

VILLAGE OF EAGLE  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 21, 2020  
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—**

1. Report from Fire & Rescue.
2. Open Forum.
3. Discussion: Updates on the Cass County Recycling Program and consideration of future recycling services.
4. Discuss/possible action: Approve Eagle Vision's request for a drive-in movie event on October 3, 2020.
5. Discuss/possible action: Approve Christiansen Tree Service's estimate to remove trees north of the WWTP fence line in the amount of \$2,150.00.
6. Discuss/possible action: Approve Syracuse Iron Work's proposal to install vertical I-beams for sludge load out system at the WWTP in the amount of \$1,860.28.
7. Discuss/possible action: Approve Stryker's four-year service renewal for the Lifepak 15 and Lucas device at Fire & Rescue in the total amount of \$8,115.80.
8. Discuss/possible action: Resolution 2020-08 – Signing of the Municipal Annual Certification of Program Compliance Form 2020.
9. Discuss/possible action: Approve Master Agreement Work Order No. 3 between the Village of Eagle and Olsson for General Engineering Consulting Services.
10. Discuss/possible action: Approve Master Agreement Work Order No. 4 between the Village of Eagle and Olsson for Street Superintendent Services.
11. Discuss/possible action: Consider options for the purchase of a generator for the Eagle Municipal Building.
12. Report on Streets and Maintenance.
13. Report on Wells and Sewer.
14. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
15. Report from Committees and Boards.

**The Agenda is readily available for inspection at the Village Clerk's Office located at 727 S. 1<sup>st</sup> Street, Eagle, Nebraska during regular business hours.**



September 10, 2020

Village of Eagle  
P.O. Box 130  
Eagle, NE 68347

RE: Cass County Recycling Program

Dear Chairman Moore and Council Members:

Keep Cass County Beautiful has been in discussion with the Cass County Commissioners and others seeking ways to improve recycling for all Cass County residents. As you may know, the cost of recycling has significantly increased during the past year due to China closing its doors to US recyclables. The result has created more supply than demand and depressed US recyclable markets to very low prices driving the cost to recycle locally to \$65/ton since last August for the Cass County recycling program and \$110/ton for recycling haulers. High costs have forced some local haulers to discontinue recycling services for single residential accounts. Losing recycling in one community has produced a domino effect pushing recyclers on to other community recycling trailers. The outcome has been over-stuffing of trailers, illegal dumping and safety issues for workers hauling and emptying the trailers. As a result, only half of the trailers are now in service, so many recyclables are being wasted and filling up local landfills. Costs to dispose of our trash will continue to rise, perhaps significantly, especially as the landfill most used by Cass County near David City is predicted to reach capacity within 5 years. That's why it's important to be pro-active now.

For the past ten years, Cass County has paid insurance, licensing and repairs for 8 portable recycling trailers, plus the current \$65/ton tipping fee at First Star Recycling. Communities have maintained trailer sites, supplied labor and fuel to haul/empty the trailers, plus maintenance labor. Some communities in Cass County have access to curbside recycling, while 37% or nearly 10,000 people in rural areas and some small villages have no recycling services available. Even many of those who may have individual service available, do not find it affordable.

In an effort to make the program sustainable, available to all residents and manageable in the future, the Cass County Commissioners gave consensus to the following plan. The county has agreed to pay 50% of recycling hauling costs up to a frequency of every 2 weeks for all cities, towns, villages and the SID's of Beaver Lake, Buccaneer Bay and Lake Waconda. The estimated county portion would top out at approximately \$14,000 per year if all communities participate. This plan assumes the utilization of a roll-off container from a third party contracted hauler instead of the current Dempster trailers that have been transported by city employees or volunteers.

A roll-off container holds 25 cubic yards while the current recycling trailer holds 10 cubic yards. Moving to roll-off containers would create fewer trips to the recycling center; eliminate trailer maintenance and the need of volunteers or city employees to transport and empty trailers. Hauling costs are estimated at \$120 per trip, including tipping fee. Based on emptying a

container the maximum of every 2 weeks, the estimated cost to a community is \$1,440 **per year** (the county pays the other half). **Annual hauling** estimates at the rate of once per month could be \$720; once every two months - \$360; and once every 3 months - \$240. This plan could present a savings to a town/village that has been providing fuel and labor costs incurred using city employees hauling the trailers.

County Board Chairman Dan Henry stated, "We definitely want to participate in the recycling program, but we want to come up with a long-term strategy. The responsibility of providing and maintaining the sites along with scheduled hauling would be up to the individual entity. This plan gives every town the ability to have recycling, limits liability and removes the burden of the community finding someone to haul and empty a trailer."

There is an alternative. If a village or city wants to keep the current Dempster trailer, the county will relinquish ownership and the village/city would be responsible for hauling and the tipping fee. If there are schools who wish to take on the ownership of a recycling trailer for a school program, they would assume the same responsibilities. Depending on the weight of recyclables collected, the tipping fee averages about \$25 per load for the Dempster trailer, plus fuel, etc.

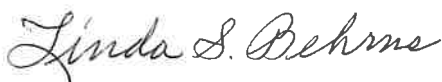
Commissioner Dan Henry has asked that if you want to assume ownership of a trailer, please send a letter to him at 906 Sandhill Road, Louisville, NE 68037. Otherwise, the completely empty Dempster trailer may be dropped off at any of the following Cass County Department of Roads locations at Greenwood or north of Weeping Water at the Highway 50 road shop or at the Cass County Recycle Center near Mynard (when it's open).

Keep Cass County Beautiful and the Nebraska Recycling Council are available to offer educational assistance, policy development and assistance with grant writing to help offset costs. The next steps will be developing an interlocal agreement, identifying interested haulers and the development of a waste management agency. One of the commissioners and/or Linda would like to attend your October village board/city council meeting to answer any questions and discuss the next steps to move the plan forward.

For questions, comments or additional information, please contact Linda (contact info. below) or Commissioner Dan Henry at [dan@practicalgov.com](mailto:dan@practicalgov.com) or Commissioner Jim Peterson at [dist3comm@cassne.org](mailto:dist3comm@cassne.org)

Our goal is to reduce waste, extend the life of area landfills, avoid the need to site a landfill in Cass County and recover resources being discarded. These efforts will create a cleaner and healthier environment that improves the quality of life for Cass County.

Sincerely,



Linda S. Behrns  
Executive Director  
Keep Cass County Beautiful  
[Linda@KeepCassCountyBeautiful.com](mailto:Linda@KeepCassCountyBeautiful.com)  
402.949.0874

**Christiansen Tree Service Inc**

604 B Road  
Eagle, NE 68347  
Phone: 402-430-4644

Phone # 402-430-4644

**Estimate**

Date	Estimate #
11/22/2019	027649

Price good for one year  
per Jay Christiansen

Name / Address
Village of Eagle Sewage Plant Eagle, NE 68347

			Project
Description	Qty	Rate	Total
Roger's Perfume Plant (Sewage Plant) Tree removal of (10) Cottonwood/Willows North of fence We will cut to the stump. Drop Only. Customer will haul away all debris left from tree removal.		2,150.00	2,150.00
We are a fully insured family owned and operated business. We carry liability insurance to cover your property. We also carry Worker's Comp insurance on all of our employees. This ensures if an unforeseen accident occurs on your property you will not be held liable as the home owner.		0.00	0.00
***If there are no changes to the surroundings/yard (fences installed, new landscaping, etc), the estimate price is good from 1 year of the date on the estimate***			
***If you decide to use Christiansen Tree Service for your tree work. Please reply to the e-mail and we will reply with the week we are scheduling.***			
		<b>Total</b>	\$2,150.00



# BID PROPOSAL

Syracuse Iron Works, Inc.

130 2nd Street  
Syracuse, NE 68446

Date	Bid Proposal #
8/31/2020	202000222

Phone # 402-269-2407

Fax # 402-269-3023

## Sold To

Village of Eagle  
540 C Street  
P.O. Box 130  
Eagle, NE 68347

## Ship To

Company Email Address		P.O. No.	Terms
syracuseironworks@gmail.com			Net 30
Quantity (ft, ea, hr)	Description	Rate	Total
	My bid for pipe support at Sewer plant includes 2 base plates with anchors in new concrete when STILL wet. 2 vertical 4" I beams Welded and installed as per conversation with Butch		
2	1/2" Hot Roll Plate Steel - 12" x 12" with 10 = 5/8" L rods 9" each plate 10" long plus L	20.60	41.20
1	Anchor Rods - 10 peices @ 5/8" L rods each plate = 10" long plus L	8.08	8.08
20	I Beam - 4" x 9.5 lb - 2 @ 10 ft cut to 8 ft at install	9.55	191.00
6	Labor - Port Welder plus one guy	235.00	1,410.00
2	Welding, Bending & Cutting Labor	105.00	210.00

**SIGNED COPY OF PROPOSAL MUST ACCOMPANY  
PURCHASE ORDER WHEN ACCEPTED**

**Subtotal** \$1,860.28

**Sales Tax (0.0%)** \$0.00

**Total** \$1,860.28

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment as follows: 50% to be Paid with Submitted Purchase Order. Balance Due within 30 days of Completion.  
1.5% INTEREST PER MONTH CHARGED AFTER 30 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Sales Rep Name: Scott Pufahl  
ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave  
Portage, MI 49009

Date: 8/24/2020  
ID #: 200824112701

**PROCARE PROPOSAL SUBMITTED TO:**

Billing Acc Num:  
Shipping Acct Num: 1326079  
Account Name Eagle Fire Dept  
Account Address 701 S 1st St  
City, State Zip Eagle Fire Dept, NE 68347

Name: Nick Nystrom  
Title:  
Phone: (402) 781-2745  
Email: nick@eaglene.gov

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty			Total
1	LUCAS	LUCAS	LUCAS Protect Ship In w Onsite PM	1		9/8/20-4/30/24	\$4,664.00
2	LP15	LifePak 15	LP15 Protect Ship In w Onsite PM	1		3/23/21-4/30/24	\$4,884.00

**PROGRAM INCLUDES:****LP15 Protect Ship In w Onsite PM:**

- Repairs (parts and labor) to restore equipment to manufacturer specifications
  - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
  - Power-adaptor repair or replacement
  - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
  - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*
  - Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test the integrity of all cables and recommend replacement as needed
  - Electrical safety check in accordance with NFPA guidelines
  - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
  - Check electrode expiration dates and recommend replacement as needed
  - Check printer operation and trace quality
- \*\* (Onsite PM or Depot Depending on Agreement) \*\*

**LUCAS Protect Ship In w Onsite PM:**

- Repairs (parts and labor) to restore equipment to manufacturer specifications
  - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
  - Power-adaptor repair or replacement
  - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
  - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*
  - Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test the integrity of all cables and recommend replacement as needed
  - Electrical safety check in accordance with NFPA guidelines
  - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
  - Check electrode expiration dates and recommend replacement as needed
  - Check printer operation and trace quality
- \*\* (Onsite PM or Depot Depending on Agreement) \*\*

Unless otherwise stated on contract, payment is expected upfront.

**Annual Payments \$2,028.95**

See below for complete payment schedule

ProCare Total	\$9,548.00
Discount	15%
<b>FINAL TOTAL</b>	<b>\$8,115.80</b>

Start Date: \_\_\_\_\_  
End Date: \_\_\_\_\_

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at  
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.  
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of  
Highway Allocation funds until the documents are filed.

## RESOLUTION

### SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Resolution No. 2020-08

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2),  
requires an annual certification of program compliance to the Nebraska Board of Public Roads  
Classifications and Standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program  
compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall  
include a copy of a resolution of the governing body of the municipality authorizing the signing of the  
certification form.

**Be it resolved** that the Mayor ☐ Village Board Chairperson ☒ of Village of Eagle  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)



Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2020**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☐ Village ☒ of Eagle  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



\_\_\_\_\_  
Signature of Mayor ☐ Village Board Chairperson ☐ (Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional)

\_\_\_\_\_  
(Date)

**Return the completed original certification and resolution by  
October 31, 2020 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509





## **MASTER AGREEMENT WORK ORDER NO. 3**

This exhibit dated September 8, 2020 is hereby attached to and made a part of the Master Agreement for Professional Services dated November 13, 2019 between Village of Eagle ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Eagle, Nebraska

Project Description: General Engineering Consulting Services

Olsson Project No.: 020-0830

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### **General Engineering Consulting Services**

Olsson will provide engineering consulting services as requested by the Village Board or its authorized representatives. These general consulting services include the following:

- Village Board/Planning Commission meeting attendance
- Site visits to collect data for miscellaneous engineering issues
- Professional opinions and recommendations for miscellaneous engineering issues
- Agency correspondence on behalf of the Client

#### **Exclusions**

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Modeling Services
- Project Design beyond miscellaneous engineering issues
- Bidding Services
- Construction Administration and Observation
- Materials Testing
- Street Superintendent Services

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: September 1, 2020  
Anticipated Completion Date: December 31, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$5,000.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

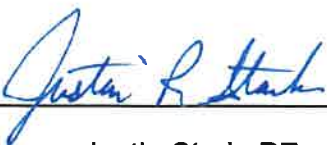
Client's designated Project Representative shall be the Village Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By 

Brian Schuele, PE

By 

Justin Stark, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**VILLAGE OF EAGLE**

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

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_



## **MASTER AGREEMENT WORK ORDER NO. 4**

This exhibit dated September 8, 2020 is hereby attached to and made a part of the Master Agreement for Professional Services dated November 13, 2019 between Village of Eagle ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Eagle, Nebraska

Project Description: Street Superintendent Services

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### **Street Superintendent Services**

Olsson will provide Street Superintendent services following the guidance and requirements of the Nebraska Board of Public Roads Classifications and Standards (NBCS). Street Superintendent services include the following:

- Guidance and consultation for development and updates to the one and six-year street plans
- Review and updates to the street lane mile report
- Guidance and consultation for completion of the street system revenue, expenditure and budget report
- Attendance at one public hearing related to the one and six-year street plan

#### **Exclusions**

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Construction Administration and Observation
- Materials Testing

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: September 1, 2020  
Anticipated Completion Date: December 31, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$1,500.00

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be the Village Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Brian Schuele, PE

By   
Justin Stark, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**VILLAGE OF EAGLE**

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

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



## 2020 Billing Rate Schedule

<u>Description</u>	<u>Rate</u>
Principal	\$ 260.00
Industry Expert	\$ 244.00
Team Leader	\$ 180.00
Senior Engineer III	\$ 210.00
Senior Engineer II	\$ 189.00
Senior Engineer I	\$ 172.00
Project Engineer	\$ 144.00
Associate Engineer	\$ 114.00
Assistant Engineer	\$ 98.00
Senior Scientist II	\$ 195.00
Senior Scientist I	\$ 156.00
Project Scientist	\$ 113.00
Associate Scientist	\$ 93.00
Assistant Scientist	\$ 77.00
Senior Surveyor	\$ 124.00
Associate Surveyor	\$ 86.00
Assistant Surveyor	\$ 62.00
Design Technical Manager	\$ 162.00
Design Manager	\$ 138.00
Design Associate	\$ 110.00
Technical Manager	\$ 140.00
Senior Technician	\$ 93.00
Senior Technician	\$ 83.00
Associate Technician I	\$ 68.00
Assistant Technician	\$ 63.00
Student Technician - Level II	\$ 62.00
Student Technician - Level I	\$ 55.00
Associate Construction Manager	\$ 102.00
Associate Technician II	\$ 83.00
Economic Development Specialist	\$ 96.00
Senior Administrative Coordinator	\$ 101.00
Senior Team Coordinator	\$ 101.00
Office Assistant	\$ 58.00

# Estimate

for  
City of Eagle  
727 s. 1st street  
Eagle, NE 68347

City of Eagle  
727 s. 1st street  
Eagle, NE 68347



## NEBRASKA GENERATOR SERVICE LLC

1011 2nd St  
Gibbon, NE 68840  
3082935206

**Estimate No. 1029** Issued on Tue Sep 15, 2020

Qty	Name	Description	Rate	Amount	Tax
1	Generator	RS30 240/120 VAC single phase 2.4L Turbo Charged Engine Vapor Propane / Natural Gas Tan in color, Level 1 enclosure 1000 watt coolant heater 6 amp battery charger Power Command 1x control 2 year 1000 hour warranty	\$11,385.00	\$11,385.00	TAX
1	Transfer Switch	Cummins RA 200amp SE Automatic Transfer Switch 200 amp service disconnect Nema 3R enclosure outdoor rated 2 year warrenty	\$660.00	\$660.00	TAX

NOTE: Estimate for a 30kw generator and 200 amp SE automatic transfer switch. To be shipped to customer direct, includes shipping. Does not include installation or startup.

<b>Subtotal</b>	<b>\$12,045.00</b>
<b>Tax</b>	<b>\$782.93</b>
<b>Total</b>	<b>\$12,827.93</b>

Signature:  
Signature Date:

# THANK YOU

for considering Nebraska Generator Service L.L.C.

2955 West Hwy 6  
Hastings, NE 68901  
(402) 463-1531

Ref. Blue Star Quote #  
59943-0 & 59945-0

**Date** September 15, 2020  
**Quote #** 2020.288

Prepared by: Dave Koehler

Customer Name  
Street Address  
City, ST ZIP Code  
Phone

Village of Eagle, NE

Nick 402-781-2748 Off. [nick@eagle.gov](mailto:nick@eagle.gov)  
Terry 402-450-4282

**Delivery Via: Best Way**

Terms: URT

Downpayment: 50 % Down with  
order- Balance  
Due at Delivery

Delivery 10-12 Weeks ARO

Qty	Item Number	Description	Unit Price	Amount
1	PS40-01	Blue Star 40 KW Stand- by 120/240 Volt 4.3L GM Powered Nat. Gas Fueled Enclosed Generator Set.		\$17,068.80
1	ASCO 300	120/ 240 Volt 200 Amp. Auto Transfer Switch. 2 Pole Service Entrance Rated with NEMA 1 Enclosure and Strip Heater.		\$4,252.50
		Unit Start Up & Commissioning.		\$1,015.00
		Freight is figured as unit delivered to site in Eagle, NE. Price does not include off loading, wiring, plumbing , or any installation.		
	<b>Freight:</b>	Gen Set \$ 950.00 & ATS \$ 297.00		\$1,247.00
<b>TOTAL</b>				<b>\$23,583.30</b>

**Prices are F.O.B. Hastings, Nebraska**  
**Quote Valid for 30 Days**

**THANK YOU FOR YOUR BUSINESS!**

Our energy working for you.™



## Quotation

**Cummins Sales and Service**  
**10088 S 136th St**  
**Omaha NE 68138 United States**  
**Direct: (402) 983-2265**  
**September 11, 2020**

**Project Name: Village of Eagle Shop**

**Quotation: 504900000044734**

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
<b>C30 N6</b>	<b>30kW, 60HZ, Standby, Natural Gas/Propane Genset, 1800rpm engine</b>	<b>1</b>
A331-2	Duty Rating-Standby Power	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L225-2	OSHPD Seismic Certification	1
L228-2	Certification-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2012	1
L090-2	Listing-UL 2200	1
L155-2	Emissions Certification-Spark Ignited, EPA, Emergency, Stationary, 40CFR60	1
C284-2	Single Gas Fuel - NG or LP Vapor	1
F231-2	Enclosure-Alum, Sound,Att,Level 1,w/Exhaust System	1
R104-2	Voltage-120/240,1 Phase,3 Wire	1
B949-2	Alternator-60Hz,4L,240/120V,1Ph,120C,40C amb	1
H700-2	Generator Set Control-PowerCommand 1.1	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
H608-2	Control Mounting-Right Facing	1
KV03-2	Load Connection-Single	1
KV16-2	CB,Loc A,125A,2P,600VAC,80%,UL	1
P178-2	Enclosure Color-Sandstone,Aluminum Enclosure	1
F252-2	Enclosure - Wind Load 180MPH, ASCE7-10	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1

H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E154-2	Coolant Heater, Extreme Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F253-2	Rack, Larger Battery	1
H268-2	Extension-Oil Drain	1
<b>OTEC125</b>	<b>Transfer Switch-Electronic Control,125Amp</b>	<b>1</b>
A028-7	Poles-3	1
A035-7	Application-Utility To Genset	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A042-7	System-3 Phase,3 Wire Or 4 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G009-7	Transfer Switch Warranty - 1 Yr Comprehensive	1
STRTUP	Start-Up	1

**Grand Total \$13,450.00**



**Date:** September 11, 2020

**Reference:** Eagle, NE - 25 & 35kW

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac QT Series generator set

- **25kW** engine-driven standby generator:
- UL2200 listed
- digital control system including isochronous governor system and V/F voltage regulation
- selectable low-speed weekly exercise function
- 2.4 liter liquid-cooled naturally aspirated engine
- alternator configured for 120/240 vac single phase 3-wire 60 Hz output
- **natural gas** fuel system with customer connection fitting external to the genset base frame
- **weather protective sound attenuating steel enclosure with electrostatically-applied and baked powder coat finish**
- factory installed critical-grade exhaust system
- QTA Series option package including factory-installed 10 amp battery charger and coolant heater for compliance with applicable NFPA standards

**Total investment for the above equipment (Not including any applicable tax): \$13,000.00**

**\*Includes freight & startup service**

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Quantity 1 - Generac Industrial gaseous engine-driven generator, 4.5L in-line 4 cylinder engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **35 kW rating**, wired for 120/240 VAC single phase, 60 Hz
- Brushless Excitation
- MLCB, 80% rated thermal-magnetic
  - 175 Amp
- **Natural Gas fuel system**
- **Standard Weather Protective Enclosure, Steel**
  - Industrial Grey Baked-On Powder Coat Finish
- EPA Certified
- cETLus
- Power Zone Pro Digital Control Panel for Single Generators
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Humidity 2 – 95% (Non Condensing)
  - UL6200
  - C-ETL-US
  - CE
  - FCC

- IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
- 4.3" Resistive Color Touchscreen
  - Built-in Wi-Fi, Bluetooth, and Webserver (via Power Zone Connectivity Server)
  - IP65 (front)
  - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
- Dual Core Digital Microprocessor
  - RS485, Ethernet and CANbus ports
- All engine sensors are 4-20ma for minimal interference
  - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
  - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
  - Programmable I/O
  - Built-in PLC for special applications
- Engine function monitoring and control:
  - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
  - Isochronous Governor
    - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
  - 3 Phase RMS Voltage Sensing
    - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block Heater, 1500 watt
- Std Heavy Duty Air Cleaner
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Flex Fuel Hose, shipped loose
- Critical Grade Silencer
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SG0035AG264.5S18SBYYA

**Total investment for the above equipment (Not including any applicable tax): \$15,000.00**

**\*Includes freight & startup service**

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Quantity 1 - TRANSFER SWITCH - TX SERIES

- 200 Amp, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup



- Return to Utility
- Engine Cooldown
- Transfer on Exercise
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- NEMA 1 Enclosure
- 3 Owner's Manuals
- 42KA Contactor Withstand and Closing Rating
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NN0200A2AN

**Total investment for the above equipment (Not including any applicable tax): \$1,700.00**

**\*Includes freight & startup service**

#### **Notes**

Estimated Delivery: 8 weeks. Lead time for equipment made to specification varies and will be confirmed when buyer's order is placed with the manufacturer.

Validity: Prices valid for 90 days from above date.

FOB: Destination (Jobsite). Quoted price includes freight prepaid to jobsite via standard trucking. Any restrictions or changes will result in additional fees.

Start-up: Included unless otherwise indicated.

Exclusions: Unless otherwise indicated sales taxes, offloading, rigging, installation, permits, fuel fill, and load bank testing are not included in this quotation.

Cancellation: Orders for equipment made to specification are NOT alterable or cancelable once placed with the manufacturer. Stocked goods accepted for return will be subject to a 20% restocking fee.

#### **Terms and Conditions**

HM Cragg Standard Terms and Conditions of Sale apply: <https://www.hmcragg.com/company/terms.html>

Additional Terms: Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up. Start-up will be done during normal business hours. Additional charges will be applied to start-ups requested on weekends or off normal business hours.

**Sincerely,**

---

Mike Marcinek  
Sales  
H.M. Cragg Co  
402-619-0889  
Mike.Marcinek@HMCragg.com

**Acceptance of Quote**

## **VILLAGE OF EAGLE**

**September 1, 2020**

The Village Board of Trustees met in regular session at 7:00 p.m. on September 1, 2020 with Moore, Meier, Schukei 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 Moore named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park.

Motion by Moore, second by Schukei, to nominate Marcus Hochstein to the Village of Eagle Board of Trustees to fulfill the remainder of a four-year term expiring on December 6, 2022. Voting: Ayes – Moore. Nays – Schukei, Meier, Surman. Motion did not carry.

Motion by Moore, second by Schukei, to nominate Sandy Weyers to the Village of Eagle Board of Trustees to fulfill the remainder of a four-year term expiring on December 6, 2022. Voting: Ayes – Surman, Meier, Schukei. Nays – Moore. Motion carried.

Sandy Weyers was sworn in as a new member of the Village of Eagle Board of Trustees.

Motion by Moore, second by Surman, to nominate Tammy Moyer for a term expiring December, 2021 and Paco Rodriguez for a term expiring December, 2020 to the Village of Eagle Board of Adjustment. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Surman, to nominate Justin Davidson for a term expiring December, 2022 and Ashley Moyer for a term expiring December, 2021 to the Village of Eagle Planning Commission. Voting: Ayes – 5. Motion carried.

Open Forum – Surman said the milling process began on Applewood Drive and F Street today; one vehicle on F Street has refused to move up to this point and if it does not move by tomorrow morning it will be towed. Surman said Sargent Drilling performed the annual well and pump tests last month and noted that the flow meters are registering accurately. Gordon Electric has finished installing electricity to the automatic door at the Village office. Freeman-Caddy asked if Olsson will be assisting the Village during the construction of new streets as part of the Casey's General Store project. Nystrom said Brian Schuele (Olsson) has indicated that he will be providing a construction oversight proposal for the project. Weyers inquired as to when fencing will be reinstalled along the north boundary of the Casey's General Store project; there have been issues with trespassing on the adjacent property owner's grounds. Hestermann said he will contact the Casey's site supervisor to

determine the projected time frame for fence installation.

Motion by Surman, second by Meier, to approve the Special Designated License application for McIntosh Ventures located at 540 S. 4<sup>th</sup> Street on September 26, 2020 from 2:00 p.m. to 2:00 a.m. the following day. Voting: Ayes – 5. Motion carried.

Motion by Surman, second by Meier, to deny reimbursement to Josh Lahmon for drainage ditch repairs and culvert installation at 245 S. 4<sup>th</sup> Street in the amount of \$400.00. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Schukei, to approve the purchase of water pumps and relay for the street sweeper from Rose Equipment in the amount of \$611.21. Voting: Ayes – 5. Motion carried.

Motion by Moore, second by Weyers, to approve an additional Health Savings Account contribution of \$1,500 per year to each Village of Eagle employee eligible for family insurance coverage and to authorize the Village Board Chairperson to sign any necessary insurance documents authorizing the same. Voting: Ayes – 5. Motion carried.

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

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

Approved Claims: Wages 9,348.65, Board Wages 1,200.00, ABC Termite & Pest Control 119.00, Al's Johns 240.00, Allied Benefit Systems 2,639.10, Amazon Marketplace 306.97, American Exchange Bank 750.00, Black Hills Energy 68.88, BOK Financial 11,126.25, Bound Tree Medical 692.00, Casey's 418.77, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 6.66, Dollar General 13.32, Eagle Automotive 348.95, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 2,385.70, Frontier Cooperative 79.13, Google LLC 84.00, Gordon Electric 425.00, Rick Hestermann 5,463.89, Image Trend 500.00, Immense Impact LLC 549.45, John Deere Financial 343.64, John Hancock Investments 131.85, League of NE Municipalities 2,143.00, League of NE Municipalities-Utilities Section 545.00, Lovell Excavating 750.00, Matheson Tri-Gas 117.39, MI Diggers 700.00, Municipal Supply of Omaha 72.92, NE Dept of Rev 1,947.96, NE Public Health Env Lab 30.00, Norland Pure 6.00, One Call Concepts 44.54, OPPD 4,718.01, O'Reilly Auto Parts 89.70, People Service 5,463.00, Quick Med Claims 427.53, Rock Creek Refuse 200.00, Sargent Drilling 600.00, Timothy & Samantha Schroeder 300.00, UNUM 284.20, US Postmaster 30.35, Verizon Wireless 528.25, Windstream 386.11. Total of bills: **\$61,262.38.**

Approved Park Claims: ABC Termite & Pest Control 500.00, Black Hills Energy 22.06, Bock Concrete 14,569.50, OPPD 94.74, Windstream 5.90. Total of bills: **\$15,192.20.**

The meeting was adjourned at 8:19 p.m.

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Nick Nystrom  
Village Clerk

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Travis Moore  
Chairperson

A true and complete copy of the above minutes is available at the Village Clerk's Office during regular business hours.

## **VILLAGE OF EAGLE**

**September 1, 2020**

The Village Board of Trustees met in regular session at 7:00 p.m. on September 1, 2020 with Moore, Meier, Schukei 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 Moore named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park.

Motion by Moore, second by Schukei, to nominate Marcus Hochstein to the Village of Eagle Board of Trustees to fulfill the remainder of a four-year term expiring on December 6, 2022. Further discussion: Moore said one of the things he really appreciates about Hochstein is that he regularly shows up to meetings and actively participates in discussion. Surman inquired about Hochstein's budget experience. Hochstein said he runs his own company and has been in business for 10 years. Surman said he heard Hochstein was offered a position with the Village of Greenwood and asked if there is any truth to that. Hochstein said he is considering contract work with the Village of Greenwood to operate their sanitary sewer system. Surman asked if there will be an expectation to relocate to Greenwood. Hochstein said he has no plans to relocate from Eagle. Surman said Hochstein is on the current ballot and asked what the plan would be if he were elected to the Village Board in November for a four-year term. Hochstein said he would vacate the four-year term if he were appointed to the Village Board this evening; additionally, he would not campaign for the four-year term and ask people not to vote for him. Surman said the only problem with that scenario is it would increase the odds of re-election for the three current board members running again for office which may create a negative perception to the public. Meier said he also shares that concern. Hochstein said it is too late to remove his name from the ballot so he will be listed as a candidate regardless. Voting: Ayes – Moore. Nays – Schukei, Meier, Surman. Motion did not carry.

Motion by Moore, second by Schukei, to nominate Sandy Weyers to the Village of Eagle Board of Trustees to fulfill the remainder of a four-year term expiring on December 6, 2022. Further discussion: Surman inquired about Weyers' budget experience. Weyers said she runs an \$800,000-\$1,000,000 budget each year as the Director of Emergency Management for Cass County and oversees 40+ employees. Surman said Weyers currently serves on the Planning Commission which gives her some insight as to what is going on in the Village. Moore asked if Weyers would like to share her interests in applying for the Village Board. Weyers said she has many interests in the position especially with planning and budgeting wisely for Eagle's future. Moore said his only concern with Weyers is that she not only currently serves

on the Planning Commission but also serves as the Nuisance Hearing Officer, a position that very few people are qualified for. Freeman-Caddy said a member of the Village Board can also serve as the Nuisance Hearing Officer; however, this would be a policy decision the Village Board would need to address. Voting: Ayes – Surman, Meier, Schukei. Nays – Moore. Motion carried.

Sandy Weyers was sworn in as a new member of the Village of Eagle Board of Trustees.

Discuss/possible action: Chairperson to nominate appointee to the Village of Eagle Board of Adjustment – Moore said there are currently three regular members serving on the Board of Adjustment with two regular seats and one alternate seat remaining available for appointment.

Motion by Moore, second by Surman, to nominate Tammy Moyer for a term expiring December, 2021 and Paco Rodriguez for a term expiring December, 2020 to the Village of Eagle Board of Adjustment. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Chairperson to nominate appointee to the Village of Eagle Planning Commission – Moore said there are currently two regular seats and one alternate seat available for appointment on the Planning Commission.

Motion by Moore, second by Surman, to nominate Justin Davidson for a term expiring December, 2022 and Ashley Moyer for a term expiring December, 2021 to the Village of Eagle Planning Commission. Voting: Ayes – 5. Motion carried.

Report from Law Enforcement – Law Enforcement not present. Surman said the monthly report includes calls for service at both 238<sup>th</sup> Street and Maple Drive and neither of these locations are within the corporate limits of Eagle. Schukei expressed concern with vehicles lining up down 1<sup>st</sup> Street to pick up children after school and the safety issues this creates for Fire & Rescue in the event of an emergency. Moore encouraged the Street Committee to visit with Eagle Elementary and School District 145 about this concern to determine if alternate parking and pick-up arrangements can be made.

Report from Building & Zoning Administrator – Hestermann reported 7 new building permits, 1 certificate of occupancy and 51 inspections during the month of August. There are 29 total open permits to date. Surman said there were 3 different permits that required re-inspection and asked for an explanation. Hestermann said these permits are “in-process” and require more than one inspection visit. Freeman-Caddy asked if the new modular homes have been installed. Hestermann said yes. Freeman-Caddy asked if the mobile home community sign is situated in the right-of-way. Hestermann said yes; management has been made aware of the situation and have indicated that it will be relocated. Surman asked if the rules regulating outdoor storage containers apply to those residing in the extraterritorial jurisdiction. Hestermann said storage containers are currently approved on a conditional use

permit basis only but the intention is to have them included in the updated zoning regulations.

Open Forum – Surman said the milling process began on Applewood Drive and F Street today; one vehicle on F Street has refused to move up to this point and if it does not move by tomorrow morning it will be towed. Surman said Sargent Drilling performed the annual well and pump tests last month and noted that the flow meters are registering accurately. Gordon Electric has finished installing electricity to the automatic door at the Village office. Freeman-Caddy asked if Olsson will be assisting the Village during the construction of new streets as part of the Casey's General Store project. Nystrom said Brian Schuele (Olsson) has indicated that he will be providing a construction oversight proposal for the project. Weyers inquired as to when fencing will be reinstalled along the north boundary of the Casey's General Store project; there have been issues with trespassing on the adjacent property owner's grounds. Hestermann said he will contact the Casey's site supervisor to determine the projected time frame for fence installation.

Discuss/possible action: Approve Special Designated License (SDL) application for McIntosh Ventures located at 540 S. 4<sup>th</sup> Street on September 26, 2020 from 2:00 p.m. to 2:00 a.m. the following day – Ty McIntosh (Bailey's Local) said he would like to have an outdoor concert and street dance on 4<sup>th</sup> Street between D and E Streets. Surman said the estimated number of attendees is 200 and asked if that number will create an issue with the County Health Department's COVID-19 Directed Health Measures. McIntosh said he spoke with the Director of the Sarpy/Cass Health Department and at this time there is no issue with the number of projected attendees.

Motion by Surman, second by Meier, to approve the Special Designated License application for McIntosh Ventures located at 540 S. 4<sup>th</sup> Street on September 26, 2020 from 2:00 p.m. to 2:00 a.m. the following day. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider reimbursement to Josh Lahmon for drainage ditch repairs and culvert installation at 245 S. 4<sup>th</sup> Street in the amount of \$400.00 – Surman said per the April 20, 2020 Village Board meeting minutes, Lahmon was granted the authority to hire a third-party contractor to perform drainage ditch repairs and culvert installation adjacent to his property at his expense; a Culvert Agreement was approved the same evening indicating the same.

Motion by Surman, second by Meier, to deny reimbursement to Josh Lahmon for drainage ditch repairs and culvert installation at 245 S. 4<sup>th</sup> Street in the amount of \$400.00. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Schukei, to approve the purchase of water pumps and relay for the street sweeper from Rose Equipment in the amount of \$611.21. Voting: Ayes – 5. Motion carried.



Discuss/possible action: Consider options for Village of Eagle property located at 540 C Street – Moore said the former Village maintenance building was not sold at the public auction on July 18, 2020. There has since been some interest expressed in the property itself to tear down the existing structures and build a residential dwelling. Moore asked if there would be any interest from the Village Board to list the property for sale or conduct another public auction with specific terms to demolish the existing structures for future residential use on the grounds; the property would ideally be surveyed prior to sale to identify the boundary lines. Freeman-Caddy said if the property is expected to bring in more than \$5,000 a remonstrance notice will need to be published in the newspaper for three weeks; she would err on the side of caution and follow the publication rules. Surman said he would recommend selling the property in the fashion of sealed bids. Moore said he would recommend a live auction to offer more competition in the sale. Surman said a minimum bid could be required for sealed bids. Freeman-Caddy asked if there has been interest expressed in the property by more than one individual. Moore said yes. Freeman-Caddy was directed to create a resolution for the sale of property located at 540 C Street by means of a public auction. No further action taken.

Discuss/possible action: Consider mill levy options for Fiscal Year 2021 – Moore said at the Budget Workshop the Village Board was presented with three possible options regarding the 2020-2021 mill levy. The general consensus of the Village Board that evening was to select Option No. 3, which was a mill levy of 0.648695. Moore said Option No. 3 results in an estimated tax increase of \$25,511.27. Surman said an option the Village Board can consider is leaving the mill levy the same as last year (0.689602) and perhaps save the additional funds to go towards a community center in the future; in order to apply for grant funding it is critical to have matching funds. Moore said regardless of which mill levy option the Village Board chooses the amount of actual property tax funds received can be monitored throughout the year and perhaps the excess can be placed into the community center savings account. Nystrom said if the excess property tax funds are not actually spent this fiscal year, and are instead placed into a savings account, there will be no need to amend the budget from a projected profit/loss standpoint. The Village Board agreed to remain with Option No. 3 regarding the 2020-2021 mill levy and Nystrom was directed to report the same to the Village Accountant. No further action taken.

Discuss/possible action: Consider additional Health Savings Account contributions for Village of Eagle employee family insurance coverage – Surman said the Human Resources Committee has recommended that an additional \$1,500 per year be contributed to each employee's Health Savings Account (HSA) that has elected to receive family insurance coverage; this figure can potentially be increased another \$1,500 in the future to reach the maximum contribution. Surman asked if there are safeguards in place to protect the Village if an employee fraudulently attempts to apply for family insurance coverage. Nystrom said he was assured by the Village insurance carrier that there are enough checks and balances in place to catch any fraudulent applications. Weyers asked if the Village is solely self-insured. Nystrom said the insurance plan is considered a self-funded medical plan but is carried by

National General Benefits Solutions (Allied).

Motion by Moore, second by Weyers, to approve an additional Health Savings Account contribution of \$1,500 per year to each Village of Eagle employee eligible for family insurance coverage and to authorize the Village Board Chairperson to sign any necessary insurance documents authorizing the same. Voting: Ayes – 5. Motion carried.

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

Discuss/possible action: Approve claims – Surman questioned Claim Item No. 81 to Lovell Excavating in the amount of \$750.00 and asked if a determination has been made as to whether the sewer main adjacent to Buel Trucking is owned by the Village of Eagle and if proper easements are in place. Nystrom said yes, the sewer main is owned by the Village of Eagle and a utility easement is in place. Surman questioned Claim Item No. 83 to MI Diggers in the amount of \$700.00 and asked if the elevation at 205 S. 4<sup>th</sup> Street is correct. Marcus Hochstein (MI Diggers) said the elevation is correct and water will effectively drain to the north.

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

Approved Claims: Wages 9,348.65, Board Wages 1,200.00, ABC Termite & Pest Control 119.00, Al's Johns 240.00, Allied Benefit Systems 2,639.10, Amazon Marketplace 306.97, American Exchange Bank 750.00, Black Hills Energy 68.88, BOK Financial 11,126.25, Bound Tree Medical 692.00, Casey's 418.77, Cass Co. Sheriff's Dept 3,145.21, Constellation Energy 6.66, Dollar General 13.32, Eagle Automotive 348.95, Eagle Facilities & Grounds Assn 1,492.00, EFTPS 2,385.70, Frontier Cooperative 79.13, Google LLC 84.00, Gordon Electric 425.00, Rick Hestermann 5,463.89, Image Trend 500.00, Immense Impact LLC 549.45, John Deere Financial 343.64, John Hancock Investments 131.85, League of NE Municipalities 2,143.00, League of NE Municipalities-Utilities Section 545.00, Lovell Excavating 750.00, Matheson Tri-Gas 117.39, MI Diggers 700.00, Municipal Supply of Omaha 72.92, NE Dept of Rev 1,947.96, NE Public Health Env Lab 30.00, Norland Pure 6.00, One Call Concepts 44.54, OPPD 4,718.01, O'Reilly Auto Parts 89.70, People Service 5,463.00, Quick Med Claims 427.53, Rock Creek Refuse 200.00, Sargent Drilling 600.00, Timothy & Samantha Schroeder 300.00, UNUM 284.20, US Postmaster 30.35, Verizon Wireless 528.25, Windstream 386.11. Total of bills: **\$61,262.38.**

Approved Park Claims: ABC Termite & Pest Control 500.00, Black Hills Energy 22.06, Bock Concrete 14,569.50, OPPD 94.74, Windstream 5.90. Total of bills: **\$15,192.20.**

Report from Attorney – Freeman-Caddy said towing of unlicensed vehicles was on hold until after August 31, 2020 due to the Governor's reprieve through this date while navigating the COVID-19 pandemic. There were no comments or questions from the Village Board.

Report from Clerk/Treasurer – Nystrom said the vast majority of the last month has been spent on budget preparation. The total Village income for August was \$95,010.13. There were no comments or questions from the Village Board.

Discuss/possible action: Village of Eagle personnel and employment policies – Renae Feilmeier (Bromm, Lindahl, Freeman-Caddy & Lausterer) introduced herself as an attorney with an area of focus on employment law. Feilmeier said she recently had the opportunity to work with Nystrom while reviewing the Village's current employee leave policy. The current employee handbook provides for a good foundation; however, there were some areas where it may be in the Village's best interest to add certain policies. Feilmeier said one such example is requiring an employee to use their vacation time, compensatory time and sick time concurrently with their unpaid leave of absence. Under the current policy, if an employee requires a medical leave of absence, there is no requirement to utilize said benefits. Feilmeier said some other potential gaps in the handbook are that it currently does not require an employee to turn in their phone, keys, etc. during an extended leave of absence and there is not an existing social media policy. Moore asked if there were any training courses available that could be beneficial to Human Resources Committee members. Feilmeier said human resources can encompass many different areas but there should be basic courses available on a wide variety of different topics. Weyers asked if Feilmeier offers any training courses herself. Feilmeier said she has in the past and could potentially create training courses focused specifically on areas of concern in the future. No action taken.

The meeting was adjourned at 8:19 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 September 1, 2020 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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Travis Moore  
Chairperson