

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
JANUARY 16, 2024
EAGLE FIRE & RESCUE DEPARTMENT—705 S 1st Street
7:00 P.M.

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

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

--PLEDGE OF ALLEGIANCE

1. Report from Fire & Rescue.
2. Open Forum.
3. Discuss/possible action: Consider outline of economic development priorities for Cass County Nebraska Economic Development Council (CCNEDC).
4. Discuss/possible action: Approve CCNEDC Community Funding Agreement.
5. Discuss/possible action: Consider request from CCNEDC to provide funding for the 2024 Cass County Housing Study.
6. Discuss/possible action: Consider Village Board member(s) attending the League of Nebraska Municipalities' 2024 Midwinter Conference on February 26-27, 2024 in Lincoln.
7. Discuss/possible action: Approve Bryce Belt and Mike Graham attending the free 2024 Excavation Safety Summit in Lincoln on February 21, 2024.
8. Discuss/possible action: Approve transfer of \$1,824.00 from the General Account to the USDA Reserve Account for Eagle Facilities & Grounds Association (EFGA).
9. Discuss/possible action: Acceptance of the Fiscal Year 2023 Auditor's Report conducted by GBE, CPA, P.C.
10. Report on Streets and Maintenance.
11. Report on Wells and Sewer.
12. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
13. Report from Committees and Boards.
14. Discuss/possible action: Annual employee evaluation for Bryce Belt.

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.

**CASS COUNTY NEBRASKA ECONOMIC DEVELOPMENT COUNCIL COMMUNITY FUNDING
AGREEMENT**

This Agreement is entered into this ____ day of _____, 202_, by and between the Community or _____, Cass County, Nebraska, a municipal corporation and political subdivision of the State of Nebraska (Community), and the Cass County Nebraska Economic Development Council, a non-profit corporation organized pursuant to the laws of the State of Nebraska (CCNEDC).

RECITALS

WHEREAS, the Community of _____ wishes to assist in a program providing funds for the promotion, marketing and advertising of the Community as part of the expanded economic development effort with CCNEDC, more specifically; and,

WHEREAS, CCNEDC is interested in promoting economic development in Cass County and has established a relationship with the Greater Omaha Chamber of Commerce to promote economic development and the marketing of land available for development for job creation and retention in Cass County; and,

WHEREAS, the Greater Omaha Chamber of Commerce has a superior ability to provide the necessary materials, expertise and guidance to promote economic development; and,

WHEREAS, regional cooperation benefits all participants on a cooperative approach to economic development in the State of Nebraska.

NOW, THEREFORE, IT IS AGREED AS FOLLOW:

1. Community will:

- a. Pay to CCNEDC \$_____ annually billed _____, with payments made contingent upon Community determining, **in its sole and absolute discretion**, that CCNEDC has met the performance standards and milestones established below,
- b. Designate an individual as Community Liaison who will serve as the primary point of contact in communications with CCNEDC,
- c. Provide to CCNEDC a list, outline, or in other format the economic development priorities of the community prior to or upon the execution of this agreement to be attached to this document as ATTACHMENT A.

2. CCNEDC will:

- a. Provide a qualified, full-time, director to cooperate with the Greater Omaha Chamber of Commerce in preparing resources to parties inquiring in regard to sites available for the location of new or expanding businesses in Cass County, Nebraska. This director will also work with existing businesses in Cass County, Nebraska, to retain them in Cass County, help them with expansion needs and assist entrepreneurs in new small business start-ups. In addition to the Greater Omaha Chamber of Commerce, the director shall utilize resources of Nebraska Department of Economic Development (NEDED), Nebraska Public Power District (NPPD), Omaha Public Power District (OPPD), Black Hills Energy (BHE) and other economic development partners as appropriate.
- b. Review and assess the economic development priorities outlined in Att. A to ensure they fit with the economic development goals agreed upon by the Board of Directors
- c. Represent, as it will other participating communities in Cass County, Community in promoting the availability of Community's development sites as a possible location for such new or expanding businesses which will create or retain jobs in and around the Community

- d. Represent, as it will with other participating communities in Cass County, Community in promoting the availability of land in and around Community for development of new or expanding businesses which will create or retain jobs in and around Community
 - e. Provide annual reports regarding its activities to promote such economic development in both Cass County overall and within the corporate limits of Community
 - f. Provide, as requested, quarterly reports regarding its budgetary status, and an annual accounting of its expenditures, one copy of all responses to site selection requests for proposals for responses within the Community's zoning jurisdiction
 - g. Provide reasonable access to its records and financial information
 - h. Focus on the following tasks related to economic development:
 - i. Business retention and expansion (BRE) by conducting by itself or with other economic development partners BRE visits documenting such BRE visits in economic development databases, and providing an annual report available to all communities summarizing the findings of such BRE visits;
 - ii. Recruitment of new business to Cass County, Nebraska which will create new jobs and capital investment which will add to the tax base of Cass County.
 - iii. Identify and maintain a current inventory of building sites in and around Community and throughout Cass County; said inventory shall be kept current in LOIS and other commonly used economic development databases available to and used by the Community, other governmental entities, including NEDED, site selection consultants, utilities and other economic development participants;
 - iv. Partner with Community, County, Utility Providers, Engineers and other parties to assess utility service and provide site development planning;
 - v. Partner with Community's/County to conduct analyses and studies to understand suitable types of businesses to be targeted for recruitment, conduct a labor market analysis, to assess housing needs and opportunities, and related development studies;
 - vi. Continuously maintain updated community profile and site data of Community and other CCNEDC participating communities in economic development databases commonly used by NEDED, e.g.. LOIS, utilities, economic development site selection consultants;
 - vii. Partner with Community to address local economic development priorities by recommending and providing education on economic development programs and resources; and,
 - viii. Provide an annual in-person report to Village Board covering the action on and fulfillment of responsibilities outlined in this agreement, in Att. A and related topics.
3. No joint venture among the parties is deemed created by virtue of this Agreement. CCNEDC acknowledges that it has no authority in interacting with third parties to bind Community, and the only formal action by the City Council or Village Board of Community may result in a binding obligation of Community
 4. Community's liaison is its Municipal Clerk and CCNEDC's is its executive director
 5. This agreement expires in two years unless renewed; provided, however, that Community reserves the right to terminate this Agreement, for any reason and in its sole and absolute discretion, at the end of the any quarter during the 2-year term and to do so without penalty upon written notice sent first class mail to CCNEDC. If Community terminates this agreement early, it shall be relieved of any obligation to make further payment to CCNEDC so long as the payment for the quarter during which the notice is given has been made; i.e.; no payment shall be due for any future quarter. CCNEDC acknowledges that Community's renewal requires the necessary vote of the City Council or Village Board of the Community.
 6. Each party shall at its own cost use its best efforts to comply with all applicable federal, state, county, or local laws, rules, regulations and ordinances now or hereafter enacted.
 7. The parties agree to indemnify each other as follows:
 - a. To the extent permitted by law, CCNEDC agrees to indemnify and save

harmless Community from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of CCNEDC, or of CCNEDC's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, CCNEDC will have no liability to Community with respect to any claims of whatever nature arising from any act, omission, or negligence of Community, or of Community's contractors, licensees, agents, servants, or employees.

- b. To the extent permitted by law, Community agrees to indemnify and save harmless CCNEDC from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Community, or of Community's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Community will have no liability to CCNEDC with respect to any claims of whatever nature arising from any act, omission, or negligence of CCNEDC, or of CCNEDC's contractors, licensees, agents, servants, or employees.
 - c. Such indemnification obligations shall survive the termination or expiration of this agreement
8. Each party shall continuously maintain, and shall have its contractors and subcontractors maintain all legally required insurance at any statutory minimums, including but not limited to workers' compensation.
 9. Neither party shall be liable to the other for the failure to perform their duties nor for any resultant damage or loss if such failure is caused by catastrophe, riot, war, governmental order, or regulation, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the party in default.
 10. CCNEDC may not assign this agreement without express written agreement of the Community.
 11. CCNEDC shall provide any notices to Community by directing the same to the Municipal Clerk at his or her business address. Community shall provide any notices to CCNEDC by directing the same to the current CCNEDC president at his or her business address. Any notices shall be deemed given or made upon deposit, with deposit determined by the postmark date, in the United States mail, postage prepaid, or by hand delivery with the recipient acknowledging receipt in writing (acknowledged only by the Mayor or Clerk for Community or only by the Executive Director or Chair of the Board of Directors for CCNEDC) which notice must be no less than 10 days in advance of any adverse action.
 12. Community is solely responsible for the conduct of its business as a municipal corporation and political subdivision of the State of Nebraska., Neither CCNEDC nor any of its officers, employees, agents, or subcontractors, in their official capacity shall, without the prior written authorization from the Community Liaison, provide any press releases, letters of support, testimony at public hearings, or other information concerning any policy matter before the City Council or Village Board.
 13. This agreement is governed by the laws of the State of Nebraska, and a finding that any term of this Agreement is invalid terminates this Agreement, and no further payments or services will be required.

14. This agreement constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of this agreement will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
15. Both parties agree that this agreement is not binding on either party until both parties have executed the same
16. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
 - a. If Contractor is an individual or sole proprietorship, the following also applies:
 - b. If Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program and submit the same with this agreement upon submission of its bid for the same.
 - c. Contractor understands and agrees that lawful presence in the United States is required to execute this Agreement and Contractor may be disqualified or the Agreement terminated by Community without liability to Contractor if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108. In the event of such termination, Contractor covenants not to sue Community for any claim of any nature.

IN WITNESS WHEREOF, we, the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written

VILLAGE OF EAGLE

Village Board Chairperson

Date:

Attest:

CASS COUNTY NEBRASKA
ECONOMIC DEVELOPMENT COUNCIL

Date

Attest:

Letter of Intent to Fund CCNEDC Housing Study

Date: _____

Josh Charvat
Cass County Nebraska Economic Development Council
808 Conagra Drive, Ste 400
Omaha NE 68102

Josh Charvat,

I am writing to provide a letter of intent from the Village of Eagle to provide funding towards the completion of a 2024 Cass County Housing Study to be completed by Hanna Keelan Associates. The 2024 Cass County Housing Study will serve a vital role in the economic development of Cass County and the study will provide a comprehensive assessment of the current housing, economic, and demographic profile of the County; assess the housing market demand; and provide an action-plan.

Therefore, by this letter, please consider the Village of Eagle is prepared to provide funding towards the 2024 Cass County Housing Study in the amount of \$ _____.

The Village of Eagle acknowledges that upon notification of the execution of the Agreement between the Cass County Nebraska Economic Development Council and Hanna Keelan Associates a request for payment will be made via an invoice from the Cass County Nebraska Economic Development Council.

Respectfully,

Village Board Chairperson

Village Clerk

Please note: Invoices will be sent out upon acknowledgement of the receipt of the NIFA Housing Study Grant. However, if you would like to be invoiced prior to the end of the year please mark the below line.

_____ Please invoice our organization before the end of the year.

Shaping the Future of our
Cities and Villages with
Leadership & Vision



2024 MIDWINTER CONFERENCE

FEBRUARY 26-27, 2024

CORNHUSKER MARRIOTT HOTEL, LINCOLN



Deb VanMatre
League President
Mayor, Gibbon



2024 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 26-27, 2024



MUNICIPAL TREASURERS AND MUNICIPAL ATTORNEYS: The League will let you know as soon as the State Auditor's Office and the Mandatory Continuing Legal Education Commission informs us of the number of hours each will receive.

Tentative Conference Program (subject to change)

Monday, February 26, 2024

- 7:30–8 am** **Registration:** Visit Display Areas (coffee and rolls available)
- 8–9 am** **Welcome**
League President Deb VanMatre, Mayor of Gibbon
Attorney General's Update: Be informed about important cases, legislation, and work of the Nebraska Attorney General's Office affecting municipal operations and public safety.
Nebraska Attorney General Mike Hilgers
- 9–9:15 am** **Break:** Visit Display Areas
- 9:15–10:30 am** **EPIC Option:** Learn more about the consequences of enacting the EPIC Option to "Eliminate Property, Income, and Corporate" (EPIC) Taxes.
Korby Gilbertson, Partner, Radcliffe Gilbertson & Brady
Dylan Grundman O'Neill, Senior State Policy Analyst, Institute on Taxation and Economic Policy
- 10:30–10:45 am** **Break:** Visit Display Areas
- 10:45–11:45 am** **League Legislative Update**
L. Lynn Rex, Executive Director, LNM
- 11:45 am–12 pm** **Break:** Visit Display Areas
- 12–1:30 pm** **Luncheon**
Keynote Address: Understanding the "Art of Compromise" to Minimize the "Politics of Division"
Former U.S. Senator and Nebraska Governor E. Benjamin Nelson
- 1:30–1:45 pm** **Break:** Visit Display Areas
- 1:45–2:45 pm** **Concurrent Sessions:**
- A. Community Partnerships:** Learn how the Nebraska Military Department is partnering with municipalities across the state.
(Session repeated at 3 pm)
Major General Craig Strong, Adjutant General of the Nebraska Military Department which includes the Air National Guard, Army National Guard, and the Nebraska Emergency Management Agency
 - B. Artificial Intelligence (AI):** Learn about the practical and transformative potential of AI and how it can benefit your city or village.
(Session repeated at 3 pm)
Google Representative
 - C. Social Media Policies and Related Issues:** Be informed about the importance of a social media policy and upcoming cases before the U.S. Supreme Court.
(Session repeated at 3 pm)
Moderator: Christy Abraham, Legal Counsel, LNM
Danielle Myers-Noelle, City Attorney, Norfolk
Laura McAloon, City Administrator, Grand Island
Nebraska Information Technology Commission Representative
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2024 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 26-27, 2024



Monday, February 26, 2024 (con't.)

1:45–2:45 pm

Concurrent Sessions: (con't.)

D. DED Grants: Update on timelines and requirements for affordable housing grants, Community Development Block Grants (CDBG), Civic and Community Center Financing Fund (CCCCF) grants, and grants related to Creative Districts.

(Session repeated at 3 pm)

Jenny Mason, Director, Disaster Recovery Division, Nebraska Department of Economic Development

Rachel Morgan, Program Specialist, Nebraska Arts Council

2:45–3 pm

Break: Visit Display Areas

3–4 pm

Concurrent Sessions:

A. Community Partnerships: Learn how the Nebraska Military Department is partnering with municipalities across the state.

(Repeat of 1:45 pm session)

Major General Craig Strong, Adjutant General of the Nebraska Military Department which includes the Air National Guard, Army National Guard, and the Nebraska Emergency Management Agency

B. Artificial Intelligence (AI): Learn about the practical and transformative potential of AI and how it can benefit your city or village.

(Repeat of 1:45 pm session)

Google Representative

C. Social Media Policies and Related Issues: Be informed about the importance of a social media policy and upcoming cases before the U.S. Supreme Court.

(Repeat of 1:45 pm session)

Moderator: Christy Abraham, Legal Counsel, LNM

Danielle Myers-Noelle, City Attorney, Norfolk

Laura McAloon, City Administrator, Grand Island

Nebraska Information Technology Commission Representative

D. DED Grants: Update on timelines and requirements for affordable housing grants, Community Development Block Grants (CDBG), Civic and Community Center Financing Fund (CCCCF) grants, and grants related to Creative Districts.

(Repeat of 1:45 pm session)

Jenny Mason, Director, Disaster Recovery Division, Nebraska Department of Economic Development

Rachel Morgan, Program Specialist, Nebraska Arts Council

4–4:15 pm

Break: Visit Display Areas

4:15–5:30 pm

Section Meetings:

Mayors and Village Board Chairs

Smaller Cities and Villages

Larger Cities

Clerks

City Managers/Administrators

Utilities Section

2024 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 26-27, 2024



Tuesday, February 27, 2024

7–8 am NCMA Membership Breakfast

8 am **Registration:** Visit Display Areas (coffee and rolls available)

8:15–9:15 am **Concurrent Sessions:**

- A. EPIC Panel:** Learn how to educate municipal officials and others about the proposed legislation and constitutional amendments to “Eliminate Property, Income and Corporate” (EPIC) Taxes.
(Session repeated at 10:45 am)
Jeff Hofaker, City Administrator, Sutton
Melissa Harrell, City Administrator, Wahoo
Layne Groseth, City Administrator, North Platte
- B. Cybersecurity:** Best practices to prevent cyber threats, important training for employees, and recommendations for employer policies, password management, safe web browsing, secure file sharing, and options for implementing multi-factor authentication (MFA).
(Session repeated at 9:30 am)
Ed Knott, President, Applied Connective Technologies
Jarod Dendinger, Relationship Manager, Applied Connective Technologies
Kenley Silhacek, Senior IT Network Engineer, Applied Connective Technologies
- C. Top 10 Questions Asked with No Clear Answer in State Law**
Christy Abraham, Legal Counsel, LNM
Lash Chaffin, Utilities Section Director, LNM
- D. Effective Security Measures:** Learn how to better protect citizens, municipal officials, and employees attending public meetings and events. *(This session is sponsored by the League Association of Risk Management.)*
James Kelley, Loss Control Specialist, LARM
John Hobbs, Loss Control Specialist, LARM

9 am–4 pm **Fire Chiefs Section Meeting**

9:15–9:30 am **Break:** Visit Display Areas

9:30–10:30 am **Concurrent Sessions:**

- A. Preventative Internal Controls Necessary to Safeguard Municipal Assets:** What elected and appointed officials need to know.
(Session repeated at 10:45 am)
Craig Kubicek, CPA, CFE, Deputy Auditor, Nebraska Auditor of Public Accounts
 - B. Cybersecurity:** Best practices to prevent cyber threats, important training for employees, and recommendations for employer policies, password management, safe web browsing, secure file sharing, and options for implementing multi-factor authentication (MFA).
(Repeat of 8:15 am session)
Ed Knott, President, Applied Connective Technologies
Jarod Dendinger, Relationship Manager, Applied Connective Technologies
Kenley Silhacek, Senior IT Network Engineer, Applied Connective Technologies
 - C. Infrastructure:** Learn about the importance of creating an ongoing infrastructure maintenance plan.
Lash Chaffin, Utilities Section Director, LNM
 - D. Strategic Planning:** How to develop a vision and blueprint of your municipality’s goals, planned projects to achieve these goals, and benchmarks to increase success!
(Session repeated at 10:45 am)
Steve Rathman, Police Chief, Plattsmouth
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2024 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 26-27, 2024



Tuesday, February 27, 2024 (con't.)

9:30–10:30 am **Concurrent Sessions: (con't.)**

E. League Insurance Government Health Team (LIGHT) Board of Directors Meeting: Everyone is welcome to attend this meeting. Please take advantage of this opportunity to learn more about LIGHT and the partnership with Blue Cross Blue Shield of Nebraska and Mutual of Omaha. (This meeting may last more than one hour.)

10:30–10:45 am **Break:** Visit Display Areas

10:45–11:45 am **Concurrent Sessions:**

A. Preventative Internal Controls Necessary to Safeguard Municipal Assets: What elected and appointed officials need to know.

(Repeat of 9:30 am session)

Craig Kubicek, CPA, CFE, Deputy Auditor, Nebraska Auditor of Public Accounts

B. EPIC Panel: Learn how to educate municipal officials and others about the proposed legislation and constitutional amendments to “Eliminate Property, Income and Corporate” (EPIC) Taxes.

(Repeat of 8:15 am session)

Jeff Hofaker, City Administrator, Sutton

Melissa Harrell, City Administrator, Wahoo

Layne Groseth, City Administrator, North Platte

C. Risk Management: Learn why markets are hardening in Nebraska and across the United States with increasing costs for property coverages. *(This session is sponsored by the League Association of Risk Management.)*

Justin Swarbrick, Senior Vice President, Alliant Insurance Services

D. Strategic Planning: How to develop a vision and blueprint of your municipality’s goals, planned projects to achieve these goals, and benchmarks to increase success!

(Repeat of 9:30 am session)

Steve Rathman, Police Chief, Plattsmouth

11:45 am–12 pm **Break:** Visit Display Areas

12 pm **Designated Delegates with White Ribbons on Their Name Badges:** Greet your State Senator.

12–1:10 pm **Senator Appreciation Luncheon**

1:10 pm **Adjournment – Thank you for coming! Please drive safely!**

2024 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

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Delegate Registration

Municipality: _____

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

Title: _____ Spouse (if attending): _____

First League Conference? Yes _____ No _____

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

Billing address: _____

Phone: _____ Email: _____

Conference:	Through Feb. 9	After Feb. 9
(Includes electronic handbook; meals are extra)		
Per city/village official, League member	_____ \$395	_____ \$425

Partial conference attendance:	Through Feb. 9	After Feb. 9
(Includes electronic handbook; meals are extra)		
Monday sessions	_____ \$300	_____ \$330
Tuesday morning only	_____ \$150	_____ \$170

Conference Total: \$ _____

Meals: (not included in registration fee; indicate number needed by Feb. 9)

Monday Luncheon	_____ \$30
Tuesday Senator Appreciation Luncheon	_____ \$30

Meals Total: \$ _____

Conference Information

- Preregistration deadline is Feb. 9. Registrations received after this date will incur higher registration costs.
- Advance registrations not cancelled by this date or "no shows" will be billed since the sessions will be recorded and sent to registered delegates.
- If you need special accommodations or equipment at this conference, contact the League office by Feb. 9.

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

[Click here](#) to register online with a credit card. ***PLEASE NOTE -- There is a credit card processing fee included for each item.***

2024 MIDWINTER CONFERENCE

LEAGUE OF NEBRASKA MUNICIPALITIES

Cornhusker Marriott Hotel, Lincoln

February 26-27, 2024



Conference Information

Designed for elected or appointed officials, the focus of the **2024 Midwinter Conference** will be current and proposed legislation and how it affects local governments. A highlight of the two-day conference will be the Senator Appreciation Luncheon, which offers municipal officials an opportunity to meet and visit with their State Senators.

- ❑ All conference sessions will be held at the Cornhusker Marriott Hotel, 333 South 13th Street, Lincoln, NE 68508.
 - ❑ To make room reservations at the Cornhusker, call 1-866-706-7706 or 402-474-7474 or [book online](#). When calling to reserve a room, please state that you are attending the League's conference to obtain the special room rate. The deadline for reserving a room is **Feb. 5**.
 - ❑ The room rate is \$112 for a single or double room with Government ID card. If you need an ID card, contact the League office. Individual guest accounts are payable at check out by cash or credit card.
 - ❑ Check in time is approximately 4 p.m.; check out time is 11 a.m.
 - ❑ The preregistration deadline is **Feb. 9**. Registrations received after this date will incur higher registration costs. Advance registrations not cancelled by this date or "no shows" will be billed since the sessions will be recorded and sent to registered delegates.
 - ❑ If you need special accommodations or equipment at this conference, contact the League office by **Feb. 9**.
 - ❑ To meet printing schedules for the conference materials, sponsor fund or display table information must be returned by **Feb. 9**.
 - ❑ For your comfort, we recommend that you wear layered clothing or bring a jacket because heating and cooling conditions may vary.
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SAVE THE DATE!!!

2024 Excavation Safety Summit

Date: Wednesday, February 21, 2024

**Location: Lancaster Event Center, Lincoln,
NE**

**Please Plan On Joining Us For The 13th Annual Nebraska
Excavation Safety Summit**

Registration Will Open Mid-January

This FREE educational event brings 1200+ stakeholders in excavation safety together to support the common goal of damage prevention and safe digging. A variety of industry experts speak throughout the day and the Excavator and Locator Rodeos provide an opportunity to practice excavation equipment skills and win prizes! Numerous vendors/sponsors are on hand to exhibit industry products and services. Attendees can participate in a variety of interactive activities and charitable opportunities while filling a complimentary attendee bag full of promotional and educational items including a free t-shirt for all attendees. We hope to see you in February!

- **Classes And Demonstrations**
- **Valuable Vendor Contact And Giveaways**
- **Locate Rodeo Competition**
- **Excavator Rodeo Competition**
- **Excavator And Locator Of 2023 Awards (Voting Will Open In January)**
- **Exciting Speakers And Games**
- **Jam-Packed Agenda With New Speakers, Games, And Prizes**

VILLAGE OF EAGLE

January 2, 2024

The Village Board of Trustees met in regular session at 7:00 p.m. on January 2, 2024 with Todd, Hochstein, Meier, Caylor and Dobbins 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 Todd named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Open Forum – No public comment.

Todd read Ordinance 2023-06 entitled:

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND SECTION 201, ARTICLE 2, CHAPTER 11 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, BY THE ADOPTION OF NEW ZONING REGULATIONS, BY REFERENCE, FOR THE VILLAGE OF EAGLE, NEBRASKA, AND FOR THAT AREA WITHIN THE EXTRATERRITORIAL JURISDICTION BEYOND THE CORPORATE LIMITS; TO AMEND THE ZONING MAP FOR THE MUNICIPALITY; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, 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 TO PROVIDE THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA BY REFERENCE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

Motion by Hochstein, second by Meier, to accept the final reading and adopt Ordinance 2023-06. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Todd, to approve the estimate from Nebraska Generator Service to install an external programmable exercise clock on the generator at Fire & Rescue in the amount of \$1,161.52. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Hochstein, to appoint Travis Moore, Rebecca Rezabek and Terry Caddy as Board of Directors to Eagle Facilities & Grounds Association (EFGA). Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 18,256.04, Board Wages 1,000.00, ABC Termite & Pest Control 67.00, Adams, Lawrence 100.00, Allied Benefit Systems 5,485.56, Amazon Marketplace 222.93, American Exchange Bank 1,125.00, Auxiant 163.70, Black Hills Energy 673.31, Blue Valley Public Safety 1,471.70, Bound Tree Medical 1,631.50, Capital Business Systems 256.25, Casey's 627.62, Cass Co Register of Deeds 32.00, Cass Co Sheriff's Dept 3,145.21, Constellation Energy 506.56, Core & Main 805.60, Cornhusker Press 160.31, Dan Sanderson Auctioneers 12,700.00, Eagle Automotive 1,065.96, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 5,745.44, Employee Christmas Bonuses 400.00, Federal Licensing Inc. 119.00, Gabel Construction 775.00, Google LLC 171.39, Hotsy Equipment 16.77, John Hancock Investments 375.95, Johnson, Lavane 129.76, Maguire 3,721.00, Malware-Bytes 42.19, Matheson Tri-Gas 240.77, Menards-South 386.13, Midwest Insurance Exchange 4,457.00, NE Dept of Env & Energy 115.00, NE Dept of Rev 2,533.78, NE Generator Svc 586.00, NE Public Health Env Lab 462.00, Norland Pure 7.95, Nystrom, Nick 57.00, Nystrom, Taira 400.00, One Billing Solutions 678.16, One Call Concepts 5.60, OPPD 4,965.03, O'Reilly Auto Parts 192.31, Quik Dump Refuse 1,667.20, School District 145 30.00, Snyder & Associates 3,855.50, Stryker Sales 225.06, Traincel 199.00, Tricare West 651.41, United States Treasury 683.32, UNUM 982.54, US Postmaster 585.00, USA Bluebook 315.24, Verizon Wireless 748.42, Voice News 176.15, Windstream 586.00. Total of bills: **\$88,543.22**.

Approved Park Claims: Aqua Chem 6,205.92, Black Hills Energy 42.51, OPPD 104.15. Total of bills: **\$6,352.58**.

The meeting was adjourned at 8:00 p.m.

Nick Nystrom
Village Clerk

Terri Todd
Chairperson

VILLAGE OF EAGLE

January 2, 2024

The Village Board of Trustees met in regular session at 7:00 p.m. on January 2, 2024 with Todd, Hochstein, Meier, Caylor and Dobbins 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 Todd 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 – Law Enforcement not present. No report was received.

Report from Building & Zoning Administrator – Hestermann reported no new building permits, 1 certificate of occupancy and 5 inspections during the month of December. There are 10 total open permits to date. Hestermann is working on property code violation inspections that were brought to his attention by the Health Board at 705 Eagle Drive and 509 South 4th Street.

Open Forum – No public comment.

Discuss/possible action: Approve Cass County Economic Development Council Community Funding Agreement – Josh Charvat (Executive Director; CCNEDC) was present and said the primary purpose of the Funding Agreement is to better outline the agreed upon roles and responsibilities that CCNEDC will provide to investor communities. Charvat said he believes CCNEDC needs to do a better job of being accountable to the public investors but also needs some clarity on the economic development goals of each community. Freeman-Caddy said the Funding Agreement anticipates having an attachment for economic development priorities. The Village Board generally agreed to discuss economic development priorities and consider the Funding Agreement at the next regular meeting. Agenda item tabled until the January 16, 2024 meeting.

Discuss/possible action: Consider request from Cass County Economic Development Council to provide funding for the 2024 Cass County Housing Study – Josh Charvat said CCNEDC applied for a NIFA Grant to help conduct a county-wide housing study. To help ensure adequate funding to both hire Hanna Keelan Associates to conduct the study as well as lead the implementation of the key strategies from the study, CCNEDC is seeking partnerships with its communities and private investors on fundraising. Charvat said CCNEDC has currently fundraised almost \$10,000 with a goal of \$15,000. All funds raised will enable CCNEDC to jump straight into implementation of the plan upon completion in the fall. Freeman-Caddy asked what

the Housing Study can be used for outside of knowing where the demand for housing is. Charvat said a Housing Study can also assist with grant funding and is an important tool for developers. Terry Caddy asked how information will be gathered for the study. Charvat said there are a variety of avenues which include census data and surveys. The Village Board generally agreed to discuss and consider a contribution to the Housing Study at the next regular meeting. Agenda item tabled until the January 16, 2024 meeting.

Todd read Ordinance 2023-06 entitled:

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND SECTION 201, ARTICLE 2, CHAPTER 11 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, BY THE ADOPTION OF NEW ZONING REGULATIONS, BY REFERENCE, FOR THE VILLAGE OF EAGLE, NEBRASKA, AND FOR THAT AREA WITHIN THE EXTRATERRITORIAL JURISDICTION BEYOND THE CORPORATE LIMITS; TO AMEND THE ZONING MAP FOR THE MUNICIPALITY; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, 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 TO PROVIDE THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA BY REFERENCE, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, Neb. Rev. Stat. §19-901 provides that a Village of the State of Nebraska may adopt zoning regulations for the purpose of promoting the health, safety, morals, or the general welfare of the Village of Eagle, Nebraska, and,

WHEREAS, said Statute further provides that the Board of Trustees of the Village of Eagle, Nebraska, may adopt zoning regulations which restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes, and,

WHEREAS, Neb. Rev. Stat. §19-903(5)(a) provides that the zoning regulations, adopted pursuant to a Comprehensive Development Plan, shall be designed to lessen congestion in the streets; to secure safety from fire, panic, and

other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to secure safety from flood; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; to protect property against blight and depreciation; to protect the tax base; to secure economy in governmental expenditures; and to preserve, protect, and enhance historic buildings, places, and districts. Such regulations shall be made with reasonable consideration, among other things, for the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality.

WHEREAS, the Chairman and Board of Trustees of the Village of Eagle, Nebraska, have, prior hereto, and pursuant to Ordinance No. 2018-13 adopted a Comprehensive Development Plan for the Village of Eagle, Nebraska, and for that area up to 1.25 miles outside of its corporate limits, as permitted by Cass County pursuant to Neb. Rev. Stat. §13-327, and as adopted by Ordinance No. 2013-16 by the Village of Eagle.

WHEREAS, the last overall revision of the Zoning Regulations was made by Ordinance 2007-03 on June 18, 2007, with amendments thereafter, and

WHEREAS, the Planning Commission of the Village of Eagle, Nebraska, has held a public hearing upon said zoning regulations and to consider amending the zoning map to address size nonconformities as they exist on the current map, providing notice as provided by law, and,

WHEREAS, the Board of Trustees of the Village of Eagle, Nebraska, have held a public hearing upon said zoning regulations and zoning map revisions, providing notice as provided by law, and,

WHEREAS, said zoning regulations and zoning map revisions are in accordance with the Comprehensive Development Plan, and the aforementioned statutes, and,

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

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

Section 2. That the Board of Trustees of the Village of Eagle, Nebraska, does hereby adopt updated Zoning Regulations for the Village of Eagle, Nebraska, and for that area within the extraterritorial jurisdiction beyond the corporate limits, said Zoning Regulations, together with all explanatory material and supporting documentation, being incorporated herein by reference and declared to be a part of this Ordinance.

Section 3. That Section 201, Article 2, Chapter 11 of the Municipal Code of the Village of Eagle, Nebraska, shall be amended by this Ordinance to read as follows:

§11-201 ZONING REGULATIONS; ADOPTED BY REFERENCE; MAP.

(1) The Board of Trustees does hereby adopt Zoning Regulations dated January 2, 2024 for the Municipality and for that area up to 1.25 miles outside of the corporate boundaries as specifically designated on the Zoning Map, said Zoning Regulations, together with all explanatory material and supporting documentation, together with all explanatory material and supporting documentation, being incorporated herein by reference and declared to be a part of this Code.

(2) The official Zoning Map for the Municipality and for that area up to 1.25 miles of its corporate limits as ceded and agreed to by Cass County, shall be identified by the signature of the Chair of the Board of Trustees, attested by the Village Clerk and bear the Seal of the Village under the following words:

“This is to certify that this is the Official Zoning Map referred to in Zoning Regulations of the Village of Eagle, Nebraska, adopted January 2, 2024.”

(3) Three (3) copies of the Zoning Regulations, and three (3) copies of the official Zoning Map and for the extraterritorial jurisdiction beyond the corporate limits, together with all changes, amendments, or additions thereto, shall be maintained in the office of the Municipal Clerk and shall be available for public inspection during regular office hours.

Section 4. That the Chair and Board of Trustees of the Village of Eagle, Nebraska, and its Clerk, are hereby authorized and directed to implement this Ordinance.

Section 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 Board of Trustees of the Village of Eagle that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

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

Section 7. That this Ordinance shall be published within the first 15 days after its passage and approval either in pamphlet form or by posting in three public places within the Village of Eagle, Nebraska, and shall be effective on the 15th day from and after its passage, approval, and publication as provided herein.

Section 8. That it is the intention of the Board of Trustees of the Village of Eagle, Nebraska, 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.

Motion by Hochstein, second by Meier, to accept the final reading and adopt Ordinance 2023-06. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Todd, to approve the estimate from Nebraska Generator Service to install an external programmable exercise clock on the generator at Fire & Rescue in the amount of \$1,161.52. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Hochstein, to appoint Travis Moore, Rebecca Rezabek and Terry Caddy as Board of Directors to Eagle Facilities & Grounds Association (EFGA). Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider Village Board member(s) attending the League of Nebraska Municipalities' 2024 Midwinter Conference on February 26-27, 2024 in Lincoln – Nystrom reported the costs for the Midwinter Conference as follows: February 26-27, 2024 (\$395.00); February 26, 2024 individually (\$300.00); February 27, 2024 individually (\$150.00); and lunch is \$30.00 per day. There is no agenda available for the conference at this time. The Village Board generally agreed to discuss and consider attendance at the Midwinter Conference at the next regular meeting. Agenda item tabled until the January 16, 2024 meeting.

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

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

Approved Claims: Wages 18,256.04, Board Wages 1,000.00, ABC Termite & Pest Control 67.00, Adams, Lawrence 100.00, Allied Benefit Systems 5,485.56, Amazon Marketplace 222.93, American Exchange Bank 1,125.00, Auxiant 163.70, Black Hills Energy 673.31, Blue Valley Public Safety 1,471.70, Bound Tree Medical 1,631.50, Capital Business Systems 256.25, Casey's 627.62, Cass Co Register of Deeds 32.00, Cass Co Sheriff's Dept 3,145.21, Constellation Energy 506.56, Core & Main 805.60, Cornhusker Press 160.31, Dan Sanderson Auctioneers 12,700.00, Eagle Automotive 1,065.96, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 5,745.44, Employee Christmas Bonuses 400.00, Federal Licensing Inc. 119.00, Gabel Construction 775.00, Google LLC 171.39, Hotsy Equipment 16.77, John Hancock

Investments 375.95, Johnson, Lavane 129.76, Maguire 3,721.00, Malware-Bytes 42.19, Matheson Tri-Gas 240.77, Menards-South 386.13, Midwest Insurance Exchange 4,457.00, NE Dept of Env & Energy 115.00, NE Dept of Rev 2,533.78, NE Generator Svc 586.00, NE Public Health Env Lab 462.00, Norland Pure 7.95, Nystrom, Nick 57.00, Nystrom, Taira 400.00, One Billing Solutions 678.16, One Call Concepts 5.60, OPPD 4,965.03, O'Reilly Auto Parts 192.31, Quik Dump Refuse 1,667.20, School District 145 30.00, Snyder & Associates 3,855.50, Stryker Sales 225.06, Traincel 199.00, Tricare West 651.41, United States Treasury 683.32, UNUM 982.54, US Postmaster 585.00, USA Bluebook 315.24, Verizon Wireless 748.42, Voice News 176.15, Windstream 586.00. Total of bills: **\$88,543.22**.

Approved Park Claims: Aqua Chem 6,205.92, Black Hills Energy 42.51, OPPD 104.15. Total of bills: **\$6,352.58**.

Report from Attorney – Freeman-Caddy said the SAM renewal for Eagle Facilities & Grounds Association (EFGA) will be completed in the next couple of weeks. A show cause hearing was scheduled for today in Cass County regarding unlicensed dogs at large; the defendant did not show up for the hearing. Freeman-Caddy said a certified copy of the Eagle Municipal Code was delivered to Cass County. Municipal Code updates may be reviewed and amended as necessary this summer.

Report from Clerk/Treasurer – Nystrom said the Fiscal Year 2023 Audit is nearing completion. The office has primarily been working on end-year and new-year paperwork and filing. Terry Caddy said the property owner of the vacant house at 600 Highway 34 is potentially interested in allowing the fire department to burn down the structure. There were 251 burn permits issued for the year; 143 dogs and 27 cats licensed; and 18 new off-road vehicles licensed (38 total). Nystrom said the total monthly income ending December 31, 2023 was \$85,362.17.

The meeting was adjourned at 8:00 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 January 2, 2024 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

Terri Todd
Chairperson