

VILLAGE OF DUNCAN BOARD MEETING

June 10, 2024 7:00 PM – Village Hall, 906 8th Street, Duncan, NE 68634

The monthly board meeting of the Village of Duncan Board of Trustees was called to order at 7:04 PM by Chairperson, Nick Wagoner. The Chairperson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was held in the Village Hall. Board members present were Lance Denbo, Steve Langton, Nick Wagoner, Jerusha Ratcliffe and Joe Boruch. Also in attendance were Village Staff: Doug Michalak (Utility Superintendent), Michelle Schindel (Treasurer) and Marianna Evans (Clerk). *A motion was made to approve the minutes from the meeting on May 13, 2024 by Ratcliffe, second--Boruch. Vote was as follows: Voting aye—Denbo, Langton, Wagoner, Ratcliffe and Boruch. Voting nay—none. The Chairman carried the motion.*

Unfinished Business

Proposed Full Time Employee Retirement Plan Michalak stated that he was happy with the plan Evans brought last month from Sundance Investments. *A motion to approve a SIMPLE IRA with 3% match from Village, through Sundance Investments for Michalak was made by Langton, second—Denbo. Vote was as follows: Voting aye—Denbo, Langton, Wagoner, Ratcliffe and Boruch. Voting nay—none. The Chairman carried the motion.*

Proposed Gate/Fence for Tree Pile Michalak reported there are still outsiders dumping and there are still unauthorized materials being dumped. He stated it would cost approximately \$800 for fencing and a gate to close the tree pile. He reported that the state could possibly drop by and find an unauthorized item and shut it down for good. Michalak stated that there is a large sign that states, ‘Trees & branches ONLY’. As well as ‘Duncan Residents ONLY’. The Board discussed the pros and cons of locking it up during non-work hours. Wagoner stated we could lock it up temporarily to see how the it works. *A motion to approve purchasing fencing and a gate and locking the tree pile up during Michalak’s non-work hours was made by Denbo, second—Langton. Vote was as follows: Voting aye—Denbo, Langton, Wagoner, Ratcliffe and Boruch. Voting nay—none. The Chairman carried the motion.*

New business:

Nuisance Building Update/Plan Boruch reported that the Holy Name committee with the church met and decided they did not want the liability with helping fix the building. He stated that he personally stopped and spoke with the owner about helping to remove grass when mowed. Boruch stated that he would talk with her again about the shed. Wagoner postponed this agenda item to the next meeting for follow up.

Baseball Field Contracts Justin Grotelushen presented and identified himself to the Board as a concerned citizen and coach of the Duncan Jays and representative of Columbus Baseball. He reported that Nick Larsen and Marus Gillespie were coaching games and could not make it. Grotelushen read a written speech to the Board with concern that ‘Duncan is in jeopardy of losing their baseball league’. He stated that a letter from the Village was sent out, ‘threatening, criticizing and chastising’ the Columbus Baseball League. As well as telling them that they have to care for the field even after their season is completed. He reported that Columbus Baseball has put a lot of money and hours into fixing the field up. He stated that they replaced roofs and added dirt and sprinkler system. He reported they added batting cages and take care of the concession stand etc. He stated that they are already in the works to move their league to Bellwood due to the letter from the Village. He stated they would have to pay money but they would not have to maintain anything. Evans stated that many in the community are confused in thinking that the Village of Duncan has a ball association again because there are several Duncan kids playing on this team and they play in Duncan. However, it is actually Columbus Baseball that runs the league/teams and controls the finances. They are not controlled by the Village of Duncan. While one of the teams may be called the ‘Jays’, that does not make it a Village of Duncan Ball Association and/or responsibility. The Village of Duncan receives absolutely NO financing or has anything to do

with the teams that play at the Duncan ball field. The Village only allows Columbus Baseball to practice and play games on our field, as requested and negotiated with Nick Larsen (owner of the Columbus Baseball). It saves them money which makes baseball more accessible to kids. It is a benefit to the kids of Duncan that Columbus Baseball uses the Duncan field. As for the field maintenance, Evans clarified that the Village paid for the roofing, the sprinkler system was already installed and Village paid quite a bit for the sprinkler system to become functional. She stated that the Village also received a donation for the \$4k scoreboard from CSS Farms and have had community members that poured concrete slabs to set the new bleachers upon. She reported that the Village also paid for and had installed the fence between the residential area and ballfield. Evans stated the Village spent a lot of money on getting the concession stand ready and functional, among other things. She stated that when the P&R committee members decided they could no longer work the concession stand, they gave it to a few people who have ran it since and have not made any donations to either the Village or the Church, as reportedly they had agreed to. She pointed out that since the first year or two, there has not been a lot of work done by the baseball league. She also stated that, last year the Board had to decide whether the Village should be involved anymore. Since the Village of Duncan has not had a Baseball Association in over a decade and due to the land being owned by the church and the need for the Village to have a contract with the church and the cost to the Village. Evans reported the cost to the Village for the extra insurance, electricity, water, mowing, etc. equals out to approximately \$3,000-4,000 every year. She stated that the Board decided to continue because they wanted the kids to be able to play. They were afraid that if they left it up to the church, that the church would not approve a baseball team to play there. Or the archdiocese wouldn't allow it. Evans clarified that she had sent an email, not a letter, to Gillespie, the one who signed the contract at the beginning of the year and had reportedly taken over for Nick Larsen. She stated that she initially emailed Gillespie to inquire when the end of their season was due to a request to use the field for a family reunion at the end of July. Evans read that email as well as the email response that Gillespie sent stating they would be done with baseball in June. Evans then read aloud the email that Grotelushen refers to as the 'letter'. Evans' email asked Gillespie for an update on the toilet and sprinkler head repair and reminded him that the contract they had for field use and maintenance was for one year, to see if they would continue caring for the infield during the rest of the summer to prevent the massive number of weeds that appeared last summer. Evans stated she had never received a reply to the second email to Gillespie and was waiting to see if it would be a problem, because she would have offered the Village to help. She never received a response from Gillespie. Only an upset parent/coach that has a major issue with the care of the infield after season. She read the short contract aloud as well. Which included ground care for the infield. She asked Grotelushen if Larsen and Gillespie are really that upset about the email. Grotelushen reported that they are, and so are a lot of other people. He stated it is ridiculous to expect them to care for the field after the season. Evans reported that when negotiating with Larsen the first several years, it was meant to be a simple contract (per Larsen) and Larsen always said they would prefer simple. Grotelushen also voiced his concern of liability of the team with letting others use the field as in the case of the family reunion. And referred to having to clean up the field for others to use. Evans clarified that any event that would take place at the ballfield would also require their own liability insurance. She stated she has not received the signed contract or proof of liability from the event sponsor and so it is possibly not even going to happen. Evans stated that the contract is not a lease, it is more of a maintenance contract for use of the field, since they pay nothing to the Village as rent. Grotelushen and a few Board members believed that any other person or event should have to go through Columbus Baseball to get permission to play on the field if they signed a year contract. Evans clarified that it does not say that it is a lease in the contract. It simply pertains to what they have to do in order to play their season and practices on our field. In lieu of payment for field use, Columbus Baseball agreed to maintain the infield (as well as a few other tasks). Wagoner asked Grotelushen what he wanted the Board to do. Grotelushen made it clear that he, nor the league wanted to have anything to do with caring for the field after the season was over. Evans stated

that all it would take is dragging it once a week for 2 more months. To allow kids to play during the summer and to keep the clean-up in the spring easier. She asked Grotelushen if there are 8 Duncan kids, that have parents and/or dads, wouldn't those dads/parents and kids want to be able to play on the field after the season ends? She asked Grotelushen specifically if he cared so much about the community and Duncan kids playing baseball here, then why is it a problem to drag the field once a week for a couple months? Especially since he lives in Duncan and very close to the baseball field. Grotelushen continually refused to participate in any off-season care of the baseball field and did not believe it was right to expect Columbus Baseball to have to do anything after the season. Grotelushen kept referring that the contract is too simple and needs clarification. Michalak reported that the man hours put in on the field are only about 1-1.5 hours a week by Columbus Baseball. And he stated that was mostly Gillespie's son dragging the field with the 4-wheeler. Michalak reported that the toilets and the sprinkler heads are still broken. He stated that when he turned the water on at beginning of the season, he and Gillespie noted that they were broken and they are still broken. Gillespie had told Michalak that he would fix them. Grotelushen stated that they had already fixed the sprinklers. Michalak denied that and stated that there is one that is still leaking constantly. Grotelushen finally made it clear that he and the Columbus Baseball League would be happy to stay in Duncan if the Village would not make them take care of the infield after the season. And that they wouldn't care about their liability with others using the field...if they did not have to care for the infield after season. Boruch stated he would drag the field and that it is ridiculous to get upset over. Wagoner offered to spray the field as well. Grotelushen even offered the use of his personal 4-wheeler for Michalak to drag the field. The Village Board made it clear that they all want the kids to be able to play in Duncan. Ratcliffe thanked Grotelushen for coming in. Grotelushen thanked the Board and left the Hall. The Board continued to discuss the topic and Evans pointed out that if the 'simple contract' is so hard to read and understand and is going to cause problems like this, she will turn it over to the Village attorney and let him work with the Columbus Baseball attorney on a clear and precise contract that will avoid any issues. She stated that this had become a bigger issue than needed and could have been avoided if Gillespie had only replied to her email. Evans stated that there was no ill intent with her email and she was just trying to prevent the field from becoming overwhelmed with weeds, so kids in Duncan could continue to play on it during their summer. Wagoner pointed out that the email was not threatening in anyway. He reported that Grotelushen had called him last Thursday (day after email sent to Gillespie). On Thursday, Wagoner presented to Evans' office and she read the email to him as well as showed him the contract. Wagoner stated that he had called Grotelushen back that day, and told him the email was not threatening at all. The Board is in agreement to care for the infield weeds after baseball season since no one on the Columbus Baseball team feels it is fair for them to have to do. A new contract is signed every year prior to the season starting.

Board Goals For Year Ratcliffe stated she felt that there should be Village of Duncan merchandise to sell such as shirts, hats etc. And she would like to see a community 'Meet & Greet'. She stated that we could maybe coincide that with the Farmer's Market. She suggested possibly a BBQ cook off event. Boruch suggested updating the West Park. Wagoner postponed this item to the next meeting for further ideas.

Budget Needs New desk chairs for both offices are needed. Evans reported that they are very old. Wagoner postponed to next meeting for further ideas of Board Goals etc..

Departmental Reports:

Utilities Michalak stated that he is waiting for the Tonka rep to come down and go through the water treatment equipment as approved last month. He is waiting for a call back to schedule the time. No further report.

Parks & Rec. Michalak stated he spoke with Dahlberg to help him get the shade structure at the park rolled out. No further report.

Planning & Zoning no report.

Clerk Report no report.

Treasurer Report & Updates—Approval of Bills Schindel presented the monthly recap for the Board to review. After reviewing, a *motion to approve all bills as reported was made by Boruch, second—Denbo. Voting aye—Denbo, Wagoner, Ratcliffe and Boruch. Langton absent. Voting nay—none. The Chairman carried the motion.*

All meetings are open to the public and a current agenda for said meetings will be posted and available for public inspection at the office of the Village Clerk, Post Office, T-Bone 2 and the Village website on the Thursday prior to the meeting. The next meeting will be on **July 8, 2024 at 7:00 PM**. Being no other business, adjournment was made by Wagoner at 8:20p.m.

Minutes recorded and submitted by: Marianna Evans (Clerk)