

Agenda  
Yutan City Council  
Tuesday, April 21st, 2026  
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 March 17th, 2026, Council 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) **Presentations from Guests**
    - a. Reese Bullington-Eagle Scout Project: Yutan Heritage Project
  
  - 4) **Resolutions**
    - a. 2026-6 Verizon Contract
    - b. 2026-7 Hazard Mitigation Plan
    - c. 2026-8 Update to City Contributions for Employee Insurance Premiums and Cash-In-Lieu benefits
    - d. 2026-9 Renewal of Health and Dental Insurance Services through League Insurance Government Health Plan (LIGHT) for the 2026-2027 Plan Year.
    - e. 2026-10 Resignation of Luke Woster and appointment of Cody Cardin as Utility Superintendent.
  
  - 5) **Action Items**
    - a. Blue Valley Public Safety Maintenance Agreement
    - b. Renew Keno Application
    - c. Interlocal Agreement-Mosquito Control

- d. Laser Grading work on Hayes Ballfields with Mack Bros Construction
- e. Building Lease for Police Department-401 Second Street
- f. Acceptance of Darin Egr Resignation from CRA
- g. Acceptance of Lynn Hapke Resignation from the Library Board
- h. Acceptance of Library Director Laurie Van Ackeren Resignation
- i. Acceptance of Christina Jefferies and Barb Juedes Resignations from the Library

**6) Discussion Items**

- a. Ordinance for Electric Scooters and Electric Bikes
- b. Spending Authority
- c. City Sales Tax

**7) Supervisor Reports**

- a. Library Director
- b. Maintenance Department
- c. Police Chief
- d. Community Planner
- e. City Clerk
- f. City Administrator-Annual TIF Report

**8) Items for Next Meeting Agenda**

**Meeting Adjourned**

**NEXT MEETING DATE –Planning Commission-May 13, 2025, 7:00 P.M.  
Council Meeting-May 20, 2025, 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.

Yutan City Council  
Tuesday, March 17th, 2026  
7:00 p.m. Yutan City Hall

EXTRACT FROM MINUTES OF A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN, IN THE COUNTY OF SAUNDERS, STATE OF NEBRASKA HELD AT THE CITY OFFICE IN SAID CITY ON THE 17TH DAY OF MARCH 2026, 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 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 7:00 p.m. by Mayor Thompson. Councilmembers Lawton, Schimenti, Mach, and Smith were present. Mayor Thompson 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 February 17th, 2026, Regular Meeting
- b. Treasurer's Report
- c. Claims-ARCS-LLC \$9,161.86, **Backlund Plumbing** \$1,500.00, **Benefit Plans Inc.** \$176.25, **Blue Cross Blue Shield** \$2,585.05, **Bomgaars** \$30.29, **Capital Business Systems, Inc.** \$184.02, **Cardmember Services** \$1,438.43, **Column Software PBC** \$278.95, **Cubby's** \$460.78, **Culligan** \$48.75, **DataShield** \$61.67, **DropIn Portables** \$107.00, **Eakes** \$1,041.79, **EFTPS-Federal Payroll Taxes** \$10,912.54, **Guardian** \$42.50, **Hometown Leasing** \$69.74, **JEO Consulting Group** \$107.00, **Konecky Oil Inc.** \$96.21, **Lowe's** \$193.47, **Menards** \$253.44, **MUD** \$480.06, **NE Dept. of Revenue** \$934.59, **Nebraska Public Health Environmental Lab** \$165.00, **Nebraska State Patrol** \$453.50, **Nebraska Turf Products** \$555.25, **NMC, Inc.** \$1,638.78, **Odeys** \$1,104.00, **One Call Concepts, Inc.** \$11.87, **OPPD** \$6,033.16, **Pitney Bowes Purchase Power** \$453.56, **Ray's Quality Towing** \$160.00, **Road Runner Transportation LLC** \$415.00, **Titan Machinery** \$580.08, **T Rowe Price** \$462.50, **The Lincoln National Life Insurance Company** \$291.83, **Ty's Outdoor Power & Service** \$685.58, **US Cellular** \$106.38, **Verizon Business** \$40.01, **Total w/o Payroll** \$43,383.89, **Payroll** \$33,336.56, **Total w/Payroll** \$76,720.45
- d. A motion to approve the consent agenda was made by Schimenti and seconded by Lawton. Upon roll call vote was as follows: YEAH: Lawton, Schimenti, Mach, Smith  
NO: None, Motion Carried.

**2) Open Discussion from the Public**

- a. Amy Speckman wanted to address what she feels might be some unnecessary spending and also wanted to know what happened to the City's reserve funds.

- b. Linda Bradley addressed the discount for senior citizens being 65 and older and why it is not for the retirement age which starts at 62. Administrator Oliva stated that the reason for this is due to the average age in which an individual typically starts drawing medicaid and social security is at the age of 65.
- c. Kevin Bradford addressed some concerns that he has about individuals speeding on Vine Street and if it would be possible to increase the signage. Mayor Thompson stated that he would speak with Chief Luthy II about this.
- d. Lindsay Nelson acknowledged Speckman on the spending as well and agreed. He also wanted to address some concerns about the utility rate increase.

### 3) **Ordinances and Public Hearings**

- a. Ordinance 819-Utility Rates (Third Reading)
  - i. Staff Reporting-Administrator Oliva provided a report regarding the status of the City's State Revolving Fund (SRF) loans and necessary utility rate adjustments. He noted that several projects were identified for SRF funding under previous administrations. These obligations include two separate loans: one at a 0% interest rate and another at 0.5% interest, with repayment terms ranging from 20 to 30 years. Oliva explained that due to administrative turnover and the disruptions of the COVID-19 pandemic, a state-mandated rate increase intended to cover these loan payments was not implemented during previous transitions. Recent correspondence from the State highlighted that the City is required to adjust rates to cover debt service and fulfill a 10% reserve requirement, which has not been funded since the loans were initiated.

The current debt service includes:

- **Water Loan:** A 20-year note with an approximate annual payment of \$23,000.00, maturing in 2045.
- **Sewer Loan:** A 30-year note maturing in 2053.

To address these obligations, revenue projections were presented based on approximately 577 service connections. While the gross annual revenue is estimated at \$83,000.00, the 20% senior citizen discount utilized by a portion of the Yutan population will reduce total revenue by approximately \$16,000.00, resulting in a projected net revenue of \$68,000.00.

Additionally, Oliva clarified that the infrastructure charge on utility bills is being dedicated specifically to water tower maintenance. Historically, no sinking fund had been established for this purpose. The City has now entered into a formal maintenance agreement with Maguire Iron to manage the routine painting and upkeep of the tower. Oliva concluded that these financial adjustments are necessary to ensure the City remains a good steward of public funds and to establish a clear, sustainable framework for current and future administration.

- ii. Public Hearing-Mayor Thompson opened the public hearing at 7:18 pm.
  - 1. Kevin Bradford asked about putting reserves towards the water tower and if there will be a specific account that these funds will be tracked through, so that it does not accidentally get put towards anything else.
  - 2. Kathleen Slizoske asked about the water pressure at her house and stated

that she has never had very good pressure. Mayor Thompson asked if the pressure changed after they put the new line in. Mrs. Slizoske stated no it has always been bad. Water superintendent Woster stated that he would do a pressure test.

3. Councilmember Schimenti said that we are looking at possibly adding a city sales tax. If it passes one of the things it would be designated to would be these funds and the infrastructure. Schimenti said that unfortunately the past council missed an opportunity on this and now we are stuck with it. It is not what we want but it has to be done.
  4. Mayor Thompson closed the public hearing at 7:23 pm
- iii. Ordinance 819-Utility Rates
1. A motion to approve the third reading of Ordinance 819-Utility Rates was made by Schimenti and seconded by Smith. Upon roll call vote was as follows: YEAH: Schimenti, Mach, Smith, Lawton. NO: None, Motion carried.

**b. Ordinance 820-Floodplain Management Code Correction**

- i. Staff Reporting-
  1. Community Planner Costa stated that after we adopted the floodplain code in January that the state contacted him about some corrections that needed to be made to the Floodplain Management Code. These corrections are noted within the memo and that there are no major changes to the policy, just making sure that the code is functioning and that the state apologizes for the mistake.
- ii. Public Hearing
  1. Mayor Thompson opened the public hearing at 7:29 pm. No public comment was made. Mayor Thompson closed the public hearing at 7:30 pm.
- iii. Ordinance 820-Floodplain Management Code Correction
  1. A motion to approve first reading of Ordinance 820-Floodplain Management Code Correction and waive the next two readings was made by Lawton and seconded by Mach. Upon roll call vote was as follows; YEAH: Mach, Smith, Lawton, Schimenti. NO: None, Motion Carried.

**4) Resolutions**

**a. 2026-5 Blight Study**

- i. Staff Reporting-Jeff Ray went through the blight study and the area that was studied and the recommendation from JEO. Ray also went over the state statute over what qualifies an area to be blighted or substandard. Forty percent of the lots were found to be substandard, which means they are beyond what the normal homeowner can afford to upkeep. There was a lack of sidewalks, or dilapidating sidewalks, unusual plats that could not be developed. JEO's recommendation was to find this area blighted and substandard. Nothing happens to this area, it is just an economic development tool. This would supersede the current area, but the current area will still continue to receive its tax increment financing until they are paid off. Councilmember Schimenti asked about the study and if it was someone on the ground or if it was all through GIS.

- Ray stated that he did the study in person and that it was all done on the ground.
- ii. Public Hearing-Mayor Thompson opened the public hearing at 7:46 pm.
    1. Lindsay Nelson asked about the farm ground why it would be blighted. Ray stated that it is outside the corporate area, but it met the standards. Councilmember Schimenti stated that if the city were to grow towards the industrial area this would be a way to get connections to those developing areas. Nelson does not believe it benefits the city to blight this area. Mayor Thompson stated that the current farm ground not within the study is already within the limits of current water and sewer hookups.
    2. Amy Speckmand asked what the blight study was for. Administrator Oliva stated that the current blighted area is developed and nothing new could be done. This is just another avenue that the city can use for future progress.
    3. Kevin Bradford asked whether TIF funds could help a resident who is needing assistance with the upkeep of their home and it falls within the blighted area. Ray stated that there is a program through the state that is a Micro TIF program that can be used to help with residential houses that are wanting to redevelop this property. They would have to come into the CRA and take a pledge on the TIF.
    4. Lindsay Nelson asked if we are at capacity for the sewer and water services. Councilmember Schimenti stated that we just had a study done within the last two years and that we can provide the study for him. Mayor Thompson stated that when we had the last study done the lift station was not functioning up to standards and that is part of the reason the SRF loans were done to upgrade it.
    5. Kathleen Slizoske asked about the infrastructure for the old side of town and where it leaves them with this new development. Councilmember Schimenti stated that when the study was done the lines going down second street were in good shape and that the west side of town will need infrastructure upgrades eventually.
    6. Mayor Thompson closed the public hearing at 8:02 pm.
  - iii. Resolution 2026-5 Blight Study-
    1. A motion to approve Resolution 2026-5 Blight Study was made by Lawton and seconded by Smith. Upon roll call vote was as follows: YEAH: Smith, Lawton, Schimenti, Mach. NO: None, Motion Carried.

## 5) Action Items

- a. Approval of 24-25 Fiscal Year Audit
  - i. A motion to approve the 24-25 Fiscal Year Audit was made by Schimenti and seconded by Lawton. Upon roll call vote was as follows: YEAH: Lawton, Schimenti, Mach, Smith. NO: None, Motion Carried.

## 6) Discussion Items

- a. Ordinance for electric scooters and electric bikes
  - i. Mayor Thompson stated that it has been brought up several times about kids riding on electric scooters and bikes. He would like the council to look through

the proposed ordinance and give any thoughts or feedback that they may have. Mayor Thompson stated that it has been sent over to Police Chief Luthy II as well for review.

- 7) **Supervisor Reports**
- a. Library Director
  - b. Utility Superintendent
  - c. Police Chief
  - d. Community Planner
  - e. City Clerk
  - f. City Administrator

8) **Items for Next Meeting Agenda**

**Meeting Adjourned:** A motion to adjourn at 8:08 pm was made by Smith and seconded by Mach. Upon roll call vote was as follows: YEAH: Schimenti, Mach, Smith, Lawton. NO: None, Motion Carried.

**NEXT MEETING DATES**

**Planning Commission Meeting- April 14th, 2026, 7:00 PM**

**City Council Meeting-April 21st, 2026, 7:00 PM**

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Matt Thompson, Mayor

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Brandy Bolter, City Clerk/Treasurer

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**Banking**

Account #	Account Name	Balance
3377	General Checking	\$ 146,583.66
7727	General Money Market	\$ -
7948	Water Bill	\$ 70,565.11
7970	Sewer Account	\$ -
<b>Total Operating Funds(Liquid)</b>		<b>\$ 217,148.77</b>
6578	Bond Fund	\$ 57,307.43
7725	Reserve Account	\$ 5,402.39
7959	Keno Checking	\$ 176,054.39
<b>Total Reserve Funds (Liquid)</b>		<b>\$ 238,764.21</b>
9918	City of Yutan CD	\$ 200,000.00
*9922	City of Yutan CD	\$ 200,000.00
**9888	City of Yutan CD	\$ 200,000.00
<b>Total of CD Accounts</b>		<b>\$ 600,000.00</b>
<b>Total Liquid Funds</b>		<b>\$ 455,912.98</b>
<b>Total of all Funds</b>		<b>\$ 1,055,912.98</b>
5469	Community Redevelopment	\$328,745.07

<b>Total Funds In all Accounts</b>	<b>\$ 1,384,658.05</b>
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**NOTE**

- \* Used as colateral on 1st & Poplar Loan
- \*\* Used as colateral on Cedar Drive Loan

Date 4/16/26

Bonds & Loans					
Account #	Account Name	Origin Date	Balance	Yearly Obligation	Paid From
8179	Cedar Drive Asph. Overlay	7/15/2020	\$ -	\$ -	3377 Gen
8435	Cruiser Purchase & BLDG	3/20/2023	\$ -	\$ -	3377 Gen
8407	2023 GMC Sierra & Access	10/31/2022	\$ -	\$ -	3377 Gen
8053	Skid Loader & UTV	5/1/2019	\$ -	\$ -	3377 Gen
2012	G.O. Bonds	3/27/2012	\$ 46,215.00	\$ 46,215.00	6578 Bond
2014	2014 Water Bonds	3/18/2014	\$ -	\$ -	6578 Bond
8325	Street Improvements	12/21/2021	\$ 535,284.48	\$ 106,405.48	CRA
7609	Splash Pad TIF	7/20/2016	\$ 143,647.08	\$ 12,022.00	CRA
7345	Thompson	5/26/2015	\$ 43,101.37	\$ 9,237.60	CRA
C318035	CWSRF	12/21/2021	\$ 858,402.48	\$ 53,139.75	7948 Water
D311662	DW311662	7/9/2023	\$ 655,382.21	\$ 22,995.86	7948 Water
	Sudbeck 1 TIF (Frontier 5897)	2015	\$ 495,020.14	\$ 72,968.86	CRA
	Sudbeck 2 TIF (Frontier 5898)	2017	\$ 430,999.04	\$ 64,106.66	CRA
	Sudbeck 3 TIF (Frontier 5899)	2020	\$ 361,699.54	\$ 53,616.68	CRA
	Mason Creek Apts. II	2024	\$ 174,234.22	\$ 18,571.02	CRA
8579	1st & Poplar Street 2019	2024	\$ 262,324.93	\$ 100,021.46	Gen/CRA 50/50 split

	Balance	Yearly Obligation
Bond Obligation	\$ 46,215.00	\$ 46,215.00
Gen Fund Obligation	\$ 131,162.47	\$ 50,010.73
CRA Obligation	\$ 2,281,284.57	\$ 386,939.03
Water/Sewer Funds	\$ 1,513,784.69	\$ 76,135.61
Total Obligation	\$ 3,972,446.72	\$ 559,300.37

Vendor	Amount	Discription	Account
All Star Plumbing LLC	\$4,850.00	Curb stop repairs and hydrant repairs at water tower	80690
ARCS	\$452.00	Google workspace	10310
Blue Cross Blue Shield	\$2,585.05	Health insurance for employees	1007H
Bomgaars	\$606.85	Antifreeze, Floor Dry, Uniforms, supplies	20650, 21070, 80260, 20260
Brase Electrical	\$10,057.09	Removal and Adding in of Electrical at Hayes Ballfields	10830
Bromm, Lindahl, Freeman-Caddy & Lausterer	\$526.50	Attorney Fees	10200
Candlewood Suites-Kearney	\$318.16	Hotel stay for water conference	80280
Capital Business Systems, Inc.	\$368.04	Office Phones	11080, 10080, 90080, 10680
Cardmember Services	\$1,800.46	Credit card	Multiple
Colonial Research	\$3,796.95	Chemicals	14260
Column Software PBC	\$576.85	Local Publishing	10330
Concentra	\$104.00	New hire drug screening	13280
Cubby's	\$712.21	Monthly Gas Expense	11240, 20240, 80240, 90240
Culligan	\$129.25	Water and coolers	13260, 10260, 80260, 90260, 20260
Drop In Portables	\$781.10	Toilet Rentals	14260
Eakes	\$613.65	Doc. Mgt.	10680, 10260
EFTPS-Federal Payroll Taxes	\$17,543.89	941 Employers Federal Tax	Payroll Taxes
Elkhorn Ace Hardware	\$128.70	Sod Cutter Rental	14260
Frontier Cooperative	\$827.74	Unleaded Gasoline	20240, 80240, 90240
Guardian	\$42.50	Life and Disability insurance	10240
Hometown Leasing	\$69.74	Copier Lease	10680
Intoximeters	\$207.00	Gas test cylinder for PBT test	11260
JEO Consulting Group	\$3,000.00	2025 Street Superintendent	20920
Jorgensen Grading	\$4,750.00	Tree Cleanup	20840, 10830
Konecky Oil Inc.	\$39.30	Tire Disposal for Trailer	20830
Lowe's	\$206.92	Street Supplies and Equipment Repairs	20260, 20650
Menards	\$152.16	Office Supplies, Park supplies, Park Repairs, and Water Supplies	10260, 14340, 14260, 80260
MES Service Company LLC	\$128.00	Cheif Badge	11250
Metropolitan Utilities District	\$265.24	Shop gas utilities	20820
Midwest Laboratories Inc.	\$29.60	Water Testing	80640
NE Dept. of Revenue	\$5,366.38	Form 10 and Nebraska Income Tax Withholding form 941N	80810, Payroll Taxes
NE Dept. of Revenue Charitable Gaming	\$4,314.00	Form 51c Lottery Tax Return	10810
	\$115.00	Water Testing	80640
Nebraska Rural Water Association	\$445.00	NeRwa Annual Conference	80280, 90280
NMC Cat	\$1,103.83	Skid loader repairs	20830, 80690, 90690
Odeys	\$227.65	Base Plugs	14420
Oliva, Robert	\$180.20	Refund for overpayment on social security	10090
One Call Concepts, Inc.	\$16.40	Locate Fee	80270
One Source Background Check	\$44.00	Background Checks on new library employees	13280
OPPD	\$5,831.82	Electrical Bill	Multiple
Pitney Bowes Purchase Power	\$757.65	Postage	10260, 80260, 90260
Road Runner Transportation LLC	\$954.01	Monthly Garbage	20810
Sargent Drilling	\$1,322.00	Well and Pump Test	80750
Saunders County Register of Deeds	\$52.00	Registering of Blight Study with County	10290
Summit Fire Protection	\$901.00	Fire Extinguisher Inspection	10260, 20830, 80690, 90690, 13150
The Diamonds Groundskeep	\$1,272.00	Ballfield Product	14420
The Lincoln National Life Insurance Company	\$342.16	Life and Disability insurance	10240
Ty's Outdoor Power & Service	\$522.94	Drain valve, Oil, Air Filter, Air Filter Indicator	14260
US Cellular	\$106.83	Police Cellphone and Tablet for public works	10080, 10090, 11080
Van Ackeren, Laurie	\$104.93	Mileage Reimbursment for Wilber Directors Mtg.	13280
Verizon Business	\$40.01	Police Hotspot	11080
Total w/o Payroll	\$74,838.76		
Payroll	\$50,087.71		
Total w/ Payroll	\$124,926.47		



**CITY OF YUTAN**  
112 Vine Street, P.O. Box 215  
(402)625-2112  
www.yutannebraska.com

**REQUEST FOR FUTURE AGENDA ITEM**

If you have a specific topic you would like the Yutan City Council to discuss at a future meeting, please complete this form and return it to the city office for review.

DATE OF REQUEST: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DESCRIPTION OF AGENDA ITEM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have items to be included in the council packet? **YES** NO

Date of meeting at which you want your item discussed: \_\_\_\_\_

City Staff:	
Date received: _____	Received by: _____
Action: _____	_____
Follow up: _____	_____
_____ City Staff Signature	_____ Date



# Navigating the Eagle Scout Service Project

## Information for Project Beneficiaries

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### Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting’s contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

### The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: “... to help other people at all times.” Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to *plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community*. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

### Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the *impact or benefit* the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the *Scout* must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout’s parents or leaders.

### Project Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

### Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout’s proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the Scout’s proposal is merely an overview—not a comprehensive plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. The proposal must also have several approvals, besides yours, before project planning occurs and work begins. Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout’s 18th birthday.

## Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a “Project Plan” form in your *Scout’s Eagle Scout Service Project Workbook*, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements *before* work begins.

## Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization’s management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

## Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be preapproved by the BSA unless provided by your organization; by the Scout or the Scout’s parents or relatives; or by the Scout’s unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary’s behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout’s unit.

## Supervision

To meet the requirement to “give leadership to others,” your Scout must be given every opportunity to succeed independently without direct supervision. The Scout’s unit must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, *must* provide the leadership necessary for project completion without adult interference.

## Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, *cannot be held responsible for safety*. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

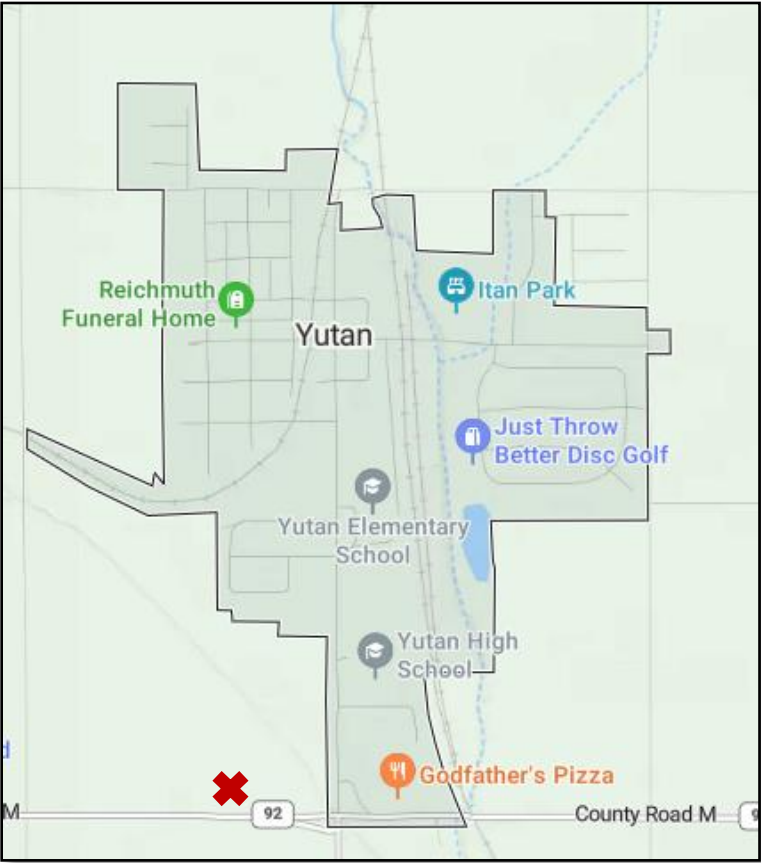
## Project Completion and Approval

After the project has been completed, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout’s qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout’s growth.



# Current Location and Condition of the Yutan Historical Marker



## Proposed Location for New Marker

### SOUTHEAST NEBRASKA HISTORICAL MARKER AUDIT

#### CURRENT TEXT: THE YUTAN OTO INDIAN VILLAGE (YUTAN)

“Spanish colonial correspondence from 1777 noting the presence of an Oto Indian village on the Platte likely refers to the Yutan site, named after the Chief Ietan. Yutan would have been the first Indian settlement seen by fur trappers and military expeditions traveling up the Platte Valley to the Rocky Mountains. In 1833 the village was the site of a treaty between the Oto, Pawnee, and Delaware, and in 1835 the Oto abandoned the site. Two decades later, the reservation period began for the tribe.”

3



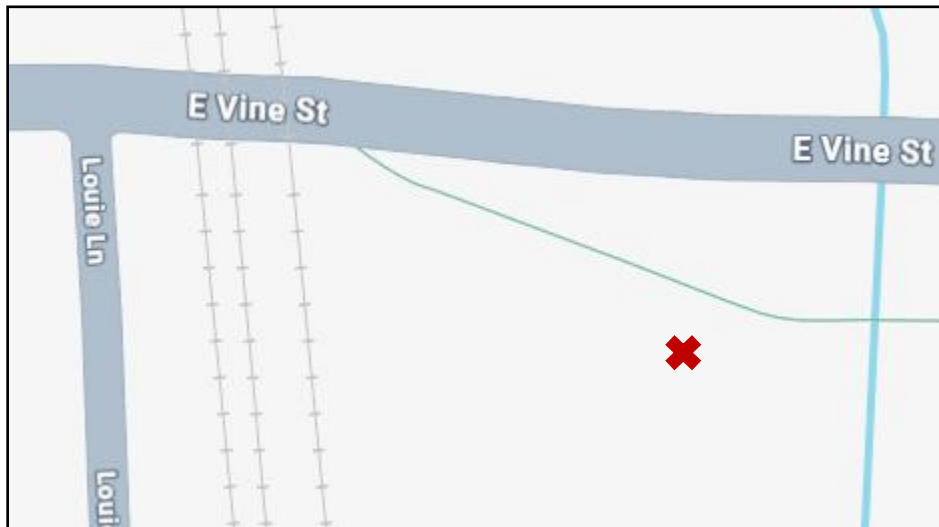
#### NEW DRAFT TEXT: *WĀNGEGIHI SŪ MÁNYI KÁTHI,* *CHÍNA IGÍGANYE NĀHĀ/CHIEF PRAIRIE WOLF AND THE* *VILLAGE THEY NAMED FOR HIM*

The Otoe people established a village on the Platte River near here in the early 1700s, and Spanish correspondence from 1777 noted the presence of this site. Their relatives the Missouri people joined them in the late 1790s. Eventually, they split into two villages on the site, which they occupied until 1837. The village came to be known as Ietan or Yutan, which were names Europeans knew Chief Sū Manyi Kathi by. It is likely he received the name Yutan after a battle with a tribal group known as the Ietan. He was “distinguished early in life as a daring, active, and successful warrior.” He rose to the highest leadership role in the tribe through his position in the Bear Clan.

This site was the first major Native settlement seen by Spanish, French, and American fur trappers and traders going up the Platte to hunt bison and trap beavers. The Otoe and Missouri positioned themselves as the gatekeepers to the Omaha, Ponca, Lakota, Mandan, Hidatsa, and Arikara tribes in the upper Missouri River valley. The Otoe and Missouri generally had favorable relationships with Europeans, except when the Otoe and Pawnee fought together against the Spanish Villasur Expedition in 1720.

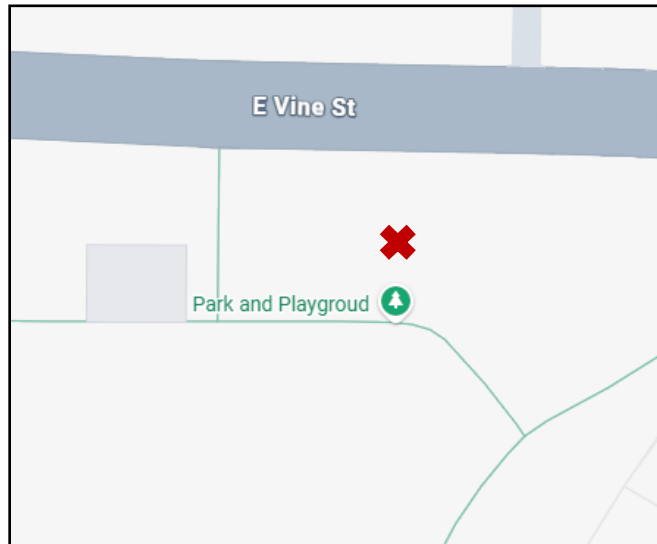
Goodson, C., & Jacobs, M. (2025). Southeast Nebraska historical marker audit. Center for Great Plains Studies, University of Nebraska–Lincoln. <https://plains.unl.edu/sites/unl.edu.cas.center-for-great-plains-studies/files/media/file/monument-audit-report-2025-WEB.pdf>

# Proposed Location for New Marker



\*Images are AI generated. Nebraska Historical Marker information may not be accurate.

# Proposed Location for New Marker



\*Images are AI generated. Nebraska Historical Marker information may not be accurate.

# Proposed Location for New Marker



\*Images are AI generated. Nebraska Historical Marker information may not be accurate.

## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** City Administrator's Office

**DATE:** April 16th, 2026

**RE:** Resolution 2026-06: Water Tower Lease Agreement (Verizon Wireless)

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### Executive Summary

Resolution 2026-06 authorizes a lease agreement between the **City of Yutan and Alltel Corporation d/b/a Verizon Wireless**. The agreement allows Verizon to utilize the City-owned property and water tower structure located at 403 5th Street for the installation and maintenance of communications equipment.

### Key Lease Terms

The proposed agreement includes the following financial and duration terms:

- **Initial Rent:** \$18,000.00 per year.
- **Rent Escalation:** A fixed annual increase of 1.5%.
- **Initial Term:** Five (5) years.
- **Extension Options:** Four (4) additional five-year options, allowing for a total potential term of 25 years.

### Staff Recommendation

Approval of this resolution is recommended as it provides a consistent revenue stream for the City. Furthermore, the agreement is structured to ensure the City maintains its ability to perform all necessary maintenance on the water tower structure during the lease period.

### Action Requested

Upon approval of Resolution 2026-06, the Mayor is authorized to execute the Agreement, and the City Clerk is authorized to attest to the signature. The resolution will take effect immediately upon its adoption this 21st day of April, 2026.

## Resolution No. 2026- 06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA, APPROVING A WATER TOWER LEASE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS FOR THE PROPERTY LOCATED AT 403 5TH STREET.**

**WHEREAS**, the City of Yutan ("Lessor") owns certain property and a water tower structure located at 403 5th Street, Yutan, Saunders County, Nebraska; and

**WHEREAS**, Alltel Corporation d/b/a Verizon Wireless ("Lessee") desires to lease space on said tower and a portion of the underlying land to install, operate, and maintain communications equipment; and

**WHEREAS**, the proposed Water Tower Lease Agreement establishes an initial annual rent of **\$18,000.00**, with a fixed annual increase of **1.5%**; and

**WHEREAS**, the agreement provides for an initial term of **five (5) years** with four (4) additional five-year extension options; and

**WHEREAS**, the City Council finds that entering into this agreement is in the best interest of the City and provides a consistent revenue stream while maintaining the City's ability to perform necessary maintenance on the tower structure.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA:**

1. **Approval:** The Water Tower Lease Agreement between the City of Yutan and Alltel Corporation d/b/a Verizon Wireless is hereby approved in substantially the form presented to the Council this 21st day of April, 2026.
2. **Execution:** The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City, and the City Clerk is authorized to attest to such signature.
3. **Effective Date:** This Resolution shall be in full force and effect immediately upon its adoption.

**PASSED AND APPROVED THIS 21st DAY OF APRIL, 2026.**

**ATTEST:** \_\_\_\_\_ (City Clerk)

**SIGNED:** \_\_\_\_\_ (Mayor)

This summary outlines the **Water Tower Lease Agreement** between the **City of Yutan ("LESSOR")** and **Alltel Corporation d/b/a Verizon Wireless ("LESSEE")** for the installation of communications equipment at **403 5th Street**.

### Key Financial Terms

- **Annual Rent:** The initial annual rent is **\$18,000.00**, paid in equal monthly installments.
- **Rent Escalation:** The annual rent will increase by **1.5%** on each anniversary of the Commencement Date.
- **Payment Timeline:** While rent accrues from the Commencement Date, the initial payment is not due until **90 days** after that date.
- **Utilities:** Verizon will install its own electrical meter and pay the utility company directly where permitted. If a sub-meter is required, the City will invoice Verizon annually for actual consumption without markup.

### Lease Term and Extensions

- **Initial Term:** 5 years, beginning when equipment installation starts.
- **Extensions:** The agreement automatically extends for **four additional 5-year terms** (totaling 25 years) unless Verizon provides a 3-month termination notice.

### Rights and Obligations

- **Premises:** Verizon is leased space on the water tower and a parcel of land for an equipment pad.
- **Access:** Verizon has **24/7 access** to the property for installation and maintenance.
- **Maintenance:** The City is responsible for maintaining the tower and property in good operating condition. Verizon must maintain its own equipment and ensure it does not cause rust or corrosion to the tower.
- **Relocation:** If the City needs to perform maintenance (e.g., painting), Verizon must temporarily relocate its equipment at its own cost, provided the City gives **6 months' notice**.

### City Protections

- **Indemnification:** Both parties agree to indemnify each other against third-party claims arising from their respective negligence or willful misconduct.
- **Insurance:** Both parties must maintain **\$2 million per occurrence** and **\$4 million aggregate** in commercial general liability insurance.
- **Interference:** Verizon is prohibited from causing measurable interference with the City's equipment or other tower tenants.
- **Right of First Refusal:** If the City receives an offer to buy or lease the tower/land from a competitor, Verizon has the right to match that offer.

## WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Yutan, Nebraska, with its principal offices located at 112 Vine Street, Yutan, Nebraska 68073 ("LESSOR"), and Alltel Corporation d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby leases LESSEE space in and/or upon that certain tower structure owned, leased or controlled by LESSOR ("Tower") together with a parcel of land sufficient for the installation of LESSEE's equipment pad or building (the "Land Space") to install, maintain, upgrade, replace and operate communications equipment ("Use") at the property located at 403 5<sup>th</sup> Street, Yutan, Saunders County, Nebraska (the "Property"), which is more particularly described in Exhibit "A" attached hereto and incorporated hereby. The portions of the Tower occupied by LESSEE are hereinafter referred to as the Tower Space, which shall consist of all of the area on the Tower between the top and bottom of the centerline of LESSEE's equipment on the Tower. (For example, if LESSEE's equipment occupies ten (10) feet of space on the Tower, with an equipment centerline of forty (40) feet, LESSEE would be entitled to occupy any space on the Tower between the elevations of thirty-five (35) and forty-five (45) feet above ground level.) The Tower Space and Land Space are collectively hereinafter referred to as the "Premises". Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, LESSOR agrees to grant LESSEE the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. The Premises (full drawings) are shown in detail on Exhibit "B" attached hereto and made a part hereof.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date"). The Commencement Date will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current 5-year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$18,000.00, to be paid in equal monthly installments on the first day of the

month, in advance, to LESSOR at 112 Vine Street, Yutan, Nebraska 68073, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with **Paragraph 21** below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) Each year during the Term, as of the annual anniversary of the Commencement Date, annual rent shall be increased by an amount equal to one and one-half percent (1.5%) of the annual rent payable for the immediately preceding lease year.

(c) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form; and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(d) LESSOR must register in the Verizon Landlord Connect portal at [Indlordconnect.verizon.com](http://Indlordconnect.verizon.com) ("VLC Portal") and shall utilize the VLC Portal to submit changes to LESSOR's account information (e.g. notice address, ownership information, banking details, email address), view rental payments, submit an invoice/bill (e.g. CAM, utilities) for payment, and to access this Agreement or certificates of insurance.

5. **ACCESS/UTILITIES.** LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment. Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, LESSOR agrees to grant LESSEE the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Tower and Land Space are (a) in good operating condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in **Paragraph 25**).

7. ELECTRICAL.

(a) If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

(b) If an electrical meter is not permitted, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

(c) In the event a sub-meter is installed, and the utility company will not permit LESSEE to pay the utility company directly, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without markup or profit.

(d) All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to LESSEE within 90 days following the conclusion of each calendar year (otherwise, LESSOR waives the right to collect applicable electrical charges). Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within 45 calendar days after receipt of the invoice from LESSOR.

(e) LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, conduits or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, at no additional cost, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any Exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase the Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted; provided, any increase to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is expanding the Premises area. In such event, any rent increase shall be proportionate to the additional area included in the Premises description.

9. GOVERNMENTAL APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities (collectively, the "Governmental Entities") as well as a

satisfactory structural analysis of the Tower or other structure that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Governmental Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

10. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Governmental Entity; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

11. MAINTENANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the Tower and the Property. LESSEE further agrees as follows:

(a) No materials may be used in the installation of antennas, transmission wires and cables, or appurtenances on the Tower that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances or damage to other lessee property on the Tower.

(b) All antennas, transmission wires and cables, and appurtenances installed on the Tower by LESSEE must be identified by a marking fastened securely to it bracket on the Tower and all transmission wires and cables are to be tagged at the conduit opening where it enters LESSEE's equipment space.

(c) Upon request of the LESSOR, LESSEE agrees, at LESSEE'S cost, to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair, painting, or similar work at the Property or on the Tower, provided:

(1) LESSOR gives LESSEE at least six (6) months' written notice prior to requiring LESSEE to relocate, or as much notice as is practicable under the circumstances in the event LESSOR is unable to provide at least six (6) months' notice; provided, however, in the event of emergency which forces removal of equipment from the Tower, LESSOR shall give LESSEE at least forty-eight (48) hours' telephonic notice to LESSEE'S Network Management Center (at (800) 264-6620).

(2) The Parties shall work together to find a suitable temporary location to allow LESSEE'S continued Use on the Property;

(3) LESSEE may place and operate temporary communications equipment (including a temporary facility) on the Property during any such relocation so that LESSEE'S Use is not interrupted or diminished during the relocation;

(4) Upon the completion of any maintenance, repair, painting or similar work by LESSOR, LESSEE is permitted to return to its original location on the Tower from the temporary location; and

(5) LESSOR and LESSEE shall each exercise commercially reasonable efforts to coordinate the temporary relocation with contractors and other lessees on the Tower.

12. **INDEMNIFICATION.** Subject to **Paragraph 13**, and to the extent permitted by law, each Party, and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against any and all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. **INSURANCE.** The Parties agree to maintain during the term of this Agreement the following insurance policies:

(a) Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury (including death) and property damage and \$4,000,000.00 general aggregate, insuring against liability for bodily injury (including death) or damage to property. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

(b) "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to **Paragraphs 12 and 25**, a violation of **Paragraph 30**, or a violation of Laws, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment or to other lessees or occupants on the tower, including, but not necessarily limited to interference with radio communication facilities. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE. In the event an interfering party's equipment or permitted activities cause such interference to such use or enjoyment, the party agrees to promptly cease operations as set forth below, until such interference is removed, at its sole expense.

(b) Without limiting any other rights or remedies, if interference by either party occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR (at ( ) ), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Within 90 days of expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's communications equipment (except footings or foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, LESSEE may remain on the Premises until the amendment or new lease has been executed, provided LESSEE shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed. If the LESSEE's communications equipment is not removed by LESSEE within the 90-day period referred to above, following at least 10 days' prior written notice to LESSEE, LESSOR may remove and store the LESSEE's communications equipment at LESSEE 's cost and expense.

17. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If

LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer no later than 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 30 days of receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement or other interest in the Premises.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property and/or the Tower, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

19. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

20. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with **Paragraph 15** and notices permitted via electronic mail in accordance with **Paragraph 2**, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that

it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that LESSEE may have designated to LESSOR by like notice, or that the LESSOR may have designated to LESSEE in the VLC Portal):

LESSOR: City of Yutan, Nebraska  
Attention: City Clerk  
112 Vine Street , PO BOX 215  
Yutan, Nebraska 68073

LESSEE: Alltel Corporation  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

With a copy to:

Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property and/or the Tower. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property and/or the Tower; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property and/or the Tower, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property and/or Tower, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and/or the Tower, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property

interest encumbering the Property and/or the Tower, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this **Paragraph 23** do not extend the period of time in which either Party has to cure interference pursuant to **Paragraph 15** of this Agreement.

24. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

25. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. To the extent permitted by law, LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment, except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's Property and Tower, and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location. LESSEE may also, at its option (but without an obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

27. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

28. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and the Tower in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property and the Tower, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

29. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such Tax from LESSEE. Except as provided in this **Paragraph 29**, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

30. NON-DISCLOSURE. LESSEE acknowledges that information submitted to the LESSOR may be open to public inspection under State law. LESSEE may identify proprietary business information, such as trade secrets (as defined under the Nebraska Trade Secrets Act) and proprietary business information, and security and critical infrastructure information submitted to the LESSOR as confidential. LESSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LESSOR. LESSOR shall treat any information so marked as confidential until the LESSOR receives any request for disclosure of such information. Within four (4) business days of receiving any such request, the LESSOR shall provide LESSEE with written notice of the request, including a copy of the request, at Verizon Wireless - West Territory, Attention: Real Estate Manager, 10801 Bush Lake Road, Bloomington, Minnesota 55438. LESSEE shall have four (4) business days within which to provide a written response to the LESSOR, before the LESSOR will disclose any of the requested confidential information. The LESSOR retains the final discretion to

determine whether it is required to release the requested confidential information in accordance with applicable laws.

31. SIMILAR TERMS AND CONDITIONS. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

**[Signature Page Follows]**

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

City of Yutan, Nebraska

By: \_\_\_\_\_

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

Title: MAYOR

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

**LESSEE:**

Alltel Corporation

d/b/a Verizon Wireless

By: \_\_\_\_\_

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

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

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

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

ALL THAT PARCEL OF LAND IN THE IN THE COUNTY OF SAUNDERS AND STATE OF NEBRASKA AS MORE FULLY DESCRIBED IN DEED BOOK 42 PAGE 247 AND BOOK 134 PAGE 522 AND PARCEL # 006967001, BEING KNOWN AND DESIGNATED AS:

DEED BOOK 42, PAGE 247:

LOTS NUMBERS ONE (1) AND (2) IN BLOCK NUMBER FOUR (4) WEIDENSALL SECOND ADDITION TO YUTAN, SAUNDERS COUNTY, NEBRASKA.

DEED BOOK 134, PAGE 522:

LOTS 19, 20, 21 AND 22, BLOCK 4, WEIDENSALL'S SECOND ADDITION, VILLAGE OF YUTAN, SAUNDERS COUNTY, NEB RASKA.

PARCEL NUMBER: 006967001

**EXHIBIT "B"**  
**PREMISES DESCRIPTION**

NE05 DT Yutan (MDG# 5000082464) – Water Tower Lease  
Updated 12.31.24

Exhibit "B"  
Page 1 of \_\_

# MEMORANDUM

FROM: Robert Costa, Community Planner  
TO: City Council & Mayor of Yutan, Nebraska  
DATE: April 15, 2026  
SUBJECT: **2025 Hazard Mitigation Plan Adoption (Res. 2026-7)**

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## INTRODUCTION

Through my involvement and the assistance of Mayor Thompson and City Administrator Oliva, the City of Yutan participated in the multi-jurisdictional update of the Hazard Mitigation Plan created and facilitated by our Natural Resource District (NRD) for the Lower Platte North region. An excerpt of the plan, containing our specific community profile and identified hazards is attached to this memo; the entirety of the Hazard Mitigation Plan in PDF form has been posted on our website under the headline “NRD Hazard Mitigation Plan.” Approval of the plan by our city council is required to be eligible for federal disaster assistance and mitigation grant funding. Yutan’s formal adoption of the attached Resolution 2026-7 would ensure the community’s continued eligibility for these resources.

## PURPOSE & BENEFITS

The primary goal is to reduce long-term risk to human life and property from all hazards. Key benefits of adoption include:

- Grant Eligibility: Qualifying for pre-disaster grants and post-disaster relief.
- Regional Resilience: Aligning with the larger region to identify common trends/patterns and protect from the identified hazards.
- Proactive Planning: Identifying specific vulnerabilities and strategies to minimize damage before disaster occurs.

## IDENTIFIED HAZARDS & MITIGATION STRATEGIES SUMMARY

- Flood Mitigation: Future municipal buildings located above the base flood elevation.
- Emergency Power: Prioritize the installation of backup generators for wells, the city office, and the utilities shop.
- Public Safety: Evaluate existing alert sirens and add a new siren to improve coverage.
- Infrastructure Hardening: Consider status as a “Tree City USA” to manage hazardous trees and reduce power outages during storms.

## ADOPTION PROCEDURE

Resolution 2026-7 (see next page) was developed from a template created by the project planners and modified/adapted by city staff for your consideration. Approving the resolution would adopt the hazard mitigation plan.

**RESOLUTION NUMBER 2026-7  
CITY OF YUTAN, NEBRASKA**

**A RESOLUTION ADOPTING THE 2025 HAZARD MITIGATION PLAN CREATED BY  
THE LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT FOR THE  
REGION.**

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes;

**WHEREAS**, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Lower Platte North Natural Resources District (NRD), with assistance from JEO Consulting Group, Inc.;

**WHEREAS**, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the counties and participating jurisdictions located within the planning boundary by identifying the hazards that affect the community of Yutan, Nebraska, and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards;

**WHEREAS**, the Federal Emergency Management Agency (FEMA) requires documentation that the plan has been formally adopted by the governing body of the City of Yutan in the form of a resolution and further requesting approval of the plan at the Federal Level; and

**NOW THEREFORE**, the City Council of the City of Yutan does herewith adopt the most recent and FEMA-approved version of the Lower Platte North NRD's 2025 Hazard Mitigation Plan in its entirety.

**PASSED AND APPROVED THIS 21ST DAY OF APRIL IN 2026.**

(seal)

\_\_\_\_\_  
Matt Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Bolter, Clerk

## **Community Profile**

# **City of Yutan**

## **Lower Platte North NRD Hazard Mitigation Plan 2025**

Community Fact Sheet

Community Summary Fact Sheet

**Yutan, NE**  
Lower Platte North NRD Hazard Mitigation Plan 2025

1,380

Total Population

40.4

Median Age

542

Total Households

2.55

Average Household Size

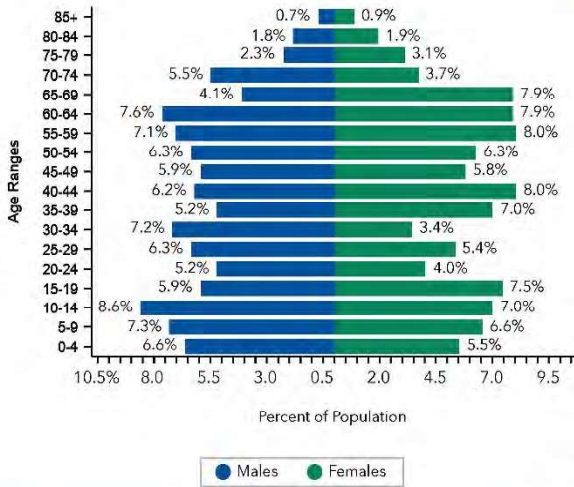
\$217,241

Median Home Value

\$74,467

Median Household Income

AGE PYRAMID



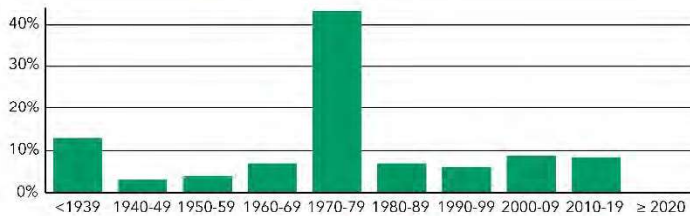
TOTAL POPULATION

2023 Total Population (Estimate)	1,380
2020 Total Population (U.S. Census)	1,347
2010 Total Population (U.S. Census)	1,153
2000 Total Population (U.S. Census)	1,143

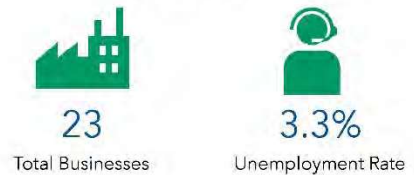
AT RISK POPULATIONS



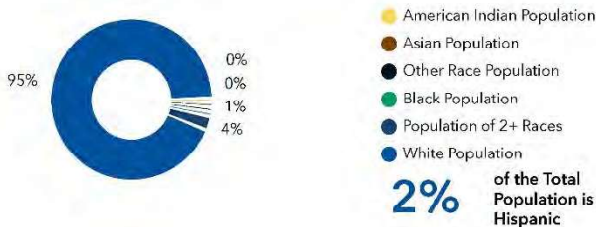
HOUSING: YEAR BUILT



EMPLOYMENT



POPULATION BY RACE



HOUSING



Source: Esri, U.S. Census, Esri-Data Axle, ACS, Esri forecasts for 2023, 2020, 2010, 2000, 2017-2021.

## Local Planning Team

### Yutan Local Planning Team

Name	Title	Jurisdiction	Round 1 Meeting	Round 2 Meeting
Matt Thompson	Mayor	City of Yutan	Materials Development	Materials Development
Bob Oliva	City Administrator	City of Yutan	Materials Development	-
Robert Costa	Community Planner	City of Yutan	Attended, Materials Development	Attended, Materials Development

### Plan Maintenance

Hazard Mitigation Plans are living documents and should be updated regularly to ensure effectiveness and reflect changes in hazard events, priorities, and mitigation actions. These updates are encouraged to occur after every major disaster event, alongside planning document updates, before the Hazard Mitigation Assistance Grants cycle begins, and/or prior to other funding opportunity cycles beginning.

The community planner and city administrator will be responsible for reviewing and updating the community profile outside of the five-year update. Yutan will review the plan bi-annually or more and the public will be notified at public meetings.

## Capability Assessment

The planning team assessed the City of Yutan’s hazard mitigation capabilities by reviewing planning and regulatory capabilities, administrative and technical capabilities, fiscal capabilities, and education and outreach capabilities.

### Yutan Capability Assessment

Capability/Planning Mechanism	Yes/No	
Planning & Regulatory Capability	Comprehensive Plan	Yes
	Capital Improvements Plan	Yes
	Economic Development Plan	No
	Emergency Operations Plan	Yes
	Floodplain Management Plan	Yes
	Storm Water Management Plan	No
	Zoning Ordinance	Yes
	Subdivision Regulation/Ordinance	Yes
	Floodplain Ordinance	Yes
	Building Codes	Yes
	Water System Emergency Response Plan	Yes
	Wellhead Protection Plan	Yes
	National Flood Insurance Program	Yes
	Community Rating System	No
	Community Wildfire Protection Plan	Yes (Regional)
Other (if any)	-	

Capability/Planning Mechanism		Yes/No
<b>Administrative &amp; Technical Capability</b>	Planning Commission	Yes
	Floodplain Administrator	Yes
	GIS Capabilities	Yes
	Chief Building Official	Yes
	Civil Engineering	Yes
	Grant Manager	Yes: City Administrator
	Mutual Aid Agreement	Yes: Fire Department
	Other (if any)	-
<b>Fiscal Capability</b>	1- & 6-Year Plan	Yes, Adopted 9/17/2024
	Applied for Grants in the Past	Yes
	Awarded a Grant in the Past	Yes
	Authority to Levy Taxes for Specific Purposes such as Mitigation Projects	Yes
	Gas/Electric/Water/Sewer Service Fees	Yes (Water, Sewer)
	Storm Water Service Fees	No
	Development Impact Fees	No
	General Obligation Revenue or Special Tax Bonds	Yes
Other (if any)	-	
<b>Education &amp; Outreach Capability</b>	Local Citizen Groups or Non-Profit Organizations Focused on Environmental Protection, Emergency Preparedness, Access and Functional Needs Populations, etc.	No
	Ongoing Public Education or Information Program (e.g., Responsible Water Use, Fire Safety, Household Preparedness, Environmental Education)	No
	Natural Disaster or Safety Related School Programs	Yes
	StormReady Certification	No
	Firewise Communities Certification	No
	Tree City USA	No
	Other (if any)	-

**Yutan Overall Capability**

Capability	Limited/Moderate/High
Financial Resources to Implement Mitigation Projects	Moderate
Staff/Expertise to Implement Projects	Moderate
Public Support to Implement Projects	Moderate
Time to Devote to Hazard Mitigation	Moderate
Ability to Expand and Improve the Identified Capabilities to Achieve Mitigation	Moderate

**National Flood Insurance Program (NFIP)**

Yutan is a member of the NFIP, having joined on 4/4/1983, and the village’s Floodplain Administrator oversees the commitments and requirements of the program. The floodplain administrator and city staff members use adopted FIRM data, FEMA Map Service Center, zoning map, and data provided by a surveyor to identify the Base Flood Elevation and determine if a development will be located in the floodplain. Floodplain permits are reviewed by staff for compliance with local floodplain management provisions; staff consult with NeDNR on specifics. If a development is code compliant and all other agency permits are issued, a permit is granted to the applicant. Enforcement and compliance of the floodplain regulations are done through allowed violation/penalty provisions, and cooperating with NeDNR, FEMA, and all other agencies involved. After a flood event, the community conducts in-person inspections of substantially damaged and improved structures and consult with appropriate agencies on next steps. The city’s floodplain regulations do not exceed the State of Nebraska requirements. Letters of Map Change are reviewed and approved by the Floodplain Administrator and filed into city records.

The local planning team has stated that Yutan will remain in good standing and be involved with the NFIP. Currently, the city has no barriers when running the program. There are no known areas in the community with limited NFIP coverage. The city educates property owners and other stakeholders about the importance of flood insurance through conversations with the floodplain administrator. Additional NFIP information is given in the table below.

**Yutan NFIP Information**

NFIP Overview	
Date of NFIP Participation:	4/4/1983
Floodplain Administrator:	Robert Costa
Is Floodplain Administrator a Certified Floodplain Manager?	No
Is Floodplain Management an Auxiliary Function?	No
Number of NFIP Policies In-Force:	2
Total NFIP Premium (\$):	\$2,862
Total NFIP Coverage (\$):	\$850,000
Number of Claims Paid Out:	0
Total Amount of Claims Paid Out (\$):	\$0
Number of Repetitive Loss Structures:	0
Number of Severe Repetitive Loss Structures:	0
Is the Community Currently Suspended from the NFIP?	No
Any Outstanding Compliance Issues?	No
FIRMs Digital or Paper?	Digital
Located in a RISK Map Area?	No

**Buildings and Valuation in the Floodplain**

The planning team acquired GIS parcel data from the County Assessor and Microsoft building footprint data to analyze the location, number, and value of buildings located in the 100-year and 500-year floodplains. A summary of the results of this analysis is provided in the following tables.

**Yutan Buildings and Value in the 100-Year Floodplain**

Number of Buildings	Total Building Value	Number of Buildings in Floodplain	Value of Buildings in Floodplain	Percentage of Buildings in Floodplain
574	\$82,828,049	12	\$237,511	2.1%

Source: County Assessor, 2024; Microsoft, 2024

**Yutan Buildings and Value in the 500-Year Floodplain**

Number of Buildings	Total Building Value	Number of Buildings in Floodplain	Value of Buildings in Floodplain	Percentage of Buildings in Floodplain
574	\$82,828,049	21	\$2,960,636	3.7%

Source: County Assessor, 2024; Microsoft, 2024

**Plans and Studies**

The City of Yutan has several planning documents that discuss or relate to hazard mitigation. Each plan is listed below along with a short description of how it is integrated with the hazard mitigation plan or how it contains hazard mitigation principles. When the city updates these planning mechanisms, the local planning team will review the hazard mitigation plan for opportunities to incorporate the goals and objectives, risk and vulnerability data, and mitigation actions into the update.

**Building Code (2017)**

The building code sets standards for constructed buildings and structures. Residential construction is under 2021 IRC standards. An amendment to the code was made to remove the requirement for fire sprinklers in one- and two-family homes. Yutan’s other nonresidential building codes are under the 2015 ICC standards. The hazard mitigation plan has not been integrated with the city’s building code.

**Capital Improvement Plan (2023)**

The capital improvement plan outlines projects the city would like to pursue and provides a planning schedule and financing options. Completed projects include installing water meters for residential structures and constructing a new fire hall. There is no plan or timeline to update the capital improvement plan. The hazard mitigation plan has not been integrated with Yutan’s capital improvement plan.

**Comprehensive Plan (2023)**

The comprehensive plan is designed to guide the future actions and growth of the city. The hazard mitigation plan has not been integrated with the comprehensive plan, but flooding is mentioned in the document. In the comprehensive plan, development is directed away from the floodplain and structures located in the floodplain are encouraged to be elevated. The city does not have a plan or timeline to update the comprehensive plan.

**Floodplain Ordinance (2016/2017)**

The city’s floodplain ordinance outlines requirements for structures and developments located in the 100-year floodplain. By having a floodplain ordinance, the city promotes public health, safety, and welfare by minimizing losses due to floods. It also helps to assure eligibility of purchasing flood insurance for property owners. Development is prohibited only within the floodway zone. The floodplain ordinance is scheduled to be updated in the summer or fall of 2025. The hazard mitigation plan has not been integrated into the floodplain ordinance.

**Saunders County Local Emergency Operations Plan (2021)**

The Saunders County Local Emergency Operations Plan (LEOP) establishes standardized policies, plans, guidelines, and procedures for emergency resources and governmental entities to respond and recover when a disaster event occurs. It contains information regarding direction and control, communications and warning, damage assessment, emergency public information, evacuation, fire services, health and human services, law enforcement, mass care, protective

shelters, and resource management. This plan is updated every five years. The hazard mitigation plan has been integrated with this plan and includes the top hazards that would affect the county and its populations. Flooding, dam failure, and mass shelter information from the LEOP was used to inform hazard prioritization and community lifelines.

### **Southeast Nebraska Community Wildfire Protection Plan (2020)**

The purpose of the Southeast Nebraska Community Wildfire Protection Plan CWPP is to help effectively manage wildfires and increase collaboration and communication among organizations who manage fire. The CWPP discusses county-specific historical wildfire occurrences and impacts, identifies areas most at risk from wildfires, discusses protection capabilities, and identifies wildfire mitigation strategies. Wildfire projects and concerns from the 2015 hazard mitigation plan were included in the CWPP and wildfire projects in the current hazard mitigation plan will be included during the next CWPP update. Projects identified in the CWPP were reviewed for inclusion in this community profile. This document is updated every five years.

### **Subdivision Regulations (2017)**

The city's subdivision regulations govern the division of land from one or more larger parcels into smaller lots. Future updates to the subdivision regulations will restrict subdivision of land within or adjacent to the floodplain. The subdivision regulations are scheduled to be reviewed for updates in 2025 or 2026. The hazard mitigation plan has not been integrated into the subdivision regulations.

### **Water System Emergency Response Plan (2019)**

A water system emergency response plan serves as a guideline for water operators and city council to minimize the disruption of normal services to consumers and to provide public health protection during an emergency event. The document identifies several natural and human-caused events and discusses the water system's response during those events. The hazard mitigation plan has not been integrated into the water system emergency response plan.

### **Wellhead Protection Ordinance (2023)**

The purpose of a wellhead protection ordinance is to protect the public drinking water supply wells from contamination. It includes identifying potential sources of groundwater contamination in the area and managing the potential contaminant sources. Yutan's wellhead protection ordinance can be found in its municipal code (Chapter 7, Article 2). The hazard mitigation plan has not been integrated into the wellhead protection ordinance.

### **Zoning Ordinance (2023)**

The city's zoning ordinance outlines where and how development should occur in the future. According to Yutan's zoning ordinance, development is restricted in hazard-prone areas. The zoning ordinance is scheduled to be updated in the summer or fall of 2025. The hazard mitigation plan has not been integrated into the zoning ordinance.

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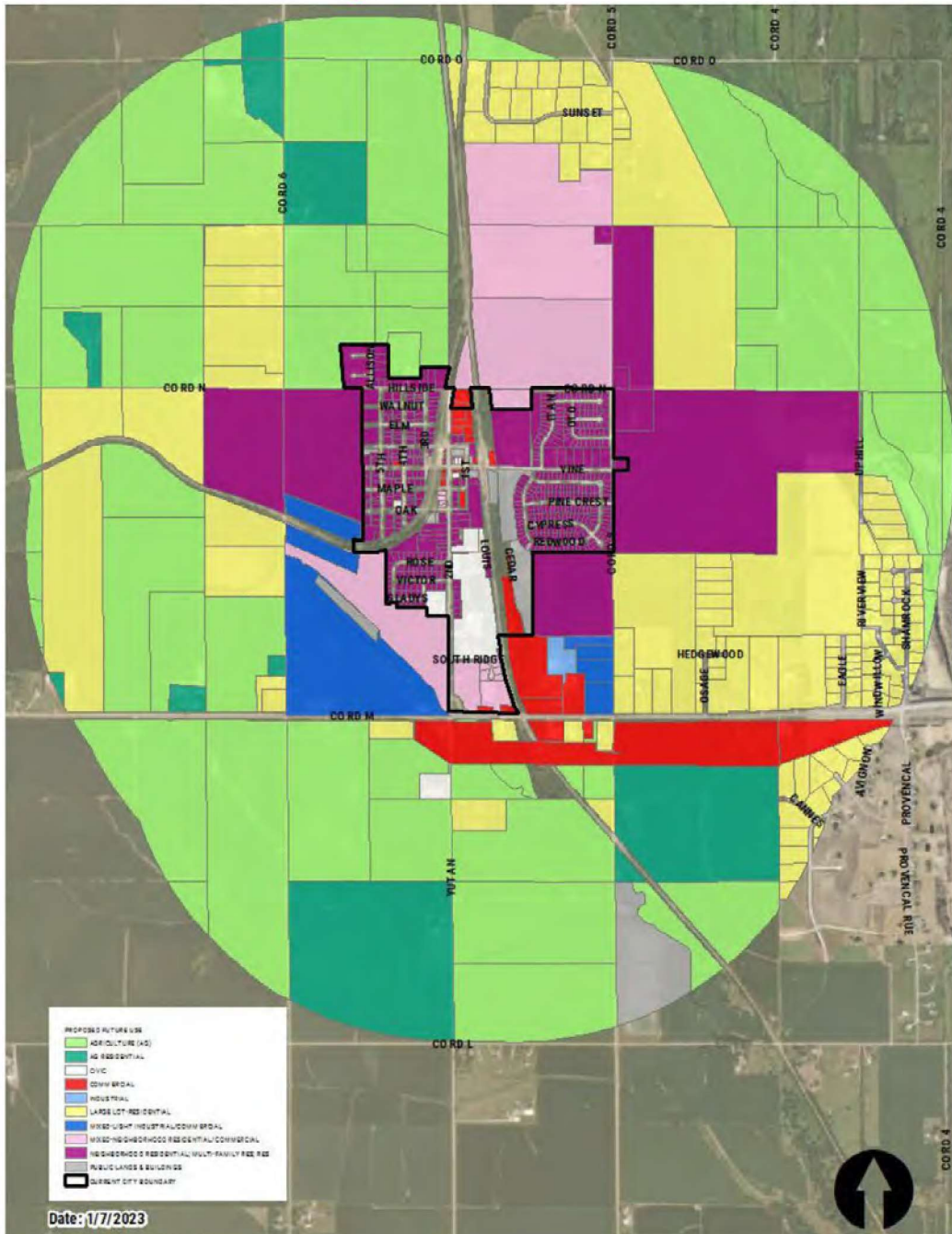
## **Future Development Trends**

In 2024, a private property demolished grain elevators that were in the FIRM-identified floodplain, reducing the vulnerability to flood damage. Over the past five years, a new apartment complex was constructed in the central business district. The city does not anticipate new housing development or businesses and industries in the near future. For hazards like drought, extreme temperatures, severe thunderstorms, severe winter storms, and tornadoes and high winds, all new and future developments could be impacted regardless of where they are located. According

to the local planning team any new and future development is not likely to occur in any other known hazard locations.

The future land use map below indicates the city's intended land use growth. Mixed neighborhood multifamily residential development is illustrated in dark purple and is expected to grow east, northeast, and west of the current community boundaries. Mixed neighborhood multifamily and commercial land use is planned to the north and southwest; commercial land use is designated along Highway 92; and large lot residential, agricultural residential, and agricultural land uses fill the remaining ETJ limits.

**Future Land Use Map**



## Community Lifelines

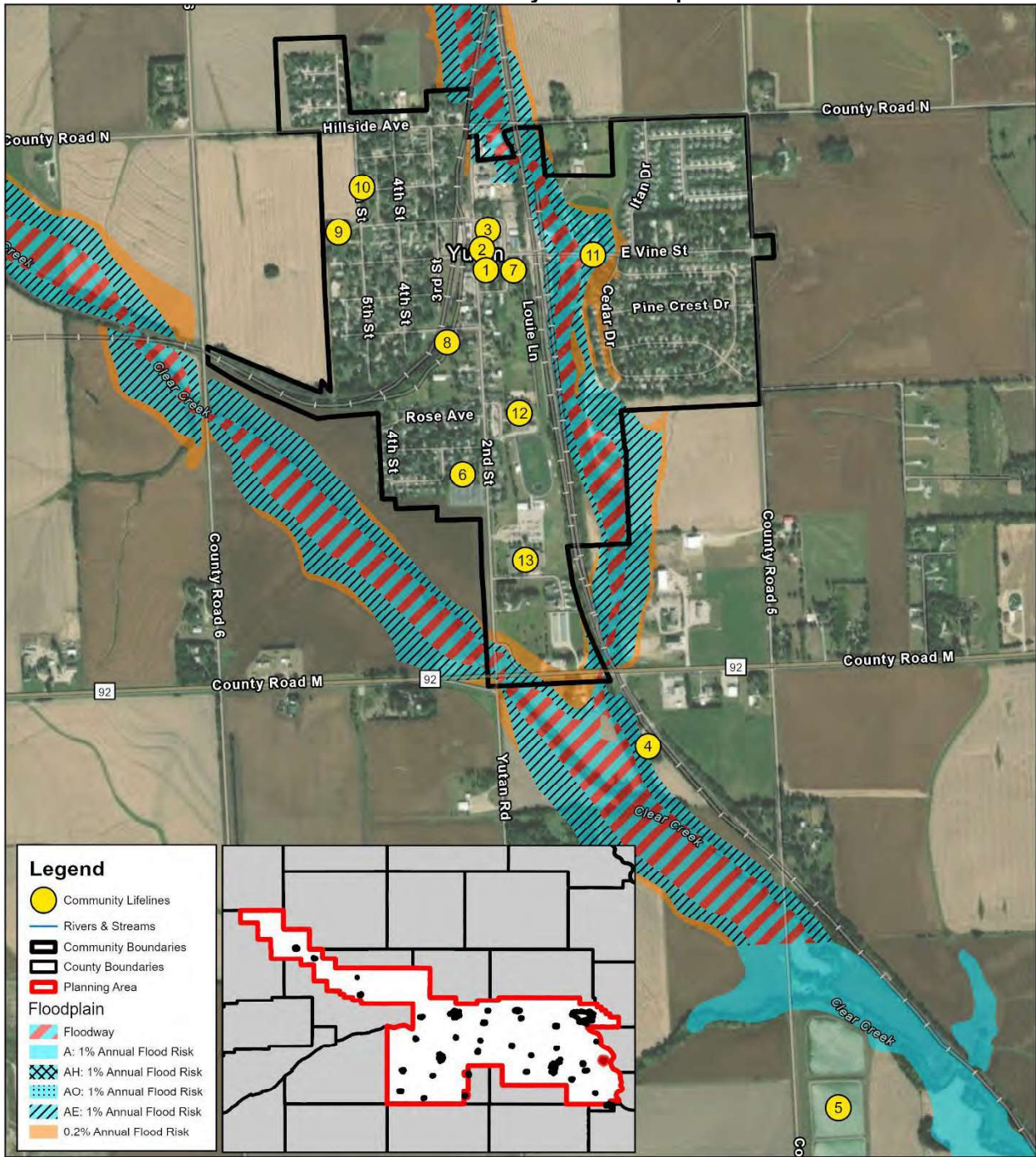
As listed in the following table, each participating jurisdiction identified community lifelines that are vital for disaster response and essential for returning the jurisdiction’s functions to normal during and after a disaster per the FEMA Community Lifelines guidance. The FEMA lifeline categories include Safety and Security; Food, Water, and Shelter; Health and Medical; Energy; Communication; Transportation; and Hazardous Material Facilities.



### Yutan Community Lifelines

CL Number	Name	Community Lifeline Type	Generator (G) Shelter (S)	Floodplain
1	Community Center	Other	-	N
2	City Office	Safety and Security	-	N
3	Fire Station	Safety and Security	G	N
4	Sanitary Lift Station	Food, Water, Shelter	G	N
5	Sewage Lagoons	Food, Water, Shelter	-	N
6	St. John’s Lutheran Church	Other	-	N
7	US Post Office	Safety and Security	-	N
8	Utilities Department / Well #2	Food, Water, Shelter	-	N
9	Water Tower	Food, Water, Shelter	-	N
10	Well #1	Food, Water, Shelter	G	N
11	Well #3	Food, Water, Shelter	-	Y (1%)
12	Yutan Elementary School	Safety and Security	-	N
13	Yutan High School	Safety and Security	-	N

Yutan Community Lifelines Map

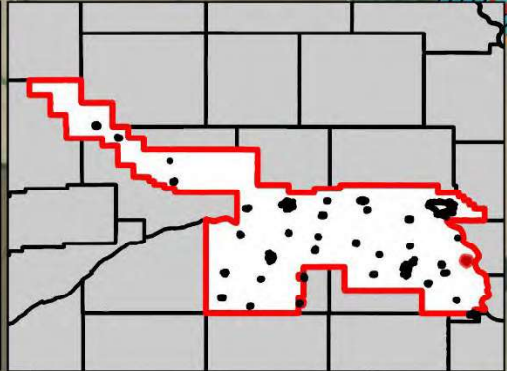


**Legend**

- Community Lifelines
- Rivers & Streams
- Community Boundaries
- County Boundaries
- Planning Area

**Floodplain**

- Floodway
- A: 1% Annual Flood Risk
- AH: 1% Annual Flood Risk
- AO: 1% Annual Flood Risk
- AE: 1% Annual Flood Risk
- 0.2% Annual Flood Risk



Created By: RT  
 Date: 12/23/2024  
 Software: ArcGIS Pro 3.4.0  
 File: Lower Platte North NRD HMP 2025

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.

**City of Yutan**

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**2025 LOWER PLATTE NORTH NRD  
 HAZARD MITIGATION PLAN**

0 500 1,000 Feet

## Hazard Prioritization and Mitigation Strategy

The Lower Platte North NRD Hazard Mitigation Plan evaluates a range of natural and human-caused hazards which pose a risk to the counties, communities, and other participants. During the planning process, the local planning team prioritized specific hazards of top concern for Yutan which required a more nuanced and in-depth discussion of past local events, potential impacts, capabilities, and vulnerabilities. The following section expands on the prioritized hazards identified by the City of Yutan. Based on this analysis, the local planning team determined their vulnerability to all other hazards to be of secondary concern, however Yutan has identified mitigation actions to reduce the impacts of the hazards. For a review and analysis of other regional hazards, please see *Section Five* and *Appendix A*.

### Flooding

Though no damage occurred within Yutan city limits, the March 2019 flooding of the Platte River damaged many roads around the city making transportation to and from Yutan difficult. Maintaining these transportation routes is important as most residents commute to work outside of the city. Yutan experienced minor flash flooding in May 2024. Clear Creek southwest of the city limits and Upper Clear Creek running through the center of Yutan are also prone to flooding. Riverine flooding is more of a concern than flash flooding because of the city’s proximity to the Platte River, Clear Creek, and Upper Clear Creek. Cedar Drive in the Timbercrest Subdivision has poor stormwater drainage. The city has plans to rebuild city-owned impacted buildings above the recognized Base Flood Elevation. Future actions to mitigate this risk include building structures to NFIP standards and minimizing obstructions in waterways.

#### Mitigation and Strategic Actions

Action	Flood Prone Property Mitigation
<b>Description &amp; Location</b>	Rebuild city-owned buildings and structures that have been impacted by flooding to be above the Base Flood Elevation. Ensure current and future developments are up to the NFIP standards.
<b>Hazard(s) Addressed</b>	Flooding
<b>Estimated Cost</b>	Varies by project
<b>Local Funding</b>	General Fund
<b>Timeline</b>	2-5 Years
<b>Priority</b>	Medium
<b>Lead Agency</b>	City Administration, Floodplain Administrator
<b>Status</b>	Not started. Yutan is planning to rebuild city-owned buildings above BFE.

### Grass/Wildfires

Grass and wildfire are a concern for the city because they could damage the agricultural land around Yutan. The Yutan Volunteer Fire Department responds to fires in the region. The city’s building codes and zoning ordinance both require space between structures that will help prevent fire from spreading between structures. Continued following and maintenance of the building code and zoning regulations are needed to reduce fire risks.

#### Mitigation and Strategic Actions

See the *Tree City USA* action under Severe Thunderstorms.

### Levee Failure

While not identified as a prioritized hazard by the local planning team, Yutan is protected by the Upper Clear Creek levee in the northern area of the community. There is no data available of the

levee overtopping. The Upper Clear Creek levee protects one building, seven people, and an estimated \$500,000 in property value according to the 2023 USACE National Structure Inventory. The map below illustrates the levee’s location within the community.

Mitigation and Strategic Actions

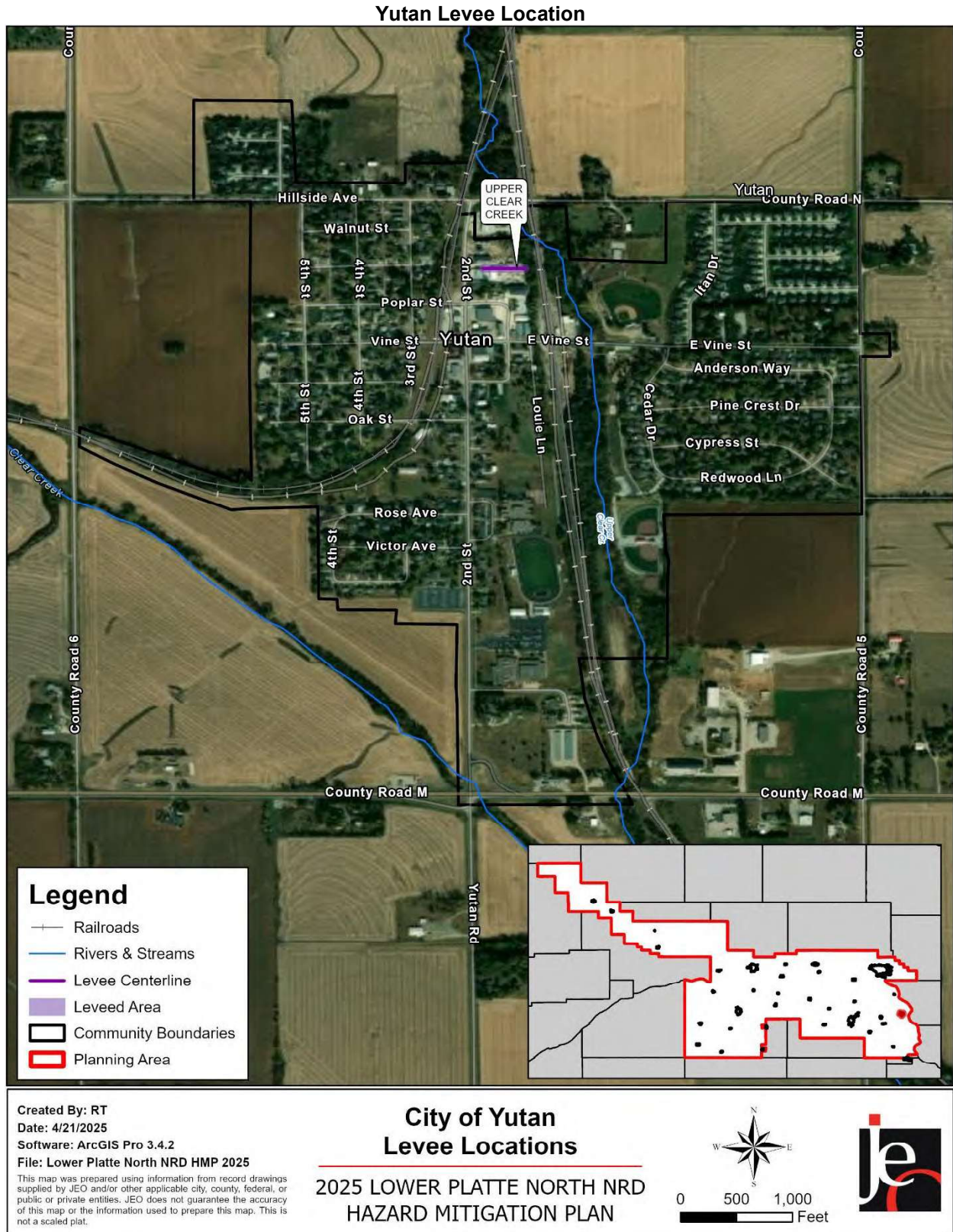
Action	Infrastructure Hardening
<b>Description &amp; Location</b>	Harden community lifelines to withstand high winds, hail, heavy snow, etc., by hardening roofs, hail resistant barriers to HVAC systems, shatter-proofing windows, building tie-downs and anchors, flood walls, and other architectural designs that reduce damage.
<b>Hazard(s) Addressed</b>	Flooding, Grass/Wildfires, Levee Failure, Severe Thunderstorms, Severe Winter Storms, Tornadoes and High Winds
<b>Estimated Cost</b>	Varies by project
<b>Local Funding</b>	General Fund
<b>Timeline</b>	5+ Years
<b>Priority</b>	Low
<b>Lead Agency</b>	City Administration, Utilities
<b>Status</b>	Not started. Community lifelines are protected under hail insurance.

**Severe Thunderstorms**

The risk of hail damage to property, agriculture, and infrastructure is a concern for the community. Severe thunderstorms are a yearly occurrence in the planning area. The last large hailstorm occurred in August 2021 with 1.25 inch-size hail stones that did not result in property damage. Community lifelines are not fitted with hail-resistant materials, but they are insured for hail damage. There is no local tree board to maintain trees and residents do not receive information regarding hail-resistant building materials with building permits.

Mitigation and Strategic Actions

Action	Tree City USA
<b>Description &amp; Location</b>	Work to become a Tree City USA through the National Arbor Day Foundation in order to receive direction, technical assistance, and public education on how to establish a hazardous tree identification and removal program in order to limit potential tree damage and damages caused by trees in a community when a storm event occurs.
<b>Hazard(s) Addressed</b>	Grass/Wildfires, Severe Thunderstorms, Severe Winter Storms, Tornadoes and High Winds
<b>Estimated Cost</b>	Staff Time
<b>Local Funding</b>	General Fund
<b>Timeline</b>	5+ Years
<b>Priority</b>	Low
<b>Lead Agency</b>	City Administration, Utilities
<b>Status</b>	Not started. Community lifelines are protected under hail insurance.



### Severe Winter Storms

Yutan is responsible for preparing for and responding to winter storms. For heavy snow, this requires a significant amount of manpower, equipment, and resources. Snow and ice increase the risk of traffic accidents and impede residents from their commutes to work. Extreme cold increases the likelihood of water main breaks. Approximately 65% of power lines in the community are buried, protecting them from damage during severe storms. There are unofficial snow routes along 2<sup>nd</sup> Street and Vine Street to aid snow removal and ease of transportation. The Public Works Department is responsible for removing snow using two trucks with blades, a skid loader with a snow pusher attachment, and a salter that fits on a pickup. The Police and Rural Fire Departments acquired a UTV for emergency personnel which will be fitted with tracks to move through snow and ice. The city will continue being attentive during snow emergencies to mitigate future risks.

#### Mitigation and Strategic Actions

Action	Backup and Emergency Generators
<b>Description &amp; Location</b>	Identify and evaluate current backup and emergency generators. Obtain additional generators based on identification and evaluation. The city would like a backup generator for the city offices. Look into installing a backup generator for the water tower.
<b>Hazard(s) Addressed</b>	Extreme Temperatures, Flooding, Grass/Wildfires, Severe Thunderstorms, Severe Winter Storms, Tornadoes and High Winds
<b>Estimated Cost</b>	Varies by size
<b>Local Funding</b>	General Fund
<b>Timeline</b>	2-5 Years
<b>Priority</b>	Medium
<b>Lead Agency</b>	Utilities
<b>Status</b>	An additional generator for well #2 is a priority. The city office and city shop have been identified as needing generators.

### Tornadoes and High Winds

In April 2024, a tornado touched down within the vicinity of Yutan, and another tornado occurred outside city limits on July 2024. High winds from the July tornado impacted areas across the city. In case of a disaster, electronic records are backed up on a secure server. Physical records are stored in the city office with the older records in the basement. There are two sirens in town. They are activated by County Dispatch or the Yutan Fire Department. There are no public safe rooms in the city. County emergency management offers text alerts for emergencies and severe weather. The city does not have Mutual Aid Agreements in place. The planning team has continued training for emergency services and strengthened building codes to mitigate risks.

Mitigation and Strategic Actions

Action	Alert/Warning Sirens
Description & Location	Perform an evaluation of existing alert sirens in order to determine sirens which should be replaced or upgraded. Install new sirens where lacking with remote activation options.
Hazard(s) Addressed	Dam Failure, Flooding, Grass/Wildfires, Hazardous Materials Release, Levee Failure, Severe Thunderstorms, Severe Winter Storms, Tornadoes and High Winds
Estimated Cost	\$5,000+
Local Funding	General Fund
Timeline	5+ Years
Priority	Low
Lead Agency	City administration, utilities
Status	An additional alert siren could benefit the community.

**Other Mitigation and Strategic Actions**

Action	Continuity Planning
Description & Location	Develop continuity plans for critical community services. Develop continuity plans for critical services in order to increase resiliency after a hazardous event. Encourage businesses to develop continuity plans.
Hazard(s) Addressed	Animal & Plant Disease, Dam Failure, Drought, Extreme Temperatures, Flooding, Grass/Wildfires, Hazardous Materials Release, Levee Failure, Severe Thunderstorms, Severe Winter Storms, Terrorism and Cyber-Attack, Tornadoes and High Winds
Estimated Cost	\$10,000+
Local Funding	General Fund
Timeline	5+ Years
Priority	Low
Lead Agency	City administration
Status	Lower priority but discussions are happening.

Action	Drought Monitoring
Description & Location	Increase drought monitoring at a local and regional level.
Hazard(s) Addressed	Drought
Estimated Cost	Staff Time
Local Funding	Staff Time, General Budget
Timeline	5+ Years
Priority	Medium
Lead Agency	Village Board
Status	Not started.

Action	Drought Ordinance
Description & Location	Create and pass a more robust drought ordinance. The NRD can work with local community leaders and water system operators to promote developing and updating local drought ordinances.
Hazard(s) Addressed	Drought
Estimated Cost	Staff Time
Local Funding	Staff Time, General Budget
Timeline	2-5 Years
Priority	Medium
Lead Agency	Village Board
Status	Not started.

Action	Groundwater Monitoring Wells
Description & Location	Work with the LPN NRD on possibly adding groundwater monitoring wells near the community.
Hazard(s) Addressed	Drought
Estimated Cost	Unknown
Local Funding	General Fund
Timeline	5+ Years
Priority	Medium
Lead Agency	City administration, utilities
Status	Not started.

Action	Update Comprehensive Plan
Description & Location	Update comprehensive plan. Integrate plan with Hazard Mitigation Plan components.
Hazard(s) Addressed	Animal & Plant Disease, Dam Failure, Drought, Extreme Temperatures, Flooding, Grass/Wildfires, Hazardous Materials Release, Levee Failure, Severe Thunderstorms, Severe Winter Storms, Terrorism and Cyber-Attack, Tornadoes and High Winds
Estimated Cost	\$15,000+
Local Funding	General Fund
Timeline	5+ Years
Priority	Low
Lead Agency	City administration
Status	Not started.

Action	New Municipal Well
Description & Location	Drill a third well to meet future demand.
Hazard(s) Addressed	Drought
Estimated Cost	Varies
Local Funding	General Fund
Timeline	5+ Years
Priority	Low
Lead Agency	City administration
Status	Not started.

Completed Mitigation and Strategic Actions

Action	Backup Records
Description & Location	Develop protocol for backing up critical records onto a portable storage device or service. Maintain routine backup of records.
Hazard(s) Addressed	Flooding, Grass/Wildfires, Severe Thunderstorms, Severe Winter Storms, Terrorism and Cyber-Attack, Tornadoes and High Winds
Status	Records are backed up on a portable storage device. Cloud-based digital records are maintained for historic documents.

**To:** Yutan City Council

**From:** City Administrator

**Date:** April 1, 2026

**Subject:** Explanation of Resolution 2026-08: Updated Health Insurance Contributions

### **Summary**

Resolution 2026-08 is presented for your consideration to address a substantial increase in health insurance premiums for the 2026 plan year. This resolution proposes increasing the City's monthly premium contribution and establishing a formal "cash-in-lieu" benefit for employees who opt out of the City's health plan.

### **Background & Necessity**

In 2023, the City Council approved a monthly contribution of **\$500.00** toward employee health premiums. However, our recent renewal notice from the **League Insurance Government Health Plan (LIGHT)** through Blue Cross and Blue Shield of Nebraska indicates an overall premium increase of **31.81%** effective July 1, 2026. This spike is primarily driven by our group's movement from Rate Band 1 to Rate Band 3.

To ensure our benefit package remains competitive and to prevent a significant reduction in employee take-home pay, an adjustment to the City's contribution is required.

### **Key Provisions of Resolution 2026-08**

- **Increased Monthly Cap:** The resolution raises the City's contribution from \$500.00 to a maximum of **\$700.00 per month** per eligible employee. This \$200 increase is designed to absorb the majority of the rate hike.
- **Cash-in-Lieu Benefit:** For employees who maintain coverage through a spouse's plan or another qualified provider, the resolution establishes a payment of **\$323.07 per pay period**.
  - *Note:* This amount is mathematically equivalent to the \$700.00 monthly city contribution (\$8,400 annually ÷ 26 pay periods), ensuring fiscal equity between those who take the insurance and those who do not.
- **Supersession:** This resolution officially supersedes the 2023 agreement and all prior policies regarding insurance contribution amounts to ensure a single, clear point of reference for city audits and payroll.

### **Fiscal Impact**

The 2026 Budget has been drafted to accommodate these changes. By offering the cash-in-lieu option, the City avoids the higher administrative and premium costs associated with full enrollment while still providing a valuable benefit to employees who do not utilize our primary plan.

**RESOLUTION NO. 2026-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA, ESTABLISHING UPDATED CITY CONTRIBUTIONS FOR EMPLOYEE HEALTH INSURANCE PREMIUMS AND CASH-IN-LIEU BENEFITS.**

**WHEREAS**, the City of Yutan provides health insurance benefits to its eligible employees through the League Insurance Government Health Plan (LIGHT); and

**WHEREAS**, the City Council previously approved a monthly premium contribution of \$500.00 per eligible employee in 2023; and

**WHEREAS**, the City has received notice of a significant medical premium increase exceeding 31% for the 2026 plan year; and

**WHEREAS**, the City Administrator has budgeted for an increased contribution to mitigate the financial impact on employees and maintain a competitive benefits package; and

**WHEREAS**, the City Council desires to offer a "cash-in-lieu" option for employees who are covered under another qualified health insurance plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA:**

**Section 1. Monthly Premium Contribution.** Effective July 1, 2026, the City of Yutan shall contribute a maximum of **\$700.00 per month** toward the health insurance premium for each eligible employee enrolled in the City's health insurance plan.

**Section 2. Cash-in-Lieu of Insurance.** Eligible employees who provide proof of coverage under another qualified health insurance plan (as defined by the Affordable Care Act and plan requirements) and elect to waive coverage under the City's health insurance plan shall be entitled to a cash-in-lieu payment. This payment is established at **\$323.07 per pay period**.

**Section 3. Supersession.** This Resolution shall supersede all prior resolutions, motions, or policies regarding City health insurance contribution amounts, including the \$500.00 monthly contribution approved in 2023.

**Section 4. Effective Date.** The provisions of this Resolution shall take effect on **July 1, 2026**, to coincide with the new insurance plan year.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF YUTAN, NEBRASKA**

Mayor

**ATTEST:**

City Clerk

**TO:** Yutan City Council

**FROM:** City Administrator

**DATE:** April 1, 2026

**SUBJECT:** Explanation of Resolution 2026-09: Renewal of LIGHT Health and Dental Insurance

## Summary

Resolution 2026-09 is presented for your consideration to authorize the renewal of health and dental insurance services for the 2026-2027 plan year. This resolution ensures the City continues to provide comprehensive medical benefits essential for employee health, wellness, and retention.

## Background & Necessity

The City has received the 2026 renewal notification for the League Insurance Government Health Plan (LIGHT) through Blue Cross and Blue Shield of Nebraska (BCBSNE). The renewal terms for the plan year beginning July 1, 2026, include:

- **Medical Coverage:** A premium increase of 31.81%.
- **Dental Coverage:** A 0% premium increase.

To maintain continuity of coverage, the City must authorize the renewal and select benefit options that align with the new budgetary limits established in Resolution 2026-08.

## Key Provisions of Resolution 2026-09

- **Renewal Approval:** Formally approves the continuation of the LIGHT plan through BCBSNE for the upcoming year.
- **Plan Document Authorization:** Authorizes the City Administrator and Mayor to execute the subgroup application and select benefit plan options that best align with the City's 2026 budgetary constraints.
- **Submission Deadline:** Directs the City Clerk or Administrator to submit the signed application to the McInnes Group (Attn: Jane Limbach) no later than May 15, 2026.
- **Continuity of Benefits:** Ensuring this deadline is met is critical for the timely administrative processing of employee open enrollment and to guarantee there is no lapse in coverage.

## Operational Impact

This resolution takes effect immediately upon passage. By authorizing the renewal now, the City can move forward with the administrative requirements necessary to facilitate a smooth open enrollment period for all eligible employees prior to the July 1st effective date.

**RESOLUTION NO. 2026-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA, AUTHORIZING THE RENEWAL OF HEALTH AND DENTAL INSURANCE SERVICES THROUGH THE LEAGUE INSURANCE GOVERNMENT HEALTH PLAN (LIGHT) FOR THE 2026-2027 PLAN YEAR.**

**WHEREAS**, the City of Yutan provides comprehensive medical and dental insurance to its eligible employees to promote health, wellness, and employee retention; and

**WHEREAS**, the City has received the 2026 renewal notification from Blue Cross and Blue Shield of Nebraska (BCBSNE) regarding the League Insurance Government Health Plan (LIGHT); and

**WHEREAS**, the renewal terms include a 0% premium increase for dental coverage and a 31.81% premium increase for medical coverage effective July 1, 2026; and

**WHEREAS**, the City must submit a completed subgroup application to the McInnes Group no later than May 15, 2026, to ensure that benefit plan changes and enrollments are processed in a timely manner.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA:**

**Section 1. Renewal of Coverage.** The City Council hereby approves the renewal of the League Insurance Government Health Plan (LIGHT) through Blue Cross and Blue Shield of Nebraska for the plan year beginning July 1, 2026.

**Section 2. Authorization of Plan Documents.** The City Council authorizes the City Administrator and/or the Mayor to execute the 2026 subgroup application and any other necessary renewal documents, selecting the benefit plan options that best align with the City's 2026 budgetary constraints as established in Resolution 2026-08.

**Section 3. Submission Deadline.** The City Clerk or City Administrator is directed to submit the signed application to Jane Limbach at the McInnes Group (Jane@McInnesgroup.com) by the May 15, 2026, deadline to guarantee the continuity of coverage and the administrative processing of employee open enrollment.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF YUTAN, NEBRASKA**

Mayor

**ATTEST:**

City Clerk

## **MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Resolution 2026-10: Utilities Superintendent Appointment

**Summary:** This resolution formally accepts the resignation of Luke Woster, effective April 10, 2026. It further confirms Mayor Thompson's appointment of Cody Cardin to the position of Utilities Superintendent.

### **Key Details:**

- **Effective Date:** The appointment is retroactive to April 13, 2026.
- **Compensation:** Includes a base hourly wage and bonuses for active, relevant certifications.
- **Purpose:** To ensure the continued efficient operation of the City's utility systems.

**Action Requested:** Approval of Resolution 2026-10 is recommended to finalize this personnel transition.

**RESOLUTION NO. 2026-10**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA, TO ACCEPT THE RESIGNATION OF THE UTILITIES SUPERINTENDENT AND TO CONFIRM THE APPOINTMENT OF A SUCCESSOR, ESTABLISHING COMPENSATION AND AN EFFECTIVE DATE.**

**WHEREAS,** Luke Woster has submitted his resignation from the position of Utilities Superintendent for the City of Yutan, effective April 10, 2026; and

**WHEREAS,** Mayor Matt Thompson has the authority, pursuant to Neb. Rev. Stat. § 17-107 and the Yutan Municipal Code, to appoint necessary city officers with the approval and consent of the City Council; and

**WHEREAS,** Mayor Matt Thompson has appointed Cody Cardin to fill the position of Utilities Superintendent; and

**WHEREAS,** the City Council finds it in the best interest of the City to confirm said appointment to ensure the continued efficient operation of the City's utility systems.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN, NEBRASKA:**

1. **Acceptance of Resignation:** The City Council hereby formally accepts the resignation of Luke Woster as Utilities Superintendent, effective April 10, 2026.
2. **Confirmation of Appointment:** The City Council hereby confirms the Mayor's appointment of **Cody Cardin** to the position of Utilities Superintendent.
3. **Effective Date:** This appointment is made retroactive to **April 13, 2026**.
4. **Compensation:** The City Council hereby establishes the base wage for Cody Cardin at \$ \_\_\_\_\_ per hour.
5. **Additional Incentives:** In addition to the base wage, the City shall pay certification bonuses for all active and relevant licenses held by the appointee, in accordance with the City's established personnel policies or pay scales.
6. **Repeal of Prior Actions:** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED** this 21st day of April, 2026.

**CITY OF YUTAN, NEBRASKA**

By: \_\_\_\_\_

**Matt Thompson, Mayor**

**ATTEST:**

\_\_\_\_\_

**City Clerk**

*(Seal)*

# Memorandum

**To:** Mayor and City Council  
**From:** Brandy Bolter, City Clerk  
**Date:** 4/10/26  
**Re:** Outdoor Warning System

Attached is the annual storm siren maintenance agreement with Blue Valley Public Safety. The renewal for this year is \$1,944.00 and is a budgeted item. The contract for the Yutan Outdoor Warning System is for April 1, 2026 through March 31, 2027. They also provide prioritized service to us if we need it and discount on parts.

**FISCAL IMPACT:** \$1,944.00

**STAFF RECOMMENDATION:**

Seeking a motion and a second to approve the maintenance agreement with Blue Valley Public Safety Inc. in the amount of \$1,944.00



PO Box 363 • 509 James Rollo Dr. • Grain Valley, MO 64029  
(816) 847-7502 • 1-800-288-5120 • Fax (816) 847-7513

March 16, 2026

City of Yutan, NE  
ATTN Brandy Bolter, City Clerk  
112 Vine St  
Yutan, NE 68073

Dear Ms. Bolter,

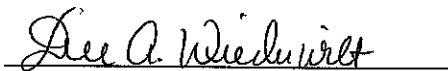
Enclosed is the new contract for the maintenance of the City's outdoor warning siren system. We have appreciated the opportunity in the past to work for you to maintain your warning system and look forward to renewing the contract for this year.

The contract for maintenance on the **Yutan, NE Outdoor Warning Siren System** is for the year, **April 1, 2026 through March 31, 2027**. Some of the prices have increased slightly, but the terms and conditions have remained the same as last year.

Should you have any further questions, please feel free to call my office at (816) 847-7502 or email me at [dee@bvpsonline.com](mailto:dee@bvpsonline.com).

Thank you for your continued interest in our services.

Sincerely,

  
Dee A. Wieduwilt  
Office Manager  
DAW/ban

Encl.



509 James Rollo Dr - PO Box 363  
 Grain Valley, MO 64029  
 1-800-288-5120

**MAINTENANCE AGREEMENT**

Contact Name: Brandy Bolter, City Clerk  
 Customer: City of Yutan, NE  
 Address: 112 Vine St  
 City: Yutan  
 State: NE  
 Zip: 68073  
 Phone: 402-625-2112  
 Fax: \*  
 Email: [bbolter@cityofyutan.com](mailto:bbolter@cityofyutan.com)

Maintenance Agreement No.:
<b>316261649</b>
Please reference this no. on your order
Date: 3/16/26
Maintenance Period
<b>04/01/2026 thru 03/31/2027</b>

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 5 Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	2	MC-2001DC	Maintenance Contract for Model 2001/508/Eclipse/Equinox DC Siren head	\$25.00	\$50.00	\$600.00
2	2	MC-FC	Maintenance Contract for FC/DCFCB One-Way Control	\$17.00	\$34.00	\$408.00
3	8	MC-BATT	Maintenance Contract per standard battery	\$9.75	\$78.00	\$936.00

<b>Total of Contract Monthly</b>	<b>\$162.00</b>
<b>Total of Contract Annually</b>	<b>\$1,944.00</b>

Contract Notes: \*Informers, poles, base radios, old style encoders, and PC equipment are not covered under this contract.

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee W  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Dee A. Wieduwilt  
**Title:** Office Manager

Purchase Order must be made out to, and e-mailed, mailed or faxed to:  
 Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029  
 Fax: 816-847-7513  
[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

Blue Valley Public Safety, Inc.  
PO Box 363; 509 James Rollo Drive  
Grain Valley, MO 64029  
+18002885120  
accounting@bvpsonline.com  
www.bluevalleypublicsafety.com



**BILL TO**  
City of Yutan NE  
ATTN: City Clerk  
PO Box 215  
Yutan, NE 68073

**SHIP TO**  
City of Yutan NE  
112 Vine St  
Yutan, NE 68073

**INVOICE 19863**

**DATE 04/01/2026 TERMS Net 30**

**DUE DATE 05/01/2026**

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	Contract	Maintenance Contract for Outdoor Warning Siren Systems for 04.01.26 - 03.31.27	1,944.00	1,944.00

SUBTOTAL 1,944.00  
TAX 0.00  
TOTAL 1,944.00

**TOTAL DUE \$1,944.00**

Payment by MC or Visa accepted with an additional 4% convenience fee.  
If your billing information needs to be updated, please contact us promptly.

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Annual Renewal of Keno License

**Background:** This memo is to request the annual renewal of the City's Keno license. As part of our ongoing gaming operations, we are required to submit a renewal application to the state to maintain compliance and continue generating revenue for community improvement projects.

**Fiscal Impact:** The annual renewal fee for the license is \$100.00. These funds are available within the current budget under administrative gaming expenses.

**Recommendation:** It is recommended that the City Council approve the renewal of the Keno license to ensure uninterrupted operations and continued funding for local initiatives.

If you have any questions regarding this renewal, please let me know.

# Memorandum

**To:** Mayor and City Council  
**From:** Brandy Bolter, City Clerk  
**Date:** 4/15/26  
**Re:** Mosquito Control Agreement

Attached is the Interlocal Cooperation Act Agreement for Mosquito Control with the City of Wahoo. The cost per application is \$450.00. This agreement includes the mileage, labor, chemicals and equipment to spray for mosquitos.

**FISCAL IMPACT:**

\$450.00 per application

**STAFF RECOMMENDATION:**

Seeking a motion and a second to approve the Interlocal Cooperation Act Agreement for Mosquito Control for the amount of \$450.00 per application.

**INTERLOCAL COOPERATION ACT AGREEMENT  
(Mosquito Control)**

This Interlocal Cooperation Act Agreement (hereinafter called "Agreement") is made by and between the following political subdivisions of the State of Nebraska:

- a. City of Wahoo, Nebraska (hereinafter called "Wahoo");
- b. City of Yutan, Nebraska (hereinafter called "Yutan").

**RECITALS**

1. Wahoo and Yutan are political subdivisions of the State of Nebraska.
2. Wahoo owns equipment and materials relating to the control of mosquitoes.
3. Yutan desires to hire Wahoo, and specifically, personnel, equipment, and materials to control mosquitoes in Yutan.
4. It is in the best interests of both Wahoo and Yutan that Wahoo assist Yutan in the control of mosquitoes in Yutan.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter expressed, Wahoo and Yutan agree as follows:

1. That this Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801 to 13-827) and whenever possible, this Agreement shall be constructed in conformity therewith.
2. That the purpose of this Agreement is for outlining the duties and responsibilities of Wahoo and Yutan for control of mosquitoes in Yutan.
3. That Wahoo agrees as follows:
  - A. To furnish one (1) employee and equipment to spray for mosquitoes in Yutan on dates and on a route designated by the designated agent of Yutan and as agreed to by the designated agent of Wahoo.
4. That Yutan agrees as follows:
  - A. To pay Wahoo the sum of \$450.00 per application, said amount to include mileage, labor, chemicals and equipment to spray for mosquitoes in Yutan;

- B. To pay Wahoo a fuel surcharge, if Wahoo's fuel costs exceed \$3.80 per gallon, and if implemented by Wahoo, Yutan will be notified in advance if this will be implemented.
- C. To pay said sum upon receipt of an invoice from Wahoo pursuant to Yutan's claim process.
- D. To indemnify and hold Wahoo harmless from any and all liability arising out of or in the course of Wahoo's performance of this Agreement or by reason of the operation or malfunction of any equipment and/or materials, and for personal or bodily injury and property damage to all persons, including third parties or property. In addition, thereto, Yutan agrees to provide liability insurance coverage in the minimum amount of \$1,000,000.00, naming Wahoo as an additional insured on any liability insurance policy providing said coverages. Yutan further agrees to provide Wahoo with a Certificate of Insurance indicating said liability coverages are in full force and effect upon request by Wahoo.

5. That in addition to paragraph 4. D. hereof, Wahoo and Yutan do each hereby release the other party to this Agreement from all sums of money, accounts, actions, suits, proceedings, claims, or demands whatsoever which either of them at anytime may have against the other, for, or by reason of, or in respect of any act, cause, or matter arising out of the terms and conditions of this Agreement.

6. That the designated agents of Wahoo and Yutan, pursuant to paragraph 4. D. hereof are as follows:

A. Wahoo: Gerald D Johnson, Mayor  
 City of Wahoo  
 605 North Broadway  
 Wahoo, NE 68066  
 402-443-3222

B. Yutan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. Said designated agents shall serve in said capacity until their respective Governing Bodies designate a different designated agent and so notifies the other party.

7. That this Agreement shall become effective upon its execution by both Wahoo and Yutan.

8. That this Agreement shall continue until either Wahoo or Yutan give the other party's designated agent thirty (30) days written notice of the cancellation of this Agreement, and thereafter, this Agreement shall be null and void and neither Wahoo nor Yutan shall have any further obligation to the other party pursuant to this Agreement.

9. That separate copies of this Agreement shall be executed by the Mayor of Wahoo and Chair of Board of Trustees of Yutan, upon authorization of their respective Governing Bodies, with the understanding that when Wahoo and Yutan have executed separate copies of this Agreement, then Wahoo and Yutan shall be bound by this Agreement to the same extent as though Wahoo and Yutan had simultaneously signed a single master copy.

CITY OF WAHOO, NEBRASKA

DATED: \_\_\_\_\_, 2026

BY: \_\_\_\_\_  
Gerald D Johnson, Mayor

CITY OF Yutan, NEBRASKA

DATED: \_\_\_\_\_, 2026

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Yutan Board of Trustees

## **MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Proposed Estimate #1617 – Hayes Park Baseball Field Improvements

**Background:** Attached for your review and consideration is a proposed estimate from Mack Bros. Sports Construction regarding necessary maintenance and upgrades for the baseball fields located at Hayes Park.

**Work Summary:** The proposal covers comprehensive improvements for Fields 1, 2, and 3:

- **Laser Grading:** Professional laser grading for Fields 1-3 to ensure proper slope and drainage.
- **Field 3 Reconstruction:** Relocation and reconstruction of the home plate area, including the installation of clay bricks in the batter's and catcher's boxes.
- **Equipment Installation:** Proper installation of base anchors and relocation of foul poles on Field 3 to match the new home plate alignment.
- **Topdressing:** Application of Diamond Pro topdressing on all three fields.

**Fiscal Impact:** The total cost for these improvements is **\$8,215.00**.

**Action Requested:** This item is presented for official action. Approval of this estimate is recommended to ensure that our athletic fields meet high standards for safety, playability, and aesthetics for our residents.

**Mack Bros. Sports Construction**

PO Box 390035

Omaha, NE 68139 USA



# Estimate

**ADDRESS**

City of Yutan

ESTIMATE #	DATE	EXPIRATION DATE
1617	03/18/2026	04/18/2026

ACTIVITY	QTY	RATE	AMOUNT
<b>Laser grading</b> Laser grade fields 1-3 at Hayes. Fields 1 & 2 will be single plane slope, Field 3 will be crown lasered dependent upon topos, as per site walk with L. Woster and D. McMillin	1.75	2,500.00	4,375.00
<b>Home Plate Construction</b> Home plate work on Field 3:  -Tear out and relocation of home plate to area specified by L. Woster.  -Clay bricks installed in batter's and catcher's boxes.	1	1,250.00	1,250.00
<b>Base Anchor Installation</b> Installation of base anchors at proper dimensions.	3	80.00	240.00
<b>Foul Poles</b> Installation of foul poles on Field 3 to match new home plate location.	2	650.00	1,300.00
<b>Topdressing</b> Usage of topdresser to install supplied Diamond Pro on site- per field price.	3	350.00	1,050.00

402-401-4330

mackbrosgrounds@gmail.com

mackbrosgroundskeeping.com

Please remit payment to our new address:

TOTAL

**\$8,215.00**

Mack Bros Sports Construction  
P.O. Box 390035  
Omaha, NE, 68139

With over 50 years combined experience, the Mack Bros. know athletic fields.  
Safety, playability and aesthetics are our top priorities.

Thank you for your consideration!

We also do irrigation!

Accepted By

Accepted Date

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Comparison of Lease Agreements for 401 2nd Street (Police Department)

**Background:** The City of Yutan is considering two lease options with Thompson & Sons, LLC for the property located at 401 2nd, Yutan, NE 68073. The premises consist of approximately 1,120 square feet to be used specifically as office space. Both proposed agreements are scheduled to commence on May 1, 2026.

**Lease Comparison**

<b>Feature</b>	<b>Option A: Four-Year Lease</b>	<b>Option B: Two-Year Lease</b>
<b>Term Length</b>	4 years (48 months)	2 years (24 months)
<b>Expiration Date</b>	April 30, 2030	April 30, 2028
<b>Monthly Rent</b>	\$1,170.00	\$1,185.00
<b>Security Deposit</b>	\$1,170.00	\$1,185.00

**Key Terms (Standard in Both Agreements)**

- **Late Fees:** A late charge of 10% will be applied if rent is not paid by the fifth day after it is due.
- **Maintenance:** The Landlord is responsible for maintaining the foundation, exterior walls, structure, and roof.
- **Tenant Responsibilities:** The City (Tenant) is responsible for all interior repairs, including doors, windows, plumbing, electrical, and HVAC systems.
- **Utilities:** The City must place all utilities in its name as of the date of possession.

- **Insurance:** The City must maintain commercial general liability insurance with a combined single limit of at least \$1,000,000 per occurrence.
- **Lease Break:** A lease break requires a full 60-day written notice and follows a "paid till filled" policy where the City remains responsible for rent and utilities until the space is re-rented or the lease expires.

### **Action Requested**

This item is for Council review and action to determine which term length best serves the needs of the Police Department and the City's long-term budget.

# BUSINESS PROPERTY LEASE

THIS BUSINESS PROPERTY LEASE (this "Lease") is entered this 1st day of May, 2026 between Thompson & Sons, LLC (the "Landlord"), and The City of Yutan (the "Tenant").

1. **PREMISES.** Landlord leases to Tenant the real property located at 401 2nd, Yutan, NE 68073 (the "Premises"), containing approximately 1,120 square feet of area, on the terms and conditions set forth below. The parties acknowledge that Base Rent may be adjusted based upon the actual size of the Premises.

2. **TERM.** This Lease shall be for a term of 2 years (24 months), commencing on May 1<sup>st</sup>, 2026 and expiring on April 30th, 2028, unless sooner terminated or as otherwise allowed herein. Notwithstanding the foregoing, if this Lease commences on any day other than the first day of a calendar month, the expiration date shall be extended so that it occurs on the last day of the month.

Tenant shall be allowed access to the Premises as of the execution of this Lease and on the date of possession. All terms and conditions set forth herein shall apply, including but not limited to transferring all utilities to its name and instituting insurance, except that such period shall be base and additional rent free.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, as an office and for no other purpose without obtaining the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations about its use of the Premises, including without limitation all environmental laws, to keep the Premises and common grounds in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Rent.** Rent shall commence as of May 1, 2026. For the initial term of this Lease, Tenant shall pay to Landlord, at such address as Landlord may from time to time designate in writing, rent as follows:

<u>Lease Term Dates</u>	<u>Monthly Rent Due</u>
5/1/2026 – 4/30/2028	\$1185.00 Monthly

Rent shall be adjusted on a pro-rata basis should this Lease commence on any day other than the first day of a calendar month.

(b) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(c) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of ten percent (10%) of the amount that is past due.

(d) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord for Landlord's use and possession the sum of \$1185.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease. The security deposit will also be used to cover any damages, repairs, or cleaning costs at the time the Tenant vacates the property.

5. **SERVICES.** Landlord shall not be liable for damages, nor shall the rental be abated, for interruption of utilities if it is occasioned in whole or in part by needful repairs, renewals, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any

other cause of causes beyond the control of Landlord. Tenant shall place all utilities serving the Premises in its name as of the date it gains possession of the Premises.

**6. ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord, which may be withheld in its absolute discretion. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

**7. TENANT'S IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work, which shall not be unreasonably withheld. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord.

**8. REPAIRS.** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls, the structure and the roof of the Premises. The maintenance costs of all common entry ways, hallways, restrooms, sidewalks and parking areas shall be an Operating Expense which shall pass through to Tenant as additional rent.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

**9. CONDITION OF PREMISES.** Tenant acknowledges that it is taking the Premises in their "as is" condition. Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Upon termination of this Lease, Tenant shall peaceably vacate the Premises and remove all its property therefrom, and leave the same in good order and condition, reasonable wear and tear excluded. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

**10. PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

**11. LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.

(b) Install and maintain signs on the Real Estate.

(c) Have access to all mail chutes according to the rules of the United States Post Office Department.

(d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.

(e) Possess passkeys to the Premises.

(f) Show the Premises to prospective tenants at reasonable times within the last six (6) months of the Lease term.

(g) Take all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.

(h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

(i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

**12. INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

**13. INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

**14. LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance in full force and effect and stating the term and provisions thereof. If Tenant

fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

**15. DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

**16. CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

**17. DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments within ten (10) days from the due date hereunder;

(b) If Tenant vacates or abandons the Premises;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or

(e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, time being of the essence. In the event that a cure cannot be completed within thirty (30) days following such notice, it shall not be considered a default if Tenant commences the cure thereof within such thirty (30) days and thereafter diligently undertakes actions to complete it; provided, however, that such extension shall not last longer than ninety (90) days.

**18. EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may pursue any remedies available at law or in equity under Nebraska law.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

**25. LEASE BREAK.** Any lease break would follow a paid till filled policy. The Tenant would be responsible to pay rent and utilities until the time the premises is re-rented or until the lease expires. A lease break is only accepted in writing and needs to be a full 60-day notice.

**26. RULES AND REGULATIONS.** Tenant shall comply with all rules and regulations that Landlord may apply to the Premises. Landlord reserves the ability to amend, change or add to such rules and regulations from time to time.

**27. SIGNAGE.** Tenant shall be allowed to install signage upon the building above the Premises' door with the Landlord's prior written consent, not to be unreasonably withheld or delayed. Such signage shall be at Tenant's sole cost and expense and shall comply with all applicable laws, ordinances and regulations.

**28. TENANT COVENANTS.** Tenant hereby agrees and covenants to the following:

(a) To keep the Premises clean, neat, orderly and free from trash and rubbish at all times, and to keep any refuse in proper containers until the same is removed; and

(b) To permit no lien, notice of intention to file a lien or other charges arising out of work performed by any of Tenant's contractors, mechanics, laborers or materialmen, which might be or become a lien or encumbrance or charge upon the Premises or any part thereof or Landlord's income therefrom, and to suffer no other matter whereby the estate, right or interest of Landlord in the Premises or any part thereof might be impaired; and in the event any such lien is placed upon the Premises, Tenant shall immediately pay, bond over or otherwise remove such lien.

**29. HAZARDOUS SUBSTANCES.** Tenant and its employees, agents, contractors and permittees shall not store, generate, discharge, treat, dispose of, sell, handle or transport any hazardous substances, as those are defined under applicable law, on or about the Premises except for hazardous substances commonly utilized in the

operation of Tenant's business, but then only in such quantities and to the extent allowed under all applicable laws and regulations. If Tenant becomes aware that any hazardous substances have been released or are located on or beneath the Premises as a result of any act or omission by Tenant, its employees, agents, contractors or permittees, Tenant shall use commercially reasonable efforts to give written notice to Landlord of such condition; provided that failure to give notice shall not be deemed a breach giving rise to such indemnification. Tenant agrees to indemnify and hold harmless Landlord, its directors, officers, employees, and agents, from any and all costs, expenses, claims, fines, penalties and damages arising from Tenant's breach of any of its obligations contained in this section, including court costs and reasonable attorneys' fees in any suit, action or administrative proceeding or negotiations resulting therefrom and including costs of remediation, cleanup and detoxification of the Premises.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

TENANT:

Thompson & Sons, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned hereby absolutely and unconditionally guarantee unto the Landlord the payment of the rent and the performance of all the covenants under the Lease and all renewals and extensions thereof by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment, by any forbearance by the Landlord, or by any assignment or modification of this Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Tel. #: \_\_\_\_\_

# BUSINESS PROPERTY LEASE

THIS BUSINESS PROPERTY LEASE (this "Lease") is entered this   1st   day of May, 2026 between Thompson & Sons, LLC (the "Landlord"), and The City of Yutan (the "Tenant").

1. **PREMISES.** Landlord leases to Tenant the real property located at 401 2nd, Yutan, NE 68073 (the "Premises"), containing approximately 1,120 square feet of area, on the terms and conditions set forth below. The parties acknowledge that Base Rent may be adjusted based upon the actual size of the Premises.

2. **TERM.** This Lease shall be for a term of 4 years (48 months), commencing on May 1<sup>st</sup>, 2026 and expiring on April 30th, 2030, unless sooner terminated or as otherwise allowed herein. Notwithstanding the foregoing, if this Lease commences on any day other than the first day of a calendar month, the expiration date shall be extended so that it occurs on the last day of the month.

Tenant shall be allowed access to the Premises as of the execution of this Lease and on the date of possession. All terms and conditions set forth herein shall apply, including but not limited to transferring all utilities to its name and instituting insurance, except that such period shall be base and additional rent free.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, as an office and for no other purpose without obtaining the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations about its use of the Premises, including without limitation all environmental laws, to keep the Premises and common grounds in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

#### 4. RENT.

(a) **Rent.** Rent shall commence as of May 1, 2026. For the initial term of this Lease, Tenant shall pay to Landlord, at such address as Landlord may from time to time designate in writing, rent as follows:

<u>Lease Term Dates</u>	<u>Monthly Rent Due</u>
5/1/2026 – 4/30/2030	\$1170.00 Monthly

Rent shall be adjusted on a pro-rata basis should this Lease commence on any day other than the first day of a calendar month.

(b) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(c) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of ten percent (10%) of the amount that is past due.

(d) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord for Landlord's use and possession the sum of \$1170.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease. The security deposit will also be used to cover any damages, repairs, or cleaning costs at the time the Tenant vacates the property.

5. **SERVICES.** Landlord shall not be liable for damages, nor shall the rental be abated, for interruption of utilities if it is occasioned in whole or in part by needful repairs, renewals, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any

other cause of causes beyond the control of Landlord. Tenant shall place all utilities serving the Premises in its name as of the date it gains possession of the Premises.

**6. ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord, which may be withheld in its absolute discretion. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

**7. TENANT'S IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work, which shall not be unreasonably withheld. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord.

**8. REPAIRS.** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls, the structure and the roof of the Premises. The maintenance costs of all common entry ways, hallways, restrooms, sidewalks and parking areas shall be an Operating Expense which shall pass through to Tenant as additional rent.

Tenant agrees that it will make, at its own cost and expense (up to \$250 per incident), all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises.

Example: The Garage Door Breaks- Tenant would be responsible for \$250 and the Landlord would cover the remaining cost.

Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

**9. CONDITION OF PREMISES.** Tenant acknowledges that it is taking the Premises in their "as is" condition. Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Upon termination of this Lease, Tenant shall peaceably vacate the Premises and remove all its property therefrom, and leave the same in good order and condition, reasonable wear and tear excluded. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

**10. PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

**11. LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.

(d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.

(e) Possess passkeys to the Premises. Please note Landlord would only enter the property with a 24 notice unless there were a true emergency. In this situation efforts would still be made to contact the Tenant prior to entering the property. A few true emergency examples are noted below.

Example 1: Active water leak observed from the outside of the building.

Example 2: Damage to the structure like a car hitting the building.

Example 3: The building is on fire.

A passkey would also be held to provide a spare key in the case of a lock out on the Tenants part. This key would be held securely in a lockbox at the Thompson and Son Real Estate Office. Tenant can request the key to check out and return if needed. Again, the Tennat has the option to be present during any work order or emergency situation.

(f) Show the Premises to prospective tenants at reasonable times within the last 60 days of the Lease term with the option to have the Tenant present for all showings. The Tenant would receive a 24-hour verbal or written notice for all showings.

(g) Take all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.

(h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

(i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

**12. INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

**13. INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by

Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

**14. LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

**15. DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

**16. CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. Landlord would allow for a lease break, with a 60-day written notice, with no fees in this unique situation.

**17. DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments within ten (10) days from the due date hereunder;

(b) If Tenant vacates or abandons the Premises;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or

(e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, time being of the essence. In the event that a cure cannot be completed within thirty (30) days following such notice, it shall not be considered a default if Tenant commences the cure thereof within such thirty (30) days and thereafter diligently undertakes actions to complete it; provided, however, that such extension shall not last longer than ninety (90) days.

**18. EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may pursue any remedies available at law or in equity under Nebraska law.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

**19. SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord in the manner specified herein. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be 150% the monthly rent specified in the lease immediately before termination.

**20. SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

**21. NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at PO Box 24, Yutan, NE 68073, and also to Tenant at the Premises, or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

**22. COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

**23. MISCELLANEOUS.**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

**24. Lease Break.** Any lease break would follow a paid till filled policy. The Tenant would be responsible to pay rent and utilities until the time the premises is re-rented or until the lease expires. A lease break is only accepted in writing and needs to be a full 60-day notice. In the event the police department outgrows the Leased space, or the need arises to move for security reasons, and evidence is shared of these unique situations, then a lease break would be allowed with a 60-day written notice. In this circumstance, the tenant would be responsible for 2 additional month's rent from the date the Tenant vacates the property.

**25. RULES AND REGULATIONS.** Tenant shall comply with all rules and regulations that Landlord may apply to the Premises. Landlord reserves the ability to amend, change or add to such rules and regulations from time to time.

**26. SIGNAGE.** Tenant shall be allowed to install signage upon the building above the Premises' door with the Landlord's prior written consent, not to be unreasonably withheld or delayed. Such signage shall be at Tenant's sole cost and expense and shall comply with all applicable laws, ordinances and regulations.

**27. TENANT COVENANTS.** Tenant hereby agrees and covenants to the following:

(a) To keep the Premises clean, neat, orderly and free from trash and rubbish at all times, and to keep any refuse in proper containers until the same is removed; and

(b) To permit no lien, notice of intention to file a lien or other charges arising out of work performed by any of Tenant's contractors, mechanics, laborers or materialmen, which might be or become a lien or encumbrance or charge upon the Premises or any part thereof or Landlord's income therefrom, and to suffer no other matter whereby the estate, right or interest of Landlord in the Premises or any part thereof might be impaired; and in the event any such lien is placed upon the Premises, Tenant shall immediately pay, bond over or otherwise remove such lien.

**28. HAZARDOUS SUBSTANCES.** Tenant and its employees, agents, contractors and permittees shall not store, generate, discharge, treat, dispose of, sell, handle or transport any hazardous substances, as those are defined under applicable law, on or about the Premises except for hazardous substances commonly utilized in the operation of Tenant's business, but then only in such quantities and to the extent allowed under all applicable laws and regulations. If Tenant becomes aware that any hazardous substances have been released or are located on or beneath the Premises as a result of any act or omission by Tenant, its employees, agents, contractors or permittees, Tenant shall use commercially reasonable efforts to give written notice to Landlord of such condition; provided that failure to give notice shall not be deemed a breach giving rise to such indemnification. Tenant agrees to indemnify and hold harmless Landlord, its directors, officers, employees, and agents, from any and all costs, expenses, claims, fines, penalties and damages arising from Tenant's breach of any of its obligations contained in this section, including court costs and reasonable attorneys' fees in any suit, action or administrative proceeding or negotiations resulting therefrom and including costs of remediation, cleanup and detoxification of the Premises.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

TENANT:

Thompson & Sons, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By signing this Lease Agreement, the Tenant certifies that the Tenant has read, understood, and agrees to comply with all the terms and conditions of this Lease Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Tel. #: \_\_\_\_\_

## **Motion to Accept Resignation**

**DATE:** April 21, 2026

**AGENDA ITEM:** Resignation of Darin Egr from the Community Redevelopment Authority (CRA)

**PROPOSED MOTION:** "I move to accept the resignation of **Darin Egr** from the **Community Redevelopment Authority (CRA)**, effective immediately, as submitted in his resignation letter dated **March 23, 2026**, and to declare a vacancy on said Authority."

I. Darin Egr  
Resign from the CRA  
Board on March 23, 2026

Darin Egr

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Resignation of Lynn Hapke from the Library Board

Please be advised that Lynn Hapke has officially submitted her resignation from the Library Board.

We are grateful for the time and dedication Lynn has provided to our community and our library during her tenure. Her contributions have been greatly appreciated, and we wish her the very best in her future endeavors.

With this vacancy, we will begin the process of seeking a qualified replacement to recommend for appointment to the Board.

If you have any questions, please feel free to reach out.



Brandy Bolter <[bbolter@cityofyutan.com](mailto:bbolter@cityofyutan.com)>

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## Fwd: Letter of Resignation

1 message

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**Dawn Ford** <[dawnf619@gmail.com](mailto:dawnf619@gmail.com)>  
To: Brandy Bolter <[bbolter@cityofyutan.com](mailto:bbolter@cityofyutan.com)>

Mon, Apr 13, 2026 at 8:38 AM

----- Forwarded message -----  
From: **Lynn Hapke** <[lrhapke@gmail.com](mailto:lrhapke@gmail.com)>  
Date: Mon, Apr 13, 2026 at 8:23 AM  
Subject: Fwd: Letter of Resignation  
To: Dawn Ford <[dawnf619@gmail.com](mailto:dawnf619@gmail.com)>

----- Forwarded message -----  
From: **Lynn Hapke** <[lrhapke@gmail.com](mailto:lrhapke@gmail.com)>  
Date: Mon, Apr 13, 2026 at 8:22 AM  
Subject: Re: Letter of Resignation  
To: Lynn Hapke <[lrhapke@gmail.com](mailto:lrhapke@gmail.com)>

On Sun, Apr 12, 2026 at 1:55 PM Lynn Hapke <[lrhapke@gmail.com](mailto:lrhapke@gmail.com)> wrote:

Please accept this letter as formal notice of my resignation from the Yutan Public Library Board, effective immediately. I have sincerely enjoyed volunteering on the Library Board, and working with the staff to make the Library a success in the community. However, after all the challenges in this new year, I can not continue. I am genuinely grateful for the past support I have received in the years I have served on the board

Thank you for understanding.

Sincerely  
Lynn Hapke

## **MEMORANDUM**

**TO:** Mayor Matt Thompson and Members of the City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Resignation of Library Director Laurie Van Ackeren

### **Purpose**

The purpose of this memorandum is to formally notify the Mayor and City Council of the resignation of Library Director Laurie Van Ackeren.

### **Resignation Details**

Mrs. Van Ackeren has submitted her resignation from the position of Director of the Yutan Public Library. Her final day of employment with the City is scheduled for **April 29, 2026**.

### **Acknowledgment of Service**

The City acknowledges the service provided by Mrs. Van Ackeren during her tenure as Library Director. At this time, the administration remains focused on the stability of the department and ensures that the library's mission to serve our residents continues without interruption.

### **Transition Plan**

The administration will work in conjunction with the Library Board to immediately initiate the recruitment process for a new Director. Every effort will be made to identify a qualified candidate who aligns with the City's standards and long-term goals for the library.

### **Recommendation**

It is requested that the Mayor and City Council formally accept this resignation.

Should you have any questions regarding the transition or the recruitment process, please contact my office.

## **MEMORANDUM**

**TO:** The Honorable Mayor Matt Thompson and Members of the City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Resignation of Substitute Librarians Barb Juedes and Christina Jeffereis

### **Purpose**

This memorandum is to formally notify the Mayor and City Council of the resignations of Barb Juedes and Christina Jeffereis from their roles as Substitute Librarians at the Yutan Public Library.

### **Acknowledgment**

The City acknowledges the service provided by Ms. Juedes and Ms. Jeffereis during their time with the library department. We appreciate their contributions and their availability to assist our library staff and residents.

### **Next Steps**

In light of these vacancies, the administration will work with the Library Board to assess current substitute staffing requirements and determine when to initiate recruitment for these positions.

### **Recommendation**

It is requested that the Mayor and City Council formally accept these resignations for the record.

Barbara Juedes  
409 W Vine  
Yutan, Ne 68073  
04/13/2026

Yutan Public Library  
401 1<sup>st</sup> St  
Yutan, Ne 68073

Please accept this as formal notification that I am resigning from my position as Substitute Librarian at Yutan Public Library, effective ~~04/29/2026~~ *immediately (Bj)*. This decision is due to the untenable nature of the work environment.

I would like to thank Laurie for the opportunities I have had during my time working for her. She taught me a lot during my time and thoroughly enjoyed working for her and participating in all the programs she has implemented at the Library. I wish her all the best.

Sincerely,

  
Barbara Juedes



Brandy Bolter <bbolter@cityofyutan.com>

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## Fwd: Resignation letter

1 message

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**Dawn Ford** <dawnf619@gmail.com>  
To: Brandy Bolter <bbolter@cityofyutan.com>

Sat, Apr 11, 2026 at 11:15 AM

----- Forwarded message -----  
From: **Dawn Ford** <dawnf619@gmail.com>  
Date: Sat, Apr 11, 2026 at 10:33 AM  
Subject: Fwd: Resignation letter  
To: Yutan Library <library@cityofyutan.com>

Received. Thank you Laurie.

----- Forwarded message -----  
From: **Laurie Van Ackeren** <yutanlibrary22@gmail.com>  
Date: Sat, Apr 11, 2026 at 9:35 AM  
Subject: Fwd: Resignation letter  
To: Lynn Hapke <lrhapke@gmail.com>, Michelle Dahlhauser <mdahlhauser26@gmail.com>, Dawn Ford <dawnf619@gmail.com>, JonKelsey Chittenden <jkchitt@gmail.com>, Elizabeth Casey <ejcasey6@gmail.com>

Board members,  
Here's christina 's resignation letter.

I am using this old email because certain Google sits are not loading on the library computer and I wanted to inform you of the letter asap.

I am also helping Lisa w book club books, trying to fix the computer and staying at the library when lisa checks the mail.

Laurie

----- Forwarded message -----  
From: **Christina Jeffries** <cnjeffries88@gmail.com>  
Date: Fri, Apr 10, 2026, 9:30 AM  
Subject: Resignation  
To: Laurie Van Ackeren <yutanlibrary22@gmail.com>

Dear Laurie,  
Please accept this letter as formal notification that I am resigning from my position as Substitute librarian at Yutan Public Library. My last day will be April 24, 2026.

I appreciate the opportunities I've had during my time with the company, particularly getting to know the patrons. Thank you for your support.

Sincerely,  
Christina Jeffries

## MEMORANDUM

**TO:** Mayor Matt Thompson and Members of the City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Updated Proposed E-Scooter and E-Bike Ordinance (Kearney Model)

**Purpose:** The purpose of this memorandum is to present an updated draft of the ordinance to regulate lightweight electric scooters and electric-assisted bicycles for the **April 21, 2026**, council meeting. This version incorporates the objectives discussed in the March 13, 2026, memorandum and adopts a more comprehensive structure based on the **City of Kearney's Ordinance No. 8766**.

**Background and Objectives** As outlined in the March memo, the primary goal is to amend the Municipal Code to manage growing micro-mobility adoption. The revised draft focuses on:

- **Public Safety:** Mandating that operators follow the Nebraska Rules of the Road and yield the right-of-way.
- **Pedestrian Protection:** Prohibiting the use of these devices on public sidewalks within high-traffic areas, specifically the B-CBD (Central Business District).
- **Speed Management:** Restricting low-speed devices on roadways with higher speed limits, such as Highway 92, to prevent dangerous interactions with fast-moving traffic.
- **Enforcement:** Providing the Yutan Police Department with explicit legal standing for citations through a tiered fine and impoundment system.

**Key Enhancements from the Kearney Model** The proposed Kearney ordinance provides a higher level of detail than the previous Yutan draft, specifically regarding definitions and equipment standards:

- **Classified Definitions:** Establishes clear technical distinctions for Class I, II, and III electric bicycles based on wattage (max 750W), speed (20 mph or 28 mph), and pedal-assist mechanisms.
- **Safety Equipment:** Mandates front white lights (visible from 500 feet) and rear red reflectors for nighttime use, as well as brakes capable of making wheels skid on dry pavement.
- **Operation Standards:** Requires riders to stay to the far right side of the street, signal turns by hand, and ride single file.
- **Sidewalk and Downtown Restrictions:** Requires operators to safely dismount and proceed on foot when encountering pedestrians and prohibits use on sidewalks or parking lots within designated Downtown districts.
- **Off-Highway Vehicles:** Includes comprehensive regulations for ATVs, UTVs, and golf carts, requiring valid Class O licenses, liability insurance, and the use of day-glow safety flags.
- **High-Speed Street Prohibitions:** Explicitly bans electric foot scooters on any public street with a posted speed limit of 35 mph or more.

**Action Requested**

This item is presented for Council review and discussion during the April 21st meeting. It is recommended that the Council consider adopting these detailed standards to resolve previous "loose ends" regarding definitions and enforcement clarity.

## **ORDINANCE NO. 8766**

**AN ORDINANCE OF THE CITY OF KEARNEY, NEBRASKA TO AMEND SECTION 3-301 "DEFINITIONS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND AND ADD DEFINITIONS; TO AMEND SECTION 8-312 "EQUIPMENT ON BICYCLES" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND ADD LANGUAGE; TO AMEND SECTION 8-313 "RIDING BICYCLES ON ROADWAYS, BICYCLE PATHS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE, LANGUAGE AND ADD SUBSECTIONS; TO AMEND SECTION 8-314 "RIDING BICYCLES ON SIDEWALKS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE, AMEND AND ADD LANGUAGE AND ADD SUBSECTIONS; TO AMEND SECTION 3-315 "CLINGING TO VEHICLES" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND LANGUAGE; TO AMEND SECTION 8-316 "TRUCKS PROHIBITED ON CERTAIN STREETS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND LANGUAGE; TO AMEND SECTION 8-317 "RIDING SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES ON SIDEWALKS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND LANGUAGE; TO ADD SECTIONS: 8-318 "ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE; EXEMPT"; SECTION 8-319 "ATVS, UTVS, AND GOLF CART VEHICLES; OPERATION PROHIBITED; EXCEPTIONS"; SECTION 8-320 "REQUIREMENTS FOR USE OF ALL TERRAIN AND UTILITY TYPE VEHICLES"; SECTION 8-321 "VIOLATIONS OF THIS SECTION"; OF ARTICLE ; PENALTY" TO ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CODE OF THE CITY OF KEARNEY; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith AND TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THIS ORDINANCE.**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KEARNEY, NEBRASKA:**

**Section 1.** That Section 8-301 “Definitions” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

### **8-301 DEFINITIONS**

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*ALLEY ENTRANCE:* The extension of the alley from the lot line to the street curbline.

*ALL-TERRAIN VEHICLE (ATV):* Any motorized off-highway vehicle which (i) is fifty inches or less in width, (ii) travels on three or more nonhighway tires, and (iii) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger.

*AUTHORIZED EMERGENCY VEHICLE:* Such Fire Department vehicles, Police vehicles and ambulances or rescue vehicles as are publicly owned and such other publicly or privately owned vehicles so designated by the City Manager.

*BICYCLE:* A transportation device with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power.

*CLASS I ELECTRIC BICYCLE:* A transportation device equipped with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power. It includes an electric motor that does not exceed 750 watts of power, produces no more than one brake horsepower, and is capable of propelling the bicycle at a maximum design speed of twenty miles per hour on level ground. The motor provides assistance only when the rider is pedaling and ceases to provide power when the bicycle reaches a speed greater than twenty miles per hour.

*CLASS II ELECTRIC BICYCLE:* A transportation device with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power. It includes an electric motor that does not exceed 750 watts of power, produces no more than one brake horsepower, and is capable of propelling the bicycle at a maximum design speed of twenty miles per hour on level ground. The motor may provide assistance whether or not the rider is pedaling, but it ceases to provide power when the bicycle reaches a speed greater than twenty miles per hour.

*CLASS III ELECTRIC BICYCLE:* A transportation device equipped with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power. It includes an electric motor that does not exceed 750 watts of power, produces no more than one brake horsepower, and is capable of propelling the bicycle at a maximum design speed of twenty-eight miles per hour on level ground. The motor provides assistance only when the rider is pedaling and ceases to provide power when the bicycle reaches a speed greater than twenty-eight miles per hour.

*CURB:* The boundaries of a street as defined by this section.

*DRIVE:* To ride, lead, drive, pull, push, propel or operate a horse or vehicle.

*DRIVER:* Any person operating, driving or controlling a vehicle or rider, driver or leader of a horse.

*ELECTRIC FOOT SCOOTER:* Any transportation device weighing less than one hundred pounds which is propelled exclusively by an electric motor, or in combination with the application of human power, and has one, two or three wheels, with or without handlebars, and a floorboard or foot pegs that can be stood upon while riding.

*ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE:* Any device that is self-balancing, two-nontandem-wheeled device, designed to transport only one person and containing an electric propulsion system with an average power of seven hundred fifty watts or one brake horsepower, whose maximum speed on a paved level surface, when powered solely by such a propulsion system, is less than twenty miles per hour.

*GOLF CART VEHICLE*: Any vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.

*HAULING TRAILERS*: Trailers customarily towed behind passenger cars or light pickup trucks for personal or commercial use.

*HORSE*: Any draft animal or beast of burden. *PARK*: The waiting or standing of a vehicle in any street except when such vehicle is waiting in compliance with the direction of a traffic officer or to meet driving emergencies.

*RAILWAY CROSSING*: That part of any street over which the tracks of a railway company shall cross such street, including that part of the street within twenty-five (25) feet of the outside of such track.

*RECREATIONAL VEHICLE*: Any motor propelled camping vehicle or towed camping trailer designed to be pulled or carried by a truck or vehicle, which is used for traveling and recreational activities; including boats and boat trailers. In no case shall a recreational vehicle be classed as a residence for the purposes of this Chapter or other ordinances of the City.

*RIGHT-OF-WAY*: The privilege of the immediate use of the street.

*STOP SIGN*: Any object placed in or near a street intersection with the word "stop" inscribed thereon.

*STREET*: That part of any public highway designed for traffic and shall include streets, avenues, alleys, drives, parkways, bridges, and public parking lots.

*STREET INTERSECTION*: That space occupied by two (2) streets at the point where they meet or cross each other, being the area within the prolongation of the lateral curblines, or lateral boundary lines of two (2) or more streets which join one another at an angle.

*TRUCK*: Any motor vehicle designed, used, or maintained primarily for the transportation of property and shall include semitractors, semitrailers, trucks exceeding five (5) tons gross weight, and school buses.

*UTILITY-TYPE VEHICLE (UTV)*: Any motorized off-highway vehicle which (A) is seventy-four inches in width or less, (B) is not more than one hundred eighty inches, including the bumper, in length, and (C) travels on four or more nonhighway tires.

*VEHICLE*: Any kind of conveyance capable of being propelled or driven on the street, whether propelled by manpower, animal or mechanical power and is not a bicycle, class I, II, or III electric bicycle, electric foot scooter, all-terrain, golf cart or utility-type vehicle.

**Section 2.** That 8-312 "Equipment on Bicycles" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-312 EQUIPMENT ON BICYCLES AND ELECTRIC BICYCLES**

- A. Any bicycle or class I, II, or III electric bicycle when in use at nighttime shall be equipped with a light on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front on a clear night and with a red reflector on the rear which shall be visible on a clear night from all distances between one hundred (100) feet and six hundred (600) feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle. A light emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in addition to such red reflector.
- B. Any bicycle or class I, II, or III electric bicycle used on a highway shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

**Section 3.** That Section 8-313 “Riding Bicycles on Roadways, Bicycle Paths” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-313 BICYCLES, ELECTRIC BICYCLES AND ELECTRIC FOOT SCOOTERS ON STREETS, BICYCLE PATHS AND CITY TRAILS**

- A. Any person who operates a bicycle, class I, II, or III electric bicycle or electric foot scooter upon a street shall ride as near to the right side of the street as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- B. Any person who operates a bicycle, class I, II, or III electric bicycle, or electric foot scooter upon a street shall clearly signal their intention for turning left and right by utilizing hand signals.
- C. Any person who operates a bicycle, class I, II, or III electric bicycle, or electric foot scooter upon a street shall not ride more than single file except on paths or parts of streets set aside for the exclusive use of bicycles, class I, II, or III electric bicycles, or electric foot scooters.
- D. It shall be lawful for any person to ride, use, or operate a bicycle, class I or class II electric bicycle, or electric foot scooter on City trails, unless such activity is expressly prohibited by posted signage or restricted through an ordinance adopted by the Kearney City Council. Such an ordinance may update the terms and permitted activities outlined in the City of Kearney Park Rules and Regulations.

**Section 4.** That Section 8-314 “Riding Bicycles on Sidewalks” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-314 GENERAL PROVISIONS FOR USE OF BICYCLES, ELECTRIC BICYCLES AND ELECTRIC FOOT SCOOTERS**

- A. It shall be lawful for any person to ride, use or operate any bicycle, class I, II, and III electric bicycle or electric foot scooter on any sidewalk space, or shared-use path within the City unless posted otherwise.
- B. Any person who rides, uses, or operates a bicycle, class I, II, and III electric bicycle or electric foot scooter upon a sidewalk, sidewalk space, or shared-use path shall do so at their own risk and shall yield the right-of-way to any and all pedestrians. Any person who rides, uses, or operates a bicycle, class I, II, or III electric bicycle, or electric foot scooter shall safely dismount and proceed on foot when approaching or encountering pedestrians.
- C. Any person who rides, uses, or operates a bicycle, class I, II, and III electric bicycle or electric foot scooter upon a sidewalk, sidewalk space, or shared-use path shall reduce speed when approaching crosswalks, driveways, or other crossings.
- D. It shall be unlawful for any person to ride, use or operate a bicycle, class I, II, and III electric bicycle or electric foot scooter:
  - 1. In a careless manner or without due caution in a manner as to endanger any person or property.
  - 2. In a negligent manner.
  - 3. In such a manner as to endanger or interfere with the lawful traffic or use of the streets.

**Section 5.** That Section 8-315 “Clinging to Vehicles” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-315 BICYCLES, ELECTRIC BICYCLES, ELECTRIC FOOT SCOOTERS, SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES ON DOWNTOWN SIDEWALKS**

It shall be unlawful for any person to ride, use or operate any bicycle, class I, II, and III electric bicycle, electric foot scooter, skateboard, roller skates or roller blades on a sidewalk or public parking lot within the boundaries of the downtown improvement and parking district as defined by section 3-1902 of Kearney City Code.

**Section 6.** That Section 8-316 “Trucks Prohibited on Certain Streets” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-316 CLINGING TO VEHICLES**

It shall be unlawful for any person to ride, use or operate any bicycle, class I, II, and III electric bike, electric foot scooter, coaster, roller skates, sled, skis, skateboard or toy vehicle and attach such or themselves to any vehicle upon a street; and no person shall hitch to or cling upon any vehicle which is in motion with or without the consent of the driver.

**Section 7.** That Section 8-317 “Riding Skateboards, Roller skates and Roller blades on Sidewalks” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-317 ELECTRIC FOOT SCOOTERS PROHIBITED ON CERTAIN STREETS**

It shall be unlawful for any person to ride, use or operate an electric foot scooter on any public street with a posted speed limit of 35 miles per hour or more.

**Section 8.** Add Section 8-318 “Electric Personal Assistive Mobility Device; Exempt” to Article 3 “General Traffic Regulations” of Chapter 8 “Police” to the Code of the City of Kearney, Nebraska, to read as follows:

**8-318 ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE; EXEMPT**

Notwithstanding any other provision of the Kearney City Code, electric personal assistive mobility devices shall be exempt from the requirements and restrictions set forth in Chapter 8, Article 3. This exemption applies to devices designed primarily for individuals with mobility impairments and operated in accordance with applicable state and federal accessibility laws and regulations.

**Section 9.** Add Section 8-319 “ATVs, UTVs and Golf Cart Vehicles; Operation Prohibited; Exceptions” to Article 3 “General Traffic Regulations” of Chapter 8 “Police” to the Code of the City of Kearney, Nebraska, to read as follows:

**8-319 ATVs, UTVs AND GOLF CART VEHICLES; OPERATION PROHIBITED; EXCEPTIONS**

- A. Except as provided in subsection B, C and D of this section, it shall be unlawful for any person to ride, use, or operate an all-terrain vehicle, golf cart vehicle, or utility-type vehicle on any street or sidewalk within the City.
- B. It shall be lawful for any person to ride, use, or operate an all-terrain vehicle, golf cart vehicle, or utility-type vehicle on any street or sidewalk within the City in a parade approved by the City or community event of a limited duration and such person shall not have to comply with the

requirements listed in Section 8-320 of Kearney City Code as authorized by Neb. Rev. Stat. § 60-6,356.

- C. It shall be lawful for any person to ride, use, or operate an all-terrain vehicle or utility-type vehicle on any street or sidewalk within the City for snow removal operations and such person shall comply with requirements outlined in Section 8-320 of Kearney City Code as authorized by Neb. Rev. Stat. § 60-6,356.
- D. It shall be lawful for any person to ride, use, or operate an all-terrain vehicle, golf cart vehicle, or utility-type vehicle on any street or sidewalk within the City for governmental operations by a political subdivision, university or utility operations by a private or public company and such person have to comply with the requirements listed in Section 8-320.

**Section 10.** Add Section 8-320 “Requirements for Use of All-Terrain and Utility Type Vehicles” of to Article 3 “General Traffic Regulations” of Chapter 8 “Police” to the Code of the City of Kearney, Nebraska, to read as follows:

**8-320 REQUIREMENTS FOR USE OF ALL-TERRAIN AND UTILITY-TYPE VEHICLES**

- A. As set forth in Neb. Rev. Stat. § 60-6,356, any person operating an all-terrain vehicle or a utility-type vehicle as authorized in Section 8-319 of Kearney City Code, shall:
  - 1. Have a valid Class O operator's license or a farm permit as provided in Neb. Rev. Stat. § 60-4,126;
  - 2. Have liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating such all-terrain vehicle or a utility-type vehicle on a street; and
  - 3. Not operate the all-terrain or utility-type vehicle at a speed in excess of thirty miles per hour.
- B. The person operating an all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.
- C. When operating an all-terrain vehicle or a utility-type vehicle as authorized in section 8-319, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

**Section 11.** Add Section 8-321 “Violations of this Section” to Article 3 “General Traffic Regulations” of Chapter 8 “Police” to the Code of the City of Kearney, Nebraska, to read as follows:

**8-321 VIOLATIONS OF THIS SECTION**

Any violation of any of the provisions of Chapter 8 Article 3 of the Code which is not otherwise specified or declared to be a misdemeanor or an infraction shall constitute a traffic infraction.

**Section 12.** It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Code of the City of Kearney, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

**Section 13.** That all ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.


**Section 14.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The

Mayor and City Council of the City of Kearney hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

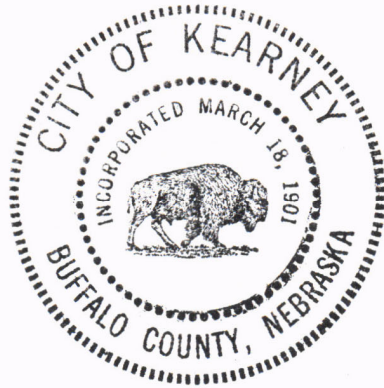
**Section 15.** This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law and shall be published in pamphlet form by authority of the City Council.

INTRODUCED BY COUNCIL MEMBER: Stratmann  
PASSED AND APPROVED THIS 14TH DAY OF OCTOBER, 2025.

ATTEST:

  
\_\_\_\_\_  
JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

  
\_\_\_\_\_  
PEGGY EYNETICH  
CITY CLERK

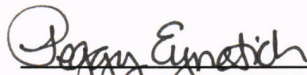


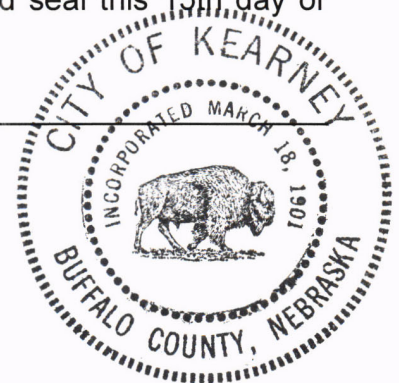
# CERTIFICATE

STATE OF NEBRASKA )  
COUNTY OF BUFFALO ) ss  
CITY OF KEARNEY )

I, Peggy Eynetich, City Clerk of the City of Kearney, Buffalo County, Nebraska, hereby certify that the attached is a true and correct copy of Ordinance No. 8766 amending Sections: 8-301 "Definitions"; 8-312 "Equipment on Bicycles"; 8-313 "Riding Bicycles on Roadways, Bicycle Path"; 8-314 "Riding Bicycles on Sidewalks"; 8-315 "Clinging to Vehicles"; 8-316 "Trucks Prohibited on Certain Streets"; and 8-317 "Trucks Prohibited on Certain Streets"; and adding Sections: 8-319 "ATVs, UTVs, and Golf Cart Vehicles; Operation Prohibited, Exceptions"; 8-320 "Requirements for Use of All-Terrain and Utility-Type Vehicles"; and 8-321 "Violations of this Section" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, which was passed and approved by the President and City Council on the 14th day of October, 2025 and ordered published in pamphlet form by the authority of the Council on October 14, 2025, with copies being made available to the public on such date at the Office of the City Clerk and the Public Library.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and seal this 15th day of October, 2025.

  
PEGGY EYNETICH,  
CITY CLERK



## ORDINANCE NO. 8766

AN ORDINANCE OF THE CITY OF KEARNEY, NEBRASKA TO AMEND SECTION 3-301 "DEFINITIONS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND AND ADD DEFINITIONS; TO AMEND SECTION 8-312 "EQUIPMENT ON BICYCLES" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND ADD LANGUAGE; TO AMEND SECTION 8-313 "RIDING BICYCLES ON ROADWAYS, BICYCLE PATHS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE, LANGUAGE AND ADD SUBSECTIONS; TO AMEND SECTION 8-314 "RIDING BICYCLES ON SIDEWALKS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE, AMEND AND ADD LANGUAGE AND ADD SUBSECTIONS; TO AMEND SECTION 3-315 "CLINGING TO VEHICLES" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND LANGUAGE; TO AMEND SECTION 8-316 "TRUCKS PROHIBITED ON CERTAIN STREETS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND LANGUAGE; TO AMEND SECTION 8-317 "RIDING SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES ON SIDEWALKS" OF ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO AMEND SECTION TITLE AND LANGUAGE; TO ADD SECTIONS: 8-318 "ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE; EXEMPT"; SECTION 8-319 "ATVS, UTVS, AND GOLF CART VEHICLES; OPERATION PROHIBITED; EXCEPTIONS"; SECTION 8-320 "REQUIREMENTS FOR USE OF ALL TERRAIN AND UTILITY TYPE VEHICLES"; SECTION 8-321 "VIOLATIONS OF THIS SECTION"; OF ARTICLE ; PENALTY" TO ARTICLE 3 "GENERAL TRAFFIC REGULATIONS" OF CHAPTER 8 "POLICE" OF THE CODE OF THE CITY OF KEARNEY, NEBRASKA; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CODE OF THE CITY OF KEARNEY; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith AND TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KEARNEY, NEBRASKA:

**Section 1.** That Section 8-301 “Definitions” of Article 3 “General Traffic Regulations” of Chapter 8 “Police” of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-301 DEFINITIONS**

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**ALLEY ENTRANCE:** The extension of the alley from the lot line to the street curbline.

**ALL-TERRAIN VEHICLE (ATV):** Any motorized off-highway vehicle which (i) is fifty inches or less in width, (ii) travels on three or more nonhighway tires, and (iii) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger.

**AUTHORIZED EMERGENCY VEHICLE:** Such Fire Department vehicles, Police vehicles and ambulances or rescue vehicles as are publicly owned and such other publicly or privately owned vehicles so designated by the City Manager.

**BICYCLE:** A transportation device with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power.

**CLASS I ELECTRIC BICYCLE:** A transportation device equipped with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power. It includes an electric motor that does not exceed 750 watts of power, produces no more than one brake horsepower, and is capable of propelling the bicycle at a maximum design speed of twenty miles per hour on level ground. The motor provides assistance only when the rider is pedaling and ceases to provide power when the bicycle reaches a speed greater than twenty miles per hour.

**CLASS II ELECTRIC BICYCLE:** A transportation device with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power. It includes an electric motor that does not exceed 750 watts of power, produces no more than one brake horsepower, and is capable of propelling the bicycle at a maximum design speed of twenty miles per hour on level ground. The motor may provide assistance whether or not the rider is pedaling, but it ceases to provide power when the bicycle reaches a speed greater than twenty miles per hour.

**CLASS III ELECTRIC BICYCLE:** A transportation device equipped with two, three, or four wheels; a saddle or seat for the rider; and fully operative pedals for propulsion by human power. It includes an electric motor that does not exceed 750 watts of power, produces no more than one brake horsepower, and is capable of propelling the bicycle at a maximum design speed of twenty-eight miles per hour on level ground. The motor provides assistance only when the rider is pedaling and ceases to provide power when the bicycle reaches a speed greater than twenty-eight miles per hour.

**CURB:** The boundaries of a street as defined by this section.

**DRIVE:** To ride, lead, drive, pull, push, propel or operate a horse or vehicle.

**DRIVER:** Any person operating, driving or controlling a vehicle or rider, driver or leader of a horse.

**ELECTRIC FOOT SCOOTER:** Any transportation device weighing less than one hundred pounds which is propelled exclusively by an electric motor, or in combination with the application of human power, and has one, two or three wheels, with or without handlebars, and a floorboard or foot pegs that can be stood upon while riding.

**ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE:** Any device that is self-balancing, two-nontandem-wheeled device, designed to transport only one person and containing an electric propulsion system with an average power of seven hundred fifty watts or one brake horsepower, whose maximum speed on a paved level surface, when powered solely by such a propulsion system, is less than twenty miles per hour.

GOLF CART VEHICLE: Any vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.

**HAULING TRAILERS:** Trailers customarily towed behind passenger cars or light pickup trucks for personal or commercial use.

**HORSE:** Any draft animal or beast of burden. **PARK:** The waiting or standing of a vehicle in any street except when such vehicle is waiting in compliance with the direction of a traffic officer or to meet driving emergencies.

**RAILWAY CROSSING:** That part of any street over which the tracks of a railway company shall cross such street, including that part of the street within twenty-five (25) feet of the outside of such track.

**RECREATIONAL VEHICLE:** Any motor propelled camping vehicle or towed camping trailer designed to be pulled or carried by a truck or vehicle, which is used for traveling and recreational activities; including boats and boat trailers. In no case shall a recreational vehicle be classed as a residence for the purposes of this Chapter or other ordinances of the City.

**RIGHT-OF-WAY:** The privilege of the immediate use of the street.

**STOP SIGN:** Any object placed in or near a street intersection with the word "stop" inscribed thereon.

**STREET:** That part of any public highway designed for traffic and shall include streets, avenues, alleys, drives, parkways, bridges, and public parking lots.

**STREET INTERSECTION:** That space occupied by two (2) streets at the point where they meet or cross each other, being the area within the prolongation of the lateral curblines, or lateral boundary lines of two (2) or more streets which join one another at an angle.

**TRUCK:** Any motor vehicle designed, used, or maintained primarily for the transportation of property and shall include semitractors, semitrailers, trucks exceeding five (5) tons gross weight, and school buses.

UTILITY-TYPE VEHICLE (UTV): Any motorized off-highway vehicle which (A) is seventy-four inches in width or less, (B) is not more than one hundred eighty inches, including the bumper, in length, and (C) travels on four or more nonhighway tires.

**VEHICLE:** Any kind of conveyance capable of being propelled or driven on the street, whether propelled by manpower, animal or mechanical power and is not a bicycle, class I, II, or III electric bicycle, electric foot scooter, all-terrain, golf cart or utility-type vehicle.

**Section 2.** That 8-312 "Equipment on Bicycles" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-312 EQUIPMENT ON BICYCLES AND ELECTRIC BICYCLES**

- A. Any bicycle or class I, II, or III electric bicycle when in use at nighttime shall be equipped with a light on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front on a clear night and with a red reflector on the rear which shall be visible on a clear night from all distances between one hundred (100) feet and six hundred (600) feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle. A light emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in addition to such red reflector.
- B. Any bicycle or class I, II, or III electric bicycle used on a highway shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

**Section 3.** That Section 8-313 "Riding Bicycles on Roadways, Bicycle Paths" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-313 RIDING BICYCLES, ELECTRIC BICYCLES AND ELECTRIC FOOT SCOOTERS ON ROADWAYS, STREETS, BICYCLE PATHS AND CITY TRAILS**

- A. Any person who operates a bicycle, class I, II, or III electric bicycle or electric foot scooter upon a roadway street shall ride as near to the right side of the roadway street as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- B. Any person who operates a bicycle, class I, II, or III electric bicycle, or electric foot scooter upon a street shall clearly signal their intention for turning left and right by utilizing hand signals.
- ~~B.~~ C. Any person who ~~rides~~ operates a bicycle, class I, II, or III electric bicycle, or electric foot scooter upon a roadway street shall not ride more than single file except on paths or parts of roadway streets set aside for the exclusive use of bicycles, class I, II, or III electric bicycles, or electric foot scooters.
- ~~C.~~ D. ~~Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use such roadway.~~ It shall be lawful for any person to ride, use, or operate a bicycle, class I or class II electric bicycle, or electric foot scooter on City trails, unless such activity is expressly prohibited by posted signage or restricted through an ordinance adopted by the Kearney City Council. Such an ordinance may update the terms and permitted activities outlined in the City of Kearney Park Rules and Regulations.

**Section 4.** That Section 8-314 "Riding Bicycles on Sidewalks" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-314 RIDING GENERAL PROVISIONS FOR USE OF BICYCLES, ON SIDEWALKS ELECTRIC BICYCLES AND ELECTRIC FOOT SCOOTERS**

- A. It shall be lawful for any person to ride, use or operate any bicycle, class I, II, and III electric bicycle or electric foot scooter on any sidewalk space, or shared-use path within the City unless posted otherwise.
- B. Any person who rides, uses, or operates a bicycle, class I, II, and III electric bicycle or electric foot scooter upon a sidewalk, sidewalk space, or shared-use path shall do so at their own risk and shall yield the right-of-way to any and all pedestrians. Any person who rides, uses, or operates a bicycle, class I, II, or III electric bicycle, or electric foot scooter shall safely dismount and proceed on foot when approaching or encountering pedestrians.
- C. Any person who rides, uses, or operates a bicycle, class I, II, and III electric bicycle or electric foot scooter upon a sidewalk, sidewalk space, or shared-use path shall reduce speed when approaching crosswalks, driveways, or other crossings.
- D. It shall be unlawful for any person to ride, use or operate a bicycle, class I, II, and III electric bicycle or electric foot scooter:
1. In a careless manner or without due caution in a manner as to endanger any person or property.
  2. In a negligent manner.
  3. In such a manner as to endanger or interfere with the lawful traffic or use of the streets.

**Section 5.** That Section 8-315 "Clinging to Vehicles" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-315 CLINGING TO VEHICLES BICYCLES, ELECTRIC BICYCLES, ELECTRIC FOOT SCOOTERS, SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES ON DOWNTOWN SIDEWALKS**

~~Any person who rides upon any bicycle, coaster, roller skates, sled, skis, skateboard or toy vehicle shall not attach such or himself/herself to any vehicle upon a roadway; and no person shall hitch to or cling upon any vehicle which is in motion with or without the consent of the driver. It shall be unlawful for any person to ride, use or operate any bicycle, class I, II, and III electric bicycle, electric foot scooter, skateboard, roller skates or roller blades on a sidewalk or public parking lot within the boundaries of the downtown improvement and parking district as defined by section 3-1902 of Kearney City Code.~~

**Section 6.** That Section 8-316 "Trucks Prohibited on Certain Streets" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-316 TRUCKS PROHIBITED ON CERTAIN STREETS CLINGING TO VEHICLES**

~~It shall be unlawful to drive any truck, except for the purpose of making a delivery and then for one (1) block only, on any street so designated by resolution and properly sign-posted. Fire, service and maintenance vehicles operated by the City or public utility companies are specifically excluded from the provisions of this section. It shall be unlawful for any person to ride, use or operate any bicycle, class I, II, and III electric bike, electric foot scooter, coaster, roller skates, sled, skis, skateboard or toy vehicle and attach such or themselves to any vehicle upon a street; and no person shall hitch to or cling upon any vehicle which is in motion with or without the consent of the driver.~~

**Section 7.** That Section 8-317 "Riding Skateboards, Roller skates and Roller blades on Sidewalks" of Article 3 "General Traffic Regulations" of Chapter 8 "Police" of the Code of the City of Kearney, Nebraska, is hereby amended to read as follows:

**8-317 RIDING SKATEBOARDS, ROLLER SKATES AND ROLLER BLADES ON SIDEWALKS ELECTRIC FOOT SCOOTERS PROHIBITED ON CERTAIN STREETS**

~~It shall be unlawful for any person to ride, use or operate any skateboard, roller skates or roller blades on any street, sidewalk or public parking lot within the boundaries of the downtown improvement and parking district as defined by section 3-1902 of this Code. It shall be unlawful for any person to ride, use or operate an electric foot scooter on any public street with a posted speed limit of 35 miles per hour or more.~~

**Section 8.** Add Section 8-318 "Electric Personal Assistive Mobility Device; Exempt" to Article 3 "General Traffic Regulations" of Chapter 8 "Police" to the Code of the City of Kearney, Nebraska, to read as follows:

**8-318 ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE; EXEMPT**

Notwithstanding any other provision of the Kearney City Code, electric personal assistive mobility devices shall be exempt from the requirements and restrictions set forth in Chapter 8, Article 3. This exemption applies to devices designed primarily for individuals with mobility impairments and operated in accordance with applicable state and federal accessibility laws and regulations.

**Section 9.** Add Section 8-319 “ATVs, UTVs and Golf Cart Vehicles; Operation Prohibited; Exceptions” to Article 3 “General Traffic Regulations” of Chapter 8 “Police” to the Code of the City of Kearney, Nebraska, to read as follows:

**8-319 ATVs, UTVs AND GOLF CART VEHICLES; OPERATION PROHIBITED; EXCEPTIONS**

- A. Except as provided in subsection B, C and D of this section, it shall be unlawful for any person to ride, use, or operate an all-terrain vehicle, golf cart vehicle, or utility-type vehicle on any street or sidewalk within the City.
- B. It shall be lawful for any person to ride, use, or operate an all-terrain vehicle, golf cart vehicle, or utility-type vehicle on any street or sidewalk within the City in a parade approved by the City or community event of a limited duration and such person shall not have to comply with the requirements listed in Section 8-320 of Kearney City Code as authorized by Neb. Rev. Stat. § 60-6,356.
- C. It shall be lawful for any person to ride, use, or operate an all-terrain vehicle or utility-type vehicle on any street or sidewalk within the City for snow removal operations ~~between the hours of sunset and sunrise~~ and such person shall comply with requirements outlined in Section 8-320 of Kearney City Code as authorized by Neb. Rev. Stat. § 60-6,356.
- D. It shall be lawful for any person to ride, use, or operate an all-terrain vehicle, golf cart vehicle, or utility-type vehicle on any street or sidewalk within the City for governmental operations by a political subdivision, university or utility operations by a private or public company and such person shall not have to comply with the requirements listed in Section 8-320.

**Commented [PE1]:** After discussion Council voted to approve Ordinance but requested this verbiage relating to hours be removed. Amendment included in Council Member Straatmann’s motion - 10/15/2025 - ple

**Section 10.** Add Section 8-320 “Requirements for Use of All-Terrain and Utility Type Vehicles” of to Article 3 “General Traffic Regulations” of Chapter 8 “Police” to the Code of the City of Kearney, Nebraska, to read as follows:

**8-320 REQUIREMENTS FOR USE OF ALL-TERRAIN AND UTILITY-TYPE VEHICLES**

- A. As set forth in Neb. Rev. Stat. § 60-6,356, any person operating an all-terrain vehicle or a utility-type vehicle as authorized in Section 8-319 of Kearney City Code, shall:
  - 1. Have a valid Class O operator’s license or a farm permit as provided in Neb. Rev. Stat. § 60-4,126;
  - 2. Have liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating such all-terrain vehicle or a utility-type vehicle on a street; and
  - 3. Not operate the all-terrain or utility-type vehicle at a speed in excess of thirty miles per hour.
- B. The person operating an all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.
- C. When operating an all-terrain vehicle or a utility-type vehicle as authorized in section 8-319, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

**Section 11.** Add Section 8-321 "Violations of this Section" to Article 3 "General Traffic Regulations" of Chapter 8 "Police" to the Code of the City of Kearney, Nebraska, to read as follows:

**8-321 VIOLATIONS OF THIS SECTION**

Any violation of any of the provisions of Chapter 8 Article 3 of the Code which is not otherwise specified or declared to be a misdemeanor or an infraction shall constitute a traffic infraction.

**Section 12.** It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Code of the City of Kearney, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

**Section 13.** That all ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

**Section 14.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of Kearney hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**Section 15.** This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law and shall be published in pamphlet form by authority of the City Council.

**INTRODUCED BY COUNCIL MEMBER:** \_\_\_\_\_  
**PASSED AND APPROVED THIS 14TH DAY OF OCTOBER, 2025.**

**ATTEST:**

\_\_\_\_\_  
**JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR**

\_\_\_\_\_  
**PEGGY EYNETICH  
CITY CLERK**

## MEMORANDUM

**TO:** Mayor Matt Thompson and Members of the City Council

**FROM:** Brandy Bolter

**DATE:** April 15, 2026

**SUBJECT:** Overview of General Municipal Spending Authority

As we prepare for the upcoming discussion on spending authority, it is helpful to have a baseline understanding of the legal and procedural boundaries that govern how municipal funds are allocated. While specific actions vary by project, the following principles represent the standard framework for municipal government spending.

### The "Public Purpose" Doctrine

The most fundamental rule of municipal finance is that public funds may only be spent for a public purpose. This means any expenditure must provide a benefit to the community at large rather than a specific private interest. Allowed expenditures typically include:

- Infrastructure & Utilities: Maintenance and expansion of roads, sewers, and water systems.
- Public Safety: Funding for police, fire, and emergency services.
- Administration: Salaries for city officers and employees, as well as necessary office space and equipment.
- Quality of Life: Support for libraries, parks, and recreational facilities.

### Statutory & Legal Authority

Municipalities do not have unlimited power to spend; their authority is granted by state law and local code:

- Mayor-Council Authority: In many Nebraska cities, the Mayor has the authority to appoint officers or initiate actions, but the approval and consent of the City Council is often required to finalize appointments or financial commitments.
- Nebraska Revised Statutes: Specific statutes (such as Neb. Rev. Stat. § 17-107) outline the powers of city officials to manage municipal affairs.

### Procedural Safeguards

To ensure transparency and accountability, municipal spending generally follows a strict procedural path:

- Annual Budget Compliance: All expenditures must fall within the appropriations established in the City's annual budget.
- Claims Approval: The City Council typically reviews and approves a "List of Claims" (bills) during regular meetings before payments are disbursed.

- Competitive Bidding: For larger projects or purchases, state law often requires a competitive bidding process to ensure the City receives the best value for taxpayer dollars.
- Funding Sources: Spending may be covered by local tax revenue, but larger infrastructure projects often rely on federal and state funding sources.

### **Summary**

In short, for an expenditure to be "allowed," it must be for a public purpose, authorized by law or code, and approved through the proper parliamentary channels of the Council.

**MEMORANDUM**

**TO:** Mayor and City Council, City of Yutan

**FROM:** Office of the City Administrator

**DATE:** April 21, 2026

**RE:** Fiscal Modernization: Local Option Sales Tax and Corridor Annexation Strategy

**I. Objective**

This report outlines administrative recommendations for diversifying the City of Yutan’s revenue base. Currently, the municipal budget relies on a high concentration of property tax receipts. The objective is to evaluate a 1.5% local option sales tax and the integration of the Highway 92 commercial corridor into city limits to achieve long-term fiscal stability.

**II. Current Revenue Context & Projections**

Nebraska’s destination-based sourcing ensures that a local sales tax captures revenue from both local storefronts and online deliveries to Yutan residents. Based on current economic data, the following range represents anticipated net annual revenue:

Revenue Stream	Conservative Estimate	Realistic Estimate
Online/Marketplace Deliveries	\$85,000	\$105,000
Local Retail (Current Footprint)	\$40,000	\$55,000
Digital/Streaming Services	\$15,000	\$18,000
Hwy 92 Corridor (If Annexed)	\$25,000	\$38,000
Projected Annual Total	\$165,000	\$216,000

**III. Infrastructure Alignment (NDOT Project CN 13552)**

The Nebraska Department of Transportation (NDOT) has scheduled stakeholders meeting for **April 29<sup>th</sup>, 2026**, regarding the **\$250–\$300 million expansion of Highway 92** into a four-lane expressway. This office will attend to verify projected traffic counts. The expansion represents a significant increase in infrastructure demand; a local option sales tax is the most efficient mechanism to capture revenue from pass-through traffic to offset these future maintenance costs.

**IV. Proposed Allocation Model**

To align with taxpayer interests, I recommend a **70/30 allocation** of net proceeds:

- Property Tax Relief (70%):** Estimated at **\$115,000–\$151,000**. These funds will be used to reduce the municipal property tax request. For a median Yutan property (\$280k), this represents a projected annual savings of **\$340–\$410**.
- Capital Sinking Fund (30%):** Estimated at **\$50,000–\$65,000**. Pursuant to Neb. Rev. Stat. § 19-1301, these funds will be restricted to major street reconstruction and municipal utility maintenance.

## V. Strategic Implementation Options

The Council has two primary pathways regarding the annexation of the Highway 92 commercial properties (including the Dollar General parcel).

### Option A: Simultaneous Implementation (Aggressive)

- **Action:** Proceed with the annexation process concurrently with the ballot initiative.
- **Benefit:** Captures sales tax revenue from the highway corridor on the very first day the tax becomes operative (estimated April 1, 2027).
- **Risk:** The City assumes responsibility for municipal services immediately, regardless of the election outcome.

### Option B: Sequenced Implementation (Conditional)

- **Action: Delay formal annexation until the sales tax is ratified by voters. \* Administrative Rationale:** This option protects the City's General Fund. We would not expand the municipal service area or assume the associated liabilities until the funding mechanism (the 1.5% tax) is guaranteed.
- **Process:** If voters approve the tax in November 2026, the Council would move to annex the corridor in December 2026. Because annexation can be completed by ordinance, the corridor would still be integrated in time for the 120-day State notice period.

## VI. Procedural Timeline

- **April 29th, 2026:** Administrator attends NDOT Stakeholders meeting to gather traffic/access data.
- **June 2026:** City Council Workshop to finalize "Plan for Services" and ballot language.
- **September 1, 2026:** Statutory deadline to file the certified Resolution with the County Clerk.
- **November 3, 2026:** General Election.
- **April 1, 2027:** Anticipated go-live date for tax collection.

## VII. Recommendation

It is the recommendation of this office that the Council directs staff to prepare the necessary documentation for **Option B**. This sequenced approach ensures that the City only expands its commercial footprint once a sustainable revenue source is secured by a mandate of the residents.

Yutan Public Library Board Minutes  
Monday, April 6, 2026 at 6:30PM  
Location: Yutan Public Library

Notice of meeting was posted at the Post Office, City Office, and the Library by Brandy Bolter.

1. Call to Order  
The meeting was called to order at 6:29 PM by President Michelle Dahlhauser. Dahlhauser advised that the Open Meeting Act is posted on the West wall. Dahlhauser also read a meeting code of conduct.
2. Roll Call: Elizabeth Casey, Kelsey Chittenden, Michelle Dahlhauser, and Lynn Hapke were present.  
Absent: Dawn Ford  
Also present: Director Laurie Van Ackeren
3. Liz Casey read a personal comment regarding meeting efficiency.
4. Consent Agenda:  
A motion was made by Hapke to table the March minutes until a correction was considered regarding public comment. Seconded by Chittenden. Yeas-Chittenden, Casey, Dahlhauser, Hapke. No-none.  
Motion carried.
5. Bills and Financial Report  
Dahlhauser commented that the snails cost the library an hourly wage, and mileage in addition to the cost of the snails. It was motioned by Chittenden to approve the claims, with the exception of the mileage for the snails. Seconded by Casey. Yeas-Chittenden, Casey, Dahlhauser, Hapke. No-none.  
Motion carried.  
  
It was requested that Director Van Ackeren scan all receipts and send them to each board member via email by the Wednesday that precedes the board meeting.
6. Open Discussion from the Public  
Lesli Pool: commented on the need for respect during the meetings.  
  
Karen Fisher: Shared disapproval of a change in the library hours as well as disapproval of snacks and candy coming out of the Library Foundation funds. Karen also stated that she believes all board members should have and use a library card. Lastly, Karen commended Director Van Ackeren's effort and ability to help patrons.  
  
City Council member Brett Lawton: Thanked Director Van Ackeren and the board and spoke in support of using the city office for Library Board meetings.
7. Action Items
  - a. Emergency and Safety Policy  
Motioned by Casey and seconded by Hapke to approve the Emergency and Safety Policy.  
Yeas- Chittenden, Casey, Dahlhauser, Hapke. No-none. Motion carried.
  - b. Board meeting location  
Hapke motioned to move Library Board Meetings to the city office. Seconded by Casey. Yeas-Chittenden, Casey, Dahlhauser, Hapke. No-none. Motion carried.
8. Discussion Item
  - a. Statutory Requirements for the Library Board Annual Report  
Dahlhauser explained that the report given at the city council meeting in January was missing the financial reports. Yutan City Administrator notified to inform that it needs to be included in order to meet state requirements.
  - b. NebrasKard  
Director Van Ackeren answered questions and gave clarification regarding the NebrasKard.  
This is a free service in which Yutan Public Library is a part of.

- c. Library Hours  
Chittenden shared statistics from public libraries across the state of Nebraska that have a similar population as Yutan. Chittenden also shared examples of hours that could be used as a starting point. Dahlhauser spoke on the benefits of consistency of library hours.
- d. Email Policy-The board had no questions regarding the email policy.
- e. Options for Director Report presentation  
Chittenden spoke in favor of a template for the directors report. Hapke commented that board members should also stop into the library to witness the happenings.
- f. The new receipt procedure was tabled until more information is provided.

#### 9. Director Report

- a. The March statistics and bibliostat summary, included in the meeting packet, was reviewed by board members.
- b. May Programs and estimated costs  
The upcoming programs for the month of May include puzzle night and a wildlife program in addition to the regularly scheduled craft night, book club, and coffee hour. The library will once again partner with Yutan Public Schools for a stuffed animal sleepover for pre-schoolers. Cookies will be donated for this event as government funds cannot be used for food items.
- c. Trainings  
AI training in Seward-approved by the board  
CASTL Meeting in Tecumseh over InterLibrary Loan- not approved by the board as it is not a program that is popularly utilized.
- d. Director Van Ackeren attended the March CASTL meeting in Wilber. The topic was NebrasKard.
- e. New Materials Purchase Request  
Casey stated some of the reading materials that are being requested are popular new releases that are much anticipated by readers. Discussion was had about the requested movies. Director Van Ackeren stated the movies will be used for a summer program. The board approved the purchase of requested materials with the exception of The Good Dinosaur as it will be loaned by a board member.  
  
Dahlhauser requested a report from Apollo with data on how many checkouts there have been on the new books purchased in 2025. Dahlhauser provided directions to Director Van Ackeren on how to access this report on Apollo.

#### 10. Items for Next Meeting Agenda

- a. May Action Item: March minutes
- b. Library hours–discussion

#### 11. Adjournment

- a. Meeting Adjourned at 8:12 with a motion from Hapke. Seconded by Chittenden. Yeas- Chittenden, Casey, Dahlhauser, Hapke. No-none. Motion carried.

The next regular Library Board Meeting will be May 4th, 2026 at 6:30PM at the Yutan City Office.

Submitted by: Kelsey Chittenden

**CITY OF YUTAN MAINTENANCE DEPARTMENT  
MONTHLY REPORT**

**SEWER DEPARTMENT**

1. Sewer service repair Anderson & Cedar
2. Got a tester to perform annual influent testing at lift station.
3. Filled pot holes
4. Pushed up tree pile

**STREETS**

1. Street sweeper started work in town 4/13/26
2. Continue to fill pot holes
3. Received call about silt coming up from panel on Broken Arrow drive.

**WATER**

1. Sergeant drilling performed annual well inspections. (need to flush wells every 2-3 months) (grease every month)
2. Dig ticket locates

**PARKS**

1. Painted lines on fields
2. Turned water on at Itan bathrooms in garage building. 3. Turned water on to Hayes bathrooms and repaired broken pipe.

**NEXT MONTH**

1. Paint double line on 2nd street
2. Overflow water tower
3. Influent testing at lift station
4. Spray fields and town 2-4-D
5. Open splashpad

6. Fix pipe in Itan concession stand bathroom.
7. Mulch parks
8. Finish slats at pickleball court

14-Apr-2026

C.Cardin



# Yutan Police Department

112 Vine Street  
P.O. Box 215  
Yutan, Nebraska 68073

Office: (402) 625-2468  
Fax: (402) 625-2112  
Email: YutanPD@cityofyutan.com

## Chief's Report for March 2026:

Quick stats for March:

Hours worked: 262                      Business Checks: Yutan 672 Mead 457  
Mileage: 1,382

## Department Information:

- As you see I am switching over to a new report format for the monthly report. If there is any other information you wish to see in the future, please let me know.
- Officers have been focusing on various areas in Yutan and Mead that citizens have provide information of improper driving patterns.
- You may have noticed officer Russell has been putting in a bunch of hours since her return from military duty. Bad news for us, she has accepted a full-time position with the La Vista police department. We will miss her and wish her the best with her new career. She is has volunteered to come back and help with federal and state data reporting in the future.
- Last month we saw a few more intakes for Yutan. Investigator Engel and other officers have done a great job of investigating these intakes and working with various outside resources as needed.
- Officer Spitsnogle and Chief Luthy assisted Yutan Fire Department with a mock accident at the school to help educate high schoolers on the danger along with consequences distracted and impaired driving.
- Chief Luthy attended an Autism training in Wahoo. This training helps officers recognize citizens whom may not be able to communicate as well as other, if they can communicate at all.
- Some information about our officers:
  - Law enforcement years of service.

▪ T. Hannan-33 years	▪ J. Owens-27 years
▪ B. Spitsnogle-26 years	▪ T. Luthy-22 years
▪ L. Metschke-22 years	▪ C. Engel-19 years
▪ M. Corrigan-18 years	▪ C. Mirch- 17 years
▪ K. Russell-12 years	▪ A. Bates-10 years
▪ K. Kennebeck-8 years	▪ D. Leuck-5 years
▪ J. Reier-5 years	
  - As you see we have a lot of years of experience within our department.

# MEMORANDUM

FROM: Robert Costa, Community Planner  
TO: City Council & Mayor of Yutan, Nebraska  
DATE: April 15, 2026  
SUBJECT: **Community Planner's April 2026 Report**

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The City's recently-updated ETJ is now shown on Saunders County's gWorks webmap, which should clarify the boundary for everyone and assist with clearer communication of permitting jurisdictions.

With the legislative session reaching conclusion (the session officially ends "sine die" on Friday, April 17th), there haven't been *significant* changes impacting us this year. LB798 was passed on Thursday, April 9th; this would allow the city council to be composed of combined at-large and by-ward representation. If signed into law this week, the revised statute will become effective in autumn, at which point the council or our citizenry can act on it, if they wish to. *The League is already preparing for next year; please come see me to discuss ideas you may have for statutory changes to improve our community.*

My long-term focus remains on the three key projects that I have been talking about in my prior reports to you. I have a basic timeline for completion of those projects.

**Comprehensive Plan (current/active: ending July or later):** Despite how mentally challenging it has been to wade through its language to find substance, review of the Comprehensive Plan could have significant results. The Planning Commission began reviewing the plan this week and will continue doing so for a few months before we officially present potential changes to you. We intend to improve the plan's effectiveness and align it with our community's current goals. What gets added to the plan will inform the next set of projects. Subsequently, finding targeted funding for these goals/projects is something I have on the front of my mind.

**Building Code Updates & Inspector Certification (May to September):** Another dense document I spend my time with is the commercial/industrial building code. I am actively studying to obtain the "B2" commercial building inspector certification and am hopeful to have that done before October. Meanwhile, I have been forming ideas to align our building codes with state requirements and simplifying their administration.

**Subdivision Regulations Update (Upon Completion of the Comp Plan, poss. Aug to Dec):** The completion of the comprehensive plan's review/update will better inform what revisions occur to our requirements for land division, but I already have a list of things to correct, modify, and improve.

# City Clerk & Treasurer's Monthly Report

**To:** Mayor and Yutan City Council

**From:** Brandy Bolter, City Clerk & Treasurer

**Date:** April 16, 2026

**Subject:** Monthly Departmental Activity & Administrative Update

## 1. Professional Development & Administration

- **Municipal Clerks Institute & Academy:** I have returned from the 2026 Institute (March 16–20). The training provided critical updates on Nebraska municipal accounting and Open Meetings Act compliance, which will be instrumental as we begin the 2026-2027 budget cycle.
- **Election Coordination:** We are finalizing preparations for the May Primary. Residents are reminded that May 1 is the final day for in-person voter registration at the Saunders County level.
- **Administrative Oversight:** Our office assisted Public Works in coordinating the emergency traffic alert for the Cedar Drive and Vine Street road closure on April 13. We handled resident inquiries regarding the sewer line repair and detour routes.

## 2. 2026 Licensing & Community Outreach

- **Mobile Pet Clinic Success (April 11):** The collaborative clinic with the Village of Mead was highly effective.
  - **Tags Issued:** 22 city pet tags were issued on-site.
  - **Participation:** We saw a healthy turnout from Yutan and Mead residents, as well as several out-of-town participants who utilized the clinic services.
- **UTV/Golf Cart Registration:** We continue to process 2026 tags. Residents are encouraged to schedule their law enforcement inspections soon to ensure they are ready for the summer season.

## 3. Utility Billing & Fiscal Administration

Our office is maintaining a high-touch approach to utility collections and resident assistance programs.

- **Senior Citizen Discount Program:** I am pleased to report that 52 residents have now successfully signed up for the senior citizen utility discount. This program continues to be a vital resource for our older community members.
- **March/April Collection Activity:**
  - **Notices:** In March, our office issued 43 late letters and delivered 17 door hangers.

- **Status:** These efforts successfully brought most accounts current. We are now down to just seven residents who remain past due. We are working with these individuals to resolve balances before further action is necessary.
- **Auto-Pay Enrollment:** We continue to encourage auto-pay to reduce the number of physical notices required each month.

#### 4. Summer Planning & Upcoming Events

- **City-Wide Garage Sales (June 4–6):** Registration is officially open. Addresses will be compiled into the community map starting next month.
- **Spring Clean-Up Day (June 13):** Planning is moving forward for the second Saturday in June. Final logistics for the drop-off site are being coordinated with our waste management partners.

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#### Looking Ahead

During the month of May, our primary focus will be supporting the May 12 Primary Election and drafting the 2026-2027 Preliminary Budget for the Council's first review.

**Respectfully Submitted,**

*Brandy Bolter*

**City Clerk & Treasurer, City of Yutan**

Administrator's Report

**TO:** Mayor and City Council Members

**FROM:** Bob Oliva, City Administrator

**DATE:** April 16, 2026

**SUBJECT:** Monthly Administrative Update – April 2026

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### 1. Infrastructure & Utilities

- **Kinetic:** We are still awaiting a response from Kinetic regarding the technical questions previously submitted. Once these are received, we will proceed with coordinating the public forum.
- **Water Tower Equipment (Verizon):** The Verizon project is moving forward, and the contract is scheduled for execution at the April meeting.

### 2. Parks and Recreation

- **Concession Stand:** The concession stand has been reopened. Brase Electric has completed the necessary electrical work, and the associated costs are included in this month's claims.
- **BNSF Railroad & Open Space:** Tree removal in the wildflower area has been completed. City staff will maintain the space until this fall, when the seeding process is scheduled to take place.
- **Pavilion:** An inquiry was recently made regarding reserving the pavilion for a wedding. Is this a process the city would like to reimplement?

### 3. Economic Development & Planning

- **Blight Study & Deblight:** Kyle was approached with questions concerning Tax Increment Financing (TIF) and how these funds are managed. I have created a short summary sheet to explain the process.
- **CRA Update:** I have been working with our TIF attorney to review the financial recording and progress of each issued TIF Note. Additionally, the annual TIF report has been submitted to the appropriate taxing authorities.



April 9, 2026

City Council  
City of Yutan  
112 Vine St.  
Yutan, NE 68073

Saunders County Agricultural Society  
P.O. Box 311  
Yutan, NE 68073

Board of Education  
ESU #2  
2320 N Colorado Ave.  
Fremont, NE 68025

Board of Supervisors  
County of Saunders  
433 N Chestnut Street  
Wahoo, NE 68066

Board of Governors  
Southeast Community College  
301 S. 68<sup>th</sup> Street Place, 5<sup>th</sup> Floor  
Lincoln, NE 68510

Board of Directors  
Lower Platte N NRD  
511 Commercial Park  
Wahoo, NE 68066

Board of Education  
Schools  
1200 2nd Street  
Yutan, NE 68073

Timothy Drews  
Union Township Chairman  
672 County Rd. N  
Yutan, NE 68073

Yutan Rural Fire Yutan Public  
Protection District#12  
P.O. Box 111  
Yutan, NE 68073

RE: City of Yutan Tax Increment Financing (TIF) Report

Dear Governing Body,

Pursuant to Nebraska Revised Statute §18-2117.02, which was passed in 2018 with LB 874, I am submitting the following report regarding the progress of redevelopment projects in the City of Yutan that have been financed in whole or in part by the division of taxes as provided under section §18-2147, commonly known as Tax Increment Financing (TIF). I will break this report up based on each sub-point of §18-2117.02.

*§18-2117.02-(1) The total number of redevelopment projects within the city that have been financed in whole or in part through the division of taxes as provided in section §18-2147.*

The City of Yutan has six (6) active redevelopment projects financed through TIF:

- |                                   |      |
|-----------------------------------|------|
| 1) Itan Parkview Phase 1          | 2014 |
| 2) M. Sudbeck Homes Phase 1       | 2015 |
| 3) M. Sudbeck Homes Phase 2       | 2017 |
| 4) M. Sudbeck Homes Phase 3       | 2020 |
| 5) Thompson Redevelopment Project | 2016 |
| 6) Mason Creek Apartments II      | 2023 |



§18-2117.02-(2) *The total estimated project costs for all such redevelopment projects.*

	<u>Project Cost</u>
1) Itan Parkview Phase 1	\$ 2,200,000
2) M. Sudbeck Homes Phase 1	\$12,000,000*
3) M. Sudbeck Homes Phase 2	\$12,000,000*
4) M. Sudbeck Homes Phase 3	\$12,000,000*
5) Thompson Redevelopment Project	\$ 350,000
6) Mason Creek Apartments II	\$ 2,440,000

**\*Note:** The projected cost for all three phases of the Melvin Sudbeck Homes project is \$12 million. Phase 1 started in 2015, Phase 2 started in 2017, and Phase 3 started in 2020.

§18-2117.02-(3) *The estimated amount of outstanding indebtedness related to each such redevelopment project and an estimated date by which such indebtedness is expected to be paid in full.*

The following consists of the project related costs to each TIF project and estimated date to be paid in full. Series A Note and Series B Note indebtedness for each project.

	<u>Project</u>	<u>Indebtedness</u>	<u>Paid in Full</u>
1) Itan Parkview Phase 1	A Note	\$ 196,875.00	Dec. 2029
2) M. Sudbeck Homes Phase 1	Redeveloper TIF	\$ 305,311.63	Dec. 2030
3) M. Sudbeck Homes Phase 1	Paving (B Note)	\$ 276,430.00	Dec. 2030
4) M. Sudbeck Homes Phase 2	Redeveloper TIF	\$ 406,885.53	Dec. 2032
5) M. Sudbeck Homes Phase 2	Paving (B Note)	\$ 197,264.35	Dec. 2032
6) M. Sudbeck Homes Phase 3	Redeveloper TIF	\$ 462,089.26	Dec. 2035
7) M. Sudbeck Homes Phase 3	Paving (B Note)	\$ 179,463.79	Dec. 2035
8) Thompson Redevelopment	Redeveloper TIF	\$ 41,873.56	Dec. 2031
9) Mason Creek Apartments II	Redeveloper TIF	\$ 174,234.22	Dec. 2039
10) Mason Creek Apartments II	Redeveloper TIF	\$ 266,966.23	Dec. 2039

§18-2117.02-(4) *A comparison between the initial projected valuation of property included in each such redevelopment project as described in the redevelopment contract and the assessed.*

The following consists of the projected final valuation of each TIF project upon completion of the project (as listed in the Redevelopment Contracts) vs. the valuation of the project as of January 1, 2026.

	<u>Projected Valuation</u>	<u>Actual Valuation*</u>
1) Itan Parkview Phase 1	\$ 2,800,000	\$ 5,228,401.00
2) M. Sudbeck Homes Phase 1	\$ 4,200,000	\$ 9,271,326.00
3) M. Sudbeck Homes Phase 2	\$ 4,000,000	\$ 7,792,418.00
4) M. Sudbeck Homes Phase 3	\$ 3,600,000	\$ 7,708,386.00
5) Thompson Redevelopment Project	\$ 450,000	\$ 527,482.00
6) Mason Creek Apartments II	\$ 2,440,000	\$ 1,358,351.00



**\*Note:** The Saunders County Assessor is required to submit their 2026 Assessed Valuations to the State by mid-March. The State then has until May 1<sup>st</sup> to verify or change these values. Therefore, the above values are tentative assessed valuations subject to change after May 1<sup>st</sup>.

*§18-2117.02(5) – The number of such redevelopment projects approved by the governing body in the previous calendar year.*

None

*§18-2117.02(6) – Information specific to each such redevelopment project approved by the governing body in the previous calendar year, including the project area, project type, amount of financing approved, and total estimated project costs.*

No new projects in 2025.

*§18-2117.02(7) – The number of such redevelopment projects for which financing has been paid in full during the previous calendar year and for which taxes are no longer being divided pursuant to section §18-2147.*

There was no redevelopment project paid off in 2025.

*§18-2117.02(8) – The percentage of the city that has been designated as blighted.*

A Blight and Substandard study was completed by the City of Yutan in March of 2026 and resulted in the declaration of 49% of the area within the City's corporate limits as blighted and substandard. Nebraska state law allows for Cities of the Second Class, such as Yutan, to declare up to 50% of the total area of their corporate limits as blighted and substandard.

If you have any further questions or concerns, please contact me at [administrator@cityofyutan.com](mailto:administrator@cityofyutan.com) or at (531) 910-7908.

Sincerely

*Robert L. Oliva*

**Bob Oliva**

City Administrator  
City of Yutan  
[administrator@cityofyutan.com](mailto:administrator@cityofyutan.com)  
531 910 7908