

Agenda
Yutan City Council
Tuesday, April 15, 2025
7:00 P.M. – Yutan City Hall
112 Vine St, Yutan NE 68073

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

- 7:00 Meeting to Order
Statement from the Mayor Regarding the Posted Location of Open Meetings Act
Statement from the Mayor Regarding the Meeting Code of Conduct
Roll Call
Pledge of Allegiance
- 1) **Consent Agenda**
 - a. Approve Minutes of March 25, 2025, Council Meeting
 - b. Treasurer's Report
 - c. Claims

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

 - 3) **Presentations from Guests**
 - a. None

 - 4) **Other Action Items**
 - a. Blue Valley Public Safety Maintenance Agreement
 - b. Interlocal Cooperation Act Agreement (Mosquito Control)

 - 5) **Discussion Items**
 - a. Newspaper Closing
 - b. Pavillion Upgrades
 - c. Interlocal agreement with the Village of Mead for Police Enforcement

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

e. City Administrator-Annual TIF Report

7) Items for Next Meeting Agenda

Meeting Adjourned

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

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

Yutan City Council
Tuesday, March 25th, 2025
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 25th DAY OF MARCH 2025, AT 7:00 p.m.

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

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

1) Consent Agenda

- a. Approve Minutes of the February 18th, 2025 Regular Meeting
- b. Treasurer's Report
- c. Claims-ARCS-LLC \$363.00, **Blackstrap Inc.** \$1,935.70, **Blizzard Boys, LLC** \$670.00, **BlueCross BlueShield** \$1,900.17, **Bobcat** \$1,571.11, **Bolter, Brandy** \$393.14, **Bomgaars** \$158.89, **Capital Business Systems** \$177.10, **Cardmember Systems** \$858.32, **Colonial Research** \$596.94, **Column Software PBC** \$172.44, **Costa, Robert** \$28.00, **Cubby's** \$516.95, **Culligan** \$123.50, **Eakes** \$894.04, **Elite Vehicle Outfitters** \$2,282.81, **Engel, Vicki** \$270.00, **Fiscus, Brittany** \$150.00, **General Concrete, Inc.** \$3,100.00, **Grainger** \$584.41, **Great Plains Uniforms** \$20.00, **Hometown Leasing** \$69.74, **Hydro Optimization & Automation Solutions, Inc.** \$527.00, **JEO** \$2,117.50, **Johnson Service Company** \$17,786.75, **MUD** \$428.60, **Municipal Supply, Inc.** \$1,902.90, **Mutual of Omaha** \$36.00, **Nebraska Department of Revenue** \$890.94, **Nebraska State Patrol** \$370.50, **NMC, Inc.** \$265.42, **Oliva, Robert** \$275.00, **One Call Concepts** \$7.73, **On Target Ammunition, LLC** \$152.69, **OPPD** \$6,050.28, **Purchase Power** \$737.07, **Road Runner Transportation** \$415.00, **Roll Door, Inc.** \$330.00, **Saunders County** \$7,458.45, **Titan Machinery** \$1,536.60, **The Lincoln National Life Insurance Company** \$392.49, **Ty's Outdoor Power & Service** \$493.34, **US Cellular** \$106.81, **U.S. Treasury-EFTPS** \$10,236.40, **Workman HVAC** \$550.00, **Ziembra, Trevor** \$285.00. **Total w/o Payroll** \$70,188.73, **Payroll** \$48,278.80, **Total w/Payroll** \$118,467.53.
- d. A motion to approve the consent agenda was made by Chittenden and seconded by Smith. Upon roll call vote was as follows: YEAH: Lawton, Schimenti, Chittenden, Smith. NO: None, Motion Carried.

2) Resolutions

- a. Resolution 2025-2 Interlocal Agreement with the Village of Mead for police force
 - i. Mayor Thompson went over the interlocal agreement with the Village of Mead and stated that if there is a police officer within Yutan they will make a drive through Mead, but they will not be doing ordinance issues. The Village of Mead had a council meeting and did not approve of the Interlocal agreement at the time, but if Yutan agrees to it at tonight's meeting they will hold a special meeting to approve it on their end. Council member Chittenden asked if we are currently getting shifts covered for here in Yutan. Chief Hannan stated that it is getting better and that this hopefully makes it easier for filling shifts. Council member Schimenti asked if Chief Hannan was comfortable with this agreement and asked if there was a way to pull out of it if it did not work out. Mayor Thompson stated that it is within 60 days. Council member Chittenden asked about keeping track of the schedule and Mayor Thompson stated that Chief Hannan would keep track of the schedule and have it available for Mead for inspection.
 - ii. A motion to approve Resolution 2025-2 to Enter an Interlocal Agreement with the Village of Mead to Contract for a Police and Law Enforcement Services was made by Chittenden and seconded by Lawton. YEAH: Schimenti, Chittenden, Smith, Lawton. NO: None, Motion Carried.

3) **Ordinances and Public Hearings**

- a. Ordinance 812-Planning Commission Procedural Changes (Amending Article 2, Section 2, of Municipal Code)
 - i. Staff Reporting-Community Planner Robert Costa stated that the Planning Commission is down to 5 members with an alternate and that is what state law requires. Council member Smith asked if a planning commission member could be a part of the board. Costa stated that the previous language within the municipal code stated that no, a board member could not be part of another board, council member, or an employee. The new language would allow for a member from another board to be part of the planning commission, but the commission wanted it changed to where a current employee of the city could not be part of the board.
 - ii. Public Hearing- A public hearing was opened at 7:12 pm; no comments were made. The public hearing was closed at 7:13 pm.
 - iii. Ordinance 812
 - 1. A motion to approve the first reading and to waive the next two readings of Ordinance 812-Planning Commission Procedural Changes (Amending Article 2, Section 2, of Municipal Code) was made by Schimenti and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Chittenden, Smith, Lawton, Schimenti. NO: None, Motion Carried.
- b. Ordinance 813-Kirby-Gumm Zoning Text Amendment Request (allowing lit signs in I-1, I-2, & B-3 Zoning Districts)
 - i. Staff Reporting-Community Planner Robert Costa presented the council with the requested text amendment to the Zoning ordinance for Yutan that would allow lighted/animated signs in the highway business, light industrial, and heavy industrial zoning districts. These districts currently prohibit lit/animated signs. The planning Commission felt that animated signs had potential for impacts that

were appropriate to review as a conditional use. Council member Chittenden asked what type of sign will be going on the Kirby-Gumm building and it was stated that it would be on the building. Council member Schimenti asked if a Runza wanted to come in would they be able to come in and put in one of their signs. Costa stated according to the current codes not, but they are working on getting the zoning changed and cleaned up. Discussion was held over who regulates certain signs within the highway right of way.

- ii. Public Hearing-A public hearing was opened at 7:23 pm-Lindsay Nelson asked that once there is a sign does it supersede the ordinance/covenant, due to that is how it is in residential areas. Costa stated that he would need to look further into the law. Mayor Thompson stated that that goes back to the state right away. 7:25
- iii. Ordinance 813
 1. A motion to approve the first reading and to waive the next two readings of Ordinance 813-Kirby-Gumm Zoning Text Amendment Request (Allowing Lit Signs in I-1, I-2, & B-3 Zoning Districts) was made by Schimenti and seconded by Lawton. Upon roll call vote was as follows: YEAH: Smith, Lawton, Schimenti, Chittenden. NO: None, Motion Carried.

4) Other Action Items

- a. Acceptance of Updates to the Employee Handbook
 - i. A motion to approve the Updates to the Employee Handbook was made by Lawton and seconded by Smith. Upon roll call vote was as follows: YEAH: Lawton, Schimenti, Chittenden, Smith. NO: None, Motion Carried. ALL NO:
- b. The Blue Cell Tabletop Exercise
 - i. Mayor Thompson discussed what Blue Cell tabletop exercise is and how it will be conducted. It is a tabletop that will include the fire department, police, emergency manager, school, city council and school board and what everyone's roles are during an emergency/national disaster. Council member Chittenden asked if the cost covers everything. Mayor Thompson stated that the cost does cover everything and that Blue Cell would be present during the exercise. Blue Cell will also come in if there were an incident to assist.
 - ii. A motion to approve the Tabletop Exercise with Blue Cell and to host was made by Chittenden and seconded by Lawton YEAH: Schimenti, Chittenden, Smith, Lawton. NO: None, Motion Carried.

5) Discussion Items

- a. Council member Schimenti stated that the pickleball courts are in rough shape and that the wind panels need to be replaced, along with the gates needing some repair. He believes that they have slid down and are making it hard to enter the courts, along with the locking mechanism being bent. Council member Lawton stated that the shade canopy at Timbercrest park is also torn up and may need to be replaced. Council member Chittenden stated that during the winter they may need to take down the wind panels at the pickleball courts during the winter months.

6) Supervisor Reports

- a. Library Director
- b. Utility Superintendent-was not submitted
- c. Police Chief
- d. Community Planner
- e. City Administrator-any interest in pursuing different internet for the office such as Starlink. Council member Schimenti stated that he has starlink and that he only lost it when he lost power, but was able to run it off his generator. Council member Chittenden asked to see prices for different internet sources.

7) Items for Next Meeting Agenda

Meeting Adjourned-a motion to adjourn at 7:45 pm was made by Chittenden and seconded by Smith. Upon roll call vote was as follows: YEAH: Chittenden, Smith, Lawton, Schimenti. NO: None, Motion Carried.

NEXT MEETING DATES

Planning Commission- April 8th, 2025, 7:00 P.M.

City Council Meeting-April 15th, 2025, 7:00 P.M.

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Matt Thompson, Mayor

Brandy Bolter, City Clerk/Treasurer

Banking

Account #	Account Name	Balance
3377	General Checking	\$ 246,476.95
7727	General Money Market	\$ -
7948	Water Bill	\$ 122,711.92
7970	Sewer Account	\$ -
Total Operating Funds(Liquid)		\$ 369,188.87
6578	Bond Fund	\$ 104,177.21
7725	Reserve Account	\$ 5,399.69
7959	Keno Checking	\$ 133,714.05
Total Reserve Funds (Liquid)		\$ 243,290.95
3101	City of Yutan CD	\$ 202,015.14
*3103	City of Yutan CD	\$ 373,212.44
**5415	City of Yutan CD	\$ 107,231.68
Total of CD Accounts		\$ 682,459.26
Total Liquid Funds		\$ 612,479.82
Total of all Funds		\$ 1,294,939.08

5469	Community Redevelopment	\$222,281.67
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Total Funds In all Accounts \$ 1,517,220.75

NOTE

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

Date 4/9/25

Bonds & Loans					
Account #	Account Name	Origin Date	Balance	Yearly Obligation	Paid From
8179	Cedar Drive Asph. Overlay	7/15/2020	\$ -	\$ -	3377 Gen
8435	Cruiser Purchase & BLDG	3/20/2023	\$ 54,130.54	\$ 12,700.32	3377 Gen
8407	2023 GMC Sierra & Access	10/31/2022	\$ 58,631.89	\$ 14,185.80	3377 Gen
8053	Skid Loader & UTV	5/1/2019	\$ -	\$ -	3377 Gen
2012	G.O. Bonds	3/27/2012	\$ 95,000.00	\$ 47,310.00	6578 Bond
2014	2014 Water Bonds	3/18/2014	\$ -	\$ -	6578 Bond
8325	Street Improvements	12/21/2021	\$ 631,776.50	\$ 106,405.48	CRA
7609	Splash Pad TIF	7/20/2016	\$ 155,122.16	\$ 12,022.00	CRA
7345	Thompson	5/26/2015	\$ 50,849.30	\$ 9,237.60	CRA
C318035	CWSRF	12/21/2021	\$ 880,605.08	\$ 53,139.75	7948 Water
D311662	DW311662	7/9/2023	\$ 666,880.14	\$ 22,995.86	7948 Water
	Sudbeck 1 TIF (Frontier 5897)	2015	\$ 567,989.40	\$ 73,464.84	CRA
	Sudbeck 2 TIF (Frontier 5898)	2017	\$ 495,105.70	\$ 64,283.56	CRA
	Sudbeck 3 TIF (Frontier 5899)	2020	\$ 415,316.22	\$ 54,054.36	CRA
	Mason Creek Apts. II	2024	\$ 182,000.00	\$ 18,570.00	CRA
8579	1st & Poplar Street 2019	2024	\$ 571,513.10	\$ 100,021.46	Gen/CRA

	Balance	Yearly Obligation
Bond Obligation	\$ 95,000.00	\$ 47,310.00
Gen Fund Obligation	\$ 398,518.98	\$ 76,896.85
CRA Obligation	\$ 2,742,304.13	\$ 388,048.57
Water/Sewer Funds	\$ 1,547,485.22	\$ 76,135.61
Total Obligation	\$ 4,783,308.33	\$ 588,391.03

50/50 split

Balance Sheet CITY OF YUTAN

FIXED ASSETS & ASSETS

Asset

10-10-01000	GENERAL CHECKING	377,235.83
10-10-01010	0101 GENERAL MONEY MARKET	37,138.44
10-10-01020	GENERAL CERTIFICATE OF DEPOSIT	367,245.66
10-10-01050	RESERVE ACCOUNTS	(250,385.14)
10-10-03000	DUE FROM COUNTY - GENERAL	5,446.36
10-11-01000	GENERAL CHECKING	(1,604.49)
10-11-01100	POLICE RESERVE	9,691.62
10-11-01110	CRIME STOPPERS RESERVE	483.02
10-12-01000	GENERAL CHECKING	(16,225.90)
10-13-01000	GENERAL CHECKING	(6,989.15)
10-13-01150	PARK EQUIPMENT RESERVE	153.02
10-14-01000	GENERAL CHECKING	(127,588.71)
10-14-01090	STREET RESERVE	44,402.22
10-20-01000	GENERAL CHECKING	(32,350.09)
10-21-01000	GENERAL CHECKING	(32,620.09)
20-20-01400	WATER RESERVE	128,059.03
20-20-01405	WATER CHECKING	74,823.58
20-20-03180	ACCOUNTS RECEIVABLE - WATER	160,655.99
20-20-08100	WATER CASH IN DRAWER	125.00
20-21-01405	WATER CHECKING	47,079.38
20-21-01470	SEWER RESERVE	94,060.90
20-21-01490	SEWER CHECKING	47,286.74
20-21-03190	ACCOUNTS RECEIVABLE - SEWER	152,054.81
30-30-02030	BOND - CERTIFICATE OF DEPOSIT	105,723.38
30-30-02040	BOND CHECKING	104,177.21
30-30-05000	DUE FROM COUNTY- DEBT SERVICE	1,525.36
40-40-01180	KENO CHECKING	133,714.05
40-40-03210	ACCOUNTS RECEIVABLE - KENO	0.00

Total Asset

1,423,318.03

Fixed Asset

20-20-08550	LAND - WATER	10,500.00
20-20-08560	BUILDINGS - WATER	2,676,405.98
20-20-08570	EQUIPMENT - WATER	285,092.99
20-20-08580	ACCUM. DEPRICATION- WATER	(887,828.00)
20-21-09530	LAND - SEWER	175,580.63
20-21-09540	BUILDINGS - SEWER	2,396,770.56
20-21-09550	EQUIPMENT - SEWER	87,476.01
20-21-09560	ACCUM. DEPRICATION - SEWER	(1,058,517.78)

Total Fixed Asset

3,685,480.39

Total Fixed Assets & Assets

\$5,108,798.42

LIABILITIES & EQUITY

Liability

10-10-03500	ACCCOUTS PAYABLE	9,094.80
10-10-21000	PAYROLL LIABILITIES	0.00
10-10-2100D	Dental Insurance	225.26
10-10-2100H	Health Insurance	5,801.04
10-11-03500	ACCCOUTS PAYABLE	10,217.59
10-11-21000	PAYROLL LIABILITIES	0.00
10-12-03500	ACCCOUTS PAYABLE	6,428.17
10-12-21000	PAYROLL LIABILITIES	0.00
10-13-03500	ACCCOUTS PAYABLE	495.42
10-13-21000	PAYROLL LIABILITIES	0.00
10-14-03500	ACCCOUTS PAYABLE	11,881.11
10-14-20110	*ACCOUNTS PAYABLE	0.00
10-14-21000	PAYROLL LIABILITIES	0.00
10-20-03500	ACCCOUTS PAYABLE	13,350.37
10-20-21000	PAYROLL LIABILITIES	0.00

Balance Sheet CITY OF YUTAN

LIABILITIES & EQUITY

Liability

10-21-03500	ACCCOUTS PAYABLE	13,350.37
10-21-21000	PAYROLL LIABILITIES	0.00
20-20-03490	ACCOUNTS PAYABLE	(51,860.69)
20-20-08500	ACCOUNTS PAYABLE - WATER	12,831.15
20-20-08630	WATER DEPOSITS PAYABLE	8,136.50
20-20-08700	WATER NOTE PAYABLE	678,378.07
20-20-21000	PAYROLL LIABILITIES	0.00
20-20-88800	SALES TAX WATER	65.45
20-21-09500	ACCOUNTS PAYABLE - SEWER	9,143.00
20-21-09630	SEWER DEPOSITS PAYABLE	8,137.50
20-21-21000	PAYROLL LIABILITIES	0.00
20-21-98800	SALES TAX SEWER	6,561.30
20-21-98801	SEWER NOTES PAYABLE	902,632.32
30-30-03500	ACCCOUTS PAYABLE	0.00
30-30-38020	TRUCK LOAN	0.00
30-30-38040	TRUCK AND PLOW	0.00
30-30-38050	POLICE CRUISER	0.00
40-40-03500	ACCCOUTS PAYABLE	0.00
	Total Liability	1,644,868.73

Equity

10-10-03990	FUND BALANCE	1,031,159.53
10-11-03990	FUND BALANCE	(129,784.08)
10-12-03990	FUND BALANCE	(74,755.43)
10-13-03990	FUND BALANCE	(46,001.12)
10-14-03990	FUND BALANCE	139,356.54
20-20-03980	FUND BALANCES	1,786,037.83
20-20-08990	FUND BALANCE- WATER	0.00
20-21-03980	FUND BALANCES	858,926.59
20-21-09990	FUND BALANCE - SEWER	(58,474.24)
30-30-05990	FUND BALANCE- DEBT SERVICE	274,001.11
40-40-04990	FUND BALANCE - KENO	98,151.75
	Net Income	(414,688.79)
	Total Equity	3,463,929.69

Total Liabilities & Equity

\$5,108,798.42

Report Setup

All accounts are included
 Sorted by :
 Includes accounts from 00-00-00000 to ZZ-ZZ-ZZZZZ
 Printed for period ending 4/10/2025
 Printed for all sources

Vendor	Amount	Discription	Account
ARCS-LLC	\$195.00	Google Workspace	10310
Blue Cross Blue Shield	\$1,900.17	Health Insurance	10120
Blue Valley Public Public Safety, Inc.	\$1,884.00	Maintenance Contract for the Outdoor warning System	10040
Cardmember Services	\$2,697.65	Credit Card Statement	Multiple
CleanUp Containers	\$600.00	Cleanup at Itan Pavillion	14920
Colonial Research	\$2,202.24	Chemicals	14260
Column Software PBC	\$157.79	Local Publishing	10330
Cubby's	\$670.65	March Gas Statement	20240, 80240, 90240, 11240
Culligan	\$89.25	Water Equipment and Water	10260, 20260, 80260, 90260
DataShield	\$61.67	Office Shredding	10260
Eakes	\$620.99	Copier Paper and document managment	10260, 10310
Engel, Vicki	\$270.00	Office Cleaning	10260
Frontier Cooperative	\$1,743.66	Unleaded Gasoline	20240, 80240, 90240
Hometown Leasing	\$69.74	Copier Lease	10680
Humbolt Specialty Mtg	\$135.36	Sprinkler Parts	14260
JustinCase Enterprises	\$2,106.25	Telahandler, labor, and snow removal	20940, 14920, 20090
Lopeman Photography	\$1,000.00	headshots	10330
Lowes	\$1,089.56	Supplies	20920, 20650, 80260, 90690, 20660
Menards	\$53.97	Toilet Repair Kit	80260
Metropolitan Utilities District	\$190.70	Gas Utilites at the Shop	20820
Midwest Laboratories Inc.	\$65.60	Lagoon Discharge test kit	90790
Mutual of Omaha	\$36.00	Life and Disability Insurance	10240
Nebraska Charitable Gaming	\$3,392.00	Form 51C Lottery Tax Return	10810
Nebraska Department of Labor	\$321.35	UC Wage Income Tax Report-Unemployment	10150
Nebraska Department of Revenue	\$6,828.08	Quarterly 941N and Form 10 Local Sales and Use Tax	1007F, 80810
Nebraska Turf Products	\$459.25	prodiamine	14260
Odeys	\$1,077.40	Ballfield equipment	14260
One Call Concepts, Inc.	\$6.91	Locate Fees	80270
OPPD	\$5,091.99	Electrical Utilities	Multiple Accounts
Pitney Bowels Global Financing	\$212.11	Leasing on Postage Machine	10680
Road Runner Transportation LLC	\$655.00	Trash Services	20810
Spectra Associates, Inc.	\$221.50	Ordinance Book	10260
The Diamond Groundskeeper	\$505.00	Field Chalk	14260
The Lincoln National Life Insurance Company	\$392.49	Life Insurance	10240
Ty's Outdoor Power & Service	\$564.29	Blades for mower	14260
U.S. Cellular	\$106.82	Monthly Cellphone Bill	10080, 10090, 11080
U.S. Treasury-EFTPS	\$11,207.27	941 Payroll Tax	1007F
Total w/o Payroll	\$48,881.71		
Payroll	\$15,258.90		
Total w/Payroll	\$64,140.61		

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 4/10/25
Re: Storm Siren Maintenance Agreement

Attached is the annual storm siren maintenance agreement with Blue Valley Public Safety. The renewal for this year is \$1884.00 and is a budgeted item. This plan includes the annual maintenance which was done on 2-26-25. They also provide prioritized service to us if we need it and discount on parts.

FISCAL IMPACT:

\$1884.00

STAFF RECOMMENDATION:

Seeking a motion and a second to approve the maintenance agreement with Blue Valley in the Amount of \$1884.00



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

March 14, 2025

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

Dear Ms. Bolter,

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

The contract for maintenance on the **Yutan, NE Outdoor Warning Siren System** is for the year, **April 1, 2025 through March 31, 2026**. Some of the prices have increased slightly, but the terms and conditions have remained the same as last year.

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

Thank you for your continued interest in our services.

Sincerely,

A handwritten signature in blue ink that reads "Dee A. Wieduwilt". The signature is written in a cursive style and is positioned above a horizontal line.

Dee A. Wieduwilt
Office Manager
DAW/ban

Encl.



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

MAINTENANCE AGREEMENT

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

Maintenance Agreement No.: 314251414 Please reference this no. on your order Date: 3/14/25 Maintenance Period 04/01/2025 thru 03/31/2026
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Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 5 Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	2	MC-2001DC	Maintenance Contract for Model 2001/508/Eclipse/Equinox DC Siren head	\$24.00	\$48.00	\$576.00
2	2	MC-FC	Maintenance Contract for FC/DCFCB One-Way Control	\$16.50	\$33.00	\$396.00
3	8	MC-BATT	Maintenance Contract per standard battery	\$9.50	\$76.00	\$912.00

Total of Contract Monthly	\$157.00
Total of Contract Annually	\$1,884.00

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

Terms / Conditions

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

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

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

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



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

MAINTENANCE AGREEMENT

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

Maintenance Agreement No.:
314251414
Please reference this
no. on your order
Date Quoted: 3/14/25

I here fore agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____ Date: _____
Title: _____

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Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to

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1-800-288-5120

MAINTENANCE AGREEMENT

which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

5 Business Days Response Time.

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Fax: 816-847-7513
dee@bvpsonline.com



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

02/26/2025

City of Yutan, NE
Attn: City Clerk Brandy Bolter
Utility Superintendent Luke Wooster
PO Box 215
Yutan, NE 68073

Email 1: bbolter@cityofyutan.com
Email 2: lwooster@cityofyutan.com

Report of work performed on the outdoor warning siren system

Site Number: 01 (BVPS Site ID: 5391)

Site Address: 3rd & Vine
Mechanical Siren: 2001SRNB DC
Siren Controller: DCFCBH
Device Serial: 13510

Reported Issue:

Perform Preventive Maintenance and Battery Change

Service Date: 02/26/2025

The yearly maintenance has been performed on the City's outdoor warning siren equipment. We have checked the rotation of the siren, and the operation of all motors, chargers, and replaced all (4) batteries. We have completed our visual check of the installation, antenna system, and electrical grounding. The RF frequency has been tested from our service monitor and Dispatch for signal verification. Siren has checked fine.



Site Number: 02 (BVPS Site ID: 5392)

Site Address: 2nd St. & South Ridge

Mechanical Siren: 2001SRNB DC

Device Serial: DC3148F06

Siren Controller: DCFCBH

Reported Issue:

Perform Preventive Maintenance and Battery Change

Service Date: 02/26/2025

The yearly maintenance has been performed on the City's outdoor warning siren equipment. We have checked the rotation of the siren, and the operation of all motors, chargers, and replaced all (4) batteries. We have completed our visual check of the installation, antenna system, and electrical grounding. The RF frequency has been tested from our service monitor and Dispatch for signal verification. Siren has checked fine.

We appreciate your business.

Thank You,

Norma R. Cates

President
NRC/ban

Memorandum

To: Mayor and City Council
From: Brandy Bolter, City Clerk
Date: 4/10/25
Re: Mosquito Control Agreement

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

FISCAL IMPACT:

\$450.00 per application

STAFF RECOMMENDATION:

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

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

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

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

RECITALS

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

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

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

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

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

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

- A. Wahoo: Gerald D Johnson, Mayor
City of Wahoo
605 North Broadway
Wahoo, NE 68066
402-443-3222
- B. Yutan: Matt Thompson, Mayor
City of Yutan
112 Vine Street
Yutan, NE 68073
402-625-2112
- C. Said designated agents shall serve in said capacity until their respective Governing Bodies designate a different designated agent and so notifies the other party.

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

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

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

CITY OF WAHOO, NEBRASKA

DATED: _____, 2025

BY: _____
Gerald D Johnson, Mayor

CITY OF Yutan, NEBRASKA

DATED: _____, 2025

BY: _____
Matt Thompson, Mayor

**CITY OF YUTAN MAINTENANCE DEPARTMENT
MONTHLY REPORT FOR March 2025**

WATER DEPARTMENT

1. MONTHLY TESTS: all tests were good.
2. LOCATES: performed as needed.
- 3.

SEWER DEPARTMENT

1. Opened lagoons 2 to 3.
2. Started Discharging April 10th

STREET DEPARTMENT

1. Replacing stop signs

MISC.

1. Finished windscreen on pickleball fences.
2. Washed and put away snow equipment.
3. Fertilized all ballfields and parks.

NEXT MONTH

1. Turn on all water to sprinklers and concessions.
2. Replace 2 spray features on splash pad, expected delivery date is May 9th.
3. Mulch trees in parks
4. Seasonal guys will be starting at the end of May.
- 5.

10-April-2025

L. Woster

MEMORANDUM

FROM: Robert Costa, Community Planner
TO: City Council & Mayor of Yutan, Nebraska
DATE: April 10, 2025
SUBJECT: **Community Planner's April 2025 Report**

Gentlemen:

Permit application submittals are currently slow, but the permits that have been issued are for projects that are actively progressing. The number of inspections that I have conducted over the past few weeks are more than I typically see in one month's time, so there's a lot of new construction occurring. Most of this construction (admittedly) is occurring within the ETJ, but projects are still happening within city limits.

Work continues on the zoning update, and I believe that some resolution to the challenges that I've been facing is starting to break through. My biggest challenge is refining the existing provisions and requirements down to priorities that genuinely protect the public health, safety, and general welfare - which is the main purpose of zoning - while still protecting property rights and not overburdening our residents and businesses. I genuinely believe that a draft document will be in front of you sometime soon and I should have a timeline in mind by the end of the month.

It goes without saying that my door is always open if you want to have a conversation about the tasks that are under my purview. The more that we communicate with each other, the more I understand your individual priorities and can then see how they overlap and unite with other things I'm hearing from the public, stakeholders, your colleagues on the council, and others that I talk to on a daily or weekly basis.

I truly appreciate the opportunity to serve this community. It's genuinely an honor and I enjoy being here. Thank you.

Memorandum

To: Mayor and City Council
From: Bob Oliva, City Administrator
Date: 04-10-2025
Re: April 2025 Council Report

I recently attended Street Superintendents Certification testing in Lincoln during the first week of April. I anticipate the results will be available sometime in May.

Also, I wanted to share some updates regarding the recent power outage. Our investment in new equipment, especially the generator for the sewer lift station, proved invaluable in maintaining the city's waste management operations during the outage.

Currently, only one of our water wells has generator auxiliary power. I've explored options for adding this to the second well at the Itan field, but the cost is estimated to be several thousand dollars. Yesterday, I met with representatives from the NRD who informed me about a potential grant that could help offset these costs. They also mentioned other grant opportunities for projects like monitoring wells and test wells, which would significantly benefit our city's water system. A test well is essential for identifying a suitable water source for a third well, while monitoring wells are vital for identifying potential issues such as drought and water quality. The NRD expressed strong interest in Yutan installing monitoring wells. Furthermore, there is a direct grant available for potential extensions to our trails and parks.

Lastly, regarding the pavilion at Itan Park, which was destroyed in the recent storm: we filed a claim and received a valuation of \$28,131.97. After deducting the \$1,000 deductible, the city received a check for \$27,131.97. A discussion item has been added to the agenda to discuss possible structure replacement.

Starlink estimate is \$700 for equipment, and \$165 per month.