VILLAGE OF EAGLE BOARD OF TRUSTEES AGENDA OCTOBER 5, 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

PUBLIC HEARING concerning the One & Six-Year Street Improvement Plan for the Village of Eagle.

Open Public Hearing Public Comment Close Public Hearing

- 1. Discuss/possible action: Resolution 2021-09 Adoption of One & Six-Year Street Improvement Plan.
- 2. Report from Law Enforcement.
- 3. Report from Building & Zoning Administrator.
- 4. Open Forum.
- 5. Discuss/possible action: Final reading of Ordinance 2021-11 Permitting the use of All-Terrain, Utility-Type and Golf Car vehicles within the corporate limits of the Village of Eagle.
- 6. Discuss/possible action: Approve All-Terrain, Utility-Type and Golf Car vehicle registration application form.
- 7. Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4.
- 8. Discuss/possible action: Accept the resignation of Melissa Kitrell from the Eagle Fire & Rescue Department.
- 9. Discuss/possible action: Accept the resignation of Tyler Kluthe from the Eagle Fire & Rescue Department.
- 10. Discuss/possible action: Approve Bobcat exchange with Bobcat of Omaha in the amount of \$3,850.00.
- 11. Discuss/possible action: Approve purchase of water meters and radios from Core & Main.
- 12. 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.

- 13. Discuss/possible action: Resolution 2021-10 Adoption of a revised Village of Eagle Employee Handbook.
- 14. Discuss/possible action: Approve Village of Eagle depository.
- 15. Discuss/possible action: Approve or deny minutes as typed for the previous meetings.
- 16. Discuss/possible action: Approve claims.
- 17. Report from Attorney.
- 18. Report from Clerk/Treasurer.

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.



ONE AND SIX YEAR STREET IMPROVEMENT PLAN 2022 – 2027 THE VILLAGE OF EAGLE, NEBRASKA

In 1970, the State of Nebraska initiated a program developed to provide an integrated system of public roads for the state, counties, and municipalities. The department of Transportation and each county and municipality develops a long-range Six-Year plan of highway, road, and street improvements.

The Six Year plan is required by law to be extended annually and kept on file with the Village Clerk.

Along with the Six Year Plan, a One Year plan shall be annually prepared and placed on file with the Village Clerk for specific highway, road, and street improvements for the current year.

These plans must first be approved and adopted by the Governing Body after a public hearing.

In the current 2021 program year the Village of Eagle completed the following projects

- A. F Street from 3rd to 4th Street Paving Improvement Project improvements paid to date in the current year total \$13,611.80.
- B. Miscellaneous Maintenance Projects Improvements paid to date in the current year total \$18,713.27.

Total Project Improvements completed in the year 2021 total \$32,325.07

The 2022-2027 One and Six Year Street Improvement Plan includes the following and is described in more detail on the following pages.

- A. The One Year Street Improvement Plan for 2022 consists of general maintenance and three projects consisting of nearly 4 blocks of street improvements. These projects total 1100' of pavement reconstruction and are estimated to cost \$647,000
- B. The remaining four projects on the Six Year Street Improvement Plan for 2022-2027 consist of 8 blocks of street improvements. These projects total 1,950' of pavement reconstruction and 830' of mill and overlay activities and are estimated to cost \$865,000.
 - The estimated cost of all projects is \$1,512,000.
- C. A location map for each plan and a summary of the individual projects and their estimated costs are included in this report.

One and Six Year Plan Summary

City/Village: Eagle Year: 2022

PLAN YEAR	PROJECT NO.	PROJECT LOCATION	PROJECT DESCRIPTION	ESTIMATED COST
One	M-259(22)	4 th Street from A Street to B Street	Replace existing pavement surface with 31'wide, 8" concrete street with curb and gutter	\$200,000
One	M-259(27)	4 th Street from B Street to C Street	Replace existing pavement surface with 31' wide, 8" concrete street with curb and gutter.	\$205,000
One	M-259(28)	4 Th Street from C Street to approx. ½ block south of Railroad Street	Replace existing pavement surface with 31' wide, 8" concrete street with curb and gutter.	\$242,000

Cost of One Year Projects \$647,000

Six M-259(29) F Street from 4th Street to Replace existing pavement surface with \$281,000 6th Street 23' wide, 6" concrete street with curb and gutter Six M-259(31) Wentzel Circle from 4th Replace existing pavement surface with \$159,000 Street 23' wide, 6" asphalt street, replace Culde-Sac pavement with 6" asphalt street Six M-259(32) Parkview Avenue from Mill and Overlay existing asphalt surface \$55,000 Applewood Drive to F 23' wide and perform base repair where Street needed Six C Street from 2nd Street M-259(33) Replace existing pavement surface with \$370,000 to 4th Street, 1/2 block of 23' wide, 8" concrete street with curb 2nd Street North and gutter

Cost of Six Year Projects

\$865,000

Total Cost of One and Six Year Projects

\$1,512,000

2021 Projects Completed

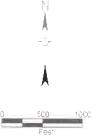
PROJECT NO.	PROJECT LOCATION	PROJECT DESCRIPTION	ACTUAL COST
M-259(24)	F Street from 3 rd Street to 4 th Street	Replace existing road with 23' wide, 6" concrete street with curb and gutter	\$13,611.80
Misc. Projects	Various Locations	Maintenance projects paid for by the Village in 2021	\$18,713.27

2022 One Year Plan

M-259 (22) M-259 (27) M-259 (28)

Eagle Rd ō į es 34) 43 / S 202nd St

CASS COUNTY
NEBRASKA
POPULATION 1,024
2019



STATE HIGHWAYS

Interstate Highway

Divided Highway

Multiple Lane Undivided Highway
 Concrete/Brick Surface
 Asphalt/Bituminous Surface
 Gravel or Crushed Rock

CITY STREETS AND COUNTY ROADS

Divided Street
Concrete/Brick Surface
Asphalt/Bituminous Surface
Gravel or Crushed Rock
Unimproved
Primitive

[80] Interstate Numbered Route

(83) U.S. Numbered Route

38 State Numbered Route

\S13D/ State Numbered Spur

L34G State Numbered Link

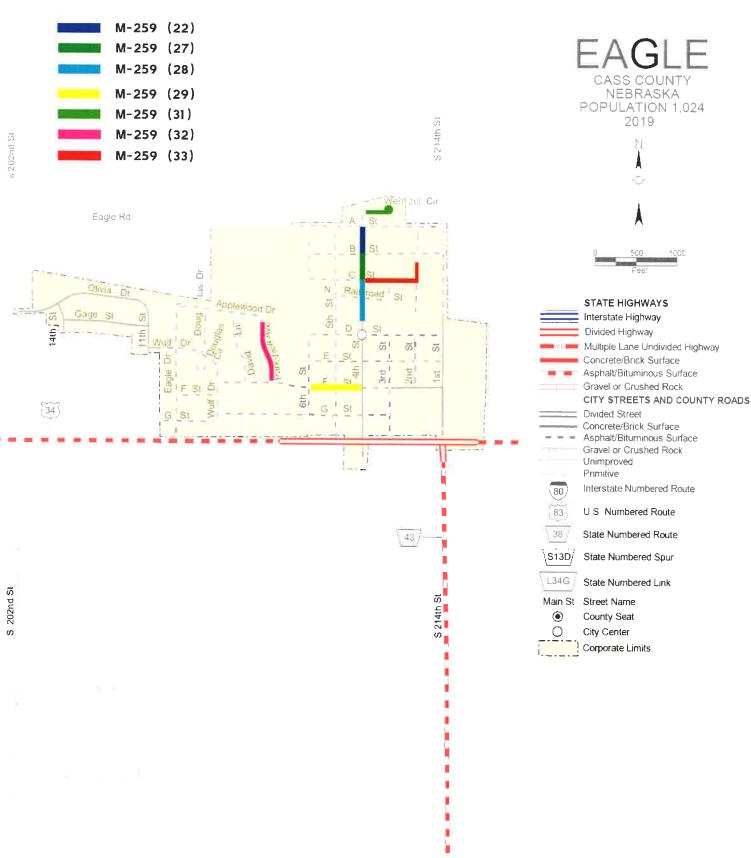
Main St Street Name

County Seat

City Center

Corporate Limits

2022 Six Year Plan



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 Year Plan for streets as presented at said public hearing has		
	Chairperson	
CERTIFICATE OF RECORDS	NG OFFICER	
The undersigned, duly qualified and acting Village Clerk of the Village of Eagle, Nebraska, does hereby certify that the above resolution was adopted at a legally convened meeting of the Village held on the 5 th day of October, 2021, and further, that such a resolution has been fully recorded in the proceedings and records in the office of the Village Clerk.		
IN WITNESS WHEREOF, I have hereunto set my hand th	is 5 th day of October, 2021.	
	Village Clerk	
The undersigned, duly qualified and acting Village Clerk of the Village of Eagle, Nebraska, does hereby certify that the notice of public hearing was posted in the Village at the public places listed below at least ten (10) days prior to the public hearing.		
	Village Clerk	
Locations where the Public Hearing Notice was posted:		

The notices were posted on September 23, 2021

Eagle Municipal Building
Eagle Fire & Rescue Department

Eagle Municipal Park

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 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 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,

WHERAS, 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 <u>not</u> 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 aforenoted 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 such intention.	s Ordinance may be renumbered to accomplish
PASSED AND APPROVED this day of	2021. VILLAGE OF EAGLE, NEBRASKA
BY: ATTEST:	John Surman, Chair
Nick Nystrom, Its Clerk (SEAL)	

Owner's Information:

747 S 2nd STREET / PO BOX 130 EAGLE, NEBRASKA 68347 OFFICE 402-781-2748 FAX 402-781-2775

ATV / UTV / Golf Car Registration Application

PART A - Owner & Vehicle Information

Name:	Phone Νι	ımber:
Primary Address:		*
Vehicle Information:		
Manufacturer	Model:	
Vin/Serial Number:	Year:	Color:
I certify that (1) the information I provided understand the information set forth in F copy of §5-504 to §5-509 of the Eagle MUTV or Golf Car Vehicle (circle one) as d	Part B below; (3) /lunicipal Code; a	I have been provided with a nd (4) the device is an ATV,
Owner's Signature:		Date:
PART B – Imp	ortant Information	on



VILLAGE OF EAGLE

747 S 2nd STREET / PO BOX 130 EAGLE, NEBRASKA 68347 OFFICE 402-781-2748 FAX 402-781-2775

ATV / UTV / Golf Car Registration Application

PART C - Review & Approval (For Municipal Use Only)

Owner:	
[] presented Owner's of [] submitted Owner's p	f the \$75.00 registration fee; riginal operator's license for inspection and copying; roof of insurance for inspection and copying; of §5-504 to §5-509 of the Eagle Municipal Code.
Vehicle (circle one). The Mui	l Owner's request to register the ATV, UTV or Golf Ca icipality has issued Owner a license plate and matching year bearing Permit Number
Approved by	Date



VILLAGE OF EAGLE INCORPORATED 1891

747 S 2nd STREET / PO BOX 130 EAGLE, NEBRASKA 68347 OFFICE 402-781-2748 FAX 402-781-2775

Registration and License

PART A - ATV GENERAL REQUIREMENTS

venicie (95-504)
[] Fifty inches (50") or less in width;
[] 1,200 pounds or less dry weight;
[] Four (4) or more non-highway tires;
[] Designed by the original manufacturer for:
[] Operator use only
[] Operator and one (1) passenger only
Fee (§5-509)
[] \$75.00 per Calendar Year per vehicle
Operator (§5-506)
[] Class O Operator's License
Insurance (§5-506)
[] \$25,000 coverage for bodily injury to or death of one person in any one accident;
[] \$50,000 coverage for bodily injury to or death of two or more persons in any one accident; and
[] \$25,000 coverage for bodily injury to or destruction of property of others in any one accident



VILLAGE OF EAGLE INCORPORATED 1891

747 S 2nd STREET / PO BOX 130 EAGLE, NEBRASKA 68347 OFFICE 402-781-2748 FAX 402-781-2775

Registration and License

PART B - UTV GENERAL REQUIREMENTS

Vehic	le (§5-504)
	[] Seventy-four inches (74") or less in width;
	[] One hundred eighty inches (180") or less in length, including bumper;
	[] 2,000 pounds or less dry weight;
	[] Four (4) or more non-highway tires;
Fee (§	5-509)
	[] \$75.00 per Calendar Year per vehicle
Opera	tor (§5-506)
	[] Class O Operator's License
Insura	nce (§5-506)
	[] \$25,000 coverage for bodily injury to or death of one person in any one accident;
	[] \$50,000 coverage for bodily injury to or death of two or more persons in any one accident; and
	[] \$25,000 coverage for bodily injury to or destruction of property of others in any one accident





747 S 2nd STREET / PO BOX 130 EAGLE, NEBRASKA 68347 OFFICE 402-781-2748 FAX 402-781-2775

Registration and License

PART C - GOLF CAR GENERAL REQUIREMENTS

Vehicle (§	5-504)
	[] 2,500 pounds or less maximum gross vehicle weight;
	[] 1,200 pounds or less maximum payload capacity;
	[] Four (4) persons maximum passenger capacity;
	[] 20 mph or less maximum level ground speed;
	[] Four (4) or more wheels
Fee (§5-50	99)
	[] \$75.00 per Calendar Year per vehicle
Operator ((§5-506)
	[] Class O Operator's License
Insurance	· (§5-506)
acc	[] \$25,000 coverage for bodily injury to or death of one person in any one ident;
in a	[] \$50,000 coverage for bodily injury to or death of two or more persons ny one accident; and
othe	[] \$25,000 coverage for bodily injury to or destruction of property of ers in any one accident



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 itswastewater 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 wastewatertreatment service are authorized by law.
- NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agreeas 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.

- (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 suspendedsolids 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 with 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, roofdrains, 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,

uponpresentation 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 discharges which shall include wastewater limitations 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 anygovernment 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, remainin 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 130 747 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
714 Lakeview
Eagle, NE 68347
(or such other address
designated by SID4)

MES, Inc. 20310 Van Dorn Street Eagle, NE 68347 (or such other management agent 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, CAS 2021.	SS COUNTY NEBRASKA thisday of
By:	
EXECUTED BY THE VILAGE OF EAGLE t	hisday of, 2021.
VILLAGE OF EAGLE By: Its Chair	
STATE OF NEBRASKA) COUNTY OF) ss.	
The foregoing Agreement was acknowled, 2021, by	dged before me this day of, of Cass County SID
#4.	•
CTATE OF MEDDAGKA	Notary Public
STATE OF NEBRASKA) COUNTY OF) ss.	
The foregoing Agreement was acknowled, 2021, by	dged before me this day of, chair of the Eagle Village Board of
Trustees.	
	Notary Public

CORE & MAIN

10707 S 149th St Omaha, NE 68138 Phone: 402-896-6173

Fax: 402-896-6379

Bid Pricing Proposal for Village of Eagle Meters

Box Quantity Pricing

METERS

	3/4" IPERL 100CF NO CABLE SM 7.5" LL SMART MODE (8 PER BOX) 1" IPERL 100CF NO CABLE SM 10.75" LL SMART MODE (6 PER BOX)	\$1,112.00 \$1,350.00
	RADIOS	
1)	510M S/POINT M2 TOUCH COUPLE (27 PER BOX)	\$4,509.00
2)	510M S/POINT M2 WIRED & LD (27 PER BOX)	\$4,509.00

O'Neill Electric Motor Service

Village of Eagle Quote

- 1) EM4104T Motor for WWTP oxidation ditch \$2,975.00 plus shipping (estimated \$200)
- 2) Siemens 10 HP 900 RPM for sludge load out \$2,250.00 plus shipping (estimated \$150)

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 effect	ive immed	iately upon its passage and approval.
PASSED AND APPROVED this	day of	, 2021.
(SEAL)	Ву:	John Surman, its Chair
Nick Nystrom, its Village Clerk		

VILLAGE OF EAGLE

September 16, 2021

The Village Board of Trustees met in special session at 7:00 p.m. on September 16, 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. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request. The 2021-2022 property tax request is resolved to be set at \$451,785.00; \$316,250.00 for the General Fund and \$135,535.00 for the Bond Fund. Surman asked if there were any comments or questions from the public. There were no comments or questions from the public.

The public hearing was closed at 7:10 p.m.

Chairperson Surman opened the public hearing at 7:10 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the 2021-2022 Budget. Three copies of the proposed budget statement were made available to the public. Surman said any member of the public wishing to speak on the 2021-2022 Budget will be granted a period of four minutes each. The notice of public hearing on the 2021-2022 Budget was published in the September 9, 2021 edition of the Voice News and posted in the three public posting areas in town. Surman made a presentation outlining the key provisions of the proposed budget statement including a comparison with the prior year's budget. Surman asked if there were any comments or questions from the public. There were no comments or questions from the public.

Motion by Caylor, second by Moore, to close the 2021-2022 Budget public hearing at 7:20 p.m. Voting: Ayes -5. Motion carried.

Motion by Moore, second by Meier, to introduce Resolution 2021-08. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-08 entitled:

RESOLUTION NO. 2021-08

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the Village of Eagle passes by a majority vote a resolution or ordinance setting the property tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the Village of Eagle resolves that:

1. The 2021-2022 property tax request be set at:

a. General Fund: \$316,250.00

b. Bond Fund: \$135,535.00

- 2. The total assessed value of property differs from last year's total assessed value by 17.09 percent.
- 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.554006 per \$100 of assessed value.
- 4. The Village of Eagle proposes to adopt a property tax request that will cause its tax rate to be 0.618695 per \$100 of assessed value.
- 5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the Village of Eagle will increase from last year's budget by 103.32 percent.
- 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2021.

Motion by Weyers, second by Moore, to adopt Resolution 2021-08. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve a one-percent increase in Restricted Funds. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve the 2021-2022 Budget. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to approve Frazier Construction's invoice for the remodel of the Fire & Rescue Department restrooms in the amount of \$33,200.00. Voting: Ayes – 5. Motion carried.

Motion by Moore to table the approval of the Wastewater Consultation Agreement with Gayle Schukei. Motion failed due to the lack of a second.

Motion by Weyers, second by Caylor, to approve the Wastewater Consultation Agreement with Gayle Schukei with the rescission of the contract term end date and with direction to the Village Attorney to review and refine the agreement as deemed necessary. Discussion: Moore said this motion is going against the advice of the attorney and approving this agreement in this fashion is "ass-backwards". Voting: Ayes – Meier, Caylor, Weyers, Surman. Nays – Moore. Motion carried.

The meeting was adjourned at 8:02 p.m.		
Nick Nystrom	John Surman	
Village Clerk	Chairperson	

VILLAGE OF EAGLE

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Motion by Moore, second by Weyers, to approve Frazier Construction's invoice for the remodel of the Fire & Rescue Department restrooms in the amount of 33,200.00. Voting: Ayes -5. Motion carried.

Discuss/possible action: Approve Wastewater Consultation Agreement with Gayle Schukei – Surman said the Village Board received a Consulting Services Agreement tonight between the Village of Eagle and Gayle Schukei as drafted by Renae Feilmeier (Attorney). The scope of services includes general oversight, consultation and troubleshooting services on an as needed basis on the routine operation and maintenance of the wastewater collection system. Schukei will be paid at the hourly rate of \$25.00 for actual hours worked. Surman said the agreement will commence on

October 1, 2021 and continue through September 30, 2022; either party may terminate the agreement upon ten (10) days' prior written notice to the other party. Caylor asked if there is a maximum number of hours that will be worked by Schukei. Surman said no: Schukei's hours will be governed by the need for consultation by Curtis Klabenes; the anticipation is the amount of hours will be higher towards the beginning of the transition period and then begin tapering off. Moore said he understands the intent behind having a wastewater consultant for Klabenes but he sent an email to the attorney expressing his concerns with the agreement; 1) Is it a good practice, legally speaking, to hire and enter into an agreement with a contractor who is not licensed, bonded or insured to perform wastewater treatment services; 2) If something were to happen to the consultant and he were injured, or advised our employee to do something that resulted in damage, injury, or death, what would the legal ramifications be for the Village and what grounds would we have to seek damages from the consultant; and 3) Would this type of situation create significant legal risk for the consultant. Surman asked what answers were received to these questions. Moore said Feilmeier responded that she wasn't aware that Schukei was not licensed in wastewater treatment services but she feels Klabenes should rely on his own training to make decisions that require a license and look to Schukei only for logistics and operational questions specific to the Village of Eagle's system. Further, Feilmeier suggested looking at changing the language in the agreement to reflect exactly what kind of advice the Village expects to receive from Schukei and remove the language that requires him to be licensed; if the Village is planning to rely on Schukei's advice on decisions and information that require a license, the agreement should be discussed more to determine the best way to mitigate risks associated with him being unlicensed. Moore said it was stated to him that the Village Board may want to table any decisions tonight until the agreement can be discussed further. Surman said he doesn't see anywhere in the agreement where Schukei must be a licensed wastewater operator. Moore said his interpretation is it should be clarified in the agreement. Surman said he feels Klabenes, being a licensed wastewater operator, will ultimately be the responsible party and will be making the decisions and can dictate who is able to work under his license. Moore said he feels it's a little more complicated when Schukei is not an employee of the Village and is instead looking to be a consultant; if what Schukei advises Klabenes to do ends up in a catastrophic event, there will be very limited recourse against the consultant which puts the Village at an increased risk. Surman asked Moore if he has an alternate plan to assist Klabenes in the takeover of the wastewater treatment system beginning October 1, 2021. Moore suggested checking with a neighboring municipality, such as Elmwood, that has a licensed operator(s), to see if they would be willing to assist Klabenes.

Motion by Moore to table the approval of the Wastewater Consultation Agreement with Gayle Schukei. Motion failed due to the lack of a second.

Further discussion – Meier said he agrees in part with Moore's concerns but feels it is important to have someone with knowledge of the wastewater treatment system to assist Klabenes when he takes control at the beginning of next month. Weyers asked if it is the preference of the maintenance department to have Schukei available for consultation at the time of taking over the facility from People Service. Terry Caddy said People Service will not train Village staff on how to run the facility so it would be a benefit to have someone available to at least walk through the basics and learn the routine of operating the facility with. Caylor said her understanding of the purpose of this agreement is not to

have Schukei operate the facility, but rather to offer insight in some of the finer details of Eagle's specific system. Surman said in his opinion that is correct. Moore said he still feels it would be a better idea to table any decisions tonight to ensure that the Village won't end up in some type of violation of state regulations by relying on an unlicensed individual to provide consultation services regarding Eagle's wastewater system.

Motion by Weyers, second by Caylor, to approve the Wastewater Consultation Agreement with Gayle Schukei with the rescission of the contract term end date and with direction to the Village Attorney to review and refine the agreement as deemed necessary. Discussion: Moore said this motion is going against the advice of the attorney and approving this agreement in this fashion is "ass-backwards". Voting: Ayes – Meier, Caylor, Weyers, Surman. Nays – Moore. Motion carried.

The meeting was adjourned at 8:02 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 September 16, 2021 at 6:00 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	

VILLAGE OF EAGLE

September 20, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on September 20, 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.

Motion by Weyers, second by Caylor, to approve a supply reimbursement to Eagle Fire & Rescue for Eagle Elementary Fire Awareness Day in the amount of \$400.00. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve Eagle Vision's request for a drive-in movie event on October 23, 2021. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to approve Eagle PTE's request for barricades and traffic cones for the 2021 Eagle Elementary Fun Run on October 22, 2021. Voting: Ayes – 5. Motion carried.

Open Forum – Surman said there was a widespread Windstream outage resulting in no service around the community since yesterday afternoon that has yet to be restored. Surman contacted the Nebraska Public Service Commission and was told they were not made aware of the situation by Windstream, which is a violation on their end. Amber Doser (445 Eagle Dr.) and Tom Spaulding (435 Eagle Dr.) expressed their concern with the amount of hydraulic oil on the street from when the street sweeper broke down. Weyers said the hydraulic oil puddles were absorbed with a HI-DRI product. Spaulding said more absorbent product was needed on the street and he expected a better job of cleaning up the spill. Wevers said if the spill wasn't immediately taken care of by the maintenance staff, she agrees, it should have been; as far as an environmental hazard is concerned, it would require at least 50 gallons of straight hydraulic oil on the street before it would be an environmental issue. Spaulding said he wouldn't be surprised if it was 50 gallons of hydraulic oil. Terry Caddy said 6 gallons refilled the street sweeper after the leak. Weyers said she contacted DEQ last week and filed a report to cover all of the bases; in time, the petroleum product will disappear. Spaulding said ultimately the residents in the area were just bummed out that there were three blocks of oil spill stains and not enough was done to clean it up after it happened. Terri Todd (940 Applewood Dr.) asked if a water restriction is still in place. Surman said no.

Motion by Moore, second by Caylor, to introduce an amendment to Ordinance 2021-11 stating the effective date of said ordinance shall be January 1, 2022. Voting: Ayes – Meier, Weyers, Caylor, Moore. Nays – Surman. Motion carried.

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 PROVIDE TO HEREIN: FOR PENALTIES, REVOCATION 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 second reading of Ordinance 2021-11. Voting: Ayes – Weyers, Meier, Caylor, Surman. Nays – Moore. Motion carried.

Motion by Moore, second by Caylor, to table the Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4. Voting: Ayes – 5. Motion carried.

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

Nick Nystrom	 John Surman	<u>_</u>
Village Clerk	Chairperson	

The meeting was adjourned at 9:07 p.m.

VILLAGE OF EAGLE

September 20, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on September 20, 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.

Report from Fire & Rescue – Luke Renken (Fire Captain) reported 13 rescue calls, 3 fire calls and 4 car accidents since the August 16, 2021 board meeting. There was an average of 9 volunteers per call. Renken said Eagle Fire & Rescue received an AFG Grant in the amount of \$165,000 to replace Air-Paks, fire gear and fire hose.

Motion by Weyers, second by Caylor, to approve a supply reimbursement to Eagle Fire & Rescue for Eagle Elementary Fire Awareness Day in the amount of \$400.00. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve Eagle Vision's request for a drive-in movie event on October 23, 2021. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to approve Eagle PTE's request for barricades and traffic cones for the 2021 Eagle Elementary Fun Run on October 22, 2021. Voting: Ayes – 5. Motion carried.

Open Forum - Surman said there was a widespread Windstream outage resulting in no service around the community since yesterday afternoon that has yet to be restored. Surman contacted the Nebraska Public Service Commission and was told they were not made aware of the situation by Windstream, which is a violation on their end. Amber Doser (445 Eagle Dr.) and Tom Spaulding (435 Eagle Dr.) expressed their concern with the amount of hydraulic oil on the street from when the street sweeper broke down. Weyers said the hydraulic oil puddles were absorbed with a HI-DRI product. Spaulding said more absorbent product was needed on the street and he expected a better job of cleaning up the spill. Weyers said if the spill wasn't immediately taken care of by the maintenance staff, she agrees, it should have been; as far as an environmental hazard is concerned, it would require at least 50 gallons of straight hydraulic oil on the street before it would be an environmental issue. Spaulding said he wouldn't be surprised if it was 50 gallons of hydraulic oil. Terry Caddy said 6 gallons refilled the street sweeper after the leak. Weyers said she contacted DEQ last week and filed a report to cover all of the bases; in time, the petroleum product will disappear. Spaulding said ultimately the residents in the area

were just bummed out that there were three blocks of oil spill stains and not enough was done to clean it up after it happened. Terri Todd (940 Applewood Dr.) asked if a water restriction is still in place. Surman said no.

Discuss/possible action: Second reading of Ordinance 2021-11 - Permitting the use of All-Terrain, Utility-Type and Golf Car vehicles within the corporate limits of the Village of Eagle - Marcus Hochstein (625 S. 4th St.) asked if there was every any clarification on the height of the safety flag attached to an off-road vehicle; some Utility-Type vehicles exceed five feet in height which was the original limit for an attached flag. Surman said Section 5-506 states, "no less than five feet above the ground". Hochstein said he has concerns with not allowing any after-market parts because people may want a winch or radio on their vehicle. Surman said the aftermarket parts being referenced are mechanical revisions. Hochstein said he just doesn't want to see any discrepancies or risk having a vehicle towed away because it contains after-market parts that are not mechanical in nature. Hochstein asked if annual permits are transferrable if a vehicle is replaced during the year. Surman said no, not in the current ordinance. Hochstein said he also feels law enforcement should pay for their own paper citations instead of requiring the Village to do so. Surman said if the Village Board needs to provide citations so the law is actually enforced, he doesn't have a problem doing so. Weyers asked if only residents will be allowed to obtain an off-road vehicle license in Eagle. Moore said there is nothing in the current ordinance that prevents individuals residing outside of town from licensing their vehicles in Eagle. Surman said on the other hand people may drive their off-road vehicles into town without a license and feel the law doesn't apply to them since they do not live here. Meier said they should be ticketed then. Surman said they drive the vehicles around town now which is currently a violation and nothing is being done about it. Weyers said people shouldn't be speeding on the highway but they do it every day. Moore said the Village has no jurisdiction over the highway; the thing that concerns him the most is the children that continue to drive these vehicles on the streets and sidewalks which is not being addressed by law enforcement or the parents; it will just be a matter of time until someone is seriously injured or killed. Weyers said it is a matter of time now regardless of the law that is put in place. Moore said the current ban on off-road vehicles helps protect the Village from liability; if this ordinance is passed, it clearly states, "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." Weyers said she has never seen an individual come back against a municipality for an injury they sustained while operating a motor vehicle. Moore asked if there is a draft application and guidelines page for the Village Board to review. Caylor said she and Nystrom have both drafted an application with guidelines for review at the next meeting. Moore said another point he brought up at the last meeting was changing the effective date of the ordinance to the beginning of the year.

Motion by Moore, second by Caylor, to introduce an amendment to Ordinance 2021-11 stating the effective date of said ordinance shall be January 1, 2022. Voting: Ayes – Meier, Weyers, Caylor, Moore. Nays – Surman. Motion carried.

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 IMPOUNDMENT: TO PROVIDE FOR THE EFFECTIVE DATE HEREOF: PROVIDE THAT THE CLERK AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED **IMPLEMENT** THIS **PROVIDE** ORDINANCE: TO 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,

WHERAS, 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:
 - By an employee of the Municipality in their official capacity for the Municipality and while operating a Municipal-owned ATV or UTV;
 - 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;
 - During parades which have been authorized by the State or the Municipality;
 - 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:
 - 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;