

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
NOVEMBER 21, 2022  
EAGLE FIRE & RESCUE DEPARTMENT—705 S 1<sup>st</sup> Street  
7:00 P.M.

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

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

**--PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING** for the purpose of hearing testimony concerning a Petition for Annexation submitted by Joe Marvin Carr pertaining to a tract of land contiguous to the Eagle corporate limits and located in a portion of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  and a portion of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 29, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska containing  $\pm$  30.63 acres.

Open Public Hearing  
Public Comment  
Close Public Hearing

1. Discuss/possible action: Final reading of Ordinance 2022-06 – Approval of zoning change from AG (Agricultural) to HC (Highway Commercial), RS (Residential Suburban, and RU (Residential Urban) for Eagle Point Subdivision located in a portion of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  and a portion of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 29, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.
2. Discuss/possible action: Final reading of Ordinance 2022-07 – Annexation of Phase One of the Eagle Point Subdivision located in a portion of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  and a portion of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 29, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.
3. Report from Fire & Rescue.
  - a. Discuss/possible action: Consider options for the purchase of an IV Fluid Warmer for the Rescue Department.
  - b. Discuss/possible action: Approve a CPR Instructor Course at Fire & Rescue in the amount of \$1,520.00.
4. Discuss/possible action: Approve the purchase of an AED for the Eagle Pool in an amount not to exceed \$2,000.00.
5. Open Forum.
6. Discuss/possible action: Resolution 2022-07 – Signing of the Year-End Certification of City Street Superintendent 2022.
7. Discuss/possible action: Consider compensation for Rick Hestermann for Eagle Zoning Ordinance and Zoning Map revisions upon project completion.
8. Discuss/possible action: Consider proposal from Capital Business Systems for an early upgrade offer for the office copy machine.

9. Discuss/possible action: Consider proposal from Kidwell for additional Verkada security cameras at the Eagle Municipal Facility, Park, and Fire & Rescue Building.
10. Discuss/possible action: Approve invoice submitted by Pavers, Inc. for hot mix asphalt patching in the amount of \$14,880.00.
11. Discuss/possible action: Approve final invoice submitted by JCN Construction, LLC for sidewalk repairs and ADA accessible ramps adjacent to 510 South 5<sup>th</sup> Street in the amount of \$1,741.50.
12. Discuss/possible action: Consider estimate from Gabel Construction for the installation of a box inlet at 315 S. 4<sup>th</sup> Street in the amount of \$5,900.00.
13. Discuss/possible action: Consider bid proposal for water meters and radio transceivers from Core & Main in the amount of \$24,287.48.
14. Report on Streets and Maintenance.
15. Report on Wells and Sewer.
16. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
17. Report from Committees and Boards.
18. Discuss/possible action: Updates on the available Full-time Maintenance position.
19. Discuss/possible action: Annual employee evaluation for Nick Nystrom.

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

TO THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA:

Re: Request to Indefinitely Suspend Action

Dear Board Members:

The undersigned property owner and developer hereby request that the Village Board indefinitely suspend any further action on the Petition to Annex and the Application for a Change of Zoning for the real property described and shown on Exhibit "A", which is attached hereto and incorporated herein by this reference. The current economic and market conditions are not conducive to moving forward with the first phase annexation and zoning for the Eagle Point development at this time. We will be monitoring these conditions for positive changes and hope to be back in front of you in 2023.

Dated this 11<sup>th</sup> day of November, 2022.

*Joe Marvin Carr* dotloop verified  
11/10/22 9:29 PM CST  
49LQ-WNGR-XL1J-1GJ

JOE MARVIN CARR, Owner

*Ben Bleicher* dotloop verified  
11/10/22 9:33 PM CST  
PEOK-YKHO-6U1H-MXSY

BEN BLEICHER, Developer

**EXHIBIT "A"**

LEGAL DESCRIPTION  
OF  
FIRST PHASE PROPERTY

A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 29, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE, SOUTH, ALONG THE WEST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, ON AN ASSUMED BEARING OF SOUTH 03 DEGREES 07 MINUTES 58 SECONDS EAST A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34 AS REFERRED TO IN BOOK 9, PAGE 94, RECORDS OF CASS COUNTY, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 10 MINUTES 11 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,394.43 FEET TO A POINT ON THE WEST LINE OF LOT 1, EAGLE EYRIE ADDITION EXTENDED; THENCE SOUTH 02 DEGREES 55 MINUTES 13 SECONDS EAST, ALONG SAID LINE, AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 303.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 08 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, A DISTANCE OF 246.14 FEET TO THE SOUTHEAST CORNER OF 4TH STREET RIGHT OF WAY; THENCE SOUTH 02 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 85.68 FEET TO A POINT OF NON TANGENT CURVATURE, THENCE ALONG A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 43 DEGREES 01 MINUTES 01 SECONDS, AN ARC LENGTH OF 352.87 FEET, A CHORD BEARING OF SOUTH 75 DEGREES 49 MINUTES 59 SECONDS WEST, AND A CHORD DISTANCE OF 344.64 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 03 DEGREES 23 MINUTES 34 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 741.46 FEET TO A POINT ON SAID EAST LINE; THENCE ALONG A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 720.00 FEET, A DELTA ANGLE 36 DEGREES 00 MINUTES 45 SECONDS, AN ARC LENGTH OF 452.55 FEET, A CHORD BEARING OF NORTH 21 DEGREES 58 MINUTES 23 SECONDS WEST, A CHORD DISTANCE OF 445.13 FEET TO A POINT; THENCE SOUTH 50 DEGREES 01 MINUTES 14 SECONDS WEST, A DISTANCE OF 180.00 FEET, TO A POINT, THENCE ALONG A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 540.00 FEET, A DELTA ANGLE OF 02 DEGREES 02 MINUTES 42 SECONDS, AN ARC LENGTH OF 19.27 FEET, A CHORD BEARING OF NORTH 41 DEGREES 00 MINUTES 07 SECONDS WEST AND A CHORD DISTANCE OF 19.27 FEET TO A POINT; THENCE NORTH 42 DEGREES 01 MINUTES 28 SECONDS WEST, A DISTANCE OF

8.24 FEET TO A POINT; THENCE SOUTH 47 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 454.36 FEET TO A POINT; THENCE NORTH 42 DEGREES 01 MINUTES 28 SECONDS WEST, A DISTANCE OF 315.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 78.52 FEET TO A POINT; THENCE SOUTH 52 DEGREES 23 MINUTES 49 SECONDS WEST, A DISTANCE OF 53.84 FEET TO A POINT; THENCE SOUTH 63 DEGREES 42 MINUTES 53 SECONDS WEST, A DISTANCE OF 62.86 FEET TO A POINT; THENCE SOUTH 75 DEGREES 38 MINUTES 58 SECONDS WEST, A DISTANCE OF 59.82 FEET TO A POINT; THENCE SOUTH 85 DEGREES 43 MINUTES 45 SECONDS WEST, A DISTANCE OF 65.89 FEET TO A POINT; THENCE SOUTH 86 DEGREES 52 MINUTES 02 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 03 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 1,027.38 FEET TO THE POINT OF BEGINNING.

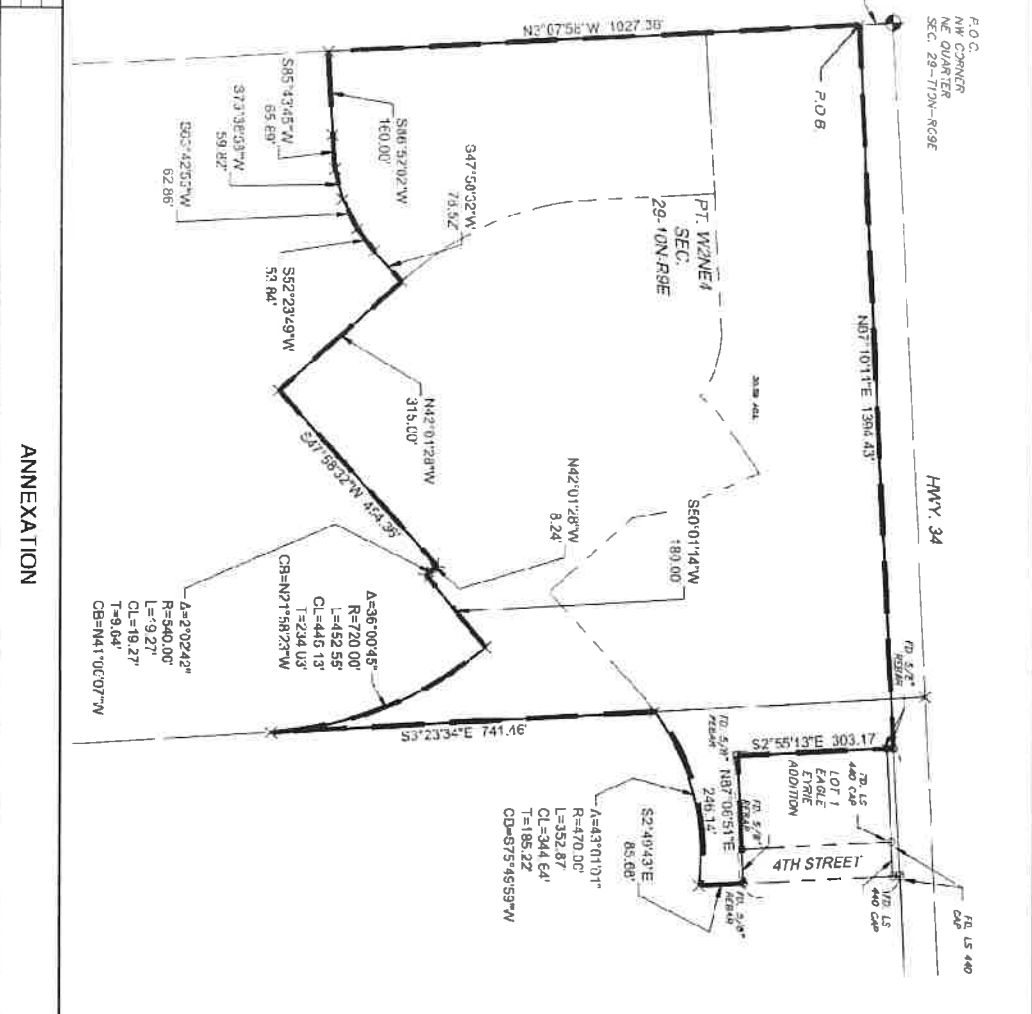
SAID TRACT CONTAINS A CALCULATED AREA OF 1,334,276.46 SQUARE FEET OR 30.63 ACRES, MORE OR LESS.

11/10/22

F:\2021\04501-05000\021-04571\40-DESIGN\SURVEY\SRVY\DESCRIPTION\ANNEX.DOCX

DWC: F:\2C21\04501-0500\021-04571\40-Design\Survey\SRVY\Xref\V\_COZ\_ANNEX\_021-04571.dwg USER: abrocker  
 DATE: Oct 10, 2022 11:20am XREFS: C\_PBASE\_02104571 V\_XLEGAL\_02104571 COZ Annexation Exhibit C\_PBNJY\_02104571

PROJECT NO. 02101571  
 DRAWN BY: ALB  
 DATE: 10/10/2022

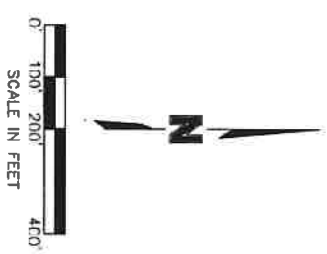


ANNEXATION



401 PLEASANT ST. 2ND FLOOR  
 LYONS, NEW JERSEY 07030  
 TEL: 908.775.7777

EXHIBIT  
 1



Product Name, Item #, Manufacturer #, or Keyword



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Cart total  
**\$0.00**

[Home](#) / [IV & Drug Delivery](#) / [IV Warmers](#) / IV Fluid Warmer With Soft Sack, 3 Liter



# Bound Tree

Your Partner in EMS

## IV Fluid Warmer with Soft Sack, 3 Liter

Manufacturer: SMITHWORKS MEDICAL, INC.



[View Product Videos and PDFs](#)

Your Price:

### Log in to see your price

List Price: \$819.99 EA

[View Ordering Options](#)



[View All Specs](#)

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2022.**

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2022**

Resolution No. 2022-07

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of Village of Eagle  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Abstained \_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)



**Do not recreate or revise this document.** Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2022.

### Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2022

*Separate forms may be needed to account for the entire year, see (3) below*

This Form Covers the Following Period: January 1, 2022 to December 31, 2022  
(Month) (Day) (Month) (Day)

\*(1)(a) The municipality of Eagle certifies that: Barbara J. Johnston  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: *(Check one box)*

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1732  
and Class of License B, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- 17432

(2) \_\_\_\_\_  
Signature of Mayor  Village Board Chairperson

\*(3) If during the calendar year your municipality (a) did not have a city street superintendent for any portion(s) of the year; or (b) had an appointed city street superintendent that was not licensed for any portion(s) of the year; or (c) had one or more appointed licensed city street superintendents for any portion(s) of the year; or (d) had two or more successive licensed superintendents for any portion of the year, please **complete** a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return by December 31, 2022, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2022 to:**

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

# Proposed Document Management Solution

Now that we have worked with you from the ground up to assess your current document management and printing system, here are a variety of effective document management and printing system solutions that are easy to implement, easy to maintain, and that **are just plain economically smart.**

## Equipment

Qty	Manufacturer / Model	Description
1	imageRUNNER ADVANCE DX C3830i	30 PPM Color Multifunction Printer
1	Cassette Feeding Unit-AW1	Two additional 500-sheet paper drawers for a total of Four 500-sheet paper drawers plus 100-sheet bypass
1	Stapler/Finisher	Internal Stapler/Finisher with "staple-free" feature

**63-Month Early Upgrade Offer (expires 12-31-22):** \$206.00 per month  
**Optional FAX Board:** \$ 11.50 per month

### Lease includes:

- 6000 b&w prints and 1500 color prints per quarter (b&w overages billed @ \$0.0039; color overages billed @ \$0.039 per print)
- Shipping & delivery
- Network integration
- Training

### COST COMPARISON:

Your current monthly lease payment: \$175.77 (includes 9000 b&w and 400 color/QTR)  
Your average b&w overage charges: \$ 0 (avg b&w usage is 6000/qtr)  
Your avg color overage charges: \$ 6.84 (100 color prints X \$0.0684 per print)  
**YOUR CURRENT AVG MONTHLY COST: \$182.61**

Proposed monthly lease payment: \$206.00 (includes 6000 b&w and 1500 color/QTR)  
Your average b&w overage charges: \$0  
Your avg color overage charges: \$0  
**PROPOSED AVG MONTHLY COST: \$206.00**

**TOTAL MONTHLY DIFFERENCE: \$23.39**

# Canon

ImageRUNNER  
ADVANCE DX  
C3835i/C3830i  
C3826i

## imageRUNNER ADVANCE DX C3800 Series

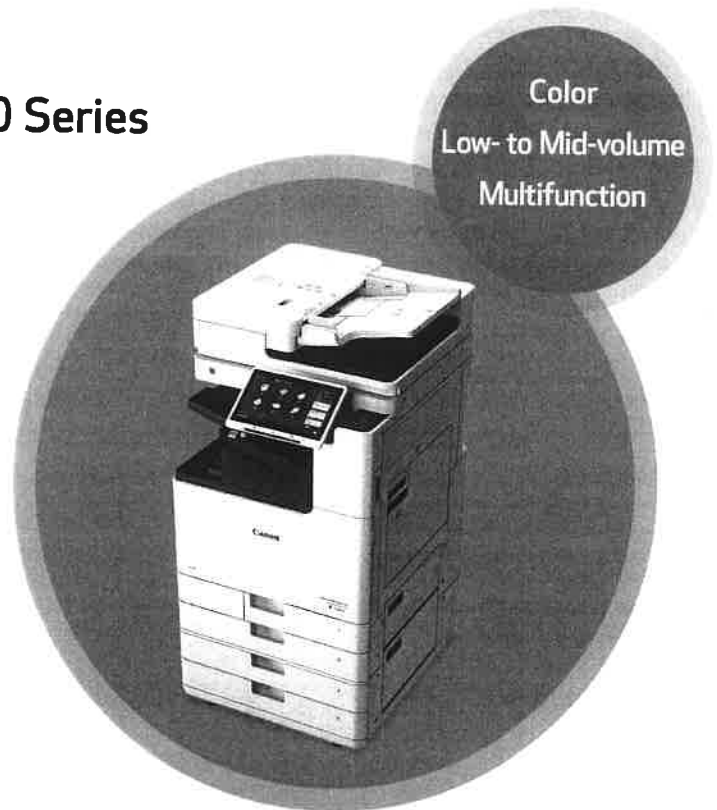
Print up to 35 ppm (BW/color)

Scan up to 270 ipm (300 dpi) (BW/color, duplex)

Print up to 12" × 18"

2,300-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.



Color  
Low- to Mid-volume  
Multifunction



### WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.<sup>1</sup>
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder, and automatically print with predefined settings such as number of copies and finishing requirements.



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM<sup>2</sup> systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. McAfee Embedded Control<sup>3</sup> utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>4</sup>



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.

<sup>4</sup> Security Information and Event Management



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



## COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.

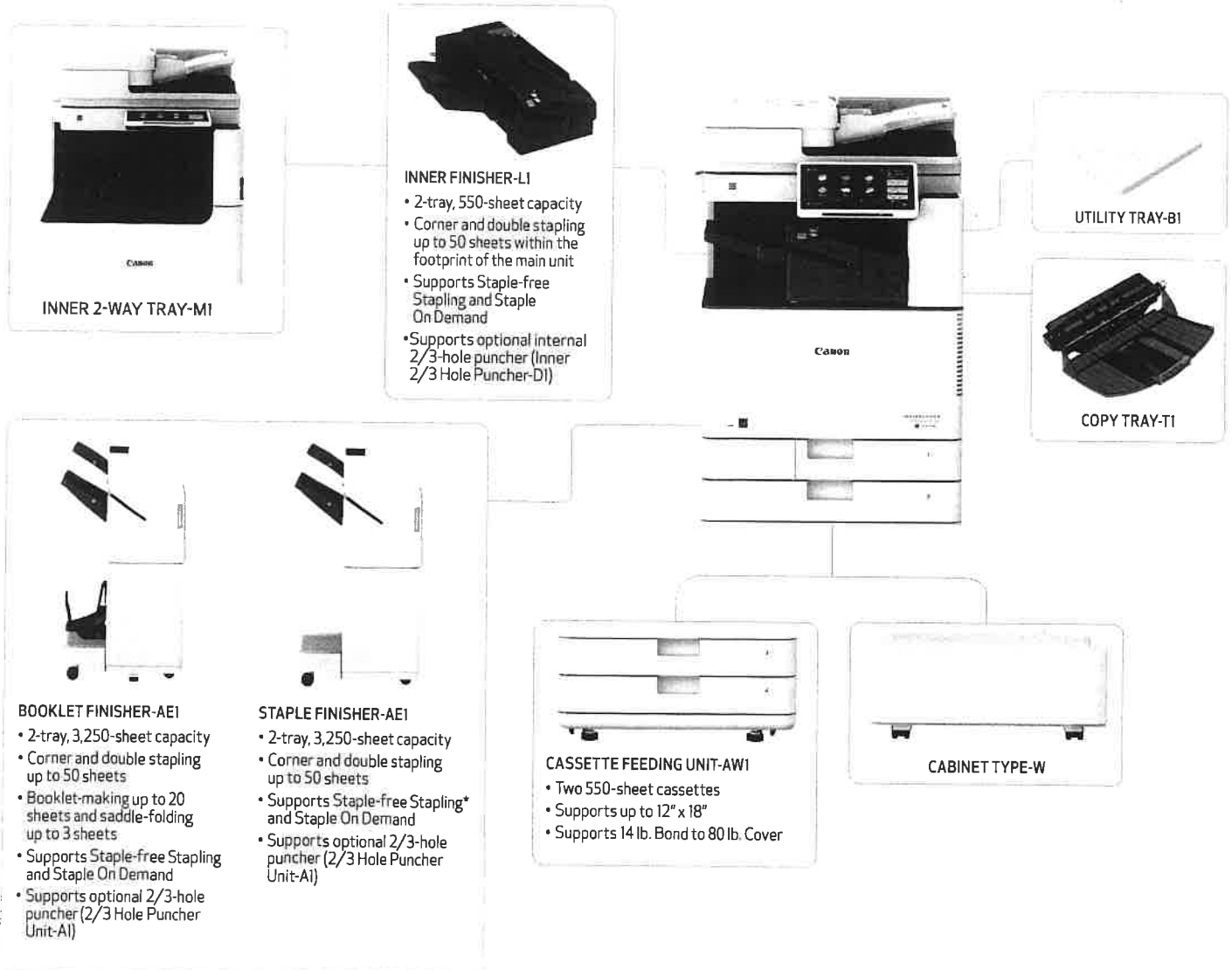


## SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>5</sup>

## CONFIGURATION OPTIONS

## imageRUNNER ADVANCE DX C3800 Series



\* Staple-Free stapling, up to 10 pages of 17 lb. Bond.



## **Proposal: Additional Verkada Cameras**

**Prepared for:**  
Village of Eagle

**Prepared by:**  
Justin Peppard

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



Prepared For:

**Village of Eagle**

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

Prepared By:

**Justin Peppard**  
jpeppard@kidwellinc.com  
KIDQ17821  
11/2/2022

**Additional Verkada Cameras**

**Project Scope:**

Kidwell will provide and install additional Verkada cameras for the Village of Eagle.

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

**Engineering:**

Additional Verkada Cameras.

Kidwell will provide and install the equipment listed below.

Maintenance Shop:

- o (1) 3-year camera license.
- o (1) 5MP outdoor mini-dome camera w/IR and 30 day retention.

Fire Station:

- o (2) 3-year camera licenses.
- o (2) 5MP outdoor dome cameras w/IR and 30 day retention.
- o (1) 8-port Gig PoE+ unmanaged network switch.

Park RR:

- o (3) 3-year camera licenses.
- o (2) 5MP outdoor dome cameras w/IR and 30 day retention.
- o (1) 4K bullet style camera w/IR, telephoto lens, and 30 day retention.

Kidwell will provide and install all required cabling and necessary lightning protection.

Owner to provide required PoE+ network switch port at Maintenance Shop.

## 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 assumes there is an open PoE+ port on the network switch at the Maintenance Shop.

Proposal assumes there is attic access at the Fire Station.

Proposal does not include any cabinets or shelves for equipment.

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Important Contact Information:

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

## Items Not Included:

Lift Rental.

Patching or painting.

Cradlepoint devices or LTE antennas.

Data or wall mount rack.

Any 120V work.

Conduit or raceway, unless noted above.

Configurations to owners' network.

PC.

Warranty on any existing equipment.

Network connection.

**Maintenance Shop:**

**\$2,310.00**

**Hardware**

---

- 1.00 CM41-E Outdoor Mini Dome Camera, 128GB, 30 Days Max
- 1.00 Outdoor-Rated CAT6 Data Cabling Run (1)
- 2.00 Single Channel 10GbE PoE Protector Shielded RJ45 Connection

**Software**

---

- 1.00 3-Year Camera License

**Services & Other Totals**

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Programming	Included
Engineering & System Design	Included
Project Management	Included
Shipping & Handling	Included
System Installation	Included

---

**Quote Valid 10 Days from Proposal Date**





**Fire Station:****\$5,885.00****Hardware**

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- 2.00 CD52-E Outdoor Dome Camera, 256GB, 30 Days Max
- 2.00 Arm Mount
- 2.00 Pendant Cap Mount
- 1.00 8-Port Gigabit Greenet PoE+ Switch
- 3.00 Plenum-Rated CAT6 Data Cabling Runs (3)

**Software**

---

- 2.00 3-Year Camera License

**Services & Other Totals**

---

Programming	Included
Engineering & System Design	Included
Project Management	Included
Shipping & Handling	Included
System Installation	Included

---

**Quote Valid 10 Days from Proposal Date**Serving  
Nebraska  
Since 1948

**Park RR:**

**\$8,400.00**

**Hardware**

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- 2.00 CD52-E Outdoor Dome Camera, 256GB, 30 Days Max
- 1.00 CB61-TE Outdoor Bullet Camera, 384GB, 30 Days Max
- 1.00 L-Bracket Mount
- 3.00 Outdoor-Rated CAT6 Data Cabling Runs (3)
- 6.00 Single Channel 10GbE PoE Protector Shielded RJ45 Connection

**Software**

---

- 3.00 3-Year Camera License

**Services & Other Totals**

---

Programming	Included
Engineering & System Design	Included
Project Management	Included
Shipping & Handling	Included
System Installation	Included

---

**Quote Valid 10 Days from Proposal Date**



Serving  
Nebraska  
Since 1948

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## Proposal Summary

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**Maintenance Shop:**

**\$2,310.00**

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

**Fire Station:**

**\$5,885.00**

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

**Park RR:**

**\$8,400.00**

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

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\* 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%.

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**Authorized Kidwell Representative:** \_\_\_\_\_ John Wiechman \_\_\_\_\_ **Date:** \_\_\_\_\_ 11/2/2022 \_\_\_\_\_

**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 Kidwell's normal business hours 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.

KIDQ17821



## 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: \_\_\_\_\_

KIDQ17821



### 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@eaglenc.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@eaglenc.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: \_\_\_\_\_

# Invoice

Pavers Inc.  
12303 Highway 6  
Waverly, NE 68462-9743

Date	Invoice #
11/1/2022	110158

Bill To
VILLAGE OF EAGLE PO BOX 130 EAGLE, NE 68347

P.O. No.	Terms	Project
		22361 ASPHALT PATCHING EAGLE

Description	Quantity	Unit	Rate	Amount
HOT MIX ASPHALT PATCHING - VARIOUS LOCATIONS	80	TON	186.00	14,880.00
			<b>Total</b>	\$14,880.00

## JCN CONSTRUCTION LLC.

4001 N 20 TH ST LINCOLN NE.

(402) 314 5149.

YOSOYYO2525@GMAIL.COM

INVOICE FOR:

DATE 09/NOV/2022

JEFF MILLS.

INVOICE # 20221109

510 S 5 TH ST.

EAGLE NE 68347

JMILL195@AOL.COM

### QUANTITY DESCRIPTION.

116.1 SQ FT SET UP AND POUR 6" THICK CONCRETE, 2 HANDICAP RAMP CITY. DEMOLITION, REMOVAL,  
HAUL OF HANDICAP RAMP IN THE CORNER OF THE LOT.

### MATERIAL.

2 ½ CU YD CONCRETE 3500 PSI LSG, 10 % ROCK.

FILL.

REBAR # 4.

1" X 6" EXPANSION JOIN.

2 BLOCK REPLACEABLE PAVE 2'X3'.

**TOTAL PRICE \$ 1,741.5**

(PRICE INCLUDES ALL MATERIALS, CONCRETE, REINFORCEMENT AND LABORS.)



**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 #**      **DATE**  
1638                      11/10/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Sales</b> New culvert extension installed			700.00
	<b>Sales</b> New box inlet			4,300.00
	<b>Sales</b> New grate installed for the top			900.00
			SUBTOTAL	5,900.00
			TAX	0.00
			<b>TOTAL</b>	<b>\$5,900.00</b>

Accepted By

Accepted Date



# Bid Proposal for Village of Eagle Radios and Meters 2022

CUSTOMER	<b>VILLAGE OF EAGLE</b> 727 S. 1ST STREET EAGLE, NE 68347	<b>Job</b> Village of Eagle Radios and Meters 2022 Bid Date: 11/15/2022 Bid #: 2633277
	<b>Sales Representative</b> Zachary Hoffman (T) 402-896-6173 Zachary.Hoffman@coreandmain.com	<b>Core &amp; Main</b> 10707 S 149th St Omaha, NE 68138 (T) 402-896-6173
CONTACT		
NOTES		



Bid Proposal for Village of Eagle Radios and Meters 2022

VILLAGE OF EAGLE  
Bid Date: 11/15/2022  
Core & Main 2633277

**Core & Main**  
10707 S 149th St  
Omaha, NE 68138  
Phone: 402-896-6173  
Fax: 402-896-6379

Seq#	Qty	Description	Units	Price	Ext Price
<b>DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.</b>					
10		<b>RADIOS</b>			
20	108	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	176.48	19,059.84
40		<b>METERS</b>			
50	12	1 IPERL WATER METER 10.75"LL SMART MODE I4SXFLXX	EA	236.93	2,843.16
60	16	3/4S IPERL WATER METER 7.5"LL SMART MODE I2SXFLXX	EA	149.03	2,384.48
70	28	3-WIRE WITH 25' CABLE F/IPERL METERS #SM50535200005	EA	N/C	N/C
				<b>Sub Total</b>	<b>24,287.48</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>24,287.48</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

## VILLAGE OF EAGLE

November 1, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on November 1, 2022 with Surman, Meier, Caylor, Weyers and Todd 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 – Todd said she has some concerns with caution tape being the only barrier to the public where the house and garage were demolished at 200 E Street. Hestermann said he can forward this comment on to the contractor. Surman said School District 145 has requested the Village Board consider trimming some of the low-hanging tree branches, particularly on A Street, that are able to scrape buses and other tall vehicles. The Street Board was asked to evaluate the concern and report back to the Village Board. Surman said there are also instances of trees encroaching on the street that are not necessarily up high; one such instance is adjacent to the Meier residence at 5<sup>th</sup> & F Street. Meier said at one time he was told he cannot trim a tree in the right-of-way by the former Building Inspector; however, he would be happy to address this issue if that is what is being asked of him.

Chairperson Surman read Ordinance 2022-06 entitled:

### ORDINANCE NO. 2022-06

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT: THREE TRACTS OF LAND, LOCATED IN SECTION 29, TOWNSHIP10, RANGE 9, CASS COUNTY, NEBRASKA MORE FULLY DESCRIBED HEREIN -TRACT A - AMENDING FROM AGRICULTURAL (AG) TO HIGHWAY COMMERCIAL (HC); TRACT B - AMENDING FROM AGRICULTURAL (AG) TO RESIDENTIAL URBAN (RU), TRACT 3 - AMENDING FROM AGRICULTURAL (AG) TO RESIDENTIAL SUBURBAN (RS); TO PROVIDE FOR SCREENING TO BE PLACED ALONG THE PROPERTY LINE ON HC LOTS ABUTTING RESIDENTIAL LOTS BEFORE HC USE IS ALLOWED, PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA; TO PROVIDE THAT THE CHAIR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND

DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BE MADE A PART OF THE ZONING ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA.

Motion by Meier, second by Weyers, to accept the second reading of Ordinance 2022-06. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2022-07 entitled:

**ORDINANCE NO. 2022-07**

AN ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA TO ANNEX A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 29, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED HEREIN; SAID TRACT OF LAND IS CONTIGUOUS TO THE CORPORATE LIMITS OF THE VILLAGE OF EAGLE AND BY SAID ANNEXATION, TO MAKE SAID DESCRIBED REAL ESTATE A PART OF THE CORPORATE LIMITS OF THE VILLAGE OF EAGLE; THAT AN ACCURATE MAP OR PLAT OF THE ABOVE-DESCRIBED REAL ESTATE BE RECORDED IN THE OFFICES OF THE CASS COUNTY REGISTER OF DEEDS AND CASS COUNTY ASSESSOR; THAT THE INHABITANTS OF, AND THE ABOVE-DESCRIBED REAL ESTATE, SHALL BE SUBJECT TO THE ORDINANCES AND REGULATIONS OF THE VILLAGE OF EAGLE; TO PROVIDE THAT THE CHAIR OF THE BOARD OF TRUSTEES AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED BY POSTING WITHIN THE FIRST FIFTEEN DAYS AFTER ITS PASSAGE AND APPROVAL.

Motion by Caylor, second by Weyers, to accept the second reading of Ordinance 2022-07. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve the Supplemental Agreement with Snyder & Associates for the 6<sup>th</sup> Street Water Main Extension in an amount not to exceed \$17,000. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to approve the Culvert Agreement between Dustin Gordon and the Village of Eagle at 315 South 4<sup>th</sup> Street. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 13,448.18, Board Wages 1,000.00, ABC Termite & Pest Control 131.00, Allied Benefit Systems 5,306.34, Amazon Marketplace 67.67, American Exchange Bank 750.00, American Playground Co 12,862.50, Ball Insurance 1,607.76, Black Diamond Enterprises 2,400.00, Black Hills Energy 258.06, Bound Tree Medical 69.00, Capital Business Systems 33.47, Casey's 967.21, Cass Co Sheriff's Dept 3,145.21, Dollar General 35.55, Eagle Automotive 17.32, Eagle Facilities & Grounds Assn 1,492.00, Eagle Fire & Rescue 500.00, EFTPS 3,687.28, GBE, CPA, P.C. 6,000.00, Google LLC 120.00, Hestermann, Rick 3,033.45, John Hancock Investments 237.76, Matheson Tri-Gas 197.99, Menards-South 432.94, Midwest Insurance Exchange 4,016.00, Midwest Labs 132.42, Mierau & Co., P.C. 1,300.00, NE Dept of Rev 2,164.69, NE Medicine 277.18, NE Public Health Env Lab 115.00, Norland Pure 6.50, Nystrom, Nick 24.13, Nystrom, Taira 450.00, One Billing Solutions 154.16, One Call Concepts 71.92, OPPD 4,508.84, Quik Dump Refuse 911.11, Snyder & Associates 6,384.00, Staples 192.00, Syracuse Iron Works 358.10, The Electronic Repair Shop 632.40, The Garage Company 100.00, UNUM 664.79, US Postmaster 220.00, Verizon Wireless 1,216.75, Voice News 394.97, Windstream 576.08. Total of bills: **\$82,671.73**.

Approved Park Claims: Black Hills Energy 38.45, OPPD 97.04. Total of bills: **\$135.49**.

The meeting was adjourned at 7:59 p.m.

---

Nick Nystrom  
Village Clerk

---

John Surman  
Chairperson

## VILLAGE OF EAGLE

November 1, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on November 1, 2022 with Surman, Meier, Weyers, Caylor and Todd 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.

Report from Law Enforcement – Sergeant Boehm reported 13 citations, 11 warnings and equipment violations and 41 calls for service during the month of October. Surman inquired about the fraud call on 4<sup>th</sup> Street on October 28, 2022. Boehm said he does not know the specifics of this particular call for service but there has been an uptick in fraudulent telephone scams recently. Todd asked what happens when a vehicle receives a red tag. Boehm said the property owner has 24 hours to move the vehicle or it may be towed. Meier asked that the deputies be vigilant with unlicensed off-road vehicles operating in town. The Cass County Sheriff's Department would like to remind everyone to not leave valuables inside their vehicles and to lock their doors.

Report from Building & Zoning Administrator – Hestermann reported 4 new building permits, 2 certificates of occupancy and 10 inspections during the month of October. There are 22 total open permits to date. Hestermann said he is working through the final updates of the zoning ordinance and map to be presented to the Planning Commission on November 15, 2022.

Open Forum – Todd said she has some concerns with caution tape being the only barrier to the public where the house and garage were demolished at 200 E Street. Hestermann said he can forward this comment on to the contractor. Surman said School District 145 has requested the Village Board consider trimming some of the low-hanging tree branches, particularly on A Street, that are able to scrape buses and other tall vehicles. The Street Board was asked to evaluate the concern and report back to the Village Board. Surman said there are also instances of trees encroaching on the street that are not necessarily up high; one such instance is adjacent to the Meier residence at 5<sup>th</sup> & F Street. Meier said at one time he was told he cannot trim a tree in the right-of-way by the former Building Inspector; however, he would be happy to address this issue if that is what is being asked of him.

Chairperson Surman read Ordinance 2022-06 entitled:

**ORDINANCE NO. 2022-06**

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT: THREE TRACTS OF LAND, LOCATED IN SECTION 29, TOWNSHIP 10, RANGE 9, CASS COUNTY, NEBRASKA MORE FULLY DESCRIBED HEREIN -TRACT A - AMENDING FROM AGRICULTURAL (AG) TO HIGHWAY COMMERCIAL (HC); TRACT B - AMENDING FROM AGRICULTURAL (AG) TO RESIDENTIAL URBAN (RU), TRACT 3 - AMENDING FROM AGRICULTURAL (AG) TO RESIDENTIAL SUBURBAN (RS); TO PROVIDE FOR SCREENING TO BE PLACED ALONG THE PROPERTY LINE ON HC LOTS ABUTTING RESIDENTIAL LOTS BEFORE HC USE IS ALLOWED, PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA; TO PROVIDE THAT THE CHAIR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BE MADE A PART OF THE ZONING ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA.

WHEREAS, Joe Marvin Carr, is the owner of the following described real property: The Northeast Quarter, Except Lot 1, Section 29, Township 10, Range 9, Cass County, Nebraska and,

WHEREAS, the Chair and Board of Trustees of the Village of Eagle, Nebraska, have adopted zoning for the Village of Eagle, Nebraska, said ordinance cited and known as the Zoning Ordinance of the Village of Eagle, Nebraska, and,

WHEREAS, said Zoning Ordinance of the Village of Eagle, Nebraska, does provide for the Official Zoning Map of the Village of Eagle, Nebraska, and,

WHEREAS, said Zoning Ordinance of the Village of Eagle, Nebraska, does provide for various zoning districts within the corporate limits of the Village of Eagle, Nebraska, and its extraterritorial jurisdiction, and,



WHEREAS, the Official Zoning Map of the Village of Eagle, Nebraska, does indicate thereon the location of the various Zoning Districts of the Village of Eagle, Nebraska, and its extraterritorial jurisdiction, pursuant to the Zoning Ordinance of the Village of Eagle, Nebraska, and,

WHEREAS, said Official Zoning Map does indicate that the real estate to be rezoned is presently zoned Agricultural (AG) and,

WHEREAS, Joe Marvin Carr has requested, in writing, that the Chair and Board of Trustees of the Village of Eagle, Nebraska, amend the Official Zoning Map of the Village of Eagle, Nebraska, to change the zoning on three tracts within the above-described real estate to Highway Commercial; Residential Suburban and Residential Urban; and

WHEREAS, said Village of Eagle Planning Commission, after notice and public hearing, did submit in writing its recommendations as to said zoning changes, and,

WHEREAS, a notice of said change of zoning was posted upon the above described real estate such that it was easily visible from the street nearest said real estate, said notice having been posted at least ten (10) days prior to the date of this hearing, and,

WHEREAS, the Chair and Board of Trustees of the Village of Eagle, Nebraska, have provided notice and conducted a public hearing regarding said change of zoning and received evidence thereat,

NOW, THEREFORE, BE IT ORDAINED BY THE CHAIR AND BOARD OF TRUSTEES OF THE VILLAGE OF Eagle, NEBRASKA, AS FOLLOWS:

1. That the findings here and above made should be, and are hereby made a part of this Ordinance as fully as if set out at length herein.
2. That the Zoning Districts and the Official Zoning Map of the Village of Eagle, Nebraska, be amended, as to the following-described real estate, to wit:

*SEE DESCRIPTIONS ON EXHIBIT A ATTACHED HERETO AND MAP ON EXHIBIT B ATTACHED HERETO*

3. The tract to be amended to Highway Commercial (HC) abuts tracts that are to be changed to Residential Urban (RU) and Residential Suburban (RS), Zoning Ordinance 9.05 of the Village of Eagle, Nebraska, requires that there be screening between HC and RS districts as well as between HC and RU Districts. It is therefore required of the owner of property located in the HC district to provide screening as set forth in the Zoning Ordinance prior to any use of the property under the regulations for HC use.

4. That the Chair and the appropriate Department, whether one or more, of the Village of Eagle, Nebraska, are hereby authorized and directed to implement this Ordinance including the indication on the Official Zoning Map of the Village of Eagle, Nebraska, as to the described real estate set forth herein.
5. That the Clerk of the Village of Eagle, Nebraska be instructed to file a certified copy of this Ordinance with the Cass County Register of Deeds and that the Cass County Register of Deeds be instructed to index this Ordinance against the described legal descriptions set forth herein, contiguous to the Village of Eagle, Cass County, Nebraska.
6. That should any section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Chair and Board of Trustees of the Village of Eagle, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination here from of any such portion as may be declared invalid.
7. That all Ordinances and parts of Ordinances passed and approved prior to the passage, approval, and publication of this Ordinance, in conflict herewith, are hereby repealed.
8. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval either in pamphlet form or by posting in three (3) public places within the Village of Eagle, Nebraska, and shall be effective on the fifteenth (15<sup>th</sup>) day from and after its passage, approval, and publication as provided herein.
9. That this Ordinance shall not be made a part of the Zoning Ordinance of the Village of Eagle, Nebraska.

Motion by Meier, second by Weyers, to accept the second reading of Ordinance 2022-06. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2022-07 entitled:

#### **ORDINANCE NO. 2022-07**

AN ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA TO ANNEX A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 29, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED HEREIN; SAID TRACT OF LAND IS CONTIGUOUS TO THE CORPORATE LIMITS OF THE VILLAGE OF EAGLE AND BY SAID ANNEXATION, TO MAKE SAID DESCRIBED REAL ESTATE

A PART OF THE CORPORATE LIMITS OF THE VILLAGE OF EAGLE; THAT AN ACCURATE MAP OR PLAT OF THE ABOVE-DESCRIBED REAL ESTATE BE RECORDED IN THE OFFICES OF THE CASS COUNTY REGISTER OF DEEDS AND CASS COUNTY ASSESSOR; THAT THE INHABITANTS OF, AND THE ABOVE-DESCRIBED REAL ESTATE, SHALL BE SUBJECT TO THE ORDINANCES AND REGULATIONS OF THE VILLAGE OF EAGLE; TO PROVIDE THAT THE CHAIR OF THE BOARD OF TRUSTEES AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, PROVISION OR PORTION FOUND UNCONSTITUTIONAL OR INVALID; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED BY POSTING WITHIN THE FIRST FIFTEEN DAYS AFTER ITS PASSAGE AND APPROVAL.

WHEREAS, the Chair and Board of Trustees of the Village of Eagle, Nebraska, received a petition for Annexation from Joe Marvin Carr, owner, to annex the following described land into the corporate limits of the Village, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

and,

WHEREAS, the Planning Commission of the Village of Eagle held a public hearing and recommended annexation of the above-described property, and,

WHEREAS, the Board of Trustees conducted a public hearing regarding the annexation of the above-described property, and

WHEREAS, notice has been provided to the Cass County Zoning Administrator, Cass County Rural Water District #2, and School District 145, and

WHEREAS, all public notices provided for Public Hearings, and this Ordinance have been provided by law, and,

WHEREAS, the described real estate is presently within the extraterritorial zoning jurisdiction of the Village of Eagle, Cass County, Nebraska, and,

WHEREAS, the described real estate is contiguous to the Village of Eagle, Nebraska, and is being annexed into the corporate limits of the Village of Eagle, Nebraska, and

WHEREAS, the annexation of the described real estate is in the best interests of the Village of Eagle, Nebraska.

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

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

Section 2. That the following described real estate be annexed to the Village of Eagle, Nebraska, and included within the corporate limits of the Village of Eagle, Nebraska, said real estate being described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

Section 3. That an accurate map or plat of the above described real estate, certified by a duly licensed surveyor, and acknowledged and approved as provided by law, shall at once be filed and recorded in the office of the Cass County Register of Deeds and the office of the Cass County Assessor, together with a certified copy of this Ordinance, declaring such annexation, under the seal of the Village of Eagle, Nebraska.

Section 4. That the inhabitants of, and the described real estate, shall be subject to the ordinances and regulations of the Village of Eagle, Nebraska.

Section 5. That the Chair of the Board of Trustees and the appropriate Department, whether one or more, of the Village of Eagle, Nebraska, are hereby authorized and directed to implement this Ordinance.

Section 6. That if any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Section 7. That all ordinances and parts of ordinances past and approved prior to the passage, approval, publication of this ordinance, and in conflict herewith, are hereby repealed.

Section 8. That this Ordinance shall be published by posting in three (3) public places within the Village of Eagle, Nebraska, within the first fifteen days after its passage and approval and shall be effective the fifteenth day after its passage and approval, provided it has been published, as aforementioned, within the first fifteen days after its passage and approval.

Motion by Caylor, second by Weyers, to accept the second reading of Ordinance 2022-07. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve Supplemental Agreement with Snyder & Associates for the 6<sup>th</sup> Street Water Main Extension in an amount not to exceed \$17,000 – The project description includes the extension of a water main from the 6<sup>th</sup> & G Street

intersection south through public right-of-way and/or property owned by the Village of Eagle. The water main will be bored to cross under Highway 34 and terminate at the right-of-way line south of the highway to serve new development. The agreement assumes that this project shall not be subject to a public letting and will be constructed in conjunction with the Eagle Point development. Surman said the project milestone schedule consists of a Notice to Proceed (November 2022); Survey (December 2022); Final Design (January 2023); and Permitting (February 2023). Freeman-Caddy said after having a discussion with the Village Engineer this afternoon it is believed that the project design can be expedited to meet the development team's schedule.

Motion by Weyers, second by Caylor, to approve the Supplemental Agreement with Snyder & Associates for the 6<sup>th</sup> Street Water Main Extension in an amount not to exceed \$17,000. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider options for upsizing water mains in the Eagle Point Subdivision – Surman said the Village Board needs to decide whether or not to upsize sections of water main servicing the Eagle Point Subdivision from 6" to 8" pipe size. Freeman-Caddy said the initial thought was to at least have an 8" water main extend to the west and south for future development purposes. The Village Board agreed that upsizing sections of water main from 6" to 8" would be in the best interest of the municipality. Surman said he will inform the Village Engineer of this decision. No further action taken.

Discuss/possible action: Consider options for a memorial bench to be installed at Eagle Municipal Park – Nystrom said he was contacted by an individual who is interested in installing a memorial bench at the park in honor of his late grandson; this individual was open to recommendations and location of the bench, but would prefer it to be near some playground equipment. Meier said he would be in favor of the same style of bench the Village has been installing at the park and pool over the years because they have been very durable. Todd said she thinks it would be nice to have the bench installed near the new playground equipment on the west side of the park. The Park Board was directed to work with the individual interested in installing the memorial bench and report back to the Village Board. No further action taken.

Discuss/possible action: Consider sidewalk extension to the MoPac Trail at the Eagle Estates park in cooperation with the Lower Platte South NRD – Surman said no funds were allocated in the budget for this specific project. Todd said the purpose of this agenda item is to gauge the Village Board's interest in the project and to determine the proper timing to take advantage of potential funding assistance from the Lower Platte South NRD. The NRD will cost-share up to 50% of the portion of an approved project. Surman said an access point to the MoPac Trail is already present only three blocks from this location. Todd said she hears a lot of comments about how nothing is being done with this park space and felt this would be a good start. Meier said he would support at least looking into the project to see how much it would cost. Surman said there are no amenities at this park; no water, no sewer and no playground

equipment; there is nothing present to entice people to get off the MoPac Trail and visit this location. Todd said she does not have a strong opinion either way but wanted to share the idea with the rest of the Village Board. Travis Moore (335 14<sup>th</sup> St.) said residents that live in the vicinity of the park space spoke in favor of adding an access point to the trail at a Parks & Recreation meeting earlier this year. Surman said another concern is granting an additional access point to the trail for off-road vehicles that are not supposed to be using it in the first place; this issue already exists and may make matters worse. No action taken.

Discuss/possible action: Approve Culvert Agreement between Dustin Gordon and the Village of Eagle at 315 South 4<sup>th</sup> Street – Surman inquired about the recommended size of culvert by the Street Board. Meier said 18” culvert pipe size. Terry Caddy said there will be 40’ of culvert going east to west along C Street; on 4<sup>th</sup> Street, the property owner would like a covered culvert essentially the entire distance of his parcel. Additionally, the property owner is interested in the Village adding a box culvert with grate in the area of the existing concrete culvert near the 4<sup>th</sup> & C Street intersection, similar to what the Village did across the street from his property. Surman said the property owner will need to be made aware that he is still limited on the width of driveway he can have regardless of how much culvert he is allowed. Meier asked who is responsible for the cost of the culvert and installation. Nystrom said the property owner is responsible for all costs and the Village is responsible for installation.

Motion by Weyers, second by Meier, to approve the Culvert Agreement between Dustin Gordon and the Village of Eagle at 315 South 4<sup>th</sup> Street. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 13,448.18, Board Wages 1,000.00, ABC Termite & Pest Control 131.00, Allied Benefit Systems 5,306.34, Amazon Marketplace 67.67, American Exchange Bank 750.00, American Playground Co 12,862.50, Ball Insurance 1,607.76, Black Diamond Enterprises 2,400.00, Black Hills Energy 258.06, Bound Tree Medical 69.00, Capital Business Systems 33.47, Casey’s 967.21, Cass Co Sheriff’s Dept 3,145.21, Dollar General 35.55, Eagle Automotive 17.32, Eagle Facilities & Grounds Assn 1,492.00, Eagle Fire & Rescue 500.00, EFTPS 3,687.28, GBE, CPA, P.C. 6,000.00, Google LLC 120.00, Hestermann, Rick 3,033.45, John Hancock Investments 237.76, Matheson Tri-Gas 197.99, Menards-South 432.94, Midwest Insurance Exchange 4,016.00, Midwest Labs 132.42, Mierau & Co., P.C. 1,300.00, NE Dept of Rev 2,164.69, NE Medicine 277.18, NE Public Health Env Lab 115.00, Norland Pure 6.50, Nystrom, Nick 24.13, Nystrom, Taira 450.00, One Billing Solutions 154.16, One Call Concepts 71.92, OPPD 4,508.84, Quik Dump Refuse

911.11, Snyder & Associates 6,384.00, Staples 192.00, Syracuse Iron Works 358.10, The Electronic Repair Shop 632.40, The Garage Company 100.00, UNUM 664.79, US Postmaster 220.00, Verizon Wireless 1,216.75, Voice News 394.97, Windstream 576.08. Total of bills: **\$82,671.73**.

Approved Park Claims: Black Hills Energy 38.45, OPPD 97.04. Total of bills: **\$135.49**.

Report from Attorney – Freeman-Caddy said the majority of the last month was spent on subdivision development work. The Annexation Agreement with Eagle Point Subdivision will be considered at the next regular meeting on November 21, 2022. Freeman-Caddy said the Village Board will need to determine the reimbursement schedule for the 6<sup>th</sup> Street water main extension if the developer's contractor performs the work. The Village Engineer has provided an opinion of probable cost for the project in the amount of \$101,640.00, which includes a 20% contingency. Surman said in theory this figure should be lower if mobilization was included in the opinion of probable cost.

Report from Clerk/Treasurer – Nystrom said the Fiscal Year 2022 Audit is underway and deliverables were taken to Seward last week. Nystrom's continuing education hours for the Treasurer position have been met for the 2022 calendar year. Beginning December 1, 2022, the new base hauling rate for recyclables will be \$225.00 per haul; this is an increase of 12.5% since the beginning of the year. Nystrom said the Deputy Clerk will begin mailing Cross Connection Control Surveys to each customer of the public water supply system later this month. The total monthly income ending October 31, 2022 was \$96,868.46.

Discuss/possible action: Updates on the available Full-time Maintenance position – Nystrom said the advertisement for hiring is now live on Indeed.com. One application has been received for the position to date that will be discussed with the Human Resources Committee. No action taken.

The meeting was adjourned at 7:59 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 November 1, 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

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson