

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
JULY 21, 2025  
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 Fire & Rescue.
2. Discuss/possible action: Consider proposals for architectural services for a new Fire & Rescue facility.
3. Discuss/possible action: Approve Eagle Fire & Rescue Pool Party on August 2, 2025.
4. Discuss/possible action: Set closing date of August 10, 2025 for the Eagle Pool for the 2025 season.
5. Discuss/possible action: Approve Eagle Lifeguard Pool Party on August 11, 2025.
6. Open Forum.
7. Discuss/possible action: Consider estimate from Nebraska Curb and Fence, LLC, on behalf of Eagle Vision, for updates to the Eagle Municipal Park Ballfield in the amount of \$21,450.00.
8. Discuss/possible action: Approve Terms and Conditions for Professional Consulting Services with SCS Engineers as part of the NET Waste Diversion-Recycling Grant in an amount not to exceed \$100,000.
9. Discuss/possible action: Approve Culvert Agreement between Tim Masek and the Village of Eagle at 840 South 3<sup>rd</sup> Street.
10. Discuss/possible action: Approval of public works employee(s) attending a Grade II Wastewater training class and examination in Lincoln from August 25-28, 2025 at a cost of \$550.00 per person.
11. Report on Streets and Maintenance.
12. Report on Wells and Sewer.
13. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
14. Report from Committees and Boards.

**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.**



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## LETTER OF AGREEMENT

This Agreement is made and entered into as of May 20th, 2025 by and between:

**EAGLE FIRE AND RESCUE**, 747 S. 2nd St., Eagle, Nebraska 68347 hereinafter called the "OWNER", and

**ARCHITECTURAL DESIGN ASSOCIATES, P.C.**, Suite A, 3410 "O" Street, Lincoln, Nebraska, 68510, hereinafter called the "ARCHITECT", for the following Project:

**EAGLE FIRE STATION**  
747 S 2<sup>nd</sup> Street, Eagle, Nebraska 68347

The OWNER and ARCHITECT agree as set forth below:

### SCOPE OF WORK:

General Features: Based on our conversations and floor plans provided, provide architectural and engineering services to design a 11,100 s.f. Pre-Engineered Metal Building to replace the existing Fire Station. The building is approximately 84' x 132'.

Functional Spaces: The fire station will be a single story structure, clear span structure with a conference / meeting room, restrooms, shower room, mechanical room, warming kitchen and a possible mezzanine above the meeting room area.

Structural Systems: The structural system will consist of footing and foundation systems to be coordinated with the selected building supplier. Structural design to be provided by Structural Design Group, Lincoln NE.

Exterior Finishes: Exterior finishes will be pre-finished metal panels for walls and roof.

Interior Finishes: Interior finishes will be coordinated with the owner and selected representatives for the owner with coordination by the architect..

Mechanical (HVAC) Systems: The HVAC system is assumed to be a split system furnace/AC at the front office area. Ceiling mounted radiant heating, or other similar utility HVAC system for the vehicle such as a roof-top unit.

Electrical Systems: Electrical systems will include general lighting and power systems, with phone/data locations indicated (for installation by your IT providers). Site lighting will be included for building mounted lighting. Other power requirements for Generators and other customary equipment will be included.

Plumbing Systems: Plumbing systems will be typical to commercial standards for commercial finishes including the restrooms and break room. A sand/oil separator system will be designed if required in the vehicle area.

Site Features: Site design will include location of the building, parking, and sidewalks. Included will be design for the Storm Water Pollution Prevention Plan (SWPPP), landscaping as required by the City, grading, storm drainage, site utilities, sanitary lines. Services include field work, research and drafting to complete the boundary and topographical survey of the site.

#### **BASIC SERVICES:**

1. The Architect will provide architectural design services; structural, mechanical, electrical, plumbing (MEP), and civil engineering services for the following design process phases: Schematic Design, Design Development, Construction Documents, pricing, and Construction Administration Phases.
  - a) Schematic Design documents will include a preliminary Site Plan and preliminary Floor Plan to establish a buildable footprint, room sizes and relationships.
  - b) Design Development documents will include a further development of the Site Plan and Floor Plan for the layout and size of rooms, Exterior Elevations, Interior Elevations, Electrical layout of light locations, power locations and phone/data locations, and HVAC and plumbing design layout.
  - c) Construction Documents will provide for definition of bidding and contract documents and include a Vicinity Plan; civil engineer's Site Survey, Site Plans showing site layout, grading/drainage, erosion control, paving, landscaping, site utilities; Architectural Floor Plan, Reflected Ceiling Plan, Roof Plan, Room Finish Schedule, Window Schedule, Door/Frame/Hardware Schedule, Exterior Elevations, Building Sections, Wall Sections, Interior Room Elevations, Details and Notes, casework elevations; Structural Plans including footings, interior structural framing, details and notes; and MEP layout plans, schedules and notes, including data/communication locations (wiring by others).
  - d) Bidding and Negotiation Services include aiding the owner in the bidding process, responding to Requests for Information, evaluation of alternate products and issuance of any addenda prior to the receipt of bids.
  - e) Construction Administration services include on-site periodic observations; review and approval of shop drawings; responding to Requests for Information; preparation of any Change Orders required; evaluation and approval of Contractor's Pay Applications and final 'punch list' inspections.
2. Review meetings with City or State code officials are included.
3. Structural engineering will be provided by [SDG](#) of Lincoln, NE.
4. Mechanical, electrical and plumbing (MEP) engineering services will be provided by [Advanced Engineering Systems, Inc.](#) of Lincoln, NE.
5. Civil Engineering will be provided by [E&A Consulting](#) of Lincoln, NE.

#### **SERVICES NOT INCLUDED:**

1. As agreed, the ARCHITECT shall not furnish or provide the following services:
  - a) Re-platting or final platting services.
  - b) Creation of temporary or permanent easements.
  - c) Pre- and Post-ALTA surveys.
  - d) Any opinions of probable construction costs (By OWNER's construction team).
  - e) Record Drawings (As-Built drawings).

- f) Fees for building permit fees, impact fees, EO (Executive Order) application fees, title policy research fees, etc. (Reimbursable expense).
  - g) Geotechnical engineering services including soils testing, laboratory evaluation and written reports to establish bearing capacity of existing soils.
  - h) Special Inspections required by building codes.
  - i) Any required Special Use Permit applications, amendments or city zoning revisions.
2. Any additional services will be invoiced at our standard hourly rates or preapproved agreement. See attached schedule.

#### **COMPENSATION:**

1. The OWNER shall compensate the ARCHITECT a lump sum fixed fee of:

**EIGHTY SEVEN THOUSAND, SIX HUNDRED DOLLARS (\$ 87,600.00)**

Fees per design discipline breakdowns are as follows:

Architectural – ADA	\$32,000
MEP – Advanced Engineering Systems	\$30,000
Structural Design – RO Youker	\$12,000
Civil Design – Miller & Associates	\$13,600

- 1. An INVOICE will be prepared during the first week of each month for work completed during the previous month and submitted to the OWNER. Payment shall be made to the ARCHITECT within 30 days from the date of the INVOICE.
- 2. Reimbursable expenses will be indicated on the monthly invoice and include code-required permit review fees; OWNER requested drawings and copies of documents; reproductions of final bidding/permit/construction drawings and specifications; travel expenses for out-of-city trips; delivery service fees; postage and other expenses listed on the attached schedule.
- 3. Additional Services requested by the OWNER and other additional services due to changes in the Scope of the Work as described above, will require OWNER'S approval, and would be invoiced on an hourly basis as per the current hourly rates or a lump sum as agreed upon by both the OWNER and the ARCHITECT. See the attached "2024 Hourly Billing Rate Schedule" for hourly rates.

#### **INSURANCE:**

1. The ARCHITECT agrees to carry insurance in the following amounts:

Workers Compensation:	Statutory.
General Liability:	\$1,000,000 aggregate and each occurrence.
Automobile Liability:	\$1,000,000 combined single limit.
Professional Liability:	\$1,000,000 aggregate.

#### **LIMITATION OF LIABILITY:**

1. In recognition of the relative risks and benefits of the project to both the OWNER and the ARCHITECT, the risks have been allocated such that the OWNER agrees, to the fullest extent

permitted by law, to limit the liability of the ARCHITECT and ARCHITECT'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ARCHITECT and ARCHITECT'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$150,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **STANDARD OF CARE:**

1. In providing services under this Agreement, the ARCHITECT and the ARCHITECT'S sub-consultants shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time and in the same or similar locality.
2. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
3. The ARCHITECT and the ARCHITECT'S sub-consultants make no warranty, express or implied, as to their professional services rendered under this Agreement.

#### **MISCELLANEOUS PROVISIONS:**

1. The OWNER shall promptly notify the ARCHITECT if the OWNER becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents. The ARCHITECT shall provide prompt written notice to the OWNER if the ARCHITECT becomes aware of any fault or defect in the project, including any errors, omissions or inconsistencies in the ARCHITECT's instruments of service.
2. The OWNER acknowledges the ARCHITECT'S construction documents, including electronic files, as the work papers of the ARCHITECT and the ARCHITECT'S instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the ARCHITECT, the OWNER shall receive ownership of the final construction documents prepared under this Agreement. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ARCHITECT. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ARCHITECT. Under no circumstances shall the transfer of ownership of the ARCHITECT'S drawings, specifications, electronic files or other instruments of service be deemed a sale by the ARCHITECT, and the ARCHITECT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ARCHITECT'S copyrights in any of the foregoing, full ownership of which shall remain with the ARCHITECT, absent the ARCHITECT'S express prior written consent.
3. Consequential Damages: The ARCHITECT and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

4. **Construction Means, Methods and Safety:** Neither the professional activities of the ARCHITECT, nor the presence of the ARCHITECT and his or her employees and sub-consultants at the construction/project site, shall relieve the General Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The ARCHITECT and his or her personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER'S agreement with the General Contractor. The OWNER also agrees that the OWNER, the ARCHITECT and the ARCHITECT'S consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
5. **Termination:** This Agreement may be terminated by the OWNER or ARCHITECT should the other fail to perform its obligations hereunder. In the event of termination not the fault of the ARCHITECT, the OWNER shall pay the ARCHITECT for all services rendered to the date of termination, including all reimbursable expenses.
6. **Legal Action:** The OWNER and the ARCHITECT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Nebraska. It is further agreed that any legal action between the OWNER and the ARCHITECT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Nebraska.
7. **Certifications, Guarantees, and Warranty:** The ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in the ARCHITECT'S having to certify, guarantee or warrant the existence of conditions whose existence the ARCHITECT cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the ARCHITECT or payment of any amount due to the ARCHITECT in any way contingent upon the ARCHITECT'S signing any such certification.
8. **Indemnifications:** The ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ARCHITECT'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities or costs, including attorneys' fees and defense costs, to the extent caused by the OWNER'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. **Corporate Liability:** It is intended by the parties to this Agreement that the ARCHITECT's services in connection with the Project shall not subject the ARCHITECT's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ARCHITECT, a Nebraska corporation, and not against any of the ARCHITECT's individual employees, officers or directors.
9. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the OWNER and the ARCHITECT agree that all disputes between them arising out of, or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The

OWNER and the ARCHITECT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

10. ADA Compliance: The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The OWNER acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The ARCHITECT, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the project. The ARCHITECT, however, cannot and does not warrant or guarantee that the OWNER'S project will comply with the interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project.
11. Hazardous Materials: It is acknowledged by both parties that the ARCHITECT'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the ARCHITECT or any other party encounters asbestos or hazardous or toxic materials at the job site or any adjacent areas that may affect the performance of the ARCHITECT'S services, the ARCHITECT may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains the appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

This Agreement entered into as of the day and year first written above.

ARCHITECT

OWNER



(Signature)

John Hathaway AIA, Principal  
(Printed name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

END OF AGREEMENT



## 2024 HOURLY BILLING RATE SCHEDULE

### ARCHITECTURAL DESIGN ASSOCIATES P.C.

Principal – Project Manager	\$160.00 per hour
Principal – Design Architect	\$160.00 per hour
Senior Architect	\$150.00 per hour
Project Architect	\$140.00 per hour
Project Manager	\$130.00 per hour
Intern Architect	\$100.00 per hour
Architectural Technician	\$ 90.00 per hour
Administrative Staff	\$ 75.00 per hour

### ADVANCED ENGINEERING SYSTEMS

Principal	\$190.00 per hour
Senior/Professional Engineer	\$175.00 per hour
Engineer/Senior Designer/Senior Construction Admin.	\$155.00 per hour
Intern Engineer/Designer	\$135.00 per hour
Senior Technician	\$115.00 per hour
Engineering Technician	\$100.00 per hour
Senior Administrative/Senior Support Staff	\$155.00 per hour
Administrative/Support Staff	\$ 80.00 per hour

\*\*Projects involving litigation or insurance analysis will have \$90.00 added to above hourly rates.\*\*

\*\*\*Minimum fee for any project will be \$1,500.00.\*\*\*

### STRUCTURAL DESIGN GROUP

Engineer 7	\$300.00 per hour
Engineer 6	\$250.00 per hour
Engineer 5	\$210.00 per hour
Engineer 5	\$190.00 per hour
Engineer 4	\$160.00 per hour
Engineer 3	\$150.00 per hour
EIT	\$120.00 per hour
BIM	\$120.00 per hour
Structural Technician	\$120.00 per hour
Clerical	\$70.00 per hour
Technician	\$60.00 per hour

### ADA REIMBURSABLE EXPENSES

Copies of Drawings/Reproduction/Printing:	\$3.00 per print
Outsourced Printing:	At cost.
Black & White Copies in letter, legal or 11" x 17" format:	\$0.20 per page
Color Copies letter, legal or 11" x 17" format:	\$1.00 per page
Computer colored renderings:	Hourly rates plus printing cost.
Mileage:	Federal Mileage Allowance.
Deliver Fees (UPS, FedEx, etc.):	At cost.
Travel Expenses (Rental Car, Motel, Meals, Fuel):	At cost.

### AES REIMBURSABLE EXPENSE CHARGES

Mileage	Federal Mileage Allowance
Car Rental	Actual Cost + 15%
Printing Charges	Actual Cost + 15%
Advertising Charges	Actual Cost + 15%
Phone Charges	Actual Cost + 15%
Consultants	Actual Cost + 15%
Supplies, Miscellaneous, Etc.	Actual Cost + 15%
Computer Disks	Labor + Actual Cost + 15%
CAD Drawings for each multiple of 5 sheets or less (after disclaimer form is signed)	\$250.00/minimum
Xerox Copies	\$0.12/copy
Color Copies	\$0.40/copy
Xerox Mylars (drafting film)	\$1.27/each
Bond Paper (Plots)/Small - 24" x 36"	\$3.00/sheet

Bond Paper (Plots)/Large - 30" x 42"	\$4.50/sheet
Mylars - 24" x 36"	\$6.75/each
Mylars - oversized	\$13.50/each
Blue/Black lines 24" x 36"	\$1.30/each
Blue/Black lines 30" x 42"	\$1.60/each
Data Loggers (each)	\$ 10.00/day
Ultrasonic Pipe Flow Measurement	\$500.00/day
Thermal Imaging Camera	\$500.00/day
Air Flow Test Hood	\$250.00/day
Duct Air Flow Measurement Kit	\$250.00/day
Miscellaneous Temperature/Pressure/Humidity Measuring Devices	\$10.00/day per equipment

ESTIMATE

Nebraska Curb and Fence LLC.  
1613 202nd St  
Eagle, NE 68347

preston@necurbandfence.com  
+1 (308) 340-9046  
www.necurbandfence.com



Bill to  
Jason McCarthy  
Eagle  
NE

Ship to  
Jason McCarthy  
Eagle  
NE

Estimate details

Estimate no.: 1425  
Estimate date: 09/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Fence Material	5' Outfield Fence w/ Commercial Pipe, 6' Dugout Fence, w/ Metal Roof	1	\$12,500.00	\$12,500.00
2.		Labor		40	\$200.00	\$8,000.00
3.		Shop Fee		1	\$200.00	\$200.00
4.		Fence Tear Out		1	\$750.00	\$750.00

Note to customer  
Thank you for your business.

Subtotal \$21,450.00  
Sales tax Exempt ~~\$1,119.75~~

Total \$22,629.75

Accepted date

Accepted by





Nick Nystrom <nick@eaglene.gov>

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## Pool Field Updates

1 message

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rebeccartinant@gmail.com <rebeccartinant@gmail.com>

Mon, Jul 7, 2025 at 12:54 PM

To: Nick Nystrom <nick@eaglene.gov>

Nick

I have attached a drawing of what we are looking at for the fence. As you can see I left the side with the sledding completely open, however we are moving the dugouts down some on both sides. There are a couple of reasons for this.

1) As I mentioned the field is just shy of being 200 feet which is the preferred size for all softball age groups (8U - 14U) and some baseball age groups (8U & 10U). We are moving the dugouts back incase we need to move the backstop back in the future to make the field 200 feet. I figured moving the backstop would be cheaper then moving the sidewalk. I don't plan on doing this anytime soon but wanted to make sure we have the option incase we needed to do it in the future.

2) We also needed to move the dugouts down because they will now be covered and you won't be able to have fans sitting behind the dugouts to watch the game. Currently the bleachers are right behind the dugouts.

Can you please add me to the agenda for the July 21st meeting. I want to get approval for this design and also ask for funds to be sent to AE Rec. Also like I said - any additional funds that we have will be put into new benches in the dugouts or any other updates to the pool field.

Thanks

Becky

## 1 OUR UNDERSTANDING

The Village of Eagle (Village) is interested in developing an integrated solid waste management (ISWM) Plan. The ISWM Plan will provide guidance, and long-term, cost-effective solutions for the Village's current and future ISWM needs. We understand that this project will include the following tasks as requested by the Village in the Scope and Fee Request emailed June 10, 2025.

1. Create ISWM Plan;
2. Perform Utility Evaluation;
3. Develop Request for Proposal Template;
4. Stakeholder Engagement; and
5. Recommendations and Final Report.

The resulting ISWM Plan and associated project deliverables will be shared with surrounding interested communities as they may help inform their own plans and may identify opportunities for collaboration.

## 2 OUR APPROACH

SCS Engineers (SCS) understands and appreciates that each planning project is unique and has various drivers and influences depending on the scope, audience, and desired outcomes. Due to the unique nature of each planning project, SCS does not have a "one-size fits all" methodology. That said, SCS does begin every planning project with an "Ears Wide Open" approach. Meaning, we listen to and engage with our client and target stakeholders to determine from the onset the true drivers and desired outcomes for the project.

At SCS we embody our Client Services initiative which puts the **success of our client** first and foremost. You can expect SCS project staff who:

- **Feel** they work for the Village
- **Take ownership** in serving the Village
- **Serves** each other
- **Are willing** to follow delivery **process**
- **Structured** to best serve the Village
- **Focus** on delivering business **results**

Our staff will work with the Village Board and staff to develop and finalize a work plan that addresses the project needs. This work plan will serve as the guide for the project identifying specific project tasks and completion schedules.

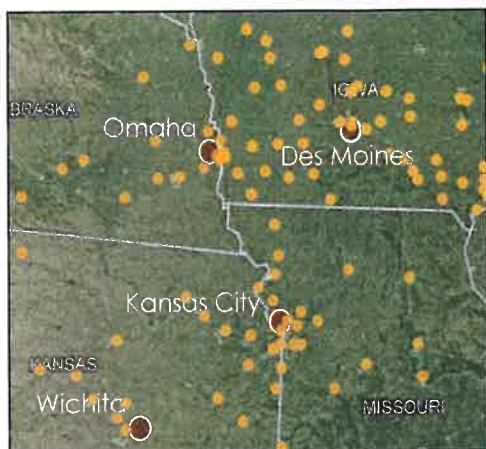
## 3 QUALIFICATIONS

### FIRM PROFILE

Established in 1970, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (dba SCS Engineers, SCS Field Services, and SCS Energy) is one of the oldest and most widely respected employee-owned, solid waste consulting firms in the nation. SCS has grown to a staff of over 1,400 engineers, geologists, constructors, operators, and highly qualified consultants and support staff, located in 73 offices, serving clients in 35 states and internationally.

### LOCAL PRESENCE/EXPERIENCE

The majority of project management and tasks listed in Scope and Fee Request will primarily be served by staff in the Omaha, Nebraska and West Des Moines, Iowa offices. The SCS Team for this project has more than 100 years of combined experience in providing solid waste consulting services to clients throughout the Midwest and has completed more than a dozen similar projects in the past half decade alone.



The image to the left demonstrates the locations of solid waste projects in the Midwest that SCS has completed or is actively performing. Our regional network of solid waste clients is diverse in project category, location, client type, and project needs. We also have a national network and exposure to a broad range of clients who experience different technical and strategic challenges. Because we work as one company and have personal relationships with so many of our colleagues, we are able to access different ideas, solutions, and value for the Village. You receive the experience of a big company in a small atmosphere. As a matter of practice, this allows us to seek efficiencies and improvements for your benefit on every project we work on. Whether it involves evaluating recycling collection programs or reconfiguring landfill cell layout design to maximize airspace, we have a proven track

record of implementing these changes, adding value, and capitalizing on many exciting and currently unrealized opportunities.

SCS values supporting clients as they make important decisions related to their solid waste systems, be it diversion opportunities, waste collection programs, or disposal options.

## RELEVANT PROJECT EXPERIENCE

The SCS Team selected for this project has performed similar work for a variety of clients across the Midwest; projects that include the full scope that is sought by the Village. We have included three project summaries for similar projects that the SCS Team have completed for the cities of Lincoln and Omaha, in Nebraska and Council Bluffs, Iowa within the past five years. Reference and contact information are provided for each and we encourage you to contact them to learn about the benefits they received through working with SCS and our well-qualified and experienced team. Additional references are available on request.

### City of Lincoln, Nebraska: SWMP Update and Collections RFP

*City of Lincoln, Nebraska / Ms. Karla Welding / Superintendent of Solid Waste Operations*  
402-441-7867 / [kwelding@lincoln.ne.gov](mailto:kwelding@lincoln.ne.gov)

City of Lincoln contracted with SCS to update their Solid Waste Plan 2040. The mayor of Lincoln invited 15 representatives from the community to serve on a working group. The working group included a broad cross-section of community representatives who reviewed components of Solid Waste Plan 2040 and guided its 5-year update.

During the project, the City of Lincoln was faced with a major service disruption to their recyclable collections system as the vendor who serviced their sites went out of business. SCS was retained to assist in evaluating their alternatives. SCS adapted and refined our proprietary waste collection and handling numeric model to fit the City/County geographic area. As part of the evaluation, multiple collection scenarios were modeled by SCS and cost estimates were developed. The City of Lincoln elected to discontinue services in the County and to standardize and consolidate the City of Lincoln's recyclables collection sites down from 19 to a total of 5 larger sites. The City of Lincoln expected to save an estimated 2 million dollars per year through implementation of the consolidation plan and saw this as an opportunity to run an efficient and financially healthy program to better serve the community.



Lastly, in the past two years, SCS has also been engaged by the City of Lincoln to develop project specifications and provide RFP support for 1) procurement of garbage and recycling collections services

from City of Lincoln, County, and Public Building Commission facilities; 2) procurement of collections carts; and 3) procurement of recyclable processing for City-collected recyclables. In each instance, SCS has worked alongside City Purchasing and City Law to develop the necessary documentation for bidding and SCS has provided bid review and selection support to the City of Lincoln for vendor selection.

## City of Omaha, Nebraska: Collection Evaluation and Procurement Assistance

City of Omaha, Nebraska | Mr. Jim Theiler, PE |  
Assistant Public Works Director 402-444-5225 |  
[James.Theiler@CityofOmaha.org](mailto:James.Theiler@CityofOmaha.org)

SCS was retained by the City of Omaha to perform a Yard Waste Study and Public Opinion Survey related to solid waste collection services. The purpose of the study was to evaluate economic and environmental aspects of various yard waste management scenarios. In all, five different scenarios were modeled and evaluated to help guide the City's decision making process as to future solid waste collections and handling of materials. SCS also provided public engagement support which included preparing press release, developing media talking points, preparing graphics, and participating in press release news conference. As part of this engagement, SCS facilitated four public outreach open house events throughout the City.

The City of Omaha then retained SCS to help prepare their next solid waste collection contract. SCS modeled collection costs for five scenarios, conducted pre-solicitation meetings with prospective bidders, and met with City Council to develop requests for bids (RFB).

In 2021, the City of Omaha retained SCS to provide procurement support for recyclables processing. SCS developed the Technical Specifications, which included a weighted average commodity value (WACV) pricing approach, prepared the bid documents, completed pre-solicitation meetings, and ultimately helped the City of Omaha successfully reach an agreement that was approved by City Council. January 2022 was the first month under the new contract and, using the WACV approach developed by SCS, the City of Omaha realized a 75% reduction through May in the processing expense for curbside and drop-off site collected recyclables compared to the previous agreed upon rate for processing of collected materials; total savings year over year since inception has exceeded 1 million dollars.



THE CITY OF OMAHA RETAINED SCS ENGINEERS TO COMPLETE MULTIPLE SOLID WASTE RELATED STUDIES LEADING UP TO OUR SOLID WASTE COLLECTIONS REQUEST FOR BID (RFB). THE WORK PERFORMED BY SCS HAS RETURNED SIGNIFICANT VALUE TO THE CITY AND OUR TAX PAYERS.

Jim Theiler, P.E.  
City of Omaha Public Works - Assistant Director

## Council Bluffs, Iowa: Rate Study and RFP Development

City of Council Bluffs, Iowa | Mr. Tony Fiala | Superintendent Solid Waste Management Division |  
712-890-5454 | [tfiala@councilbluffs-ia.gov](mailto:tfiala@councilbluffs-ia.gov)

The City of Council Bluffs hired SCS to perform a comprehensive cost of service study and to develop rate(s) to sustain (and enhance) ISWM programs. As part of the study, SCS determined the adequacy of current rates to cover the cost of providing services and proposed rate adjustments that will meet operational, capital, and financial goals over a 10-year projection period. SCS provided a rate study narrative, developed numerous recommended rate alternatives for solid waste services, and presented rate alternatives to City Council.

The City of Council Bluffs also contracted SCS to provide collection system modeling and evaluation services to evaluate modern collection methods and



alternatives ahead of the new contract. SCS evaluated three different scenarios and is currently supporting the development of contract bidding documents to seek the City's future solid waste collections contractor. As part of contract document development, SCS completed pre-solicitation meetings with four prospective bidders and has garnered interest in the City's contract from haulers in Iowa, Nebraska, Missouri, and Minnesota. The modernized collection system went live in July of 2023. Since that time, collected recyclable materials have increased by more than double and contamination rates, through use of a roll cart system, has decreased significantly.

## PROJECT TEAM AND KEY STAFF EXPERIENCE

We have selected key individuals for the project team because of our understanding of your needs, their unique qualifications, technical competence, credentials and extensive experience on similar projects.

Mike Miller will serve as Project Director; a role he has recently served for similar assignments for the cities of Lincoln, Omaha, and Norfolk, Nebraska; St. Louis, Missouri; and the Cities of Council Bluffs and Sioux City, Cass County, and Metro Waste Authority in Iowa. Jeff Phillips will serve as Project Manager and has worked with several clients across the Midwest in evaluating their ISWM programs and infrastructure. He is currently serving as Project Manager for the State of Nebraska statewide material characterization study, the Lincoln Public Schools waste diversion project, and numerous other solid waste related projects in the State affording him strong familiarity with local regulations and requirements. Together, Mike and Jeff selected project personnel for many reasons, but most importantly:

- They know and work with SCS technical resources and are the right individuals for the specific task.
- They have the experience and ability to understand the exact needs of the tasks for your projects.
- They have time and commitment to be dedicated to this contract.

The following are short bios for SCS personnel who will be responsible for performing project activities. Full resumes are available upon request.

### MICHAEL MILLER, CHMM, MBA | PROJECT DIRECTOR



#### Education

MBA, Business  
Administration, University  
of Missouri, 2001

BS, Industrial  
Management, Arizona  
State University, 1994

#### Years of Experience

30

Mr. Miller has a wide variety of experience in the environmental management and consulting field in both the private and federal sectors. Since joining SCS in 2005, Mike has supported many clients throughout the Midwest with integrated solid waste management programs including design, construction, operations, and planning.

As Senior Vice President and the National Environmental Services Market Leader for SCS, Mike will pledge the local and regional resources of SCS to successfully and efficiently complete the Village's project.

Mike provides 30 years of environmental and solid waste consulting experience and is familiar with the project execution requirements. Mike's experience completing and supporting similar studies in the region and beyond will bring to the project a keen understanding of the planning process, importance and methods of communications, and how the deliverables will be used by the Village and potentially other stakeholders.

Mike will serve as the Project Director for this effort. As Project Director, Mike will monitor project progress, provide technical guidance and review, and assist in successful project execution.

**JEFF PHILLIPS | PROJECT MANAGER AND PROJECT TEAM**

Mr. Jeff Phillips has over 23 years of experience and performs project work primarily related to Sustainable Materials Management (SMM) such as program, services, and facility assessments, waste and recyclable generation rate and material characterization studies, strategic planning, community engagement and outreach, and professional training.

**Education**

BA – Geography and  
Environmental Studies  
University of Iowa – Iowa  
City

**Years of Experience**

23

Jeff has assisted clients across the Midwest evaluate their integrated solid waste management programs, develop long-term program solutions, and has assisted client implement and modify targeted programs.

Jeff will serve as the Project Manager for this project. Jeff's responsibility as Project Manager is to ensure that the scope is well laid out and understood and that there is clear communication between the Village and SCS staff. Jeff will work to ensure project end goals and schedules are understood and followed, and budgets are met.

**JOHN HARTWELL, PhD., PE | SENIOR TECHNICAL ADVISOR**

Mr. Hartwell will serve as Senior Technical Advisor. With over 45 years of consulting engineering experience, John specializes in geotechnical, geo-environmental and civil engineering tasks, providing environmental and scientific consulting services throughout the United States. Specific to this project, John will provide QA/QC support for project deliverables and will support any required numerical modeling and/or cost estimating associated with the project.

**Education**

PhD, Civil Engineering,  
University of Nebraska  
2015

Master of Science, Soil and  
Foundation Engineering,  
Iowa State University,  
1974

Bachelor of Science, Civil  
Engineering, Iowa State  
University, 1971

**Years of Experience**

50

John has served alongside Mike on similar projects completed recently for City of Council Bluffs, City of Lincoln, Metro Waste Authority, and others. A quintessential client advocate, John delivers value to any project he supports and will additionally provide QA/QC for project deliverables.



## HANNAH SPERFSLAGE | PROJECT TEAM

Ms. Hannah Sperfslage is a Project Professional who assists and performs project work focused on Sustainable Materials Management (SMM). Ms. Sperfslage has assisted clients across the Midwest in evaluating their current solid waste management programs and services through facility observations, staff interviews, data collection and review, and community and stakeholder engagement activities. Hannah is passionate about engaging with clients to create a collaborative space to encourage waste diversion and better waste management practices.

### Education

BS Global Resource  
Systems and  
Environmental Studies

Minor: Biology  
Iowa State University

### Years of Experience

3

## 4 PROJECT COST ESTIMATE AND SCHEDULE

SCS will work with the Village to develop a final work plan which will detail the activities to be performed for each task, a schedule of completion, and an estimate cost for each task. However, for the purpose of this submittal, SCS has developed the following cost estimate.

SCS proposes to provide the services described in the Village's Scope and Fee Request emailed June 10, 2025 on a time and materials basis not to exceed **\$100,000**.

This represents a combined total of nearly 500 hours of Senior Vice President, Senior Project Advisor, Senior Project Manager, and Project Professional staff and includes all estimated project expenses. It is our understanding that this project is to be completed over a two-year period.

## **TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES**

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
13. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of

each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

- 14. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
- 15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 16. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
- 17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
- 18. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

- 21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Nebraska will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

PROJECT/PROPOSAL: Village of Eagle (Proposal No. OP270284.25)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

Village of Eagle, Nebraska

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

### **Certification Training**

Theresa Street Wastewater Facility  
2400 Theresa Street  
Lincoln, NE

**Training: August 25-27, 2025**

**Test: August 28, 2025**

**Training Fee:**

**Member: \$450**

**Non-Member: \$550**

*WEF membership required for Member pricing.*

*See information below.*

7:30am - 8:00am Registration & Welcome

8:00am - 5:00pm: Training

5:00pm - Adjourn

### **Contact Hours:**

NDEQ: 24 (pending approval)

### **REGISTRATION**

Pre-Registration is required for Certification Training.

**\*\*\*\*All registration is Online\*\*\*\***

You can register at [NebWEA.org](http://NebWEA.org).

On the left side of the website under "Upcoming Events" or click "Training" in the top menu bar, you can find the Training you are looking for.

Seating is limited in our training events.

Refunds will not be issued if our training event becomes full and you need to cancel.

### **Class Fee**

All three-day training classes are:

\$450 - WEF Members

\$550 Non-Members

Books are included in the fee and will be mailed to the address that you provide at registration.

Registration and CC payment should be made online.

If you need to pay by check, make it payable to "NWEA", and mail to:

HDR Engineering, Inc.

Attn: Jamie Bausback

1917 S. 67<sup>th</sup> Street

Omaha, NE 68106

Reach out to Jamie Bausback at (402) 548-5001 if you have questions about registration.

### **Agenda**

Please arrive the first day of Class at the location between 7:30-8:00 AM for registration. A detailed agenda will be given at that time.

### **OTHER QUESTIONS CONTACT:**

Ryan Hurst, NWEA Training Chairman

[Hurst@wahoo.ne.us](mailto:Hurst@wahoo.ne.us)

402-443-3222

### **CERTIFICATION EXAM**

#### **Separate Registration!!**

Typically, Certification Exam follows our training the Thursday after our training in the same city. Please contact Mike McBride at NDEE for more information on Certification Exam application and for information about Certification Exam locations and times.

***You must register 30 days in advance with NDEE.***

## **VILLAGE OF EAGLE**

**July 1, 2025**

The Village Board of Trustees met in regular session at 7:00 p.m. on July 1, 2025 with Todd, Hochstein, Meier, Dobbins and Surman present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Todd 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.

Chairperson Todd opened the public hearing at 7:02 p.m. for the purpose of considering the approval of a Class "I" Liquor License for Taco Rapido, LLC dba Taco Rapido, located at 310 Highway 34. Jordan Brasch, representing Taco Rapido, introduced the concept of the restaurant, noting it would offer burritos, tacos, and salad bowls. He explained the multi-agency process for obtaining the liquor license, highlighting that they would not be able to open or sell liquor until occupancy permits and all inspections are completed. Surman asked for clarification regarding the ability to approve a liquor license for a business that does not yet exist or have an occupancy permit. Freeman-Caddy said the Liquor Control Commission will not allow opening without occupancy and the approval of the license is the proper next order of business. Todd asked if there were any comments or questions from the public. There were no comments or questions from the public.

The public hearing was closed at 7:08 p.m.

Motion by Todd, second by Hochstein, to approve a Class "I" Liquor License for Taco Rapido at 310 Highway 34. Voting: Ayes – 5. Motion carried.

Open Forum – No public comment.

Motion by Todd, second by Hochstein, to approve Jeb Wika as a member of the Eagle Fire & Rescue Department. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to approve Lisa Beckstead attending the 2025 Nebraska Statewide EMS Conference in Kearney on July 11-13, 2025 at a cost not to exceed \$775.00. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Dobbins, to approve the proposal from Tennis Courts Unlimited to paint Pickleball lines on the tennis court at Eagle Municipal Park in the amount of \$1,000. Voting: Ayes – Meier, Surman, Dobbins, Hochstein. Nays – Todd. Motion carried.

Motion by Meier, second by Surman, to approve the proposal from MI Diggers to

excavate and analyze the condition of the yard hydrant adjacent to 6<sup>th</sup> & F Street in the amount of \$250.00. Voting: Ayes – Dobbins, Surman, Meier, Todd. Hochstein abstained. Motion carried.

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

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

Approved Claims: Wages 12,968.24, Board Wages 900.00, ABC Termite & Pest Control 186.00, Allen Septic 2,400.00, Allied Benefit Systems 7,203.00, Amazon Marketplace 325.28, American Exchange Bank 1,125.00, Black Hills Energy 227.86, Bound Tree Medical 3,757.67, Bromm Lindahl Freeman-Caddy & Lausterer 940.00, Capital Business Systems 240.90, Casey's 468.30, Cass Co Refuse 306.00, Cass Co Sheriff's Dept 3,145.21, Dollar General 80.55, Doser, Amber 201.49, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 4,322.50, Frontier Coop 712.48, Google LLC 144.00, Hestermann, Rick 1,429.93, John Hancock Investments 406.40, Klabenes, Curtis 910.00, Knee Deep LLC 4,800.00, MacQueen 5,088.00, Maguire 3,907.00, Matheson Tri-Gas 267.41, Menards-South 300.09, Midwest Labs 367.32, NE Dept of Rev 3,485.92, NE Generator Svc 9,937.50, NE Public Health Env Lab 30.00, NE Rural Water Assn 350.00, NeWorks 43.63, Norland Pure 33.79, Nystrom, Taira 450.00, One Billing Solutions 325.51, One Call Concepts 0.00, OPPD 5,863.12, O'Reilly Auto Parts 98.89, Quik Dump Refuse 2,944.90, Small Engine Specialists 86.41, Snyder & Associates 2,084.00, Umshler, Elizabeth 100.00, UNUM 1,167.00, USA Bluebook 252.16, Verizon Wireless 749.37, Voice News 119.28, Windstream 621.40. Total of bills: **\$87,365.51**.

Approved Park Claims: Wages 10,505.69, ABC Termite & Pest Control 500.00, Aqua Chem 5,987.12, Black Hills Energy 88.73, Kreikemeier, Mallory 162.00, Lonergan, Makinsey 615.00, OPPD 504.53, Windstream 52.75. Total of bills: **\$18,415.82**.

The meeting was adjourned at 7:51 p.m.

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Nick Nystrom  
Village Clerk

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Terri Todd  
Chairperson

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The public hearing was closed at 7:08 p.m.

Motion by Todd, second by Hochstein, to approve a Class "I" Liquor License for Taco Rapido at 310 Highway 34. Voting: Ayes – 5. Motion carried.

Report from Law Enforcement – Not present.

Report from Building & Zoning Administrator – Hestermann reported 3 new building permits and 2 inspections during the month of June. There are 11 total open permits to date. There were no comments or questions from the Village Board.

Open Forum – No public comment.

Motion by Todd, second by Hochstein, to approve Jeb Wika as a member of the Eagle Fire & Rescue Department. Voting: Ayes – 5. Motion carried.

Motion by Hochstein, second by Meier, to approve Lisa Beckstead attending the 2025 Nebraska Statewide EMS Conference in Kearney on July 11-13, 2025 at a cost not to exceed \$775.00. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Updates on the potential for a new Fire & Rescue Station and converting the existing station into a Community Center – Freeman-Caddy said she had

an opportunity to visit with Ryan McIntosh last week, who is attorney for the Eagle/Alvo Rural Fire Board. In the meantime, an email was received from Ameritas, the bond company the Rural Fire Board is speaking with, providing vague recommendations for funding between the Village and the Rural Fire District. A telephone conference also occurred with USDA regarding the current loan on the Village office, which has a mortgage against all property including the proposed new fire department site. Discussion included releasing the mortgage and potential USDA loan rates for the new building. Freeman-Caddy said the recommended next step is to have each board (Village and Rural) nominate two members to form a working committee, along with the attorneys and Village Clerk, to define the project scope before returning to the full respective boards for decisions. Luke Renken (Rural Fire Board) mentioned two bids were received for architectural services in the amount of \$88,000 and \$168,000. Freeman-Caddy said the recommendation would be not to hire anyone until an agreement between the two boards is in place. For the committee, Todd and Meier were selected to represent the Village Board. The meeting for this committee is anticipated for the week of July 14<sup>th</sup>.

Discuss/possible action: Consider proposals from Tennis Courts Unlimited (\$1,000.00) and Sportscape Construction (\$5,981.00) to paint Pickleball lines at Eagle Municipal Park – Rhonda Cash (625 Douglas Cir.) provided background on efforts to add Pickleball lines at Eagle Municipal Park. She attended last year's Budget Workshop where \$25,000 was budgeted for Pickleball courts in the event the other half could be raised from grants. Cash said the Pickleball group was only able to secure \$5,000 in grant funding so they decided to look at alternative options for striping the existing tennis court. The bid from Tennis Courts Unlimited included painting two sets of Pickleball lines on the existing tennis court in the amount of \$1,000 and the bid from Sportscape Construction included painting three sets of Pickleball lines on the existing basketball court, just south of the tennis court, in the amount of \$5,981. The preference was to keep the lines on the tennis court due to consistent basketball court usage. Todd said her primary concern is wasting \$1,000 if major tennis court renovations are imminent. The cost was considered minimal by the Pickleball group, as no timeline has been established for full tennis court renovation, and the sport attracts nearly 20 regular players. Elizabeth Umshler (Eagle Parks & Rec.) said she feels this is a small price to pay not knowing how many years down the road a full tennis court renovation will be. Surman said he feels the cost is minimal compared to what was spent on Frisbee golf and the very few people that play it. Todd mentioned Pickleball was not listed as a priority in the Eagle Community Survey. Brian Pillard, a Lincoln resident, spoke in support, emphasizing shared use with tennis, better aesthetics than chalk, and the value of providing a place for the local Pickleball players. Trisha Morse (355 Wenzel Cir.) announced her support for the project. Dick Romshek, a resident from Elmwood, highlighted Pickleball as the fastest-growing sport, attracting players from outside the immediate area who spend money in town. Hochstein asked if the Pickleball group would be willing to forego any further updates to the tennis court area through at least next year if the Village Board approves the proposal tonight for line striping. Cash said her opinion is that would be acceptable but she cannot speak for everyone involved. Meier said his opinion is \$1,000 is minimal and this project would encourage people to visit the community. Surman said major tennis court renovation needs have been known for at least three years but have not been done.

Motion by Hochstein, second by Dobbins, to approve the proposal from Tennis Courts Unlimited to paint Pickleball lines on the tennis court at Eagle Municipal Park in the

amount of \$1,000. Voting: Ayes – Meier, Surman, Dobbins, Hochstein. Nays – Todd. Motion carried.

Motion by Meier, second by Surman, to approve the proposal from MI Diggers to excavate and analyze the condition of the yard hydrant adjacent to 6<sup>th</sup> & F Street in the amount of \$250.00. Voting: Ayes – Dobbins, Surman, Meier, Todd. Hochstein abstained. Motion carried.

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

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

Approved Claims: Wages 12,968.24, Board Wages 900.00, ABC Termite & Pest Control 186.00, Allen Septic 2,400.00, Allied Benefit Systems 7,203.00, Amazon Marketplace 325.28, American Exchange Bank 1,125.00, Black Hills Energy 227.86, Bound Tree Medical 3,757.67, Bromm Lindahl Freeman-Caddy & Lausterer 940.00, Capital Business Systems 240.90, Casey's 468.30, Cass Co Refuse 306.00, Cass Co Sheriff's Dept 3,145.21, Dollar General 80.55, Doser, Amber 201.49, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 4,322.50, Frontier Coop 712.48, Google LLC 144.00, Hestermann, Rick 1,429.93, John Hancock Investments 406.40, Klabenes, Curtis 910.00, Knee Deep LLC 4,800.00, MacQueen 5,088.00, Maguire 3,907.00, Matheson Tri-Gas 267.41, Menards-South 300.09, Midwest Labs 367.32, NE Dept of Rev 3,485.92, NE Generator Srvs 9,937.50, NE Public Health Env Lab 30.00, NE Rural Water Assn 350.00, NeWorks 43.63, Norland Pure 33.79, Nystrom, Taira 450.00, One Billing Solutions 325.51, One Call Concepts 0.00, OPPD 5,863.12, O'Reilly Auto Parts 98.89, Quik Dump Refuse 2,944.90, Small Engine Specialists 86.41, Snyder & Associates 2,084.00, Umshler, Elizabeth 100.00, UNUM 1,167.00, USA Bluebook 252.16, Verizon Wireless 749.37, Voice News 119.28, Windstream 621.40. Total of bills: **\$87,365.51**.

Approved Park Claims: Wages 10,505.69, ABC Termite & Pest Control 500.00, Aqua Chem 5,987.12, Black Hills Energy 88.73, Kreikemeier, Mallory 162.00, Lonergan, Makinsey 615.00, OPPD 504.53, Windstream 52.75. Total of bills: **\$18,415.82**.

Report from Attorney – Freeman-Caddy reported inquiries were received regarding administrative subdivisions and subdivisions within the extraterritorial jurisdiction. Ongoing communications are in place concerning the development directly south of Eagle. Freeman-Caddy discussed the Jasa property on the corner of 6<sup>th</sup> & G Street; the lot's tax sale certificate holder has filed a motion for a decree of foreclosure, with a hearing being scheduled for July 7<sup>th</sup> and a public sale likely 4-5 weeks later. The Village currently has a nuisance mowing lien filed on the property in the amount of approximately \$1,200. Freeman-Caddy noted that the lots buildability and marketability, except to adjacent property owners, are questionable, and the one existing structure (shed) might need to be torn down. Notices regarding a couple of reasonable accommodation requests that were voted down in June were sent out with a deadline of July 13<sup>th</sup> for resolution, or court action will be taken. Progress is being made on the foreclosure of the property located at 705 Eagle Drive, for which the Village has nuisance abatement liens

on file. Efforts are underway to locate the property owner and the suit is expected to be filed by August.

Report from Clerk/Treasurer – Nystrom said the Lead & Copper Monitoring for triennial systems is underway; the office will be meeting with NDEE next week to clear up questions regarding sampling requirements. Regarding the G Street Mill & Overlay Project, Pavers has agreed to move up the project completion date to September 25, 2025 to meet the Village's budget timeline. Nystrom said the office is compiling answers to the Village Engineer's questions pertaining to future street and water bond projects. The office will be participating in a discussion on July 3<sup>rd</sup> with a UNL professor and graduate student regarding the measurement of functionality in small water systems. Nystrom said the total monthly income ending June 30, 2025 was \$136,601.55. Terry Caddy provided sales tax revenue reports for Eagle and surrounding communities and a swimming pool income report since opening day. Hochstein inquired about the status of the federal lead service line inventory and replacement program. Nystrom said progress is slow, and 100% compliance is desired. The hope is to revamp the project during the fall when outdoor projects slow down. The Park Board requested locking the tennis court gate on July 3<sup>rd</sup> and 4<sup>th</sup> to prevent fireworks from being used at that location. Todd said positive comments were received about Noah Stanton, a pool staff member, saying he is doing a very good job.

The meeting was adjourned at 7:51 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 July 1, 2025 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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Terri Todd  
Chairperson