

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
DECEMBER 20, 2021  
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1<sup>st</sup> 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. Open Forum.
3. Discuss/possible action: Approve the 2022 Annual Investment with Cass County Nebraska Economic Development Council in the amount of \$2,000.
4. Discuss/possible action: Resolution 2021-12 – Submitting the question to the qualified electors of the Village of Eagle to reorganize as a city of the second class.
5. Discuss/possible action: Consider creation of Municipal Ordinance pertaining to Mobile Food Vendors.
6. Discuss/possible action: Consider proposal from Christiansen Tree Service for tree removal and brush chipping.
7. Discuss/possible action: Consider proposals for contracted snow removal during the 2021-2022 winter season.
8. Discuss/possible action: Approve Low Income Household Water Assistance Program (LIHWAP) Vendor Agreement between the State of Nebraska, Department of Health and Human Services and the Village of Eagle.
9. Discuss/possible action: Approve Curtis Klabenes attending a Wastewater Training Continuing Education Course in Wahoo on January 26, 2022.
10. Report on Streets and Maintenance.
11. Report on Wells and Sewer.
12. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
13. Report from Committees and Boards.

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

Village of Eagle Board of Trustees:

I would like to take this opportunity to thank you for your previous investment in Cass County Nebraska Economic Development Council (CCNEDC) and ask for your continued support in 2022. While 2021 continued to pose numerous challenges, Cass County continued to make notable success in the area of economic development this past year.

Here are a few highlights from this year:

- Worked over 20 projects, hosted 3 prospect visits and assisted countless business and community partners. These projects ranged from midsize manufacturing, warehouse distribution to downtown retail
- Maintained a social media presence and increased followers by approximately 25%
- Vireo Resources completed the expansion of their manufacturing building and hosted our group for a first look during our June Investor meeting
- Began a Targeted Advisory Group and are actively working on identifying future sites for growth within the county
- Attended professional development webinars, workshops, summits, and conferences throughout the year
- Conducted a Headquarters trip in Nashville, Tennessee during the month of October

Since the beginning of COVID we have been limited to the typical interactions, but were able to get out more so this last half of the year. As always we are available to meet in person, Zoom or Microsoft Teams, whatever your preference may be. Please reach out if you would like to know more about our success as we go in 2022. We will continue to focus on an economic development strategy that targets high wage, high investment and high innovation opportunities. To keep up the positive momentum, we ask for your continued financial support.

Don't forget to save the date for our 2022 Annual Meeting - January 27<sup>th</sup> at 5 p.m. A significant portion of our success is due to your continued financial commitment and direct involvement in our organization. We look forward to another productive year and thankful to have your company as a valued investor of our organization.

Sincerely,

**Jennifer Serkiz**  
**Executive Director**

**Cass County Nebraska Economic Development Council**

808 Conagra Dr., Ste. 400

Office: 402-346-5000 | Direct: 402-978-7909 | Cell: 402-658-6044

[SelectGreaterOmaha.com/Regional-Partners/CCNEDC](https://SelectGreaterOmaha.com/Regional-Partners/CCNEDC)

**Cass County Nebraska Economic Development Council**

808 Conagra Drive  
Suite 400  
Omaha, NE 68102

**Phone:** 402-978-7948

**INVOICE**

Date	Invoice #
1/1/2022	1018

**Bill To**

Village of Eagle  
Nick Nystrom  
727 South 1st Street  
PO Box 130  
Eagle, NE 68347

Due Date	Terms
1/31/2022	Net 30

Quantity	Description	Amount
1	2022 Annual Investment - Investing Level  We appreciate your involvement and impact in the growth of Cass County.  Please continue to support this growth through your annual investment in Cass County Nebraska Economic Development Council.  If you have any questions, please call 402-978-7948.	2,000.00
1	2022 Investor Meeting Sponsorship	0.00
Thank you for your support!		<b>Total</b> \$2,000.00

## RESOLUTION 2021-12

WHEREAS, Neb. Rev. Stat. §17-313 (Cum. Supp. 2020) provides that the registered voters of a village may vote to discontinue organization as a village and organize as a city of the second class under this section if the population of the village exceeds eight hundred inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United State Bureau of the Census; and the prior vote pursuant to Neb. Rev. Stat. § 17-312 (Cum. Supp. 2020) was in favor of retaining the village form of government, and

WHEREAS, on October 13, 1981, the issue was submitted to the voters whether the Village of Eagle shall retain the village form of government, in spite of the Village containing a population in excess of eight hundred persons, with the result being that the votes in favor of retaining the village form of government exceeded those against; and

WHEREAS, the most recent federal decennial census count for the Village of Eagle for the year 2020 determined that there were one thousand sixty-five (1,065) inhabitants of the Village of Eagle, and

WHEREAS, upon ascertaining that the conditions set forth above are satisfied, the issue may be placed before the voters by a resolution adopted by the board of trustees of such village; and

WHEREAS, the Eagle Board of Trustees has determined that the conditions set forth above have been met and the question of whether to discontinue the village form of government may now be submitted to the qualified electors of the Village of Eagle.

NOW, THEREFORE, BE IT RESOLVED BY THE 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 Resolution as fully as if set out at length herein.

Section 2. That the following question be submitted to the qualified electors of the Village for their approval or rejection in the following proposition, to-wit:

**“Whether the Village of Eagle, Cass County, Nebraska shall be reorganized as a city of the second class:**

\_\_\_\_\_ **For reorganization of the Village of Eagle as a city of the second class.**

\_\_\_\_\_ **Against reorganization of the Village of Eagle as a city of the second class.”**

Section 3. That the question shall be submitted to the qualified electors of the Village of Eagle at the same time as the statewide primary election on May 10, 2022.

Section 4. If a majority of votes are cast in favor of the question, then the Board of Trustees certifies the fact to the Nebraska Secretary of State at which point the Secretary shall, by proclamation, declare the village to have become a city of the second class.

Section 5. The Village Clerk is hereby instructed to certify a copy of this resolution containing the proposition to the Election Commissioner of Cass County and the Election Commissioner is requested to submit the proposition *at the time set for such election*.

Section 6. The Election Commissioner shall prepare the ballots and issue early voters' ballots and appoint and supervise the election officials conducting such election as provided by law. The election returns shall be made to the Election Commissioner. The municipal ballots, including early voters' ballots, shall be counted and canvassed as provided by law. Upon completion of the canvass of the vote by the county canvassing board the Election Commissioner shall certify the election results to the governing body of the Village.

Section 7. The Village Clerk shall be responsible for the publication or posting of any required special notice of the submission of such issue other than the notice required to be given of the statewide election.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

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John Surman  
Village Chairperson

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Nick Nystrom  
Village Clerk

(S E A L)

\* Estimate \*

## INVOICE

**A&M Recycling**  
1623 North 10th Road  
Palmyra, NE 68418

ashleyneemann@gmail.com  
(402) 560-8176 - Mark Neemann

### Village of Eagle

#### Bill to

Village of Eagle

#### Invoice details

Invoice no.: 1020  
Invoice date: 11/17/2021  
Due date: 05/31/2022

Product or service		Amount
1. <b>Snow Removal-Truck</b>	1 hr × \$85.00	\$85.00 hr
Truck with V-plow- hourly rate for snow removal of roads, parking lots or space needed. \$85 hour.		
2. <b>Snow Removal- Skid Loader</b>	1 hr × \$100.00	\$100.00 hr
Loader with snow blade & regular loader attachments.		
Removal of Snow in parking lots, stalls, roads and sidewalks wherever job is assigned.		
3. <b>Services</b>	1 hr × \$0.00	\$0.00
Larger Equipment if needed for specific situations or heavy snow/ice:		
Big Wheel Loader \$125 hour		
<del>Scaper</del> Road Grader - \$125 hour		
Dump Truck - \$100 hour		

Total

### Ways to pay



#### Note to customer

This Estimate is good until 5/31/2022

[Redacted Signature]

C C Contracting Inc  
13050 Waverly Rd  
Waverly, NE 68462  
Fax: 402-786-3056  
Email:; [cccontractingne@gmail.com](mailto:cccontractingne@gmail.com)

Date: 12/7/21

To: Eagle, NE City Maintenance

Bid: Snow Removal Bid for Dec 2021 – Mar 2022

- |   |          |
|---|----------|
| - (2) Diesel 4x4 trucks with 10ft blades                                  | \$115/hr |
| - (2) 10,000 lb skidloaders with oversize buckets<br>or with 10 ft blades | \$95/hr  |
| - (2) 15 yd dump trucks to haul snow                                      | \$95/hr  |
| - (1) 953 CAT trackloader   | \$145/hr |

In the event of any unforeseen issues or change orders, situation will be brought to attention, documented, and agreed upon. In the event of additional incurred charges, documentation and agreed costs will take place before work is completed.

Good for 30 days. If approved, mail/fax a signed copy to us.  
Thank you.

If any questions, call Clint 402-429-3989  
Randy 402-432-6783

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Approved By – Title

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Date

Jake's Odd Jobs, Inc.  
Contact: Jake Metz  
Phone: 402-942-4037  
Email: [jakesoddjobs@outlook.com](mailto:jakesoddjobs@outlook.com)

Date: 12/11/2021

### **Village of Eagle Snow Removal Bid**

We currently have 3 plow trucks, snow blowers, snow shovels, ice melt spreaders, tail gate spreaders, and the below listed equipment. We currently have 7 employees, as well as an additional 3 part time employees for snow removal, and plan on adding 2 more full time employees in January. We currently have a comfortable snow removal schedule/contracts, but I'm happy to help when we're available. Feel free to call or text my cell phone 402-942-4037, or email at [jakesoddjobs@outlook.com](mailto:jakesoddjobs@outlook.com). We do operate out of Eagle, so we're always able to service, as my equipment is stored in the Eagle village limits.

These rates include labor, equipment, and fuel costs and are per laborer hour. If you need us to apply ice melt, we do typically charged \$0.80 per pound of ice melt applied, which includes the cost of the ice melt materials and labor to install.

These machines/rates have a 3 hour minimum typically, but we can make this a 2 hour minimum for the Village.

**\*Rates:**

- Snowblower & Laborer \$100
- Backpack Blower & Laborer \$105
- Mini skid steer and bucket \$125
- Snow Plow Truck & Laborer \$130
- Big skid steer and bucket/snow pusher \$135
- Big skid steer and covered dump broom \$170
- Mini excavator with 12"/18"/24" bucket \$140
- Mini excavator with concrete breaker \$190
- Dump Truck/Dump trailer \$100
- Tractor with blade, snowblower, bucket \$160





## Low Income Household Water Assistance Program Vendor Agreement

**PURPOSE:** This Agreement ("Agreement") between the State of Nebraska, Department of Health and Human Services, ("DHHS"), and the [Village of Eagle] ("Vendor") shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). The federal funds will be used to assist eligible households with arrearages, rates and fees associated with reconnection or prevention of disconnection of service, and rate reduction for such services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations per General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants and LIHWAP [supplemental terms and conditions](#). Expenditure of LIHWAP funds is governed by the Notice of Award, Nebraska's approved LIHWAP state plan, and the requirements of the Administration for Children and Families Office of Community Services.

### 1. DURATION

- 1.1 **Term.** This Agreement shall be in effect beginning on the date that DHHS notifies the Vendor that they have been approved for enrollment. The Agreement shall not bind, nor purport to bind, DHHS for any commitment over the original Agreement period.
- 1.2 **Modifications.** All modifications to this Agreement shall be in writing and agreed upon by both parties.
- 1.3 **Termination.** This Agreement will terminate effective immediately upon a determination by DHHS that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.
  - 1.3.1 Either DHHS or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 30 calendar days' written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

### 2. RESPONSIBILITIES

- 2.1 **DHHS.** DHHS shall:
  - 2.1.1 Equitably provide outreach activities to potentially eligible households.
  - 2.1.2 Based on established criteria, determine household eligibility promptly for LIHWAP.
  - 2.1.3 Provide the household notification of approved services.
  - 2.1.4 Review utility account documentation. DHHS will request additional documentation or clarification of charges as needed. No payment will be made without all required documentation of charges.
  - 2.1.5 Provide payment to the Vendor for eligible households after receipt of all required documentation for services rendered, according to this Agreement, and upon full compliance by the Vendor with the terms herein.
  - 2.1.6 Issue payments to the Vendor by Electronic Funds Transfer (EFT). Payments will be issued in a lump sum. DHHS will identify to the Vendor each eligible customer on whose behalf DHHS will make payment for water services, and the payment amount each customer is eligible to receive. The Vendor will be notified of payment details via the email address provided by the Vendor.

The detailed payment information will arrive via e-mail two (2) to three (3) days after payment is issued or via mail five (5) to seven (7) days after payment is issued.

- 2.1.7 Comply with all relevant state and federal laws and regulations, the Notice of Award, terms and conditions set forth by the Administration for Children and Families, program policies, and Nebraska's approved LIHWAP state plan in the implementation of LIHWAP.
- 2.1.8 Establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state per all relevant state and federal laws and regulations, the Notice of Award, terms and conditions, program policies, and Nebraska's approved LIHWAP state plan, including procedures for monitoring the assistance provided under this title.
- 2.1.9 Monitor a portion of the Vendors to ensure compliance with the Vendor Agreement and program policies. By signing the Vendor Agreement, Vendors agree to be periodically monitored and provide necessary monitoring information when requested.
- 2.1.10 Provide the Vendors selected for compliance monitoring with a LIHWAP Monitoring Report to describe the information needed.

**2.2 Vendor.** The Vendor shall:

- 2.2.1 Provide DHHS a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number. Notify DHHS immediately when the tax identification number is changed. A new W-9 form must be completed and returned to DHHS.
- 2.2.2 Provide DHHS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to: address; account holder name; account number; line item accounting of amount owed and service it is owed for, water burden, payment history; how the LIHWAP payment was applied; and the impact of the payment.
- 2.2.3 Notify DHHS within ten (10) days when: the name of the company; ownership of the company; contact person; contact or billing information; services to be provided; or service coverage area changes.
- 2.2.4 Notify DHHS within ten (10) days if a LIHWAP payment is made for a customer residing in the Vendor's service area but with incorrect account information.
- 2.2.5 Notify DHHS if the business owner or another key employee is employed by DHHS, as well as if a member of his or her immediate family is employed by DHHS. Immediate family is a spouse or other person who resides in the same household as the owner and is a dependent of the owner.
  - 2.2.5.1 DHHS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s).  
Conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.
- 2.2.6 Not serve as the Vendor for a household in which he or she is a current recipient of assistance from LIHWAP. Current is defined as during the present federal fiscal year.
- 2.2.7 Not serve as the Vendor for a dwelling or property that he or she owns.
- 2.2.8 Apply LIHWAP payments to the approved services for the LIHWAP eligible households identified by DHHS. Provide the services to each eligible and approved residential household for which payment is provided under LIHWAP.
- 2.2.9 Charge LIHWAP households using the Vendor's normal billing process the difference between the actual amount due and the amount of the payment made with LIHWAP funds.
- 2.2.10 Charge LIHWAP eligible households the same price for services that are charged to non-eligible households, as determined by the Vendor approved rate-setting process.
- 2.2.11 Not treat LIHWAP eligible households adversely because of such assistance under applicable provisions of state, territorial or tribal law, or public regulatory requirements.

- 2.2.12 Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- 2.2.13 Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- 2.2.14 Accept payment guarantees from DHHS to restore services and eliminate arrearages. The Vendor must immediately apply payment guarantees to the customer accounts for the appropriate services.
- 2.2.15 Within 1 business day of receipt of the payment guarantee inform DHHS of the following: the payment guarantee was applied to the customer account; the new balance; and whether reconnection occurred or disconnection was alleviated.
- 2.2.16 Not terminate water service to an eligible customer covered by this Agreement except under the conditions set forth in the Nebraska Rev. Stat. §§ 70-1603 through 70-1614.
- 2.2.17 Identify LIHWAP payments made for eligible household accounts as payment received from the LIHWAP.
- 2.2.18 Provide a statement to LIHWAP households indicating the cost of home drinking water and/or wastewater services provided.
- 2.2.19 Maintain any credit amount, on the designated account, as a credit until used by the customer for water services or the customer ends service with the Vendor.
- 2.2.20 Transfer any credit balance to the new account, within thirty (30) days, if the customer moves and remains with the same Vendor.
- 2.2.21 Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 2.2.22 Return to DHHS within thirty (30) days of service ending any credit balance of LIHWAP funds.
- 2.2.23 Return to DHHS within thirty (30) days any LIHWAP payment for a customer not residing in the Vendor service area.
- 2.2.24 Return to DHHS within thirty (30) days of Vendor closing or being sold any LIHWAP credit balance. Funds may not be transferred to another Vendor.
- 2.2.25 Returned funds must be remitted to DHHS – Accounting PO Box 94906 Lincoln, NE 68509-9947.
- 2.2.26 All funds returned to DHHS must include the following:
  - 2.2.26.1 Name of client the payment was issued for;
  - 2.2.26.2 Client ID number the payment was issued for;
  - 2.2.26.3 Address and city the payment was issued for;
  - 2.2.26.4 Account holder's name the payment was issued for;
  - 2.2.26.5 Account number the payment was issued for;
  - 2.2.26.6 Date the original payment was posted to the account;
  - 2.2.26.7 Reason funds are being returned; and,
  - 2.2.26.8 Amount of funds being returned for each account.
- 2.2.27 Maintain current records and comply with any state or local regulations required for service provision.
- 2.2.28 Cooperate with any federal, state, or local investigation, audit, or program review. The Vendor shall allow DHHS representatives access to all records relating to LIHWAP households for compliance verification with this Agreement.
- 2.2.29 Understand that failure to cooperate with any federal, state, or local investigation, audit, or program review may result in immediate disqualification from participation in LIHWAP.
- 2.2.30 Take corrective action in the time frame specified by DHHS if violations of this Agreement are discovered. Corrective action may include but is not limited to providing detailed documentation of the changes made and detailed plans for future changes that will bring the Vendor into compliance.



- 2.2.30.1 Understand that failure to implement corrective actions may result in immediate disqualification from participation in the LIHWAP.
- 2.2.31 Collect and provide data within the time frame specified by DHHS and in the format requested by DHHS. The data must be provided to DHHS (or an authorized agent of DHHS) for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to DHHS.
- 2.2.32 Retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action involving the records has been completed, if it was initiated prior to the expiration of this five (5) year period. These records may be used for a variety of program purposes including: program planning; program capacity building; assessing the impact of LIHWAP and other benefits on low-income households; and supporting funding decisions.
- 2.2.33 Provide at no cost to DHHS, in the format requested:
  - 2.2.33.1 Written account information, including: account number; address; accountholder name; and other household-specific information.
  - 2.2.33.2 Written information regarding the household's home drinking water and/or wastewater usage, current balance and itemized charges, bill payment history, and arrearage.
  - 2.2.33.3 Immediate written confirmation that the payment guarantee was applied to the household account, inform of the new balance, and inform whether reconnection occurred or disconnection was alleviated.
  - 2.2.33.4 Other data as requested.
- 2.2.34 Complete the Vendor Monitoring Report and supply the report and supporting documentation to DHHS within five business days of the request when selected for compliance monitoring.
- 2.3 JOINT DUTIES. Both the Vendor and DHHS shall:
  - 2.3.1 Meet as needed to discuss any issues, recommendations, unmet needs, and lessons learned.

### 3. CONDITIONS

- 3.1 Authorities. Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- 3.2 Discrimination. The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. The Vendor shall not discriminate against a LIHWAP eligible household concerning terms, deferred payment plans, credit, conditions of sale, deposit, water rate, including service charges, reconnection charges payment plan arrangements, or discounts offered to other customers. The Vendor shall comply with all LIHWAP regulations, state and federal statutes and regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 3.3 Confidentiality. The Vendor agrees that any information and data obtained related to households shall be collected and held confidential, during and following the term of this Agreement. Household information shall not be disclosed without the individual's and DHHS's written consent and only per federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHHS of any breach or suspected breach in the security of such information. The Vendor shall allow DHHS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- 3.4 Subcontracts. DHHS reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by DHHS, the Vendor shall furnish DHHS with the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain

liable for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

- 3.5 Fraud. The Vendor will be permanently disqualified from participating in LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to: intentionally providing false information to DHHS or knowingly allowing others to do so; intentional failure to notify DHHS of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows or by reasonable diligence would know, the Vendor is not entitled to under an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled under the terms of this Agreement and all applicable rules, regulations, laws, and statutes. Repayment must be made unless contrary to a court order.
- 3.6 Non-fraud overpayments. For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to DHHS.
- 3.7 Reporting fraud. The Vendor agrees to report any known fraud activity by the household to DHHS. This may include but is not limited to the following:
- 3.7.1 The LIHWAP participant not disclosing all income.
- 3.7.2 The LIHWAP participant not using awards appropriately.
- 3.7.3 The LIHWAP participant not giving truthful information.
- 3.8 Business practices. The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. No Vendor may participate in LIHWAP in any capacity or be a recipient of federal funds designated for this program if the provider has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)
- 3.9 Binding on heirs and assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 3.10 Due authorization. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party executing this Agreement.
- 3.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the information, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

Vendor Name: Village of Eagle

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Signature of Authorized Representative for Vendor

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Printed Name/Title of Representative for Vendor

---

Date

Vendor Name: Village of Eagle		Doing Business As (DBA), if applicable:	
Vendor Legal Name (as used on Federal Tax Return for Business): Village of Eagle		Owner Name:	
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor-Owned <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Other <input type="checkbox"/> Limited Liability Company (LLC)  Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member		Taxpayer Identification (ID) Number: <u>47-6007515</u> <input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	
Vendor Contact/Title: Nick Nystrom, Clerk Treasurer		Telephone Number: 402-781-2748	
Physical Address: 747 S. 2nd St. Eagle, NE 68347		Mailing Address: P.O. Box 130 Eagle, NE 68347	
Email Address: nick@eagle.ne.gov		Office Fax Number: 402-781-2775	
Account Inquiry/Payment Guarantees Contact: SAME		Telephone Number:	
Mailing Address:		Email Address:	
Payments Contact/Title: SAME		Telephone Number:	
Mailing Address:		Email Address Regarding Payments:	
SERVICES PROVIDED AND BILLED BY VENDOR			
<input checked="" type="checkbox"/> Water Fees		<input checked="" type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other	
<input type="checkbox"/> Storm water Fees		<input type="checkbox"/> Groundwater Fees _____	
OTHER SERVICES INCLUDED ON WATER BILL			
<input checked="" type="checkbox"/> None		<input type="checkbox"/> Electricity <input type="checkbox"/> Other	
<input type="checkbox"/> Natural Gas		<input type="checkbox"/> Trash _____	

Please indicate which localities you will serve by entering each name of the locality in a box.

Eagle, NE (corporate limits)			

[DHHS.LIHWAPMailbox@nebraska.gov](mailto:DHHS.LIHWAPMailbox@nebraska.gov)

*Helping People Live Better Lives*

## **VILLAGE OF EAGLE**

**December 7, 2021**

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

Open Forum – Marcus Hochstein (625 S. 4<sup>th</sup> St.) said the property at 509 South 4<sup>th</sup> Street has wooden boards with nails hanging out of them lying across the public sidewalk. Nystrom said he will ensure these boards are moved back onto private property so they do not become a safety hazard. Surman said some individuals in town believe the Village of Eagle has control over the electrical and telecommunications utilities. As stated before, Surman said if there are issues with Windstream they can be reported to the Public Service Commission; if there are issues with OPPD they can be reported to the Nebraska Power Review Board.

Motion by Moore, second by Meier, to approve Snyder & Associates proposal for Village of Eagle Water and Sewer System Studies in the amount of \$30,000. Voting: Ayes – Weyers, Meier, Moore, Surman. Nays – Caylor. Motion carried.

Motion by Moore, second by Meier, to introduce Resolution 2021-11. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-11 entitled:

### **RESOLUTION 2021-11**

#### **SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2021**

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Village Board Chairperson of the Village of Eagle is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Motion by Moore, second by Weyers, to adopt Resolution 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Ordinance 2021-14. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2021-14 entitled:

#### **ORDINANCE 2021-14**

AN ORDINANCE TO AMEND THE SALARY RANGE FOR MUNICIPAL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT 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.

Motion by Moore, second by Weyers, to accept the first reading of Ordinance 2021-14 as amended. Voting: Ayes – 5. Motion carried.



Motion by Weyers, second by Moore, to suspend the rules of three consecutive readings of Ordinance 2021-14. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Moore, to adopt Ordinance 2021-14. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 10,324.61, Board Wages 1,400.00, ABC Termite & Pest Control 55.00, Allied Benefit Systems 3,277.26, Amazon Marketplace 104.29, American Exchange Bank 750.00, Black Hills Energy 341.94, BOK Financial 139,943.00, Bound Tree Medical 662.30, Bromm Lindahl Freeman-Caddy & Lausterer 1,265.00, Buel Trucking 374.67, Casey's 359.09, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 184.19, Core & Main 2,602.65, Custom LED Lighting 4,829.86, Display Sales 396.00, Dunrite Homes 3,620.00, Eagle Facilities & Grounds Assn 1,492.00, Eagle Fire & Rescue 2,500.00, EFTPS 2,545.14, Federal Licensing 119.00, First Wireless 593.94, Frontier Cooperative 600.52, Gold Peak Homes 1,810.00, Google LLC 120.00, Gordon Electric 65.00, Grainger 38.92, Harris Decals 700.00, Home Depot Credit Svc 231.64, Iowa Pump Works 11,818.23, John Deere Financial 19.96, John Hancock Investments 265.20, Matheson Tri-Gas 294.82, McKesson Medical 176.93, Menards-South 200.70, Midwest Labs 327.65, NE Best Cleaning Svc 213.00, NE Dept of Environment & Energy 230.00, NE Dept of Rev 1,540.46, NE Municipal Power Pool 2,013.00, NE Public Health Env Lab 30.00, Norland Pure 24.00, Taira Nystrom 450.00, One Call Concepts 49.62, OPPD 3,869.98, O'Reilly Auto Parts 582.28, Paper Tiger Shredding 35.00, People Svc 5,242.00, Prairie Home Builders 1,510.00, Quick Med Claims 510.13, Schemmer 935.00, Paul Selivanoff 1,810.00, Signs Now 680.00, Stonewood Builders 1,810.00, Trekk Design Group 1,175.00, UNUM 654.27, US Postmaster 200.00, USA Bluebook 656.89, Verizon Wireless 1,331.71, Voice News 229.34, Windstream 632.31. Total of bills: **\$224,091.44.**

Approved Park Claims: Black Hills Energy 32.76, OPPD 90.82, Windstream 27.28. Total of bills: **\$150.86.**

Motion by Meier, second by Caylor, to approve a \$100.00 Christmas bonus for each regular Village of Eagle employee. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to appoint the Village Clerk as Chairperson Pro Tempore. Voting: Ayes – 5. Motion carried.

Nick Nystrom, as acting Chairperson Pro Tempore, called for nominations for Chairperson.

Moore nominated Surman for Chairperson.

Motion by Weyers, second by Meier, to cease nominations for Chairperson. Voting: Ayes – 5. Motion carried.

Surman was elected Chairperson by acclamation.

Chairperson Surman called for nominations for Chairperson Pro Tempore.

Caylor nominated Meier for Chairperson Pro Tempore.

Motion by Moore, second by Weyers, to cease nominations for Chairperson Pro Tempore. Voting: Ayes – 5. Motion carried.

Meier was elected Chairperson Pro Tempore by acclamation.

Motion by Caylor, second by Weyers, to approve the following slate of appointments: Attorney – Maureen Freeman-Caddy; Maintenance Superintendent – None; Clerk – Nick Nystrom; Treasurer – Nick Nystrom; Legal Newspaper – The Voice News; Accountant – Mierau & Company; Engineer – Snyder & Associates; Building Inspector/Zoning Administrator – Rick Hestermann; and Nuisance Hearing Officer – Sandy Weyers. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve the following appointments and individuals serving on the internal boards of the Village of Eagle: Board of Health – Surman, Caylor, Captain Lamprecht; Streets – Meier, Weyers; Water – Surman, Meier; Sewer – Surman, Meier; Buildings & Grounds – Moore, Weyers; NRD – Office, Caylor; Keno – None; Technology & Telecommunications –Office, Moore, Weyers; Safety – Caylor, Meier, Village Employees; Park – Moore, Meier; Human Resources & Personnel – Moore, Weyers; Emergency Services – Moore, Caylor; Planning Commission – Terry Caddy, Ashley Moyer, Robin Sinner, Marcus Hochstein (Alternate); Board of Adjustment – Tammy Moyer, Paco Rodriguez, Amber Doser; Board of Appeals – Jerrod Kurtenbach, Josh Crook; Park & Recreation Commission – Elizabeth Umshler, Terri Todd, Cassidi Denton. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to designate the three public posting areas as a method of giving reasonable advanced notice for the Village of Eagle as the Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to allow emergency vehicles to leave the corporate limits. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Caylor, to approve Nick Nystrom attending the 2022 Nebraska Municipal Clerk's Academy in Grand Island from March 15<sup>th</sup>-18<sup>th</sup>, 2022 at a cost of \$501.85. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to go into executive session at 8:43 p.m. to discuss Nick Nystrom's annual employee evaluation and to protect the reputation of the employee. Voting: Ayes – 5. Motion carried.

Chairperson Surman said the board has come out of executive session at 8:51 p.m. after discussing Nick Nystrom's annual employee evaluation.

Motion by Moore, second by Weyers, to increase Nick Nystrom's wage to \$35.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:52 p.m.

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson

## **VILLAGE OF EAGLE**

**December 7, 2021**

The Village Board of Trustees met in regular session at 7:00 p.m. on December 7, 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 Law Enforcement – Sergeant Sommer reported 9 citations and 24 warnings during the month of November. Meier said the new off-road vehicle ordinance will take effect the first of the year and encouraged law enforcement to pay attention to whether a vehicle has proper licensing and the correct whip flag attached. Freeman-Caddy said she still needs to speak with someone at the Sheriff's Office regarding implementation of the off-road vehicle ordinance into the computer system that is used to issue citations.

Report from Building & Zoning Administrator – Hestermann reported no new building permits, 12 certificates of occupancy and 27 inspections during the month of November. There are 21 total open permits to date. Meier asked if there is an update on the former Casey's General Store building located at 310 Highway 34. Hestermann said no; his understanding is Casey's is awaiting the results of environmental testing before they can list the property for sale. Moore said earlier today he received a video from a resident in Eagle Estates of a construction vehicle traveling down the walking path and across the adjacent park to access the rear of the property at 1320 Olivia Drive. Moore followed up on the complaint and took photos of the construction vehicle when he was confronted by the builder. The builder would not discuss the matter after he was told he has already been warned about accessing his property through park property. Moore said he would like to see this individual's building permit deposit withheld to cover damages to the walking path and any other potential damage to the park grounds itself. Freeman-Caddy said the building permit deposit is designed to ensure final building inspection is achieved prior to occupancy; there is nothing in the language that allows the deposit to be withheld for public damages. Freeman-Caddy suggested changing the language in the future to account for damages to public infrastructure. Additionally, Freeman-Caddy said although this individual has been warned in the past, it would be in the Village's best interest to properly barricade the area from vehicle traffic and install proper signage indicating motor vehicles are not allowed. Hestermann was directed to speak with the contractor about the damages and determine if the individual is willing to rectify the issue.

Open Forum – Marcus Hochstein (625 S. 4<sup>th</sup> St.) said the property at 509 South 4<sup>th</sup> Street has wooden boards with nails hanging out of them lying across the public sidewalk. Nystrom said he will ensure these boards are moved back onto private property so they do not become a safety hazard. Surman said some individuals in town believe the Village of Eagle has control over the electrical and telecommunications utilities. As stated before, Surman said if there are issues with Windstream they can be reported to the Public Service Commission; if there are issues with OPPD they can be reported to the Nebraska Power Review Board.

Discuss/possible action: Consider options for Village of Eagle Water & Sewer System Studies – Mike Geier (Business Unit Leader; Snyder & Associates) and Dane Simonsen (Project Manager/Engineer; JEO Consulting Group) were present and gave a brief presentation on their revised proposals first discussed at the November 22, 2021 special meeting. Surman asked if there are any preferences from the Village Board. Caylor said she is in favor of JEO Consulting Group as they are the low bidder and she feels they have outlined an excellent proposal; the lower bid will also allow the Village Board the opportunity to include additional study points if needed while staying within the budgeted expense. Meier and Moore said they would prefer Snyder & Associates due to the experience and depth provided in their proposal.

Motion by Moore, second by Meier, to approve Snyder & Associates proposal for Village of Eagle Water and Sewer System Studies in the amount of \$30,000. Voting: Ayes – Weyers, Meier, Moore, Surman. Nays – Caylor. Motion carried.

Discuss/possible action: Consider proposals from Northwest Electric to rebuild or replace the oxidation ditch gearbox at the WWTP – Nystrom said the proposal from Northwest Electric includes a rebuild cost of \$9,755.50 or a replacement cost of \$13,481.00 plus installation labor. Surman asked if the leaking gearbox is getting any worse. Terry Caddy said grease has been leaking out of the gearbox seal consistently for likely over a year; as long as the gearbox is checked every couple of weeks it will continue to run for a long period of time. Caddy said his understanding is if the system is ever shut down to pull the gearbox it can only remain down for 12 hours or less; he does not believe the maintenance staff can pull the gearbox, inspect the unit and replace the seals in this amount of time. Caddy said at this time he doesn't really see a problem with the gearbox the way it is as long as grease is added as needed. Surman said he spoke with Gayle Schukei (Wastewater Consultant) who indicated that if the weir can be shut down (or slowed down) on one side the leak shouldn't be as bad and then you can run the opposite side solely as long as the temperature doesn't get below zero for a period of 30 days. Surman said his opinion is perhaps the pit needs to be cleaned out under the gearbox to determine how much grease is actually leaking before making a decision to spend money on its repair or replacement. Caylor asked if this expenditure was in the budget. Nystrom said no. The Village Board generally agreed to monitor the gearbox and plan to budget for its repair or replacement in the next budget cycle. No action taken.

Motion by Moore, second by Meier, to introduce Resolution 2021-11. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-11 entitled:

## **RESOLUTION 2021-11**

### **SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2021**

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Village Board Chairperson of the Village of Eagle is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Motion by Moore, second by Weyers, to adopt Resolution 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Ordinance 2021-14. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2021-14 entitled:

## **ORDINANCE 2021-14**

AN ORDINANCE TO AMEND THE SALARY RANGE FOR MUNICIPAL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT 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.

BE IT ORDAINED BY THE CHAIRPERSON AND THE MEMBERS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA:

**Section 1.** A SALARY RANGE SCHEDULE FOR MUNICIPAL EMPLOYEES AS FOLLOWS:

### **Village Clerk/Treasurer:**

Starting - ~~\$20.00~~ \$21.00    Midway - ~~\$30.00~~ \$31.00    Maximum - ~~\$40.00~~ \$41.00 per hour

### **Deputy Clerk/Treasurer:**

Starting - ~~\$10.00~~ \$11.00    Midway - ~~\$14.00~~ \$15.00    Maximum - ~~\$18.00~~ \$19.00 per hour

### **Maintenance Supervisor:**

Starting - ~~\$21.00~~ \$22.00    Midway - ~~\$28.00~~ \$29.00    Maximum - ~~\$35.00~~ \$36.00 per hour

### **Maintenance Personnel: With two Licenses (Water AND Sewer)**

Starting - ~~\$18.00~~ \$19.00    Midway - ~~\$23.00~~ \$24.00    Maximum - ~~\$28.00~~ \$29.00 per hour

### **Maintenance Personnel: With one License (Water OR Sewer)**

Starting - ~~\$15.00~~ \$16.00    Midway - ~~\$20.00~~ \$21.00    Maximum - ~~\$25.00~~ \$26.00 per hour

**Maintenance Personnel:  
Without Water and Sewer License**

Starting - ~~\$12.00~~ \$13.00    Midway - ~~\$15.00~~ \$16.00    Maximum - ~~\$18.00~~ \$19.00 per hour

**Maintenance Personnel:  
(Seasonal)**

Starting - ~~\$12.00~~ \$13.00    Midway - ~~\$13.00~~ \$14.00    Maximum - ~~\$14.00~~ \$15.00 per hour

**Section 2.** The exact salary of the above municipal employees within the salary range schedule shall be available for public inspection in the office of the Village Clerk of the Village of Eagle, Nebraska. All salaries of municipal employees of the Village of Eagle, Nebraska shall be published as provided by law, in accordance with Nebraska Statute Section 19-1102.

**Section 3.** The above salary range schedule shall run for an indefinite duration unless amended by ordinance of the Village of Eagle.

**Section 4.** 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 5.** That this Ordinance shall be published within the first fifteen (15) days after its passage and approved in pamphlet form, and shall be effective the 15<sup>th</sup> day from and after the passage, approval, and publication as provided herein.

**Section 6.** That it is the intention of the Board of Trustees of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall not become a part of the Eagle Municipal Code of the Village of Eagle, Nebraska.

Motion by Moore, second by Weyers, to accept the first reading of Ordinance 2021-14 as amended. Voting: Ayes – 5. Motion carried.

Discussion: Freeman-Caddy said she would recommend adding a section to the ordinance allowing for an annual bonus to employees with an associated spending cap. Weyers said she would support an annual bonus to employees of up to \$200.00. The Village Board generally agreed.

Motion by Weyers, second by Moore, to suspend the rules of three consecutive readings of Ordinance 2021-14. Voting: Ayes – 5. Motion carried.



Motion by Weyers, second by Moore, to adopt Ordinance 2021-14. Voting: Ayes – 5. Motion carried.

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

Discuss/possible action: Approve claims – Surman inquired about Park Claim Item #3 from Windstream in the amount of \$27.28 and asked if this is expected to be the last invoice for phone service at the pool for the season. Nystrom said yes. Moore said he wasn't present when it was decided to disconnect the pool phone for the season rather than leaving it on "vacation" mode and paying a nominal fee each month; he asked what the rationale was to disconnect the phone entirely for the season when it is unknown whether that same phone number will be available next season. Weyers said it was generally agreed to disconnect service to save money when the phone won't be in use for at least another five months.

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

Approved Claims: Wages 10,324.61, Board Wages 1,400.00, ABC Termite & Pest Control 55.00, Allied Benefit Systems 3,277.26, Amazon Marketplace 104.29, American Exchange Bank 750.00, Black Hills Energy 341.94, BOK Financial 139,943.00, Bound Tree Medical 662.30, Bromm Lindahl Freeman-Caddy & Lausterer 1,265.00, Buel Trucking 374.67, Casey's 359.09, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 184.19, Core & Main 2,602.65, Custom LED Lighting 4,829.86, Display Sales 396.00, Dunrite Homes 3,620.00, Eagle Facilities & Grounds Assn 1,492.00, Eagle Fire & Rescue 2,500.00, EFTPS 2,545.14, Federal Licensing 119.00, First Wireless 593.94, Frontier Cooperative 600.52, Gold Peak Homes 1,810.00, Google LLC 120.00, Gordon Electric 65.00, Grainger 38.92, Harris Decals 700.00, Home Depot Credit Svc 231.64, Iowa Pump Works 11,818.23, John Deere Financial 19.96, John Hancock Investments 265.20, Matheson Tri-Gas 294.82, McKesson Medical 176.93, Menards-South 200.70, Midwest Labs 327.65, NE Best Cleaning Svc 213.00, NE Dept of Environment & Energy 230.00, NE Dept of Rev 1,540.46, NE Municipal Power Pool 2,013.00, NE Public Health Env Lab 30.00, Norland Pure 24.00, Taira Nystrom 450.00, One Call Concepts 49.62, OPPD 3,869.98, O'Reilly Auto Parts 582.28, Paper Tiger Shredding 35.00, People Svc 5,242.00, Prairie Home Builders 1,510.00, Quick Med Claims 510.13, Schemmer 935.00, Paul Selivanoff 1,810.00, Signs Now 680.00, Stonewood Builders 1,810.00, Trekk Design Group 1,175.00, UNUM 654.27, US Postmaster 200.00, USA Bluebook 656.89, Verizon Wireless 1,331.71, Voice News 229.34, Windstream 632.31. Total of bills: **\$224,091.44.**

Approved Park Claims: Black Hills Energy 32.76, OPPD 90.82, Windstream 27.28. Total of bills: **\$150.86.**

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Motion by Moore, second by Meier, to appoint the Village Clerk as Chairperson Pro Tempore. Voting: Ayes – 5. Motion carried.

Nick Nystrom, as acting Chairperson Pro Tempore, called for nominations for Chairperson.

Moore nominated Surman for Chairperson.

Motion by Weyers, second by Meier, to cease nominations for Chairperson. Voting: Ayes – 5. Motion carried.

Surman was elected Chairperson by acclamation.

Chairperson Surman called for nominations for Chairperson Pro Tempore.

Caylor nominated Meier for Chairperson Pro Tempore.

Motion by Moore, second by Weyers, to cease nominations for Chairperson Pro Tempore. Voting: Ayes – 5. Motion carried.

Meier was elected Chairperson Pro Tempore by acclamation.

Motion by Caylor, second by Weyers, to approve the following slate of appointments: Attorney – Maureen Freeman-Caddy; Maintenance Superintendent – None; Clerk – Nick Nystrom; Treasurer – Nick Nystrom; Legal Newspaper – The Voice News; Accountant – Mierau & Company; Engineer – Snyder & Associates; Building Inspector/Zoning Administrator – Rick Hestermann; and Nuisance Hearing Officer – Sandy Weyers. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve the following appointments and individuals serving on the internal boards of the Village of Eagle: Board of Health – Surman, Caylor, Captain Lamprecht; Streets – Meier, Weyers; Water – Surman, Meier; Sewer – Surman, Meier; Buildings & Grounds – Moore, Weyers; NRD – Office, Caylor; Keno – None; Technology & Telecommunications –Office, Moore, Weyers; Safety – Caylor, Meier, Village Employees; Park – Moore, Meier; Human Resources & Personnel – Moore, Weyers; Emergency Services – Moore, Caylor; Planning Commission – Terry Caddy, Ashley Moyer, Robin Sinner, Marcus Hochstein (Alternate); Board of Adjustment – Tammy Moyer, Paco Rodriguez, Amber Doser; Board of Appeals – Jerrod Kurtenbach, Josh Crook; Park & Recreation Commission – Elizabeth Umshler, Terri Todd, Cassidi Denton. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to designate the three public posting areas as a method of giving reasonable advanced notice for the Village of Eagle as the Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to allow emergency vehicles to leave the corporate limits. Voting: Ayes – 5. Motion carried.

Report from Attorney – Freeman-Caddy said it was likely reported at the last meeting that Eagle Lake SID #4 has pulled back from their proposal to utilize the Village of Eagle's WWTP to treat their wastewater at this time. The goal for the first review of the zoning ordinance revisions is mid-January. Surman asked if there are any updates on the official 2020 census results. Freeman-Caddy said not at this time.

Report from Clerk/Treasurer – Nystrom said the recycling containers are now available for use as of December 1, 2021; information on this service is available on the official Eagle website for the public. Nystrom said off-road vehicle licensing begins January 2, 2022. Year-end paperwork to NDEE for the public water supply system is complete. Nystrom said the audit documents are ready for delivery upon request from Mierau & Company. The annual swimming pool income and expense report is available in the board packets tonight. Nystrom said the total monthly income ending November 30, 2021 was \$71,955.60.

Motion by Moore, second by Caylor, to approve Nick Nystrom attending the 2022 Nebraska Municipal Clerk's Academy in Grand Island from March 15<sup>th</sup>-18<sup>th</sup>, 2022 at a cost of \$501.85. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to go into executive session at 8:43 p.m. to discuss Nick Nystrom's annual employee evaluation and to protect the reputation of the employee. Voting: Ayes – 5. Motion carried.

Chairperson Surman said the board has come out of executive session at 8:51 p.m. after discussing Nick Nystrom's annual employee evaluation.

Motion by Moore, second by Weyers, to increase Nick Nystrom's wage to \$35.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:52 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 December 7, 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

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson