

Agenda  
Yutan City Council  
Tuesday, December 19, 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 the November 21st, 2023 Regular Meeting
  - b. Approve Minutes of the December 7th, 2023 Special Meeting/Appreciation Dinner
  - c. Treasurer's Report
  - d. Occupation Tax Report - City Clerk/Treasurer
  - e. 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. Pam Siroky - First State Insurance
- 4) Resolutions**
- a. Resolution 2023-9 Interlocal Agreement with LARM
  - b. Resolution 2023-10 Length of Agreement with LARM
- 5) Other Action Items**
- a. Council Approval of 1st and Poplar Paving and Infrastructure Plan
  - b. Consideration of Pay Application 11 with Eriksen Construction
  - c. Consideration of Agreement with JEO to Manage Street Repairs
  - d. Creating a Key Deposit for Parks and Recreation Keys
  - e. Amending Park and Recreation Usage Fees
  - f. Approval of Keno Funds for Soccer Storage Shed

- 6) Annual Reorganizations/Appointments**
- a. Elect Council President
  - b. Appointments of the following positions
    - i. City Administrator/TIF Administrator
    - ii. City Clerk/Treasurer
    - iii. Police Chief
    - iv. Utility Superintendent
    - v. Building Inspector
    - vi. City Attorney
    - vii. City Engineer
    - viii. Zoning Administrator
  - c. Appoint Council Members to Standing Committees
  - d. Designate Physical Posting locations at the Yutan City Office, Post Office, and First State Bank Yutan as the Method of the Published Notice of the Time and Place of Each Meeting.
  - e. Designate First State Bank Yutan as the Qualifying Financial Institution for the Deposit of All Funds for the City
- 7) Discussion Items**
- a. Old generator sale or best use
  - b. Ice Rink Discussion
  - c. Burn Pile Management Discussion
- 8) Supervisor Reports**
- a. Library Director
  - b. Utility Superintendent
  - c. Police Chief
  - d. City Administrator
- 9) Items for Next Meeting Agenda**

**Meeting Adjourned**

**NEXT MEETING DATES**

**Planning Commission - January 8th, 2024, 7:00 P.M.**

**City Council Meeting - January 16th, 2024, 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, November 21, 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 21st DAY OF November 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 October 17th, 2023 Regular Meeting
- b. Treasurer's Report
- c. Claims-ARCS-LLC \$90.00, **Benefit Plans Inc.** \$172.50, **Bomgaars** \$169.50, **Canon Financial Services Inc.** \$259.50, **Capital Business Systems Inc** \$148.75, **Cardmember Services** \$3209.81, **CPR Associates** \$240.00, **Colonial Research** \$1282.20, **Cubbys** \$590.99, **Culligan** \$74.24, **DataShield** \$56.00, **Eakes** \$886.39, **ECS** \$243.80, **Vicki Engel** \$270.00, **First State Bank** \$41712.76, **Freedom Tint** \$102.60, **Great Plains Uniforms LLC** \$90.00, **JEO** \$10392.50, **JustinCase Enterprises** \$10169.00, **Konecky Oil Company** \$274.55, **Lincoln National Life Insurance Company** \$375.60, **Lowes** \$893.67, **Metropolitan Utilities District** \$102.99, **NE Department of Environment and Energy** \$403.75, **NE Public Health Environment Lab** \$246.00, **NE Rural Water Association** \$350.00, **Odeys** \$207.69, **One Call Concepts** \$27.12, **OOP Inc** \$2047.50, **OPPD** \$4460.31, **Pitney Bowes** \$242.40, **Purchase Power** \$886.69, **Quality Irrigation** \$495.00, **R &R Design and Remodling** \$500.00, **RoadRunner Transportation** \$322.50, **Time Management Systems** \$137.50, **Tys Outdoor Power & Service** \$371.64, **U.S. Cellular** \$91.40, **Laurie Van Ackeren** \$19.65, **Village of Mead** \$500.00, **Wahoo-Waverly-Ashland Newspaper** \$452.27, **Luke Woster** \$191.25, **Total w/o Payroll** \$83760.02, **Payroll** \$23627.83, **Total w/Payroll** \$107387.85
- d. A motion to approve the Consent Agenda was made by Thompson and Seconded by Peterson. Upon Roll call the vote is as follows: YEAH: Thompson, Schimenti, Chittenden, Peterson. NO: None, Motion Carried.

## 2) **Presentation From Guests**

- a. Clint Simmons, League Association of Risk Management (LARM) - City insurance coverage.
  - i. Clint Simmons presented to the council what LARM is and how it works with insuring a municipality. He also explained the benefits of LARM and how it can help the city over other insurance companies. He also went into explaining different benefits for law enforcement officers and the continuing education that they would receive. He also explained how LARM prorates the cost of insurance to work with the city's fiscal year budget. Council members Thompson and Chittenden asked what if something we thought was insured is not covered would happen. Simmons stated that they would make sure that it was covered and that we would still pay only the deductible. Council member Peterson asked how often LARM comes out and does a review and Simmons stated that they do early reviews. Council member Schimenti asked if our current insurance company would come out and inspect our current equipment and buildings. Administrator Heaton stated that as of right now our insurance company does not come out and personally inspect anything.

## 3) **Resolutions**

- a. Resolution 2023-8 Year-end Certification of City Street Superintendent  
A motion to pass Resolution 2023-8 Year-End Certificate of City Street Superintendent was made by Thompson Seconded by Schimenti. Upon Roll call the vote is as follows: YEAH: Schimenti, Chittenden, Peterson, Thompson. No: None, Motion Carried

## 4) **Other Action Items**

- a. Appointment of Steve Parr, JEO Consulting Group, as City Street Superintendent  
A motion to appoint Steve Parr, JEO Consulting Group, as City Street Superintendent was made by Thompson Seconded by Chittenden. Upon Roll call the vote is as follows: YEAH: Chittenden, Peterson, Thompson, Schimenti. No: None, Motion Carried
- b. Pay Application #15 Midtown Plumbing - Administrator Heaton explained that this is the last payment to Midtown and that with the other items tonight, Midtown would be done.  
A motion to approve pay application #15 to Midtown Plumbing in the amount of \$12,992.41 was made by Chittenden Seconded by Peterson. Upon Roll call the vote is as follows: YEAH: Peterson, Thompson, Schimenti, Chittenden. NO: None, Motion Carried
- c. Change Order #6 Midtown Plumbing  
A motion to approve change order #6 to Midtown Plumbing was made by Thompson Seconded by Peterson. Upon Roll call the vote is as follows: YEAH: Thompson, Schimenti, Chittenden, Peterson. NO: None, Motion Carried
- d. Acceptance of Certificate of Substantial Completion Midtown Plumbing  
A motion of the Acceptance of Certificate of Substantial Completion Midtown Plumbing was made by Thompson Seconded by Schimenti. Upon Roll call the vote is as follows: YEAH: Schimenti, Chittenden, Peterson, Thompson. NO: None, Motion

Carried

- e. Change Order #4 Eriksen Construction  
A motion to approve change order #4 to Eriksen Construction was made by Thompson Seconded by Chittenden. Upon Roll call the vote is as follows: YEAH: Chittenden, Peterson, Thompson, Schimenti NO: None, Motion Carried
- f. Pay Application #10 Eriksen Construction  
A motion to approve Pay Application #10 to Eriksen Construction in the amount of \$56,138.22 was made by Chittenden Seconded by Thompson. Upon Roll call the vote is as follows: YEAH: Peterson, Thompson, Schimenti, Chittenden NO: None, Motion Carried
- g. Acceptance of Certificate of Substantial Completion For Eriksen Construction  
A motion for Acceptance of Certificate of Substantial Completion for Eriksen Construction was made by Peterson Seconded by Chittenden. Upon Roll call vote as follows: YEAH: Thompson, Schimenti, Chittenden, Peterson NO: None, Motion Carried
- h. Consideration of Agreement with JEO to Manage Street Repairs - Brent Ciecior, JEO
  - i. Administrator Heaton went over that this would allow us to let JEO send this out for bids to make repairs to our streets. Council member Thompson stated that before we send out bids he would like us to contact the state about the turn-off from hwy 92 and where the city's responsibilities begin and end. Heaton stated that he had spoken to our street superintendent and everything from the highway back to town was included as city responsibility and covered in the equalization funds. Council member Thompson asked to table this motion and contact Vicki the Director of NDOT  
A motion to table the Agreement with JEO to Manage Street Repairs was made by Thompson Seconded by Chittenden. Upon Roll call vote as follows: YEAH: Shimenti, Chittenden, Peterson, Thompson. NO: None, Motion Carried
- i. Consideration of Dump Trailer Purchase
  - i. Administrator Heaton stated that he did some research into the testing and the requirements for getting a CDL and stated that it was quoted at 3200-4200 per course. Council member Thompson also stated that no matter whether you are pulling everything the gross weight would be over 26000.  
A motion for the purchase of a Dump Trailer from Big Rig for \$11,673.00 was made by Schimenti Seconded by Peterson. Upon Roll call vote as follows: YEAH: Chittenden, Peterson, Schimenti NO: Thompson, Motion Carried
- j. Consideration of Sale of Old Police Cruiser
  - i. Administrator Heaton stated that the new cruiser is 100% done. He also stated that he and Police Chief Hannan had discussed selling it or keeping it on for employees to take to training instead of selling it. Council member Peterson stated that rental cars are starting to go down and that we could possibly look into doing that.  
A motion to keep the old police cruiser for employee use was made by Schimenti and Seconded by Chittenden. Upon Roll call vote as follows: YEAH: Peterson, Thompson,

Schimenti, Chittenden. NO: None, Motion Carried

- k. Consideration of a second structure on one industrial lot for Trent Gumm at 522 CR M.
  - i. Administrator Heaton stated that working through Gumm's building permit application they would need both the planning commission and city council approval for a second building on one lot. He also stated that he moved their building out of the flood zone and that they would have to get state approval for their septic system.
  - ii. A Motion to approve the second structure for Trent Gumm at 522 CR M was made by Thompson and seconded by Chittenden. Upon Roll call the vote was as follows. YEAH: Thompson, Schimenti, Chittenden, Peterson. NO: None. Motion Carried.

## 5) Discussion Items

- a. Annexation Proposal/Utility Extension - AJAT Acres
  - i. Administrator Heaton went over the different objectives to extend the utility lines to the industrial part of town. Heaton went over how he met with different members from the planning commission, the mayor, and JEO and how the city needs to work on getting ahead of the development as Yutan grows. Heaton went over the benefits and disadvantages of annexing this area, especially when it comes to extending the utility lines. Zach stated that if a landowner was already on well and septic they were grandfathered in, but if they needed to repair them they would be required to tie into the city's utilities. Chittenden asked if our utilities are able to handle this growth. Zac stated that yes our lift station is able to handle this growth. Council member Thompson stated doing the annexation into fazes and focusing on making sure that we are heading towards growth. Council member Peterson stated her concern for annexation, especially of farm ground, the negative feedback that we could receive, and the possibility of people who have a SID going bankrupt. The consensus was that the city should continue moving forward with an official annexation plan for the industrial part of town.
- b. Old generator sale or best use
  - i. Council member Chittenden said to get the specs, do some more research and go from there before making any decisions.

## 6) Supervisor Reports

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

## Meeting Adjourned

A motion to adjourn the meeting at 8:47 pm was made by Chittenden and Seconded by Thompson. Upon Roll call vote as follows: YEAH: Schimenti, Chittenden, Peterson, Thompson. NO: None, Motion Carried

**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.

Mike Kelly, Mayor

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Brandy Bolter, City Clerk/Treasurer

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CITY OF YUTAN  
P.O. BOX 215 – 112 VINE STREET  
YUTAN, NE 68073  
(402)625-2112

EXTRACT FROM MINUTES OF A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN, IN THE COUNTY OF SAUNDERS, STATE OF NEBRASKA HELD AT YUTAN VETERAN'S COUNTRY CLUB, YUTAN, NEBRASKA ON THE 7TH DAY OF DECEMBER 2023, AT 6:00 p.m.

Notice of the meeting was given in advance thereof by posting notice, a designated method for giving notice, as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the mayor and all members of the city council and a copy of their acknowledgment of receipt of 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 6:00 p.m. by Mayor Kelly. Councilmembers Peterson, Thompson, and Chittenden were present, Councilmember Schimenti was absent. Mayor Kelly informed all individuals present of the location of the poster regarding the Open Meetings Act.

1. A city council and staff awards dinner was held. No action or public comment was taken.

A motion to adjourn the meeting was made by Peterson and seconded by Thompson. Upon roll call, vote was as follows YEA: Thompson, Chittenden, and Peterson. NO: None. Motion carried. Meeting adjourned at 7:31 p.m.

**NEXT REGULAR MEETING – December 19, 2023, 7:00 p.m. at City Hall**

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Mike Kelly, Mayor

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Brandy Bolter, City Clerk






Vendor	Amount	Discription	Account
ARCS-LLC	\$5,829.36	Monthly google workspace, computers and setup for Police, Robert, and Luke	10370, 10310
Big Rig Repair, INC	\$11,972.00	New Dump Trailer	21060
Black Rain Ordnance, Inc	\$1,728.00	New Police Rifle	11260
Bromm Lindahl Freeman-Caddy & Lausterer	\$1,547.00	Attorney Fees and Annual Retainer	10200
Canon Financial Services Inc.			
Capital Business Systems, Inc	\$207.10	Office phone for new employee and office phone	10680, 10080, 90080, 11080
Cardmember Services	\$2,708.46	Montly Credit Card Bill	Multiple
CHI Health Company Care	\$114.00	Employee Physical	10280
Commercial Recreation Specialists	\$1,341.40	Parts for splash pad repairs	14340
Cubby's	\$676.87	Monthly Gas Bill	20240, 80240, 90240, 11240
Culligan	\$74.75	Water coolers and water for shop,library, and office	10260, 13260, 20260, 80260, 90260
Dahlhauser-Smith, Michelle	\$43.88	Reimbursment for program	13110
Drop In Portables	\$636.66	Toilet Rentals	14260
Eakes Office Solutions	\$18,783.82	New office furniture, office supplies, and online database	10370, 10260, 10310
ECS Technology Solutions	\$287.80	Microsoft workspace, virus protection, and domain registration	10310
Engel, Vicki	\$270.00	Office Cleaning	10260
Gahan, Brandy	\$106.98	Office Suppleis	10260
JEO Consulting Group	\$9,105.00	Muiltple Projects	10290, 80790, 90960, 20630
Johnson Service Company	\$6,750.00	Storm sewer cleanout	90720
Josoff, Jen	\$1,450.00	Catering for staff appreciation dinner	10340
Konecky Oil Company	\$70.75	Police Cruiser Oil change	11260
Lincoln National Life Insurance Company	\$321.61	Life Insurance	10240
Lowe's	\$327.48	Street, Water, and Park Supplies and Park improvements	20260, 14260, 14390, 80260
Menards	\$993.28	Pickleball and office supplies	10260, 14390
Metropolitan Utilities District	\$310.94	Gas Utilities for Shop and Office	10110, 20820
NDEE	\$1,635.52	Fiscal Services Loan #C318035	90150
Nebraska Public Health Environmental Lab	\$30.00	water testing	80640
Nebraska Rural Water Association	\$350.00	Annual Membership Dues	10280, 80280
NMC CAT	\$1,353.00	Yearly Generator Services	90690
One Source	\$99.00	Background Check	10280
OPPD	\$4,818.14	Electrical Bill	Multiple
Pitney Bowes Global Financial Services	\$333.69	Postage Machine Lease	10680
Pitney Bowes Purchase Power	\$845.39	Postage for Mailing	10260, 80260, 90260
RoadRunner Transportation LLC	\$322.50	Monthly Trash Services	20810
The Diamonds Groundskeeper	\$500.00	Conditioner for ballfields	14390
Time Management Systems Inc.	\$3,124.50	Digital timecards and contract buyout	10310
Ty's Outdoor Power & Service	\$8,530.67	New Mower and labor for clutch repair	21060, 14340
Uline	\$73.45	Key tags and rings	10260
U.S. Cellular	\$91.40	Cellphones	90080, 11080, 10080
Valley Corporation	\$70.14	Fill Dirt	14320
Wahoo-Waverly-Ashland Newspaper	\$519.50	November Publishing	10330
Yutan Country Club	\$50.00	Cleaning fee	10340
Total w/o Payroll	\$88,404.04		
Payroll	\$28,393.98		
Total w/ Payroll	\$116,798.02		

**RETURN SERVICE REQUESTED**

>001486 6014595 0001 92547 20Z

0001960  
AZ10  
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	XXXXXXXXXXXXXXXX3377	\$170,856.96
BUSINESS MMA	XXXXXXXXXXXXXXXX7727	\$466,588.03
<b>Total Current Value</b>		<b>\$637,444.99</b>

**BUSINESS INTEREST-XXXXXXXXXXXXXXXX3377**

**Account Summary**

Date	Description	Amount
11/01/2023	<b>Beginning Balance</b>	<b>\$478,470.95</b>
	34 Credit(s) This Period	\$141,302.09
	54 Debit(s) This Period	\$448,916.08
11/30/2023	<b>Ending Balance</b>	<b>\$170,856.96</b>

**Interest Summary**

Description	Amount
Interest Earned From 11/01/2023 Through 11/30/2023	
Annual Percentage Yield Earned	0.50%
Interest Days	30
Interest Earned	\$63.49
Interest Paid This Period	\$63.49
Interest Paid Year-to-Date	\$853.71
Average Ledger Balance	\$154,499.40

**Deposits**

Date	Description	Amount
11/09/2023	DEPOSIT	\$4,196.49
11/16/2023	DEPOSIT	\$9,193.71
11/20/2023	DEPOSIT	\$2,736.33
11/30/2023	DEPOSIT	\$8,945.72

**Electronic Credits**

Date	Description	Amount
11/02/2023	Nebraska.g 5688 Yutan City Util	\$381.34
11/03/2023	Nebraska.g 5690 Yutan City Util	\$89.90
11/06/2023	Nebraska.g 5692 Yutan City OTC/	\$50.00
11/06/2023	Nebraska.g 5692 Yutan City Util	\$143.29
11/07/2023	Nebraska.g 5694 Yutan City Util	\$103.00
11/07/2023	CITY OF YUTAN UTLTY BILL XXXXX9531	\$22,358.74
11/08/2023	Nebraska.g 5696 Yutan City OTC/	\$207.20
11/09/2023	NPAIT NPAIT 58520	\$38.85
11/09/2023	Nebraska.g 5698 Yutan City OTC/	\$150.00
11/09/2023	Nebraska.g 5698 Yutan City Util	\$340.05
11/09/2023	NPAIT NPAIT 58520	\$4,037.43
11/09/2023	STATE OF NE ST PAYMENT 476006426	\$15,671.84
11/10/2023	Nebraska.g 5700 Yutan City Util	\$65.23



**BUSINESS INTEREST-XXXXXXXXXXXX3377 (continued)**

**Electronic Credits (continued)**

Date	Description	Amount
11/13/2023	Nebraska.g 5702 Yutan City Util	\$129.30
11/14/2023	Nebraska.g 5704 Yutan City Util	\$61.12
11/16/2023	Nebraska.g 5708 Yutan City Util	\$127.13
11/17/2023	Nebraska.g 5710 Yutan City Util	\$142.57
11/20/2023	Nebraska.g 5712 Yutan City Util	\$172.42
11/21/2023	Nebraska.g 5714 Yutan City Util	\$57.12
11/22/2023	Nebraska.g 5716 Yutan City Util	\$67.01
11/24/2023	Nebraska.g 5718 Yutan City Util	\$809.77
11/27/2023	SRF Loan Payments	\$70,000.00
11/27/2023	NPAIT NPAIT 58520	\$53.06
11/27/2023	Nebraska.g 5720 Yutan City OTC/	\$150.00
11/27/2023	Nebraska.g 5720 Yutan City Util	\$162.04
11/27/2023	NPAIT NPAIT 58520	\$425.87
11/28/2023	Nebraska.g 5722 Yutan City Util	\$127.07
11/29/2023	Nebraska.g 5724 Yutan City Util	\$8.00
11/30/2023	Nebraska.g 5726 Yutan City Util	\$37.00



**Other Credits**

Date	Description	Amount
11/30/2023	INTEREST	\$63.49

**Electronic Debits**

Date	Description	Amount
11/01/2023	T ROWE PRICE INVESTMENT 694248 231031	\$1,216.13
11/02/2023	TASC TASCFUNDS 2f2e13e89bb6596	\$1,067.83
11/03/2023	NBF BUS TX NEB DEPT REVENUE TXP* 01000207152* 04100* 231031* T* 0000088561* EFWSCT*	\$885.61
11/06/2023	OMAHA PUBLIC POW BILLPAY OMAHA PUBLIC PO	\$33.00
11/06/2023	OMAHA PUBLIC POW BILLPAY OMAHA PUBLIC PO	\$4,613.04
11/10/2023	U.S. CELLULAR CELLULAR 89173036	\$91.40
11/13/2023	CITY OF YUTAN PAYROLL XXXXX9531	\$9,746.87
11/16/2023	PREPAYMNT * LINCOLN NATLIFE 91000011123502	\$375.60
11/27/2023	CITY OF YUTAN PAYROLL XXXXX9531	\$9,843.03
11/28/2023	OMAHA PUBLIC POW BILLPAY OMAHA PUBLIC PO	\$33.00
11/28/2023	OMAHA PUBLIC POW BILLPAY OMAHA PUBLIC PO	\$4,427.31

**Other Debits**

Date	Description	Amount
11/01/2023	Grant	\$349,121.00
11/10/2023	RETURN DEPOSIT FEE	\$7.50
11/10/2023	RETURNED DEPOSIT ITEM-APRIL MARTIN	\$74.29

**Checks Cleared**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
27302	11/21/2023	\$148.03	27372	11/28/2023	\$169.50	27384	11/28/2023	\$243.80
27311*	11/07/2023	\$535.63	27373	11/28/2023	\$172.50	27385	11/27/2023	\$270.00
27320*	11/30/2023	\$84.00	27374	11/30/2023	\$148.75	27388*	11/22/2023	\$19,170.62
27327*	11/03/2023	\$396.44	27375	11/30/2023	\$3,209.81	27389	11/28/2023	\$90.00
27344*	11/09/2023	\$323.39	27377*	11/28/2023	\$240.00	27390	11/27/2023	\$191.25
27352*	11/16/2023	\$275.00	27378	11/28/2023	\$74.24	27391	11/28/2023	\$10,392.50
27357*	11/03/2023	\$520.00	27379	11/28/2023	\$59.29	27392	11/27/2023	\$10,169.00
27366*	11/07/2023	\$648.73	27380	11/28/2023	\$1,282.20	27393	11/29/2023	\$274.55
27367	11/15/2023	\$705.61	27381	11/30/2023	\$590.99	27394	11/27/2023	\$19.65
27368	11/20/2023	\$523.28	27382	11/27/2023	\$56.00	27396*	11/29/2023	\$12,992.41
27371*	11/30/2023	\$90.00	27383	11/28/2023	\$886.39	27399*	11/30/2023	\$246.00

**BUSINESS INTEREST-XXXXXXXXXXXX3377 (continued)**

**Checks Cleared (continued)**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
27402*	11/28/2023	\$207.69	27409	11/28/2023	\$137.50	27414	11/27/2023	\$710.71
27403	11/29/2023	\$27.12	27410	11/29/2023	\$371.64			
27408*	11/28/2023	\$322.50	27413*	11/29/2023	\$403.75			

\* Indicates skipped check number

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
11/01/2023	\$128,133.82	11/10/2023	\$166,770.32	11/21/2023	\$167,615.63
11/02/2023	\$127,447.33	11/13/2023	\$157,152.75	11/22/2023	\$148,512.02
11/03/2023	\$125,735.18	11/14/2023	\$157,213.87	11/24/2023	\$149,321.79
11/06/2023	\$121,282.43	11/15/2023	\$156,508.26	11/27/2023	\$198,853.12
11/07/2023	\$142,559.81	11/16/2023	\$165,178.50	11/28/2023	\$180,241.77
11/08/2023	\$142,767.01	11/17/2023	\$165,321.07	11/29/2023	\$166,180.30
11/09/2023	\$166,878.28	11/20/2023	\$167,706.54	11/30/2023	\$170,856.96

**BUSINESS MMA-XXXXXXXXXXXX7727**

**Account Summary**

Date	Description	Amount
11/01/2023	Beginning Balance	\$186,610.37
	2 Credit(s) This Period	\$349,977.66
	1 Debit(s) This Period	\$70,000.00
11/30/2023	Ending Balance	\$466,588.03

**Interest Summary**

Description	Amount
Interest Earned From 11/01/2023 Through 11/30/2023	
Annual Percentage Yield Earned	2.00%
Interest Days	30
Interest Earned	\$856.66
Interest Paid This Period	\$856.66
Interest Paid Year-to-Date	\$9,676.96
Average Ledger Balance	\$526,398.03

**Electronic Credits**

Date	Description	Amount
11/01/2023	Grant	\$349,121.00

**Other Credits**

Date	Description	Amount
11/30/2023	INTEREST	\$856.66

**Other Debits**

Date	Description	Amount
11/27/2023	SRF Loan Payments	\$70,000.00

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
11/01/2023	\$535,731.37	11/27/2023	\$465,731.37	11/30/2023	\$466,588.03

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DEPOSIT TICKET  
FROM CLEAR CHECKS FROM OTHER BANKS WITH FIRST STATE FEES

DATE	CHECK NO.	AMOUNT	MEMO
11-09-23	228	4196.49	45 checks
TOTAL ITEMS		48	
TOTAL AMOUNT		\$ 4,196.49	

CITY OF YUTAN  
GENERAL FUND  
PO BOX 819  
YUTAN, NE 68073

⑆10490953⑆ 0623377⑆ 032

#0000 11/09/2023 \$4,196.49

DEPOSIT TICKET  
FROM CLEAR CHECKS FROM OTHER BANKS WITH FIRST STATE FEES

DATE	CHECK NO.	AMOUNT	MEMO
11-16-23	229	9193.71	46 checks
TOTAL ITEMS		106	
TOTAL AMOUNT		\$ 9,193.71	

CITY OF YUTAN  
GENERAL FUND  
PO BOX 819  
YUTAN, NE 68073

⑆10490953⑆ 0623377⑆ 032

#0000 11/16/2023 \$9,193.71

DEPOSIT TICKET  
FROM CLEAR CHECKS FROM OTHER BANKS WITH FIRST STATE FEES

DATE	CHECK NO.	AMOUNT	MEMO
11-20-23	230	2736.33	46 checks
TOTAL ITEMS		106	
TOTAL AMOUNT		\$ 2,736.33	

CITY OF YUTAN  
GENERAL FUND  
PO BOX 819  
YUTAN, NE 68073

⑆10490953⑆ 0623377⑆ 032

#0000 11/20/2023 \$2,736.33

DEPOSIT TICKET  
FROM CLEAR CHECKS FROM OTHER BANKS WITH FIRST STATE FEES

DATE	CHECK NO.	AMOUNT	MEMO
11-30-23	231	8945.72	46 checks
TOTAL ITEMS		106	
TOTAL AMOUNT		\$ 8,945.72	

CITY OF YUTAN  
GENERAL FUND  
PO BOX 819  
YUTAN, NE 68073

⑆10490953⑆ 0623377⑆ 032

#0000 11/30/2023 \$8,945.72

CITY OF YUTAN  
P.O. BOX 819, 112 1/2ND ST.  
YUTAN, NE 68073  
(402) 823-2112

27302

09/20/2023

PAY TO THE ORDER OF: TIM JACOBY \$ 148.03

One hundred forty eight dollars and three cents

TIM JACOBY  
2702 133RD CIRCLE  
APARTMENT 3A  
ELKHORN NE 68022

MAYOR/CLERK  
Emily M. Kelly

#027302⑆ ⑆10490953⑆ 0623377⑆

#27302 11/21/2023 \$148.03

CITY OF YUTAN  
P.O. BOX 819, 112 1/2ND ST.  
YUTAN, NE 68073  
(402) 823-2112

27311

10/2/2023

PAY TO THE ORDER OF: ADAM BATES \$ 535.63

Five hundred thirty five dollars and sixty three cents

ADAM BATES  
3202 Mirror Cir  
Belvue, NE 68123

MAYOR/CLERK  
Emily M. Kelly

#027311⑆ ⑆10490953⑆ 0623377⑆

#27311 11/07/2023 \$535.63

CITY OF YUTAN  
P.O. BOX 819, 112 1/2ND ST.  
YUTAN, NE 68073  
(402) 823-2112

27320

10/18/2023

PAY TO THE ORDER OF: ARCS-LLC \$ 84.00

Eighty four dollars and no cents

ARCS-LLC  
783 COUNTRY ROAD 5  
YUTAN NE 68073

MAYOR/CLERK  
Emily M. Kelly

#027320⑆ ⑆10490953⑆ 0623377⑆

#27320 11/30/2023 \$84.00

CITY OF YUTAN  
P.O. BOX 819, 112 1/2ND ST.  
YUTAN, NE 68073  
(402) 823-2112

27327

10/18/2023

PAY TO THE ORDER OF: D & T BHIRTIFIED \$ 396.44

Three hundred ninety six dollars and forty four cents

D & T BHIRTIFIED  
335 N PARK AVE  
FREMONT NE 68025

MAYOR/CLERK  
Emily M. Kelly

#027327⑆ ⑆10490953⑆ 0623377⑆

#27327 11/03/2023 \$396.44

CITY OF YUTAN  
P.O. BOX 819, 112 1/2ND ST.  
YUTAN, NE 68073  
(402) 823-2112

27344

10/18/2023

PAY TO THE ORDER OF: Lowe's Home Centers Inc \$ 323.39

Three hundred twenty three dollars and thirty nine cents

Lowe's Home Centers Inc  
P.O. Box 530954  
Atlanta GA 30353-0954

MAYOR/CLERK  
Emily M. Kelly

#027344⑆ ⑆10490953⑆ 0623377⑆

#27344 11/09/2023 \$323.39

CITY OF YUTAN  
P.O. BOX 819, 112 1/2ND ST.  
YUTAN, NE 68073  
(402) 823-2112

27352

10/18/2023

PAY TO THE ORDER OF: Nebraska Rural Water Assoc. \$ 275.00

Two hundred seventy five dollars and no cents

Nebraska Rural Water Assoc.  
3300 Fonderosa Street  
Wahoo NE 68066

MAYOR/CLERK  
Emily M. Kelly

#027352⑆ ⑆10490953⑆ 0623377⑆

#27352 11/16/2023 \$275.00

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27357

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

10/16/2023

PAY TO THE ORDER OF: Spectra Associates, Inc \$ 520.00

Five hundred twenty dollars and no cents

Spectra Associates, Inc  
PO Box 333  
Denver NE 12054

MAYOR/CLERK  
[Signature]

#D 27357# #104909531# 0623377#

#27357 11/03/2023 \$520.00

27366

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

10/30/2023

PAY TO THE ORDER OF: ADAM BATES \$ 648.73

Six hundred forty-eight dollars and seventy three cents

ADAM BATES  
3203 Mirror Cir  
Bellevue, NE 68123

MAYOR/CLERK  
[Signature]

#D 27366# #104909531# 0623377#

#27366 11/07/2023 \$648.73

27367

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/13/2023

PAY TO THE ORDER OF: TIMOTHY B HANNAH \$ 705.61

Seven hundred five dollars and sixty one cents

TIMOTHY B HANNAH  
880 COUNTY ROAD R  
MEAD, NE 68041

MAYOR/CLERK  
[Signature]

#D 27367# #104909531# 0623377#

#27367 11/15/2023 \$705.61

27368

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/13/2023

PAY TO THE ORDER OF: KRISTEN L RUSSELL \$ 523.28

Five hundred twenty three dollars and twenty eight cents

KRISTEN L RUSSELL  
4817 N 80th  
Omaha, NE 68134

MAYOR/CLERK  
[Signature]

#D 27368# #104909531# 0623377#

#27368 11/20/2023 \$523.28

27371

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/22/2023

PAY TO THE ORDER OF: ARCS-LLC \$ 90.00

Ninety dollars and no cents

ARCS-LLC  
783 COUNTRY ROAD S  
YUTAN NE 68073

MAYOR/CLERK  
[Signature]

#D 27371# #104909531# 0623377#

#27371 11/30/2023 \$90.00

27372

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/22/2023

PAY TO THE ORDER OF: BCMGAARS \$ 169.50

One hundred sixty nine dollars and fifty cents

BCMGAARS  
1805 ZENITH DRIVE  
SIOUX CITY IA 51103-5207

MAYOR/CLERK  
[Signature]

#D 27372# #104909531# 0623377#

#27372 11/28/2023 \$169.50

27373

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/22/2023

PAY TO THE ORDER OF: BenefitPlansInc \$ 172.50

One hundred seventy two dollars and fifty cents

BenefitPlansInc  
16924 Frances Street Suite 100  
Omaha NE 68130

MAYOR/CLERK  
[Signature]

#D 27373# #104909531# 0623377#

#27373 11/28/2023 \$172.50

27374

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/22/2023

PAY TO THE ORDER OF: CAPITAL BUSINESS SYSTEMS, INC \$ 148.75

One hundred forty eight dollars and seventy five cents

CAPITAL BUSINESS SYSTEMS, INC  
PO BOX 508  
3001 E. PERSHING BLVD. SUITE 100  
CHEYENNE WY 82001

ACCOUNT #T09312

MAYOR/CLERK  
[Signature]

#D 27374# #104909531# 0623377#

#27374 11/30/2023 \$148.75

27375

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/22/2023

PAY TO THE ORDER OF: CARDMEMBER SERVICE \$ 3,209.81

Three thousand two hundred nine dollars and eighty one cents

CARDMEMBER SERVICE  
P.O. Box 780408  
St. Louis MO 63178-0408

MAYOR/CLERK  
[Signature]

#D 27375# #104909531# 0623377#

#27375 11/30/2023 \$3,209.81

27377

CITY OF YUTAN  
P.O. BOX 215, 112 WEST ST.  
YUTAN, NE 68073  
(402) 688-2112

First State  
76-953/1049

11/22/2023

PAY TO THE ORDER OF: CPR ASSOC \$ 240.00

Two hundred forty dollars and no cents

CPR ASSOC.  
271 N. 31ST  
SH 68603

MAYOR/CLERK  
[Signature]

#D 27377# #104909531# 0623377#

#27377 11/28/2023 \$240.00

27378

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF CULLIGAN OF OMAHA \$ 74.24

Seventy four dollars and twenty four cents

CULLIGAN OF OMAHA  
 PO BOX 2932  
 WICHITA KS 67201-2932

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO

#027378# 104909531# 0623377#

#27378 11/28/2023 \$74.24

27379

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF Canon Financial Services \$ 59.29

Forty nine dollars and twenty nine cents

Canon Financial Services  
 14904 Collections Center Drive  
 Chicago IL 60693-0149

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO CONTRACT #0094400-001

#027379# 104909531# 0623377#

#27379 11/28/2023 \$59.29

27380

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF Colonial Research \$ 1,282.20

One thousand two hundred eighty two dollars and twenty cents

Colonial Research  
 PO Box 609  
 Norfolk NE 68702

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO

#027380# 104909531# 0623377#

#27380 11/28/2023 \$1,282.20

27381

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF Cubby's \$ 590.99

Five hundred ninety dollars and ninety nine cents

Cubby's  
 Attn: Accounts Receivable  
 9228 Mormon Bridge Plaza, Suite #6  
 Omaha NE 68162

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO ACCOUNT #0000827

#027381# 104909531# 0623377#

#27381 11/30/2023 \$590.99

27382

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF DATASHIELD CORPORATION \$ 56.00

Fifty six dollars and no cents

DATASHIELD CORPORATION  
 PO BOX 8458  
 OMAHA NE 68108

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO CUSTOMER #2516-1

#027382# 104909531# 0623377#

#27382 11/27/2023 \$56.00

27383

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF BAKES OFFICE SOLUTIONS \$ 886.39

Eight hundred eighty six dollars and thirty nine cents

BAKES OFFICE SOLUTIONS  
 PO BOX 2098  
 GRAND ISLAND NE 68802-2098

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO ACCOUNT #145803

#027383# 104909531# 0623377#

#27383 11/28/2023 \$886.39

27384

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF ECS Technology Solutions \$ 243.80

Two hundred forty three dollars and eighty cents

ECS Technology Solutions  
 2720 N 208th St  
 Elkhorn NE 68022

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO

#027384# 104909531# 0623377#

#27384 11/28/2023 \$243.80

27385

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF VICKI ENGEL \$ 270.00

Two hundred seventy dollars and no cents

VICKI ENGEL  
 505 FIFTH STREET  
 YUTAN NE 68073

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO

#027385# 104909531# 0623377#

#27385 11/27/2023 \$270.00

27388

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF First State Bank Nebraska \$ 19,170.62

Nineteen thousand one hundred seventy dollars and sixty two cents

First State Bank Nebraska  
 P.O. Box 130  
 Yutan NE 68073-0130

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO

#027388# 104909531# 0623377#

#27388 11/22/2023 \$19,170.62

27389

CITY OF YUTAN  
 P.O. BOX 216, 112 WEST ST.  
 YUTAN, NE 68073  
 (402) 429-3112

11/22/2023

PAY TO THE ORDER OF Great Plains Uniforms LLC \$ 90.00

Ninety dollars and no cents

Great Plains Uniforms LLC  
 4308 S. 89th Street  
 Omaha NE 68122

MAYOR/CLERK  
*Keith M Kelly*  
 AUTHORIZED SIGNATURE

MEMO

#027389# 104909531# 0623377#

#27389 11/28/2023 \$90.00



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CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27390

11/22/2023

PAY TO THE ORDER OF: Gregory Luke Woster \$ 191.25

One hundred ninety one dollars and twenty five cents

Gregory Luke Woster  
551 County Road M  
Yutan NE 68073

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027390# #104909531# 0623377#

#27390 11/27/2023 \$191.25

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27391

11/22/2023

PAY TO THE ORDER OF: JEO Consulting Group Inc \$ 10,392.50

Ten thousand three hundred ninety two dollars and fifty cents

JEO Consulting Group Inc  
1837 N Chenui St -  
Wingo NE 68066

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027391# #104909531# 0623377#

#27391 11/28/2023 \$10,392.50

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27392

11/22/2023

PAY TO THE ORDER OF: JustinCase Enterprises LLC \$ 10,169.00

Ten thousand one hundred sixty nine dollars and no cents

JustinCase Enterprises LLC  
309 Ijan Drive  
Yutan NE 68073

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027392# #104909531# 0623377#

#27392 11/27/2023 \$10,169.00

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27393

11/22/2023

PAY TO THE ORDER OF: Konecky D&S \$ 274.55

Two hundred seventy four dollars and fifty five cents

Konecky O!  
990 County Road M  
Need NE 68041-4028

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027393# #104909531# 0623377#

#27393 11/29/2023 \$274.55

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27394

11/22/2023

PAY TO THE ORDER OF: Laurie Van Ackeren \$ 19.65

Nineteen dollars and sixty five cents

Laurie Van Ackeren  
2638 Reed Lane  
Fremont NE 68025

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027394# #104909531# 0623377#

#27394 11/27/2023 \$19.65

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27396

11/22/2023

PAY TO THE ORDER OF: MIDTOWN PLUMBING \$ 12,992.41

Twelve thousand nine hundred ninety two dollars and forty one cents

MIDTOWN PLUMBING  
ATTN: TAMMY TURNER  
3432 N STREET  
LINCOLN NE 68510

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027396# #104909531# 0623377#

#27396 11/29/2023 \$12,992.41

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27399

11/22/2023

PAY TO THE ORDER OF: NE Public Health Environmental Lab \$ 246.00

Two hundred forty six dollars and no cents

NE Public Health Environmental Lab  
3701 G 14 St  
PO Box 22780  
Lincoln NE 68602

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO  
CLIENT #NE3115515

#027399# #104909531# 0623377#

#27399 11/30/2023 \$246.00

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27402

11/22/2023

PAY TO THE ORDER OF: Oceya Inc \$ 207.69

Two hundred seven dollars and sixty nine cents

Oceya Inc  
811 S 20th Street  
Omaha NE 68108

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027402# #104909531# 0623377#

#27402 11/28/2023 \$207.69

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27403

11/22/2023

PAY TO THE ORDER OF: One Call Concepts, Inc \$ 27.12

Twenty seven dollars and twelve cents

One Call Concepts, Inc  
7223 Parkway Drive, Suite 210  
Hanover MD 21075

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO  
ACCOUNT #04-YUTAN

#027403# #104909531# 0623377#

#27403 11/29/2023 \$27.12

CITY OF YUTAN  
P.O. BOX 216, 112 W 6th ST.  
YUTAN, NE 68073  
(402) 425-2112

First State  
76-953/1049

27408

11/22/2023

PAY TO THE ORDER OF: Roadrunner Transportation LLC \$ 322.50

Three hundred twenty two dollars and fifty cents

Roadrunner Transportation LLC  
1274 South T-Corner Road  
Weston NE 68070

MAYOR/CLERK  
L. M. Kelly  
B. Kelly

MEMO

#027408# #104909531# 0623377#

#27408 11/28/2023 \$322.50

27409

CITY OF YUTAN  
 P.O. BOX 216, 113 WEST ST.  
 YUTAN, NE 68073  
 (402) 435-2112

First State  
 BANK NEBRASKA  
 76-953/1049

11/22/2023

PAY TO THE ORDER OF TIME MANAGEMENT SYSTEMS, INC. \$ 317.50

Three hundred thirty seven dollars and fifty cents

TIME MANAGEMENT SYSTEMS, INC.  
 4050 STADIUM DRIVE  
 SIOUX CITY IA 51105

MAYOR/CLERK  
*[Signature]*

MEMO

⑆027409⑆ ⑆10490953⑆ ⑆0623377⑆

#27409 11/28/2023 \$137.50

27410

CITY OF YUTAN  
 P.O. BOX 216, 113 WEST ST.  
 YUTAN, NE 68073  
 (402) 435-2112

First State  
 BANK NEBRASKA  
 76-953/1049

11/22/2023

PAY TO THE ORDER OF Ty's Outdoor Power & Service \$ 371.64

Three hundred seventy one dollar and sixty four cents

Ty's Outdoor Power & Service  
 PO Box 850  
 Gretna NE 68028

MAYOR/CLERK  
*[Signature]*

MEMO

⑆027410⑆ ⑆10490953⑆ ⑆0623377⑆

#27410 11/29/2023 \$371.64

27413

CITY OF YUTAN  
 P.O. BOX 216, 113 WEST ST.  
 YUTAN, NE 68073  
 (402) 435-2112

First State  
 BANK NEBRASKA  
 76-953/1049

11/22/2023

PAY TO THE ORDER OF NE Dept of Environment and Energy \$ 403.75

Four hundred three dollars and seventy five cents

NE Dept of Environment and Energy  
 Division of Drinking Water  
 Water Operator Licenseurs  
 PO Box 98922  
 Lincoln, NE 68509-8922

MAYOR/CLERK  
*[Signature]*

MEMO

⑆027413⑆ ⑆10490953⑆ ⑆0623377⑆

#27413 11/29/2023 \$403.75

27414

CITY OF YUTAN  
 P.O. BOX 216, 113 WEST ST.  
 YUTAN, NE 68073  
 (402) 435-2112

First State  
 BANK NEBRASKA  
 76-953/1049

11/27/2023

PAY TO THE ORDER OF TIMOTHY S HANNAH \$ 710.71

Seven hundred ten dollars and seventy one cents

TIMOTHY S HANNAH  
 850 COUNTY ROAD R  
 MEAD, NE 68041

MAYOR/CLERK  
*[Signature]*

MEMO

⑆027414⑆ ⑆10490953⑆ ⑆0623377⑆

#27414 11/27/2023 \$710.71



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December 2023 Statement

Open Date: 11/07/2023 Closing Date: 12/06/2023

Account: 4798 5100 5564 4096



Visa® Community Card

Elan Financial Services



1-866-552-8855

BUS 30 ELN

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CITY OF YUTAN (CPN 001592230)

<b>New Balance</b>	<b>\$2,741.66</b>
<b>Minimum Payment Due</b>	<b>\$1,372.00</b>
<b>Payment Due Date</b>	<b>01/03/2024</b>

<b>Reward Points</b>	
Earned This Statement	2,772
Reward Center Balance as of 12/05/2023	57,558
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$3,179.53
Payments	-	\$3,209.81 <sup>CR</sup>
Other Credits	-	\$323.00 <sup>CR</sup>
Purchases	+	\$3,094.94
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>\$2,741.66</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$1,372.00</b>
Credit Line		\$6,000.00
Available Credit		\$3,258.34
Days in Billing Period		30

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



0047985100556440960001372000002741668

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>	1/03/2024
<b>New Balance</b>	\$2,741.66
<b>Minimum Payment Due</b>	\$1,372.00

Amount Enclosed

\$2,708.46

000029258 01 SP 000638610358339 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





December 2023 Statement 11/07/2023 - 12/06/2023  
 CITY OF YUTAN (CPN 001592230)

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Elan Financial Services 1-866-552-8855



**Community Card Rewards**

<b>Rewards Center Activity as of 12/05/2023</b>	
Rewards Center Activity*	0
Rewards Center Balance	57,558

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,772	27,257
<b>Total Earned</b>	<b>2,772</b>	<b>27,257</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>Purchases and Other Debits</b>					
11/08	11/08	6319	Amazon.com*7T5AY6I23 Amzn.com/bill WA	\$17.96	13100
11/13	11/10	8036	DOLLAR TREE FREMONT NE	\$17.39	13110
11/14	11/14	6225	Amazon.com*KU8XP0Q23 Amzn.com/bill WA	\$19.96	13100
11/15	11/14	0575	AMAZON.COM*1B0HQ4P33 SEATTLE WA	\$27.33	13100
11/15	11/14	6244	AMAZON.COM*8E6VS8D53 SEATTLE WA	\$381.67	13100
11/16	11/15	5266	Amazon.com*7M2G19K93 Amzn.com/bill WA	\$50.77	13100, 13260
11/22	11/21	1523	HY-VEE FREMONT 1185 FREMONT NE	\$9.25	13260
11/27	11/24	6894	MENARDS FREMONT NE FREMONT NE	\$29.29	13110
12/04	12/01	9634	Amazon.com*6I3MX6SC3 Amzn.com/bill WA	\$25.60	13100
12/04	12/01	8540	Amazon.com*HN87X4E13 Amzn.com/bill WA	\$77.78	13100
12/04	12/01	2666	AMAZON.COM*HC7ZE22C3 SEATTLE WA	\$45.69	13100
12/04	11/30	0901	DOLLAR GENERAL #18402 YUTAN NE	\$16.45	13260
12/05	12/04	6545	Amazon.com*160G10KD3 Amzn.com/bill WA	\$20.29	13100
12/06	12/05	1560	AMZN Mktg US*2X5PY1LP3 Amzn.com/bill WA	\$24.99	13100
<b>Total for Account 4798 5100 5738 6498</b>				<del>\$764.42</del>	744.46



December 2023 Statement 11/07/2023 - 12/06/2023  
 CITY OF YUTAN (CPN 001592230)

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 Elan Financial Services ( 1-866-552-8855

Transactions		WOSTER, GREGORY L		Credit Limit \$1000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
11/09	11/08	1975	CENEX CUBBY S 09889643 YUTAN NE	\$2.99	<u>90790</u>
11/24	11/21	1596	DOLLAR GENERAL #18402 YUTAN NE	\$34.24	<u>802100</u>
11/30	11/29	2510	CENEX CUBBY S 09889643 YUTAN NE	\$6.29	<u>90790</u>
<b>Total for Account 4798 5100 7015 9260</b>				<b>\$43.52</b>	

Transactions		HEATON, CHARLES J		Credit Limit \$6000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
12/05	11/30	4349	UNIVERSITY OF NE AT OM 402-5542324 NE MERCHANDISE/SERVICE RETURN	\$323.00CR	<u>10280</u>
<b>Purchases and Other Debits</b>					
11/13	11/12	8545	BEST BUY 00002402 OMAHA NE	\$246.09	<u>90210, 80210, 20210, 14210</u>
11/15	11/14	9127	UNIVERSITY OF NE AT OM 402-5542324 NE	\$766.00	<u>10280</u>
11/20	11/17	9140	TARGET 00005306 OMAHA NE	\$17.11	<u>102100</u>
11/21	11/19	3533	THE HOME DEPOT #3201 OMAHA NE	\$121.94	<u>102100</u>
11/24	11/23	2291	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.99	<u>10310</u>
12/01	11/30	4994	GRAINGER 877-2022594 IL	\$163.56	<u>802100</u>
<b>Total for Account 4798 5100 7102 9470</b>				<b>\$1,007.69</b>	

Transactions		HANNAN, TIM S		Credit Limit \$1000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
11/13	11/10	6958	CLUB CAR WASH GOLD STR 573-256-2601 NE	\$34.24	<u>112100</u>
<b>Total for Account 4798 5101 5833 8711</b>				<b>\$34.24</b>	

Transactions		GAHAN, BRANDY		Credit Limit \$1000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
11/14	11/13	4736	AMZN Mktpl US*1J5YG10Q3 Amzn.com/bill WA	\$156.88	<u>102100</u>
11/15	11/15	7885	AMZN Mktpl US*4V4ZR5VV3 Amzn.com/bill WA	\$106.95	<u>102100</u>
11/15	11/14	4375	IIMC 909-9444162 CA	\$185.00	<u>10280</u>
11/16	11/15	7206	AMZN Mktpl US*DWO094D33 Amzn.com/bill WA	\$13.98	<u>102100</u>
11/16	11/14	1249	AMZN Mktpl US*RW2GA72M3 Amzn.com/bill WA	\$245.99	<u>14390</u>
11/20	11/17	5060	AMZN Mktpl US*3R7Z28YR3 Amzn.com/bill WA	\$73.39	<u>102100</u>



December 2023 Statement 11/07/2023 - 12/06/2023  
 CITY OF YUTAN (CPN 001592230)

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Elan Financial Services 1-866-552-8855



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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
11/22	11/22	3471	AMZN Mktp US*6N33E1BQ3 Amzn.com/bill WA	\$118.98	162100
11/22	11/20	3800	DOLLAR GENERAL #18402 YUTAN NE	\$20.90	162100
<b>Total for Account 4798 5103 4909 1104</b>				<b>\$922.07</b>	

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
11/29	11/26	0201	PAYMENT THANK YOU	\$3,209.81CR	✓
<b>Total for Account 4798 5100 5564 4096</b>				<b>\$3,209.81CR</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	\$2,741.66	\$0.00	YES	\$0.00	19.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	29.24%	

**Contact Us**

Phone

Voice: 1-866-552-8855  
 TDD: 1-888-352-6455  
 Fax: 1-866-807-9053

Questions

Elan Financial Services  
 P.O. Box 6353  
 Fargo, ND 58125-6353



Mail payment coupon with a check

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



Online

myaccountaccess.com



December 7, 2023

**City of Yutan  
Annual Occupation Tax Report  
Fiscal Year 22-23**

**In accordance with LB445**

<b>OCCUPATION TAX GENERATED ANNUALLY:</b>	<b>AMOUNT</b>	<b>FUND LOCATION</b>	<b>TERM DATE</b>
TELECOMMUNICATIONS- NE Technology & Telecom, Inc	\$100	GENERAL	NONE
Telecommunication Windstream	\$100	GENERAL	NONE
<b>FRANCHISE FEES:</b>			
OPPD	\$100	GENERAL	NONE
M.U.D	\$6,179.63	GENERAL	NONE
<b>TOTAL</b>	<b><u>\$6,479.63</u></b>		

The general fund is the principal fund of the City of Yutan that finances the day-to-day operations of the basic governmental activities. The general fund collected \$6,479.63 from occupational tax in the fiscal year of October 1, 2022-September 30, 2023.



# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/8/23  
**Re:** LARM Resolutions

---

Attached are two resolutions for consideration. The first would get the City of Yutan joined into the interlocal for LARM. The second would set the contract length and set our discount with LARM.

I have reached out to several other communities that have LARM as well as a few that had claims with LARM. They all had positive reviews and no issues with claims or the process. They noted how helpful the annual reviews are and having the costs prior to the budget is very beneficial

**Action Item** - Seeking a motion and a second to approve Resolution 2023-9 Interlocal Agreement with LARM

**Action Item** - Seeking a motion and a second to approve Resolution 2023-10 for a 2 year agreement with LARM

**RESOLUTION NO. 2023-9**

**WHEREAS**, the City of Yutan proposes to enter into an interlocal agreement with the League Association of Risk Management for General Liability, Damage, Destruction, Loss, Errors and omissions, and Worker’s Compensation liability insurance; and

**WHEREAS**, the above-mentioned was discussed and reviewed at a regular meeting of the Yutan City Council on December 19, 2023; and

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Yutan City Council authorized Mayor Mike Kelly to execute said interlocal agreement with the League Association of Risk Management on behalf of the City of Yutan, a copy of which is attached.

**PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF DECEMBER, 2023**

City of Yutan

\_\_\_\_\_  
Mike Kelly, Mayor

Attest:

\_\_\_\_\_  
Brandy Gahan, City Clerk

**AGREEMENT FOR THE ESTABLISHMENT AND OPERATION  
OF THE  
LEAGUE ASSOCIATION OF RISK MANAGEMENT**

**UNDER THE  
INTERGOVERNMENTAL RISK MANAGEMENT ACT  
AND THE INTERLOCAL COOPERATION ACT  
STATE OF NEBRASKA**

1. Parties. The parties to this Agreement are the Nebraska public agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
  - 2.1. Nebraska law permits two or more public agencies to make and execute an agreement providing for joint and cooperative action in accordance with the Intergovernmental Risk Management Act to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to protect members against losses arising from any of the following:
    - a. General liability
    - b. Damage, destruction, or loss of real or personal property, including, but not limited to, loss of use or occupancy, and loss of income or extra expense resulting from loss of use or occupancy;
    - c. Errors and omissions liability; and
    - d. Workers' compensation liability.
  - 2.2. The signatories hereto have determined that there is a need to establish and operate a risk management pool to provide some or all the types of service and coverages identified in Section 2.1.
3. Definitions.
  - 3.1. Act shall mean the Intergovernmental Risk Management Act, *Neb. Rev. Stat.* Sections 44-4301 et seq., and all amendments thereto.
  - 3.2. Administrator shall mean the Executive Director of the League of Nebraska Municipalities.
  - 3.3. Agreement shall mean this agreement for the establishment and operation of LARM and any addenda, extensions or amendments hereto.
  - 3.4. Board shall mean the Board of Directors of the League Association of Risk Management.
  - 3.5. Bylaws shall mean the bylaws established and approved under this agreement governing the operation of LARM.
  - 3.6. Director shall mean the State of Nebraska Director of Insurance.
  - 3.7. Errors and omissions liability shall mean liability to which a member of a governing body of a public agency may be subject in an individual capacity by reason of any error, misstatement,

- misleading statement, act, omission, neglect of duty, or breach of duty, including misfeasance or nonfeasance in the performance of duties of the public agency.
- 3.8. Former member shall mean a member of LARM after its participation has terminated either voluntarily or involuntarily. A member is only a former member with regard to any terminated period of participation. A member may be a participating member for one period of participation, and a former member for a previous or subsequent period of participation.
- 3.9. General liability shall mean any liability other than workers' compensation liability, to which a public agency may be subject (a) directly, (b) by reason of liability arising out of an act or omission of its employee, agent or officer in the course and scope of employment, (c) by reason of liability arising out of an act or omission of its student in the course and scope of education or training, or (d) by reason of liability it has assumed by contract. It includes, but is not limited to, liability commonly protected against by casualty insurance, general liability insurance, professional liability insurance, automobile insurance, motor vehicle insurance, and surety and fidelity insurance.
- 3.10. Group self-insurance shall mean the pooling of public money by a risk management pool from contributions by its members for the purpose of payment of losses incurred by members which are protected against by the pool.
- 3.11. League shall mean the League of Nebraska Municipalities.
- 3.12. League Association of Risk Management or LARM shall mean the risk management pool established and operated under this agreement
- 3.13. Member, in the context of a member of LARM, shall mean any municipality or other public agency whose application for membership has been approved by the Board and that has lawfully entered into this agreement.
- 3.14. Coverage Document shall mean the extension to this agreement, provided for in Section 7.1.
- 3.15. Participating member or participant shall mean a member of LARM for that period of time from its admittance into this agreement until that member's participation is terminated either voluntarily or involuntarily.
- 3.16. Public agency shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.
- 3.17. Risk management pool shall mean an association formed by two or more public agencies by an agreement pursuant to the Intergovernmental Risk Management Act providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by the Act.

3.18. Standard insurance shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

3.19. Workers' compensation liability shall mean liability to which a public agency may be subject as an employer under the Nebraska Workers' Compensation Act.

4. Establishment. The undersigned public agencies hereby jointly and cooperatively establish a risk management pool under the provisions of the Act with all the rights, powers and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The name of the pool shall be the League Association of Risk Management.
5. Purpose. The purpose of this agreement is to establish and operate a pool as provided in Section 2.1.
6. Powers. In order to carry out this purpose, LARM shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority.
7. Financial Plan. The Board shall establish and maintain a Financial Plan in accordance with the Act, including each of the following.
  - 7.1. Coverage Document. The Board shall establish and maintain a Coverage Document which shall set forth:
    - 7.1.1. the types of coverage to be offered by LARM in the form of group self-insurance;
    - 7.1.2. applicable deductible levels;
    - 7.1.3. maximum levels of claims which LARM will self-insure; and
    - 7.1.4. guidelines to assist members in identifying what losses are covered, what losses are excluded from coverage, and any other terms and conditions under which group self-insurance coverage is provided, limited or excluded.Any change to the Coverage Document shall be adopted by a majority vote of the Board and such change shall be filed with the Director at least thirty (30) days in advance of the effective date of change.
  - 7.2. Cash Reserves. The Board shall review appropriate actuarial analyses and shall establish and maintain an amount of cash reserves to be set aside for the payment of claims.
  - 7.3. Standard Insurance. The Board shall establish and approve the amount of standard insurance to be purchased by LARM to provide coverage over and above the claims which are not to be satisfied directly from LARM's resources.
  - 7.4. Excess Insurance. The Board shall establish and approve the amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period.

8. Plan of Management. The Board shall establish and maintain a Plan of Management in accordance with the Act, including each of the following.
  - 8.1. Board of Directors. The governing authority of LARM shall be a Board of Directors consisting of elected or appointed officials or employees of participating members. The initial Board shall consist of nine persons, but the number may be increased by the Board up to fifteen persons to maintain appropriate size and geographic representation as the number of LARM members increases. A vacancy on the Board shall be filled by a majority vote of the Board upon recommendation made by the Administrator. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.
    - 8.1.1. The President of the League and the Administrator shall be non-voting ex officio members of the Board of Directors.
    - 8.1.2. The ex officio members of the Board shall be in addition to the elected and appointed members of the Board, and shall not be counted for purposes of a quorum.
    - 8.1.3. Each elected or appointed Board member shall be entitled to one vote in all matters that come before the Board.
    - 8.1.4. Board election procedures shall be as follows;
      - 8.1.4.1. A nominating committee shall recommend candidates for the Board to the members. The nominating committee shall consist of the chairperson of the Board, an individual from a participating member selected by the Board and the Administrator. Additional nominations shall be requested from participating members at the meeting.
      - 8.1.4.2. Each participating member may cast one vote for each of the open Board positions.
    - 8.1.5. Members of the Board of Directors shall serve staggered terms of three years to promote stability and continuity.
    - 8.1.6. The terms of office of the members of the Board of Directors shall commence January 1<sup>st</sup> of the first year of the term and conclude on December 31<sup>st</sup> of the last year of the term.
    - 8.1.7. Term Limit. The Board of Directors service shall be restricted to two consecutive three-year terms to assure that all LARM members have opportunity for representation as Board members. Any LARM member that has previously been represented on the LARM Board of Directors may be eligible again for future service following at least one three-year interval of non-Board service following the term limit restriction when the member is not represented on the Board.
  - 8.2. Group Self-Insurance Funding. Costs associated with the group self-insurance operations of LARM shall be financed through the annual and supplementary contributions paid by the participating members, through the income earned from the investment of LARM funds by the Board, and through any other monies which may be lawfully received by LARM and made part of LARM's assets.
    - 8.2.1. All annual contributions shall be computed and established by the Board based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of

claims and losses, the payment of premiums for insurance and excess insurance or reinsurance, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of LARM reasonably and lawfully incurred.

- 8.2.2. The amount of the annual contribution to be paid by each participating member shall be established by the Board to ensure the equitable distribution of costs among participating members based on each member's proportionate risk of loss, limit of coverage, loss experience and loss control efforts. Participating members may elect, by resolution: a) a 3 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 5% discount; b) a 2 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 4% discount; c) to provide written notice of termination at least 180 days prior to the desired termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 1% discount; f) to provide written notice of termination at least 90 days prior to the desired termination date.
- 8.2.3. The Board shall file with the Director and certify to each participating member the amount of any annual contribution at least thirty (30) days in advance of the due date. Each participating member shall timely pay all annual and supplementary contributions established by the Board.
- 8.2.4. Supplemental contributions based on changes to a member's exposure during a fiscal year for which such member's annual contribution has already been calculated shall be charged at the same rate used to calculate the annual contribution for that fiscal year.
- 8.2.5. All contributions paid by the participating members shall be deemed earned by LARM when received, and any refund or return of contributions shall be subject to minimum contribution amounts, penalties, fees or other limitations established by the Board.
- 8.3. Loss Reserves. LARM shall maintain funds adequate to pay claims, establish cash reserves and establish reserves for claims that have been incurred but not yet reported.
- 8.4. Surplus. LARM shall also maintain surplus deemed appropriate by the Board, which shall meet any minimum surplus level required under the Act or regulations adopted thereunder.
- 8.5. Assessments for Deficiencies. If in the opinion of the Board or the Director the assets of LARM are at any time insufficient to enable LARM to discharge its liabilities and other obligations and to maintain adequate reserves and surpluses in accordance with reasonable determinations by the Director, LARM shall make up the deficiency or the Director shall order LARM to levy an assessment upon its members in an amount necessary to make up the deficiency to be paid by each member which participated in LARM during any part of the fiscal year to which the deficit is assignable.

- 8.5.1. Assessments shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members in the year in which such deficit occurs.
- 8.5.2. All assessments shall be due and payable by each member when notice of the assessment is received and shall be delinquent thirty (30) days thereafter.
- 8.6. Calculation and Distribution of LARM Surplus Assets. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board may make periodic distributions of surplus assets.
- 8.6.1. The Board shall have the authority to decide when the distribution of surplus assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution.
- 8.6.2. Participating members shall be eligible to receive distributions of surplus assets during the period(s) for which they were participating members, but only in accordance with the provisions of the Agreement and the formula for the distribution of surplus assets adopted by the Board.
- 8.6.3. No distribution of surplus assets shall be made sooner than three (3) years from the inception of LARM. No surplus assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year. No distribution of surplus assets shall be distributed without prior approval of the Director, as set forth in the Act.
- 8.6.4. The distributable surplus assets for any fiscal year shall be those assets remaining after:
- a. Payment has been made for all claims, losses and expenses due and payable;
  - b. Reasonable reserves have been established for claims previously occurring and reported and expenses associated therewith;
  - c. Reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith; and
  - d. Reasonable reserves have been established for future adverse loss deviation and expenses associated therewith.
- 8.6.5. The Board shall calculate each participating member's proportionate share of surplus assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which LARM was created, including, but not limited to: individual loss experiences; individual member contributions relative to total contributions; the duration of LARM participation; and the overall loss experience of LARM. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the member's proportionate share of surplus assets.



- 8.6.6. A former member may be entitled to receive a share of a distribution of surplus assets calculated for the period for which they were a participating member under the formula and criteria adopted by the Board.
- 8.6.7. Any participating member may elect to have the distribution of its proportionate share of surplus assets applied as a credit against future annual or supplementary contributions or assessments.
- 8.7. Dissolution of LARM. LARM shall be dissolved upon the first to occur of the following;
- a. When less than two public agencies are participating in LARM; or
  - b. such time as the Board determines that the number of participating members and/or the size of the annual contribution is too small to adequately indemnify against the risks specified in the Memorandum of Coverage.
- 8.7.1. Any dissolution pursuant to Section 8.7(b) shall not be effective until the Board has given each participating member at least ninety (90) days written notice of such dissolution.
- 8.7.2. Upon dissolution of LARM, adequate provision shall be made for all pending and anticipated claims.
- 8.7.3. The Board shall submit a written request to the Director for approval of the plan to dissolve LARM as provided by the Act. After the Director approves the application for voluntary dissolution, LARM shall, within thirty (30) days after such approval, place the matter before the members for a vote.
- 8.8. Distribution of Surplus at Dissolution. At the dissolution of LARM's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of LARM shall vest in and be distributed among the participating and former members. Such distribution shall be allocated among participating and former members in proportion to the contributions made by each member.
- 8.9. New Members. All public agencies are eligible to make application and become members of LARM in the following manner:
- 8.9.1. The applicant public agency must provide such loss history, exposure information, and other information as is required by the Board;
  - 8.9.2. Public agencies making application after the initial effective date of this Agreement may be required by the Board to pay an application fee;
  - 8.9.3. The public agency must enter into this Agreement by resolution passed by its governing body;
  - 8.9.4. An applicant that is a municipality, sanitary and improvement districts, public power agencies, and such other public agencies of the State of Nebraska must be approved by the League; and
  - 8.9.5. The Board, in its sole discretion, shall accept or reject each application. The Board may authorize the Administrator to accept applications.

- 8.9.6. A public agency shall become a member of LARM on the later to occur of the following:
- a) The approval of the application of the such public agency by the Board; and
  - b) The due execution of this Agreement.
- 8.10. Voluntary Termination of a Member. A member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and to the Director at least ninety (90) days prior to the desired termination date. Members may agree to extend the required termination notice beyond ninety (90) days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM. The Board may approve of a plan to provide contribution credits for members extending their required termination notice beyond ninety (90) days. Such termination shall not be effective until approved by the Director as provided by the Act.
- 8.11. Involuntary Termination of a Member. A member may be involuntarily terminated as a participating member of LARM if the Director finds, after due notice and hearing, that:
- a) The member has failed to pay any contribution or assessment to LARM;
  - b) The member has failed to discharge any other obligation it owes to LARM; or
  - c) The member has failed to comply with the laws of the state, rules of the Department of Insurance or bylaws of LARM.
- Such hearing may be initiated by the Director on his or her own initiative, or at the request of the Board.
- 8.12. Effect of Termination on Obligations to LARM. A former member shall remain liable for any costs and obligations incurred by LARM while the public agency was a participant, and for any contractual obligation the public agency has entered into with LARM on or before the date of termination, as provided by the Act.
- 8.13. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area.
- 8.14. Payment of Claims. The Board shall ensure that all claims covered by the Memorandum of Coverage are paid promptly.
- 8.15. No Private Benefit. No part of the net earnings or assets of LARM shall inure to the benefit of any private person.
- 8.16. Loss Control Program. The Board shall approve a system or program of controlling member losses.
- 8.17. Powers of the Board. In addition to other powers granted under this agreement, the Board shall have the power to:
- 8.17.1. Sit as a quasi-judicial body to hear and make determinations regarding any members dispute regarding the interpretation, intent, coverage, limitations, or exclusions of the Memorandum of Coverage;

- 8.17.2. Take all necessary precautions to safeguard the assets of LARM; and exercise fiduciary duties concerning those assets and the overall operations of LARM
  - 8.17.3. Make and enter into any and all contracts, leases, and agreements necessary or desirable to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation;
  - 8.17.4. Establish the duties and responsibilities of the Administrator;
  - 8.17.5. Sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge LARM assets in the name of LARM; and
  - 8.17.6. Exercise such other powers as are necessary for the proper operation of LARM to carry out the terms of this Agreement and to comply with the Act, rules and regulations adopted under the Act, and any other State or Federal laws, rules or regulations, and the LARM Bylaws.
- 8.18. Bylaws and Rules of Operation. The Board may make bylaws pertaining to the exercise of its purpose and powers. The Board may, from time to time, revise the bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of LARM, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the bylaws. No provisions of the bylaws, policies, rules or procedures shall be inconsistent with the Agreement or the Act.
9. Financial Reports. Financial reports shall be prepared on a statutory basis as required by the Department of Insurance.
  10. Banking Relationships. LARM shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that LARM is managed in a conservative and prudent manner.
  11. Financial Records. The Board shall maintain complete financial records for each type of coverage as required by the Act.
  12. Inspections. LARM and its representatives shall be permitted, but shall not be obligated, to inspect a member's properties and operations at any time. Neither LARM's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of a public agency or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.
  13. Member Examinations and Audits. LARM may examine and audit the member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such member is no longer a participating member of LARM, insofar as the records may relate to the subject matter of this Agreement.
  14. LARM Financial Audit. LARM shall be audited periodically at the expense of LARM by a certified public accountant. A copy of the report shall be submitted to the governing body of each participating member for the period audited.

15. Professional Services. The Administrator may retain the services of such legal counsel, actuaries, auditors, engineers, service providers, consultants and other advisors as it deems necessary to carry out the business and purpose of LARM.
16. Place of Business. The principal place of business for LARM shall be 1335 L Street, Lincoln, Nebraska 68508. Notice provided via United States Postal Service by a member to LARM at this address shall be considered proper notice to LARM and all participating members of LARM. The Administrator may employ necessary staff and may purchase, lease, or rent real or personal property in order to carry out the business and purpose of LARM.
17. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.
18. Fiscal Year. LARM's fiscal year shall begin on October 1 of each year and end on September 30 of the following year.
19. Liability. No member in LARM shall, by reason of this Agreement, have any liability for claims brought by third parties against any other member other than the obligation to contribute certain funds to LARM as expressly provided herein. The liability for any claim against a member shall remain the sole and exclusive liability of the member. The obligation of LARM is to indemnify the member against such loss as provided in the Coverage Document to the extent and under the conditions contained therein.
20. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events:
  - a. LARM has dissolved pursuant to Section 8.7;
  - b. All amounts owed by the members have been paid in full; and
  - c. All amounts owed for claims and other expenses have been paid in full.
21. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

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

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

Name of Public Agency: \_\_\_\_\_

Date: \_\_\_\_\_

**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) or fax (402.476.4089) the completed resolution to LARM.**

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/8/23  
**Re:** 1st and Poplar Paving

---

The CRA Board has been working with Zach Schulz and JEO to design a paving plan for 1st and Poplar. The CRA would like the City Council to approve the design and scope of paving. Also, estimates for the project are increasing over what the TIF would generate. The CRA board will fund up to the TIF amount but would like the City of Yutan to cover the difference, estimated to be \$150-200k. These expenses could be covered by the debt service in the next fiscal year.

**Action Item** - Seeking a motion and a second to approve the design and funding for up to 200k for paving and infrastructure on 1st and Poplar.

# 2019 STREET IMPROVEMENTS PROJECT YUTAN, NEBRASKA

## JEO PROJECT NO. 181859.01

**OWNER:**

**NAME:** C.J. HEATON  
**CONTACT INFO:** COMPANY: CITY OF YUTAN  
 PHONE: (402) 625-2112  
 EMAIL: cheaton@cityofyutan.com

**ENGINEER:**

**NAME:** SCOTT HRABIK  
**CONTACT INFO:** COMPANY: JEO CONSULTING  
 PHONE: (402) 873-6766  
 EMAIL: shrabik@jeo.com

**INDEX OF SHEETS:**

**PAVING AND STORM SEWER:**

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET
C0.2	SYMBOLS
C0.3	CONTROL SHEET
C0.4	TYPICAL CROSS SECTION SHEET
C1.0	REMOVALS - BASE BID
C1.1	REMOVALS - ALTERNATE BID 1 & 2
C1.2	WATER REMOVALS - ALTERNATE BID 3
C2.0	CONSTRUCTION - BASE BID
C2.1	CONSTRUCTION - ALTERNATE BID 1 & 2
C2.2	DRAINAGE
C3.0 - C3.1	GEOMETRICS AND GRADES - BASE BID
C3.2 - C3.3	GEOMETRICS AND GRADES - ALTERNATE BID 1 & 2
PP1.0	ROADWAY PLAN AND PROFILE SHEET
D1.0 - D1.1	STANDARD DETAILS

**WATER:**

SHEET NO:	SHEET NAME:
C4.0	WATER MAIN SITE PLAN AND ALIGNMENT
PP2.0 - PP2.1	PLAN AND PROFILE WATER MAIN
D2.0	WATER DETAILS

**NDOT STD PLAN:**

SHEET NAME:	
R303 - R3	CURB RAMPS
410 - R4	FLARED END SECTIONS FOR CULVERT PIPES
425 - R5	COLLARS AND ELBOWS FOR CONCRETE PIPE

**UTILITIES:**

**NAME:** JOSH CLIFFORD  
**CONTACT INFO:** COMPANY: METROPOLITAN UTILITIES DEPARTMENT  
 PHONE: (402) 504-7629

BERT ADAMS  
 COMPANY: OMAHA PUBLIC POWER DISTRICT  
 PHONE: (531) 226-3333  
 EMAIL: rbadams@oppd.com

KYLE BEER  
 COMPANY: WINDSTREAM COMMUNICATIONS  
 EMAIL: kyle.beer@windstream.com

LUKE WOSTER  
 COMPANY: CITY OF YUTAN- UTILITY SUPERINTENTENT  
 PHONE: (402) 625-2112  
 EMAIL: lwoster@cityofyutan.com



LOCATION MAP

I, SCOTT HRABIK, PE,  
 AM THE  
 COORDINATING  
 PROFESSIONAL ON  
 THE YUTAN STREET  
 IMPROVEMENTS  
 PROJECT.

**NOTE:**  
 NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS. A REQUEST FOR UTILITY LOCATES WAS MADE FOR THIS LOCATION AS PER THE ONE-CALL NOTIFICATION SYSTEM ACT.  
 (DATE: 3/19/2019 TICKET NO.: 190780088, 190780091).

UTILITIES SHOWN ARE FROM FIELD MARKINGS PROVIDED IN THE FIELD BY THE UTILITY PROVIDERS.

THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. CONTRACTOR(S) SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.



2019 STREET IMPROVEMENTS PROJECT YUTAN, NEBRASKA

COVER SHEET

PRELIMINARY

NOT FOR CONSTRUCTION  
60%  
DATE:  
8/29/2023

PRELIMINARY

PROJECT NO. 181859.01  
 DATE 8/29/2023  
 DRAWN BY JDI  
 FILE NAME S\_181859 Sheets.dwg  
 FIELD BOOK YUTAN #13 31-34  
 FIELD CREW NF  
 SURVEY FILE NO. SURVEY FILE #  
 PLAN IN HAND INITIALS PIH INI  
 DATE PIH DATE  
 70 PERCENT REVIEW INITIALS 70% INI  
 DATE  
 95 PERCENT REVIEW INITIALS 95% INI  
 DATE 95% DATE  
 REVISIONS

**LINESTYLES**

ITEM	SYMBOL
BREAK LINE	
CABLE TELEVISION	TV
CENTERLINE OF ROAD	
CONTOUR MINOR (EX)	1202
CONTOUR MAJOR (EX)	1200
CONTOUR MINOR (EX SCREENED)	1202
CONTOUR MAJOR (EX SCREENED)	1200
CONTOUR MINOR (PR)	1202
CONTOUR MAJOR (PR)	1200
LIMITS OF CONSTRUCTION	LOC
CULVERT	
ELECTRIC (OVERHEAD)	OHE
ELECTRIC (UNDERGROUND)	UGE
FENCE (WOODEN)	
FENCE (WIRE OR UNKNOWN)	x x x
FENCE (CHAINLINK)	
FENCE (SECURITY)	
FIBER OPTIC LINE	FO
FLOWLINE (BREAKLINE)	
GAS LINE	G
GUARDRAIL	
PROPERTY BOUNDARY	
PROPERTY LOT LINES (PR)	
RIGHT-OF-WAY LINE	ROW
RAILROAD RIGHT-OF-WAY	RR ROW
RAILROAD TRACKS	
RETAINING WALL	
SANITARY SEWER (EXIST)	8" SAN
SANITARY SEWER (PROP)	8" SAN
SAN SEWER FORCE MAIN (EX)	8" FM
SAN SEWER FORCE MAIN (PR)	6" FM
STORM SEWER (EXIST)	12" ST (OFFSET TO PIPE SIZE)
STORM SEWER (PROP)	12" ST (OFFSET TO PIPE SIZE)
TELEPHONE LINE (UGND)	UGT
TELEPHONE LINE (OVERHEAD)	OT
TERRACE	
CROPLINE	
TRAVELED WAY	
WATER (EXIST)	6" W
WATER (PROP)	6" W
FIRE SERVICE	6" F

**SWPPP**

ITEM	SYMBOL
SILT FENCE	SF
INLET PROTECTION	
STRAW WATTLE CHECK	
STRAW BALE CHECK	
FLOW ARROW (PLAN)	
AREA INLET FILTER PROTECTION	
RIP RAP	
SEEDING	
MATTING	

**PAVING FEATURES**

ITEM	SYMBOL
EXISTING PAVEMENT JOINT	
TRANSVERSE JOINT	
LONGITUDINAL JOINT	
EXPANSION/KEYED JOINT	
PAVEMENT MARKING	
PAVEMENT REBAR	
HANDICAP SYMBOL	

**UTILITIES**

ITEM	SYMBOL
STORM SEWER	
CURB INLET	
GRATE INLET	
CATCH BASIN	
STORM SEWER MANHOLE	
SANITARY	
CLEANOUT	
SEPTIC TANK	
SANITARY MANHOLE	
POWER, ELECTRICAL, LIGHT, AND TRAFFIC	
AIR CONDITIONING UNIT	
ANTENNA	
ANCHOR POLE/POST	
GUY POLE	
GUY WIRE ANCHOR	
ELECTRICAL HIGHLINE TOWER (METAL OR CONCRETE)	
POWER POLE (EXISTING)	
POWER POLE (PROPOSED)	
POWER (ELEC) PEDESTAL	
POWER (ELEC) PULL BOX OR MANHOLE	
POWER (ELEC) METER	
LIGHT POLE	
TRAFFIC SIGNAL	
TRAFFIC SIGNAL BOX	
TELEVISION PEDESTAL	
TELEVISION MANHOLE	
WATER	
WATER MANHOLE	
WATER VALVE	
WATER SHUT OFF OR CURB STOP	
WELL	
WATER METER	
WATER METER PIT	
YARD HYDRANT	
WATER ELEVATION	
WATER TOWER	
FIRE HYDRANT (EXISTING)	
FIRE HYDRANT (PROPOSED)	
FIRE HYDRANT IN PROFILE	
WATER FITTINGS	
11- 1/4"	
22- 1/2"	
45°	
90°	
CROSS	
PLUG	
REDUCER	
TEE	
GAS	
GAS METER	
GAS MANHOLE	
GAS FILL PIPE	
GAS PUMP	
GAS VALVE	
GAS VENT	
TELEPHONE	
FIBER OPTICS PULL BOX	
TELEPHONE POLE	
TELEPHONE PULL BOX OR MANHOLE	
TELEPHONE PEDESTAL	
MANHOLE (NON-SPECIFIC)	
UNDERGRND STORAGE TANK	
VALVE (NON-SPECIFIC)	

**VEGETATION**

ITEM	SYMBOL
BUSH	
CONIFEROUS TREE	
DECIDUOUS TREE	
MARSH/WETLAND	
TREE MASS LINE	
TREE STUMP	

**SITE & SIGNAGE**

ITEM	SYMBOL
SIGN	
BARRICADE	
ROAD SIGNS	
COUNTY ROAD	
INTERSTATE HIGHWAY	
STATE HIGHWAY	
U.S. HIGHWAY	
MILE MARKER POST	
RIGHT OF WAY MARKER	
RAILROAD CROSSING SIGNAL	
RAILROAD SWITCH	
FLAG POLE	
MAILBOX	
PROPANE TANK	
SATELLITE TV DISH	
WINDMILL	

**CONTROL & ELEVATION**

ITEM	SYMBOL
BENCHMARK	
CONTROL POINT (NON-PROPERTY)	
MONUMENT FOUND (PROPERTY)	
MONUMENT SET	
TEMPORARY POINT	
TEST BORING	
POINT ELEVATION (EXISTING)	
POINT ELEVATION (PROPOSED)	
TOP OF PAVEMENT	TP
TOP OF CURB	TC
GROUND	GR
TOP OF WALL	TW
BOTTOM OF WALL	BW
FLOWLINE	FL
GRID TICK	

**MISC FEATURES**

ITEM	SYMBOL
CENTER PIVOT	
CEMETERY	
GRAVE	
CHURCH	
CAVE	
CISTERN	
LATRINE	
OIL WELL	
GUARD POST	

**PAVEMENT SYMBOLS AND HATCH**

ITEM	SYMBOL	HATCH
ASPHALT PAVEMENT (EX.)		
CONCRETE PAVEMENT (EX.)		
GRAVEL (EX.)		
BRICK PAVEMENT (EX.)		
ASPHALT PAVEMENT (PR.)		
CONCRETE PAVEMENT (PR.)		
CONCRETE SIDEWALK (PR)		
GRAVEL (PR.)		
GRAVEL (PR.)		
BRICK PAVEMENT (PR.)		

**GENERAL**

ITEM	SYMBOL
PLAN REVISION	
NORTH ARROW	
GRAPHIC SCALE	

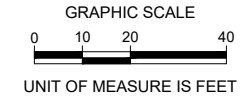
UNIT OF MEASURE IS FEET

**GENERAL NOTES**

- TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH MUTCD AND/OR CITY OF YUTAN REQUIREMENTS.
- CONTRACTOR SHALL FIELD VERIFY ALL SITE CONDITIONS.
- SAW CUTTING SHALL BE CONSIDERED SUBSIDIARY TO ITEMS IN WHICH DIRECT PAYMENT IS MADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, INCLUDING POT - HOLING AND OR EXCAVATION NECESSARY, TO FIELD VERIFY ANY CONFLICTS WITH PROPOSED CONSTRUCTION.
- PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING STORM SEWER, WATER, AND SANITARY UTILITIES IN THE VICINITY OF THE PROPOSED STORM SEWER.
- CONTRACTOR SHALL PROTECT STORM SEWER DURING SUBGRADE PREPARATION. ANY DAMAGES TO THE STORM SEWER DURING SUBGRADE PREPARATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL PROTECT ALL PROPERTY PINS FROM BEING DISTURBED DURING CONSTRUCTION AND SHALL BE RESPONSIBLE FOR COST OF RESETTING ANY PIN.
- THE CONTRACTOR SHALL GRADE AND SHAPE AREAS TO BE SEEDED BLENDING THEM TO MATCH THE EXISTING GROUND, AS APPROVED BY ENGINEER IN THE FIELD. MINOR GRADING AND SHAPING SHALL BE CONSIDERED INCIDENTAL AND SUBSIDIARY TO OTHER ITEMS FOR WHICH DIRECT PAYMENT IS MADE.

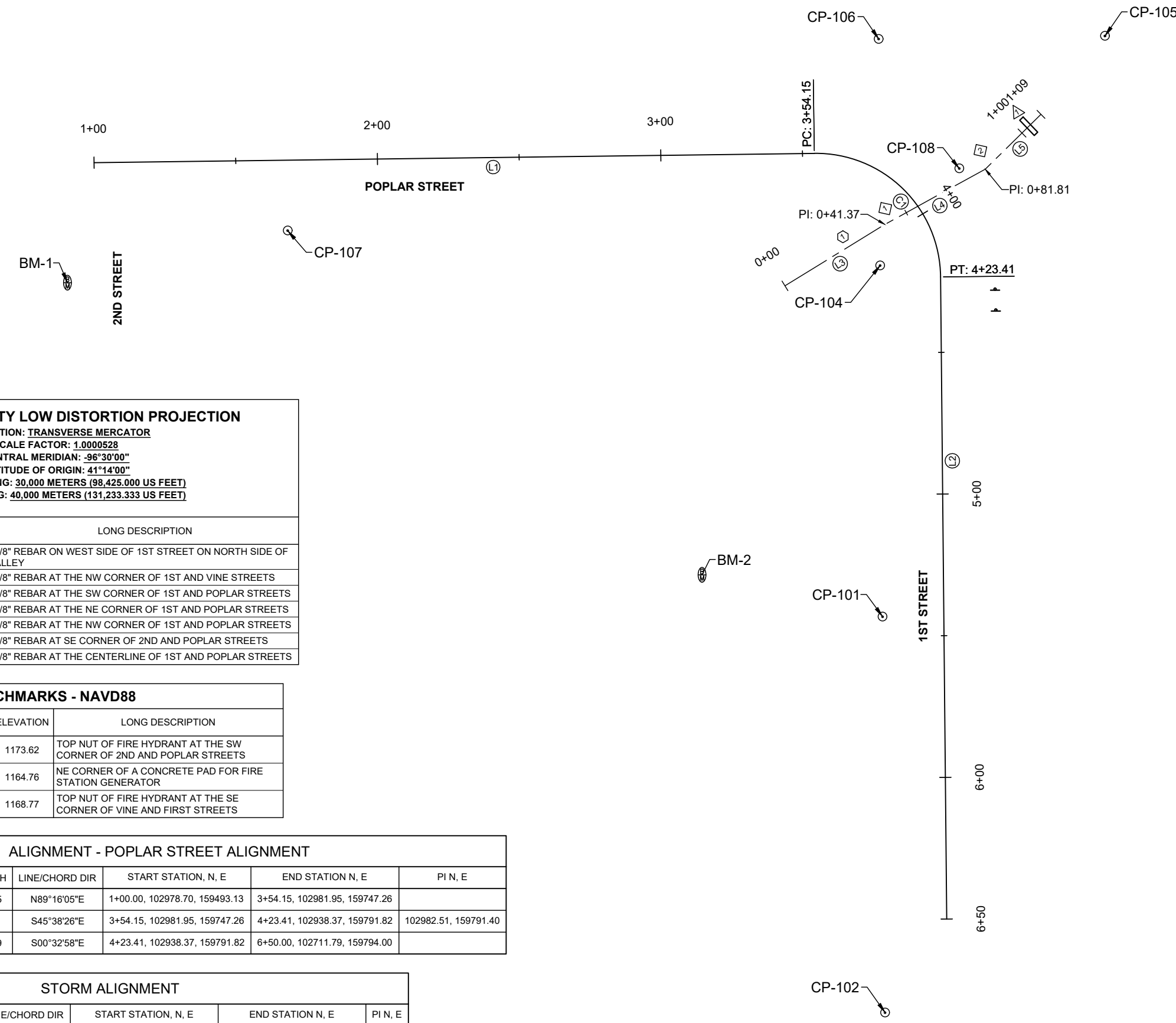
P:\2023\181859\181859.dwg - Yuta 2019 Street Improvements - Regular Street and Sidewalk - 8/22/2023 10:11 AM - 181859.dwg





**LEGEND**

SYMBOL	DESCRIPTION
	BASLINE ALIGNMENT (DESIGN)
	BASLINE ALIGNMENT CURVE TAG LABEL
	BASLINE ALIGNMENT LINE TAG LABEL
	BASLINE ALIGNMENT PI POINT



**SAUNDERS COUNTY LOW DISTORTION PROJECTION**

PROJECTION: TRANSVERSE MERCATOR  
 SCALE FACTOR: 1.0000528  
 CENTRAL MERIDIAN: -96°30'00"  
 LATITUDE OF ORIGIN: 41°14'00"  
 FALSE NORTHING: 30,000 METERS (98,425.000 US FEET)  
 FALSE EASTING: 40,000 METERS (131,233.333 US FEET)

POINT NAME	NORTHING	EASTING	LONG DESCRIPTION
CP-101	102818.43	159771.34	5/8" REBAR ON WEST SIDE OF 1ST STREET ON NORTH SIDE OF ALLEY
CP-102	102678.69	159772.36	5/8" REBAR AT THE NW CORNER OF 1ST AND VINE STREETS
CP-104	102942.44	159770.45	5/8" REBAR AT THE SW CORNER OF 1ST AND POPLAR STREETS
CP-105	103023.39	159849.93	5/8" REBAR AT THE NE CORNER OF 1ST AND POPLAR STREETS
CP-106	103022.30	159769.98	5/8" REBAR AT THE NW CORNER OF 1ST AND POPLAR STREETS
CP-107	102954.74	159561.43	5/8" REBAR AT SE CORNER OF 2ND AND POPLAR STREETS
CP-108	102976.65	159798.48	5/8" REBAR AT THE CENTERLINE OF 1ST AND POPLAR STREETS

**BENCHMARKS - NAVD88**

POINT NAME	NORTHING	EASTING	ELEVATION	LONG DESCRIPTION
BM-1	102936	159484	1173.62	TOP NUT OF FIRE HYDRANT AT THE SW CORNER OF 2ND AND POPLAR STREETS
BM-2	102833	159708	1164.76	NE CORNER OF A CONCRETE PAD FOR FIRE STATION GENERATOR
BM-3	102614	159833	1168.77	TOP NUT OF FIRE HYDRANT AT THE SE CORNER OF VINE AND FIRST STREETS

**ALIGNMENT - POPLAR STREET ALIGNMENT**

NUMBER	R	DELTA	LENGTH	LINE/CHORD DIR	START STATION, N, E	END STATION N, E	PI N, E
L1			254.15	N89°16'05"E	1+00.00, 102978.70, 159493.13	3+54.15, 102981.95, 159747.26	
C1	44.00	090°10'57"	69.26	S45°38'26"E	3+54.15, 102981.95, 159747.26	4+23.41, 102938.37, 159791.82	102982.51, 159791.40
L2			226.59	S00°32'58"E	4+23.41, 102938.37, 159791.82	6+50.00, 102711.79, 159794.00	

**STORM ALIGNMENT**

NUMBER	R	DELTA	LENGTH	LINE/CHORD DIR	START STATION, N, E	END STATION N, E	PI N, E
L3			41.37	N58°25'38"E	0+00.00, 102935.24, 159736.90	0+41.37, 102956.90, 159772.14	
L4			40.45	N61°09'37"E	0+41.37, 102956.90, 159772.14	0+81.81, 102976.41, 159807.57	
L5			27.58	N45°29'43"E	0+81.81, 102976.41, 159807.57	1+09.40, 102995.74, 159827.25	

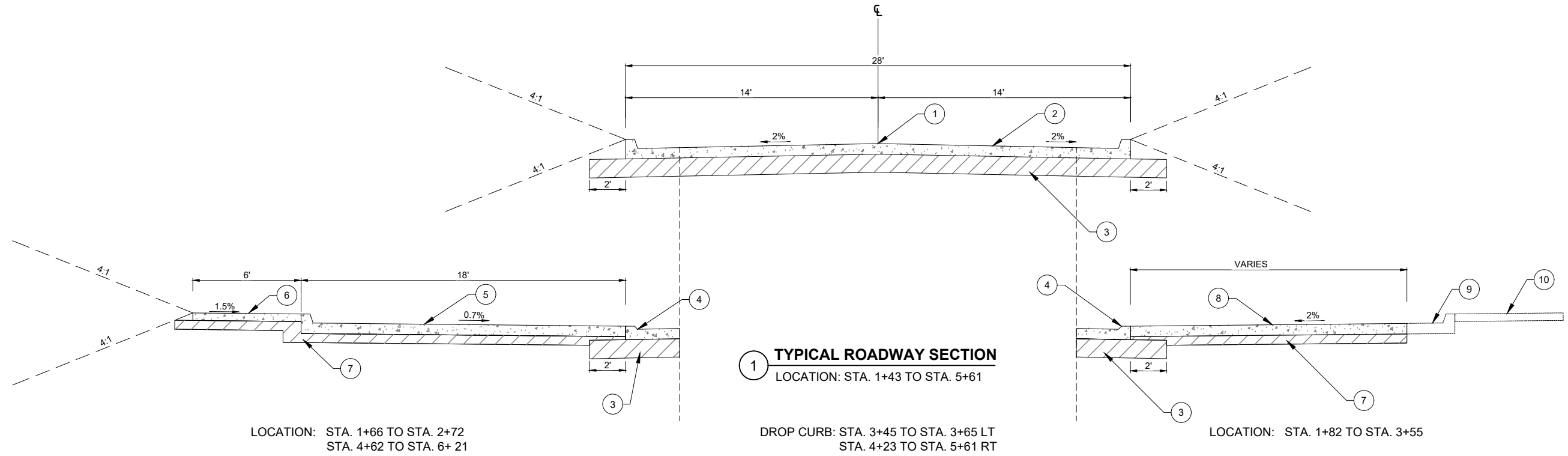
2019 STREET IMPROVEMENTS PROJECT  
YUTAN, NEBRASKA

CONTROL SHEET

PRELIMINARY  
NOT FOR CONSTRUCTION  
60%  
DATE:  
8/22/2023  
PRELIMINARY

PROJECT NO. 181859.01  
 DATE 8/22/2023  
 DRAWN BY JDI  
 FILE NAME S\_181859 Sheets.dwg  
 FIELD BOOK YUTAN #13 31-34  
 FIELD CREW NF  
 SURVEY FILE NO. SURVEY FILE #  
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 95 PERCENT REVIEW INITIALS DATE 95% INI  
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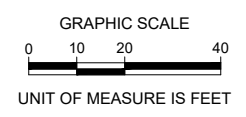


**LEGEND**

- ① PROFILE GRADE LINE
- ② 7" CONCRETE PAVEMENT W/ INTEGRAL CURB AND GUTTER
- ③ 12" THICK SUBGRADE PREP
- ④ CONCRETE DROP CURB AND GUTTER (SEE DETAIL 1 ON SHEET D1.0)
- ⑤ 6" CONCRETE DRIVEWAY W/ INTEGRAL CURB AND GUTTER
- ⑥ 5" CONCRETE SIDEWALK
- ⑦ 6" THICK SUBGRADE PREP
- ⑧ 6" CONCRETE DRIVEWAY
- ⑨ EXISTING CONCRETE CURB AND GUTTER
- ⑩ EXISTING CONCRETE SIDEWALK

ESTIMATED EARTHWORK SUMMARY			
LOCATION	EMBANKMENT (CY)	EXCAVATION (CY)	NET (CY)
BASE BID	80	360	280 <CUT>

THE EMBANKMENT VOLUME ABOVE IS AN UNADJUSTED VOLUME FOR THIS PROJECT - NO BALANCE FACTOR HAD BEEN APPLIED. VOLUMES LISTED ARE APPROXIMATE AND INTENDED FOR INFORMATION ONLY.



REMOVE PAVEMENT		
STATION	SIDE	SQ. YDS.
STA. 1+50	LT. & RT.	44
STA. 3+00	RT.	314
STA. 5+75	LT. & RT.	52

REMOVE CMP STORM SEWER PIPE		
STATION	SIDE	LIN. FT.
STA. 4+00	LT. & RT.	48

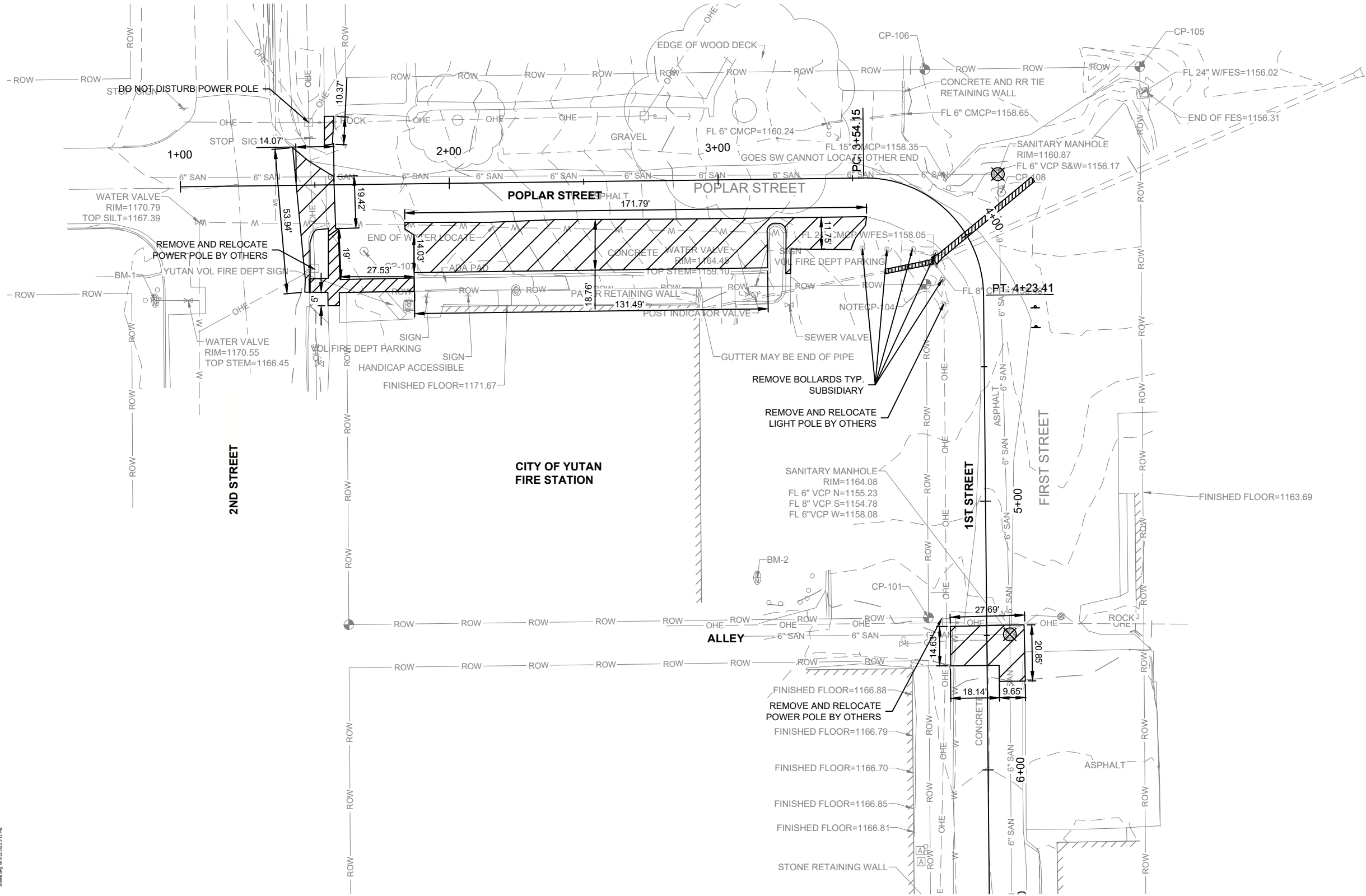
\*FES IS SUBSIDIARY TO THE REMOVAL OF PIPE

REMOVE EXISTING SANITARY SEWER MANHOLE		
STATION	SIDE	EACH
3+91	LT.	1
5+50	LT.	1

REMOVE SIDEWALK		
STATION	SIDE	SQ. FT.
STA. 1+56	LT. & RT.	319

REMOVE PVC STORM DRAIN		
STATION	SIDE	LIN. FT.
STA. 4+00	LT. & RT.	18

REMOVE FLARED END SECTION	
STATION	SIDE
STA. 4+00	RT.



2019  
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 YUTAN, NEBRASKA

REMOVALS  
 BASE BID


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 95 PERCENT REVIEW INTLS 95% INI  
 DATE 95% DATE  
 REVISIONS





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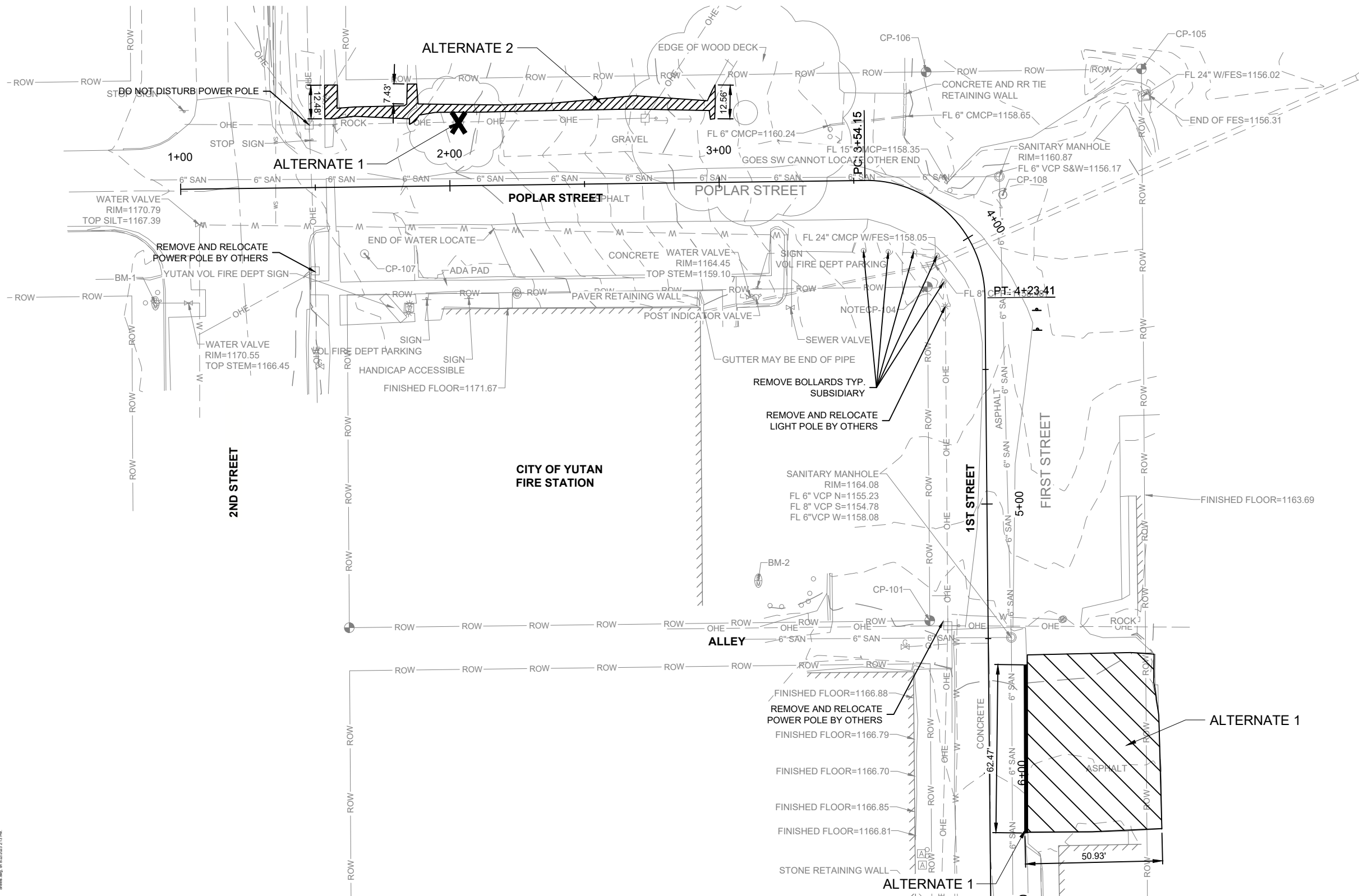
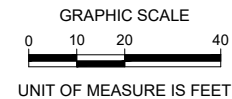
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 Date: 8/22/2023 11:17 AM

	<b>REMOVE PAVEMENT - ALTERNATE 1</b>		
STATION	SIDE	SQ. YDS.	
6+00	LT.	357	

	<b>REMOVE TREE - ALTERNATE 1</b>		
STATION	SIDE	EACH	
2+00	LT.	1	

	<b>REMOVE CURB AND GUTTER- ALTERNATE 1</b>		
STATION	SIDE	LIN. FT.	
6+00	LT.	62	

	<b>REMOVE SIDEWALK - ALTERNATE 2</b>		
STATION	SIDE	SQ. FT.	
2+00	LT.	620	



2019  
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YUTAN, NEBRASKA

REMOVALS  
ALTERNATE BIDS 1 & 2

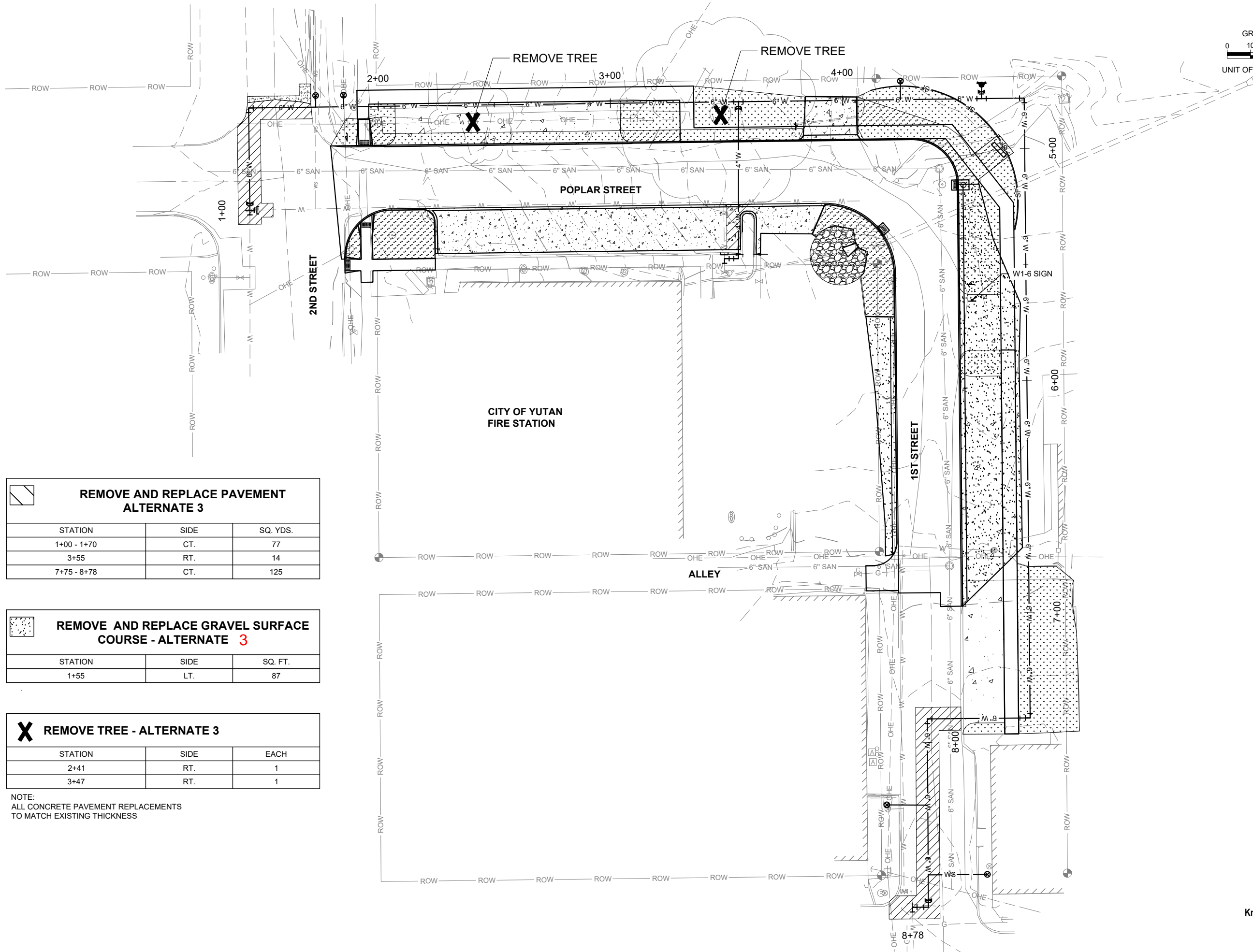
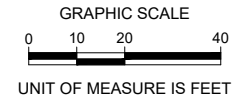
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8/22/2023  
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DATE 8/22/2023  
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DATE 95% DATE  
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REMOVE AND REPLACE PAVEMENT ALTERNATE 3		
STATION	SIDE	SQ. YDS.
1+00 - 1+70	CT.	77
3+55	RT.	14
7+75 - 8+78	CT.	125

REMOVE AND REPLACE GRAVEL SURFACE COURSE - ALTERNATE 3		
STATION	SIDE	SQ. FT.
1+55	LT.	87

X REMOVE TREE - ALTERNATE 3		
STATION	SIDE	EACH
2+41	RT.	1
3+47	RT.	1

NOTE:  
ALL CONCRETE PAVEMENT REPLACEMENTS  
TO MATCH EXISTING THICKNESS

2019  
STREET IMPROVEMENTS PROJECT  
YUTAN, NEBRASKA

WATER REMOVALS - ALTERNATE BID 3

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PRELIMINARY

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DATE 8/29/2023  
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FIELD CREW NF  
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95 PERCENT REVIEW INTIALS 95% INI  
DATE 95% DATE  
REVISIONS

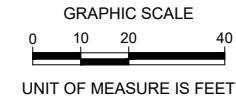


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7" CONCRETE PAVEMENT		
STATION TO STATION	SIDE	SQ. YDS.
STA. 1+43 TO STA. 5+61	LT. & RT.	1415

CRUSHED ROCK SURFACE COURSE		
STATION TO STATION	SIDE	TONS
STA. 4+00 TO STA. 5+67	LT.	48
STA. 4+42 TO STA. 5+45	RT.	10

DETECTABLE WARNING PANEL			
STATION	SIDE	DETECTABLE WARNING PANEL SQ. FT.	
STA. 1+55	LT.	10	
STA. 1+55	RT.	20	



5" CONCRETE SIDEWALK		
STATION TO STATION	SIDE	SQ. FT.
STA. 1+53 TO STA. 1+60	LT.	68
STA. 1+78 TO STA. 1+86	RT.	233

SEEDING & MATTING		
STATION TO STATION	SIDE	SY
STA. 1+42 TO STA. 1+53	LT.	11
STA. 1+59 TO STA. 3+46	LT.	107
STA. 3+63 TO STA. 4+01	LT.	93
STA. 1+48 TO STA. 1+55	RT.	8
STA. 1+59 TO STA. 1+86	RT.	10
STA. 3+49 TO STA. 4+42	RT.	74

48" SANITARY SEWER MANHOLE*					
NO.	STATION	OFFSET	FL. ELEV.	RIM ELEV.	VERT. FT.
1	3+91	28' LT.	1156.17	1160.87	4.7
2	5+50	13' LT.	1154.78	1164.08	9.3

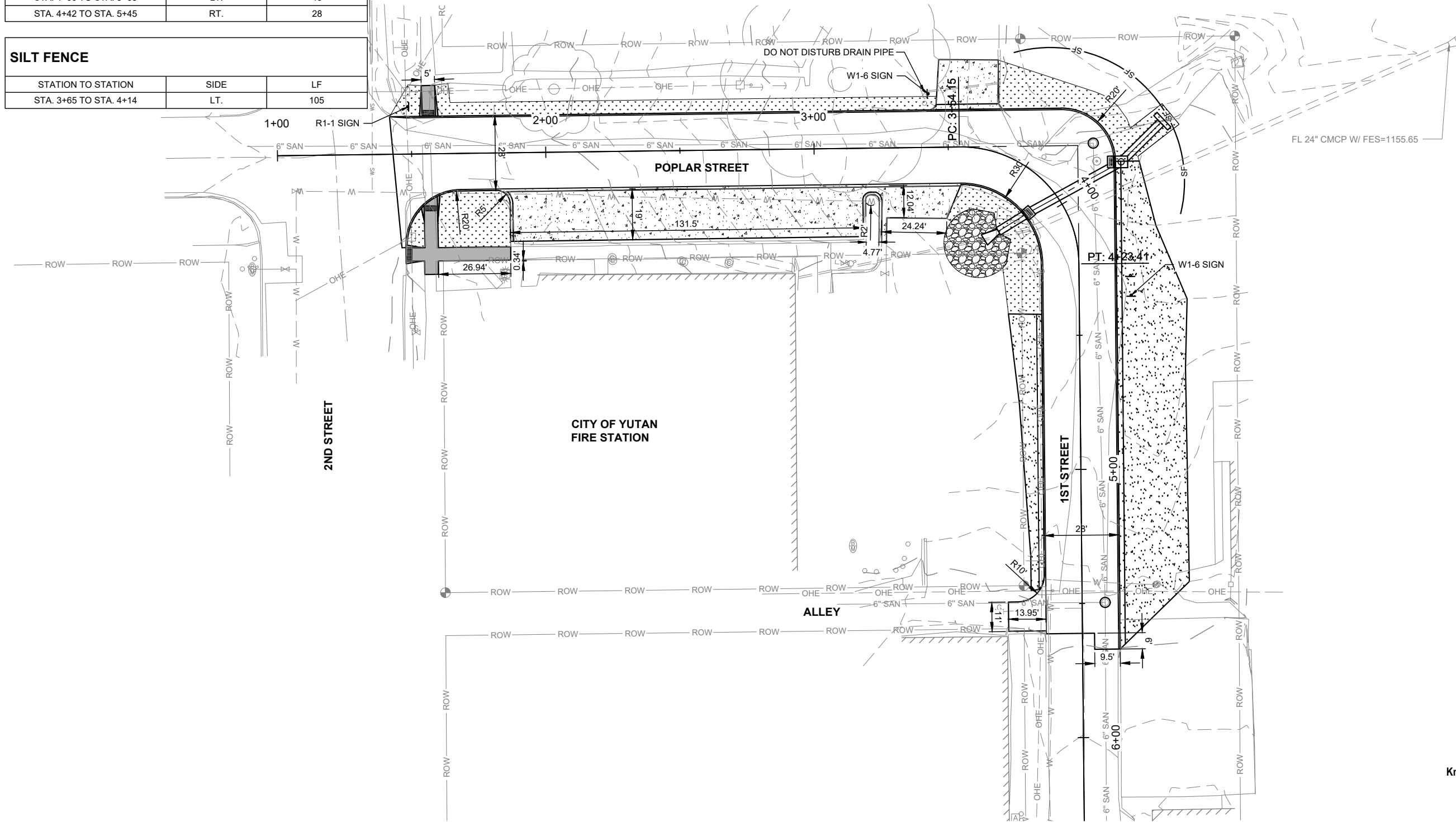
\*Connection to Existing Sewer Subsidiary.

INSTALL SIGN AND POST		
STATION	SIDE	TYPE
STA. 1+49	LT.	R1-1
STA. 3+42	RT.	W1-6
STA. 4+35	RT.	W1-6

6" CONCRETE DRIVEWAY		
STATION TO STATION	SIDE	SQ. YDS.
STA. 1+82 TO STA. 3+55	RT.	327
STA. 3+45 TO STA. 3+65	LT.	47
STA. 4+00 TO STA. 5+65	LT.	45
STA. 4+42 TO STA. 5+45	RT.	28

ADJUST CURB STOP TO GRADE		
STATION	SIDE	EACH
STA. 5+43	LT.	1

SILT FENCE		
STATION TO STATION	SIDE	LF
STA. 3+65 TO STA. 4+14	LT.	105



2019 STREET IMPROVEMENTS PROJECT  
YUTAN, NEBRASKA

CONSTRUCTION  
BASE BID

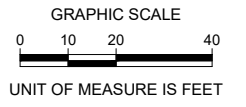
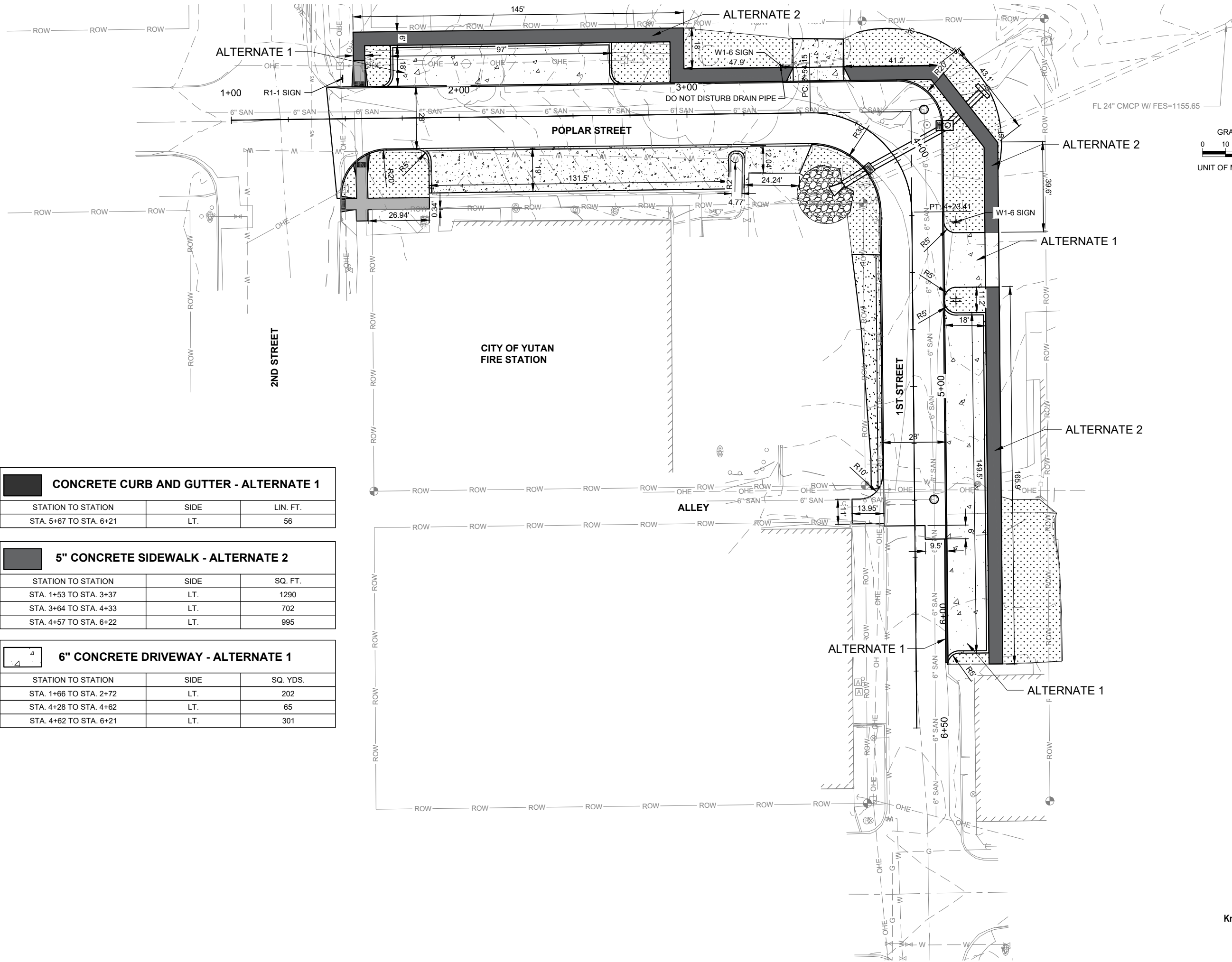
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FIELD CREW NF  
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Sheet No. 01 of 02 (0203 of 13)



CONCRETE CURB AND GUTTER - ALTERNATE 1		
STATION TO STATION	SIDE	LIN. FT.
STA. 5+67 TO STA. 6+21	LT.	56

5" CONCRETE SIDEWALK - ALTERNATE 2		
STATION TO STATION	SIDE	SQ. FT.
STA. 1+53 TO STA. 3+37	LT.	1290
STA. 3+64 TO STA. 4+33	LT.	702
STA. 4+57 TO STA. 6+22	LT.	995

6" CONCRETE DRIVEWAY - ALTERNATE 1		
STATION TO STATION	SIDE	SQ. YDS.
STA. 1+66 TO STA. 2+72	LT.	202
STA. 4+28 TO STA. 4+62	LT.	65
STA. 4+62 TO STA. 6+21	LT.	301



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◇ STORM SEWER CURB INLET - TYPE 1*				
NO.	STATION	SIDE	FL. ELEV.	RIM ELEV.
1	STA. 0+41.37	0' RT./LT.	1157.11	1159.79

\*SEE DETAIL 6 ON SHEET D1.0

◇ STORM SEWER CURB INLET - TYPE 2*				
NO.	STATION	SIDE	FL. ELEV.	RIM ELEV.
2	STA. 0+78.46	0' RT./LT.	1157.00	1159.59

\*SEE DETAIL 1 ON SHEET D1.1

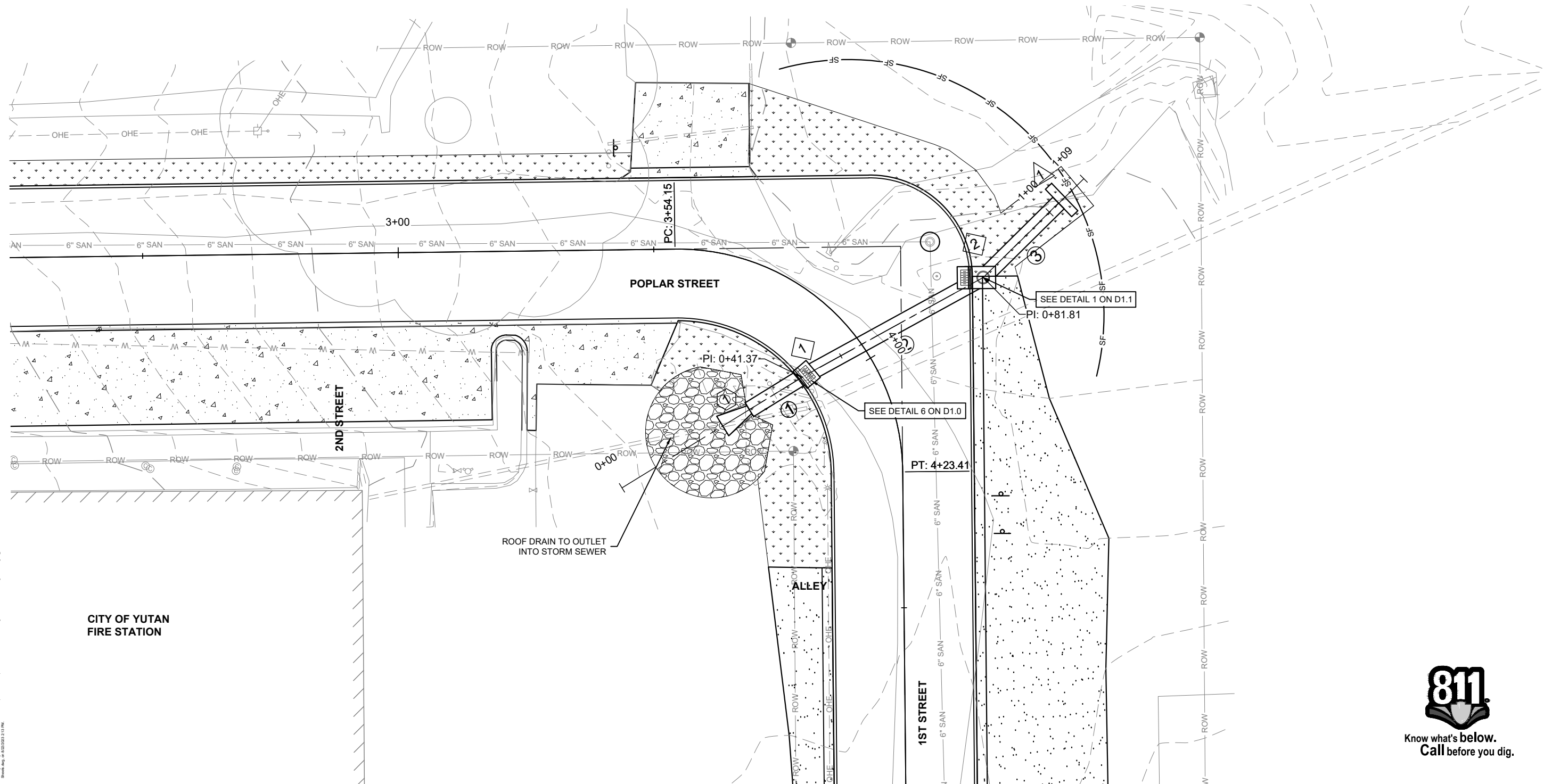
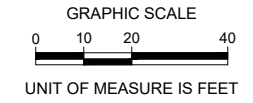
○ ROUND EQUIVALENT RCP, CLASS IV				
NO.	SIZE	LF	SLOPE	DESCRIPTION
1	18"	13	5.0%	STA. 0+29 TO STA. 0+41, CLASS IV
2	18"	36	0.3%	STA. 0+41 TO STA. 0+78, CLASS IV
3	24"	24	0.3%	STA. 0+78 TO STA. 1+02, CLASS IV

△ CONCRETE COLLAR			
NO.	STATION	OFFSET	EACH
1	STA. 1+02	0' RT./LT.	1

ROCK RIP-RAP, NDOR TYPE A			
STATION TO STATION	SIDE	TYPE	TONS
STA. 0+07 TO STA. 0+29	LT. & RT.	A	30

\*INSTALL FILTER FABRIC (SUBSIDIARY PAY ITEM)

◇ RCP FLARED END SECTION				
NO.	STATION	OFFSET	SIZE	FL
1	STA. 0+29	0' RT./LT.	18"	1157.60



CITY OF YUTAN  
FIRE STATION

P:\Projects\181859.DWG - Yutan 2019 Street Improvements - Poplar Street and 1st Street - Sanitary and Combined Sewerage - 181859  
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 YUTAN, NEBRASKA

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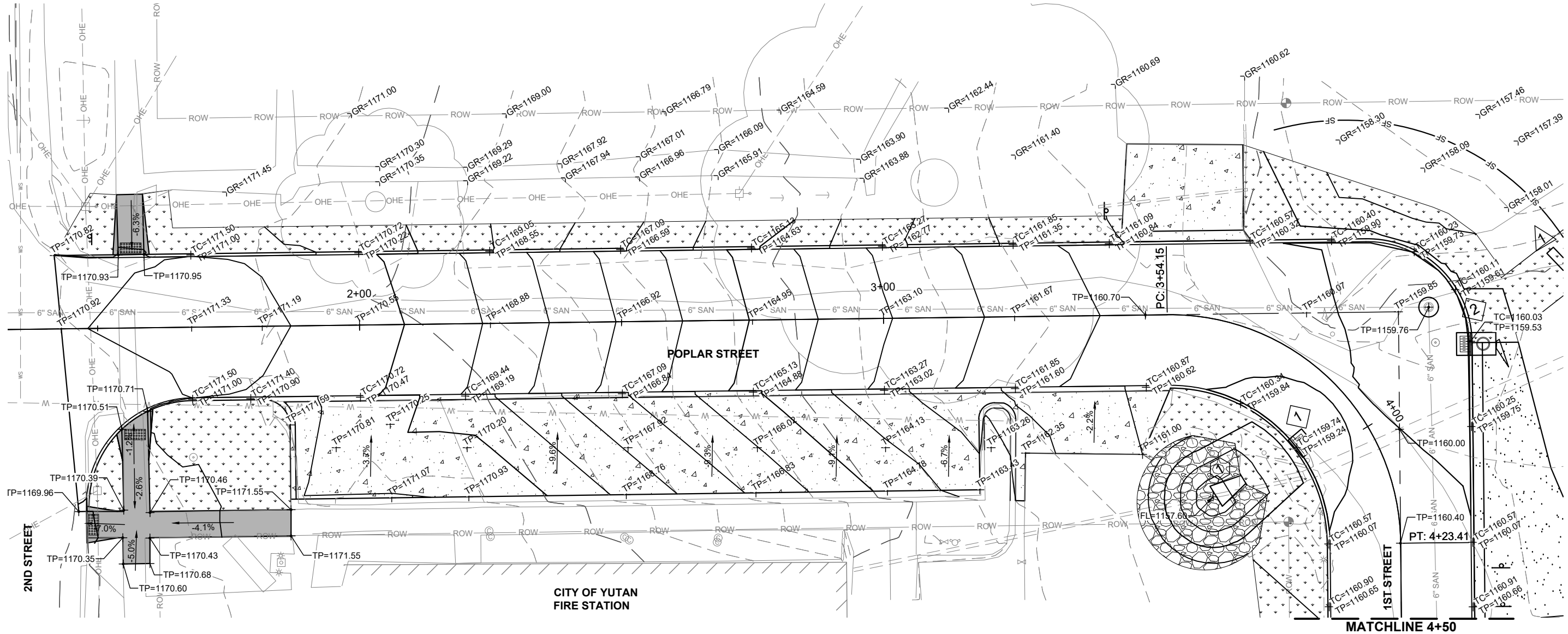
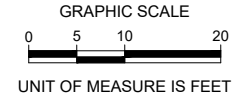


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**LEGEND**

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FLOW DIRECTION
- EXISTING SURFACE ELEVATION
- PROPOSED TOP OF CURB SURFACE ELEVATION
- PROPOSED TOP OF PAVEMENT SURFACE ELEVATION
- PROPOSED TOP OF GROUND SURFACE ELEVATION



2019  
STREET IMPROVEMENTS PROJECT  
YUTAN, NEBRASKA

GEOMETRICS AND GRADES  
BASE BID

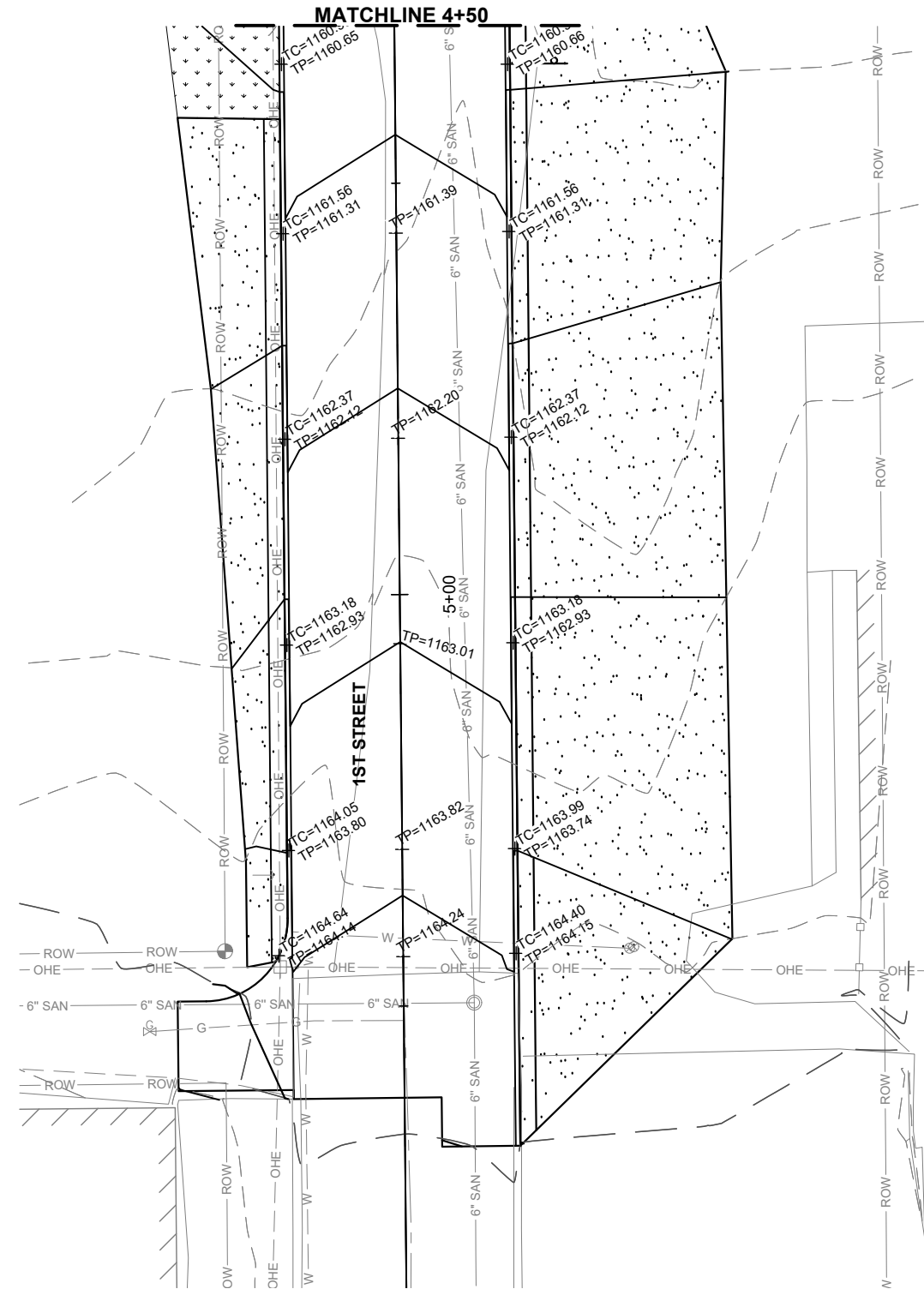
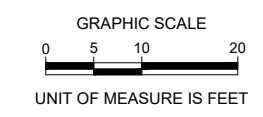
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INITIALS	95% DATE
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- LEGEND**
- 1490 PROPOSED MAJOR CONTOUR
  - 1489 PROPOSED MINOR CONTOUR
  - 1600 EXISTING MAJOR CONTOUR
  - 1599 EXISTING MINOR CONTOUR
  - FLOW DIRECTION
  - 1489.50 ± EXISTING SURFACE ELEVATION
  - TC=1489.50 PROPOSED TOP OF CURB SURFACE ELEVATION
  - TP=1489.50 PROPOSED TOP OF PAVEMENT SURFACE ELEVATION
  - GR=1489.50 PROPOSED TOP OF GROUND SURFACE ELEVATION

2019  
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YUTAN, NEBRASKA

GEOMETRICS AND GRADES  
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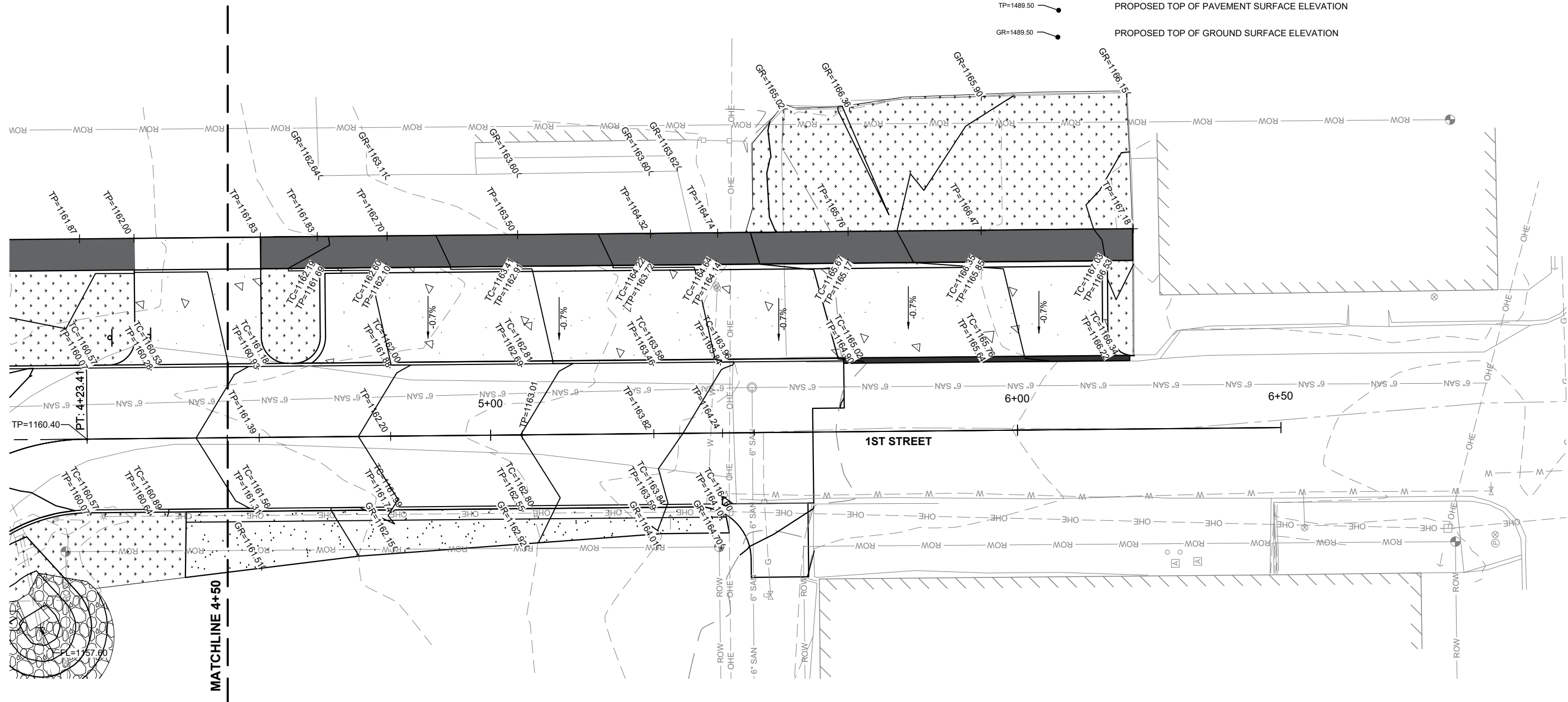
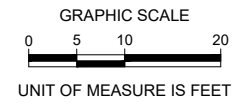
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**LEGEND**

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FLOW DIRECTION
- EXISTING SURFACE ELEVATION
- PROPOSED TOP OF CURB SURFACE ELEVATION
- PROPOSED TOP OF PAVEMENT SURFACE ELEVATION
- PROPOSED TOP OF GROUND SURFACE ELEVATION



2019  
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YUTAN, NEBRASKA

GEOMETRICS AND GRADES  
ALTERNATE BIDS 1 & 2

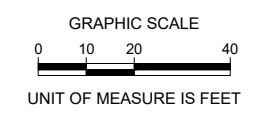
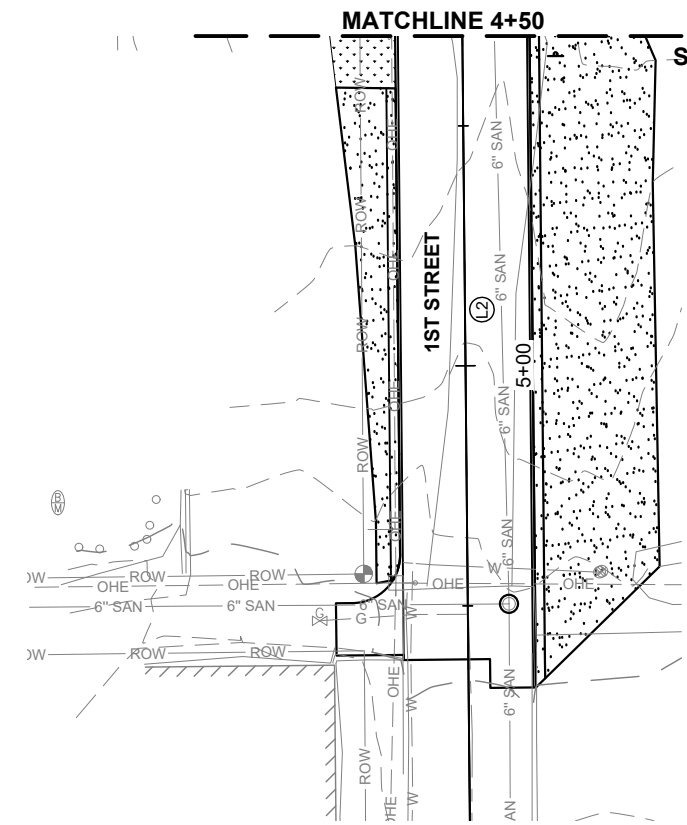
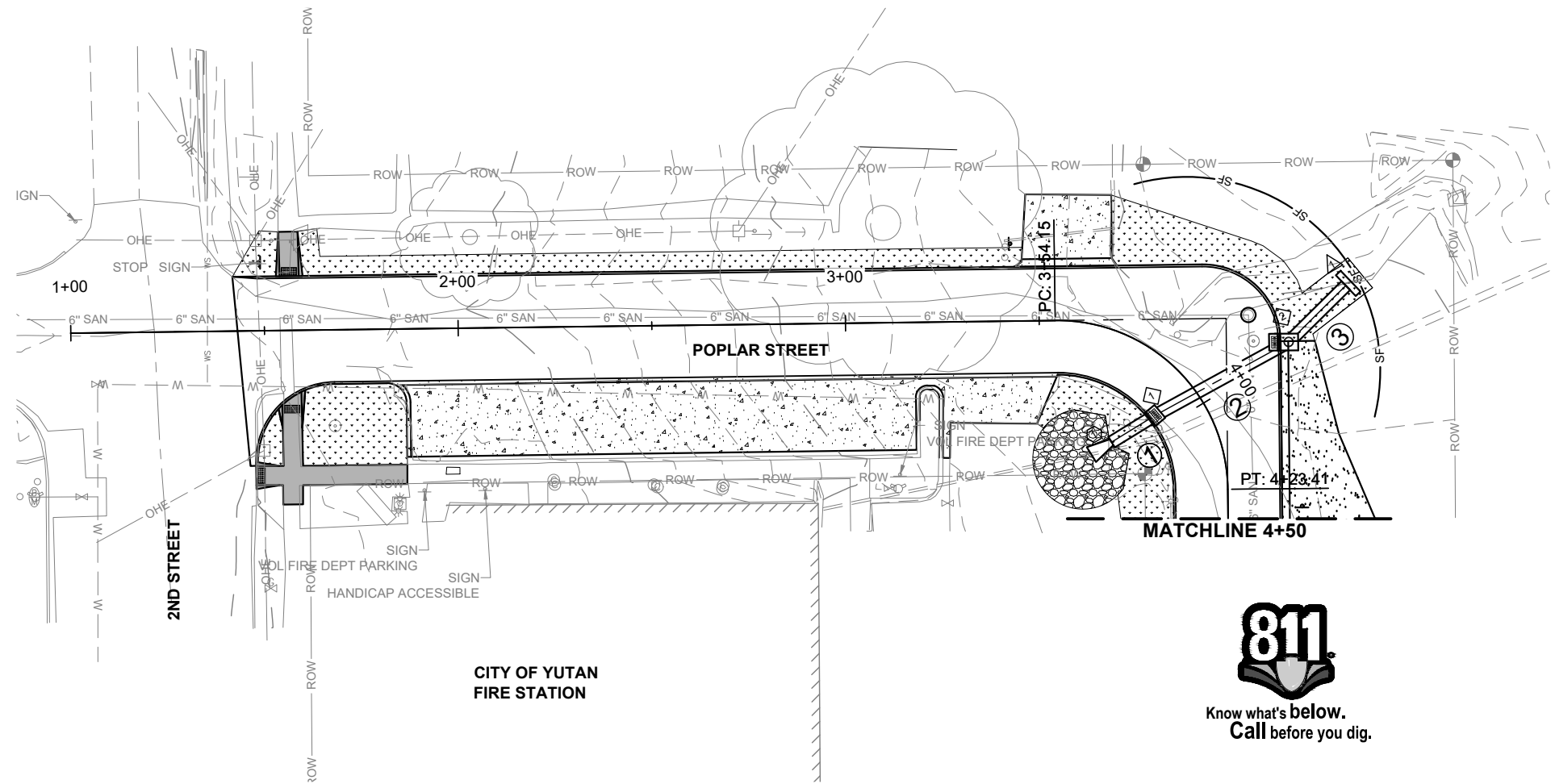
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DATE	95% DATE
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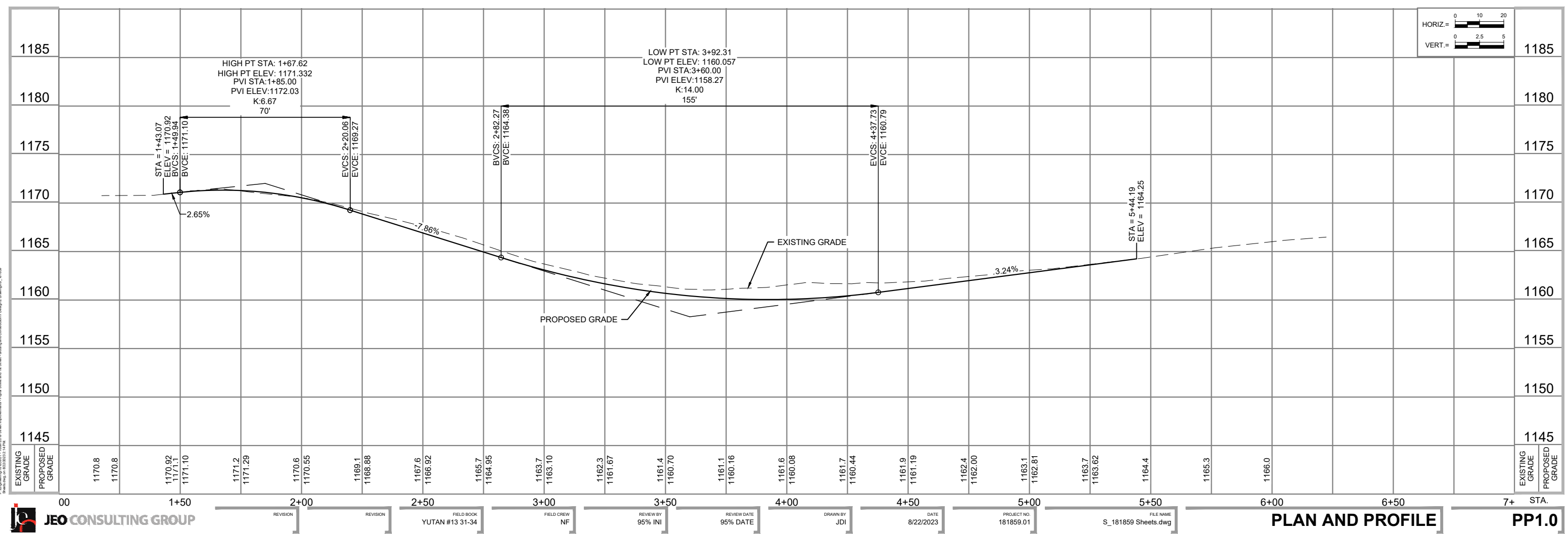


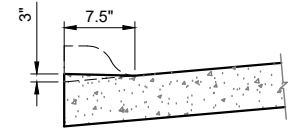
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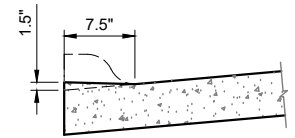


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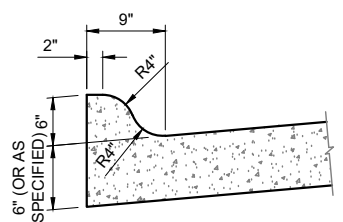




**DROP CURB DETAIL**  
STA. 1+82 TO STA. 3+55 RT.  
SCALE: 1/2"=1'0"



**1 DROP CURB DETAIL**  
STA. 1+66 TO STA. 2+72 LT.  
STA. 4+62 TO STA. 6+21 LT.  
SCALE: 1/2"=1'0"

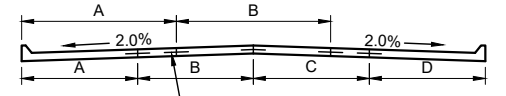


**2 CURB DETAIL**  
SCALE: 1"=1'-0"

TRANSVERSE JOINT SPACING				
SLAB DEPTH (T)	6"	7"	8"	9"
MAXIMUM TRANSVERSE JOINT SPACING	12'-0"	12'-0"	12'-0"	12'-0"

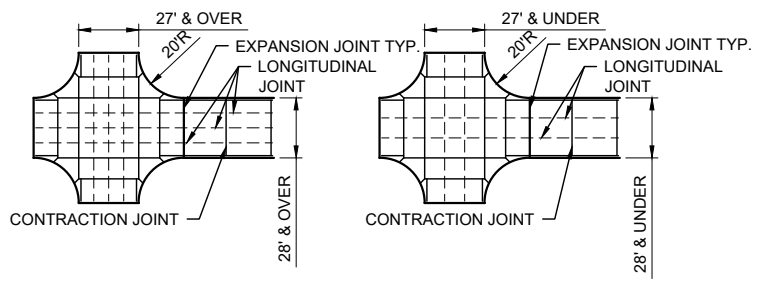
**LONGITUDINAL JOINT SPACING**

WIDTH	A	B	C	D
25'	8'-6"	8'-0"	8'-6"	
27'	9'-0"	9'-0"	9'-0"	
28'	7'-0"	7'-0"	7'-0"	7'-0"
29'	7'-0"	7'-6"	7'-6"	7'-0"
30'	7'-6"	7'-6"	7'-6"	7'-6"
31'	7'-6"	8'-0"	8'-0"	7'-6"
32'	8'-0"	8'-0"	8'-0"	8'-0"
34'	8'-0"	9'-0"	9'-0"	8'-0"
40'	10'-0"	10'-0"	10'-0"	10'-0"



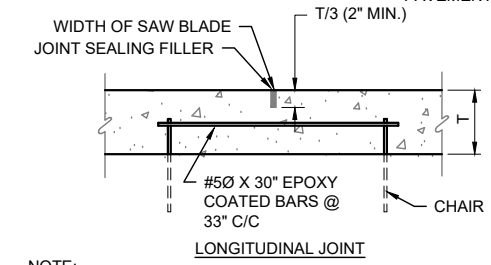
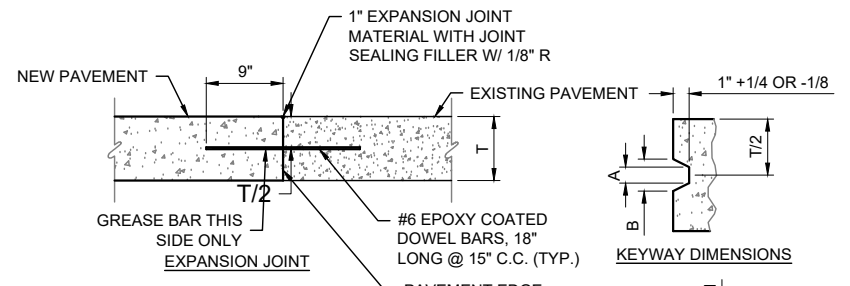
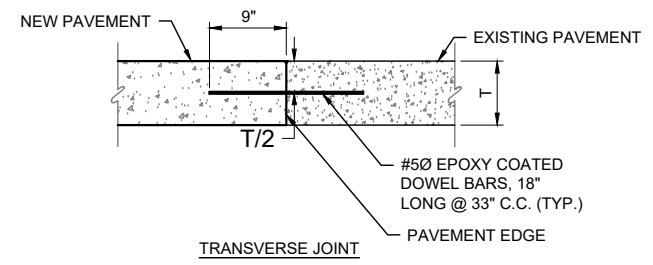
#5Ø x 30" LONG @ 33" C/C (EPOXY COATED) FOR LONGITUDINAL JOINTS

— CONSTRUCTION JOINT  
- - - LONGITUDINAL JOINT  
- - - CONTRACTION JOINT

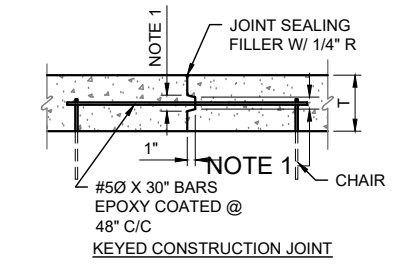
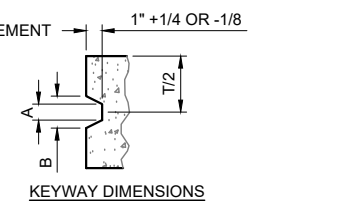


**3 PAVING JOINT DETAIL**  
SCALE: N.T.S.

NOTE: JOINT SPACING SHALL MATCH EXISTING PAVEMENT JOINTS AS APPROVED BY ENGINEER IN THE FIELD AND OTHERWISE BE CONSTRUCTED IN ACCORDANCE WITH THIS DETAIL.



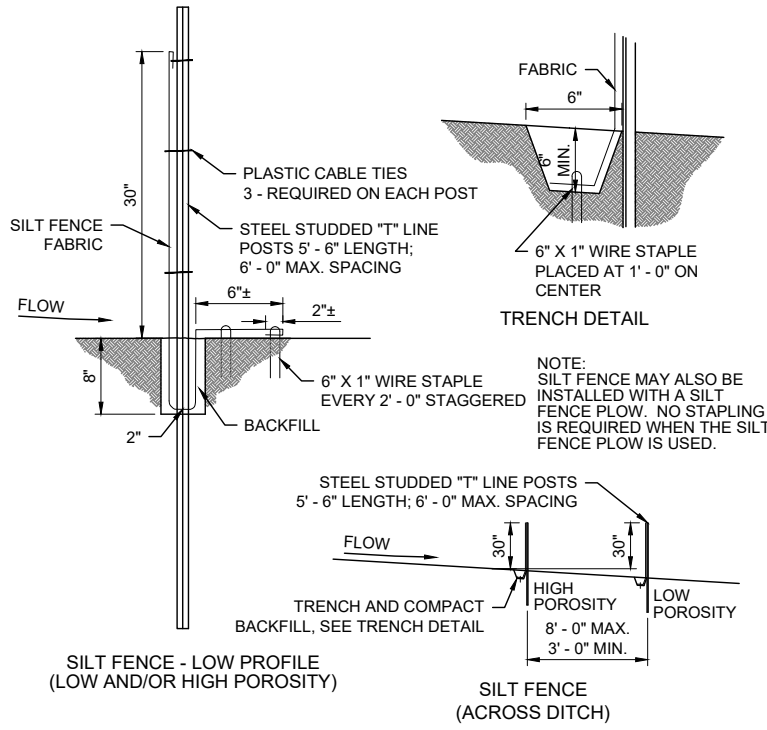
NOTE:  
1" EXPANSION JOINT MATERIAL SHALL BE PLACED IN ALL PAVEMENT AREAS ABUTTING AGAINST BACK OF CURB AND SEALED, EXCEPT AT LOCATIONS OF CURB RAMPS WHERE 1/2" EXPANSION JOINT MATERIAL SHALL BE INSTALLED.



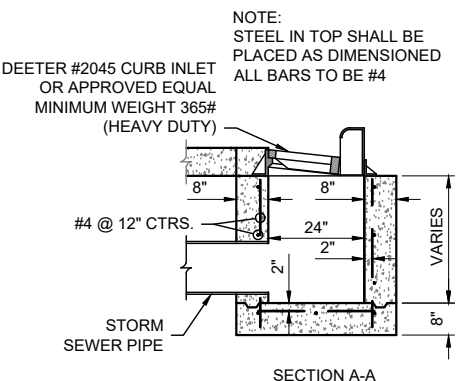
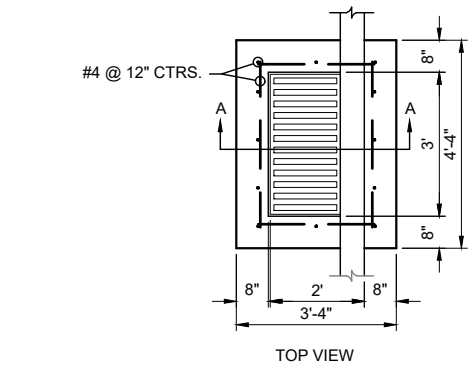
NOTES:  
1. KEYWAY DIMENSIONS

KEYWAY DIMENSIONS			
KEYWAY TYPE	PAVEMENT 'T'	A	B
STANDARD	8" OR GREATER	1 3/4"	2 3/4"
NARROW	LESS THAN 8"	1"	2"

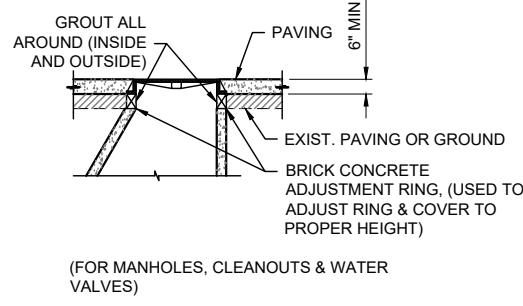
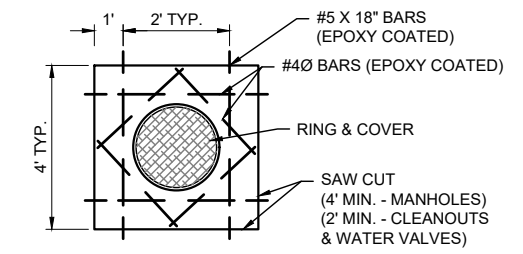
**4 CONSTRUCTION JOINTS**  
SCALE: N.T.S.



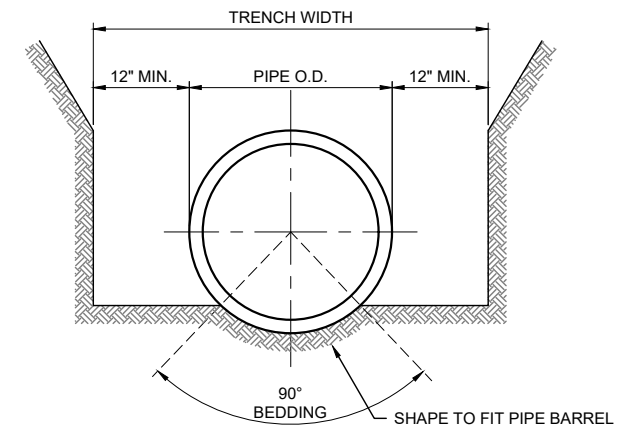
**5 SILT FENCE DETAIL**  
SCALE: N.T.S.



**6 CURB INLET - TYPE 1**  
SCALE: N.T.S.



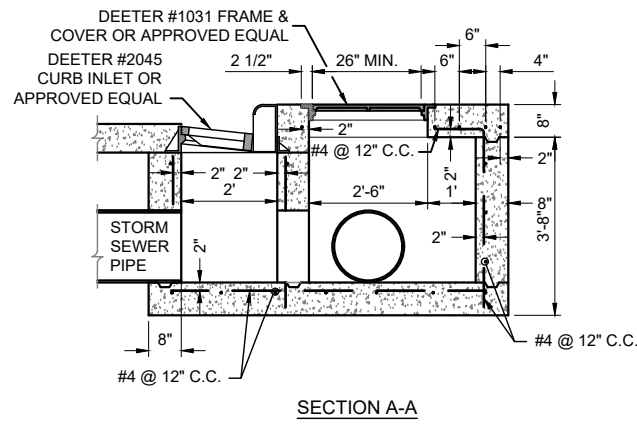
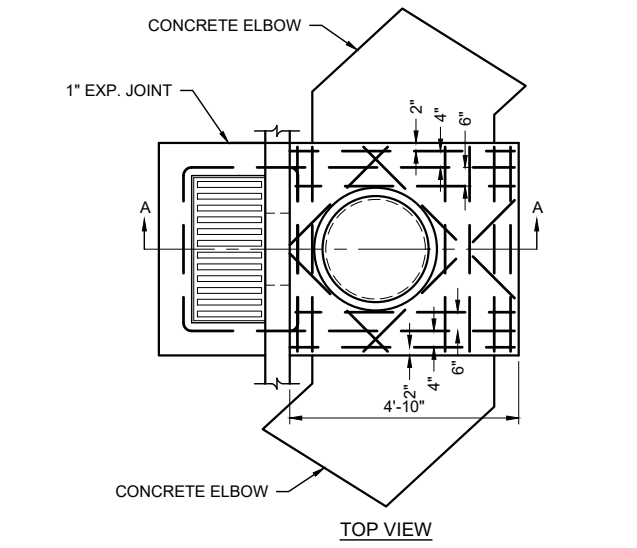
**7 MANHOLE COVER ADJUSTMENT DETAIL**  
SCALE: N.T.S.



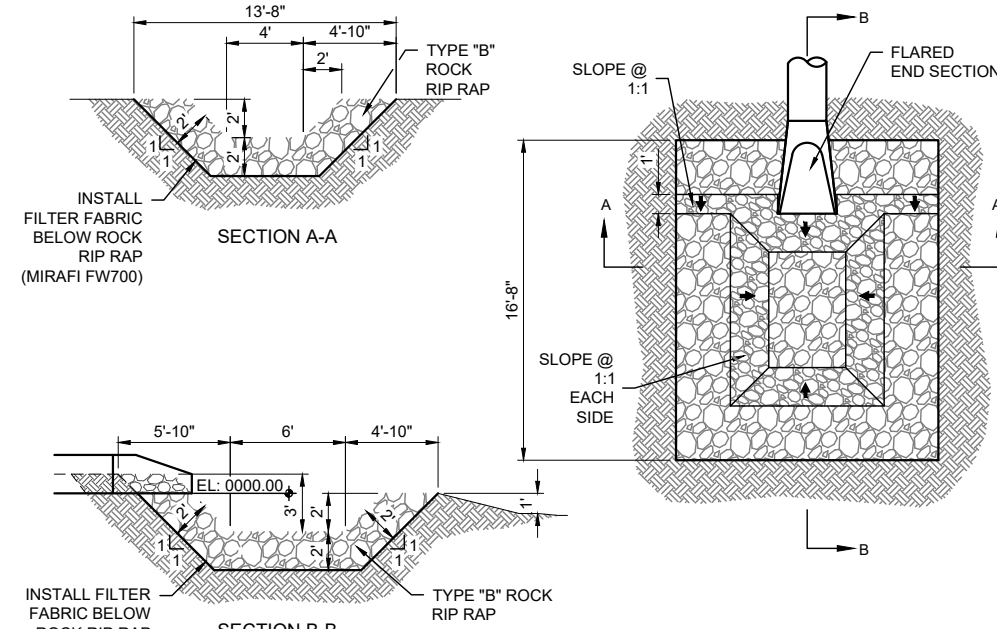
**8 ROUND RCP STORM PIPE BEDDING**  
SCALE: N.T.S.

PRELIMINARY  
NOT FOR CONSTRUCTION  
60%  
DATE:  
8/22/2023  
PRELIMINARY

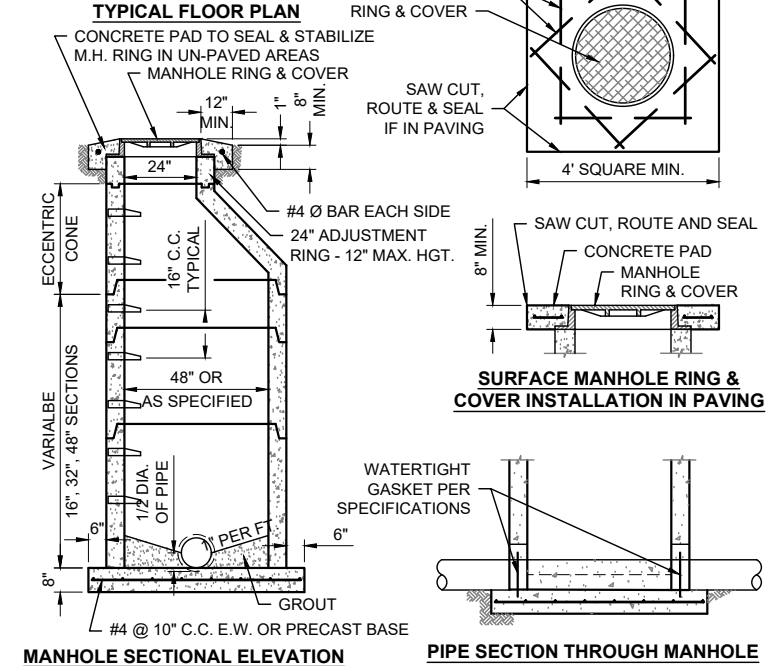
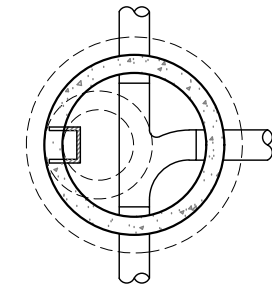
PROJECT NO.	181859.01
DATE	8/22/2023
DRAWN BY	JDI
FILE NAME	S_181859 Sheets.dwg
FIELD BOOK	YUTAN #13 31-34
FIELD CREW	NF
SURVEY FILE NO.	
PLAN IN HAND	PIH INI
INITIALS	PIH DATE
70 PERCENT REVIEW	70% INI
INITIALS	#####
95 PERCENT REVIEW	95% INI
INITIALS	95% DATE
REVISIONS	



1 CURB INLET - TYPE 2  
SCALE: N.T.S.



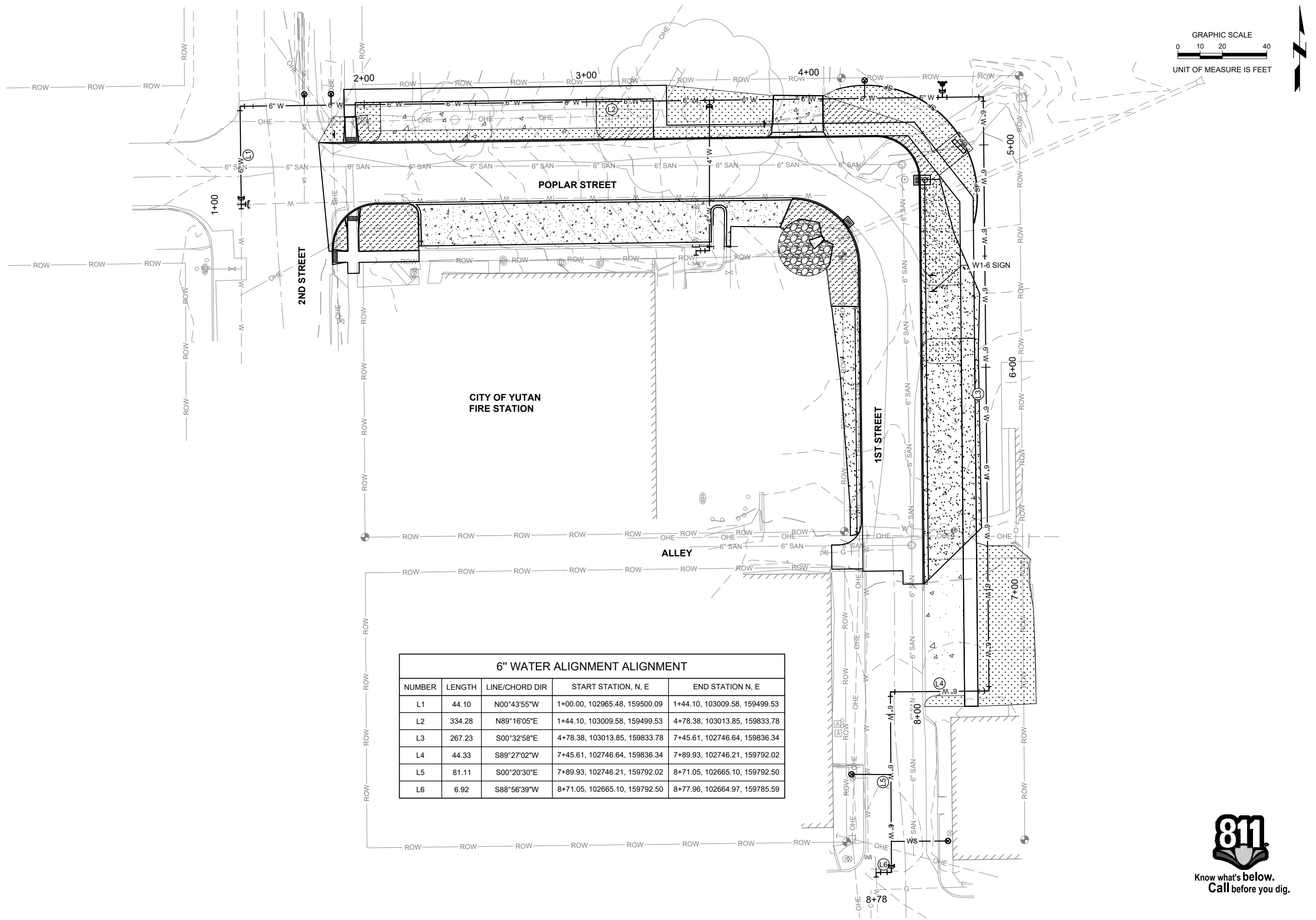
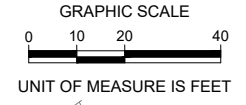
1 EROSION CONTROL OUTLET  
SCALE: N.T.S.



3 SANITARY SEWER MANHOLE  
SCALE: N.T.S.

PRELIMINARY  
NOT FOR CONSTRUCTION  
60%  
DATE:  
8/22/2023  
PRELIMINARY

PROJECT NO. 181859.01  
DATE 8/22/2023  
DRAWN BY JDI  
FILE NAME S\_181859 Sheets.dwg  
FIELD BOOK YUTAN #13 31-34  
FIELD CREW NF  
SURVEY FILE NO. SURVEY FILE #  
PLAN IN HAND INITIALS PIH INI  
DATE PIH DATE  
70 PERCENT REVIEW INITIALS 70% INI  
DATE  
95 PERCENT REVIEW INITIALS 95% INI  
DATE 95% DATE  
REVISIONS



6" WATER ALIGNMENT ALIGNMENT				
NUMBER	LENGTH	LINE/CHORD DIR	START STATION, N, E	END STATION N, E
L1	44.10	N00°43'55"W	1+00.00, 102965.48, 159500.09	1+44.10, 103009.58, 159499.53
L2	334.28	N89°16'05"E	1+44.10, 103009.58, 159499.53	4+78.38, 103013.85, 159833.78
L3	267.23	S00°32'58"E	4+78.38, 103013.85, 159833.78	7+45.61, 102746.64, 159836.34
L4	44.33	S89°27'02"W	7+45.61, 102746.64, 159836.34	7+89.93, 102746.21, 159792.02
L5	81.11	S00°20'30"E	7+89.93, 102746.21, 159792.02	8+71.05, 102665.10, 159792.50
L6	6.92	S88°56'39"W	8+71.05, 102665.10, 159792.50	8+77.96, 102664.97, 159785.59

2019  
STREET IMPROVEMENTS PROJECT  
YUTAN, NEBRASKA

WATER MAIN SITE PLAN AND ALIGNMENT

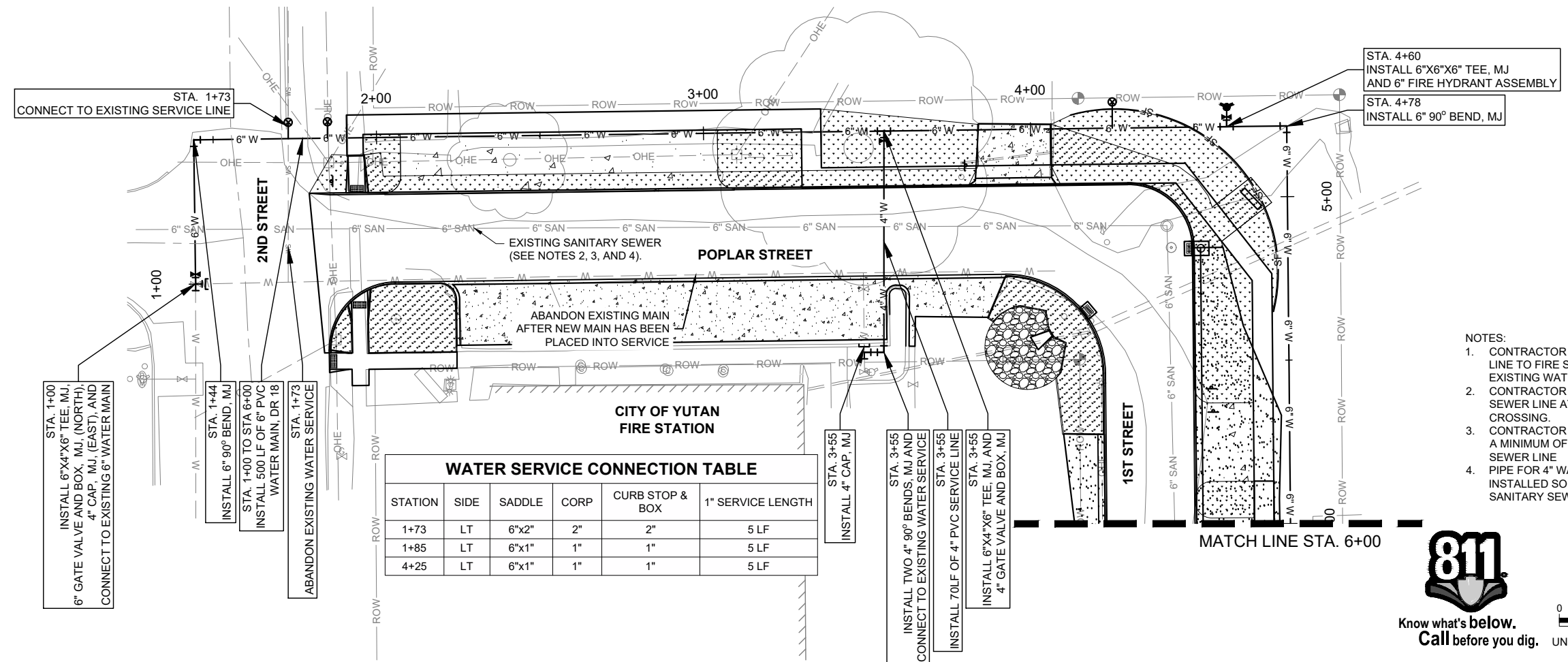
PRELIMINARY  
NOT FOR CONSTRUCTION  
60%  
DATE:  
8/29/2023  
PRELIMINARY

PROJECT NO. 181859.01  
DATE 8/29/2023  
DRAWN BY JDI  
FILE NAME S-181859-WWE.dwg  
FIELD BOOK YUTAN #13 31-34  
FIELD CREW NF  
SURVEY FILE NO. SURVEY FILE #  
PLAN IN HAND INITIALS PIH INI  
DATE PIH DATE  
70 PERCENT REVIEW INITIALS DATE 70% INI  
DATE  
95 PERCENT REVIEW INITIALS DATE 95% INI  
DATE  
REVISIONS



P:\Projects\2018\181859\181859.dwg - Yutan 2019 Street Improvements - Poplar Street and 1st Street - Water Main and Construction Details.dwg  
 Drawing: JDI 8/29/2023 11:58:50 AM





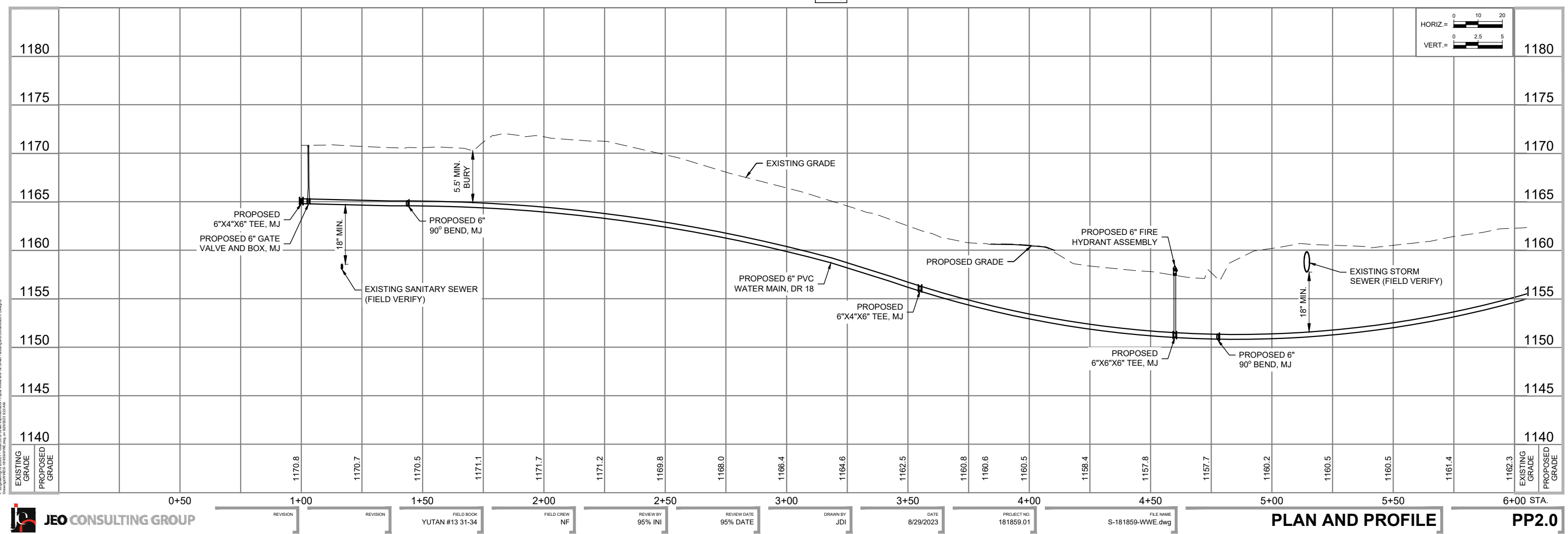
- NOTES:
1. CONTRACTOR TO CAP AND PRESSURE TEST SERVICE LINE TO FIRE STATION PRIOR TO CONNECTING TO EXISTING WATER SERVICE
  2. CONTRACTOR TO FIELD VERIFY DEPTH OF SANITARY SEWER LINE AT FIRE STATION SERVICE LINE CROSSING.
  3. CONTRACTOR TO INSTALL FIRE STATION SERVICE LINE A MINIMUM OF 18 INCHES ABOVE OR BELOW SANITARY SEWER LINE
  4. PIPE FOR 4" WATERLINE TO FIRE STATION TO BE INSTALLED SO THAT JOINTS ARE AS FAR FROM SANITARY SEWER CROSSING AS POSSIBLE

WATER SERVICE CONNECTION TABLE					
STATION	SIDE	SADDLE	CORP	CURB STOP & BOX	1" SERVICE LENGTH
1+73	LT	6"x2"	2"	2"	5 LF
1+85	LT	6"x1"	1"	1"	5 LF
4+25	LT	6"x1"	1"	1"	5 LF

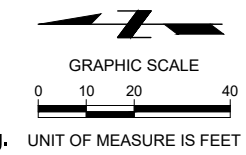
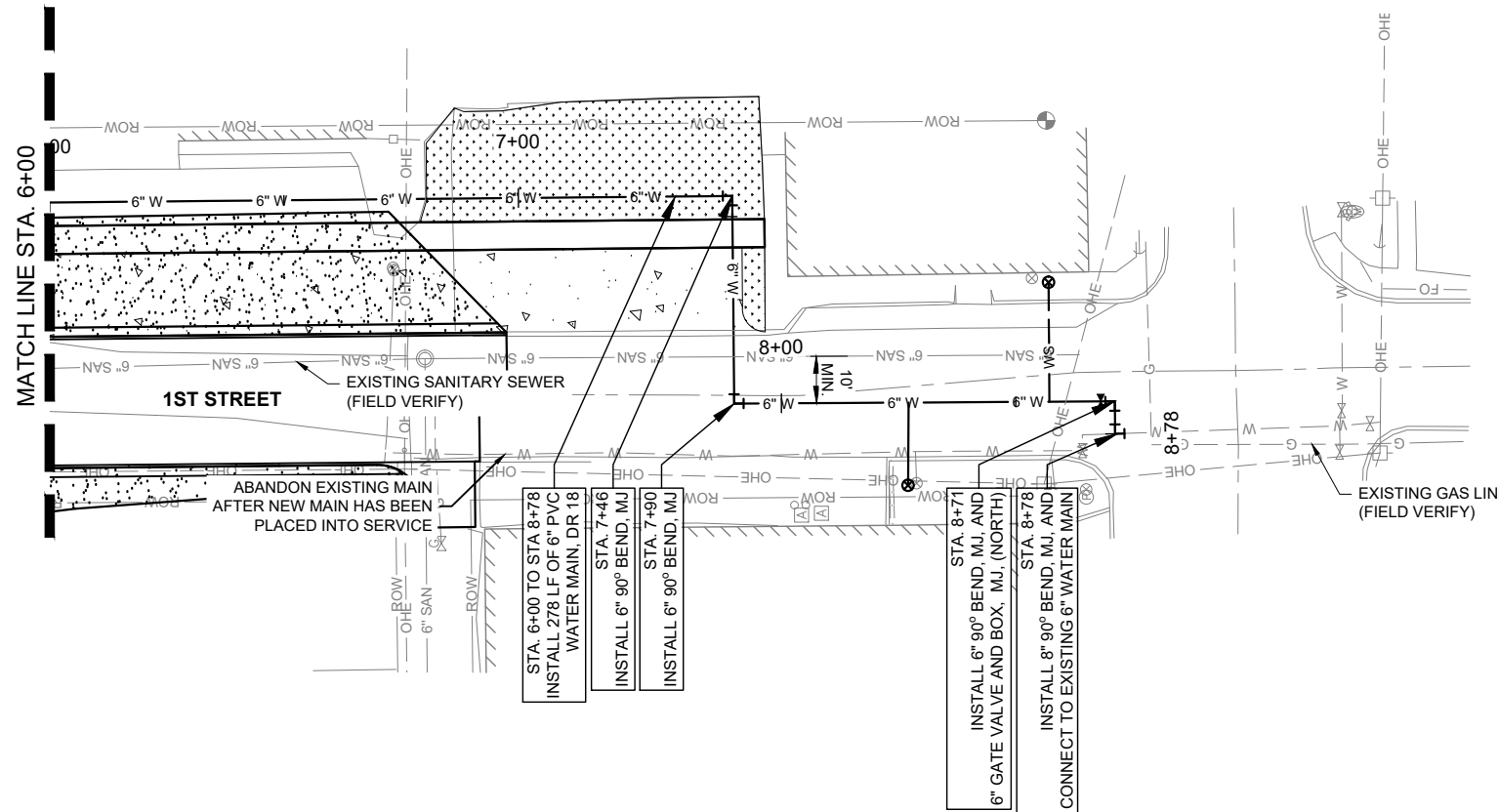
**811**  
Know what's below.  
Call before you dig.

GRAPHIC SCALE  
0 10 20 40  
UNIT OF MEASURE IS FEET

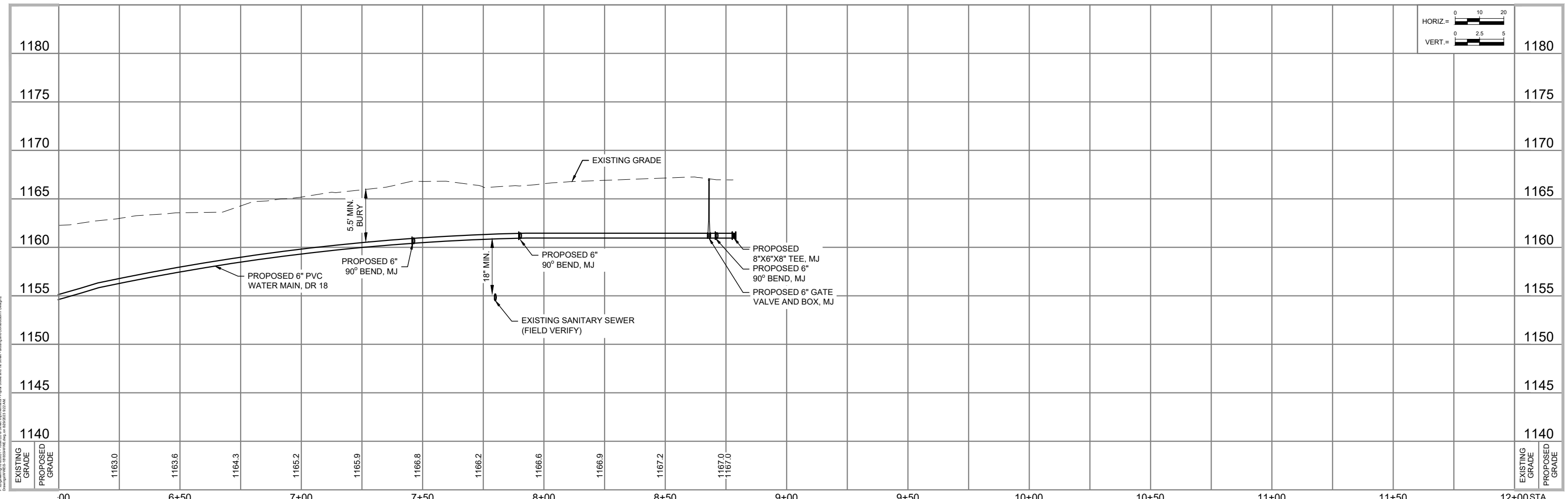
PRELIMINARY NOT FOR CONSTRUCTION 60% PRELIMINARY  
DATE: 8/29/2023



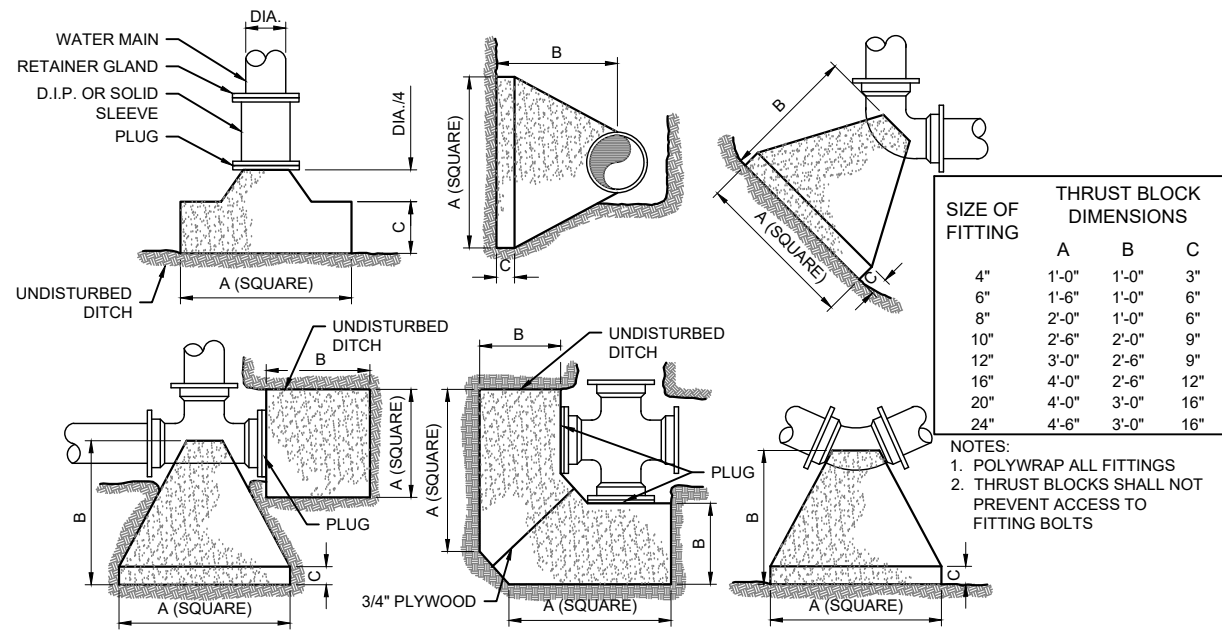
WATER SERVICE CONNECTION TABLE					
STATION	SIDE	SADDLE	CORP	CURB STOP & BOX	1" SERVICE LENGTH
8+27	RT	6"x1"	1"	1"	18 LF
8+57	LT	6"x1"	1"	1"	25 LF



PRELIMINARY  
NOT FOR  
CONSTRUCTION  
60%  
DATE:  
8/29/2023  
PRELIMINARY



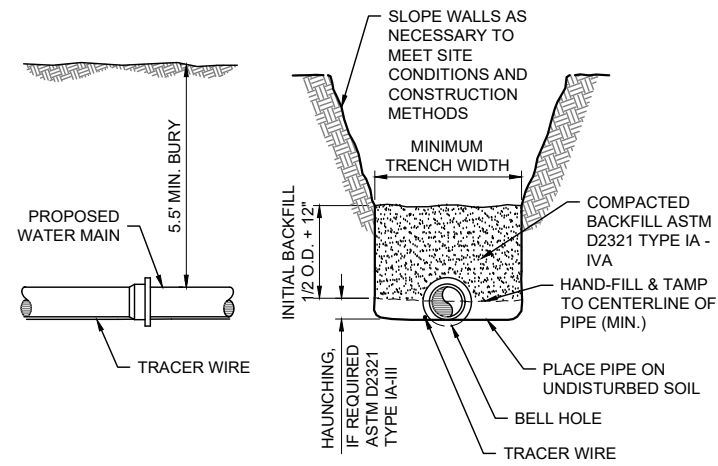
P:\Engineering\181859-01 - Yutan 2019 Street Improvements - 1st Street and 1st Street - Background Construction\DWG\2  
 Drawing 181859-01.dwg on 8/29/2023 9:22 AM



SIZE OF FITTING	A	B	C
4"	1'-0"	1'-0"	3"
6"	1'-6"	1'-0"	6"
8"	2'-0"	1'-0"	6"
10"	2'-6"	2'-0"	9"
12"	3'-0"	2'-6"	9"
16"	4'-0"	2'-6"	12"
20"	4'-0"	3'-0"	16"
24"	4'-6"	3'-0"	16"

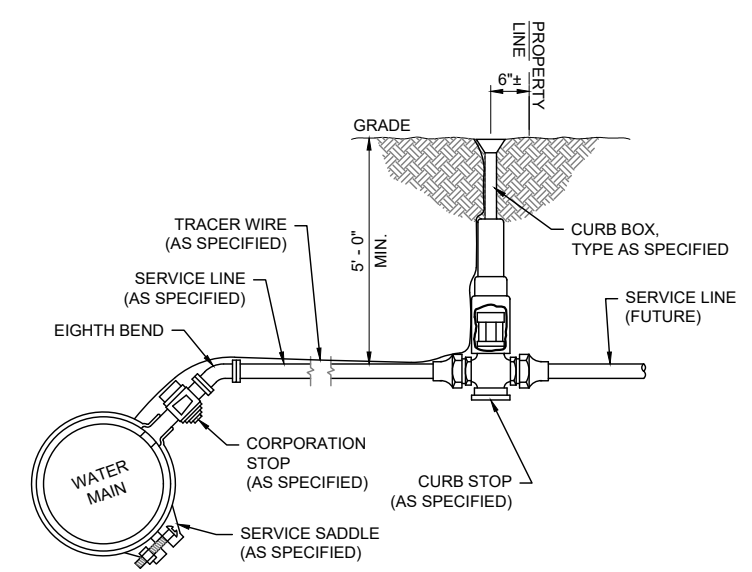
NOTES:  
 1. POLYWRAP ALL FITTINGS  
 2. THRUST BLOCKS SHALL NOT PREVENT ACCESS TO FITTING BOLTS

**1 CONCRETE THRUST BLOCK**  
SCALE: N.T.S.

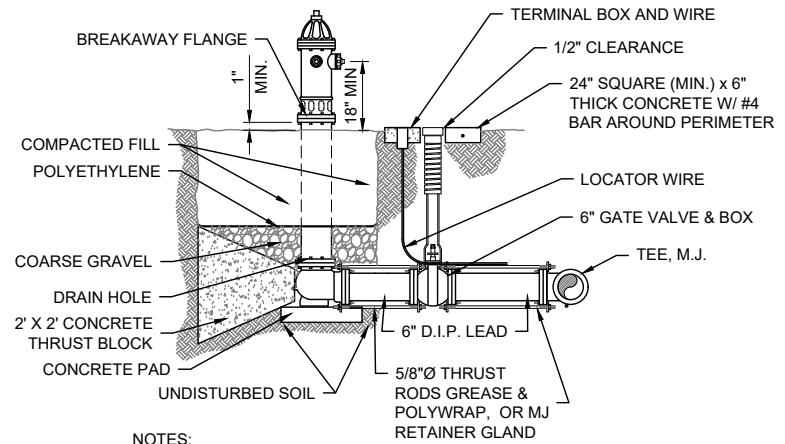


PIPE SIZE	MIN. TRENCH WIDTH
4"	18"
6"	18"
8"	24"
10"	26"
12"	30"
15"	30"
18"	32"

**2 WATER MAIN TRENCH**  
SCALE: N.T.S.

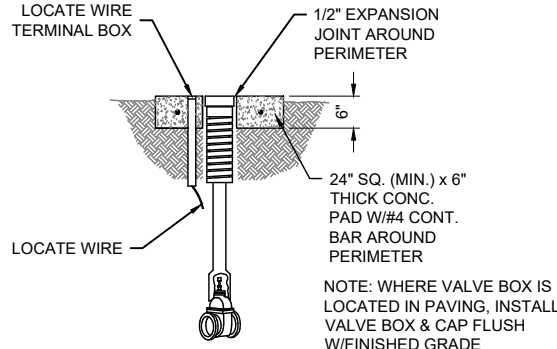


**3 WATER SERVICE INSTALLATION**  
SCALE: N.T.S.



NOTES:  
 1. HYDRANT ASSEMBLY TO INCLUDE RETAINER GLANDS OR THRUST RODS, PIPING AND GATE VALVE.  
 2. ALL FITTINGS TO BE MECHANICAL JOINT, WITH MECHANICAL JOINT RESTRAINT DEVICES OR THRUST RODS  
 3. THRUST RODS AND APPURTENANCES SHALL BE STAINLESS STEEL OR CORTEN STEEL.  
 4. HYDRANT TO BE INSTALLED TO MATCH EXISTING GRADE. AND GRADE ADJUSTMENT FITTINGS OR EXTENSIONS SHALL BE PROVIDED BY THE CONTRACTOR AND ARE INCIDENTAL TO THE FIRE HYDRANT ASSEMBLY PRICE

**4 FIRE HYDRANT ASSEMBLY**  
SCALE: N.T.S.



**5 GATE VALVE & BOX**  
SCALE: N.T.S.

PRELIMINARY  
 NOT FOR CONSTRUCTION  
 60%  
 DATE:  
 8/29/2023  
 PRELIMINARY

PROJECT NO.	181859.01
DATE	8/29/2023
DRAWN BY	JDI
FILE NAME	S-181859-WWE.dwg
FIELD BOOK	YUTAN #13 31-34
FIELD CREW	NF
SURVEY FILE NO.	SURVEY FILE #
PLAN IN HAND	PIH INI
DATE	PIH DATE
70 PERCENT REVIEW	70% INI
DATE	#####
95 PERCENT REVIEW	95% INI
DATE	95% DATE
REVISIONS	

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Pay Application 11 for Eriksen Construction

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This month's Pay Application for Eriksen Construction in the amount of \$5718.85. They should be close to wrapping up the project and finalizing it very soon.

**Action Item** - Seeking a motion and a second to approve Pay Application #11 for Eriksen Construction in the amount of \$5,718.85

**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>11</u>	<b>Application Date:</b> <u>11/28/2023</u>
<b>Application Period:</b> From <u>11/1/2023</u>	to <u>11/30/2023</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)	\$	924,364.81
5. Retainage		
a. <u>5%</u> X <u>\$ 922,808.81</u> Work Completed =	\$	46,140.44
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	46,140.44
6. Amount eligible to date (Line 4 - Line 5.c)	\$	878,224.37
7. Less previous payments (Line 6 from prior application)	\$	872,505.52
8. Amount due this application	\$	5,718.85
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	47,211.04

**Contractor's Certification**

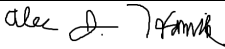
The undersigned Contractor certifies, to the best of its knowledge, the following:

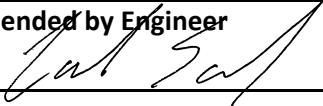
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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:**  **Date:** 11/28/2023

<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>11/28/2023</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.:		11		Application Period:		From 11/01/23 to 11/30/23		Application Date: 11/28/23			
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	1.00	4,381.95		4,381.95	100%	-
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	0.59	1,556.00		1,556.00	59%	1,070.60
<b>Change Order Totals</b>					<b>\$ 11,435.41</b>		<b>\$ 8,808.81</b>	<b>\$ -</b>	<b>\$ 10,364.81</b>	<b>91%</b>	<b>\$ -</b>
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					<b>\$ 925,435.41</b>		<b>\$ 922,808.81</b>	<b>\$ -</b>	<b>\$ 924,364.81</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>	170720.04
<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.:** 11      **Application Period:** From 11/01/23 to 11/30/23      **Application Date:** 11/28/23

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M
						G	H	I	J	K	L	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (I - L) (\$)
7	089316-01		MJ Buried Sewer Fittings	Lincoln Winwater	2	1,520.00		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		2,450.00	-
10	089316-02		Interior Flange Fittings	Lincoln Winwater	3	8,402.84		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		1,685.00	-
10	281609-01		Interior Flange Fittings	Windustrial	3	533.68		533.68	533.68		533.68	-
7	CB098011		Reinforcing Steel	Carroll Supply	3	920.00		920.00	920.00		920.00	-
10	33713		Plug Valves	Mellen & Assc.	4	11,072.00		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		1,210.04	-
12	S009807184.4		Electrical Disconnects	Echo	3	7,847.46		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		5,511.34	-
12	S009924046.1		EMT Elbows	Echo	3	74.62		74.62	74.62		74.62	-
12	S009917426.1		Reducing bushing	Echo	3	161.70		161.70	161.70		161.70	-
12	S009807184.1		Electric Disconnect	Echo	3	7,847.46		7,847.46	7,847.46		7,847.46	-
12	9330921302		Electrical	Graybar	3	1,363.19		1,363.19	1,363.19		1,363.19	-
12	300031 01		Electrical Parts	Husker Winlectrical	3	364.33		364.33	364.33		364.33	-
12	300031 02		Electrical Parts	Husker Winlectrical	3	12,092.84		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		8,497.10	-
12	9330367688		Lighting	Graybar	3	309.28		309.28	309.28		309.28	-
12	9330200877		Main Disconnect	Graybar	3	1,196.16		1,196.16	1,196.16		1,196.16	-
12	9330219983		Panel MDP	Graybar	3	170.00		170.00	170.00		170.00	-
12	9330155681		Panel B	Graybar	3	24.00		24.00	24.00		24.00	-
12	9330137709		Panel A + B	Graybar	3	121.00		121.00	121.00		121.00	-
12	9329946913		Low Peak Dual Element	Graybar	3	501.18		501.18	501.18		501.18	-
12	S511128215.1		Lights	Crescent Electrical	3	4,269.95		4,269.95	4,269.95		4,269.95	-
12	9331210401		Panel B	Graybar	3	365.00		365.00	365.00		365.00	-
12	9331227672		Panel B	Graybar	3	28.00		28.00	28.00		28.00	-
12	NEC2017		Permit	NE Electrical Div.	3	180.00		180.00	180.00		180.00	-
12	9330920500		Lighting Parts	Graybar	3	5,779.14		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		1,646.00	-
12	9331623036		Panel MDP	Graybar	5	3,017.00		3,017.00	3,017.00		3,017.00	-
12	9331623036		VFD	Graybar	5	11,208.00		11,208.00	11,208.00		11,208.00	-
12	9332098535		Panel MDP	Graybar	5	324.00		324.00	324.00		324.00	-
9	0901542-IN		Pumps	On Site	6	114,955.00		114,955.00	114,955.00		114,955.00	-
<b>Totals</b>						\$ 215,647.31	\$ -	\$ 215,647.31	\$ 215,647.31	\$ -	\$ 215,647.31	\$ -

# 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. 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.

Staff reached out to NDOR, with the help of Councilmember Thompson to verify if the city is responsible for this section of road. These areas were turned over to the city in 2007, and we are responsible for repairs. Highway allocation funds are provided to help offset these costs.

**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.



## 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:** 12/12/23  
**Re:** Key Checkout

---

We recently had all city locks rekeyed to a master key system. We created one key cut that will allow coaches and rec teams to have access to everything at Hayes and Itan with one key. Each new key can only be cut/copied at Accurate Locksmith and will cost 3.50 a key, they cannot be made at just any hardware store. Last season Luke made several copies of keys for coaches that were not returned. Staff would like to require a \$20 deposit for each key which will be given back when the key comes back. This would cover our time and expense to replace that key.

**Action Item** - Seeking a motion and a second to approve creating a key deposit.



## City of Yutan Key Checkout Form

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date checked out: \_\_\_\_\_ Date checked in: \_\_\_\_\_

Deposit paid: \_\_\_\_\_ Deposit returned: \_\_\_\_\_

Key Number: \_\_\_\_\_

I understand that the key or keys issued to me are for my use only and not to be shared with others. I agree to place a \$20.00 deposit for each key issued to me, which will be refunded when I return the key. I also agree that I shall not make copies of any keys issued to me to share with others, and I will report any missing or damaged keys to the City of Yutan.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Park and Recreation Usage Fees

---

The Park Board has been discussing additional ways to generate revenue for the parks and recreation areas. Currently, we do not charge any local teams for using the fields and have a 1500 dollar a year interlocal with the schools. The Park Board is interested in adjusting these fees to help offset the costs associated with preparing and maintaining the city recreation fields. The intent of this is to help open up funds to do more in the parks without relying on the CRA. In no way does the Park Board want to price people out and discourage people from using the park. They also looked at renting/reserving the shelters. Currently, the splash pad building is available for \$100 per day, they would like to extend that to the large shelter in Itan and do more advertising that these are available.

At a flat rate of \$40 per game, the parks could generate up to \$9000 a year. The Park Board recommended setting the following fees; Youth Sports at \$1500 per year, Yutan Schools at \$1500 per year, the Legion at \$1000 per year, and out-of-town teams at \$60 per game. This will balance out the demand vs costs, as we have run off some teams. Mayor Kelly and I have had discussions with some of the youth sports parents who have had some concerns over any additional charges on their teams. In the past, we have worked with them on cost splits for park improvements. Attached is a current breakdown of costs, currently we are not making very much off of field rentals, besides the school interlocal, we brought in \$100 on a field rental.

**Action Item** - Seeking a motion and a second to approve new park fees based on the council's recommendation of prices.

Itan Lights averages 350 a month about 4200 per year

Field Products about 7000-8000 per year

Mowing 2-3 times a week - 3 hours - 4000-5000 per year

**Current Fees**

Games and Practices - 75.00

Tournaments - 400 per field, per day, 3 games, 100 for each additional game

Soccer field - 125

Lights - 20 per game after 6:30

Park Shelters - None

Splash Pad Building - 100

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Keno Funds for Soccer Shed

---

Nate Rath has approached the city about putting a small storage shed near the soccer field area of Timbercrest Park. The soccer organization is willing to chip in \$500 for the shed. Mayor Kelly and I discussed options with Nate and would like to invest in something that will hold up and last rather than a cheaper shed from Home Depot. Attached is some information on prebuilt buildings, they come ready to go and leveled at delivery. I have personally purchased something similar and the construction vs a Home Depot shed is substantially better. Nate and I talked about an 8x12 utility shed, painted white with red trim to match the other park buildings. This would be about \$3200 delivered and ready to use. We could lock this with a new city lock which will give the soccer organization plenty of space for storage. We may add skids to this so Luke could move the building if needed.

We currently budget \$40,000 to use in Keno each year and have not spent any in the past two fiscal years. We have well over \$100k in the fund, I intend to use some of this to help offset the costs of the new concession stand when that happens.

**Action Item** - Seeking a motion and a second to approve the use of up to \$3000 in keno funds for a shed for soccer storage.



# Utility

- The Utility has plenty of head room, coming standard with roomy 8' walls (exterior measurement).
- 8' wide buildings come with a single shop built door. 10' and wider come standard with double shop built doors.
- Lofted Utility also available.



RUSTIC RED METAL SIDING WITH WHITE TRIM AND ROOF



CEDAR SIDING WITH ALMOND TRIM AND LIGHT STONE METAL ROOF



ASH GRAY METAL WITH CHARCOAL TRIM AND ROOF



SEMINOLE CEDAR TREATED SIDING WITH GALVALUME ROOF



BROWN SIDING WITH WHITE TRIM AND ALAMO WHITE METAL ROOF



8' WIDE W/ SINGLE DOOR - SEMINOLE TREATED SIDING WITH WHITE METAL ROOF

TAUPE SIDING WITH ALMOND TRIM AND LIGHT STONE METAL ROOF



# Side Utility

- The Side Utility comes standard with 8' walls (exterior measurement).
- 8' wide buildings come with a single shop built door. 10' and wider come standard with double shop built doors.



BROWN SIDING WITH LIGHT STONE TRIM AND LIGHT STONE METAL ROOF



CEDAR URETHANE SIDING WITH ALMOND TRIM AND LIGHT STONE METAL ROOF



SEMINOLE CEDAR TREATED SIDING WITH CHARCOAL TRIM AND LIGHT STONE METAL ROOF



RUSTIC RED SIDING WITH WHITE TRIM AND RUSTIC RED METAL ROOF



8' WIDE W/ SINGLE DOOR - HONEY GOLD TREATED SIDING WITH HUNTER GREEN METAL ROOF

# DERKSEN PORTABLE BUILDINGS PRICE SHEET



## URETHANE & PAINTED

### LOFTED BARN

W x L	Price	36 MO	48 MO	60 MO
8 x 12	\$3,595	\$166.44	\$149.79	\$133.15
8 x 16	\$4,790	\$221.76	\$199.58	\$177.41
10 x 12	\$4,535	\$209.95	\$188.96	\$167.96
10 x 16	\$4,995	\$231.25	\$208.13	\$185.00
10 x 20	\$6,425	\$297.45	\$267.71	\$237.96
12 x 16	\$6,200	\$287.04	\$258.33	\$229.63
12 x 20	\$7,565	\$350.23	\$315.21	\$280.19
12 x 24	\$8,865	\$410.42	\$369.38	\$328.33
12 x 28	\$9,380	\$434.26	\$390.83	\$347.41
12 x 32	\$10,845	\$502.08	\$451.88	\$401.67
12 x 40	\$13,425	\$621.53	\$559.38	\$497.22
14 x 20	\$8,480	\$392.59	\$353.33	\$314.07
14 x 24	\$9,990	\$462.50	\$416.25	\$370.00
14 x 28	\$11,500	\$532.41	\$479.17	\$425.93
14 x 32	\$13,005	\$602.08	\$541.88	\$481.67
14 x 40	\$16,030	\$742.13	\$667.92	\$593.70
14 x 50	\$20,050	\$928.24	\$835.42	\$742.59
16 x 24	\$11,285	\$522.45	\$470.21	\$417.96
16 x 28	\$13,005	\$602.08	\$541.88	\$481.67
16 x 32	\$14,740	\$682.41	\$614.17	\$545.93
16 x 40	\$18,180	\$841.67	\$757.50	\$673.33
16 x 50	\$22,725	\$1,052.08	\$946.88	\$841.67

### SIDE LOFTED BARN

W x L	Price	36 MO	48 MO	60 MO
8 x 12	\$3,795	\$175.69	\$158.13	\$140.56
8 x 16	\$4,990	\$231.02	\$207.92	\$184.81
10 x 12	\$4,735	\$219.21	\$197.29	\$175.37
10 x 16	\$5,195	\$240.51	\$216.46	\$192.41
10 x 20	\$6,625	\$306.71	\$276.04	\$245.37
12 x 16	\$6,400	\$296.30	\$266.67	\$237.04
12 x 20	\$7,765	\$359.49	\$323.54	\$287.59
12 x 24	\$9,065	\$419.68	\$377.71	\$335.74
12 x 28	\$9,580	\$443.52	\$399.17	\$354.81
12 x 32	\$11,045	\$511.34	\$460.21	\$409.07
12 x 40	\$13,625	\$630.79	\$567.71	\$504.63
14 x 20	\$8,680	\$401.85	\$361.67	\$321.48
14 x 24	\$10,190	\$471.76	\$424.58	\$377.41
14 x 28	\$11,700	\$541.67	\$487.50	\$433.33
14 x 40	\$16,230	\$751.39	\$676.25	\$601.11
14 x 50	\$20,250	\$937.50	\$843.75	\$750.00
16 x 24	\$11,485	\$531.71	\$478.54	\$425.37
16 x 28	\$13,205	\$611.34	\$550.21	\$489.07
16 x 32	\$14,940	\$691.67	\$622.50	\$553.33
16 x 40	\$18,380	\$850.93	\$765.83	\$680.74
16 x 50	\$22,925	\$1,061.34	\$955.21	\$849.07

### UTILITY

W x L	Price	36 MO	48 MO	60 MO
8 x 12	\$3,240	\$150.00	\$135.00	\$120.00
8 x 16	\$4,240	\$196.30	\$176.67	\$157.04
10 x 12	\$4,095	\$189.58	\$170.63	\$151.67
10 x 16	\$4,665	\$215.97	\$194.38	\$172.78
10 x 20	\$5,760	\$266.67	\$240.00	\$213.33
12 x 16	\$5,745	\$265.97	\$239.38	\$212.78
12 x 20	\$6,745	\$312.27	\$281.04	\$249.81
12 x 24	\$7,680	\$355.56	\$320.00	\$284.44
12 x 28	\$8,820	\$408.33	\$367.50	\$326.67
12 x 32	\$10,075	\$466.44	\$419.79	\$373.15
12 x 40	\$12,590	\$582.87	\$524.58	\$466.30
14 x 20	\$7,765	\$359.49	\$323.54	\$287.59
14 x 24	\$9,100	\$421.30	\$379.17	\$337.04
14 x 28	\$10,440	\$483.33	\$435.00	\$386.67
14 x 32	\$11,790	\$545.83	\$491.25	\$436.67
14 x 40	\$14,460	\$669.44	\$602.50	\$535.56
14 x 50	\$18,070	\$836.57	\$752.92	\$669.26
16 x 24	\$10,250	\$474.54	\$427.08	\$379.63
16 x 28	\$11,790	\$545.83	\$491.25	\$436.67
16 x 32	\$13,320	\$616.67	\$555.00	\$493.33
16 x 40	\$16,380	\$758.33	\$682.50	\$606.67
16 x 50	\$20,460	\$947.22	\$852.50	\$757.78



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# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Appointment of City Council President

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We need to appoint a new City Council President, they will act as the Mayor in the absence of the Mayor and be an authorized signatory on the city bank accounts.

**Action Item** - Seeking a motion and a second to appoint a new City Council President

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Appointment of City Officials

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The following positions are up for reappointment

City Administrator/TIF Administrator – CJ Heaton  
City Clerk/Treasurer – Brandy Gahan  
Police Chief – Tim Hannan  
Utility Superintendent – Luke Woster  
Building Inspector – IBTS  
City Attorney – Maureen Freeman-Caddy  
City Engineer – Zach Schulz  
City Zoning Administrator – Jeff Ray

**Action Item** - Seeking a motion and a second to approve the appointments as noted.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Appointment of Standing Committees

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Each council member is assigned to a few departments to act as a liaison between that particular area and the council as a whole. Staff would like to utilize this a bit more going forward to work on council items as a small group before presenting an item for a full vote. The current committee assignments are below, if any of you would like to change this up we can do so in the motion to appoint.

Kyle Schimenti - Parks and Recreation  
Jon Chittenden - Building/Zoning  
Johanna Peterson - Personnel and Finance  
Matt Thompson - Utilities, Streets, Police, Ordinances/Legal

**Action Item** - Seeking a motion and a second to appoint the following standing committees.

Parks and Recreation -

Building/Zoning -

Personnel and Finance -

Utilities, Streets, Police, Ordinances/Legal -



# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Physical Posting Locations

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State law requires that all public notices, meeting times & agendas, resolutions & ordinances, and other public documents be posted at three locations in the community. In the past, we have used the following three locations.

Post Office  
City Hall  
First State Bank Yutan

**Action Item** - Seeking a motion and a second to approve the physical posting locations for the City of Yutan at the Yutan City Office, Yutan Post Office, and First State Bank Yutan as the method of the published notice of the time and place of each meeting.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Designate a financial institution

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Each year we need to designate the financial institution that we will use for banking. On a side note, Ed and Lisa have finished their annual audit, which took a bit longer with the switchover to Power Manager at the start of the last fiscal year. Ed also advised creating separate accounts at the bank for each fund so it is easier to track transactions, rather than one account with everything in it. Brandy has set these accounts up and will begin using them immediately.

**Action Item** - Seeking a motion and a second to designate First State Bank Yutan as the qualifying financial institution for the deposit of all funds of the city.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Ice Rink Memo

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Mayor Kelly, Luke, and I have been talking about doing an ice rink somewhere in town. Luke first approached me with the idea this summer, and now that it might get cold the conversation is picking up again. The idea would be to create about a 50 x 100 area with railroad ties, pipe, or boards, lined with a roofing membrane to keep water in. Luke would add water in increments to allow it to freeze and build up to several inches of good ice. We are seeking input on where to put the rink. Currently, our options are in the open area north of Itan, the parking lot at Itan, or down from the pickleball courts to the east. We are open to any suggestions from the council and if this is even worth the time and investment.

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** Burn Pile Discussion

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As you may be aware Luke burned the tree pile over the last few weeks. There was some negative feedback from residents on social media about the smell and smoke. Mayor Kelly and I were discussing alternative options to control the pile a bit better. There is some concern that the pile is being used by contractors or people from out of town causing the pile to build up faster. Staff would like any input on ideas on how to better manage the pile if any changes need to be made. Staff have locked the pile at times and made it by appointment only, which would work but require staff time, and would require additional time to be open on a weekend.

# Yutan Public Library Board Minutes

Monday, December 4, 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 November 29, 2023, by Librarian Dahlhauser or Director Van Ackeren

## 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. The front door was left unlocked in order for visitors to enter.

## 2. Roll Call

Trustees: Mary Kay Arp, Lynn Hapke, Mary Jo Robinson, and Elizabeth Bullington

Absent: Trustee Vicki Wolkins

Also, present were: Director Van Ackeren, Librarian Michelle Dahlauser and Librarian Barb Juedes

**3. Visitors** – Mayor Mike Kelly, City Administrator CJ Heaton, City Clerk Brandy Bolter

**4. Approval of Prior Meeting Minutes** (Minutes were available for inspection) and amendment to Claims being approved:

a. Motion to approve the November minutes and the amendment was made by Bullington, seconded by Arp. Yeas: Hapke, Arp, Robinson and Bullington. Motion carried 4-0

## 5. Financials and Claims for November 2023

a. Motion to approve the November Financials and Claims was made by Arp, seconded by Bullington. Yeas: Hapke, Arp, Robinson and Bullington. Motion carried 4-0

b. Clerk Bolter explained the financials for October 2023. Motion to approve was made by Bullington, seconded by Arp. Yeas: Hapke, Arp, Robinson and Bullington. Motion carried 4-0

c. All current receipts were inspected and signed by President Hapke.

## **6. Reports**

- a. Director's Report submitted verbally and in writing.

## **7. Old Business**

- a. Director Van Ackeren advised the board last month 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. Wages are all the same for each Librarian as of now: \$12.60 per hour. Robinson suggested the board review the wages in the summer of 2024 before the start of the fiscal year.
- b. Director Van Ackeren praised maintenance supervisor Woster for adhering a knob to the drop box. Bullington and Clerk Bolter suggested he re-do the drop box as they had a hard time getting it to open and close. Director Van Ackeren will email City Admin Heaton to ask Woster to get a different knob.
- c. \$65.00 was deposited into the library account for out of city membership library cards per Clerk Bolter

## **7. Action Items**

- a. Patron Privacy Policy was read aloud and reviewed by Director Van Ackeren. Motion made by Hapke, Seconded by Bullington. Yeas: Arp, Hapke, Robinson, Bullington. Motion carried: 4-0
- b. Library Card Policy change to the minor section was read aloud and reviewed by Director Van Ackeren. Motion made by Arp, Seconded by Hapke. Yeas: Arp, Hapke, Robinson, Bullington. Motion carried: 4-0

## **8. New Business**

- a. Librarian Dahlhauser asked the difference between advising someone that a patron has visited the library on a particular day vs a picture of a patron visiting the library and posting the picture on social media. Director Van Ackeren will discuss with Scott Childers, Executive Director of the Southeast Library System.
- b. Mayor Kelly asked if there was a waiver that a minor could sign indicating permission to their parent for receiving information on what the minor has checked out of the library. Director Van Ackeren will discuss with Scott Childers and offered to make copies of the Access to Library Resources and Services for Minors, Code of Ethics of the American Library Association, The Freedom to Read Statement and the Library Bill of Rights to give to the mayor.
- c. Director Van Ackeren gave each board member a copy of the Library Bylaws and suggested the board go through them and make changes as needed. This needs to be done at least every 5 years. Robinson suggested we discuss the Bylaws at the next meeting.
- d. Clerk Bolter gave Director Van Ackeren sample copies of Library Board Minutes. They were given to Secretary Robinson to review.

e. City Administrator Heaton and Mayor Kelley informed the board we cannot pay claims until they are approved by the Library Board then receipts given to the City Clerk for checks to be written, after the City Council meeting. Because of the timeliness of the board meetings, there may be items the library cannot get a discount with, however the library board may **request** to the City Clerk that a check be written if deemed necessary.

f. Director Van Ackeren apologized for using the library credit card. She mistakenly charged \$22.71 to the credit card but immediately wrote a personal check for it and gave the check to Clerk Bolter to deposit into the library account.

g. Emails were read verbally by Director Van Ackeren from City Clerk Bolter (Gahan) to the City Attorney and to Christa Porter of the NLC. Questions in the emails were answered by each. It was discussed and approved that Clerk Bolter attend the library board meetings to explain financials.

h. Policy was discussed concerning the Library Board approving Library Policies vs the Yutan City Council also approving Library Policies. According to Scott Childers of the NLC and State Statute 51-211, the City Council only needs to approve 'any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the library board', not any other Library Board Policies.

## **9. Adjournment**

a. Motion to Adjourn at 815pm by Arp, Seconded by Bullington. Yea: Arp, Hapke, Robinson, Bullington  
Motion carried 4-0

The next Library Board meeting will be Monday, January 8 at 630pm.

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

# Memorandum

**To:** Mayor and City Council  
**From:** CJ Heaton, City Administrator  
**Date:** 12/12/23  
**Re:** City Administrator Memo

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The audit is done, Ed and Lisa will be out in January to present the annual audit to the council.

The office will be closed at noon on the 22nd and all day on the 25th for the Christmas Holiday, as well as on January 1st for New Year.

Staff is continuing to prepare for the possible annexation of the industrial part of town.

All said it was a productive 2023, looking forward to having Robert on staff and seeing what 2024 holds.