

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
JUNE 4, 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 Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Open Forum.
4. Discuss/possible action: Approval of the Eagles Landing Subdivision Agreement.
5. Discuss/possible action: Approval of an Interlocal Agreement between the Village of Eagle and SID 12.
6. Discuss/possible action: 6th Street Water Main Extension project bid opening, recommendation and award.
7. Discuss/possible action: First reading of Ordinance 2024-04 - Amending the salary range for Municipal Employees.
8. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
9. Discuss/possible action: Approve claims.
10. Report from Attorney.
11. Report from Clerk/Treasurer.

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.

SUBDIVISION AGREEMENT FOR EAGLES LANDING SUBDIVISION

This Subdivision Agreement for Eagles Landing Subdivision is and entered into on this ___ day of _____, 2024, by and between MDC Eagle One, LLC, a Nebraska limited liability company ("Owner"), Sanitary and Improvement District No. 12 of Cass County, Nebraska, a political subdivision of the State of Nebraska ("District") and the Village of Eagle, Cass County, Nebraska, a municipal corporation ("Village") and, collectively with the Owner and the District, the ("Parties").

RECITALS

WHEREAS, the Owner is the owner of the land included within the proposed final plat of the Eagles Landing Subdivision Lots 1 through 27, which is attached hereto as Exhibit "A" (the "Final Plat"), which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the Village but within the Village's zoning and platting jurisdiction; and

WHEREAS, the Area to be Developed is included within the boundaries of the District as shown on the District boundary drawing which is attached hereto as Exhibit "B"; and

WHEREAS, the District is a sanitary and improvement district which was previously created by the owner of all of the land within the boundaries of the District; and

WHEREAS, the Owner has filed the Final Plat in the office of the Village Clerk, with a request for approval and acceptance thereof; and

WHEREAS, the Owner and the District propose that the District will build public improvements in the Area to be Developed or serving the Area to be Developed; and

WHEREAS, the Owner, the District, and the Village wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the District and within the Area to be Developed or serving the District or the Area to be Developed, and the extent to which the contemplated public improvements specially benefit property in the District and in the Area to be Developed, and to what extent the cost of the same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. For purposes of this Subdivision Agreement, the following words and phrases shall have the following meanings:
 - a. The "cost" or "entire cost" of a type of improvement shall mean all construction costs, engineering fees, attorney fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this regard, financing costs shall include all fiscal agent warrant fees and bond fees, and interest on warrants to

the date of the levy of special assessments. The date of the levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.

- b. "General obligation" shall mean assessable capital costs.
2. The Final Plat is hereby accepted and approved, and the Owner is granted the right to record the Final Plat in the office of the Register of Deeds of Cass County, Nebraska, which acceptance, approval and right to record are conditioned upon the following:
 - a. The District shall, at its own cost and expense, pay for all costs in connection with the construction of **street improvements and trail access easements**, including air and slump tests, yield tests, proof rolling, grading, paving, and street signage for all streets and intersections as shown on the construction plans approved by the Village. Construction of said street improvements shall be completed within two (2) years following approval of the Final Plat, except that construction of the street improvements to Sparrow Street and Robin Street fronting Lots 4 and 5 and Lots 7 and 8, respectively, shall be completed by District when the street connections are made to the streets in the adjacent developments. One hundred percent (100%) of the entire cost of all street construction shall be paid by special assessment against the property benefitted within the District, except for street intersections, general obligation paving, and extra-width paving per the paving plan approved by the Village, which may be a general obligation of the District.
 - b. The District shall, at its own cost and expense, pay for all costs in connection with the construction of **storm water drainage**, including soil compaction and moisture density testing as shown on the construction plans approved by the Village. Construction of the storm water drainage shall be completed within two (2) years following approval of the Final Plat. One hundred percent (100%) of the entire cost of storm sewer pipes, inlets, manholes, and related appurtenances constructed in dedicated street rights-of-way, easements, and outlots per the construction plans approved by the Village may be a general obligation of the District.
 - c. The District shall, at its own cost and expense, pay for all contract charges associated with the installation of two **street lights** at the entrance of the subdivision and at each intersection and as shown on the construction plans approved by the Village. Installation of the streetlights shall be completed within two (2) years following approval of the Final Plat. One hundred percent (100%)

of the cost of the streetlights shall be a general obligation of the District and any monthly charges paid to Omaha Public Power District for furnishing electrical service to the streetlight shall be paid from the general fund of the District.

- d. The Owner shall, at its own cost, pay for all costs in connection with the placing of **permanent lot stakes** consisting of an iron rod not less than five-eighths inch in diameter and twenty- four inches in length at all corners of all lots and blocks of the Final Plat. The permanent staking shall be completed before construction on or conveyance of any lot shown on the Final Plat.
- e. The District shall, at its own cost and expense, pay for all contract charges associated with the installation of underground **electrical and/or gas** service as shown on construction plans approved by the Village on the Final Plat. Construction of the electrical and/or gas service shall be completed within two (2) years following approval of the Final Plat. One hundred percent (100%) of the entire cost of the installation of electrical service and/or gas distribution system shall be specially assessed against the property within the Area to be Developed.
- f. The Owner shall, at its own cost and expense, pay for all costs in connection with the work necessary to satisfy and comply with the **land preparation requirements** of The Land Subdivision Ordinance of Eagle, Nebraska. Said land preparation requirements shall be satisfied within two (2) years following approval of the Final Plat.
- g. One hundred percent (100%) of the entire cost associated with the implementation and maintenance of the SWPPP (mass grading, erosion control devices, and sediment control structures) shall be an expense of the Owner.
- h. One hundred percent (100%) of the entire cost of the installation of any tornado warning siren or sirens may be a general obligation of the District. One hundred percent (100%) of the entire cost of monthly charges paid to the Omaha Public Power District for the furnishing of electricity for each such tornado warning siren shall be paid from the general fund of the District.
- i. The District shall, at its own cost and expense, install and pay for all costs in connection with the construction and installation of **community mailboxes** as required by the United States Post Office with coordination with the Postmaster and Village Engineer for placement.

- j. That, upon approval of the Final Plat by the Village, the Owner shall pay the Village a payment in lieu of dedication of **parkland** in accordance with the Land Subdivision Ordinance of Eagle, Nebraska.
- k. The Project Engineer (as defined herein) shall, at the District's cost and expense, provide **inspection and testing** for street improvements and storm water drainage systems. Such inspection and testing shall insure that the necessary soil compaction tests, concrete cylinder tests and other tests specified are done. Copies of the test results shall be provided to the Village as assurance that the expected quality of construction has been achieved and approved by the Village Engineer.
- l. The Owner shall, at its own cost and expense, pay for all labor, material, and engineering costs in connection with the construction of the **internal water system** that will serve the Area to be Developed as shown on the construction plans approved by the Village. Construction of said internal water system shall be completed within two (2) years following approval of the Final Plat. One hundred percent (100%) of the entire cost of the installation of internal water system shall be specially assessed against the property within the Area to be Developed.
- m. The External Water Main (as defined herein) shall be constructed pursuant to Section 2 herein. Construction of the External Water Main shall be completed within one year following approval of the Final Plat.

Upon completion of the improvements described herein, the engineer for the District and the Owner, Lamp Rynearson (the "Project Engineer"), shall submit to the Village a certification from a registered Professional Engineer that the improvements in question have been constructed in accordance with the plans and specifications approved by the Village. Within ten (10) days after receipt of a certification from the Project Engineer, the Village, or the Village's contracted consultant, will review all submitted documentation along with certification from the Project Engineer and the Village will notify Owner and District in writing that the Village accepts the installed improvements. Within thirty (30) days of the Village's acceptance of the installed improvements, Owner and District shall provide the Village written proof of payment for the accepted improvements, which shall include evidence that all contractors, subcontractors and suppliers have been paid in full for all work performed, all labor provided, and all equipment, fuel, materials and services furnished by and through said parties for said accepted improvements.

3. The Village has waived the following Subdivision Ordinance requirements, after hearings by both the Planning Commission and Village Board of Trustees and after each, making findings as required by Subdivision Ordinance Article 8, to wit:
 - a. Subdivision Ordinance §4.14 Maximum Block Length permitting such to exceed 600 feet without pedestrian easements;
 - b. Subdivision Ordinance §4.09 Minimum Two Vehicular Access Points, with the requirement that the access point be wider than the paved street width for the streets within the subdivision;
 - c. Subdivision Ordinance §5.05.04 Hydrant Spacing located at a maximum of 300-foot intervals – allowance to place at 300-foot radius;
 - d. Subdivision Ordinance §5.12 Sidewalks on both sides of the street -waived all requirements public sidewalks.

4. The Parties agree that it is in the best interest of and will be mutually advantageous to the Parties to construct the External Water Main and connect the internal water system that will serve the Area to be Developed to the External Water Main for purposes of providing water and fire protection to the Area to be Developed. Accordingly, the Parties agree as follows:
 - a. The “External Water Main” will include (i) construction of a water main from the intersection of 5th Street and A Street to 202nd Street, then turning south and connecting to the existing water main near the intersection of 14th Street and Olivia Street and (ii) the acquisition of the easements necessary to install the water main, including, without limitation, design, plans, specifications, engineering, any environmental studies or documentation, acquisition of easements necessary for the location of the improvements, and related improvements.
 - b. District will contract with the Project Engineer for the preparation of plans and specifications for the construction of the External Water Main with the District being the lead agency (“Lead Agency”). As the Lead Agency, the District shall have control and responsibility for public bidding, construction, and contract administration of the External Water Main. The Village shall be responsible for collecting payments from other developments in the area that will benefit from the External Water Main as provided herein. The final plans and specifications for the External Water Main (“External Water Main Plans and Specifications”) shall

be submitted to the Village for the Village's review and written approval, which approval shall not be unreasonably withheld or delayed. Construction observation and management and staking of the External Water Main pursuant to the Plans and Specifications approved by the Village as provided herein shall be performed by the Project Engineer.

- c. Subject to the conditions and provisions hereinafter specified, the District agrees to cause the External Water Main to be constructed in accordance with the External Water Main Plans and Specifications. The Parties hereto agree that the Village will own, operate and, at its cost, maintain the External Water Main constructed or installed within the right-of-way upon completion of construction and acceptance of the project at the recommendation of the Village Engineer, until such time as these obligations are passed to another entity by operation of law. All construction work on the External Water Main shall be performed by contractors furnishing the lowest responsible bid as determined pursuant to formal bidding requirements in accordance with the laws of the State of Nebraska.
- d. All contracts with third parties pertaining to the construction of the External Water Main shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Project Engineer for final payment upon completion and certification by parties in accordance with this Agreement.
- e. District shall be responsible for payment of the Actual Total Costs (as defined herein), subject to reimbursement of the Village's Share (as defined herein) by Village as provided herein. The term "Actual Total Costs" shall mean the complete final cost of construction of the External Water Main including, without limitation, design costs, engineering fees, any environmental studies or documentation, testing expenses, construction observation and management, and related fees and expenses. The Actual Total Costs shall not include any costs for attorney's fees, publication costs, accounting, financing, or acquisition of financing, incurred by any Party.
- f. Village shall pay for and reimburse the District for the Actual Total Costs relating to construction of the External Water Main up to, but not exceeding, the sum of \$225,000 (the "Village's Share"). Once the External Water Main has been completed as certified by the Project Engineer, accepted at the recommendation

of the Village Engineer, and the Actual Total Costs have been determined, District will submit an invoice to the Village for the Village's Share (the "Reimbursement Invoice"). The Village shall pay the Reimbursement Invoice within ninety (90) days after receipt of such invoice.

- g. Prior to commencement of the bidding process for the External Water Main, the Owner agrees to grant to the District, at no expense to the Village, any easements located within or adjacent to the Area to be Developed that are required for the construction of the External Water Main. The District will be responsible for acquisition of any necessary easements that are required for construction of the External Water Main, which amount is subject to reimbursement by Village not to exceed the Village's Share.
 - h. The District shall be treated as a pioneer of the External Water Main and shall be reimbursed said costs by the subdividers and/or SIDs associated with the development of the Benefitted Properties (as defined herein) at such time said properties are developed. Such reimbursement shall be a per acre fee calculated on the Actual Total Costs (the "Reimbursement Amount") for the following tax parcels listed on Exhibit "C" attached hereto and incorporated herein by this reference (collectively referred to as the "Benefitted Properties"). The Village shall adopt an ordinance requiring the subdividers and/or SIDs associated with the development of the Benefitted Properties to pay the Reimbursement Amount to the District prior to filing the final plat for such development. , as a development fee to connect to the Village's water system. This arrangement will be memorialized in an Interlocal Cooperation Agreement between the Village of Eagle and SID #12.
5. The Owner, its successors and assigns, also agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Owner may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Owner shall not be relieved of such maintenance obligation until the document or documents creating said property owner's association have been reviewed and approved by the Village Attorney and filed with the Register of Deeds.
6. The District covenants that it shall provide the City with verification that all public improvements hereinafter set forth have been satisfactorily arranged, and that the

District shall also provide the City with written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of such public improvements. Verification that all public improvements have been satisfactorily arranged shall be through the public bidding of District contracts covering the installation of all public improvements, except for public utility improvements as hereinafter provided. Such confirmation shall be in satisfaction of the performance guaranty requirements of Section 7 of the Village's Subdivision Regulations.

7. The fiscal commitment required above shall be subject to approval by the Village Attorney. In the event that the Owner and/or the District shall fail to satisfy the conditions herein set forth within the time specified in this agreement, the Village may cause the required work to be performed and recover the cost thereof from the Owner and/or the District, as applicable.
8. In the event the Village notifies the Owner or the District within two (2) years of the date of this Agreement of any public or private improvement(s) or facility required by The Land Subdivision Ordinance of Eagle, Nebraska, as of the date of this Agreement, which has not been expressly waived and which may have been inadvertently omitted from the above list of required improvements, the Owner and the District agree to complete such public or private improvement(s) or facility within four (4) years of the date of this Agreement.
9. Immediately upon the approval and receipt of the written agreement required herein, the Owner shall cause a certified copy of the Final Plat to be filed in the office of the Register of Deeds of Cass County, Nebraska. The Owner is responsible for all filing fees and shall provide the Village with verification after the Final Plat has been filed.
10. This Subdivision Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

[Signature pages follow beginning on next page]

DATED this ____ day of _____, 2024.

MDC Eagle One, LLC, a Nebraska limited liability company

By: _____
John Hughes, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by John Hughes, Manager of **MDC Eagle One, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

DATED this ____ day of _____, 2024.

**Sanitary and Improvement District No. 12
of Cass County, Nebraska**, a political subdivision
of the State of Nebraska

By: _____
Paul S. McCune, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Paul S. McCune, Chairman of **Sanitary and Improvement District No. 12 of Cass County,
Nebraska**, a political subdivision of the State of Nebraska, on behalf of the limited liability
company.

Notary Public

ATTEST:

**VILLAGE OF EAGLE, CASS COUNTY,
NEBRASKA**, a municipal corporation

Village Clerk

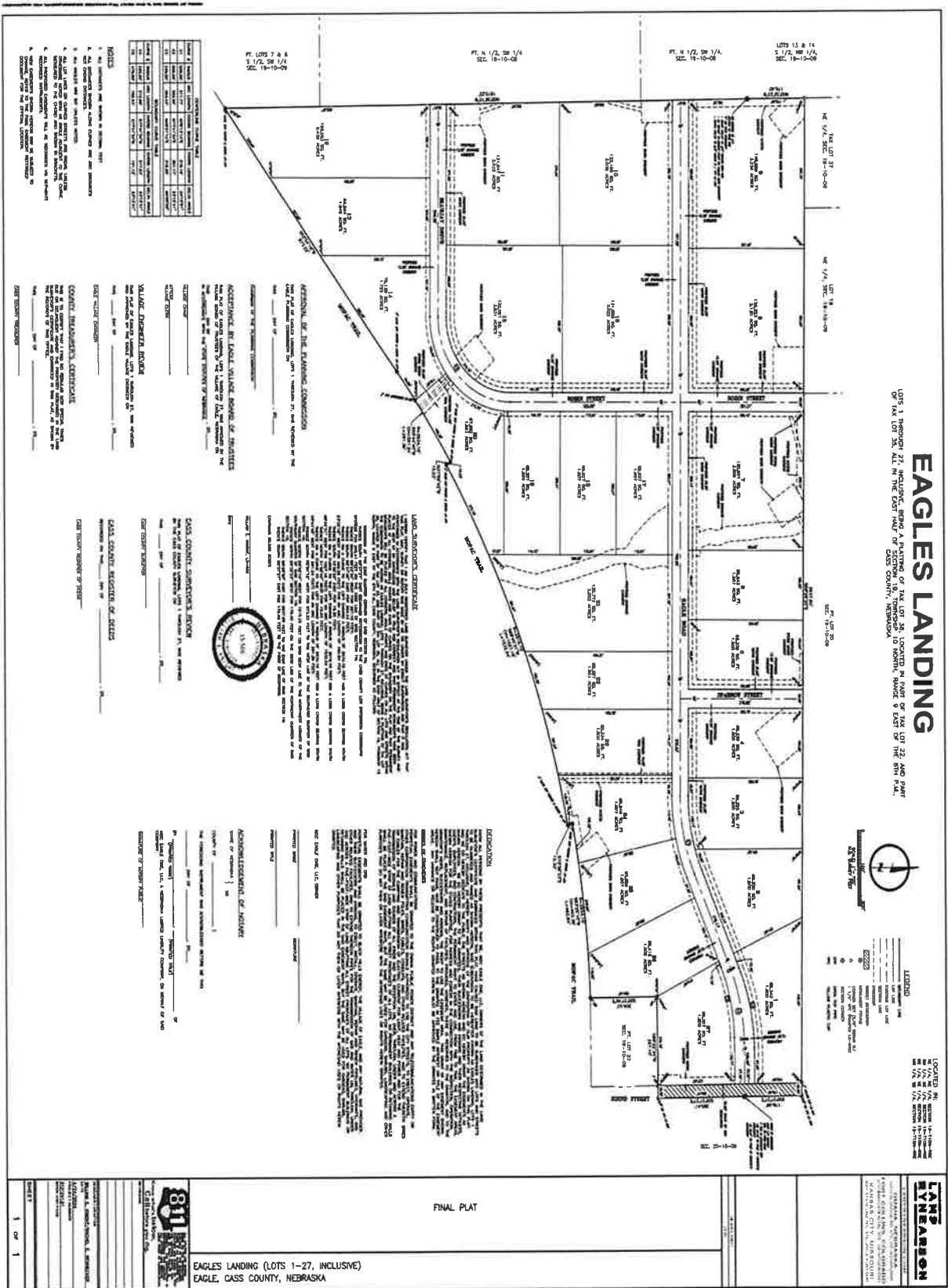
By: _____
Village Board Chair

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

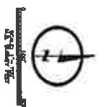
The foregoing instrument was acknowledged before me this ___ day of _____, 2024,
by _____, Chair of the **Village Board of Trustees, Eagle, Cass County,
Nebraska**, a municipal corporation, on behalf of the municipal corporation.

Notary Public

EXHIBIT "A"



EAGLES LANDING
 LOTS 1 THROUGH 27, INCLUDING BEING A PART OF TAX LOT 26, LOCATED IN PART OF TAX LOT 22, AND PART OF TAX LOT 25, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA.



LEGEND

(Symbol)	10' EASEMENT
(Symbol)	20' EASEMENT
(Symbol)	30' EASEMENT
(Symbol)	40' EASEMENT
(Symbol)	50' EASEMENT
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(Symbol)	10000' EASEMENT

LEGAL DESCRIPTION
 THE PART OF THE EAST HALF OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, CONTAINING LOTS 1 THROUGH 27, INCLUSIVE, AS SHOWN ON THE ATTACHED MAP OF THE EAST HALF OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, AS RECORDED IN THE PUBLIC RECORDS OF CASS COUNTY, NEBRASKA, IN BOOK 100, PAGE 100.



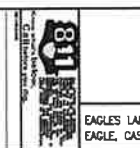
ACKNOWLEDGMENT OF LOCAL GOVERNMENT
 I, _____, Mayor of the City of _____, do hereby certify that the above described property is within the boundaries of the City of _____, Nebraska, and that the same is subject to the provisions of the City Ordinance No. _____, relating to the regulation of the use of such property.

ACKNOWLEDGMENT OF ADJACENT OWNERS
 I, _____, owner of the property described in the above description, do hereby certify that the same is adjacent to the property of _____, owner of the property described in the above description, and that the same is subject to the provisions of the City Ordinance No. _____, relating to the regulation of the use of such property.

NOTES

1. ALL DIMENSIONS ARE GIVEN IN FEET.
2. ALL DIMENSIONS ARE GIVEN TO THE CENTER OF THE LINE.
3. ALL DIMENSIONS ARE GIVEN TO THE CORNER OF THE LINE.
4. ALL DIMENSIONS ARE GIVEN TO THE CENTER OF THE CURVE.
5. ALL DIMENSIONS ARE GIVEN TO THE CENTER OF THE CURVE AND TO THE CENTER OF THE CURVE.
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FINAL PLAT
 EAGLES LANDING (LOTS 1-27, INCLUSIVE)
 EAGLE, CASS COUNTY, NEBRASKA



ACKNOWLEDGMENT OF ADJACENT OWNERS
 I, _____, owner of the property described in the above description, do hereby certify that the same is adjacent to the property of _____, owner of the property described in the above description, and that the same is subject to the provisions of the City Ordinance No. _____, relating to the regulation of the use of such property.

ACKNOWLEDGMENT OF LOCAL GOVERNMENT
 I, _____, Mayor of the City of _____, do hereby certify that the above described property is within the boundaries of the City of _____, Nebraska, and that the same is subject to the provisions of the City Ordinance No. _____, relating to the regulation of the use of such property.

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ACKNOWLEDGMENT OF LOCAL GOVERNMENT
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ACKNOWLEDGMENT OF ADJACENT OWNERS
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ACKNOWLEDGMENT OF LOCAL GOVERNMENT
 I, _____, Mayor of the City of _____, do hereby certify that the above described property is within the boundaries of the City of _____, Nebraska, and that the same is subject to the provisions of the City Ordinance No. _____, relating to the regulation of the use of such property.

EXHIBIT "C"
List of Benefitted Properties

The following tax parcels located in Cass County, Nebraska:

- 130093556/ 130398802 (Eagles Landing)(collectively 60.562 ac)
- 130093661 (80 ac)
- 130093653 (80 ac)
- 130093718 (west 20 ac only)
- 130093726 (8.91 ac)
- 130093688 (29.14 ac)
- 130022721 (13.83)
- 130093351 (56.40 ac)
- 130093343 (65.20 ac)

ORDINANCE 2024-04

AN ORDINANCE TO AMEND THE SALARY RANGE FOR MUNICIPAL 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, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

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

Section 1. A SALARY RANGE SCHEDULE FOR MUNICIPAL EMPLOYEES AS FOLLOWS:

Village Clerk/Treasurer:

Starting - ~~\$21.00~~ **\$24.00** Midway - ~~\$31.00~~ **\$34.00** Maximum - ~~\$41.00~~ **\$44.00**
per hour

Deputy Clerk/Treasurer:

Starting - ~~\$11.00~~ **\$15.00** Midway - ~~\$15.00~~ **\$20.00** Maximum - ~~\$19.00~~ **\$25.00**
per hour

~~**Maintenance Supervisor**~~ **Public Works Director:**

Starting - ~~\$22.00~~ **\$26.00** Midway - ~~\$29.00~~ **\$33.00** Maximum - ~~\$36.00~~ **\$40.00**
per hour

~~**Maintenance Personnel**~~ **Public Works III:**
With two Licenses (Water AND Sewer)

Starting - ~~\$19.00~~ **\$23.00** Midway - ~~\$24.00~~ **\$28.00** Maximum - ~~\$29.00~~ **\$33.00**
per hour

~~**Maintenance Personnel**~~ **Public Works II:**
With one License (Water OR Sewer)

Starting - ~~\$16.00~~ **\$18.00** Midway - ~~\$21.00~~ **\$23.00** Maximum - ~~\$26.00~~ **\$28.00**
per hour

**Maintenance Personnel Public Works I:
Without Water and Sewer License**

Starting - ~~\$13.00~~ \$15.00 Midway - ~~\$16.00~~ \$17.50 Maximum - ~~\$19.00~~ \$20.00
per hour

**Maintenance Personnel Public Works:
(Seasonal)**

Starting - ~~\$13.00~~ \$15.00 Midway - ~~\$14.00~~ \$16.50 Maximum - ~~\$15.00~~ \$18.00
per hour

Section 2. The Board of Trustees may provide annually for a bonus to employees of up to \$200.00.

Section 3. The exact salary of the above municipal employees within the salary range schedule shall be available for public inspection in the office of the Village Clerk of the Village of Eagle, Nebraska. All salaries of municipal employees of the Village of Eagle, Nebraska shall be published as provided by law, in accordance with Nebraska Statute Section 19-1102.

Section 4. The above salary range schedule shall run for an indefinite duration unless amended by ordinance of the Village of Eagle.

Section 5. 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 6. 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 7. 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.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Terri Todd
Chairperson

(Seal)

Nick Nystrom
Village Clerk

VILLAGE OF EAGLE

May 20, 2024

The Village Board of Trustees met in regular session at 7:00 p.m. on May 20, 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.

Chairperson Todd opened the public hearing at 7:01 p.m. for the purpose of hearing testimony concerning an Application for Final Plat and Subdivision Application submitted by MDC Eagle One, LLC, pertaining to 60.560 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the East Half of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska. The Eagle Planning Commission recommended the approval of the Final Plat and Subdivision Application at its May 2, 2024 meeting. Joe Flaxbeard and Marty Pelster were present on behalf of the development team. Flaxbeard presented a brief overview of the proposed subdivision. Todd asked if there were any comments or questions from the public. Raymond Althouse expressed concern with the proposed 20' easement on his property to accommodate the water main extension along Eagle Road; his preference is to have the easement run south of his fence line. Flaxbeard said the fence line sits just a few feet north of a fiber optic line so there is not enough space between it and Eagle Road to fit the water main. Althouse asked if a 20' easement is necessary. Flaxbeard said 20' is typically the default minimum so there is adequate room for equipment to excavate and service the utility. Mike Wenzel expressed concern with the proposed easement on his property due to the potential affect it would have on his own future development. Flaxbeard said fair and reasonable compensation will be issued to the property owners affected by the easement. Wenzel asked how a looped water system will be achieved in the subdivision for fire protection. Flaxbeard said fire hydrants will exist within the development and a booster station will be constructed to increase water pressure; the Eagle Road water main extension servicing the subdivision will also loop back to the existing water main along Olivia Drive. Discussion was held on future development reimbursement costs payable to SID No. 12 (Eagles Landing) found in the proposed Subdivision Agreement. Freeman-Caddy provided a brief overview of the remaining articles found in the Subdivision Agreement. The public hearing was closed at 8:06 p.m.

Motion by Hochstein, second by Caylor, to approve the Final Plat and Subdivision Application submitted by MDC Eagle One, LLC, pertaining to 60.560 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the East Half of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska, contingent upon final modifications to the Subdivision Agreement by the Village Attorney and final plans for water and drainage being approved by the Village Engineer. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Hochstein, to introduce Ordinance 2024-05. Voting: Ayes – 5. Motion carried.

Chairperson Todd read Ordinance 2024-05 entitled:

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO A TRACT OF LAND LOCATED IN PART OF TAX LOT 22 AND PART OF TAX LOT 35, ALL IN THE EAST HALF OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, MORE FULLY DESCRIBED ON EXHIBIT A AND IDENTIFIED AS EAGLES LANDING SUBDIVISION, FROM AGRICULTURAL (AG) TO RESIDENTIAL ESTATES (RE); TO PROVIDE THAT THE CHAIR 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 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 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 BE MADE A PART OF THE ZONING ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA.

Motion by Dobbins, second by Caylor, to accept the first reading of Ordinance 2024-05. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Dobbins, to suspend the rules of three consecutive readings of Ordinance 2024-05. Voting: Ayes – Caylor, Dobbins, Hochstein, Todd. Nays – Meier. Motion carried.

Motion by Hochstein, second by Dobbins, to adopt Ordinance 2024-05. Voting: Ayes – Caylor, Dobbins, Hochstein, Todd. Nays – Meier. Motion carried.

Motion by Caylor, second by Todd, to introduce Resolution 2024-07. Voting: Ayes – 5. Motion carried.

Chairperson Todd read Resolution 2024-07 entitled:

RESOLUTION NO. 2024-07

A RESOLUTION ESTABLISHING A POLICY FOR EAGLE FIRE & RESCUE VOLUNTEERS TO UTILIZE MUNICIPAL PROPERTY TO CLEAN PERSONAL VEHICLES UTILIZED DURING THE COURSE OF EMERGENCY DUTIES

WHEREAS, the Eagle Fire & Rescue Department averages 170 emergency calls per year with an average of 9 volunteers responding per call; and,

WHEREAS, it is often necessary for volunteers to utilize their personal vehicles when responding to emergency calls; and,

WHEREAS, the Village of Eagle Board of Trustees desires to adopt a policy with respect to volunteers utilizing municipal property to clean personal vehicles during the course of emergency duties.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Eagle, Nebraska, that Eagle Fire & Rescue Department volunteers may utilize the municipally owned pressure washer when the following cases and criteria are met:

- 1) When a volunteer responds directly to a scene in their personal vehicle and during the course of duty their personal vehicle becomes dirty.
- 2) When a volunteer responds to the station to deploy department apparatus and during the course of duty their personal vehicle becomes dirty.
- 3) The volunteer must be a current and active member of Eagle Fire & Rescue.
- 4) The volunteer must be in good standing with the department.
- 5) The volunteer must have used a personal vehicle during the course of duty.

Motion by Todd, second by Caylor, to adopt Resolution 2024-07. Voting: Ayes – Meier, Dobbins, Caylor, Todd. Nays – Hochstein. Motion carried.

Open Forum – Travis Moore discussed the community garden that was approved at the last board meeting and said it was implied that water would be supplied by property owners in the neighborhood. Todd said it was implied that neighboring property owners were going to be asked about supplying water. Moore said as of today nobody has been asked about supplying water; further, some of those living in the neighborhood attended the last Parks & Rec meeting and expressed opposition to the project but were essentially told they don't own the space and Parks & Rec will decide what will happen there. Todd said the details have not been finalized and water can be driven up there if necessary. Moore said there were no efforts to speak with those living in the neighborhood to get their opinions on the project. Todd said she was at the Parks & Rec meeting and her comment to those that attended from the neighborhood was that they don't own the park space, everybody in the Village of Eagle owns the park space. Moore said a couple of years ago the residents in the neighborhood were asked for their opinion on the park space and they preferred leaving it a green space with access to the MoPac Trail. Todd said this is still a project Parks & Rec is interested in. Moore said he finds it interesting that Parks & Rec approved a project nobody in the community expressed interest in. Todd said this is a very small project and if it doesn't work out alternate

options can be considered. Willa DiCostanzo thanked Eagle Fire & Rescue for all of the hours they volunteer for the community.

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

The meeting was adjourned at 9:10 p.m.

Nick Nystrom
Village Clerk

Terri Todd
Chairperson

VILLAGE OF EAGLE

May 20, 2024

The Village Board of Trustees met in regular session at 7:00 p.m. on May 20, 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.

Chairperson Todd opened the public hearing at 7:01 p.m. for the purpose of hearing testimony concerning an Application for Final Plat and Subdivision Application submitted by MDC Eagle One, LLC, pertaining to 60.560 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the East Half of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska. The Eagle Planning Commission recommended the approval of the Final Plat and Subdivision Application at its May 2, 2024 meeting. Joe Flaxbeard and Marty Pelster were present on behalf of the development team. Flaxbeard presented a brief overview of the proposed subdivision. Todd asked if there were any comments or questions from the public. Raymond Althouse expressed concern with the proposed 20' easement on his property to accommodate the water main extension along Eagle Road; his preference is to have the easement run south of his fence line. Flaxbeard said the fence line sits just a few feet north of a fiber optic line so there is not enough space between it and Eagle Road to fit the water main. Althouse asked if a 20' easement is necessary. Flaxbeard said 20' is typically the default minimum so there is adequate room for equipment to excavate and service the utility. Mike Wenzel expressed concern with the proposed easement on his property due to the potential affect it would have on his own future development. Flaxbeard said fair and reasonable compensation will be issued to the property owners affected by the easement. Wenzel asked how a looped water system will be achieved in the subdivision for fire protection. Flaxbeard said fire hydrants will exist within the development and a booster station will be constructed to increase water pressure; the Eagle Road water main extension servicing the subdivision will also loop back to the existing water main along Olivia Drive. Discussion was held on future development reimbursement costs payable to SID No. 12 (Eagles Landing) found in the proposed Subdivision Agreement. Freeman-Caddy provided a brief overview of the remaining articles found in the Subdivision Agreement. The public hearing was closed at 8:06 p.m.

Discuss/possible action: Approval of a Final Plat and Subdivision Application submitted by MDC Eagle One, LLC, pertaining to 60.560 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the East Half of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska – The Village Board discussed which properties adjacent to the water main extension along Eagle Road shall be responsible for reimbursements to SID No. 12 (Eagles Landing). Dobbins suggested only a western portion of Parcel ID 130093718, owned by Wenzel Farms LLC, be responsible for reimbursement at the time of development due to the majority of the parcel already lying

adjacent to other municipal water mains. Todd said she feels anyone that taps into the new water main should be responsible for their share of reimbursement costs. Hochstein asked if the future development reimbursement cost is everlasting or if it only exists for a specific time period. Freeman-Caddy said the reimbursement mechanism will be in place indefinitely or until all adjacent properties become developed. The Village Board generally agreed to include Parcel ID 130093343 (Verda Umland) and Parcel ID 130093351 (Frank Umland) to the list of benefited properties found in the Subdivision Agreement.

Motion by Hochstein, second by Caylor, to approve the Final Plat and Subdivision Application submitted by MDC Eagle One, LLC, pertaining to 60.560 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the East Half of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska, contingent upon final modifications to the Subdivision Agreement by the Village Attorney and final plans for water and drainage being approved by the Village Engineer. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Hochstein, to introduce Ordinance 2024-05. Voting: Ayes – 5. Motion carried.

Chairperson Todd read Ordinance 2024-05 entitled:

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO A TRACT OF LAND LOCATED IN PART OF TAX LOT 22 AND PART OF TAX LOT 35, ALL IN THE EAST HALF OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, MORE FULLY DESCRIBED ON EXHIBIT A AND IDENTIFIED AS EAGLES LANDING SUBDIVISION, FROM AGRICULTURAL (AG) TO RESIDENTIAL ESTATES (RE); TO PROVIDE THAT THE CHAIR 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 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 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 BE MADE A PART OF THE ZONING ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA.

WHEREAS, MDC Eagle One, LLC, is the owner of the following described real property: A tract of land located in part of Tax Lot 22 and part of Tax Lot 35, all in the

East Half of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska, which is referred to Eagles Landing Subdivision, and,

WHEREAS, the Chair and Board of Trustees of the Village of Eagle, Nebraska, have adopted zoning for the Village of Eagle, Nebraska, said ordinance cited and known as the Zoning Ordinance of the Village of Eagle, Nebraska, and,

WHEREAS, said Zoning Ordinance of the Village of Eagle, Nebraska, does provide for the Official Zoning Map of the Village of Eagle, Nebraska, and,

WHEREAS, said Zoning Ordinance of the Village of Eagle, Nebraska, does provide for various zoning districts within the corporate limits of the Village of Eagle, Nebraska, and its extraterritorial jurisdiction, and,

WHEREAS, the Official Zoning Map of the Village of Eagle, Nebraska, does indicate thereon the location of the various Zoning Districts of the Village of Eagle, Nebraska, and its extraterritorial jurisdiction, pursuant to the Zoning Ordinance of the Village of Eagle, Nebraska, and,

WHEREAS, said Official Zoning Map does indicate that the real estate to be rezoned is presently zoned Agricultural (AG) and,

WHEREAS, MDC Eagle One, LLC has requested, in writing, that the Chair and Board of Trustees of the Village of Eagle, Nebraska, amend the Official Zoning Map of the Village of Eagle, Nebraska, to change the zoning on the tract of land within the above-described real estate to Residential Estates (RE); and

WHEREAS, said Village of Eagle Planning Commission, after notice and public hearing, did submit in writing its recommendations as to said zoning changes, and,

WHEREAS, a notice of said change of zoning was posted upon the above described real estate such that it was easily visible from the street nearest said real estate, said notice having been posted at least ten (10) days prior to the date of this hearing, and,

WHEREAS, the Chair and Board of Trustees of the Village of Eagle, Nebraska, have provided notice and conducted a public hearing regarding said change of zoning and received evidence thereat,

NOW, THEREFORE, BE IT ORDAINED BY THE CHAIR AND BOARD OF TRUSTEES OF THE VILLAGE OF Eagle, NEBRASKA, AS FOLLOWS:

1. That the findings here and 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 Zoning District and the Official Zoning Map of the Village of Eagle, Nebraska, be amended, as to the following-described real estate, to wit:

SEE DESCRIPTIONS ON EXHIBIT A ATTACHED HERETO AND MAP ON EXHIBIT B ATTACHED HERETO

From Agricultural (AG) to Residential Estates (RE), with said change made effective upon the filing of the Final Plat of Eagles Landing Subdivision with Cass County.

3. That the Chair and the appropriate Department, whether one or more, of the Village of Eagle, Nebraska, are hereby authorized and directed to implement this Ordinance including the indication on the Official Zoning Map of the Village of Eagle, Nebraska, as to the described real estate set forth herein.
4. That the Clerk of the Village of Eagle, Nebraska be instructed to file a certified copy of this Ordinance with the Cass County Register of Deeds and that the Cass County Register of Deeds be instructed to index this Ordinance against the described legal descriptions set forth herein, contiguous to the Village of Eagle, Cass County, Nebraska.
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 Chair and Board of Trustees of the Village of Eagle, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination here from of any such portion as may be declared invalid.
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.
7. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval either in pamphlet form or by posting in three (3) public places within the Village of Eagle, Nebraska, and shall be effective on the fifteenth (15th) day from and after its passage, approval, and publication as provided herein.
8. That this Ordinance shall not be made a part of the Zoning Ordinance of the Village of Eagle, Nebraska.

Motion by Dobbins, second by Caylor, to accept the first reading of Ordinance 2024-05. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Dobbins, to suspend the rules of three consecutive readings of Ordinance 2024-05. Voting: Ayes – Caylor, Dobbins, Hochstein, Todd. Nays – Meier. Motion carried.

Motion by Hochstein, second by Dobbins, to adopt Ordinance 2024-05. Voting: Ayes – Caylor, Dobbins, Hochstein, Todd. Nays – Meier. Motion carried.

Terry Thoene to discuss: Batten Disease Awareness Day 5K to raise funds for patient support and advocacy on June 9, 2024 beginning at 4:00 p.m. – Thoene not present. Nystrom will contact Thoene for details pertaining to the event and report back to the Village Board.

Report from Fire & Rescue – Luke Renken (Fire Captain) reported 13 rescue calls, 3 fire calls, 3 car accidents and 1 mutual aid (tornado) call since the April 15, 2024 board meeting. The department is averaging 9 volunteers responding per call.

Motion by Caylor, second by Todd, to introduce Resolution 2024-07. Voting: Ayes – 5. Motion carried.

Chairperson Todd read Resolution 2024-07 entitled:

RESOLUTION NO. 2024-07

A RESOLUTION ESTABLISHING A POLICY FOR EAGLE FIRE & RESCUE VOLUNTEERS TO UTILIZE MUNICIPAL PROPERTY TO CLEAN PERSONAL VEHICLES UTILIZED DURING THE COURSE OF EMERGENCY DUTIES

WHEREAS, the Eagle Fire & Rescue Department averages 170 emergency calls per year with an average of 9 volunteers responding per call; and,

WHEREAS, it is often necessary for volunteers to utilize their personal vehicles when responding to emergency calls; and,

WHEREAS, the Village of Eagle Board of Trustees desires to adopt a policy with respect to volunteers utilizing municipal property to clean personal vehicles during the course of emergency duties.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Eagle, Nebraska, that Eagle Fire & Rescue Department volunteers may utilize the municipally owned pressure washer when the following cases and criteria are met:

- 1) When a volunteer responds directly to a scene in their personal vehicle and during the course of duty their personal vehicle becomes dirty.
- 2) When a volunteer responds to the station to deploy department apparatus and during the course of duty their personal vehicle becomes dirty.
- 3) The volunteer must be a current and active member of Eagle Fire & Rescue.
- 4) The volunteer must be in good standing with the department.
- 5) The volunteer must have used a personal vehicle during the course of duty.

Discussion: Mike Wenzel expressed concern with washing vehicles outside the fire station without a mud drain and debris entering the water way. Dobbins expressed concern with Item No. 2 in the Resolution. Hochstein said he would prefer Item No. 5 in the Resolution clarify that the vehicle being washed is the one that was used during the course of duty. The Village Board was provided with an email from Craig Kubicek (Deputy Auditor) with the Nebraska State Auditor's Office stating, in part, "From an auditing perspective, it does not appear the Village is providing a personal benefit to the

Volunteer. We would not question this resolution unless of course there were clearly individuals abusing the use.”

Motion by Todd, second by Caylor, to adopt Resolution 2024-07. Voting: Ayes – Meier, Dobbins, Caylor, Todd. Nays – Hochstein. Motion carried.

Open Forum – Travis Moore discussed the community garden that was approved at the last board meeting and said it was implied that water would be supplied by property owners in the neighborhood. Todd said it was implied that neighboring property owners were going to be asked about supplying water. Moore said as of today nobody has been asked about supplying water; further, some of those living in the neighborhood attended the last Parks & Rec meeting and expressed opposition to the project but were essentially told they don’t own the space and Parks & Rec will decide what will happen there. Todd said the details have not been finalized and water can be driven up there if necessary. Moore said there were no efforts to speak with those living in the neighborhood to get their opinions on the project. Todd said she was at the Parks & Rec meeting and her comment to those that attended from the neighborhood was that they don’t own the park space, everybody in the Village of Eagle owns the park space. Moore said a couple of years ago the residents in the neighborhood were asked for their opinion on the park space and they preferred leaving it a green space with access to the MoPac Trail. Todd said this is still a project Parks & Rec is interested in. Moore said he finds it interesting that Parks & Rec approved a project nobody in the community expressed interest in. Todd said this is a very small project and if it doesn’t work out alternate options can be considered. Willa DiCostanzo thanked Eagle Fire & Rescue for all of the hours they volunteer for the community.

Discuss/possible action: Approval of the Eagle Community Needs Assessment Survey – Julie Smith was present on behalf of the Metropolitan Area Planning Agency (MAPA). The Village Board was provided with an advanced copy of the electronic survey for review. Smith said the tentative date for the public release of the survey is May 28th with a completion deadline of June 11th. A town hall meeting will be scheduled sometime in early July to discuss the results. The Village Board generally agreed to move forward with the survey. No formal action taken.

Report on Streets and Maintenance – The maintenance department reported the following projects; put up volleyball nets; put decals on Disc Golf baskets; pool opening assignments; and investigated pool leaks and lack of suction. Caddy said the pool slide pump will not pump water. The maintenance department will be directed to locate a replacement pump.

Report on Wells and Sewer – The maintenance department reported the following projects; lift stations were cleaned with a pump truck; UV lights were installed at the WWTP; the water tower had its annual visual inspection; and work was performed on the Water Service Line Inventory forms. The total gallons pumped at the wells in the last 30 days are as follows; East Well pumped 1,578,878 gallons and the West Well pumped 1,567,318 gallons. Draw down testing was performed at the wells and remains at acceptable levels at this time.

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

Report from Committees and Boards – Meier said some minor vandalism has occurred at the park restrooms since it's been opened for the season. The Eagle Parks & Recreation Commission is looking to reschedule its May meeting sometime before the end of the month.

The meeting was adjourned at 9:10 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 May 20, 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