

Frazier Construction Company Inc
1359 Percheron Drive
Eagle, NE 68347

ESTIMATE

DATE	ESTIMATE #
4/29/21	147

NAME / ADDRESS
Village of Eagle 727 S 1st St Eagle, NE 68347

JOB ADDRESS
727 South 1st Street

CUSTOMER CONTACT

DESCRIPTION	TOTAL
<p>Tear out existing bathrooms and build new to meet ADA requirements. Scope of work is as follows.</p> <p>*Demolition work-Remove existing bathroom walls and ceilings, Plumbing fixtures, Drywall etc and throw away in dumpster onsite. Cost of dumpster is included in estimate.</p> <p>Layout plumbing fixtures and saw cut concrete floor and remove to allow for new plumbing groundwork to be installed. Pour back new concrete where it was removed.</p> <p>*Build new wood framed walls as per plan for 2 bathroom stalls and mechanical room. Build floor on top of the walls to allow for storage and sheet with 3/4" OSB subfloor. Build staircase to allow access to upper storage area with handrail. Install backing as required for grab bars</p> <p>*Plumbing- Install new plumbing groundwork as required. Install rough in plumbing as required for 2 bathrooms and 1 shower stall. Finish plumbing to include (2) ADA toilets, (1) urinal. (2) Wall hung sinks with faucets. (1) shower stall with shower control and head</p> <p>*Electrical- Remove existing sub-panel and cord running back to the main service panel and re-install conduit and wire back to the service panel to meet code. Re-install the existing 110 volt receptacles next to the sub panel. Also included are 3 Light openings and hanging, 1 in each bathroom and 1 recess LED shower light above shower stall. 1 GFI receptacle in each bathroom. Wire for 1 exhaust fan in each bathroom.</p> <p>*HVAC- Install 2 new bathroom exhaust fans and vent to the exterior of the building</p> <p>*Insulation- Insulate new west wall of bathrooms and walls around mechanical room with R-13 batts.</p> <p>*Drywall- Install Type X drywall on mechanical room walls as indicated. Install 1 layer of drywall on all other walls and ceilings. Stomp texture ceilings</p>	33,200.00
TOTAL	

SIGNATURE

Phone #
402-440-6846

E-mail
travis@frazierconst.com

ESTIMATE

JOB ADDRESS
727 South 1st Street

CUSTOMER CONTACT

DESCRIPTION		TOTAL
*Install (2) 36" doors on bathrooms and (1) 20 Minute fire rated door on Mechanical room *Painting- Paint 3 doors and frames, Interior of bathroom walls to be painted with epoxy paint *Misc- Install grab bars. Mirrors and toilet paper dispenser's as indicated on plan. *Includes payment bond in the amount of \$33,200.00		
		TOTAL \$33,200.00

Phone #
402-440-6846

E-mail
travis@frazierconst.com

Task Order #3 Scope
Village of Eagle
Provide General Engineering Services for Village of Eagle

1. General Engineering Services for Village of Eagle

Meet with the Village of Eagle representatives and identified parties to discuss engineering topics that require input from the Village of Eagle engineer (Schemmer). These meetings are at the request of the Village of Eagle. These hours are identified based on an estimated number of meetings and are only billed for when they occur. – 40 hours

Provide requested engineering services that require a minimum amount of effort and do not fall under a current existing task order. The tasks that fall under this order will be based on requests from the Village of Eagle and will be specified for this task. The hours represented for this task are based on an estimate of how many similar tasks will be completed in the calendar year. These hours will not be billed until the identified tasks under this order are complete. - 40 hours

Attend Village Board meetings and provide input based on tasks that fall under this order. The hours identified are an estimate of the number of meetings that may require staff to attend a village board meeting. These hours will not be billed until after the Village Board Meeting has been attended. – 40 hours.

These hours and fee will be invoiced with a brief description of the task completed and the number of hours and fee used. With each invoice related to this task, a summary of fee used to date will be included.

Total Fee - \$22,500

OWNER

Village of Eagle

By: _____

Title: _____

Date Signed: _____

ENGINEER

The Schemmer Associates

By: _____

Title: _____

Date Signed: _____

Task Order #3 Scope
Village of Eagle
Provide General Engineering Services for Village of Eagle

1. General Engineering Services for Village of Eagle

Meet with the Village of Eagle representatives and identified parties to discuss engineering topics that require input from the Village of Eagle engineer (Schemmer). These meetings are at the request of the Village of Eagle. These hours are identified based on an estimated number of meetings and are only billed for when they occur. – 20 hours

Provide requested engineering services that require a minimum amount of effort and do not fall under a current existing task order. The tasks that fall under this order will be based on requests from the Village of Eagle and will be specified for this task. The hours represented for this task are based on an estimate of how many similar tasks will be completed in the calendar year. These hours will not be billed until the identified tasks under this order are complete. - 20 hours

Attend Village Board meetings and provide input based on tasks that fall under this order. The hours identified are an estimate of the number of meetings that may require staff to attend a village board meeting. These hours will not be billed until after the Village Board Meeting has been attended. – 20 hours.

These hours and fee will be invoiced with a brief description of the task completed and the number of hours and fee used. With each invoice related to this task, a summary of fee used to date will be included.

Total Fee - \$11,250

OWNER

Village of Eagle

By: _____

Title: _____

Date Signed: _____

ENGINEER

The Schemmer Associates

By: _____

Title: _____

Date Signed: _____

VILLAGE OF EAGLE

INCORPORATED 1891

747 S 2nd STREET / PO BOX 130
EAGLE, NEBRASKA 68347
OFFICE 402-781-2748
FAX 402-781-2775

Engineering Fees 2020-Current Olsson

Street Superintendent Fees: \$474.98

Misc. Projects: \$1,374.13

Eagle Water Model Study: 9,100.00

Eagle F Street Improvements Project: 22,945.91

Storm Water Detention Cell Concept: 5,050.00

F Street & Applewood Drive Mill & Overlay Project: 8,759.69

Pool Slide Project: 6,716.06

Casey's Project: 1,165.33

MoPac Trail Concept: 1,387.50

TOTAL: \$56, 973.60





Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Nick Nystrom, City Clerk

Customer: Village of Eagle

Address: PO Box 130

City: Eagle

State: NE

Zip 68347

Phone: 402-781-2748

Cell: *

Fax: *

Email: nick@eaglene.gov

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS
416211533

Please reference quote
no. on your order

Date Quoted: 4/16/21

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 2,200.00	\$ 2,200.00
				Total Equipment	\$ 2,200.00
Shipping					
		ES-FREIGHT	Shipping Fees		\$ 88.00
Services					
2	1	BV-LABOR	TRAVEL AND LABOR TO REPLACE BAD TRANSFORMER/RECTIFIER	\$ 1,350.00	\$ 1,350.00
				Total Services	\$ 1,350.00
				Total of Project	\$ 3,638.00

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt

Company: Blue Valley Public Safety Inc.

Address: P.O. Box 363 - 509 James Rollo Dr.

City, State, Zip: Grain Valley, MO 64029

Country: USA

Work Phone: 1-800-288-5120

Fax: 816-847-7513

Approved By: Brian Cates

Title: General Manager

Delivery: 10-12 weeks

Freight Terms: FOB University Par

Terms:

Equipment, Net 30 Days upon receipt

Services, Net 30 Days as completed,

billed monthly. Net 30 will not be held
for installations.

Brian Cates

Signature

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

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Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Nick Nystrom, City Clerk
Customer: Village of Eagle
Address: PO Box 130
City: Eagle
State: NE
Zip: 68347
Phone: 402-781-2748
Cell: *
Fax: *
Email: nick@eagle.gov
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS 416211533 Please reference quote no. on your order Date Quoted: 4/16/21
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I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____
Title: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
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Fax: 816-847-7513

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PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Quotation No.: BVPS
416211533

TERMS

(1) AGREEMENT AND LIMITATIONS. The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) TERMINATION OR MODIFICATION. The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) PRICE AND PAYMENT. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

(4) RISK OF LOSS. The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) DELIVERY. Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) DEDUCTIONS AND RETURNS. Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) LIMITED MANUFACTURER'S WARRANTY. Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

(10) REMEDIES AND LIMITATIONS OF LIABILITY. In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) ASSIGNMENT AND DELEGATION. No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(12) SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

(13) **INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(14) **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(15) **ADDITIONAL TERMS.** Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

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ORDINANCE NO. 2021-06

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND THE MASTER FEE SCHEDULE FOR FEES CHARGED BY THE VILLAGE FOR ZONING OR SUBDIVISION RELATED ACTION OR PERMIT REQUESTS; TO PROVIDE FOR FEES FOR FAILURE TO OBTAIN A PERMIT PURSUANT TO THE ZONING ORDINANCE OR REGULATIONS; 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 EITHER IN PAMPHLET FORM OR BY POSTING; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

WHEREAS, the Village Board of Trustees has adopted a Zoning Ordinance and a Subdivision Ordinance and also, provides for application fees and payments of deposits and the like related to the same for zoning and subdivision activity within its limits and the extraterritorial jurisdiction of the Village, and

WHEREAS, Chapter 11 of the Municipal Code sets forth the various fees and requirements and

WHEREAS, it is in order to update and modify said fees,

NOW, THEREFORE, BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA, as follows:

Section 1. That the findings here and above should be, and they are hereby made a part of this Ordinance, as fully as if set out at length herein.

Section 2. That section 11-202 of the Municipal Code shall be repealed and substituted with the following:

§11-202 ZONING REGULATIONS; FEE STRUCTURE.

An applicant for a change of zoning; an amendment of zoning district; an appeal of a decision of the building official; a variance; a special exception; a conditional use and interpretation of zoning ordinance; an occupancy permit; or other permit application made pursuant to the Zoning Regulations for the Municipality shall file an application with the Municipal Clerk. Upon filing the application forms and required documents, the Municipal Clerk shall collect all fees and deposits (if any) as required herein prior to processing the application. In the event the deposit is not sufficient, the Clerk may request an additional deposit. Provided: Nothing contained herein shall in any way be construed to guarantee, assure, or otherwise provide that the Municipal Governing Body will necessarily grant or approve such application simply because the fee and deposit is paid. The payment of deposit and election to pay the costs for such application is the responsibility and

obligation of the applicant regardless of whether such application is granted or denied, approved or disapproved, or acted upon in any other way by said Governing Body.

Upon the completion of the process, within 30 days, the Municipal Clerk shall send a copy of an itemization of the actual costs to the applicant and either reimburse applicant for the amount of the applicant's deposit that exceeds the actual costs for preparation of the application forms and compliance with administrative procedures, or shall bill said applicant for the amount that exceeds the deposited amount, which amount shall be paid within 30 days to the municipality.

SCHEDULE OF FEES AND DEPOSITS:

ZONING:	
CHANGE OF ZONING DISTRICT APPLICATION FEE (MAP)	\$250.00 plus actual costs of notice, publication and legal review *
ZONING TEXT AMENDMENT APPLICATION	\$ 250.00 plus actual cost of notice, publication and legal review *
SIGN PERMIT <ul style="list-style-type: none"> * Real Estate Listing (yard sign) * Public Announcements * Other Temporary Sign * All other signs 	No Fee No Fee \$25.00 \$3.00 per square foot
TOWER DEVELOPMENT PERMIT	\$1,000.00 plus actual notice and engineer review costs *
SOLAR PANEL PERMIT	\$200.00 plus actual notice and engineer review costs *
APPEAL FEE – Board of Zoning Adjustment (appeals and variance requests)	\$250.00 plus actual costs of notice*
SPECIAL EXCEPTION OR CONDITIONAL USE PERMIT	\$200.00 plus actual notice and legal review*
OCCUPANCY PERMIT (for change of use or use after extended vacancy of structure) For remodeling or new constructure, occupancy permits are included in the building permit fee.	\$100.00
* ACTUAL COSTS (notice, publication, legal and engineering review)– A deposit may be required in addition to the fee.. The actual fee will be billed to the applicant and must be paid within 30 days of billing and prior to any permits being issued. The deposit shall be applied to actual fees and if there is excess, returned to applicant	
PENALTY FOR COMMENCING OR CHANGING USE OR WORK WITHOUT PERMIT -CEASE WORK OR USE ORDER SHALL BE ISSUED BY THE BUILDING/ZONING OFFICIAL. PRIOR TO ANY FURTHER USE OR CONSTRUCTION, THE FOLLOWING	-Double the Fee Set for all Categories above

SHALL BE PAID:

Section 3. That section 11-302 of the Muncipal Code shall be repealed and substituted with the following:

An applicant for a subdivision application; an administrative subdivision; an annexation petition or any other application filed pursuant to the Subdivision Regulations shall file the application with the Municipal Clerk. Upon filing the application forms and required documens, the Municipal Clerk shall collect all fees and deposits (if any) as required herein prior to processing the application. In the event the deposit is not sufficient, the Clerk may request an additional deposit. Provided: Nothing contained herein shall in any way be construed to guarantee, assure, or otherwise provide that the Municipal Governing Body will necessarily grant or approve such application simply because the fee and deposit is paid. The payment of deposit and election to pay the costs for such review or preparation of application forms are the responsibility and obligation of the applicant regardless of whether such application is granted or denied, approved or disapproved, or acted upon in any other way by said Governing Body.

Upon the completion of the process, within 30 days, the Municipal Clerk shall send a copy of an itemization of the actual costs to the applicant and either reimburse applicant for the amount of the applicant's deposit that exceeds the actual costs for preparation of the application forms and compliance with administrative procedures, or shall bill said applicant for the amount that exceeds the deposited amount, which amount shall be paid within 30 days to the municipality.

SUBDIVISION REGULATIONS:	
<i>SUBDIVISION APPLICATION (NOT ADMINISTRATIVE)</i>	<i>\$250.00 – 1 to 9 lots \$500.00 – more than 10 lots</i>
<i>PRELIMINARY PLAT REVIEW FEE</i>	<i>\$10.00 per lot, plus actual cost of Engineer and Legal Review; Notices ; Recording *</i>
<i>FINAL PLAT REVIEW FEE</i>	<i>\$10.00 per lot, plus actual cost of Engineer and Legal Review, Notices, Recording *</i>
<i>REVISED PRELIMINARY PLAT OR FINAL PLAT</i>	<i>\$100.00 plus actual cost of Engineer and Legal Review; Notices; Recording *</i>
<i>LOT SPLITS, CONSOLIDATIONS AND ADMINISTRATIVE SUBDIVISIONS</i>	<i>\$150.00 plus actual cost of Engineer and Legal Review; recording *</i>
<i>VACATION OF PLAT</i>	<i>\$150.00 plus actual cost of Legal Review; recording *</i>
<i>ANNEXATION PETITION</i>	<i>\$500.00 plus legal and engineering review, notice; and recording *</i>
<i>* ACTUAL COSTS – A deposit may be required in addition to the fee. The actual fee will be billed to the applicant and must be paid within 30 days of billing and prior to any permits being issued.</i>	

<i>The deposit shall be applied to actual fees and if there is excess, returned to applicant</i>	
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Section 4. That the Chairman of the Board of Trustees of the Village of Eagle, Nebraska, and its Clerk, are hereby authorized and directed to implement this Ordinance.

Section 5. 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 Chairman and Board of Trustees of the Village of Eagle that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

Section 6. 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.

Section 7. That this Ordinance shall be published either by posting in three (3) public places in the municipality or in pamphlet form and shall be effective on the fifteenth (15th) day from and after its passage and approval, provided it has been published, as aforementioned, within the first fifteen (15) days after its passage and approval.

Section 8. That it is the intention of the Chairman and Board of Trustees of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall become or be made a part of the Municipal Code of the Village of Eagle, Nebraska.

PASSED AND APPROVED THIS ____ day of May, 2021.

VILLAGE OF EAGLE, CASS COUNTY
NEBRASKA

By: _____
John Surman, Its Chair

ATTEST:

Nick Nystrom, Its Clerk
(SEAL)

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND THE GENERAL MASTER FEE SCHEDULE; 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 EITHER IN PAMPHLET FORM OR BY POSTING; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA AND SECTIONS MAY BE RENUMBERED TO ACCOMPLISH THE SAME.

WHEREAS, the Village Board of Trustees has adopted a Master Fee Schedule for those items not otherwise called for in its Ordinances or in the Municipal Code, and

WHEREAS, Section 11-501 requires an update of the various fees and requirements and some items removed as they are set forth in independent codes sections and ordinance by the Board of Trustees,

NOW, THEREFORE, BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA, as follows:

Section 1. That the findings here and above should be, and they are hereby made a part of this Ordinance, as fully as if set out at length herein.

Section 2. That Article 5 of Chapter 11 of the Municipal Code shall be amended and substituted with the following:

§11-501. FEE SCHEDULE

That the Chairman and Board of Trustees of the Village of Eagle, Nebraska, do hereby adopt the following fee schedule for the Village of Eagle, Nebraska, and for that area within one mile of the corporate limits:

Office & Labor Charges:	
Copy charges (per page)	\$.25 standard; \$.50 legal; \$1.00 11x14
Fax	\$1.00 per page
Labor Charge for public employee/appointee	\$40.00 per hour
Return Check Charge	\$35.00
Machine Hire and Labor (for nuisance, emergency and other work benefitting private property)	
Labor (per public employee/appointee)	\$40.00/ hr
Overtime (per public employee/appointee)	\$80.00/hr
Use of Pick-up Truck (includes labor)	\$50.00/hr
Mower (includes labor)	\$50.00/hr
Dump Truck (includes labor)	\$75.00/hr
Skid Steer (includes labor)	\$100.00/hr
Street Sweeper (includes labor)	\$100.00/hr

Snowplow (includes labor)	\$100.00/hr
Excavator (includes labor)	\$150.00/hour
Materials	Actual Cost
Dog & Cat Licenses	
Spayed/Neutered	\$6.00 per animal per year
Unaltered	\$10.00 per animal per year

(Effective Date June 1, 2010, *Ordinance 2010-3*; Amended May ____, 2021; *Ordinance 2021-7*)

Section 3. That the Chairman of the Board of Trustees of the Village of Eagle, Nebraska, and its Clerk, are hereby authorized and directed to implement this Ordinance.

Section 4. 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 Chairman and Board of Trustees of the Village of Eagle that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

Section 5. 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.

Section 6. That this Ordinance shall be published either by posting in three (3) public places in the municipality or in pamphlet form and shall be effective on the fifteenth (15th) day from and after its passage and approval, provided it has been published, as aforementioned, within the first fifteen (15) days after its passage and approval.

Section 7. That it is the intention of the Chairman and Board of Trustees of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall become or be made a part of the Municipal Code of the Village of Eagle, Nebraska and sections may be renumbered to accomplish the same.

PASSED AND APPROVED THIS ____ day of May, 2021.

VILLAGE OF EAGLE, CASS COUNTY
NEBRASKA

By: _____
John Surman, Its Chair

ATTEST:

Nick Nystrom, Its Clerk
(SEAL)

ORDINANCE 2021-08

AN ORDINANCE TO ESTABLISH COMPENSATION FOR SEASONAL MAINTENANCE PERSONNEL FOR THE VILLAGE OF EAGLE, NEBRASKA; 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 BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

BE IT ORDAINED BY THE CHAIRPERSON AND THE MEMBERS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA:

Section 1. That the following shall be the wages and salaries for the specified seasonal maintenance employee of the Village of Eagle, Nebraska, to wit:

POSITION	WAGES OR SALARY
Paul Nystrom Seasonal Maintenance	\$15.50 Per Hour

Section 2. The above schedule of compensation shall run until modified by the Village Board of Trustees.

Section 3. The Board of Trustees of the Village of Eagle, Nebraska, has the authority to award a bonus or merit pay increase to employees as they determine.

Section 4. That the Chairman of the Board of Trustees of the Village of Eagle, Nebraska, and its Clerk, are hereby authorized and directed to implement this Ordinance.

Section 5. 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.

Section 6. That this Ordinance shall be published within the first fifteen (15) days after its passage and approval in pamphlet form, and shall be effective the 15th day from and after its passage, approval, and publication as provided herein.

Section 7. That it is the intention of the Board of Trustees of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall not become a part of the Eagle Municipal Code of the Village of Eagle, Nebraska.

PASSED AND APPROVED THIS ____ DAY OF MAY, 2021.

(Seal)

Chairperson
John Surman

Village Clerk
Nick Nystrom



QUOTE

2362

Apr 27, 2021

Quoted To:
EAGLE FIRE 705 S 1 ST EAGLE, NE 68437

Ship To

EAGLE FIRE
705 S 1 ST
EAGLE, NE 68437

Customer ID		Good Thru	Payment Terms	Sales Rep	
705 S 1 ST		May 27, 2021	Net 15 Days		
Quantity	Item	Description	Unit Price	Amount	
3.00	9-C-SERVICE-2	Commercial labor to fix and adjust door - 2 men per/hour;	160.00	480.00	
3.00	MISCELLANEOUS	COAX CABLE, CUT TO LENGTH, WITH NEW END CONNECTIONS;	20.00	60.00	
3.00	7-L-893	APPROXIMATELY 20' PER DOOR 893LM Standard 3 button remote, Sec+ 2.0	35.00	105.00	
1.00	7-L-86LM	3 HOURS OF LABOR IS AN ESTIMATE, WE WILL BILL FOR ACTUAL TIME ON THE JOB, PLUS SOME DRIVE TIME	47.25	47.25	
		Medium duty trolley Coax Antenna extension kit EXT-ANT KIT J-F ***THIS PART MAY NOT BE NEEDED, INCLUDED ON THIS QUOTE AS AN FYI			
			Subtotal	692.25	
			Sales Tax		
			TOTAL	692.25	

2300 S 7th St. Lincoln, NE 68502 402-476-6539 office@pioneerdoorlincoln.com WWW.PIONEERDOORLINCOLN.COM

OPENING DOORS SINCE 1968



IMPORTANT NEWS ABOUT YOUR 2021 BENEFIT RATES VILLAGE OF EAGLE | POLICY 703182

Dear Village of Eagle:

As another plan year comes to a close, we'd like to thank you for being a valued Unum DentalSM and Unum VisionSM customer. We have completed our annual review of your group policy, and present you with your renewal rates for 2021. Your renewal rates will be guaranteed for 12 months.

COVERAGE		EFFECTIVE DATE
Dental Insurance		7/1/2021
	CURRENT MONTHLY RATE	RENEWAL MONTHLY RATE
Employee	\$37.44	\$40.81
Employee + spouse	\$73.52	\$80.14
Employee + children	\$96.64	\$105.34
Employee + 1 Dependent	\$96.64	\$105.34
Employee + family	\$143.72	\$156.65
Vision Insurance		7/1/2021
	CURRENT MONTHLY RATE	RENEWAL MONTHLY RATE
Employee	\$6.36	No Change
Employee + spouse	\$12.72	No Change
Employee + children	\$15.17	No Change
Employee + 1 Dependent	\$15.17	No Change
Employee + family	\$23.17	No Change

ABOUT YOUR RATES

One of the most important things we do as a business is ensure that we have the resources to pay plan members' claims. We try to do this without increasing rates, but certain trends make that more difficult. In addition, cost factors related to benefit utilization and claim activity for your group and other groups of comparable size can have an impact on rates for dental and vision insurance, in particular. Despite these trends, we strive to keep rate increases minimal and infrequent.

OUR PROMISE TO YOU

You will continue to receive the same quality of service you've come to expect. You trust us to bring value to your organization and your employees, so you will continue to receive value-added services like these:

- AlwaysAssist member mobile app and website, and iServices benefits management site, including the ability for plan administrators to print ID cards on demand
- Hearing Savings Plan with every plan, at no additional cost to the member
- Discounted rates on services performed by in-network dental providers
- Special optical discounts on lens options, coatings and contact lenses. Plus, discounts on amounts over standard frame allowances for most frames and additional pairs of glasses, (available at participating Value-Added providers)

We also offer a full range of employee financial protection benefits. Talk with your Unum sales representative for more information on products to enhance your group's benefit portfolio.

If you have questions about your rate change, or need any other assistance, please contact me.

Sincerely,

Zach Schopp | 913-295-1091 | Zschopp@unum.com

Please refer to your existing contract(s) for details of coverage including exclusions, limitations, renewability and termination provisions.

Unum Dental and Unum Vision plans are marketed by Unum, administered and underwritten by Starmount Life Insurance Company.

unum.com

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FORM NUMBER NS17-112

FOR BROKERS AND EMPLOYERS

VILLAGE OF EAGLE

April 19, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on April 19, 2021 with Surman, Meier, Weyers and Caylor present. Moore was absent. 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.

Motion by Weyers, second by Caylor, to approve a six-year loan option with Riverstone Bank (formerly Eagle State Bank) in the amount of \$46,532.49 annually for the purchase of a 2021 Braun Chief XL Ambulance. Voting: Ayes – 4. Motion carried.

Moore arrived at the meeting at 7:11 p.m.

Open Forum – Kyle Krajewski thanked the Village Board for its sponsorship donation to Alvo/Eagle Recreation and said Memorial Field looks the best it has in a long time. Marcus Hochstein (625 S. 4th St.) discussed the Village's proposal to add rock to the alleyways and identified areas where the surface can be graded down prior to the addition of rock. Caylor said JLC Exteriors is in the fabrication phase for the new awning at the Fire & Rescue Station.

Motion by Caylor, second by Meier, to approve the proposal from Tennis Courts Unlimited for tennis court renovations in the amount of \$9,200.00. Voting: Ayes – 5. Motion carried.

Motion by Weyers, 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 from May through September with a free October service application. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2021-05 entitled:

ORDINANCE 2021-05

AN ORDINANCE TO ESTABLISH COMPENSATION FOR POOL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO REPEAL 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 BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

Motion by Caylor, second by Meier, to accept the second reading of Ordinance 2021-05. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Caylor, to suspend the rules of three consecutive readings of Ordinance 2021-05. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Weyers, to adopt Ordinance 2021-05. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to not renew the Agreement with People Service to operate and maintain the Village of Eagle's wastewater treatment facilities. Voting: Ayes – 5. Motion carried.

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

Motion by Surman, second by Caylor, to approve Taira Nystrom's proposal for cleaning services at the Eagle Municipal Office and Eagle Fire & Rescue Station Office in the amount of \$100.00 weekly. Voting: Ayes – Meier, Weyers, Caylor, Surman. Moore abstained. Motion carried.

Motion by Moore, second by Weyers, to approve a wage increase for part-time and seasonal maintenance employees in the amount of \$1.50 per hour. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Caylor, to go into executive session at 8:47 p.m. for the purpose of threatened litigation. Voting: Ayes – 5. Motion carried.

Chairperson Surman said the board has come out of executive session at 8:55 p.m. after discussing threatened litigation.

Motion by Moore, second by Caylor, to approve the Settlement Agreement and Release as submitted by the Law Offices of Crosby Guenzel LLP. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:56 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

April 19, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on April 19, 2021 with Surman, Meier, Weyers and Caylor present. Moore was absent. 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 Fire & Rescue – Hank Oetjen (Fire Chief) reported 11 rescue calls, 3 fire calls and 1 car accident since the March 15, 2021 board meeting. The new ambulance is scheduled to arrive April 24, 2021 at which time arrangements will be made to offer the 2004 Ambulance for sale. Meier said there will be a cost to move radios to the new ambulance.

Discuss/possible action: Consider loan options with Eagle State Bank for the purchase of a 2021 Braun Chief XL Ambulance – Four loan options were received from Riverstone Bank (formerly Eagle State Bank) in the amount of \$250,000 as follows: 4-year loan at 3.00% interest in the amount of \$67,256.76 annually; 5-year loan at 3.125% interest in the amount of \$54,783.62 annually; 6-year loan at 3.25% interest in the amount of \$46,532.49 annually; and a 7-year loan at 3.50% interest in the amount of \$40,886.12 annually. Surman said the last ambulance was purchased with a 7-year loan. Weyers said she would like to consider a loan option with the least amount of interest possible and still be affordable in future year's budgets. Nystrom said his opinion is the best that can be done is the 5 or 6 year loan option. Caylor asked how often ambulances are being turned over. Oetjen said approximately every 7 years.

Motion by Weyers, second by Caylor, to approve a six-year loan option with Riverstone Bank (formerly Eagle State Bank) in the amount of \$46,532.49 annually for the purchase of a 2021 Braun Chief XL Ambulance. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Consider proposal from Frazier Construction to upgrade the Fire Station restrooms in the amount of \$32,000.00 and approve the rental of a portable toilet during project construction – Surman said the biggest issue with the proposal is it does not include a surety bond which is required on projects in excess of \$10,000 per State Statute. Travis Frazier (Frazier Construction Company) said he met with the Emergency Services Committee a couple of weeks ago to review plans but he was not aware of the surety bond requirement. Nystrom said the surety bond would need to be in an amount no less than the total project cost. Caylor said the

Village Attorney was contacted to review the proposal and it was just learned that a surety bond was required. Agenda item tabled until a surety bond is received by Frazier Construction Company.

Moore arrived at the meeting at 7:11 p.m.

Open Forum – Kyle Krajewski thanked the Village Board for its sponsorship donation to Alvo/Eagle Recreation and said Memorial Field looks the best it has in a long time. Marcus Hochstein (625 S. 4th St.) discussed the Village's proposal to add rock to the alleyways and identified areas where the surface can be graded down prior to the addition of rock. Caylor said JLC Exteriors is in the fabrication phase for the new awning at the Fire & Rescue Station.

Discuss/possible action: Consider Eagle Lake's proposal to discharge wastewater to the Eagle WWTP – Surman said previously the Village Board received a proposal from Schemmer Engineering in the amount of \$11,650 for oversight of Eagle Lake's proposal to discharge wastewater to the Eagle WWTP. The Village Board unanimously agreed at the April 6, 2021 meeting that Midwest Environmental Services and Eagle Lake SID be responsible for the entirety of the engineering fees as this project solely benefits these two entities. Robert Todd (Midwest Environmental Services) was present and said he feels the number of hours in Schemmer's proposal seems excessive since the project is required to be designed to State of Nebraska specifications prior to granting approval; his opinion is the proposal is a duplication of effort. Todd said he does not have a problem paying Schemmer for their time but has a difficult time understanding the need for their level of effort in the proposal. Surman said Schemmer's proposal is to protect the interests of the Village of Eagle; additionally, there will also be legal fees that will need to be paid as the project progresses. Todd said there are 65½ hours listed in the Schemmer proposal and his question is whether or not they understand the project is being designed to State of Nebraska standards and the State will not approve the project unless it meets said standards. Surman said he cannot speak for Schemmer regarding their level of scope in the proposal; he does want everyone to understand that the hours listed in the agreement aren't necessarily for one engineer's time; for instance, if two engineers are required during a portion of the scope simultaneously the number of hours would double. Todd said he understands this concept but he worked professionally in the industry for 35 years and still cannot imagine the need for 65½ hours. Surman asked Meier if he had any comments on Schemmer's proposal as the other member of the Sewer Committee. Meier suggested Todd discuss his concerns with the proposal with Schemmer directly. Surman said he would be willing to speak with Schemmer to identify the reasoning behind the number of hours and whether it can be scaled down without becoming a liability to the Village of Eagle. Agenda item tabled until a future board meeting.

Discuss/possible action: Approve Task Order #3 with Schemmer in an amount not to exceed \$22,500.00 for General Engineering Services – Surman said this proposal is to cover the cost of meetings and engineering services as requested by the Village of

Eagle which requires a minimum amount of effort and does not fall under a current existing task order; an example would be for Pre-Application Meetings with developers on potential new subdivisions. Moore asked if this item is in the budget. Nystrom said yes, engineering services are in the budget. Moore asked what was budgeted for engineering expenses this fiscal year. Nystrom said he does not have the budget in front of him but he could look online and report back if the Village Board would like to table this item until later this evening. Moore asked how much has been spent on engineering services with Schemmer this fiscal year. Nystrom said approximately \$1,300 pertaining to the 1 & 6 Year Street Plan. Moore asked if there is urgency in getting this task order approved. Nystrom said he does not know how many meetings Schemmer is going to continue to attend without a task order in place when they are not being paid; there are also a couple of new subdivision projects in the pipeline right now. Nystrom explained that the hours found in the task order are not billed until they occur so the Village will not owe the lump sum up front. Agenda item tabled to allow Nystrom time to identify the amount budgeted for engineering services in the Fiscal Year 2021 Budget.

Discuss/possible action: Consider proposal from Tennis Courts Unlimited for tennis court renovations in the amount of \$9,200.00 – Moore asked when the tennis court was last renovated. Nystrom said in 2015. Caylor said there are some significant cracks in the court that need addressed and a corner where water puddles that needs elevated for proper drainage. Surman said there is a one year warranty on workmanship and material. Meier said he would like to see some signage installed at the court indicating no dogs are allowed. Nystrom asked if there is a preference of the Village Board if they would like to pay for this expense out of the Keno funds or park capital outlay, if approved. The Village Board agreed to use Keno funds if the renovation project is approved.

Motion by Caylor, second by Meier, to approve the proposal from Tennis Courts Unlimited for tennis court renovations in the amount of \$9,200.00. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider proposal from Dostals Construction to install the new swimming pool slide in the amount of \$4,250.00 – Caylor said Dostals Construction is the same company that installed the playground at the pool and they have a crew that is adept at installing pool slides according to DHHS specifications. Moore asked if the company that the Village purchased the slide from (Fry & Associates) was contacted for an installation bid. Caylor said yes; however, the bid was significantly more and they were scheduled out until at least next year. Moore said he prefer to see more than one proposal for this project. Caylor said she called seven commercial pool contractors and the other six were fully scheduled through at least September. Moore asked where money would be taken for this project. Caylor said possibly the Keno account. Moore said the Keno account doesn't replenish as quickly as it used to so he would urge caution when utilizing this account. Caddy said it was his understanding that the bid before the Village Board tonight was to only put the slide together. Caylor said the bid is for building the slide and installation; the

maintenance department would need to have the water line ran to the slide and pour back the concrete. Meier asked if the maintenance department feels like they can complete the entire job or if they need assistance. Klabenes said he is more concerned with the concrete work getting done because he is not a concrete finisher. Meier said he would recommend saving the cost of slide installation for the expense of concrete work. The Village Board generally agreed to allow the maintenance department to address the slide installation and utilize funding for concrete finishing work. No action taken.

Discuss/possible action: Consider proposal from ABC Termite & Pest Control for mosquito abatement services at Eagle Municipal Park at a rate of \$500.00 per application – Surman said if the Village Board accepts the proposal for May-September a free October application is received. Weyers asked if the mosquito abatement has been successful in the past. Moore said he feels there is a noticeable difference in the number of mosquitoes present.

Motion by Weyers, 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 from May through September with a free October service application. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2021-05 entitled:

ORDINANCE 2021-05

AN ORDINANCE TO ESTABLISH COMPENSATION FOR POOL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO REPEAL 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 BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA.

The Village operates a swimming pool in the Municipality and it is necessary to pay for and compensate seasonal employees for the operation of the pool, therefore,

BE IT ORDAINED BY THE CHAIRPERSON AND THE MEMBERS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA:

Section 1. COMPENSATION SCHEDULE FOR EAGLE POOL EMPLOYEES AS FOLLOWS:

Manager: \$13.00

Asst. Manager: \$11.00

Lifeguards/Pool Operator: \$9.00

Office Assistant: \$7.00

The wage for any returning Lifeguard or Pool Operator will increase by \$0.25 per hour each season.

Section 2. The above schedule of compensation shall run for the duration of the 2021 pool season, unless amended by ordinance of the Village of Eagle.

Section 3. 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.

Section 4. That this Ordinance shall be published within the first fifteen (15) days after its passage and approved in pamphlet form, and shall be effective the 15th day from and after the passage, approval, and publication as provided herein.

Section 5. That it is the intention of the Board of Trustees of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall not become a part of the Eagle Municipal Code of the Village of Eagle, Nebraska.

Motion by Caylor, second by Meier, to accept the second reading of Ordinance 2021-05. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Caylor, to suspend the rules of three consecutive readings of Ordinance 2021-05. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Weyers, to adopt Ordinance 2021-05. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Meier, to not renew the Agreement with People Service to operate and maintain the Village of Eagle's wastewater treatment facilities. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve Task Order #3 with Schemmer in an amount not to exceed \$22,500.00 for General Engineering Services – Surman said Nystrom has had adequate time to identify the amount budgeted for engineering services in the Fiscal Year 2021 Budget; that amount is \$55,000. Nystrom said unless an explosion of miscellaneous meetings occur during the year he does not envision spending anywhere near the total amount allocated in Task Order #3. Surman said another item to keep in mind is as a developer enters the platting phases of development much of the cost will be billed back to them. Caylor asked if there was an option to

modify the task order at half of the time and expense. Nystrom and Surman offered to discuss this option with Schemmer and report back to the Village Board at a future meeting. No action taken.

Report on Streets and Maintenance – Klabenes said the park grills were installed; the Municipal Facility generator has been installed; culvert work was completed at 5th & B Street; snow equipment has been removed from trucks and washed; chipper blades were replaced and some street sweeping has been completed with the Bobcat. Klabenes successfully attended the Certified Pool Operator course in Omaha. The park restrooms are open and operational. Klabenes said new sinks and show heads were installed at the pool and the new mirrors have arrived. Concrete work continues at the pool ahead of installation of the new pool slide. Surman said potholes exist at 4th Street & Highway 34 and also at 202nd Street & Olivia Drive although these areas are not technically the responsibility of the Village. Caddy said Cass County filled the pothole along 202nd Street sometime today. Surman asked what the plan is at 6th & E Street where a water leak broke up the driving surface. Klabenes said the water leak location still needs to be identified prior to the street surface being repaired. Surman said currently a motor vehicle could be driven down the concrete walking path in the park and asked if something will be done to prevent this from happening. Klabenes said some type of post will need to be installed at the beginning of the sidewalk where it meets the parking lot. Meier asked that the sand and gravel lot adjacent to 6th & G Street continue to be cleaned up as time allows.

Report on Wells and Sewer – Klabenes said the grinder and mixer have been installed at the WWTP. There have been several water & sewer taps this month at Eagle Estates. The water leak at Eagle Elementary has been repaired. Klabenes, Caddy and Nystrom attended a training session to identify how to effectively add assets to the Village of Eagle GIS system. Meier asked if any type of planning is underway to add curb stops to properties that either do not currently have one or have one that cannot be located. Klabenes said it would be a good idea to get bids to have this work done in the near future. Meier said the camera system at the WWTP needs to be working properly since the trees have been removed north of the fence line. Caddy said cameras need to be working at the park restrooms and pool as well. Moore said the current camera system is very piecemeal and it would be a good idea to get all operating on the same system; a bid was received from Kidwell last year but it is not a cheap endeavor.

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

Report from Committees and Boards – Moore said the Human Resources Committee met with Renae Feilmeier (Bromm Lindahl Et Al) regarding amendments to the employee handbook and initial revisions and suggestions are underway. Caylor said the Health Board has been keeping tabs on COVID and currently Cass County is seeing between 0-12 cases per day. Surman asked if the Park Committee has discussed playground equipment updates on the west side of the creek. Caylor said

she has reviewed options for playground equipment as well as matching grant options. Moore asked which company is offering matching grants. Caylor said Little Tykes offers matching grants. Moore asked if the Park Committee has met with the Park & Recreation Commission to discuss ideas. Caylor said she was contacted last week by the commission. Surman asked if there was an update on the adjustable ADA ramp for the main entrance at the office. Weyers said she will plan to have this information by the next meeting. Moore said there continues to be a lot of inquiries about recycling and he hopes to have further information on options very soon. Surman said the Household Hazardous Waste event will be held at the Municipal Facility parking grounds on May 8, 2021 from 8:30-9:30 a.m.

Discuss/possible action: Consider proposals for cleaning services at the Eagle Municipal Office and Eagle Fire & Rescue Station – Three bids were received for cleaning services from KEH Cleaning Company, Spring Clean It and Taira Nystrom. Moore said prices range from \$400-\$750 monthly for weekly cleanings at both facilities. Surman asked if the preference is to have weekly cleanings at both facilities. Weyers said she personally feels both offices should be cleaned every week. The Village Board agreed. Moore said one item that was taken into consideration was access to the facilities and whether these individuals would be available during regular business hours when staff is present. Caylor said she likes the idea of hiring someone that is from and engaged in the community. Meier asked if the proposals include providing all equipment and cleaning supplies. Moore said the proposals from KEH Cleaning Company and Taira Nystrom do.

Motion by Surman, second by Caylor, to approve Taira Nystrom's proposal for cleaning services at the Eagle Municipal Office and Eagle Fire & Rescue Station Office in the amount of \$100.00 weekly. Voting: Ayes – Meier, Weyers, Caylor, Surman. Moore abstained. Motion carried.

Discuss/possible action: Consider wage increases for part-time and seasonal maintenance employees – Surman said the last wage increase for these individuals was on July 7, 2020. Moore said the Human Resources Committee felt it appropriate to consider a wage increase for these individuals due to all the extra help they've been to the maintenance department. Surman said he would be willing to hear a recommendation by the Human Resources Committee. Moore said the Village has two excellent part-time employees and he doesn't know how we could function without them.

Motion by Moore, second by Weyers, to approve a wage increase for part-time and seasonal maintenance employees in the amount of \$1.50 per hour. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Caylor, to go into executive session at 8:47 p.m. for the purpose of threatened litigation. Voting: Ayes – 5. Motion carried.

Chairperson Surman said the board has come out of executive session at 8:55 p.m. after discussing threatened litigation.

Motion by Moore, second by Caylor, to approve the Settlement Agreement and Release as submitted by the Law Offices of Crosby Guenzel LLP. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:56 p.m.

I, the undersigned Village Clerk for the Village of Eagle, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chair and Board of Trustees on April 19, 2021 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson