claims - **ARCS-LLC** \$84.00; **Canon** \$160.00; **Capital** \$283.50; **Cardmember Service** \$1,486.87; **Corporate Warehouse Supply** \$1,559.65; **Cubby's** \$550.52; **Culligan** \$97.75; **D&T Shirtfield, LLC** \$396.44; **Deluxe** \$1,381.52; **Drop In LLC** \$1,264.38; **Eakes** \$1,098.40; **ECS** \$287.80; **Engle, Vicki** \$270.00; **Filament Essential Services** \$2,400.00; **Frontier Cooperative** \$1,560.48; **Hannan, Alex** \$1,851.67; **Heaton, CJ** \$323.57; **Hodgman, Kathryn** \$70.29; **IBTS** \$300.00; **Industrial Sales** \$117.15; **Jeff Subbert Irrigation LLC** \$500.15; **JEO Consulting Group** \$9,895.00; **John Deere Financial** \$15.09; **Jumpers4you** \$1,290.00; **Lincoln Financial Group** \$372.06; **Lowe's** \$323.39; **Metropolitan Utilities District** \$92.00; **Nau County** \$471.00; **NE County/City Lottery Tax Return** \$ 3,445.56; **Nebraska Law Enforcement Training Center** \$525.00; **NMC Cat** \$225.00; **Nebraska Municipal Clerks Association** \$100.00; **Nebraska Rural Water Association** \$275.00; **Ne Public Health Environmental Lab** \$427.00; **OPPD** \$4,646.04, **Power Manager** \$7,088.55; **Pitney Bowes Purchase Power** \$298.01, **Read Aloud Nebraska** \$17.50; **RoadRunner Transportation LLC** \$322.50; **Spectra Associates, INC.** \$520.00; **Three Rivers Clerks Association** \$10.00; **Time Management Systems** \$137.50, **U.S.Cellular** \$91.40; **Van Ackeren, Laurie** \$380.08; **Village of Mead** \$287.56; **Water Engineering Inc.** \$45.55; **Total w/o Payroll** \$47,290.93; **Payroll** \$33,472.93; **Total w/Payroll** \$80,763.86.

A motion to approve the Consent Agenda was made by Thompson and Seconded by Chittenden. Upon Roll call the vote was as follows YEAH: Thomspsons, Schimenti,

Chittenden, Peterson. NO: None, Motion Carried

**2) Other Action Items**

- a. Pay Application #9 Eriksen Construction in the amount of \$286,987.90.
  - i. A motion to approve Pay Application #9 to Eriksen Construction in the amount of \$286,987.90 was made by Chittenden and Seconded by Thompson. Upon Roll call the vote was as follows: YEAH: Schimenti, Chittenden, Peterson, Thompson. NO: None. Motion Carried
  
- b. Change Order #3 Eriksen Construction in the amount of \$7003.81.
  - i. A motion to approve Change Order #3 to Erikson Construction in the amount of \$7003.81 was made by Thompson and Seconded by Schimenti. Upon Roll call the vote was as follows: YEAH: Chittenden, Peterson, Thompson, Schimenti. NO: None. Motion Carried
  
- c. Employee Manual Updates
  - i. Administrator Heaton explained the different changes which will be made to the employee manual, such as uniforms for utility workers and office staff. Heaton also stated which certificates will receive extra compensation. The last thing administrator Heaton touched on was the per diem for employees when they are on trips for the city and was looking for input from the Council on this topic. Council member Peterson stated that she would like to make sure that she is seeing receipts provided for these expenditures. Council member Thompson stated that he is the opposite and is fine with just doing cash and letting the employee be responsible for the spending. Council member Schimenti said that he is fine with paying employees the federal rate for per diem. Council members agreed that uniforms would be good for employees so that citizens know who is working for the City. Council member Schimenti is not for having set uniforms for all employees and does not think that they need to wear clothing labels with the City of Yutan on it.
  - ii. A motion to approve the Employee Manual Updates was made by Thompson and Seconded by Chittenden. Upon Roll call the vote was as follows: Yeah: Peterson, Thompson, Chittenden NO: Schimenti. Motion Carried
  
- d. Consideration of Dump Trailer bids
  - i. Administrator Heaton presented bids for the consideration of a new dump trailer. Council member Thompson asked why we need a dump trailer when we have a dump truck, when we could just get a utility trailer. Utility Superintendent Woster stated that they would be able to carry more with the dump trailer and dump truck together and not have to make multiple trips. Council member Thompson just wants to make sure that we are not putting our needs before our wants. Council member Peterson asked if we could go in with the school on the cost. Council member Thompson asked if the utility workers had their CDL due to the restrictions when it comes to weight. Council member Chittenden is concerned about loading the mower into the dump trailers due to the ramps being too steep.



A motion to table the purchase of dump trailers and look into utility trailers and the cost/research of a CDL was made by Chittenden and Seconded by Thompson. Upon Roll call the vote was as follows: YEAH: Thompson, Schimenti, Chittenden, Peterson. NO: None. Motion Carried

- e. Consideration of Bids for Lift Station Roof
  - i. Administrator Heaton presented the differences in the bids for the roofs of the Lift Station.
  - ii. A motion to approve the bid from JustinCase for the Lift Station Roof in the amount of \$9977.00 was made by Thompson and Seconded by Chittenden.. Upon Roll call vote was as follows: YEAH: Schimenti, Chittenden, Peterson, Thompson No: None. Motion Carried

### 3) Discussion Items

- a. Community Engagement Coordinator Job Description
  - i. Administration Heaton just wanted to clarify with the Council about the new job that was just listed and what would be expected of the new employee. Heaton also stated that the new employee would work with our current building inspectors and be certified in building inspections before they were allowed to work on their own. Heaton also stated that the building inspection would just be a small part of this job, they would also be making sure that they are handling all the new monthly submissions to the county that need to be made. Administrator Heaton also clarified the code enforcement side of this job and making sure that they are followed through on and making sure that everything is being documented correctly. Heaton also stated that the new position would be doing a lot of administrative work throughout the office. Council member Peterson would prefer to keep the building inspector part contracted out with another company. Council member Thompson and Administrator Heaton stated that lately the inspections have been through facetime not in person. Council member Peterson wants to make sure that it is laid out that the first six months are training. Council member Schimenti asked how do you lay this job out to a future applicant.

### 4) Supervisor Reports

- a. Library Director-submitted
- b. Utility Superintendent-submitted
  - i. Council member Thompson asked about the hoses on the hydrants and asked for clarification on the trading in and buying of a new mower. Utility Superintendent Woster stated that they are willing to do a trade in on a mower and that they will hold on to a new one until next mowing season. Council member Chittenden stated that he would like to stagger the purchasing of equipment and we are not constantly spending money every few years.
- c. Police Chief-not submitted
- d. City Administrator-submitted
- e.

**Meeting Adjourned**

A motion to adjourn the meeting at 8:32pm was made by Schimenti and seconded by Chittenden. Upon Roll call vote was as follows: YEAH: Chittenden, Peterson, Thompson, Schimenti NO: None. Motion Carried

**NEXT MEETING DATEs**

**Park Board - November 10th, 2023, 6:00 P.M.**

**Planning Commission - November 14, 2023, 6:00 P.M.**

**City Council Meeting - November 21st, 2023, 7:00 P.M.**

Mike Kelly, Mayor

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Brandy Gahan, City Clerk


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Vender	Amount	Discription	Account
ARCS-LLC	\$90.00	Google Workspace accounts	10310
Benefit Plans Inc.	\$172.50	401(K) Annual Plan	10240
Canon Financial Services Inc.	\$59.29	Ocotber Printer Lease	10680
Capital Business Systems, Inc	\$148.75	Office Phones	10680, 10080, 90080, 11080
Cardmember Services	\$3,209.81	Multiple Projects for library, office, police, and utilities	Multiple
CPR Associates	\$240.00	Police CPR training	11280
Colonial Research	\$1,282.20	Sewer Supplies	90260
Cubbys	\$590.99	October Gas bill	20240, 80240, 90240, 11240
Culligan	\$74.24	Water for office, library, and shop	10260, 13260, 20260, 80260, 90260
DataShield	\$56.00	Office Shredding	10260
Eakes Office Solutions	\$886.39	Office Supplies, Library Supplies, and Website	10310, 13260, 10260
ECS Technology Solutions	\$243.80	Monthly Technology Support	10310
Engel, Vicki	\$270.00	Office Cleaning	10260
First State Bank	\$22,542.14	Cedar Drive Asphalt Overlay	33060
First State Bank	\$19,170.62	Dump Truck/County Road 5 Loan	33040
Great Plains Uniforms LLC	\$90.00	Police Uniforms	11250
JEO Consulting Group	\$10,392.50	Multiple Projects	10290, 90960, 80790
JustinCase Enterprises	\$10,169.00	Lift Station Roof and Fascia for library	13150, 90980
Konecky Oil Company	\$274.55	Early Fuel Evaporation Valve	20650
Lincoln National Life Insurance Company	\$375.60	Employee Life Insurance	10240
Lowes	\$893.67	supplies for CRA and shop	14390, 20260, 80260, 14260, 90260
Metropolitan Utilities District	\$102.99	Gas Utilities for the shop and office	10110, 20820
Nebraska Department of Environment and Energy	\$403.75	Tim Jacoby water school and license	80280
Nebraska Public Health Environment Lab	\$246.00	Water Testing	80640
Nebraska Rural Water Association	\$350.00	Valve Machine Usage and Upkeep	80690
Odeys	\$207.69	Whisk Plug Bucket	14390
One Call Concepts Inc	\$27.12	Location services	80270
OOP Inc	\$2,047.50	Seed for ballfields and CRA	14390
OPPD	\$4,460.31	Ocotber Utility Bill	Multiple
Pitney Bowes	\$242.40	Mail machine lease agreement	10680
Pitney Bowes Purchase Power	\$886.69	Postage	10260, 80260, 90260
Quality Irrigation	\$495.00	Winterization for ballfields	14340
R & R Design and Remodling	\$500.00	Telehandler Rental for Bucket Removal	14340
RoadRunner Transportation LLC	\$322.50	Monthly Trash Services	20810
Time Management Systems	\$137.50	Digital Time Clocks	10310
Tys Outdoor Power & Service	\$371.64	Mower repairs	14340
U.S. Cellular	\$91.40	Monthly cell phone bill	90080, 11080, 10080
Van Ackeren, Laurie	\$19.65	Mileage Reimbursement	13280
Wahoo-Waverly-Ashland Newspapers	\$452.27	Publishing of minutes	10330
Woster, Luke	\$191.25	Uniform reimbursement	21070
<b>Total w/o payroll</b>	<b>\$82,787.71</b>		
	<b>Payroll</b>	<b>\$23,627.83</b>	
<b>Total w/ payroll</b>	<b>\$106,415.54</b>		


RETURN SERVICE REQUESTED

CITY OF YUTAN  
 GENERAL FUND  
 PO BOX 215  
 YUTAN NE 68073-0215

**Managing Your Accounts**

 Mailing 515 Second St.  
 P.O. Box 130  
 Yutan, NE 68073

 Online [www.1fsb.bank](http://www.1fsb.bank)

 Phone Number 402-625-2261

**Summary of Accounts**

Account Type	Account Number	Ending Balance
BUSINESS INTEREST	XXXXXXXXXXXX3377	\$478,470.95
BUSINESS MMA	XXXXXXXXXXXX7727	\$186,610.37
<b>Total Current Value</b>		<b>\$665,081.32</b>

**BUSINESS INTEREST-XXXXXXXXXXXX3377**

**Account Summary**

Date	Description	Amount
09/30/2023	<b>Beginning Balance</b>	<b>\$254,906.70</b>
	40 Credit(s) This Period	\$806,149.61
	72 Debit(s) This Period	\$582,585.36
10/31/2023	<b>Ending Balance</b>	<b>\$478,470.95</b>

**Interest Summary**

Description	Amount
Interest Earned From 09/30/2023 Through 10/31/2023	
Annual Percentage Yield Earned	0.50%
Interest Days	32
Interest Earned	\$103.64
Interest Paid This Period	\$103.64
Interest Paid Year-to-Date	\$790.22
Average Ledger Balance	\$236,425.76

**Deposits**

Date	Description	Amount
10/06/2023	DEPOSIT	\$3,441.46
10/13/2023	DEPOSIT	\$8,620.70
10/19/2023	DEPOSIT	\$6,017.36
10/31/2023	DEPOSIT	\$1,033.33

**Electronic Credits**

Date	Description	Amount
10/02/2023	Nebraska.g 5644 Yutan City Util	\$261.97
10/03/2023	Nebraska.g 5646 Yutan City Util	\$340.63
10/04/2023	Nebraska.g 5648 Yutan City Util	\$192.18
10/05/2023	Nebraska.g 5650 Yutan City Util	\$377.92
10/06/2023	STATE OF NE NE HHS NFO 067494800	\$126.00
10/06/2023	CITY OF YUTAN UTLTY BILL XXXXX9531	\$24,302.94
10/10/2023	063547 1FSB XFER FROM BUSINESS MMA 62337727 ON 10/10/23 AT 13:42	\$75,000.00
10/10/2023	NPAIT NPAIT 58520	\$100.01
10/10/2023	STATE OF NE NE HHS NFO 067497944	\$129.34
10/10/2023	Nebraska.g 5654 Yutan City Util	\$150.00
10/10/2023	NPAIT NPAIT 58520	\$3,862.69
10/10/2023	STATE OF NE ST PAYMENT 476006426	\$18,067.48
10/11/2023	Nebraska.g 5656 Yutan City Util	\$124.24

**BUSINESS INTEREST-XXXXXXXXXXXX3377 (continued)**

**Electronic Credits (continued)**

Date	Description	Amount
10/12/2023	Nebraska.g 5658 Yutan City Util	\$91.45
10/13/2023	Nebraska.g 5660 Yutan City OTC/	\$150.00
10/13/2023	Nebraska.g 5660 Yutan City Util	\$666.31
10/17/2023	Nebraska.g 5664 Yutan City Util	\$62.18
10/17/2023	Nebraska.g 5664 Yutan City OTC/	\$150.00
10/18/2023	Nebraska.g 5666 Yutan City OTC/	\$70.29
10/18/2023	Nebraska.g 5666 Yutan City Util	\$352.66
10/19/2023	Nebraska.g 5668 Yutan City Util	\$310.82
10/20/2023	Nebraska.g 5670 Yutan City Util	\$54.07
10/23/2023	Transfer to cover SRF payment	\$300,000.00
10/23/2023	NPAIT NPAIT 58520	\$43.47
10/23/2023	Nebraska.g 5672 Yutan City Util	\$154.36
10/23/2023	NPAIT NPAIT 58520	\$348.95
10/23/2023	STATE OF NE ST PAYMENT 476006426	\$10,000.00
10/24/2023	Nebraska.g 5674 Yutan City Util	\$548.96
10/26/2023	Nebraska.g 5678 Yutan City Util	\$219.37
10/27/2023	Nebraska.g 5680 Yutan City Util	\$62.07
10/27/2023	STATE OF NE ST PAYMENT 476006426	\$349,121.00
10/30/2023	Nebraska.g 5682 Yutan City Util	\$80.29
10/31/2023	Nebraska.g 5684 Yutan City Util	\$191.77

**Other Credits**

Date	Description	Amount
10/03/2023	8-10 Fix of Return John Schmidt	\$609.85
10/03/2023	Fix Return 7-21 John Schmidt	\$609.85
10/31/2023	INTEREST	\$103.64

**Electronic Debits**

Date	Description	Amount
10/02/2023	CITY OF YUTAN PAYROLL XXXXX9531	\$10,875.57
10/02/2023	IRS USATAXPYMT 270367524305518	\$21,774.22
10/03/2023	TASC FUNDING cca3fb6562a21b1	\$1,243.13
10/03/2023	T ROWE PRICE INVESTMENT 694248 231002	\$1,247.12
10/04/2023	NBF BUS TX NEB DEPT REVENUE TXP* 21000207152* 01100* 230930* T* 0000302086* EFWINX*	\$3,020.86
10/11/2023	U.S. CELLULAR CELLULAR 88149950	\$91.14
10/11/2023	NBF BUS TX NEB DEPT REVENUE TXP* 01000207152* 04100* 230930* T* 0000088556* EFWSCT*	\$885.56
10/13/2023	Deluxe Small Bus EDI/ACH 17082000583039	\$1,381.52
10/16/2023	CITY OF YUTAN PAYROLL XXXXX9531	\$11,197.62
10/17/2023	PREPAYMNT * LINCOLN NATLIFE 91000011110006	\$372.06
10/18/2023	T ROWE PRICE INVESTMENT 694248 231017	\$1,207.41
10/30/2023	CITY OF YUTAN PAYROLL XXXXX9531	\$10,116.21

**Other Debits**

Date	Description	Amount
10/20/2023	RETURN DEPOSIT FEE	\$7.50
10/20/2023	RETURNED DEPOSIT ITEM-MARY SLEPICKA	\$64.18
10/20/2023	RETURNED DEPOSIT ITEM-ED ROBINSON	\$66.18
10/25/2023	IN PERSON WITHDRAWAL	\$22,542.14

**Checks Cleared**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
27256	10/06/2023	\$1,018.43	27272*	10/02/2023	\$200.00	27307*	10/02/2023	\$32,225.00
27264*	10/12/2023	\$294.83	27290*	10/04/2023	\$8.75	27308	10/12/2023	\$522.80
27265	10/06/2023	\$292.81	27304*	10/02/2023	\$2,600.00	27309	10/04/2023	\$121,215.40

**BUSINESS INTEREST-XXXXXXXXXXXX3377 (continued)**

**Checks Cleared (continued)**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
27312*	10/05/2023	\$1,847.00	27330	10/23/2023	\$287.80	27348	10/25/2023	\$525.00
27313	10/04/2023	\$705.61	27331	10/23/2023	\$270.00	27350*	10/23/2023	\$3,445.56
27314	10/13/2023	\$2,770.50	27332	10/24/2023	\$2,400.00	27351	10/27/2023	\$100.00
27315	10/05/2023	\$1,847.00	27333	10/23/2023	\$1,560.48	27353*	10/23/2023	\$7,088.55
27316	10/13/2023	\$1,847.00	27334	10/25/2023	\$1,851.67	27354	10/31/2023	\$298.01
27317	10/12/2023	\$1,847.00	27335	10/23/2023	\$70.29	27355	10/30/2023	\$17.50
27318	10/17/2023	\$666.16	27336	10/19/2023	\$323.57	27356	10/23/2023	\$322.50
27319	10/23/2023	\$269.52	27337	10/24/2023	\$300.00	27358*	10/25/2023	\$137.50
27321*	10/26/2023	\$283.50	27338	10/24/2023	\$117.15	27359	10/31/2023	\$10.00
27322	10/30/2023	\$1,486.87	27339	10/23/2023	\$9,895.00	27360	10/23/2023	\$287.56
27323	10/26/2023	\$1,559.65	27341*	10/25/2023	\$500.15	27361	10/23/2023	\$45.55
27324	10/26/2023	\$97.75	27342	10/23/2023	\$15.09	27362	10/26/2023	\$286,987.90
27325	10/23/2023	\$106.00	27343	10/23/2023	\$380.08	27363	10/31/2023	\$225.00
27326	10/23/2023	\$550.52	27345*	10/25/2023	\$92.00	27364	10/31/2023	\$680.02
27328*	10/24/2023	\$1,264.38	27346	10/24/2023	\$471.00	27365	10/31/2023	\$736.13
27329	10/23/2023	\$1,098.40	27347	10/26/2023	\$427.00			

\* Indicates skipped check number

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
10/02/2023	\$187,493.88	10/12/2023	\$178,932.48	10/23/2023	\$460,337.05
10/03/2023	\$186,563.96	10/13/2023	\$182,370.47	10/24/2023	\$456,333.48
10/04/2023	\$61,805.52	10/16/2023	\$171,172.85	10/25/2023	\$430,685.02
10/05/2023	\$58,489.44	10/17/2023	\$170,346.81	10/26/2023	\$141,548.59
10/06/2023	\$85,048.60	10/18/2023	\$169,562.35	10/27/2023	\$490,631.66
10/10/2023	\$182,358.12	10/19/2023	\$175,566.96	10/30/2023	\$479,091.37
10/11/2023	\$181,505.66	10/20/2023	\$175,483.17	10/31/2023	\$478,470.95

**BUSINESS MMA-XXXXXXXXXXXX7727**

**Account Summary**

Date	Description	Amount
09/30/2023	Beginning Balance	\$560,940.47
	1 Credit(s) This Period	\$669.90
	2 Debit(s) This Period	\$375,000.00
10/31/2023	Ending Balance	\$186,610.37

**Interest Summary**

Description	Amount
Interest Earned From 09/30/2023 Through 10/31/2023	
Annual Percentage Yield Earned	1.81%
Interest Days	32
Interest Earned	\$669.90
Interest Paid This Period	\$669.90
Interest Paid Year-to-Date	\$8,820.30
Average Ledger Balance	\$425,002.97

**Other Credits**

Date	Description	Amount
10/31/2023	INTEREST	\$669.90

**Other Debits**

Date	Description	Amount
10/10/2023	063547 1FSB XFER TO CHECKING 623377 ON 10/10/23 AT 13:42	\$75,000.00
10/23/2023	Transfer to cover SRF payment	\$300,000.00

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
10/10/2023	\$485,940.47	10/23/2023	\$185,940.47	10/31/2023	\$186,610.37

DEPOSIT TICKET  
 DATE 10-10-23  
 CURRENCY 241  
 COIN 65  
 TOTAL ITEMS 30  
 \$ 3,441.46  
 CITY OF YUTAN GENERAL FUND  
 #0000 10/06/2023 \$3,441.46

DEPOSIT TICKET  
 DATE 10-13-23  
 CURRENCY 119  
 COIN 48  
 TOTAL ITEMS 167  
 \$ 8,620.70  
 CITY OF YUTAN GENERAL FUND  
 #0000 10/13/2023 \$8,620.70

DEPOSIT TICKET  
 DATE 10-19-23  
 CURRENCY 140  
 COIN 51  
 TOTAL ITEMS 191  
 \$ 6,017.36  
 CITY OF YUTAN GENERAL FUND  
 #0000 10/19/2023 \$6,017.36

CHECKING TRANSACTION TICKET - First State Bank Nebraska  
 CUSTOMER NAME City of Yutan DATE 10-25-23  
 SIGNATURE X per [Signature] PREPARED BY [Signature]  
 DESCRIPTION payment on/in 50088079  
 ACCOUNT NUMBER 623377 DSH AMOUNT 22,542.14  
 #0000 10/25/2023 \$22,542.14

DEPOSIT TICKET  
 DATE 10-31-23  
 CURRENCY 80  
 COIN 53  
 TOTAL ITEMS 133  
 \$ 1,033.33  
 CITY OF YUTAN GENERAL FUND  
 #0000 10/31/2023 \$1,033.33

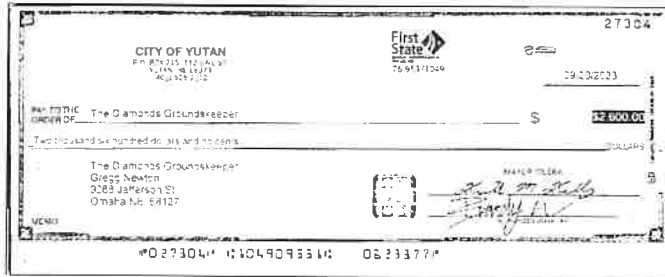
CITY OF YUTAN  
 PAY TO THE ORDER OF Christian Community Club  
 \$ 1,018.43  
 Christian Community Club  
 325 Iban Drive  
 Yutan NE 68073  
 #27256 10/06/2023 \$1,018.43

CITY OF YUTAN  
 PAY TO THE ORDER OF JASON OWENS  
 \$ 294.83  
 Jason Owens  
 711 Cedar View Lane  
 Bellevue, NE 68123  
 #27264 10/12/2023 \$294.83

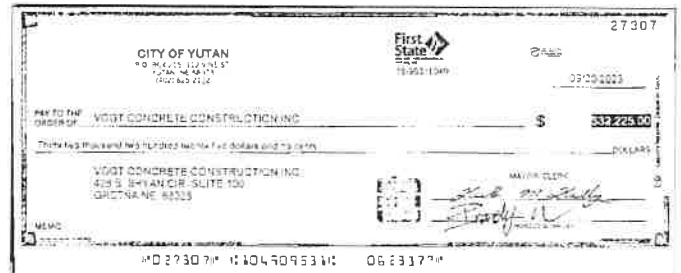
CITY OF YUTAN  
 PAY TO THE ORDER OF KRISTEN RUSSELL  
 \$ 292.81  
 Kristen Russell  
 4817 N 82th  
 Omaha, NE 68134  
 #27265 10/06/2023 \$292.81

CITY OF YUTAN  
 PAY TO THE ORDER OF CleanUp Containers  
 \$ 200.00  
 CleanUp Containers  
 580 County Road M  
 Yutan NE 68073  
 #27272 10/02/2023 \$200.00

CITY OF YUTAN  
 PAY TO THE ORDER OF LAURIE VAN ACKEREN  
 \$ 8.75  
 Laurie Van Ackeren  
 2839 Reed Lane  
 Fremont NE 68025  
 #27290 10/04/2023 \$8.75



#27304 10/02/2023 \$2,600.00



#27307 10/02/2023 \$32,225.00



#27308 10/12/2023 \$522.80



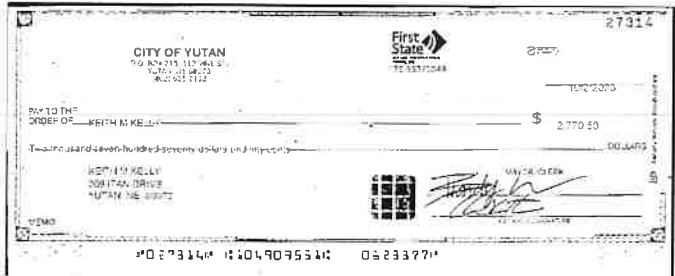
#27309 10/04/2023 \$121,215.40



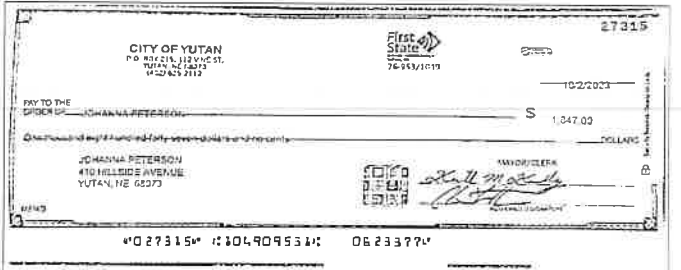
#27312 10/05/2023 \$1,847.00



#27313 10/04/2023 \$705.61



#27314 10/13/2023 \$2,770.50



#27315 10/05/2023 \$1,847.00



#27316 10/13/2023 \$1,847.00



#27317 10/12/2023 \$1,847.00



CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27318

10/17/2023

PAY TO THE ORDER OF: TACB INC

\$ 666.16

MEMO: TACB INC  
 220 DOUGLASS ROAD  
 MESA, NE 68041

#027318\* 1049095310 0623377\*

#27318 10/17/2023 \$666.16

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27319

10/23/2023

PAY TO THE ORDER OF: KRISTEN RUSSELL

\$ 269.52

MEMO: KRISTEN RUSSELL  
 4317 N 80th  
 Omaha, NE 68134

#027319\* 1049095310 0623377\*

#27319 10/23/2023 \$269.52

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27321

10/26/2023

PAY TO THE ORDER OF: CAPITAL BUSINESS SYSTEMS, INC

\$ 283.50

MEMO: CAPITAL BUSINESS SYSTEMS, INC  
 PO BOX 538  
 3001 E. PERSHING BLVD SUITE 100  
 CHEYENNE WY 82001

#027321\* 1049095310 0623377\*

#27321 10/26/2023 \$283.50

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27322

10/30/2023

PAY TO THE ORDER OF: CARDMEMBER SERVICE

\$ 1,486.87

MEMO: CARDMEMBER SERVICE  
 P.O. Box 73408  
 St. Louis MO 63179-0408

#027322\* 1049095310 0623377\*

#27322 10/30/2023 \$1,486.87

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27323

10/26/2023

PAY TO THE ORDER OF: CORPORATE WAREHOUSE SUPPLY

\$ 1,559.65

MEMO: CORPORATE WAREHOUSE SUPPLY  
 300 CENTER DRIVE  
 SUITE C-175  
 SUPERIOR CO. 81007

#027323\* 1049095310 0623377\*

#27323 10/26/2023 \$1,559.65

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27324

10/26/2023

PAY TO THE ORDER OF: CULLMAN OF OMAHA

\$ 97.75

MEMO: CULLMAN OF OMAHA  
 PO BOX 2933  
 WINDHARBOUR 68104-0332

#027324\* 1049095310 0623377\*

#27324 10/26/2023 \$97.75

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27325

10/23/2023

PAY TO THE ORDER OF: Caron Financial Services

\$ 106.00

MEMO: Caron Financial Services  
 14204 Collections Center Drive  
 Chicago IL 60603-0143

#027325\* 1049095310 0623377\*

#27325 10/23/2023 \$106.00

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27326

10/23/2023

PAY TO THE ORDER OF: DUNDY'S

\$ 550.52

MEMO: DUNDY'S  
 9209 Morrison Bridge Plaza, Suite 60  
 Omaha NE 68132

#027326\* 1049095310 0623377\*

#27326 10/23/2023 \$550.52

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27328

10/24/2023

PAY TO THE ORDER OF: Drog in Pines

\$ 1,264.38

MEMO: Drog in Pines  
 5523 S. 83rd Street  
 Omaha NE 68127

#027328\* 1049095310 0623377\*

#27328 10/24/2023 \$1,264.38

CITY OF YUTAN  
 P.O. BOX 130, YUTAN, NE 68073  
 (402) 425-2112

27329

10/23/2023

PAY TO THE ORDER OF: BAKES OFFICE SOLUTIONS

\$ 1,098.40

MEMO: BAKES OFFICE SOLUTIONS  
 PO BOX 2038  
 GRAND ISLAND NE 68822-2032

#027329\* 1049095310 0623377\*

#27329 10/23/2023 \$1,098.40

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27330

10/19/2023

PAY TO THE ORDER OF: ECS Technology Solutions \$ 5287.80

Two thousand eight hundred eighty seven dollars and eighty seven cents

ECS Technology Solutions  
 2723 N 20th St  
 Elkhorn NE 68022

MEMO

#D 27330 # 1049095310 06233770

#27330 10/23/2023 \$287.80

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27331

10/18/2023

PAY TO THE ORDER OF: VICKI ENGEL \$ 370.00

Three hundred seventy dollars and no cents

VICKI ENGEL  
 805 FIFTH STREET  
 YUTAN NE 68571

MEMO

#D 27331 # 1049095310 06233770

#27331 10/23/2023 \$270.00

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27332

10/18/2023

PAY TO THE ORDER OF: FILAMENT ESSENTIAL SERVICES \$ 2,400.00

Two thousand four hundred dollars and no cents

FILAMENT ESSENTIAL SERVICES  
 PO BOX 92552  
 LINCOLN NE 68508

MEMO

#D 27332 # 1049095310 06233770

#27332 10/24/2023 \$2,400.00

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27333

10/18/2023

PAY TO THE ORDER OF: FRONTIER COOPERATIVE \$ 1,560.48

One thousand five hundred sixty dollars and forty eight cents

FRONTIER COOPERATIVE  
 3333 LANDMARK CIRCLE  
 JACOBIN NE 68534

MEMO

#D 27333 # 1049095310 06233770

#27333 10/23/2023 \$1,560.48

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27334

10/18/2023

PAY TO THE ORDER OF: ALEX HANNAN \$ 1,851.67

One thousand eight hundred fifty one dollars and sixty seven cents

ALEX HANNAN  
 960 COUNTRY ROAD R  
 MEAD NE 68044

MEMO

#D 27334 # 1049095310 06233770

#27334 10/25/2023 \$1,851.67

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27335

10/18/2023

PAY TO THE ORDER OF: KATHRYN HODGMAN \$ 70.29

Seventy dollars and twenty nine cents

KATHRYN

MEMO

#D 27335 # 1049095310 06233770

#27335 10/23/2023 \$70.29

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27336

10/18/2023

PAY TO THE ORDER OF: CJ Heaton \$ 323.57

Three hundred twenty three dollars and fifty seven cents

CJ Heaton  
 17711 7th St S  
 MA 63113

MEMO

#D 27336 # 1049095310 06233770

#27336 10/19/2023 \$323.57

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27337

10/18/2023

PAY TO THE ORDER OF: B'S \$ 300.00

Three hundred dollars and no cents

B'S  
 45207 RESEARCH PLAZA  
 ASHBURN VA 20147

MEMO

#D 27337 # 1049095310 06233770

#27337 10/24/2023 \$300.00

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27338

10/18/2023

PAY TO THE ORDER OF: INDUSTRIAL SALES COMPANY INC \$ 117.15

One hundred seventeen dollars and fifteen cents

INDUSTRIAL SALES COMPANY, INC  
 1150 W. MARLEY ROAD  
 OLATHE KS 66061 7213

MEMO

#D 27338 # 1049095310 06233770

#27338 10/24/2023 \$117.15

CITY OF YUTAN  
 P.O. BOX 215, 112 W. 5th St  
 YUTAN, NE 68571  
 (402) 551-2112

First State  
 75-953/1049

27339

10/18/2023

PAY TO THE ORDER OF: JEO Consulting Group Inc \$ 9,895.00

Nine thousand eight hundred ninety five dollars and no cents

JEO Consulting Group Inc  
 1937 N Chestnut St  
 Waco NE 68505

MEMO

#D 27339 # 1049095310 06233770

#27339 10/23/2023 \$9,895.00

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: Jeff Suberbach Ranch Service & Repair \$ 5500.15

Five thousand five hundred dollars and fifteen cents

Jeff Suberbach Ranch Service & Repair  
 1330 County Road N  
 Wahoo NE 68090

MEMO

#27341 #104909531# 0623377#

#27341 10/25/2023 \$500.15

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: John Deere Financial \$ 15.00

Fifteen dollars and no cents

John Deere Financial  
 P.O. Box 4450  
 Central Station IL 60101-4450

MEMO

#27342 #104909531# 0623377#

#27342 10/23/2023 \$15.09

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: Liane Van Ackeren \$ 380.08

Three hundred eighty dollars and eight cents

Liane Van Ackeren  
 2838 Reed Lane  
 Fremont NE 69025

MEMO

#27343 #104909531# 0623377#

#27343 10/23/2023 \$380.08

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: Metropolitan Utilities District \$ 92.00

Ninety two dollars and no cents

Metropolitan Utilities District  
 2380 Wirth Communications Drive  
 Omaha NE 68105-4041

MEMO

#27345 #104909531# 0623377#

#27345 10/25/2023 \$92.00

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: NAM County Insurance Co \$ 471.00

Four hundred seventy one dollar and no cents

NAM County Insurance Co  
 PO Box 734207  
 Chicago IL 60673

MEMO

#27346 #104909531# 0623377#

#27346 10/24/2023 \$471.00

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: NE Public Health Environmental Ltd \$ 427.00

Four hundred twenty seven dollars and no cents

NE Public Health Environmental Ltd  
 3701 S 14 St  
 PO Box 22502  
 Lincoln NE 68502

MEMO

#27347 #104909531# 0623377#

#27347 10/26/2023 \$427.00

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: NEBRASKA LAW ENFORCEMENT TRAINING CENTER \$ 525.00

Five hundred twenty five dollars and no cents

NEBRASKA LAW ENFORCEMENT TRAINING CENTER  
 PO BOX 2700  
 GRAND ISLAND NE 68302

MEMO

#27348 #104909531# 0623377#

#27348 10/25/2023 \$525.00

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: Nebraska Department of Revenue \$ 3,445.56

Three thousand four hundred forty five dollars and fifty six cents

Nebraska Department of Revenue  
 P.O. Box 94855  
 Lincoln NE 68503-4855

MEMO

#27350 #104909531# 0623377#

#27350 10/23/2023 \$3,445.56

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: Nebraska Municipal Clerks Association \$ 100.00

One hundred dollars and no cents

Nebraska Municipal Clerks Association  
 League of Nebraska Municipalities  
 1335 L Street  
 Lincoln NE 68508

MEMO

#27351 #104909531# 0623377#

#27351 10/27/2023 \$100.00

CITY OF YUTAN  
 P.O. BOX 130 | YUTAN, NE 68073  
 (402) 421-2112

10/18/2023

PAY TO THE ORDER OF: POWERMANAGER \$ 7,088.55

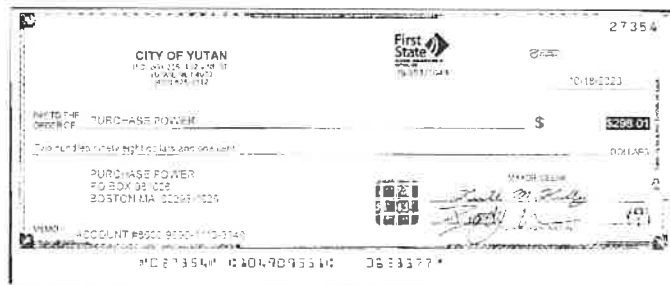
Seven thousand eighty eight dollars and fifty five cents

POWERMANAGER  
 02100 COLLECTION CENTER DR VE  
 CHICAGO IL 60633-0210

MEMO

#27353 #104909531# 0623377#

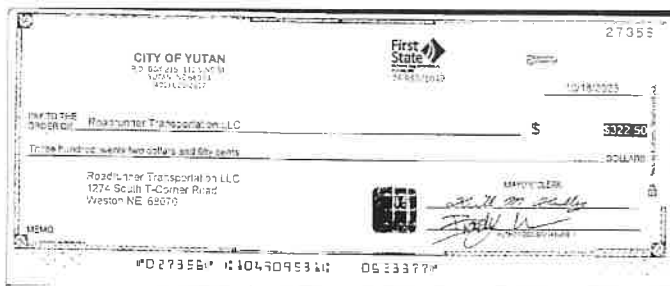
#27353 10/23/2023 \$7,088.55



#27354 10/31/2023 \$298.01



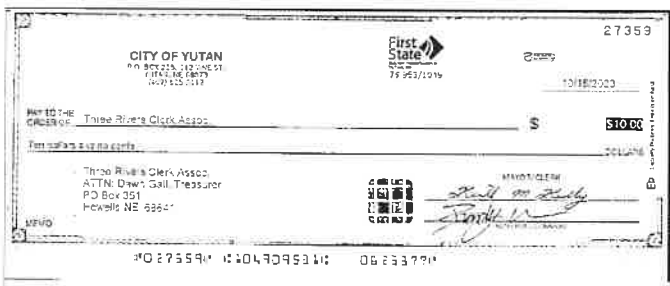
#27355 10/30/2023 \$17.50



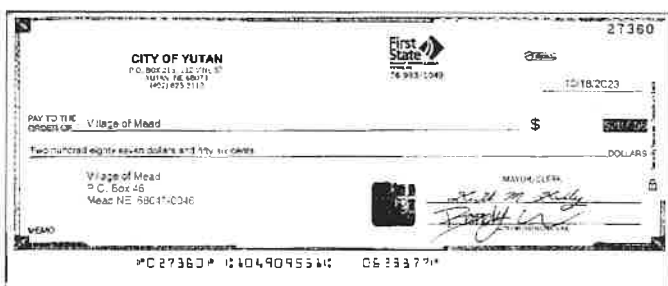
#27356 10/23/2023 \$322.50



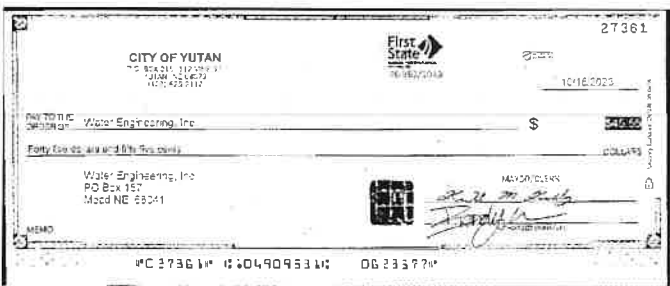
#27358 10/25/2023 \$137.50



#27359 10/31/2023 \$10.00



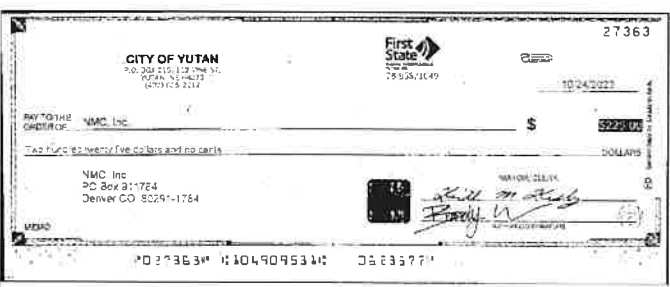
#27360 10/23/2023 \$287.56



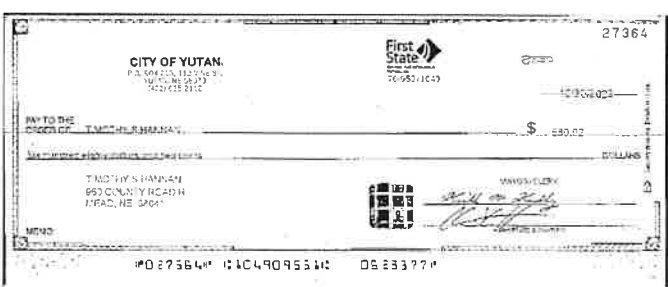
#27361 10/23/2023 \$45.55



#27362 10/26/2023 \$286,987.90



#27363 10/31/2023 \$225.00



#27364 10/31/2023 \$680.02

27365

CITY OF YUTAN  
P.O. BOX 234, 112 W 6th St  
YUTAN, NE 68071  
(402) 483-2112

First State  
78-953/1049

10/30/2023

PAY TO THE ORDER OF YUTAN FIRE DEPT \$ 736.13

THREE HUNDRED THIRTY SIX AND 13/100 DOLLARS

KRISTEN JURSSOIL  
4817 N 80th  
OMAHA, NE 68124

NAI CHEN  
Signature

MOVO

⑆027365⑆ ⑆104909531⑆ 0623377⑆

#27365

10/31/2023

\$736.13

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November 2023 Statement

Open Date: 10/06/2023 Closing Date: 11/06/2023

Account: 4798 5100 5564 4096



Visa® Community Card

Elan Financial Services



1-866-552-8855

BUS 30 ELN

8

4

CITY OF YUTAN (CPN 001592230)

<b>New Balance</b>	<b>\$3,179.53</b>
<b>Minimum Payment Due</b>	<b>\$1,591.00</b>
<b>Payment Due Date</b>	<b>12/03/2023</b>

<b>Reward Points</b>	
Earned This Statement	3,379
Reward Center Balance	54,179
as of 11/05/2023	
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$1,288.11
Payments	-	\$1,486.87 <sup>CR</sup>
Other Credits	-	\$2.46 <sup>CR</sup>
Purchases	+	\$3,380.75
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$3,179.53</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$1,591.00</b>
Credit Line		\$6,000.00
Available Credit		\$2,820.47
Days in Billing Period		32

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Elan Financial Services CPN 001592230



0047985100556440960001591000003179533

24-Hour Elan Financial Services: 1-866-552-8855

to pay by phone  
to change your address

<b>Account Number</b>	4798 5100 5564 4096
<b>Payment Due Date</b>	12/03/2023
<b>New Balance</b>	\$3,179.53
<b>Minimum Payment Due</b>	\$1,591.00

Amount Enclosed \$ \_\_\_\_\_

000029116 01 SP 000638591118852 P Y

CITY OF YUTAN  
ACCOUNTS PAYABLE  
PO BOX 215  
YUTAN NE 68073-0215



Elan Financial Services

P.O. Box 790408  
St. Louis, MO 63179-0408



### **What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Elan Financial Services, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
- ▶ Dollar amount: The dollar amount of the suspected error.
- ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
  - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - ▶ We can apply any unpaid amount against your credit limit.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Elan Financial Services, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

### **Important Information Regarding Your Account**

**1. INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("**DPR**") by the Average Daily Balance ("**ADB**") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

**2. Payment Information:** We will accept payment via check, money order, the internet (including mobile and online) or phone or previously established automatic payment transaction. You must pay us in U.S. Dollars. If you make a payment from a foreign financial institution, you will be charged and agree to pay any collection fees added in connection with that transaction. The date you mail a payment is different than the date we receive the payment. The payment date is the day we receive your check or money order at Elan Financial Services, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your internet or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Payments sent without the payment coupon or to an incorrect address will be processed and credited to your Account within 5 banking days of receipt. Payments sent without a payment coupon or to an incorrect address may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and/or Account suspension. The deadline for on-time internet and phone payments varies, but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made. Please contact Elan Financial Services for internet, phone, and mobile crediting times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

**3. Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.





**Community Card Rewards**

<b>Rewards Center Activity as of 11/05/2023</b>	
Rewards Center Activity*	0
Rewards Center Balance	54,179

\*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	3,379	24,485
<b>Total Earned</b>	<b>3,379</b>	<b>24,485</b>

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

**Important Messages**

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

**Transactions** VANACKERMEN, LAURIE Credit Limit \$3000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
10/06	10/05	7923	Amazon.com Amzn.com/bill WA MERCHANDISE/SERVICE RETURN	\$1.46	CR
10/20	10/19	7068	Canva US Inc. Kent DE MERCHANDISE/SERVICE RETURN	\$1.00	CR
<b>Purchases and Other Debits</b>					
10/10	10/09	9168	AMAZON.COM*T97WK8Y21 SEATTLE WA	\$38.30	
10/10	10/09	5706	CRICUT WWW.CRICUT.CO UT	\$101.58	
10/12	10/11	0428	TEMU.COM 130-248-0611 MA	\$28.87	
10/13	10/12	3347	AMZN Mktp US*TP55493O0 Amzn.com/bill WA	\$72.19	
10/16	10/13	7112	USPS PO 3099600073 YUTAN NE	\$10.82	
10/17	10/16	3366	WM SUPERCENTER #776 FREMONT NE	\$46.10	
10/17	10/16	8613	Amazon.com*TP6N37A61 Amzn.com/bill WA	\$9.99	
10/17	10/16	3405	Amazon.com*TP70N8QJ2 Amzn.com/bill WA	\$62.10	
10/19	10/19	2334	TEMU.COM 130-248-0611 MA	\$22.71	
10/19	10/18	0416	Amazon.com*6R0W31J13 Amzn.com/bill WA	\$14.75	
10/19	10/18	6496	Amazon.com*TP4M83H81 Amzn.com/bill WA	\$40.32	
10/20	10/19	8216	AMAZON.COM*HD7D02N33 SEATTLE WA	\$7.99	



Transactions		VANACKERMEN, LAURIE				Credit Limit	\$3000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
10/20	10/19	9069	Canva US Inc.	Kent DE	\$1.00	_____	
10/23	10/22	6066	Canva*	03946-35495035 737-2853388 DE	\$119.99	_____	
10/24	10/23	1107	Amazon.com*	4F8WG4U33 Amzn.com/bill WA	\$9.00	_____	
10/24	10/23	6748	Amazon.com*	8Q3AB9P33 Amzn.com/bill WA	\$69.26	_____	
10/26	10/25	6742	AMAZON.COM*	EE2982ID3 SEATTLE WA	\$82.96	_____	
10/27	10/27	6704	AMZN Mktp US*	CX2NQ6X63 Amzn.com/bill WA	\$11.95	_____	
10/30	10/27	2502	AMZN Mktp US*	G550Z0FN3 Amzn.com/bill WA	\$26.96	_____	
11/06	11/03	3606	Amazon.com*	U082509L3 Amzn.com/bill WA	\$83.95	_____	
<b>Total for Account 4798 5100 5738 6498</b>					<b>\$858.33</b>		

Transactions		WOSTER, GREGORY L				Credit Limit	\$1000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
<b>Purchases and Other Debits</b>							
10/11	10/10	4646	BOMGAARS #27	WAHOO WAHOO NE	\$250.69	_____	
10/26	10/25	9551	CENEX CUBBY S	09889643 YUTAN NE	\$6.29	_____	
10/27	10/25	4428	DOLLAR GENERAL #18402	YUTAN NE	\$14.35	_____	
11/03	11/01	7615	MENARDS FREMONT NE	FREMONT NE	\$328.03	_____	
<b>Total for Account 4798 5100 7015 9260</b>					<b>\$599.36</b>		

Transactions		HEATON, CHARLES J				Credit Limit	\$6000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
<b>Purchases and Other Debits</b>							
10/12	10/11	8577	ICMA ONLINE	202-289-4262 DC	\$464.80	_____	
10/18	10/17	9127	CONNECTTEAM.COM	917-338-2283 NY	\$588.00	_____	
10/24	10/23	0148	ZOOM.US	888-799-9666 WWW.ZOOM.US CA	\$15.99	_____	
10/25	10/23	8473	DOLLAR GENERAL #18402	YUTAN NE	\$34.50	_____	
10/30	10/29	4293	COSTCO WHSE #1012	OMAHA NE	\$79.75	_____	
11/03	11/01	0318	CORNHUSKERS SQUARE	LINCOLN NE	\$3.75	_____	
<b>Total for Account 4798 5100 7102 9470</b>					<b>\$1,186.79</b>		

Transactions		HANNAN, TIM S				Credit Limit	\$1000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation	
<b>Purchases and Other Debits</b>							
10/12	10/10	3709	CLUB CAR WASH GOLD STR	573-256-2601 NE	\$34.24	_____	
10/25	10/24	9798	TARGETS ONLINE	402-3423688 NE	\$70.00	_____	
11/02	11/01	4239	FSP*GREAT PLAINS UNIFO	OMAHA NE	\$89.50	_____	



**Transactions** HANNAN,TIM S Credit Limit \$1000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
11/06	11/02	3903	DOLLAR GENERAL #18402 YUTAN NE	\$12.13	_____
<b>Total for Account 4798 5101 5833 8711</b>				<b>\$205.87</b>	

**Transactions** GAHAN,BRANDY Credit Limit \$1000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
10/10	10/06	6079	OTC BRANDS INC 800-2280475 NE	\$195.12	_____
10/11	10/10	3799	AMZN Mktp US*TE0A47992 Amzn.com/bill WA	\$157.05	_____
10/11	10/10	1674	AMZN Mktp US*TE3DO69N2 Amzn.com/bill WA	\$119.06	_____
10/27	10/25	4054	PARTY CITY 5157 OMAHA NE	\$56.71	_____
<b>Total for Account 4798 5103 4909 1104</b>				<b>\$527.94</b>	

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
10/27	10/24	0261	PAYMENT THANK YOU	\$1,486.87CR	_____
<b>Total for Account 4798 5100 5564 4096</b>				<b>\$1,486.87CR</b>	

<b>2023 Totals Year-to-Date</b>	
Total Fees Charged in 2023	\$39.00
Total Interest Charged in 2023	\$38.11

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	19.24%	
**PURCHASES	\$3,179.53	\$0.00	YES	\$0.00	19.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	29.24%	



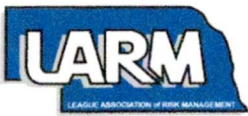


# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** LARM Discussion

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Clint Simmons with the League Association of Risk Management (LARM) is going to present a proposal for the City of Yutan to join LARM for our insurance coverage. LARM represents over 100 municipalities with insurance coverage. LARM is governed by a board consisting of elected and appointed city officials from across the state. I will let Clint explain the process and what they can do for the city. The initial quote is nearly 10k lower than our current policy and LARM provides extra benefits to the city.



2023

Proposal

City of Yutan

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	ESTIMATED / ANNUAL CONTRIBUTION
Workers' Compensation	<b>PART ONE</b> Statutory Limits <b>PART TWO</b> \$500,000 Bodily Injury by Accident (each accident) \$500,000 Bodily Injury by Disease (each employee) \$500,000 Bodily Injury by Disease (policy limit)	\$8,379
General Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$0 Standard Deductible Sewer Backup Included	\$2,714
Errors & Omissions Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$1,000 Deductible	\$2,714
Law Enforcement Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$1,000 Deductible	\$6,196
Automobile Liability	\$5,000,000 Combined Single Limit \$100,000 UM / UIM \$0 Standard Deductible	\$747
Automobile Physical Damage	Scheduled Per Occurrence Varies Comprehensive Deductible Varies Collision Deductible	\$2,532
Commercial Property	\$13,220,672 Total Insured Values \$1,000 Standard Deductible \$500 Contractors Equipment Crime Included See attached	\$13,453
<b>* TOTAL ESTIMATED ANNUAL CONTRIBUTION:</b>		<b>\$36,735</b>

ESTIMATED CONTRIBUTION CREDIT OPTIONS

180 Day Notice, 3-Year Commitment	180 Day Notice, 2-Year Commitment	180 Day Notice Only Commitment	90 Day Notice, 3-Year Commitment	90 Day Notice, 2-Year Commitment	90 Day Notice Only Commitment
5%	4%	2%	2%	1%	0%
\$36,735.00	\$37,121.68	\$37,895.05	\$37,895.05	\$38,281.74	\$38,668.42

\* Your Total Estimated Annual Contribution renewal pricing is modeled on the 180 Day Notice, 3-Year Commitment option.



## **Member Services Provided by LARM**

LARM sets itself apart from the rest of the industry with the following excellent member services provided to LARM members at no extra cost. While most companies are reactive, responding to claims once they have happened, LARM proactively works with members to assist them with questions and issues as they arise. LARM staff works hard to care for members to mitigate risk, prevent injuries, and give assistance when there is a claim.

### **Lean on LARM Safety Grant**

LARM offers a \$500 Lean on LARM Safety Grant each year for LARM members. This grant can be used for anything safety-related, including safety vests, traffic cones, and security cameras.

### **LARM Armor Program**

LARM provides \$700 to be used toward the purchase of a bulletproof vest for member police departments that have a mandatory wear policy for patrol officers in their policy manual.

### **Property Evaluation**

When you join LARM, a property evaluation specialist will review all city property on-site. As part of this review, a staff member will 1) make sure all city property is listed and covered, 2) ensure all property is valued correctly, and 3) look for cost-saving options like increasing deductibles, removing unused property, or considering alternate valuation options. A new property evaluation is completed for each member every five years.

### **Coverage Analysis and Legal Review of Issues**

LARM's staff regularly works with members to assist in analyzing exposures. They will work with you to evaluate liability and coverage issues and advise you on best practices to minimize exposure. For example, a few years ago, a member had questions regarding nuisance property abatement and a volunteer group of concerned citizens. We met with their office staff and board to discuss the situation. LARM then provided an eight-page legal memo outlining the coverage and legal issues. The memo was provided to the member's city attorney, saving the member legal fees, and LARM staff met with the board to review and discuss the analysis.

### **Annual Policy Review**

LARM does a complete review of the coverage document with each member annually at renewal time. The review includes a study of all property, equipment, vehicle schedules, coverages, and a discussion about any new exposures, operations, or procedures.



## **Law Enforcement Training**

LARM provides state-approved law enforcement training at no cost for each LARM member police officer to meet the annual training requirements through online training operated by Lexipol. The training is available 24/7 and can be completed in one-hour increments.

LARM maintains a database of current, Nebraska-specific law enforcement policies and procedures. A LARM loss control specialist is available to assist LARM members with any training or policy questions and needs.

## **Contract Review**

LARM reviews contracts and agreements for members in order to mitigate liability and loss exposure.

## **Liability and Work Comp Site Reviews**

LARM's Loss Control team will review current policies and procedures. They will also provide templates and assistance in drafting new policies and procedures. The review will include a prioritized list of recommendations to ensure compliance with state law and best practices on safety and liability issues.

## **Work Comp Accident Analysis**

When a work comp claim occurs, the LARM Loss Control Team will review the claim and provide analysis to help prevent similar future injuries.

## **On-line Library of Training Videos**

LARM members have access to LARM's extensive library of over 2,000 safety training videos. The library covers a very wide range of topics, including fire, EMT and law enforcement training.

LARM MEMBERS 10-3-2023

City of Ainsworth  
Village of Alda  
Village of Allen  
Village of Anselmo  
Village of Ansley  
City of Arapahoe  
Village of Arcadia  
Village of Arlington  
Village of Ashton  
City of Atkinson  
City of Auburn  
Auburn Board of Public Works  
Village of Bancroft  
City of Bassett  
City of Bayard  
City of Beaver City  
Village of Beaver Crossing  
Village of Benedict  
City of Benkelman  
Village of Berwyn  
City of Blair  
Village of Broadwater  
Village of Brock  
Village of Brownville  
Village of Brule  
Village of Burr  
City of Burwell  
Village of Butte  
Village of Callaway  
Village of Cedar Bluffs  
Village of Cedar Creek  
Central Rural Fire Protection  
District  
City of Chadron  
Village of Chester  
City of Clarkson  
City of Clay Center  
City of Columbus  
Village of Comstock  
Village of Cook  
Village of Cotesfield  
City of Crete

City of Curtis  
Village of Dalton  
Village of Danbury  
Village of Dannebrog  
City of David City  
Village of DeWeese  
Village of Dorchester  
Village of Dunbar  
City of Edgar  
Village of Edison  
Village of Elba  
Village of Elm Creek  
Village of Elsie  
Village of Elyria  
Village of Emerson  
Village of Eustis  
Fairfield Rural Fire Protection  
District  
Village of Farwell  
Village of Farnam  
Village of Firth  
City of Franklin  
City of Fremont  
Village of Funk  
City of Genoa  
City of Gering  
City of Gibbon  
Village of Glenvil  
City of Gothenburg  
Village of Greeley  
Village of Guide Rock  
Guide Rock RFD  
Village of Gurley  
Village of Haigler  
Village of Halsey  
City of Harvard & Harvard RFD  
Village of Hazard  
Village of Hemingford  
City of Henderson  
Village of Hendley  
Village of Henry  
Village of Herman

LARM MEMBERS 10-3-2023

Village of Hershey  
City of Hickman  
Village of Holbrook  
City of Holdrege  
Village of Hoskins  
Hoskins RFD  
Village of Howells  
City of Humboldt  
Humboldt Fire & RFD  
City of Imperial  
City of Indianola, Indianola RFD & VFD  
Village of Inglewood  
Village of Jansen  
Village of Johnstown  
Village of Julian  
KBR Solid Waste Committee  
Village of Lawrence  
Village of Lebanon  
Village of Leigh  
Village of Lewellen  
Village of Litchfield  
Village of Lodgepole  
City of Long Pine  
City of Louisville  
Loup Central Landfill  
Lower Republican NRD  
Village of Lyman  
Madison County RTSD  
Village of Malcolm  
Village of Malmo  
Village of Manley  
Village of Marquette  
Village of Martinsburg  
Village of Mason City  
Village of Maxwell  
Village of McGrew  
Village of Meadow Grove  
Village of Merna  
Village of Miller  
City of Minatare  
Village of Monroe

Village of Moorefield  
Village of Morrill  
Village of Mullen  
Village of Murray  
Village of Naponee  
City of Neligh  
City of Nelson  
Nelson Rural Fire District  
Village of Nenzel  
Village of Newcastle  
City of Norfolk  
Village of North Loup  
City of North Platte  
Northeast Nebraska Economic Development District  
Northeast Nebraska Solid Waste Coalition  
City of Oakland  
Village of Oconto  
City of Ogallala  
Village of Ohioa  
Village of Orleans  
City of Oshkosh  
Village of Otoe  
Village of Oxford  
Oxford Rural Fire Protection District  
City of Pawnee City  
Village of Paxton  
Village of Pilger  
Village of Platte Center  
City of Ralston  
City of Randolph  
Village of Roca  
City of St. Paul  
St. Paul Rural Fire District  
SID #1 - Butler County  
SID #6 - Dodge County  
SID #7 - Platte County  
SID #23 - Sarpy County  
SID #29 - Sarpy County  
SID #65 - Sarpy County

SID #79 - Sarpy County  
SID #158 - Sarpy County  
SID #237 - Sarpy County  
SID #274 – Sarpy County  
SID #299 - Sarpy County  
SID #331 - Sarpy County  
SID #333 - Sarpy County  
SID #341 - Sarpy County  
SID #358 – Sarpy County  
SID #367 – Sarpy County  
SID #368 – Sarpy County  
City of Sargent  
Sargent RFD  
Village of Scotia  
City of Scottsbluff  
Sheep Creek & Farmers Rural Fire  
District  
Village of Shelton  
Village of Shickley  
Village of Silver Creek  
Solid Waste Agency of Northwest  
Nebraska (SWANN)  
Springbank Township  
Village of Stamford  
Village of Stapleton  
Village of Steele City  
Village of Stratton  
Village of Stuart  
Village of Sumner  
Village of Sutherland  
City of Syracuse  
Village of Table Rock  
Village of Taylor  
City of Terrytown  
Village of Trenton  
Village of Uehling  
Village of Union  
Village of Utica  
City of Valentine  
City of Valley  
Victoria Township  
City of Wahoo  
Village of Walthill

Village of Wallace  
Village of Wausa  
City of Waverly  
Village of Wilcox  
Village of Winnebago  
City of Wisner  
Village of Wolbach  
Village of Wood Lake  
City of Wymore



League Association of Risk Management  
2023-24 New Resolution

RESOLUTION NO. \_\_\_\_\_

WHEREAS, The \_\_\_\_\_ 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 The \_\_\_\_\_, 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, 2026. **(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, 2025. **(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, 2024. **(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, 2026. **(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, 2025. **(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, 2024. **(90 day Notice only)**

Adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

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

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





# Safety Grant



Since January 2018 over 150 members have applied for and received \$500 Lean on LARM Safety grant funds for items that included safety harnesses, traffic cones, safety apparel, eye protection, security cameras, AEDs, playground surfacing, body cameras, first aid kits, barricades, gas monitors, fire extinguishers and much more.

LARM members can submit an application for up to \$500 of Lean on LARM grant funds from October to September

Each applicant must be a LARM member at time of submission and issuance of grant funds. The Lean on LARM committee will review and select qualifying recipients of the grant. Items cannot be purchased until you have received notice that the grant has been approved.

For more information, contact Dave Bos at [dave.bos@larmpool.org](mailto:dave.bos@larmpool.org) or 402-853-1055, Fred Wiebelhaus at [fred.wiebelhaus@larmpool.org](mailto:fred.wiebelhaus@larmpool.org) or 402-440-9129 or Diane Becker at [diane.becker@larmpool.org](mailto:diane.becker@larmpool.org) or 402-314-6827.

Apply online at  
[www.larmpool.org/leanonlarm.html](http://www.larmpool.org/leanonlarm.html)

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** Year-end certification of street superintendent/Appointment of street superintendent.

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In order to be eligible for highway allocation funds we are required to certify that we had a street superintendent for the entire year of 2023. We also need to show that we have appointed a street superintendent for the next year. As in the past, we have worked with Steve Parr at JEO to help us with the legal requirements to be eligible for state funds. Typically we have appointed this position during the December meeting, but due to deadlines with paperwork, we would like to get it done now.

**Action Item** - Seeking a motion to approve Resolution 2023-8 certification of street superintendent.

**Action Item** - Seeking a motion to appoint Steve Parr with JEO as the Street Superintendent for the City of Yutan.



November 1, 2023

City of Yutan  
Mayor and City Council  
112 Vine Street  
Yutan, Nebraska 68073

**RE: City of Yutan 2024 Street Superintendent Appointment Request**

Dear Mayor and City Council:

I am requesting to be appointed as the Street Superintendent for 2024. Attached is the scope of services for the street superintendent appointment. If you decide to appoint me, please ensure the motion is worded in your minutes: "We appoint Steve Parr from JEO Consulting Group, Inc. as our Street Superintendent." I appreciate the opportunity to work on your behalf.

I would appreciate you notifying me of your action on this request, so my records are up-to-date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com.

Please include a copy of your meeting minutes that states the approved appointment and the completed contact update form for our records.

If you have any questions about this letter or the attached information, or if you want further information, don't hesitate to contact me. I appreciate your consideration.

Sincerely,

Steve Parr  
License Number: S-859 | Class A  
**JEO Consulting Group, Inc.**

**Office:** 402.443.7485 | **Mobile:** 402.443.8003 | **Email:** sparr@jeo.com



**2024 STREET SUPERINTENDENT APPOINTMENT REQUEST**

The City of Yutan has appointed Steve Parr as the Street Superintendent:

Yes     No

Notes:

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Form Completed By (please print name)

Date

*\*Please include a copy of your meeting minutes.*





# Scope of Services

## Appointed Street Superintendent

Listed below are the services that would be performed annually as the appointed Street Superintendent.

### One and Six Year Plan

- Receive input on the One and Six Year plan.
- Prepare a cost opinion for One Year projects.
- Prepare One and Six Year plan documents (location map and project summary).
- Furnish One and Six Year plan documents.
- Assist with questions.

### Lane Mile Report

- Update Lane Mile Report.
- Municipality to furnish annexation documents (description and plat) of new annexation areas.

### Fee

- The compensation to JEO for providing these services would be the incentive payment the municipality receives for appointing a Class A Street Superintendent.

JEO will invoice annually in December for the year the JEO employee is appointed the street superintendent. Payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum. Payments will be credited first to interest, then principal.

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 28, 2023

**Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2023 with the Nebraska Department of Transportation (NDOT) by December 31, 2023.**

**Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2023.**

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2023**, is the basis for determining the calendar year 2023 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2023:**

- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual provided street superintending services during Calendar Year 2023, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2023** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes.**

**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2023 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2023, the municipality will not receive an Incentive Payment for Calendar Year 2023.**

**Payment:** If your municipality qualifies, payment will be scheduled for February 2024. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions.

Sincerely,

  
LeMoyne D. Schulz  
Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
Email: [lemoyne.schulz@nebraska.gov](mailto:lemoyne.schulz@nebraska.gov)  
Phone: (402) 479-4436

LDS/2023

Attachments (3)

Vicki Kramer, Director  
Department of Transportation

MAILING ADDRESS      PHYSICAL ADDRESS  
PO Box 94759      1500 Nebraska Parkway  
Lincoln, NE 68509-4759      Lincoln, NE 68502

[dot.nebraska.gov](http://dot.nebraska.gov)

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2023**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 this document.** Revisions and recreations will not be accepted. Copying this form is acceptable; **see (3) below.** Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

## Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

*Separate forms may be needed to account for the entire year, see (3) below*

This Form Covers the Following Period: \_\_\_\_\_, 2023 to \_\_\_\_\_, 2023  
(Month) (Day) (Month) (Day)

\*(1)(a) The municipality of \_\_\_\_\_ certifies that: \_\_\_\_\_  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or  
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_  
**Signature of Mayor**  **Village Board Chairperson**   
(Check one box)

\*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

**(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:**

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

**Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2023 here:**

For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds). Call 402-479-4436 if you have any questions about what to submit for documentation.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** Change order 6, Pay App 15, and Certificate of substantial completion

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Midtown plumbing is now done with the project, the few remaining issues we will handle on our own. We have a few meters to replace and were working with Karen Ciacco prior to the fire, and will give them time to deal with that. Change order 6 will remove the remaining meters from their scope and reduce our final payment. Pay Application 15 will be the final payment to Midtown. Lastly, the certificate of substantial completion will sign off on the project.

Also included ins

**Action Item** - Seeking a motion to approve of change order #6 to Midtown Plumbing.

**Action Item** - Seeking a motion to approve pay application #15 to Midtown Plumbing in the amount of \$12,992.41.

**Action Item** - Seeking a motion to approve Final Certificate of Substantial Completion for Midtown Plumbing.



## Change Order Estimate - Unit Price Work

JEO Project Name: <b>2022 Water Meter Improvement</b>	JEO Project Number: <b>170720.05</b>
Owner: <b>City of Yutan</b>	Change Order Number: <b>6</b>
Contractor: <b>Midtown Plumbing, Inc.</b>	Effective Date: <b>November 21, 2023</b>

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
3	AMR Radio Read Water Meter and Transmitter, 5/8" x 3/4"	-12	EA	\$420.00	(\$5,040.00)
4	separate bid item and zeroing out all remaining the bid items.	-4	EA	\$555.00	(\$2,220.00)
8	Install Existing Water Meter with AMR Radio Read Transmitter, 5/8" x 3/4"	-18	EA	\$260.00	(\$4,680.00)
10	Furnish Spare AMR Radio Read Transmitter	-1	EA	\$100.00	(\$100.00)
12	Replace Existing Curb Stop and Box (3/4" - 1")	-1	EA	\$1,250.00	(\$1,250.00)
13	Replace Existing Ball Valve (1/2" - 2")	-50	EA	\$147.00	(\$7,350.00)
19	Furnish 5/8" x 3/4" pit meter	1	EA	\$281.88	\$281.88
20	Furnish Spare AMR Radio Read Water Meter, 5/8" x 3/4"	19	EA	\$231.00	\$4,389.00
21	Furnish Spare AMR Radio Read Water Meter, 1"	4	EA	\$366.00	\$1,464.00
22	Furnish Spare AMR Radio Read Transmitter	5	EA	\$98.75	\$493.75
<b>Total:</b>					<b>(\$14,011.37)</b>



Invoice



**MUNICIPAL SUPPLY, INC. OF OMAHA**

*Municipal, Contractor, and Industrial Supplies*

21644 William Circle Gretna, NE 68028  
 PH: (402) 408-0500 FAX: (402) 408-0499  
 WATS (844) 417-7370

INVOICE NUMBER: 0885950-IN

INVOICE DATE: 9/28/2023

ORDER NUMBER: G24050

ORDER DATE: 9/21/2023

SHIP DATE: 9/21/2023

SALESPERSON: TODD SPETH

CUSTOMER NO: 30-MIDTOWN

SOLD TO:  
**MIDTOWN PLUMBING INC**  
 3432 N ST  
 LINCOLN, NE 68510

SHIP TO:  
**CPU**  
**21644 WILLIAM CIRCLE**  
**GRETNA, NE 68028**

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA	TERMS			
TAMMY	YUTAN, NE METERS	CPU	NET 30 DAYS			
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
58X34 PCPITGAL 5/8 X 3/4 T-10 PRO-CODER PIT G	EACH	1.00	1.00	0.00	162.50	162.50
13341-200 R900 WALL MIU	EACH	1.00	1.00	0.00	119.38	119.38

ORDER # G24050

**PLEASE REMIT TO:**  
 1550 NE 51ST Avenue  
 DES MOINES, IA 50313

Net Invoice: 281.88  
 Freight: 0.00  
 Sales Tax: 15.50

**A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH  
 WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.**

**Invoice Total: 297.38**

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Yutan</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>170720.05</u>
<b>Contractor:</b> <u>Midtown Plumbing, Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2022 Water Meter Improvement</u>	
<b>Contract:</b> <u>2022 Water Meter Improvement</u>	
<b>Application No.:</b> <u>15</u>	<b>Application Date:</b> <u>11/13/2023</u>
<b>Application Period:</b> From <u>9/1/2023</u>	to <u>11/1/2023</u>

1. Original Contract Price		\$ 257,174.00
2. Net change by Change Orders		\$ 17,517.22
3. Current Contract Price (Line 1 + Line 2)		\$ 274,691.22
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 274,691.22
5. Retainage		
a. <u>0%</u> X <u>\$ 267,835.22</u> Work Completed =		\$ -
b. <u>5%</u> X <u>\$ -</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ -
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 274,691.22
7. Less previous payments (Line 6 from prior application)		\$ 261,698.81
8. Amount due this application		\$ 12,992.41
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

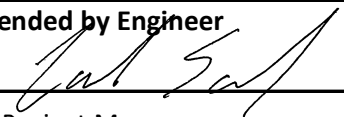
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Midtown Plumbing Inc

**Signature:** \_\_\_\_\_ **Date:** 11/16/2023

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> <u></u></p> <p><b>Title:</b> <u>Project Manager</u></p> <p><b>Date:</b> <u>11/16/2023</u></p> <p><b>Approved by Funding Agency</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Yutan	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	170720.05
<b>Contractor:</b>	Midtown Plumbing, Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2022 Water Meter Improvement		
<b>Contract:</b>	2022 Water Meter Improvement		

**Application No.:** 15      **Application Period:** From 09/01/23 to 11/01/23      **Application Date:** 11/13/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	Mobilization	1.00	LS	5,500.00	5,500.00	1.00	5,500.00		5,500.00	100%	-
2	Bonding and Insurance	1.00	LS	8,500.00	8,500.00	1.00	8,500.00		8,500.00	100%	-
3	AMR Radio Read Water Meter and Transmitter, 5/8" x 3/4"	320.00	EA	420.00	134,400.00	320.00	134,400.00		134,400.00	100%	-
4	AMR Radio Read Water Meter and Transmitter, 1"	1.00	EA	555.00	555.00	1.00	555.00		555.00	100%	-
5	AMR Radio Read Water Meter and Transmitter, 2"	1.00	EA	1,270.00	1,270.00	1.00	1,270.00	-	1,270.00	100%	-
6	AMR Radio Read Water Meter and Transmitter, 3"	2.00	EA	3,025.00	6,050.00	2.00	6,050.00		6,050.00	100%	-
7	AMR Radio Read Transmitter	171.00	EA	223.00	38,133.00	171.00	38,133.00		38,133.00	100%	-
8	Install Existing Water Meter with AMR Radio Read Transmitter, 5/8" x 3/4"	54.00	EA	260.00	14,040.00	54.00	14,040.00		14,040.00	100%	-
9	AMR Meter Reading Equipment	1.00	LS	17,300.00	17,300.00	1.00	17,300.00		17,300.00	100%	-
10	Furnish Spare AMR Radio Read Transmitter	5.00	EA	100.00	500.00	5.00	500.00		500.00	100%	-
11	Furnish Spare AMR Radio Read Water Meter and Transmitter, 5/8" x 3/4"	10.00	EA	231.00	2,310.00	10.00	2,310.00		2,310.00	100%	-
12	Replace Existing Curb Stop and Box (3/4" - 1")	8.00	EA	1,250.00	10,000.00	8.00	10,000.00		10,000.00	100%	-
13	Replace Existing Ball Valve (1/2" - 2")	80.00	EA	147.00	11,760.00	80.00	11,760.00		11,760.00	100%	-
<b>Original Contract Subtotals</b>					<b>\$ 250,318.00</b>						
<b>SALES TAX FOR MATERIALS &amp; EQUIPMENT ON BASE BID @ 5.5%</b>					<b>\$ 6,856.00</b>				6,856.00	100%	-
<b>Original Contract Totals</b>					<b>\$ 257,174.00</b>		<b>\$ 250,318.00</b>	<b>\$ -</b>	<b>\$ 257,174.00</b>	<b>100%</b>	<b>\$ -</b>
<b>Change Orders</b>											
14	AMR Radio Read Water meter and Transmitter 3"	(1.00)	EA	3,025.00	(3,025.00)	(1.00)	(3,025.00)		(3,025.00)	100%	-
15	3" Neptune Std Rd Gal Fire Hydrant	1.00	EA	2,200.00	2,200.00	1.00	2,200.00		2,200.00	100%	-
4	AMR Radio Read Water Meter and Transmitter, 1"	40.00	EA	555.00	22,200.00	40.00	22,200.00		22,200.00	100%	-
7	AMR Radio Read Transmitter	7.00	EA	223.00	1,561.00	7.00	1,561.00		1,561.00	100%	-
12	Replace Existing Curb Stop and Box (3/4" - 1")	1.00	EA	1,250.00	1,250.00	1.00	1,250.00		1,250.00	100%	-
16	1 1/2" Mach 10 Meter	2.00	EA	1,517.00	3,034.00	2.00	3,034.00		3,034.00	100%	-
12	Replace Existing Curb Stop and Box (3/4" - 1")	3.00	EA	1,250.00	3,750.00	3.00	3,750.00		3,750.00	100%	-
17	Sales Tax	1.00	LS	495.80	495.80	1.00	495.80		495.80	100%	-
18	AMR Radio Read Water Meter and Transmitter, 2"	1.00	EA	1,579.79	1,579.79	1.00	1,579.79		1,579.79	100%	-
16	1 1/2" Mach 10 Meter	(1.00)	EA	1,517.00	(1,517.00)	(1.00)	(1,517.00)		(1,517.00)	100%	-
3	AMR Radio Read Water Meter and Transmitter, 5/8" x 3/4"	(12.00)	EA	420.00	(5,040.00)	(12.00)	(5,040.00)		(5,040.00)	100%	-
4	AMR Radio Read Water Meter and Transmitter, 1"	(4.00)	EA	555.00	(2,220.00)	(4.00)	(2,220.00)		(2,220.00)	100%	-
8	Install Existing Water Meter with AMR Radio Read Transmitter, 5/8" x 3/4"	(18.00)	EA	260.00	(4,680.00)	(18.00)	(4,680.00)		(4,680.00)	100%	-
10	Furnish Spare AMR Radio Read Transmitter	(1.00)	EA	100.00	(100.00)	(1.00)	(100.00)		(100.00)	100%	-
12	Replace Existing Curb Stop and Box (3/4" - 1")	(1.00)	EA	1,250.00	(1,250.00)	(1.00)	(1,250.00)		(1,250.00)	100%	-
13	Replace Existing Ball Valve (1/2" - 2")	(50.00)	EA	147.00	(7,350.00)	(50.00)	(7,350.00)		(7,350.00)	100%	-
19	5/8" x 3/4" pit meter	1.00	EA	281.88	281.88	1.00	281.88		281.88	100%	-
20	Furnish Spare AMR Radio Read Water Meter, 5/8" x 3/4"	19.00	EA	231.00	4,389.00	19.00	4,389.00		4,389.00	100%	-
21	Furnish Spare AMR Radio Read Water Meter, 1"	4.00	EA	366.00	1,464.00	4.00	1,464.00		1,464.00	100%	-
22	Furnish Spare AMR Radio Read Transmitter	5.00	EA	98.75	493.75	5.00	493.75		493.75	100%	-
<b>Change Order Totals</b>					<b>\$ 17,517.22</b>		<b>\$ 17,517.22</b>	<b>\$ -</b>	<b>\$ 17,517.22</b>	<b>100%</b>	<b>\$ -</b>
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					<b>\$ 274,691.22</b>		<b>\$ 267,835.22</b>	<b>\$ -</b>	<b>\$ 274,691.22</b>	<b>100%</b>	<b>\$ -</b>

**Stored Materials Summary**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Yutan	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	170720.05
<b>Contractor:</b>	Midtown Plumbing, Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2022 Water Meter Improvement		
<b>Contract:</b>	2022 Water Meter Improvement		

Application No.: 15 Application Period: From 09/01/23 to 11/01/23 Application Date: 11/13/23

A Item No. (Lump Sum Tab or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G, H, I Materials Stored			J, K Incorporated in Work		L Total Amount Incorporated in the Work (J+K) (\$)	M Materials Remaining in Storage (I-L) (\$)							
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)									
5	G20168		2"x10" Mach 10 R900I gallon flanged meter	City shop	1	958.00		958.00	958.00		958.00	-							
5	G20168		2" Full face meter gasket	City shop	1	7.34		7.34	7.34		7.34	-							
6	G20168		3"x12" Mach 10 R900I gallon meter	City shop-returned 1	1	5,350.00		5,350.00	5,350.00		5,350.00	-							
6	G20168		3"x1/8" Full face RR flange gasket	City shop	1	16.40		16.40	16.40		16.40	-							
7	G20168		Magnet to activate MIU	City shop	1	19.00		19.00	19.00		19.00	-							
7	G20168		R900 Wall MIU	City shop	1	16,886.25		16,886.25	16,886.25		16,886.25	-							
								-			-	-							
8,10	0846397-IN		R900 Wall MIU	City shop	3	5,826.25	98.75	5,925.00	5,431.25	493.75	5,925.00	-							
15	0846397-IN		3" Neptune std rd gal fire hyd	City shop	3	1,850.00		1,850.00	1,850.00		1,850.00	-							
13	0850201-IN		3/4 no lead brass ball valve	City shop	5	75.36		75.36	75.36		75.36	-							
13	0850201-IN		1" no lead brass ball valve	City shop	5	122.88		122.88	122.88		122.88	-							
9	0854370-IN		MRX920v4 mobile data reading equip	City hall	5	7,650.00		7,650.00	7,650.00		7,650.00	-							
9	857138-IN		R900I Belt clip reader	City hall on 12/5/22	5	4,958.50		4,958.50	4,958.50		4,958.50	-							
3,11	0858154-IN		5/8 x 3/4 T-10 pro coder meter	City shop	6	76,230.00		76,230.00	71,379.00	4,851.00	76,230.00	-							
3,11	0858154-IN		3/4 x 1/8 rubber meter gasket	City shop	6	138.60		138.60	138.60		138.60	-							
4	0858154-IN		1" T-10 pro coder meter	City shop	6	366.00		366.00	366.00		366.00	-							
4	0858154-IN		1" x 1/8 meter coup gasket	City shop	6	0.52		0.52	0.52		0.52	-							
4	0861835-IN		1" T-10 pro coder meter	City shop	7	2,928.00		2,928.00	2,928.00		2,928.00	-							
4	0866175-IN		1" T-10 pro coder meter	City shop	9	2,928.00		2,928.00	2,928.00		2,928.00	-							
16	0876676-IN		1 1/2" x 13" Mach 10 Meter	City shop	12	1,968.00		1,968.00			-	-							
4	0876677-IN		1" T-10 pro coder meter	City shop	12	5,856.00		5,856.00	5,856.00		5,856.00	-							
4	0877264-IN		1" T-10 pro coder meter	City shop	12	3,294.00		3,294.00	366.00	2,928.00	3,294.00	-							
19	0885950-IN		5/8" x 3/4" pit meter	City Shop	15		281.88	281.88		281.88	281.88	-							
<b>Totals</b>						\$	<b>137,429.10</b>	\$	<b>380.63</b>	\$	<b>137,809.73</b>	\$	<b>127,287.10</b>	\$	<b>8,554.63</b>	\$	<b>135,841.73</b>	\$	<b>-</b>

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of Yutan** Owner's Project No.:  
Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **170720.05**  
Contractor: **Midtown Plumbing, Inc.** Contractor's Project No.:  
Project: **2022 Water Meter Improvement**  
Contract Name: **2022 Water Meter Improvement**

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**All work under the Contract Documents.**

Date of Substantial Completion: **November 15, 2023**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

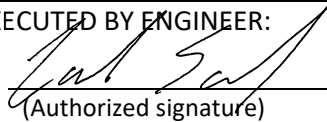
Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate:

**None.**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By:  (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: _____	
Date: <u>November 16, 2023</u>	Date: _____	Date: _____	

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** Change Order 4, Pay Application 10, and certificate of substantial completion  
- Eriksen Construction.

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Change order 4 is to make some changes to the programming on the VFDs to properly handle a high water event. Pay Application 10 is also included in the materials. This project is very close to wrapping up. JC was able to get the roof on a few weeks ago as well. Lastly included in the materials is the certificate of substantial completion which needs to be formally accepted by the council.

Also included ins

**Action Item** - Seeking a motion to approve of change order #4 to Eriksen Construction.

**Action Item** - Seeking a motion to approve of pay application #10 to Eriksen Construction in the amount of \$56,138.22.

**Action Item** - Seeking a motion to approve Certificate of Substantial Completion for Eriksen Construction.

**CHANGE ORDER NO.: 4**

Owner: **City of Yutan** Owner's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **170720.04**  
 Contractor: **Eriksen Construction Co. Inc.** Contractor's Project No.:  
 Project: **2022 Lift Station Improvements; SRF Project No. C318035**  
 Contract Name:  
 Date Issued: **11/21/2023** Effective Date of Change Order: **11/21/2023**

The Contract is modified as follows upon execution of this Change Order:

Description:  
**Programming changes to how the pump will function in regards to high level float.**

Attachments:  
**WCD #3**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>914,000.00</u>	Original Contract Times: Substantial Completion: <u>August 9, 2023</u> Ready for final payment: <u>September 8, 2023</u>
<b>Net change</b> from previously approved Change Orders: \$ <u>8,808.81</u>	<b>Net change</b> from previously approved Change Orders: Substantial Completion: <u>November 2, 2023</u> Ready for final payment: <u>December 2, 2023</u>
Contract Price prior to this Change Order: \$ <u>922,808.81</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 2, 2023</u> Ready for final payment: <u>December 2, 2023</u>
<b>Net change</b> for this Change Order: \$ <u>2,626.60</u>	<b>No net change</b> for this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>925,435.41</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 2, 2023</u> Ready for final payment: <u>December 2, 2023</u>

Recommended by Engineer (if required)

Authorized by Owner

By: [Signature]  
 Title: Project Manager  
 Date: October 27, 2023

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: [Signature]  
 Title: DIRECTOR OF PROJECT MANAGEMENT  
 Date: 10/27/23

## Change Order Estimate - Unit Price Work

JEO Project Name: <b>2022 Lift Station Improvements; SRF Project No</b>	JEO Project Number: <b>170720.04</b>
Owner: <b>City of Yutan</b>	Change Order Number: <b>4</b>
Contractor: <b>Eriksen Construction Co. Inc.</b>	Effective Date: <b>November 21, 2023</b>

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
18	HOA programming changes for VFD speed	1	LS	\$2,626.60	\$2,626.60
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Total:</b>					<b>\$2,626.60</b>





# Work Change Directive

**WORK CHANGE DIRECTIVE NO.** | 3  
**DATE** | October 27, 2023  
**PROJECT** | Yutan Lift Station Improvements  
**JEO PROJECT NO.** | 170720.04  
**LOCATION** | Yutan, NE  
**OWNER** | City of Yutan  
**CONTRACTOR** | Eriksen Construction

**You are directed to proceed promptly with the following change(s):**

**Description** It was discussed with the electrical sub-contractor that HOA and Schnieder had programmed the VFDs to have the pumps kick on at 48 Hz when the high level float is triggered. This setting should be 60 Hz to ensure the pumps can handle the worst case scenario of flow that may come down if the programming goes out or there is no response from the PLC.

**Purpose of Change Directive** Engineer directive to have programming changed for the speed of the pumps to kick on when high level float is triggered..

**Attachment(s)** Eriksen Quote

**If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:**

**Method of Determining Change in Contract Price**

- Unit Prices
- Lump Sum
- Other \_\_\_\_\_

**Method of Determining Change in Contract Times**

- CONTRACTOR's Records
- ENGINEER's Records
- Other \_\_\_\_\_

**Estimated Increase in Contract Price**


\$ 2,626.60

**Estimated Increase (Decrease) in Contract Times**

0 Days

**If the change involves an increase, the estimated amount is not to be exceeded without further authorization.**

**Recommended:**

  
 \_\_\_\_\_  
**ENGINEER**  
 \_\_\_\_\_  
 10/27/2023  
 \_\_\_\_\_  
**Date**

**Authorized:**

  
 \_\_\_\_\_  
**OWNER**  
 \_\_\_\_\_  
 10-27-23  
 \_\_\_\_\_  
**Date**

**Accepted:**

  
 \_\_\_\_\_  
**CONTRACTOR**  
 \_\_\_\_\_  
 10/27/23  
 \_\_\_\_\_  
**Date**

cc: Project Manager, Resident Project Representative, Contractor, Owner

# Eriksen Construction Co., Inc.

2546 South Hwy. 30 - P.O. Box 610 - Blair, Nebraska 68008-0610 - 402 / 426-3119 - Fax 402 / 426-3150

## Yutan HOA Program Change

Change Of Scope  
 Additional Work

Project: Yutan Date: 10/26/23

Request Made By: City of Yutan Job No.: 170720.04

### Material & Equipment:

Material Work Sheet  
Sub-Total Material & Equipment

Factor	Percentage	\$
		-

### Equipment Rental

	Hours	Rate	
Track Crane	0	175.00	\$ -
Hydraulic Crane	0	175.00	\$ -
Rubber Tire Loader	0	110.00	\$ -
Telehandler	0	120.00	\$ -
Dozer	0	120.00	\$ -
Excavator	0	150.00	\$ -
Backhoe / Small Trackhoe	0	100.00	\$ -
Scissor Lift (equip only)	0	50.00	\$ -
Skidsteer	0	75.00	\$ -
Air Compressor / Hammer	0	30.00	\$ -
spider crane	0	500.00	\$ -
Pick-up	0	75.00	\$ -
Semi / Lowboy	0	110.00	\$ -
Welder	0	25.00	\$ -
single man lift	0	100.00	\$ -
Small Tools	0	30.00	\$ -
Roller compactor	0	30.00	\$ -
<b>Sub-Total Equipment Rental</b>			\$ -

### Labor & Burden - regular

	Hours	Rate		
Project Manager	1	120.00	\$	120.00
Superintendent	4	90.00	\$	360.00
Operator	0	70.00	\$	-
Ironworker	0	65.00	\$	-
Pipefitter-Carpenter	0	65.00	\$	-
Laborer	0	45.00	\$	-
<b>Sub-Total Direct Labor</b>	<b>5</b>			<b>\$ 480.00</b>

### Labor & Burden - overtime

	Hours	Rate		
Project Manager	0	180.00	\$	-
Superintendent	0	135.00	\$	-
Operator	0	105.00	\$	-
Ironworker	0	97.50	\$	-
Pipefitter	0	97.50	\$	-
Laborer	0	67.50	\$	-
<b>Sub-Total Direct Labor</b>	<b>0</b>			<b>\$ -</b>

# Eriksen Construction Co., Inc.

2546 South Hwy. 30 - P.O. Box 610 - Blair, Nebraska 68008-0610 - 402 / 426-3119 - Fax 402 / 426-3150

## Yutan HOA Program Change

Change Of Scope  
  x   Additional Work

Project:                     Yutan                     Date:                     10/26/23                      
Request Made By:                     City of Yutan                     Job No.:                     170720.04                    

**Labor Adjustments:**

	Factor	Percentage		
Estimating	0	0.4%	\$	-
OSHA	0	0.6%	\$	-
Material Handling	0	0.43%	\$	-
Testing	0	0.35%	\$	-
Safety Program	0	0.35%	\$	-
Start-up	0	0.3%	\$	-
Punch List	0	0.3%	\$	-
Clean Up	0	0.31%	\$	-
Coordination	0	0.31%	\$	-
Schedule Revisions	0	0.63%	\$	-
Quality Control	0	0.04%	\$	-
Expediting	0	0.83%	\$	-
<b>Sub-Total Labor Adjustments</b>			<b>\$</b>	<b>-</b>

**Subcontractors**

ESGI	\$	1,004.00	
HOA	\$	800.00	
<b>Sub-Total Subcontractors</b>	<b>\$</b>	<b>1,804.00</b>	

**Project Expense:**

	Factor	Percentage		
Administration Travel & Subsistence			\$	-
Job Office Expense			\$	-
Permit & Inspection Cost			\$	-
Postage Cost			\$	-
Project Administration ( % of cost)	0	2.00%	\$	-
Storage Facilities			\$	-
Telephone Expense			\$	-
Temporary Utilities			\$	-
<b>Sub-Total Project Expense</b>			<b>\$</b>	<b>-</b>



## Alec Hamik

---

**From:** Russ Brune <russ.brune@electricalservicegroup.com>  
**Sent:** Wednesday, October 18, 2023 2:45 PM  
**To:** Trevor Breeling; Alec Hamik  
**Cc:** Zach Schulz; Nate Mead  
**Subject:** Re: Yutan HOA Program Change

Trevor,

For the changes described below, HOA has a cost of \$800, and I have a cost of \$1,004, for a total of \$1,804.00 to Eriksen.

Thanks  
Russ Brune  
ESGI  
402-679-9933

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**From:** Trevor Breeling <tbreeling@jeo.com>  
**Sent:** Friday, October 13, 2023 7:17 PM  
**To:** Russ Brune <russ.brune@electricalservicegroup.com>; Alec Hamik <Alech@eriksenconst.com>  
**Cc:** Zach Schulz <zschulz@jeo.com>; Nate Mead <nmead@jeo.com>  
**Subject:** Yutan HOA Program Change

Russ,

In Yutan the high level floats kick the pumps on at 48 Hz, I would like this changed to 60 Hz anytime the high level floats are enabled and kick the pumps on. Please provide a cost to make these changes in the programming and within the VFD's (if needed). If you need anything further please let me know.

Thank you,

**Trevor Breeling** | *Water & Wastewater Engineer*

**o:** 402.934.3680 | **m:** 402.238.4321 | **e:** [tbreeling@jeo.com](mailto:tbreeling@jeo.com)  
JEO Consulting Group | 11213 Davenport Street Ste. 200 | Omaha, NE 68154



**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Yutan</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>170720.04</u>
<b>Contractor:</b> <u>Eriksen Construction Co. Inc.</u>	<b>Contractor's Project No.:</b> <u>961</u>
<b>Project:</b> <u>2022 Lift Station Improvements; SRF Project No. C318035</u>	
<b>Contract:</b> <u>2022 Lift Station Improvements; SRF Project No. C318035</u>	
<b>Application No.:</b> <u>10</u>	<b>Application Date:</b> <u>10/26/2023</u>
<b>Application Period:</b> <b>From</b> <u>10/1/2023</u> <b>to</b> <u>10/31/2023</u>	

1. Original Contract Price	\$	914,000.00
2. Net change by Change Orders	\$	11,435.41
3. Current Contract Price (Line 1 + Line 2)	\$	925,435.41
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	918,426.86
5. Retainage		
a. <u>5%</u> X <u>\$ 918,426.86</u> Work Completed =	\$	45,921.34
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	45,921.34
6. Amount eligible to date (Line 4 - Line 5.c)	\$	872,505.52
7. Less previous payments (Line 6 from prior application)	\$	816,367.30
8. Amount due this application	\$	56,138.22
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	52,929.89

**Contractor's Certification**

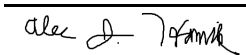
The undersigned Contractor certifies, to the best of its knowledge, the following:

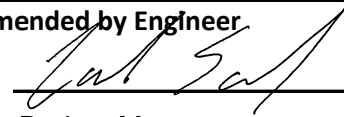
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Eriksen Construction Company, Inc.

**Signature:**  Alec J. Hamik **Date:** 11/9/2023

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>09Nov2023</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Yutan	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	170720.04
<b>Contractor:</b>	Eriksen Construction Co. Inc.	<b>Contractor's Project No.:</b>	961
<b>Project:</b>	2022 Lift Station Improvements; SRF Project No. C318035		
<b>Contract:</b>	2022 Lift Station Improvements; SRF Project No. C318035		

Application No.: 10 Application Period: From 10/01/23 to 10/31/23 Application Date: 10/26/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	Contract Bond and Insurance	1.00	LS	\$19,500.00	19,500.00	1.00	19,500.00		19,500.00	100%	-
2	Mobilization	1.00	LS	\$91,400	91,400.00	1.00	91,400.00		91,400.00	100%	-
3	Site Temporary Facilities - Control	1.00	LS	\$8,500	8,500.00	1.00	8,500.00		8,500.00	100%	-
4	Demolition and Removal - Excluding Electrical	1.00	LS	\$18,000	18,000.00	1.00	18,000.00		18,000.00	100%	-
5	Access Hatch Replacement	1.00	LS	\$9,600	9,600.00	1.00	9,600.00		9,600.00	100%	-
6	Carpentry	1.00	LS	\$9,080	9,080.00	1.00	9,080.00		9,080.00	100%	-
7	Buried Underground Sewer and Water	1.00	LS	\$39,100	39,100.00	1.00	39,100.00		39,100.00	100%	-
8	Sewer Bypass	1.00	LS	\$51,000	51,000.00	1.00	51,000.00		51,000.00	100%	-
9	Pumps - Includes Equipment Pads	1.00	LS	\$158,000	158,000.00	1.00	158,000.00		158,000.00	100%	-
10	Interior Piping	1.00	LS	\$57,500	57,500.00	1.00	57,500.00		57,500.00	100%	-
11	Paint and Coatings	1.00	LS	\$10,000	10,000.00	1.00	10,000.00		10,000.00	100%	-
12	Electrical Lift Station Upgrades Complete	1.00	LS	\$363,020	363,020.00	1.00	363,020.00		363,020.00	100%	-
13	Standby Generator - Includes Concrete Pad	1.00	LS	\$70,100	70,100.00	1.00	70,100.00		70,100.00	100%	-
14	Startup	1.00	LS	\$4,700	4,700.00	1.00	4,700.00		4,700.00	100%	-
15	Site Restoration - Seeding	1.00	LS	\$4,500	4,500.00	1.00	4,500.00		4,500.00	100%	-
<b>Original Contract Totals</b>					<b>\$ 914,000.00</b>		<b>\$ 914,000.00</b>	<b>\$ -</b>	<b>\$ 914,000.00</b>	<b>100%</b>	<b>\$ -</b>
<b>Change Orders</b>											
10	Remove two 8" gate valves & add two 8" plug valves	1.00	LS	1,805.00	1,805.00	1.00	1,805.00		1,805.00	100%	-
16	Explosion Proof Sump Pump	1.00	LS	4,381.95	4,381.95		-		-	0%	4,381.95
17	Abandonment of Existing 4" Force Main (WCD #2)	1.00	LS	2,621.86	2,621.86	1.00	2,621.86		2,621.86	100%	-
18	HOA programming changes for VFD speed	1.00	LS	2,626.60	2,626.60		-		-	0%	2,626.60
<b>Change Order Totals</b>					<b>\$ 11,435.41</b>		<b>\$ 4,426.86</b>	<b>\$ -</b>	<b>\$ 4,426.86</b>	<b>39%</b>	<b>\$ 4,381.95</b>
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					<b>\$ 925,435.41</b>		<b>\$ 918,426.86</b>	<b>\$ -</b>	<b>\$ 918,426.86</b>	<b>99%</b>	<b>\$ 4,381.95</b>

**Stored Materials Summary**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Yutan	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	170720.04
<b>Contractor:</b>	Eriksen Construction Co. Inc.	<b>Contractor's Project No.:</b>	961
<b>Project:</b>	2022 Lift Station Improvements; SRF Project No. C318035		
<b>Contract:</b>	2022 Lift Station Improvements; SRF Project No. C318035		

Application No.: 10 Application Period: From 10/01/23 to 10/31/23 Application Date: 10/26/23

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			M Materials Remaining in Storage (I - L) (\$)							
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)								
7	089316-01		MJ Buried Sewer Fittings	Lincoln Winwater	2	1,520.00		1,520.00		1,520.00		-							
10	089316-01		Interior Flange Fittings	Lincoln Winwater	2	2,450.00		2,450.00		2,450.00		-							
10	089316-02		Interior Flange Fittings	Lincoln Winwater	3	8,402.84		8,402.84		8,402.84		-							
10	089316-03		Interior Flange Fittings	Lincoln Winwater	3	1,685.00		1,685.00		1,685.00		-							
10	281609-01		Interior Flange Fittings	WIndustrial	3	533.68		533.68		533.68		-							
7	CB098011		Reinforcing Steel	Carroll Supply	3	920.00		920.00		920.00		-							
10	33713		Plug Valves	Mellen & Assc.	4	11,072.00		11,072.00		11,072.00		-							
5	96006		Access Hatch	Halliday Products	4	1,210.04		1,210.04		1,210.04		-							
12	5009807184.4		Electrical Disconnects	Echo	3	7,847.46		7,847.46		7,847.46		-							
12	300085 02		Electrical Parts	Husker Winlectrical	3	5,511.34		5,511.34		5,511.34		-							
12	5009924046.1		EMT Elbows	Echo	3	74.62		74.62		74.62		-							
12	5009917426.1		Reducing bushing	Echo	3	161.70		161.70		161.70		-							
12	5009807184.1		Electric Disconnect	Echo	3	7,847.46		7,847.46		7,847.46		-							
12	9330921302		Electrical	Graybar	3	1,363.19		1,363.19		1,363.19		-							
12	300031 01		Electrical Parts	Husker Winlectrical	3	364.33		364.33		364.33		-							
12	300031 02		Electrical Parts	Husker Winlectrical	3	12,092.84		12,092.84		12,092.84		-							
12	300031 03		Electrical Parts	Husker Winlectrical	3	8,497.10		8,497.10		8,497.10		-							
12	9330367688		Lighting	Graybar	3	309.28		309.28		309.28		-							
12	9330200877		Main Disconnect	Graybar	3	1,196.16		1,196.16		1,196.16		-							
12	9330219983		Panel MDP	Graybar	3	170.00		170.00		170.00		-							
12	9330155681		Panel B	Graybar	3	24.00		24.00		24.00		-							
12	9330137709		Panel A + B	Graybar	3	121.00		121.00		121.00		-							
12	9329946913		Low Peak Dual Element	Graybar	3	501.18		501.18		501.18		-							
12	5511128215.1		Lights	Crescent Electrical	3	4,269.95		4,269.95		4,269.95		-							
12	9331210401		Panel B	Graybar	3	365.00		365.00		365.00		-							
12	9331227672		Panel B	Graybar	3	28.00		28.00		28.00		-							
12	NEC2017		Permit	NE Electrical Div.	3	180.00		180.00		180.00		-							
12	9330920500		Lighting Parts	Graybar	3	5,779.14		5,779.14		5,779.14		-							
12	9331704044		H325N Main Disconnect	Graybar	5	1,646.00		1,646.00		1,646.00		-							
12	9331623036		Panel MDP	Graybar	5	3,017.00		3,017.00		3,017.00		-							
12	9331623036		VFD	Graybar	5	11,208.00		11,208.00		11,208.00		-							
12	9332098535		Panel MDP	Graybar	5	324.00		324.00		324.00		-							
9	0901542-IN		Pumps	On Site	6	114,955.00		114,955.00		114,955.00		-							
<b>Totals</b>						\$	215,647.31	\$	-	\$	215,647.31	\$	215,647.31	\$	-	\$	215,647.31	\$	-



# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Yutan Owner's Project No.:  
Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: 170720.04  
Contractor: Eriksen Construction Co. Inc. Contractor's Project No.:  
Project: 2022 Lift Station Improvements, SRF Project No. C318035  
Contract Name: 2022 Lift Station Improvements, SRF Project No. C318035

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion: **October 26, 2023**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:



Amendments to Contractor's Responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate:

**170720.04 Yutan Lift Station Punchlist (Civil)**

**ESGI Punch List Responses**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	 (Authorized signature)	By:	_____	By:	 Contractor (Authorized Signature)
Title:	<u>Project Manager</u>	Title:	_____	Title:	<u>DIRECTOR OF PROJECT MANAGEMENT</u>
Date:	<u>October 27, 2023</u>	Date:	_____	Date:	<u>10/27/23</u>



# Punch List Document

**DATE** | October 6, 2023  
**PROJECT** | Yutan Lift Station Improvements  
**JEO PROJECT NO.** | 170720.04  
**LOCATION** | Yutan, NE  
**OWNER** | City of Yutan  
**CONTRACTOR** | Eriksen Construction

### General Items:

- Touch-up paint on nuts for upper plug valve on pump #1. **Complete: 10/26/2023, Trevor B**
- Paint hollow metal door and frame. **Complete: 10/26/2023, Trevor B**
- Complete by-pass connection. **Complete: 10/26/2023, Trevor B**
- Complete concrete pour around by-pass connection. **Complete: 10/26/2023, Trevor B**
- Restore manhole cone for existing 48" manhole. **Complete: 10/26/2023, Trevor B**
- Clean-up site and seed all disturbed areas. **Complete: 10/26/2023, Trevor B**

### Control Items:

- Trend data for level, should have a maximum height of 25 feet instead of 50 feet. **Complete: 10/26/2023, Trevor B**
- Trend data for pump speeds is reporting the wrong Hz. When the feedback reports the pump speed at 48 Hz it is actually showing 25 Hz. **Complete: 10/26/2023, Trevor B**
- On the Reports tab, effluent and influent flow rows, in the Previous Month column the number present is wrong (1.15e^16). **Complete: 10/26/2023, Trevor B**
- Overview tab the feedback for Pump 2 is 0.04 Hz and it should be reading 0.00 Hz. Verify that this is a programming error and that there is no actual feedback. If there is actual feedback, then this needs to be corrected. If there is no feedback, then correct so the display actually reads 0.00 Hz. **Complete: 10/26/2023, Trevor B**
- Provide alternation mode functionality in O&M.
- Provide manual and auto speed mode functionality in O&M.
- Provide set points in control panel functionality in O&M.
- Set point of pump #1 and #2 should turn on at 60 Hz when High Level Float level is reached.

### Punch List Walkthrough:

Trevor Breeling

**ENGINEER**

October 03, 2023

**Date**

### Punch List Items Completed:

**ENGINEER**

**Date**

# Electrical Service Group Inc.

17005 Decatur St.  
Omaha NE, 68118,

ZT Comments in red.  
10/12/23

## Yutan Lift Station Punch List Check Off

had previously discussed that they would upsize the during design. I checked out to OPPD yesterday and they confirmed that they are going to leave them for now and will replace them at a later date as needed. Consider this resolved.

1. OPPD did not replace the service transformers. We have not had any discussions with OPPD about replacing these transformers, as they are the property of OPPD, and we have no control over their actions or equipment selection. At OPPD's request, I sent them the one-line diagram on 1-19-23, which clearly shows the anticipated load.
2. Complete. 10-7-23 *Noted*
3. Grouting is to be completed by Eriksen. *Noted*
4. The fixtures do not appear to be listed as "Factory Sealed". These fixtures are rated for Class 1, Div. 2, groups A, B, C and D. Installation instructions direct that "all wiring entry openings must be sealed during installation". Installation instructions do not specify how to seal the entry, nor do they state that the seal must be listed for Class 1, Div. 2. All of the type B1 and B2 fixtures have a conduit body directly at the wiring entry point and have simply been sealed with duct seal.

I did a code review into the NEC / Handbook, NFPA 820, and NFPA 497. I agree with your reasoning, since the fixture is not "explosion-proof", the seal-offs are not required. That would only be required if it was a Div 1 location, as those would be explosion-proof. Consider this resolved.

5. Flowmeter labels installed. 10-7-23 *Noted*
6. Alarm light complete. 10-7-23 *Noted*
7. Explosion proof seal off have been filled. 10-7-23 *Noted*
8. Complete. 10-7-23 *Noted*
9. Correct. 10-7-23 *Does this mean it was installed?*

Through discussions, it sounded like the pump was broken in ways. Trevor was working on them to purchase a new location sump pump. Consider this resolved.

10. The 3 way extension was for construction purposes only. I do not believe I can legally modify the existing sump pump cord, as the sump pump is not rated for the environment.
11. A conduit seal can be added, however, I would need confirmation that the existing transducer is rated for the Class 1, Div. 1 area, as I would be modifying the existing installation. Please provide documentation on the existing level transducer.
12. There are no details on how to support the pump cords. These j-hooks were discussed and agreed upon on site, and provided at the contractors expense, and I do not believe that there are any issues with the support or bend radius of the cables. *Noted*
13. Complete 10-7-23 *Noted*
14. The weight of the CT's is negligible. CT's were mounted in the rear of the cabinet which would have made for a nearly impossible wiring installation, and most likely would have put more stress on the ATS terminals. *Noted*
15. Complete 10-7-23 *Noted*
16. Available fault current as provided by OPPD is 8,000A. I use the Eaton Bussman series fault current calculator app, which calculated an available fault current of 6,862A. Input values are as follows:

JEO to get info on this and evaluate necessary action.

This is acceptable as long as the given OPPD value is on the load side of the service transformers. If it's on the primary, we will have to revisit.

1. Length = 80'
2. Conductor size = 3/0

3. Qty per phase = 2
4. Conduit = nonmagnetic
5. Wire = copper, 600V
17. Complete 10-7-23 **Noted**
18. #10's have been replaced with #8 conductors. 10-7-23 **Noted**
19. Complete 10-7-23 **Noted**
20. Label has been changed to 1PH/3W 10-7-23 **Noted**
21. Panel A is fed with phases A and B. The breaker was moved from the right side to the left side to shorten conductor length within panel MDP. B phase is not physically available at the lower portion of the buss within MDP.
22. Labeling complying with NEC has been applied stating "CAUTION B PHASE HAS 208 VOLTS TO GROUND" **Noted**
23. This breaker was used for temp. power. Installed panel schedule identifies this breaker as spare.
24. We have provided panel B with a main circuit breaker at the contractors expense. The main circuit breaker is required to comply with NEC 225.31 and 225.32.

Understanding this response  
Correctly, Panel A feeder breaker within  
Panel A needs to be moved to phases  
A and B to avoid wild leg (B) in Panel A.

Noted, both panels are the same  
voltage, so it can remain where it is.

Noted. Can we still add a small sticker/label  
so they know they actually have 60A  
capacity instead of 100A down the road?

**I believe the second to last punch list item was not addressed here.**

- In Panel MDP, (2) 30A/3P CB's were replaced with (2) 60A/3P CB's. Why?

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** Agreement with JEO to manage street repairs

---

I had asked Steve Parr to draft a proposal to help us make sure our street issues were addressed properly. Brent Ciecior with JEO is here to answer any questions you may have. Attached is a proposal from JEO for professional services to manage these repairs. JEO will help create a scope of work and oversee the management of the contract. This would be to make the repairs on the entrance ramp into town off of 92, the southbound lane of 2nd St at hwy 96, and the approaches at the bridge on Vine.

**Action Item** - Seeking approval of hiring JEO for professional services regarding street repairs in the amount of \$11,400.



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [Effective Date] between City of Yutan (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Yutan 2024 Street Repairs (“Project”).

JEO Project Number: 231251.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: See Exhibit A
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services

Exhibit B – General Conditions

**4.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Yutan, Nebraska

Engineer: JEO Consulting Group, Inc.



By: Mike Kelly

By: Brent Ciecior

Title: Mayor

Title: Project Manager

Date Signed:           

Date Signed: 11.1.2023

Address for giving notices:

Address for giving notices:

PO Box 215

JEO Consulting Group, Inc.

112 Vine Street

2000 Q Street

Yutan, NE 68073-0215

Lincoln, NE 68503



## EXHIBIT A

### SCOPE OF SERVICES

#### PROJECT DESCRIPTION:

Complete asphalt repairs at the following locations:

- 2<sup>nd</sup> Street – South bound lane from Highway 92 to 092R1
- 092R1 – Highway 92 to north of Highway 92, and south radius at 2<sup>nd</sup> Street and 092R1 intersection
- Vine Street – East and west approach at bridge

A site visit will be conducted to identify, measure, and record the repair locations. Plans and quantities will be developed with each asphalt repair location tabulated and represented on aerial map. The scope of this agreement is to provide design and bidding services. Construction engineering services will be negotiated at a later date.

#### 1. DESIGN

- 1.1. Conduct a site visit with City staff to identify repair locations and limits of repairs.
- 1.2. Prepare 90% plans to include:
  - 1.2.1. General location map and cover sheet.
  - 1.2.2. Repair location and quantity tabulation sheet(s).
  - 1.2.3. Aerial plan sheet(s) to identify repair location and limits of repair.
  - 1.2.4. Details
- 1.3. Determine adequate radius at 2<sup>nd</sup> Street and 092R1 intersection to accommodate truck turning movements
- 1.4. Prepare specifications and contract documents.
- 1.5. Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.6. Assist the City in preparing an NDOT permit.
- 1.7. Prepare a list of final construction quantities and prepare a final opinion of probable construction cost.
- 1.8. Review final plans, specifications and cost opinion at City Council meeting and obtain authorization to advertise for bids. (One meeting)
- 1.9. Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.

#### 2. BIDDING & NEGOTIATION

- 2.1. Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.2. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 2.3. Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.4. Assist the Owner in securing construction bids for the project.
- 2.5. Assist the Owner at the bid opening consisting of (One meeting) to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- 2.6. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.7. Attend (One meeting) with the Owner to present and review all bids received and assist the Owner in awarding the construction contract.
- 2.8. Prepare and submit necessary information to the Owner for project award approval.

**EXHIBIT A**

- 2.9. Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.10. Provide copies of all executed Contract Documents to the Owner and Contractor.

**3. FEE**

- 3.1. The cost to provide the Design and Bidding and Negotiation phase services will be a lump sum fee.
- 3.2. The lump sum fees include JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

3.3. Tasks	Fee	
Design	\$	7,400
Bidding & Negotiation	\$	4,000
<u>Total Fee</u>	\$	11,400 Lump Sum

**4. PAYMENT:**

- 4.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

**5. TIME FRAME:**

- 5.1. Notice to Proceed (NTP) November 21, 2023
- 5.2. Design Completed December 2023
- 5.3. Bidding and Negotiation 45-60 days from authorization to advertise for bids.
- 5.4. Estimated Award February 2024
- 5.5. Construction Spring 2024

**6. OWNER RESPONSIBILITY:**

- 6.1. The Owner must provide the following information to the Engineer:
  - 6.1.1. Attend field assessment and identify asphalt repair locations with JEO staff.
  - 6.1.2. Timely decisions on questions relating to completion of work.
  - 6.1.3. Assist with any stakeholder issues that arise.

**7. EXCLUSIONS:**

- 7.1. Topographic survey.
- 7.2. Geotechnical investigation.
- 7.3. Construction administration, staking and observation.
- 7.4. Materials testing during construction.
- 7.5. Environmental reviews and/or studies.
- 7.6. Floodplain, Corps 404, or other environmental permitting.
- 7.7. Traffic Control Plans.
- 7.8. Any permit fees associated with permit applications.
- 7.9. Special meetings and meetings not outlined in the scope of services.

**8. GENERAL CONDITIONS**

- 8.1. JEO's general conditions are attached as Exhibit B.

# JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 10/11/23  
**Re:** Trailer Bids

---

Luke has received two bids for a new dump trailer for the utility department. As you may remember in our new budget we set aside funds for equipment, we also set some aside from ARPA.

City staff did some research on the CDL requirements. It is our understanding that the only time a CDL would be needed is if the dump truck is pulling this trailer with the skid loader in the bed. Also, a CDL would cost between 3500 and 4500 to get, the state made some changes to the rules and regulations, and a class is now required. The actual CDL from the state is 55 bucks.

All that in consideration the utility department would still like to pursue the dump trailer from Big Rig.

The quotes are as follows

Big Rig - \$11,673

Omaha Trailer Sales - \$12,285

**Recommended Action Item** - Seeking a motion and a second to approve the purchase from Big Rig in the amount of \$11,673.00

# DT 83" PRO-LIFT DUMP

# Big Big

STANDARD CONFIGURATION SPECS  
 THESE ARE THE SPECIFICATIONS THAT ARE INCLUDED IN THE BASE CONFIGURATION OF THIS MODEL

- Inside Bed Width: **83"**
- Length: **16', 16"**
- GVWR: **14,000 - 16,000 lbs.**

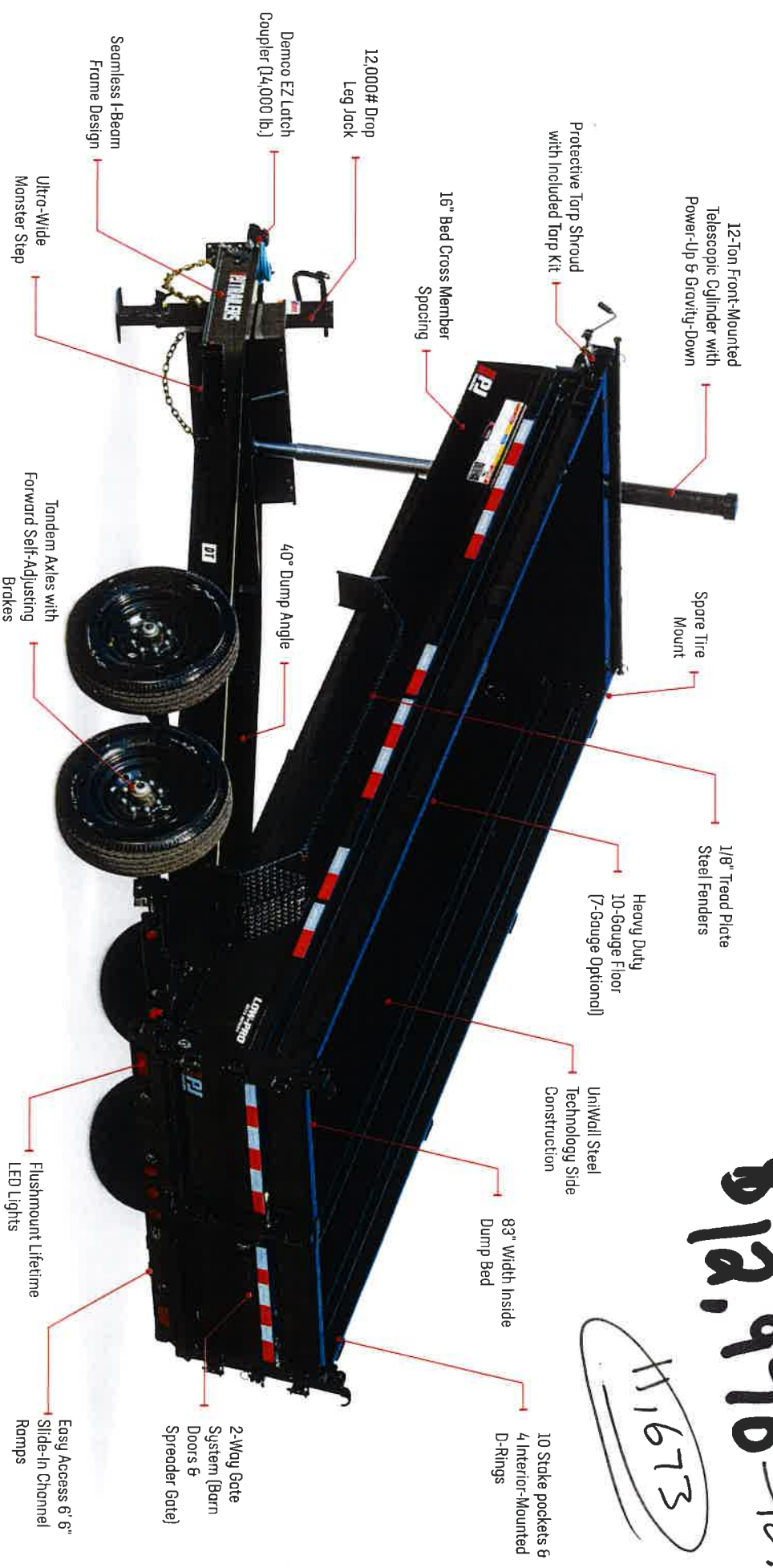
- Deck Height: **28" (24" Optional)**
- Couplers: **Bumper Pull, Gooseneck, 6 Pintle**
- Load Capacity: **9,750 - 11,920 lbs.**

- Cargo Capacity: **7.2 - 16.4 yd<sup>3</sup>**
- Axles: **Tandem (2 x 7,000 lb. or 8,000 lb.)**
- Dump Side Height: **24" (36" & 48" Optional)**

- Dump Angle: **40°**
- Choose the optional 7,000 lb. Electric Drop Axles for an ultra-low 24" bed height.

**\$12,970 - 10%**

**11,673**



With its sturdy construction and reliable performance, the Seamless I-Beam creates a more robust and dependable frame, ensuring that your dump trailer can handle even the most demanding jobs.

**SEAMLESS I-BEAM FRAME DESIGN**

Our UniWall Steel Technology uses form-rolled steel to add structural integrity, reduce corrosion-vulnerable seams, and lower the trailer weight to increase load capacity.

**UNIWALL STEEL TECHNOLOGY**

Featuring a 3-stage telescopic cylinder mounted on the turnpike, you will have a smooth lift experience from start to finish while getting more dump cycles per charged battery.

**12-TON TELESCOPIC CYLINDER**

Our 3 and 4' high slide options are great for hauling bulky loads. When using these options with the included rollup tarp kit, you can safely transport loads to and from job sites.

**3 & 4' HIGH SLIDE OPTIONS**

**PI TRAILERS**

1141 21st Ave S, Suite 100 • Commerce, GA 30529 • 770-234-1141



**Omaha Trailer Sales- OMAHA**

Phone: 4023348232

10702 S. 144th St.

Omaha, NE 68138

Email: leads@sealandboats.com



**2022 Other 14' HD Global Dump Trailer Dump Trailer**

Stock#: O-Global Dump Trailer-555272	Year: 2022	Manufacturer: Other
Width: 82" or 6'10"	Length: 168" or 14'0"	Color: BLACK
#Axles: 2	Axle Capacity: 0.00	
URL: <a href="https://omahatrailersale.com/2022-other-14-hd-global-dump-trailer-dump-trailer-0N8n.html">https://omahatrailersale.com/2022-other-14-hd-global-dump-trailer-dump-trailer-0N8n.html</a>		

<b>Price</b>	Call For Price
--------------	----------------

**Features**

- Manual Jack	- 2 5/16 Coupler	- Break away Switch
- Electric Brake(s)	- 8 Hole Wheels	- Steel Floor
- Fenders	- Side Stake Pockets	- D-Rings Installed
- Front Tongue Toolbox	- Spare Tire Mount	- 7-Way Plug
- DOT Approved Lighting	- LED Lighting	- Battery Charger
- Side Ramps	- Slide In Ramps	

**Description**

**\$12,285**



# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** Possible sale of the police cruiser

---

Staff have been in discussions on what to do with the old police cruiser. Several area departments have expressed interest in purchasing it. We also discussed the possibility of keeping it for a staff car, which could be used for out-of-town travel, or for the new position to use around town doing inspections or code enforcement. It does need a new drive shaft, tires, and front-end work.

**Action Item** - Seeking guidance on what to do, if the decision is to sell I would recommend a motion to have the city administrator draft and resolution to sell for the December meeting. If the decision is to keep no action is necessary.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/15/23  
**Re:** Trent Gumm Building Permit Memo

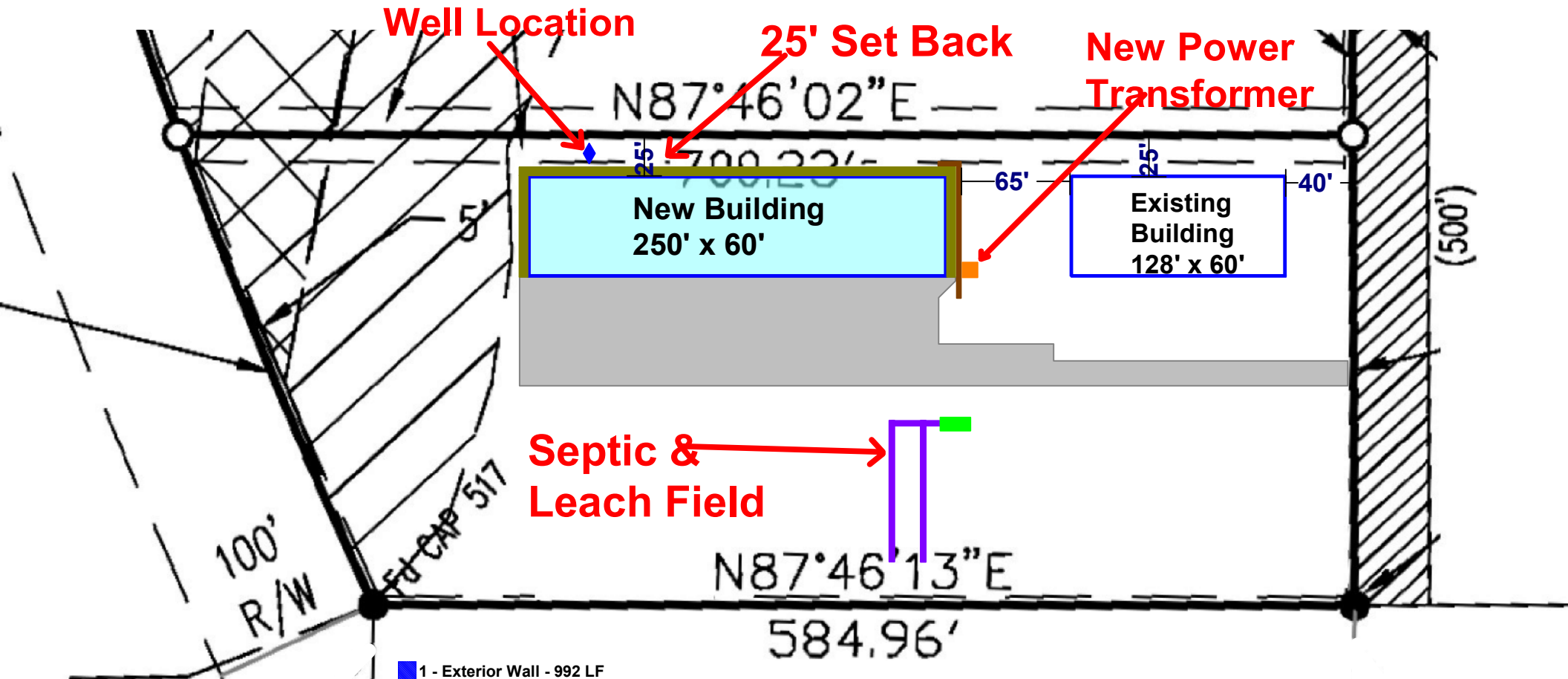
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Trent Gumm has submitted a building permit to construct a second building on a light industrial lot along Hwy 92, you may have noticed the dirt work north of the highway. Per our zoning regulations section 4.06.03, a second principal building may be built for commercial or industrial uses with the recommendation of the planning commission and final approval by the city council. There are no other setbacks or lot restrictions in place in industrial zones.

IBTS has reviewed the building plans and signed off on them. The only other item that is needed by the applicant is approval from NDEE for the placement of the well and septic. This building was originally partially in the floodplain, the applicant has since moved the location outside the floodplain making it much easier to get going.

The Planning Commission voted to recommend approval of the second structure only adding a stipulation that any outdoor storage be limited or screened as is required in the Highway Overlay district.

**Action Item:** Seeking a motion to approve the construction of a second structure on one lot for Trent Gumm.



- 1 - Exterior Wall - 992 LF
- 5 - Outside Concrete Slab - 20,656 SF
- 7 - Transformer - 1 EA
- 9 - Concrete Retaining Wall - 93 LF
- ◆ 10 - Well Head - 1 EA
- 11 - Septic Tank - 1 EA
- 12 - Leach Field - 204 LF
- 42 - Building Slab - 14,670 SF
- 43 - Outside Concrete 5' Sidewalk - 381 LF

Yutan Building #2 - KG Investments  
 Civil Site Plan  
 Drawn on 11/09/23

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** Annexation Discussion - No Action

---

On October 30th Mayor Kelly and I met with Zach Schulz, Nate Mead, and Jeff Ray from JEO. Along with Councilmember Thompson and Planning Commission Chairperson Carrie Duffy to discuss the possibility of annexing the industrial/commercial section of town along hwy 92. This would include Leeder Auto and the Dollar General, as well as, the area north of the highway, including K&M Landscaping. On a related note, Matt Keiser has also applied for a replat of his property in the same location, while related these two issues are not tied to one another. One possibility is that Keiser would be required to connect to city water and sewer services, which posed the question of connecting the entire area and annexation.

Zach has prepared some estimates to extend water and sewer services to this area and leave room to extend to future developments, at about 2.2 million. This could be paid for by the city upfront and some of the cost could be recouped through connection fees as each property ties in. The city will have room in the debt service for new bonds after this fiscal year.

We also discussed the idea of annexing all the open ground that is close to the city, Wilson's ground by the Lutheran church, Sudbeck's ground west of town, and the 40 acres south of Timbercrest. These areas would not need to be serviced at this time, we are only required to have a plan to do so, which we do. The idea is that these areas have already had some discussion of development. Annexation would add city taxes to these lots.

I wanted to present the overall plan/idea to the council so that you could all begin to think about how this would impact the city. Attached are some cost estimates of costs to the city and the property owners, also are estimates of income to the city from taxes and the potential for city sales tax.

Right now this is just a discussion, if the council is comfortable moving forward, staff can continue toward the formal annexation process. We also have each chunk broken out into separate phases so that if the entire package is too much, we can focus our efforts. I will present a breakdown of all of this and the financial impacts at the meeting.

Legal Description	Address	Parcel ID	Common Name	Recent Valuation				Infrastructure Estimated 2,200,000.00			Estimated Utility Income		
					General	Bond		Total Estimated Tax	Acres	Per Lot	Per acer	Water	Sewer
				2023	0.240833	0.16357							
Lot 1, Ajat Acres	524 CR M	3871001	K&M Landscaping	\$219,840.00	\$529.45	\$359.59	\$889.04	19.85	\$157,142.86	\$691,508.40	\$1,200.00	\$1,680.00	\$300.00
Lot 2, Ajat Acres	522 CR M	3871010	Gumm Property	\$540,000.00	\$1,300.50	\$883.28	\$2,183.78	4.14	\$157,142.86	\$144,223.92	\$240.00	\$336.00	\$60.00
Lot 1, Mason Acres	NA	3871007	JJMNZ Property	\$90,300.00	\$217.47	\$147.70	\$365.18	3.01	\$157,142.86	\$104,858.45	\$240.00	\$336.00	\$60.00
Lot 1, Mason Acres	526 CR M	3871003	Wilmer Welding	\$942,098.00	\$2,268.88	\$1,540.99	\$3,809.87	5.91	\$157,142.86	\$205,884.87	\$240.00	\$336.00	\$60.00
Lot 1, Prairie Wolf Place Replat	520 CR M	3871006	Enfield Investments	\$90,600.00	\$218.19	\$148.19	\$366.39	3.02	\$157,142.86	\$105,206.82	\$240.00	\$336.00	\$60.00
Lot 2, Prairie Wolf Place Replat	520 CR M	3871004	Wear Enterprises	\$133,800.00	\$322.23	\$218.86	\$541.09	4.46	\$157,142.86	\$155,371.66	\$240.00	\$336.00	\$60.00
Lot 3, Prairie Wolf Place Replat	520 CR M	3871005	Wear Enterprises	\$244,000.00	\$587.63	\$399.11	\$986.74	4.88	\$157,142.86	\$170,003.07	\$240.00	\$336.00	\$60.00
Lot 4, Prairie Wolf Place Replat	520 CR M	3871002	Gemprop LLC	\$388,404.00	\$935.41	\$635.31	\$1,570.72	2.171	\$157,142.86	\$75,630.47	\$240.00	\$336.00	\$60.00
Lot 1, Fox Run	520 CR M	3871008	Gemprop LLC	\$118,000.00	\$284.18	\$193.01	\$477.20	2.3608	\$157,142.86	\$82,242.47	\$240.00	\$336.00	\$60.00
TR N 1/2 NE 34-15-9	537 CR M	3890002	Spires	\$301,973.00	\$727.25	\$493.94	\$1,221.19	2.99	\$157,142.86	\$104,161.72	\$240.00	\$336.00	\$60.00
PT N 1/2 NE 34-15-9	517 CR M	3891501	Leeder	\$331,982.00	\$799.52	\$543.02	\$1,342.55	3.6	\$157,142.86	\$125,412.10	\$240.00	\$336.00	\$60.00
TR NE 34-15-9	515 CR M	3892000	Smisek	\$417,145.00	\$1,004.62	\$682.32	\$1,686.95	2.51	\$157,142.86	\$87,440.10	\$240.00	\$336.00	\$60.00
Lot 1 Dollar General Addition 34-15-9	513 CR M	3891001	Dollar General Store	\$956,047.00	\$2,302.48	\$1,563.81	\$3,866.28	1.24	\$157,142.86	\$43,197.50	\$240.00	\$336.00	\$60.00
TR E 1/2 NE NE 34-15-9	1599 CR 5	3891000	Manzitto	\$303,693.00	\$731.39	\$496.75	\$1,228.14	3.01	\$157,142.86	\$104,858.45	\$240.00	\$336.00	\$60.00
<b>Group A Totals</b>				<b>\$5,077,882.00</b>	<b>\$12,229.22</b>	<b>\$8,305.89</b>	<b>\$20,535.11</b>	<b>63.1518</b>	<b>\$2,200,000.00</b>	<b>\$2,200,000.00</b>	<b>\$4,320.00</b>	<b>\$6,048.00</b>	<b>\$1,080.00</b>

Legal Description	Address	Parcel ID	Common Name	Recent Valuation	General	Bond	Total Estimated Tax	Acres
				2003	.240833	.163570		
NE SE 27-15-9	42183 Rifle Creek Rd, Anselmo NE 68813	3870500	McGinn	\$196,326.00	\$472.82	\$321.13	\$793.95	40
<b>Group B Totals</b>				<b>\$196,326.00</b>	<b>\$472.82</b>	<b>\$321.13</b>	<b>\$793.95</b>	<b>40</b>

Legal Description	Address	Parcel ID	Common Name	Recent Valuation	General	Bond	Total Estimated Tax	Acres
				2003	.240833	.163570		
BAL TR 15 & ALL TR 17 27-15-9	16255 Woodland Dr, Omaha, NE 68136	3863500	Orchard Valley/Sudbeck	\$333,799.00	\$803.90	\$546.00	\$1,349.89	67.64
<b>Group B Totals</b>				<b>\$333,799.00</b>	<b>\$803.90</b>	<b>\$546.00</b>	<b>\$1,349.89</b>	<b>67.64</b>



Legal Description	Address	Parcel ID	Common Name	Recent Valuation	General	Bond	Total Estimated Tax	Acres
				2003	.240833	.163570		
BAL N 1/2 SW & BAL SW 27-15-9	NA	3872000	Stockman Farms LLC/Wilsons	\$454,814.00	\$1,095.34	\$743.94	\$1,839.28	100.4
SW SW 27-15-9	566 CR M	3873000	Bubba Tucker Farms	\$235,296.00	\$566.67	\$384.87	\$951.54	39.48
<b>Group B Totals</b>				<b>\$690,110.00</b>	<b>\$1,662.01</b>	<b>\$1,128.81</b>	<b>\$2,790.83</b>	<b>139.88</b>

<b>Group</b>	<b>Recent Valuation</b>	<b>General</b>	<b>Bond</b>	<b>Total Estimated Tax</b>	<b>Acres</b>	<b>Built Out Infra.</b>
<b>A</b>	\$5,077,882.00	\$12,229.22	\$8,305.89	\$20,535.11	63.1518	\$11,448.00
<b>B</b>	\$196,326.00	\$472.82	\$321.13	\$793.95	40	
<b>C</b>	\$333,799.00	\$803.90	\$546.00	\$1,349.89	67.64	
<b>D</b>	\$690,110.00	\$1,662.01	\$1,121.82	\$2,790.83	139.88	
<b>Totals</b>	<b>\$6,298,117.00</b>	<b>\$15,167.94</b>	<b>\$10,294.84</b>	<b>\$25,469.78</b>	<b>310.6718</b>	<b>\$11,448.00</b>
					368 Currently	

Yutan		Estimated Sales Tax		
Tax Year	Taxable Sales	0.05	0.1	1.5
2022	\$6,225,979	\$311,299	\$622,598	\$933,897
2021	\$7,615,048	\$380,752	\$761,505	\$1,142,257
2020	\$5,025,378	\$251,269	\$502,538	\$753,807
2019	\$4,755,426	\$237,771	\$475,543	\$713,314
2018	\$4,296,882	\$214,844	\$429,688	\$644,532
2017	\$4,528,334	\$226,417	\$452,833	\$679,250
2016	\$4,597,877	\$229,894	\$459,788	\$689,682
2015	\$4,182,578	\$209,129	\$418,258	\$627,387
2014	\$3,577,310	\$178,866	\$357,731	\$536,597
2013	\$3,114,688	\$155,734	\$311,469	\$467,203
2012	\$3,179,413	\$158,971	\$317,941	\$476,912
2011	\$2,361,447	\$118,072	\$236,145	\$354,217
2010	\$2,706,869	\$135,343	\$270,687	\$406,030
2009	\$2,752,297	\$137,615	\$275,230	\$412,845
2008	\$2,689,757	\$134,488	\$268,976	\$403,464
2007	\$4,485,056	\$224,253	\$448,506	\$672,758
2006	\$2,978,627	\$148,931	\$297,863	\$446,794
2005	\$3,570,941	\$178,547	\$357,094	\$535,641
2004	\$3,019,577	\$150,979	\$301,958	\$452,937
2003	\$2,308,110	\$115,406	\$230,811	\$346,217
2002	\$2,196,013	\$109,801	\$219,601	\$329,402
2001	\$2,101,606	\$105,080	\$210,161	\$315,241
2000	\$2,096,678	\$104,834	\$209,668	\$314,502
1999	\$2,193,751	\$109,688	\$219,375	\$329,063
1998	\$1,627,472	\$81,374	\$162,747	\$244,121
1997	\$1,462,186	\$73,109	\$146,219	\$219,328
<b>Totals</b>	<b>\$89,649,300</b>	<b>\$4,482,465</b>	<b>\$8,964,930</b>	<b>\$13,447,395</b>

<b>Proposed Annexation &amp; Estimated Increases to City Revenues</b>			
<b>Increased Valuations</b>		\$25,469.78	
<b>Sales Tax 1%</b>		\$622,598.00	
<b>Utility Revenues</b>		\$11,448.00	
<b>Total</b>		\$659,515.78	

## **Yutan Public Library Board Minutes**

Monday, November 6, 2023, at 630pm Location: 410 1<sup>st</sup> Street, Yutan, NE

Notice of meeting was posted at the Post Office, City Office, and the Library on September 29, 2023, by Librarian Dahlhauser or Director Van Ackeren

Members Present: Mary Kay Arp, Mary Jo Robinson, Vicki Wolkins and Lynn Hapke

Members Absent: Elizabeth Bullington

Library Employees Present: Laurie Van Ackeren-Director

Library Employees Absent: Michelle Dahlhauser, Betty Bidrowsky, Barb Juedes, Viki Miller

### **1. Call to Order**

a. The meeting was called to order by President Hapke at 6:33pm. She advised the Open Meeting Act is posted on the west wall.

**2. Visitors – None** (front door was left unlocked in order for visitors to enter)

**3. Review and Approval of October 2023 Minutes** (Minutes were available and President Hapke inspected them)

a. Motioned by Arp. Second by Robinson.

### **4. Financials and Claims for October 2023**

a. Financials and claims not approved as there are many questions that need to be answered. Arp suggested Brandy Gahan City Clerk, attend the next meeting to discuss the numbers.

b. Financials and claim information is tabled until next meeting; motion by Arp, second by Robinson.

c. It was noted in the month of October, the library collected \$80 for out of city membership cards and \$25 for an out of county membership card. Clerk Gahan deposited \$40 in our revenue account so there is still \$65 floating that shall be deposited in November.

## **5. Statistics for October 2023:**

- a. Revenue Total: \$3.20 for fines, \$80.00 for out of city membership cards, \$25 for out of Saunders Cty
- b. Circulation Statistics: 651 check outs
- c. Member Amount Saved: \$8,216.87
- d. Libby Checkouts: 297
- e. Patron Visits: Adults 202, Juveniles 403, TOTAL: 605
- f. Home Deliveries: 0
- g. Events for October:
  - a. Adult DIY Craft Night: Average 2
  - b. Toddler Time: Average 9
  - c. Coffee Time: Average 13
  - d. Adult Book Club: 7
  - e. Adult Movie Night (Return to Me): 5
  - f. Children's Halloween Craft Time: 2
  - g. Adult Bingo for Books: 12
  - h. Teen Halloween Movie: 1

## **6. Directors Report**

- a. New Budget sheet was presented with percentages of one month spent (fiscal year started in Oct.). All current receipts were inspected and signed by President Hapke.
- b. Director Van Ackeren advised the board that minimum wage will be increasing in January 2024 to \$12.00 so adjustments might need to be made to current salaries. January 2025 minimum wage will again increase to \$13.50. Arp motioned the discussion to be tabled until the next meeting. Second was made by Robinson.
- c. Lego Club for children ages 5 and up will start this Thursday, Nov. 9 at 5p til 6p. Director Van Ackeren asked for volunteers to help if possible. Librarians Dahlhauser and Juedes will be working.
- d. Pumpkins in the Park was cancelled due to cold weather. 180 crafts kits were purchased through OTC (Oriental Trading Company) for a total of \$54.90. They will be used next year for the event.
- e. Trustee Arp advised she watched the webinar provided by the NE Library Commission titled Open Meeting Acts. She will receive 1 credit hour towards our library board accreditation. The board needs 19 credit hours by 9/30/2024 for re-accreditation.

f. Discussion of Nov and Dec library events included: Deviled Egg Workshop (Hapke attended and advised it was a wonderful, well-organized program!), Soup Club (6 members), Adult Glass Etching Workshop (Van Ackeren will shop at The Dollar Tree to purchase more glassware), Kids Thanksgiving Craft hour, Hallmark Movie Bingo, Skipping Christmas movie night, and a Kids Scavenger Hunt. November is NE Read Aloud Month. Van Ackeren had emailed the Library Board, the City Staff, the Library Staff and the Mayor asking if they would like to read or bring treats for the children during special Story Times this month:

Nov. 4: Reader – Carsen Smith / Treats – Susan Knigge

Nov. 7: Reader – CJ Heaton / Treats – Barb Juedes

Nov. 11: Reader – Susan Knigge / Treats – Susan Knigge

Nov. 14: Reader – still open (Laurie will fill if needed) / Treats – Betty Bidrowsky

Nov. 21: Reader – Tim Hannan / Treats – CJ Heaton

Nov. 28: Reader – Brandy Gahan / Treats – Barb Juedes

The Library Board would like to thank all of the above for taking a few minutes to read to the children of Yutan.

g. Director Van Ackeren read an email to the board from City Administrator CJ Heaton, regarding laws pertaining to the library, how the library board was formed and how the library is funded. Van Ackeren forwarded that email to the Asst Director, Todd Schlechte of the NE Library Association for verification and this was read to the board as well. Clerk Gahan had emailed the City Attorney and Christa Porter (the Library Development Director of the NLC) and Van Ackeren read the response from Christa Porter. Robinson made a motion for Clerk Gahan to provide the Library Board with the 2 emails she sent (1 to Porter and 1 to the City Attorney) in hopes the email from Porter would make more sense. Hapke seconded the motion and added that the email from Porter is just the answers but not the questions. She also stated she would like to know from the NLC and a legal standpoint if what we are doing is not in compliance with the NLC, and by providing the emails, this will clear up some of the misunderstandings. The Library Board would like copies of both emails at the next board meeting in December.

h. Director Van Ackeren provided 2 reports for the library board to read on their own if they wish:

1. Report for Youth Services Retreat, Ashland NE, August 31 – September 1, 2023

2. Report for ARSL (Assoc. Of Rural & Small Libraries) in Wichita, KS, Sept 19 – 23, 2023



## **7. New Business**

a. Bullington had emailed Van Ackeren suggesting that something be done regarding the book drop as it does not close all the way after a patron drops a book in the box. Van Ackeren will glue a knob of some sort to the flap to see if this will help.

## **8. Old Business**

a. Approval for Library Card Policy. Motion by Robinson, Second by Wolkins

b. Approval for Acceptable Use of the Internet and Computers. Motion by Arp, Second by Wolkins

## **9. Adjournment**

a. Motion to Adjourn at 805pm.

b. Motioned by Arp

c. Second by Robinson

The next Library Board meeting will be Monday, December 4 at 630pm.

Submitted by: Mary Jo Robinson, Secretary & Laurie Van Ackeren, Director

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 11/14/23  
**Re:** City Administrator Report

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Office furniture was delivered and installed on 11-13, all looks and works great. New PCs were installed for the new position, Luke, and the police department. All are connected to the cloud. WIFI is being updated at the shop so that Luke has better internet access and the police cruiser and tablet can update at night.

Robert will be starting on December 18, if not a bit sooner, they are working on getting a place to live and get moved. We have had regular conversations and I am including him on anything that he may be involved with when he starts.

The city office will be closed November 23-24 for the Thanksgiving Holiday. I will be out on the 22nd also.

The city holiday gathering/appreciation dinner is December 7th at the VFW, let Brandy know how many you are bringing, families are welcome.

Yutan Sports Courts are open and the landscaping is close to done, go check them out if you haven't been up there yet.