

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
AUGUST 16, 2021
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

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

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

--PLEDGE OF ALLEGIANCE

1. Report from Fire & Rescue.
2. Open Forum.
3. Discuss/possible action: First reading of Ordinance 2021-11 – Permitting the use of All-Terrain, Utility-Type and Golf Car vehicles within the corporate limits of the Village of Eagle.
4. Discuss/possible action: Consideration of recycling proposals.
5. Discuss/possible action: Resolution 2021-07 – Signing of the 2021 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
6. Discuss/possible action: Approve Culvert Agreement between Nick and Shannon Gaebel and the Village of Eagle at 230 & 240 South 6th Street.
7. Report on Streets and Maintenance.
8. Report on Wells and Sewer.
9. Discuss/possible action: Consider Village Board member attendance at the League of Nebraska Municipalities 2021 Annual Conference on September 23rd & 24th in Lincoln.
10. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
11. Report from Committees and Boards.

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

ORDINANCE NO. 2021-11

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

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

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

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

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

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

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

2. That the Eagle Municipal Code Chapter 5, Article 5 be amended, by amending and adding the following sections, as follows:

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

- A. All-Terrain Vehicle (ATV) is defined pursuant to Neb. Rev. Stat. § 60-103 and means any motorized off-highway vehicle which: (a) is fifty inches (50") or less in width, (b) has a dry weight of twelve hundred (1,200) pounds or less, (c) travels on four (4) or more non-highway tires, and (d) is designed for operator use only with no passengers or is specially designed by the original manufacture for the operator and one (1) passenger. ATVs are declared to be motor vehicles subject to Nebraska Rules of the Road and traffic laws in addition to this Chapter.
- B. Utility-Type Vehicle (UTV) is defined pursuant to Neb. Rev. Stat. § 60-135.01 and means any motorized off-highway device which (a) is seventy-four inches (74") in width or less, (b) is not more than one hundred eighty inches (180"), including the bumper, in length, (c) has a dry weight of two thousand (2,000) pounds or less, and (d) travels on four (4) or more non-highway tires. UTV does not include ATVs, golf car vehicles, or low-speed vehicles as the same are defined by Nebraska law. UTVs are declared to be motor vehicles subject to Nebraska Rules of the Road and traffic laws in addition to this Chapter.
- C. All-terrain vehicles and utility-type vehicles which have been modified or retrofitted with after-market parts to include additional equipment not required by Neb. Rev. Stat. §§ 60-6,357 and 60-6,358 shall not be registered under the Motor Vehicle Registration Act, nor shall such modified or retrofitted vehicles be eligible for registration in any other category of vehicle defined in the act.
- D. Golf Car Vehicle means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.

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

A. ATVs, UTVs and Golf Car Vehicles may not be operated upon any Municipal streets, sidewalks, public right-of-ways and highways within the corporate limits of the Municipality EXCEPT as follows:

1. By an employee of the Municipality in their official capacity for the Municipality and while operating a Municipal-owned ATV or UTV;
2. A contractor or other authorized representative of the Municipal may also use ATV or UTV in furtherance of a Municipal-contracted purpose if expressly allowed to do so by the Municipal Administrator or supervising Department manager;
3. During parades which have been authorized by the State or the Municipality;
4. If the operator is removing snow from the road or sidewalk within 48 hours after cessation of a snow storm (ATV and UTV only);
5. If the operator is addressing storm damage within 48 hours after an emergency event as declared by the governing body (ATV and UTV only); or
6. On public trails, sidewalks or public right-of-ways while engaged by the Municipality for snow removal (ATV and UTV only).
7. Or, as permitted by the rules set forth in this Article, with an ATV, UTV or Golf Car Vehicle that is registered and abides by the rules set forth herein and state law.

B. ATVs, UTVs and Golf Car Vehicles shall not be operated on any controlled-access highway with more than two (2) marked traffic lanes, and the crossing of any controlled-access highway with more than two (2) marked traffic lanes shall not be permitted.

C. For the purpose of this Article, the crossing of a non-controlled access highway shall be permitted only if:

1. The crossing is made at an angle of approximately ninety degrees (90°) perpendicular to the direction of travel being made on such highway and at a place where no obstruction prevents a timely and safe crossing;
2. The vehicle is brought to a complete stop before crossing the shoulder or roadway of said highway;
3. The operator yields the right of way to all traffic which constitutes an immediate or potential hazard;
4. In crossing a highway, the crossing shall only be made at an intersection of another roadway; and,
5. Both the headlights and taillights must be on when the crossing is made (applies to only ATV and UTV).

- D. If permitted, said vehicles shall only be allowed to operate on the streets, alleys, and roads, not on the sidewalks of the Municipality (except for the purposes set forth above for snow removal and utility work).
- E. Golf Car Vehicles may only be operated on streets with a posted speed limit of thirty-five miles per hour or less and the Golf Car Vehicle shall not operate in excess of 20 miles per hour and may at no time be operated on a state or federal highway, except to cross at an intersection.

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

- A. Any person operating a ATV or UTV as authorized by this code section shall:
 - 1. Have a valid Class O operator's license or a farm permit as provided for in Neb. Rev. Stat. § 60-4,126;
 - 2. Have proof of liability insurance coverage for the ATV or UTV while in operation upon a street or highway and provide such insurance proof of coverage upon the demand of any peace officer requesting such proof within five (5) days of such request; such insurance shall be within the limits stated in Neb. Rev. Stat. § 60-509, as amended from time to time;
 - 3. If operating or riding on an ATV or UTV, utilize manufacturer installed seat belts or wear a helmet approved for lawful operation of a motorcycle in the State of Nebraska; and,
 - 4. Only operate such ATV, UTV or Golf Car Vehicle between sunrise and sunset as required by Neb. Rev. Stat §60-6,356 and §60-6,381.
- B. Every ATV and UTV shall be equipped with:
 - 1. A braking system maintained in good operating condition;
 - 2. An adequate muffler system in good working condition and without a cutout, bypass or similar device, or any modifications to the muffler system which increases the volume of the noise of the exhaust system. No portion of the system shall be permitted to contact the ground when weighted by its operator;
 - 3. A United States Forest Service-qualified spark arrester;
 - 4. Headlights and taillights;
 - 5. A reflective sign must be affixed to the rear of the vehicle; and,
 - 6. Equipped with a safety flag which extends no less than five (5) feet above the ground and is attached to the rear of such vehicle. The flag shall be day-glow

in color, triangular in shape, and of a size with an area of not less than thirty (30) square inches.

C. No person shall:

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

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

If an accident involving an ATV, UTV or Golf Car Vehicle results an injury to any person resulting in the examination or treatment of the injured person by a physician, or results in the death of any person, then the operator of each ATV, UTV or Golf Car Vehicle involved in the accident shall give notice of the accident in the same manner as provided in Chapter 60 of the Nebraska Revised Statutes.

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

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

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

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

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

C. The following additional provisions apply to violations under the Municipal

Code and/or the State Statutes, and apply to ATV, UTV and Golf Car violations within the corporate limits as follows:

1. First Offense Impoundment: The vehicle may be impounded until it is validly registered (if registration is the basis of the violation) or for 10 days (for all other violations) and stored in a privately operated facility or other place designated by or maintained by the Municipality, with all impoundment costs payable by the owner/operator prior to retrieval. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of ten (10) days from the date of the offense.
2. Second Offense Impoundment/Revocation: All Municipal-issued registrations shall be revoked for a period of one (1) year from the date of the offense; and the vehicle shall be impounded for fourteen (14) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of one (1) year from the date of the offense.
3. Third and subsequent Offense Impoundment/Revocation: In the event of a third or subsequent offense under this Article, the registration for the ATV, UTV or Golf Car Vehicle shall be permanently revoked and the owner prohibited from registering another vehicle permanently. An operator's third offense shall prohibit the operator from operating such vehicles in the Municipality permanently. The vehicle shall be impounded for fourteen (14) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk.

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

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

- A. All ATVs, UTVs and Golf Car Vehicles shall be registered by filing application with the Municipal Clerk, and paying a first year annual fee of \$75.00 per vehicle. Registrations for subsequent years shall be \$30.00 provided a new plate or flag are

not necessary and that prior registrations are in good standing at the end of the prior year. Upon filing and payment, the vehicle shall be inspected by law enforcement and law enforcement will issue the permit which shall be evidenced with a license plate and matching whip flag affixed to the vehicle. In the event the plate or flag are lost, the Owner shall pay the Municipal for a replacement at the cost of \$_____.

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

3. That the effective date of this Ordinance shall be _____, 2021.

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

5. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of the governing body that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

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

7. That this Ordinance shall be published within the first fifteen days after its passage and approval, in pamphlet form, and shall be in full force and take effective on the aforementioned effective date as provided herein.

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

PASSED AND APPROVED this ____ day of _____ 2021.

VILLAGE OF EAGLE, NEBRASKA

BY:

John Surman, Chair

ATTEST:

Nick Nystrom, Its Clerk
(SEAL)



September 10, 2020

Village of Eagle
P.O. Box 130
Eagle, NE 68347

RE: Cass County Recycling Program

Dear Chairman Moore and Council Members:

Keep Cass County Beautiful has been in discussion with the Cass County Commissioners and others seeking ways to improve recycling for all Cass County residents. As you may know, the cost of recycling has significantly increased during the past year due to China closing its doors to US recyclables. The result has created more supply than demand and depressed US recyclable markets to very low prices driving the cost to recycle locally to \$65/ton since last August for the Cass County recycling program and \$110/ton for recycling haulers. High costs have forced some local haulers to discontinue recycling services for single residential accounts. Losing recycling in one community has produced a domino effect pushing recyclers on to other community recycling trailers. The outcome has been over-stuffing of trailers, illegal dumping and safety issues for workers hauling and emptying the trailers. As a result, only half of the trailers are now in service, so many recyclables are being wasted and filling up local landfills. Costs to dispose of our trash will continue to rise, perhaps significantly, especially as the landfill most used by Cass County near David City is predicted to reach capacity within 5 years. That's why it's important to be pro-active now.

For the past ten years, Cass County has paid insurance, licensing and repairs for 8 portable recycling trailers, plus the current \$65/ton tipping fee at First Star Recycling. Communities have maintained trailer sites, supplied labor and fuel to haul/empty the trailers, plus maintenance labor. Some communities in Cass County have access to curbside recycling, while 37% or nearly 10,000 people in rural areas and some small villages have no recycling services available. Even many of those who may have individual service available, do not find it affordable.

In an effort to make the program sustainable, available to all residents and manageable in the future, the Cass County Commissioners gave consensus to the following plan. The county has agreed to pay 50% of recycling hauling costs up to a frequency of every 2 weeks for all cities, towns, villages and the SID's of Beaver Lake, Buccaneer Bay and Lake Waconda. The estimated county portion would top out at approximately \$14,000 per year if all communities participate. This plan assumes the utilization of a roll-off container from a third party contracted hauler instead of the current Dempster trailers that have been transported by city employees or volunteers.

A roll-off container holds 25 cubic yards while the current recycling trailer holds 10 cubic yards. Moving to roll-off containers would create fewer trips to the recycling center; eliminate trailer maintenance and the need of volunteers or city employees to transport and empty trailers. Hauling costs are estimated at \$120 per trip, including tipping fee. Based on emptying a

container the maximum of every 2 weeks, the estimated cost to a community is \$1,440 **per year** (the county pays the other half). **Annual hauling** estimates at the rate of once per month could be \$720; once every two months - \$360; and once every 3 months - \$240. This plan could present a savings to a town/village that has been providing fuel and labor costs incurred using city employees hauling the trailers.

County Board Chairman Dan Henry stated, "We definitely want to participate in the recycling program, but we want to come up with a long-term strategy. The responsibility of providing and maintaining the sites along with scheduled hauling would be up to the individual entity. This plan gives every town the ability to have recycling, limits liability and removes the burden of the community finding someone to haul and empty a trailer."

There is an alternative. If a village or city wants to keep the current Dempster trailer, the county will relinquish ownership and the village/city would be responsible for hauling and the tipping fee. If there are schools who wish to take on the ownership of a recycling trailer for a school program, they would assume the same responsibilities. Depending on the weight of recyclables collected, the tipping fee averages about \$25 per load for the Dempster trailer, plus fuel, etc.

Commissioner Dan Henry has asked that if you want to assume ownership of a trailer, please send a letter to him at 906 Sandhill Road, Louisville, NE 68037. Otherwise, the completely empty Dempster trailer may be dropped off at any of the following Cass County Department of Roads locations at Greenwood or north of Weeping Water at the Highway 50 road shop or at the Cass County Recycle Center near Mynard (when it's open).

Keep Cass County Beautiful and the Nebraska Recycling Council are available to offer educational assistance, policy development and assistance with grant writing to help offset costs. The next steps will be developing an interlocal agreement, identifying interested haulers and the development of a waste management agency. One of the commissioners and/or Linda would like to attend your October village board/city council meeting to answer any questions and discuss the next steps to move the plan forward.

For questions, comments or additional information, please contact Linda (contact info. below) or Commissioner Dan Henry at dan@practicalgov.com or Commissioner Jim Peterson at dist3comm@cassne.org

Our goal is to reduce waste, extend the life of area landfills, avoid the need to site a landfill in Cass County and recover resources being discarded. These efforts will create a cleaner and healthier environment that improves the quality of life for Cass County.

Sincerely,

Linda S. Behrns
Executive Director
Keep Cass County Beautiful
Linda@KeepCassCountyBeautiful.com
402.949.0874



WASTE CONNECTIONS
OF NEBRASKA

Village of Eagle

20yd Enclosed Roll Off Recycle

\$210/Haul \$110/Ton

Typical tonnage on a full 20yd Recycle container is approximately .5 - .7 ton. Overall cost combined per haul and disposal would be between \$265-\$287. If you have any questions, don't hesitate to reach out!

Sione Siale
Site Manager

Waste Connections of Nebraska
Cell: (620) 845-4437
Office: (402) 643-2054
2101 Judson St.
Lincoln, NE 68521

Service Agreement



WASTE CONNECTIONS OF NEBRASKA, INC.

2101 JUDSON ST

LINCOLN, NE, 68521

Phone 4026432054

Action Type.*

NEW Action Type : Residential.

Any Residential Contract is restricted to use Action Type "Residential"
All other action types are for NON-Residential contract.

New Business (Permanent) ▼

Service Address.

Name 1 *	
Name 2	
Contact	
Phone *	
Fax	
Email	
# Address 1 *	
Address 2	
City *	
State *	
Zip *	

Billing Address. ☐ check the box to copy from service address

Name 1 *	
Name 2	
Contact	
Phone *	
Fax	
Email	
Address 1 *	
Address 2	
City *	
State *	
Zip *	

Service Information.

Account Number	
Effective Date *	
Delivery Date *	

Billing Information.

Special Attention	
Related Accounts	

Existing Services.

No details exist.

New Services.

Service *	Qty *	Amount *	Freq *	Schedule
Select A Service ▼				Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>
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Notes.

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Terms And Conditions Duration And Renewal Period.

Terms And Conditions.

Sales Contract Tool.

Duration *	Renewal *	Read the terms and conditions and agree to them. (Click Here) * <input type="checkbox"/>
TEMPORARY	TEMPORARY	

Payment Terms.

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS**

State and local taxes, governmental franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

Customer Agreement.

Representative Agreement.

<p>Name * <input type="text"/></p> <p>Title * <input type="text"/></p> <p>Date * <input type="text"/></p> <p>Signature</p> <p>ELECTRONIC SIGNATURE: By typing your name in the space provided above within the double backslashes and by returning this email to its sender, you are: (i) agreeing to the services described in the above email, (ii) acknowledging receipt of the current Terms and Conditions accompanying the Service Agreement, and (iii) agreeing to be bound thereto.</p>	<p>Company * WASTE CONNECTIONS OF NEBRASKA, INC.</p> <p>Name * <input type="text"/></p> <p>Title * <input type="text"/></p> <p>Date * <input type="text"/></p> <p>Signature</p> <p>ELECTRONIC SIGNATURE: By typing your name in the space provided above within the double backslashes and by returning this email to its sender, you are: (i) agreeing to the services described in the above email, (ii) acknowledging receipt of the current Terms and Conditions accompanying the Service Agreement, and (iii) agreeing to be bound thereto.</p>
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 Close Contract Save Contract Delete Contract☐ Please confirm your delete.

WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

ARTICLE IV TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

ARTICLE V PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-third percent (1⅓%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Customer will pay Contractor a standard recycling services and equipment charge set forth above (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes). Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article VI, the parties agree that this Agreement as so adjusted will continue in full force and effect.

ARTICLE VII SERVICE CHANGES AND AMENDMENTS

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

ARTICLE VIII RESPONSIBILITY FOR EQUIPMENT

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

ARTICLE IX DAMAGE TO PAVEMENT

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

ARTICLE X DEFAULT

If Customer terminates this Agreement prior to the expiration of its Term or the expiration of any Renewal Term hereof, Customer agrees to pay Contractor damages, consisting of all past due sums, plus all costs of equipment retrieval in the amount of \$50 per container, and damages in an amount equal to the product of 30% of the then current rate (or fraction thereof, should a new service agreement become effective after the first of the month) times the remaining number of months in this Agreement or extension, until such time as Contractor is able to mitigate said damages by entering into a new service agreement.

ARTICLE XI BREACH, SUSPENSION AND TERMINATION FOR CAUSE

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate

this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

ARTICLE XII ASSIGNMENT

Customer shall not assign this Agreement without the prior written consent of Contractor, which shall not be unreasonably withheld.

ARTICLE XIII OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to respond to it.

ARTICLE XIV EXCUSED PERFORMANCE

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE XV BINDING EFFECT

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

ARTICLE XVI ENTIRE AGREEMENT; GOVERNING LAW; AND SEVERABILITY

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that Article XVII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable.

ARTICLE XVII BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any controversy or claim (collectively "Claims") arising out of or relating to this Agreement, or the breach hereof, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following controversies and claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily

injury, real property damage or Excluded Waste; and (B) Contractor's claims against Customer to collect past due Charges or liquidated damages.

The parties hereto agree that any and all Claims, whether in arbitration or otherwise, must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding. Accordingly, Customer hereby waives any and all rights to bring any Claim as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding.

This agreement to arbitrate Claims and waiver of class actions rights is governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.) and evidences a transaction in interstate commerce. Notwithstanding anything to the contrary herein or in the Rules, this Article shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, consolidated, collective or representative action, and only a court, and not an arbitrator, may adjudicate any contention that any portion of this Article is unenforceable, void or voidable.

ARTICLE XVIII CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

ID : 9200FF81-FEB5-46B2-9379-312D53CE0B86

Hillside Solutions, LLC
PO BOX 810
Gretna, NE 68028
www.hillside.solutions



ADDRESS
City of Eagle

Estimate 1256

DATE 07/15/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	20-Yard Roll-off Recycling rolloff-per pull	1	285.00	285.00
	Roll-Off Tonnage Firststar tipping fee-\$120 per ton-copies of scale tickets will be provided with invoices	1	0.00	0.00
	Equipment Rental Fee Monthly rental fee-2 recycling rollofs	1	485.00	485.00

5 year contract required
5% Annual price increase applicable to pull charge only
48 hour notice to be given by City for rolloff swaps

TOTAL \$770.00

Accepted By

Accepted Date

— We bill in advance of service, meaning new charges are for next month's service
— Check Payers: Must include invoice # in memo
— Questions: 402.332.4710 ext 2, billing@hillside.solutions

**Firststar Fiber
10330 I Street
Omaha, NE 68127**

Curbside Rewards Service:

Recycling 96-gallon cart \$15 per household per month.

Items that can be recycled in cart:

- Non-aerosol aluminum food and beverage containers
- Non-aerosol ferrous (tin) cans
- All plastic **containers** #1-7, including PET & HDPE
- Newsprint
- Corrugated Cardboard
- Magazines
- Catalogs
- Cereal boxes
- Telephone books
- Printer paper
- Copier paper
- Mail
- All other papers without wax liners

Additional carts available for high volume recyclers at \$5 per cart.

5-year contract with 5% annual price increase.

Educational assistance and resources provided free of charge.

**Firstar Fiber
10330 I Street
Omaha, NE 68127**

Drop Off Service:

20 yard roll off recycling containers provided and maintained by Firstar Fiber

\$300 per pull charge plus \$110/ton tipping fee

Same materials as accepted in Curbside Rewards Service

AGREEMENT FOR RECYCLE SERVICE

Village of Eagle, NE

Recycle Service, Community Drop Site, Eagle, NE

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

WITNESSETH:

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

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

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

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

SECTION 3. Service to be provided:

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

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

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

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

SECTION 5.

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

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

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

ATTEST:

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

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

ATTEST:

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

Signature

Printed Name

Position



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 30, 2021



Pete Ricketts, Governor

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2021.

To avoid the suspension of Highway-user Revenue to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and return them to the NBCS by October 31, 2021. Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

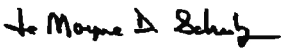
Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.

Please let me know if you have any questions. Email: lemoyne.schulz@nebraska.gov
Phone: (402) 479-4436

Sincerely,


LeMoyne D. Schulz
Secretary for the Board

LDS/2021

xc: File

Attachments (2)

John R. Selmer, P.E., Director
Department of Transportation

Board of Public Roads Classifications and Standards
1400 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

OFFICE 402-479-4436
ndot.blshelp@nebraska.gov

dot.nebraska.gov

Roger A. Figard
Lincoln

LeRoy G. Gerrard
Stromsburg

Barbara J. Keegan
Alliance

John F. Krager, III
Omaha

Lisa Kramer
Kennard

James A. Litchfield
Wakefield

Mick Syslo
Lincoln

Steven D. Rames
Norfolk

Timothy W. Weander
Omaha

Edward R. Wootton, Sr.
Bellevue

LeMoyne D. Schulz
Secretary – ex officio

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of
Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2021

Resolution No. 2021-07

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2),
requires an annual certification of program compliance to the Nebraska Board of Public Roads
Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program
compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall
include the resolution of the governing body of the municipality authorizing the signing of the
certification.

Be it resolved that the Mayor ☐ Village Board Chairperson ☒ of Village of Eagle
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to **return both pages of the original document** by the filing deadline (October 31) may result in the suspension of
Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2021**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☐ Village ☒ of Eagle
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor ☐ Village Board Chairperson ☒ (Required) _____ (Date) _____

Signature of City Street Superintendent (Optional) _____ (Date) _____

Return the completed original signing resolution and annual certification of program compliance by October 31, 2021 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

2021 ANNUAL CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

Sept. 22-24, 2021



MUNICIPAL TREASURERS AND MUNICIPAL ATTORNEYS: The League will let you know as soon as the State Auditor's Office and the Mandatory Continuing Legal Education Commission informs us of the number of hours each will receive. *The League will follow CDC guidelines and any other applicable health directives to protect conference delegates and comply with the law.*

Tentative Conference Program (Subject to Change)

Wednesday, Sept. 22, 2021

- 9-10 am** Smaller and Larger Cities Legislative Committees Meeting
- 10:15 am** Annual Meeting of Members of the League Association of Risk Management (LARM)
- 11:30 am** Registration (for Preconference Seminar)
- 12-1 pm** Delegate Luncheon
- 1:15-4:15 pm** **PRECONFERENCE SEMINAR: Challenges and Opportunities for Creating and Sustaining Affordable Housing**
- 1) Update on Papillion's Innovative and Nationally Recognized "Prairie Queen Missing Middle Neighborhood Development"
David Black, Mayor, Papillion
 - 2) Critically Important Partnership and Collaboration with the Nebraska Investment Finance Authority (NIFA)
Shannon R. Harner, J.D., Executive Director, NIFA
 - 3) Affordable and Workforce Housing Grants and Programs Available Through the Nebraska Department of Economic Development (DED)
Lynn Kohout, Housing Manager, DED
- 4:30 pm** Meeting of the LARM Board of Directors

Thursday, Sept. 23, 2021

- 7:30 am** Registration
Visit Display Area (Coffee and Rolls Available)
- 8-8:15 am** Welcome
League President Paul Lambert, Mayor, Plattsmouth
- 8:15-9:30 am** **Protect Yourself From Liability:** What you don't know can hurt you when doing business with your city or village!
Frank Daley, Executive Director, Nebraska Accountability and Disclosure Commission
- 9 am-4 pm** Fire Chiefs Section Meeting
- 9:30-9:45 am** Break (Visit Display Area)

2021 ANNUAL CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

Sept. 22-24, 2021



Thursday, Sept. 23, 2021 (con't.)

- 9:45-10:45 am** **American Rescue Plan (ARP) Act:** Be informed about the latest “Guidance and FAQs” by the U.S. Dept. of the Treasury to comply with requirements and reporting deadlines.
Mike Wallace, Program Director for Community and Economic Development, National League of Cities (NLC)
- 10:45-11 am** **Break** (Visit Display Area)
- 11 am-12:15 pm** **League Legislative Report**
L. Lynn Rex, Executive Director, LNM
- 12:15-12:30 pm** **Break** (Visit Display Area)
- 12:30-2 pm** **Delegate Luncheon Honoring League Past Presidents**
Remarks by League President Paul Lambert, Mayor, Plattsmouth
T. Marni Vos, President, Laughter's Echo Inc.
Back by popular demand! T. Marni Vos is a nationally recognized comedian and a favorite keynote speaker of past League conferences.
- 2-2:15 pm** **Break** (Visit Display Area)
- 2:15-3:15 pm** **Concurrent Sessions:**
- A. How to Maximize FEMA/NEMA Funds for Projects to Minimize Repetitive Losses**
(Session repeated at 3:30 pm)
Erv Portis, City Administrator, Plattsmouth
- B. Cyber Security:** The changing dynamics and future direction of cyber coverage.
This session is sponsored by the League Association of Risk Management (LARM).
(Session repeated at 3:30 pm)
Colette Klier, Senior Manager IT Risk Control, Sedgwick (LARM's Third Party Administrator)
Chris Cadwell, Director Pool Administration, Sedgwick (LARM's Third Party Administrator)
- C. 1) Redistricting Issues Update; and 2) How to Change the “Class” of Your Municipality**
Wayne Bena, Nebraska's Deputy Secretary of State
- 3:15-3:30 pm** **Break** (Visit Display Area)
- 3:30-4:30 pm** **Concurrent Sessions:**
- A. How to Maximize FEMA/NEMA Funds for Projects to Minimize Repetitive Losses**
(Repeat of 2:15 pm session)
Erv Portis, City Administrator, Plattsmouth
- B. Cyber Security:** The changing dynamics and future direction of cyber coverage.
This session is sponsored by the League Association of Risk Management (LARM).
(Repeat of 2:15 pm session)
Colette Klier, Senior Manager IT Risk Control, Sedgwick (LARM's Third Party Administrator)
Chris Cadwell, Director Pool Administration, Sedgwick (LARM's Third Party Administrator)

2021 ANNUAL CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

Sept. 22-24, 2021



Thursday, Sept. 23, 2021 (con't.)

3:30-4:30 pm

Concurrent Sessions: (con't.)

C. Recent Annexation Cases: Be informed about the practical effects of two recent Nebraska Supreme Court opinions: 1) *County of Sarpy v. City of Gretna*, (filed May 28, 2021) involving Gretna's 2017 annexation package; and 2) *Darling Ingredients (Frank Krejci) v. City of Bellevue*, (filed May 28, 2021) regarding whether the land annexed was rural and agricultural.

(Session repeated Friday at 11 am)

Bree Robbins, City Attorney, Bellevue

Christy Abraham, Legal Counsel, LNM

4:30-4:45 pm

Break (Visit Display Area)

4:45-5:45 pm

Section Meetings

Mayors/Village Board Chairs

City Managers/Administrators

Clerks

Larger Cities

Smaller Cities

Utilities

Make plans to network, visit the display area and enjoy the many restaurants and activities in Lincoln.

Friday, Sept. 24, 2021

7:45 am

Registration

Visit Display Area (Coffee and Rolls Available)

8-9 am

Concurrent Sessions:

A. Strategies for Limiting Your Municipality's Workers' Compensation Liability

This session is sponsored by the League Association of Risk Management (LARM).

(Session repeated at 9:15 am)

David Dudley, Attorney, Baylor Evnen

B. How to Better Leverage Your "Certified Local Government" (CLG) Funds to Develop and Implement Your Downtown Revitalization Plan

(Session repeated at 9:15 am)

Erv Portis, City Administrator, Plattsmouth

Kelli Bacon, Certified Local Government Coordinator, History Nebraska

C. Innovative Water and Wastewater Projects Financed with ARP Act Funds

(Session repeated at 11 am)

Lash Chaffin, Utilities Section Director, LNM

9-9:15 am

Break (Visit Display Area)

2021 ANNUAL CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

Sept. 22-24, 2021



Friday, Sept. 24, 2021 (con't.)

9:15-10:15 am Concurrent Sessions:

A. Strategies for Limiting Your Municipality's Workers' Compensation Liability

This session is sponsored by the League Association of Risk Management (LARM).

(Repeat of 8 am session)

David Dudley, Attorney, Baylor Evnen

B. How to Better Leverage Your "Certified Local Government" (CLG) Funds to Develop and Implement Your Downtown Revitalization Plan

(Repeat of 8 am session)

Erv Portis, City Administrator, Plattsmouth

Kelli Bacon, Certified Local Government Coordinator, History Nebraska

C. Urban Affairs Committee Update

Trevor Fitzgerald, Legal Counsel, Urban Affairs Committee

D. Creative Districts: Learn how to structure a "creative district" and be informed about state grant funds available to municipalities with "creative districts."

State Sen. Mike Flood

10:15-10:30 am **Break** (Visit Display Area)

10:30-10:45 am **Annual Business Meeting**

10:45-11 am **Break** (Visit Display Area)

11 am-12 pm Concurrent Sessions:

A. Innovative Water and Wastewater Projects Financed with ARP Act Funds

(Repeat of 8 am session)

Lash Chaffin, Utilities Section Director, LNM

B. Recent Annexation Cases: Be informed about the practical effects of two recent Nebraska Supreme Court opinions: 1) *County of Sarpy v. City of Gretna*, (filed May 28, 2021) involving Gretna's 2017 annexation package; and 2) *Darling Ingredients (Frank Krejci) v. City of Bellevue*, (filed May 28, 2021) regarding whether the land annexed was rural and agricultural.

(Repeat of Thursday 3:30 pm session)

Bree Robbins, City Attorney, Bellevue

Christy Abraham, Legal Counsel, LNM

12 pm **Adjournment.** Have a safe trip home! Please remember to buckle up!

2021 ANNUAL CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

Sept. 22-24, 2021



Delegate Registration

Municipality: _____

Name (as you want it to appear on name tag): _____

Title: _____ Spouse (if attending): _____

First League Conference? Yes _____ No _____

Check # _____ enclosed for \$ _____ (Advanced payment encouraged)

Billing address: _____

Phone: _____

Email: _____ (Required for you to receive link to handbook.)

	Through Aug. 31	After Aug. 31
Wednesday Preconference Seminar attendance: (Includes Preconference electronic handbook)	_____ \$95	_____ \$125
Thursday & Friday Conference attendance: (Includes electronic handbook; meals are extra) Per city/village official, League member	_____ \$395	_____ \$425
Partial conference attendance: (Includes electronic handbook; meals are extra)		
Thursday morning only	_____ \$150	_____ \$170
Thursday afternoon only	_____ \$150	_____ \$170
Friday morning only	_____ \$150	_____ \$170

Conference Total: \$ _____

Meals: (not included in registration fee)

Wednesday Luncheon _____ \$27

Thursday Luncheon _____ \$27

Meal Total: \$ _____

Grand Total: \$ _____

Conference Information

- ☐ Preregistration deadline is **Aug. 31**. Registrations received after this date will incur higher registration costs.
- ☐ Advanced registrations not cancelled by this date or "no shows" will be billed for any meal tickets reserved.
- ☐ If you need special accommodations or equipment at this conference, contact the League office by **Aug. 31**.

Mail registration and payment to: League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508, or fax 402-476-7052

[Click here](#) to register online.

2021 ANNUAL CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

Sept. 22-24, 2021



Conference Information

- ☐ All conference sessions will be held at the Cornhusker Marriott Hotel, 333 South 13th Street, Lincoln, NE 68508.
- ☐ To make room reservations at the Cornhusker, call 1-866-706-7706 or 402-474-7474 or [book online](#). When calling to reserve a room, please state that you are attending the League's conference to obtain the special room rate. The deadline for reserving a room is **Aug. 31**.
- ☐ The room rate is \$110 for a single or double room with Government ID card. If you need an ID card, contact the League office. Individual guest accounts are payable at check out by cash or credit card.
- ☐ Check in time is approximately 4 pm; check out time is 11 am.
- ☐ Preregistration deadline for delegates is **Aug. 31**. Registrations received after this date will incur higher registration costs and are not guaranteed handbooks.
- ☐ Advance registrations not cancelled by **Aug. 31** or "no shows" will be billed for reserved display tables and any meal tickets reserved.
- ☐ If you need special accommodations or equipment at this conference, contact the League office by **Aug. 31**.
- ☐ To meet production schedules for the conference materials, sponsor fund or display table information must be returned by **Aug. 31**.
- ☐ For your comfort, we recommend that you wear layered clothing or bring a jacket because heating and cooling conditions may vary.

VILLAGE OF EAGLE

August 3, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on August 3, 2021 with Surman, Meier, Moore and Caylor present. Weyers 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 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 – No public comment.

Weyers arrived to the meeting at 7:06 p.m.

Motion by Moore, second by Surman, to postpone the first reading of Ordinance 2021-11 until the August 16, 2021 meeting. Voting: Ayes – Weyers, Moore, Surman. Nays – Meier, Caylor. Motion carried.

Motion by Moore, second by Caylor, to approve a corporate manager name change on the liquor license for Casey's Retail Company, DBA Casey's General Store 2968, to Krystal M. Carter. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Ordinance 2021-12. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2021-12 entitled:

ORDINANCE NO. 2021-12

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND CHAPTER 2, ARTICLE 1, OF THE EAGLE MUNICIPAL CODE BY ADDING SECTION 2-102 RELATING TO THE AUTHORITY OF THE HUMAN RESOURCES AND PERSONNEL COMMITTEE; TO PROVIDE THAT THE BOARD OF TRUSTEES AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE EFFECTIVE DATE THEREOF; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

Motion by Moore, second by Meier, to suspend the rules of three consecutive readings of Ordinance 2021-12. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to adopt Ordinance 2021-12 as amended. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Resolution 2021-06. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-06 entitled:

RESOLUTION NO. 2021-06

A RESOLUTION BY THE CHAIRPERSON AND VILLAGE OF EAGLE BOARD OF TRUSTEES COMMEMORATING 130 YEARS OF INCORPORATION

WHEREAS, the town of Eagle officially became an incorporated village on August 11, 1891 and the following individuals served on the first Village Board: S.S. English, Chairman; S. Benton; J.J. Hudson; William Sharp; and Richard Wilkinson. W.J. McAllister was appointed Clerk and G.M. Beach was appointed Treasurer.

WHEREAS, Eagle is proud to celebrate 130 years of being an incorporated village; and

WHEREAS, the Eagle Board of Trustees recognizes the importance of paying tribute to our town's history.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Eagle, Nebraska, as follows:

1. Recognize August 11, 1891 as Eagle's official day of incorporation.
2. That a copy of this resolution be filed in the Village Clerk's Office and be made a part of the official Village record.

Motion by Weyers, second by Moore, to adopt Resolution 2021-06. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 12,766.21, Board Wages 900.00, ABC Termite & Pest

Control 55.00, Al's Johns 143.78, All Road Barricades 599.12, Allied Benefit Systems 3,277.26, Amazon Marketplace 14.63, American Exchange Bank 750.00, Aramark 677.23, Jaydon Ballman 500.00, Black Hills Energy 51.60, Blue Valley Public Safety 12,209.00, Terry Caddy 33.90, Casey's 399.12, Cass Co. Sheriff's Dept 3,145.21, Cass Co. Treasurer 16.00, Constellation Energy 4.24, Dollar General 23.40, DR Ortlieb Trucking 2,349.63, Eagle Automotive 486.95, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 6,674.44, Google LLC 120.00, Hein Construction 15,000.00, Rick Hestermann 309.23, Int'l Institute of Municipal Clerks 200.00, John Deere Financial 53.00, John Hancock Investments 331.50, League of NE Municipalities 2,677.00, League of NE Municipalities-Utilities Section 545.00, Lincoln Mobility 195.00, Matheson Tri-Gas 149.63, Menards-South 578.32, NE Dept of Rev 2,301.21, NE Medicine 267.81, NE Municipal Clerks Assn 35.00, NE Public Health Env Lab 30.00, Norland Pure 30.00, Taira Nystrom 400.00, One Call Concepts 18.06, OPPD 4,557.34, People Service 5,496.00, Power Tech 2,308.05, Quick Med Claims 544.27, Rock Creek Refuse 100.00, Rose Equipment 1,099.31, Schemmer 2,550.00, Small Engine Specialists 568.16, Tractor Supply 327.67, UNUM 654.27, US Postmaster 180.00, Verizon Wireless 530.51, Voice News 39.56, Windstream 474.96. Total of bills: **\$89,239.58**.

Approved Park Claims: Wages 17,493.59, ABC Termite & Pest Control 500.00, American Fence 228.55, Aqua Chem 216.00, Black Hills Energy 56.45, Laura Bornemeier 35.00, Cornhusker Winnelson 1,933.05, Amy Fitzpatrick 75.00, Lynae Frerichs 75.00, Julie Kreikemeier 165.00, OPPD 651.96, Kyann Sheets 75.00, The Electronic Repair Shop 1,185.00, Rebecca Tinant 75.00. Total of bills: **\$22,764.60**.

Motion by Moore, second by Weyers, to go into executive session at 8:51 p.m. to discuss an annual employee evaluation for Curtis Klabenes and to protect the reputation of the employee. Voting: Ayes – 5. Motion carried.

Surman said the board has come out of executive session at 9:04 p.m. after discussing an annual employee evaluation for Curtis Klabenes. No action taken.

Motion by Moore, second by Weyers, to approve a conditional offer of employment to Cody Flint for the Full-time Maintenance position at a rate of \$25.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 9:13 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson