

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
SEPTEMBER 7, 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. Discuss/possible action: Consider citation book options for law enforcement of Municipal ordinances.
3. Discussion: Damage to Park playground equipment.
4. Report from Building & Zoning Administrator.
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: Approve Stryker's three-year Pro Care Services proposal for secondary Lucas device at the Rescue Department in the amount of \$2,937.30.
8. Discuss/possible action: Approve matching grant funds in the amount of \$2,500.00 for the purchase of new radios for Eagle Fire & Rescue.
9. Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4.
10. Discuss/possible action: Approve Certificate of Payment No. 5 to Bauer Underground in the amount of \$6,795.90 for the Eagle F Street Paving Improvements Project.
11. Discuss/possible action: Approve participation in the Land and Water Conservation Fund (LWCF) program to request grant funding for Eagle Municipal Park playground upgrades.
12. Discuss/possible action: Approve or deny minutes as typed for the previous meetings.
13. Discuss/possible action: Approve claims.
14. Discussion: Municipal reclassification.
15. Report from Attorney.
16. Report from Clerk/Treasurer.

17. Discuss/possible action: Six-month employee evaluation for Polly Frye.
18. Discuss/possible action: Hiring for the Full-time Maintenance position.
19. Discuss/possible action: Advertise hiring for an additional 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~~ **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 ~~specialy~~ **specifically** designed by the original ~~manufacture~~ **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 48 24 hours after cessation of a snow storm (ATV and UTV only);
 5. If the operator is addressing storm damage within 48 24 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 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°) ~~perpendicular~~ to the direction of ~~travel being made on such~~ 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 ~~said~~ the highway;
 3. The operator yields the right-of-way to all oncoming traffic ~~which~~ that constitutes an immediate ~~or~~ potential hazard;
 4. In crossing a divided highway, the crossing ~~shall~~ is made only ~~be~~

~~made~~ at an intersection of ~~another roadway~~ **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 ~~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 **an** ATV, ~~or~~ UTV, **or Golf Car Vehicle** 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~~ **and be at least 17 years of age**;
2. Have proof of liability insurance coverage for the ATV, ~~or~~ UTV, **or Golf Car Vehicle** while in operation upon a street ~~or highway~~ 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 ~~Chapter 60 of the Nebraska Revised Statutes~~ 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 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, **providing proof of liability insurance coverage as required in Section 5-506**, and paying a **an** ~~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~~ **the Municipal Clerk** and ~~law enforcement~~ **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)

Sales Rep Name: Scott Puhfal
ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave
Portage, MI 49009

Date: 8/4/2021
ID #: 210804151520

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1283161
Shipping Acct Num: 1232660
Account Name: Eagle Fire Dept
Account Address: 701 S 1st St
City, State Zip: Eagle, NE 68347

Name: Nick Nystrom
Title: Clerk Treasurer
Phone: (402) 781-2745
Email: nick@eaglene.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LUCAS	LUCAS	LUCAS Protect Ship In w Onsite PM	1	3		\$3,498.00

PROGRAM INCLUDES:**LUCAS Protect Ship In w Onsite PM:**

- Repairs (parts and labor) to restore equipment to manufacturer specifications
 - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
 - Power-adaptor repair or replacement
 - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
 - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
 - Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test the integrity of all cables and recommend replacement as needed
 - Electrical safety check in accordance with NFPA guidelines
 - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
 - Check electrode expiration dates and recommend replacement as needed
 - Check printer operation and trace quality
- ** (Onsite PM or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$991.10

See below for complete payment schedule

ProCare Total	\$3,498.00
Discount	15%
FINAL TOTAL	\$2,973.30

Start Date: 8/1/2021
End Date: 4/30/2024

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>		<u>Payment</u>	<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance						\$	2,973.30
8/1/2021	\$	991.10	\$	-	\$ 1,982.20	\$	1,982.20
8/1/2022	\$	991.10	\$	-	\$ 991.10	\$	991.10
8/1/2023	\$	991.10	\$	-	-	\$	-

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LUCAS	3016H521	LUCAS Protect Ship In w Onsite PM

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210804151520

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	1283161
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1232660
Company Name	Eagle Fire Dept
Contact or Department	Nick Nystrom
Street Address	701 S 1st St
Add'l Address Line	
City, ST ZIP	Eagle, NE 68347
Phone	(402) 781-2745

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 210804151520

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

WASTEWATER TREATMENT AGREEMENT

This Agreement made this day of 2021, by and between the Midwest Environmental Services, Inc. (hereinafter called MES), Eagle Lake Subdivision (hereinafter called Eagle Lake), and the Village of Eagle (hereinafter called Eagle), is for the purchase of wastewater treatment service.

WITNESS THAT:

WHEREAS, Eagle has constructed a wastewater treatment plant with ample capability and capacity to treat municipal wastewater from both Eagle and Eagle Lake and is agreeable to provide treatment service to MES/Eagle Lake for a fee; and

WHEREAS, MES/Eagle Lake has completed a Facilities Plan Study/Engineering Report of their wastewater treatment needs, and after review of the possible alternatives of meeting the treatment needs in the future, has selected the option of conveying its wastewater to Eagle for treatment and is agreeable to purchase treatment service from Eagle; and

WHEREAS, MES/Eagle Lake intends to construct pumping and conveyance facilities to transport its wastewater to Eagle's wastewater collection system and treatment plant for treatment; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the public interest for the wastewater from both parties to be treated at Eagle's wastewater treatment plant; and

WHEREAS, the terms of this Agreement for the sale and purchase of wastewater treatment service are authorized by law.

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

1. For the services hereinafter stipulated to be performed by Eagle, MES/Eagle Lake shall make payment of user fees accordingly.
2. Eagle shall provide wastewater treatment services to the residents located within the boundary of Eagle Lake, as shown on Exhibit A, not to exceed an average daily flow of 25,000 gallons, calculated annually. Development and connection to the Wastewater system for any additional area outside of the Eagle Lake Development limits is not authorized without prior amendment of this service Agreement or establishment of a new wastewater treatment service Agreement.
3. In order to reach Eagle's treatment facilities. MES/Eagle Lake shall construct, operate, and maintain all necessary pumping stations and conveyance force mains between Eagle Lake and the connection point to Eagle's wastewater treatment system located at 1109 highway 43, in the Southeast ¼ of the Southeast ¼ of Section 29, Cass County NE (LAT 40.8015, LONG 96.42707). Generally, 1,118 ft north of the intersection of County Road A and Highway 43, south of Eagle, NE. as shown on Exhibit "B".
4. MES/Eagle Lake shall construct a flow-monitoring device (meter or pump operation recording) at the Eagle Lake Lift Station. Eagle shall review and approve the point

of connection to the Eagle collection system. Operation and maintenance of the flow-monitoring device shall be the sole responsibility of MES/Eagle Lake. All electrical power to operate flow monitoring shall be provided by MES.

5. In order to treat Eagle Lake's wastewater, Eagle shall construct, operate, and maintain its wastewater treatment facilities in compliance with its NPDES operating permit and in accordance with environmental regulatory requirements imposed by the United States Environmental Protection Agency (EPA) or the Nebraska Department of Environment and Energy (NDEE).
6. Charges for wastewater treatment service shall be based on volumemeasurements made and recorded at the lift station and shall be billed monthly by Eagle and invoiced to MES/Eagle Lake. Sewer user fees, including appropriate abnormal strength charges, if any, shall be based on the rates contained in the User Fee System, attached as Exhibit C. The User Fee System may be adjusted from time to time in the future as necessary for Eagle to meet operating expenses of its wastewater treatment utility. When expansion of the Eagle WWTF is needed, an additional "fee surcharge" can be added to all users of the system. However, the rate adjustments charged to MES/Eagle Lake shall be fair and commensurate with the rate adjustments charged to its other municipal customer classes.
7. Monthly billing charges shall be calculated based on the total volume of wastewater measured by the flow meter during the billing period, multiplied by the prevailing flow charge per unit volume established in Exhibit C. Additional charges shall be billed on abnormal strength wastewater conveyed by MES/Eagle Lake to Eagle, which are determined to have strengths greater than 200 mg/l CBOD and/or 250 mg/l suspended solids for 24-hour composite samples and 250 mg/l CBOD and/or 290 mg/l suspended solids for grab samples. If wastewater strength exceeds the prevailing strengths for two consecutive quarters, Eagle shall notify MES/Eagle Lake in writing and MES shall be considered in violation of this Agreement and must find the source and have it corrected within sixty (60) days of mailing notice.
8. MES shall be responsible for the payment of the entire monthly invoice amount in a prompt manner. Payments shall be due to Eagle monthly. The Village of Eagle shall provide MES/Eagle Lake with a monthly bill on or before the fifteenth (15th) of the month. Bills shall be due on the first (1st) day of each month and shall be payable by the tenth (10) day of the same month. A penalty will be charged for payment after the tenth (10th) day. If full payment is not received by Eagle by sixty (60) days after the invoice, delinquent interest on any unpaid balance shall be assessed at the rate of three percent (3%) per annum from the date of the invoice. Failure to make payment within ninety (90) days shall be considered just cause for Eagle to terminate this Agreement.
9. This Agreement shall extend for a term of twenty (20) years from the date of the initial treatment of any wastewater as shown by the first bill submitted by Eagle to MES. This Agreement will automatically be renewed for an additional twenty (20) years without notice unless terminated by MES in writing two (2) years prior to the expiration of the initial twenty (20) year term of this Agreement. Eagle must notify MES in writing no less than two (2) years prior to the

expiration of the agreement if it does not wish to renew the agreement.

10. This is an Agreement between the named parties hereto, enforceable only by them or their successors or assigns. No third-party beneficiaries are created or allowed to enforce this Agreement or claim damage for its breach
11. MES/Eagle Lake shall control all wastewater connections made to its collection or conveyance system. Current records shall be maintained by MES/Eagle Lake of all connections and shall be made available to Eagle upon request from the Eagle Village Clerk and/or Board Chairman. New connections shall be limited to sanitary wastewater only and shall not exceed the strength limitations included in Paragraph 6. MES/Eagle Lake shall not permit any storm water connections of any kind, either direct or indirect, to be made to its collection or conveyance system. All new collection lines shall be constructed in accordance with NDEE standards.
12. This Agreement is intended for sanitary wastewater only, although it is acknowledged that some infiltration and inflow of groundwater and storm water may occur in the collection system and be included in Eagle Lake's total volume of wastewater conveyed to Eagle for treatment. In order to keep the volume of groundwater and storm water to acceptable NDEE allowances, MES/Eagle Lake shall make a reasonable effort to eliminate storm water volume from entering its collection system through direct or indirect connection such as surface drains, ditches, streams, storm sewers, roof drains, or foundation drains. MES/Eagle Lake shall attempt to eliminate known storm water connections and eliminate groundwater infiltration volumes beyond NDEE acceptable standards within the first ten (10) years. In addition, if Eagle finds unacceptable storm water connections or groundwater infiltration volumes, it may give written notice to MES/Eagle Lake to correct within three (3) years or the Agreement shall terminate.
13. MES/Eagle Lake shall, with respect to property owned by or under its control, allow Eagle and such personnel from the State or Federal agencies, upon presentation of proper credentials to inspect and sample discharge point for pollutants. MES/Eagle Lake shall, when requested under reasonable circumstances, assist Eagle's personnel in making such inspection and inquiry of the property of users within the boundaries or jurisdiction of MES/Eagle Lake.
14. MES/Eagle Lake agrees to conform with and enforce minimum standards, ordinances, rules, regulations, and requirements of Eagle and the State of Nebraska and Federal laws, rules, and regulations regarding wastewater discharges. Including limitations and prohibitions, monitoring, and reporting within MES/Eagle Lake's system. Wastewater conveyed to Eagle from within Eagle Lake system shall conform with current regulations pertaining to sewers or wastewater within MES/Eagle Lake and/or in accordance with State and Federal laws, rules and regulations, whichever is most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to be discharged into the wastewater system of Eagle Lake and be conveyed to Eagle for treatment.
15. No industrial connections will be allowed within MES/Eagle Lake's collection system. Wastewater conveyed to the Eagle WWTF will be from domestic wastewater sources only.

16. Parties agree to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations, or Eagle's wastewater National Pollutant Discharge Elimination System Permit.
17. Any fines or penalties imposed upon Eagle by any Federal or State agency or any court for effluent or biosolids pollution shall be paid by MES/Eagle Lake to the extent, if any, that the effluent or biosolids or other act causing such fine or penalty was caused or contributed to by MES/Eagle Lake or its customers.
18. Neither party shall be liable to the other for any delay or failure of performance of this Agreement to the extent that such failure or delay is made necessary by an event of Force Majeure. The term Force Majeure as used herein shall mean any cause beyond the control of the party affected including, but not limited to, acts of God, legislation, lawful regulations of any government body, or court order, acts of civil or military authority, acts of the public enemy, riots, insurrections, strikes or labor disputes, fires, explosions, flood, severe weather, or mechanical breakdowns.
19. If any portion or portions of this agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.
20. This agreement and any part thereof shall be governed under Nebraska Law. Any dispute between the Village of Eagle and MES/Eagle Lake arising out of this agreement shall be brought only in a court system of Cass County, Nebraska and said court shall be the sole forum for any such legal action between these parties. However, any dispute that involves the USDA shall be brought in the United States Federal District Court located in Omaha, Nebraska but shall be governed by Nebraska Law if applicable.
21. All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.
22. All notices required by this Agreement must be made in writing and executed by the individual(s) authorized to do so.
23. Notices to Eagle shall be delivered to the Village of Eagle at the following address:
Clerk Office Village of Eagle
707 South 2nd Street
Eagle, NE 68347

or such other person or address as may be designated by Eagle.

Notices to MES/Eagle Lake shall be delivered to MES at the following address:
MES, Inc.
20310 Van Dorn Street
Eagle, NE 68347

or such other person or address as may be directed by MES.

24. The construction of the wastewater improvements by MES/Eagle Lake is being financed by a loan from the Nebraska Clean Water State Revolving Loan Fund (CWSRF) program acting through the NDEE. The provisions hereof pertaining to the undertakings of MES/Eagle Lake are conditioned upon securing such financing and the approval, in writing of the NDEE. This Agreement will be pledged to the NDEE as part of the security of this financial assistance.
25. In the event of any occurrence rendering MES/Eagle Lake incapable of performing under this Agreement, any successor of MES/Eagle Lake whether by legal process, assignment, or otherwise, shall succeed to the rights of MES/Eagle Lake hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereto, duly authorized as of the dates below indicated.

EXECUTED BY THE MES, INC., this _____ day of _____, 2021.

MIDWEST ENVIRONMENTAL SERVICES, INC.
By: _____

EXECUTED BY THE EAGLE LAKE SUBDIVISION (SID 4, CASS COUNTY NEBRASKA) this _____ day of _____, 2021.

EAGLE LAKE SUBDIVISION
By: _____

EXECUTED BY THE VILAGE OF EAGLE this _____ day of _____, 2021.

VILLAGE OF EAGLE
By: _____

EXHIBIT A EAGLE LAKE BOUNDARY



September 3, 2021
11:10 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- City Limits
- Sections

1:9,048






EXHIBIT B EAGLE WWTF



September 3, 2021
11:16 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

-  Parcels
-  City Limits
-  Sections

CERTIFICATE OF PAYMENT: 5

olsson

Date of Issuance: August 31, 2021

Project: Eagle F Street Paving Improvements

Project No.: 019-1414

Contractor: Bauer Underground, Inc.

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: BAUER UNDERGROUND, INC.		

Value of Work Completed This Request: \$ 136,298.00

Original Contract Cost: \$ 135,148.00

Approved Change Orders:

No. 1

No. 2

No. 3

Total Contract Cost: \$ 135,148.00

Value of completed work and materials stored to date	\$ 136,298.00
Less retainage percentage 0%	\$ -
Net amount due including this estimate	\$ 136,298.00
Less: Estimates previously approved:	

No. 1 \$24,539.49

No. 3 \$37,103.05

No. 5

No. 2 \$61,043.66

No. 4 \$6,815.90

No. 6

Total Previous Estimates: \$ 129,502.10

NET AMOUNT DUE THIS ESTIMATE: \$ 6,795.90

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: Village of Eagle
Bauer Underground, Inc
Project File

OLSSON

By: 

FINAL RETAINAGE

8/31/2021
Clisson
019-1414

Application For Payment


Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$1,150.00	
TOTALS	\$1,150.00	
NET CHANGE BY CHANGE ORDERS		\$1,150.00

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$135,148.00 |
| 2. Net change by Change Orders..... | \$ | \$1,150.00 |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$136,298.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | \$136,298.00 |
| 5. RETAINAGE: | | |
| a. X _____ Work Completed..... | \$ | |
| b. X _____ Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$136,298.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$129,602.10 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$6,795.90 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... | \$ | |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Address	
Contractor Signature	
By:	Date:
	8/31/2021

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)			(Date)
Is recommended by:		O'lsso			
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)			
Is approved by:		Eagle, Nebraska			
Approved by:		5			
		Funding or Financing Entity (if applicable)			(Date)

Progress Estimate

Contractor's Application

For (Contract): Village of Eagle F Street Paving and Drainage Improvements, 2019										Application Number: FINAL RETAINAGE						
Application Period: FINAL										Application Date: August 31, 2021						
A		B			C			D		E		F		G		
Item		Contract Information			Estimated Quantity Installed			Value of Work Installed to Date		Materials Presently Stored (not In C)		Total Completed and Stored to Date (D + E)		Balance to Finish - F)		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)											
Group A																
10	Mobilization/Demobilization	1	LS	\$10,000.00	\$10,000.00	1		\$10,000.00				\$10,000.00	100%			
20	Traffic Control	1	LS	\$3,900.00	\$3,900.00	1		\$3,900.00				\$3,900.00	100%			
30	General Site Clearing	1	LS	\$1,200.00	\$1,200.00	1		\$1,200.00				\$1,200.00	100%			
40	Remove Tree Stump	2	EA	\$800.00	\$1,600.00	2		\$1,600.00				\$1,600.00	100%			
50	Remove Asphalt Pavement	890	SY	\$5.00	\$4,450.00	890		\$4,450.00				\$4,450.00	100%			
60	Remove 6-Inch Concrete Pavement w/ Curb	40	SY	\$15.50	\$620.00	40		\$620.00				\$620.00	100%			
70	Remove Concrete Sidewalk	1203	SF	\$1.00	\$1,203.00	1203		\$1,203.00				\$1,203.00	100%			
80	PCC Pavement 6 Inch	1005	SY	\$53.00	\$53,265.00	1005		\$53,265.00				\$53,265.00	100%			
90	PCC Driveway Approach	81	SY	\$50.00	\$4,050.00	104		\$5,200.00				\$5,200.00	128%			
100	Concrete Roll Curb	22	LF	\$35.00	\$770.00	22		\$770.00				\$770.00	100%			
110	Combination Curb & Gutter	100	LF	\$27.00	\$2,700.00	100		\$2,700.00				\$2,700.00	100%			
120	Concrete Sidewalk 4-Inch	2442	SF	\$7.50	\$18,315.00	2442		\$18,315.00				\$18,315.00	100%			
130	Aggregate Roadway Surfacing	15	TN	\$45.00	\$675.00	15		\$675.00				\$675.00	100%			
140	Adjust Manhole to Grade	1	EA	\$460.00	\$460.00	1		\$460.00				\$460.00	100%			
150	18-Inch HDPE Storm Sewer Pipe	128	LF	\$65.00	\$8,320.00	128		\$8,320.00				\$8,320.00	100%			
160	15-Inch HDPE Storm Sewer Pipe	28	LF	\$90.00	\$2,520.00	28		\$2,520.00				\$2,520.00	100%			
170	12-Inch HDPE Storm Sewer Pipe	5	LF	\$100.00	\$500.00	5		\$500.00				\$500.00	100%			
180	48-Inch Storm Sewer Manhole	1	EA	\$4,500.00	\$4,500.00	1		\$4,500.00				\$4,500.00	100%			
190	Cast-In-Place Concrete Curb Inlet	2	EA	\$4,800.00	\$9,600.00	2		\$9,600.00				\$9,600.00	100%			
200	12-Inch Dralh Basin	1	EA	\$3,500.00	\$3,500.00	1		\$3,500.00				\$3,500.00	100%			
210	Seeding & Erosion Control	1	LS	\$3,000.00	\$3,000.00	1		\$3,000.00				\$3,000.00	100%			
	Totals				\$135,148.00			\$136,298.00				\$136,298.00	100.9%			

Eagle F Street Paving Improvements

Sponsor: Village of Eagle

Date: August 31, 2021

OA Project No.: 019-1414

Invoice No.: 5

Contractor: Bauer Underground, Inc.

Item No.	Item Description	Contract Quantities	Unit	Estimated Quantities To Date	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	1	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	1	LS	1	\$ 3,900.00	\$ 3,900.00
3	General Site Clearing	1	LS	1	\$ 1,200.00	\$ 1,200.00
4	Remove Tree Stump	2	EA	2	\$ 800.00	\$ 1,600.00
5	Remove Asphalt Pavement	890	SY	890	\$ 5.00	\$ 4,450.00
6	Remove 6-inch Concrete Pavement w/ Curb	40	SY	40	\$ 15.50	\$ 620.00
7	Remove Concrete Sidewalk	1,203	SF	1,203	\$ 1.00	\$ 1,203.00
8	PCC Pavement 6 Inch	1,005	SY	1,005	\$ 53.00	\$ 53,265.00
9	PCC Driveway Approach	81	SY	104	\$ 50.00	\$ 5,200.00
10	Concrete Roll Curb	22	LF	22	\$ 35.00	\$ 770.00
11	Combination Curb & Gutter	100	LF	100	\$ 27.00	\$ 2,700.00
12	Concrete Sidewalk 4-inch	2,442	SF	2,442	\$ 7.50	\$ 18,315.00
13	Aggregate Roadway Surfacing	15	TN	15	\$ 45.00	\$ 675.00
14	Adjust Manhole to Grade	1	EA	1	\$ 460.00	\$ 460.00
15	18-Inch HDPE Storm Sewer Pipe	128	LF	128	\$ 65.00	\$ 8,320.00
16	15-Inch HDPE Storm Sewer Pipe	28	LF	28	\$ 90.00	\$ 2,520.00
17	12-Inch HDPE Storm Sewer Pipe	5	LF	5	\$ 100.00	\$ 500.00
18	48-Inch Storm Sewer Manhole	1	EA	1	\$ 4,500.00	\$ 4,500.00
19	Cast-In-Place Concrete Curb Inlet	2	EA	2	\$ 4,800.00	\$ 9,600.00
20	12-Inch Drain Basin	1	EA	1	\$ 3,500.00	\$ 3,500.00
21	Seeding & Erosion Control	1	LS	1	\$ 3,000.00	\$ 3,000.00

Grand Total \$ 136,298.00

Less 0% Retained

Less Previous Estimates \$ 129,502.10

Total Due Contractor \$ 6,795.90

VILLAGE OF EAGLE

August 16, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on August 16, 2021 with Surman, Meier, Moore, Weyers 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 – Robert Sorenson introduced himself as a resident of Nehawka that in January, 2020 announced his candidacy for Cass County Sheriff. Sorenson is in his 18th year in law enforcement, is a volunteer firefighter and is the Board Chairperson of the Village of Nehawka. Sorenson listed items he would like to change in Cass County, including, improving law enforcement's retention rate by creating a professional and modernized leadership team; increasing road patrol to better accommodate the 566 square miles and 26,000 residents of Cass County; creating a working administration that isn't strictly tied down to their desks; school safety (i.e. active shooter trainings); and creating interlocal agreements with other law enforcement agencies. James Dobbins (745 G St.) said he would encourage the Village Board to consider a camera system to stream meetings online.

Voting to introduce Ordinance 2021-11. Ayes – Caylor, Meier, Weyers, Surman. Nays – Moore. Motion carried.

Surman read Ordinance 2021-11 entitled:

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.

Motion by Caylor, second by Weyers, to accept the first reading of Ordinance 2021-11.

Motion by Moore, second by Surman, to introduce Amendment 1 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Surman, to accept Amendment 1 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Surman, to introduce Amendment 2 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Surman, to accept Amendment 2 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to introduce Amendment 3 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Meier, to amend Amendment 3 of Ordinance 2021-11 to state that the effective date of this ordinance shall be November 1, 2021. Voting: Ayes – Weyers, Meier, Caylor, Surman. Nays – Moore. Motion carried.

Motion by Caylor, second by Meier, to accept Amendment 3 of Ordinance 2021-11. Voting: Ayes – Weyers, Meier, Caylor, Surman. Nays – Moore. Motion carried.

Motion by Moore, second by Meier, to introduce Amendment 4 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to accept Amendment 4 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Amendment 5 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Surman, to accept Amendment 5 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Amendment 6 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Surman, to accept Amendment 6 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to introduce Amendment 7 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to accept Amendment 7 of Ordinance 2021-11. Voting: Ayes – 5. Motion carried.

Voting on the motion by Caylor, second by Weyers, to accept the first reading of Ordinance 2021-11. Ayes – Meier, Caylor, Weyers. Nays – Moore, Surman. Motion carried.

Motion by Caylor, second by Weyers, to introduce Resolution 2021-07. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Resolution 2021-07 entitled:

RESOLUTION 2021-07

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2021

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

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

Be it resolved that the Village Board Chairperson of the Village of Eagle is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Motion by Weyers, second by Meier, to adopt Resolution 2021-07. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve the Culvert Agreement between Nick and Shannon Gaebel and the Village of Eagle at 230 & 240 South 6th Street. Voting: Ayes – 5. Motion carried.

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

The meeting was adjourned at 9:18 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

August 16, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on August 16, 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 – Luke Renken (Fire Captain) reported 10 rescue calls, 1 fire call, 1 car accident and 1 mutual aid fire call since the July 19, 2021 board meeting. The restroom upgrade at the fire station is anticipated to be completed in 3-4 weeks. Renken said he would like to see the fire hydrants color coded soon to help identify the size of water mains and prevent sucking water lines dry with the fire trucks. Surman said the nearest fire hydrant to the Eagle Municipal Building is behind a gated chain link fence to the west side of the building and asked what the plan of attack would be to fight a fire at this location. Renken said there would be a little bit of distance to pull a hose from 1st Street but it could be done. Surman asked if the department would want access to the hydrant west of the building; if so, a portion the gate could potentially be removed in the future. Renken and Meier agreed that it would be beneficial to have better access to the hydrant.

Open Forum – Robert Sorenson introduced himself as a resident of Nehawka that in January, 2020 announced his candidacy for Cass County Sheriff. Sorenson is in his 18th year in law enforcement, is a volunteer firefighter and is the Board Chairperson of the Village of Nehawka. Sorenson listed items he would like to change in Cass County, including, improving law enforcement's retention rate by creating a professional and modernized leadership team; increasing road patrol to better accommodate the 566 square miles and 26,000 residents of Cass County; creating a working administration that isn't strictly tied down to their desks; school safety (i.e. active shooter trainings); and creating interlocal agreements with other law enforcement agencies. James Dobbins (745 G St.) said he would encourage the Village Board to consider a camera system to stream meetings online.

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 – Surman said at the last meeting there was a proper introduction and second for the first reading of Ordinance 2021-11; after some discussion, a motion was made, seconded and carried to postpone the introduction until tonight's meeting.

Voting to introduce Ordinance 2021-11. Ayes – Caylor, Meier, Weyers, Surman. Nays – Moore. Motion carried.

Surman read Ordinance 2021-11 entitled:

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~~ 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 ~~specially~~ specifically designed by the original ~~manufacture~~ 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 48 24 hours after cessation of a snow storm (ATV and UTV only);
 5. If the operator is addressing storm damage within 48 24 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 **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°) ~~perpendicular~~ to the direction of ~~travel being made on such~~ **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 ~~said~~ **the** highway;
3. The operator yields the right-of-way to all **oncoming** traffic ~~which~~ **that** constitutes an immediate ~~or~~ potential hazard;
4. In crossing a **divided** highway, the crossing ~~shall~~ **is made** only ~~be made~~ at an intersection of ~~another roadway~~ **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 ~~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 **an** ATV, ~~or~~ UTV, **or Golf Car Vehicle** 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~~ **and be at least 17 years of age**;
2. Have proof of liability insurance coverage for the ATV, ~~or~~ UTV, **or Golf Car Vehicle** while in operation upon a street ~~or highway~~ 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 Chapter 60 of the Nebraska Revised Statutes 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