

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

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

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

**--PLEDGE OF ALLEGIANCE**

1. Report from Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Open Forum.
4. Discuss/possible action: Approve closure of F Street between 3<sup>rd</sup> Street and the nearest alleyway to the east on June 25, 2022 from the conclusion of the Eagle Days parade until Midnight.
5. Discuss/possible action: Parkview Avenue and Wenzel Circle Mill & Overlay Improvements Project bid opening, recommendation and award.
6. Discuss/possible action: Approve Work Order No. 3 with Snyder & Associates for Pre-Application Services for the Eagle Water System in the amount of \$17,500.
7. Discuss/possible action: Resolution 2022-02 – Installation of “No Parking” signs on the east and west sides of 6<sup>th</sup> Street (between B and C Streets) and on the north and south sides of B Street (between 5<sup>th</sup> and 6<sup>th</sup> Streets).
8. Discuss/possible action: First reading of Ordinance 2022-05 – Amending Chapter 9, Article 7, Section 9-704 of the Eagle Municipal Code by modifying the application fees for building permits.
9. Discuss/possible action: Establishing a USDA Reserve Account for Eagle Facilities & Grounds Association at Riverstone Bank.
10. Discuss/possible action: Update on community recycling program.
11. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
12. Discuss/possible action: Approve claims.
13. Report from Attorney.
14. Report from Clerk/Treasurer.
15. Discuss/possible action: Accept resignation of Travis Moore as a member of the Village of Eagle Board of Trustees.

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



May 26, 2022

Village of Eagle  
727 South 1<sup>st</sup> Street, Suite 200  
Eagle, NE 68347

RE: PARKVIEW AVENUE & WENZEL CIRCLE MILL & OVERLAY IMPROVEMENTS  
RECOMMENDATION FOR CONTRACT AWARD

To whom it may concern:

Bids were received by the Village of Eagle for this project on May 19, 2022. Two bids were received as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Bid Alternate</u>	<u>Bid Total</u>
Pavers Inc. Waverly, NE	\$ 46,774.00	\$ 29,849.70	\$ 76,623.70
Cather and Sons Construction, Inc. Lincoln, NE	\$ 54,816.25	\$ 29,400.00	\$ 84,216.25

Pavers Inc. out of Waverly, Nebraska was the apparent low bidder, but their bid was non-responsive, as their bid did not meet the specified project completion date. Cather and Sons Construction, Inc. out of Lincoln, Nebraska was the lowest responsive bidder, with a bid total approximately 10% above Pavers Inc. Snyder & Associates, Inc. has reviewed the bid total and has found no discrepancies. We recommend award of the construction contract to the lowest responsive bidder, Cather and Sons Construction, Inc. for mill and overlay work on both Parkview Avenue (base bid) and Wenzel Circle (bid alternate) in the amount of \$84,216.25. If you have any questions, please contact me.

Sincerely,

SNYDER & ASSOCIATES, INC.

Barbara Johnston, PE  
Project Manager

# **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 approximate removal of 2,285 SY existing 2” asphalt overlay, and replacement with 265 TN 2” surface asphalt course for a base bad. Also included will be an add alternate for an additional 1,498 SY of pavement removal and replacement with 174 TN 2” surface asphalt course with 22 SY of full-depth asphalt patching.

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Parkview Avenue / Wenzel Circle 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 on or before **July 22, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 26, 2022**.

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	\$ 2,000.00	\$ 2,000.00
2	Traffic Control	LS	1	\$ 250.00	\$ 250.00
3	Asphalt Mill, 2"	SY	2,285	\$ 5.00	\$ 11,425.00
4	Asphalt Concrete Surface Course, Type SLX	TN	265	\$ 155.25	\$ 41,141.25
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					<b>\$ 54,816.25</b>

Alternate Bid					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Traffic Control	LS	1	\$ 250.00	\$ 250.00
2	Asphalt Mill, 2"	SY	1,498	\$ 5.00	\$ 7,490.00
3	Asphalt Concrete Surface Course, Type SLX	TN	174	\$ 115.00	\$ 20,010.00
4	Full Depth Asphalt Patch	SY	22	\$75.00	\$ 1,650.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					<b>\$ 29,400.00</b>

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) **Eighty-Four Thousand Two Hundred Sixteen dollars and Twenty-Five Cents (\$ 84,216.25).**
- 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 N/A to N/A 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® C700, 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 **June 8, 2022** (which is the Effective Date of the Contract).

Owner:

**Village of Eagle, Nebraska**  
**727 South 1<sup>st</sup> 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: \_\_\_\_\_

## Supplement to the Standard Professional Services Master Agreement

Project No.: 122.0160

Work Order: 003

Effective Date: 6/7/2022

Snyder & Associates, Inc. (Consultant) agrees to provide to Village of Eagle, Nebraska (Client) the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the "Snyder & Associates, Inc. Standard Professional Services Master Agreement" executed by and between Consultant and Client on the 7<sup>th</sup> day of December, 2021.

**PROJECT NAME:** Pre-Application Services for Water System

**PROJECT DESCRIPTION:**

The Water Wastewater Advisory Committee (WWAC) is an advisory panel for municipalities, counties, and Rural Water Districts (RWDs) seeking public financing. WWAC member agencies include the Nebraska Department of Environment and Energy (NDEE), USDA Rural Development, and Nebraska Department of Economic Development (NeDED). Nebraska state and federal funding agencies adopted a common Preliminary Engineering Report (PER) and preapplication format that they all use to reduce the costs to applicants in developing a project. Funding sources covered under this preapplication include the NDEE State Revolving Fund (SRF) Loan Program, the USDA RD Water and Waste Disposal Program, and NeDED Community Development Block Grants (CDBG).

The Village of Eagle is preparing for numerous future improvements for their water system. Snyder & Associates, Inc. will provide Pre-Application Services for the water system in accordance with the WWAC process, which will include Pre-Application forms, Facility Plans, and Preliminary Engineering Reports.

**SCOPE OF WORK:**

*The following Tasks will be completed for the water facilities only.*

Pre-Application, Facility Plan, and PER

- A. Prepare preliminary phasing of improvements to prioritize the order of construction.
- B. Provide planning and design schedule.
- C. Complete alternatives analysis for necessary improvements.
- D. Develop order of magnitude project cost estimates for the work included in the project area. The cost estimates shall include both construction and non-construction costs.
- E. Prepare and submit a facility plan and preliminary engineering report signed by a Professional Engineer in the State of Nebraska to the NDEE for approval. Submitted report to include:
  - a. Description for project planning including location, environmental resources, population trends, and community engagement.
  - b. Description of existing facilities including location, history, condition, financial status, and audits.
  - c. Alternatives analysis including description of alternative, design criteria, map, environmental impacts, land requirements, potential construction problems, sustainability considerations, cost estimates, and alternative evaluation including life cycle analysis and non-monetary factors.
  - d. Description of recommended alternative for proposed project including preliminary project design, permit requirements, sustainability considerations, total project cost estimate, annual operating budget, and land rights.
  - e. Conclusions and recommendations for development of project.
- F. Coordination with WWAC technical and financing subcommittees through review period.

Meetings:

One (1) review meeting with WWAC technical subcommittee within 30 days of submitting the Pre-Application.

One (1) meeting with WWAC financing subcommittee following technical review.

Schedule:

The project milestone schedule is as follows:

<b>Milestone</b>	<b>Date</b>
Notice to Proceed	June 8, 2022
Submit Engineering Report to NDEE	October 2022
WWAC Review Meeting(s)	November 2022

**COMPENSATION:**

Total Fee – Lump Sum \$17,500

**SPECIAL TERMS AND CONDITIONS:**

Additional Services not included in this scope:

- Meetings and/or site visits above those listed in the scope of services.
- Submittal fees to any and all regulatory agencies.
- Any additional water quality testing required.
- Publication fees.
- Individual funding applications and coordination.
- Facility condition assessments.
- Meetings above those listed in the scope of services.
- Revisions above those listed in the scope of services.
- New inspections of water or sanitary sewer infrastructure.
- Risk analysis.
- Flow and rainfall monitoring.
- Design, bidding, and construction services.
- Any items not outlined in the scope of services.

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

Village of Eagle, Nebraska (Client)  
(Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Consultant)

By: \_\_\_\_\_  
(Authorized signature and Title)

By: \_\_\_\_\_  
(Authorized signature and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 2022-02**

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 6<sup>th</sup> Street and C Street, then continuing North on the East and West sides of 6<sup>th</sup> Street to the terminus of 6<sup>th</sup> Street; and,

Commencing at the intersection of 6<sup>th</sup> Street and B Street, then continuing East on the North and South sides of B Street to the intersection of 5<sup>th</sup> Street and B 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 East and West sides of 6<sup>th</sup> Street and on the North and South sides of B 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 June, 2022.

VILLAGE OF EAGLE, NEBRASKA

(SEAL)

By: \_\_\_\_\_  
John Surman, Its chair

\_\_\_\_\_  
Nick Nystrom, Its Village Clerk

## ORDINANCE NO. 2022-05

AN ORDINANCE OF THE VILLAGE OF EAGLE, CASS COUNTY, NEBRASKA, TO AMEND CHAPTER 9, ARTICLE 7, SECTION 9-704 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO BUILDING PERMIT FEES; TO PROVIDE THAT THE CHAIR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE HEREBY AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; 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 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 AND APPROVAL, AS PROVIDED BY LAW AND AS PROVIDED HEREIN; AND TO PROVIDE THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, Nebraska Revised Statutes provide that a Village of the State of Nebraska may adopt Building Regulations and impose fees, and,

WHEREAS, a modification of the application fees for building permits is in order.

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 the Chairman and Board of Trustees of the Village of Eagle, Nebraska, do hereby amend Municipal Code Chapter 9, by amending Section 9-704 as follow:

### **§9-704 BUILDING PERMITS; FEES.**

Before issuing any permit for the building of any new building or for the alteration or remodeling of any building, there shall be charged the owner of

the real estate upon which said alteration, remodeling, moving, relocating, or building is taking place, a permit fee which shall be as follows:

A. Base Rate for all Building Permits:

Construction Cost	Base	for each Thousand
\$500 or Less	\$23.50	\$0
\$501 to \$2000	\$23.50	\$3.05 over \$500
\$2001 to \$25,000	\$69.25	\$14.00 over \$2,000
\$25,001 to \$50,000	\$391.25	\$10.10 over \$25,000
\$50,001 to \$100,000	\$634.75	\$7.00 over \$50,000
\$100,001 to \$500,000	\$993.75	\$5.60 over \$100,000
\$500,001 to \$1,000,000	\$3233.75	\$4.00 over \$500,000
Over \$1,000,000	\$5608.75	\$3.15 over \$1,000,000

The Permit Fee shall be calculated as follows:

The Base Fee for a given Construction Cost plus the scheduled amount for each thousand dollars over the bottom of the range.

For Example:

For a construction cost of \$139,579, the formula would be as follows:

\$993.75 (Base) added to 40 (\$39,579, rounded to \$40,000, divided by 1,000) X \$5.60 (\$224) = \$1,217.75.

B. New Construction Residential, Commercial or Industrial Use Structures: Additional \$500.00 fee per permit application for a new construction primary residential, primary commercial or primary industrial structure.

C. An occupancy permit deposit shall also be made to the Municipal Clerk in the amount of \$250.00 for each Residential Primary Use Structure and \$100.00 for each Accessory Structure. Said deposit shall be returned to the applicant upon the issuance of the final occupancy permit. In the event occupancy occurs prior to the receipt of the permit, the deposit shall become non-refundable and forfeited by the applicant. The applicant may also be subject to other penalties imposed elsewhere in the Municipal Code.

Note:

- ALL CONSTRUCTION COSTS OVER \$2000 SHALL BE ROUNDED UP TO THE NEXT \$1000
- THE CONSTRUCTION COST SHALL INCLUDE: ALL ELECTRICAL, PLUMBING, HVAC, PAVING, AND OTHER WORK RELATED TO THE VALUE OF THE IMPROVEMENT. LOT VALUES SHALL NOT BE INCLUDED AS PART OF THE CONSTRUCTION COST.

D. The Zoning Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
  2. Not more than 85% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
  3. Not more than 50% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.
- E. All building permits as set forth in this Article must be applied for and obtained before construction of any work is begun upon the building or remodeling. If construction or work is begun prior to obtaining the permit, the Municipality shall charge and collect double the amount of the fee, plus any costs related to investigation and legal action.
- F. In the event construction commences without the application and/or payment of the fees set forth above, a warning will be issued by the Building Inspector, and if the warning is not complied with, within the time allowed, all fees shall be increased to double what the fee would have been if applied for prior to construction. This penalty shall be in addition to any other power conferred upon the Building Inspector by the relevant building code or municipal code, or both.

Section 3. That the Chair and 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 within the first 15 days after its passage and approval either in pamphlet form or by posting in three public places within the Village of Eagle, Nebraska, and shall be effective on the 15<sup>th</sup> day from and after its passage, approval, and publication as provided herein.

Section 7. That the provisions of this Ordinance shall become and be made a part of the Eagle Municipal Code and the sections of this Ordinance may be renumbered to accomplish such intention.



PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF EAGLE, NEBRASKA

By: \_\_\_\_\_  
John Surman, Its Chairman

ATTEST:

\_\_\_\_\_  
Nick Nystrom, Its Clerk

(SEAL)

## VILLAGE OF EAGLE

May 16, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on May 16, 2022 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Motion by Weyers, second by Caylor, to approve the bid from Eagle Automotive for two new tires for the Unit 11 Rescue Squad in the amount of \$1,038.88. Voting: Ayes – 5. Motion carried.

Open Forum – Marcus Hochstein (625 S. 4<sup>th</sup> St.) said there is a pipe sticking out of the ground east of the swimming pool that he would be willing to dig up and remove if it can be determined what purpose it serves; currently, the pipe appears to serve no purpose but is potentially a safety hazard. Surman recommended flagging the pipe if a determination cannot be made on its purpose. Klabenes said he has been told in the past the pipe was part of an old gas meter from when a house sat on the property. Larry Gilliam (400 Parkview Ave.) discussed his concerns with a cottonwood tree along the perimeter of his property that is beginning to lean and has branches overhanging his roof; he received one estimate from Christiansen Tree Service in the amount of \$3,230.00 to remove the tree and asked if the Village Board would be willing to pay a portion of the cost. Surman said taxpayer dollars cannot be spent in Open Forum but if the Village Board has interest in entertaining this idea it can be discussed at a future meeting. The Village Board generally agreed that assisting a private property owner in the removal of a tree would set a precedent and declined the option to discuss this matter further at a later date. Christine Monk (700 Applewood Dr.) introduced herself as the neighbor to Gilliam and said she has concerns with liability and where the property lines exist in comparison to where the tree stands. Surman encouraged the two neighboring property owners to discuss the matter collectively ahead of taking any action on removing the tree.

Motion by Moore, second by Meier, to approve American Playground's proposal for new playground equipment on the west side of Eagle Municipal Park and Black Diamond Enterprises' proposal to provide 47b sand and gravel for the playground surface area in an amount not to exceed \$35,000. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve Eagle Vision's requests as presented for Eagle Days on June 25, 2022. Voting: Ayes – Meier, Moore, Caylor, Weyers. Nays – Surman. Motion carried.

Motion by Moore, second by Meier, to approve Gordon Electric's proposal for electrical installation of the booster pump for the swimming pool slide in the amount of \$1,208.89. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to introduce Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2022-04 entitled:

**ORDINANCE NO. 2022-04**

AN ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA, TO AMEND CHAPTER 3, ARTICLE 1, SECTION 3-126 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO THE ADOPTION OF A DROUGHT EMERGENCY CONTINGENCY PLAN; TO PROVIDE THAT THE CHAIR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE HEREBY AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; 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 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 BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILAGE OF EAGLE, NEBRASKA, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

Motion by Moore, second by Meier, to accept the first reading of Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to suspend the rules of three consecutive readings of Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Caylor, to adopt Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

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

The meeting was adjourned at 8:16 p.m.

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson

## VILLAGE OF EAGLE

May 16, 2022

The Village Board of Trustees met in regular session at 7:00 p.m. on May 16, 2022 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Report from Fire & Rescue – Luke Renken (Fire Captain) reported 15 rescue calls, 2 fire calls and 3 car accidents since the April 18, 2022 board meeting. Several members will be attending Nebraska Fire School beginning this week.

Motion by Weyers, second by Caylor, to approve the bid from Eagle Automotive for two new tires for the Unit 11 Rescue Squad in the amount of \$1,038.88. Voting: Ayes – 5. Motion carried.

Open Forum – Marcus Hochstein (625 S. 4<sup>th</sup> St.) said there is a pipe sticking out of the ground east of the swimming pool that he would be willing to dig up and remove if it can be determined what purpose it serves; currently, the pipe appears to serve no purpose but is potentially a safety hazard. Surman recommended flagging the pipe if a determination cannot be made on its purpose. Klabenes said he has been told in the past the pipe was part of an old gas meter from when a house sat on the property. Larry Gilliam (400 Parkview Ave.) discussed his concerns with a cottonwood tree along the perimeter of his property that is beginning to lean and has branches overhanging his roof; he received one estimate from Christiansen Tree Service in the amount of \$3,230.00 to remove the tree and asked if the Village Board would be willing to pay a portion of the cost. Surman said taxpayer dollars cannot be spent in Open Forum but if the Village Board has interest in entertaining this idea it can be discussed at a future meeting. The Village Board generally agreed that assisting a private property owner in the removal of a tree would set a precedent and declined the option to discuss this matter further at a later date. Christine Monk (700 Applewood Dr.) introduced herself as the neighbor to Gilliam and said she has concerns with liability and where the property lines exist in comparison to where the tree stands. Surman encouraged the two neighboring property owners to discuss the matter collectively ahead of taking any action on removing the tree.

Discuss/possible action: Consider proposals for new playground equipment on the west side of Eagle Municipal Park – Elizabeth Umshler (Park & Recreation Commission) provided the Village Board with two proposals for new playground equipment from AAA State of Play (\$26,517.90) and American Playground

(\$25,725.00). Additionally, two estimates were received from Black Diamond Enterprises for pea gravel (\$6,768.75) or 47b sand and gravel (\$3,920.25) for the playground area surface. Following up with questions from the last meeting, Umshler said American Playground does not charge an additional fee for grading; whereas, AAA State of Play's proposal includes grading in the quote but potentially will cost an additional \$700 if the company needs to rent a bucket to have on site. Umshler said both quotes include the removal of existing equipment. Neither company provides a bond; however, timeframes are 3-4 months out on installation for both quotes. Umshler said her recommendation would be to award the project to American Playground, not only because they were the lowest bidder, but also because they have been much more responsive in their communication. Further discussion was held on mounting of the new equipment and surface types for the playground area. Caylor asked what was budgeted this year for playground equipment and also the swimming pool repairs. Nystrom said \$40,000 was budgeted for playground equipment; \$20,000 for pool repairs; and \$20,000 for the pool filter system; the pool filter system will come in under budget but pool repairs are still ongoing. Moore thanked Umshler and the rest of the Eagle Park & Recreation Commission for all of their hard work on the project.

Motion by Moore, second by Meier, to approve American Playground's proposal for new playground equipment on the west side of Eagle Municipal Park and Black Diamond Enterprises' proposal to provide 47b sand and gravel for the playground surface area in an amount not to exceed \$35,000. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve the following requests by Eagle Vision for Eagle Days on June 25, 2022:

Street closings, barricades, no parking signs and parade route – Moore asked if the parade route is the same as last year. Cassidi Denton (Eagle Vision) said no; the parade route will now begin and end at Eagle Elementary to help alleviate traffic during the car show.

Street dance and associated closures – Terri Todd (Eagle Vision) said the street dance will be in the same location as last year on Main Street. Surman asked what time Main Street will be closed for the street dance. Denton said typically the street is closed beginning around 5:00 p.m.

Waiver of vendor fees – Surman said the waiver of vendor fees was something that started years ago in an attempt to help resurrect Eagle Days; his primary concern is food truck vendors are now required to file an application and receive individual approval from the Village Board when conducting business on municipal property. Moore said with the passage of the new mobile food vendor ordinance, it will be a learning curve for everyone; he does not want to charge a fee during Eagle Days; however, he also does not want to give out an annual permit where the same vendor can come back to town for the rest of the year at no cost; currently, there is no provision in the ordinance that allows for anything less than an annual permit. Moore

said he would like to recommend waiving the vendor fee and permit application specifically for June 25, 2022 and look into amending the ordinance at a later date and prior to next year's event.

Fireworks display at the Eagle Community Park – Surman said the biggest concern in the past is ensuring fireworks debris doesn't land in the swimming pool. Nystrom said the individual responsible for the fireworks display must receive signed approval from the Eagle Fire Chief prior to the event.

Location of car show – Denton said the car show again will be held in the empty lot east of the swimming pool.

Free admittance to the Eagle Pool – The Village Board generally agreed to allow for free admittance to the Eagle Pool on June 25, 2022.

Rental of seven portable toilets from Al's Johns (\$95.00 per unit) – Surman said there have never been seven portable toilets rented for Eagle Days supported by the Village Board. Denton said there was no request for portable toilets during the annual garage sale event this year so the hope was to get an additional three for Eagle Days. Todd said Eagle Vision finances the annual Eagle Days celebration on its own and it is not uncommon for other communities to assist their non-profit groups with some of the cost; in the future, Eagle Vision would potentially like to see more financial assistance from the Village Board. Surman said at some point the Village Board needs to draw the line with how far they are willing to go with financing Eagle Days because they are accountable to the taxpayers with how money is being spent. Terry Caddy asked if the bar is involved with helping finance Eagle Days. Todd said Eagle Vision receives all money from admittance into the street dance. Moore said he hates to see the Village Board squabble over portable toilets because the alternative is people will urinate in the streets.

Motion by Weyers, second by Caylor, to approve Eagle Vision's requests as presented for Eagle Days on June 25, 2022. Voting: Ayes – Meier, Moore, Caylor, Weyers. Nays – Surman. Motion carried.

Motion by Moore, second by Meier, to approve Gordon Electric's proposal for electrical installation of the booster pump for the swimming pool slide in the amount of \$1,208.89. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to introduce Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

Chairperson Surman read Ordinance 2022-04 entitled:

## ORDINANCE NO. 2022-04

AN ORDINANCE OF THE VILLAGE OF EAGLE, NEBRASKA, TO AMEND CHAPTER 3, ARTICLE 1, SECTION 3-126 OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, PERTAINING TO THE ADOPTION OF A DROUGHT EMERGENCY CONTINGENCY PLAN; TO PROVIDE THAT THE CHAIR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE VILLAGE OF EAGLE, NEBRASKA, ARE HEREBY AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; 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 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 BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILAGE OF EAGLE, NEBRASKA, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

WHEREAS, Section 3-126 of the Municipal Code of the Village of Eagle, Nebraska, addresses any short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals, and actions.

WHEREAS, the demand to provide water service to the users of the Municipal system has changed and an amendment to the same is in order, and

WHEREAS, the Chairperson and Board of Trustees of the Village of Eagle, Nebraska, do desire to amend the drought emergency contingency plan after analyzing current and projected water usage data.

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 Chapter 3, Article 1, Section 3-126 of the Municipal Code of the Village of Eagle, Nebraska, shall be amended to read as follows:

### **§3-126 ADOPTION OF DROUGHT EMERGENCY CONTINGENCY PLAN**

The Municipality of Eagle shall address any short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals, and actions. Each stage is more stringent in water use than the previous stage since there will be a greater deterioration in water supply conditions. The Chairperson of the Board, or Mayor, is hereby authorized to implement the appropriate conservation measures as set forth in this section, when any of the conditions have been reached which would qualify for any of the specific stages. The Chairperson, or Mayor, is given discretion to declare each particular stage as deemed appropriate by the Chairperson, or Mayor, by reviewing the severity of the trigger conditions and other additional information, and is further authorized to implement conservation measures within the guidelines provided for each particular stage.

### **STAGE ONE: WATER WATCH**

This stage is triggered by any one of the following conditions:

1. Ground water levels have fallen five feet below normal seasonal levels.
2. Demand is in excess of ~~175,000~~ 200,000 gallons per day for 3-consecutive days.

#### **GOALS:**

The goals of this stage are to heighten awareness of the public of the water conditions and to maintain the integrity of the system.

#### **MANAGEMENT ACTIONS:**

1. Leaks will be repaired within 48 hours of detection.
2. The Municipality will monitor its use of water and will curtail activities such as hydrant flushing and/or street cleaning.

#### **REGULATION ACTIONS:**

The public will be informed through the local media of the water watch and be asked to voluntarily reduce outdoor water use and to efficiently use water for indoor purposes; for example, washing full loads of clothing and/or dishes, limiting the length and frequency of showers, or checking for water leaks and dripping of faucets to prevent any unnecessary use of water.

### **STAGE TWO: WATER WARNING**

This stage is triggered by any one of the following conditions:

1. Ground water levels have fallen ten feet below normal seasonal levels.
2. Demand is in excess of ~~175,000~~ 200,000 gallons per day for 7-consecutive days.

#### **GOALS:**

The goals of this stage are to reduce peak demands by 20% and to reduce overall weekly consumption by 10%.



#### MANAGEMENT ACTIONS:

1. The water tower supply will be monitored daily in addition to the amounts pumped from each well.
2. Leaks will be repaired within 48 hours of detection.
3. Water height in the water tower dictates our water pressure. The amount pumped from each well is dictated by that level.
4. The Municipality will curtail its water usage, including watering of any Municipal grounds and/or the washing of vehicles.

#### REGULATION ACTIONS:

In addition to the regulation actions under Stage One, the following regulatory authority may be exercised by the Chairperson of the Board, or Mayor:

1. An odd/even lawn watering system will be imposed on Municipal residents. Residents with odd-numbered houses will water on odd days defined as Tuesday, Thursday, and Saturday; and even-numbered houses will water on even days defined as Wednesday, Friday and Sunday.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 a.m. and after 9:00 p.m. on the above days.
3. Refilling of private swimming pools will be limited to one day a week and only after sunset.
4. Waste of water will be prohibited.

#### **STAGE THREE: WATER EMERGENCY**

This stage is triggered by any one of the following conditions:

1. Ground water levels have fallen 10 feet below normal seasonal levels.
2. Pumping lowers water levels to within five feet of the top of the well screens.
3. Demand is in excess of ~~175,000~~ 200,000 gallons per day for 12-consecutive days.

#### GOALS:

The goals of this stage are to reduce peak demands by 50% and to reduce overall consumption by 25%.

#### EDUCATION ACTIONS:

1. The Municipality will make news releases to local media describing current conditions and indicate the water supply outlook for the Municipality.
2. The Municipality will hold public meeting(s) to discuss the emergency and the status of the water supply outlook.

#### MANAGEMENT ACTIONS:

1. The water supplies in the Municipal water tower will be monitored daily as well as the amounts pumped from each well.
2. Leaks will be repaired within 24 hours of detection.

3. We shall regulate pumping from each well to insure that the water levels remain over the well screens.
4. The Municipality shall contact Rural Water as a possible cross-connection hook-up for an emergency contingency plan.

#### REGULATION ACTIONS:

In addition to the regulation actions available under Stage Two, the following regulatory authority may be exercised by the Chairperson of the Board, or Mayor:

1. Outdoor water use will be banned, except for businesses which require outdoor water use to operate.
2. Waste of water will be prohibited.

#### ENFORCEMENT - PENALTY:

In the event that any water consumer fails to comply with the regulatory action taken by the Municipality, the Chairperson, or Mayor, may direct the immediate discontinuance of water service to the location which is not in compliance with the imposed restrictions. Water service may be resumed once the Chairperson, or Mayor, has been provided adequate evidence to show that compliance has been instituted and that compliance will continue under the imposed restrictions.

Section 4. That the Chair and the appropriate Department, whether one or more, of the Village of Eagle, Nebraska, are hereby authorized and directed to implement this Ordinance.

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 should any section, paragraph, sentence of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of the Chair and Governing Body of the Village of Eagle, Nebraska, 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 7. 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 on the 15<sup>th</sup> day from and after its passage, approval, and publication, as provided herein.

Section 8. That it is the intention of the Chair and Governing Body of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall amend the Municipal Code of the Village of Eagle, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

Motion by Moore, second by Meier, to accept the first reading of Ordinance 2022-04.  
Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Meier, to suspend the rules of three consecutive readings of Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Caylor, to adopt Ordinance 2022-04. Voting: Ayes – 5. Motion carried.

Report on Streets and Maintenance – Surman said bid openings for the Parkview Avenue and Wenzel Circle asphalt mill and overlay projects will be held at the Village Office on May 19, 2022 at 11:00 a.m. Klabenes said the culvert at the north end of the park was replaced; otherwise, the majority of last month was been spent on working at the pool. Meier said the Unit 10 Ambulance is in need of an oil change.

Report on Wells and Sewer – Klabenes said two manholes have been prepared to have new concrete poured around them; new water meter radios are being installed as inventory permits; six loads of sludge was hauled out of the WWTP; the automatic gate opener at the WWTP was installed; and manhole locations were identified south of Highway 34 for future proposed development. Surman said a memorandum was received from Snyder & Associates pertaining to financing options for water and sewer improvement projects. At the last meeting, Snyder & Associates discussed potential funding sources for costs associated with the proposed improvements and tonight they shared a summary of these improvements, costs and estimated timelines. Surman said Snyder & Associates is looking for some direction from the Village Board on how to proceed with pre-application documentation for funding through the Water Wastewater Advisory Committee (WWAC). The Village Board agreed to remove the booster station, at an estimated cost of \$575,400, from the list of items in which financing options are being considered. Nystrom was directed to contact Barbara Johnston (Snyder & Associates) to move forward with developing an Engineering Scope of Service for seeking funding through WWAC.

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

Report from Committees and Boards – Meier said he spoke with the Pool Manager and informed her any outstanding lifeguard applications need to be submitted to the office by the end of the week. The Eagle Park & Recreation Commission will meet on May 25, 2022 at 6:30 p.m. Moore said the park restrooms have been in rough shape lately (dirty, lack of toiletries, etc.) and asked that maintenance spend a little extra time each day to make sure they are taken care of properly; if needed, he would support the idea of having one deep clean per week performed by the Village's contracted commercial cleaner. Moore said the conceptual drawing for a meeting space at the Eagle Municipal Facility has been received from Riley Design. Surman said in the event the public isn't already aware; in a good year, the swimming pool loses approximately \$50,000 to operate; this figure only increases during years in which significant repairs and maintenance are required for it to function properly. Meier said he is still awaiting a timeframe to get the new village-wide security camera

system installed and asked if there is anything else that can be done to expedite the process. Moore said there is no way to expedite the process when a lot of the parts we are waiting for are built overseas and there are supply issues at hand. Meier asked if there is an update on warranty repair work at the tennis court. Nystrom said he was not a part of the initial discussion but can follow up with the vendor. Meier said the monument sign on 4<sup>th</sup> & Highway 34 is not displaying and the light for the flag is not working.

The meeting was adjourned at 8:16 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 May 16, 2022 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

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Nick Nystrom  
Village Clerk

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John Surman  
Chairperson