

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
APRIL 7, 2026
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

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

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

--PLEDGE OF ALLEGIANCE

1. Report from Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Public Comment.
4. Discuss/possible action: Updates on the new Fire & Rescue Facility.
5. Discuss/possible action: Approve resignation of Austyn Beck from Eagle Fire & Rescue.
6. Discuss/possible action: Approve purchase of Lifepak 35 monitor/defibrillator from Stryker in the amount of \$50,879.14.
7. Discuss/possible action: Consider screening options for property adjacent to the Eagle Municipal Facility located at 149 F Street per resident request.
8. Discuss/possible action: Parking concerns along 4th Street adjacent to 640 S. 4th Street.
9. Discuss/possible action: Approve Crazy Cracker's 2026 Fireworks Permit Application at 510 Highway 34.
10. Discuss/possible action: Approve Alvo/Eagle Recreation's 2026 Fireworks Permit Application at Eagle Memorial Field located at 1st & Highway 34.
11. Discuss/possible action: Approve Special Designated License (SDL) Application for McIntosh Ventures located at 540 S. 4th Street on June 27, 2026 from 9:00 a.m. to 2:00 a.m. the following day.
12. Discuss/possible action: Consider fireworks display at Eagle Municipal Park on June 27, 2026 in the amount of \$5,000.00.
13. Discuss/possible action: Approve purchase of Hydrant Buddy with gate valve key from Core & Main in the amount of \$5,318.08.
14. Discuss/possible action: Approve purchase of water meter radio transceivers from Core & Main in the amount of \$5,643.00 per box.
15. Discuss/possible action: Approve three-year Verkada security system license renewals with Kidwell in the amount of \$13,450.00.

16. Discuss/possible action: Resolution 2026-06 – Setting a flat monthly sewer rate for new customers until a January, February and March water use average is established.
17. Discuss/possible action: Resolution 2026-07 – Installation of “No Parking” signs along the north and south sides of D Street (between 5th and 6th Streets) and along 6th Street (between D and E Streets).
18. Discuss/possible action: 2026 Mill & Overlay Improvements Project bid opening results, recommendation and award.
19. Discuss/possible action: Approve Curtis Klabenes attending a wastewater continuing education course in Auburn on April 22, 2026.
20. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
21. Discuss/possible action: Approve claims.
22. Report from Attorney.
23. Report from Clerk/Treasurer.

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.



Quick Quote 9/19/2024 2:07 PM

Quote Number: 10990598

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: EAGLE FIRE DEPT

Rep:

Scott Pufahl

Attn:

Email:

scott.pufahl@stryker.com

Phone Number:

(913) 530-0195

Quote Date: 03/31/2026

Expiration Date: 06/29/2026

Contract Start: 09/19/2024

Contract End: 09/18/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name: EAGLE FIRE DEPT

Name: EAGLE FIRE DEPT

Name: EAGLE FIRE DEPT

Account #: 20018983

Account #: 20018983

Account #: 20067362

Address: 701 S 1ST ST

Address: 701 S 1ST ST

Address: POBox 126

EAGLE

EAGLE

EAGLE

Nebraska 68347

Nebraska 68347

Nebraska 68347-0126

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	1	\$50,347.84	\$50,347.84
2.0	41335-000003	SHIP KIT, POWER SUPPLY,LP35	1	\$1,300.00	\$1,300.00
3.0	11996-000093	Pediatric QUIK-COMBO RTS pacing/defibrillation/ECG Electrodes With EDGE System Technology	1	\$40.95	\$40.95
4.0	11996-000017	Adult QUIK-COMBO REDI-PAK pacing/defibrillation/ECG Electrodes With EDGE System Technology	1	\$39.00	\$39.00
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	\$430.00	\$430.00
6.0	11171-000063	RD SET Disposable Sensor, Neonatal (20/box)	1	\$414.05	\$414.05
7.0	MVAO	Microstream Advance oral/nasal Filter Line, Adult, With O2, Box of 25	1	\$321.10	\$321.10
8.0	11335-000005	LIFEPAK Printer Kit	1	\$1,560.00	\$1,560.00
9.0	11260-000073	Shoulder Strap	1	\$50.70	\$50.70
10.0	11335-000008	LIFEPAK 35 Storage Bag Kit	1	\$405.60	\$405.60
11.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	\$24.05	\$24.05
12.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	1	\$21.45	\$21.45
13.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	\$46.80	\$46.80
14.0	11150-000020	LIFEPAK Cellular Modem, North America	1	\$1,014.00	\$1,014.00



Quick Quote 9/19/2024 2:07 PM

Quote Number: 10990598

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: EAGLE FIRE DEPT
Attn:

Division: Medical
Rep: Scott Pufahl
Email: scott.pufahl@stryker.com
Phone Number: (913) 530-0195

Quote Date: 03/31/2026
Expiration Date: 06/29/2026
Contract Start: 09/19/2024
Contract End: 09/18/2025

Equipment Total: \$56,015.54

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15H-LP35	TRADE IN LP15 V4 HIGH FOR LP35	1	-\$8,000.00	-\$8,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
15.1	LIFEPK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT 09/20/2024 - 09/19/2025 Parts, Labor, Training, Preventative Maintenance & Batteries Service	1	\$2,059.55	\$2,059.55

ProCare Total: \$2,059.55

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$804.05
Grand Total:	\$50,879.14

Prices: In effect for 30 days

Terms: Net 30 Days



Quick Quote 9/19/2024 2:07 PM

Quote Number: 10990598

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: EAGLE FIRE DEPT

Rep:

Scott Pufahl

Attn:

Email:

scott.pufahl@stryker.com

Phone Number:

(913) 530-0195

Quote Date: 03/31/2026

Expiration Date: 06/29/2026

Contract Start: 09/19/2024

Contract End: 09/18/2025

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ENDING APPROVAL

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

CK-117354 **McIntosh Ventures, LLC dba Bailey's Local**

License # _____ Licensee Name/Non-Profit Organization _____

Event location name: **Bailey's Local**

Event address/location: **540 S 4th St. Eagle, NE 68347**

Event Type: **Street Dance**

Event date(s): **6/27/2026**

Event start time(s): **9:00 a.m.**

Event end time(s): **2:00 a.m.**

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **283** X **52** (Must submit a diagram)

Estimated number of attendees: **300**

Alternate dates/times: **N/A**

Alternate location name/location: **N/A**

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: **Ty McIntosh** Event contact phone number: **308-870-2887**

Event contact Email: **baileyslocal@outlook.com**

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of **EAGLE** **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – OUTDOOR AREA DIAGRAM

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

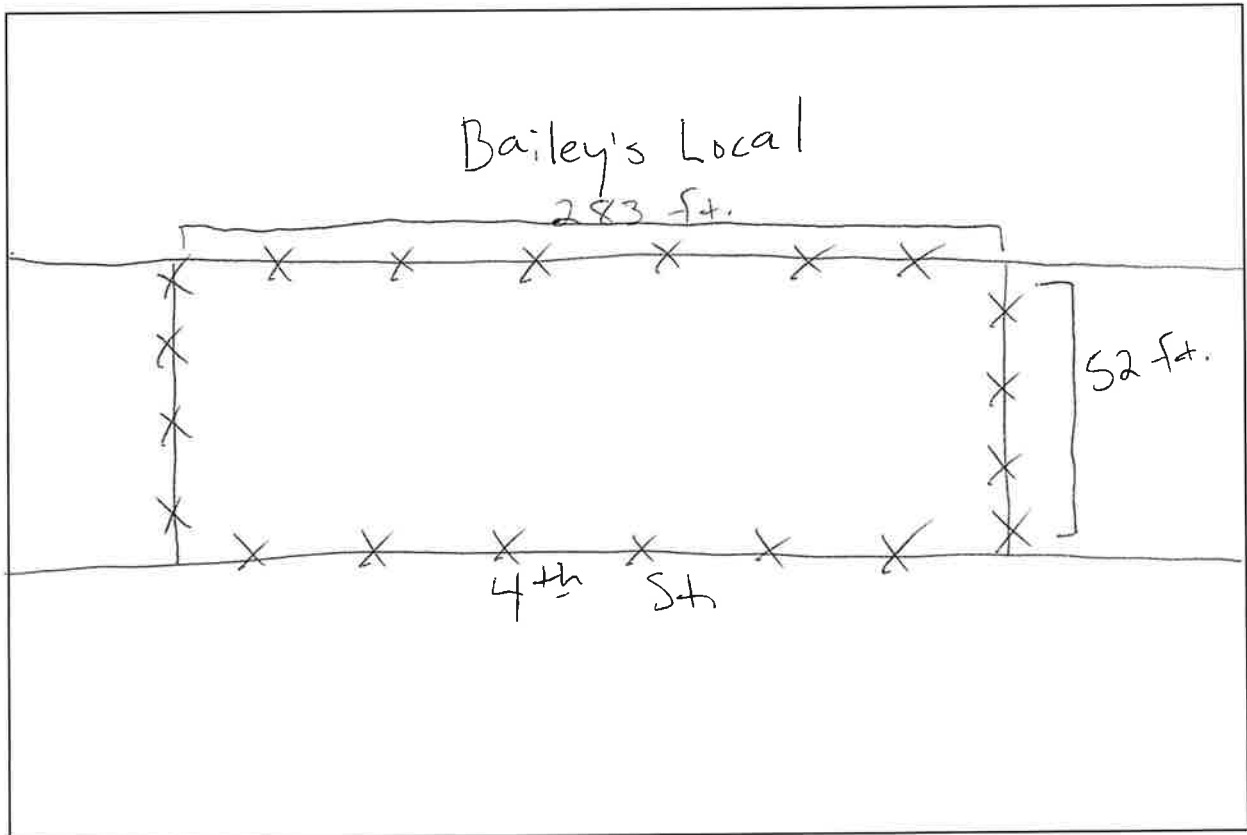
EMAIL: lcc.sdl.licensing@nebraska.gov

WEBSITE: www.lcc.nebraska.gov

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: Staff & Volunteers

DIAGRAM OF PROPOSED AREA:





Bid Proposal for Eagle, NE – Hydrant Buddy

VILLAGE OF EAGLE
Job Location: Eagle, NE
Bid Date: 03/24/2026
Bid #: 4823965

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

HB1 Hydrant Buddy	Qty: 1	Price: \$4,873.63
Hydrant Buddy Gate Valve Key	Qty: 1	Price: \$444.45
TOTAL		PRICE: \$5,318.08

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/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



Bid Proposal for Eagle, NE – Hydrant Buddy

VILLAGE OF EAGLE
Job Location: Eagle, NE
Bid Date: 03/24/2026
Bid #: 4823966

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

Sensus Radio Transceivers	Qty: 1 Box (27)	Price: \$5,643.00
TOTAL		PRICE: \$5,643.00

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/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



Village of Eagle

Nick Nystrom
nick@eaglene.gov
727 S 1st Street
Eagle, NE 68347

Justin Peppard

jpeppard@kidwellinc.com
(402) 475-9151
KIDQ24356
3/26/2026

Job Name/Location: Verkada Licensing Renewals

- 27 3-Year Camera License, Renewal
- 1 3-Year Four-Camera Multisensor License, Renewal
- 2 3-Year Door License, Renewal
- Proposal is licensing-only and does not include any Hardware, Data Cabling, Network Switches or Installation Labor.
- Kidwell is not responsible for schedule delays caused by others and/or material delays.

Notes:

- 1) Work to be performed during Kidwell's normal business hours.
- 2) No sales tax has been included for material or labor on this proposal.
- 3) All required taxes will be charged and added to the proposal price on invoicing.
- 4) The following items are not included in this base bid proposal unless otherwise stated above:
 - a. New telephone hardware or any programming
 - b. Electrical or conduit work unless noted above
 - c. Routers, hubs, switches, servers or any other active communications equipment
 - d. Relocation of any PC's or other networking hardware.
 - e. Fees from the local power, cable and telephone companies
 - f. Plywood backboards and any backing materials of any kind
 - g. Painting of any kind
 - h. The patching of any type of surface
- 5) All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Payment Terms:

50% down prior to material being ordered, remaining 50% invoiced upon ordering. License keys to be released to customer upon receipt of payment in full. This proposal may be withdrawn by us if not accepted within ten days. 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, up to an annual rate of 12%.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Kidwell is authorized to do the work as specified. Payment will be made as outlined above. By signing below, customer accepts all payment terms, additional notes and Kidwell terms and conditions.

Base Bid

\$13,450.00

This quote is valid for a period of 10 days.

Authorized Kidwell Signature: Dave Black

Date: 3/26/2026

Customer Signature:

Date:

LINCOLN
3333 Folkways Circle
Lincoln, NE 68504

OMAHA
7050 S. 110th St.
La Vista, NE 68128

KEARNEY
414 E. 6th St.
Kearney, NE 68847

COLUMBUS
118 23rd St. #118
Columbus, NE 68601

SIoux FALLS
100 E. 6th St.
Sioux Falls, SD 57104

DES MOINES
3000 Westown Pkwy
Des Moines, IA 50266



Contract Terms & Conditions

The following terms and conditions are incorporated into the Agreement between Kidwell and the Customer:

Payments. All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

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.

Standard of Performance; Disclaimer. The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. This warranty is void if Customer has modified the system. Kidwell disclaims all warranties either express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that (i) the services will meet Customer requirements or expectations; (ii) the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; (iii) Kidwell will detect or report intrusions or attempted intrusions; or (iv) all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

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 it 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 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; provided, however, that 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 in its sole discretion, 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, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise 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 venturer, 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 laws 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, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, pandemic, supply chain interruption, 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 hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.

**RESOLUTION OF THE BOARD OF TRUSTEES
FOR THE VILLAGE OF EAGLE, NEBRASKA**

RESOLUTION NO. 2026-06

WHEREAS, the Municipal Code of the Village of Eagle, Nebraska, and in particular Ordinance §3-223, provides the following:

The sum of \$4.00 shall be charged for each 1000 gallons of water used based upon the average amount of water metered for the premises, occupied by the current occupant or tenant, per month during the preceding winter quarter (January, February, and March). If there is no established usage for the previous January, February and March period for the premises occupied by the current occupant or tenant, **then a flat monthly rate set by resolution by the Governing Body, annually, shall be charged, until a January, February and March water usage average can be established.**

WHEREAS, the Chair and Board of Trustees of the Village of Eagle, Nebraska deem it in the best interests of the citizens of the Village of Eagle, Nebraska, that said flat monthly rate be established for the period this Resolution is passed, until the anniversary of passage,

NOW, THEREFORE, be it resolved 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 Resolution as fully as if set out at length herein.
- 2 That the flat monthly rate required by the Ordinance set forth above shall be the amount of \$20.00 per month.
- 3 That the effective date of this rate shall be May 1, 2026 and shall expire on April 30, 2027.

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2026.

ATTEST:

VILLAGE OF EAGLE, NEBRASKA

Marcus Hochstein, Its Chairperson

Nick Nystrom, Its Clerk

RESOLUTION NO. 2026-07

WHEREAS, the Governing Body of the Village of Eagle, Nebraska, has enacted a Municipal Code, and,

WHEREAS, Municipal Code §5-603 provides that the Board of Trustees may set aside any street, alley, public way, or portion thereof where the parking of a particular kind or class of vehicle shall be prohibited, or where the parking of any vehicle shall be prohibited, by resolution, and,

WHEREAS, the Village Board of Trustees of the Village of Eagle, Nebraska, as the Village of Eagle's Governing Body, does desire to adopt this resolution providing for no parking permitted by any vehicle in the following locations which are located within the corporate limits of the Village of Eagle, Nebraska, to wit:

Commencing at the intersection of 5th Street and D Street, then continuing West on the North side of D Street to the terminus of D Street; and,

Commencing approximately 149' west of the intersection of 5th and D Street, on the South Side of D Street to the terminus of D Street; and,

Commencing at the intersection of 6th Street and E Street, then continuing North on the West side of 6th Street to the terminus of 6th Street; and,

NOW, THEREFORE, BE IT RESOLVED, by the Village 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 Resolution as fully as if set out at length herein.

Section 2. That traffic control devices, to wit: "No Parking" signs, be erected on the North and South sides of D Street and on the West side of 6th Street, so that parking areas described above are adequately marked.

Section 3. That upon the approval of this Resolution, the aforementioned traffic control devices shall be erected and this Resolution shall remain in full force and effect until further action by the Governing Body.

PASSED AND APPROVED this _____ day of April, 2026.

VILLAGE OF EAGLE, NEBRASKA

(SEAL)

By: _____
Marcus Hochstein, Its chair

Nick Nystrom, Its Village Clerk

No Parking

Cass County GIS



3/10/2026, 11:29:34 AM

- Municipal Boundaries
- SID (Sanitary and Improvement District)
- USPLSS Section Lines
- Tax Parcels
- Parcels
- IOLLS



March 26, 2026

Village of Eagle
727 South 1st Street
Eagle, NE 68347

RE: 2026 MILL & OVERLAY IMPROVEMENTS
RECOMMENDATION FOR CONTRACT AWARD

To whom it may concern:

Bids were received by the Village of Eagle for this project on March 25, 2026. Five bids were received as follows:

<u>Contractor</u>	<u>Base Total</u>	<u>% Above Low Bid</u>
Cather & Sons Construction, Inc. Lincoln, NE	\$ 127,872.50	--
Constructors, Inc. Lincoln, NE	\$ 160,854.69	26%
Hawkins Construction Company Omaha, NE	\$ 168,769.50	32%
Oldcastle Materials Midwest Co. d/b/a Omni Engineering Omaha, NE	\$ 194,333.50	52%
Pavers Inc. Waverly, NE	\$ 139,957.50	9%

While all bids received were responsive, Cather & Sons Construction, Inc. out of Lincoln, Nebraska was the lowest responsive and responsible bidder. Snyder & Associates has reviewed the bid total and found no discrepancies. We recommend award of the construction contract to the lowest responsive bidder, Cather & Sons Construction, Inc. for the mill and overlay work on Eagle Road Hwy 34 to Applewood Drive in the amount of \$127,872.50. If you have any questions, please contact me.

Sincerely,

SNYDER & ASSOCIATES, INC.

Barbara Johnston, PE
Project Manager

TABULATION OF BIDS
 Project: 2026 Mill & Overlay Improvements

Snyder & Associates, Inc.
 11650 Nicholas St., Suite 1110
 Omaha, NE 68154
 Project No. 126.0002.20

NO.	DESCRIPTION	QUANTITY	ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST		Cather & Sons Construction, Inc. Lincoln, NE		Constructors, Inc. Lincoln, NE		Hawkins Construction Company Omaha, NE		Oldcastle Materials Midwest Co. d/b/a OMNI Engineering Omaha, NE		Pavers, Inc. Waverly, NE		AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE	
			UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE				
BASE BID - Eagle Road Hwy 34 to Applwood Drive																		
1	Mobilization	LS	1	\$ 5,000.00	\$5,000.00	\$4,000.00	\$6,239.09	\$6,239.09	\$12,913.00	\$12,913.00	\$11,790.00	\$3,500.00	\$3,500.00	\$7,666.42	\$12,913.00	\$3,500.00		
2	Traffic Control	LS	1	\$ 500.00	\$500.00	\$500.00	\$6,849.10	\$6,849.10	\$5,092.00	\$5,092.00	\$3,000.00	\$900.00	\$900.00	\$3,268.22	\$6,849.10	\$900.00		
3	Asphalt Mill, 2"	SY	5,650	\$ 4.00	\$22,600.00	\$2.85	\$16,102.50	\$16,102.50	\$3.85	\$21,752.50	\$2.95	\$16,667.50	\$2.95	\$3.12	\$3.85	\$3.85		
4	Asphalt Concrete Surface Course, Type SPR	TN	630	\$ 100.00	\$63,000.00	\$99.00	\$62,370.00	\$62,370.00	\$128.00	\$80,640.00	\$115.00	\$72,450.00	\$99.00	\$62,370.00	\$112.70	\$128.00		
5	Full Depth Asphalt Patch	SY	660	\$ 100.00	\$66,000.00	\$65.00	\$42,900.00	\$42,900.00	\$69.20	\$45,672.00	\$132.55	\$87,483.00	\$84.00	\$55,440.00	\$65.95	\$132.55		
6	Curb Repair	LF	20	\$ 60.00	\$1,200.00	\$100.00	\$2,000.00	\$2,000.00	\$135.00	\$2,700.00	\$147.15	\$2,943.00	\$54.00	\$1,080.00	\$101.62	\$147.15		
BASE BID TOTAL:														\$159,300.00	\$180,854.89	\$188,768.50	\$194,333.50	\$138,957.50

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Village of Eagle, NE** ("Owner") and **Cather and Sons Construction, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Paving improvements include removal of approximately 5,650 SY existing 2-inch asphalt overlay, replacement with 630 TN 2-inch surface asphalt course, 660 SY of full-depth asphalt patching and 20 LF curb repair for a base bid.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Mill & Overlay Improvements Eagle, Nebraska

ARTICLE 3—ENGINEER

3.01 The Owner has retained Snyder & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Snyder & Associates, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete within **30 calendar days after Notice to Proceed**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **14 calendar days** of substantial completion and by **September 15, 2026**.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$650.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$125.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00
2	Traffic Control	LS	1	\$ 500.00	\$ 500.00
3	Asphalt Mill, 2"	SY	5,650	\$ 2.85	\$ 16,102.50
4	Asphalt Concrete Surface Course, Type SPR	TN	630	\$ 99.00	\$ 62,370.00
5	Full Depth Asphalt Patch	SY	660	\$ 65.00	\$ 42,900.00
6	Curb Repair	LF	20	\$ 100.00	\$ 2,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 127,872.50

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) One hundred twenty-seven thousand, eight hundred seventy-two dollars and fifty cents. (\$ 127,872.50).
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of the value of the Work completed (with the balance being retainage).
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: Parkview Ave/Wenzel Circle Mill & Overlay Improvements.
 - 8. Addenda (numbers 1 to 1 inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Performance Bond
 - b. Payment Bond

- c. Bid Bond
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Village of Eagle, Nebraska
727 South 1st Street
Eagle, NE 68529

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone: _____

Email: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Cather and Sons Construction, Inc.
PO Box 29199
Lincoln, NE 68529

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

GUIDELINES FOR CLASS

1. Pre-registration is **required**.
2. Class size is limited according to facility size.
3. **If you are the host town, your operators still need to register for the class.** Please do not assume because it is your system, they are registered. Register as soon as you can before the class reaches its limit.
5. If you cannot make it to a class,

CALL OUR OFFICE BEFORE TO LET US KNOW.

Nebraska Rural Water Association
3390 Ponderosa
Wahoo, NE 68066

402-443-5216
Fax: 402-443-5274

**This Institution is an Equal Opportunity
Provider & Employer.**

Wastewater Training



Nebraska Rural Water
Association



WW CLASS
AUBURN, NE
APRIL 22, 2026
CITY HALL
1101 J STREET

NEMAHA COUNTY

A wastewater training class is scheduled at the listed system.

Please register online at:
www.nerwa.org or mail/fax us the registration portion of this flyer.

THERE IS NO CHARGE FOR THIS CLASS.

Be sure to keep your class certificates.

They can be used to verify that you attended the class. If you lose the certificate, NeRWA will send you one free, but any additional ones will cost you \$20.00.

The NDEQ requires the operator's certificate number be on any continuing education hours submitted. Please make sure this information is filled in on the registration form.

Credit Hours Applied For:

5 hours Wastewater
 3 hours Water

AGENDA

- 8:00-8:30-Registration
- 8:30-9:30-Lagoon Maintenance-Brock Harrier-Team LAB Solutions.
- 9:30-9:45-Break
- 9:45-10:45-PFAS and Emerging Contaminants-Mary Poe-NDEE.
- 10:45-11:45-NPDS and Plant Operations-Mark Pomijal-JEO Services and Jerry Whitehead-Nebraska City.
- 11:45-12:45-Lunch on your own
- 12:45-1:45-Sewer Maintenance-Monte Dakan-Johnson Service Co.
- 1:45-2:00-Break
- 2:00-3:00-Round Table Discussion- NeRWA Staff.
- 3:00-3:15- Questions and Review, NeRWA Staff

NeRWA Workshop Registration—please bring this portion with you to the class

CLASS ATTENDING 04/22/26

- Board Chairman
- City Council
- Board Member
- Manager
- Certified Wastewater Operator
- Certified Water Operator
- Mayor
- Bookkeeper
- Other

Name _____ email _____

Representing _____

Mailing Address _____ (Work _____ Home _____)

City _____ State _____ Zip _____

Certificate Number: _____

Wastewater # _____

Water # _____

Grade _____

VILLAGE OF EAGLE

March 16, 2026

The Village Board of Trustees met in regular session at 7:00 p.m. on March 16, 2026 with Hochstein, Todd, Meier, Dobbins and Surman 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 Hochstein 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.

Motion by Todd, second by Dobbins, to approve Change Order No. 1 with Darland Construction for aluminum windows in the amount of \$8,500.00. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Meier, to approve Change Order No. 2 with Darland Construction for miscellaneous costs as required by the State Fire Marshal in the amount of \$14,286.000. Voting: Ayes – 5. Motion carried.

Public Comment – No public comment.

Motion by Surman, second by Meier, to introduce Resolution 2026-05. Voting: Ayes – 5. Motion carried.

Village Clerk Nystrom read Resolution 2026-05 entitled:

RESOLUTION NO. 2026-05

WHEREAS, the Village of Eagle is undertaking Street Improvement District 2025-03 and Sidewalk Improvement District 2025-02 which include street, storm water, guttering and sidewalk improvements on 4th Street from A Street to the MoPac Trail and adjacent thereto; and

WHEREAS, certain Temporary Construction Easements from adjacent property owners are required to adequately prepare the area and construct the necessary improvements. The use of the property will not be permanent, but may require ingress and egress for the demolition of current improvements, preparation and grading, and installation of the new storm sewer, paving and sidewalk improvements.

NOW, THEREFORE, BE IT RESOLVED by the 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 Resolution as fully as if set out at length herein.

2. That Temporary Construction Easements be obtained from the property owners adjacent to the improvements as set forth on the attached exhibits, which show the proposed Temporary Construction Easement Area.

3. That the Village Clerk, Engineer and Village Attorney have the authority to facilitate the acquisition of the Easements in order to proceed with the project.

Motion by Surman, second by Meier, to adopt Resolution 2026-05. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Meier, to approve the proposal from ABC Termite & Pest Control for mosquito abatement services at Eagle Municipal Park at a rate of \$500.00 per month. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Meier, to approve the Eagle Park Board offering a “Free Swim Day” at the Eagle Pool during the 2026 season. Voting: Ayes – 5. Motion carried.

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

Motion by Hochstein, second by Meier, to go into executive session at 7:42 p.m. to discuss hiring of a Seasonal Public Works employee and to protect the reputation of applicants. Voting: Ayes – 5. Motion carried.

Chairperson Hochstein said the Village Board has come out of executive session at 7:49 p.m. after discussing hiring of a Seasonal Public Works employee.

Motion by Meier, second by Todd, to hire Morris Wollenburg as Season Public Works at a rate of \$18.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 7:50 p.m.

Nick Nystrom
Village Clerk

Marcus Hochstein
Chairperson

VILLAGE OF EAGLE

March 16, 2026

The Village Board of Trustees met in regular session at 7:00 p.m. on March 16, 2026 with Hochstein, Todd, Meier, Dobbins and Surman 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 Hochstein 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 Fire & Rescue – Makinsey Lonergan (Rescue Captain) reported 14 rescue calls, 5 fire calls, 3 car accidents and 1 hazardous materials call since the February 17, 2026 board meeting. Training topics in April will be OB emergencies (Rescue) and extraction vehicle stabilization (Fire). The State of Nebraska is in a burn ban until at least March 29, 2026 as declared by the Governor.

Discuss/possible action: Updates on the new Fire & Rescue Facility – Luke Renken (Fire Captain) said the pad is built, rebar is expected by next week, and he anticipates footings to be installed sometime around March 30, 2026. The recycling containers will need to be moved soon to make room for utility installation.

Motion by Todd, second by Dobbins, to approve Change Order No. 1 with Darland Construction for aluminum windows in the amount of \$8,500.00. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Meier, to approve Change Order No. 2 with Darland Construction for miscellaneous costs as required by the State Fire Marshal in the amount of \$14,286.000. Voting: Ayes – 5. Motion carried.

Public Comment – No public comment.

Motion by Surman, second by Meier, to introduce Resolution 2026-05. Voting: Ayes – 5. Motion carried.

Village Clerk Nystrom read Resolution 2026-05 entitled:

RESOLUTION NO. 2026-05

WHEREAS, the Village of Eagle is undertaking Street Improvement District 2025-03 and Sidewalk Improvement District 2025-02 which include street, storm water, guttering and sidewalk improvements on 4th Street from A Street to the MoPac Trail and adjacent thereto; and

WHEREAS, certain Temporary Construction Easements from adjacent property owners are required to adequately prepare the area and construct the necessary improvements. The use of the property will not be permanent, but may require ingress and egress for the demolition of current improvements, preparation and grading, and installation of the new storm sewer, paving and sidewalk improvements.

NOW, THEREFORE, BE IT RESOLVED by the 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 Resolution as fully as if set out at length herein.
2. That Temporary Construction Easements be obtained from the property owners adjacent to the improvements as set forth on the attached exhibits, which show the proposed Temporary Construction Easement Area.
3. That the Village Clerk, Engineer and Village Attorney have the authority to facilitate the acquisition of the Easements in order to proceed with the project.

Motion by Surman, second by Meier, to adopt Resolution 2026-05. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Meier, to approve the proposal from ABC Termite & Pest Control for mosquito abatement services at Eagle Municipal Park at a rate of \$500.00 per month. Voting: Ayes – 5. Motion carried.

Motion by Todd, second by Meier, to approve the Eagle Park Board offering a “Free Swim Day” at the Eagle Pool during the 2026 season. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider options for lower level shop space for office storage or public works office area at the Eagle Municipal Facility – Nystrom said the office is in need of additional storage space for documents, particularly maps and drawings, which will require large cabinets or safes. Surman had originally recommended cleaning up and utilizing this shop space for additional document storage. Meier felt the space would be beneficial as a public works office and additional office document space can be created on the second level of the shop. Concerns with the amount of weight on the second level was discussed and considered. Todd said she does not feel there is enough office work to create a dedicated public works office space; on a typical day, only about one hour is utilized for paperwork. Terry Caddy said he has worked in both departments and feels an office document room would be most beneficial. The general consensus from the

Village Board was to move forward with creating an office storage area in the remodeled lower level shop space. No further action taken.

Report on Streets and Maintenance – Bryce Belt reported taking down holiday decorations at Monument Park and cleaning up the shop to frame a new storage room. Mid-America Pool Renovation will be onsite this week for warranty repairs to the swimming pool steps. Meier asked that flat drain covers be purchased for the pool. Nystrom said bid openings for the Eagle Drive Mill & Overlay Project will be next Wednesday at 11:00 A.M. The lifeguards are considering painting the exterior of the pool house this year. Brush chipping season begins April 6, 2026.

Report on Wells and Sewer – Belt reported working on a rock pad for the shipping container that will be delivered next week and cleaning up the old outbuildings at the WWTP. Two loads of sludge will be hauled from the WWTP next week. The average water pumped per day for the last 30 days was 77,039 gallons. Caddy said at least three manholes will need to be brought up to grade at the time development begins south of Highway 34.

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

Report from Committees and Boards – Dobbins said the Technology Committee authorized the purchase of a new 360° camera for board meetings which is in use this evening. Hochstein said the Park Board has all positions filled for the pool and had to even make a few cuts due to the number of applications that were received.

Motion by Hochstein, second by Meier, to go into executive session at 7:42 p.m. to discuss hiring of a Seasonal Public Works employee and to protect the reputation of applicants. Voting: Ayes – 5. Motion carried.

Chairperson Hochstein said the Village Board has come out of executive session at 7:49 p.m. after discussing hiring of a Seasonal Public Works employee.

Motion by Meier, second by Todd, to hire Morris Wollenburg as Season Public Works at a rate of \$18.00 per hour. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 7:50 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 March 16, 2026 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and

copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

Marcus Hochstein
Chairperson