

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
OCTOBER 18, 2021
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

--A COPY OF THE OPEN MEETINGS ACT IS AVAILABLE FOR PUBLIC INSPECTION—

--THE BOARD OF TRUSTEES RESERVES THE RIGHT TO GO INTO EXECUTIVE SESSION PER NRS 84-1410—

--PLEDGE OF ALLEGIANCE

1. Report from Fire & Rescue.
2. Discuss/possible action: Approve purchase of Samsung Galaxy Tab S7 for the Rescue Department from Verizon Wireless in the amount of \$749.99.
3. Open Forum.
4. Discuss/possible action: Consider approval of Agreement for Recycle Service with Quik Dump Refuse, Inc.
 - a. Discuss/possible action: Consider approval of Interlocal Services and Cooperation Agreement for recycling cost-share with Cass County.
5. Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4.
6. Discuss/possible action: Resolution 2021-10 – Adoption of a revised Village of Eagle Employee Handbook.
7. Discuss/possible action: First reading of Ordinance 2021-13 – Adopting a Benefits Summary Sheet for Regular Full-time and Regular Part-time Employees.
8. Discussion: Municipal street repairs and budgetary guidelines.
9. Report on Streets and Maintenance.
10. Report on Wells and Sewer.
11. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
12. Report from Committees and Boards.
13. Discuss/possible action: Reclassification of Terry Caddy from Temporary Employee to Regular Part-Time Employee.

The Agenda is readily available for inspection at the Village Clerk's Office located at 747 S. 2nd Street, Eagle, Nebraska during regular business hours.



- Samsung Galaxy Tab S7 – Government pricing is \$749.99
- Unlimited data - \$39.99/month

Matt Lindberg

Senior Manager – Public Sector

Gov Support - 800.295.1614

governmentaccountsupport@verizonwireless.com

AGREEMENT FOR RECYCLE SERVICE

Village of Eagle, NE

Recycle Service, Community Drop Site, Eagle, NE

This Agreement entered into as of the ____ day of ____, 2021, by and between Quik Dump Refuse, Inc. whose mailing address is P.O. Box 160, Waverly, NE 68462 herein called "Quik Dump Refuse" and the Village of Eagle, NE, hereinafter referred to as "Village of Eagle."

WITNESSETH:

WHEREAS, Quik Dump Refuse is engaged in the business of collection and disposal of garbage and recycling and Village of Eagle desires to contract with Quik Dump Refuse for the collection and disposal of recycling from the community recycle drop site located at _____ in Eagle, NE starting with the ____ day of _____, 2021 ("Effective Date") through the ____ day of _____, 2021, with the option to extend for one year periods as set forth herein.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. Quik Dump Refuse shall provide the collection and disposal of recycling from the community recycle drop site in Eagle, NE.

SECTION 2. The term of this Agreement shall begin as of the Effective Date and continue thereafter for a period of one (1) year (the "Initial Term"). Unless this Agreement is terminated by either party as set forth herein, this Agreement shall be automatically renewed for successive periods of one (1) year (each, a "Renewal Term") following expiration of the Initial Term and each successive Renewal Term. Notwithstanding the foregoing, this Agreement may be terminated prior to expiration of the Initial Term or any Renewal Term as set forth herein. The Initial Term and Renewal Term(s), if any, are collectively referred to herein as the "Term."

SECTION 3. Service to be provided:

- a. Quik Dump Refuse will charge a fee of \$200.00 per haul of the one 30yd roll-off container for cardboard plus the disposal fee charged by the recycle facility. Currently the disposal fee is \$0.00 per ton. This container will remain the property of Quik Dump Refuse. Quik Dump Refuse will maintain this container. This container will be hauled on a will-call basis.
- b. Quik Dump Refuse will charge a fee of \$200.00 per haul of the one 30yd roll-off container for single-stream recycling consisting of plastics #1-5, aluminum cans, tin cans, and paper plus the disposal fee of \$90.00 per ton of what the weight comes to. This container will remain the property of Quik Dump Refuse. Quik Dump Refuse will maintain this container. This container will be hauled on a will-call basis.
- c. For purposes of this Agreement, "will-call basis" shall be defined as Village of Eagle notifying Quik Dump Refuse when either container needs emptied and specifying which container(s) need emptied. Quik Dump Refuse reserves the right to haul the specified container(s) within 24 hours of receiving notification from Village of Eagle,

if the 24-hour period falls within normal operating hours of Quik Dump Refuse. If the 24-hour period falls outside of normal operating hours of Quik Dump Refuse, the container will be hauled by Quik Dump Refuse on the next normal operating day of Quik Dump Refuse.

- d. Quik Dump Refuse shall dispose of all collected materials in such a manner as to not create a nuisance and in accordance with the laws of the State of Nebraska and any regulations and ordinance of the county and municipality where the disposal is done.
- e. The inability of Quik Dump Refuse to make collection on schedule because of accident or cause beyond its control shall not be a violation of this contract unless such inability is the result of negligence or other improper acts on the part of Quik Dump Refuse.
- f. Copy of invoice to be sent to the Village of Eagle, _____, Eagle, NE 68347.

SECTION 4. Village of Eagle agrees to pay Quik Dump Refuse the sum of rates described in Section 3, a and b per month for service as agreed to in Section 3, a, b, c, d, and e. The rates, upon thirty (30) day written notice to the Village of Eagle, shall be increased due to rising cost of fuel or recycle facility rates, additional taxes, charges, surcharges and fees imposed by governmental authorities on the Collection Services or the Disposal Site after the date hereof and due to laws, rules, regulations and ordinances which are passed after the date hereof which have the effect of increasing the Collection Services or the Disposal Site direct costs. As of the Effective Date, Quik Dump Refuse is not aware of any such proposed additional taxes, charges, surcharges, fees or changes in laws, rules, regulations, ordinances or the interpretation or enforcement thereof. Quik Dump Refuse shall not be entitled to any increase associated with violations of laws, regulations, ordinances or permit conditions.

SECTION 5.

- A. Termination by Village for Cause. During any Term, the Village of Eagle may terminate this Agreement and any remaining obligations of the Village for Cause. For purposes of this Agreement, "Cause" shall be defined to include any material breach of any term or condition of this Agreement, provided the Village of Eagle has provided Quik Dump Refuse with written notice of the material breach and Quik Dump Refuse fails to remedy such breach within seven (7) days of such notice.
- B. Termination by Quik Dump for Cause. During any Term, Quik Dump Refuse may terminate this Agreement and any remaining obligations of the Quik Dump Refuse for Cause. For purposes of the Agreement, "Cause" shall be defined to include any material breach of any term or condition of this Agreement, provided the Quik Dump Refuse has provided the Village of Eagle with written notice of the material breach and the Village of Eagle fails to remedy such breach within seven (7) days of such notice.
- C. Termination by Either Party for Any or No Reason. Either Party may terminate this Agreement during any Term for any reason whatsoever or no reason upon sixty (60) days' written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated and shall be binding upon the parties heretofore until the ____ day of _____, 2021.

EXECUTED by Quik Dump Refuse this ____ day of _____, 2021.

ATTEST:

_____, Richard Mendoza, President, on behalf of Quick
Dump Refuse, Inc.

EXECUTED by Village of Eagle this ____ day of _____, 2021.

ATTEST:

_____, _____, on behalf
of the Village of Eagle, Nebraska.

Signature

Printed Name

Position

INTERLOCAL SERVICES AND COOPERATION AGREEMENT (Cost-share)

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the Village of Eagle, Nebraska, a body corporate and politic ("Village"), and the County of Cass, Nebraska a body corporate and politic ("County").

WHEREAS, County and Village are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-801 (Reissue 2007), et. Seq., which provides that two (2) or more public entities may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authorities capable of being exercised by either agency; and,

WHEREAS, the County encourages Cities and Villages within Cass County to have recycling programs,

WHEREAS, the County will share the costs with the Village for their costs for recycling service for one recycling container provided by a third party, as arranged by the Village, to be used to collect recyclables and transport them to a recycle center; and,

WHEREAS, Village desires to participate in such a recycling program; and,

WHEREAS, County is willing to pay a portion of the recycling expenses in order to assist the Village with their recycling efforts, by reimbursing the Village as described below in Section 3.

NOW, THEREFORE IT IS AGREED:

1. **STATUTORY AUTHORITY FOR THIS AGREEMENT:** Except in the case of termination of this Agreement as hereinafter provided in Section 4, the duration of this Agreement within the meaning of Neb. Rev. Stat. § 13-804(3)(a) shall be for one (1) year from the date of execution of the Agreement. This Agreement will automatically renew ANNUALLY unless terminated by either party pursuant to the notice provided for in Section 4.
2. **INTENT:** It is the expressed intent of Village to participate in a recycling program for the purpose of providing recycling opportunities to the citizens of the Village, and with other Cass County residents.
3. **FINANCIAL SUPPORT:** The County will provide financial support to the Village for said recycling services arranged by the Village. Said support will consist of the County periodically reimbursing fifty percent (50%) of the Village's costs for recycling service (limited to the renting, hauling, and tipping fees) for one recycling container provided by a third party, up to an annual maximum reimbursement of \$ 1,500. Said reimbursement by the County shall be paid to the Village quarterly, upon receipt of the bill by the County Clerk, for the duration of the Interlocal agreement between the County and Village.

In exchange for the County's financial support described above, the Village shall make arrangements and contract with a third party to provide a container, maintain a site for the recycling container, as well as arrange and schedule hauling of the container to an appropriate facility to be emptied. The Village shall ensure any third party provider of a recycling container and services has an appropriate policy of liability insurance.

4. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving the other party no less than ninety (90) days advance notice. In the event of termination prior to the end of a year, County's share of the expense shall be prorated on a monthly basis. Such notice shall be addressed to either the County Clerk or Village Clerk, as appropriate.
5. **LIABILITY:** Village agrees to indemnify and hold harmless, protect and defend the County, its elected and appointed officials, agents, representatives, employees, volunteers, and others working on behalf of the Village from all losses, demands, suits, actions, payments and judgments from personal injury, including bodily injury or death, or property damage brought or recovered against the County as a result of any act or

omission of the Village, its agents, representatives, employees, volunteers, and others working on behalf of the Village.

6. **ENTIRE AGREEMENT:** This Agreement with any attachments contains the entire agreement between the parties hereto, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Agreement cannot be amended except by written agreement by all of the parties hereto.
7. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will administer the terms of the contract. This agreement will be financed as may be provided for by law for each of the respective Parties.
8. **SAVINGS:** The parties do hereby agree that should any paragraph, clause, phrase, sentence, or provision of this Agreement be declared null, void, illegal, invalid, or otherwise, unenforceable, the remainder of this Agreement shall remain binding upon the parties hereto, and shall remain in full force and effect.
9. No personal, nor real, property shall be held pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and ear first written above.

Village Board Chairperson

Date

Village Clerk

Date

Chair,
Cass County Board of Commissioners

Date

County Clerk

Date

Approved as to form.

County Attorney

Date

WASTEWATER TREATMENT AGREEMENT

This Agreement made this ____ day of _____, 2021, by and between Cass County SID #4, a Nebraska Sanitary Improvement District, (hereinafter called SID4), and the Village of Eagle, a Nebraska Municipal Corporation (hereinafter called Eagle), is for the purchase of wastewater treatment service.

WITNESS THAT:

WHEREAS, Eagle owns and maintains a waste water treatment facility (WWTF) with capability and capacity to treat municipal wastewater from both Eagle and SID4 and is agreeable to provide treatment service to SID4 for a fee and pursuant to certain requirements and qualifications; and

WHEREAS, SID4 has completed a Facilities Plan Study/Engineering Report of its wastewater treatment needs, and after review of the possible alternatives of meeting the treatment needs in the future, has selected the option of conveying its wastewater to Eagle for treatment and is agreeable to pay for treatment service from Eagle; and

WHEREAS, SID4 intends to construct pumping and conveyance facilities to transport its wastewater to Eagle's WWTF, and

WHEREAS, it is to the mutual advantage of the parties hereto and in the public interest for the wastewater from both parties to be treated at Eagle's WWTF; and

WHEREAS, the terms of this Agreement for the sale and purchase of wastewater treatment service are authorized by law.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by Eagle, SID4 shall make payment of user fees accordingly.
2. Eagle shall provide wastewater treatment services to the residents located within the boundary of SID4, as shown on Exhibit A, not to exceed an average daily flow of 25,000 gallons, calculated annually. Development and connection to the WWTF for any additional area outside of the SID4 property limits is not authorized without prior amendment of this service Agreement or establishment of a new wastewater treatment service Agreement.
3. To reach Eagle's treatment facilities SID4 shall construct, operate, and maintain all necessary pumping stations and conveyance force mains between SID4 and the connection point to Eagle's wastewater treatment system located at 1109 Highway 43, in the Southeast ¼ of the Southeast ¼ of Section 29, Cass County NE (LAT 40.8015, LONG 96.42707) Generally, 1,118 ft. north of the intersection of County Road A and Highway 43, south of Eagle, NE as shown on Exhibit "B". Eagle shall review and approve the point of connection to

the Eagle WWTF. In the event the line must cross property owned or controlled by Eagle, an easement shall be prepared by SID4 for execution by Eagle and filed in the office of the Cass County Register of Deeds. SID4 shall own and be responsible for the line up to the point of connection as well as for maintenance of the connection itself.

4. SID4 shall construct a flow-monitoring device (meter or pump operation recording) at the SID4 Lift Station. Operation and maintenance of the flow monitoring device shall be the sole responsibility of SID4. Electrical power to operate flow monitoring shall be provided by SID4.
5. To treat SID4's wastewater, Eagle shall operate and maintain its WWTF in compliance with its NPDES operating permit and in accordance with environmental regulatory requirements imposed by the United States Environmental Protection Agency (EPA) and the Nebraska Department of Environment and Energy (NDEE).
6. Deposits, rates and charges for the wastewater treatment by Eagle for SID4 shall be based as follows:
 - a. Deposit: SID4 shall be required to make a deposit to Eagle prior to service being provided, which will be held by Eagle during the duration of this agreement, to serve as security for payment. The deposit shall be based upon the number of internal connections SID4 maintains in its system, which at present is 67. The deposit shall be calculated by multiplying the number of internal connections by Eagle's per connection deposit for sewer connections. In the event a new connection is added during the duration of the term, the prevailing deposit requirement for a connection, at that time, shall be added to the deposit on file with Eagle. SID4 shall report any new connections within 30 days to Eagle. *This rate shall be multiplied by _____%, as this customer is located outside the corporate limits of Eagle.*
 - b. Monthly billing charges:
 - (1) Base rate: Eagle's sewer base rate, established by Ordinance, which may be adjusted system-wide, shall be multiplied by the number of SID4 internal connections. *This rate shall be multiplied by _____%, as this customer is located outside the corporate limits of Eagle.*
 - (2) Use rate: Shall be calculated based on the total volume of wastewater measured by the flow meter during the billing period multiplied by Eagle's flow charge per unit volume established by Ordinance and adjusted from time to time system-wide. *This rate shall be multiplied by _____%, as this customer is located outside the corporate limits of Eagle.* Eagle shall be provided access to the flow meter to read the same in order to facilitate the billing cycle calculation. In the event the meter appears to be malfunctioning, notice shall be provided to SID4 and the same repaired within 30 days of notice. If the reading does not appear to be accurate, the average use of the prior December, November and January shall be used

for the charge until the repair is made.

(3) Additional charges shall be billed on abnormal strength wastewater conveyed by SID4 to Eagle, which are determined to have strengths greater than 200 mg/L CBOD and/or 250 mg/L suspended solids for 24- hour composite samples and 250 mg/L CBOD and/or 290 mg/L suspended solids for grab samples. SID4 shall notify Eagle if said results are discovered and shall share the results with Eagle. If wastewater strength exceeds the prevailing strengths for two consecutive quarters, SID4 shall be considered in violation of this Agreement and must find the source and have it corrected within sixty (60) days of mailing notice. The rates charged for abnormal strength wastewater shall be based on rates established by Eagle by Ordinance.

c. The rates herein may be adjusted from time to time in the future as Eagle adjusts user rates for its system and notice of rate changes will be provided accordingly. When expansion of the Eagle WWTF is needed, an additional "fee surcharge" may be added to all users of the system. However, the rate adjustments charged to SID4 shall be fair and commensurate with rate charged to other customers of the same class as SID4.

7. SID4 shall be responsible for the payment of the entire monthly invoice amount pursuant to Eagle policy, payment and regulations for sewer use fees. In the event payment is delinquent for sixty (60) days, the same shall be considered just cause for Eagle to terminate this Agreement and disconnect its system from that of SID4. Any deposit on hand may be applied to the outstanding billing and collection of any deficiency pursued against SID4 as provided by law.

In the event Eagle notifies SID4 that said billings are deemed delinquent in accordance with Eagle rules and regulations, and proper notice has been served by certified mail or by personal service, a copy shall also be provided to the water suppliers to SID4 (or to the residences located within the boundaries of SID4), and said suppliers shall shut the water supply off to the residences within SID4. *(This agreement is contingent upon an agreement between the parties that the water suppliers will shut off service in the event of a termination of the agreement)*

8. This Agreement shall extend for a term of thirty (30) years from the date of the initial treatment of any wastewater as shown by the first bill submitted by Eagle to SID4. This Agreement will automatically be renewed for an additional ten (10) year period without notice unless terminated by either party in writing two (2) years prior to the expiration of the initial thirty (30) year term of this Agreement.

9. This is an Agreement between the named parties hereto, enforceable only by them or their successors or assigns. No third-party beneficiaries are created or allowed to enforce this Agreement or claim damage for its breach.

10. SID4 shall control all wastewater connections made to its collection or conveyance system. Current records shall be maintained by SID4 of all connections and shall be made available to Eagle upon request from the Eagle Municipal Clerk and/or governing body. New connections shall be limited to sanitary wastewater only and shall not exceed the strength limitations included in Paragraph 6. SID4 shall not permit any storm water connections of any kind, either direct or indirect, to be made to its collection or conveyance system. All new collection lines shall be constructed in accordance with NDEE standards, and be subject to inspection by Eagle or its agents or assigns.
11. This Agreement is intended for sanitary wastewater only, although it is acknowledged that some infiltration and inflow of groundwater and storm water may occur in the collection system and be included in SID4's total volume of wastewater conveyed to Eagle for treatment. To keep the volume of groundwater and storm water to acceptable NDEE allowances, SID4 shall make a reasonable effort to eliminate storm water volume from entering its collection system through direct or indirect connection such as surface drains, ditches, streams, storm sewers, roof drains, or foundation drains. SID4 shall eliminate known storm water connections and eliminate groundwater infiltration volumes beyond NDEE acceptable standards within the first ten (10) years. In addition, if Eagle finds unacceptable storm water connections or groundwater infiltration volumes, it may give written notice to SID4 to correct within three (3) years. If the volumes are not reduced to a reasonable level with said time, the Agreement shall terminate.
12. SID4 shall, with respect to property owned by or under its control, allow Eagle and such personnel from the State or Federal agencies, upon presentation of proper credentials to inspect and sample discharge point for pollutants. SID4 shall, when requested under reasonable circumstances, assist Eagle's personnel in making such inspection and inquiry of the property of users within the boundaries or jurisdiction of SID4.
13. SID4 agrees to conform with and enforce minimum standards, ordinances, rules, regulations, and requirements of Eagle, the State of Nebraska and Federal laws, rules, and regulations regarding wastewater discharges which shall include limitations and prohibitions, monitoring and reporting within SID4's system. Wastewater conveyed to Eagle from within SID4 system shall conform with all regulations pertaining to sewers or wastewater within SID4 and in accordance with all local, state and federal laws, rules, and regulations. Failure to abide by the same shall be grounds for termination of this agreement, subject to reasonable time to cure the violations.
14. No industrial connections will be allowed within SID4's collection system. Wastewater conveyed to the Eagle WWTF will be from domestic wastewater sources only.

15. Parties agree to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations, or Eagle's wastewater National Pollutant Discharge Elimination System Permit.
16. Any fines or penalties imposed upon Eagle by any Federal or State agency or any court for effluent or biosolids pollution shall be paid by SID4 to the extent, if any, that the effluent or biosolids or other act causing such fine or penalty was caused or contributed to be caused by SID4 or its customers and SID4 shall hold Eagle harmless of the costs of defense and attorney fees incurred, if any, arising from the same.
17. Neither party shall be liable to the other for any delay or failure of performance of this Agreement to the extent that such failure or delay is made necessary by an event of Force Majeure. The term Force Majeure as used herein shall mean any cause beyond the control of the party affected including, but not limited to, acts of God, legislation, lawful regulations of any government body, or court order, acts of civil or military authority, acts of the public enemy, riots, insurrections, strikes or labor disputes, fires, explosions, flood, severe weather, or mechanical breakdowns.
18. If any portion or portions of this agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.
19. TERMINATION: In addition to the specific provisions contained in this agreement in regard to termination of the agreement, in the event of a breach, either party shall provide the other written notice of the specific breach. In the event there is a specific time provided in this agreement to cure, then the same shall be adhered to. In the event the breach does not have an accompanying timeframe set forth in this agreement, the party providing notice shall provide the other reasonable time to cure the breach, and in the event the other party does not cure the same or the same is not a breach curable with the efforts of the other party, the agreement shall be terminated and the connection terminated.

In the event any easements have been granted over the property owned or controlled by the Village of Eagle, said easement shall also be terminated at the conclusion of this agreement.

20. This agreement and any part thereof shall be governed under Nebraska Law. Any dispute between the Village of Eagle and SID4 arising out of this agreement shall be brought only in a court system of Cass County, Nebraska and said court shall be the forum for any such legal action between these parties.
21. All provisions of this contract and each document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made

except upon written direction from authorized representative.

22. All notices required by this Agreement must be made in writing and executed by the individual(s) authorized to do so.

Notices to Eagle shall be delivered to the Village of Eagle at the following address:

Village of Eagle
P.O. Box 130
707 South 2nd Street
Eagle, NE 68347

or such other person or address as may be designated by Eagle.

Notices to SID4 shall be delivered to the following address:

Cass County SID #4	MES, Inc.
714 Lakeview	20310 Van Dorn Street
Eagle, NE 68347	Eagle, NE 68347
(or such other address	(or such other management agent
designated by SID4)	designated by SID4)

23. The construction of the wastewater improvements by SID4 is being financed by a loan from the Nebraska Clean Water State Revolving Loan Fund (CWSRF) program acting through the NDEE. The provisions hereof pertaining to the undertakings of SID4 are conditioned upon securing such financing and the approval, in writing of the NDEE. This Agreement will be provided the NDEE as part of the security of this financial assistance.

24. In the event of any occurrence rendering SID4 incapable of performing under this Agreement, any successor of SID4 whether by legal process, assignment, or otherwise, shall succeed to the rights and responsibilities of SID4 hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereto, duly authorized as of the dates below indicated.

EXECUTED BY CASS COUNTY SID#4, CASS COUNTY NEBRASKA this _____ day of _____, 2021.

By: _____
Its _____

EXECUTED BY THE VILAGE OF EAGLE this _____ day of _____, 2021.

VILLAGE OF EAGLE

By: _____
Its Chair

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing Agreement was acknowledged before me this ____ day of _____, 2021, by _____, _____ of Cass County SID #4.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing Agreement was acknowledged before me this ____ day of _____, 2021, by _____, chair of the Eagle Village Board of Trustees.

Notary Public

RESOLUTION NO. 2021-10

A RESOLUTION PROVIDING FOR ADOPTION OF A REVISED EMPLOYEE HANDBOOK.

WHEREAS, as part of the management of employees and administration of benefits and compensation policies, the Village of Eagle has adopted an Employee Handbook, and

WHEREAS, the Handbook is in need of amendment and updating.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Eagle, Nebraska, that the findings set forth above are hereby incorporated herein and that the attached Employee Handbook, as modified, shall be republished and adopted as the Employee Handbook for the Village of Eagle, Nebraska and shall replace all prior employee or personnel handbooks and manuals.

This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2021.

(SEAL)

By: _____

John Surman, its Chair

Nick Nystrom, its Village Clerk

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO ADOPT A BENEFITS SUMMARY SHEET FOR THE PURPOSE OF ACCURATELY IDENTIFYING AND IMPLEMENTING BENEFITS FOR REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES; TO PROVIDE THAT THE CHAIR OF THE BOARD OF TRUSTEES AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE EFFECTIVE DATE THEREOF; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

WHEREAS, any regular full-time employee who has completed the introductory period is eligible to receive employment benefits from the Village of Eagle in accordance with established schedules and plans; and

WHEREAS, any regular part-time employee who has completed the introductory period, and averages at least 24 hours per week, is eligible to receive pro-rated benefits from the Village of Eagle as determined by the Village Board and in accordance with established plans; and

WHEREAS, employment benefits include holidays, vacation, sick leave, other paid and unpaid leaves of absence, health insurance and other group insurance coverages, and health savings accounts as described in the Benefits Summary Sheet.

NOW, THEREFORE, BE IT ORDAINED BY THE CHAIR AND BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA, as follows:

SECTION 1. That the findings hereinabove made should be, and are hereby made a part of this Ordinance as fully as if set out at length herein.

SECTION 2. That it is in the best interest of the Village of Eagle, Nebraska that the Village adopt the attached Benefits Summary Sheet, for the purpose of accurately identifying and implementing benefits for its regular full-time and part-time employees.

SECTION 3. That said Benefits Summary Sheet is intended to complement the Village of Eagle Employee Handbook.

SECTION 4. That said Benefits Summary Sheet may be updated or

revised as necessary by the Chairperson and Village of Eagle Board of Trustees by ordinance.

SECTION 5. 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 Chair and Board of Trustees of the Village of Eagle, 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.

SECTION 6. That all Ordinances and parts of Ordinances passed and approved prior to the passage, approval, and publication of this Ordinance, in conflict herewith, are hereby repealed.

SECTION 7. That this Ordinance shall be published in pamphlet form and shall be in full force and take effect from and after its passage and approval as provided by law.

SECTION 8. That this Ordinance shall not be made a part of the Municipal Code of the Village of Eagle, Nebraska.

PASSED AND APPROVED this ____ day of _____, 2021.

VILLAGE OF EAGLE, NEBRASKA

By:

John Surman, Its Chair

ATTEST:

Nick Nystrom, Its Clerk

(SEAL)

VILLAGE OF EAGLE

October 5, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on October 5, 2021 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Chairperson Surman opened the public hearing at 7:00 p.m. concerning the One & Six-Year Street Improvement Plan for the Village of Eagle. Matt Shimerdla (Schemmer) provided a summary of the 2022-2027 One & Six-Year Street Improvement Plan. The One Year Street Improvement Plan for 2022 consists of general maintenance and three projects consisting of nearly four blocks of street improvements. Shimerdla said these projects total 1,100' of pavement reconstruction and are estimated to cost \$647,000. The Six Year Street Improvement Plan for 2022-2027 consists of 8 blocks of street improvements. Shimerdla said these projects total 1,950' of pavement reconstruction and 830' of mill and overlay activities and are estimated to cost \$865,000. The total estimated cost for all projects is \$1,512,000. Surman asked if there were any comments or questions from the public. Tom Spaulding (435 Eagle Dr.) asked when the One Year Plan project will commence. Meier said he is hoping for next summer after bids are advertised. Moore said he would like to see more emphasis put on getting these projects completed as designed in the plan. Caylor asked if any of these projects will interfere with the plan to replace water mains. Surman said no. There were no additional comments or questions from the public.

The public hearing was closed at 7:06 p.m.

Motion by Caylor, second by Meier, to introduce Resolution 2021-09. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-09 entitled:

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA

RESOLUTION NO. 2021-09

WHEREAS, The Village of Eagle, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification and Standards.

NOW, THEREFORE, be it resolved by the Chairperson and Village Board that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

Motion by Moore, second by Meier, to adopt Resolution 2021-09. Voting: Ayes – 5. Motion carried.

Open Forum – No public comment.

Chairperson Surman read Ordinance 2021-11 entitled:

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO APPROVE PERMITTING THE USE OF ALL-TERRAIN, UTILITY-TYPE, AND GOLF CAR VEHICLES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF EAGLE UNDER TERMS SPECIFICIED HEREIN; TO PROVIDE FOR PENALTIES, REVOCATION AND IMPOUNDMENT; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO PROVIDE THAT THE CLERK AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL IN PAMPHLET FORM, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE GOVERNING BODY AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

Motion by Caylor, second by Meier, to accept the final reading of Ordinance 2021-11. Voting: Ayes – Weyers, Meier, Caylor. Nays – Moore, Surman. Motion carried.

Motion by Caylor, second by Meier, to adopt Ordinance 2021-11. Voting: Ayes – Weyers, Meier, Caylor. Nays – Moore, Surman. Motion carried.

Motion by Weyers, second by Meier, to approve the All-Terrain, Utility-Type and Golf Car vehicle registration application form as presented. Voting: Ayes – Caylor, Meier, Weyers, Surman. Nays – Moore. Motion carried.

Motion by Meier, second by Caylor, to accept the resignation of Melissa Kitrell from the Eagle Fire & Rescue Department. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to accept the resignation of Tyler Kluthe from the Eagle Fire & Rescue Department. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve the Bobcat exchange with Bobcat of Omaha in the amount of \$3,850.00. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to approve the purchase of water meters and radios from Core & Main in an amount not to exceed \$25,000. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to approve the purchase of a spare pump motor for the oxidation ditch and a pump motor for the digester building at the WWTP from O'Neill Electric in the amount of \$5,225.00 plus shipping. Voting: Ayes – Weyers, Caylor, Meier, Moore. Nays – Surman. Motion carried.

Motion by Moore, second by Caylor, to approve Riverstone Bank as the Village of Eagle depository. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve minutes as typed for the previous meetings. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve claims as presented. Voting: Ayes – 5. Motion carried.

Approved Claims: Wages 11,753.61, Board Wages 1,400.00, ABC Termite & Pest Control 119.00, Al's Johns 71.89, Allied Benefit Systems 3,277.26, Amazon Marketplace 72.31, American Exchange Bank 750.00, Bauer Underground 6,795.90, Black Hills Energy 104.07, Bound Tree Medical 1,001.69, Bromm Lindahl Freeman-Caddy & Lausterer 2,898.50, Business Radio Licensing 105.00, Terry Caddy 125.00, Capital Business Systems 504.31, Casey's 616.02, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 4.24, Eagle Facilities & Grounds Assn 1,492.00, Eagle Fire & Rescue 400.00, EFTPS 2,955.46, Frazier Construction 33,200.00, Google LLC 120.00, Rick Hestermann 1,982.12, Intuit Quickbooks 650.00, John Hancock Investments 265.20, Maguire Iron 3,359.00, Matheson Tri-Gas 294.82, Meininger Fire Protection 420.00, Menards-South 755.18, Midwest Insurance Exchange 28,677.00, NE Dept of Ag 192.76, NE Dept of Rev 4,106.10, NE Public Health Env Lab 30.00, NE UC Fund 38.41, Norland Pure 30.00, Taira Nystrom 420.00, One Call Concepts 30.37, OPPD 4,466.94, O'Reilly Auto Parts 71.88, Quick Med Claims 37.50, Rose Equipment 1,186.44, Schemmer 1,190.00, UNUM 654.27, US Postmaster 246.18, Verizon Wireless 535.01, Voice News 140.13, Windstream 474.90, Mary Zach 50.86. Total of bills: **\$121,216.54.**

Approved Park Claims: ABC Termite & Pest Control 500.00, Black Hills Energy 34.09, OPPD 90.69, Windstream 15.51. Total of bills: **\$640.29**.

Motion by Weyers, second by Caylor, to approve the Wastewater Consultation Agreement with Gayle Schukei. Voting: Ayes – Meier, Caylor, Weyers, Surman. Nays – Moore. Motion carried.

The meeting was adjourned at 9:25 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

October 5, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on October 5, 2021 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Chairperson Surman opened the public hearing at 7:00 p.m. concerning the One & Six-Year Street Improvement Plan for the Village of Eagle. Matt Shimerdla (Schemmer) provided a summary of the 2022-2027 One & Six-Year Street Improvement Plan. The One Year Street Improvement Plan for 2022 consists of general maintenance and three projects consisting of nearly four blocks of street improvements. Shimerdla said these projects total 1,100' of pavement reconstruction and are estimated to cost \$647,000. The Six Year Street Improvement Plan for 2022-2027 consists of 8 blocks of street improvements. Shimerdla said these projects total 1,950' of pavement reconstruction and 830' of mill and overlay activities and are estimated to cost \$865,000. The total estimated cost for all projects is \$1,512,000. Surman asked if there were any comments or questions from the public. Tom Spaulding (435 Eagle Dr.) asked when the One Year Plan project will commence. Meier said he is hoping for next summer after bids are advertised. Moore said he would like to see more emphasis put on getting these projects completed as designed in the plan. Caylor asked if any of these projects will interfere with the plan to replace water mains. Surman said no. There were no additional comments or questions from the public.

The public hearing was closed at 7:06 p.m.

Motion by Caylor, second by Meier, to introduce Resolution 2021-09. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-09 entitled:

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA

RESOLUTION NO. 2021-09

WHEREAS, The Village of Eagle, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification and Standards.

NOW, THEREFORE, be it resolved by the Chairperson and Village Board that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

Motion by Moore, second by Meier, to adopt Resolution 2021-09. Voting: Ayes – 5. Motion carried.

Report from Law Enforcement – Sergeant Boehm said there were 6 citations, 24 warnings, 2 equipment violations and 25 calls for service during the month of September. Surman said on September 25, 2021 there was a report of a vicious dog on David Lane and asked if this case can be elaborated on. Boehm said this situation has been ongoing and a Potentially Dangerous Dog Notice has been served on the owner; after some further causes for concern, the department plans to proceed with a Dangerous Dog Notice. Meier asked for an elaboration on what a Dangerous Dog Notice means. Boehm said a dangerous dog declaration can be made if a dog has inflicted injury on a human being that requires medical attention, has killed another domestic animal or has previously been determined to be a potentially dangerous dog. There are several steps the dog owner will need to take which include spay/neuter, microchipping and advanced steps to confine the animal. Meier said he received two phone calls this week from concerned parents regarding vehicles speeding along 1st Street and not paying attention to the children using the crosswalk to and from the school; there was one incident where a child was almost struck by a vehicle. Meier recommended law enforcement station closer to the crosswalk to keep an eye on traffic and pedestrian safety.

Report from Building & Zoning Administrator – Hestermann reported 4 new building permits, 4 certificates of occupancy and 22 inspections during the month of September. There are 33 total open permits to date. Surman said the sidewalk ramp to the park entrance in Eagle Estates was damaged by, presumably, one of the constructors in the area; there are construction trailers parked in the rear of a couple of the properties that likely gained access by means of the same sidewalk. Surman said he would like to know if there is any course of action the Village can take to have the concrete repaired. Moore said some type of barrier should be considered to prevent individuals from utilizing the sidewalk with vehicles. Weyers asked if there is any proof as to who caused the damage. Meier said he identified skid steer tracks from the sidewalk to one of the homes under construction. Hestermann said he will make contact with the contractor to see about identifying the responsible party. Surman reported concerns with the property at 707 South 5th Street; the landscaping has been elevated on the south side of the property which will result in a drastic drop off and the existing sidewalk was buried with dirt. Meier added that the elevated dirt will turn to mud after it rains and wash into the street. Hestermann said he has made the property owner aware that a replacement sidewalk will need to be installed.

Surman said a tree was also planted at the property which is between where the existing sidewalk was located and the street. Freeman-Caddy said a tree can be removed if it results in an obstruction; however, the property line boundary would need to be established first. Surman asked for a status update on the zoning regulation revisions. Hestermann said he is still working through the revisions and is submitting them to the Village Attorney in increments. Freeman-Caddy said contact was made with the property owner of 509 South 4th Street requesting access to the commercial building to determine if it is being used residentially. Hestermann said a response was received but he is awaiting a specific date for an inspection. Freeman-Caddy said failure to allow an inspection will result in the need to obtain an inspection warrant from a judge.

Open Forum – No public comment.

Chairperson Surman read Ordinance 2021-11 entitled:

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO APPROVE PERMITTING THE USE OF ALL-TERRAIN, UTILITY-TYPE, AND GOLF CAR VEHICLES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF EAGLE UNDER TERMS SPECIFICIED HEREIN; TO PROVIDE FOR PENALTIES, REVOCATION AND IMPOUNDMENT; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO PROVIDE THAT THE CLERK AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL IN PAMPHLET FORM, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE GOVERNING BODY AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

WHEREAS, a number of citizens of the Village of Eagle, Nebraska, have requested the Municipality to adopt regulations allowing the use of All-Terrain Vehicles (ATV), Utility-Type Vehicles (UTV) and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Nebraska State Law gives municipalities the authority to adopt ordinances relating to use of ATVs, UTVs, and Golf Car Vehicles within the corporate boundaries of the jurisdiction and,

WHEREAS, the governing body of the Village of Eagle, Nebraska, is willing to permit the use of ATVs and UTVs and Golf Car Vehicles within the corporate limits of the Village of Eagle, subject to certain conditions as contained herein, and,

WHEREAS, the governing body of the Village of Eagle, Nebraska, deem the adoption of this Ordinance to be in the best interests of the citizens of the Village of Eagle, Nebraska,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF EAGLE, NEBRASKA, AS FOLLOWS:

1. That the findings herein above made should be and are hereby made a part of this Ordinance as fully as if set out at length herein.
2. That the Eagle Municipal Code Chapter 5, Article 5 be amended, by amending and adding the following sections, as follows:

SECTION 5-504: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; DEFINITIONS

- A. All-Terrain Vehicle (ATV) is defined pursuant to Neb. Rev. Stat. § 60-103 and means any motorized off-highway device which: (a) is fifty inches (50") or less in width, (b) has a dry weight of twelve hundred (1,200) pounds or less, (c) travels on four (4) or more non-highway tires, and (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one (1) passenger. ATVs are declared to be motor vehicles subject to Nebraska Rules of the Road and traffic laws in addition to this Chapter.
- B. Utility-Type Vehicle (UTV) is defined pursuant to Neb. Rev. Stat. § 60-135.01 and means any motorized off-highway device which (a) is seventy-four inches (74") in width or less, (b) is not more than one hundred eighty inches (180"), including the bumper, in length, (c) has a dry weight of two thousand (2,000) pounds or less, and (d) travels on four (4) or more non-highway tires. UTV does not include ATVs, golf car vehicles, or low-speed vehicles as the same are defined by Nebraska law. UTVs are declared to be motor vehicles subject to Nebraska Rules of the Road and traffic laws in addition to this Chapter.

- C. All-terrain vehicles and utility-type vehicles which have been modified or retrofitted with after-market parts to include additional equipment not required by Neb. Rev. Stat. §§ 60-6,357 and 60-6,358 shall not be registered under the Motor Vehicle Registration Act, nor shall such modified or retrofitted vehicles be eligible for registration in any other category of vehicle defined in the act.
- D. Golf Car Vehicle is defined pursuant to Neb. Rev. Stat. §60-116.01 and means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.

SECTION 5-505: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; PROHIBITED OPERATION AND EXCEPTIONS

- A. ATVs, UTVs and Golf Car Vehicles may not be operated upon any Municipal property, streets, sidewalks, public right-of-ways and highways within the corporate limits of the Municipality EXCEPT as follows:
 - 1. By an employee of the Municipality in their official capacity for the Municipality and while operating a Municipal-owned ATV or UTV;
 - 2. A contractor or other authorized representative of the Municipal may also use ATV or UTV in furtherance of a Municipal-contracted purpose if expressly allowed to do so by the Municipal Administrator or supervising Department manager;
 - 3. During parades which have been authorized by the State or the Municipality;
 - 4. If the operator is removing snow from the road or sidewalk within 24 hours after cessation of a snow storm (ATV and UTV only);
 - 5. If the operator is addressing storm damage within 24 hours after an emergency event as declared by the governing body (ATV and UTV only); or
 - 6. Or, as permitted by the rules set forth in this Article, with an ATV, UTV or Golf Car Vehicle that is registered and abides

by the rules set forth herein and state law.

- B. ATVs, UTVs and Golf Car Vehicles shall not be operated on any controlled-access highway with more than two (2) marked traffic lanes, and the crossing of any controlled-access highway with more than two (2) marked traffic lanes shall not be permitted.
- C. For the purpose of this Article, the crossing of a non-controlled access highway shall be permitted according to Neb. Rev. Stat. § 60-6,356 and Neb. Rev. Stat. § 60-6,381 only if:
 - 1. The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the highway and at a place where no obstruction prevents a timely and safe crossing;
 - 2. The vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;
 - 3. The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;
 - 4. In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road; and,
 - 5. Both the headlights and taillights must be on when the crossing is made (applies to only ATV and UTV).
- D. If permitted, said vehicles shall only be allowed to operate on the streets, alleys, and roads, not on the sidewalks, rights-of-way, or other property of the Municipality (except for the purposes set forth above).
- E. Golf Car Vehicles may only be operated on streets with a posted speed limit of thirty-five miles per hour or less and the Golf Car Vehicle shall not operate in excess of 20 miles per hour and may at no time be operated on a state or federal highway, except to cross at an intersection.

SECTION 5-506: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; OPERATOR AND EQUIPMENT REQUIREMENTS:

- A. Any person operating an ATV, UTV, or Golf Car Vehicle as authorized by this code section shall:
 - 1. Have a valid Class O operator's license and be at least 17 years of age;
 - 2. Have proof of liability insurance coverage for the ATV, UTV, or Golf Car Vehicle while in operation upon a street and provide such

insurance proof of coverage at the time of registration or upon the demand of any peace officer requesting such proof within five (5) days of such request; such insurance shall be within the limits stated in Neb. Rev. Stat. § 60-509 or Neb. Rev. Stat. § 60-6,381, as amended from time to time;

3. If operating or riding on an ATV or UTV, utilize manufacturer installed seat belts or wear a helmet approved for lawful operation of a motorcycle in the State of Nebraska; and,
4. Only operate such ATV, UTV or Golf Car Vehicle between sunrise and sunset as required by Neb. Rev. Stat §60-6,356 and §60-6,381.

B. Every ATV and UTV shall be equipped with:

1. A braking system maintained in good operating condition;
2. An adequate muffler system in good working condition and without a cutout, bypass or similar device, or any modifications to the muffler system which increases the volume of the noise of the exhaust system. No portion of the system shall be permitted to contact the ground when weighted by its operator;
3. A United States Forest Service-qualified spark arrester;
4. Headlights and taillights;
5. A reflective sign must be affixed to the rear of the vehicle; and,
6. Equipped with a safety flag (provided by the Municipality) which extends no less than five (5) feet above the ground and is attached to the rear of such vehicle. The flag shall be day-glow in color, triangular in shape, and of a size with an area of not less than thirty (30) square inches.

C. No child under the age of eight (8) years shall be a passenger on an ATV, UTV, or Golf Car Vehicle unless the vehicle is equipped with, and the child is restrained by, a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213 as developed by the National Highway Traffic Safety Administration.

D. No person shall:

1. Equip the exhaust system of an ATV or UTV with a cutout, bypass, or similar device;
2. Operate an ATV or UTV with an exhaust system so modified; or
3. Operate an ATV or UTV with the spark arrester removed or modified except for use in closed-course competition events.

SECTION 5-507: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; ACCIDENT REPORT.

As provided in Neb. Rev. Stat. § 60-6,361, if an accident involving an ATV, UTV or Golf Car Vehicle results in an injury to any person resulting in the examination or treatment of the injured person by a physician, or results in the death of any person, then the operator of each ATV, UTV or Golf Car Vehicle involved in the accident shall give notice of the accident in the same manner as provided in Neb. Rev. Stat. § 60-699.

SECTION 5-508: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; PENALTY; IMPOUNDMENT.

A. Any person who violates any provision of this Article or violates the provisions defined by Chapter 60 of the Revised Statutes of Nebraska while operating an ATV or UTV or who owns the same, shall be subject to the penalties under Chapter 5 of the Municipal Code and under the provisions of Chapter 60 of the Revised Statutes of Nebraska is hereby authorized and all Municipal-issued registrations for all of the operators and the owners of ATVs and UTVs shall be revoked as follows:

1. For the first offense, the owner and/or operator shall be guilty of a Class III misdemeanor pursuant to Neb. Rev. Stat. § 60-6,362, which carries a possible maximum penalty of \$500 fine and/or three (3) months in jail or both for violations under Neb. Rev. Stat. 60-6,356 to 60-6,361. For a subsequent offense within any period of one year, the owner and/or operator shall be guilty of a Class III misdemeanor pursuant to Neb. Rev. Stat. §60-6,362, (if within the same year as the prior offense, then a Class II misdemeanor, which carries a maximum penalty of a \$1,000 fine and/or six (6) months in jail or both.)

2. For violations of the provisions of this article, not included under the state sections noted above, the owner and/or operator shall be guilty of a misdemeanor and subject to the penalties contained in Chapter 5 of the municipal code

B. Any person who violates any provision of this Article while operating a Golf Car Vehicle, or who owns the same, shall be subject to the penalties under Chapter 5 of the Municipal Code, or if done in violation of the State Law, may be subject to the penalties provided thereunder.

C. The following additional provisions apply to violations under the Municipal Code and/or the State Statutes, and apply to ATV, UTV and Golf Car Vehicle violations within the corporate limits as follows:

1. First Offense Impoundment: The vehicle may be impounded until it is validly registered (if registration is the basis of the violation) or for

10 days (for all other violations) and stored in a privately operated facility or other place designated by or maintained by the Municipality, with all impoundment costs payable by the owner/operator prior to retrieval. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of ten (10) days from the date of the offense.

2. Second Offense Impoundment/Revocation: All Municipal-issued registrations shall be revoked for a period of one (1) year from the date of the offense; and the vehicle shall be impounded for fourteen (14) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of one (1) year from the date of the offense.
3. Third and subsequent Offense Impoundment/Revocation: In the event of a third or subsequent offense under this Article, the registration for the ATV, UTV or Golf Car Vehicle shall be permanently revoked and the owner shall be prohibited from registering another vehicle permanently. An operator's third offense shall prohibit the operator from operating such vehicles in the Municipality permanently. The vehicle shall be impounded for fourteen (14) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk.

E. Any adult, including the parent or guardian, who is found to have encouraged, caused, or contributed to the act of a minor child operating an ATV, UTV or Golf Car Vehicle in violation of Chapter 60 or of this Code, shall be considered in violation of Contributing to the Delinquency of a Minor pursuant to Neb. Rev. Stat. §28-709 and subject to the penalties set forth under Nebraska Law.

SECTION 5-509: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; PERMIT AND REGISTRATION.

- A. All ATVs, UTVs and Golf Car Vehicles shall be registered by filing application with the Municipal Clerk, providing proof of liability insurance

coverage as required in Section 5-506, and paying an annual fee of \$75.00 per vehicle. Upon filing and payment, the vehicle shall be inspected by the Municipal Clerk and the Municipal Clerk will issue the permit which shall be evidenced with a license plate and matching whip flag (as provided by the Municipality) affixed to the vehicle. In the event the plate or flag are lost, the Owner shall pay the Municipality for a replacement at the cost of \$50.00.

- B. The permit period shall be from January 1 to December 31 each year. There shall be no proration of the annual permit fee for any permits issued after January 1. The full shall be required regardless of the time of year paid and will expire on December 31 of the year issued. A new application is required each calendar year.
- C. A permit plate and a whip flag of not less than thirty (30) square inches must be posted on the vehicle in a conspicuous place at all times. Lost plates and flags are to be replaced at Permittee's cost.
- D. Operators of the vehicle must comply with the rules set forth in this article, Nebraska Rules of the Road, and traffic laws. Owners shall be subject to impoundment and other penalties if the vehicle is entrusted to an operator who is not the owner.

3. That the effective date of this Ordinance shall be January 1, 2022.

4. That the Clerk and the appropriate department of the municipality are hereby authorized and directed to implement this Ordinance.

5. 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 governing body 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.

6. 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.

7. 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 effective on the aforementioned effective date as provided herein.

8. That it is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Municipal Code of the Village of Eagle, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

Discussion: Mary Schukei (820 Applewood Dr.) said the Village Board is in a position to look after the well-being and safety of the community; instead, what is being taken into consideration with the passage of this ordinance is personal usage or family and friend's usage. Schukei said off-road vehicles were allowed in the past and it didn't work; it still doesn't work when you look at the number of people riding these vehicles around town when they are prohibited. Schukei said people are running stop signs, speeding and allowing underage children to operate these vehicles; there is no reasonable enforcement of this law to allow it to go into effect. Meier asked for a show of hands from the audience as to who is for and against the passage of the ordinance. Moore said a show of hands at a meeting is not a fair representation of the public's feelings on the matter. Weyers said she served in law enforcement for 28 years; she went through her personal records to determine the number of injury and fatality accidents she worked in children under the age of 16 and there were 14 deaths. Weyers said the Village Board cannot legislate common sense; numerous times you see people leaving the bar and wonder how they ever got home; these individuals are taking more risks in the lives and safety of others than any off-road vehicle ever will. Weyers said she gets frustrated with the individuals riding off-road vehicles illegally too; however, these are not the same people that are asking for this privilege. Weyers said regardless of if the Village Board grants this privilege there will still be an issue with those that violate the law; she is in favor, however, of a no warning system for violators.

Motion by Caylor, second by Meier, to accept the final reading of Ordinance 2021-11. Voting: Ayes – Weyers, Meier, Caylor. Nays – Moore, Surman. Motion carried.

Motion by Caylor, second by Meier, to adopt Ordinance 2021-11. Voting: Ayes – Weyers, Meier, Caylor. Nays – Moore, Surman. Motion carried.

Discuss/possible action: Approve All-Terrain, Utility-Type and Golf Car vehicle registration application form – Caylor said the goal of the application was to make it as simple as possible for both the applicant and office to administer. Moore asked if a copy of the off-road vehicle ordinance will be included with the application. Nystrom said yes. Moore asked if there is an example of what the license plate and flags will look like. Meier said the same company that provides Waverly's license plates and flags will be used. Nystrom requested information on the license plates and flags for approval at the next meeting so there isn't a delay in ordering. Weyers recommended a letter to the Cass County Sheriff from the Village Board indicating their desire to enforce the off-road vehicle ordinance to the fullest extent of the law.

Motion by Weyers, second by Meier, to approve the All-Terrain, Utility-Type and Golf Car vehicle registration application form as presented. Voting: Ayes – Caylor, Meier, Weyers, Surman. Nays – Moore. Motion carried.

Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4 – Freeman-Caddy said the primary issues remaining with the agreement are the deposit and the method of assurance for the Village

Board if something happens to Eagle Lake SID #4 (i.e., bankruptcy, breach of contract, etc.) in the future. Freeman-Caddy said one issue that has been brought up is the ability to shut off water service for non-payment; she has spoken with Alan Wood, attorney for Cass County Rural Water #2, who acknowledged the current water service shut off agreement between the Village and South Meadows, and was going to work on some language for an Interlocal Agreement in the Eagle Lake scenario. Freeman-Caddy said she realizes the suggestion was to require Eagle Lake SID #4 to pay the wastewater fees directly; however, she feels it may be better to require each Eagle Lake resident to set up individual service; in this instance, if an individual is behind on payment they can have their service shut off exclusively. Freeman-Caddy said another note is Cass County Rural Water cannot place a lien on a property for unpaid services where the Village of Eagle can. Regarding the deposit, Freeman-Caddy said it can be added to each individual account and be non-refundable for the life of the agreement or a lump sum can be required from Eagle Lake SID #4. Surman asked if all properties in Eagle Lake have curb stops or the ability to shut off water service. Robert Todd (Midwest Environmental Service) said he cannot guarantee that all curb stops work but they are present. Freeman-Caddy said there is still an issue in the agreement with what happens if abnormal strength wastewater is conveyed by Eagle Lake. Todd said he put this provision in the agreement based on some other sample agreements he has seen; Eagle Lake has never come anywhere near the abnormal strength levels portrayed in the agreement. Freeman-Caddy said a fee could be established by the Village Board for abnormal strength wastewater in the future by passing an ordinance according to the current draft agreement; however, usually the sources of these abnormal strengths are from industrial or commercial properties which Eagle Lake does not have. Todd agreed and said this section of the agreement could probably be removed altogether. Freeman-Caddy asked if Eagle Lake SID #4 felt there would be any concerns from their customers if they were billed directly by the Village. Luke Parr (Eagle Lake SID #4) said the SID Board would need to run this idea by its customers first. Terry Caddy asked if all residents of Eagle Lake are aware of what is going on with their wastewater services and this potential agreement with the Village of Eagle. Todd said yes; information has been sent to all residents and there have been several meetings on the topic; additionally, before any fees are adjusted, the SID is required to have a hearing with the Public Service Commission. Freeman-Caddy asked if there is an anticipated timeframe when service will be hooked into the Village's wastewater system. Todd said originally the engineer was hoping by the end of the year. Todd said he met with Joe Carr regarding the sewer main easement to reach Eagle's WWTP and a question came up as to whether Carr's future development will be allowed to use one of Eagle Lake's manholes for wastewater. Freeman-Caddy said this would impact Eagle Lake's flow meter once Carr's development is built and begins using wastewater. Todd said the flow meter will be located at Eagle Lake's lift station so this additional flow will not affect its readings. Caddy said it is his understanding the new subdivision regulations requires a developer to install water and sewer mains according to Village of Eagle standards so this should not be a discussable matter at this time. Surman agreed and said a proposal would need to be submitted by the developer at the time the development proceedings are underway.

Freeman-Caddy was directed to modify the Wastewater Treatment Agreement based on the conversation tonight. Agenda item tabled until the October 18, 2021 meeting.

Motion by Meier, second by Caylor, to accept the resignation of Melissa Kitrell from the Eagle Fire & Rescue Department. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to accept the resignation of Tyler Kluthe from the Eagle Fire & Rescue Department. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve the Bobcat exchange with Bobcat of Omaha in the amount of \$3,850.00. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve purchase of water meters and radios from Core & Main – The Village Board was provided with a bid sheet from Core & Main as follows; 3/4" IPERL water meters (8 per box) at a price of \$1,112.00; 1" IPERL water meters (6 per box) at a price of \$1,350.00; and radios (27 per box) at a price of \$4,509.00. Nystrom said \$25,000 was budgeted this year for the purchase of water meters and radios. Klabenes said he is virtually out of water meters and they will be gone by the time Eagle Estates is built out.

Motion by Moore, second by Meier, to approve the purchase of water meters and radios from Core & Main in an amount not to exceed \$25,000. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve purchase of spare pump motor for oxidation ditch and pump motor for digester building at the WWTP from O'Neill Electric in the total amount of \$5,225.00 plus shipping – The Village Board was provided with a bid sheet from O'Neill Electric as follows; EM4104T Motor for WWTP oxidation ditch in the amount of \$2,975.00 and Siemens 10 HP 900 RPM motor for sludge load out in the amount of \$2,250.00. Surman said when high waters are present in the drainage ditch adjacent to the WWTP water has a tendency to back up into the digester building; if this happens, and water is not pumped out in time, the motors can be ruined. Surman said he has heard from Gayle Schukei that the existing motor is in good shape; perhaps the Village Board wishes to wait on purchasing this one motor until it can be assured the motors will not be shorted out in a flooding event. Caddy asked what happens in the middle of winter when the digester building motor burns out and a replacement isn't available for an extended period of time. Surman said if both motors are in the digester building and it floods, then both are lost. Caddy said the new motor would not necessarily have to be installed right away; the idea is to have an extra motor on hand in the event it's needed. Surman said the flooding and drainage concerns still need to be addressed.

Motion by Moore, second by Meier, to approve the purchase of a spare pump motor for the oxidation ditch and a pump motor for the digester building at the WWTP from O'Neill Electric in the amount of \$5,225.00 plus shipping. Voting: Ayes – Weyers, Caylor, Meier, Moore. Nays – Surman. Motion carried.

Discuss/possible action: Resolution 2021-10 – Adoption of a revised Village of Eagle Employee Handbook – The Village Board was provided a draft copy of the revised employee handbook to review as created by Renae Feilmeier (Bromm, Lindahl Law). Surman questioned Section 2-202 and asked why the office personnel are exempt from drug testing requirements. Nystrom said he discussed this section with Feilmeier and the question that came up is what the intent is behind drug testing; is this something the Village Board wants to require all employees to participate in or is it just for employees operating heavy machinery. Surman said there are instances when office employees operate Village vehicles and asked if they should still be excluded. Moore asked if historically office employees have been required to pass a physical and drug screen. Nystrom said no. Moore said his recommendation would be not to require a physical or drug screen for office employees; even though they operate Village vehicles from time to time, there is no driving test as part of the physical examination. Surman questioned Section 3-203(B) which currently states the official opening and closing date of the swimming pool will be established by the Park Board; in the past it has always been the Village Board that dictates these dates based on the recommendations of the Park Board. Moore said he is unsure why this section was drafted in that manner but feels it should be changed to the Village Board that makes the determination. Surman questioned Section 4-605 which currently states employee vacation time may be taken in increments as small as one hour; he feels this may create a bigger administrative headache than it's worth for the Village Clerk. Nystrom said he doesn't typically see an instance like this happen unless an employee has expired all of their sick time and compensatory time. Moore said he's not sure the Village Board wants to get in the practice of dictating what an employee can and cannot do with their accrued vacation time. Meier said he doesn't see a problem with letting employees use an hour of vacation if they need to leave early or have an appointment and have used all of their other leave time. Moore said if this situation occurs more frequently in the future perhaps the Village Board can address it at that time. Surman questioned Section 4-705 and asked if individuals who separate from employment with the Village of Eagle have historically been reimbursed for unused sick time. Nystrom said no. Surman questioned Section 5-302 which currently states discipline reports will remain in an employee's personnel file for a period of three years; the practice in the past was to remove and destroy any disciplinary notice in two years. Nystrom said this section was not discussed with him so he is unsure if this is a necessary revision. Weyers and Caylor said most employers they have been with have kept disciplinary notices for a period of two years. Surman discussed Section 5-903 which states, in part, employees who are off duty and have been drinking or are under the influence of drugs are obligated to refuse any emergency calls; does this automatically become the other employee(s) responsibility to cover all emergency calls. Nystrom said unfortunately a situation like this has happened in the past. Freeman-Caddy called Renae Feilmeier on the telephone to address questions from the Village Board. Regarding the time limit a disciplinary notice stays in an employee's personnel file, Feilmeier said her preference is it never leaves the file; however, this is entirely up to the Village Board. The majority of the Village Board felt two years was satisfactory. Weyers asked if the

Human Resources Committee can require an employee be drug tested if a complaint is received from the public stating they witnessed an employee smoking marijuana or they smelled like alcohol. Feilmeier said it easy for someone to maliciously make an accusation like this so it is better to rely on the "reasonable suspicion" standard instead; this is a line the Village Board will want to be very careful not to cross. Freeman-Caddy asked if the Human Resources Committee can require an employee to be drug tested if there is sufficient reasonable suspicion that an employee is under the influence of alcohol or drugs. Feilmeier said yes. Freeman-Caddy said another item to note is in Article 4-1 an employee benefits summary will be separate from the employee handbook and adopted by ordinance. Moore said the employee job descriptions have also been removed from the employee handbook. Agenda item tabled until the October 18, 2021 meeting.

Motion by Moore, second by Caylor, to approve Riverstone Bank as the Village of Eagle depository. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve minutes as typed for the previous meetings. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve claims as presented. Voting: Ayes – 5. Motion carried.

Approved Claims: Wages 11,753.61, Board Wages 1,400.00, ABC Termite & Pest Control 119.00, Al's Johns 71.89, Allied Benefit Systems 3,277.26, Amazon Marketplace 72.31, American Exchange Bank 750.00, Bauer Underground 6,795.90, Black Hills Energy 104.07, Bound Tree Medical 1,001.69, Bromm Lindahl Freeman-Caddy & Lausterer 2,898.50, Business Radio Licensing 105.00, Terry Caddy 125.00, Capital Business Systems 504.31, Casey's 616.02, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 4.24, Eagle Facilities & Grounds Assn 1,492.00, Eagle Fire & Rescue 400.00, EFTPS 2,955.46, Frazier Construction 33,200.00, Google LLC 120.00, Rick Hestermann 1,982.12, Intuit Quickbooks 650.00, John Hancock Investments 265.20, Maguire Iron 3,359.00, Matheson Tri-Gas 294.82, Meininger Fire Protection 420.00, Menards-South 755.18, Midwest Insurance Exchange 28,677.00, NE Dept of Ag 192.76, NE Dept of Rev 4,106.10, NE Public Health Env Lab 30.00, NE UC Fund 38.41, Norland Pure 30.00, Taira Nystrom 420.00, One Call Concepts 30.37, OPPD 4,466.94, O'Reilly Auto Parts 71.88, Quick Med Claims 37.50, Rose Equipment 1,186.44, Schemmer 1,190.00, UNUM 654.27, US Postmaster 246.18, Verizon Wireless 535.01, Voice News 140.13, Windstream 474.90, Mary Zach 50.86. Total of bills: **\$121,216.54.**

Approved Park Claims: ABC Termite & Pest Control 500.00, Black Hills Energy 34.09, OPPD 90.69, Windstream 15.51. Total of bills: **\$640.29.**

Report from Attorney – Freeman-Caddy said a big part of what has been going on the last couple of months has been employee related, specifically with the employee handbook revisions. The Attorney's office has been assisting with complaints filed

with the Village office from Eagle Fire & Rescue volunteers. Freeman-Caddy said it has been mentioned that some internal disciplinary action may wish to be appealed by at least one volunteer member. The Eagle Fire & Rescue by-laws were reviewed and they do state appeals may be taken to the Village Board; however, Freeman-Caddy said these by-laws were never reviewed and approved by the Village Board so these rules do not need to be followed by the Village of Eagle Board of Trustees. Freeman-Caddy said there is another conflict in the by-laws as it states any member of Eagle Fire & Rescue, also serving on the Village Board, must recuse themselves from hearing the appeal. This is not possible when three members of the Village Board also serve on Eagle Fire & Rescue because there would be no quorum to hold a formal meeting. Freeman-Caddy said the Village Board needs to consider whether or not they even want to hear every appeal at the Eagle Fire & Rescue level; in reality, the Village Board is only responsible for funding the Rescue Department and appointing/unappointing the Fire Chief. Freeman-Caddy said if an appeal shows up in the meantime, she would suggest allowing the individual volunteer an opportunity to be placed on a meeting agenda to explain his/her position to the Village Board. Josh Crook (Eagle Fire & Rescue) said the by-laws are required to be signed by every volunteer; with false information being present in the existing by-laws, does this make them void. Freeman-Caddy said no; she feels this would just be an unenforceable provision of the by-laws since the Village Board did not agree to be an appeals board. Freeman-Caddy said the general expectation and preference of her office is to receive communication on behalf of the Village of Eagle from either its Chairperson or Clerk, unless otherwise authorized by the Village Board; too often, a member of the Village Board may get excited about an issue and want to discuss it with her office without proper authority to do so. Moore said he would point out that the current Chairman directed any member of the Village Board the ability to reach out to the Village Attorney as needed. Freeman-Caddy said she has never had that communicated to her.

Report from Clerk/Treasurer – Nystrom said the annual Workers Compensation audit was completed today. The annual financial audit will be delivered to the auditor next month for completion by March, 2022. Nystrom will begin working on preparing the annual Income & Expense Report for the Street Department this week. The first ARP Act reporting deadline has been moved from October 31, 2021 to January 31, 2022. Nystrom said the property owner at 145 South 5th Street has informed the office they are interested in obtaining the adjacent alleyway from the Village and asked if there is any interest in this from the Village Board. The general consensus was to allow the property owner the ability to bring forth a proposal for consideration of the Village Board in the future. Nystrom said the total monthly income ending September 30, 2021 was \$229,561.17.

Discuss/possible action: Approve Wastewater Consultation Agreement with Gayle Schukei – Freeman-Caddy said at the September 16, 2021 board meeting, a motion was approved to remove the termination end date and direct the Village Attorney to review and refine the agreement as necessary. The Village Attorney's office revised the agreement as deemed necessary and sent it back out to the Chairperson.

Freeman-Caddy said she feels it was the Chairperson's perspective that he had authority to enter into the agreement based on the previous motion and after visiting with the other member of the Sewer Committee. Contrary to that view, Moore's perspective was the revised agreement would come back to the Village Board for consideration before moving forward with entering into the agreement. Freeman-Caddy said due to different points of view on the matter it was her recommendation to have another vote from the Village Board on the final agreement. Moore asked if a motion is needed to nullify the previous agreement that was approved by the Village Board. Freeman-Caddy said no.

Motion by Weyers, second by Caylor, to approve the Wastewater Consultation Agreement with Gayle Schukei. Voting: Ayes – Meier, Caylor, Weyers, Surman. Nays – Moore. Motion carried.

The meeting was adjourned at 9:25 p.m.

I, the undersigned Village Clerk for the Village of Eagle, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chair and Board of Trustees on October 5, 2021 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson