

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
SEPTEMBER 20, 2021
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

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

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

--PLEDGE OF ALLEGIANCE

1. Report from Fire & Rescue.
2. Discuss/possible action: Approve supply reimbursement to Eagle Fire & Rescue for Eagle Elementary Fire Awareness Day in the amount of \$400.00.
3. Discuss/possible action: Approve Eagle Vision's request for a drive-in movie event on October 23, 2021.
4. Discuss/possible action: Approve Eagle PTE's request for barricades and traffic cones for the 2021 Eagle Elementary Fun Run on October 22, 2021.
5. Open Forum.
6. Discuss/possible action: Second 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.
7. Discuss/possible action: Consideration of recycling proposals.
8. Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4.
9. Report on Streets and Maintenance.
10. Report on Wells and Sewer.
11. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
12. Report from Committees and Boards.
13. Discuss/possible action: Hiring for the Full-time Maintenance position.

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 device 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 specifically designed by the original manufacturer 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 is defined pursuant to Neb. Rev. Stat. §60-116.01 and 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 property, 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 24 hours after cessation of a snow storm (ATV and UTV only);
 5. If the operator is addressing storm damage within 24 hours after an emergency event as declared by the governing body (ATV and UTV only); or
 6. 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 according to Neb. Rev. Stat. § 60-6,356 and Neb. Rev. Stat. § 60-6,381 only if:
1. The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the 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 the highway;
 3. The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;
 4. In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road; 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, rights-of-way, or other property of the Municipality (except for the purposes set forth above).
- 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 an ATV, UTV, or Golf Car Vehicle as authorized by this code section shall:
 - 1. Have a valid Class O operator's license and be at least 17 years of age;
 - 2. Have proof of liability insurance coverage for the ATV, UTV, or Golf Car Vehicle while in operation upon a street and provide such insurance proof of coverage at the time of registration or 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 or Neb. Rev. Stat. § 60-6,381, 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 (provided by the Municipality) 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 child under the age of eight (8) years shall be a passenger on an ATV, UTV, or Golf Car Vehicle unless the vehicle is equipped with, and the child is restrained by, a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213 as developed by the National Highway Traffic Safety Administration.
- D. 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.

As provided in Neb. Rev. Stat. § 60-6,361, if an accident involving an ATV, UTV or Golf Car Vehicle results in 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 Neb. Rev. Stat. § 60-699.

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 Vehicle 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 shall be 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.

E. 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 Car 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, providing proof of liability insurance coverage as required in Section 5-506, and paying an annual fee of \$75.00 per vehicle. Upon filing and payment, the vehicle shall be inspected by the Municipal Clerk and the Municipal Clerk will issue the permit which shall be evidenced with a license plate and matching whip flag (as provided by the Municipality) affixed to the vehicle. In the event the plate or flag are lost, the Owner shall pay the Municipality for a replacement at the cost of \$50.00.
 - 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. A permit plate and a whip flag of not less than thirty (30) square inches 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, Nebraska Rules of the Road, and traffic laws. 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 November 1, 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 to 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)

AGREEMENT FOR RECYCLE SERVICE

Village of Eagle, NE

Recycle Service, Community Drop Site, Eagle, NE

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

WITNESSETH:

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

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

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

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

SECTION 3. Service to be provided:

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

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

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

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

SECTION 5.

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

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

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

ATTEST:

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

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

ATTEST:

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

Signature

Printed Name

Position

Proposed contract if Village of Eagle buys
a 30yd Self-Contained compactor for the
collection of
cardboard.

AGREEMENT FOR RECYCLE SERVICE

Village of Eagle, NE

Recycle Service, Community Drop Site, Eagle, NE

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

WITNESSETH:

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

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

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

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

SECTION 3. Service to be provided:

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

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

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

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

SECTION 5.

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

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

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

ATTEST:

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

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

ATTEST:

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

Signature

Printed Name

Position



www.swecoinc.com

September 3, 2021

Rick Mendoza
Quik Dump Refuse
P.O. Box 160
10330 N. 151st Street
Waverly, NE 68462

Refurbished Compactor Quote for Eagle, NE Recycling

One (1) refurbished pre-owned, Thirty (30) to Thirty-five (35) cubic yard, Self-contained Compactor
Includes:

Standard Cable, Outside Rail Understructure, Double end Pick up
Side Load Doghouse w/ one (1) door Access w/ Safety Interlock
Color-coded Pressure Monitor gauge - Mounted
Thermo oil heater
Power Unit Weather Shield
Breaker Bar Teeth
Container Guides & Stops
Paint - Your Choice of any one (1) available
Current Steel Surcharge

Price of Unit - \$17,248.61 FOB Omaha, NE plus any applicable sales tax.

Customer is responsible for a working electrical disconnect to site, and adequate concrete pad for compactor and all applicable taxes. Installation is not included in this quote and would be separate.

Please specify (208,220, or 460 volt) 3 Phase electric prior to ordering.

Due to the current instability in the oil and steel markets: Prices quoted may be subject to change without notice.
Please confirm rates prior to ordering.

Thank you for this opportunity to be of service to you, please contact me at 402/212-3747 to discuss this proposal in detail.

Respectfully,



Kelly R. Sell

Solid Waste Equipment Co., Inc.

7630 L Street, Omaha, NE 68127
office: 402.592.4200 · fax: 402.592.7492

Eagle Lake Wastewater Fee Proposal

Per Eagle Municipal Code §3-221, each customer shall be charged the base rate of \$31.00 per month. Additionally, the sum of \$4.00 shall be charged for each 1000 gallons of water metered.

1. Eagle Lake consists of 67 homes. Each customer will be charged the sewer base rate of \$31.00 per month. $67 \times \$31.00 = \mathbf{\$2,077.00}$ total per month.
2. \$4.00 per 1000 gallons of wastewater through the flow meter. Bob estimates 540,000 gallons in a 30-day period. On estimated average, $\$4.00 \times 540 = \mathbf{\$2,160.00}$ total per month.
3. The total monthly charge would be **\$4,237.00** (before any multiplier is issued, i.e. 175%)
 - a. $\$4,237.00 / 67 \text{ homes} = \63.24 per month, per household (before multiplier)

Questions

1. What, if any, multiplier does the Village Board wish to charge Eagle Lake for wastewater treatment services?
2. What do we want to charge for a wastewater service deposit? We charge a \$150.00 sewer deposit to new customers. $\$150.00 \times 67 \text{ homes} = \$10,050.00$. Is this refundable in two years if payments are made on time by the SID?
3. Others?

VILLAGE OF EAGLE

September 7, 2021

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

Open Forum – Tom Spaulding (435 Eagle Dr.) said he noticed the street sweeper broke down along Eagle Drive which created an oil slick and asked what attempts have been made to clean up the spill. Surman said it is his understanding the oil will be cleaned up tomorrow; a hydraulic hose had to be replaced on the unit and the priority today was to get it removed from the street.

Motion by Moore, second by Caylor, to table the second reading of Ordinance 2021-11. Voting: Ayes – 4. Motion carried.

Motion by Caylor, second by Meier, to approve the first year's payment of Stryker's Pro Care Services proposal for the secondary Lucas device at the Rescue Department in the amount of \$991.10 contingent upon proper proration determined to be found in the contract. Voting: Ayes – 4. Motion carried.

Motion by Caylor, second by Meier, to approve matching grant funds in the amount of \$2,500.00 for the purchase of new radios for Eagle Fire & Rescue. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Caylor, to approve Certificate of Payment No. 5 to Bauer Underground in the amount of \$6,795.90 for the Eagle F Street Paving Improvements Project. Voting: Ayes – 4. Motion carried.

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

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

Approved Claims: Wages 11,118.94, Board Wages 1,400.00, ABC Termite & Pest Control 119.00, Al's Johns 143.78, Allied Benefit Systems 3,277.26, Amazon Marketplace 225.37, American Exchange Bank 750.00, Ian Biehl 300.00, Black Hills Energy 101.06, BOK Financial 11,028.75, Bromm Lindahl Freeman-Caddy &

Lausterer 3,472.00, Casey's 677.12, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 2.65, Dollar General 64.45, Dunrite Homes 3,620.00, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 3,524.04, First Wireless 1,021.13, Isaac French 300.00, Frontier Cooperative 79.13, Google LLC 120.00, GWorks 3,000.00, Rick Hestermann 1,185.63, Image Trend 500.00, Immense Impact 549.45, John Hancock Investments 265.20, Knee Deep LLC 1,300.00, Lincoln Winwater Works 831.90, Lovell Excavating 1,000.00, Menards-South 290.58, Mara Mephram 300.00, Brandon Meyer 1,810.00, Mid-American Research Chemical 517.00, Midwest Insurance Exchange 4,498.00, Municipal Supply of Omaha 239.00, NE Dept of Rev 2,192.17, NE Public Health Env Lab 30.00, NE Rural Water Assn 740.00, Norland Pure 30.00, Taira Nystrom 450.00, Oncenter Construction 5,430.00, One Call Concepts 30.00, One Source Background Checks 19.00, OPPD 4,542.21, O'Reilly Auto Parts 54.41, People Service 5,496.00, Pioneer Overhead Door 249.25, Power Tech 500.00, Quick Med Claims 328.96, Sargent Drilling 600.00, Schemmer 1,700.00, Tractor Supply 41.93, UNUM 654.27, US Postmaster 294.70, USA Bluebook 294.90, Verizon Wireless 530.51, Voice News 415.02, Wahoo-Waverly-Ashland Newspapers 180.00, Jesse & Becky Westring 300.00, Windstream 468.01. Total of bills: **\$87,839.99**.

Approved Park Claims: Wages 3,840.54, ABC Termite & Pest Control 500.00, Aqua Chem 814.18, Black Hills Energy 41.94, OPPD 350.03, Jacob & Robin Sinner 35.00, Windstream 54.69. Total of bills: **\$5,636.38**.

Motion by Moore, second by Caylor, to go into executive session at 9:16 p.m. to discuss a six-month employee evaluation for Polly Frye and to protect the reputation of the employee. Voting: Ayes – 4. Motion carried.

Surman said the board has come out of executive session at 9:27 p.m. after discussing a six-month employee evaluation for Polly Frye.

Motion by Caylor, second by Meier, to increase Polly Frye's wage to \$15.25 per hour. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Caylor, to approve a conditional offer of employment to Cody Flint for the Full-time Maintenance position at a rate of \$25.00 per hour. Voting: Ayes – 4. Motion carried.

The meeting was adjourned at 9:58 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

September 7, 2021

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

Report from Law Enforcement – Sergeant Boehm said there were 8 citations, 8 warnings, 5 equipment violations and 31 calls for service during the month of August.

Discuss/possible action: Consider citation book options for law enforcement of Municipal ordinances – Freeman-Caddy provided the Village Board with a sample Uniform Citation and Complaint form she requested from the City of Wahoo Police Chief. The form is similar to what is seen for a state violation and is Nebraska specific. Freeman-Caddy said she wanted to present an option to the Village Board after they were told by law enforcement last month they will not write citations for Eagle because their computerized system is set up for state violations only; the request was made for Eagle specific forms that can be handwritten. Freeman-Caddy said interestingly enough she received a call from the Clerk at the Village of Greenwood who was working with the Cass County Sheriff's Department on a citation and she was told they didn't need any Greenwood specific forms; Eagle and Greenwood have the same basic Interlocal Agreement with the Sheriff's Department so she is unsure of what the difference is. Moore said he would recommend waiting on the approval of the forms presented tonight until feedback is received from the Sheriff's Department. A copy of the Uniform Citation and Complaint form was given to Sergeant Boehm to share with law enforcement for their review. Boehm said he was not present at last month's meeting but feels there may be an ability to add local ordinance violations to the existing system used by the Sheriff's Department. Freeman-Caddy said she is unsure; she has never received a citation from the Sheriff's Department that she has prosecuted in her tenure as the Eagle Village Attorney. Boehm was asked to discuss the citation system with the other members of law enforcement and identify the best approach to issuing local citations and report back to the Village Board. No action taken.

Discussion: Damage to Park playground equipment – The Village Board was provided photos of the damage to the dinosaur slide playground equipment on the east side of the park. Surman said there is irreparable damage to a single leg of the elevated structure that leads to the slide. Sergeant Boehm asked if there is an established time frame of when the damage occurred. Surman estimated sometime

in the last 1½ to 2 weeks. Maintenance has removed one section of damage to ensure the playground equipment is still structurally safe at this time. Surman said it is very disappointing to see this extent of vandalism and damage when the Village Board is considering spending \$40,000 next fiscal year to obtain new playground equipment. Moore asked if there is any security camera footage. Surman said no; the camera system was not pointed in that direction. Terry Caddy said it appears to be some type of vehicle damage. Surman encouraged law enforcement to pay close attention to the park area due to the recent uptick in vandalism.

Report from Building & Zoning Administrator – Hestermann not present. The Building Official Report indicated 1 new building permit, 3 certificates of occupancy and 33 inspections during the month of August. There are 31 total open permits to date.

Open Forum – Tom Spaulding (435 Eagle Dr.) said he noticed the street sweeper broke down along Eagle Drive which created an oil slick and asked what attempts have been made to clean up the spill. Surman said it is his understanding the oil will be cleaned up tomorrow; a hydraulic hose had to be replaced on the unit and the priority today was to get it removed from the street.

Discuss/possible action: Second 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 – Surman said unless someone has changed their vote from the last meeting, the second reading will likely go to a 2-2 vote tonight, meaning the item will not move in any direction one way or the other. Moore said he has a question regarding liability insurance coverage for the Village Attorney; in Section 5-506 of Ordinance 2021-11, an individual must provide proof of liability insurance coverage at the time of registration which is within the limits of Neb. Rev. Stat. § 60-509. Moore said he feels the amount of insurance coverage is low. Surman agreed and said \$50,000 is ridiculous if someone is killed due to an off-road vehicle. Moore said he believes the Village could require a higher amount of coverage. Freeman-Caddy said she is not sure if an individual could obtain a higher amount of coverage. Moore said the Village office would need a way to verify the amount of coverage regardless at the time of registration. Freeman-Caddy said the applicant may be required to bring in their insurance declarations page at the time of registration or request their insurance carrier to fax the Village office a copy of their coverage. Moore said at the last meeting the effective date of the ordinance was made to be November 1, 2021 when he originally proposed the effective date be December 31, 2021; with Weyers not present tonight, the first meeting in October (October 5, 2021) is the earliest possibility the ordinance will be passed which gives the office staff only three weeks to get supplies ordered and in stock and get law enforcement up to speed on the new law. Moore asked if Meier or Caylor have a draft registration application and an application process in mind that has been shared with the Village office; the Village Board needs to do its due diligence and give the staff adequate time to be prepared. Further, Moore said if a November 1, 2021 effective date is in place, who is going to pay the \$75.00 application fee for two months to then turn around and re-register in January? Another possibility is individuals may think their license is valid until

November 1, 2022 if they first get licensed on November 1, 2021. Caylor said she feels this is a valid point. Surman asked how long it will take to receive license plates and whip flags once an order is placed. Meier said one to two weeks. Surman said in the event anybody wonders he will still vote against the passage of this ordinance because he represents all individuals in town and not just those that come to the meeting in support of its adoption; for instance, two individuals opposed to this ordinance are Gayle and Mary Schukei, who most individuals seem to have a favorable impression of. Surman said these two individuals, like others in opposition, are not likely to attend a board meeting to face the wrath of supporters; he only uses their names tonight because he was given their permission to do so.

Motion by Moore, second by Caylor, to table the second reading of Ordinance 2021-11. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve Stryker's three-year Pro Care Services proposal for secondary Lucas device at the Rescue Department in the amount of \$2,937.30 – Surman said the proposal tonight is payable in three annual installments of \$991.10; his concern is why the start date of the agreement is August 1, 2021 but ends on April 30, 2024; this is less than a three-year period. Caylor said she would like to establish whether this is indeed the correct contract end date, and if so, whether the annual fee is prorated to offset the shortage of four months at the end of the contract. Makinsey Lonergan (Rescue Captain) said she will speak with the Stryker representative to get these questions answered.

Motion by Caylor, second by Meier, to approve the first year's payment of Stryker's Pro Care Services proposal for the secondary Lucas device at the Rescue Department in the amount of \$991.10 contingent upon proper proration determined to be found in the contract. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve matching grant funds in the amount of \$2,500.00 for the purchase of new radios for Eagle Fire & Rescue – Makinsey Lonergan (Rescue Captain) said Eagle Fire & Rescue was awarded an AFG (Assistance to Firefighters Grant) which is for personal protective equipment (PPE) only. Members of Eagle Fire & Rescue's grant writing committee then spoke with the Forestry Grant Committee which granted the ability to use the funds for radios instead of PPE. Lonergan said the request tonight is to cover one-half of the matching portion of the grant with the Eagle Rural Fire Board contributing the remaining half. Surman asked if there are still funds available in Fiscal Year 2021 to cover this cost. Nystrom said yes.

Motion by Caylor, second by Meier, to approve matching grant funds in the amount of \$2,500.00 for the purchase of new radios for Eagle Fire & Rescue. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4 – Surman said one of the primary amendments to the

original draft of the Wastewater Treatment Agreement is the Nebraska Department of Environment and Energy (NDEE) is requiring the agreement to be between the Village of Eagle and Eagle Lake SID #4 and not with Midwest Environmental Services (MES). This is due to the SID receiving an SRF loan through the NDEE to fund the project. Freeman-Caddy said the biggest question remaining in the agreement is what the Village of Eagle will charge Eagle Lake for wastewater treatment services; traditionally, the Village of Eagle's policy is if water or sewer service is offered to anybody outside the corporate limits they are charged a rate of 175% of what is paid by those residing inside the corporate limits; this is the case whether it is one connection or an entire subdivision, such as South Meadows. Freeman-Caddy said that's not to say an alternative fee cannot be established by the Village Board pertaining to Eagle Lake. Robert Todd (MES) said he understands the reasoning for South Meadows having to pay the 175% rate because the Village of Eagle is responsible for the maintenance and repairs to the sanitary sewer mains and lift station in the subdivision; in Eagle Lake's scenario, the Village of Eagle will only be responsible for treating the wastewater and all of the associated maintenance and repairs will be the responsibility of Eagle Lake and MES. Surman said an example Wastewater Agreement was received from the City of Blair, who provides services to both the City of Fort Calhoun and the Village of Kennard, and these communities are both required to pay more than the residents living inside the corporate limits of Blair. Todd agreed but added that these communities pay fees based on volume measurements recorded at the point delivery station. Surman said it almost sounds like what is being represented is the cost should be the same as what it is for people that reside within Eagle's corporate limits and he cannot support that. Todd said the 175% rate is designed to cover the full maintenance of the wastewater system. Surman issued an example by stating there is an individual that lives just north of town (outside the corporate limits) that pays 175% of the water fee even though the water main flows right by his residence and even though there is no increase in maintenance or operation fees to the Village of Eagle. Todd argued that because there is no expense to Eagle to service any of the sewer appurtenances between Eagle Lake and the WWTP the fee should be less when compared to a situation like South Meadows. Surman said there are still increased expenses by taking wastewater from Eagle Lake such as when the sludge is hauled out of the facility and the increased wear and tear of the machinery. Todd said he has no problem expecting a rate that would cover these instances. Surman said the rate has to be more than what the residents of Eagle are paying or they are getting cheated because their taxes are helping out in this situation. Moore said the additional wastewater is also taking up capacity. Todd said all he is saying is it seems like the rate should be less because there is less involvement from the Village of Eagle; he anticipates a fee that will cover Eagle's expenses and, perhaps, plus some. Moore said he doesn't see how it would be fair to anybody else to charge a discounted rate to Eagle Lake. A representative of Eagle Lake said he would be fine with the 175% fee if Eagle maintained the entire sewer system. Moore said that has never been part of this agreement. Todd said he feels if Eagle Lake pays the same 175% rate as South Meadows then they should get the same benefit which is having the Village of Eagle maintain the entire sewer system. Surman said Eagle Lake is much further in

distance from the WWTP than South Meadows so that is not a realistic argument; furthermore, there are other issues in the agreement that also still need to be addressed. Surman said in Section 4 of the Wastewater Agreement it states a flow-monitoring device will be installed at the Eagle Lake Lift Station; what happens when the monitoring stops because the device no longer functions. Todd said the monitoring device would be repaired or replaced at the earliest practical time. Surman said the agreement also states Eagle Lake will maintain all current wastewater connection records and asked if that is really the case, or if MES is maintaining said records. Todd said MES keeps all of the records currently. A representative from Eagle Lake said they can pay MES to maintain these records. Surman discussed billing and asked if the Village of Eagle is billing Eagle Lake directly, as a whole, or if the residents of Eagle Lake are to be billed individually. Freeman-Caddy said if the flow meter is installed right before the wastewater enters into the WWTP, Eagle Lake will be paying for all of the flow, including infiltration, which will be in Eagle Lake's advantage to ensure their system isn't leaking. On the other hand, if each individual homeowner is billed separately, it wouldn't take into account the potential infiltration into the system. Freeman-Caddy said the issue is what happens if Eagle Lake does not pay their monthly bill and breaches the contract; the question is how you shut down an entire system versus one individual. Moore said he would be interested to know if the Village of Eagle has more recourse over individual property owners versus the entire Eagle Lake SID for unpaid services. Surman questioned whether there is any anticipated growth in Eagle Lake. Todd said no; Eagle Lake SID #4 is completely built out. Freeman-Caddy asked about the term length of the SRF loan. Todd said the loan is for 30 years. Moore asked if the agreement should reflect the loan period of 30 years rather than 20 years as stated. Todd said yes. Surman said his recommendation from the Sewer Committee is to bill the Eagle Lake SID directly rather than each individual household. Terry Caddy asked what capacity can be held by Eagle Lake in the event of a mechanical breakdown. Todd said off the top of his head he is not sure; he would estimate close to one day's worth of wastewater storage. Meier asked if a backup generator will be in place. Todd said yes. Surman asked if the wastewater delivered from Eagle Lake will be put on a time restraint as to when it is discharged into Eagle's WWTP; during preliminary discussions it was presented that this will be the case. Todd said no; there was never a holding tank present in the engineer's drawings. Surman said it was originally agreed that the wastewater from Eagle Lake wouldn't be put into the WWTP at peak usage time. Todd said the wastewater will be designed to pump towards the WWTP once it reaches a specified level in the lift station. Surman discussed the force main plan and profile submitted by Miller & Associates and said in prior discussions it was agreed that the sewer main would not run inside the fence line of the WWTP; however, the plans show the main inside of the fence. Todd said he was unaware of the plans showing the main inside the fence but will speak with Miller & Associates about getting this changed. The Village Board agreed to allow the Village Attorney, Engineer and Clerk to work with the Sewer Committee to determine options for wastewater rates for Eagle Lake SID #4. Agenda item tabled until the September 20, 2021 board meeting.

Motion by Moore, second by Caylor, to approve Certificate of Payment No. 5 to Bauer Underground in the amount of \$6,795.90 for the Eagle F Street Paving Improvements Project. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve participation in the Land and Water Conservation Fund (LWCF) program to request grant funding for Eagle Municipal Park playground updates – Agenda item withdrawn by the Park Committee. No action taken.

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

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

Approved Claims: Wages 11,118.94, Board Wages 1,400.00, ABC Termite & Pest Control 119.00, Al's Johns 143.78, Allied Benefit Systems 3,277.26, Amazon Marketplace 225.37, American Exchange Bank 750.00, Ian Biehl 300.00, Black Hills Energy 101.06, BOK Financial 11,028.75, Bromm Lindahl Freeman-Caddy & Lausterer 3,472.00, Casey's 677.12, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 2.65, Dollar General 64.45, Dunrite Homes 3,620.00, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 3,524.04, First Wireless 1,021.13, Isaac French 300.00, Frontier Cooperative 79.13, Google LLC 120.00, GWorks 3,000.00, Rick Hestermann 1,185.63, Image Trend 500.00, Immense Impact 549.45, John Hancock Investments 265.20, Knee Deep LLC 1,300.00, Lincoln Winwater Works 831.90, Lovell Excavating 1,000.00, Menards-South 290.58, Mara Mephram 300.00, Brandon Meyer 1,810.00, Mid-American Research Chemical 517.00, Midwest Insurance Exchange 4,498.00, Municipal Supply of Omaha 239.00, NE Dept of Rev 2,192.17, NE Public Health Env Lab 30.00, NE Rural Water Assn 740.00, Norland Pure 30.00, Taira Nystrom 450.00, Oncenter Construction 5,430.00, One Call Concepts 30.00, One Source Background Checks 19.00, OPPD 4,542.21, O'Reilly Auto Parts 54.41, People Service 5,496.00, Pioneer Overhead Door 249.25, Power Tech 500.00, Quick Med Claims 328.96, Sargent Drilling 600.00, Schemmer 1,700.00, Tractor Supply 41.93, UNUM 654.27, US Postmaster 294.70, USA Bluebook 294.90, Verizon Wireless 530.51, Voice News 415.02, Wahoo-Waverly-Ashland Newspapers 180.00, Jesse & Becky Westring 300.00, Windstream 468.01. Total of bills: **\$87,839.99.**

Approved Park Claims: Wages 3,840.54, ABC Termite & Pest Control 500.00, Aqua Chem 814.18, Black Hills Energy 41.94, OPPD 350.03, Jacob & Robin Sinner 35.00, Windstream 54.69. Total of bills: **\$5,636.38.**

Discussion: Municipal reclassification – Freeman-Caddy provided the Village Board with a sample resolution asking the qualified electors of the Village of Eagle whether the municipality shall be organized as a city of the second class. Moore said the biggest issue is the Village of Eagle is still awaiting the federal decennial census count for the year 2020. Freeman-Caddy said she was also notified by Cass County GIS that the boundaries are not accurate for several villages county-wide. Moore

asked if there is a means to correct these errors. Freeman-Caddy said you can visit a website and contest the errors with the Census Bureau. Surman said even though the population numbers may not be accurate they will still be in excess of 800 inhabitants which is the minimum population number required to reclassify to a city of the second class. Freeman-Caddy said the official 2020 result will still need to be included in the resolution. Moore said he has heard feedback that the 2020 results may not be available until the end of this year. The Village Board discussed timing options to submit the reclassification question to the qualified electors. Freeman-Caddy said the Election Commissioner needs to be given 50 days' notice if a Special Election is called for; the Special Election must be held on the first Tuesday following the second Monday of the month. Freeman-Caddy said the Election Commissioner lobbied to have the Special Election during a primary election because of the redistricting that is occurring; then, the election of city council members could be had during the general election in November. The Village Board discussed wards versus at-large city council members. Moore said he would be in favor of wards because there is more direct representation which is a benefit to the public. Freeman-Caddy said the Election Commissioner would assist in establishing the population division for wards. Caylor said her only concern is the public interest in running for city council if wards are utilized and asked what the default plan is if there is no interest in a specific ward. Moore said the Mayor would nominate a resident of the specific ward to fill the vacancy that would then be approved by the city council. Meier said he doesn't like the idea of reclassification at all because he likes the village form of government; he has heard this same response from many residents he has spoken to about it. Surman said one of the misconceptions he has heard from residents opposed to becoming a city is they think taxes will increase; it will make no difference whether you are classified a village or a city from a taxing standpoint. Caylor said the other concern she has heard is the appearance of more "freedom" being a village versus a city. Surman said after 40 years he still believes the residents should have an opportunity to have their voices heard on the matter. Further discussion will be held on municipal reclassification once official 2020 census numbers are received.

Report from Attorney – Freeman-Caddy said a letter was sent by the Building & Zoning Administrator to the property owner of 509 South 4th Street requesting access to the commercial building to determine if the structure is being used residentially; if the request is denied, an inspection warrant will be requested from a judge. Renae Feilmeier and Nystrom have been working on updates to the Eagle Employee Handbook.

Report from Clerk/Treasurer – Nystrom said Legislative Bill 26 will go into effect October 1, 2021 and provides for a sales tax exemption for residential water service. The Budget Hearing is scheduled for September 16, 2021 at 7:00 p.m. Nystrom provided the Village Board with changes to the Budget Hearing process effective with the passage of Legislative Bill 148. The total monthly income ending August 31, 2021 was \$101,177.26.

Discuss/possible action: Six-month employee evaluation for Polly Frye – Moore said he would like to express his disappointment and frustration that only three out of five board members filled out an evaluation form for the employee and one of those was a member of the Human Resources Committee. Moore further stated that if individuals are going to serve on the Village Board they need to do the jobs they were elected to do; the Village Board owes it to its employees to show appreciation and respect by taking the time to fill out a simple evaluation form. Frye requested to go into executive session to discuss her employee evaluation.

Motion by Moore, second by Caylor, to go into executive session at 9:16 p.m. to discuss a six-month employee evaluation for Polly Frye and to protect the reputation of the employee. Voting: Ayes – 4. Motion carried.

Surman said the board has come out of executive session at 9:27 p.m. after discussing a six-month employee evaluation for Polly Frye.

Motion by Caylor, second by Meier, to increase Polly Frye's wage to \$15.25 per hour. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Hiring for the Full-time Maintenance position – Moore said Cody Flint was first conditionally offered the Full-time Maintenance position last month but he was unable to meet the qualifications at that time due to situations in his personal life; since then, Flint has made contact and stated that he is now able to accept the position and meet the qualifications. Moore said it would be the Human Resource Committee's recommendation to offer conditional employment to Flint once again. Caylor asked if there have been any other applications for the position. Moore said there was one additional application but the individual did not meet the requirements for the position. Caylor asked how soon Flint will be able to start his employment. Nystrom said it is his understanding he will be able to start upon successful completion of his pre-employment drug screen and physical.

Motion by Moore, second by Caylor, to approve a conditional offer of employment to Cody Flint for the Full-time Maintenance position at a rate of \$25.00 per hour. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Advertise hiring for an additional Full-time Maintenance employee – Moore said the Human Resources Committee has been looking at long-term staffing in the maintenance department. Currently, the Village has one full-time, one temporary and one seasonal maintenance employee. Moore said in the past the Village has had three full-time maintenance employees. Surman said at that time the full-time employees were also required to perform mowing services. Moore said the HR Committee would like to see three full-time maintenance employees again and reassess the need for continued seasonal help; the current situation with one licensed full-time maintenance employee becomes challenging when that employee is out on leave (vacation, sick, etc.). Moore said the Village Board also needs to get out of the habit of relying on the Village Clerk to perform work in the field (such as

brush chipping) per the Village labor attorney's recommendation. Caylor said the workload will also get more challenging once the existing full-time employee begins working at the WWTP five days a week beginning in October. Moore agreed and said the HR Committee's thought behind this is Curtis Klabenes (full-time) will be the primary water and sewer operator; Cody Flint (full-time) who was hired tonight, will eventually serve as the backup operator and the third full-time employee (yet to be advertised) would serve as a general maintenance employee only. Surman said there may be less incentive for a general maintenance only employee because if they are not expected to get a water and sewer license then their wage scale is capped at much less than those individuals that do obtain a license. Moore said there is one individual in particular that applied for the maintenance position but was unable to obtain licensing due to the education requirements; this candidate did possess relevant work history but had to decline the position due to the licensing requirement imposed by the Village Board. Moore said he feels this candidate would have been a good fit for the position had it been for general maintenance only. Terry Caddy said a third maintenance employee is great if you want to spend \$35,000-\$40,000 more than you do now for a person that has very little to do between November and February each year. Moore said he would disagree with that point because there is always work that needs to be done, especially when Klabenes will be spending a good portion of time working at the WWTP beginning next month. Caddy said aside from snow removal the maintenance department is very limited in what they can do during the winter months; there were some days last year where he and Klabenes had to struggle to find tasks to complete for two people. Moore said he has concerns with the current employees getting burned out when staffing gets so thin; for instance, the Village is still utilizing Caddy even though he was hired as a temporary employee two years ago. Moore said the Village continues to grow and with that comes growing pains and more duties and assignments that need to be accomplished. Surman said he's visited with the maintenance employees in the shop during the winter months and he would have to agree there is only so much work that can be done; for instance, you can only inventory your tools for so long. Moore said the Village Board could always work with maintenance to identify more winter projects that can be done. Caylor said she feels the Village Board should wait at least six months to see how the new full-time employee works out before considering the idea of hiring another one. Meier agreed. Agenda item tabled until a future board meeting.

The meeting was adjourned at 9:58 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 September 7, 2021 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing

proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson