

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
FEBRUARY 18, 2025
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. Discussion: Updates on the potential for a new Community Center / Fire & Rescue Station.
3. Open Forum.
4. Discuss/possible action: Approve funding for Fireworks for Eagle Days at a cost of up to \$5,000.
5. Discuss/possible action: Consider proposal from Kidwell for additional Verkada security cameras at a cost of up to \$7,850.00.
6. Discuss/possible action: Approve Grant Agreement between Nebraska Environmental Trust and the Village of Eagle regarding the implementation of Waste Diversion—Recycling Project No. 25-143.
7. Report on Streets and Maintenance.
8. Report on Wells and Sewer.
9. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
10. Report from Committees and Boards.
11. Discuss/possible action: Updates on the available Full-time Public Works position.
12. Discuss/possible action: Annual employee evaluation for Terry Caddy.

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.



Stephanie & Jason Ukele
76 Plum Avenue Inman, KS 67546
Office: 620-663-7714
1-888-886-1008
Fax: 1-800-884-1218
Email: info@fireworks-display.com
Website: www.fireworks-display.com
BATFE # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 3rd day of February, 2025 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and **EAGLE VISION**, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 21st day of June, 2025.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
- a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of **Five Thousand Dollars and no/100 cents (\$ 5,000.00)**. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of **One Thousand Two Hundred Fifty Dollars and no/100 cents (\$ 1,250.00)** to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of **Three Thousand Seven Hundred Fifty Dollars and no/100 cents (\$ 3,750.00)** within ten (10) days after the date of the display.

In the event of inclement weather or other adverse conditions, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** twenty-five percent (25%) of the show cost for the expense deposit in the sum of **One Thousand Two Hundred Fifty Dollars and no/100 cents (\$ 1,250.00)**. The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2025.

SELLER:
RAINBOW FIREWORKS, Inc.

PURCHASER:
EAGLE VISION

By: Stephanie Ukele

By: _____

Authorized Agent

Authorized Agent



Village of Eagle

Nick Nystrom
nick@eaglene.gov
727 S. 1st Street
Eagle, NE 68347
United States

Justin Peppard

jpeppard@kidwellinc.com
(402) 475-9151
KIDQ22238
2/4/2025

Job Name/Location: Two Verkada Cameras

- 1 Option #1 - One (1) 8MP outdoor bullet camera to act as a license plate reader, which includes the following for \$4,100.00:
- o (1) Three-year Camera License
 - o (1) Junction Box
 - o (1) Plenum-rated Category 6 cabling run
 - o (1) Lift Rental

___ Yes, I accept option #1. ___ No, I decline option #1.

- 1 Option #2 - One (1) 8MP outdoor dome camera for the pool, which includes the following for \$3,750.00:
- o (1) Three-year Camera License
 - o (1) Pendant Cap Mount
 - o (1) Telescopic Parapet Mount
 - o (1) 1.5" to 1.5" double alum pipe coupler
 - o (1) 8-Port Gigabit PoE+ Switch
 - o (1) Plenum-rated Category 6 cabling run

___ Yes, I accept option #2. ___ No, I decline option #2.

- Pricing does not include any PCs or monitors, viewing stations, alarm licensing or UPS systems.
- Pricing does not include any electrical work, including conduits, raceways, rough-ins, sleeves & pathways.
- Kidwell is not responsible for schedule delays caused by others and/or material delays.

Notes:

- 1) Work to be performed during Kidwell's normal business hours.
- 2) No sales tax has been included for material or labor on this proposal.
- 3) All required taxes will be charged and added to the proposal price on invoicing.
- 4) The following items are not included in this base bid proposal unless otherwise stated above:
 - a. New telephone hardware or any programming
 - b. Electrical or conduit work unless noted above
 - c. Routers, hubs, switches, servers or any other active communications equipment
 - d. Relocation of any PC's or other networking hardware.
 - e. Fees from the local power, cable and telephone companies
 - f. Plywood backboards and any backing materials of any kind
 - g. Painting of any kind
 - h. The patching of any type of surface
- 5) All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Payment Terms:

Payments to be made monthly. Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%. This proposal may be withdrawn by us if not accepted within thirty days. Additional fees will apply if payment is made by credit card.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Kidwell is authorized to do the work as specified. Payment will be made as outlined above. By signing below, customer accepts all payment terms, additional notes and Kidwell terms and conditions.

Base Bid

\$7,850

This quote is valid for a period of 30 days.

Authorized Kidwell Signature: _____

Date: 2/4/2025

Customer Signature: _____

Date: _____

LINCOLN	OMAHA	KEARNEY	COLUMBUS	SIOUX FALLS	DES MOINES
3333 Folkways Circle Lincoln, NE 68504	7050 S. 110th St. La Vista, NE 68128	414 E. 6th St. Kearney, NE 68847	118 23rd St. #118 Columbus, NE 68601	100 E. 6th St. Sioux Falls, SD 57104	4224 Fleur Dr. #202 Des Moines, IA 50321



Contract Terms & Conditions

The following terms and conditions are incorporated into the Agreement between Kidwell and the Customer:

Payments. All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

Facilities. For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

Standard of Performance; Disclaimer. The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. This warranty is void if Customer has modified the system. Kidwell disclaims all warranties either express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that (i) the services will meet Customer requirements or expectations; (ii) the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; (iii) Kidwell will detect or report intrusions or attempted intrusions; or (iv) all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

Employees. Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

Confidentiality. Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

Remedies. The parties shall have the following remedies:

Correction. Customer's exclusive remedy for any error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer; provided, however, that if the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

Performance. If Customer defaults in payment or otherwise, Kidwell in its sole discretion, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

Limitation of Liability. Neither party shall be liable for incidental, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

Independent Contractor. Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

Governing Law. This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

Force Majeure. The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, pandemic, supply chain interruption, or any other act or event beyond the control of the affected party.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.

VILLAGE OF EAGLE

February 4, 2025

The Village Board of Trustees met in regular session at 7:00 p.m. on February 4, 2025 with Todd, Hochstein, Meier, Dobbins and Surman 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 – Terry Caddy said one tree along the right-of-way by the Municipal Office is dead and replacement should be considered this spring. Caddy said a verbal complaint was received indicating the evergreen tree adjacent to 5th & F Street needs to be trimmed back due to it creating a visual obstruction for motorists.

Motion by Surman, second by Hochstein, to approve Wild Willy's 2025 Fireworks Permit Application at 340 Highway 34. Voting: Ayes – 5. Motion carried.

Motion by Dobbins, second by Meier, to introduce Ordinance 2025-02. Voting: Ayes – 5. Motion carried.

Chairperson Todd read Ordinance 2025-02 entitled:

ORDINANCE 2025-02

AN ORDINANCE TO ESTABLISH COMPENSATION FOR POOL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; 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, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

Motion by Hochstein, second by Meier, to accept the first reading of Ordinance 2025-02. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to suspend the rules of three consecutive readings of Ordinance 2025-02. Voting: Ayes – Dobbins, Meier, Hochstein, Todd. Nays – Surman. Motion carried.

Motion by Hochstein, second by Todd, to adopt Ordinance 2025-02. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to approve the Park Board recommendations for operation of the Eagle Pool during the 2025 season. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Todd, to approve the donation of a 2025 Family Pool Pass to Eagle Fire & Rescue for their annual Soup Supper on February 15, 2025. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 12,715.40, Board Wages 1,000.00, ABC Termite & Pest Control 55.00, Allied Benefit Systems 2,401.00, Amazon Marketplace 1,672.20, American Exchange Bank 750.00, Black Hills Energy 1,006.86, Capital Business Systems 235.58, Casey's 1,112.60, Cass Co Economic Development 1,000.00, Cass Co Sheriff's Dept 3,145.21, CLIA Laboratory Program 248.00, Constellation Energy 719.85, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 3,891.88, First Wireless 1,201.58, Gerteisen, Mary 1,138.40, Google LLC 144.00, Hestermann, Rick 283.15, HOA Solutions 750.00, Interstate Battery 75.29, Iowa Pump Works 5,252.65, ISW Custom Builders 100.00, John Hancock Investments 495.33, Keep Cass County Beautiful 1,000.00, Klabenes, Curtis 895.00, Knee Deep LLC 3,200.00, Lancaster Co Mutual Aid 100.00, League of NE Municipalities 2,177.00, Lovell Excavating 1,000.00, Mary's Tax Srvs 90.30, Matheson Tri-Gas 395.61, Menards-South 142.63, Midwest Labs 126.70, Municipal Supply of Omaha 372.23, NE Dept of Rev 2,122.55, NE Medicine 307.31, NE Public Health Env Lab 253.00, NE Secretary of State 28.00, Norland Pure 7.95, Nystrom, Taira 450.00, One Billing Solutions 606.48, One Call Concepts 19.68, OPPD 5,760.56, O'Reilly Auto Parts 128.06, Power Manager 364.15, Quik Dump Refuse 2,852.50, Riverstone Bank 15,304.84, Southeast Area Clerks Assn 20.00, UNUM 426.66, US Postmaster 285.31, Verizon Wireless 749.41, Windstream 610.65. Total of bills: **\$80,682.56**.

Approved Park Claims: Black Hills Energy 47.60, OPPD 112.96, Windstream 69.46. Total of bills: **\$230.02**.

The meeting was adjourned at 8:27 p.m.

Nick Nystrom
Village Clerk

Terri Todd
Chairperson

VILLAGE OF EAGLE

February 4, 2025

The Village Board of Trustees met in regular session at 7:00 p.m. on February 4, 2025 with Todd, Hochstein, Meier, Dobbins and Surman 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 – Chief Deputy Matt Watson reported 11 citations, 11 warnings and violations, and 22 calls for service during the month of January. Surman said vehicles commonly exceed the 25-mph speed limit on 1st Street before and after school which creates a safety concern for children and other pedestrians. Watson said he will forward this concern along to the deputies and look at having some extra enforcement in the area. Watson thanked the Village Board and Village Office for their continued support and ongoing partnership.

Report from Building & Zoning Administrator – Hestermann reported 2 new building permits, 1 certificate of occupancy and 2 inspections during the month of January. There are 9 total open permits to date. There were no questions or comments from the Village Board.

Open Forum – Terry Caddy said one tree along the right-of-way by the Municipal Office is dead and replacement should be considered this spring. Caddy said a verbal complaint was received indicating the evergreen tree adjacent to 5th & F Street needs to be trimmed back due to it creating a visual obstruction for motorists.

Discuss/possible action: Approve local Girl Scouts setting up cookie booths adjacent to the Eagle Municipal Facility from 10:00am-4:00pm on weekends from February 22-March 16, 2025 – Nystrom said an alternate location is being considered by the Girl Scouts. No action taken.

Motion by Surman, second by Hochstein, to approve Wild Willy's 2025 Fireworks Permit Application at 340 Highway 34. Voting: Ayes – 5. Motion carried.

Motion by Dobbins, second by Meier, to introduce Ordinance 2025-02. Voting: Ayes – 5. Motion carried.

Chairperson Todd read Ordinance 2025-02 entitled:

ORDINANCE 2025-02

AN ORDINANCE TO ESTABLISH COMPENSATION FOR POOL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; 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, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

The Village operates a swimming pool in the Municipality and it is necessary to pay for and compensate seasonal employees for the operation of the pool, therefore,

BE IT ORDAINED BY THE CHAIRPERSON AND THE MEMBERS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA:

Section 1. COMPENSATION SCHEDULE FOR EAGLE POOL EMPLOYEES AS FOLLOWS:

Manager:	\$15.00
Asst. Manager:	\$14.00
Lifeguards/Pool Operator:	\$13.50
Office Assistant:	\$10.00

The wage for any returning Lifeguard or Pool Operator will increase by \$0.25 per hour each season.

Section 2. The above schedule of compensation shall run for the duration of the 2025 pool season, unless amended by ordinance of the Village of Eagle.

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

Section 4. That this Ordinance shall be published within the first fifteen (15) days after its passage and approved in pamphlet form, and shall be effective the 15th day from and after the passage, approval, and publication as provided herein.

Section 5. 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 not become a part of the Eagle Municipal Code of the Village of Eagle, Nebraska.

Motion by Hochstein, second by Meier, to accept the first reading of Ordinance 2025-02. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to suspend the rules of three consecutive readings of Ordinance 2025-02. Voting: Ayes – Dobbins, Meier, Hochstein, Todd. Nays – Surman. Motion carried.

Discussion: Surman said the Ordinance states that wages for returning lifeguards and pool operators will increase by \$0.25 per season; however, it does not specifically mention wage increases for returning pool management staff and asked whether or not it should. Nystrom said pool management staff has historically received the annual wage increase because a pool operator's certificate is required for the position.

Motion by Hochstein, second by Todd, to adopt Ordinance 2025-02. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approval of Park Board recommendations for operation of the Eagle Pool during the 2025 season – Nystrom said the Park Board has issued the following recommendations for the 2025 pool season: Operating hours will remain the same as last year; 1:00pm-7:00pm on Monday through Friday and 2:00pm-7:00pm on Saturday and Sunday. Private pool parties will be offered in the evenings from 7:00pm-9:00pm. Admission fees will remain the same as last year. Nystrom said the goal is to have at least one Manager (Pool Operator) and three Lifeguards present at all times. The plan is also to offer swimming lessons this year; preliminary discussion indicates lessons will be held once per week during the month of June. Surman inquired as to whether or not there would be any extra liability in offering swimming lessons. Nystrom will contact the Village insurance provider to obtain an answer to this question.

Motion by Hochstein, second by Meier, to approve the Park Board recommendations for operation of the Eagle Pool during the 2025 season. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Todd, to approve the donation of a 2025 Family Pool Pass to Eagle Fire & Rescue for their annual Soup Supper on February 15, 2025. Voting: Ayes – 5. Motion carried.

Discussion: Consideration of a sales tax measure for contribution towards a new Community Center / Fire & Rescue Station – Luke Renken (Fire Captain) was present as a member of the Eagle/Alvo Rural Fire Board. The Village Board was provided with preliminary prints of an interior and exterior rendition of what a joint Community Center / Fire & Rescue Station may look like. Renken said the current Fire & Rescue Station is past its useful life as there is no longer adequate room for emergency vehicles, equipment and supplies. There was discussion last year about the possibility of adding on to the existing station but the size of the lot and lack of

adequate parking were some of the major concerns. Renken said the Village has been without a community center for many years and this would be a good opportunity to accomplish that feat as well, something the residents have ranked as their top desire in the latest Community Survey. The current thought is for the Rural Fire Board to issue a property tax bond and have the Village of Eagle reimburse one-half of the total construction cost. Renken said this would likely require the Village of Eagle passing a sales tax measure to cover its share of the project. A sales tax measure would need to be approved by the registered voters residing inside the corporate limits of Eagle. Surman inquired as to if there is a location in mind for the new facilities. Renken said he met with the property owner east of Eagle Elementary and Eagle Memorial Field; the property owner is willing to give away land in lieu of a new street that would run east from 1st Street through the school property. Renken said with the Village Board's permission, he will have a conversation with the District 145 School Board to determine if this is something they would even entertain allowing. Hochstein asked if the Rural Fire Board would be financially contributing to the construction of the new street. Renken said no; the street would lead to a development that the Village will be collecting property taxes from. Surman asked how much usable space would be in the Community Center after you take away the space needed for bathrooms, utilities, etc. Renken said roughly 40' x 70' which can hold 200+ patrons. Caddy said in addition to the cost of the street, costs for water, sewer, storm sewer, and associated engineering also need to be taken into account. Freeman-Caddy asked what School District 145 will get out of allowing a street through their property. Renken said there will be an emergency shelter for students, overflow parking, and enough extra land that a soccer field or recess area will be available. Caddy asked if the new street is how emergency vehicles will access the station at all times. Renken said no; the goal is to have a separate paved road for emergency vehicles that will lead to Highway 34. Surman said his biggest concern is drainage; once a new street is installed to the east of 1st Street, more water will flow and could potentially overwhelm the hydrostatic tanks underneath Casey's that were installed to handle water flow from the north. Freeman-Caddy said the drainage from the new street will need to be tied into the residential development plans for storm water drainage. Renken was directed to contact the Rural Fire Board's attorney, Ryan McIntosh, and put him in touch with Freeman-Caddy to discuss the legal aspects of the proposed project. In the meantime, Renken will also have an initial conversation with the District 145 School Board to determine their reaction to the proposed project.

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

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

Approved Claims: Wages 12,715.40, Board Wages 1,000.00, ABC Termite & Pest Control 55.00, Allied Benefit Systems 2,401.00, Amazon Marketplace 1,672.20, American Exchange Bank 750.00, Black Hills Energy 1,006.86, Capital Business

Systems 235.58, Casey's 1,112.60, Cass Co Economic Development 1,000.00, Cass Co Sheriff's Dept 3,145.21, CLIA Laboratory Program 248.00, Constellation Energy 719.85, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 3,891.88, First Wireless 1,201.58, Gerteisen, Mary 1,138.40, Google LLC 144.00, Hestermann, Rick 283.15, HOA Solutions 750.00, Interstate Battery 75.29, Iowa Pump Works 5,252.65, ISW Custom Builders 100.00, John Hancock Investments 495.33, Keep Cass County Beautiful 1,000.00, Klabenes, Curtis 895.00, Knee Deep LLC 3,200.00, Lancaster Co Mutual Aid 100.00, League of NE Municipalities 2,177.00, Lovell Excavating 1,000.00, Mary's Tax Srvs 90.30, Matheson Tri-Gas 395.61, Menards-South 142.63, Midwest Labs 126.70, Municipal Supply of Omaha 372.23, NE Dept of Rev 2,122.55, NE Medicine 307.31, NE Public Health Env Lab 253.00, NE Secretary of State 28.00, Norland Pure 7.95, Nystrom, Taira 450.00, One Billing Solutions 606.48, One Call Concepts 19.68, OPPD 5,760.56, O'Reilly Auto Parts 128.06, Power Manager 364.15, Quik Dump Refuse 2,852.50, Riverstone Bank 15,304.84, Southeast Area Clerks Assn 20.00, UNUM 426.66, US Postmaster 285.31, Verizon Wireless 749.41, Windstream 610.65. Total of bills: **\$80,682.56**.

Approved Park Claims: Black Hills Energy 47.60, OPPD 112.96, Windstream 69.46. Total of bills: **\$230.02**.

Report from Attorney – Freeman-Caddy provided updated Municipal Code book inserts and pdf copies for the official website. The new code revisions will need to be sent to and certified by the Cass County Clerk Magistrate. Freeman-Caddy said a pre-application meeting will be held this week with a developer interested in a commercial/residential development south of Highway 34.

Report from Clerk/Treasurer – Nystrom provided an update on the Eagle Recycling Program; the final quarterly report was submitted to NDEE for grant funding and the office is awaiting grant approval determination with NET for the next round of possible funding. Effective March 1, 2025, the recycling haul rate will be \$264.60 (8% increase), the cardboard dump fee will increase by 75% to \$35.00 per ton, and the miscellaneous recycling dump fee will increase by 60% to \$175.00 per ton. Nystrom provided the Village Board with an Aggregate Debt Service Report and encouraged the Water, Sewer and Street Committees to begin planning for larger scale projects to occur once the existing bonds are set to expire. The Village Office sent letters to 31 unlicensed/inoperable vehicle owners and has partnered with Eagle Way to handle the same inside the mobile home park. Caddy has finalized the new documentation system for water system maintenance records and the O & M Plan for the operation of the water system per the NDEE Sanitary Survey that occurred last month. Nystrom discussed the Worker's Compensation On-Site Survey from January 28, 2025; new recommendations include reviewing motor vehicle records of all drivers (regular employees & volunteers) on an annual basis; require physicals, including drug screens, for volunteer Fire & Rescue members; and adding a railing to the maintenance shop staircase. A special meeting with MAPA on strategic planning will be held on February 25, 2025 beginning at 7:00PM. Nystrom said the total monthly income ending January 31, 2025 was \$153,580.85.

Discuss/possible action: Updates on the available Full-time Public Works position – Nystrom said one application has been received to date. As applications are received, the Human Resources Committee will be notified. No action taken.

The meeting was adjourned at 8:27 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 February 4, 2025 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