

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
JANUARY 2, 2024  
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1<sup>st</sup> 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: Approve Cass County Economic Development Council Community Funding Agreement.
5. Discuss/possible action: Consider request from Cass County Economic Development Council to provide funding for the 2024 Cass County Housing Study.
6. Discuss/possible action: Final reading of Ordinance 2023-06 – Adoption of an updated Zoning Ordinance and amended Zoning Map for the Village of Eagle, Cass County, Nebraska.
7. Discuss/possible action: Approve 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.
8. Discuss/possible action: Appointment of Board of Directors to the Eagle Facilities & Grounds Association (EFGA).
9. Discuss/possible action: Consider Village Board member(s) attending the League of Nebraska Municipalities' 2024 Midwinter Conference on February 26-27, 2024 in Lincoln.
10. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
11. Discuss/possible action: Approve claims.
12. Report from Attorney.
13. Report from Clerk/Treasurer.

**The Agenda is readily available for inspection at the Village Clerk's Office located at 747 S. 2<sup>nd</sup> 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;

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
    - 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 \_\_\_\_\_ 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: \_\_\_\_\_  
. 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

COMMUNITY

\_\_\_\_\_

Date:

Attest:

\_\_\_\_\_

CASS COUNTY NEBRASKA  
ECONOMIC DEVELOPMENT COUNCIL

\_\_\_\_\_

Date

Attest:

\_\_\_\_\_

# Request to Fund Housing Study - Cass County Economic Development

Good Morning Investors,

I am excited to share that currently we have raised \$9350 to help us cover the cost of the County-wide housing study. With that early success I have raised our goal to \$15,000. With over 40 investors representing CCNEDC if everyone who has not committed funds yet chipped in as little as \$100 I believe we can hit our target. All the funds we raise will enable CCNEDC to jump straight into implementation of the plan upon completion in fall of next year. With recent stories of employers losing staff due to the lack of housing and expansions being delayed we cannot wait any longer in tackling this issue.

A big thank you to the following entities who have committed to funding: City of Plattsmouth, City of Louisville, OPPD, Citizens State Bank, Roloff Construction, Pinnacle Bank, and Slattery Vintage Estates.

If your organization is prepared to support this effort attached is Letter of Intent that can be filled out and returned to me.

Have a Merry Christmas and Happy New Year,

**Josh Charvat**

**Cass County Nebraska Economic Development Council**  
**Executive Director**

808 Conagra Drive, Suite 400, Omaha, NE 68102  
Office: 402-978-7909 | Cell: 402-980-5594

**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 \_\_\_\_\_ 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 \_\_\_\_\_ prepared to provide funding towards the 2024 Cass County Housing Study in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ 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,

\_\_\_\_\_  
\_\_\_\_\_

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.



## 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 \_\_\_\_\_, 20\_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.”

(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 15<sup>th</sup> 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.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF EAGLE, NEBRASKA

ATTEST:

By: \_\_\_\_\_

Terri Todd, Its Chair

\_\_\_\_\_  
Nick Nystrom, Its Clerk

(SEAL)

# Estimate

Village of Eagle  
727 s. 2nd Street, PO Box 130  
Eagle, NE 68347

Service Location  
Village of Eagle  
727 s. 2nd Street, PO Box 130  
Eagle, NE 68347



# NEBRASKA GENERATOR SERVICE LLC

(402)800-0748

www.nebraskageneratorservice.com  
accounting@nebraskageneratorservice.com

**Estimate No. 7937** Issued on Thu Dec 28, 2023

Qty	Name	Description	Rate	Amount	Tax
54	O-Mileage	Travel to and from site	\$2.75	\$148.50	TAX
3	O-Labor	COMPLAINT: Generator failed to shut off during exercise	\$160.00	\$480.00	TAX
		CAUSE: Exercise on OTEC control does not properly operate			
		CORRECTION: Tech to install external programmable exercise clock in ATS.			
1	O-ATS Parts	External programmable exercise clock	\$495.52	\$495.52	TAX
1	O-Misc Service Supplies	Misc Service Supplies	\$37.50	\$37.50	TAX
		1			

NOTE:

Subtotal  
Tax  
Total

\$1,161.52  
~~\$75.50~~ → Exempt  
~~\$1,237.02~~

Signature:  
Signature Date:

# THANK YOU

for considering Nebraska Generator Service

PO Box 922, 507 Front St  
Gibbon, NE 68840  
www.nebraskageneratorservice.com

If these items meet your approval, automatically [approve this estimate now!](#)

## TERMS & CONDITIONS

- We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. All credit card transactions will be charged a 3% usage fee. A late payment of \$25 will be added to invoice for every 30 days past due.
- This quote is valid for a period of 30 days.
- Payment Terms – due upon receipt.

## VILLAGE OF EAGLE

December 18, 2023

The Village Board of Trustees met in regular session at 7:00 p.m. on December 18, 2023 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 Preliminary Plat submitted by MDC Eagle One, LLC, pertaining to ± 60.565 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska. Martin Pelster was present and introduced himself as the attorney representing MDC Eagle One, LLC. Pelster discussed the changes that have occurred with the proposed development since it was first before the Village Board. Initially, the development was to consist of approximately 100 smaller lots with a higher density; the most recent proposal consists of 27 lots with parcel sizes ranging from 1.5 to 3 acres. Pelster said there will be three traffic lanes at the entrance of the subdivision to serve as a compromise to a second vehicular access point. There will be two concrete trails within the subdivision for MoPac Trail access. The streets will be paved with the exception of Robin Street and Sparrow Street to the north of Eagle Road; these streets will be paved at which time future development to the north occurs. Pelster discussed the plan to construct a water main extension beginning at 5<sup>th</sup> & A Street to service the subdivision. The developer is proposing that the subdivision SID fund the water main extension project; upon construction completion, the Village of Eagle is being asked to contribute \$225,000 towards the total project cost. Pelster said the developer is also proposing that the Village of Eagle agrees to collect water connection fees from future adjacent developers that desire to utilize the new water main extension. These fees would be reimbursed to the SID to offset some of the initial construction costs. The Village of Eagle will own and operate the water system and the SID will be responsible for repairs and maintenance within its boundaries. Pelster said there will be two street lights at the entrance to the subdivision, a street light at the interior intersections and a street light at the curve where Robin Street meets Bluejay Drive. There are four waiver requests that will be discussed at the conclusion of the public hearing, as follows: Waiver No. 1 to allow maximum block lengths greater than 600' without pedestrian easements; Waiver No. 2 to allow for one vehicle access point to the subdivision; Waiver No. 3 to allow all fire hydrants to be located within a 300' radius; and Waiver No. 4 to dismiss the requirement for public sidewalks throughout the subdivision. Todd asked if there were any comments or questions from the public. Josh Rowell asked if parking will be

provided at the trailheads. Pelster said no; these locations will simply serve as trail connectors for pedestrians. Hannah Rowell inquired about the weed management and water retention plans; there was an abundance of noxious weeds and standing water over the summer. Pelster said the developer owns Nebraska Hydro Seeding and once infrastructure is established the property will be properly seeded; he will forward the water retention concerns to the engineering team. Josh Rowell expressed concerns with children walking on the streets with no sidewalks available. Pelster said sidewalks were not deemed appropriate in this instance with acreage lots. Todd said sidewalks are not present in the South Meadows subdivision which also contains acreage lots. Rowell expressed concerns with fire hydrants being located within a 300' radius rather than linearly due to the section containing so much grass; the potential for children accessing the rear of his property; and the future costs for Eagle to expand its water infrastructure. Barbara Johnston (Village Engineer) said it is more typical for radius spacing of fire hydrants in municipalities; she briefly discussed the recent water study that was conducted and said this level of development is not a concern from a water capacity standpoint. Josh Rowell asked if percolation tests have been conducted at each proposed lot for septic systems. Pelster said percolation tests have been done but not on each lot; further testing is not going to be done until after approval of the subdivision. Terry Caddy asked if the booster pump station that will be located within the subdivision will aid in water pressure and fire suppression. Johnston said yes. Hannah Rowell discussed fencing to help keep pedestrians and dogs from entering her adjacent property. There were no further comments or questions from the public.

The public hearing was closed at 7:28 p.m.

Chairperson Todd opened the public hearing at 7:28 p.m. for the purpose of hearing testimony concerning an Application for a Change of Zoning and amendment of the Eagle Zoning Map from AG (Agricultural) to RE (Residential Estates) submitted by MDC Eagle One, LLC, pertaining to ± 60.565 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska. Todd asked if there were any comments or questions from the public. There were no comments or questions from the public.

The public hearing was closed at 7:30 p.m.

Chairperson Todd said there were four waiver requests submitted by MDC Eagle One, LLC, as part of the proposed Eagle's Landing residential development. The Eagle Planning Commission recommended granting these four waivers at their December 7, 2023 meeting. In order to grant a waiver, the Village Board must determine that three conditions are met; 1) There are unique circumstances or conditions affecting the property that are not the result of actions by the subdivider; 2) The waivers are necessary for the reasonable and acceptable development of the property in question; and 3) The granting of the waivers will not be detrimental to the public or injurious to adjacent nearby properties.

Motion by Caylor, second by Hochstein, to grant Waiver No. 1 to allow maximum block lengths greater than 600' without pedestrian easements after determining all three conditions to the waiver request have been met. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to grant Waiver No. 2 to allow for one vehicle access point to the subdivision after determining all three conditions to the waiver request have been met. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Hochstein, to grant Waiver No. 3 to allow all fire hydrants to be located within a 300' radius after determining all three conditions to the waiver request have been met. Voting: Ayes – 5. Motion carried.

Motion by Dobbins, second by Hochstein, to grant Waiver No. 4 to dismiss the requirement for public sidewalks throughout the subdivision after determining all three conditions to the waiver request have been met. Voting: Ayes – Caylor, Hochstein, Dobbins, Todd. Nays – Meier. Motion carried.

Motion by Hochstein, second by Dobbins, to approve the Eagle's Landing Preliminary Plat located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to approve the Application for a Change of Zoning and amendment of the Eagle Zoning Map from AG (Agricultural) to RE (Residential Estates) submitted by MDC Eagle One, LLC, pertaining to ± 60.565 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska, contingent upon approval of the Final Plat. Voting: Ayes – 5. Motion carried.

Open Forum – No public comment.

Chairperson 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 Dobbins, second by Hochstein, to accept the second reading of Ordinance 2023-06. Voting: Ayes – 5. Motion carried.

Motion by Dobbins, second by Caylor, to grant a March 5, 2024 timeline extension to the property owner of 205 B Street for connection to the public sanitary sewer system and abandonment of the existing septic tank on said property. Voting: Ayes – Meier, Caylor, Dobbins, Todd. Hochstein abstained. Motion carried.

Motion by Meier, second by Hochstein, to approve Kidwell's proposal for additional Verkada security cameras at Eagle Fire & Rescue and the Wastewater Treatment Plant in an amount not to exceed \$20,000. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Hochstein, to approve the Grant Agreement between the Nebraska Department of Environment and Energy and the Village of Eagle regarding the implementation of the Litter Reduction & Recycling Grant Project Number 2023-133930296. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to approve the purchase of four new tires for the 2012 Chevy Silverado from Eagle Automotive in the amount of \$1,115.96. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Dobbins, to authorize all regular full-time employees a paid holiday on December 22, 2023 in observance of the Christmas holiday. Voting: Ayes – Hochstein, Caylor, Dobbins, Meier. Nays – Todd. Motion carried.

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 8:30 p.m.

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Nick Nystrom  
Village Clerk

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Terri Todd  
Chairperson



## VILLAGE OF EAGLE

December 18, 2023

The Village Board of Trustees met in regular session at 7:00 p.m. on December 18, 2023 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 Preliminary Plat submitted by MDC Eagle One, LLC, pertaining to ± 60.565 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska. Martin Pelster was present and introduced himself as the attorney representing MDC Eagle One, LLC. Pelster discussed the changes that have occurred with the proposed development since it was first before the Village Board. Initially, the development was to consist of approximately 100 smaller lots with a higher density; the most recent proposal consists of 27 lots with parcel sizes ranging from 1.5 to 3 acres. Pelster said there will be three traffic lanes at the entrance of the subdivision to serve as a compromise to a second vehicular access point. There will be two concrete trails within the subdivision for MoPac Trail access. The streets will be paved with the exception of Robin Street and Sparrow Street to the north of Eagle Road; these streets will be paved at which time future development to the north occurs. Pelster discussed the plan to construct a water main extension beginning at 5<sup>th</sup> & A Street to service the subdivision. The developer is proposing that the subdivision SID fund the water main extension project; upon construction completion, the Village of Eagle is being asked to contribute \$225,000 towards the total project cost. Pelster said the developer is also proposing that the Village of Eagle agrees to collect water connection fees from future adjacent developers that desire to utilize the new water main extension. These fees would be reimbursed to the SID to offset some of the initial construction costs. The Village of Eagle will own and operate the water system and the SID will be responsible for repairs and maintenance within its boundaries. Pelster said there will be two street lights at the entrance to the subdivision, a street light at the interior intersections and a street light at the curve where Robin Street meets Bluejay Drive. There are four waiver requests that will be discussed at the conclusion of the public hearing, as follows: Waiver No. 1 to allow maximum block lengths greater than 600' without pedestrian easements; Waiver No. 2 to allow for one vehicle access point to the subdivision; Waiver No. 3 to allow all fire hydrants to be located within a 300' radius; and Waiver No. 4 to dismiss the requirement for public sidewalks throughout the subdivision. Todd asked if there were any comments or questions from the public. Josh Rowell asked if parking will be

provided at the trailheads. Pelster said no; these locations will simply serve as trail connectors for pedestrians. Hannah Rowell inquired about the weed management and water retention plans; there was an abundance of noxious weeds and standing water over the summer. Pelster said the developer owns Nebraska Hydro Seeding and once infrastructure is established the property will be properly seeded; he will forward the water retention concerns to the engineering team. Josh Rowell expressed concerns with children walking on the streets with no sidewalks available. Pelster said sidewalks were not deemed appropriate in this instance with acreage lots. Todd said sidewalks are not present in the South Meadows subdivision which also contains acreage lots. Rowell expressed concerns with fire hydrants being located within a 300' radius rather than linearly due to the section containing so much grass; the potential for children accessing the rear of his property; and the future costs for Eagle to expand its water infrastructure. Barbara Johnston (Village Engineer) said it is more typical for radius spacing of fire hydrants in municipalities; she briefly discussed the recent water study that was conducted and said this level of development is not a concern from a water capacity standpoint. Josh Rowell asked if percolation tests have been conducted at each proposed lot for septic systems. Pelster said percolation tests have been done but not on each lot; further testing is not going to be done until after approval of the subdivision. Terry Caddy asked if the booster pump station that will be located within the subdivision will aid in water pressure and fire suppression. Johnston said yes. Hannah Rowell discussed fencing to help keep pedestrians and dogs from entering her adjacent property. There were no further comments or questions from the public.

The public hearing was closed at 7:28 p.m.

Chairperson Todd opened the public hearing at 7:28 p.m. for the purpose of hearing testimony concerning an Application for a Change of Zoning and amendment of the Eagle Zoning Map from AG (Agricultural) to RE (Residential Estates) submitted by MDC Eagle One, LLC, pertaining to ± 60.565 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska. Todd asked if there were any comments or questions from the public. There were no comments or questions from the public.

The public hearing was closed at 7:30 p.m.

Chairperson Todd said there were four waiver requests submitted by MDC Eagle One, LLC, as part of the proposed Eagle's Landing residential development. The Eagle Planning Commission recommended granting these four waivers at their December 7, 2023 meeting. In order to grant a waiver, the Village Board must determine that three conditions are met; 1) There are unique circumstances or conditions affecting the property that are not the result of actions by the subdivider; 2) The waivers are necessary for the reasonable and acceptable development of the property in question; and 3) The granting of the waivers will not be detrimental to the public or injurious to adjacent nearby properties.

Motion by Caylor, second by Hochstein, to grant Waiver No. 1 to allow maximum block lengths greater than 600' without pedestrian easements after determining all three conditions to the waiver request have been met. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to grant Waiver No. 2 to allow for one vehicle access point to the subdivision after determining all three conditions to the waiver request have been met. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Hochstein, to grant Waiver No. 3 to allow all fire hydrants to be located within a 300' radius after determining all three conditions to the waiver request have been met. Voting: Ayes – 5. Motion carried.

Motion by Dobbins, second by Hochstein, to grant Waiver No. 4 to dismiss the requirement for public sidewalks throughout the subdivision after determining all three conditions to the waiver request have been met. Voting: Ayes – Caylor, Hochstein, Dobbins, Todd. Nays – Meier. Motion carried.

Motion by Hochstein, second by Dobbins, to approve the Eagle's Landing Preliminary Plat located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to approve the Application for a Change of Zoning and amendment of the Eagle Zoning Map from AG (Agricultural) to RE (Residential Estates) submitted by MDC Eagle One, LLC, pertaining to ± 60.565 acres located in part of Tax Lot 22 and part of Tax Lot 35, all in the E½ of Section 19, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska, contingent upon approval of the Final Plat. Voting: Ayes – 5. Motion carried.

Report from Fire & Rescue – Makinsey Lonergan (Rescue Captain) reported 8 rescue calls, 2 fire calls and 5 car accidents since the November 20, 2023 board meeting.

Open Forum – No public comment.

Chairperson 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 \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.”

(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 15<sup>th</sup> 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 Dobbins, second by Hochstein, to accept the second reading of Ordinance 2023-06. Voting: Ayes – 5. Motion carried.

Motion by Dobbins, second by Caylor, to grant a March 5, 2024 timeline extension to the property owner of 205 B Street for connection to the public sanitary sewer system and abandonment of the existing septic tank on said property. Voting: Ayes – Meier, Caylor, Dobbins, Todd. Hochstein abstained. Motion carried.

Motion by Meier, second by Hochstein, to approve Kidwell's proposal for additional Verkada security cameras at Eagle Fire & Rescue and the Wastewater Treatment Plant in an amount not to exceed \$20,000. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Hochstein, to approve the Grant Agreement between the Nebraska Department of Environment and Energy and the Village of Eagle regarding the implementation of the Litter Reduction & Recycling Grant Project Number 2023-133930296. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to approve the purchase of four new tires for the 2012 Chevy Silverado from Eagle Automotive in the amount of \$1,115.96. Voting: Ayes – 5. Motion carried.

Report on Streets and Maintenance – Caddy said the Christmas decorations were put up along Main Street and Monument Park. Hochstein inquired about the sidewalk at 3<sup>rd</sup> & E Street that is formed up but needs concrete. Bryce Belt said a contractor was called today about pouring the concrete. Meier and Hochstein discussed options for having the maintenance department perform small concrete jobs themselves. Meier said the street sweeper is in need of a new main broom.

Report on Wells and Sewer – Todd inquired about the current water levels at the wells. The maintenance department recently performed drawdown testing at the wells but the numbers are not available this evening. Belt and Graham have been locating curb stops, fire hydrants, manholes, etc. and adding their GPS coordinates into the new utility location program. The option of utilizing ARPA funds to extend the 6<sup>th</sup> Street water main to the south was discussed.

Motion by Meier, second by Dobbins, to authorize all regular full-time employees a paid holiday on December 22, 2023 in observance of the Christmas holiday. Voting: Ayes – Hochstein, Caylor, Dobbins, Meier. Nays – Todd. Motion carried.

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 – The Park Board would like to begin advertising for swimming pool employees in early 2024. Caylor discussed the rear yard of a property on Applewood Drive adjacent to the MoPac Trail. Meier said discussions continue with the Cass County Sheriff's Department regarding the parking of trailers on the street in excess of the twelve-hour time limit.

The meeting was adjourned at 8:30 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 December 18, 2023 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

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Nick Nystrom  
Village Clerk

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Terri Todd  
Chairperson