

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
APRIL 20, 2026  
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. Discuss/possible action: Updates on the new Fire & Rescue Facility.
3. Public Comment.
4. Discuss/possible action: Approval of parade route and associated street closings and barricades for June 27, 2026.
5. Discuss/possible action: Driveway approach concerns as part of the 2026 Mill & Overlay Improvements Project on Eagle Drive.
6. Discuss/possible action: Resolution 2026-08 – Approving Daily Double Keno Outlets as the Keno Operator for the Eagle Keno Lottery.
7. Discuss/possible action: Approve Keno Operator Agreement with Daily Double Keno Outlets.
8. Discuss/possible action: Approve purchase of Weed & Feed from Menards in the amount of \$49.99 per bag.
9. Discuss/possible action: Set opening date for the Eagle Pool for the 2026 season.
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.**

**RESOLUTION NO. 2026-08**

**A RESOLUTION APPROVING DAILY DOUBLE KENO OUTLETS, INC. AS THE KENO OPERATOR FOR THE EAGLE KENO LOTTERY.**

**BE IT RESOLVED** by the Board of Trustees of the Village of Eagle, Nebraska:

SECTION 1. Daily Double Keno Outlets, Inc. is hereby approved as the Lottery Operator for the Village of Eagle under the Nebraska County and City Lottery Act, Neb. Rev. Stat. Section 9-601 et seq., and the Village Board Chairperson, Village Clerk, and other such Village officials as may be necessary or appropriate are authorized and directed to sign the Lottery Operator Agreement as proposed by the Lottery Operator, and to take such other actions as may be necessary or appropriate in order to establish Daily Double Keno Outlets, Inc. as the Lottery Operator.

SECTION 2. This resolution shall be in full force and effect from and following the passage and publication hereof as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of April, 2026.

VILLAGE OF EAGLE, NEBRASKA

By:

\_\_\_\_\_  
Marcus Hochstein, Its Chair

ATTEST:

\_\_\_\_\_  
Nick Nystrom, Its Clerk

(SEAL)

## AGREEMENT

This agreement is made and entered into on the \_\_\_ day of April, 2026 by and between **DAILY DOUBLE KENO OUTLETS INC**, a Nebraska company, hereinafter called "Keno Contractor", and the **Village of Eagle**, Nebraska, hereinafter, the "Village".

**WHEREAS**, Keno Contractor is authorized to conduct business pursuant to the statutes of the United States and of the State of Nebraska;

**WHEREAS**, a majority of the vote by the registered voters of the Village were cast in favor of authorizing the establishment of a municipal lottery;

**WHEREAS**, the Village Board authorized such a lottery to be established and requested proposals for a keno-type lottery to be operated by an independent contractor lottery operator;

**WHEREAS**, the Keno Contractor's proposal for operating a lottery was accepted by the Village;

**WHEREAS**, the Village on **April 20, 2026** passed **Resolution No. 2026-08** under which the Village granted Keno Contractor the exclusive right to operate for the Village a legal, keno-style lottery, within the Village for a period of time; and,

**WHEREAS**, the Keno Contractor and the Village are desirous of establishing the Keno Contractor's exclusive right to operate for the Village, a legal, keno-style lottery, within the Village for a period of five (5) years from the date of this agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### 1. **DEFINITIONS.**

- a. Gross Proceeds. "Gross Proceeds" shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes or expenses and shall include receipts from admissions costs, any consideration necessary for participation, and the value of any free tickets, games or plays used; but shall not include any amounts received from the sale of concessions or any other legitimate business operations as authorized hereinbelow.
- b. Expenses. "Expenses" shall mean:
  - (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery;
  - (2) all office or clerical expense in connection with the lottery;
  - (3) all promotional expenses for the lottery;

(4) all salaries of persons employed to operate, conduct, or supervise the lottery;

(5) any rental or lease expense related to the lottery;

(6) any fee or commission paid to any person associated with the lottery;

(7) license fees paid to the department; and

(8) any other costs associated with the conduct of the lottery, but not including taxes paid pursuant to Neb. Rev. Stat. §9-648 or prizes awarded to participants.

c. Keno Lottery or Keno-Type Lottery. "Keno Lottery" or "Keno-Type Lottery" shall mean any lottery as permitted by Neb. Rev. Stat. §9-607(1)(c)(ii).

d. Others. For the purposes of this Agreement and except for those definitions expressly set forth herein, unless the context otherwise requires, the definitions found in the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §9-601 et seq., and any rules and regulations promulgated thereunder shall be used.

2. **RIGHT TO OPERATE.** The Village herewith grants to the Keno Contractor the exclusive right to operate, for and on behalf of the Village, a legal, keno-style lottery, as authorized by the *Nebraska County and City Lottery Act*, §9-601 et seq., R.R.S. (Reissue, 1991); and pursuant to Rules and Regulations duly promulgated by the Nebraska Department of Revenue. Such operation shall be controlled directly by the Keno Contractor and be located within the Corporate boundaries of the Village. No other such operation will be allowed by the Village during the term of this agreement. Any transfer of ownership rights in Keno Contractor shall void this agreement automatically, unless the transfer is first approved in writing by the Village.

3. **RENEWAL OF AGREEMENT OPTION.** The term of Keno Contractor's exclusive right to operate said lottery shall be five (5) years from the date of this agreement. At the option of Keno Contractor, and upon mutual agreement of the parties as to the terms and conditions of the extension, said term shall be extended for a minimum term of an additional five (5) years. The Village shall retain the right to review the operation at least yearly and it may promulgate necessary and appropriate rules and regulations for the operation consistent with those of the Nebraska Department of Revenue for gaming operations.

#### 4. **LOTTERY FACILITIES.**

a. The Keno Contractor agrees to operate a keno-type lottery from such location(s) as approved by the Village Board. The owner of the location will be referred to herein as the "Lottery Operator".

- b. The Keno Contractor may not change, or establish additional locations, without the prior approval of the Village Board, which approval shall not be unreasonably withheld.
- c. The parties recognize that the liquor and food operations will be conducted separately by Lottery Operator(s). In the event Lottery Operator(s) should discontinue liquor and/or food operations for any reason, then this agreement may, upon application by either party, be amended to provide a different location of play or such other changes as may be required to continue the operation of the keno lottery.
- d. The Keno Contractor shall require Lottery Operator(s) to maintain the premises in a clean and sanitary condition and in conformance with all applicable health and safety laws and regulations. Repeated failure to maintain the premises as required, may result in revocation of the premises as an approved location for the keno lottery.
- e. The Lottery Operator shall execute a Sales Outlet Operator Agreement with the Keno Contractor. In the event the Lottery Operator does not comply with the terms and conditions of its agreement with the Keno Contractor, the Keno Contractor shall have the right to terminate the Sales Outlet Operator Agreement and cease keno operations at said facility. Such termination of the Lottery Operator due to a breach of the Agreement shall not be deemed a default of this Agreement. In the event that the terminated facility is the only eligible facility in the Village, this Agreement shall be suspended until such time as another location becomes eligible, which amount of time will not be unreasonable under the circumstances, or the Lottery Operator's default has been cured and Keno Contractor is satisfied that the default will not occur again in the future. The absence of a location for a Lottery Operator, or location willing to become a Lottery Operator, shall not be deemed a breach of this Agreement and Keno Contractor shall not be required to obtain a license for the conducting of a keno game until an eligible Lottery Operator is secured.

5. **COMPLIANCE WITH LAW.** The Keno Contractor agrees to strictly comply with and conform to the requirements, provisions, and conditions of the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §9-601 et seq., together with any and all other federal, state, and local laws and administrative rules and regulations promulgated by the Nebraska Department of Revenue.

6. **LICENSING.**

- a. The Keno Contractor agrees to have the keno-type lottery game or games in operation promptly as licensing allows following notification of the Village's acceptance of the Keno Contractor's proposal. The Village Board may, in its discretion, grant an extension of the time to commence operation of the keno-type lottery game or games if the Keno Contractor demonstrates to the Village Board that it cannot meet the above stated timetable due to conditions of hardship. Prior to commencing operation, the Keno Contractor shall not permit any participation in the keno lottery in exchange for

any consideration without actual possession of the required lottery operator's license from the State of Nebraska.

- b. The Keno Contractor agrees to submit to the Nebraska Department of Revenue an application for a license as a lottery operator and all required documentation and information as soon as reasonably possible after final approval of this Agreement, and to promptly complete all acts necessary to obtain such operator's license. The Keno Contractor shall maintain a valid operator's license, as required by Neb. Rev. Stat. §9-630, at all times during the term of this Agreement.
- c. This Agreement shall be specifically conditional upon the Keno Contractor receiving all of the necessary licenses and approval from the Nebraska Department of Revenue and any other governmental agencies or authorities which are necessary in order to conduct a keno-lottery pursuant to the *Nebraska County and City Lottery Act*.

7. **LOTTERY TICKETS.** The Keno Contractor shall provide the expertise, equipment, services, supplies, employees, locations, and financing necessary to operate the keno-type lottery on behalf of the Village. Each outside ticket used in the keno lottery shall have the Village's name printed clearly thereon, and shall bear numbers, which numbers shall be in sequence. No such ticket shall be sold unless the name of the Village and number are printed thereon.

8. **DIVISION OF OPERATION PROCEEDS.**

a. **TICKET LOTTERY GAME OPERATION:** The gross amount of monthly proceeds shall be divided and turned over as follows after the winning tickets have been paid, to wit:

- (1) Payout is based on a seventy-four percent (74%) payout:
- (2) Two percent (2%) of the gross to the Nebraska State Tax Commissioner, paid by Keno Contractor to the Village for transmittal by the Village Treasurer.
- (3) Nine percent (9%) of the gross, paid by Keno Contractor to the Village for transmittal to the Village Treasurer.
- (4) The Keno Contractor's total receipt shall be limited to fourteen percent (14%) of the gross which shall include .25 percent (1/4%) for Federal Excise Tax.
- (5) The remaining monies (approximately one percent [1%]) will be retained in the Keno Prize Reserve Account to be accumulated and released as set forth herein.

b. It is understood by the Village that the Village's total share of ten percent (10%) (9% guaranteed plus 1% to the Keno Prize Reserve Account) set forth in this

paragraph is a target figure based on statistical odds over an infinite period of time. The Village further understands that the actual percentage paid for prizes will vary from month to month and that, on occasion, the amount of prize money paid to winners in a given month may result in the Keno Contractor not receiving the entire fourteen percent (14%) of the gross proceeds, and the Keno Contractor not having sufficient net proceeds to pay the Village the two percent (2%) to cover state tax, and to pay the nine percent (9%) for the Village share, a "Keno Prize Reserve Account" will be established to handle this situation.

c. Keno Prize Reserve Account - For each monthly reporting period seventy-four percent (74%) of the gross proceeds of the Keno/lottery operation shall be dedicated to payment of prizes, subject to the following:

(1) Where the total percentage of monies paid to winners is less than seventy-four percent (74%) of the gross proceeds, the proceeds representing the difference between seventy-four percent (74%) and the actual percent paid to winners and uncollected winnings shall be retained in the bank account established pursuant to this of the Agreement, which account will be referred to hereinafter as the "Keno Prize Reserve Account." The sum so retained shall be referred to as the "Prize Differential Surplus."

(2) Keno Proceeds Account - Where the total percentage of monies paid to winners is greater than seventy-four percent (74%) of the gross proceeds, the Keno Contractor shall be permitted to utilize any Prize Differential Surplus accumulated from prior months paid which shall be applied in the following order:

(a) Winners and State Tax

(b) Nine percent (9%) to the Village for its share

(c) Keno Contractor - For Current Month's payment (Fourteen percent [14%])

(d) Keno Contractor - For unpaid Keno Contractor's payments due to the payment of prizes in a previous month(s). Said money shall be paid to Keno Contractor in subsequent months until the difference is fully satisfied, without interest.

(e) Keno Prize Reserve Account - all of the remaining proceeds.

(3) On each anniversary date of this Agreement, the Village shall receive all but Ten Thousand Dollars (\$10,000.00) of the funds retained as Prize Differential Surplus, based on the amount allocated in the Keno Prize Reserve Account to the Prize Differential Surplus upon completion of the accounting for the prior calendar month. No monies will be paid to Village in the event

the Keno Prize Reserve Account contains less than Ten Thousand Dollars (\$10,000.00).

(4) Any monies remaining in the Keno Prize Reserve Account at the completion of the Agreement, after payment of any outstanding loans made by the Keno Contractor, shall become the property of the Village.

(5) In no event shall the Keno Contractor pay to the Village with respect to any calendar month, or portion thereof, an amount less than eleven percent (11%) of the gross proceeds which shall be used to pay the state tax pursuant to Neb. Rev. Stat. §9-648 for said period or such other amount as the Village is required to pay to others, and to be applied to the Village's share of the proceeds.

(6) Transfers From Keno Prize Reserve - It is anticipated that Keno Contractor may, from time to time, be required to transfer monies to the Keno Prize Reserve Account for the purpose of maintaining the necessary cash flow to pay the Village its nine percent (9%) guaranteed minimum and to pay winners. The Keno Contractor shall be reimbursed from subsequent month surpluses payable to the Keno Prize Reserve Account for any transfers which are needed to pay the Village all or any part of its nine percent (9%) guaranteed minimum, also, to pay player prizes, and complete the percentage to be paid to Keno Contractor under the terms of this Agreement.

(7) In the event there are any monies owed to the Keno Contractor at the end of the fiscal year for the filing of reports to the Nebraska Department of Revenue, the Village agrees that the monies owed to Keno Contractor at the end of such reporting period shall be deemed to have been earned and shall become a payable of the Village to the extent that monies are available to be paid from the Keno Prize Reserve Account and such payments in the subsequent reporting year(s) to Keno Contractor will be reported as payments attributable to the reporting year when the reported deficit occurred.

d. It is further agreed that the Village shall not be held liable for any expenses of said operation; and the Village's losses, if any, shall be limited to its share of the total gross receipts.

e. From its share of the total gross receipts, the Keno Contractor shall be responsible for any and all necessary expenses of operations and it shall pay the same on a timely basis, holding the Village completely harmless for said payments. Keno Contractor's expenses include, but are not limited to, all those necessary for daily operation of the keno-style lottery.

f. The payment of proceeds to the Village shall be made no later than fifteen (15) days following the last day of the keno lottery operations for each month and shall be accompanied by the monthly financial report as provided for in Paragraph 9 of this

Agreement. Interest shall accrue on all payments due the Village, at the judgment interest rate established by state law, from the first day of each month such payment is due until paid. The date of mailing of said remittance shall be deemed the date of payment thereof.

**9. RECORD KEEPING AND AUDITING.**

- a. The Keno Contractor agrees to maintain or cause to be maintained complete books and records of all operations associated with the operation of the keno lottery, including, but not limited to, all costs and proceeds associated with the keno lottery and concession sales. All books and records must be sufficient to comply with the provisions of the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §9-601 et seq., and the rules and regulations promulgated thereunder. The Keno Contractor shall submit to the Village monthly financial reports for said operation no later than fifteen (15) days following the last day of each month's operation. Such monthly reports shall contain all information, necessary to complete any report required by law, rules, regulations, including information related to proceeds, expenses, taxes, fees, maintenance, and commissions for the month reported. The Village may, at its option, request that any report be submitted weekly.
- b. The Village shall have the right, without notice, to review and examine all books and records of the Keno Contractor relating to the keno lottery operations, sales of concessions, and other legitimate business operations conducted at the keno lottery locations. If one is required by the Nebraska Department of Revenue's regulations, any annual outside audit of the Keno Contractor's books and records which is conducted pursuant to such rules and regulations shall be paid by the Village. The Village shall have the right to conduct or cause to be conducted an audit of the Keno Contractor's books and records at any time. If the Village elects to conduct an audit, it shall bear any cost incurred by it.
- c. At the Village's request, the Keno Contractor agrees to provide to the Village, and keep current, financial statements of the Keno Contractor, each officer or director of the Keno Contractor, each partner of the Keno Contractor, and all shareholders of the Keno Contractor owning greater than five percent (5%) of the outstanding equity of the Keno Contractor. The financial statements of the Keno Contractor shall be prepared by an independent certified public accountant. The Keno Contractor shall prohibit the transfer of its shares or equity interest to anyone not disclosed to the Village at the time of submission of its proposal without prior approval of the Village.
- d. The Keno Contractor agrees to notify the Village within thirty (30) days of the commencement of any litigations, whether civil or criminal, involving the Keno Contractor, any officer, director, or partner of the Keno Contractor, any shareholder of the Keno Contractor, or any keno manager. In addition, the Keno Contractor agrees to notify the Village of any violation of the applicable laws, rules and regulations governing keno lottery operations committed by an employee of the Keno Contractor

within twenty-four (24) hours of the time the Keno Contractor knows or should have known of the violation.

- e. The Keno Contractor shall be responsible for all federal, state, and local taxes, licensing, and reporting requirements for itself, the Village, and lottery winners as provided or permitted by law; except that the Village shall be responsible for payment of the two percent (2%) lottery tax imposed upon it pursuant to Neb. Rev. Stat. §9-648, but the Keno Contractor shall prepare any report therefor. The Keno Contractor shall register with the Internal Revenue Service pursuant to §4412 of the IRS Code, and pay the required occupation tax, unless the keno lottery operation conducted by the contractor is not subject to the federal excise tax on wagering imposed under §4401 et seq. of the Internal Revenue Code of 1954. The Keno Contractor shall submit to the Village a copy of all reports of any kind filed with the Nebraska Department of Revenue or the Internal Revenue Service within ten (10) days of such filing.
- f. All gross proceeds of the keno lottery, except that portion paid out in cash prizes of One Thousand Dollars (\$1,000.00) or less, shall be deposited in a separate bank account maintained at a bank of the Village's choosing. All expenses and prizes, except cash prize payouts of One Thousand Dollars (\$1,000.00) or less, shall be paid by check drawn on said bank account.
- g. Any change or adjustment of the tax percentage due by the State or Federal government shall require the Keno Contractor and the Village to recalculate the percentages paid to the parties out of the remaining gross proceeds after winning tickets. Recalculations shall take effect as of the date the modified tax requirements are imposed.
- h. In the event this Agreement is terminated or forfeited prior to the expiration of its term, the Keno Contractor shall immediately submit to the Village a financial report prepared as would otherwise be required showing all required information for the time which has elapsed since the period for which the payment was made. Payment for said period shall be due to the Village with fifteen (15) days following the termination.

10. **VILLAGE RULES AND REGULATIONS.** Keno Contractor agrees to comply with all Village rules and regulations, that are in addition to State requirements, imposed. Said rules and regulations shall be available to Keno Contractor in printed form.

11. **OWNERSHIP OF SYSTEM.** The Village acknowledges Keno Contractor's proprietary rights in and to the complete system's specifications as set out herein. Full right, title and interest to all aspects and components of the lottery system installed pursuant to this agreement including its business practices and trade secrets will remain in Keno Contractor, and Keno Contractor will be entitled to reclaim the same after termination of the Agreement.

12. **NON-DISCLOSURE OF KENO CONTRACTOR'S METHODS.** The Village agrees that it will not disclose to any other person or entity any information concerning the production,

computer programming, security methods, or any other method of process purchased or developed by the Keno Contractor to establish or operate the keno-style lottery operation pursuant to this Agreement.

13. **COMPLIANCE WITH LAWS.** The Keno Contractor agrees to maintain a state operator's license at its expense, and to cause said keno-style lottery operation to conform to the laws of the State of Nebraska, the ordinances of the Village, and any all applicable federal statutes. In the event any law, rule or regulation or ordinance, not in effect at the date of this agreement shall change and adversely affect operations of the keno-style lottery, the Keno Contractor shall have a reasonable time to revise said keno-style lottery to conform to said changes. In the event any law is passed or a rule, regulation, or ordinance is adopted to cause said operation to become economically impossible, the Keno Contractor shall have the right to cancel this agreement without cost or penalty.

The Keno Contractor shall be responsible for the operation of the keno lottery at each location in strict compliance with this agreement and all laws, rules and regulations governing keno lottery operations. The Keno Contractor shall notify the Village of any violation occurring at a satellite locations, and shall take all necessary action to correct any violation occurring at the satellite location within twenty-four (24) hours of the time the Keno Contractor knows or should have known of the violation, including termination of all keno lottery operations at the satellite location if necessary.

14. **HOURS OF OPERATION.** The Keno Contractor may operate the lottery only during the hours established by the Village for the purchase of on-sale alcoholic beverages.

15. **APPROVAL OF EQUIPMENT AND SECURITY.**

- a. Prior to commencing operation, the Keno Contractor shall, if requested, submit for inspection, testing, and approval all lottery equipment proposed to be used in the keno lottery operation. Said inspections and/or tests shall be conducted by the Village or its designate(s), including but not limited to, the Nebraska Department of Revenue, Federal Bureau of Investigation (FBI), other governmental or law enforcement agencies, or independent testing or auditing firms. Any such inspection may be in addition to any required by state law. Inspections or tests may also be conducted at any time during the course of this Agreement by the Village or its designate(s) without prior notice. The Village retains the right to reject any lottery equipment not meeting its approval. In the event of rejection, the Keno Contractor shall immediately discontinue use of such lottery equipment and provide sufficient lottery equipment to perform its duties under this Agreement.
- b. The Keno Contractor shall be required to install and maintain security devices and measures to ensure the integrity, honest, and fairness of the keno lottery operation. Such security system is subject to the approval of the Village, which approval shall not be unreasonably withheld. The security system is subject to inspection and testing at any time without prior notice in the same manner described in 16(a).
- c. One (1) copy of the detailed plans, drawings, and specifications of the security system, outlining in specific detail the system and devices to be used shall be kept on file, in a

secured place, in the office of the Keno Administrator (or other Village official). The same shall be available only to individuals authorized by the Keno Administrator, with the concurrence of the Keno Contractor, to have access to the same for the purpose of ensuring compliance with this Agreement, and in particular Paragraph 16(b) above. Any such material shall not be construed to be a public record. The Keno Contractor shall keep this information continually current.

16. **NOTICE OF INTERRUPTION.** In the event that the Keno Contractor shuts down or intends to shut down the whole keno-style lottery operation for longer than seventy-two (72) continuous hours, other than for legal holidays, Keno Contractor shall notify the Village of the interruption as soon as possible, and advise the Village of the anticipated length of interruption.

17. **OTHER GAMING.** In the event that the State of Nebraska expands the nature and type of gaming which can be authorized by Village government, the Village agrees that Keno Contractor shall be given the right to conduct such gaming on behalf of Village upon mutually agreeable terms and conditions, said terms being based on the then usual and customary terms being offered to Operators by Village and County governments.

18. **DEFAULT.**

- a. The Keno Contractor shall be deemed in default of this Agreement upon happening of any of the following events:
  - (1) Insolvency of the Keno Contractor;
  - (2) The filing of a petition of bankruptcy for the protection, under chapters 7, 11, or 13 of the Bankruptcy Code, of the Keno Contractor, any officer, director, or partner of the Keno Contractor, or any shareholder of the Keno Contractor owning greater than five percent (5%) of the outstanding equity of the Keno Contractor;
  - (3) The conviction of the Keno Contractor, any officer, director, partner, or employee of the Keno Contractor, or any shareholder of the Keno Contractor of a felony relating to the honesty or trustworthiness of the Keno Contractor in performance of this Agreement or in the performance of any other gaming operation. Convictions of other crimes involving moral turpitude or of such a nature as, in the opinion of the Village, may in any way adversely reflect upon the keno lottery operation or the Village, or in any way give the appearance of impropriety, shall give the Village, by and through the Village Board, the right to request the removal of any such person. Failure to honor such request will constitute breach of this Agreement;
  - (4) The failure to comply with any federal, state, or local law, or rules and regulations;

- (5) Except as set forth in paragraph 4(e) herein, the failure to commence operation as required by this Agreement or the interruption or cessation of operations at any keno lottery location for:
  - (a) A continuous period of more than three (3) days without written approval from the Village; or
  - (b) Fifteen (15) days of interruption accumulated during any six (6) month period without approval of the Village;
- (6) The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by the Keno Contractor under this Agreement, the Specifications for Lottery, or the Keno Contractor's proposal;
- (7) Any attempt to evade any material provision of the Agreement, or the practice of any fraud or deceit upon the Village or patrons of the keno lottery operation;
- (8) The failure to cooperate with any certified public accountant performing audit functions provided for by this Agreement, the Village Board, officials of the Department of Revenue, or any other public authority empowered to monitor or enforce this Agreement; or
- (9) Any breach of this Agreement, all terms of which are stipulated as being material.

19. **PERFORMANCE BOND.** The Keno Contractor shall provide a performance and payment bond in the form of a corporate surety acceptable to the Village in the penal sum of Twenty-five Thousand Dollars (\$25,000.00); such bond to guarantee the Keno Contractor's full and complete performance of this Agreement, including payment to the Village of all sums due hereunder and payment of all prize claims. Such bond shall provide that any termination or cancellation during the term of the Lottery Operator Agreement shall not be effective unless and until a replacement bond in form and surety satisfactory to the Village has been filed with the Village. Failure of the Keno Contractor to continuously maintain such bond during the term of this Agreement shall be deemed a material breach thereof.

In lieu of said bond, the Keno Contractor may file with the Village an irrevocable letter of credit issued by a local bank or other financial institution in the amount of Twenty-five Thousand Dollars (\$25,000.00). The form of the letter of credit and institution upon which it is drawn must be approved by the Village.

20. **LIABILITY AND INDEMNIFICATION.**

- a. The Keno Contractor shall bear sole responsibility and shall hold harmless and indemnify the Village from all claims, including all sums reasonably expended for attorney's fees in the defenses of any claims or loss arising from the operation of or

failure to operate the keno lottery. Such claims shall include, but not be limited to, claims regarding the ownership, selection, possession, use, leasing, renting, operation, control, maintenance, delivery, and installation of equipment provided by the Keno Contractor. The Keno Contractor further agrees to hold harmless and indemnify the Village for any and all loss, damage, injury and claims arising and/or resulting from the conduct of keno lottery, including, but not limited to, bodily injury to third parties or damage to property, financial loss by reason of entitlement to or settlement of prizes exceeding net proceeds, failure by the Keno Contractor or its employees and agents to comply with the terms of this Agreement, and all injury or damage that may result from any operations or services rendered under the terms and conditions of this Agreement whether or not resulting from a negligent act or omission of the Keno Contractor.

- b. The Keno Contractor shall bear full responsibility and liability for any and all prizes in the operation of the keno lottery and shall be solely responsible for honoring and paying all prize claims. The Keno Contractor shall pay all prizes in the manner and at the time required by this Agreement or applicable law, rule, or regulation. As specific and primary security for the Keno Contractor's performance of this obligation:
- (1) Prior to commencing operation, the Operator shall comply with Paragraph 20 herein. In the event the Operator offers a progressive keno game with a prize exceeding the maximum possible prize in a regular game, the Operator must maintain the cash reserve or alternative security in an amount not less than the sum of the maximum prize possible to be won in the regular game plus the amount available to be won in the progressive game.
  - (2) The Village, by and through the Village Board, shall have the right to withdraw amounts from the reserve or security in the event the Keno Contractor fails for any reason to pay legitimate claims or prizes.
  - (3) The Keno Contractor shall maintain and replenish the cash reserve or security as necessary to maintain the required reserve. After any drawing upon the reserve security, the Keno Contractor shall replenish the reserve to the required amount before conducting any keno lottery game.
  - (4) The Village shall bear no responsibility or liability whatsoever for any prize claims and the cash reserve or security is to be maintained solely for the purpose of ensuring a fair and honest keno lottery and to assure the financial responsibility of the Keno Contractor.
  - (5) Such reserve shall be invested and maintained by the Village subject to the Village's withdrawal in a separate FDIC insured bank account which shall be interest bearing, the interest of which shall be credited to the reserve balance. The Village alone shall have authority to withdraw funds from such account and shall pay interest earned to the Keno Contractor on a quarterly basis as long as the proper reserve balance is maintained.

- (6) The cash reserve for security shall be returned to the Keno Contractor after all prizes and claims have been paid and settled at the termination of this Agreement.

21. **TERMINATION.**

- a. The Village may terminate this Agreement upon thirty (30) days notice to the Keno Contractor at any time the Keno Contractor breaches any of the terms of this Agreement all of which are stipulated as being material, or is otherwise in default of the Agreement and shall have failed to cure such breach or default within the thirty (30) day period after notice is given of such default or breach from the Village.
- b. This Agreement may also be terminated by the Village upon thirty (30) days notice to the Keno Contractor if the keno-type lottery has been discontinued by an election under Neb. Rev. Stat. §9-626 or §9-627.
- c. This Agreement may also be terminated by the Village forthwith in the event the Keno Contractor fails to comply with the provisions set forth in Paragraphs 5 and 6 hereof, and the event Keno Contractor shall, for any reason, or any period of time, fail to maintain its necessary licenses and permits.

22. **REMEDIES.** In the event of any breach of this Agreement, and in addition to all remedies available under this Agreement, or at law or in equity, the Village shall be entitled to affirmative or negative injunctive relief.

23. **WAIVER.** Failure of the Village upon any one (1) or more occasions to insist upon or seek compliance with any condition or provision of this Agreement shall not be deemed to be a waiver of compliance with any similar or dissimilar provisions or conditions.

24. **SEVERABILITY.** Any invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Agreement affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect; provided however, if in the sole opinion of the Village, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect the Village's right hereunder, the Village may terminate this Agreement.

25. **CONSTRUCTION.** This Agreement incorporates and integrates all terms and conditions of all documents and law mentioned herein or incidental hereto and constitutes the entire Agreement between the parties hereto superseding any prior Agreement or understanding whether oral or written, express or implied. This Agreement may not be discharged or modified except as provided herein or permitted by law. Any and all such amendments or modifications to this Agreement shall be binding upon amendments or modifications to this Agreement shall be binding upon the Keno Contractor's

surety without notice the surety. All bid specifications soliciting bids for this Agreement are incorporated herein by this reference.

26. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Agreement shall be commenced in a court of the State of Nebraska.

27. **ADVERTISING AND PROMOTION.**

- a. The Keno Contractor shall be responsible for all advertising and promotion of all keno lottery operations. In the event that federal or state law precludes the Keno Contractor from engaging in any type of desired advertising, such advertising may be proposed and placed by the Keno Contractor and purchased by the Village, if permitted by law, subject to prompt and complete reimbursement by the Keno Contractor.
- b. The Village, by and through the Village Board, reserve the right to reject any advertising or other promotional activity for the keno lottery operation for any reason and require its discontinuance.

28. **FORCE MAJEURE.** If the Keno Contractor's ability to perform under this Agreement is, in the opinion of the Village Board, substantially impaired by reason of any cause which is unforeseeable and beyond the Keno Contractor's control, including, but not limited to, fire, casualty, catastrophe, unavoidable accident, riot, war, strike, or act of God, the Keno Contractor shall have the right to terminate this Agreement; provided, however, that upon that termination, the Village shall have the right to retain any cash reserve and/or performance bond for a period not to exceed six (6) months to insure that all outstanding valid claims against the Keno Contractor are honored or paid in whole. Alternatively, the Keno Contractor may, in lieu of terminating this Agreement, seek the Village's approval of a proposed plan to remedy the impairment within a specified time, which plan may include modifications to the terms of this Agreement. Any modifications must be mutually agreed upon and expressed in writing. The Keno Contractor shall give the Village written notice of an intent to invoke the provisions of this paragraph within forty-eight (48) hours of the event impairing the Keno Contractor's ability to perform.

29. **NOTICES.** Any notice required to be sent hereunder, shall be deemed given upon its deposit in the United States mail, postage prepaid, and addressed as follows:

A. Eagle Village Clerk  
747 S. 2<sup>nd</sup> St  
Eagle, NE 68347

B. SCOTT ZEILINGER  
DAILY DOUBLE KENO OUTLETS INC.  
6920 SW 29<sup>th</sup> Cir.  
Lincoln, NE 68523

30. **INTEGRATED AGREEMENT.** The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and terms hereof shall not be modified, except in writing, and upon agreement of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this date and year first written.

**VILLAGE OF EAGLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

DAILY DOUBLE KENO OUTLETS INC,  
a Nebraska Corporation

By: \_\_\_\_\_  
Scott Zeilinger, President

Curtis,

Here is the pricing for the weed and feed (260-1601) we spoke about. \$49.99 per bag and 40 bags come on a pallet so you are looking at roughly \$2,000 before taxes.

Thanks,

ALEC GOODWIN  
HARDWARE MANAGER 2ND ASST  
LINCOLN SOUTH  
8900 ANDERMATT DR  
LINCOLN, NE 68526-9655  
[LINSHardware@menards.com](mailto:LINSHardware@menards.com)



## VILLAGE OF EAGLE

April 7, 2026

The Village Board of Trustees met in regular session at 7:00 p.m. on April 7, 2026 with Hochstein, Todd, Meier and Surman present. Dobbins was absent. 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 Hochstein 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.

Public Comment – Jennifer Caylor (425 Douglas Dr.) expressed concern with vehicles parking too closely to the crosswalk at the northwest corner of 4<sup>th</sup> & F Street, which is creating visibility issues for pedestrians and motorists. John Surman said the next public open house on the proposed sales tax increase will be held on April 23, 2026 beginning at 7:00 p.m. Dan Meier reminded the public that there are no public dumpsters for trash at the recycling center.

Motion by Surman, second by Meier, to approve the resignation of Austyn Beck from Eagle Fire & Rescue. Voting: Ayes – 4. Motion carried.

Motion by Todd, second by Meier, to approve the purchase of a Lifepak 35 monitor/defibrillator from Stryker in the amount of \$50,879.14. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve Crazy Cracker's 2026 Fireworks Permit Application at 510 Highway 34. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to approve Alvo/Eagle Recreation's 2026 Fireworks Permit Application at Eagle Memorial Field located at 1<sup>st</sup> & Highway 34. Voting: Ayes – 4. Motion carried.

Motion by Todd, second by Meier, to approve a Special Designated License (SDL) Application for McIntosh Ventures located at 540 S. 4<sup>th</sup> Street on June 27, 2026 from 9:00 a.m. to 2:00 a.m. the following day. Voting: Ayes – 4. Motion carried.

Motion by Todd, second by Meier, to approve a fireworks display at Eagle Municipal Park on June 27, 2026 in the amount of \$5,000.00. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to approve the purchase of a Hydrant Buddy with gate valve key from Core & Main in the amount of \$5,318.08. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve the purchase of two boxes of water meter radio transceivers from Core & Main in the amount of \$5,643.00 per box. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Todd, to approve three-year Verkada security system license renewals with Kidwell in the amount of \$13,450.00. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to introduce Resolution 2026-06. Voting: Ayes – 4. Motion carried.

Village Clerk Nystrom read Resolution 2026-06 entitled:

### **RESOLUTION NO. 2026-06**

**WHEREAS**, the Municipal Code of the Village of Eagle, Nebraska, and in particular Ordinance §3-223, provides the following:

The sum of \$4.00 shall be charged for each 1000 gallons of water used based upon the average amount of water metered for the premises, occupied by the current occupant or tenant, per month during the preceding winter quarter (January, February, and March). If there is no established usage for the previous January, February and March period for the premises occupied by the current occupant or tenant, **then a flat monthly rate set by resolution by the Governing Body, annually, shall be charged, until a January, February and March water usage average can be established.**

Motion by Surman, second by Meier, to adopt Resolution 2026-06. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to introduce Resolution 2026-07. Voting: Ayes – 4. Motion carried.

Village Clerk Nystrom read Resolution 2026-07 entitled:

### **RESOLUTION NO. 2026-07**

**WHEREAS**, the Governing Body of the Village of Eagle, Nebraska, has enacted a Municipal Code, and,

**WHEREAS**, Municipal Code §5-603 provides that the Board of Trustees may set aside any street, alley, public way, or portion thereof where the parking of a particular kind or class of vehicle shall be prohibited, or where the parking of any vehicle shall be prohibited, by resolution, and,

WHEREAS, the Village Board of Trustees of the Village of Eagle, Nebraska, as the Village of Eagle's Governing Body, does desire to adopt this resolution providing for no parking permitted by any vehicle in the following locations which are located within the corporate limits of the Village of Eagle, Nebraska, to wit:

Commencing at the intersection of 5<sup>th</sup> Street and D Street, then continuing West on the North side of D Street to the terminus of D Street; and,

Commencing approximately 149' west of the intersection of 5<sup>th</sup> and D Street, on the South Side of D Street to the terminus of D Street; and,

Commencing at the intersection of 6<sup>th</sup> Street and E Street, then continuing North on the West side of 6<sup>th</sup> Street to the terminus of 6<sup>th</sup> Street; and,

Motion by Surman, second by Meier, to adopt Resolution 2026-07. Voting: Ayes – Meier, Surman, Todd. Nays – Todd. Motion carried.

Motion by Meier, second by Surman, to approve construction plans and Opinion of Probably Cost in the amount of \$158,300.00 submitted by Snyder & Associates for the 2026 Mill & Overlay Improvements Project on Eagle Drive. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Meier, to award the 2026 Mill & Overlay Improvements contract to Cather & Sons Construction in the amount of \$127,872.50. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve Curtis Klabenes attending a wastewater continuing education course in Auburn on April 22, 2026. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve minutes as typed for the previous meeting. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to approve claims as presented. Voting: Ayes – 4. Motion carried.

Approved Claims: Wages 14,564.11, Board Wages 1,000.00, ABC Termite & Pest Control 119.00, Amazon Marketplace 749.05, American Exchange Bank 750.00, Black Hills Energy 619.04, BOK Financial 346.25, Bound Tree Medical 2,481.00, Boxhub 2,530.00, Bromm Lindahl Freeman-Caddy & Lausterer 1,406.00, Capital Business Systems 246.23, Casey's 429.32, Cass Co Refuse 328.56, Cass Co Sheriff's Dept 3,145.21, CHI Health 1,288.00, Constellation Energy 407.16, Cornerstone Surveying 2,367.50, CoWol Construction 100.00, Custom Signs 34.97, Dollar General 43.35, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 4,049.26,

Frontier Cooperative 450.00, Google LLC 200.51, Hestermann, Rick 8,369.30, Intuit Quickbooks 1,609.00, Jerry's Transmission Svc 246.57, John Deere Financial 254.09, John Hancock Investments 418.73, Maguire 4,082.81, Mary's Tax Svc 140.00, Matheson Tri-Gas 267.88, Medica 6,520.64, Menards-South 1,884.65, Midwest Labs 253.40, NE Dept of Rev 1,663.75, NE Public Health Env Lab 307.00, NeWorks 68.91, Norland Pure 26.18, Nystrom, Taira 540.00, One Billing Solutions 567.70, One Call Concepts 15.50, OPPD 5,735.57, Paper Tiger Shredding 75.00, Quik Dump Refuse 3,136.69, SCS Engineers 3,955.00, Sholtz, Kayla 202.81, Snyder & Associates 7,278.00, Summit Fire Protection 1,148.00, UNUM 704.60, US Postmaster 305.00, Verizon Wireless 726.49, Voice News 638.68, Windstream 708.64. Total of bills: **\$90,997.11**.

Approved Park Claims: Aqua-Chem 176.67, Black Hills Energy 53.61, Hestermann, Rick 340.20, OPPD 110.56, Windstream 37.95. Total of bills: **\$718.99**.

The meeting was adjourned at 8:32 p.m.

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Nick Nystrom  
Village Clerk

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Marcus Hochstein  
Chairperson

## VILLAGE OF EAGLE

April 7, 2026

The Village Board of Trustees met in regular session at 7:00 p.m. on April 7, 2026 with Hochstein, Todd, Meier and Surman present. Dobbins was absent. 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 Hochstein 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 Hornig was present on behalf of the Cass County Sheriff's Department. Hochstein discussed a recent instance of a juvenile attempting to gain access to a garage along 5<sup>th</sup> Street. Surman asked if the individual violating the open burning ban was issued a citation or warning. Hornig said a citation was issued. Hornig discussed an uptick in speeding and reckless driving around Cass County, particularly in residential areas. Meier encouraged law enforcement to be on the lookout for parking violations and unlicensed off-road vehicles.

Report from Building & Zoning Administrator – Hestermann reported 5 new building permits, 2 certificates of occupancy and 8 inspections during the month of March. There are 11 total open permits to date.

Public Comment – Jennifer Caylor (425 Douglas Dr.) expressed concern with vehicles parking too closely to the crosswalk at the northwest corner of 4<sup>th</sup> & F Street, which is creating visibility issues for pedestrians and motorists. John Surman said the next public open house on the proposed sales tax increase will be held on April 23, 2026 beginning at 7:00 p.m. Dan Meier reminded the public that there are no public dumpsters for trash at the recycling center.

Discuss/possible action: Updates on the new Fire & Rescue Facility – Scott Lonergan (Asst. Fire Chief) reported that the contractors have begun tying rebar for footings for the new facility.

Motion by Surman, second by Meier, to approve the resignation of Austyn Beck from Eagle Fire & Rescue. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve purchase of Lifepak 35 monitor/defibrillator from Stryker in the amount of \$50,879.14 – Makinsey Lonergan (Rescue Captain) gave a brief summary of what the Lifepak 35 does and how it is used at the department. Surman said the quote for the new Lifepak 35 device includes a trade-in of one of the current Lifepak 15 devices in the amount of \$8,000.

Motion by Todd, second by Meier, to approve the purchase of a Lifepak 35 monitor/defibrillator from Stryker in the amount of \$50,879.14. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Consider screening options for property adjacent to the Eagle Municipal Facility located at 149 F Street per resident request – Norma White (149 F St.) was present and asked if some type of screening can be used to shield her property from construction related to the new fire station and traffic utilizing the recycling containers which have temporarily been relocated nearby. She is noticing an increase in her neighbor's dogs barking and trash blowing into her yard. White said she spoke to Darland Construction today about installing some type of netting along the shared fence to help with privacy. The Village Board generally agreed to allow Darland Construction to install netting along the shared fence line as a first option. If further action is required, this item will be discussed again at the April 20, 2026 meeting.

Discuss/possible action: Parking concerns along 4<sup>th</sup> Street adjacent to 640 S. 4<sup>th</sup> Street – Hochstein said ever since the handicapped parking stall was created adjacent to Eagle Family Dentistry, the property owner at 640 S. 4<sup>th</sup> Street has had issues with vehicles squeezing into the space to the north of his driveway and blocking his access. Surman said the parking space would fit a compact car or motorcycle, but not a pickup truck. Hochstein recommended painting 2'-3' of each end of the curb red to indicate no parking and hopefully deter larger vehicles from parking there. The Village Board generally agreed and directed the Street Board to make the necessary arrangements with the public works department.

Motion by Surman, second by Meier, to approve Crazy Cracker's 2026 Fireworks Permit Application at 510 Highway 34. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to approve Alvo/Eagle Recreation's 2026 Fireworks Permit Application at Eagle Memorial Field located at 1<sup>st</sup> & Highway 34. Voting: Ayes – 4. Motion carried.

Motion by Todd, second by Meier, to approve a Special Designated License (SDL) Application for McIntosh Ventures located at 540 S. 4<sup>th</sup> Street on June 27, 2026 from 9:00 a.m. to 2:00 a.m. the following day. Voting: Ayes – 4. Motion carried.

Motion by Todd, second by Meier, to approve a fireworks display at Eagle Municipal Park on June 27, 2026 in the amount of \$5,000.00. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to approve the purchase of a Hydrant Buddy with gate valve key from Core & Main in the amount of \$5,318.08. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve the purchase of two boxes of water meter radio transceivers from Core & Main in the amount of \$5,643.00 per box. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Todd, to approve three-year Verkada security system license renewals with Kidwell in the amount of \$13,450.00. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to introduce Resolution 2026-06. Voting: Ayes – 4. Motion carried.

Village Clerk Nystrom read Resolution 2026-06 entitled:

### **RESOLUTION NO. 2026-06**

**WHEREAS**, the Municipal Code of the Village of Eagle, Nebraska, and in particular Ordinance §3-223, provides the following:

The sum of \$4.00 shall be charged for each 1000 gallons of water used based upon the average amount of water metered for the premises, occupied by the current occupant or tenant, per month during the preceding winter quarter (January, February, and March). If there is no established usage for the previous January, February and March period for the premises occupied by the current occupant or tenant, **then a flat monthly rate set by resolution by the Governing Body, annually, shall be charged, until a January, February and March water usage average can be established.**

**WHEREAS**, the Chair and Board of Trustees of the Village of Eagle, Nebraska deem it in the best interests of the citizens of the Village of Eagle, Nebraska, that said flat monthly rate be established for the period this Resolution is passed, until the anniversary of passage,

**NOW, THEREFORE**, be it resolved by the Chair and Board of Trustees of the Village of Eagle, Nebraska, as follows:

- 1 That the findings here and above made should be and are hereby made a part of this Resolution as fully as if set out at length herein.
- 2 That the flat monthly rate required by the Ordinance set forth above shall be the amount of \$20.00 per month.
- 3 That the effective date of this rate shall be May 1, 2026 and shall expire on April 30, 2027.

Motion by Surman, second by Meier, to adopt Resolution 2026-06. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to introduce Resolution 2026-07. Voting: Ayes – 4. Motion carried.

Village Clerk Nystrom read Resolution 2026-07 entitled:

**RESOLUTION NO. 2026-07**

WHEREAS, the Governing Body of the Village of Eagle, Nebraska, has enacted a Municipal Code, and,

WHEREAS, Municipal Code §5-603 provides that the Board of Trustees may set aside any street, alley, public way, or portion thereof where the parking of a particular kind or class of vehicle shall be prohibited, or where the parking of any vehicle shall be prohibited, by resolution, and,

WHEREAS, the Village Board of Trustees of the Village of Eagle, Nebraska, as the Village of Eagle's Governing Body, does desire to adopt this resolution providing for no parking permitted by any vehicle in the following locations which are located within the corporate limits of the Village of Eagle, Nebraska, to wit:

Commencing at the intersection of 5<sup>th</sup> Street and D Street, then continuing West on the North side of D Street to the terminus of D Street; and,

Commencing approximately 149' west of the intersection of 5<sup>th</sup> and D Street, on the South Side of D Street to the terminus of D Street; and,

Commencing at the intersection of 6<sup>th</sup> Street and E Street, then continuing North on the West side of 6<sup>th</sup> Street to the terminus of 6<sup>th</sup> Street; and,

NOW, THEREFORE, BE IT RESOLVED, by the Village 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 traffic control devices, to wit: "No Parking" signs, be erected on the North and South sides of D Street and on the West side of 6<sup>th</sup> Street, so that parking areas described above are adequately marked.

Section 3. That upon the approval of this Resolution, the aforementioned traffic control devices shall be erected and this Resolution shall remain in full force and effect until further action by the Governing Body.

Discussion: Nystrom said the Street Board's primary concerns in this area are traffic congestion, vehicles parked in the right-of-way creating compromised roadway surfaces, and vehicles being left on the street beyond the 72-hour time limit. Hochstein said it may be necessary to allow parking in these areas during special events, such as the Easter Egg Hunt, but a waiver can be requested from the Village Board ahead of time. Todd issued concerns with taking parking away from people visiting the park. Hochstein said the areas that are being considered for no parking rarely see park traffic. Todd said she would recommend no parking only on the inside curve where 6<sup>th</sup> Street and D Street intersect. Surman said the problem is the vehicles just keep switching sides of the street once they are issued a parking violation notice, so the issue never gets resolved. Nystrom said letters were sent to all property owners directly abutting the proposed no parking areas and no comments were received by the office. Todd asked if vehicles still need to be issued a violation notice if no parking signs are present. Nystrom said no; the vehicles could be towed immediately if proper signage is present.

Motion by Surman, second by Meier, to adopt Resolution 2026-07. Voting: Ayes – Meier, Surman, Todd. Nays – Todd. Motion carried.

Motion by Meier, second by Surman, to approve construction plans and Opinion of Probably Cost in the amount of \$158,300.00 submitted by Snyder & Associates for the 2026 Mill & Overlay Improvements Project on Eagle Drive. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Meier, to award the 2026 Mill & Overlay Improvements contract to Cather & Sons Construction in the amount of \$127,872.50. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve Curtis Klabenes attending a wastewater continuing education course in Auburn on April 22, 2026. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve minutes as typed for the previous meeting. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Surman, to approve claims as presented. Voting: Ayes – 4. Motion carried.

Approved Claims: Wages 14,564.11, Board Wages 1,000.00, ABC Termite & Pest Control 119.00, Amazon Marketplace 749.05, American Exchange Bank 750.00, Black Hills Energy 619.04, BOK Financial 346.25, Bound Tree Medical 2,481.00, Boxhub 2,530.00, Bromm Lindahl Freeman-Caddy & Lausterer 1,406.00, Capital Business Systems 246.23, Casey's 429.32, Cass Co Refuse 328.56, Cass Co Sheriff's Dept 3,145.21, CHI Health 1,288.00, Constellation Energy 407.16, Cornerstone Surveying 2,367.50, CoWol Construction 100.00, Custom Signs 34.97, Dollar General 43.35, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 4,049.26,

Frontier Cooperative 450.00, Google LLC 200.51, Hestermann, Rick 8,369.30, Intuit Quickbooks 1,609.00, Jerry's Transmission Svc 246.57, John Deere Financial 254.09, John Hancock Investments 418.73, Maguire 4,082.81, Mary's Tax Svc 140.00, Matheson Tri-Gas 267.88, Medica 6,520.64, Menards-South 1,884.65, Midwest Labs 253.40, NE Dept of Rev 1,663.75, NE Public Health Env Lab 307.00, NeWorks 68.91, Norland Pure 26.18, Nystrom, Taira 540.00, One Billing Solutions 567.70, One Call Concepts 15.50, OPPD 5,735.57, Paper Tiger Shredding 75.00, Quik Dump Refuse 3,136.69, SCS Engineers 3,955.00, Sholtz, Kayla 202.81, Snyder & Associates 7,278.00, Summit Fire Protection 1,148.00, UNUM 704.60, US Postmaster 305.00, Verizon Wireless 726.49, Voice News 638.68, Windstream 708.64. Total of bills: **\$90,997.11**.

Approved Park Claims: Aqua-Chem 176.67, Black Hills Energy 53.61, Hestermann, Rick 340.20, OPPD 110.56, Windstream 37.95. Total of bills: **\$718.99**.

Report from Attorney – Freeman-Caddy said she is in the process of reviewing the new Keno agreement with Daily Double Keno and the Preliminary Plat submitted by McCune Development. Temporary construction easements still need to be discussed with property owners affected by the 4<sup>th</sup> Street and F Street Reconstruction Projects. Todd asked if anything can be done to gain MoPac Trail access at Eagle's Landing since it was something that was requested by the Planning Commission and Village Board. Freeman-Caddy said the Lower Platte South NRD decided to disallow it so there isn't much that can be done outside of asking them to reconsider. Nystrom said he was informed by Dobbins that if Eagle's Landing was within Eagle's corporate limits, they may allow access, but since it is an SID, they will not.

Report from Clerk/Treasurer – Nystrom said the pool employee orientation meeting is tomorrow night. The Planning Commission has two public hearings scheduled for April 22, 2026, which include zoning ordinance amendments and a preliminary plat for Eagle Point. The Village Board will hear these same matters at its May 5, 2026 meeting. Nystrom said the total monthly income ending March 31, 2026 was \$116,056.73.

The meeting was adjourned at 8:32 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 April 7, 2026 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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Marcus Hochstein  
Chairperson