

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
OCTOBER 1, 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 Special Event Permit Application and closure of F Street between 4<sup>th</sup> & 5<sup>th</sup> Streets on October 20, 2024 from 9:30AM to 4:30PM for Eagle United Methodist Church.
5. Discuss/possible action: Consider Agreement Regarding Annexation Fees between Cass County Rural Water District No. 2 and the Village of Eagle.
6. Discuss/possible action: First reading of Ordinance 2024-07 – Amending Municipal Code §5-506 and §5-508 pertaining to regulations allowing the use of All-Terrain Vehicles, Utility-Type Vehicles and Golf Car Vehicles within the corporate limits and to provide an amendment to the waiver schedule contained in Municipal Code §6-403.
7. Discuss/possible action: Approve four-year Preventative Maintenance Agreement with Stryker on Lifepak 15 and Lucas devices in the amount of \$4,477.38 per year.
8. Discuss/possible action: Consider proposal from Kidwell for access control at Fire & Rescue in the amount of \$7,065.00.
9. Discuss/possible action: Approve Riverstone Bank as the Village of Eagle depository.
10. Discuss/possible action: Approve or deny minutes as typed for the previous meetings.
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.**

**AGREEMENT REGARDING ANNEXATION FEES BETWEEN RURAL  
WATER DISTRICT NO.2, CASS COUNTY, NEBRASKA AND THE VILLAGE OF  
EAGLE, NEBRASKA**

This Agreement Regarding Annexation Fees ("Agreement") is made and entered into on the dates provided below by and between RURAL WATER DISTRICT NO. 2, CASS COUNTY, NEBRASKA, a governmental subdivision (hereinafter referred to as "RWD") and the VILLAGE OF EAGLE, NEBRASKA, a municipal corporation (hereinafter referred to as the "VILLAGE").

WHEREAS, the parties acknowledge that federal statute 7 U.S.C. § 1926(b) states that water service provided or made available by an association such as RWD shall not be curtailed or limited by inclusion of the area served by such association within the boundaries of any municipal corporation such as the VILLAGE during the term of a loan from the federal government for certain improvements or facilities provided therein; and

WHEREAS, pursuant to 7 U.S.C. § 1926(b), the parties have arranged for certain fees to be paid to RWD by developers or the Village for such land annexed by the Village that will no longer be served by RWD irrespective of whether the land annexed by the Village is owned by a landowner served by RWD; and

WHEREAS, the parties desire to enter into this Agreement to memorialize the agreement reached regarding the herein referenced annexation fees and accomplish such other purposes as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. Purpose. The purpose of this Agreement is to set forth the resolution between RWD and the Village for payment of annexation fees by the Village or a private party to RWD for land that is annexed and will no longer be served by RWD, either immediately or at some time in the future. This includes payment to RWD of an annexation fee for a landowner holding a valid RWD Water Benefit Unit certificate (hereinafter referred to as "Existing Customer") or payment to RWD of an annexation fee for lands within the district not served but having the potential to be served by RWD (hereinafter referred to as "Potential Customer").

2. Termination. This Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of the parties and execution by all of the parties hereto. This Agreement may only be terminated by mutual written agreement of the parties or immediately upon the repeal of 7 U.S.C. § 1926(b) or amendment of U.S. Code to delete the prohibition; however, the Agreement shall continue if a state statute requiring compensation or imposing a similar prohibition is in effect at the time of said repeal or amendment.

3. Payment of Annexation Fees. The parties agree that RWD shall be compensated for the annexation of lands within RWD boundaries in the following manner:

- (a) Existing Customers. RWD Bylaws require each of its Existing Customers to hold and maintain a valid Water Benefit Unit issued by RWD. Ownership and the benefits arising from a RWD Water Benefit Unit follow the title of the land parcel served by RWD. Subject to the Annual Fee Adjustment as provided herein, any land parcel comprised of twenty (20) acres or less titled in the name of an Existing Customer, which is annexed into the Village, shall result in RWD being paid an annexation fee in the amount of Seven Thousand Seven Hundred Eighty Seven Dollars (\$7,787.00). Any land parcel of more than twenty (20) acres titled in the name of an Existing Customer, which is annexed into the Village, shall result in RWD being paid an annexation fee of Seven Thousand Seven Hundred Eighty Seven Dollars (\$7,787.00) plus Three Hundred Ninety Nine Dollars (\$399.00) for each additional acre contained in a land parcel of more than twenty (20) acres titled in the name of an Existing Customer.
- (b) Potential Customers. Subject to the Annual Fee Adjustment as provided herein, any land parcel located within the boundaries of RWD, excluding adjoining railroad right of way and excluding adjoining dedicated or conveyed road right of way, which is annexed into the Village, shall result in RWD being paid an annexation fee in the amount of Three Hundred Ninety Nine Dollars (\$399.00) for each acre contained in a parcel annexed into the Village regardless of the number of acres being annexed.
- (c) Annual Fee Adjustment. The annexation fee shall be adjusted annually starting in the month of January following the date of this Agreement. The adjustment will be in an amount equal to the change in the "Consumer Price Index - For All Urban Consumers" (CPI-U) for the period from November 1 to October 31 of the prior year to take effect the following January 1. If the herein referenced Consumer Price index is discontinued, the parties shall apply the most comparable price index available.
- (d) Application Fee. The parties agree that a Seven Hundred Fifty Dollar (\$750.00) application fee shall be paid by applicant to RWD upon application for release and relinquishment of a land parcel or parcels located within the boundaries of RWD due to municipal annexation, regardless of the size of the land parcel to be annexed. Multiple land parcels may be included within one application with one application fee. This fee shall not be subject to change unless mutually agreed upon in writing.
- (e) Certificate of Release and Relinquishment. RWD shall, by its authorized representative, execute and deliver a Certificate of Release and Relinquishment of lands annexed into the Village upon payment or computation of the annexation fee as provided herein, which shall release RWD's rights to provide service to the land parcel or parcels and any other rights under 7 U.S.C. § 1926.

4. Mutual Indemnification. The parties agree to mutually indemnify, defend and hold harmless each other, including any officers, representatives, employees, officials, or agents, for any claims, losses, or damages arising out of the course of this Agreement. Neither party waives any governmental immunity by entering into this Agreement and retains all defenses and immunities as provided by law. This provision survives any termination of the Agreement.

5. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns

7. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

8. Severability. Each section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof.

9. Waiver. Any waiver by any party of a default of any other party of this Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Agreement shall be a waiver of any party's right to demand exact compliance with the terms of this Agreement

10. Authorization. Each party shall approve this Agreement through appropriate action by ordinance, resolution, or otherwise pursuant to the governing laws of each to authorize execution of the Agreement. This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. Nothing provided in this Agreement shall abridge or otherwise limit the powers and duties of RWD's Board of Directors as provided under Neb. Rev. Stat. § 46-1001, et seq.

12. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules and interpretation of contracts generally.

13. Assignment. In the case of the assignment of the obligations under this Agreement by any of the parties hereto, prompt written notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other party to this Agreement.



**ORDINANCE NO. 2024-07**

AN ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA, TO AMEND SECTIONS 5-506 AND 5-508 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO REGULATIONS ALLOWING THE USE OF ALL-TERRAIN VEHICLES (ATV), UTILITY-TYPE VEHICLES (UTV) AND GOLF CAR VEHICLES WITHIN THE CORPORATE LIMITS; TO PROVIDE AN AMENDMENT TO THE WAIVER SCHEDULE CONTAINED IN SECTION 6-403; TO PROVIDE THAT THE CLERK AND THE APPROPRIATE DEPARTMENT THE VILLAGE ARE HEREBY AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; 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 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 BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILAGE AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, a number of citizens of the Village of Eagle, Nebraska, have requested the Municipality amend specific regulations allowing the use of All-Terrain Vehicles (ATV), Utility-Type Vehicles (UTV), and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Nebraska State Law gives municipalities the authority to adopt ordinances relating to the use of ATVs, UTVs, and Golf Car Vehicles within the corporate boundaries of the jurisdiction, and,

WHEREAS, Section 5-506 of the Municipal Code specifies the operator and equipment requirements for the use of ATVs, UTVs and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Section 5-508 of the Municipal Code specifies the penalties associated with the improper use of ATVs, UTVs and Golf Car Vehicles within the corporate limits of the Village of Eagle, Nebraska, and,

WHEREAS, Section 6-403 of the Municipal Code should provide a waiver schedule for tickets written under the above municipal code section violations and adjust other sections of the waiver schedule to match state waivers.

WHEREAS, the Board of Trustees of the Village of Eagle, Nebraska, deem the adoption of this Ordinance to be in the best interests of the citizens of the Village of Eagle, Nebraska.

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

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

Section 2. That Chapter 5, Article 5, Sections 5-506 and 5-508 of the Municipal Code of the Village of Eagle, Nebraska, shall be amended to read as follows:

**SECTION 5-506: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; OPERATOR AND EQUIPMENT REQUIREMENTS:**

A. Any person operating an ATV, UTV, or Golf Car Vehicle as authorized by this code section shall:

1. Have a valid Class O operator's license and be at least 17 years of age;
2. Have proof of liability insurance coverage for the ATV, UTV, or Golf Car Vehicle while in operation upon a street and provide such insurance proof of coverage at the time of registration or upon the demand of any peace officer requesting such proof within five (5) days of such request; such insurance shall be within the limits stated in Neb. Rev. Stat. § 60-509 or Neb. Rev. Stat. § 60-6,381, as amended from time to time;
3. If operating or riding on an ATV or UTV, utilize manufacturer installed seat belts or wear a helmet approved for lawful operation of a motorcycle in the State of Nebraska; and,
4. Only operate such ATV, UTV or Golf Car Vehicle between sunrise and sunset as required by Neb. Rev. Stat §60-6,356 and §60-6,381.

B. Every ATV and UTV shall be equipped with:

1. A braking system maintained in good operating condition;
2. An adequate muffler system in good working condition and without a cutout, bypass or similar device, or any modifications to the muffler system which increases the volume of the noise of the exhaust system. No portion of the system shall be permitted to contact the ground when weighted by its operator;
3. A United States Forest Service-qualified spark arrester;
4. Headlights and taillights;
5. A reflective sign must be affixed to the rear of the vehicle; and,

6. Equipped with a safety flag (provided by the Municipality) which extends no less than five (5) feet above the ground and is attached to the rear of such vehicle. The flag shall be day-glow in color, triangular in shape, and of a size with an area of not less than thirty (30) square inches.

~~C. No child under the age of eight (8) years shall be a passenger on an ATV, UTV, or Golf Car Vehicle unless the vehicle is equipped with, and the child is restrained by, a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213 as developed by the National Highway Traffic Safety Administration.~~

C. No person shall:

1. Equip the exhaust system of an ATV or UTV with a cutout, bypass, or similar device;
2. Operate an ATV or UTV with an exhaust system so modified; or
3. Operate an ATV or UTV with the spark arrester removed or modified except for use in closed-course competition events.

#### **SECTION 5-508: ALL-TERRAIN VEHICLES, UTILITY-TYPE VEHICLES AND GOLF CAR VEHICLES; PENALTY; IMPOUNDMENT.**

A. Any person who violates any provision of this Article or violates the provisions defined by Chapter 60 of the Revised Statutes of Nebraska while operating an ATV or UTV or who owns the same, shall be subject to the penalties under Chapter 5 of the Municipal Code and under the provisions of Chapter 60 of the Revised Statutes of Nebraska is hereby authorized ~~and all Municipal issued registrations for all of the operators and the owners of ATVs and UTVs shall be revoked~~ as follows:

1. For the first offense, the owner and/or operator shall be guilty of a Class III misdemeanor pursuant to Neb. Rev. Stat. § 60-6,362, which carries a possible maximum penalty of \$500 fine and/or three (3) months in jail or both for violations under Neb. Rev. Stat. 60-6,356 to 60-6,361. For a subsequent offense within any period of one year, the owner and/or operator shall be guilty of a Class III misdemeanor pursuant to Neb. Rev. Stat. §60-6,362, (if within the same year as the prior offense, then a Class II misdemeanor, which carries a maximum penalty of a \$1,000 fine and/or six (6) months in jail or both.)

2. For violations of the provisions of this article, not included under the state sections noted above, the owner and/or operator shall be guilty of a misdemeanor and subject to the penalties contained in Chapter 5 of the municipal code

B. Any person who violates any provision of this Article while operating a Golf Car Vehicle, or who owns the same, shall be subject to the penalties under Chapter 5 of the Municipal Code, or if done in violation of the State Law, may be subject to the penalties provided thereunder.

C. The following additional provisions apply to violations under the Municipal Code and/or the State Statutes, and apply to ATV, UTV and Golf Car Vehicle violations



within the corporate limits as follows:

1. ~~First Offense Impoundment: The first offense under this Article shall be subject to fine set forth in the Penalty section of this section. The vehicle may be impounded until it is validly registered (if registration is the basis of the violation) or for 10 days (for all other violations) and stored in a privately operated facility or other place designated by or maintained by the Municipality, with all impoundment costs payable by the owner/operator prior to retrieval. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of ten (10) days from the date of the offense. Suggested Waiver pursuant to Code Section 6-403.~~
2. ~~Second Offense Impoundment/Revocation: The second offense under this Article cited within the same calendar year shall be subject to a fine in excess of the first. All Municipal issued registrations shall be revoked for a period of one (1) year from the date of the offense; and the vehicle shall be impounded for fourteen (14) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk. The operator shall be prohibited from operating ATVs, UTVs and Golf Car Vehicles within the Municipality for a period of one (1) year from the date of the offense. Suggested Waiver pursuant to Code Section 6-403.~~
3. ~~Third and subsequent Offense Impoundment/Revocation: The third or more subsequent offense under this Article cited within the same calendar year shall be subject to a fine in excess of the previous fine and In the event of a third or subsequent offense under this Article, the registration for the ATV, UTV or Golf Car Vehicle shall be permanently revoked and the owner shall be prohibited from registering another vehicle permanently. An operator's third offense shall prohibit the operator from operating such vehicles in the Municipality permanently. —the vehicle shall be impounded for fourteen three (14 3) days and stored in a privately operated facility or other place designated by or maintained by the Municipality with all impoundment costs payable by the owner/operator prior to retrieval. Suggested Waiver pursuant to Code Section 6-403. The plate/flag shall be removed from the vehicle and returned to the Municipal Clerk.~~

D. Any adult, including the parent or guardian, who is found to have encouraged, caused, or contributed to the act of a minor child operating an ATV, UTV or Golf Car Vehicle in violation of Chapter 60 or of this Code, shall be considered in violation of Contributing to the Delinquency of a Minor pursuant to Neb. Rev. Stat. §28-709 and subject to the penalties set forth under Nebraska Law.

Section 3. That Chapter 6, Article 4, Section 6-403 of the Municipal Code of the Village of Eagle, Nebraska, shall be amended to read as follows

**§6-403 WAIVER FINE SCHEDULE.**

In the event a person is charged with a violation of the Municipal Code, the following is the suggested waiver schedule for violations in the event the duly appointed Law Enforcement Official of the Municipality, in his or her discretion, permits said person to enter a written guilty plea and pay the fine and costs directly to the Bureau of Violations (non-moving vehicle violations only) or the County Court:

<b>VILLAGE OF EAGLE ORDINANCE FEE/FINE WAIVER SCHEDULE</b>		
<u>ORDINANCE</u>	<u>DESCRIPTION</u>	<u>FINE</u>
<b>HEALTH/SANITATION</b>		
4-204	Solid Waste Disposal; Definitions; Refuse	\$25.00
4-402	Excessive Noise; Prohibited	\$25.00
<b>VEHICLE VIOLATIONS</b>		
5-205	Turning; "U" Turns	\$25.00
5-206	Turning; Generally	\$25.00
5-207	Right-of-Way; Generally	\$25.00
5-208	Position of Vehicle on Highway; Generally	\$25.00
5-210	Signs, Signals	\$25.00
5-211	Stop Signs	\$25.00
5-212	Pedestrian Mall/Fire Lane	\$25.00
5-213	Engine Braking	\$50.00
5-301	Littering	\$50.00
5-302	Signs; Defacing or Interfering With	\$100.00
5-303	Quiet Zones; Unnecessary Noise	\$25.00
5-304	Speeding 1-5 miles over	State Waiver \$25.00
	6-15 miles over	State Waiver \$50.00
	15 + miles over	State Waiver \$100.00
5-309	Driving Abreast	\$75.00
5-310	Driving in Sidewalk Space	\$25.00
5-401	Vehicle; Muffler	\$25.00
5-402	Loads; Projecting	\$25.00
5-501	Bicycle Operation	\$25.00
5-502	Minibikes Snowmobiles, Golf Cart, Go Cart	\$50.00
	Off-Road Vehicle; Parks	
5-503	Offroad Vehicles; <b>Other than ATV and UTV</b>	
	Unlawful Operation(first offense)	\$ 50.00
	(second offense)	\$100.00
	Subsequent to second	no-waiver \$150.00
<b>5-503, 5-506, 5-507</b>		
<b>and 5-509 ATV, UTV, Golf Car Vehicle Violations</b>		

	<b>First Offense in Calendar Year</b>	<b>\$100.00</b>
	<b>Second Offense In Calendar Year</b>	<b>\$150.00</b>
	<b>Third or Subsequent Offense in Calendar Year</b>	<b>\$200.00</b>
5-601	Parking; Generally	\$25.00
5-602	Parking; Designation	\$25.00
5-605	Parking; Trucks and Trailers Prohibited	\$25.00
5-606	Parking; Obstructing or Impeding Traffic	\$25.00
5-607	Parking; Display or Repair	\$25.00
5-608	Parking; Time Limit	\$25.00
5-609	Parking; Snow Removal and Maintenance	\$25.00
5-610	Parking Emergency; Snow Route	\$100.00
5-612	Parking; Private Lots	\$25.00
5-703	Snow Emergency; Declaration of Emergency; Prohibition of Parking on Snow Emergency Routes	\$100.00
5-703.01	Snow Emergency; Prohibition of Parking Residential Streets	\$100.00
5-706	Snow Emergency; Operation of Motor Vehicles On Snow Emergency Routes	\$100.00
5-707	Snow Emergency; Stalled Vehicle on Snow Emergency Route	\$100.00
<b>ANIMAL VIOLATIONS</b>		
6-101	Dogs/Cats; License	\$5.00
6-103	Dogs/Cats; Wrongful Licensing	\$25.00
6-105	Dogs/Cats; Unlicensed	\$25.00
6-106	Dogs/Cats; Uncollared	\$25.00
6-107	Dogs; Running At Large	\$25.00
6-109	Dogs; Vicious	\$50.00
6-110	Dogs; Barking and Offensive	\$25.00
6-112	Dogs/Cats; Removal of Tags	\$25.00
6-116	Dogs; Kennel Prohibited	\$50.00
6-119	Dangerous Dogs; Removal	\$50.00
6-120	Dangerous Dogs; Failure to Comply	\$50.00
6-122	Dangerous Dogs; Confinement	\$100.00
6-201	Animals; Running at Large (other than dogs)	\$25.00
6-202	Animals; Enclosures	\$25.00
6-203	Fowls; Ban From Municipality	\$50.00
6-204	Coyotes and Wolves; Ban From Municipality	\$75.00
6-205	Agricultural Animals; Ban From Municipality	\$50.00
6-206	Beekeeping; Banned from Municipality	\$50.00
<b>MISCELLANEOUS MISDEMEANORS</b>		
6-301	Misdemeanors; Injury to Trees	\$50.00
6-302	Misdemeanors; Trash	\$50.00
6-303	Misdemeanors; Posted Advertisements	\$25.00
6-304	Misdemeanors; Posting	\$25.00

6-306	Misdemeanors; Slingshots, Air Guns, BB Guns	\$50.00
6-307	Misdemeanors; Appliances in Yard	\$25.00
6-308	Misdemeanors; Street Games	\$25.00
6-309	Misdemeanors; Obstruction of Public Ways	\$25.00
6-310	Misdemeanors; Weed Removal; Litter Stagnant Water	\$25.00
6-311	General Offenses; Abandoned Automobiles	\$25.00
6-312	Misdemeanors; Unlicensed or Inoperable Vehicles	\$75.00
6-314	Misdemeanors; Barbed Wire and Electric Fences	\$25.00
6-315	Misdemeanors; Trespass of Municipal Property	\$50.00
6-316	Misdemeanors; Curfew	\$50.00
6-317	Misdemeanors; Liability of Parent, Guardian or Other Adult	\$25.00

### **FIRE REGULATIONS**

7-102	Fires; Assistance	\$75.00
7-105	Fires; Obstruction	\$100.00
7-106	Fires; Driving Over Hose	\$25.00
7-107	Fires; Traffic	\$25.00
7-109	Fires; Pedestrians	\$25.00
7-205	Fires Prevention; Storage	\$25.00
7-303	Fireworks; Unlawful Acts; Enumerated	\$50.00
7-305	Fireworks; Sale and Use of Bottle Rockets, Skyrockets and Like Devices Prohibited; Unlawful Acts	\$50.00
7-306	Permissible Fireworks; Sale and Use Only From June 28 <sup>th</sup> Through and Including July 4 <sup>th</sup> , Hours Of Sale and Use Restricted	\$50.00
7-308	Fireworks; Unlawful Discharging, Firing, Launching, or Throwing Prohibited	\$50.00
7-309	Permissible Fireworks; Retail Sale; License Required; Fee	\$50.00

### **PUBLIC WAYS AND PROPERTY**

8-103	Streets; Planting of Vegetation	\$25.00
8-104	Municipal Property; Obstructions	\$25.00
8-105	Municipal Property; Weeds	\$50.00
8-201	Sidewalks; Overhanging Branches; Vegetation; Encroachments	\$25.00
8-202	Sidewalks; Kept Clean	\$25.00
8-206	Sidewalks; Construction by Owner	\$25.00
8-305	Streets; Driving Stakes	\$75.00
8-306	Streets; Mixing Concrete	\$25.00
8-307	Streets; Harmful Liquids	\$25.00

### **BUSINESS REGULATIONS**

10-119	Alcoholic Beverages; Hiring Minors	\$100.00
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10-120	Alcoholic Beverages; Consumption in Public Places	\$100.00
10-122	Alcoholic Beverages; Consumption Inside Vehicles	\$100.00
10-123	Alcoholic Beverages; Transporting in Public Places	\$100.00
10-201	Peddlers and Hawkers; Regulation	\$25.00

Section 4. That the Clerk and the appropriate Department of the municipality, whether one or more, of the Village are hereby authorized and directed to implement this Ordinance.

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 should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Governing Body that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

Section 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 public places in the Village of Eagle, Nebraska, and shall be in full force and take effect on the fifteenth (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 Governing Body of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall amend the Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2024.

VILLAGE OF EAGLE, NEBRASKA

By: \_\_\_\_\_  
Terri Todd, Its Chairperson

ATTEST:

\_\_\_\_\_  
Nick Nystrom, Village Clerk

(SEAL)



## PREVENTATIVE MAINTENANCE

Quote Number: 10985473

Version: 1

Prepared For: EAGLE FIRE DEPT

Attn:

Rep: Scott Pufahl

Email: scott.pufahl@stryker.com

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Jeremy Stevens

Quote Date: 09/11/2024

Email:

Expiration Date: 10/11/2024

Contract Start: 10/01/2024

Contract End: 09/30/2028

### Delivery Address

Name: EAGLE FIRE DEPT

Account #: 20018983

Address: 701 S 1ST ST

EAGLE

Nebraska 68347

### Sold To - Shipping

Name: EAGLE FIRE DEPT

Account #: 20018983

Address: 701 S 1ST ST

EAGLE

Nebraska 68347

### Bill To Account

Name: EAGLE FIRE DEPT

Account #: 20067362

Address: POBox 126

EAGLE

Nebraska 68347-0126

### ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts Labor Travel Preventative Maintenance Batteries Service	48	1	15.0%	\$7,493.60	\$7,493.60
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR 10/01/2024 - 09/30/2025 Parts Labor Travel Preventative Maintenance Batteries Service	12	2	15.0%	\$1,461.15	\$2,922.30
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts Labor Travel Preventative Maintenance Batteries Service	48	1	15.0%	\$7,493.60	\$7,493.60
ProCare Total:							\$17,909.50
ProCare Annual Payment:							\$4,477.38

### Price Totals:



## PREVENTATIVE MAINTENANCE

Quote Number: 10985473  
 Version: 1  
 Prepared For: EAGLE FIRE DEPT  
 Attn:

Rep: Scott Pufahl  
 Email: scott.pufahl@stryker.com  
 Phone Number:

GPO: CUSTOMER CONTRACT  
 Quote Date: 09/11/2024  
 Expiration Date: 10/11/2024  
 Contract Start: 10/01/2024  
 Contract End: 09/30/2028

Service Rep:  
 Email:

\_\_\_\_\_  
 Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
 Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
 Authorized Customer Signature      Date

\_\_\_\_\_  
 Stryker Authorized Signature      Date

\_\_\_\_\_  
 Purchase Order Number

### Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

# Payment Schedule

**Starting Balance:**

**\$17,909.50**

Date	Payment	Balance
10/01/2024	\$4,477.38	\$13,432.13
10/01/2025	\$4,477.38	\$8,954.75
10/01/2026	\$4,477.38	\$4,477.38
10/01/2027	\$4,477.38	\$ -





**Proposal:**  
**Access Control for Fire Station**

**Prepared for:**  
Village of Eagle

**Prepared by:**  
Justin Peppard

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We see beyond in everything we do. Beyond titles or tasks. Beyond today's challenges and tomorrow's goal. When someone, colleague or client, is in need we are there ready to find a way to help. This philosophy carries through our office locations, in the field, and across our communities. Doing what's right, even when no one is watching. That's Kidwell.



Prepared For:

**Village of Eagle**

Nick Nystrom  
727 S. 1st Street  
Eagle, NE 68347  
United States

Prepared By:

**Justin Peppard**  
jpeppard@kidwellinc.com  
KIDQ21356  
9/6/2024

**Access Control for Fire Station**

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**Project Scope:**

Kidwell will provide & install new Verkada access control on the Fire & Rescue Building for the Village of Eagle.

Kidwell is not responsible for schedule delays caused by others and/or material delays.

**Engineering:**

**Base Bid:**

Kidwell will provide & install access control on (2) doors at the Fire & Rescue Building. Kidwell will provide & install (2) 3-year door licenses, (2) door position sensors, (2) Verkada card readers, (2) electrified strikes, (1) 4-door controller, (1) battery backup & all required cabling/wiring.

**Option #1 - Alarm License:**

Kidwell will provide & install (1) 3-year Basic Alarm License.

Owner to provide required network switch port and 120V receptacle.

## Notes:

Proposal assumes that all existing/owner-provided equipment is functioning properly and is in good working condition.

Proposal assumes that existing conduits and raceways are free from obstructions and can be re-used.

Kidwell assumes all new cabling locations are accessible from a drop ceiling environment. No conduit is included.

Proposal does not include any cabinets or shelves for equipment.

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Important Contact Information:  
Kidwell Support: [dispatch@kidwellinc.com](mailto:dispatch@kidwellinc.com) - 402.473.7788

## Items Not Included:

- PC or monitor.
- Labor or material related to existing handle sets.
- Non-electrified door hardware.
- Network switch.
- Local power supplies.
- Connection to fire alarm system.
- Lift Rental.
- Patching or painting.
- Any 120V work.
- Conduit.
- Configurations to owners' network.
- Warranty on any existing equipment.
- Network connection between buildings.

**Base Bid:**

**\$7,065.00**

**Hardware**

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- 1.00 AC42 Four-Door Controller
- 1.00 4AH Backup Battery
- 2.00 AD34 Multi-format Card Reader
- 1.00 26-Bit 125kHz Pre-Programmed Keyfob, 25-Pack, Gray
- 2.00 High Performance Electric Strike with 1LB Faceplate Kit for Latchbolts
- 2.00 1" Steel Door Recessed Switch Set, Standard Gap Up to 1/2", Closed Loop, Standard 12" Leads, Gray
- 2.00 Pan-Way Low Voltage Surface Raceway, 10', White
- 1.00 Pan-Way Entrance End Fitting, White
- 2.00 Pan-Way End Cap Fitting, White

**Software**

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- 2.00 3-Year Door License

**Services & Other Totals**

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System Installation	Included
Shipping & Handling	Included
New Plenum-Rated CAT6 Cabling Run (1)	Included
New Composite Access Control Cabling Runs (2)	Included

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**LINCOLN**

3333 Folkways Circle  
Lincoln, NE 68504

**OMAHA**

7050 S. 110th St.  
La Vista, NE 68128

**KEARNEY**

414 E. 6th St.  
Kearney, NE 68847

**COLUMBUS**

118 23rd St. #118  
Columbus, NE 68601

**SIOUX FALLS**

100 E. 6th St.  
Sioux Falls, SD 57104

**DES MOINES**

4224 Fleur Dr. #202  
Des Moines, IA 50321

**Quote Valid 30 Days from Proposal Date**

**Option #1 - Alarm License (1):**

**\$3,525.00**

Software

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1.00 3-Year Alarm License

Services & Other Totals

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System Installation

Included

*\* Not interested  
in this Option*

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<b>LINCOLN</b> 3333 Folkways Circle Lincoln, NE 68504	<b>OMAHA</b> 7050 S. 110th St. La Vista, NE 68128	<b>KEARNEY</b> 414 E. 6th St. Kearney, NE 68847	<b>COLUMBUS</b> 118 23rd St. #118 Columbus, NE 68601	<b>SIOUX FALLS</b> 100 E. 6th St. Sioux Falls, SD 57104	<b>DES MOINES</b> 4224 Fleur Dr. #202 Des Moines, IA 50321
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**Quote Valid 30 Days from Proposal Date**

# Proposal Summary

Base Bid:

\$7,065.00

~~Option #1 - Alarm License (1):~~

~~\$3,525.00~~

- Yes, I would like to accept this option.
- No, I would like to decline this option.

\* By signing, CUSTOMER ACKNOWLEDGES that they have reviewed and understand all attached terms and conditions of this agreement.

**Notes:**

\* Sales Tax has not been included in this proposal.

**Terms:**

- \* 50% Down Required before any work can begin
- \* Remaining Payment to be made as follows: MONTHLY - ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD
- \* Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

Authorized Kidwell Representative: John Wiechman Date: 9/6/2024

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Quote Valid 30 Days from Proposal Date**

## Contract Terms & Conditions

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

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

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

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

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

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

**Remedies.** The parties shall have the following remedies:

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

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

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

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

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

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

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



## Customer Address Verification

Please verify the following JOB SITE address and BILLING address.  
If changes are required, please use the provided lines. If correct, please sign at bottom of page.

### JOB SITE ADDRESS

Job Site Contact: Nick Nystrom  
Email Address: nick@eaglene.gov  
Company Name: Village of Eagle  
Address: 727 S. 1st Street  
Eagle, NE 68347

If CHANGES need made to the JOB SITE ADDRESS, use these lines:

Job Site Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### BILLING ADDRESS

Billing Contact: Nick Nystrom  
Email Address: nick@eaglene.gov  
Company Name: Village of Eagle  
Address: 727 S. 1st Street  
Eagle, NE 68347

If CHANGES need made to the BILLING ADDRESS, use these lines:

Billing Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

I verify all address information is correct or I have provided the correct address information.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **VILLAGE OF EAGLE**

**September 16, 2024**

The Village Board of Trustees met in regular session at 7:00 p.m. on September 16, 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 7:00 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request. The Village of Eagle proposes to adopt a property tax request that will cause its tax rate to be 0.618695 per \$100 of assessed value; this is the same tax rate as last year. The 2024-2025 property tax request is resolved to be set at \$552,257.80; this equates to \$387,152.18 for non-bond purposes and \$165,105.62 for bonds. Todd asked if there were any comments or questions from the public. There were no comments or questions from the public. The Village Board agreed to stand at ease until which time the next public hearing begins at 7:10 p.m.

The public hearing was closed at 7:10 p.m.

Chairperson Todd opened the public hearing at 7:10 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the 2024-2025 Budget. Three copies of the proposed budget statement were made available to the public. Todd said any member of the public wishing to speak on the 2024-2025 Budget will be granted a period of five minutes each. The notice of public hearing on the 2024-2025 Budget was published in the September 12, 2024 edition of the Voice News and posted in the three public posting areas in town. Todd presented an outline of the key provisions of the proposed budget statement, as follows: The Village is keeping the tax levy the same as the prior year; with the valuation increase the Village can collect \$16,104.26 more tax in 2024-25 to help offset rising costs. The Village is budgeting for water and/or sewer infrastructure improvements; the estimated capital improvements and bond proceeds are \$2,500,000. The Village is also budgeting for street improvements and a water main extension. There are several other small projects included in the 2024-2025 budget. 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 7:12 p.m.

Motion by Hochstein, second by Meier, to introduce Resolution 2024-08. Voting: Ayes – 5. Motion carried.

**RESOLUTION SETTING THE PROPERTY TAX REQUEST  
RESOLUTION NO. 2024-08**

**WHEREAS**, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the Village of Eagle passes by a majority vote a resolution or ordinance setting the property tax request; and

**WHEREAS**, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

**NOW, THEREFORE**, the Governing Body of the Village of Eagle resolves that:

1. The 2024-2025 property tax request be set at:
  - a. General Fund:       \$387,152.18
  - b. Bond Fund:         \$165,105.62
2. The total assessed value of property differs from last year's total assessed value by three (3) percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.600653 per \$100 of assessed value.
4. The Village of Eagle proposes to adopt a property tax request that will cause its tax rate to be 0.618695 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the Village of Eagle will decrease from last year's budget by 1.88 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

Motion by Meier, second by Hochstein, to adopt Resolution 2024-08. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to approve a one-percent (1%) increase in Restricted Funds. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to approve the 2024-2025 Budget. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Todd, to approve a supply reimbursement cost of \$500.00 to Eagle Fire & Rescue for Eagle Elementary Fire Awareness Day on October 11, 2024. Voting: Ayes – 5. Motion carried.

Open Forum – Amber Doser asked what is included in restricted funds as part of the budget. Nystrom said restricted funds are defined to include property taxes, local sales taxes, payments in lieu of taxes and state aid.

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

The meeting was adjourned at 7:41 p.m.

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Nick Nystrom  
Village Clerk

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Terri Todd  
Chairperson

## VILLAGE OF EAGLE

September 16, 2024

The Village Board of Trustees met in regular session at 7:00 p.m. on September 16, 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 7:00 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request. The Village of Eagle proposes to adopt a property tax request that will cause its tax rate to be 0.618695 per \$100 of assessed value; this is the same tax rate as last year. The 2024-2025 property tax request is resolved to be set at \$552,257.80; this equates to \$387,152.18 for non-bond purposes and \$165,105.62 for bonds. Todd asked if there were any comments or questions from the public. There were no comments or questions from the public. The Village Board agreed to stand at ease until which time the next public hearing begins at 7:10 p.m.

The public hearing was closed at 7:10 p.m.

Chairperson Todd opened the public hearing at 7:10 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the 2024-2025 Budget. Three copies of the proposed budget statement were made available to the public. Todd said any member of the public wishing to speak on the 2024-2025 Budget will be granted a period of five minutes each. The notice of public hearing on the 2024-2025 Budget was published in the September 12, 2024 edition of the Voice News and posted in the three public posting areas in town. Todd presented an outline of the key provisions of the proposed budget statement, as follows: The Village is keeping the tax levy the same as the prior year; with the valuation increase the Village can collect \$16,104.26 more tax in 2024-25 to help offset rising costs. The Village is budgeting for water and/or sewer infrastructure improvements; the estimated capital improvements and bond proceeds are \$2,500,000. The Village is also budgeting for street improvements and a water main extension. There are several other small projects included in the 2024-2025 budget. 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 7:12 p.m.

Motion by Hochstein, second by Meier, to introduce Resolution 2024-08. Voting: Ayes – 5. Motion carried.

**RESOLUTION SETTING THE PROPERTY TAX REQUEST  
RESOLUTION NO. 2024-08**

**WHEREAS**, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the Village of Eagle passes by a majority vote a resolution or ordinance setting the property tax request; and

**WHEREAS**, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

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  - a. General Fund:       \$387,152.18
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3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.600653 per \$100 of assessed value.
4. The Village of Eagle proposes to adopt a property tax request that will cause its tax rate to be 0.618695 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the Village of Eagle will decrease from last year's budget by 1.88 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

Motion by Meier, second by Hochstein, to adopt Resolution 2024-08. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to approve a one-percent (1%) increase in Restricted Funds. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Caylor, to approve the 2024-2025 Budget. Voting: Ayes – 5. Motion carried.

Report from Fire & Rescue – Makinsey Lonergan (Rescue Captain) reported 12 rescue calls, 6 fire calls and 1 car accident since the August 19, 2024 board meeting. Eagle Fire & Rescue has responded to 127 emergency calls to date.

Motion by Hochstein, second by Todd, to approve a supply reimbursement cost of \$500.00 to Eagle Fire & Rescue for Eagle Elementary Fire Awareness Day on October 11, 2024. Voting: Ayes – 5. Motion carried.

Open Forum – Amber Doser asked what is included in restricted funds as part of the budget. Nystrom said restricted funds are defined to include property taxes, local sales taxes, payments in lieu of taxes and state aid.

Discuss/possible action: Driveway repairs at 611 Wulf Drive as the result of a water main break – Property owner not present. No action taken.

Discussion: Consider suggested amendments to Municipal Code Chapter 5, Article 5, as the same relates to the operation of all-terrain, utility-type and golf car vehicles – The Village Board was provided with a list of suggested amendments submitted by Carl Berggren. Sebastian Edwards was present to read through the proposed amendments. The first proposed amendment requests that Municipal Code §5-504(D) re-defines a Golf Car Vehicle from having a capacity of not more than four persons to not more than six persons. Nystrom said this is how a Golf Car Vehicle is defined in Nebraska State Statute and cannot be modified by the Village Board; if a vehicle is manufactured and street legal to seat six people, it may be defined as a low-speed vehicle if it meets all other statutory requirements. The second proposed amendment requests that Municipal Code §5-506(C) be removed entirely. This section currently prohibits children under the age of eight years old from being passengers on ATV, UTV or Golf Car Vehicles unless the vehicle is equipped with, and the child is restrained by, a proper child passenger restraint system. Edwards said the primary reason behind wanting to remove this section is because golf cart and car seat manufacturers both recommend not attaching car seats to golf carts; they are not equipped to anchor to the golf cart and have no rollover protection. The final proposed amendment requests that Municipal Code §5-508(C) be amended to include lesser penalties for violations of the ordinance. The proposal before the Village Board includes a written warning for the first offense, a \$25.00 fine for the second offense, a \$50.00 fine for the third offense, and a \$100.00 fine and single day impound for each subsequent offense. Nystrom said the proposed fines are too negligible, would cost more to administer than what is being recovered, and effectively make the ordinance not worth enforcing. Hochstein agreed and said even the first offense would need to cost more than what it does to license and register a vehicle. Todd and Hochstein volunteered to work with Nystrom to draft an amended ordinance for consideration at a future meeting.

Report on Streets and Maintenance – The report on Streets and Maintenance was provided as a written report from the Maintenance Department. Todd asked if the pool has been drained for cleaning. Nystrom said yes. Meier said the new dump box needs to be painted and installed on the FL70 before winter arrives. John Surman

said an extension to chipping season may be necessary if the limbs and branches aren't taken care of by October 1<sup>st</sup>.

Report on Wells and Sewer – The report on Wells and Sewer was provided as a written report from the Maintenance Department. Meier asked if anti-seize is being used in conjunction with flushing the fire hydrants. Nystrom and Caddy were unsure.

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

Report from Committees and Boards – No reports from Committees and Boards.

The meeting was adjourned at 7:41 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 Chairperson and Board of Trustees on September 16, 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

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Nick Nystrom  
Village Clerk

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Terri Todd  
Chairperson