

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
AUGUST 2, 2022  
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 Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Open Forum.
4. Discuss/possible action: Consider estimates for exterior painting of the Eagle Fire & Rescue Station.
5. Discuss/possible action: Approve Gabel Construction's estimate to tear out and replace sidewalk in the alleyway on the north side of F Street between 4<sup>th</sup> & 5<sup>th</sup> Street in the amount of \$1,500.00.
6. Discuss/possible action: Approve purchase of new office chair from Eakes Office Solutions in the amount of \$1,040.38.
7. Discuss/possible action: Approve purchase of AMT Booster Pump from Manufacturer's Edge for the swimming pool slide in the amount of \$885.86.
8. Discuss/possible action: Review of Request for Qualifications and selection of firms in compliance with the requirements of the Clean Water State Revolving Fund (CWSRF).
9. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
10. Discuss/possible action: Approve claims.
11. Report from Attorney.
  - a. Discussion: Updates to Chapter 6, Article 1 of the Eagle Municipal Code as the same relates to dangerous dogs.
  - b. Discussion: Nuisance abatement procedures.
  - c. Discussion: Dead or diseased trees.
  - d. Discussion: Establishing sidewalk improvement districts.
12. Report from Clerk/Treasurer.

**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.**

**JLC**  
1403 South 214th Street  
Eagle, Ne. 68347  
tnbduggan@aol.com  
(402) 560-2000

## Estimate 1

Eagle Fire and Rescue  
705 South 1st Street  
Eagle, Ne. 68347

Date 7/9/22  
Due date 7/9/22

Item	Qty	Price USD	Line Total USD
Estimate includes power washing, spot priming with rust inhibitor, paint, and lift rental.	1	17000.00	17000.00

**Total 17000.00**

**Gabel Construction**  
 7425 s 134 th street  
 Walton, NE 68461 US  
 +1 4024401857  
 gabelconstruction20@gmail.com

# Estimate



**ADDRESS**

Nick Nystrom  
 Eagle, Ne

ESTIMATE #	DATE
1595	07/20/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Sales</b>			
	Tear out and replace side walk in alley between 4 th and 5 th st. 17x4 replace with 5 in concrete. This would fall into the minimum price for Gabel Construction of \$1500.			1,500.00
	If eagle would like to add another 55 sq foot anywhere else I would through that in for the that \$1500 price. Tear out and replace 5in concrete is \$12 sq ft 4in concrete tear out and replace is \$11 sq ft. If it is just form and pour with no tear out it would be \$8 sq ft			
			SUBTOTAL	1,500.00
			TAX	0.00
			<b>TOTAL</b>	<b>\$1,500.00</b>

Accepted By

Accepted Date

12 Locations Serving  
the Midwest

www.eakes.com



**Eakes**  
office solutions

110 North 35th Street  
Lincoln, NE 68503  
(402)438-6700  
(402)438-6701

**Quotation 51748**

**Quote Date** 07/19/22

**Customer** 10051

**Terms** 10th of every month

**Account Representative** Lucas Luxford

**Quote To**

Eakes Office Plus  
110 North 35th Street  
Lincoln NE 68503

**Ship To**

Eakes Office Plus  
110 North 35th Street  
Lincoln NE 68503

Description	Quantity	Unit Price	Extended Price
1 Leap; Chair, Upholstered, Adjustable seat depth, Value package, Height / width / pivot / depth adjustable arms, Lumbar <b>UPHISTRY: 5F17 BLACK</b>	1	992.49	992.49
2 Delivery and install Leap Chair to Village of Eagle 747 S. 2nd St. Eagle, NE 68347	1	25.00	25.00
3 2% surcharge for fuel.	1	22.89	22.89
<b>Quotation Totals</b>			
<b>Sub Total</b>			1,040.38
<b>SALES TAX NOT INCLUDED</b>			0.00
<b>Grand Total</b>			<b>1,040.38</b>

End of Quotation



## Furniture Purchase Terms and Conditions

Quote valid for maximum 10 days from quotation date.  
Any reduction of quote period will be specified within quote.

Terms and conditions of purchase for the quote referenced above.

**PAYMENT** - For purchases greater than \$7,500, a deposit of 50% of the purchase price OR an authorized customer purchase order is required on all orders in advance of order placement. The buyer agrees to pay the remaining balance within ten (10) days after delivery by company check, cash, or equivalent non-credit card payment type. For purchases greater than \$5,000 paid by a credit card, a fee of 3% of the sell price will apply. In the event of damage or delivery of incorrect product, the buyer may withhold payment on only the damaged or incorrect piece(s) of merchandise. Eakes Office Solutions is responsible for the prompt replacement of any damaged or incorrect merchandise.

Ownership of the merchandise will pass from Eakes Office Solutions to the buyer when the full purchase price and all other charges due under this agreement are paid in full. In the event of construction delays or other causes not within Eakes Office Solutions' control, the furnishings will be considered accepted by the buyer for the purpose of payment.

**TAXES** - Prices do not include any applicable sales, use, excise, or any other tax. Any applicable taxes will be added to prices at the time of invoicing and the buyer agrees to pay same.

**CANCELLATION AND CHANGES** - The products under this agreement will be specially ordered and if the buyer should cancel this order, at any time, the products will be returned, only upon manufacturer's approval and for a restocking charge of 30% of the selling price, plus freight both ways. Custom fabricated products, panel systems and products using customer's own material are non-cancelable. Change requests will only be accepted from authorized customer representatives only. Any changes made may result in additional charges.

**DELIVERY AND INSTALLATION** - In the event that delivery and/or installation is required as part of the proposal, the following provisions shall apply and may be subject to additional charges:

- **CONDITION OF THE JOB SITE** - The job site shall be clean and free of debris and other trades prior to installation. Adequate facilities for off loading, staging, moving, and handling of merchandise (including elevator service) shall be provided.
- **FURNITURE REMOVAL** - If Eakes Office Solutions is providing furniture removal services, those services will be detailed above. If no furniture removal is included, customer is responsible for removing existing furniture prior to installation of products quoted above.
- **DELIVERY DURING NORMAL BUSINESS HOURS** - Delivery and installation will be made during normal working hours (Monday-Friday / 8-5) unless agreed to in the specifications above.
- **STORAGE SPACE** - Provided the merchandise does not arrive to the site earlier than the date requested, the buyer will provide safe and adequate storage space. If the space provided is inadequate, transfer and storage costs incurred will be reimbursed by the buyer at the rate of 1.5% of purchase price per month.
- **ASSEMBLY AND INSTALLATION** - Product will be installed according to the manufacturer's specifications. The buyer will not hold Eakes Office Solutions liable for any injury or damage that would result from wall mounted support channels and attached components becoming loose or insecure.
- **DAMAGE** - After delivery, any loss or damage to product caused by other trades, weather, fire, or any other cause, shall be the responsibility of the buyer, and the buyer agrees to hold Eakes Office Solutions harmless from loss for such reasons.
- **INSURANCE** - The seller carries public liability, workmen's compensation, property damage, and automotive insurance and certificates will be delivered upon request. Fire, tornado, flood, and other insurance at the site will be provided and paid for by the buyer. Risk of loss passes to the buyer upon delivery.
- **LIMIT OF INSTALLATION SERVICES** - The price quoted includes one-time delivery and installation of all products at customer site. Additional delivery or installation is not included unless otherwise stated above.

**CLAIMS** - Claims for transportation damage shall be prosecuted by Eakes Office Solutions. In the event of a drop shipment, the buyer is responsible for notating damage on any freight receiving documents and reporting damage immediately to Eakes Office Solutions.

**DESIGN** - All designs and product specification are property of Eakes Office Solutions. Designs and specifications are confidential and buyer agrees that buyer may not share, reproduce, or reuse any designs and/or specifications without purchasing of said designs/specifications and obtaining the written consent of Eakes Office Solutions.

**THIRD PARTY SPECIFICATION** - If the furniture is specified or purchased through a third party, Eakes Office Solutions will not be responsible for selections of size, type, fabric, style, or color of the furniture. This shall be the responsibility of the third party.

**WARRANTY** - All furniture is warranted by the manufacturer. No agent or representative of Eakes Office Solutions is authorized to make any representations or warranties unless in writing, signed by an officer of Eakes Office Solutions and made part of these terms and conditions of sale.

**DELAYS** - In the event that construction delays or other causes not within Eakes Office Solutions' control force postponement of the installation, the furnishings will be stored until installation can be resumed, and will be considered accepted by the buyer for the purpose of payment. Transfer and storage charges incurred shall be paid by the buyer.

**BLANKET AGREEMENT** - If a date range is included in the Quote/Proposal Date or Date Range field above, the buyer agrees to be bound by the terms and conditions contained in this Furniture Purchases Terms and Conditions agreement for all purchases made within the specified date range.

**LIABILITY** - The buyer shall be responsible, and assumes all liability, for any and all property damage and personal injury, including death, which may arise in connection with buyer's use or operation of the Furniture and/or Equipment.

**NO OTHER AGREEMENTS** - There are no other agreements, expressed or implied, other than those specified herein and those set forth in the specifications, delivery and installation schedules. The terms and conditions set forth herein and the above-mentioned documents may not be varied except upon the written agreement of both the buyer and Eakes Office Solutions.

Agreed and Accepted by (Customer Name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



REMIT TO: Manufacturers Edge, Inc.  
 5044 Industrial Road, Suite C  
 Farmingdale, NJ 07727  
 www.pumpcatalog.com  
 Phone: (800) 810-1053  
 Fax: (732) 223-2587

Quote	
Quote #:	Q-00192010
Date Quote:	7/27/2022
Expiry Date:	10/25/2022
Sales Rep:	Matthew Ponicsan Email: matthew@pumpcatalog.com Phone: (732) 372-0678
Prepared For:	Nick Nystrom Village of Eagle Email:nick@eaglene.gov Phone:(402) 781-2748

**Bill To:** Village of Eagle  
 PO Box 13  
 Eagle, NE 68347

**Ship To:** Village of Eagle  
 747 South 2nd St  
 Eagle, NE 68347

**Credit Terms:** NET 30

**Shipping:** In 5-6 weeks

**Customer Notes:** PER YOUR REQUEST  
 5022-98

**Shipping Method:** UPS GROUND

**Thank you for the opportunity to provide you with the following quotation.**

Quantity	Product Code	Line Item Description	Unit Price	Unit Of Measure	Total Price
1.0000	5022-98	AMT Pumps 5022-98 Stainless Steel Straight Centrifugal Pump. 1 HP, 115-208/230 Volts, 1 Ph (Single Phase), 60 Hz, TEFC - Totally Enclosed Fan Cooled Motor. 1-1/4" FNPT Suction, 1" FNPT Discharge, Solids Handling up to 1/8".	745.86	Each	745.86
<b>Subtotal</b>					<b>745.86</b>
<b>Shipping</b>					<b>140.00</b>
<b>Sales Tax</b>					
<b>Total</b>					<b>885.86</b>

## REQUEST FOR QUALIFICATIONS

In compliance with the requirements of the Clean Water State Revolving Fund (CWSRF), the Village of Eagle, Nebraska, is requesting qualifications for engineering service proposals to assist in a proposed improvement project(s) for its wastewater collection and/or treatment. These improvements may include upgrading of pump stations, up-sizing the trunk sewer main and expanding the wastewater treatment facility.

Information provided to the system must include:

- a) The experience and technical expertise of the firm with respect to sanitary sewer improvements and related work.
- b) The past record of performances of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedule deadlines.
- c) The firm's proximity to and familiarity with the area in which the project is located.
- d) References from all previous clients involved with the firm within the past five (5) years.

The municipality will interview a selected number of firms that submit proposals and choose one firm to prepare a preliminary engineering report for review by appropriate agencies.

Proposals will be accepted until August 1, 2022, and are to be submitted to:

Village of Eagle  
C/o Nick Nystrom, Village Clerk  
747 S. 2<sup>nd</sup> St.  
P.O. Box 130  
Eagle, NE 68347

Phone: 402-781-2748  
Email: [nick@eaglenc.gov](mailto:nick@eaglenc.gov)

## VILLAGE OF EAGLE

July 18, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on July 18, 2022 with Surman, Meier, Weyers and Caylor present. Todd 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.

Motion by Caylor, second by Meier, to approve the Eagle Fire & Rescue Pool Party on August 6, 2022. Voting: Ayes – 4. Motion carried.

Open Forum – James Dobbins (745 G St.) said he has heard from a friend that resides in Alvo that the interlocal agreement with Cass County Emergency Management Agency (CCEMA) for rescue services in that community was overturned and asked if that affects the Eagle Rescue Department. Luke Renken (Fire Captain) said there is a lot of misinformation going around, but ultimately, the Alvo Village Board is trying to get rid of CCEMA; this situation does not affect the Eagle Rescue Department. Weyers said CCEMA does not have an interlocal agreement with anybody; since CCEMA provides a non-transport ALS rescue service, they require a basic agreement, or letter, from each EMS provider in Cass County that they service to transport patients that CCEMA treats.

Motion by Meier, second by Weyers, to set August 14, 2022 as the closing date for the swimming pool for the 2022 season. Voting: Ayes – 4. Motion carried.

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

Motion by Caylor, second by Meier, to go into executive session at 7:44 p.m. to discuss Bryce Belt's six-month employee evaluation and to protect the reputation of the employee. Voting: Ayes – 4. Motion carried.

Chairperson Surman said the board has come out of executive session at 8:12 p.m. after discussing Bryce Belt's six-month employee evaluation.

Motion by Weyers, second by Caylor, to increase Bryce Belt's wage to \$18.00 per hour. Voting: Ayes – 4. Motion carried.

The meeting was adjourned at 8:13 p.m.

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson



## VILLAGE OF EAGLE

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Report from Fire & Rescue – Luke Renken (Fire Captain) reported 3 rescue calls, 2 fire calls and 3 car accidents since the June 20, 2022 board meeting. The department averaged 11 volunteer personnel per call. The Rural Fire District will be selling the old fire truck currently sitting outside the station. Renken said the department held a mass casualty training last week. Surman said he has noticed individuals wearing Eagle Fire & Rescue t-shirts that are no longer on the department and asked if these are typically retrieved when they are no longer active members. Renken said no; typically these scenarios are the result of a former member purchasing t-shirts while they were still on the department. Nystrom reminded Eagle Fire & Rescue to submit their budget requests to the Village Office by no later than July 25, 2022.

Motion by Caylor, second by Meier, to approve the Eagle Fire & Rescue Pool Party on August 6, 2022. Voting: Ayes – 4. Motion carried.

Open Forum – James Dobbins (745 G St.) said he has heard from a friend that resides in Alvo that the interlocal agreement with Cass County Emergency Management Agency (CCEMA) for rescue services in that community was overturned and asked if that affects the Eagle Rescue Department. Luke Renken (Fire Captain) said there is a lot of misinformation going around, but ultimately, the Alvo Village Board is trying to get rid of CCEMA; this situation does not affect the Eagle Rescue Department. Weyers said CCEMA does not have an interlocal agreement with anybody; since CCEMA provides a non-transport ALS rescue service, they require a basic agreement or letter from each EMS provider in Cass County that they service to transport patients that CCEMA treats.

Discuss/possible action: Sidewalk repairs alongside the alleyway on the north side of F Street between 4<sup>th</sup> & 5<sup>th</sup> Street – Photos of the sidewalk were provided to the Village Board for the purpose of positive identification. Surman said this portion of sidewalk has been deteriorating for quite some time. Nystrom said he received a complaint at the Village Office that individuals are catching their tires on the concrete when accessing the alleyway. Surman said it is his opinion the sidewalk needs to be torn out and replaced. The Village Board agreed. The maintenance department was

directed to obtain bids to remove and replace the sidewalk. Agenda item tabled until the August 2, 2022 board meeting.

Motion by Meier, second by Weyers, to set August 14, 2022 as the closing date for the swimming pool for the 2022 season. Voting: Ayes – 4. Motion carried.

Report on Streets and Maintenance – Klabenes said the sprinklers were fixed at the sand volleyball court; lines were painted on the basketball court and two trees were cut down at the park and Highway shop. Klabenes said the booster pump at the pool is not working due to bearings being out in the motor. Surman said there is a willow tree in the drainage ditch where the flume comes down from Applewood Drive and Parkview Avenue that needs to be cut down before it falls. The Village Engineer is in the process of reviewing the complaint from the property owner at 110 South 4<sup>th</sup> Street where rock is washing into the yard from A Street. Caddy said next week the plan is to begin painting crosswalks and curbs. Surman said there are still vehicles that park along 6<sup>th</sup> Street after it was recently decided to make both sides of the street no parking. Nystrom was directed to place a tag on the vehicles that remain parking on the street and warn them they will be towed if they continue to be in non-compliance.

Report on Wells and Sewer – Klabenes said there have been high inflows at the WWTP during and after heavy rain events; this information was forwarded to the Village Engineer who determined the amount of inflow is still within an acceptable range per State of Nebraska regulations. Klabenes submitted lead and copper water samples this month. Caddy and Belt have been working on flushing fire hydrants. Klabenes said the South Meadows lift station transfer switch control box was not working and has since been replaced by Nebraska Generator. A relay was replaced on the Hartland Estates lift station and it has been working properly ever since.

Discussion: Budget deliverables deadline of July 25, 2022 and upcoming Budget Workshop – Surman reminded the Village Board that all budget requests and information must be submitted to the Village Office by no later than July 25, 2022. Surman said there is a federal mandate to begin inspections for lead and copper water service lines that has to be taken into consideration during the next budget cycle. Nystrom said the plan is to have the Budget Workshop one day during the last full week in August; if there are any scheduling conflicts, the Village Board was asked to make him aware as soon as possible.

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

Report from Committees and Boards – Meier said he would like to see a quote on the next agenda for a new booster pump to service the swimming pool slide. Meier requested a proposal from OPPD to install an additional overhead light at the sand volleyball courts and an additional light at Monument Park to display the wooden eagle statue at night. Caylor asked how the new security camera system is working.

Nystrom said the new system is working well; there are probably a few areas that could use additional cameras at some point for better observance. Caylor said the Health Board will get together again soon to review properties that contained nuisance violations. Weyers had questions about what was allowed by law when the Village moves forward with abating nuisances on private property. Surman suggested the Village Attorney provide feedback on these questions at the next meeting when she is present.

Motion by Caylor, second by Meier, to go into executive session at 7:44 p.m. to discuss Bryce Belt's six-month employee evaluation and to protect the reputation of the employee. Voting: Ayes – 4. Motion carried.

Chairperson Surman said the board has come out of executive session at 8:12 p.m. after discussing Bryce Belt's six-month employee evaluation.

Motion by Weyers, second by Caylor, to increase Bryce Belt's wage to \$18.00 per hour. Voting: Ayes – 4. Motion carried.

The meeting was adjourned at 8:13 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 July 18, 2022 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson

## **§6-118 DANGEROUS DOGS; DEFINITIONS**

Animal Control Authority shall mean an entity authorized to enforce the animal control laws of a Municipality.

Animal Control Officer shall mean any individual employed, appointed, or authorized by an animal control authority for the purpose of aiding in the enforcement of this act or any other law or ordinance relating to the licensing of animals, control of animals, or seizure and impoundment of animals and shall include any state or local law enforcement or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

Dangerous Dog shall mean any dog that, according to the records of an animal control authority:

- A. has killed a human being, or,
- B. has inflicted injury on a human being that requires medical treatment; or
- C. has killed a domestic animal without provocation ; or
- D. has been previously determined to be a potentially dangerous dog by an animal control authority and the owner has received notice of such determination and such dog inflicts an injury on a human being that does not require medical treatment, injures a domestic animal or threatens the safety of humans or domestic animals.

The dog shall not be defined as dangerous under B, if the individual was tormenting, abusing, assaulting the dog at the time of the injury or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog. A dog shall not be defined as a dangerous dog under D, if the injury, damage or threat was sustained by an individual who, at the time, was committing a willful trespass as defined in Chapter 28 of the Revised Laws of Nebraska, as they may be amended from time to time; was committing another tort upon the property of the owner of the dog, was tormenting, abusing or assaulting the dog, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

Domestic Animal shall mean a cat or dog or livestock as defined in Chapter 54 of the Revised Laws of Nebraska, as they may be amended from time to time.

Medical Treatment means treatment administered by a physician or other licensed health care professional.

Owner shall mean any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog.

Potentially Dangerous Dog shall mean:

- A. Any dog that when unprovoked:
  - 1. inflicts an injury on a human being that does not require medical treatment, or

2. injures a domestic animal, or;

3. chases or approaches a person upon streets, sidewalks, or any public grounds in menacing fashion or apparent attitude of attack, or;

B. Any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals. (Ref. 54-617 RS Neb.)

#### **§6-119 DANGEROUS DOGS; REMOVAL**

All dogs that have been defined as DANGEROUS must be removed from the Municipality.

#### **§6-120 DANGEROUS DOGS; FAILURE TO COMPLY**

Any dangerous dog may be immediately confiscated by a Municipal Maintenance Employee or other authorized person if the owner is in violation of this article. The owner shall be responsible for the reasonable costs incurred during the capture and shelter of the dangerous dog or for the destruction of any dangerous dog if the action by the person designated by the Governing Body is pursuant to law and if the owner violated this article.

In addition to any other penalty, a court may order the person designated by the Governing Body to dispose of a dangerous dog in an expeditious and humane manner. (Ref. 54-620 RS Neb.)

#### **§6-121 DECLARATION OF DANGEROUS DOG; REQUIREMENTS OF OWNER**

Upon declaration that a dog is a dangerous dog, it shall be spayed or neutered and implanted with a microchip identification number by a licensed veterinarian within thirty days after such declaration. The cost of both procedures is the responsibility of the owner. Written proof of both procedures and the microchip identification number shall be provided to the animal control authority or Municipal Clerk after the procedures are completed.

#### **§6-122 DANGEROUS DOGS; CONFINEMENT**

While unattended on the owner's property, a dangerous dog shall be securely confined, in a humane manner, indoors or in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the dog from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground. The pen or structure shall also protect the dog from the elements. The owner of a dangerous dog shall post a warning sign on the property where the dog is kept that is clearly visible from all areas of public access and inform persons that a dangerous dog is on the property. Each warning sign shall be no less than ten inches by twelve inches and shall contain the words warning and dangerous animal in high-contrast lettering at least three inches high on a black background. (Ref. 54-609 RS Neb)

#### **§4-303 NUISANCES; ABATEMENT PROCEDURE**

1. It shall be the duty of every owner, occupant, lessee, or mortgagee of real estate in the Municipality or within the zoning jurisdiction to keep such real estate free of public nuisances. In the event a report of a condition that has been declared a public nuisance by Ordinance or Board of Health report declaring a public nuisance is filed with the Municipal Clerk, the Municipal Clerk shall thereupon cause notice to be served upon the owner or owner's duly authorized agent, and to the occupant, if any, of the real estate so affected. Such notice shall describe the condition declared to be a public nuisance; state that said condition has been declared a public nuisance, and that the condition must be abated and removed within no less than five (5) days after receipt of such notice. Such notice shall state that within five days after receipt of such notice, the owner or occupant of the lot or piece of ground may request a hearing with the Municipality to appeal the decision to abate or remove a nuisance by filing a written appeal with the office of the Municipal Clerk.

2. Notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by the Municipal Clerk by First-Class mail (envelope conspicuously marked for its importance), personal service or certified mail. In all nuisance abatement actions, if notice by First Class mail (envelope conspicuously marked for its importance), personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the Municipality or by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated or removed.

3. Said notice may be in the following terms: "To (owner &/or occupant of premises) of the premise known and described as (legal description/address): You are hereby notified that a report has been filed with the Municipal Clerk's office indicating condition(s) exist upon the real estate you own and/or occupy which have been declared to be (a) public nuisance(s) by Ordinance. The causes for this decision are (here insert the facts as to the conditions found to be public nuisance(s) as described in the report or indicate that the report is attached). You must remove and abate said condition(s) within five (5) days from the date of receipt of this notice or the Municipality will proceed to do so. Within five (5) days after receipt of this notice, you may request a hearing with the Municipality to appeal the decision to abate or remove the nuisance by filing a written appeal with the office of the Municipal Clerk. In the event the Municipality has the work done, the Municipality may levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited or recover the same in a civil action as provided by law."

4. A hearing on the appeal shall be held within fourteen (14) days after the filing of the appeal and shall be conducted by a hearing officer (an elected or appointed officer) appointed by the Governing Body. The hearing officer shall render a decision on the appeal within five (5) business days after the conclusion of the hearing. If the appeal fails, the Municipality may have such work done, unless an appeal is taken to the District Court. Within five (5) days after receipt of such notice (or posting/publication if necessary), if the owner or occupant of the lot or piece of ground does not request a hearing with the Municipality or fails to comply with the order to abate and remove the nuisance, the Municipality may have such work done. The costs and expenses of any such work shall be

paid by the owner. Upon completion of the work by the Municipality, a statement of the cost of such work shall be transmitted to the owner. If unpaid for two (2) months after such work is done and request for payment is sent by First Class Mail (envelope conspicuously marked for its importance) , the Municipality may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys. (Ref. §§17-563 and 18-1720 RS Neb) (Amended Ord NO 2015-12, 4/7/15)

#### **§4-304 NUISANCES; JURISDICTION**

The Health Board is directed to enforce this Municipal Code against all nuisances. The jurisdiction of the Health Board, Governing Body, the hearing officer and court shall extend to, and the territorial application of this Chapter shall include, all territory adjacent to the limits of the Municipality within the HEATH AND SANITATION 4-11 extraterritorial zoning jurisdiction thereof and all territory within the corporate limits. (Ref. 18-1720 RS Neb.) (Amended Ord NO 2015-12, 4/7/15)

**§4-305 NUISANCES; DEAD OR DISEASED TREES**

(1) It is hereby declared a nuisance for a property owner to permit, allow, or maintain any dead, damaged, or diseased trees within the right-of-way of streets within the corporate limits of the Municipality.

(2) It is hereby declared a nuisance for a property owner to permit, allow, or maintain any dead, damaged, or diseased trees on private property within the corporate limits of the Municipality. For the purpose of carrying out the provisions of this section, the Municipality shall have the authority to enter upon private property to inspect the trees thereon.

(3) Notice to abate and remove such nuisance and notice of the right to a hearing and the manner in which it may be requested shall be given as provided in section 4-303, and the process set forth therein shall apply. Within five (5) days after the receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing or fails to comply with the order to abate and remove the nuisance, the Municipality may have such work done and may levy and assess all or any portion of the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied or assessed. (Ref. 17-555, 18-1720, 28-1321 RS Neb.) (Amended Ordinance 2018-6)



# Nebraska Revised Statute 17-509

## 17-509.

Streets and malls; power to improve; districts.

The governing body of any city of the second class or village may grade, partially or to an established grade, change grade, curb, recurb, gutter, regutter, pave, gravel, regravels, macadamize, remacadamize, widen or narrow streets or roadways, resurface or relay existing pavement, or otherwise improve any streets, alleys, public grounds, public ways, entirely or partially, and streets which divide the city or village corporate limits and the area adjoining the city or village; construct or reconstruct pedestrian walks, plazas, malls, landscaping, outdoor sprinkler systems, fountains, decorative water ponds, lighting systems, and permanent facilities; and construct sidewalks and improve the sidewalk space. These projects may be funded at public cost or by the levy of special assessments on the property especially benefited in proportion to such benefits, except as provided in sections [19-2428](#) to [19-2431](#). The governing body may by ordinance create improvement districts, to be consecutively numbered, which may include two or more connecting or intersecting streets, alleys, or public ways, and may include two or more types of improvements authorized under this section in a single district in one proceeding. All of the improvements which are to be funded by a levy of special assessment on the property especially benefited shall be ordered as provided in sections [17-510](#) to [17-512](#), unless the governing body improves a street which divides the city or village corporate area and the area adjoining the city or village. Whenever the governing body of any city of the second class or village improves any street which divides the city or village corporate limits and the area adjoining the city or village, the governing body shall determine the sufficiency of petition as set forth in section [17-510](#) by the owners of the record title representing more than sixty percent of the front footage of the property directly abutting upon the street to be improved, rather than sixty percent of the resident owners. Whenever the governing body shall deem it necessary to make any of the improvements authorized under this section on a street which divides the city or village corporate limits and the area adjoining the city or village, the governing body shall by ordinance create the improvement district pursuant to section [17-511](#) and the right of remonstrance shall be limited to owners of record title, rather than resident owners.