

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
OCTOBER 6, 2020
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--

1. Report from Law Enforcement.
2. Discuss/possible action: Safety and traffic concerns and consideration of options for traffic control devices.
3. Report from Building & Zoning Administrator.
4. Open Forum.
5. Discussion: Update on water main shut off procedures on F Street from September 21, 2020.
6. Discuss/possible action: Resolution 2020-09 – Conveyance of real property at 540 C Street by method of public auction.
7. Discuss/possible action: Approve Certificate of Payment No. 2 to Bauer Underground in the amount of \$61,043.66 for the Eagle F Street Paving Improvements Project.
8. Discuss/possible action: Approve Master Agreement Work Order No. 5 with Olsson for Eagle Pool Slide Site Planning.
9. Discuss/possible action: Approve Master Agreement Work Order No. 6 with Olsson for Casey's Public Improvements Construction Services.
10. Discuss/possible action: Approve exchange of current Bobcat S595 for a new Bobcat S595 from Bobcat of Omaha in the amount of \$3,850.00.
11. Discuss/possible action: Consider estimates from Christiansen Tree Service to remove trees north of the WWTP fence line.
12. Discuss/possible action: Approve purchase of Hach DO Probe for WWTP in the amount of \$5,768.00.
13. Discuss/possible action: Approve Commonwealth Electric's bid to re-feed the office panel from the generator panel at Fire & Rescue in the amount of \$985.00.
14. Discuss/possible action: Consider estimates for culvert installation and sidewalk replacement at 245 South 4th Street.
15. Discuss/possible action: Approve Village of Eagle depository.
16. Discuss/possible action: Approve or deny minutes as typed for the previous meetings.

17. Discuss/possible action: Approve claims.
18. Report from Attorney.
19. Report from Clerk/Treasurer.
20. Discuss/possible action: Maintenance Personnel – FMLA Leave/Employment Status.

The Agenda is readily available for inspection at the Village Clerk's Office located at 727 S. 1st Street, Eagle, Nebraska during regular business hours.



Speed Bumps

\$55.00 - \$119.00

- Black with painted Yellow stripes
- Control speeds in parking lots and pedestrian traffic zones
- Effective in reducing speeds to 5 - 10 mph
- Durable recycled rubber construction - will not warp, crack or decay
- Painted yellow stripes and embedded reflectors for added visibility
- Dimensions: 2.5" (H) x 12" (W)

Size ☐ 4' ☐ 6' ☐ 6' with 1.25" Channels

RESOLUTION NO. 2020-09

(CONVEYANCE OF REAL PROPERTY HAVING A VALUE GREATER THAN \$5,000.00 Neb. Rev. Stat. §17-503)

WHEREAS, the Village of Eagle, Cass County, Nebraska, is the owner of the following described real property, to wit:

Lots 7 -9, Block 5, Village of Eagle Cass County, Nebraska, also known as 540 C Street , Eagle, Nebraska, and

WHEREAS, the Village of Eagle, Nebraska does not have a present need to retain ownership of the above described real property, and,

WHEREAS, the Board of Trustees of the Village of Eagle, Nebraska, has determined that the fair market value of the above real property may be greater than \$5,000.00,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE NEBRASKA, AS FOLLOWS:

1. That the findings set forth above shall be incorporated herein.

2. The method and terms of sale shall be:

Public auction conducted by the Village Clerk, set for the ____ day of _____, 2020 at ____ o'clock ____ .m. located at 540 C Street, Eagle Nebraska. The Village reserves the right to reject all bids. Bidders may make arrangements with the Clerk's office to inspect the property prior to sale. All bidders should make themselves aware of all local, state and federal laws regarding demolition and/or moving of the structure prior to sale. Terms as follows:

A. Buyer shall agree to demolish all structures from the property and remove all associated debris no more than 60 days after closing.

B. 100% percent of bid shall be paid in cash or certified funds payable to Bromm, Lindahl, Freeman-Caddy & Lausterer Trust Account at the clerk's office by the close of business on the day of sale. A purchase agreement shall be executed setting forth all parameters and conditions of sale, a draft copy of which is attached hereto.

C. An additional deposit of \$ _____ shall be made in cash or certified funds or a performance bond in the same amount, as bond to ensure required demolition and debris removal by the date set forth above. Said deposit or posting of bond shall be made at closing. In the event it is not or closing does not take place, the property may be offered under the same terms to the next highest bidder.

D. The buyer shall pay all costs associated with obtaining a title insurance policy and to the above-described real property. The parties shall share in the closing and document preparation costs.

E. The sale is as-is, with no warranties as to the conditions of the real property. Buyer shall satisfy itself of all concerns and conduct any necessary

inspections prior to sale.

3. That the Clerk shall publish a Notice of the proposed sale of the above-described real property and the terms thereof, once each week, for three (3) consecutive weeks, in the Voice News, a legal newspaper of general circulation in the Village of Eagle, Nebraska, after the passage of this Resolution and shall also post said notice in three public places within the Village.

PASSED AND APPROVED this _____ day of _____, 2020.

VILLAGE OF EAGLE, NEBRASKA

By: _____
Travis Moore, Its Chairman

ATTEST:

Nick Nystrom, Its Clerk

(SEAL)

AGREEMENT FOR SALE OF REAL PROPERTY

This Agreement for Sale of Real Property, hereinafter called Agreement, is made this ____ day of _____, 2020 by and between Village of Eagle, a Nebraska municipal corporation, hereinafter called Seller, and the _____, whose address and phone number are: _____, hereinafter called Buyer.

1. Sale. Seller agrees to sell and convey and Buyer agrees to purchase the, upon the terms and conditions set forth in this Agreement, the following-described real estate, hereinafter called Property, to wit:

West 74 feet of Lots 7, 8 and 9, Block 5, Original Town, Eagle, Cass County,
Nebraska, also known at 540 C Street, Eagle, Nebraska

This property is not in use as residential property.

2. Consideration. In consideration of \$_____ and other conditions as set forth below. Payment shall be made payable to the Bromm, Lindahl, Freeman-Caddy & Lausterer Trust Account upon execution of this agreement, to be held until closing. In the event closing does not take place because of a failure of the Seller, said funds shall be returned to Buyer. In the event Buyer fails to close, the amount of \$500 shall be retained as liquidated damages to the Seller and the remaining funds shall be returned to the Buyer.

3. Conditions. Buyer shall demolish all structures on the property and remove all debris within 60 days of closing on this transaction, to the satisfaction of the Seller. This provision shall survive closing.

4. Demolition Deposit. A deposit of \$_____ in cash or certified funds made payable to the Bromm, Lindahl, Freeman-Caddy & Lausterer Trust account to hold in escrow, or performance bond ensuring the demolition and debris removal in the same amount shall be paid (funds deposit) presented (bond) in favor of the Seller, at closing and held until successful demolition of all structures on the premises sold at which time the funds shall be released to the Buyer. In the event demolition is not completed within 60 days of closing of this transaction, the Seller shall have permission to enter the premises and demolish all structures and remove debris from the premises. Any unused funds shall be released to buyer or the bond released. In the event the cost to the Seller exceeds the amount on deposit or the bond paid out to the Village, said remaining balance shall be invoiced to the Buyer and if not paid within 60 days of invoice, an assessment lien shall be placed on the subject property. The conditions and parameters set forth herein shall survive closing.

5. Title Conditions. Seller shall convey and Buyer agrees to accept Property subject to (in addition to any other encumbrances or restrictions specifically described in the Agreement, if any):

subdivision and amendments and additions thereto, in effect at the date of closing.

b. Any statement of facts an accurate survey may show.

c. Covenants, agreements, easements and restrictions now or hereafter recorded against or affecting Property.

6. Evidence of Title. Within ten (10) days of the date of this Agreement, the Seller shall deliver to Buyer evidence of title to Property in the following form: A binder or title report from a reputable title insurance company agreeing to issue a title insurance policy in the amount of the Purchase Price insuring the title of the Buyer to Property, excepting only the items specified in Paragraph 3 and such reasonable conditions and exceptions normally contained in title insurance policies.

If the title is deemed to be defective, Buyer shall notify Seller, within five (5) days after receipt of the binder or title report, and Seller shall have a reasonable time thereafter in which to cure the title, and the date of closing shall be advanced accordingly. It is agreed that any title binder from any title insurance company acceptable to Buyer shall be conclusive evidence of good or marketable title as therein shown as to all matters insured or approved thereby.

7. Taxes. There are no taxes that are currently due and those thereafter shall be the responsibility of the Buyer.

8. Brokerage. The parties agree that no broker brought about this transaction and further agrees that in the event any broker or agent claims to be entitled to any fee, it is Seller's responsibility to defend and hold Buyer harmless therefrom at Seller's own expense.

9. Survival of Covenants. No representations, warranties or agreements of the Seller shall survive the closing unless specifically stated in this Agreement.

10. Seller's Default. If Seller shall be unable to convey at the date of closing as stated in this Agreement, the Buyer shall have all funds deposited returned to the Buyer.

11. Buyer's Default. If the Buyer shall default under this Agreement, other than for the contingencies contained herein, Seller shall have the right to retain up to \$500.00 of the funds paid at execution of the agreement and return any excess to the Buyer, if any.

12. Seller's Covenants. Seller represents, warrants and covenants with Buyer, successors and assigns, (which representations, warranties and covenants shall survive the closing regardless of what investigation or investigations Buyer shall make prior to closing) as follows: No work, labor, service or materials have been furnished or performed to or at Property that has not been paid in full, or will not be paid in full at or prior to the date of closing. .

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13. Expenses. The expenses of this transaction shall be paid, or credit given in lieu thereof, as follows:

- a. The cost of the title insurance policy for Property for the Purchase Price required by this Agreement shall be paid by Buyer;
- b. Seller shall pay for any filing fees of any documents to make title to Property marketable, if required;
- c. Buyer shall pay the cost of recording the Deed to Property;
- d. Buyer and Seller shall pay the fees to prepare the following documents and for closing and escrow fees, to wit:
 - (1) Agreement;
 - (2) Settlement Statement;
 - (3) Warranty Deed;
 - (4) IRS Form 1099-S;
 - (5) Escrow agreement for demolition deposit;
 - (6) Any other necessary paperwork required as a result of the title requirements.

14. Title. It is understood and agreed that Buyer shall take title to the Property as follows: _____

15. Date and Place of Closing. Closing shall be held on or before twenty (20) days following the execution of this agreement at the law offices of Bromm, Lindahl, Freeman-Caddy & Lausterer in Eagle, Nebraska, or at a date and/or location otherwise agreed to by the parties. The Buyer understands the law office represents the Village of Eagle, Nebraska and agrees to allow said firm to prepare documents and conduct the closing and escrow of funds for this transaction.

16. Complete Contract. This Agreement constitutes the entire understandings of the parties, and any prior representations are merged herein.

17. Time of the Essence. Time shall be of the essence in complying with the terms, conditions and covenants of this Agreement.

18. Oral Modification. This Agreement may not be changed or terminated orally.

19. Waiver. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

21. Consent. It is understood that where this Agreement requires the written consent of either Seller or Buyer, such consent shall not be unreasonably withheld.

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22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

23. Headings. The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or emply the terms and conditions thereof.

24. Counterparts. This Agreement shall be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

VILLAGE OF EAGLE, a Nebraska
Municipal Corporation.

_____, Chair, Seller _____, Buyer

STATE OF NEBRASKA)
COUNTY OF CASS) ss

The foregoing Agreement for Sale of Real Property was acknowledged before me this _____ day of _____, 2020, by _____, Chair of the Village of Eagle, Nebraska, Seller.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss

The foregoing Agreement for Sale of Real Property was acknowledged before me this _____ day of _____, 2020, by _____ Buyer.

Notary Public

CERTIFICATE OF PAYMENT: 2

Date of Issuance: September 30, 2020

Project: Eagle F Street Paving Improvements

olsson

Project No.: 019-1414

Contractor: Bauer Underground, Inc.

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: BAUER UNDERGROUND, INC.		

Value of Work Completed This Request: \$ 95,092.39

Original Contract Cost: \$ 135,148.00

Approved Change Orders:

No. 1

No. 2

No. 3

Total Contract Cost: \$ 135,148.00

Value of completed work and materials stored to date	\$ 95,092.39
Less retainage percentage 10%	\$ 9,509.24
Net amount due including this estimate	\$ 85,583.15
Less: Estimates previously approved:	

No. 1 \$24,539.49

No. 3

No. 5

No. 2

No. 4

No. 6

Total Previous Estimates: \$24,539.49

NET AMOUNT DUE THIS ESTIMATE: \$ 61,043.66

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: Village of Eagle
Bauer Underground, Inc
Project File

OLSSON

By: 

Contractor's Application for Payment No. 2			
Application Period: September Progress		Application Date: 9/30/2020	
To: Eagle, Nebraska	From: Bauer Underground	Via (Engineer): Olson	
Project: Village of Eagle F Street Paving and Drainage Improvements, 2019	Contract: Village of Eagle F Street Paving and Drainage Improvements, 2019		
Owner's Contract No.:	Contractor's Project No.: CJ20-1617	Engineer's Project No.: 019-1414	

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE \$ \$135,148.00
			2. Net change by Change Orders \$ \$
			3. Current Contract Price (Line 1 + 2) \$ \$135,148.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimate) \$ \$95,092.39
			5. RETAINAGE:
			a. 10% X \$95,092.39 Work Completed \$ \$9,509.24
			b. X \$ Stored Material \$ \$9,509.24
			c. Total Retainage (Line 5.a + Line 5.b) \$ \$9,509.24
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ \$85,548.15
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$26,539.49
			8. AMOUNT DUE THIS APPLICATION \$ \$61,043.66
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column 6 total on Progress Estimate + Line 5.c above) \$ \$49,564.85
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification
The undersigned Contractor certifies, to the best of his knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment due and clear of all liens, security interest, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Address	
Contractor Signature: <i>JP Adam</i>	Date: 9/30/2020

Payment of: \$ (line 8 or other - attach explanation of the other amount)

is recommended by: Olson (Date)

Payment of: \$ (line 8 or other - attach explanation of the other amount)

is approved by: Eagle, Nebraska (Date)

Approved by: \$ Funding or Financing Entry (if applicable) (Date)

Progress Estimate

Contractor's Application

For (Contract): Village of Eagle F Street Paving and Drainage Improvements, 2019										
Application Period: September Program										
Application Number 2										
Application Date: September 30, 2020										
A										
Bid Item No.	Item Description	Contract Information			B Total Value Item (\$)	C Estimated Quantity Installed	D Value of Work Installed to Date	E Materials Presently Stored (not in C)	F Total Compensed and Stored to Date (D + E)	G Balance to Finish (F - E)
		Item Quantity	Units	Unit Price						
Group A										
10	Mobilization/De-mobilization	1	LS	\$10,000.00	\$10,000.00	0.75	\$7,500.00		\$7,500.00	\$2,500.00
20	Traffic Control	1	LS	\$3,900.00	\$3,900.00	0.75	\$2,925.00		\$2,925.00	\$975.00
30	General Site Clearing	1	LS	\$1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100%
40	Remove Tree Stump	2	EA	\$800.00	\$1,600.00	2	\$1,600.00		\$1,600.00	100%
50	Remove Asphalt Pavement	890	SY	\$5.00	\$4,450.00	890	\$4,450.00		\$4,450.00	100%
60	Remove 6-inch Concrete Pavement w/ Curb	40	SY	\$15.50	\$620.00	40	\$620.00		\$620.00	100%
70	Remove Concrete Sidewalk	1203	SF	\$1.00	\$1,203.00	1203	\$1,203.00		\$1,203.00	100%
80	PCC Pavement 6 inch	1005	SY	\$53.00	\$53,265.00	938.33	\$49,731.49		\$49,731.49	93%
90	PCC Driveway Approach	81	SY	\$50.00	\$4,050.00	81	\$4,050.00		\$4,050.00	100%
100	Concrete Roll Curb	22	LF	\$35.00	\$770.00	22	\$770.00		\$770.00	100%
110	Combination Curb & Gutter	100	LF	\$27.00	\$2,700.00	100	\$2,700.00		\$2,700.00	100%
120	Concrete Sidewalk 4-inch	2442	SF	\$7.50	\$18,315.00	1850	\$13,875.00		\$13,875.00	76%
130	Aggregate Roadway Surfacing	15	TN	\$45.00	\$675.00					
140	Adjust Manhole to Grade	1	EA	\$460.00	\$460.00	1	\$460.00		\$460.00	100%
150	18-inch HDPE Storm Sewer Pipe	128	LF	\$65.00	\$8,320.00	61.66	\$4,007.90		\$4,007.90	48%
160	15-inch HDPE Storm Sewer Pipe	28	LF	\$90.00	\$2,520.00					
170	12-inch HDPE Storm Sewer Pipe	5	LF	\$100.00	\$500.00					
180	48-inch Storm Sewer Manhole	1	EA	\$4,500.00	\$4,500.00					
190	Cast-in-Place Concrete Curb Inlet	2	EA	\$4,800.00	\$9,600.00					
200	12-inch Drain Basin	1	EA	\$3,500.00	\$3,500.00					
210	Seeding & Erosion Control	1	LS	\$3,000.00	\$3,000.00					
Totals					\$135,148.00		\$95,092.39		\$95,092.39	70.4%
									\$40,055.61	

Eagle F Street Paving Improvements

Sponsor: Village of Eagle

Date: September 30, 2020

OA Project No.: 019-1414

Invoice No.: 2

Contractor: Bauer Underground, Inc.

Item No.	Item Description	Contract Quantities	Unit	Estimated Quantities To Date	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	0.75	\$ 10,000.00	\$ 7,500.00
2	Traffic Control	1	LS	0.75	\$ 3,900.00	\$ 2,925.00
3	General Site Clearing	1	LS	1.00	\$ 1,200.00	\$ 1,200.00
4	Remove Tree Stump	2.0	EA	2.00	\$ 800.00	\$ 1,600.00
5	Remove Asphalt Pavement	890	SY	890.00	\$ 5.00	\$ 4,450.00
6	Remove 6-inch Concrete Pavement w/ Curb	40	SY	40.00	\$ 15.50	\$ 620.00
7	Remove Concrete Sidewalk	1,203	SF	1,203.00	\$ 1.00	\$ 1,203.00
8	PCC Pavement 6 Inch	1,005	SY	938.33	\$ 53.00	\$ 49,731.49
9	PCC Driveway Approach	81	SY	81.00	\$ 50.00	\$ 4,050.00
10	Concrete Roll Curb	22	LF	22.00	\$ 35.00	\$ 770.00
11	Combination Curb & Gutter	100	LF	100.00	\$ 27.00	\$ 2,700.00
12	Concrete Sidewalk 4-inch	2,442	SF	1,850.00	\$ 7.50	\$ 13,875.00
13	Aggregate Roadway Surfacing	15	TN		\$ 45.00	\$ -
14	Adjust Manhole to Grade	1	EA	1.00	\$ 460.00	\$ 460.00
15	18-Inch HDPE Storm Sewer Pipe	128	LF	61.66	\$ 65.00	\$ 4,007.90
16	15-Inch HDPE Storm Sewer Pipe	28	LF		\$ 90.00	\$ -
17	12-Inch HDPE Storm Sewer Pipe	5	LF		\$ 100.00	\$ -
18	48-Inch Storm Sewer Manhole	1	EA		\$ 4,500.00	\$ -
19	Cast-In-Place Concrete Curb Inlet	2	EA		\$ 4,800.00	\$ -
20	12-Inch Drain Basin	1	EA		\$ 3,500.00	\$ -
21	Seeding & Erosion Control	1	LS		\$ 3,000.00	\$ -

Grand Total	\$ 95,092.39
Less 10% Retained	\$ 9,509.24
Less Previous Estimates	\$ 24,539.49
Total Due Contractor	\$ 61,043.66

MASTER AGREEMENT WORK ORDER NO. 5

This exhibit dated September 30, 2020 is hereby attached to and made a part of the Master Agreement for Professional Services dated November 13, 2019 between Village of Eagle ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Eagle Public Pool, Eagle, NE

Project Description: Pool Slide Site Plans

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Site Visit and Product Research (\$1,250)

Olsson shall obtain and review the product information from the manufacturer and submit the slide placement certification form on the Client's behalf.

Olsson shall conduct a site visit to verify the proposed slide location will meet the manufacturer's requirements and state permit requirements.

Civil Construction Documents (\$3,500)

Olsson shall prepare a base site drawing and construction plans for the project. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Plans shall include the following:

- **Site Plan (Horizontal Control Plan):** Shall include:
 - Areas of pavement removal and replacement.
 - Placement of slide and required landing areas for the slide and the diving board.
 - Cross section of pool and slide, showing required depths and clearances.
 - Water line from pool supply line to slide.
- **Construction Details:** Shall include miscellaneous construction details required to construct the Project.
- **Construction Specifications:** Shall include construction specifications required to construct the Project.

NDEE Pool Construction Permit (\$750)

Olsson shall submit for and obtain a construction permit from the Nebraska Dept. of Environment and Energy (NDEE).

Exclusions

- Structural Design
- Bidding Services
- Boundary surveys or legal descriptions.
- Geotechnical Analysis
- Environmental Reviews and Permitting
- Construction Administration and Observation
- Materials Testing

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 1, 2020
Anticipated Completion Date: December 31, 2020

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Five Thousand Five Hundred dollars (\$5,500). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be the Village Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 

By 

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

VILLAGE OF EAGLE

By _____
Signature

Print Name _____

Title _____

Dated: _____

MASTER AGREEMENT WORK ORDER NO. 6

This exhibit dated September 30, 2020 is hereby attached to and made a part of the Master Agreement for Professional Services dated November 13, 2019 between Village of Eagle ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Casey's, Eagle, NE

Project Description: Casey's Public Improvements Construction Services

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Construction Progress Site Visits (\$900)

Olsson shall conduct up to three (3) site visits to observe and document the progress of construction activities.

Review of Construction Testing and Inspection Reports (\$1,500)

Olsson shall review testing and inspection reports to be submitted by the contractor, which shall include the following:

- Concrete Pavement
 - Subgrade proofrolling observation report.
 - Subgrade density and moisture test.
 - Air test.
 - Slump test.
 - Amount of water added on-site.
 - 7 and 28 day break results.
- Storm Sewer
 - Backfill compaction tests for pipes and structures.

Final Punchlist Inspection (\$600)

Olsson shall perform a final punchlist inspection and provide a written summary of any corrective items required for final approval of the project.

Exclusions

- Design Services
- Construction Administration
- Materials Testing and Inspections

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 1, 2020
Anticipated Completion Date: December 31, 2020

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed Three Thousand Dollars (\$3,000)


TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be the Village Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 

By 

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

VILLAGE OF EAGLE

By _____
Signature

Print Name _____

Title _____

Dated: _____

Christiansen Tree Service Inc

604 B Road
Eagle, NE 68347
Phone: 402-430-4644

Phone # 402-430-4644

Estimate

Date	Estimate #
11/22/2019	027649

Name / Address
Village of Eagle Sewage Plant Eagle, NE 68347

			Project
Description	Qty	Rate	Total
.Roger's Perfume Plant (Sewage Plant) Tree removal of (10) Cottonwood/Willows North of fence We will cut to the stump. Drop Only. Customer will haul away all debris left from tree removal. ***Customer will need to roll fence back. If Christiansen Tree Service cleans up all debris left from tree removal, the price would be <u>\$5150.00</u> .*** We are a fully insured family owned and operated business. We carry liability insurance to cover your property. We also carry Worker's Comp insurance on all of our employees. This ensures if an unforeseen accident occurs on your property you will not be held liable as the home owner. ***If there are no changes to the surroundings/yard (fences installed, new landscaping, etc), the estimate price is good from 1 year of the date on the estimate*** ***If you decide to use Christiansen Tree Service for your tree work. Please reply to the e-mail and we will reply with the week we are scheduling.***		2,150.00	2,150.00
		0.00	0.00
		Total	\$2,150.00

P.O. BOX 24304
OMAHA, NE 68124

HTM SALES INC.

FED ID 47-0708758

PH: (402) 935-0300
(800) 444-1625
FAX: (402) 935-0301

14753KQ-2

QUOTATION

Sep 8, 2020

TO:

City of Eagle - Village
Box 130
Eagle NE 68347-0130

PHONE 1-402-781-2748

FAX 1-402-781-2775

Re:

Nick Nystrom email = Nick@eaglene.gov

Qty	Part #	Description	Price	Extension
1	9020000-SC200	Hach DO Probe Current Model Unit, Hach DO Probe with Luminescent Dissolved Oxygen Technology, with mounting conversion adapter and SC200 Controller with 2 channels.		
1	Freight	UPS to Destination		
1		Lump Sum For Above	5,768.00	5,768.00

Terms: Net 30 days, 1.5% surcharge on all past due accounts
Taxes Not Included

Notes: Estimated delivery time is 1-5 weeks. FOB Origin Freight Included.
Thanks, Kevin McGill
HTM Sales Inc

ACCEPTED BY _____



Commonwealth Electric Company of the Midwest

5321 North 70th Street | Lincoln, NE 68507 | (402) 474-1341

October 1, 2020

To: Nick
nick@eaglene.gov
Village of Eagle
Eagle, Ne

RE: Refeed office panel from generator panel.

Gentlemen:

We hereby submit specifications and estimates for the above-mentioned project.

Clarifications

1. This proposal includes:
 - A. Disconnect existing panel from its current feed.
 - B. Reconnect office panel to generator backed up panel.
 - C. Conduit, wire and misc. electrical material to complete the work.
2. This proposal does not include:
 - A. Roof penetrations or repairs.
 - B. Installation or modification of the following systems; Fire Alarm, Communications, Temperature Controls, Security, Nurse Call, Sound Systems.
 - C. Restoration of excavated areas beyond initial compaction including; seeding, sodding, watering or replacement of vegetation damaged or removed.
3. Our proposal is based on a normal 8 hour per day, 40 hour per week work schedule. We have included no provisions for shift work or overtime.
4. Our proposal does not include any acceleration costs to recover for delays not caused by Commonwealth Electric Company of the Midwest.
5. This scope letter must be made part of our contract.

Committed to Excellence | Customers, Employees, Character, Mastery

Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix | Tucson

6. Our proposal will remain firm for a period of thirty (30) days from the date of this document, at which time we reserve the right to re-evaluate for possible adjustment(s) in pricing.
7. Based on the above clarifications, we offer the following firm lump sum pricing for the above-mentioned electrical work.

Base Bid	<u>\$985.00</u>
Alternate	<u>N/A</u>

We appreciate the opportunity to provide you with our proposal on this project. Your consideration of our firm for completing the electrical work is valued and appreciated. Please do not hesitate to contact us should you have any questions regarding our proposal.

Sincerely,



Alan Pendleton
Assistant Service Manager - Lincoln
Commonwealth Electric Company
5321 N 70th Street
Lincoln, NE 68507
402-474-1341
apendleton@commonwealthelectric.com
www.commonwealthelectric.com

Accepted by – Name & Title

Signature

Date

Committed to Excellence | Customers, Employees, Character, Mastery

Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix | Tucson

Lincoln, NE 68516

Invoice

Invoice # Estimate

Date: 9/25/20

Bill To: Village of Eagle

For:

[illegible]

Please make checks payable to Bock Concrete

THANK YOU FOR YOUR BUSINESS!

total will be 1,600 if pipe is provided

Gabel Construction

7425 s 134 th street
Walton, NE 68461 US
+1 4024401857
gabelconstruction20@gmail.com

Estimate**ADDRESS**

village of eagle
727 s 1st
eagle ne 68347

ESTIMATE #

1301

DATE

09/28/2020

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Sidewalk cut out and replace 4th and c st eagle with two mobilizations			1,500.00
	Sales	Dirt to back fill around 2 ton			200.00
		TOTAL			\$1,700.00

Accepted By

Accepted Date

VILLAGE OF EAGLE

September 15, 2020

The Village Board of Trustees met in special session at 7:00 p.m. on September 15, 2020 with Moore, Meier, Schukei, Surman and Weyers 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 Moore named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park.

Chairperson Moore opened the public hearing at 7:00 p.m. for the purpose of hearing testimony concerning the 2020-2021 Budget. Moore asked if there were any comments or questions from the public. There were no questions or comments from the board or public.

The public hearing was closed at 7:01 p.m.

Chairperson Moore opened the public hearing at 7:02 p.m. for the purpose of hearing testimony concerning setting the final tax request. Moore asked if there were any comments or questions from the public. There were no questions or comments from the board or public.

The public hearing was closed at 7:03 p.m.

Chairperson Moore opened the public hearing at 7:04 p.m. for the purpose of hearing testimony concerning a Preliminary Plat for two tracts of land located in part of Tax Lot 20 and Tax Lot 21 in the NE¼ of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska. Moore asked if there were any comments or questions from the public. Frank Umland (901 202nd St.) asked if Lot #1, the original farmstead, could be modified on the current Preliminary Plat to include 10 acres instead of the 5.06 acres as designed; the primary reason behind this request is the new property owners wish to have livestock in the future. Nystrom said the minutes from the Planning Commission meeting on September 9, 2020 indicate that a new Preliminary Plat would need to be filed in order to increase the number of acres at Lot #1.

The public hearing was closed at 7:05 p.m.

Chairperson Moore opened the public hearing at 7:06 p.m. for the purpose of hearing testimony concerning a zoning change and amendment of the Eagle Zoning Map from AG (Agricultural) to RE (Residential Estates) for two tracts of land located in part of Tax Lot 20 and Tax Lot 21 in the NE¼ of Section 19, Township 10 North, Range 9

East of the 6th P.M., Cass County, Nebraska. Moore asked if there were any comments or questions from the public. Robert Davis (1101 N 202nd St.) asked what the difference is between the Preliminary Plat and zoning change request on tonight's agenda. Moore explained that the Preliminary Plat is the first step in the subdivision process. The Preliminary Plat demonstrates the overall subdivision concept for a tract of land including the number of development parcels to be created. Moore said the zoning change request changes the use of a particular property or properties. Bill Umland (440 W 8th St, Palmyra, NE) asked if changing these two parcels to residential use would constitute "spot zoning". Moore said typically spot zoning is the process of singling out a small parcel of land for a use classification completely different from that of the surrounding area; this particular area already contains small residential acreages that abut 202nd Street. Surman added that the purpose of these public hearings tonight is once two administrative subdivisions have occurred on the original tract of land the requirement is a more formal development process. Davis said he was unaware of the rules regulating what can and cannot be done on private property located outside of the corporate limits of Eagle. Surman explained that the property in question tonight is within the Village of Eagle's extraterritorial jurisdiction and must follow the adopted zoning regulations. Davis said if that is the case he should be able to vote for who sits on the Village Board. Surman said that is not an option per Nebraska State Statute and Eagle Municipal Code. Frank Umland asked if there will be an issue at a later date to extend the property boundary lines of Lot #1 in order to get back to Agricultural zoning. Moore said no; this would, however, require a new Preliminary Plat and zoning change request.

The public hearing was closed at 7:29 p.m.

Motion by Surman, second by Meier, to introduce Resolution 2020-07. Voting: Ayes – 5. Motion carried.

Chairperson Moore read Resolution 2020-07 entitled:

RESOLUTION NO. 2020-07

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the Village of Eagle passes by a majority vote a resolution or ordinance setting the 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 2020-2021 property tax request be set at \$404,547.81.
2. The total assessed value of the property differs from last year's total assessed value by 13%.

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 \$.607787 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 \$.648695 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 exceed last year's by 16%.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

Motion by Surman, second by Schukei, to adopt Resolution 2020-07. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to approve a 1% increase in Restricted Funds. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve the 2020-2021 Budget. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Weyers, to approve a Preliminary Plat for two tracts of land located in part of Tax Lot 20 and Tax Lot 21 in the NE¼ of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Meier, to approve the zoning change and amendment of the Eagle Zoning Map from AG (Agricultural) to RE (Residential Estates) for two tracts of land located in part of Tax Lot 20 and Tax Lot 21 in the NE¼ of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Moore, to approve Certificate of Payment No. 1 to Bauer Underground in the amount of \$24,539.49 for the Eagle F Street Paving Improvements project. Voting: Ayes – Weyers, Meier, Surman, Moore. Nays – Schukei. Motion carried.

Motion by Moore, second by Surman, to approve Change Order No. 1 with Cather and Sons Construction in the amount of \$2,736.00 for the Applewood Drive and F Street Mill and Overlay Improvements project. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Schukei, to approve Certificate of Payment No. 1 to Cather and Sons Construction in the amount of \$84,130.67 for the Applewood Drive and F Street Mill and Overlay Improvements project. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to approve Graham Tire's bid for two new tires on the street sweeper in the amount of \$818.43. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 7:56 p.m.

Nick Nystrom
Village Clerk

Travis Moore
Chairperson

A true and complete copy of the above minutes is available at the Village Clerk's Office during regular business hours.

VILLAGE OF EAGLE

September 15, 2020

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Chairperson Moore opened the public hearing at 7:00 p.m. for the purpose of hearing testimony concerning the 2020-2021 Budget. Moore asked if there were any comments or questions from the public. There were no questions or comments from the board or public.

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Chairperson Moore read Resolution 2020-07 entitled:

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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:

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5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the Village of Eagle will exceed last year's by 16%.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

Motion by Surman, second by Schukei, to adopt Resolution 2020-07. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to approve a 1% increase in Restricted Funds. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve the 2020-2021 Budget. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Weyers, to approve a Preliminary Plat for two tracts of land located in part of Tax Lot 20 and Tax Lot 21 in the NE¼ of Section 19, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska. Voting: Ayes – 5. Motion carried.

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Discuss/possible action: Approve Certificate of Payment No. 1 to Bauer Underground in the amount of \$24,539.49 for the Eagle F Street Paving Improvements project – Schukei said he feels the Village Board should consider postponing payment because the project isn't progressing as indicated by the contractor; currently, only half of the street is complete and 6" of concrete surface is unacceptable to him. Moore said if the Village Board already approved the contract for 6" of concrete it isn't feasible to delay the project and make changes this late in the game. Schukei said he didn't see the contract and guarantees the street will be broken up within three years. Moore asked if there were any thoughts or comments from the Street Committee. Meier said he shares Schukei's concern with 6" concrete. Moore asked why nothing

was mentioned when the Village Board approved the contract. Surman said the biggest question is why the Village Engineer didn't feel 6" of concrete was an issue. Moore asked if Olsson mentioned any concerns with the depth of concrete. Surman said no. Moore said what the Village Board is entertaining tonight is to pay for the work that has already been completed. Schukei said the contractor initially said the street surface would be completed by Labor Day and it is still incomplete. Surman said technically the contractor has until November to complete the entire project. Moore said he doesn't feel there is much of a choice but to pay for the work that has already been completed.

Motion by Surman, second by Moore, to approve Certificate of Payment No. 1 to Bauer Underground in the amount of \$24,539.49 for the Eagle F Street Paving Improvements project. Voting: Ayes – Weyers, Meier, Surman, Moore. Nays – Schukei. Motion carried.

Discuss/possible action: Approve Change Order No. 1 with Cather and Sons Construction in the amount of \$2,736.00 for the Applewood Drive and F Street Mill and Overlay Improvements project – Surman discussed Change Order No. 1 which included additional asphalt milling (160 square yards), removing/replacing concrete curb (44 linear feet) and removing/replacing concrete sidewalk (48 square feet). Moore said he is impressed with the work by Cather and Sons Construction and he would like to see continued mill and overlay work on the streets in the future. Surman said he has only heard a couple of complaints; when the overfilled asphalt was removed from driveways it left a crack between the approach and driveway in some instances; it was explained to these residents that Village responsibility lies where the street surface ends.

Motion by Moore, second by Surman, to approve Change Order No. 1 with Cather and Sons Construction in the amount of \$2,736.00 for the Applewood Drive and F Street Mill and Overlay Improvements project. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Schukei, to approve Certificate of Payment No. 1 to Cather and Sons Construction in the amount of \$84,130.67 for the Applewood Drive and F Street Mill and Overlay Improvements project. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider bids for two new tires on the street sweeper – Two bids were received for new tires on the street sweeper; Bid 1 with Graham Tire in the amount of \$818.43 and Bid 2 with Mr. Tire in the amount of \$860.74. Surman said one of the rear tires blew out on the street sweeper while it was sitting in the shop over the weekend. Nystrom said both bids include onsite installation.

Motion by Moore, second by Meier, to approve Graham Tire's bid for two new tires on the street sweeper in the amount of \$818.43. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 7:56 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 September 15, 2020 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

Travis Moore
Chairperson

VILLAGE OF EAGLE

September 21, 2020

The Village Board of Trustees met in regular session at 7:00 p.m. on September 21, 2020 with Moore, Meier, Schukei, Surman and Weyers 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 Moore named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park.

Open Forum – Moore said there were a number of concerns raised about speeding and failure to obey traffic signs on social media over the weekend. The Sheriff's Department has been contacted and the plan is to have two deputies at the October 6, 2020 meeting to discuss these matters. Rick Thompson (705 S 3rd St.) asked for a timeline on the F Street Paving Improvements project and had questions about the ditches being filled in on the south side of the street without pipe being installed. Surman said pipe will not be installed in the area except on the corner where an inlet will catch water and divert it to the south; the rest of the water is designed to travel down the curb and gutter. Surman said the majority of the project is scheduled for completion by mid-November with a final deadline of mid-December. Weyers asked if it would be possible to have a representative from Casey's General Stores attend a meeting to provide a project update on the construction of the new store and related infrastructure improvements. Moore said he would encourage those with questions about the project to work directly with the Eagle Building Official whom has been working directly with the project coordinators and contractors. Eric Walkenhorst (140 E St.) inquired as to when 1st Street will be closed as part of the Casey's project due to the challenges it will present for school traffic. Surman said the new section of 2nd Street will be open prior to closing the small section of 1st Street which will help accommodate traffic in the area. Meier said a bush on the corner of 3rd & Highway 34 (840 S 3rd St.) is creating a visibility issue when watching for westbound traffic on the highway from the stop sign.

Motion by Moore, second by Meier, to approve Eagle Vision's request for a drive-in movie event on October 3, 2020. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Meier, to approve Syracuse Iron Work's proposal to install vertical I-beams for sludge load out system at the WWTP in the amount of \$1,860.28. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Schukei, to approve Stryker's four-year service renewal for the Lifepak 15 and Lucas device at Fire & Rescue in the total amount of \$8,115.80. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Schukei, to introduce Resolution 2020-08. Voting: Ayes – 5. Motion carried.

Chairperson Moore read Resolution 2020-08 entitled:

RESOLUTION 2020-08

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Village Board Chairperson of Village of Eagle is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Motion by Surman, second by Meier, to adopt Resolution 2020-08. Voting: Ayes – 5. Motion carried.

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

The meeting was adjourned at 8:40 p.m.

Nick Nystrom
Village Clerk

Travis Moore
Chairperson

A true and complete copy of the above minutes is available at the Village Clerk's Office during regular business hours.

VILLAGE OF EAGLE

September 21, 2020

The Village Board of Trustees met in regular session at 7:00 p.m. on September 21, 2020 with Moore, Meier, Schukei, Surman and Weyers 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 Moore named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park.

Report from Fire & Rescue – Josh Crook (Asst. Fire Chief) said there were 2 fire calls, 11 medical calls and 2 car accidents since the last report. The fire department performed a controlled house burn on September 12, 2020 at 145 South 5th Street. Surman asked if proper asbestos inspections occurred prior to the house burn. Crook said yes. Meier said the front line pumper is out of service and should return by the end of the week. Fire Awareness Day will look a little different this year due to the COVID-19 pandemic; the department will send goodie bags to the school along with a short video presentation for the classrooms. Meier said there will be no children allowed inside the fire station on Halloween this year; the plan is to have candy handed out at the door.

Open Forum – Moore said there were a number of concerns raised about speeding and failure to obey traffic signs on social media over the weekend. The Sheriff's Department has been contacted and the plan is to have two deputies at the October 6, 2020 meeting to discuss these matters. Rick Thompson (705 S 3rd St.) asked for a timeline on the F Street Paving Improvements project and had questions about the ditches being filled in on the south side of the street without pipe being installed. Surman said pipe will not be installed in the area except on the corner where an inlet will catch water and divert it to the south; the rest of the water is designed to travel down the curb and gutter. Surman said the majority of the project is scheduled for completion by mid-November with a final deadline of mid-December. Weyers asked if it would be possible to have a representative from Casey's General Stores attend a meeting to provide a project update on the construction of the new store and related infrastructure improvements. Moore said he would encourage those with questions about the project to work directly with the Eagle Building Official whom has been working directly with the project coordinators and contractors. Eric Walkenhorst (140 E St.) inquired as to when 1st Street will be closed as part of the Casey's project due to the challenges it will present for school traffic. Surman said the new section of 2nd Street will be open prior to closing the small section of 1st Street which will help accommodate traffic in the area. Meier said a bush on the corner of 3rd & Highway 34 (840 S 3rd St.) is creating a visibility issue when watching for westbound traffic on the highway from the stop sign.

Discussion: Updates on the Cass County Recycling Program and consideration of future recycling services – The Village Board received a letter dated September 10, 2020 from Keep Cass County Beautiful regarding the Cass County Recycling Program. The letter states that in an effort to make the program sustainable, available to all residents and manageable in the future, the Cass County Commissioners has agreed to pay 50% of recycling hauling costs up to a frequency of every two weeks for all communities in Cass County. The estimated county portion of fees would top out at approximately \$14,000 per year if all communities elected to participate. This plan assumes the utilization of a roll-off container from a third party contracted hauler instead of the current Dempster trailers that have been transported by city employees and volunteers. The roll-off container holds 25 cubic yards whereas the current recycling trailer holds 10 cubic yards of materials. The estimated annual cost to each community based on emptying the container every two weeks is \$1,440. As an alternative, if a community wishes to retain the Dempster trailer, the county will relinquish ownership and said community would be responsible for all hauling and tipping fees. Moore said another option the Village Board can consider is sending out a request for proposal (RFP) to look at what it would cost to contract for Village-wide trash and recycling services at each individual property in town. Surman said while future recycling options are being considered he would recommend returning the Dempster trailer to the county at this time; the purpose of the trailer has been abused far too often and it is used by more people than those that reside in Eagle. The Village Board agreed to return the Dempster trailer to Cass County. Moore and Weyers volunteered to work with Keep Cass County Beautiful and other representatives to consider options for future recycling services.

Discuss/possible action: Approve Eagle Vision's request for a drive-in movie event on October 3, 2020 – Terri Todd said Eagle Vision would like to have a similar drive-in movie event as to what was held this past July. The movie being shown would be "Casper". Todd asked if it would be possible to allow attendees to sit in socially distanced lawn chairs instead of vehicles now that some of the COVID-19 restrictions have been allowed to expire. The Village Board felt lawn chairs would be acceptable as long as they are appropriately socially distanced. Moore asked if there would be any new techniques in place to better accommodate parking. Todd said the number of attendees will be limited to 75 and vehicles will be better situated based on their size (i.e. trucks parked in the rear). Surman asked if an alternate date has been planned in the event of inclement weather. Todd said no; if this date does not work the event will be cancelled.

Motion by Moore, second by Meier, to approve Eagle Vision's request for a drive-in movie event on October 3, 2020. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve Christiansen Tree Service's estimate to remove trees north of the WWTP fence line in the amount of \$2,150.00 – Surman asked if these trees are what restrict the Scada system from properly operating. Schukei said yes; one of the larger cottonwood trees also creates a risk of damage to the WWTP office building and generator. Meier asked if the trees are on private property. Schukei said yes; however, the property owner is open to the idea of the trees being removed as long as the process doesn't interfere with harvesting his crops. Moore said the estimate tonight is to cut down the trees only and asked if it would be

worthwhile to get a bid to have the trees removed as well. Schukei said yes; he would also like to speak with the adjacent property owner again prior to moving forward with the project. Agenda item tabled until a future board meeting.

Discuss/possible action: Approve Syracuse Iron Work's proposal to install vertical I-beams for sludge load out system at the WWTP in the amount of \$1,860.28 – Schukei said the existing sludge load out system needs replaced or no sludge can be removed from the facility. The new system will include two 4" vertical I-beams placed in concrete with base plates and anchors.

Motion by Surman, second by Meier, to approve Syracuse Iron Work's proposal to install vertical I-beams for sludge load out system at the WWTP in the amount of \$1,860.28. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Schukei, to approve Stryker's four-year service renewal for the Lifepak 15 and Lucas device at Fire & Rescue in the total amount of \$8,115.80. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Schukei, to introduce Resolution 2020-08. Voting: Ayes – 5. Motion carried.

Chairperson Moore read Resolution 2020-08 entitled:

RESOLUTION 2020-08

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Village Board Chairperson of Village of Eagle is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Motion by Surman, second by Meier, to adopt Resolution 2020-08. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve Master Agreement Work Order No. 3 between the Village of Eagle and Olsson for General Engineering Consulting Services – Surman discussed concerns with both Master Agreement Work Order No. 3 and No. 4 in that the Village Engineer is not appointed until the annual reorganization meeting in December each year. Nystrom was directed to contact Olsson to relay the concerns with the Work Orders as presented. Agenda item tabled until a future board meeting.

Discuss/possible action: Approve Master Agreement Work Order No. 4 between the Village of Eagle and Olsson for Street Superintendent Services – Agenda item tabled until a future board meeting.

Discuss/possible action: Consider options for the purchase of a generator for the Eagle Municipal Building – The Village Board was presented with estimates for a new generator from Nebraska Generator Service, Husker Power Products, Cummins Sales and Service and HM Cragg. Surman asked if an estimate was available to install the generator into service. Moore said his understanding from speaking with the maintenance staff is installation bids have not been received at this time; also, the thought was to look at other options to determine if the size of generator being quoted is sufficient to the building's needs. Julie Kreikemeier (625 Douglas Cir.) asked why a generator is needed at the Eagle Municipal Building. Terry Caddy said currently the overhead doors cannot be opened during a power outage event. Kreikemeier asked what the price range is on the generators being considered tonight. Moore said the price range for the generator only is anywhere from \$12,000 to \$24,000; however, it is his understanding it may be more suitable to the building's needs to get a smaller generator than what has been presented tonight. Agenda item tabled until a future board meeting.

Report on Streets and Maintenance – Meier asked if the new tires were installed on the street sweeper. Curtis Klabenes said yes; the new water pumps were also installed on the street sweeper. Julie Kreikemeier (625 Douglas Cir.) asked if the plan is to sweep all of the streets prior to the end of the year. Meier said yes. Surman said at the last meeting it was indicated the new concrete on F Street (between 3rd & 4th Street) should have been 8" thick to match the thickness between 1st & 3rd Street; after further investigation, the Street Committee has no problem with the 6" minimum requirement for the latest project after identifying that it is indeed comparable in thickness to the area between 1st & 3rd Street. Schukei said that's fine but garbage trucks aren't getting any smaller. Surman said garbage trucks utilize all of the streets in town and as long as it's not inferior concrete they should hold up fine. Surman asked if there was an update on roof repairs at the Municipal Building. Nystrom said he has not heard from the contractor on this project. Surman asked if there was an update on the warranty fiberglass repairs at the pool. Moore said he will follow up with the contractor on this project. Surman said the Christmas bows and garland for the street light poles have been picked up and are on hand at the maintenance shop. Josh Lahmon (245 S 4th St.) asked when the culvert work adjacent to his property will begin as discussion has been held on this topic since June of 2018; at the August 7, 2018 meeting Meier and Schukei volunteered to do the work but needed an

increased budget; at the August 20, 2018 meeting the budget was increased and materials were purchased for the project; at the May 20, 2019 meeting Schukei said he was too busy for the project, however, Meier offered to complete the project with the help of maintenance personnel; eventually, a contractor (Bock Concrete) was hired and in June was told to hold off on the project. Surman said the contractor was not told to hold off on the project; instead he was told to submit a revised bid for the additional squares of concrete within the scope of the project. Lahmon said there is still a chunk of metal grate at the project location and asked when progress is going to be made. Surman said a different contractor may be necessary for the project. Lahmon said his point is it has been years since the project was initially discussed and nothing has happened; two board members even volunteered for the project to save the Village money and nothing became of it. Kreikemeier asked what checks and balances are in place to ensure that a property owner doesn't have to continue to request a project be completed in a timely manner. Surman said since the initial contractor failed to submit a revised bid it will be necessary to request a bid from a new source. Kreikemeier asked why that process hasn't already happened since discussion began two years ago. Surman said Lahmon was a member of the Village Board through part of 2020 as well. Lahmon said he brought up the situation multiple times at meetings as a member of the Village Board and was told if he was directly affected by a project he should distance himself from it; he feels the rest of the Village Board should have stepped up at that point in time and taken care of a known problem. Surman said he will contact Bock Concrete once again and if he doesn't receive a revised bid within one week he will reach out to a different contractor. Lahmon said on behalf of the resident residing at 625 F Street he would like to discuss the mill and overlay project on F Street; the patch of concrete poured next to the driveway has a large lip (1½" tall) that is not contoured to the curb. Surman asked if this is in reference to the 2" approach to the driveway which was poured after the street was originally overlayed; he discussed with the resident on the phone that the former property owners (Nielsen) had a sidewalk with a lip between 2"-3" high to get up on the sidewalk at the approach and it does not exist anymore; at some point, the approach was re-poured by the next property owner (Pfeiffer) but was left at the height of the current street which had a 2" overlay of asphalt on it; once the 2" overlay was removed during the latest project it became clear that the approach was poured too high. Lahmon asked if property owners were notified ahead of the project that if their driveways did not meet the new street elevation grade that they would need to redo their driveways. Surman said property owners were made aware they would drop down to the original grade so water could flow down the original curb and gutter. Lahmon said when a street is at a certain elevation, and a new driveway is poured, the driveway will be poured to the existing elevation; it is unreasonable for a property owner to assume a previous elevation from 20 years ago before the street was originally overlayed. Lahmon said he would assume the Village should have permit and inspection records for this particular driveway. Surman said he is unsure. Lahmon said if a project results in a change to a property owner's driveway the Village should have to correct the driveway in the scope of said project. Surman said if you look closely at the driveway in question you will notice that it failed due to improper compaction. Lahmon said this means the Village's inspection would have

failed or the manhole should have been lowered. Surman said this is something that would need to be addressed by the former Building Official (Firebaugh) who is no longer here. Lahmon said the employees were responsible for driveway approach inspections during this period of time. Surman asked if Lahmon was an employee when the driveway approach was installed. Lahmon said no. Kreikemeier asked if the current mill and overlay project is completed. Surman said yes, permitting all of the backfill along the curbs has been taken care of. Kreikemeier said the project seems unfinished in that asphalt has not been laid back to the curbs. Surman said the original curbs were brought back that existed 40 years ago. Kreikemeier asked if the Street Committee is satisfied with the work as finished as members of the community. Surman said the idea of the project was to get the 2" of drainage back along the curb line. Terri Todd (940 Applewood Dr.) said her street was also affected by the project and she is satisfied with the drainage being back along the curb. Meier said he would be in favor of crack sealing between the driveway and the street to prevent possible damage from moisture. Moore shared a photo from 625 F Street and said the west side of the driveway contains a newly poured section of curb which leaves an obstruction that may direct water back into the street and away from the gutter; his thought is this particular area needs to be corrected by the contractor prior to final approval of the project. Meier agreed. Surman said he will speak with the Village Engineer on this matter. Terry Caddy said the painting of parking stalls has been completed and curbs will be painted next.

Report on Wells and Sewer – Klabenes said he is in the process of learning the location of water valves while working on a couple of projects that involve shutting off service to multiple properties. Moore said today a section of F Street had its water shut off to work on a service line leak and asked who made the decision to turn off the water and why affected residents were not properly notified. Schukei said he was on scene but it wasn't his idea. Moore said the repair was not technically an emergency so he feels the residents should have received notification. Schukei said the contractor (Lovell Excavating) should be asked that question. Lahmon said the contractor can't legally turn the water mains on and off. Moore said there had to be direction from someone to turn the water off. Meier said he knew nothing of the water being shut off. Schukei said the work could only be completed if the water was shut off. Klabenes said the contractor needed the water shut off and he'll take the responsibility for doing so. Moore said the residents need to be notified in advance if it's not an emergency and the Water Committee should have been made aware of the circumstance. Lahmon asked if water flow in the area maintained 20 psi; was the hydrant flushed; was chlorination implemented; and was a water sample retrieved. Schukei said he feels water samples should be taken in the area. Moore asked why samples weren't taken prior to the system being restored. Schukei said he will take blame for the project if that is what he needs to do. Klabenes was directed to contact Tim Thares (DHHS) to advise him of the situation that occurred. Meier asked if hydrants were flushed at the conclusion of the project. Schukei said yes; water was also flowing from the hydrant during the entire project.

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

Report from Committees and Boards – Moore said the Park & Recreation Commission has a survey on the Eagle website for community input on park improvement project ideas; there are approximately 75 responses to date. Surman said the Human Resources Committee retrieved all Village-owned supplies from the employee that is on an extended medical leave of absence. Meier said the new benches for the pool have arrived.

The meeting was adjourned at 8:40 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 September 21, 2020 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

Travis Moore
Chairperson