

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
SPECIAL MEETING
NOVEMBER 22, 2021
EAGLE FIRE & RESCUE DEPARTMENT—705 S 1st Street
7:00 P.M.

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

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

--PLEDGE OF ALLEGIANCE

1. Discuss/possible action: Consider options for Water System Study.
2. Discuss/possible action: Consider options for Sewer System Study.
3. Discuss/possible action: Approve invoice submitted by Custom LED Lighting in the amount of \$2,331.66 for exterior light upgrades at Eagle Fire & Rescue.
4. Discuss/possible action: Approve invoice submitted by Custom LED Lighting in the amount of \$3,379.90 for exterior area light upgrades at the WWTP.
5. Discuss/possible action: Approve Variable Frequency Drive (VFD) for EQ Series Pump at the Eagle Pool in the amount of \$3,700.00 plus electrical installation.

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



11/2/2021

John Surman, Chairperson
Village of Eagle
747 S. 2nd Street
Eagle, NE 68347

RE: Limited Water System Evaluation
Eagle, Nebraska
JEO Project No. 211638.00

Dear Sir:

Below is our understanding of the services you wish JEO Consulting Group, Inc. to provide on your proposed new well and building project. JEO's General Conditions are attached.

Scope: The basic services include a limited evaluation of the Villages existing wells and water usage to determine if the existing water supply is sufficient for the future water demands. The evaluation will also provide a recommendation and cost estimate to replace the existing water main on 4th Street and extend the water main on G Street. The scope/fee may be expanded to include additional items at the request of the Village.

Fee: Services will be provided on an hourly basis with a not to exceed amount of \$6,000. The basic rate is hourly based on the attached range of billing rates. JEO's hourly rates may be modified from time to time to reflect changes in costs.

Time Frame: We anticipate completion of technical memorandum documents 60 days after approval of this agreement.

If the above description does not agree with your understanding, please notify us.

Feel free to contact me at 402-380-1705.

Owner:

By: _____

Title: _____

Date Signed: _____

Engineer: JEO Consulting Group, Inc.

By: Dane Simonsen

Title: Project Manager

Date Signed: 11/2/2021

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in

the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Custom LED Lighting, LLC

INVOICE

824 S. 4th. Street
Eagle, NE 68347

(402) 310-6653

SOLD TO:

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

SHIPPED TO:

Same

QUOTE NUMBER 10262021001
QUOTE DATE November 19, 2021
OUR ORDER NO.
YOUR ORDER NO.
TERMS Net 30
SALES REP Chris
SHIPPED VIA
F.O.B. Eagle, NE
PREPAID or COLLECT COLL

Sales Tax Rate:

EXEMPT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	150 Watt LED Half Cut-off Wall PackParking Lot Lighting Fixture	209.99	\$629.97
3	Removal and Installation of new Fixture (3- Halogen Replacement)	79.00	\$237.00
3	Round -Street-Building Parking Lot Lighting Fixture (Corner)	151.83	\$455.49
3	Removal and Installation of new Fixtures (3 - Corner Pole Lights)	79.00	\$237.00
1	Motion - Flood Light Fixture (Station Entrance)	79.99	\$79.99
1	Removal and Installation of new Fixture	79.00	\$79.00
1	Flood Light Fixture (Flag) with 30w LED spot light	129.99	\$129.99
1	Removal and Installation of new Fixture	35.00	\$35.00
1	Waterproof LED flood light - Bulb Only- (Training Door entrance)	29.00	\$29.00
1	Permit *	125.00	\$125.00
3	Misc supplies - conduit, wire, mounting hardware and bracket	75.00	\$225.00
All metal with weathertight housing. All Commercial LED Lighting Products		SUBTOTAL	\$2,262.44
5 yr. Product Warranty		TAX	
*Work performed by licensed electrician		FREIGHT	\$69.22
			\$2,331.66

DIRECT ALL INQUIRIES TO:

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

MAKE ALL CHECKS PAYABLE TO:

Custom LED Lighting
Attn: Chris LeFrois
PO Box 129
Eagle, NE 68347-0129

PAY THIS
AMOUNT

THANK YOU FOR YOUR BUSINESS!

Custom LED Lighting, LLC

INVOICE

824 S. 4th. Street
Eagle, NE 68347

(402) 310-6653

SOLD TO:

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

SHIPPED TO:

EAGLE - Waste Water Plant

QUOTE NUMBER 10282021001
QUOTE DATE November 19, 2021
OUR ORDER NO.
YOUR ORDER NO.
TERMS Net 30
SALES REP Chris
SHIPPED VIA
F.O.B. Eagle, NE
PREPAID or COLLECT COLL

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	Pole Mounted Area Light / Street Light - with Dusk to Dawn Control	229.99	\$1,379.94
6	Removal and Installation of new Fixtures	89.00	\$534.00
1	Lift	200.00	\$200.00
1	Permit	115.00	\$115.00
6	Misc. supplies - Bracket and mounting kit	39.95	\$239.70
All metal with weathertight housing. All Commercial LED Lighting Products		SUBTOTAL	\$2,468.64
5 yr. Warranty		TAX	
		FREIGHT	\$29.56
			\$2,498.20
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

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

MAKE ALL CHECKS PAYABLE TO:

Custom LED Lighting
Attn: Chris LeFrois
PO Box 129
Eagle, NE 68347-0129

THANK YOU FOR YOUR BUSINESS!

Custom LED Lighting, LLC

INVOICE

824 S. 4th. Street
Eagle, NE 68347

(402) 310-6653

SOLD TO:

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

SHIPPED TO:

EAGLE - Waste Water Plant

QUOTE NUMBER 11172021002
QUOTE DATE November 19, 2021
OUR ORDER NO.
YOUR ORDER NO.
TERMS Net 30
SALES REP Chris
SHIPPED VIA
F.O.B. Eagle, NE
PREPAID or COLLECT COLL

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	Light Fixture poles for LED Street Light.	45.00	\$270.00
6	Removal and Installation of new Poles	89.00	\$534.00
This additional invoice is for Outside Light pole removal with new smaller diameter poles installation			
The existing poles were too large in diameter for new light fixtures. The replacement of these poles were not part of original quote			
6	Misc. supplies - New outdoor electrical boxes and wiring	12.95	\$77.70
All metal outside poles. All Commercial LED Lighting Products		SUBTOTAL	\$881.70
		TAX	
		FREIGHT	
			\$881.70
DIRECT ALL INQUIRIES TO: Chris LeFrois (402) 310-6653 email: chrislefrois@gmail.com			MAKE ALL CHECKS PAYABLE TO: Custom LED Lighting Attn: Chris LeFrois PO Box 129 Eagle, NE 68347-0129
			PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!

Swimming Pool EQ Series Pump Option

Curt,

The EQ Series Pump approved by the Village Board at the November 15, 2021 meeting can be ordered with many different types of motors. The approved motor is identical to the motor currently on your existing pump. It is 3-phase with a tri-volt motor, which means it can be wired for 208V, 220V or 440V depending on what the supply voltage actually is.

The thermal overload question is a little more difficult. We have not included any type of thermal overload protection in our quote and normally don't when we are replacing an existing motor. The existing motor should have a starter in place already with thermal overload protection. Often times in a pool application, thermal protection is accomplished by having a valve immediately after the pump. With the pump running, an amp meter is placed on the wiring to determine the amp load. The valve above the pump can be slowly closed to put back pressure on the pump. This actually helps the pump run more efficiently. The valve is slowly closed while watching the amp meter. When the amp meter reads the correct amperage for the voltage your pump is wired for, you mark the spot on your valve and leave the discharge valve in that position. As long as your motor is running at the proper amperage, it won't overheat.

The best option to assure proper operation is to add a **Variable Frequency Drive (VFD)**. A VFD slow starts your pump. This dramatically increases the life of your pump/motor not to mention all of the other equipment. Instead of the pump starting at 100% full speed when you hit the switch, the VFD slowly ramps up the speed. The VFD allows you to adjust the level of power sent to the pump motor. For example, let's say your pool requires a flow rate of 430 gpm. The motor and pump you have are designed to pump 530 gpm when running at full speed. Pumps are always oversized because as your filter gets dirty, the flow decreases. The 100 gpm buffer allows you to run longer between filter runs. The downside of this is you don't need to be pumping 530 gpm. This is a waste of energy if you are running at full speed. The VFD can be set up to run at 440 gpm. It only applies enough power to the motor to keep the flow at 440 gpm. This electrical savings can pay for the VFD in less than a couple of years. As the filter gets dirty, more power is applied to maintain the 440 gpm. Between the slow starting of the pump and the electrical savings, VFD's have gained wide acceptance in the pool industry. The initial cost of the VFD with a magmeter (the magmeter is your flow indicator that talks to the VFD) can be almost as much as the pump. The energy savings and extended life of equipment will offset the cost of the VFD in a short period of time. It is said the VFD is one of the only items in a swimming pool that will pay for itself. The VFD with magmeter would cost you **\$3700**. You would need to hire an electrician to wire up the VFD and motor along with low voltage lines from the magmeter to the VFD. Let me know if you have any additional questions. Thanks Curt.

Scott Holtmeyer
President
Aqua-Chem, Inc.
402-292-0242 – Office
402-672-4508 – Cell