

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
AUGUST 3, 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 Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Open Forum.
4. 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.
5. Discuss/possible action: Consideration of recycling proposals.
6. Discuss/possible action: Set date to close the swimming pool for the 2021 season.
7. Discuss/possible action: Approve Eagle Fire & Rescue Pool Party.
8. Discuss/possible action: 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.
9. Discuss/possible action: First reading of Ordinance 2021-12 – Human Resources and Personnel Committee Duties and Authority.
10. Discuss/possible action: Resolution 2021-06 – Commemorating 130 years of incorporation.
11. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
12. Discuss/possible action: Approve claims.
13. Discuss/possible action: Municipal reclassification.
14. Report from Attorney.
15. Report from Clerk/Treasurer.
16. Discuss/possible action: Annual employee evaluation for Curtis Klabenes.

17. Discuss possible action of hiring full-time maintenance employee.

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"/>
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"/>
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"/>
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"/>
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"/>

Notes.

--

Terms And Conditions Duration And Renewal Period.

Terms And Conditions.

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>
---	--

 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
- Hefty Energy Bag (list attached)

Starter kit for the Hefty Energy Bag will be provided for each household free of charge. Additional bags can be purchased by residents at HyVee, Bakers, Family Fare, Home Depot, Target, and Menards. We can also discuss alternative methods for additional bags i.e. making them available for purchase through town hall.

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

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

Drop Off Service

20 yard roll off recycling containers provided and maintained by Firststar Fiber (1 container in situ, swapped out as needed)

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

Same materials accepted as Curbside Reward Service.



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TSR USER 800-833-7252 (TTY)
Web Address <http://www.lcc.nebraska.gov/>

Today's Date: July 15, 2021
From: Lisa Steward
To: City Clerk of Eagle

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: Casey's Retail Company
Trade Name (DBA): Casey's General Store 2968
License Number: D-092856
Manager Name: Carter, Krystal M
Due Date: August 30, 2021

- ☐ APPROVED
☐ NO LOCAL RECOMMENDATION
☐ DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: Nick Nystrom Date: August 3, 2021

Janice M. Wiebusch
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

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.

WHEREAS, the Village has set forth, as one of the standing committees of the governing body, the Human Resources and Personnel Committee, and

WHEREAS, the governing body deems it in order to set forth certain delegated duties to said committee for the purpose of dealing with day-to-day personnel matters which arise within the Municipality and which require some time-sensitive decision making, but which do not extend to hiring or termination decisions, which are within the province of the governing body, and

WHEREAS, the governing body additionally wishes to set forth the description of duties of the members of said committee, in the interest of efficiency and establishing a point of contact for employees to address concerns, rather than to the entire Board of Trustees,

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA, as follows:

SECTION 1. That Chapter 2, Article 1, of the Eagle Municipal Code be amended by adding a new section numbered 2-102 to read as follows:

§2-102 HUMAN RESOURCES AND PERSONNEL COMMITTEE; DESCRIPTION OF DUTIES AND AUTHORITY.

This committee shall:

- (1) Formulate and recommend to the governing body policy, rules, regulations and ordinances for the orderly management of all municipal employees.

- (2) Formulate and recommend to the governing body employee performance evaluation methods, which may include forms and process.
- (3) Formulate and recommend to the governing body a comprehensive set of job descriptions for all employment positions, which may include amendments and modifications as well as set forth descriptions for new positions.
- (4) Assist the governing body in the screening and interview process related to the hiring of personnel, including the facilitation of initial interviews and recommendations to the governing body in making hiring decisions.
- (5) Assist the governing body in preparing employee performance evaluations for the governing body's review, comments and approval.
- (6) Attend to employee concerns and complaints directly with employees and others, conduct investigations as to concerns and complaints, maintain disciplinary records and oversee personnel file reports.
- (7) Review and approve requests for paid time off and leave time and report the same to the governing body if requested.
- (8) Have the authority to issue orders of discipline up to, but not including, discharge, suspension or termination decisions, which are reserved to the governing body.

SECTION 2. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the governing body of the Village of Eagle, Nebraska, 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.

SECTION 3. That all Ordinances and parts of Ordinances passed and approved prior to the passage, approval, and publication of this Ordinance, in conflict herewith, are hereby repealed.

SECTION 4. That this Ordinance shall be published in pamphlet form and shall be in full force and take effect from and after its passage and approval as provided by law.

SECTION 5. That this Ordinance shall be made a part of the Municipal Code of the Village of Eagle, Nebraska.

PASSED AND APPROVED this ____ day of _____, 2021.

VILLAGE OF EAGLE, NEBRASKA

By:

John Surman, Its Chair

ATTEST:

Nick Nystrom, Its Clerk

(SEAL)

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.

PASSED AND APPROVED this _____ day of August, 2021.

VILLAGE OF EAGLE, NEBRASKA

(SEAL)

By: _____
John Surman, Its chair

Nick Nystrom, Its Village Clerk

VILLAGE OF EAGLE

July 19, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on July 19, 2021 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Open Forum – Marcus Hochstein (625 S. 4th St.) asked if the Village Board has had any discussion about selling the Highway Shop at 440 Highway 34. Moore said the Buildings & Grounds Committee has not had any discussion or consideration in selling the property at this time. James Dobbins (745 G St.) said he has been putting together a list of what residents of the community would like to see happen if ATV's, UTV's and golf cars are approved for operation on the local streets. Surman said the ordinance pertaining to these vehicles is under review by legal and law enforcement; it is his understanding law enforcement will not inspect the mechanical parts of these vehicles. Dobbins said there are a number of state regulations on these styles of vehicles even for operation on local streets and encouraged these regulations to be included in Village ordinance. Surman said the rules are not being followed now when the current law forbids the operation of off-road vehicles on the streets altogether; just today an individual visited the office to pay a utility bill while driving an ATV. Dobbins said he understands the concern because even some of the individuals at the meeting in support of legalizing off-road vehicles have been seen recently driving them even though they assured the Village Board they would follow the rules if they were legal to operate. Surman said if these vehicles are being operated illegally now they will likely continue to be operated illegally even if the law is changed.

Motion by Moore, second by Caylor, to approve Nebraska Rural Water Association to perform water valve exercising services in an amount not to exceed \$1,000.00. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Weyers, to approve the purchase of solenoid valves from Rose Equipment for the street sweeper in an amount not to exceed \$800.00. Voting: Ayes – Caylor, Meier, Weyers, Surman. Nays – Moore. Motion carried.

Motion by Moore, second by Caylor, to approve the purchase of an Echo extendable pole saw from Small Engine Specialists in the amount of \$549.99. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Moore, to approve the contract termination with Aramark Uniform Services in the amount of \$549.07. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Moore, to approve Curtis Klabenes and Nick Nystrom attending a Grade IV Water Operator Continuing Education Course in either Tecumseh (September 16, 2021) or Seward (October 14, 2021) at a cost of \$55.00 per person. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to authorize the Village Clerk to send a letter granting the property owner of 520 South 1st Street thirty days to connect to the public sanitary sewer system and to abandon the existing septic tank. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Meier, to approve the purchase of replacement lifeguard stand seats in the amount of \$322.00 each plus shipping. Voting: Ayes – Weyers, Moore, Meier, Caylor. Nays – Surman. Motion carried.

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

The meeting was adjourned at 8:22 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

July 19, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on July 19, 2021 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Report from Fire & Rescue – Hank Oetjen (Fire Chief) reported 4 rescue calls and 1 car accident since the June 21, 2021 board meeting. Frazier Construction is underway on the restroom remodel at the fire department. Oetjen said he is working on the department's budget for next fiscal year. Meier requested the maintenance department order anti-seize so the fire department can flush fire hydrants in the next couple of months.

Open Forum – Marcus Hochstein (625 S. 4th St.) asked if the Village Board has had any discussion about selling the Highway Shop at 440 Highway 34. Moore said the Buildings & Grounds Committee has not had any discussion or consideration in selling the property at this time. James Dobbins (745 G St.) said he has been putting together a list of what residents of the community would like to see happen if ATV's, UTV's and golf cars are approved for operation on the local streets. Surman said the ordinance pertaining to these vehicles is under review by legal and law enforcement; it is his understanding law enforcement will not inspect the mechanical parts of these vehicles. Dobbins said there are a number of state regulations on these styles of vehicles even for operation on local streets and encouraged these regulations to be included in Village ordinance. Surman said the rules are not being followed now when the current law forbids the operation of off-road vehicles on the streets altogether; just today an individual visited the office to pay a utility bill while driving an ATV. Dobbins said he understands the concern because even some of the individuals at the meeting in support of legalizing off-road vehicles have been seen recently driving them even though they assured the Village Board they would follow the rules if they were legal to operate. Surman said if these vehicles are being operated illegally now they will likely continue to be operated illegally even if the law is changed.

Discuss/possible action: Approve Nebraska Rural Water to perform water valve exercising services in an amount not to exceed \$1,000.00 – Surman said there is a requirement to sign a waiver acknowledging that it is possible for damage to occur during the course of valve exercising and that Nebraska Rural Water Association (NeRWA) is to be held harmless from any and all liability relating to the process. Nystrom said this is a project that has been discussed for quite some time and this

year there is money in the budget to proceed. Moore asked if NeRWA has performed this service for Eagle in the past. Nystrom said he is unsure but they have not in the last 10 years. Surman said the Village had its own valve exercising equipment in the past but it has since been sold. Nystrom said if approved NeRWA has Eagle on its tentative schedule for August 2-3, 2021. Moore said information regarding the work can be relayed to the public on Facebook and via the website.

Motion by Moore, second by Caylor, to approve Nebraska Rural Water Association to perform water valve exercising services in an amount not to exceed \$1,000.00. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve purchase of solenoid valves from Rose Equipment for the street sweeper in the amount of \$763.28 – Moore said he still has concerns that money keeps getting pumped into this machine even though it never works the way it should; he feels the Village Board needs to reconsider options for the purchase of a new street sweeper soon. Moore said he has heard numerous complaints about the amount of gravel and sand on the streets especially from those individuals that drive motorcycles. Surman said the cost of a new street sweeper is in excess of \$250,000 and even if you spent \$5,000 per year on repairs to the existing machine you wouldn't come close to the annual payments on a new one. Moore said no matter how much money is spent on the existing street sweeper it doesn't do its job effectively. Meier asked if there are any companies willing to sweep the streets a couple of times per year. Surman and Moore agreed that no interest was ever received in performing this work. Moore said the avenue of renting a street sweeper on an as needed basis could be explored again as well.

Motion by Meier, second by Weyers, to approve the purchase of solenoid valves from Rose Equipment for the street sweeper in an amount not to exceed \$800.00. Voting: Ayes – Caylor, Meier, Weyers, Surman. Nays – Moore. Motion carried.

Discuss/possible action: Approve purchase of extendable pole saw from Small Engine Specialists in the amount of \$649.99 – Meier asked what brand of pole saw is being considered. Nystrom said the unit on the bid sheet before the Village Board tonight is a Stihl; an Echo brand can also be purchased from Small Engine Specialists in the amount of \$549.99. Surman said the existing pole saw cannot be extended and creates a safety issue because the operator needs to stand almost directly underneath a tree to cut branches. Meier said the Echo brand commonly has a three-year warranty as opposed to a one-year warranty with Stihl.

Motion by Moore, second by Caylor, to approve the purchase of an Echo extendable pole saw from Small Engine Specialists in the amount of \$549.99. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider contract termination with Aramark Uniform Services in the amount of \$549.07 – Moore said for a few years now it has been his and Nystrom's opinion to terminate the contract with Aramark once it becomes

feasible; the weekly service is costly and the overall quality of service has diminished over time. Weyers asked if it is worth waiting until the contract expires. Nystrom said he has had little success tracking down the current contract with Aramark and getting any kind of response from the company has proved challenging.

Motion by Caylor, second by Moore, to approve the contract termination with Aramark Uniform Services in the amount of \$549.07. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Eagle Bark Park proposal – Caylor provided a copy of the Eagle Bark Park Proposal on behalf of the Eagle Parks & Recreation Commission which included a project summary, outline and budget. Surman asked where the dog park is proposed to be located. Caylor said the green space adjacent to 6th & G Street; the sand and gravel lot would be used as a parking lot for said park. Terri Todd (940 Applewood Dr.) said as a member of the Eagle Parks & Recreation Commission she is opposed to this proposal based on the results of the 2020 survey conducted by the commission; establishing a dog park was seventh on the list of eight items that the community wished to prioritize for this year. Surman said one of his initial concerns was the existing lot is not park ground; he did check into this concern and was made aware that legally the ground can be converted into a park space, which makes this a non-issue. Additionally, Surman said the property is zoned RU (Residential Urban) and public recreation areas such as parks are a permitted use in said district. Caylor said there have been quite a few individuals approach the Park Committee regarding dogs running loose around town and in the park as well as dog waste on the tennis court; the Park Committee felt a dog park would address the desire to allow dogs to play off leash without giving up a lot of property. Caylor said out of the three sites considered, the site at 6th & G Street does not have water reservoirs underneath it; this is necessary because fecal matter cannot be on top of springs of water. Surman said part of the property is a vacated portion of 6th Street and half of this vacated area went to each adjacent lot; he wanted the Park Committee to be aware of this when establishing where the property line lies. Surman expressed concerns with the Army Corps of Engineers and whether they would be satisfied with this project or if they would claim it affects a navigable creek. Caylor said the plan does not include any changes to the creek. Surman expressed concerns with the potential of animal waste washing into the creek as well. Todd said she is concerned that this project was not thoroughly discussed with the Parks & Recreation Commission. Caylor said a meeting with the Parks & Recreation Commission was held in April, May and June to discuss the idea of a dog park. Todd said the meeting in June was the only meeting she was made aware of. Marcus Hochstein (625 S. 4th St.) asked who was present during the meetings prior to June. Caylor said it was herself, Meier and Elizabeth Umshler. Todd said she and another member were not made aware of the prior meetings. Caylor said the meeting dates were published by Umshler on Facebook. Todd said it was not posted on Facebook where all of the members could see it. Caylor apologized and said it was supposed to be posted by Umshler if it wasn't. Todd asked where the meeting minutes are available to review. Caylor said there was nothing published from the prior meetings. Todd said the meeting agendas and minutes are supposed to be publicly available.

Caylor said it was a short meeting about what to do with the budget money. Todd asked why the idea was to jump to the seventh item on the list (dog park) based on the results of the 2020 community survey. Caylor said she was never given the survey at any of the meetings. Todd said the survey could have been shared if all of the members were invited to the meetings. Caylor said the survey could have been shared at the June meeting. Todd said all the June meeting consisted of was telling the Park & Recreation Commission what was going to be proposed for a dog park and the other members were not included in any decisions whatsoever. Caylor said the June meeting was held for discussion and no additional input was received. Todd said the community survey was established before Caylor was even on the Village Board. Caylor asked why these concerns were not brought up at the Parks & Recreation Commission meeting in June when everyone was present. Todd said because she was blown away by what was being presented; in the past the commission met as a full group, made decisions as a team and worked together on projects (i.e. painting the park shelters and purchasing grills). Caylor said she cannot read minds and was open to discussion on other projects. Moore said the minutes from the prior year's Parks & Recreation Commission meetings are available on the website and all meeting agendas were publicized in advance in the three public posting areas around town; the 2020 community survey is also available on the eaglene.gov website. Moore said he has concerns with the proposal tonight because the commission from prior years worked really hard and took the time to collect input from the citizens and two of the top priorities were playground equipment updates on the west side of the park and baseball field updates; if you review the past minutes, the budgeted park improvements were for projects like these. Surman asked what type of material the proposed 20-foot bridge is constructed of. Caylor said the bridge is aluminum. Surman said the proposed dog park budget before the Village Board tonight currently totals \$24,188 and does not yet include the price of cleaning up the parking lot space and tree removal. Caylor said she is still working on obtaining quotes for these items. Terry Caddy said if the project moves forward a new location would have to be established to dump concrete and construction debris; these items are currently stored where the proposed parking lot would be. Caddy would also recommend an asphalt parking lot for ease of snow removal. Weyers said she has a friend that works at a veterinary hospital and they get a lot of business because of injuries sustained at dog parks; she also has concerns with a dog park being positioned adjacent to Highway 34. Moore asked if the Village Attorney was consulted about the potential for liability. Caylor said yes; signage would be installed stating that the use of the facility is at your own risk. Surman thanked Caylor for her work on the Eagle Bark Park proposal. No action taken.

Report on Streets and Maintenance – Surman said it appeared on the water bill this month to keep trees trimmed at least 8 feet above all sidewalks; on his walk home today he encountered branches hanging low enough to hit him in the face along F Street and on 3rd Street between E and F Streets. Moore said he has also noticed some of line of sight issues with trees blocking visibility on the streets. Surman said the replacement emergency siren head at 11th & Wulf Drive was not very loud when it last sounded. Nystrom will follow up with Blue Valley Public Safety to determine if the

volume can be increased or if there is an obstruction inside the siren itself. Surman said the property at 630 Wulf Drive appears to have poison ivy presently growing next to the adjacent sidewalk. Nystrom will inspect the condition and send a nuisance notice to the property owner if necessary. Moore suggested involving the Cass County Weed Control Board as well. Surman said Hein Construction completed crack sealing the streets for this year.

Report on Wells and Sewer – Surman said Curtis Klabenes will become the primary wastewater operator effective October 1, 2021 when the agreement with People Service expires. People Service noted an issue at the trailer park where the crane that lifts the pump out of the lift station was tampered with; a padlock is now in place to secure the crane. Surman said a couple of water leaks were fixed since the last meeting.

Motion by Weyers, second by Moore, to approve Curtis Klabenes and Nick Nystrom attending a Grade IV Water Operator Continuing Education Course in either Tecumseh (September 16, 2021) or Seward (October 14, 2021) at a cost of \$55.00 per person. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Update on sanitary sewer concerns at 520 South 1st Street – Surman said this is the property north of the school that was sent a letter in January where the property owner was asked to indicate whether or not he was connected to the public sanitary sewer system and to abandon the existing septic tank by April 1, 2021. Nystrom said it is his understanding that Lovell Excavating will be visiting the property tomorrow to camera the system and determine if it is connected to the public sanitary sewer system. Surman asked how much more time the Village Board wants to allow the property owner to come into compliance with Municipal Code. Nystrom said he received confirmation from the Village Attorney that if the property owner does not come into compliance with the request of the Village Board the water service at the property may be discontinued until which time compliance standards are met.

Motion by Moore, second by Weyers, to authorize the Village Clerk to send a letter granting the property owner of 520 South 1st Street thirty days to connect to the public sanitary sewer system and to abandon the existing septic tank. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Set date to close the swimming pool for the 2021 season – Surman said in the past the swimming pool has been closed the weekend after school begins; this year that date would be August 16, 2021. Meier said after speaking with the Pool Manager the thought was to try keeping the pool open on weekends only through September 12, 2021. Surman said he has concerns with keeping the pool open this late into the year on weekends only due to operation costs and the likelihood of chemicals becoming unbalanced; additionally, the maintenance department still needs to get the booster pump installed for the pool slide yet this year. Moore inquired as to if it would be worth leaving the pool open later into the

year only on weekends just for pool parties; this would generate more revenue and may justify leaving the pool open later. Caylor said she can get the opinion of the Pool Manager and staff on this idea. Surman said chemicals would still need to be balanced throughout the week to make sure the pool is operational on the weekends. Weyers said she does not see the feasibility in leaving the pool open strictly on weekends with no patrons during the week. Agenda item tabled until the August 3, 2021 meeting.

Discuss/possible action: Approve Eagle Fire & Rescue Pool Party – Meier said the thought was to schedule a pool party for September 11, 2021 but if the pool will not be open that date will not work. Agenda item tabled until the August 3, 2021 meeting.

Discuss/possible action: Approve purchase of replacement lifeguard stand seats in the amount of \$322.00 each plus shipping – Surman asked how many lifeguard stand seats are needed. Nystrom said it is his understanding two new seats are needed. Surman inquired about the delivery date. Nystrom said he is unsure; worst case scenario the seats wouldn't be available to use until next season. Surman questioned whether the seats need to be ordered now or if they can wait until next budget cycle. Terry Caddy recommended ordering the seats now to ensure availability.

Motion by Caylor, second by Meier, to approve the purchase of replacement lifeguard stand seats in the amount of \$322.00 each plus shipping. Voting: Ayes – Weyers, Moore, Meier, Caylor. Nays – Surman. Motion carried.

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

Report from Committees and Boards – Surman reminded the Village Board that budget preparation items should be submitted to the Village Clerk by the end of the month. Caylor said the tennis court remodel work will need to be redone after it was determined there are a number of “dead spots” and areas where the surface has pockets of air underneath it. Surman asked if the work will be done under warranty. Caylor said she is waiting to speak with Tennis Courts Unlimited regarding this matter. Meier said a concerned citizen approached him regarding the T-posts near the creek and the potential for injury if an individual is running and hits the posts; the recommendation was to put covers over the posts. Moore said the T-posts hold the snow fence in place so the volleyballs don't go into the creek and have been there for a number of years. Caylor said the sandy volleyball court was sprayed for sand wasps. Surman asked the Village Board to fill out an annual employee evaluation report for Klabenes so the Human Resources Committee can hold a review session with him. Moore said the Human Resources Committee is still waiting to hear back from legal on the employee handbook revisions. The Buildings & Grounds Committee has directed the maintenance department to order an ADA accessible ramp for the front entry door of the Municipal office. Moore asked if the Park Committee will have any other proposals before the Village Board this fiscal year. Caylor said yes; she is

taking advantage of a grant she is writing for new park equipment as well that is designed to engage the public in motion. Moore said stationary exercise equipment was an interest of the public from the 2020 survey as well. Caylor said there has also been some interest in utilizing the concrete space where the skate park was as a Pickleball court. Moore asked if the Street Committee will consider any projects next fiscal year. Weyers said project ideas have been discussed.

The meeting was adjourned at 8:22 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 19, 2021 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson