

Agenda
Yutan City Council
Tuesday, October 8th, 2024
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 September 23rd, 2024, Special Meeting
 - b. Treasurer's Report
 - c. Claims

 - 2) **Open Discussion from the Public**
 - a. Those wishing to speak on agenda items or other items relating to city business, not on the agenda may speak at this time only. Speakers must sign in with the Clerk or Administrator prior to the commencement of the meeting. Each speaker will be limited to three minutes. No action will be taken on these discussion items at this time.

 - 3) **Action Items**
 - a. Dissolving of the Park Board
 - b. Pay Application #4 to HD Grading & Utilities in the amount of \$64,277.04
 - c. Appointment of a new Community Redevelopment Authority Board member
 - d. Acceptance of bids for concrete work
 - e. Acceptance of Ric Ortmeier contract for yearly audit

 - 4) **Discussion Items**
 - a. Community Planner-Hazard Mitigation
 - b. Entrance Sign Upgrade

 - 5) **Supervisor Reports**
 - a. Library Director
 - b. Utility Superintendent
 - c. Police Chief
 - d. Community Planner

e. City Administrator

6) Items for Next Meeting Agenda

Meeting Adjourned

NEXT MEETING DATES

Planning Commission - November 12th, 2024, 7:00 P.M.

City Council Meeting - November 19th, 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
Monday, September 23rd, 2024
7:30 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 23rd DAY OF SEPTEMBER 2024, AT 7:30 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 Thompson 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 7:30 p.m. by Mayor Thompson. Councilmembers Lawton, Schimenti, Chittenden, and Peterson were present. Mayor Thompson informed all the individuals present of the location of the Open Meetings Act and Code of Conduct.

1) Consent Agenda

- a. Approval of the September 17th, 2024 Minutes
 - i. A motion to approve the consent agenda was made by Chittenden and Seconded by Peterson. Upon roll call vote was as follows; YEAH:Lawton, Schimenti, Chittenden, Peterson, NO: None, Motion Carried.

2) Open Discussion from the Public

- a. Jay Hoellen- Spoke about the 24 acres of land that they are currently under contract with known as Mason Acres. Mason acres was previously replatted once and he wanted to bring it to the council about replatting it and having it as a single family residence. He just wants it to bring it to the council and make sure it is on their radar.

3) Ordinances and Public Hearings

- a. Ordinance 807-Adopting the Budget Statement to be termed the Annual Appropriation Bill to appropriate the budget for the 2024-2025 fiscal year.
 - i. Staff Reporting
 - ii. Public Hearing-Mayor Thompson opened the public hearing at 7:33 p.m.,
 - 1. Ric Ortmeier CPA brought to the council's attention that we dropped our property tax asking and thinks it is strange. Ortmeier also said that we do not have a lot in our cash reserve, only 51% and usually he prefers 100 to 150%. Ortmeier went over the evaluations and how high they were. Mayor Thompson said that is why we lowered our tax rate. Mayor Thompson closed the public hearing at 7:35 p.m.
 - iii. Ordinance 807-Amotion to pass Ordinance 807-Adopting the Budget Statement and to waive the three readings was by Chittenden and Seconded by Lawton. Upon roll call vote was as follows; YEAH: Schimenti, Chittenden, Peterson, Lawton, NO: None, Motion Carried.

- b. Ordinance 808- Setting of the Employee Salaries for the 2024-2025 Fiscal year.
 - i. Staff Reporting
 - ii. Public Hearing- Mayor Thompson opened the public hearing at 7:36 p.m.- Mayor Thompson closed the public hearing at 7:38 p.m.
 - iii. Ordinance 808-A motion to pass Ordinance 808 Setting of the Employee Salaries for the 2024-2025 Fiscal year, with the amendment of Community Planner to Section 9 and to waive the three readings was made by Schimenti and Seconded by Chittenden. Upon roll call vote was as follows; YEAH: Chittenden, Peterson, Lawton, Schimenti, NO: None, Motion Carried.

4) Resolutions

- a. Resolution 2024-8 setting the property tax request at \$305,020.00 for the fiscal year 2024-2025 and approving a 1% increase in total 2024-2025 funds subject to limitation.
 - i. A motion to pass Resolution 2024-8 the Setting of the Property Tax Request at \$305,020.00 for the fiscal year 2024-2025 and approving a 1% increase in total 2024-2025 funds subject to limitation was made by Schimenti and Seconded by Lawton. Upon roll call vote was as follows; YEAH: Peterson, Lawton, Schimenti, Chittenden, NO: None, Motion Carried.

5) Items for Next Meeting Agenda

- a. Mayor Thompson would like to have added to the next meeting agenda the dissolving of the Park Board and changing it to a committee for the next meeting.

:Meeting Adjourned- A motion to adjourn at 7:43 p.m. was made by Schimenti and Seconded by Chittenden. Upon roll call vote was as follows; YEAH: Lawton, Schimenti, Chittenden, Peterson NO: None, Motion Carried.

NEXT MEETING DATES

Planning Commission Meeting- October 1st, 2024, 7:00 P.M.

Regular Council meeting-October 8th, 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 that may require auxiliary aid or service should contact the city clerk in advance.

Matt Thompson, Mayor

Brandy Bolter, City Clerk/Treasurer

Vendor	Amount	Description	Account
ARCS-LLC	\$207.00	Repairs on City Admins. Computer, Google Workspace	10310
Bomgaars	\$63.06	Supplies	20260
Canon	\$334.62	Monthly Lease and return fees	10680, 10310
Cardmember Services	\$2,432.51	Monthly Credit Card Bill	Multiple
Column Software PBC	\$291.98	Newspaper Publishing	10330
Costa, Robert	\$8.00	Parking Fee for League Review	10280
Cubby's	\$517.89	Monthly Gas	80240, 20240, 90240, 11240
Culligan	\$120.50	Water and coolers	10260, 13260, 80260, 90260, 20260
Eakes	\$787.52	Document storage and Office supplies	10260, 10310
ECS	\$316.00	Microsoft workspace, server hosting, and antivirus	10310
Engel, Vicki	\$270.00	Office Cleaning	10260
Frontier Cooperative	\$350.00	Chemicals	
Grass Pad	\$68.46	Sod	14390
Heldt, Ashley	\$337.50	Pumpkins for Pumpkins in the Park	10650
Hometown Leasing	\$69.74	New copier lease	10680
JEO	\$8,172.50	Well options and cost preparation, 1st and poplar street	80630, 21050
Konecky	\$89.67	Oil Change on the 2023 GMN Sierra	20830, 80690, 90690
LARM	\$49,094.00	Insurance Renewal	10060, 14060, 90040, 20030, 80040, 11060, 13130
Lowe's	\$1,680.44	Supplies	14390, 80690, 20830
Martin Marietta	\$2,106.51	Rock	14320
Metropolitan Utilities District	\$48.00	Gas utilities for Shop	20820
Midwest Laboratories	\$199.57	Lagoood Discharge Testing	90640
Nebraska Department of Revenue	\$25.00	Waste Reduction and Recycling Fee	10090
Nebraska Department of Revenue	\$922.21	Nebraska Income Tax Withholding	80810
NE Public Health Environmental Lab	\$60.00	Water Testing	80640
Neennah Foundry	\$213.00	Grate	21050
NMC Cat	\$1,046.63	Repairs on Skid	20830, 80690, 90690
Odeys	\$1,080.85	Poly Fence Cap	14340
One Call Concepts, Inc.	\$15.58	Locating Fees	80270
PepperBall	\$2,240.00	PepperBall VKS Pro	11260
Pitney Bowes Global Financial Services	\$46.22	Postage machine lease	10680
Purchase Power	\$619.91	Stamps	80260, 90260
Ric Ortmeier CPA	\$6,000.00	Preparation of the Annual Budget	10160
Road Runner Transportation	\$370.75	Monthly Trash Fee	20810
The Diamonds Groundskeeper	\$3,260.00	Ballfield improvements	14340
The Lincoln National Life Insurance Company	\$334.36	Life Insurance for employees	10240
Thiele Geotech Inc	\$2,283.50	Testing for 1st and Poplar Street	21050
United States Treasury	\$31,325.70	2024 First quarter Taxes	1007F
U.S. Cellular	\$91.26	Cellphone Services	10080, 90080, 11080
Wilke Plumbing	\$155.00	Maintnance on shop hot water heater	80690
Total w/o Payroll	\$117,385.38		
Payroll	\$24,451.29		
Total w/Payroll	\$141,836.67		

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 10-3-24
Re: Dissolving of the Park Board

At the last City Council meeting Mayor Matt Thompson asked that the dissolving of the Yutan Park Board be added to the October 8th, 2024 City Council Board meeting.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 10-3-24
Re: Pay Application #4

Pay application #4 to HD Grading and Utilities in the amount of \$64,277.04

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:



JEO Consulting Group Inc.

Detailed Payment

181859.01 - 2019 Street Improvements Project Yutan, Nebraska

Description Project consist of Paving, Storm Sewer, Water and Flared End work.

Payment Number 4

Pay Period 09/14/2024 to 09/28/2024

Prime Contractor HD Utilities & Grading
7531 South 75th Avenue
La Vista, NE 68128

Payment Status Pending

Awarded Project Amount \$522,106.37

Authorized Amount \$522,106.37

Remarks Pay App #4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Group A - Poplar Street and 1St Street Improvements										
0010	1	LS	\$22,450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$22,450.00
Mobilization										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2	LS	\$7,350.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,350.00
Bonding and Insurance										
0030	3	LS	\$4,350.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,350.00
Temporary Traffic Control Measures										
0040	4	CY	\$8.000	385.000	85.000	300.000	385.000	385.000	\$680.00	\$3,080.00
Excavation, Established Quantity										
0050	5	SY	\$2.000	1,668.000	285.650	1,323.950	1,609.600	1,609.600	\$571.30	\$3,219.20
Subgrade Preparation										
0060	6	SY	\$8.000	1,107.000	0.000	2,084.000	2,084.000	2,084.000	\$0.00	\$16,672.00
Remove Pavement										
0070	7	SF	\$1.250	1,130.000	0.000	939.000	939.000	939.000	\$0.00	\$1,173.75
Remove Concrete Sidewalk										
0080	8	LF	\$10.000	84.000	0.000	84.000	84.000	84.000	\$0.00	\$840.00
Remove Curb and Gutter										
0090	9	LF	\$25.000	20.000	0.000	20.000	20.000	20.000	\$0.00	\$500.00
Remove Concrete Retaining Wall										
0100	10	SY	\$69.000	1,668.000	285.650	1,201.980	1,487.630	1,487.630	\$19,709.85	\$102,646.47
7" Concrete Pavement										
0110	11	SY	\$68.000	920.000	99.660	1,101.210	1,200.870	1,200.870	\$6,776.88	\$81,659.16
6" Concrete Driveway										
0120	12	SF	\$5.350	3,512.000	0.000	319.000	319.000	319.000	\$0.00	\$1,706.65
5" Concrete Sidewalk										

Detailed Payment:

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	13	LF	\$32.000	83.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Curb and Gutter (24" - 36" Wide)										
0140	14	SF	\$55.000	50.000	0.000	20.000	20.000	20.000	\$0.00	\$1,100.00
Detectable Warning Panels										
0150	15	TONS	\$75.000	69.000	0.000	45.000	45.000	45.000	\$0.00	\$3,375.00
Crushed Rock Surface Course										
0160	16	TONS	\$75.000	50.000	0.000	36.000	36.000	36.000	\$0.00	\$2,700.00
Stabilized Construction Entrance										
0170	17	SY	\$60.760	142.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
12" Aggregate Base Course w/Geogrid (Engineer Field Approval Required)										
0180	18	EA	\$265.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Sign and Post										
0190	19	LF	\$50.000	18.000	0.000	18.000	18.000	18.000	\$0.00	\$900.00
Remove PVC Storm Drain										
0200	20	LF	\$50.000	77.000	0.000	77.000	77.000	77.000	\$0.00	\$3,850.00
Remove CMP Storm Sewer Pipe										
0210	21	EA	\$250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$250.00
Remove 24" CMP Flared End Section										
0220	22	LF	\$132.220	49.000	0.000	46.000	46.000	46.000	\$0.00	\$6,082.12
18" Round Equivalent (RE) RCP, Class IV										
0230	23	LF	\$141.220	24.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
24" Round Equivalent (RE) RCP, Class IV										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	24	EA	\$2,838.950	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
18" Round Equivalent (RE) RCP, Flared End Section										
0250	25	EA	\$985.400	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Collare										
0260	26	EA	\$985.400	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,970.80
Concrete Elbow										
0270	27	EA	\$9,279.780	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,279.78
Storm Sewer Inlet - Type 1										
0280	28	EA	\$11,465.800	1.000	0.000	1.000	1.000	1.000	\$0.00	\$11,465.80
Storm Sewer Inlet - Type 2										
0290	29	EA	\$115.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rock Riprap, NDOR Type A										
0300	30	EA	\$450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$450.00
Adjust Valve Box to Grade										
0310	31	EA	\$450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$450.00
Adjust Curb Stop to Grade										
0320	32	LF	\$3.500	744.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" Yellow Permanent Pavement Marking Paint										
0330	33	LF	\$12.000	62.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
12" Blue Permanent Pavement Marking Paint										
0340	34	EA	\$295.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Handicapped Symbol, Type Paint										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0350	35	EA	\$165.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$165.00
Curb Inlet Protection										
0360	36	LF	\$3.250	45.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, High Porosity										
0370	37	SY	\$2.850	1,485.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding and Matting										
Section Totals:									\$27,738.03	\$287,685.73
Section: 2 - Group B - Tree Removal										
B010	1	LS	\$1,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,000.00
Mobilization										
B020	2	LS	\$110.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$110.00
Bonding and Insurance										
B030	3	LS	\$1,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,500.00
Temporary Traffic Control Measures										
B040	4	EA	\$895.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,790.00
Remove Tree										
Section Totals:									\$0.00	\$4,400.00
Section: 3 - Group C - Water Main Improvements										
C010	1	LS	\$5,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,000.00
Mobilization										
C020	2	LS	\$3,490.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,490.00
Bonding and Insurance										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
C030	3	EA	\$350.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$700.00
Remove and Dispose of Existing Fitting/Valve										
C040	4	LF	\$67.640	70.000	0.000	93.000	93.000	93.000	\$0.00	\$6,290.52
4" PVC Water Main, DR 18 (<100 LF)										
C050	5	LF	\$73.530	778.000	0.000	780.000	780.000	780.000	\$0.00	\$57,353.40
6" PVC Water Main, DR 18										
C060	6	EA	\$905.430	3.000	0.000	3.000	3.000	3.000	\$0.00	\$2,716.29
6" x 4" x 6" Tee, MJ										
C070	7	EA	\$929.990	1.000	0.000	2.000	2.000	2.000	\$0.00	\$1,859.98
6" x 6" x 6" Tee, MJ										
C080	8	EA	\$984.140	1.000	0.000	1.000	1.000	1.000	\$0.00	\$984.14
8" x 6" x 8" Tee, MJ										
C090	9	EA	\$507.470	3.000	0.000	3.000	3.000	3.000	\$0.00	\$1,522.41
4" 90* Bend, MJ										
C100	10	EA	\$581.770	4.000	0.000	4.000	4.000	4.000	\$0.00	\$2,327.08
6" 90* Bend, MJ										
C110	11	EA	\$1,741.040	2.000	0.000	2.000	2.000	2.000	\$0.00	\$3,482.08
4" Gate Valve and Box, MJ										
C120	12	EA	\$2,015.410	4.000	0.000	5.000	5.000	5.000	\$0.00	\$10,077.05
6" Gate Valve and Box, MJ										
C130	13	EA	\$9,492.280	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,492.28
6" nsert Valve										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
C140	14	EA	\$406.740	1.000	0.000	1.000	1.000	1.000	\$0.00	\$406.74
4" Plug, MJ										
C150	15	EA	\$475.360	1.000	1.000	0.000	1.000	1.000	\$475.36	\$475.36
8" Plug, MJ										
C160	16	EA	\$650.330	4.000	4.000	0.000	4.000	4.000	\$2,601.32	\$2,601.32
6" x 1" Saddle										
C170	17	EA	\$730.020	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,460.04
6" x 2" Saddle										
C180	18	EA	\$647.210	4.000	4.000	0.000	4.000	4.000	\$2,588.84	\$2,588.84
1" Corporation Stop										
C190	19	EA	\$923.810	2.000	2.000	0.000	2.000	2.000	\$1,847.62	\$1,847.62
2" Corporation Stop										
C200	20	EA	\$736.310	4.000	4.000	0.000	4.000	4.000	\$2,945.24	\$2,945.24
1" Curb Stop and Box										
C210	21	EA	\$1,129.640	2.000	2.000	0.000	2.000	2.000	\$2,259.28	\$2,259.28
2" Curb Stop and Box										
C220	22	LF	\$61.220	53.000	53.000	0.000	53.000	53.000	\$3,244.66	\$3,244.66
1" PE Water Service (SDR 7)										
C230	23	LF	\$82.600	10.000	10.000	0.000	10.000	10.000	\$826.00	\$826.00
2" PE Water Service (SDR 7)										
C240	24	EA	\$2,369.020	6.000	6.000	0.000	6.000	6.000	\$14,214.12	\$14,214.12
Connect to Existing Water Service										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
C250	25	EA	\$2,628.400	4.000	2.000	2.000	4.000	4.000	\$5,256.80	\$10,513.60
Connect to Existing Water Main										
C260	26	LS	\$500.000	1.000	1.000	0.000	1.000	1.000	\$500.00	\$500.00
Abandon Existing Water Main										
C270	27	LS	\$500.000	1.000	1.000	0.000	1.000	1.000	\$500.00	\$500.00
Abandon Existing Water Service										
C280	28	EA	\$150.000	1.000	1.000	0.000	1.000	1.000	\$150.00	\$150.00
Abandon Existing Gate Valve Box										
C290	29	LS	\$2,512.770	1.000	1.000	0.000	1.000	1.000	\$2,512.77	\$2,512.77
Sales Tax for Material & Equipment On Group C 7.5%										
Section Totals:									\$39,922.01	\$152,340.82
Section: 4 - Group D -Fire Hydrant and Sanitary Sewer Improvements										
D010	1	LS	\$2,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,000.00
Mobilization										
D020	2	LS	\$900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$900.00
Bonding and Insurance										
D030	3	EA	\$500.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,000.00
Remove Existing Manhole										
D040	4	VF	\$884.610	14.000	0.000	14.000	14.000	14.000	\$0.00	\$12,384.54
48" Dia. Concrete Manhole										
D050	5	LF	\$40.000	171.000	0.000	171.000	171.000	171.000	\$0.00	\$6,840.00
Remove Existing Sewer										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
D060	6	LF	\$56.590	171.000	0.000	171.000	171.000	171.000	\$0.00	\$9,676.89
8" PVC Sanitary Sewer Main, SDR 35										
D070	7	LF	\$50.760	10.000	0.000	10.000	10.000	10.000	\$0.00	\$507.60
4" PVC Sanitary Sewer Service, SDR 26										
D080	8	EA	\$342.160	1.000	0.000	1.000	1.000	1.000	\$0.00	\$342.16
8" x 4" Wye, PVC										
D090	9	EA	\$1,517.040	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,517.04
Connect Existing Sewer Service										
D100	10	EA	\$7,480.590	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,480.59
6" Fire Hydrant Assembly										
Section Totals:									\$0.00	\$42,648.82
Total Payments:									\$67,660.04	\$487,075.37

Summary

Current Approved Work:	\$67,660.04
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$3,383.00
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$64,277.04
Previous Payment:	\$156,768.02

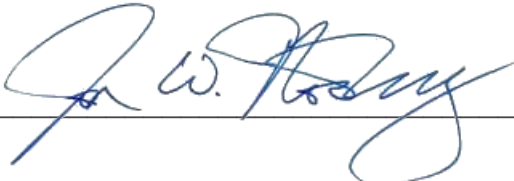
Approved Work To Date:	\$487,075.37
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$24,353.77
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$462,721.60
Previous Payments To Date:	\$398,444.56

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 work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor  _____ **Date** 10/1/2024

Engineer  _____ **Date** 10/1/2024

City of Yutan _____ **Date** _____

Memorandum

To: Mayor and City Council
From: Bob Oliva, City Administrator
Date: 10-3-24
Re: CRA Board Appointment

Nath Rath from the CRA board has let us know that Grady Shake has interest in joining the CRA board.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION: A motion is needed to accept Grady Shake to the Board of Adjustments.

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 10-3-24
Re: Concrete Bids

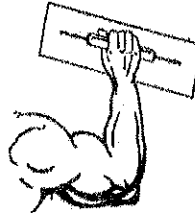
Administrator Oliva requested bids for the concrete panel work that needs to be done on Pine Crest Drive and Hawthorne Drive.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Vogt Concrete Construction Inc.
 428 S. Bryan Cir. Suite 100
 Gretna, NE 68028
 Phone: 402-861-0067
 Email: carrie.vogtconcrete@yahoo.com



PROPOSAL

Date	Proposal #
9/17/2024	1095

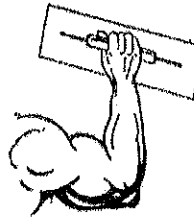
NAME / ADDRESS
City of Yutan C/O Bob Oliva Pine Crest Dr. & Hawthorne Dr. 531-910-7908 administrator@cityofyutan.com

Address
Pine Crest Dr. & Hawthorne Dr.

ITEM	DESCRIPTION	QTY	COST	TOTAL
Custom Home	<p>This bid is for removing and replacing designated street panels in the City of Yutan. We will remove panels and haul away. We will remove all unsuitable soils and replace with granular fill and compact all prior to pour. Concrete mix design will be L 6 1/2 AE (IPF) poured 8" thick with #5 steel rebar, recommended by Ready Mix for strength and durability of city streets. We will drill and pin every 2' to existing to help eliminate vertical displacement. We will also handle placement and removal of all traffic cones and barricades. All barricades will be left for 7 days of cure time for the strength and longevity of newly placed concrete. All concrete will be cured and sealed to help minimize early salt damage.</p> <p>The grand total of the bid will be determined by the amount of designated street panels.</p> <p>Price per Square Yard - \$135.00</p> <p>Price per Square Foot - \$15.00</p>			

TOTAL

Vogt Concrete Construction Inc.
 428 S. Bryan Cir. Suite 100
 Gretna, NE 68028
 Phone: 402-861-0067
 Email: carrie.vogtconcrete@yahoo.com



PROPOSAL

Date	Proposal #
9/17/2024	1095

NAME / ADDRESS
City of Yutan C/O Bob Oliva Pine Crest Dr. & Hawthorne Dr. 531-910-7908 administrator@cityofyutan.com

Address
Pine Crest Dr. & Hawthorne Dr.

ITEM	DESCRIPTION	QTY	COST	TOTAL
VC-Terms	All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to any specifications submitted or per normal standard practice. Any deviation or alteration from the above specifications that could involve extra costs will be executed and will be an extra charge over and above this total. Owner is responsible for carrying Fire, Tornado, and any other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance at all times.			
VC-Acceptance	This agreement, including all terms and conditions hereof, is expressly agreed to and hereby accepted. Payment terms are net 10 days, unless otherwise shown above. This proposal may be void if not accepted within 30 days. Please contact by e-mail to accept and put into schedule. Carrie Vogt, Office Administrator carrie.vogtconcrete@yahoo.com (402) 521-4222			

TOTAL *TBD*



Street Panel Repairs for City Of Yutan

#0002490

From: Cody's Custom Concrete

Amount:

Codys Custom Concrete LLC

\$123,750.00

4606 N. 131st St. Omaha NE 68164

Date of Issue:

10/3/2024

(402) 957-4832

Expiration Date:

11/3/2024

Bill To: Bob

Item	Rate (excl. tax)	Quantity	Tax	Total
<p>Street repair (price per square yard) This price includes all removal, disposal, materials, labor and traffic control required to replace 1 square yard (9sqft) of 8" thick concrete.</p> <p>All concrete is assumed to be 8" thick. Any concrete thicker than 12" will result in a \$1.00 per sqft up charge.</p> <p>All grade will be prepped and compacted with 3/4- crushed concrete.</p> <p>Rebar dowels and expansion joints will comply with specs provided by the city of Yutan with initial bid.</p> <p>This bid includes the use of thermal blankets (if necessary).</p> <p>Concrete mix used will comply with specs provided by the City of Yutan.</p>	\$123.75	1000		\$123,750.00
Subtotal				\$123,750.00
Total				\$123,750.00

Notes:

Please let me know if you have any questions!

Check out our Facebook page <https://www.facebook.com/share/iQo94q8k2wCRX6JP/?mibextid=eQY6cl> and our website www.codycustomconcrete.com to see what we are capable of!

Terms & Conditions:

Terms

CONCRETE TERMS

Final payment (excluding deposit) is due via cash, check, Visa or MasterCard upon completion of project.

Removal of concrete or concrete project or a lien will be applied to the property should payment not be made.

CONDITIONS

INSTALLATION: Customer agrees to comply with the following should there be no one to supervise installation:

Private Cable, private phone wires & sprinkler heads must be marked prior to installation. CCC LLC is not responsible for damage to these items upon removal of poured concrete. We will call 811 to have all public utilities marked as necessary.

DAMAGE & CARE: Newly installed concrete pour is susceptible to damage for the first 24 hours.

Your new concrete project is a cement product. Most cement products take approximately 28 days to fully cure. Sod laying, sprinkler work & landscape work can be started after 4 days; however extra precautions must be taken during the next couple of weeks not to damage your concrete. Items such as rakes, shovels & other garden tool need to be used with caution near the concrete during the curing period.

Keep children, pets, & objects away from the concrete for at least 24 hours.

It will be hard to the touch at this point, however 28 additional days are necessary for a full cure.

If there is rain in the in the near forecast, we will cover the fresh concrete with plastic. Make sure sprinkler systems do not turn on for at least 24 hours. Irrigation, backwash from pools, condensation lines, or rain can damage the concrete during the first 6 hours.

Some fertilizers and chemicals will stain the concrete as they would any other cement product. You should alert those doing the fertilizing to avoid spraying the product on the concrete. If you feel they might have sprayed the concrete, you should hose it down shortly after they have finished.

If concrete is damaged we will come back and make necessary repairs; however there is a \$550.00 minimum charge for this service call. Depending on size of repair.

CRACKING: CCC, LLC uses installation techniques to try to minimize these occurrences. Control joints are always utilized. Cracks that are less than 1/4" are considered repairable and will be repaired at no charge to the customer by CCC LLC. Cracks larger than 1/4" may require replacement. In the event that replacement is needed, CCC LLC is only responsible to replacing to the nearest successful control joint. We are not responsible, nor is it possible to match colors of existing concrete during

repairs.

WARRANTY: CCC, LLC offers a 1-year warranty against defects in workmanship. Acts of nature; such as sink holes, roots, trees falling on concrete etc will not be our responsibility.

Accepted on: _____

Accepted by: _____

Signature: _____

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 10-3-24
Re: Ric Ortmeier Contract

We have received the contract from Ric Ortmeier's office to become the city's new CPA

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

RIC ORTMEIER
CERTIFIED PUBLIC ACCOUNTANT

1835 E. Military Avenue · Suite 121 · Fremont, Nebraska 68025

Telephone & Fax (402) 721-4224

September 18, 2024

City of Yutan, NE
Yutan, Nebraska

I am pleased to confirm my understanding of the services I am to provide the **City of Yutan** for the year ended **September 30, 2024**.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the **City of Yutan** as of and for the year ended **September 30, 2024**. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), to supplement the **City of Yutan's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to the **City of Yutan's** RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Schedule of Receipts, Disbursements, and Fund Balance-Cash Basis-Budget and Actual

I have also been engaged to report on supplementary information other than RSI that accompanies the **City of Yutan's** financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and I will provide an opinion on it in relation to the financial statements as a whole [in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements]:

- 1) Schedule of Expenditures of Federal Awards (if applicable)

In connection with my audit of the basic financial statements, I will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, I conclude that an uncorrected material misstatement of the other information exists, I am required to describe it in my report.

1) Combining Schedule of Component Units (if applicable)

The objectives of my audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

I will conduct my audit in accordance with GAAS and will include tests of your accounting records and other procedures I consider necessary to enable me to express such opinions. As part of an audit in accordance with GAAS, I exercise professional judgment and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as an auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as an auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. I will also request written representations from your attorneys as part of the engagement.

I may, from time to time and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

My audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

I will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

I have identified the following significant risk(s) of material misstatement as part of our audit planning:

Significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, I have considered these as significant risks.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the **City of Yutan's** compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Responsibilities of Management for the Financial Statements

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance. Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations

of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

I will also prepare the financial statements of the **City of Yutan** in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services I provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of **Ric Ortmeier, CPA** and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Nebraska State Auditor's Office or its designee. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of **Ric Ortmeier, CPA** personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the Nebraska State Auditor's Office or its designee. The Nebraska State Auditor's Office or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Ric Ortmeier is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. I expect to begin our audit in December 2024, and to issue reports no later than March 31, 2025.

My fee for services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that I agree that my gross fee, including expenses, will not exceed **\$18,000** and does not include a Single Audit. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of

termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of **the City of Yutan's** financial statements. My report will be addressed to Mayor and Council Members of the **City of Yutan**. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or withdraw from this engagement.

I appreciate the opportunity to be of service to the **City of Yutan** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to me.

Very truly yours,


Ric Ortmeier, CPA

RESPONSE:

This letter correctly sets forth the understanding of the **City of Yutan**.

Management signature: _____

Title: _____

Date: _____

MEMORANDUM

FROM: Robert Costa, Community Planner
TO: City Council & Mayor of Yutan, Nebraska
DATE: October 3, 2024
SUBJECT: **Natural Resource District's Hazard Mitigation Planning Process**

The materials included in this packet were supplied to me directly by the facilitators of this process, which will result in a Hazard Mitigation Plan. I have been involved in their initial meetings and wish to bring some information to you early. Other than being involved in meetings and participating in information gathering, City Staff has no investment in the outcome of this process. Ultimately, the City Council will make a decision whether or not to adopt the resulting plan.

A survey has been established for residents and stakeholders to provide basic input on local hazards and community concerns: **use the QR code on the enclosed poster to find the survey** or use the following web address:

<https://forms.office.com/r/PKxUDR7vMF>
(I can provide you with a direct link by e-mail.)

Please consider taking just a few minutes to answer the survey and ask your friends and neighbors to do the same. If you own a business in the area and can hang the poster or know of places where the poster can be hung up, please feel free to do so.

Lower Platte North NRD Hazard Mitigation Plan Update 2025

The Lower Platte North NRD is leading the planning effort to update its Hazard Mitigation Plan. Residents across the NRD are encouraged to participate in the planning process.



Hazard Mitigation Plan

A Hazard Mitigation Plan is a community-driven, living document that assesses vulnerability to natural hazards and identifies mitigation strategies to reduce vulnerability.

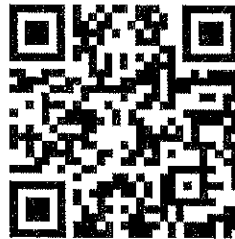
Why This is Important to Your Community:

Gains eligibility for FEMA mitigation grant programs.

Identifies strategies to reduce your community's risk to hazards and disasters.

Builds relationships within your community and region that foster resilience across a larger geographic area.

**YOU can make a difference today!
Provide feedback on this survey.**



In English



In Español



Ryan Chapman
Assistant Manager, Lower Platte North NRD
rchapman@lpnnrd.org | 402-443-4675



Becky Appleford
Project Manager, JEO Consulting Group
rappleford@jeo.com | 402-392-9915

Every five years, the City of Yutan participates in the Lower Platte North NRD Hazard Mitigation Plan. This plan examines regional and local vulnerabilities to a range of natural and manmade hazards such as flooding, severe thunderstorms, drought, chemical spills, and more. It further identifies strategies and projects to reduce hazard impacts on our community. The plan is required by FEMA to be updated every five years for participating communities to remain eligible for mitigation project funding.

To remain eligible for mitigation project funding, FEMA requires the following as part of the planning process:

1. Participate in the planning process by attending meetings.
2. Complete and return worksheets.
3. Identify mitigation actions.
4. Adopt the plan by resolution.

The benefits of participating in the hazard mitigation plan are:

1. Access to federal funding:
 - Eligible to submit grant applications to fund identified mitigation projects through programs like the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA).
 - Adoption of the HMP is a requirement for receiving FEMA hazard mitigation assistance.
2. Risk reduction:
 - Helps identify areas most vulnerable to hazards and prioritize actions to mitigate those risks, protecting lives, properties, and critical infrastructure.
 - May reduce the economic impact of disasters on the community by preventing damage.
3. Improved community resilience:
 - Encourages proactive planning and investment in infrastructure and policies that make the community better equipped to handle future disasters.
 - Enhances coordination between government agencies, first responders, and residents.
4. Community safety:
 - Provides a comprehensive approach to improve public safety and reduce disruption to the economy, infrastructure, and daily routines.

There are very few negatives to participating in the hazard mitigation plan. Since the Lower Platte North NRD sponsors the plan and was awarded BRIC funding to hire JEO Consulting Group to facilitate the planning process, there are zero out of pocket expenses for Yutan to participate. It does, however, require staff time to provide the information needed to update the plan. And there is an ongoing commitment to ensure the plan is maintained and updated every five years. But if the city opts to not participate and adopt the plan, then we will lose out on eligibility to apply for FEMA mitigation grant funding.

As outlined previously, the benefits greatly outweigh the few negatives. In fact, studies have shown that on average every dollar spent on mitigation measures saves \$6 in future disaster costs (National Institute of Building Sciences).

For additional information and to view the 2020 hazard mitigation plan, visit the project website at <https://www.jeo.com/lpnnrd-hmp> .

To date, there has been one public meeting which was held in June, and there will be one more public meeting likely to be held in early 2025. JEO anticipates that the updated plan will be available for public review and comment in Spring 2025. This is the time that the Council will be asked to adopt the plan by resolution. And is the final step in remaining eligible for FEMA mitigation grant funding.

Questions on the process and plan may be directed to Becky Appleford, JEO Project Manager, at 402-392-9915 or rappleford@jeo.com.

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 10-3-24
Re: Marquee Sign

I have been working with Obidiah from Love Signs on the issues with our Marquee. We had discovered that a mouse had gotten into the wireless connection and chewed through some of the wiring. We have also met with Rise Broadband to figure out why we are having such connectivity issues and discovered that we are starting to lose our line of sight to the tower and that the trees will need to be trimmed back. Obidiah and I have also been talking about the possibility of updating our sign due to the outdated version of our sign. He has supplied me with what it would cost to update the sign and he also mentioned that we could just do half of the sign since when you are traveling from the West you can not see the sign due to the trees.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:



PROPOSAL

242247-01

Date: 09/24/2024

Expires: 10/08/2024

Drawing Numbers:

Project: City of Yutan
112 Vine Street
POB 215
Yutan, NE 68073

Client: City of Yutan
112 Vine Street
POB 215
Yutan, NE 68073

Contact: Brandy Bolter 531-910-7851 bbolter@cityofyutan.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total:

A: Love Signs to manufacture and install the following:

1. Remove existing electronic message display & dispose of. Furnish and install new double face full color display.

4'-8" x 10'8" (19.8MM full color) **(\$53,699.53)**

4'-8" x 10'8" (15.85MM full color) **(\$57,966.20)**

Deposit Rate: 50%

Subtotal: \$0.00

Total: \$0.00

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Terms: All signs are custom built products and, at the option of the seller, require payment in advance with order. Installation price is due upon installation. Fifty percent is due upon acceptance and the balance due upon installation. 2% discount if paid in full upon acceptance. Contract prices are guaranteed for 14 days and may be subject to change after that time. An additional 3% transaction fee for credit card payments (2% Prepay discount does not apply if paying by credit or debit card).

Please remit payments to:

Love Signs, Inc.
P.O. Box 807
Norfolk, NE 68702

** Please reference invoice # on check **

Salesperson: Obadiah Harvey

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

Prairie Eye Clinic



THE OFFICIAL
EYE CARE
PARTNER

DAKTRONICS
GALAXY[®]
DISPLAYS

GALAXY





THE DAKTRONICS DIFFERENCE

Whether purchasing an LED display for the first time, or updating your current sign, choosing a manufacturer should not be taken lightly. Daktronics is an engineering company with experience designing signs for a wide range of applications since 1968. Over the years, we've developed a legacy of cutting-edge, dependable products. Daktronics is also among the few sign manufacturers that make their products in the USA using globally sourced parts.

LEADING-EDGE GALAXY DISPLAYS

Our Galaxy[®] displays feature high resolution and contrast working together to provide the best looking available graphics and animations. Take advantage of the industry-leading reliability, simple installation and unparalleled service you can expect from Daktronics. Control your LED sign anywhere, anytime with cloud-based Venus Central Suite software.

QUALITY PARTS, QUALITY IMAGE

Each part that goes into our Galaxy displays is designed to provide exceptional, eye-catching brightness. Our displays have the highest contrast in the industry - from day one through the life of the display.

MADE IN THE USA USING GLOBAL PARTS

Daktronics manufacturing processes start with the components and end with final assembly. We vet every supplier, test every component to its limits and beyond, and assemble our displays right here in the US.

Learn more about our process and see where we assemble our products. Scan the code below to watch the video.

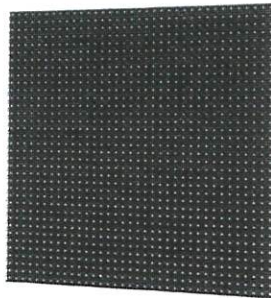
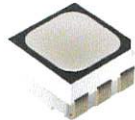
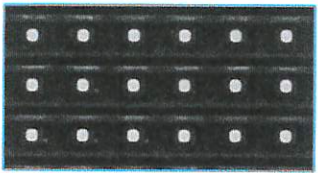


SCAN THE CODE
TO WATCH THE VIDEO!



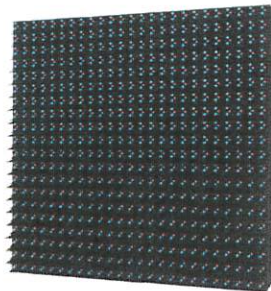
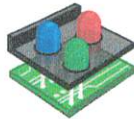
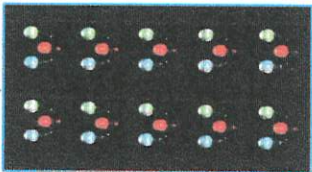
GT6x SERIES

- Available pixel pitches: 6mm, 8mm and 10mm
- SMD (surface mount device) allows outstanding color blending even at short viewing distances
- No color shift caused by LED shouldering means a wide viewing angle for your audience
- Graphics stand out even in direct sun, due to our high-contrast overlay



GS6 SERIES

- 15.85mm—more pixels for the greatest 16mm in the industry
- Available pixel pitches: 15.85mm and 19.8mm
- Full color, monochrome led, or monochrome amber
- Through-hole LEDs for longer viewing distance



THE RIGHT SIGN FOR YOU

When it comes to choosing the best digital sign for your location, it is important to look at it from your customer's point of view. Signs with larger pixel pitches are generally viewed from farther away, such as from the road. Signs with smaller pixel pitches can show imagery and detail closeup, like at eye level. Finding the right balance between the pixel pitch, the placement of your sign and the physical size of the display is key.

25FT VIEWING DISTANCE



6mm - 25ft



8mm - 25ft



10mm - 25ft



15.85mm - 25ft

OPTIMAL VIEWING DISTANCE



6mm - 25ft



8mm - 40ft



10mm - 60ft



15.85mm - 80ft

CHECK OUT A DEMO

Seeing is believing, which is why Daktronics provides on-site demonstrations. If you ever want to see a Galaxy sign at your site, contact us at [daktronics.com/live-demo](https://www.daktronics.com/live-demo) and we'll let you try it in person.

In the meantime, we invite you to look at our virtual demo right here: <https://bit.ly/3q3OF04>

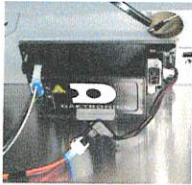
4

This is the one that is quoted

5

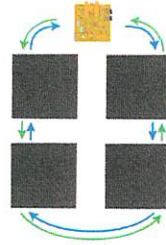
ENSURE **DISPLAY PERFORMANCE**

Galaxy displays feature completely sealed components, including the power supplies, modules, controller, power terminals, fan and all connections. Plus, fewer connection points and the Daktronics controller increase dependability and reduce downtime.



MODULE **REDUNDANCY**

Our modules have two signal paths, allowing signal redundancy. If one signal is compromised, all the modules in that data path will still continue to function properly due to the redundant path. This assures that your message maintains readability.



SLEEK DESIGN ENHANCES YOUR BRAND

We designed the Galaxy display's sleek cabinet to be aesthetically pleasing with narrow cabinet depth.



DEPENDABLE BY **DESIGN**

DESIGNED TO BE **EFFICIENT**

Our engineers created an energy-efficient display by combining the right brightness level with a high-contrast surface. Our LED displays are more efficient, demanding less energy to maintain the desired brightness. The covers and housing on the module face also maximize LED efficiency, even in the brightest conditions. This means the display is saving you money every month.

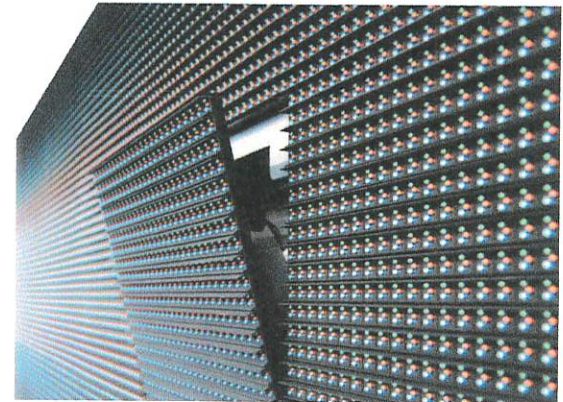
TESTED FOR **RELIABILITY**

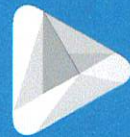
Our technicians test every Daktronics product to its limits in our state-of-the-art reliability lab. Testing throughout development ensures a dependable final product.



SIMPLE INSTALLATION

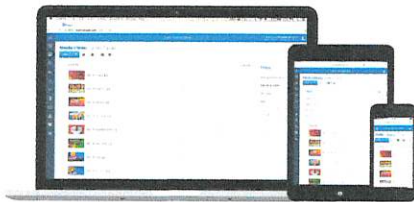
At Daktronics, we design Galaxy displays for simple installation. No matter how large or small the display, its features help make first-time installs successful. Because it's so simple, it's also less disruptive for traffic — and your business.





VENUS CONTROL SUITE

ACCESS ANYWHERE, ANYTIME, FROM ANY DEVICE



FEATURE-RICH CONTROL SOFTWARE

Our Galaxy displays pair with our control solution – Venus® Control Suite. This software combines functionality with a great user experience, making it handy and easy to use.

EASY ACCESS FROM ANY DEVICE

Venus Control Suite is a secure, cloud-based software that you don't need to download. Users can access it from any device with an Internet connection—smartphones, tablets, laptops, desktops. We designed this software to give you an outstanding mobile experience.

FLEXIBLE EXPERIENCE FITS ANYONE

Venus Control Suite is intuitive and flexible to meet the needs of any level user. From basic to advanced, this system works for everyone.

SIMPLE CONTROL FOR EVERY DIGITAL SIGN

Venus Control Suite lets you control and schedule content on all LED and LCD digital signs. From outside to the point of purchase, the right signs can take customers through an exceptional buying journey, and this software makes it easy for you to control all your messaging.

CREATE AND SCHEDULE CONTENT BEFORE DISPLAY INSTALLATION

As soon as you have an account, you can access the software and start creating content – even before your display installation! Drag and drop files directly into the MEDIA LIBRARY in one simple step.

Keep track of your content by using your own tagging descriptions. Streamlined PLAYLIST creation helps you quickly schedule your campaigns.

Check on your display any time. At a glance, the dashboard screen assures you the display is connected to the network. It shows thumbnail images of the content currently running on the display, too.

Updates are instantaneous, ensuring you always have access to the latest tools in the newest version – another way this cloud-based software makes your life easier.

VENUS CONTROL SUITE SOFTWARE HELPS YOU MAXIMIZE YOUR GALAXY DISPLAY WITH FEATURES LIKE THESE:



Multiple accounts management



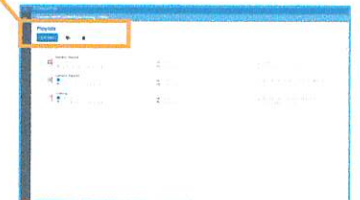
Proactive pay reports

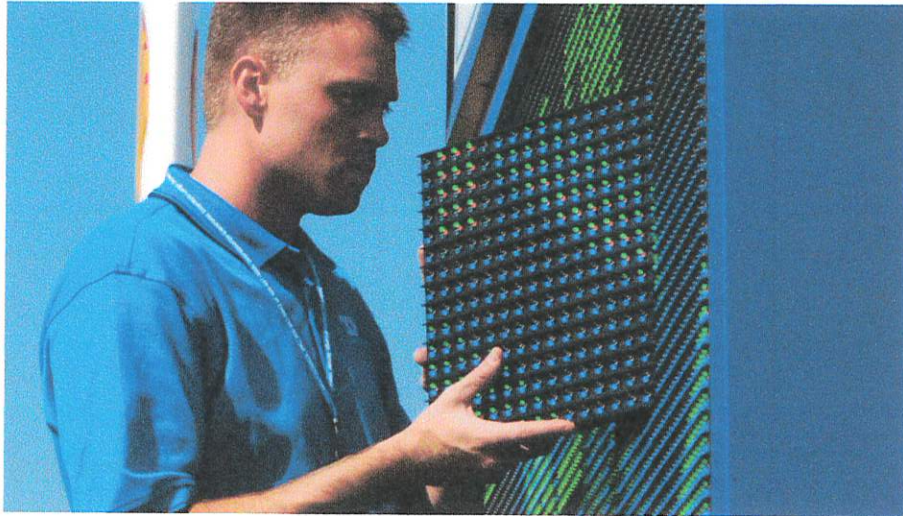


Data feeds



IPAWS alerts





SERVICE THAT GOES ABOVE & BEYOND

No other LED display manufacturer has a better warranty and the financial stability to stand behind it. Daktronics provides more resources, more channels to request service and more ways for customers to find the information they need.

INDUSTRY-LEADING CUSTOMER SERVICE

Daktronics offers the most comprehensive field service team in the display industry.



ONSITE SERVICE

Factory-trained local technicians across the country.



TECHNICAL SUPPORT

Live technicians available including nights and weekends.



REMOTE ASSISTANCE

Troubleshoot software problems remotely for a quick resolution.



MYSUPPORT

Customer portal gives you personal access to your account.



ONLINE RESOURCES

Common questions and answers posted online.



PRODUCT TUTORIALS

Online tutorials teach enhanced and special functions.



TRAINING

Comprehensive training for display operation available.



PROTECTION PLANS

Service plan covering parts and labor cost.



During a service call, you can share video of what's happening on your sign.

MEMORANDUM

FROM: Robert Costa, Community Planner
TO: City Council & Mayor, City of Yutan
DATE: October 3, 2024
SUBJECT: **Community Planner's October 2024 Report**

As we look toward 2025, I will be working with the Planning Commission on identified revisions/updates to priority ordinances. The following ordinance documents are currently anticipated for review:

- Zoning Ordinance
 - Floodplain Management (can be part of the zoning ordinance or can be a stand-alone regulation/ordinance)
- Planning Commission by-laws (prescribed by ordinance)
- 2021 commercial, industrial, and multi-family residential building code update
- Subdivision Regulations
- Fee Schedule (for building permits and planning/zoning)

The order in which we pursue these changes can be organized based on the priorities that you provide to me. Additional ordinances or policy documents can be added to this list.

The Planning Commission has requested that I draft a revision of the zoning ordinance and submit it to them by December to provide initial feedback. Once the document is finalized, we will proceed to public review, which will involve a formal public hearing for the Planning Commission's recommendation and then your readings of the proposed document.

In addition to revision of the ordinances, we continue to refine and simplify the development review and inspection process in order to provide reasonable expectations.

Thank you, as always, for the opportunity to serve the people of Yutan.

Memorandum

To: Mayor and City Council
From: Bob Oliva, City Administrator
Date: 10-3-2024
Re: August 2024 Council Report

The 1st St. and Poplar St. project is almost complete. All the utilities, and the street pavement is completed. The sidewalks, entrance to Thompson's apartments, striping, and seeding is all that remains. It should be complete by October 31, 2024, which is the contract completion date.

OMNI Engineering is planning on starting the asphalt paving projects the last week of October. We have a signed contract from them, and all is progressing as planned on this project. The State of Nebraska will be splitting the cost of the 92 Hwy and 2nd Street portion of the project 50/50. That portion of the project is \$56,626.00. The state will be picking up \$28,313.00 of the cost.

Concrete slab replacement will start as soon as we get council approval on the project. The project will be completed before Thanksgiving.

The new tractor should be arriving within the next week. The turf tires we ordered are the only thing that we are waiting on before taking delivery.

I will be taking vacation from October 11th to through the 16th.