

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
JANUARY 18, 2022
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

--A COPY OF THE OPEN MEETINGS ACT IS AVAILABLE FOR PUBLIC INSPECTION--

--THE BOARD OF TRUSTEES RESERVES THE RIGHT TO GO INTO EXECUTIVE SESSION PER NRS 84-1410--

--PLEDGE OF ALLEGIANCE

1. Report from Fire & Rescue.
2. Discuss/possible action: Approve estimate from Langfeldt Overhead Door in the amount of \$3,345.00 plus transmitters for repairs and upgrades to the Eagle Fire & Rescue overhead doors.
3. Open Forum.
4. Discuss/possible action: Consider options for Street Mill & Overlay projects.
5. Discuss/possible action: Consider request to OPPD for street light installation at the intersection of 2nd Street & Hwy 34.
6. Discuss/possible action: Approve purchase of tires for the 2013 Chevy Silverado 3500 from Eagle Automotive in the amount of \$867.96.
7. Discuss/possible action: Approve purchase of Lenovo Idea Pad 3 Laptop for the Maintenance Department from The Electronic Repair Shop in the amount of \$708.00.
8. Discuss/possible action: Approve Curtis Klabenes attending a Wastewater Training Continuing Education Course in Wood River on February 23, 2022.
9. Report on Streets and Maintenance.
10. Report on Wells and Sewer.
11. Discuss/possible action: Consider proposals for video surveillance system installation.
12. Discuss/possible action: Update on Fiscal Year 2021 audit services.
13. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
14. Report from Committees and Boards.

The Agenda is readily available for inspection at the Village Clerk's Office located at 747 S. 2nd Street, Eagle, Nebraska during regular business hours.

Langfeldt Overhead Door
 13121 334TH STREET
 LOUISVILLE, NE 68037 US
 (402) 234-2700
 www.langfeldtdoorsne.com

Estimate 3804

ADDRESS

VILLAGE OF EAGLE
 727 S 1ST ST
 EAGLE, NE 68347

DATE
 01/14/2022

TOTAL
\$3,345.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	OPENER	2	1,290.00	2,580.00
	MODEL T-50 12' ONE TRANSMITTER EACH			
	PARTS	1	300.00	300.00
	EXTERIOR ANTENNAS FOR 3-12' OPENERS			
	LABOR	1	305.00	305.00
	PARTS	1	65.00	65.00
	1-11'x4" 2" VERTICAL TRACK (R,H)			
	LABOR	1	95.00	95.00
	TRANSMITTER	1	0.00	0.00
	* \$40.00 EACH			

Need to decide how many are needed

TOTAL

\$3,345.00

THANK YOU.

Accepted By

Accepted Date

Eagle Automotive LLC

420 south 5th
 PO Box 293
 Eagle, Ne 68347-0293
 402-781-2520

Invoice

Number: **9660**
 Date: **January 05, 2022**

Bill To:

Village of Eagle
 PO Box 130
 Eagle, Ne 68347
 402-781-2748

Ship To:

Village of Eagle
 PO Box 130
 Eagle, Ne 68347
 402-781-2748

Year	Make	Model	Odometer	Engine	License
2013	Chevy	Silverado 3500	N/A	6.6DSL	N/A

Item#	Description	Quantity	Price	Tax 1	Tax 2	Amount
LT235/80R17	Tire	4.00	189.99	✓		759.96
Labor	Mount and ballance tire.	4.00	22.00			88.00
Disposal	Tire Disposal	4.00	5.00			20.00

Sub-Total **\$867.96**

State Tax 6.50% on 759.96 ~~49.40~~

CC fee 2.00% on 0.00 0.00

Total **\$917.36**

Exempt

We are not responsible for loss or damage to vehicles or articles left in vehicles due to theft, fire or any other cause.

Signature _____

Check#/credit card _____

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$917.36	\$0.00	\$0.00	\$0.00	\$917.36

The Electronic Repair Shop

INVOICE

824 S. 4th. Street
Eagle, NE 68347

(402) 310-6653


SOLD TO:

Village of Eagle
540 C Street
Eagle, NE 68347
402-781-2748

SHIPPED TO:

Village of Eagle
727 S. 2nd Street
Eagle, NE 68347
ATTN Nick Nystrom
Sales Tax Rate: EXEMPT

INVOICE NUMBER	1102022001
INVOICE DATE	January 11, 2022
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Chris
SHIPPED VIA	
F.O.B.	Eagle, NE
PREPAID or COLLECT	COLL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2022 Newest Lenovo IdeaPad 3 Laptop, 15.6" FHD Display, Intel Dual-Core Processor, Intel UHD Graphics, 8GB RAM, 256GB PCIe SSD, Fingerprint Reader, Webcam, HDMI, Bluetooth 5.0, Grey, Windows 11	\$599.00	\$599.00
1	Office 2019 Home and Business ** Needs to be renewed every year SPEC's: Intel Pentium Gold 7505 3.5GHz Dual-Core Processor 15.6" FHD (1920x1080) LCD 220nits Anti-glare Display Windows 11 Home, 64-bit, English Network Ethernet and WIFI, 11ac, 2x2 + BT5.0	\$109.00	\$109.00
		SUBTOTAL	\$708.00
		TAX	
		FREIGHT	
			\$708.00
DIRECT ALL INQUIRIES TO: Chris LeFrois (402) 310-6653 email: chrislefrois@gmail.com			MAKE ALL CHECKS PAYABLE TO: The Electronic Repair Shop 824 S. 4th. Street PO Box 129 Eagle, NE 68347-0129
			PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!



Proposal: **New Verkada Video Surveillance System**

Prepared for:
Village of Eagle

Prepared by:
Justin Peppard

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
KIDQ16168
1/7/2022

New Verkada Video Surveillance System

Project Scope:

Kidwell will provide and install a new video surveillance system for the Village of Eagle.

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

Engineering:

New Video Surveillance System.

Kidwell will provide and install the equipment listed below.

- o (18) 1 year camera license.
- o (5) 5MP fixed lens indoor dome camera w/IR.
- o (2) 5MP fixed lens outdoor dome camera w/IR.
- o (1) 5MP zoom lens indoor dome camera w/IR.
- o (5) 5MP zoom lens outdoor dome camera w/IR.
- o (5) 4K zoom lens outdoor dome camera w/IR.
- o (5) 8-port PoE+ Gig un-managed network switches.
- o (4) Cradlepoint semi-ruggedized IoT router.
- o (4) Outdoor rated directional cellular antenna.

All cameras include 30 days of video storage.

Kidwell will provide and install all required cabling.

A lift rental has been included in this proposal.

Owner to provide required electrical outlets at each building.

Option #1 - 3 Year Licensing.

- o (-18) 1 year camera licenses.
- o (18) 3 year camera licenses.

Items Not Included:

Server.
Patching or painting.
NEMA enclosure.
Sim card for Cradlepoint wireless devices.
ISP or cellular service for connection to Verkada cloud services.
Any 120V work.
Conduit or raceway, unless noted above.
Configurations to owners' network.
PC to view cameras. Cameras will be viewable via a web browser.
Warranty on any existing equipment.
Network connection between buildings.

Additional 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.

Proposal includes video surveillance coverage at Sewer Treatment, Village Office, Park RR, Pool, and Well House.

Kidwell is assuming that cellular coverage signal strength at each of these locations is adequate for the Verkada cameras to operate as expected.

Verkada cameras carry a 10-year product warranty.
Kidwell includes a 1 Year installation warranty.

Camera Connectivity requirements:

- o Ethernet: 10/100Mbps RJ-45 cable connector for Network/PoE connection.

Camera Operating Specs:

- o Indoor - Power: 11W (IEEE 802.3af PoE) Temperature: -10°C - 50°C (14°F - 122°F) Humidity: 90%
- o Outdoor - Power: 12W (IEEE 802.3af PoE) ; Extended Temperature Range: 20W (IEEE 802.3at PoE) Temperature: -20°C - 50°C / -4°F - 122°F, PoE 802.3af ; -40°C - 50°C / -40°F - 122°F, PoE 802.3at Humidity: 90%

Proposal does not include any cabinets or shelves for equipment.

Important Contact Information:

Kidwell Support: dispatch@kidwellinc.com - 402.473.7788

Base Bid:

\$39,044.00

Hardware

- 5.00 Verkada CD41 Indoor, 5MP, Fixed Lens
- 2.00 Verkada CD41 Outdoor, 5MP, Fixed Lens
- 1.00 Verkada CD51 Indoor, 5MP, Zoom Lens
- 5.00 Verkada CD51 Outdoor, 5MP, Zoom Lens
- 5.00 Verkada CD62 Outdoor, 4K, Zoom Lens
- 11.00 Verkada Arm Mount Kit
- 11.00 Verkada Pendant Cap Mount Kit
- 5.00 8-Port Gigabit Greenet PoE+ Switch
- 4.00 Cradlepoint NetCloud Essentials for IoT Routers - subscription license (3 y
- 4.00 Multiband 5G Panel Antenna| 9dBi, Outdoor, 5m / SMA
- 4.00 38" Universal Antenna Mount

Software

- 18.00 Verkada 1 Year License

Services & Other Totals

System Design	Included
Project Management	Included
Shipping	Included
System Installation	Not Included
Lift Rental	Included

Quote Valid 10 Days from Proposal Date



Serving
Nebraska
Since 1948

Option #1 - Three-Year License Upgrade:

\$4,428.00

Software

-18.00 Verkada 1 Year License
18.00 Verkada 3 Year License

Services & Other Totals

System Installation

Included

Quote Valid 10 Days from Proposal Date



Serving
Nebraska
Since 1948

Proposal Summary

Base Bid: **\$39,044.00**

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

Option #1 - Three-Year License Upgrade: **\$4,428.00**

- 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:** 1/7/2022

Customer Signature: _____ **Date:** _____

LINCOLN

3333 Folkways Circle
Lincoln, NE 68504
Tel 402.475.9151

OMAHA

7050 S 110th St
La Vista, NE 68128
Tel 402.333.2333

KEARNEY

414 East 6th Street
Kearney, NE 68847
Tel 308.233.5111

Quote Valid 10 Days from Proposal Date



Serving
Nebraska
Since 1948



Additional Notes & Payment Terms

Notes:

- 1) No sales tax has been included for material and labor in this proposal.
- 2) If you are a Tax-Exempt Organization; No material will be purchased prior to Kidwell receiving a valid Nebraska Form 13 and or 17.
- 3) All other required taxes will be charged and added to the proposal price on invoicing.
- 4) Proposal does not include any patching, painting, or repair of any surface.
- 5) Proposal assumes all work can be completed during normal business hours (M-F, 7am-5pm) unless otherwise agreed upon.
- 6) Proposal assumes project phases (if any) will be performed in succession & will not require Kidwell to leave the job site between phases.
- 7) Proposal does not include any ceiling removal or replacement.
- 8) Proposal does not include infectious control procedures.
- 9) Proposal assumes all cabling to be ran free-aired in accessible ceiling.
- 10) Proposal assumes walls can be fished down.
- 11) Proposal does not include any warranty on owner supplied material or equipment.
- 12) Proposal does not include any discovery allowances.
- 13) The following items are not included in this proposal unless otherwise stated above:
 - a. Fees from the local power, cable and telephone companies.
 - b. Plywood backboards and any backing materials of any kind.
 - c. Disposal of any hazardous waste, including lamps and ballasts.
 - d. Restoration of any vegetation.
 - e. Repair of lawn irrigation systems.
- 14) Kidwell Inc. will pay for required electrical permit fees only.
- 15) Troubleshooting/Fixing spyware/virus infected PCs/Servers not included.
- 16) Troubleshooting ISP/Telco Lines not included.
- 17) No additional hardware or software included in this proposal unless listed above.
- 18) All hardware/software will be installed in accordance to the manufacturer's specifications.
- 19) Diagnosing existing hardware/software problems not included.
- 20) Kidwell will work with owner and/or software/hardware provider on T&M basis per owner's request.
- 21) All Microsoft software will be installed using Microsoft Best Practices.
- 22) Kidwell will warrant the installation per the scope for up to one year from date of acceptance.
- 23) Modifications made by the customer to the original installation will void Kidwell's warranty.
- 24) Any custom configurations are outside the scope of this project.
- 25) Service calls more than three hours from nearest Kidwell office will incur travel charges.

Payment Terms:

- 1) Payment to be made as follows: MONTHLY
- 2) Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.
- 3) Note: This proposal may be withdrawn by Kidwell, Inc. if not accepted within ten days.
- 4) Credit cards will not be accepted as payment on this proposal.



Terms & Conditions

Fees. All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid. Credit cards will not be accepted as payment on this proposal.

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.

Disclaimer of Warranties. Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

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 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 breach of warranty or 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. 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 at its sole and exclusive option, 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 or consequential damages of the other. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence 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 venture, 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 law 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, acts of government, including, but not limited to, government or court orders 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 thereof.

Customer Initial: _____

KIDQ16168



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: _____

The Electronic Repair Shop

QUOTE

824 S. 4th. Street
Eagle, NE 68347

(402) 310-6653

SOLD TO:

Village of Eagle
747 1st. Street
PO Box 130
Eagle, NE 68347
402-781-2748

SHIPPED TO:

Same

QUOTE NUMBER	1122022001
QUOTE DATE	January 14, 2022
INVOICE NUMBER	
INVOICE DATE	
TERMS	Net 30
SALES REP	Chris
SHIPPED VIA	
F.O.B.	Eagle, NE
PREPAID or COLLECT	COLL

Sales Tax Rate:

EXEMPT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Computer Server with Avigilon Software installed 12TB Storage and Win 10 Pro.	\$4,800.00	\$4,800.00
1	Installation and configuration of system	\$1,285.00	\$1,285.00
25	Enterprise Licenses (\$ 225.00 - each camera) One time cost	\$225.00	\$5,625.00
1	Install Radio Link from Fire Station Antenna to Water Tower to Pool	\$1,450.00	\$1,450.00
3	Upgrage Pool Cameras (3 cameras)	\$125.00	\$375.00
3	Upgrage Cameras at Restrooms	\$155.00	\$465.00
2	Upgrade Waste Treatment Plant Cameras	\$125.00	\$250.00
1	Camera - Upgrades Labor	\$1,250.00	\$1,250.00
1	PARK - 2 Cameras (Power box and wireless switch)	\$2,500.00	\$2,500.00
** \$8000.00 - Deposit to order Parts Needed to start		SUBTOTAL	\$18,000.00
VILLAGE of EAGLE - Avigilon Camera System and upgrades-PLUS PARK INSTALL		TAX	
		FREIGHT	

\$18,000.00

PAY THIS
AMOUNT

DIRECT ALL INQUIRIES TO:

Chris LeFrois
(402) 310-6653
email: chrislefrois@gmail.com

MAKE ALL CHECKS PAYABLE TO:

The Electronic Repair Shop
Attn: Chris LeFrois
PO Box 129
Eagle, NE 68347-0129

THANK YOU FOR YOUR BUSINESS!

VILLAGE OF EAGLE

January 4, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on January 4, 2022 with Surman, Meier, Moore, Weyers and Caylor 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 Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Open Forum – Moore said the Eagle Park & Recreation Commission will be meeting tomorrow night (January 5, 2022) at 6:00 p.m. at the Eagle Municipal Office. Surman said a comment was made on social media during the last snow event that the Village of Eagle doesn't really care if sidewalks are shoveled or not; he would like to express to everyone that the Village of Eagle does care and sidewalks in residential areas must be cleared within 12 hours after the cessation of a snowfall. Surman said failure to clear sidewalks of snow may result in the Village proceeding to do so and billing the adjacent property owner for the work performed.

Motion by Moore, second by Weyers, to appropriate 15% of funds from the 2022 Highway Allocation dollars into the Street and Sidewalk Repairs Savings Account. Voting: Ayes – Caylor, Meier, Weyers, Moore. Nays – Surman. Motion carried.

Motion by Moore, second by Weyers, to approve the purchase of Nuke Lift Station Degreaser from Mid-American Research Chemical in the amount of \$3,082.50. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 15,039.37, Board Wages 1,000.00, ABC Termite & Pest Control 119.00, All Road Barricades 386.30, Allied Benefit Systems 3,537.56, Amazon Marketplace 206.45, American Exchange Bank 750.00, Black Hills Energy 585.76, Bobcat of Omaha 3,850.00, Bound Tree Medical 3,500.32, Buel Trucking 1,875.60, Capital Business Systems 504.31, Casey's 436.99, Cass Co. Economic Dev Council 2,000.00, Cass Co. Sheriff's Dept 3,145.21, CC Contracting 805.00, Christiansen Tree Srvc 1,815.00, Constellation Energy 410.80, Dunrite Homes 1,810.00, Eagle Automotive 837.63, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 3,811.64, Google LLC 120.00, Hestermann, Rick 954.35, HOA Solutions

1,155.00, Hwang, River 300.00, Iowa Pump Works 4,065.27, John Hancock Investments 351.15, Klabenes, Curtis 62.28, Kreikemeier, Bruce & Julie 132.24, Langfeldt Overhead Door 152.00, Malware-Bytes 42.19, Manley, Dan 250.00, Matheson Tri-Gas 387.41, McKesson Medical 191.19, Menards-South 496.61, Municipal Supply of Omaha 397.22, NE Dept of Rev 3,199.79, NE Generator 700.00, NE Public Health Env Lab 534.00, Norland Pure 36.00, Taira Nystrom 450.00, One Call Concepts 23.08, One Source Background Checks 19.00, OPPD 3,906.72, Powertech 985.00, Quick Med Claims 354.21, Rock Creek Refuse 600.00, Safeguard Business Systems 691.63, Schemmer 1,190.00, School District 145 30.00, Southeast Area Clerks Assn 20.00, Stryker Medical 4,214.09, Titan Machinery 286.22, UNO Marketplace 223.00, UNUM 654.27, US Postmaster 208.94, USA Bluebook 9.75, Verizon Wireless 574.63, Voice News 124.14, Windstream 631.01. Total of bills: **\$76,641.33.**

Approved Park Claims: Black Hills Energy 32.76, OPPD 91.09. Total of bills: **\$123.85.**

Motion by Moore, second by Weyers, to approve a conditional offer of employment to Bryce Belt for the Full-time Maintenance position at a rate of \$17.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:13 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

January 4, 2022

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Report from Law Enforcement – Sergeant Sommer reported 5 citations, 16 warnings and 34 calls for service during the month of December. Sommer said law enforcement is aware and prepared to begin enforcement of the new off-road vehicle (ATV, UTV, Golf Car) ordinance that went into effect at the beginning of the year.

Report from Building & Zoning Administrator – Hestermann reported 1 new building permit, 2 certificates of occupancy and 15 inspections during the month of December. There are 20 total open permits to date. Hestermann said the updated Zoning Map is 90% completed and is being preliminarily reviewed by the Village Clerk. Surman inquired as to when the steering committee will see additional zoning regulation material to review. Hestermann said he is currently working through the zoning districts which will be available for review in the coming weeks. Meier asked if there are any updates to the building permit issued at 707 South 5th Street. Hestermann said the permit was modified to include additional work but he has no formal update. Meier said he has concerns with the large hole on the property where someone could fall and get hurt. Caylor asked if the small tree at the same property was ever moved out of the right-of-way. Nystrom said no; the property owner argued that the tree had been at the same location for a number of years and he had no intention of relocating it.

Open Forum – Moore said the Eagle Park & Recreation Commission will be meeting tomorrow night (January 5, 2022) at 6:00 p.m. at the Eagle Municipal Office. Surman said a comment was made on social media during the last snow event that the Village of Eagle doesn't really care if sidewalks are shoveled or not; he would like to express to everyone that the Village of Eagle does care and sidewalks in residential areas must be cleared within 12 hours after the cessation of a snowfall. Surman said failure to clear sidewalks of snow may result in the Village proceeding to do so and billing the adjacent property owner for the work performed.

Discuss/possible action: Consider creation of Municipal Ordinance pertaining to Mobile Food Vendors – Surman said this agenda item was tabled at the last meeting until the Village Attorney was present to answer questions from the Village Board.

The Village Board was provided with a copy of the Village of Bennet's ordinance regarding mobile food vendors after receiving a copy of the City of Wahoo and the City of Broken Bow's at the last meeting. Surman said it was mentioned at the last meeting that the Village of Elmwood allows mobile food vendors, and it was determined by calling the municipal office that they do indeed; the mobile food vendors in Elmwood monetarily contribute to the community's recreational programs although the village does not have a formal ordinance pertaining to these types of vendors. Surman said if the Village Board decides to proceed with allowing mobile food vendors he would recommend they be located on public property, but not located within the confines of the property grounds of the Eagle Municipal Facility. Surman said if mobile food vendors are allowed to utilize the property grounds of the Eagle Municipal Facility it will open the door for other groups to request its use. Freeman-Caddy said other groups could definitely use the argument that they should be granted the ability to use the same space as the mobile food vendors; however, the Village Board could specifically state, for example, that only permitted mobile food vendors are allowed to incorporate the space during a specific time period and/or date(s). Freeman-Caddy said if public property is a requirement for mobile food vendors there are some liability issues and she would recommend a lot of thought go into the precise location to try to avoid potential damages, injury or hazards; for instance, the Eagle Municipal Facility grounds already house the recycling containers which is additional traffic flow that would need to be taken into consideration. Moore asked how the consideration of allowing mobile food vendors came to fruition. Nystrom said a couple members of the public expressed interest in the subject and felt the Village Board should consider adopting an ordinance governing this specific type of vendor. Weyers said when mobile food vendors were parked outside of the bar in the past they were quite successful; the primary issue at this location is it was downtown where traffic and parking is already a challenge. Freeman-Caddy said she would recommend the Village Board decide if this is something they wish to have year-round or if it is more beneficial seasonally, such as during the summer months. Surman asked how the vendors will be policed if they don't bother following the adopted procedures. Freeman-Caddy said penalties for non-compliance would need to be established similarly to those that obtain an Itinerant Sales Permit to sale good door-to-door. Moore said when he spoke with an individual who owns a food truck he balked at the idea of having to jump through additional hoops when they are already licensed and permitted for food sales in the City of Lincoln. Caylor asked what kind of assurance the Village could obtain from the vendors to deter leaving behind a mess (grease, waste, garbage, etc.). Freeman-Caddy said the simplest method would be to require a deposit but this would likely be met with complaints that the various fees would not be worth operating in Eagle. Surman said he is not in favor of any organization that takes away business from the local companies that pay property tax in the community. Moore and Meier volunteered to form a committee to study the desire of the community and to research the governance of allowing mobile food vendors to operate in Eagle. Agenda item tabled until a future board meeting. No action taken.

Discuss/possible action: Appropriate funds from 2022 Highway Allocation dollars into the Street and Sidewalk Repairs Savings Account – Surman asked if the funds in this account are strictly for sidewalks, which is how the money has been used in the past, or if it can also be used for street repairs. Nystrom said the funds in this account can be used for any street or sidewalk related expenses at the discretion of the Village Board. Surman said there was a significant amount of money spent out of this account for ADA sidewalk ramp installations a few years ago but nothing additional has been utilized since. Moore asked how much has been appropriated into the savings account in the past. Nystrom said historically the amount has been 15% of what is received from Highway Allocation dollars; the account currently sits at approximately \$110,000.

Motion by Moore, second by Weyers, to appropriate 15% of funds from the 2022 Highway Allocation dollars into the Street and Sidewalk Repairs Savings Account. Voting: Ayes – Caylor, Meier, Weyers, Moore. Nays – Surman. Motion carried.

Discuss/possible action: Approve purchase of Nuke Lift Station Degreaser from Mid-American Research Chemical – Surman said the unit price for each 5 gallon container is \$342.50; Klabenes is requesting a total of 9 units which would be a total cost of \$3,082.50. The price of each unit will be increasing to \$398.50 per pail beginning January 10, 2022. Klabenes said there is a lot of grease build-up in the lift stations and he has seen this product be successful in the past at combating this issue; the alternative would be to hire a contractor to physically remove the grease with a pump truck and dispose of the waste. Klabenes said he would encourage having the lift stations pumped out at least once per year regardless when Johnson Service Company is in town jetting and vacuuming the wastewater mains. Caylor asked if the 9 units of degreaser will be a sufficient amount for the entire year. Klabenes said he anticipates a total of 6 pails of degreaser per year, per lift station, for a total of 18 pails.

Motion by Moore, second by Weyers, to approve the purchase of Nuke Lift Station Degreaser from Mid-American Research Chemical in the amount of \$3,082.50. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 15,039.37, Board Wages 1,000.00, ABC Termite & Pest Control 119.00, All Road Barricades 386.30, Allied Benefit Systems 3,537.56, Amazon Marketplace 206.45, American Exchange Bank 750.00, Black Hills Energy 585.76, Bobcat of Omaha 3,850.00, Bound Tree Medical 3,500.32, Buel Trucking 1,875.60, Capital Business Systems 504.31, Casey's 436.99, Cass Co. Economic Dev Council 2,000.00, Cass Co. Sheriff's Dept 3,145.21, CC Contracting 805.00,

Christiansen Tree Svc 1,815.00, Constellation Energy 410.80, Dunrite Homes 1,810.00, Eagle Automotive 837.63, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 3,811.64, Google LLC 120.00, Hestermann, Rick 954.35, HOA Solutions 1,155.00, Hwang, River 300.00, Iowa Pump Works 4,065.27, John Hancock Investments 351.15, Klabenes, Curtis 62.28, Kreikemeier, Bruce & Julie 132.24, Langfeldt Overhead Door 152.00, Malware-Bytes 42.19, Manley, Dan 250.00, Matheson Tri-Gas 387.41, McKesson Medical 191.19, Menards-South 496.61, Municipal Supply of Omaha 397.22, NE Dept of Rev 3,199.79, NE Generator 700.00, NE Public Health Env Lab 534.00, Norland Pure 36.00, Taira Nystrom 450.00, One Call Concepts 23.08, One Source Background Checks 19.00, OPPD 3,906.72, Powertech 985.00, Quick Med Claims 354.21, Rock Creek Refuse 600.00, Safeguard Business Systems 691.63, Schemmer 1,190.00, School District 145 30.00, Southeast Area Clerks Assn 20.00, Stryker Medical 4,214.09, Titan Machinery 286.22, UNO Marketplace 223.00, UNUM 654.27, US Postmaster 208.94, USA Bluebook 9.75, Verizon Wireless 574.63, Voice News 124.14, Windstream 631.01. Total of bills: **\$76,641.33.**

Approved Park Claims: Black Hills Energy 32.76, OPPD 91.09. Total of bills: **\$123.85.**

Report from Attorney – Freeman-Caddy said she is in the process of creating updated ordinance pages for the code books and digital pages for the website. The focus in the next few weeks will be on reviewing the updated zoning ordinance revisions that were prepared by the steering committee. Freeman-Caddy said the annual registration in the U.S. Government's System for Award Management (SAM) was completed for Eagle Facilities & Grounds Association (EFGA). Surman said Midwest Environmental Service (MES), on behalf of Eagle Lake, still owes for legal and engineering fees from the sanitary sewer reviews conducted last year. Freeman-Caddy recommended an invoice be sent to MES in an attempt to collect payment. Caylor said it appears the commercial building at 509 S. 4th Street is being used for residential purposes once again and asked if anything else can be done to combat this issue. Freeman-Caddy said it would need to be proven that someone is residing inside the structure and someone would need to testify in court that this is happening.

Report from Clerk/Treasurer – Nystrom said off-road vehicle licensing began on January 3, 2022 and there have been three registrations thus far. Fiscal Year 2021 audit documents are ready and the office is still awaiting a response from the Village Accountant's office. Nystrom said he and Surman have both attempted to make contact with the Village Accountant and have not received a response; the first attempted contact was made in early November. Freeman-Caddy said auditing firms have been overwhelmed lately but she would suggest perhaps sending a certified letter inquiring as to what their status is. Surman said he would be willing to drive to York in an attempt to meet with the Village Accountant in person as well. The Village Board generally agreed to allow Surman the option to travel to York, and if he is unsuccessful, a certified letter may be sent from the Village office. Nystrom said he successfully completed his 8 hours of required Treasurer APA-approved courses for 2021; both Nystrom and Klabenes successfully met their continuing education

requirements to renew their Grade IV Water Operator licenses as well. Klabenes is finishing up his required Grade II Sewer Operator continuing education requirements which are due in April. Nystrom provided the Village Board with a document from the League of Nebraska Municipalities (LONM) discussing the primary differences between a Village and City of the Second Class for proper public informational purposes. Moore asked if the Village can provide this type of general information to the public on its website for educational purposes. Freeman-Caddy said yes; the Village Board is not allowed to tell the public how to vote but can provide educational material. Freeman-Caddy said one thing she keeps hearing is it is going to cost more money to become a city and she feels this is just a public assumption; the fact is the amount of money a Mayor and city council is paid is determined by the existing Village Board; currently, for example, the City of Yutan, which is a similarly sized community, pays its Mayor \$3,000 and its city council members \$2,000 annually. Freeman-Caddy said this is very similar to Eagle which pays its Village Board and Chairperson \$100 per attended meeting and there are at least two meetings per month, sometimes more; this would equate to a \$2,400 annual salary if there are only two meetings each month. Freeman-Caddy said the reason a Mayor is typically paid more is because they have more responsibility and are truly the governmental administrator. Nystrom said the office is working on compiling a comprehensive list of water and sewer documents for the Village Engineer ahead of the January 26, 2022 engineering workshop. Nystrom said a property owner in town has asked about possibly purchasing a portion of the Village's outstanding street bond debts as a tax donation and asked if this is even possible. Freeman-Caddy said it would be simpler for the property owner to issue a donation check to the Village which would be tax deductible; she would recommend discussing a direct payment to the bond holder with the Village Accountant to determine if that method is a legitimate option. Nystrom said the total monthly income ending December 31, 2021 was \$76,710.99.

Discuss/possible action: Hiring for the Full-time Maintenance position – Bryce Belt was present as the applicant for the Full-time Maintenance position. Moore said he and Nystrom conducted a phone interview with Belt and not a lot had changed since the last time he applied for a position; the position itself was modified, however, as to state that there is no longer a requirement to obtain a Water or Sewer Operator's License within a specific time period. Moore said on behalf of the Human Resources Committee, he would recommend a conditional offer of employment to Belt at a rate of \$17.00 per hour. Nystrom said he has already scheduled a post-offer physical and drug screen for tomorrow in the event Belt is offered the position. Surman said the ceiling for the position with no licenses is \$19.00 per hour. Caylor asked if this position will eventually require licensing to assist Klabenes in the water and sewer departments. Moore said not at this time; however, the employee could definitely look at pursuing these licenses in the future.

Motion by Moore, second by Weyers, to approve a conditional offer of employment to Bryce Belt for the Full-time Maintenance position at a rate of \$17.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:13 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 January 4, 2022 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson