

Agenda
Yutan City Council
Tuesday, December 17th, 2024
7:00 P.M. – Yutan City Hall

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

7:00 Meeting to Order

Statement from the Mayor Regarding the Posted Location of Open Meetings Act

Statement from the Mayor Regarding the Meeting Code of Conduct

Roll Call

Pledge of Allegiance

1) Consent Agenda

- a. Approve Minutes of the November 19, 2024, Regular Meeting
- b. Treasurers report
- c. Claims

2) Public Hearing

- a. Public Hearing-Uniform Policy for Elected and Appointed Officials, Employees and Volunteers Awards and Recognition Dinner.

3) Action Items

- a. Resolution 2024-11 A Uniform Policy Authorizing a Recognition Dinner and Setting a Dollar Limit on the Value of any Plaque, Certificate of Achievement, or Item of Value to be provided.
- b. Resignation of Will Smith from the Planning Commission

4) Adjournment Sine Die

- a. The term *adjournment sine die* refers to the close of a session of several meetings: where the adjournment dissolves the assembly as in the case of a session of a legislative or by the bylaws or constitution of a body. The motion should be similar to the following. *"I move that we adjourn sine die."* This motion is made only after any unfinished business that has been carried forward has been addressed.

5) Transition to New Council Meeting

- a. Restate Open Meetings Act and Code of Conduct is posted as referenced
- b. Roll Call

6) Reorganization

- a. Swearing in New Council Members
 - i. Council Members
 - Jon Chittenden-East Ward
 - Will Smith-West Ward
- b. Elect Council President

- c. Appointments of the following positions
 - i. City Administrator/TIF Administrator
 - ii. City Clerk/Treasurer
 - iii. Police Chief
 - iv. Utility Superintendent
 - v. Community Planner, Building Inspector, and Zoning Administrator
 - vi. City Attorney
 - vii. City Engineer
- d. Appoint Council Members to Standing Committees
 - i. Parks & Recreation
 - ii. Building/Zoning
 - iii. Personnel & Finance
 - iv. Utilities/Streets/Police/Ordinance
- e. Appoint a Nuisance Hearing Officer for the City of Yutan
- f. Designate Physical Posting locations at the Yutan City Office, Post Office, and First State Bank Yutan as the Method of the Published Notice of the Time and Place of Each Meeting.
- g. Designate First State Bank-Yutan as the Qualifying Financial Institution for the Deposit of All Funds of the City
- h. Submittal of Conflict-of-Interest Forms
- i. Authorize Mayor to Sign the Retainer Agreement for City Attorney

7) Open Discussion

- 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.

8) Presentation from guest

- a. Denis Maggart from LIGHT-Discussion of health insurance for employees.

9) Public Hearings

- a. Ordinance 810-Vacation of Mason Acres II
 - i. Staff Reporting
 - ii. Public Hearing
 - iii. Ordinance 810

10) Resolutions

- a. Resolution 2024-12 to Authorize Membership in the League Insurance Government Health Team (LIGHT)

11) Other Action Items

- a. League Insurance Government Health Team Interlocal Agreement
- b. League Insurance Government Health Team Membership Agreement
- c. Reappointment of Kevin Shea to Planning Commission
- d. Acceptance of Change Order #2 for the 1st and Poplar Street Project
- e. Acceptance of Change Order #3 for the 1st and Poplar Street Project
- f. Acceptance of pay application #6 and Final payment to HD Utilities & Grading in the

amount of \$21,353.86

12) Discussion Items

13) Supervisor's Reports

- a. Library
- b. Police Department
- c. Utility Superintendent
- d. Occupation Tax Report – City Clerk/Treasurer
- e. Community Planner
- f. City Administrator

14) Items for Next Meeting

Agenda Meeting Adjourned

NEXT MEETING DATES

Planning Commission- January 14th, 2024, 7:00 P.M.

City Council Meeting-January 21st, 2024, 7:00 P.M.

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

Yutan City Council
Tuesday, November 19th, 2024
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 19th DAY OF NOVEMBER 2024, 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, Chittenden, and Peterson were present. Council President Schimenti was absent. 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 October 22nd, 2024 Regular Meeting
- b. Treasurer's Report
- c. Claims-**All Phase Electric** \$570.00, **All Star Plumbing** \$1975.00, **ARCS-LLC** \$3625.28, **Bauer Built** \$80.00, **Benefit Plans Inc.** \$426.25, **Bomgaars** \$289.99, **Bromm, Lindahl, Freeman-Caddy & Lausterer** \$1108.50, **Capital Business Systems** \$177.10, **Cardmember Services** \$4767.20, **Churchich Recreation** \$1628.46, **Column Software PBC** \$85.66, **CS Concrete LLC** \$1032.50, **Cubbys** \$413.92, **Culligan** \$84.25, **Drop In LLC** \$369.15, **Eakes** \$1364.93, **ECS Technology Solutions** \$316.00, **Engel, Vicki** \$270.00, **Highway Signing Inc.** \$5693.25, **Hometown Leasing** \$69.74, **Hydro Optimization & Automation Solutions** \$1229.75, **Jefferies, Christina** \$19.43, **JEO** \$2605.00, **LARM** \$813.87, **League of Nebraska Municipalities** \$3897.00, **Lowes** \$126.79, **MUD** \$55.30, **Midwest Labs** \$80.40, **Municipal Supply Inc.** \$1991.04, **Nebraska Municipal Clerks Association** \$100.00, **One Call Concept** \$14.78, **OPPD** \$4638.59, **Pitney Bowes** \$242.40, **Power Manager** \$7934.75, **Purchase Power** \$421.32, **Quality Irrigation** \$2160.00, **Road Runner Transportation** \$370.75, **Russell, Kristen** \$25.17, **The Lincoln Financial Life Insurance** \$334.36, **Thiele Geotech Inc.** \$1748.00, **Turf Pros Inc.** \$2305.18, **Uline** \$439.11, **United States Treasury** \$20421.19, **US Cellular** \$310.18, **Van Ackeren, Laurie** \$265.52, **Wilke Plumbing** \$125.00. **Total w/o Payroll** \$80,263.58. **Payroll** \$32,229.32. **Total w/Payroll** \$112,492.90.
- d. A motion to approve the consent agenda was made by Chittenden and seconded by Peterson. Upon roll call vote was as follows: YEAH: Lawton, Schimenti, Chittenden, Peterson. NO: None, Motion Carried

2) Open Discussion from the Public

- a. Will Smith- Was wondering if the Yutan police could be on duty during school drop offs and pickups, due to traffic backing up and causing issues. Mayor Thompson asked Chief Hannan if we could figure out a way to direct them. Council member Peterson stated that maybe placing cones and having the police work with the school on how to direct traffic may help. Smith stated that there used to be rock between the schools and maybe placing that again could help with this issue. Mayor Thompson said that he would reach out to Rex about the issue.
- b. Ken Davis-Believes he is standing in the way of the park board changing and is verbally resigned from the park board.

3) Presentation From Guests

- a. John Hassett with Advance Gaming-Keno app
 - i. Wanted to discuss with the board that the state passed a bill to allow the use of your phone to play keno and that they have been developing a keno app that is almost ready to use. Mr. Hassett would like to use the Rooster as a test site for the app and wanted to ask the council for approval. Council member Peterson asked if they could do it at the Rooster or at home. Mr. Hassett stated that they have to be at the location and that there is an age verification and believes the Rooster would be a good spot to test the app out due to how it is always busy. Mayor Thompson asked if there was a cost for the City. Mr. Hassett stated there is no cost to the City. Mr. Hassett believes this is the way that keno will start to go just like how jukeboxes are now controlled through phone play. Council member Schimenti asked how the age verification will work and how tight the geofence will be for the app. Mr. Hassett stated that you will have to use your ID to verify your age in order to play and as of right now he does not know how tight the geofencing will be until the state evaluates it.

4) Ordinances and Public Hearing

- a. Ordinance 809-To Repeal Provisions for the Park and Forestry Board and Replace with the Creation of a Park Advisory Board.
 - i. Staff Reporting
 - ii. Public Hearing -Opened at 7:12 p.m.- Justin Barney wanted to address that everyone who has already been on the Park Board and put in their time and effort into the board gets a good look when it comes to selecting new members for the Park Advisory Board, especially Ken Davis who has put in a lot of time and effort. Public Hearing Closed at 7:13 p.m.
 - iii. Ordinance 806
 - iv. A motion to approve the first reading of Ordinance 809 and to waive the next two readings was made by Schimenti and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Schimenti, Chittenden, Peterson, Lawton. NO: None, Motion Carried.

5) Resolutions

- a. Resolution 2024-9 Year-end Certification of City Street Superintendent
 - i. Appointment of Steve Parr, JEO Consulting Group, as City Street Superintendent.
 - ii. A motion to approve Resolution 2024-9 Year-End Certification of City Street Superintendent and the appointment of Steve Parr, JEO Consulting Group, as

City Street Superintendent was made by Chittenden and seconded by Lawton. Upon roll call vote was as follows: YEAH: Chittenden, Peterson, Lawton, Schitmenti. NO: None, Motion Carried

- b. Resolution 2024-10 Keno Renewal with Advance Gaming
 - i. A motion to approve Resolution 2024-10 Keno Renewal with Advance Gaming was made by Schimenti and seconded by Peterson. Upon roll call vote was as follows: YEAH: Peterson, Lawton, Schimenti, Chittenden. NO: None, Motion Carried.

6) Other Action Items

- a. Appointment of JEO Consulting Group as the City Engineer for 2025
 - i. A motion to approve the appointment of JEO Consulting Group as the City Engineer for 2025 was made by Chittenden and seconded by Lawton. Upon roll call vote was as follows: YEAH: Lawton, Schitmenti, Chittenden, Peterson. NO: None. Motion Carried
- b. Approval of the OMNI pay voucher for \$130, 035.13
 - i. A motion to approve the pay voucher to OMNI in the amount of 130,035.13 was made by Schimenti and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Schitmenti, Chittenden, Peterson, Lawton. NO: None, Motion Carried.
- c. Approval of Pay Application #5 to HD Utilities and Grading in the amount of \$53,408.29
 - i. A motion to approve pay application #5 to HD Utilities and Grading in the amount of 53,408.29 was made by Lawton and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Chittenden, Peterson, Lawton, Schitmenti. NO: None, Motion Carried.
- d. Approval of pay voucher to Cody's Custom Concrete in the amount of \$57,929.63.
 - i. A motion to approve a pay voucher to Cody's Custom Concrete in the amount of \$57,292.63 was made by Lawton and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Lawton, Schimenti, Chittenden, Peterson. NO: None, Motion Carried.
- e. Certificate of Substantial Completion and Punch List for 1st and Poplar Street Project
 - i. A motion to approve the Certificate of Substantial Completion and Punch List for 1st and Poplar Street Project was made by Chittende and seconded by Schimenti. Upon roll call vote was as follows: YEAH: Peterson, Lawton, Schitmenit, Chittenden. NO: None, Motion Carried.

7) Discussion Items

Administrator Oliva-wanted to bring to the council's attention that he received plans for health insurance from LIGHT and wanted them to know that there are really good plans that we could do at the same cost as the HRA's. The way that it came out is that we are top tier rated and that most plans are 500-600 a month and that there are options for cash in lue. Council member Peterson asked about the cash in lue and what that is for. Administrator Oliva explained that if an employee already has insurance through a family member they can have the cash in lue of taking the insurance. Mayor Thompson and the Council asked Administrator Oliva to work on getting a plan together for health insurance for the next council meeting.

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

9) **Items for Next Meeting Agenda**

Meeting Adjourned-A motion to adjourn at 7:33 p.m. was made by Lawton and seconded by Chittenden. Upon roll call vote was as follows: YEAH:Schimtenit, Chittenden, Peterson, Lawton. NO: None, Motion Carried.

NEXT MEETING DATES
Planning Commission - December 10th, 2024, 7:00 P.M.
City Council Meeting - December 17th, 2024, 7:00 P.M.

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Matt Thompson, Mayor

Brandy Bolter, City Clerk/Treasurer

Vendor	Amount	Discription	Account
All Star Plumbing	\$750.00	Curb stop repair	80690
ARCS-LLC	\$2,088.03	Google workspace and Rugged laptop for PD investigators	11900, 10310
Axon Enterprise Inc.	\$6,670.13	Body Cameras for Police Department	11400
Bomgaars	\$664.08	Street Supplies, Water Supplies, and Uniforms	20240, 20660, 20920, 21070, 80260
Brite Ideas Decorating	\$663.75	Holiday decorations for City Hall	20940
Cardmember Service	\$1,723.99	Credit Card Statement	Multiple Accounts
Column Software PBC	\$171.19	Newspaper Publishing	10330
Cubby's	\$573.00	Gas expense	11240, 20240, 80240, 90240
Daniels Construction	\$525.00	Stacking of tree pile	10090
DataShield	\$56.00	Office Shreading	10260
Des Moines Stamp	\$24.50	Name Plate for new council member	10260
Drews Farms	\$1,323.40	Combine and trucking for farm ground	90780
Eakes	\$1,399.92	Copier usage and document website	10310
ECS Technology Solutions	\$188.00	Microsoft 365 and Domain Registration	10310
Engel, Vicki	\$270.00	Office Cleaning	10260
HomeTown Leasing	\$69.74	Copier Lease	10680
JEO Consulting Group	\$1,817.50	1st and Poplar Street Project	21050
League of Risk Management	\$308.03	Insurance for new police utv	11060
Lowe's	\$236.49	Park, Water, and Street supplies	14390, 80260, 20260
Mahrt, Mary	\$150.00	Deposit Return	80090, 90090
Metropolitan Utilites District	\$108.86	Gas Utilities for shop	20820
Midwest Laboratories Inc.	\$431.14	Lagoon Discharge testing	90790
Nebraska Department of Environment and Energy	\$26,597.41	SRF Loan repayment for clean water	90150
Nebraska Department of Environment and Energy	\$11,497.93	SRF Loan repayment for drinking water	80150
Nebraska Department of Revenue	\$930.96	Nebraska Sales and Use Tax Form 10	80810
NMC CAT	\$691.93	Skid loader repairs	14340, 20830, 80690, 90690
Nebraska Public Health Environmental Lab	\$46.00	Water Testing	80640
Nebraska Rural Water Association	\$350.00	Annual membership dues	80170, 90170
Nebraska Truf Products	\$481.25	Fertilizer for ballfields	14260
One Call Concepts	\$10.78	location fees	80270
OPPD	\$4,890.78	Electric bill	Multiple Accounts
Ortmeier and Associates	\$18,000.00	2024 Audit Fees	10160
P & R Sales	\$30,250.00	Police UTV	11400
Purchase Power	\$312.43	Postage	80260, 90260
RoadRunner Transportation	\$370.75	Trash Services	20810
The Lincoln National Life Insurance Company	\$334.36	Life Insurance	1007F
United States Treasury	\$12,054.58	Tax filing for form 941 payroll taxes	1007F
U.S. Cellular	\$106.18	Cellphone and Tablet bill	10080, 90080, 11080
Total w/o Payroll	\$127,138.09		
Payroll	\$45,628.84		
Total w/Payroll	\$172,766.93		



Alerts

Stay Alert

Know about changes to your finances and online security. Choose when and what alerts you get by email or text message.

Accounts

<u>GENERAL ACCOUNT</u> **3377	Available balance \$303,163.51	Recent ▼
<u>***6578 BOND FUND</u> **6578	Available balance \$83,292.48	Recent ▼
<u>***7725 RESERVE ACCOUNT</u> ****7725	Available balance \$88,608.58	Recent ▼
<u>KENO CHECKING ACCT **7959</u> ****7959	Available balance \$121,480.39	Recent ▼
<u>WATER BILL **7948</u> ****7948	Available balance \$121,571.79	Recent ▼
<u>22 MONTH CD **5415</u> ****5415	Current balance \$106,474.86	Recent ▼
<u>CITY OF YUTAN **3101</u> ****3101	Current balance \$200,393.76	Recent ▼
<u>CITY OF YUTAN **3103</u> ****3103	Current balance \$370,217.03	Recent ▼
<u>COMM REDEVELOPMENT **5469</u> ****5469	Available balance \$249,469.91	Recent ▼
<u>CRUISER PURCHASE & BLDG IMPR **8435</u> ****8435	Principal balance \$57,181.24	Recent ▼
<u>FINANCE TIF FROM CITY OF YUTAN</u> ****7345	Principal balance \$48,880.22	Recent ▼
<u>PUR 2023 GMC SIERRA+ACCESSORIE **8407</u>	Principal balance	

402,000.20

Recent ▼

ROAD PAVEMENT **8579

****8579

Principal balance

\$550,034.47

Recent ▼

STREET IMPROVEMENTS **8325

****8325

Principal balance

\$618,607.78

Recent ▼

TERM SPLASH PAD TIF **7609

****7609

Principal balance

\$151,628.60

Recent ▼

Pay Or Transfer

Internal

ACH

ACH import

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: Public Hearing-Recognition Dinner

A public hearing must be held for the expenditure of any public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including anyone serving on local government boards or commissions. This public hearing is to set the limit amount for the banquet dinner, which shall not exceed \$50 per person and does not include alcoholic beverages. This hearing is also to set the limit amount for any plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, volunteers, including persons serving on the local government boards or commissions.

Action Item - A public hearing will be opened to discuss the limit amounts for the dinner and awards. Then a resolution will be passed to set the amounts.

13-2203. Additional expenditures; governing body; powers; procedures.

In addition to other expenditures authorized by law, each governing body may approve:

(1)(a) The expenditure of public funds for the payment or reimbursement of actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the boundaries of the local government, if the governing body gave prior approval for participation or attendance at the event and for payment or reimbursement either by the formal adoption of a uniform policy or by a formal vote of the governing body. Authorized expenses may include:

(i) Registration costs, tuition costs, fees, or charges;

(ii) Mileage at the rate allowed by section 81-1176 for travel by personal automobile, but if travel by rental vehicle or commercial or charter means is economical and practical, then authorized expenses shall include only the actual cost of the rental vehicle or commercial or charter means. The governing body may establish different mileage rates based on whether the personal automobile usage is at the convenience of the local government or at the convenience of the local government's elected or appointed official, employee, or volunteer; and

(iii) Meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the governing body; and

(b) Authorized expenditures shall not include expenditures for meals of paid members of a governing body provided while such members are attending a public meeting of the governing body unless such meeting is a joint public meeting with one or more other governing bodies;

(2) The expenditure of public funds for:

(a) Nonalcoholic beverages provided to individuals attending public meetings of the governing body; and

(b) Nonalcoholic beverages and meals:

(i) Provided for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident;

(ii) Provided for any volunteers during or immediately following their participation in any activity approved by the governing body, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal; or

(iii) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers of the local government. The maximum cost per person for such dinner

shall be established by formal action of the governing body, but shall not exceed fifty dollars. An annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them **in combination, if authorized by the governing body;** and

(3) The expenditure of public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions. Before making any such expenditure, the governing body shall, by official action after a public hearing, establish a uniform policy which sets a dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded. Such policy, following its initial adoption, shall not be amended or altered more than once in any twelve-month period.

Source:Laws 1993, LB 734, § 11; Laws 2018, LB1036, § 1; Laws 2019, LB609, § 1.

A GUIDELINE TO THE
USE OF PUBLIC FUNDS BY CITIES AND VILLAGES - REVISED

On September 11, 1992 the Nebraska Accountability and Disclosure Commission adopted a document entitled Use of Public Funds by Cities and Villages. The original use of the public funds document was the result of a suggestion by the League of Nebraska Municipalities. Over the years, the Commission and its staff had received a number of inquiries as to whether the use of public funds would be permissible by a municipality under certain circumstances. The League of Nebraska Municipalities also regularly received inquiries on this subject. The League in turn often contacted the Commission staff for its opinion regarding a specific inquiry. The League suggested that there would be a benefit to Nebraska's municipal officials and municipal employees if the Commission would take a public position in areas in which questions constantly reoccur. On June 9, 1993 the Governor signed into law LB734 which included the Local Government Miscellaneous Expenditure Act. It is found at §13-2201 through §13-2204 of the State Statutes. This new act provides a legal basis for certain types of expenditures for which there previously had been no statutory authority or for which there had been questionable legal authority. Thus, a number of the responses found in the original use of public funds document are now inaccurate.

The following are general responses to general questions. A variety of circumstances could change the responses. It is possible that there are exceptions to some of the positions set forth below. There is no substitute for careful analysis of a specific problem with all of the relevant circumstances and factors considered.

Prior to considering the questions submitted, there are some general rules which may be beneficial to municipal officials and municipal employees. They are:

- A) The manner in which government does business sometimes is, and must be, different from the way that private industry does business.
- B) The government body expending public funds should always be able to articulate the statutory or other legal basis for the expenditure. "We've always done it this way" is not a legal basis.
- C) A government body expending public funds should always be able to articulate the public purpose served by the expenditure.
- D) Government resources are for government purposes only.

Question #1 - Is a city official permitted to use public funds to purchase meals for officials or staff?

Response - Under certain circumstances, yes. The Local Government Miscellaneous Expenditure Act provides that public funds may be spent for meals under the following circumstances:

- a) If the meal is part of the actual and necessary expenses incurred by the official or employee at educational workshops, conferences, training programs, official functions, hearings or meetings (whether within or without the municipal limits). The governing body must give approval prior to the expense being incurred either by formal vote or by the adoption of a uniform policy.

- b) Meals and nonalcoholic beverages may be provided to individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations including tornado, severe storm, fire, accident, etcetera.

The governing body may not expend public funds for meals of paid members of a governing body provided while the members are attending a public meeting of the governing body unless the meeting is a joint public meeting with one or more other governing bodies.

Question #2 - May municipal funds be used to provide cash bonuses in recognition of excellence, provide cash incentives for not using sick leave, or provide cash incentives for exemplary safety records?

Response - These uses of public funds are permissible. However, they are all likely to be considered compensation by the Internal Revenue Service. Cities and villages have the authority to establish compensation policies for city employees. A municipality may wish to consider establishing policies in this area if it intends to use any of the foregoing incentives.

Question #3 - May municipal funds be used to purchase plaques, certificates, and similar tokens of acknowledgement or appreciation for public officials, public employees, and citizens serving on municipal boards, etcetera?

Response - Yes. However, before making any such expenditure, the governing body shall, by official action after a public hearing, establish a uniform policy which sets a dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded. The policy may not be amended or altered more than once in any twelve month period.

Question #4 - May municipal funds be used to pay conference registration fees, travel expenses, and actual and necessary expenses of officials or staff in connection with their attendance at conferences for training purposes?

Response - Yes.

Question #5 - May a municipality expend funds to pay the expenses of a spouse of a public employee or public official in connection with attendance at a conference?

Response - No. There is no statutory authority for such an expenditure. The Local Government Miscellaneous Expenditure Act specifically prohibits using public funds to pay the expenses of a spouse of an elected or appointed official. The Accountability and Disclosure Act prohibits the use of public funds for the financial benefit of an immediate family member of a public official or public employee. See §49-14,101(4).

Question #6 - May municipal funds be expended for flowers and memorials for deceased elected officials, employees or their families?

Response - No.

Question #7 - May municipal funds be used to sponsor a municipal employee basketball or softball team?

Response - No.

Question #8 - May municipal funds be used to purchase uniforms^b and shoes for police, fire and public works employees?

Response - This is a tax question. Detailed provisions exist in the Internal Revenue Code regarding an employer providing uniforms and shoes to an employee. This is a matter upon which a municipality should consult a tax professional.

Question #9 - May municipal funds be used to pay for Christmas parties and other social functions for employees?

Response - No.

Question #10 - May municipal funds be used to pay for a recognition dinner for elected officials and employees?

Response - Yes. The Local Government Miscellaneous Expenditure Act provides that one recognition dinner each year may be held for elected and appointed officials, employees, or volunteers of the local government. It provides, however, that the maximum cost per person for the dinner must be established by formal action of the governing body and may not exceed \$25.

Question #11 - May a municipality use its share of the money received from vending machines on municipal property for Christmas parties and similar events for employees?

Response - No. The money would be public funds. Municipalities often have a variety of income sources other than taxes. Examples of these sources of income are sewer and water funds, funds generated by the sale of electricity, funds generated by admission fees to municipal swimming pools, and the like. All of these are public funds.

Question #12 - May funds generated by the recycling of aluminum pop cans generated by city employee pop purchases be used to pay for Christmas parties for municipal employees?

Response - Yes. Strictly speaking, these aluminum cans are the property of the purchasing employee. It is permissible to allow city employees to voluntarily deposit their aluminum cans in a bin or receptacle on city property. The proceeds of the sale of the cans belong to the city employees and they can use the proceeds for whatever they will.

Question #13 - May a municipality expend public funds to pay for Christmas decorations and other promotional decorations for downtown or other shopping areas?

Response - Yes. Section 13-315 permits cities and villages to engage in publicity campaigns for a variety of purposes including exploiting of the commercial resources of the city or village.

Question #14 - Is the municipality permitted to use public funds to contribute to chambers of commerce?

Response - Yes. Municipalities carry out their functions in a variety of ways. Sometimes these functions are carried out through private organizations such as the local chamber of commerce. However, money may not be given to a private organization (a chamber of commerce or otherwise) by a municipality if the money is directed to a project in which the municipality itself has no authority to engage. Simply stated, a municipality may not do through a private organization that which it is prohibited from doing itself.

Adopted by the Nebraska Accountability and
Disclosure Commission
September 17, 1993

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN,
NEBRASKA ESTABLISHING A UNIFORM POLICY AUTHORIZING A
RECOGNITION DINNER AND SETTING A DOLLAR LIMIT ON THE VALUE OF
ANY PLAQUE, CERTIFICATE OF ACHIEVEMENT, OR ITEM OF VALUE TO BE
PROVIDED AND TO BE AWARDED TO ELECTED OR APPOINTED OFFICIALS,
EMPLOYEES OR VOLUNTEERS**

WHEREAS, Neb. Rev. Stat. §13-2203 provides that a governing body of a city may, after public hearing, establish a uniform policy setting a dollar limit on the value on the expenditure of public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions; and

WHEREAS, Neb. Rev. Stat. §13-2203 further authorizes a city to provide for one recognition dinner each year for elected and appointed officials, employees, or volunteers of the local government at a maximum cost of \$50; and alcoholic beverages shall not be allowed to be paid for by the city; and

WHEREAS, the City Council and Mayor have held a public hearing to address the recognition policy and authorization for recognition dinner and believe it to be in the best interest of the City to establish such policies and limits as required by law to express appreciation,

NOW THEREFORE, IT IS HEREBY RESOLVED by the Mayor and the City Council for the City of Yutan as follows:

1. The findings hereinabove are incorporated herein.
2. That the City shall provide for one recognition dinner each year for elected and appointed officials, employees and volunteers with a maximum cost per person for such dinner in the amount of \$_____, which shall not include alcoholic beverages.
3. That plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions shall not exceed \$_____ in value per person.
4. That this policy may not be amended or altered more than once in any twelve-month period. The policy shall remain in effect until amended by further resolution.

PASSED AND APPROVED THIS 17th day of December 2024.

CITY OF YUTAN, Nebraska

Matthew Thompson,
Mayor

Attest:

Brandy Bolter, City Clerk

Memorandum

To: Mayor and City Council
From: Brandy Bolter-City Clerk
Date: 12/12/24
Re: Resignation of Will Smith

Seeking a motion to accept the resignation of Will Smith from the Planning Commission Board.

Action: A motion and a second



Robert Costa <rcosta@cityofyutan.com>

Planning commission Resignation

Will Smith <will.smith@mmm.com>
To: Robert Costa <rcosta@cityofyutan.com>

Tue, Dec 10, 2024 at 7:41 PM

Please accept this letter as my formal notice of my resignation from my position as member of the Yutan Planning Commission. I will be joining the Yutan City Council, so I will not be able to serve on the Commission.

Thank you for the opportunity to Serve on the Commission the last 20+ years. Whilst the post had had its challenges, it has been a pleasure to serve. Thank you for the opportunity and experience. I wish the City and Planning Commission all the best for the future.

Regards,

Will Smith

Will Smith
302 Maple St.
Yutan, NE 68073
Mobile: +1 402-679-9804
will.smith@mmm.com

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 12/12/24
Re: Swearing in of new council members

Swearing in of new and reappointed council members:
West Ward-Will Smith
East Ward-Jon Chittenden

Action Item - Reading of the oath of office

OATH OF OFFICE

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

“I, _____, do solemnly swear that I will support the constitution of the United States and the constitution of the State of Nebraska, against all enemies foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for the purpose of evasion; and that I faithfully and impartially perform the duties of the office of _____, according to law and to the best of my ability. And I do further swear that I do not advocate nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.”

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 12/12/24
Re: Appointment of City Council President

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

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

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: Appointment of City Officials

The following positions are up for reappointment

City Administrator/TIF Administrator – Bob Oliva
City Clerk/Treasurer – Brandy Bolter
Police Chief – Tim Hannan
Utility Superintendent – Luke Woster
Community Planner, Building Inspector, and Zoning Administrator-Robert Costa
City Attorney – Maureen Freeman-Caddy
City Engineer – Zach Schulz

Action Item-Seeking one motion to approve all appointments of city officials

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: Appointment of Standing Committees

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

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

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

Parks and Recreation -

Building/Zoning -

Personnel and Finance -

Utilities, Streets, Police, Ordinances/Legal -

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/2024
Re: Nuisance Hearing Officer

This position serves as the chair for the board of adjustment, currently filled by Aaron Gay. At this time no one has put in for it, and Aaron has not reapplied. Staff is open for suggestions, this group only meets when someone appeals for a variance to a city ordinance.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Table the appointment until we have a new name to present to the council

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: Physical Posting Locations

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

Post Office
City Hall
First State Bank Yutan

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

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: Designate a financial institution

Seeking a motion to designate First State Bank Yutan as the Qualifying Financial Institution for the deposit of all funds of the city.

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

Memorandum

To: Mayor and City Council
From: Brandy Bolter
Date: 12/12/2024
Re: Conflict of Interest Forms

Nebraska Accountability and Disclosure Commission Form C-2A needs to be completed by Yutan's elected officials on an annual basis. These forms need to be submitted to office staff during or before the December council meeting to be kept on file in the city office.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

N/A

NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION 1225 L St., Suite 400 P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522	POTENTIAL CONFLICT OF INTEREST STATEMENT	POSTMARK DATE	
		MICROFILM NUMBER	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY	
NADC FORM C-2A (Village, City, School Officials Except Omaha and Lincoln Officials)			

- An official of a village or city holding elective office or an official of a school district holding elective office must file this form if he or she has a potential conflict of interest.
- **Officials of the cities of Lincoln and Omaha** holding elective office with a potential conflict of interest **should not use this form.** Use Form C-2.
- This form should be filed with the person who normally keeps records for the school district, city or village. **There is no requirement to file this form with the Nebraska Accountability and Disclosure Commission.**
- Persons who fail to disclose a potential conflict of interest or who otherwise do not comply with the law are subject to penalties.

ITEM 1	NAME, ADDRESS AND TELEPHONE NUMBER
---------------	---

Name _____ Telephone No. _____
Last First Middle

Address _____
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

ITEM 2	TITLE, AGENCY (City, Village, School), ADDRESS AND PHONE
---------------	---

Your Title _____ Agency _____

Agency Address _____

Agency Phone _____

ITEM 3	DESCRIBE POTENTIAL CONFLICT OF INTEREST IN DETAIL (Use Item 6 Continuation, if necessary)
---------------	--

Date action is to be taken or decision is to be made: _____

Description of Potential Conflict:

ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT

You

Member of your Immediate Family: _____
NAME

Business With Which You

Are Associated (See Definitions) _____
NAME OF BUSINESS

ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT

ITEM 6 CONTINUATION

(SIGNATURE)

(DATE)

General Information - Filing Requirements

I. What is a Potential Conflict of Interest? - A public official has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which may result in a financial benefit or a financial detriment to the public official; a member of his or her immediate family; or a business with which he or she is associated. The financial effect of the action or decision must be distinguishable from the financial effect on the general public or a broad segment of it.

II. Who Must File:

- A. An official of a city or village holding elective office who has a potential conflict of interest. An official of the cities of Lincoln or Omaha holding elective office who has a potential conflict of interest should not file this form, but instead should use Form C-2.
- B. An official of a school district holding elective office who has a potential conflict of interest.
- C. An elective office is a public office normally filled by an election. A person appointed to fill a vacancy in a public office normally filled by election holds an elective office.

III. When and Where to File:

- A. This form should be filed as soon as the person holding elective office is aware that he or she may have a potential conflict of interest and prior to the time that the action is to be taken or the decision made.

- B. This form should be filed with the person who normally keeps records for the governing body of the official holding elective office. For example, the person who keeps records for a city or village may be the city clerk or village clerk. **This form does not need to be filed with the Commission.**
- C. The person filing the form should abstain from participating in or voting on the matter in which he or she has a potential conflict of interest. However, if the person wants an opinion from the Commission as to whether he or she has an actual conflict of interest requiring abstention or non-participation, he or she may send a copy of the form to the Commission along with request for an opinion.

Disclosure of Contractual Interests by Local Officers. If you are a local elected official disclosing an interest in a contract or an open account in which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

Disclosure of the Employment of Immediate Family Members. If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

Definitions

Immediate family shall mean a child residing in your household, your spouse or an individual claimed by you or your spouse as a dependent for federal income tax purposes.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition includes for profit and non-profit entities.

Business with which you are associated shall mean a business: (1) of which you are the sole proprietor; (2) or in which you are a partner, director, or officer; (3) or in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

Elective office shall mean a public office filled by an election, except for federal offices. A person who is appointed to fill a vacancy in a public office which is ordinarily elective holds an elective office.

Person means a business, individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or any other organization or group of persons acting jointly.

Statutory Authority: Section 49-1499.03 Revised Statutes of Nebraska.

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: Retainer Agreement for City Attorney

Seeking approval to authorize the Mayor to sign the retainer agreement with Bromm, Lindahl, Freeman-Caddy & Lausterer for the term of the first regular meeting of the Mayor and Council in December 2024 and to end at the regular meeting of the Mayor and Council in December of 2026.

Action Item - Seeking a motion and a second to approve the Mayor to sign the retainer agreement with Bromm, Lindahl, Freeman-Caddy & Lausterer.

RETAINER AGREEMENT

CITY OF YUTAN, NEBRASKA

The Law Firm of Bromm, Lindahl, Freeman-Caddy & Lausterer, Wahoo, Nebraska, hereinafter referred to as Law Firm, will provide legal services to the City Council of the City of Yutan, Nebraska, hereinafter referred to as City, upon the following terms and conditions.

1. **Term.** The term of this Agreement shall commence as of the first regular meeting of the Mayor and Council in December 2024, and terminate at the first regular meeting of the Mayor and Council in December of 2026.

2. **Retainer.** \$850.00 per year. The first payment of \$850.00 to be due on or before December 31, 2024 and the second payment of \$850.00 to be payable on or before December 31, 2025.

3. **Scope of Services Under Retainer.**

- A. Law Firm is retained to provide advice and representation for all legal matters brought to Law Firm's attention by the City and for which City expressly requests legal services. The City understands and agrees that Law Firm's representation does not include active monitoring of the City's actions or inactions and City agrees that Law Firm's representation is limited to those matters for which the City actively consults with Law Firm about.
- B. Consultation in person at Law office and/or by telephone with City Clerk/Administrator and/or Mayor, or with authorized Council Member as approved as by the Council. (limited to 15 minutes per month)
- C. Issuance of audit letter per auditor's request.
- D. Review all legal documents as to form, as presented by the Clerk. For clarification, drafting of documents, and edits will incur an hourly charge.
- E. Postage, photocopying and other related costs associated with Scope of Services Under Retainer.

4. **Representation.** Law Firm will represent no client having an interest adverse to interest of the City Council and Mayor of the City. In the event Law Firm represents a client who subsequently has a conflict with the City, the City acknowledges that it may need to retain counsel other than Law Firm to represent its interests. Law Firm will not represent a claim or a matter adverse to the City, nor will it represent a client in any matter adverse to the City.

5. **Services Not Included with Retainer.** All matters not covered under Section 3.

6. **Legal Fees, Costs and Other Charges for Services.**

- A. \$195.00 per hour for all attorneys in Law Firm performing legal services, except for all matters described under subparagraph B hereof;
- B. \$215.00 per hour for attorneys in Law Firm performing legal services involving litigation or the threat of litigation, special services regarding zoning and subdivision matters, employment-related matters, and amendments to municipal code, zoning or subdivisions regulations;
- C. \$75.00 per hour for Law clerks of said Law Firm;
- D. \$95.00 per hour for travel by attorney of Law Firm for attendance at regular or special meetings of the Council or of any other Board of the City, if requested by the Mayor and Council;
- E. Actual costs incurred by Law Firm including but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, and postage, except for long distance telephone calls and postage for services included within Scope of Services, parking and other travel expenses, mileage, if travel is by personal auto, to be at rate established from time to time by Internal Revenue Service, photocopying, and other reproduction costs. Costs and charges will be at cost to Law Firm.

7. **Consultants, Investigators and Experts.** To aid in the preparation or presentation of legal matters for the Mayor and Council, Law Firm may hire consultants, investigators or experts. Said persons will not be hired without prior approval of the Mayor and Council and the agreement of the Mayor and Council to pay their fees and charges. The Law Firm will select and hire said consultants, investigators and experts.

8. **Billing Statements.** Law Firm will send City monthly statements for fees and costs incurred pursuant to this Agreement. Said statements will be promptly paid by the City pursuant to its normal claim handling policy.

9. **Discharge and Withdrawal.** The Mayor and Council of the City may discharge Law Firm at any time. Law Firm may withdraw with the consent of the Mayor and Council, or for good cause. Good cause includes City's breach of this Agreement, its refusal to cooperate with Law Firm, or to follow Law Firm's advice on a material matter or any fact or circumstance that would render Law Firm's continuing representation unlawful or unethical. When services conclude, all unpaid charges will immediately become due and payable. After services conclude and upon payment in full of all outstanding fees and costs, Law Firm will, upon the City's request, deliver all original documents in Law Firm's file to the City, along with any funds or property of the City in Law Firm's possession

10. **Disclaimer of Guarantee.** Nothing in this Agreement and nothing in Law Firm's statements to the Mayor and Council will be construed as a promise or guarantee about the

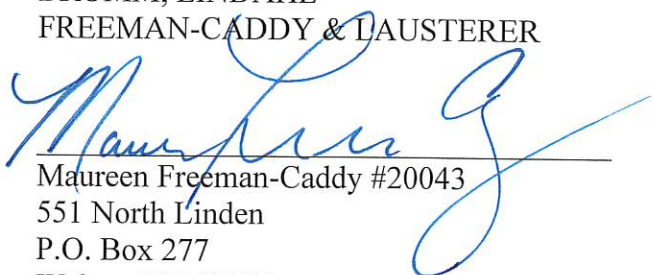
outcome of any matter. Law Firm makes no promises or guarantees. Law Firm's comments about the outcome of any matter are expressions of opinion only.

11. **Construction.** This Agreement shall be construed under the Laws of the State of Nebraska.

DATED this 11 day of November, 2024.

BROMM, LINDAHL
FREEMAN-CADDY & LAUSTERER

By:



Maureen Freeman-Caddy #20043
551 North Linden
P.O. Box 277
Wahoo, NE 68066
Phone (402) 443-3225
Facsimile (402) 443-4005
Email: maureen@wahoolaw.com
Attorney at Law

THE MAYOR AND COUNCIL OF THE CITY OF YUTAN, NEBRASKA, hereby state that they have read and understand the foregoing terms and conditions, agree to them, and by proper motion duly seconded and adopted, authorizes the Mayor of the City of Yutan to sign this Agreement on behalf of the City of Yutan, Nebraska.

DATED this _____ day of December, 2024.

CITY OF YUTAN, NEBRASKA

By:

Its Mayor

MEMORANDUM

FROM: Robert Costa, Community Planner
TO: City Council & Mayor of Yutan, Nebraska
DATE: December 12, 2024
SUBJECT: Request to Vacate Mason Acres II (Ordinance #810)

Jay & Jill Hoellen, the legal owners of all lots within Mason Acres II, have requested to vacate the subdivision's recorded plat. On December 10, 2024, the Planning Commission held a public hearing on the request and ultimately voted to adopt findings of fact and recommend approval of the vacation. The applicant now seeks final action from the governing body. The applicants' request letter (Attachment 1) and land survey (Attachment 2) have been included with this memo.

BACKGROUND FACTS:

- Mason Acres II is an 8-lot subdivision – including one “outlot” – located in Section 28 of Township 15 North, Range 9 East, within the Transitional Agriculture (TA) Zoning District of the City's Extra-Territorial Jurisdiction.
- Access to the subdivision occurs via County Road 6, which runs along the subdivision's eastern boundary, approximately 1,600 feet (±0.3 miles) west of City Limits (see Attachment 3).
- This subdivision was reviewed and approved by the City in 2022. The final plat (see Attachment 4) was filed with the Saunders County Register of Deeds on May 17, 2022.
- The subdivision contains approximately 24 acres. If the plat and all associated rights-of-way are vacated, the land will revert back to one ±24-acre parcel.
- Jay & Jill Hoellen obtained ownership of the subdivision properties in October 2024.
- Nebraska Revised Statutes Section 19-917 (see Attachment 5) allows for municipalities to vacate an existing plat by ordinance upon the petition of the owner(s) of all lots in the subject subdivision.
- Section 3.07 of the City's Subdivision Regulations (see Attachment 6) allows for the vacation of any recorded plat pursuant to specific conditions.
- Legal notice of the applicant's request and the associated Planning Commission & City Council hearings was published in the November 29, 2024, edition of the Wahoo Newspaper.

In order to make a final decision on this matter, the City Council must make findings to support their action. The Planning Commission's recommended findings of fact – pursuant to the standards for review described by state statute and the City's Subdivision Regulations – have been incorporated into a draft ordinance, which is included with this memo (see next page). **If the Council chooses to utilize and/or modify these findings, its members shall direct staff as to what sections shall specifically be adopted and/or modified.**

**HOELLEN REQUEST FOR PLAT VACATION
MASON ACRES II
DECEMBER 11, 2024**

ORDINANCE #810

AN ORDINANCE OF THE CITY OF YUTAN, IN SAUNDERS COUNTY, NEBRASKA, TO FORMALLY VACATE THE PLAT OF MASON ACRES II SUBDIVISION; TO SEVER FROM THE LAND ANY COVENANT, SUBDIVISION AGREEMENT, OR OTHER RESTRICTION OF RECORD ENCUMBERED UPON IT AS A RESULT OF SUBDIVISION REVIEW; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN DAYS AFTER ITS PASSAGE AND APPROVAL IN PAMPHLET FORM, AND SHALL BE IN FULL FORCE AND TAKE EFFECT AFTER ITS PASSAGE AND APPROVAL, AS PROVIDED BY LAW AND AS PROVIDED HEREIN; AND IT IS HEREBY DECLARED TO THE PUBLIC BY THE MAYOR AND COUNCIL OF THE CITY OF YUTAN THAT THE MASON ACRES II SUBDIVISION PLAT AND ALL ASSOCIATED DOCUMENTS BE VACATED FROM THE RECORDS OF SAUNDERS COUNTY, NEBRASKA.

WHEREAS, state law and local ordinance allows a legally-recorded plat to be vacated by the request of all landowners within the subdivision;

WHEREAS, Mason Acres II is a subdivision plat located within the City of Yutan's Extra-Territorial Jurisdiction that was reviewed and approved by the City and legally recorded with the Saunders County Register of Deeds;

WHEREAS, Jason R. Hoellen and Jill M. Hoellen are the legal owners of record for all eight lots within Mason Acres II and have requested to vacate the recorded plat;

WHEREAS, the City Planning Commission held a public hearing on December 10, 2024, to review the request, consider public comment, and make findings according to state and local law, ultimately voting to recommend approval of the plat vacation;

WHEREAS, the City Council of Yutan, Nebraska, held a public hearing on December 17, 2024, to consider the Planning Commission's recommendation and all public comment, and then review the request according to the conditions for approval described by Section

3.07.01 of the City of Yutan’s Subdivision Regulations, and hereby makes the following findings:

1. The plat to be vacated is a legal plat of record.

Mason Acres II is a legally-recognized plat of record. The subdivision was reviewed and approved by the City of Yutan and subsequently filed with the Saunders County Register of Deeds on May 17, 2022.

2. Vacation of the subdivision will not interfere with development of, nor deny access via public thoroughfare to, adjoining properties or utility services or other improvements.

The requested vacation of Mason Acres II will not interfere with the development of, nor access to, adjoining properties, utility services, or other improvements. Legal and physical access to adjacent properties is currently provided via County Road 6 and the vacation would not change this condition. The subdivision rights-of-way were designed to consider potential development and/or division on adjacent properties, however, no such adjacent development has occurred.

3. Vacation of the subdivision will not be contrary to the Comprehensive Development Plan.

Granting vacation of the plat would meet the goals and objectives contained both within the 2017 Comprehensive Plan which the subdivision was originally reviewed under and the currently-effective Comprehensive Plan adopted by the City. Vacation of the subdivision plat will revert the property back to its existence as one ±24-acre parcel within the Transitional Agriculture Zoning District.

WHEREAS, upon making these findings, the City Council voted to grant approval for vacation of the plat;

THEREFORE, be it ordained by the Mayor and Council of the City of Yutan, Nebraska:

- 1) The findings herein made above should be and are hereby made a part of this ordinance as fully as if set out at length herein.
- 2) The subdivision known as Mason Acres II shall be vacated in perpetuity, including all associated rights-of-way or easements, also including the :Subdivision

Agreement” filed on May 17, 2022, and recorded in Book 580, Page 996, and also including the “Declaration of Covenants, Conditions, Restrictions, Easements, and Reservations” filed on May 17, 2022, and recorded in Book 580, Page 1000.

- 3) This action hereby reverts the subject property to one ±24.072-acre parcel legally described and shown on the attached site plan.
- 4) That should any section, paragraph, sentence, or word of this ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Mayor and City Council of Yutan, Nebraska, that it would have passed all other portions of this ordinance independent of the elimination herefrom of any such portion as may be declared invalid.
- 5) That all ordinances or parts of ordinances passed and approved prior to the passage, approval, and publication of this ordinance and in conflict herewith, are hereby repealed.
- 6) That this ordinance shall be published within the first fifteen days after its passage and approval, in pamphlet form, and shall be in full force and take effect on that date.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

CITY OF YUTAN, NEBRASKA

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

November 18, 2024

Dear Members of the Yutan City Council and Planning Commission,

I am writing to formally request the vacation of the current plat on parcel 003878002 which I acquired on October 3, 2024. As discussed at the City Council meeting on September 23rd, my intention is to vacate the plat map which created a residential subdivision and revert to a simple field where we will build a residence.

In accordance with Nebraska Revised Statute §39-1713, it is my understanding that vacating the subdivision will not interfere with the development of, and access to, adjoining properties, utility services, and other improvements in the area as the neighboring properties to the south and to the north both have direct access to County Road 6. As such, there is no need to grant an easement. My intention is to utilize the land for agricultural purposes and to construct a residence, which will not impede the aforementioned services or access.

The farmer who has previously rented my land will continue to farm the sections that I do not build on. This will allow him access to the land north of me. The owner of that land is aware of this agreement.

I appreciate your time and consideration of my request. I am available to discuss this matter further at your convenience and am happy to provide any additional information that may be required.

Thank you for your attention to this important matter.

Sincerely,



Jason Hoellen ("Jay")
417 Sorbonne Rue
Yutan, NE 68073
402-319-0833

RECEIVED

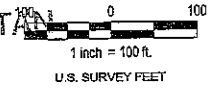
NOV 18 2024

ATTACHMENT **1**

RECEIVED

NOV 18 2024

CITY OF YUTAN



(BASIS OF BEARING: SAUNDERS COUNTY LOW DISTORTION PROJECTION)

LEGEND

- SECTION CORNER
- FOUND 5/8" REBAR
- 5/8" REBAR SET WITH CAP 608
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE

NORTHEAST CORNER OF THE
E1/2 OF SE1/4 SEC 28-T15N-R09E
(CAPPED REBAR)
65.1' NE "X" NAIL IN FACE POWER POLE
49.7' SE "X" NAIL IN FACE OF WOOD POLE
52.9' NW NAIL IN GUY POLE

N00°34'47"W 2645.93' (M) 2645.93' (R)

N89°55'40"E 1308.03' (M) 1307.82' (R)

N00°35'04"W 95.28' (M) 94.96' (R)

PART OF THE E1/2 OF THE SE1/4,
SEC 28, T15N, R09E

S00°34'47"E 94.96' (M & R)

N89°54'49"E 1308.02' (M) 1307.85' (R)

NORTHWEST CORNER OF THE
E1/2 OF SE1/4 SEC 28-T15N-R09E
(5/8" REBAR)
95.28' N 5/8" REBAR
17.1' NE GREEN & YELLOW POST
27.0' SE PK NAIL IN TREE

NORTHEAST CORNER OF THE
E1/2 OF SE1/4 SEC 28-T15N-R09E
(5/8" REBAR)
39.6' NE "X" ON GUARD RAIL
27.6' SE "X" ON GUARD RAIL
27.9' SW "X" ON GUARD RAIL
40.1' NW "X" ON GUARD RAIL

N00°35'06"W 706.37' (M) 706.67' (R)

PART OF THE E1/2 OF THE SE1/4,
SEC 28, T15N, R09E

COUNTY ROAD 6

33.00 33.00
RIGHT-OF-WAY EASEMENT

S89°55'57"W 1307.97' (M) 1308.07' (R)

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE NE 1/4 AND ALSO PART OF THE EAST 1/2 OF THE SE 1/4 ALL LOCATED IN SECTION 28, TOWNSHIP 15 NORTH, RANGE 09 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID EAST 1/2 OF THE SE 1/4 OF SECTION 28, BEING A 5/8" REBAR; THENCE S00°34'48" E ALONG THE EAST LINE OF SAID SE 1/4 OF SECTION 28, A DISTANCE OF 706.80 FEET TO A 5/8" REBAR; THENCE S89°55'57" W, A DISTANCE OF 1307.97 FEET TO A 5/8" REBAR; THENCE N00°35'06" W ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SE 1/4 OF SECTION 28, A DISTANCE OF 706.37 FEET TO THE NORTHWEST CORNER OF SAID E 1/2 OF THE SE 1/4 OF SECTION 28, BEING A 5/8" REBAR; THENCE N00°35'04" W ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28, A DISTANCE OF 95.28 FEET TO A 5/8" REBAR; THENCE N89°55'40" E, A DISTANCE OF 1308.03 FEET TO A POINT ON THE EAST LINE OF SAID EAST 1/4 OF THE NE 1/4 OF SECTION 28, BEING A SET 5/8" REBAR WITH CAP 608; THENCE S00°34'47" E ALONG SAID EAST LINE OF SAID SE 1/4 OF SECTION 28, A DISTANCE OF 94.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,048,887 SQUARE FEET OR 24.072 ACRES MORE OR LESS.

LAND SURVEYOR'S CERTIFICATE

I, ERIC A. SCHABEN, A NEBRASKA REGISTERED LAND SURVEYOR NO. 608, DULY REGISTERED UNDER THE LAND SURVEYORS ACT, DO HEREBY STATE THAT I PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT, THAT SAID PLAT WAS PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

Eric A. Schaben
ERIC A. SCHABEN RLS 608



NOVEMBER 5, 2024
DATE

BOOK 4710

Proj No:	P2024.275.001
Date:	2024.11.05
Designed By:	
Drawn By:	EAS
Scale:	1"=100'
Sheet:	1 of 1

Revisions	
Date	Description

BOUNDARY SURVEY

PART OF THE EAST 1/2 OF THE NE 1/4
AND PART OF THE EAST 1/2 OF THE SE 1/4
OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 9 EAST
OF THE 6TH P.M. SAUNDERS COUNTY, NEBRASKA

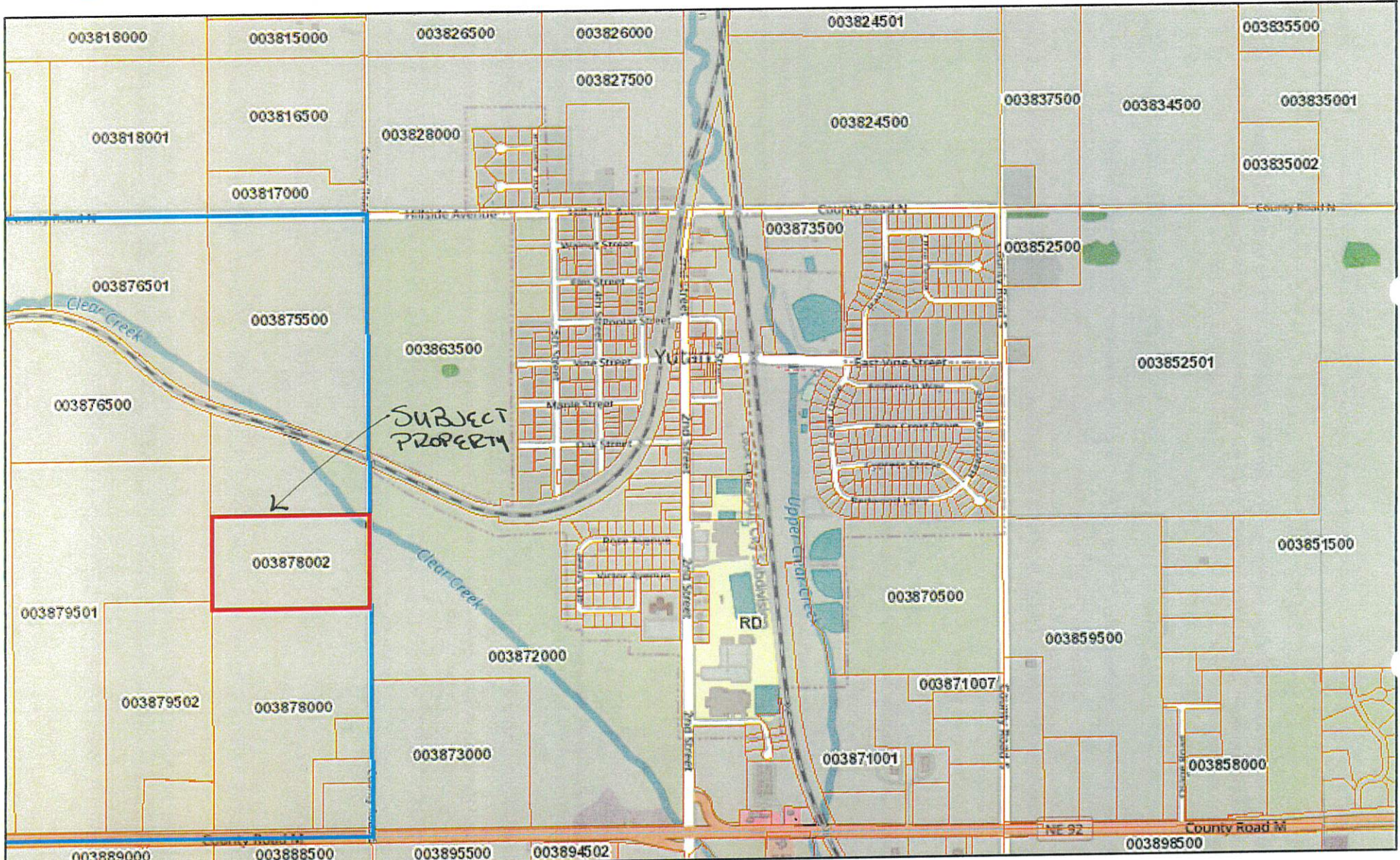


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www.eaog.com
State of NE Certificate of Authorization #CA0008

ATTACHMENT 12

Mason Acres II Location Map

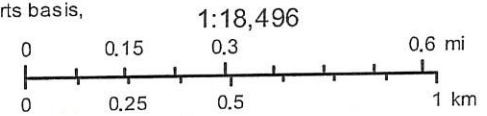


ATTACHMENT 3

December 5, 2024
18:40 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



19-917. Additions; vacating; powers; procedure; costs.

A city of the first class, city of the second class, or village may vacate any existing plat and addition to such municipality or such part or parts thereof as such municipality may deem advantageous and best for its interests, and the power hereby granted shall be exercised by such municipality upon the petition of the owner or all the owners of lots or lands in such plat or addition. Such ordinance vacating such plat or addition shall specify whether, and, if any, what public highways, streets, alleys, and public grounds thereof are to be retained by such municipality. Any such ways, streets, and public grounds not retained shall upon such vacation revert to the owner or owners of lots or lands abutting such ways, streets, and public grounds in proportion to the respective ownerships of such lots or grounds. In case of total or partial vacation of such plat or addition, the ordinance providing therefor shall be, at the cost of the owner or owners, certified to the office of the register of deeds and be there recorded by the owner or owners. The register of deeds shall note such total or partial vacation of such plat or addition by writing in plain and legible letters upon such plat or portion thereof so vacated the word vacated, and also make on the same reference to the volume and page in which such ordinance of vacation is recorded, and the owner or owners of the lots and lands in a plat so vacated shall cause the same and the proportionate part of the abutting highway, streets, alleys, and public grounds so vacated to be replatted and numbered by the city surveyor or county surveyor. When such replat so executed is acknowledged by such owner or owners and is recorded in the office of the register of deeds of such county, such property so replatted may be conveyed and assessed by the numbers given in such replat.

Source: Laws 1901, c. 18, § 6, p. 228; R.S.1913, § 4812; C.S.1922, § 3980; C.S.1929, § 16-109; R.S.1943, § 16-113; Laws 1975, LB 410, § 3; Laws 2019, LB193, § 84.

Annotations

This section is applicable to quiet title of owner of adjoining lots when nominal street of platted addition vacated. *Trahan v. Council Bluffs Steel Erection Co.*, 183 Neb. 170, 159 N.W.2d 207 (1968).

CITY OF YUTAN SUBDIVISION REGULATIONS

Section 3.07 Vacation of Plat of Record.

3.07.01 A subdivider may make application to the City to vacate any plat of record under the following conditions:

- 1 The Plat to be vacated is a legal plat of record.
- 2 Vacation of the subdivision will not interfere with development of, nor deny access via public thoroughfare to, adjoining properties or utility services or other improvements.
- 3 Vacation of the subdivision will not be contrary to the Comprehensive Development Plan.

3.07.02. The owner or owners shall present a proposal to the City, containing the legal description of the subdivision and calling for vacation thereof. The Planning Commission shall after public hearing and consideration send recommendations to the City Council. The City Council, after public hearing shall approve or deny the proposal. If the proposal is approved, it shall then be recorded in the office of the Saunders County Register of Deeds. All fees for the recording of such vacation shall be paid by the subdivider.

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk/Treasurer
Date: 12/12/24
Re: League Insurance Government Health Team (LIGHT)

Over the past several months Administrator Oliva has been working with the League Insurance Government Health Team (LIGHT) on providing health insurance for the city employees. Oliva has presented insurance benefits for employees that would cost around the same as the current HRA benefits that employees are currently receiving. Attached are the quoted prices for the health insurance plan and the resolutions that are required for them to proceed with the plan.

Action Item - Seeking a motion and a second to approve Resolution 2024-11 to Authorize Membership in the League Insurance Government Health Team (LIGHT)

Action Item - Seeking a motion and a second to approve the League Insurance Government Health Team Interlocal Agreement.

Action Item-Seeking a motion and a second to approve the League Insurance Government Health Team Membership Agreement.

RESOLUTIONS

To Authorize Membership in the League Insurance Government Health Team (LIGHT)

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”) attached hereto.

RESOLVED, that the Municipality approves and enters into the Interlocal Agreement and authorizes the Clerk of the Municipality to execute the Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the “Membership Agreement”) and authorizes the Clerk of the Municipality to execute the Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Clerk of the Municipality to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality’s membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

Passed and approved this ____ day of _____, 20 ____.

Signature: _____

Title: _____

Name of Municipality: _____

Date: _____

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
INTERLOCAL AGREEMENT**

This Interlocal Agreement (the “Agreement”) is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a “Member”) for formation of, and participation in, the League Insurance Government Health Team (“LIGHT”) and the LIGHT Member Health Plan (the “Plan”). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members’ eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., (“ICA”) permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. (“IRMA”) permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member’s employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members’ employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members’ employees to establish a group health plan in order to provide affordable health insurance to Members’ employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members’ employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. “**Administrator**” shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. “**Board**” shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. “**Bylaws**” shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

1.4. “**Dental insurance**” shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. “**Director**” shall mean the State of Nebraska Director of Insurance.

1.6. **“Health insurance”** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) medicare or insurance provided as a supplement to medicare, (d) insurance arising from workers’ compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **“League”** shall mean the League of Nebraska Municipalities.

1.8. **“League Insurance Government Health Team”** or **“LIGHT”** shall mean the entity established and operated under this Agreement.

1.9. **“Member”** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **“Municipality”** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **“Public agency”** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **“Risk management pool”** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

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

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership’s employees and their dependents in the form of standard insurance. The membership of the League Insurance Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members’ employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations

incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating

members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

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

MEMBER MUNICIPALITY

Signature: _____

Title: _____

Name of Municipality: _____

Date: _____

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM

Signature: _____
Chairperson, League Insurance Government Health Team

Date: _____

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM MEMBERSHIP AGREEMENT

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and _____ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2024, or other date, as applicable. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;¹ or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan; and

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

¹ The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2024, or other date, as applicable, and continuing thereafter until June 30, 2025 (the “Initial Term”). This Agreement shall renew automatically for subsequent one year terms (the “Renewal Term(s)”) unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT’s Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or Bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member’s performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT’s officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to or that occur as a result of the Member’s failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. In the event there are member fees, the Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT’s Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit “A” attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources,

said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member

League Insurance Government Health Team

Name of Employer

By: _____
Signature

By: _____
Signature

Print Name and Title

Date

Print Name and Title

Date

EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2024, will be one dollar and 50 cents (\$1.50) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

Memorandum

To: Mayor and City Council
From: Brandy Bolter-City Clerk
Date: 12/12/24
Re: Reappointment of Kevin Shea to Planning Commission

Seeking a motion to reappoint Kevin Shea to the Planning Commission.

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 12/12/24
Re: Change Orders 2 and 3 for 1st and Poplar Street Project

JEO Consulting Group 2019 Street Improvements Project change order number 2 for damages claimed, change order amount is -\$5,810.87. Change order 3 for balancing change order final payment in the amount of \$21,188.25.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION: Seeking a motion and a second for change order number 2. Seeking a motion and a second for change order number 3.



JEO Consulting Group Inc.

Change Order Details

181859.01 - 2019 Street Improvements Project Yutan, Nebraska

Description	Project consist of Paving, Storm Sewer, Water and Flared End work.
Prime Contractor	HD Utilities & Grading 7531 South 75th Avenue La Vista, NE 68128
Change Order	2
Status	Approved
Date Created	12/03/2024
Type	Add New Item
Summary	Damages Claimed Deduction
Change Order Description	Owner damage claim for additional project cost.
Awarded Project Amount	\$522,106.37
Authorized Project Amount	\$522,106.37
Change Order Amount	-\$5,810.87
Revised Project Amount	\$516,295.50

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Group A - Poplar Street and 1St Street Improvements					
0380	38 CO - 2	LS	1.000	-\$5,810.870	-\$5,810.87
Damages Claimed Deduction					
1 item					Total: -\$5,810.87

When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents

Contractor _____ **Date** _____

Engineer  _____ **Date** 12/9/2024

City of Yutan _____ **Date** _____



JEO Consulting Group Inc.

Change Order Details

181859.01 - 2019 Street Improvements Project Yutan, Nebraska

Description	Project consist of Paving, Storm Sewer, Water and Flared End work.
Prime Contractor	HD Utilities & Grading 7531 South 75th Avenue La Vista, NE 68128
Change Order	3
Status	Approved
Date Created	12/05/2024
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$522,106.37
Authorized Project Amount	\$516,295.50
Change Order Amount	\$21,188.25
Revised Project Amount	\$537,483.75

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Group A - Poplar Street and 1St Street Improvements									
0040	4	CY	\$8.000	385.000	\$3,080.00	87.000	\$696.00	472.000	\$3,776.00
Excavation, Established Quantity									
Reason: Balancing Change Order									
0050	5	SY	\$2.000	1,668.000	\$3,336.00	187.320	\$374.64	1,855.320	\$3,710.64
Subgrade Preparation									
Reason: Balancing Change Order									
0060	6	SY	\$8.000	1,107.000	\$8,856.00	977.000	\$7,816.00	2,084.000	\$16,672.00
Remove Pavement									
Reason: Balancing Change Order									
0100	10	SY	\$69.000	1,668.000	\$115,092.00	65.350	\$4,509.15	1,733.350	\$119,601.15
7" Concrete Pavement									
Reason: Balancing Change Order									
0110	11	SY	\$68.000	920.000	\$62,560.00	457.740	\$31,126.32	1,377.740	\$93,686.32
6" Concrete Driveway									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0120	12	SF	\$5.350	3,512.000	\$18,789.20	-765.940	-\$4,097.78	2,746.060	\$14,691.42
5" Concrete Sidewalk									
Reason: Balancing Change Order									
0130	13	LF	\$32.000	83.000	\$2,656.00	-56.000	-\$1,792.00	27.000	\$864.00
Concrete Curb and Gutter (24" - 36" Wide)									
Reason: Balancing Change Order									
0140	14	SF	\$55.000	50.000	\$2,750.00	-12.000	-\$660.00	38.000	\$2,090.00
Detectable Warning Panels									
Reason: Balancing Change Order									
0150	15	TONS	\$75.000	69.000	\$5,175.00	-24.000	-\$1,800.00	45.000	\$3,375.00
Crushed Rock Surface Course									
Reason: Balancing Change Order									
0170	17	SY	\$60.760	142.000	\$8,627.92	-142.000	-\$8,627.92	0.000	\$0.00
12" Aggregate Base Course w/Geogrid (Engineer Field Approval Required)									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0220	22	LF	\$132.220	49.000	\$6,478.78	-3.000	-\$396.66	46.000	\$6,082.12
18" Round Equivalent (RE) RCP, Class IV									
Reason: Balancing Change Order									
0230	23	LF	\$141.220	24.000	\$3,389.28	-24.000	-\$3,389.28	0.000	\$0.00
24" Round Equivalent (RE) RCP, Class IV									
Reason: Balancing Change Order									
0240	24	EA	\$2,838.950	1.000	\$2,838.95	-1.000	-\$2,838.95	0.000	\$0.00
18" Round Equivalent (RE) RCP, Flared End Section									
Reason: Balancing Change Order									
0250	25	EA	\$985.400	1.000	\$985.40	-1.000	-\$985.40	0.000	\$0.00
Concrete Collare									
Reason: Balancing Change Order									
0290	29	EA	\$115.000	30.000	\$3,450.00	-30.000	-\$3,450.00	0.000	\$0.00
Rock Riprap, NDOR Type A									
Reason: Balancing Change Order									
0320	32	LF	\$3.500	744.000	\$2,604.00	606.000	\$2,121.00	1,350.000	\$4,725.00
4" Yellow Permanent Pavement Marking Paint									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0330	33	LF	\$12.000	62.000	\$744.00	-62.000	-\$744.00	0.000	\$0.00
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12" Blue Permanent Pavement Marking Paint

Reason: Balancing Change Order

0360	36	LF	\$3.250	45.000	\$146.25	-45.000	-\$146.25	0.000	\$0.00
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Silt Fence, High Porosity

Reason: Balancing Change Order

0370	37	SY	\$2.850	1,485.000	\$4,232.25	-768.330	-\$2,189.74	716.670	\$2,042.51
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Seeding and Matting

Reason: Balancing Change Order

Section: 3 - Group C - Water Main Improvements

C040	4	LF	\$67.640	70.000	\$4,734.80	23.000	\$1,555.72	93.000	\$6,290.52
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4" PVC Water Main, DR 18 (<100 LF)

Reason: Balancing Change Order

C050	5	LF	\$73.530	778.000	\$57,206.34	2.000	\$147.06	780.000	\$57,353.40
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6" PVC Water Main, DR 18

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
C070	7	EA	\$929.990	1.000	\$929.99	1.000	\$929.99	2.000	\$1,859.98
6" x 6" x 6" Tee, MJ									
Reason: Balancing Change Order									
C090	9	EA	\$507.470	3.000	\$1,522.41	2.000	\$1,014.94	5.000	\$2,537.35
4" 90* Bend, MJ									
Reason: Balancing Change Order									
C120	12	EA	\$2,015.410	4.000	\$8,061.64	1.000	\$2,015.41	5.000	\$10,077.05
6" Gate Valve and Box, MJ									
Reason: Balancing Change Order									
24 items			Totals		\$328,246.21		\$21,188.25		\$349,434.46

When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents

Contractor _____ **Date** _____

Engineer  _____ **Date** 12/9/2024

City of Yutan _____ **Date** _____

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 12/12/24
Re: Pay Application #6

Pay application #6 and Final to HD Utilities and Grading in the amount of \$21,353.86

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION: Seeking a motion and a second to pay the 6th and final pay application to HD Utilities and Grading in the amount of \$21,353.86.



JEO Consulting Group Inc.

Detailed Payment

181859.01 - 2019 Street Improvements Project Yutan, Nebraska

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

Payment Number 6

Pay Period 11/03/2024 to 12/05/2024

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

Payment Status Approved

Awarded Project Amount \$522,106.37

Authorized Amount \$537,483.75

Remarks FINAL PAYMENT

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

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2	LS	\$7,350.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,350.00
Bonding and Insurance										
0030	3	LS	\$4,350.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,350.00
Temporary Traffic Control Measures										
0040	4	CY	\$8.000	472.000	0.000	472.000	472.000	472.000	\$0.00	\$3,776.00
Excavation, Established Quantity										
0050	5	SY	\$2.000	1,855.320	0.000	1,855.320	1,855.320	1,855.320	\$0.00	\$3,710.64
Subgrade Preparation										
0060	6	SY	\$8.000	2,084.000	0.000	2,084.000	2,084.000	2,084.000	\$0.00	\$16,672.00
Remove Pavement										
0070	7	SF	\$1.250	1,130.000	0.000	1,130.000	1,130.000	1,130.000	\$0.00	\$1,412.50
Remove Concrete Sidewalk										
0080	8	LF	\$10.000	84.000	0.000	84.000	84.000	84.000	\$0.00	\$840.00
Remove Curb and Gutter										
0090	9	LF	\$25.000	20.000	0.000	20.000	20.000	20.000	\$0.00	\$500.00
Remove Concrete Retaining Wall										
0100	10	SY	\$69.000	1,733.350	0.000	1,733.350	1,733.350	1,733.350	\$0.00	\$119,601.15
7" Concrete Pavement										
0110	11	SY	\$68.000	1,377.740	0.000	1,377.740	1,377.740	1,377.740	\$0.00	\$93,686.32
6" Concrete Driveway										
0120	12	SF	\$5.350	2,746.060	0.000	2,746.060	2,746.060	2,746.060	\$0.00	\$14,691.42
5" Concrete Sidewalk										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	13	LF	\$32.000	27.000	0.000	27.000	27.000	27.000	\$0.00	\$864.00
Concrete Curb and Gutter (24" - 36" Wide)										
0140	14	SF	\$55.000	38.000	0.000	38.000	38.000	38.000	\$0.00	\$2,090.00
Detectable Warning Panels										
0150	15	TONS	\$75.000	45.000	0.000	45.000	45.000	45.000	\$0.00	\$3,375.00
Crushed Rock Surface Course										
0160	16	TONS	\$75.000	50.000	0.000	50.000	50.000	50.000	\$0.00	\$3,750.00
Stabilized Construction Entrance										
0170	17	SY	\$60.760	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
12" Aggregate Base Course w/Geogrid (Engineer Field Approval Required)										
0180	18	EA	\$265.000	3.000	0.000	3.000	3.000	3.000	\$0.00	\$795.00
Install Sign and Post										
0190	19	LF	\$50.000	18.000	0.000	18.000	18.000	18.000	\$0.00	\$900.00
Remove PVC Storm Drain										
0200	20	LF	\$50.000	77.000	0.000	77.000	77.000	77.000	\$0.00	\$3,850.00
Remove CMP Storm Sewer Pipe										
0210	21	EA	\$250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$250.00
Remove 24" CMP Flared End Section										
0220	22	LF	\$132.220	46.000	0.000	46.000	46.000	46.000	\$0.00	\$6,082.12
18" Round Equivalent (RE) RCP, Class IV										
0230	23	LF	\$141.220	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
24" Round Equivalent (RE) RCP, Class IV										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	24	EA	\$2,838.950	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
18" Round Equivalent (RE) RCP, Flared End Section										
0250	25	EA	\$985.400	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Collare										
0260	26	EA	\$985.400	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,970.80
Concrete Elbow										
0270	27	EA	\$9,279.780	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,279.78
Storm Sewer Inlet - Type 1										
0280	28	EA	\$11,465.800	1.000	0.000	1.000	1.000	1.000	\$0.00	\$11,465.80
Storm Sewer Inlet - Type 2										
0290	29	EA	\$115.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rock Riprap, NDOR Type A										
0300	30	EA	\$450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$450.00
Adjust Valve Box to Grade										
0310	31	EA	\$450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$450.00
Adjust Curb Stop to Grade										
0320	32	LF	\$3.500	1,350.000	0.000	1,350.000	1,350.000	1,350.000	\$0.00	\$4,725.00
4" Yellow Permanent Pavement Marking Paint										
0330	33	LF	\$12.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
12" Blue Permanent Pavement Marking Paint										
0340	34	EA	\$295.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$1,180.00
Handicapped Symbol, Type Paint										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0350	35	EA	\$165.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$330.00
Curb Inlet Protection										
0360	36	LF	\$3.250	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, High Porosity										
0370	37	SY	\$2.850	716.670	0.000	716.670	716.670	716.670	\$0.00	\$2,042.51
Seeding and Matting										
0380	38 CO - 2	LS	-\$5,810.870	1.000	1.000	0.000	1.000	1.000	-\$5,810.87	-\$5,810.87
Damages Claimed Deduction										
Section Totals:									-\$5,810.87	\$337,079.17
Section: 2 - Group B - Tree Removal										
B010	1	LS	\$1,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,000.00
Mobilization										
B020	2	LS	\$110.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$110.00
Bonding and Insurance										
B030	3	LS	\$1,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,500.00
Temporary Traffic Control Measures										
B040	4	EA	\$895.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,790.00
Remove Tree										
Section Totals:									\$0.00	\$4,400.00
Section: 3 - Group C - Water Main Improvements										
C010	1	LS	\$5,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,000.00
Mobilization										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
C020	2	LS	\$3,490.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,490.00
Bonding and Insurance										
C030	3	EA	\$350.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$700.00
Remove and Dispose of Existing Fitting/Valve										
C040	4	LF	\$67.640	93.000	0.000	93.000	93.000	93.000	\$0.00	\$6,290.52
4" PVC Water Main, DR 18 (<100 LF)										
C050	5	LF	\$73.530	780.000	0.000	780.000	780.000	780.000	\$0.00	\$57,353.40
6" PVC Water Main, DR 18										
C060	6	EA	\$905.430	3.000	0.000	3.000	3.000	3.000	\$0.00	\$2,716.29
6" x 4" x 6" Tee, MJ										
C070	7	EA	\$929.990	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,859.98
6" x 6" x 6" Tee, MJ										
C080	8	EA	\$984.140	1.000	0.000	1.000	1.000	1.000	\$0.00	\$984.14
8" x 6" x 8" Tee, MJ										
C090	9	EA	\$507.470	5.000	0.000	5.000	5.000	5.000	\$0.00	\$2,537.35
4" 90* Bend, MJ										
C100	10	EA	\$581.770	4.000	0.000	4.000	4.000	4.000	\$0.00	\$2,327.08
6" 90* Bend, MJ										
C110	11	EA	\$1,741.040	2.000	0.000	2.000	2.000	2.000	\$0.00	\$3,482.08
4" Gate Valve and Box, MJ										
C120	12	EA	\$2,015.410	5.000	0.000	5.000	5.000	5.000	\$0.00	\$10,077.05
6" Gate Valve and Box, MJ										

Detailed Payment:

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
C130	13	EA	\$9,492.280	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,492.28
6" nsert Valve										
C140	14	EA	\$406.740	1.000	0.000	1.000	1.000	1.000	\$0.00	\$406.74
4" Plug, MJ										
C150	15	EA	\$475.360	1.000	0.000	1.000	1.000	1.000	\$0.00	\$475.36
8" Plug, MJ										
C160	16	EA	\$650.330	4.000	0.000	4.000	4.000	4.000	\$0.00	\$2,601.32
6" x 1" Saddle										
C170	17	EA	\$730.020	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,460.04
6" x 2" Saddle										
C180	18	EA	\$647.210	4.000	0.000	4.000	4.000	4.000	\$0.00	\$2,588.84
1" Corporation Stop										
C190	19	EA	\$923.810	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,847.62
2" Corporation Stop										
C200	20	EA	\$736.310	4.000	0.000	4.000	4.000	4.000	\$0.00	\$2,945.24
1" Curb Stop and Box										
C210	21	EA	\$1,129.640	2.000	0.000	2.000	2.000	2.000	\$0.00	\$2,259.28
2" Curb Stop and Box										
C220	22	LF	\$61.220	53.000	0.000	53.000	53.000	53.000	\$0.00	\$3,244.66
1" PE Water Service (SDR 7)										
C230	23	LF	\$82.600	10.000	0.000	10.000	10.000	10.000	\$0.00	\$826.00
2" PE Water Service (SDR 7)										

Detailed Payment:

181859.01 - 2019 Street Improvements Project Yutan, Nebraska

12/06/2024

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
C240	24	EA	\$2,369.020	6.000	0.000	6.000	6.000	6.000	\$0.00	\$14,214.12
Connect to Existing Water Service										
C250	25	EA	\$2,628.400	4.000	0.000	4.000	4.000	4.000	\$0.00	\$10,513.60
Connect to Existing Water Main										
C260	26	LS	\$500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$500.00
Abandon Existing Water Main										
C270	27	LS	\$500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$500.00
Abandon Existing Water Service										
C280	28	EA	\$150.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$150.00
Abandon Existing Gate Valve Box										
C290	29	LS	\$2,512.770	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,512.77
Sales Tax for Material & Equipment On Group C 7.5%										
Section Totals:									\$0.00	\$153,355.76
Section: 4 - Group D -Fire Hydrant and Sanitary Sewer Improvements										
D010	1	LS	\$2,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,000.00
Mobilization										
D020	2	LS	\$900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$900.00
Bonding and Insurance										
D030	3	EA	\$500.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$1,000.00
Remove Existing Manhole										
D040	4	VF	\$884.610	14.000	0.000	14.000	14.000	14.000	\$0.00	\$12,384.54
48" Dia. Concrete Manhole										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
D050	5	LF	\$40.000	171.000	0.000	171.000	171.000	171.000	\$0.00	\$6,840.00
Remove Existing Sewer										
D060	6	LF	\$56.590	171.000	0.000	171.000	171.000	171.000	\$0.00	\$9,676.89
8" PVC Sanitary Sewer Main, SDR 35										
D070	7	LF	\$50.760	10.000	0.000	10.000	10.000	10.000	\$0.00	\$507.60
4" PVC Sanitary Sewer Service, SDR 26										
D080	8	EA	\$342.160	1.000	0.000	1.000	1.000	1.000	\$0.00	\$342.16
8" x 4" Wye, PVC										
D090	9	EA	\$1,517.040	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,517.04
Connect Existing Sewer Service										
D100	10	EA	\$7,480.590	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,480.59
6" Fire Hydrant Assembly										
Section Totals:									\$0.00	\$42,648.82
Total Payments:									-\$5,810.87	\$537,483.75

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	120.0 Days	120.0 Days	120.0 Days	\$0.00	120.0 Days	0.0 Days	\$0.00
Substantial Completion	90.0 Days	90.0 Days	90.0 Days	\$0.00	90.0 Days	0.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	-5,810.87
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	-\$290.54
Current Retainage Released:	\$26,874.19
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$21,353.86
Previous Payment:	\$53,408.29


Approved Work To Date:	\$537,483.75
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$26,874.19
Retainage Released To Date:	\$26,874.19
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$537,483.75
Previous Payments To Date:	\$516,129.89

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the work covered by prior Applications for Payment;
- (2) Title to all work, materials and equipment incorporated in said work, or otherwise listed in or covered by this application for payment, will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and
- (3) All work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor _____ **Date** _____

Engineer  _____ **Date** 12/9/2024

City of Yutan _____ **Date** _____

Yutan Public Library Board Minutes

Monday December 2, 2024, at 6:30 PM Location: Yutan Public Library

Notice of meeting was posted at the Post Office, City Office, and the library by Director Laurie Van Ackeren

1. Call to Order:

a. The meeting was called to order by President Hapke at 6:35 PM. She advised the Open Meeting Act is posted on the east wall. The front door was left unlocked for visitors to enter.

2. Roll Call:

Mary Kay Arp, Alicia Archer, Lynn Hapke, Vickie Wolkins and Mary Jo Robinson

Absent: None

Also present: Director Laurie Van Ackeren

3. Visitors: none

4. Approval of November Minutes (Minutes were available for inspection)

a. Motion to approve the November minutes was made by Arp, seconded by Wolkins Yeas - Arp, Archer, Hapke, Wolkins and Robinson Motion carried 5-0

5. Approval of November Financial Claims

a. Motion to approve claims was made by Archer, seconded by Wolkins Yeas – Arp, Archer, Hapke, Wolkins and Robinson Motion carried 5-0

6. Directors Report:

a. Fines \$ 10.80 Country Cards \$ 120.00
Circulation Statistics
Check outs - 491
Member amount saved - \$ 7,663.21
Over Drive / Libby checkouts - 254
Patron visits – Adults 263 Juv 164
Adult Craft Night - 1
Coffee Time - 11
Adult Book Club - 6
Story Time bag checkouts - 8
Toddler Time – Average 12
Adult Craft Morning – 4
Kids Craft (Saturday Morning) – 4
Board Game - 2

7. Action Items:

- a. Motion to approve Acceptable Use of the Internet & Public Computers & Devices Policy was made by Arp, seconded by Wolkins Yeas – Archer, Arp, Hapke, Wolkins and Robinson Motion carried 5-0**

8. Old Business:

- a. November was Read Aloud Month – We had guest readers at Toddler Time – Brett Lawton & Justin Barney. Barney came dressed as a Pirate**
- b. Cookie Exchange is planned for December 19th**

9. Discussion Items:

- a. Christina is studying for her Certification to become a Librarian**
- b. Summer Reading Program Workshop: Lincoln, December 13th**
- c. Craft Retreat at Mead Firehall: January 11, 9a-6p**
- d. CASTL: meeting in Yutan January 17 – snacks to be provided by the Library Board**

10. Adjournment:

- a. Motion to Adjourn at 6:50 PM by Arp, seconded by Wolkins Yeas - Arp, Archer, Hapke, Wolkins, and Robinson Motion carried 5-0**

The next regular Library Board Meeting will be January 6, 2025 at 6:30 PM

**Respectfully submitted
Mary Jo Robinson, Secretary**

The City of Yutan Police Department

P.O. Box 215, 112 Vine Street

Yutan, Nebraska 68073

*(402) 625-2468 * (402) 625-2112 (fax)*

November 2024 Activity

December 2024 Meeting

Calls for Service:	10
Miles Driven	278
Stops	14
Warning Tickets	14
Traffic Citations Issued	0
Driver License Pick up	0
Traffic Arrest (DUI etc.)	0
Alcohol Citation	0
Drug Citations	0
Criminal Citation	0
Warrant Attempts	0
Misdemeanor Arrest	0
Felony Arrest	0
Search Warrants	0
Motor Vehicle Accident	0
Investigations	3
HHS Intakes	2
Assist another agency	3
Fire Department Assist	0
Business Checks	19
Citizens assist.	1
City Ordinance Violations	0
Red Tags Issued	0
Abatement Notice	0
Nuisance Letters	0
Dog Letters	0
Towed Vehicles	0
Animal Neglect	2
Parking Citations	0
Open Doors	0
Parking Warnings	0
Vehicle Searches	1
Alarm Calls	0
UTV/ATV Inspections	0
Tow Notice	0

CITY OF YUTAN MAINTENANCE DEPARTMENT
MONTHLY REPORT FOR December 2024

WATER DEPARTMENT

1. MONTHLY TESTS: all water tests were negative.
2. LOCATES: performed as needed.
3. Performed annual backflow tests for Bullrun houses.

SEWER DEPARTMENT

1. Started discharging Nov 14th, will be done no later than Dec 19th.
2. Will also continue to trap/catch animals around lagoons.

STREET DEPARTMENT

1. Street panel replacement on Hawthorne and Victor have been completed.
2. Replaced street signs around the 1st and Poplar street project.

MISC.

1. Asphalt piles have been spread throughout the city.
2. Christmas decorations have been put up.
3. Snow plows have been checked and sprayed along with salt spreader.
4. Tree pile has been burned.
5. Snow fence has been put up for 5th Street by water tower and Hillside Ave by Itan Drive.
- 6.

NEXT MONTH

1. We will continue to haul tree pile grindings to Tradewell Pallet.
2. Prepped and ready for snow.
3. Begin to get count of stop signs as per request from Bob.
4. Shop cleaning, organizing and tool replacement.
5. Equipment repairs.
6. Teach Cody about GIS software and update from 1st and Poplar project.
7. Submit numbers for lagoon discharge to the state.

12-December-2024

L. Woster



December 10th, 2024

City of Yutan
Annual Occupation Tax Report
Fiscal Year 23-24

In accordance with LB445

OCCUPATION TAX GENERATED ANNUALLY:	AMOUNT	FUND LOCATION	TERM DATE
TELECOMMUNICATIONS- NE Technology & Telecom, Inc.	\$100	GENERAL	NONE
Telecommunications Windstream	\$100	GENERAL	NONE
FRANCHISE FEES:			
OPPD	\$100	GENERAL	NONE
M.U.D	\$5,523.01	GENERAL	NONE
<u>TOTAL:</u>	\$5,823.01		

The general fund is the principal fund of the City of Yutan that finances the day-to-day operations of the basic governmental activities. The general fund collected \$5,823.01 from occupational tax in the fiscal year of October 1, 2023-September 30, 2024.

MEMORANDUM

FROM: Robert Costa, Community Planner
TO: City Council & Mayor, City of Yutan
DATE: December 12, 2024
SUBJECT: **Community Planner's December 2024 Report**

I have enclosed correspondence from the state's Floodplain Division regarding the City's floodplain management program. This was in response to my meeting with them to establish a working relationship and open communication between the City and the Floodplain Division.

I anticipate that within the next few months, I will be submitting proposals to the Planning Commission to update the rest of the City's Adopted Building Codes to 2021 standards. I am also reviewing the Planning Commission's bylaws which were adopted under our Municipal Code.

We are approaching the end of the 2024 permitting cycle. The numbers below show the *approximate* number of reviews and approvals by City Staff for the year as of the date of this report and according to the records available to me:

- Approximately 38 processed applications for construction/development:
 - 36 total permits/approvals issued:
 - Twenty eight issued within City Limits, and
 - Eight issued in the extra-territorial jurisdiction.
 - Two projects required additional information or demonstration of compliance with codes with no formal response from the applicant. No permit was issued.
- Two permits for new single-family residential construction (all within ETJ).
 - Two applications for new ETJ residences are currently ready to be approved, however, the applicants have not paid the permit fees yet, so permits have not been issued.
- Eleven approvals for fencing.
 - One conditional use permit for fencing. (This is also the **ONLY** conditional use permit approved by the City.)
- Six permits for residential additions (mostly attached decking).
- Four permits for residential accessory structures.
- Three permits for private swimming pools.
- Two permits for commercial additions (small-scale).
- Two permits for residential remodels.
- Three misc. approvals for an active project

Encl: NeDNR Correspondence

NEBRASKA

Good Life. Great Water.

DEPT. OF NATURAL RESOURCES

November 20, 2024

Matt Thompson
Mayor
112 Vine St
Yutan, NE 68073



Jim Pillen, Governor

Subject: Closeout of the Yutan Community Assistance Contact (CAC)

Dear Mayor Thompson,

In an effort to provide the best assistance to Nebraska communities participating in the National Flood Insurance Program (NFIP), the Nebraska Department of Natural Resources' (NeDNR) Floodplain Management Division conducted a Community Assistance Contact (CAC) with Yutan on 10/22. Robert Costa represented the city as the Floodplain Administrator, and Isabella Bialas represented the NeDNR Floodplain Management Section. The specific goal was to discuss the implementation of the community's floodplain ordinance to ensure your community remains in good standing with the NFIP.

General discussion points were:

- The administration of your floodplain program.
- Your community's Floodplain Ordinance.
- The Flood Insurance Rate Maps of your community, their accuracy, and usage.
- The permits, certificates, and variances used in your program.
- Any help or training we could provide.

Some tasks to be accomplished for Yutan to remain compliant:

- Continue to be familiar with the regulations in your floodplain ordinance.
- Consider updating the floodplain ordinance to the newest Nebraska Model. The Model can be found here under Legal Authority: <https://dnr.nebraska.gov/floodplain/digital-desk-reference>
- Continue to permit **all** development in the community's Special Flood Hazard Area.
- Be aware of NeDNR's Floodplain Interactive Map: <http://ne.gov//go/floodriskmap>
- Be aware of future training opportunities provided by NeDNR via Zoom and Webinar. Invitations to these trainings will be sent from NEDNR@public.govdelivery.com.

Jesse Bradley, P.G., Interim Director

Department of Natural Resources

245 Fallbrook Blvd., Suite 201 OFFICE 402-471-2363
Lincoln, Nebraska 68521 FA 402-471-2900

dnr.nebraska.gov

11/20/2024

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- Ensure you are able to receive NeDNR's Floodplain Management Section Newsletter by visiting <https://dnr.nebraska.gov/floodplain>. Past publications can be accessed at <https://dnr.nebraska.gov/floodplain/nebraska-floodplain-management-newsletters>

Some specific tasks for NeDNR to accomplish:

- Create and invite your community to any future online training opportunities.
- Continue to provide information on NFIP compliance, along with training and other important floodplain administration information.

Our meeting demonstrated that you have a great understanding of the responsibilities of the Floodplain Administrator position. Yutan's Floodplain Regulations were reviewed and found to be in compliance with the minimum standards for Nebraska and the NFIP. At this time, there are no further actions required of the community to establish compliance with the NFIP or State Minimum Standards for floodplain management. We greatly appreciated your time, this opportunity to aid your community in NFIP compliance, and to learn from your community's experiences, successes, and struggles in the field. The more we learn about your needs, the better we may serve you! In the future, please keep in mind that we are available to provide technical assistance, share additional resources, and work with you to identify processes that satisfy the minimum requirements of your own local floodplain ordinance, the State Minimum Standards for Floodplain Management programs, and the National Flood Insurance Program.

Sincerely,

Isabella Bialas

Isabella Bialas
NFIP Specialist
(402) 531-1065
Nebraska Department of Natural Resources



Memorandum

To: Mayor and City Council
From: Bob Oliva, City Administrator
Date: 12-12-2024
Re: December 2024 Council Report

The past month I have been working with the McInnes Group on employee health insurance. Dennis Maggart from McInnes Group will attend the December meeting to answer any questions you may have.

After paying our insurance premium to LARM I noticed it was substantially more than last year. I contacted Clint Simmons with LARM. He indicated that the premium we paid last year was prorated and not a full year's premium. We did add a couple of new items: the new tractor and the new UTV. With that being said, the premium is very close to what it was with the previous provider. I wanted to make you aware of that as you were led to believe it was going to be considerably less.

Brandy and I met with Power Manager to change our coding system to more accurately reflect payroll, payroll taxes, and other expenditures. This will help us give you a better financial report every month.

Brandy and I met with Eakes about the document storage that we are paying almost \$800 a month for. We felt like it was not very user friendly, and very expensive. After talking with them we discovered we are paying for a plan that is for things we don't need or can even use. We have another meeting scheduled with them to scale down our plan, and ultimately the cost to a level that we all feel comfortable with.