

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
AUGUST 17, 2020
EAGLE FIRE & RESCUE DEPARTMENT – 705 S 1st Street
7:00 P.M.

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

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

1. Discuss/possible action: Chairperson to nominate appointee to the Village of Eagle Board of Trustees to fulfill the remainder of a four-year term expiring on December 6, 2022.
2. Report from Fire & Rescue.
3. Open Forum.
4. Discuss/possible action: Approve modifications to the final construction cost assessments at 320 F Street and 705 South 3rd Street as part of the F Street Paving and Drainage Improvements Project.
5. Discuss/possible action: Approve Letter Agreement for Professional Services with Olsson to provide concept level trail design connecting the Eagle Estates subdivision to the MoPac Trail within the area of Outlot A in the amount of \$6,750.00.
6. Discuss/possible action: Approve Gordon Electric's estimate to run electricity to the automatic door at the Village office in the amount of \$425.00.
7. Discuss/possible action: Consider repair or replacement estimates of the ATS motherboard on the WWTP generator as presented by Power Tech.
8. Discuss/possible action: Consider purchase of Vortex Open 360 Pool Slide from Fry & Associates in the amount of \$24,250.00.
9. Report on Streets and Maintenance.
10. Report on Wells and Sewer.
11. Discuss/possible action: Consider additional Health Savings Account contributions for Village of Eagle employee family insurance coverage.
12. Discuss/possible action: Eagle Planning Commission and Board of Adjustment vacancies.
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 727 S. 1st Street, Eagle, Nebraska during regular business hours.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

August 7, 2020

Village of Eagle
Attn: Travis Moore
727 S 1st Street
Eagle, NE 68347

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Provide concept level trail design connecting the Eagle Estates subdivision to the MoPac Trail within the Outlot 'A' area. (the "Project")
Outlot 'A' Eagle Estates subdivision adjacent to MoPac Trail.

Dear Travis:

It is our understanding that Village of Eagle ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

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. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. 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 promptly upon signing.

COMPENSATION

Lump Sum Phases: Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,750.00). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

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 _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. 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 
Eric Beiermann

By 
Brian Schuele, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

VILLAGE OF EAGLE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Gordon Electric Inc.

Eagle, NE 68347

PO Box 50

517 S 4th St

Estimate

Date	Estimate #
8/11/2020	2427

Name / Address
Village of Eagle PO Box 130 Eagle, NE 68347

Customer approval signature: _____

Project

Description	Qty	Rate	Total
Village building Run power from the panel to the door switch Install a twin breaker in the panel Labor/Materials (note: This does not include any low voltage wiring in the door or setting limits on the door. If this needs to be done that will be charged by time and material)		425.00	425.00
Thank you for your business.			
Phone #			
4027602835			
E-mail			
dustinjames@hotmail.com			
Total			\$425.00



August 11, 2020

City of Eagle/ People Services
ATS Replacement

To City Council and Utilities Supervisor

Thank you for letting us have the opportunity to give you this proposal. After our technician was onsite he stated that the ATS mother board or main processor had failed and was effecting the operation of the ATS. The below price includes troubleshooting already performed and the needed labor and parts to replace the existing ATS and to save costs the existing wires and enclosure would be reused. Powertech appreciates the opportunity to be able to offer this to you. It will include the following:

- Parts and Labor to replace the existing ATS reusing the existing wires and enclosure
- New ATS replacement comes with a 1 year warranty

All parts and labor not to exceed based on current findings-----\$4650.00

Thanks for the opportunity to provide this proposal to you.

Tax not included.

Bob Morton
Service Manager



2614 Railroad Highway
Council Bluffs, IA 51503
C: 402.651.3175
BMorton@powertechteam.com

Main Office

2614 Railroad Highway • Council Bluffs, IA. 51503
Office (712) 256-8702 • Fax (712) 256-4404



August 11, 2020

City of Eagle/ People Services
ATS Repair

To City Council and Utilities Supervisor

Thank you for letting us have the opportunity to give you this proposal. After our technician was onsite he stated that the ATS mother board or main processor had failed and was effecting the operation of the ATS. The below price includes troubleshooting already performed and the needed labor and parts to repair the existing ATS.

Powertech appreciates the opportunity to be able to offer this to you. It will include the following:

- 4Parts and Labor to repair the existing ATS

All parts and labor not to exceed based on current findings-----\$4244.00

Thanks for the opportunity to provide this proposal to you.

Tax not included.

Bob Morton
Service Manager



2614 Railroad Highway
Council Bluffs, IA 51503
C: 402.651.3175
BMorton@powertechteam.com

Main Office

2614 Railroad Highway • Council Bluffs, IA. 51503
Office (712) 256-8702 • Fax (712) 256-4404



Fry & Associates, Inc.
 101 E 15th Ave, North Kansas City MO 64115
 t. 816-221-4825 f. 816-221-4831

QUOTE

Number FRYQ63651
 Date Jul 29, 2020

End User	Ship To	Bill To
VILLAGE OF EAGLE, NE Nick Nystrom Accounts Payable Box 130 Eagle, Nebraska 68347 United States	VILLAGE OF EAGLE, NE Accounts Payable Box 130 Eagle, Nebraska 68347 United States	VILLAGE OF EAGLE, NE Nick Nystrom Accounts Payable Box 130 Eagle, Nebraska 68347 United States

Here is the quote you requested.

Associates	P.O. Number	Ship Via	Terms
Andrew J Ferguson		Common	Net 10

Qty	Description	Unit Price	Ext. Price
1	REPLACEMENT POOL SLIDE SR Smith Vortex Open 360 Pool Slide Ladder Version Blue	\$20,750.00	\$20,750.00
	FREIGHT IS ESTIMATED MAXIMUM ACTUAL FREIGHT WILL BE CALCULATED AT TIME OF DELIVERY AND ADJUSTED		

Please contact me if I can be of further assistance.

SubTotal	\$20,750.00
Tax	\$0.00
Shipping	\$3,500.00
Total	\$24,250.00

Shipping Contact: Nick Nystrom
Email: nick@eaglene.gov

Phone: 402-781-2748
Fax:

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the

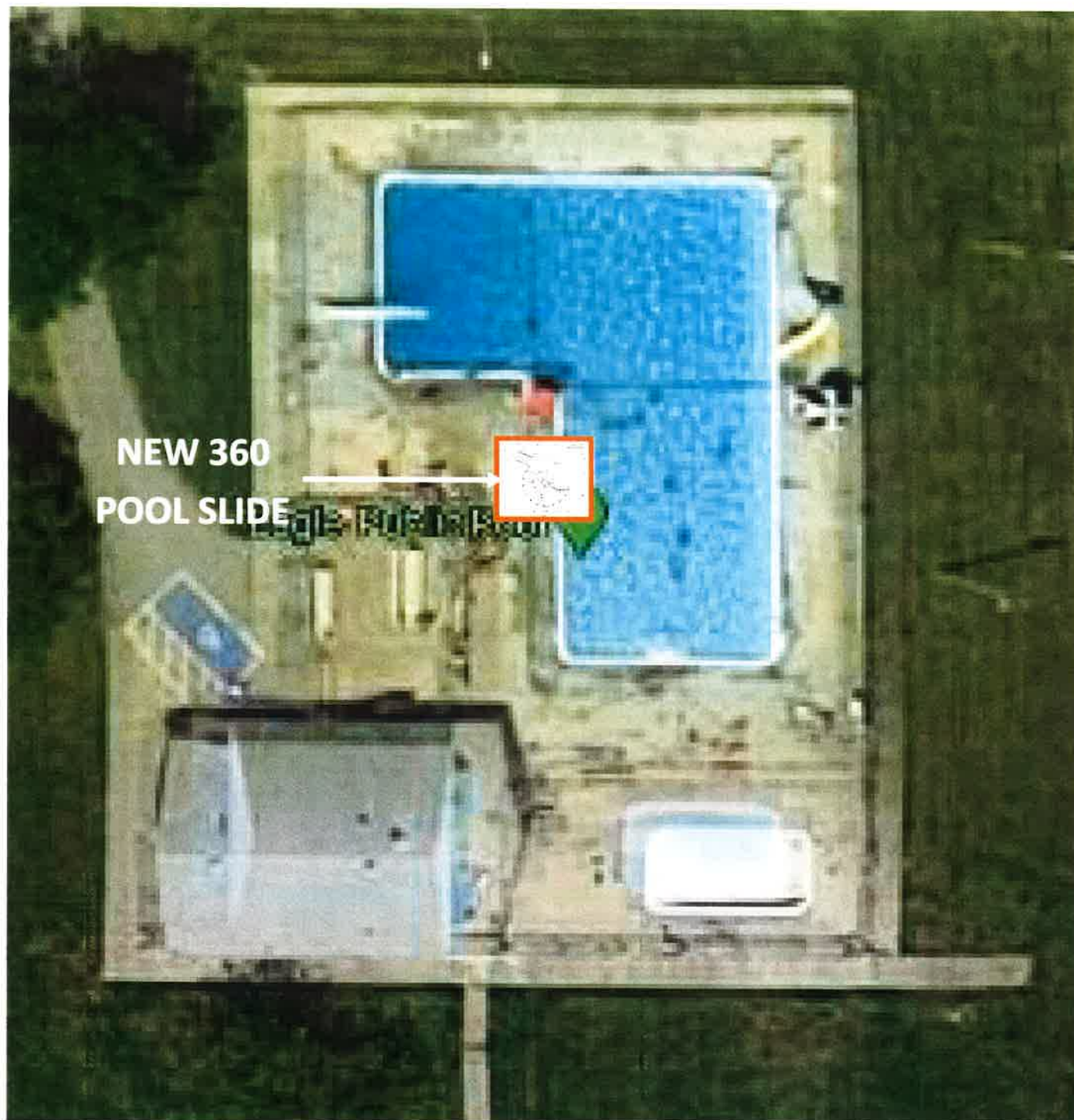
Quote Accepted By: _____ Date: _____
 Pricing is CASH pricing. 3.5% will be added to the total for credit card transactions
 Unless otherwise indicated all pricing good for 30 days from quote date



Terms and Conditions

1. Fry & Associates, Inc. ("Fry") hereby offers to sell the products and services described in this Quotation (the "Goods"), but only on the terms and conditions described herein. If Buyer submits to Fry a purchase order or other documentation with terms and conditions different from or additional to the terms and conditions described in this Quotation, Fry hereby objects to those terms and does not assent to them. No such term shall be considered to be a part of any contract between the parties.
2. The quoted purchase price may be increased to the extent that Fry's cost of the Goods may be increased as a result of (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable for any excises, levies or taxes which Fry may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.
3. All pricing is good for 30 days from quote date unless otherwise indicated.
4. All pricing is cash pricing and includes a 3.5% discount. Use of a credit card or other non-cash basis of payment will remove this discount.
5. Cancellation of this order or part of this order will incur a restocking charge and forfeiture of any deposits made. Buyer will be responsible for any freight charges incurred. Acceptance of any returns are at the discretion of the manufacturer. No goods shall be returned for credit without first obtaining written consent from Fry.
6. Any changes to this order must be agreed to in writing and signed by both parties before they become valid.
7. Claims by Buyer for shortages, damages or errors in delivery must be made within five (5) days after the delivery of the goods. Goods are sold subject to the standard manufacturing practices of Fry's suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.
8. Buyer shall assume all risk of loss or damage upon delivery by Fry to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Fry's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Fry shall not be liable for any damages caused by failure or delay in shipping the Goods if such failure or delay is beyond the reasonable control of Fry.
9. This quotation may be accepted to form a binding contract upon any one of the following options: 1. Signature below and a deposit (if required) to Fry for the items listed in this quote prior to the expiration date. 2. Issuance of a purchase order to Fry referencing this quote and the terms and conditions herein prior to the expiration date above
10. Any payment terms are with approved credit. Any payment not made within terms is subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance.
11. All manufacturer's warranties are honored solely under the terms set forth by the manufacturer and are not the responsibility of Fry.
12. All information presented in this quote is the responsibility of the Buyer to verify for accuracy and completeness.
13. Any agreement arising out of this transaction shall be deemed to have been made in Clay County, Missouri. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Missouri.
14. If Buyer requests deferral of deliveries, Fry's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Fry may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, Fry may require a change in pricing based on required delivery date.
15. Fry will do its best to inform the buyer of anticipated lead times on products and services. Fry is not responsible for any changes in lead times from manufacturers and will not accept responsibility for damages due to project delays.
16. In addition to the foregoing, Buyer agrees to save and hold Fry & Associates, Inc. harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Fry & Associates, Inc. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Fry & Associates, Inc. in connection with the defense of any such claim.

EAGLE NEBRASKA POOL SLIDE





360 Degree Vortex Slide

2020 PLANNING COMMISSION ORGANIZATION							
NAME	POSITION	APPT DATE	RENEWAL DATE	PHONE #	PHONE # 2	EMAIL ADDRESS	
Terry Caddy	Chairperson	12/4/2018	12/1/2021	402-781-2028	402-450-4282	TerryCaddy75@gmail.com	
Ty McIntosh	Vice Chair	12/4/2018	12/1/2021	308-870-2887		ty.mcintosh@hotmail.com	
Randy Todd	Secretary	12/5/2017	12/1/2020	402-781-2118	402-432-6989	rltodd@windstream.net	
Sandy Weyers	Member	12/4/2018	12/1/2021	402-875-1149		cassneema@hotmail.com	
Willa DiCostanzo	Member	12/3/2019	12/1/2022	402-770-8518		willa.dicostanzo@gmail.com	
Douglas Cummins	Member	12/5/2017	12/1/2020	402-781-9688		Doug_cummins@reagan.com	
James Dobbins	Member	12/3/2019	12/1/2022	402-416-6895		jameskdobbins@gmail.com	
VACANT	Alternate						

NOTE: Willa DiCostanzo now resides outside the corporate limits of the Village of Eagle

2020 BOARD OF ADJUSTMENTS ORGANIZATION						
NAME	POSITION	APPT DATE	RENEWAL DATE	PHONE #	PHONE # 2	EMAIL ADDRESS
Terry Caddy	Chairperson	12/3/2019	12/1/2022	781-2028	450-4282	terrycaddy75@gmail.com
Mike Nespor	Vice Chair	12/3/2019	12/1/2022		429-8020	mnesp@windstream.net
Marcus Hochstein	Member	12/4/2018	12/4/2021	730-7749		midiggers@windstream.net
VACANT	Member		12/1/2021			
VACANT	Member		12/1/2020			
VACANT	Alternate		12/1/2020			

VILLAGE OF EAGLE

August 4, 2020

The Village Board of Trustees met in regular session at 7:00 p.m. on August 4, 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.

Open Forum – Meier said on behalf of the Eagle Fire & Rescue Department he would like to notify the public that there have been some difficulties locating the correct property addresses on emergency calls due to homes not having their numbers displayed prominently. The Village employees will identify those properties in need of house numbers and send letters to the owners to make them aware of this concern. Terry Caddy asked if siding will be installed on the new accessory building at 707 S. 5th Street. Hestermann said it is his understanding the accessory building will have steel siding installed. Caddy asked if the property at 535 C Street meets the lot coverage requirements with the latest accessory building being constructed. Hestermann said yes.

Motion by Surman, second by Meier, to introduce Resolution 2020-06. Voting: Ayes – 4. Motion carried.

Chairperson Moore read Resolution 2020-06 entitled:

RESOLUTION NO. 2020-06

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

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

WHEREAS, the Village Board of Trustees of the Village of Eagle, Nebraska, as the Village of Eagle's Governing Body, does desire to adopt this resolution providing for temporary no parking by any vehicle during the Applewood Drive and F Street Mill and Overlay Improvements Project, at the discretion of the Village of Eagle Street Committee, in the following locations which are located within the corporate limits of the Village of Eagle, Nebraska, to wit:

- 1) Temporary no parking along the entire north and south sides of Applewood Drive between the intersections of Eagle Drive and Parkview Avenue.
- 2) Temporary no parking along the entire north and south sides of F Street between

Wulf Drive and 6th Street.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Eagle, Nebraska, as follows:

Section 1. That the findings hereinabove made should be and are hereby made a part of this Resolution as fully as if set out at length herein.

Section 2. That traffic control devices, to wit: "Temporary No Parking" signs, be erected on the north and south sides of Applewood Drive and F Street, so that temporary no parking areas described above are adequately marked and that said designation during the project indicated shall be enforceable pursuant to the No Parking provisions of the Eagle Municipal Code.

Section 3. That upon the approval of this Resolution, the aforementioned traffic control devices shall be erected at the discretion of the Village of Eagle Street Committee during the Applewood Drive and F Street Mill and Overlay Improvements Project and this Resolution shall remain in full force and effect until further action of the Governing Body.

Motion by Surman, second by Schukei, to adopt Resolution 2020-06. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve an Electronic Recycling Event with Keep Cass County Beautiful on August 22, 2020 from 9:00 a.m. until noon at 540 C Street. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Schukei, to approve MI Diggers proposal for drainage ditch repair work on the west side of 4th Street between 'B' and 'C' Streets in the amount of \$1,000. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Meier, to approve the purchase of three surface mount benches for the Eagle Pool from Summit Supply of Colorado in the amount of \$2,953.78. Voting: Ayes – 4. Motion carried.

Motion by Schukei, second by Moore, to approve the annual maintenance and inspection of sanitary sewer service lines by Johnson Service Company in an amount not to exceed \$20,000. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Meier, to approve the purchase of holiday decorations from Lowe's Home Improvement in an amount not to exceed \$700.00. Voting: Ayes – 4. Motion carried.

Motion by Moore, second by Meier, to approve the 100% Employee/100% Family self-funded medical plan proposal presented by National General Benefits Solution. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Schukei, to approve minutes as typed for the previous meeting. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve claims as presented. Voting: Ayes – 4. Motion carried.

Approved Claims: Wages 9,776.34, Board Wages 1,000.00, ABC Termite & Pest Control 55.00, Allied Benefit Systems 2,639.10, American Exchange Bank 750.00, Black Hills Energy 68.69, Blue Valley Public Safety 1,380.00, Bock Concrete 1,452.00, Bromm Lindahl Freeman-Caddy & Lausterer 2,244.50, Casey's 523.50, Cass Co. Sheriff's Dept 3,145.21, Jennifer Caylor 300.00, Christiansen Tree Svc 935.00, Coca-Cola of Lincoln 474.48, Constellation Energy 7.99, Dollar General 19.45, Eagle Facilities & Grounds Assn 1,492.00, Eagle State Bank 100.00, EFTPS 2,587.50, EPN of Nebraska 511.00, Gabel Construction 13,330.00, Google LLC 84.00, Hamilton Equipment 91.67, Rick Hestermann 1,167.46, Int'l Institute of Municipal Clerks 195.00, John Deere Financial 49.64, John Hancock Investments 174.25, Charles & Laureen Lakatos 300.00, Jacy Ludwig 300.00, Matheson Tri-Gas 117.39, Mid-American Research Chemical 775.50, Midwest Door & Hardware 3,750.00, NE Dept of Rev 2,120.91, NE Medicine 258.75, NE Public Health Env Lab 314.00, NE Rural Water Assn 175.00, Norland Pure 24.00, Olsson 1,282.32, One Call Concepts 30.33, OPPD 4,752.18, People Service 5,463.00, Shai Phaisan 300.00, Quick Med Claims 137.26, Rose Equipment 660.00, Rick Thompson 300.00, United States Treasury 7.62, UNUM 284.20, US Postmaster 361.00, Verizon Wireless 547.11, Village of Alvo 2,500.00, Voice News 252.48, Vincent & Michelle Ware 228.52, Windstream 387.00. Total of bills: **\$70,182.35**.

Approved Park Claims: ABC Termite & Pest Control 500.00, Black Hills Energy 22.06, OPPD 94.66, Windstream 5.90. Total of bills: **\$622.62**.

Motion by Moore, second by Schukei, to approve the Construction Contract with Cather & Sons Construction for the Applewood Drive and F Street Mill and Overlay Improvements Project, 2020. Voting: Ayes – 4. Motion carried.

The meeting was adjourned at 8:15 p.m.

Nick Nystrom
Village Clerk

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

August 4, 2020

The Village Board of Trustees met in regular session at 7:00 p.m. on August 4, 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.

Acknowledge vacancy on the Eagle Village Board of Trustees – Moore said at the last regular meeting Lahmon submitted his written resignation as a member of the Eagle Village Board of Trustees. Moore formally acknowledged the vacancy on the Eagle Village Board of Trustees and said applications will be accepted to fill the remainder of Lahmon's term expiring on December 6, 2022. A nomination for the vacancy will be presented at the next regular board meeting on August 17, 2020.

Report from Law Enforcement – Law Enforcement not present. Agenda item tabled.

Report from Building & Zoning Administrator – Hestermann reported 2 new building permits, 1 certificate of occupancy and 14 inspections during the month of July. There are 31 total open permits to date. Surman said a 60-day temporary occupancy permit was issued earlier this year and inquired as to when the permit will expire. Hestermann said the temporary occupancy permit at 460 Eagle Drive is set to expire on August 23, 2020.

Open Forum – Meier said on behalf of the Eagle Fire & Rescue Department he would like to notify the public that there have been some difficulties locating the correct property addresses on emergency calls due to homes not having their numbers displayed prominently. The Village employees will identify those properties in need of house numbers and send letters to the owners to make them aware of this concern. Terry Caddy asked if siding will be installed on the new accessory building at 707 S. 5th Street. Hestermann said it is his understanding the accessory building will have steel siding installed. Caddy asked if the property at 535 C Street meets the lot coverage requirements with the latest accessory building being constructed. Hestermann said yes.

Motion by Surman, second by Meier, to introduce Resolution 2020-06. Voting: Ayes – 4. Motion carried.

Chairperson Moore read Resolution 2020-06 entitled:

RESOLUTION NO. 2020-06

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

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

WHEREAS, the Village Board of Trustees of the Village of Eagle, Nebraska, as the Village of Eagle's Governing Body, does desire to adopt this resolution providing for temporary no parking by any vehicle during the Applewood Drive and F Street Mill and Overlay Improvements Project, at the discretion of the Village of Eagle Street Committee, in the following locations which are located within the corporate limits of the Village of Eagle, Nebraska, to wit:

- 1) Temporary no parking along the entire north and south sides of Applewood Drive between the intersections of Eagle Drive and Parkview Avenue.
- 2) Temporary no parking along the entire north and south sides of F Street between Wulf Drive and 6th Street.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Eagle, Nebraska, as follows:

Section 1. That the findings hereinabove made should be and are hereby made a part of this Resolution as fully as if set out at length herein.

Section 2. That traffic control devices, to wit: "Temporary No Parking" signs, be erected on the north and south sides of Applewood Drive and F Street, so that temporary no parking areas described above are adequately marked and that said designation during the project indicated shall be enforceable pursuant to the No Parking provisions of the Eagle Municipal Code.

Section 3. That upon the approval of this Resolution, the aforementioned traffic control devices shall be erected at the discretion of the Village of Eagle Street Committee during the Applewood Drive and F Street Mill and Overlay Improvements Project and this Resolution shall remain in full force and effect until further action of the Governing Body.

Motion by Surman, second by Schukei, to adopt Resolution 2020-06. Voting: Ayes – 4. Motion carried.

Motion by Surman, second by Meier, to approve an Electronic Recycling Event with Keep Cass County Beautiful on August 22, 2020 from 9:00 a.m. until noon at 540 C Street. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve MI Diggers proposal for drainage ditch repair work on the west side of 4th Street between 'B' and 'C' Streets in the amount of \$1,000 – Marcus Hochstein (MI Diggers) said if his bid is approved tonight, and the maintenance department has time to complete the work first, it will not be a problem with him. Surman asked if the existing culvert at 205 S. 4th Street will actually need to be lowered 6'. Hochstein said yes; in linear feet, not in depth.

Motion by Surman, second by Schukei, to approve MI Diggers proposal for drainage ditch repair work on the west side of 4th Street between 'B' and 'C' Streets in the amount of \$1,000. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve purchase of three surface mount benches for the Eagle Pool from Summit Supply of Colorado in the amount of \$2,953.78 – Moore said the Park Board and Park & Recreation Commission have identified this project as something they would like to get accomplished this fiscal year. These three benches will upgrade the last of the old benches remaining at the Eagle Pool. Schukei encouraged the use of Teflon between the concrete and the bench posts to protect the benches from rusting. Surman inquired about delivery time. Nystrom said he anticipates two weeks from the time the order is placed.

Motion by Moore, second by Meier, to approve the purchase of three surface mount benches for the Eagle Pool from Summit Supply of Colorado in the amount of \$2,953.78. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve annual maintenance and inspection of sanitary sewer service lines by Johnson Service Company in an amount not to exceed \$20,000 – Nystrom said the fee schedule will remain the same as last year and the plan is to focus primarily on the north/northeast quadrants of town. Moore asked if the Sewer Board recommends continuing with the service this year and beyond. Schukei said yes.

Motion by Schukei, second by Moore, to approve the annual maintenance and inspection of sanitary sewer service lines by Johnson Service Company in an amount not to exceed \$20,000. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Casey's General Store project updates and construction oversight – Nystrom said as of July 31, 2020 there has been a lot of demolition and grading activity at the site of the future Casey's General Store along 1st Street & Highway 34. Freeman-Caddy said she would recommend some construction oversight by Olsson primarily for the installation of streets which will ultimately be dedicated back to the Village of Eagle. Nystrom said he has reached out to Eric Beiermann (Olsson) and is awaiting a response on the construction oversight inquiry.

Moore asked if an answer was received from the Casey's project representatives on vehicular access in and out of the Village office/shop during construction. Nystrom said he was informed that Casey's will accommodate vehicular access throughout the duration of the project. Surman asked if there was a purpose in removing the fence surrounding 135 F Street this early in the project. Nystrom said he is unsure. Caddy asked if there are any concerns with construction vehicles parking on municipal property. Moore said he generally doesn't have a problem with this unless it interferes with the Village's daily operations. No action taken.

Discuss/possible action: Consider options for the purchase of holiday decorations – Moore said there has been a lot of interest from residents recently about having holiday decorations put back up on 4th Street. Surman said the idea being considered is Christmas bows hanging from the lantern-style light poles along 4th Street with garland down the poles; the bows have very little weight to them which should satisfy OPPD. Surman provided a list of options for indoor/outdoor Christmas bows from various suppliers as well as a sample bow from Lowe's Home Improvement. Moore said there has also been interest expressed for American flags on the light poles which can be discussed at this year's Budget Workshop. Meier asked how the bows will be installed on the light poles. Surman said zip ties will be used to hang the decorations and some type of personnel lift will need to be rented to reach the correct height of the light poles. Meier said he would recommend the Village Board consider the purchase of a lift during the Budget Workshop. Moore said he believes there are ten lantern-style light poles on 4th Street that would need decorated and asked if the Village Board has a preference on the length of bows and the supplier. The Village Board preferred the 33" height bows from Lowe's Home Improvement. Moore said the total cost for bows will be approximately \$400 and said he would recommend additional funds be allocated for garland.

Motion by Moore, second by Meier, to approve the purchase of holiday decorations from Lowe's Home Improvement in an amount not to exceed \$700.00. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Consider family insurance coverage options for Village of Eagle employees – Nystrom said there were a couple follow-up questions from the last meeting that have since been answered by Bill Zimmer, the Village's employee insurance agent. There was some concern over the \$6,000 family deductible and whether it would be affordable for the employee if a member of his/her family had a serious illness or injury. Nystrom said Zimmer replied that the deductible is embedded; this means if only one person in the family has a major claim then their deductible is \$3,000; to reach the family deductible of \$6,000 an employee would need to have at least two people on his/her plan hit the \$3,000 individual deductible. Nystrom said another question was regarding the option of adding additional funds to the employee's Health Savings Account (HSA) to help offset the increased deductible. Zimmer replied that this is a legitimate option and each employee would need to be treated equally based on insured status. Surman said he also asked Zimmer to look into a family insurance package option with a deductible of less than

\$6,000 but the cost was not feasible. Moore said currently the Village offers a \$250/month HSA to each employee under the employee-only insurance plan and asked if there is a maximum HSA contribution under the proposed family plan. Nystrom said the maximum would be \$500/month under the family plan. Surman said money that already exists in the employee's HSA can be used under a new family plan as well. Moore said Zimmer provided the Village Board with a breakdown of insurance costs ranging from 100% Employee/80% Family to 100% Employee/100% Family. Surman said he has no problem with 100% coverage for both the employee and family but feels if the Village Board wants to entertain an increase to the HSA it should be considered at another date.

Motion by Moore, second by Meier, to approve the 100% Employee/100% Family self-funded medical plan proposal presented by National General Benefits Solution. Voting: Ayes – 4. Motion carried.

Motion by Meier, second by Schukei, to approve minutes as typed for the previous meeting. Voting: Ayes – 4. Motion carried.

Discuss/possible action: Approve claims – Surman suggested Claim Item No. 77 in the amount of \$8,080.00 for the F Street sidewalk installation by Gabel Construction be paid out of the Street & Sidewalk Repair Savings Account. The Village Board agreed.

Motion by Surman, second by Meier, to approve claims as presented. Voting: Ayes – 4. Motion carried.

Approved Claims: Wages 9,776.34, Board Wages 1,000.00, ABC Termite & Pest Control 55.00, Allied Benefit Systems 2,639.10, American Exchange Bank 750.00, Black Hills Energy 68.69, Blue Valley Public Safety 1,380.00, Bock Concrete 1,452.00, Bromm Lindahl Freeman-Caddy & Lausterer 2,244.50, Casey's 523.50, Cass Co. Sheriff's Dept 3,145.21, Jennifer Caylor 300.00, Christiansen Tree Svc 935.00, Coca-Cola of Lincoln 474.48, Constellation Energy 7.99, Dollar General 19.45, Eagle Facilities & Grounds Assn 1,492.00, Eagle State Bank 100.00, EFTPS 2,587.50, EPN of Nebraska 511.00, Gabel Construction 13,330.00, Google LLC 84.00, Hamilton Equipment 91.67, Rick Hestermann 1,167.46, Int'l Institute of Municipal Clerks 195.00, John Deere Financial 49.64, John Hancock Investments 174.25, Charles & Laureen Lakatos 300.00, Jacy Ludwig 300.00, Matheson Tri-Gas 117.39, Mid-American Research Chemical 775.50, Midwest Door & Hardware 3,750.00, NE Dept of Rev 2,120.91, NE Medicine 258.75, NE Public Health Env Lab 314.00, NE Rural Water Assn 175.00, Norland Pure 24.00, Olsson 1,282.32, One Call Concepts 30.33, OPPD 4,752.18, People Service 5,463.00, Shai Phaisan 300.00, Quick Med Claims 137.26, Rose Equipment 660.00, Rick Thompson 300.00, United States Treasury 7.62, UNUM 284.20, US Postmaster 361.00, Verizon Wireless 547.11, Village of Alvo 2,500.00, Voice News 252.48, Vincent & Michelle Ware 228.52, Windstream 387.00. Total of bills: **\$70,182.35**.

Approved Park Claims: ABC Termite & Pest Control 500.00, Black Hills Energy 22.06, OPPD 94.66, Windstream 5.90. Total of bills: **\$622.62**.

Report from Attorney – Freeman-Caddy said the installation of new mobile homes at Eagle Way is progressing. The Village office reported a few unlicensed vehicles remained on private property and the general consensus from last meeting was to issue nuisance notices and allow the property owners five additional days to come into compliance before said vehicles were towed away at the owner's expense. Nystrom said all vehicles have since come into compliance once the property owner's received the nuisance notices. Freeman-Caddy said she would recommend Eagle Elementary is made aware of the upcoming construction projects, primarily on 1st Street and F Street, so they can communicate with parents and the transportation department. Meier discussed concerns with various unlicensed and inoperable vehicles present on private property.

Report from Clerk/Treasurer – Nystrom said the Budget Workshop has been scheduled for August 24, 2020 at 7:00 p.m. The F Street Paving & Drainage Improvements Project will be commencing soon; the plan is to have pre-construction meeting and locates cleared by August 11, 2020. Meier said at a past meeting Lahmon had mentioned a curb cut being too wide at Eagle Estates and asked if a determination has been made. Nystrom said Hestermann measured the curb cut and feels that it meets code. Meier asked if and when the recycle trailer will be put back in service. Nystrom said it will be up to the Village Board to decide what will happen with the recycle trailer in the future. Surman discussed concerns with various properties containing overgrown grass, weeds and worthless vegetation. Nystrom said the total Village income for July was \$73,874.17.

Motion by Moore, second by Schukei, to approve the Construction Contract with Cather & Sons Construction for the Applewood Drive and F Street Mill and Overlay Improvements Project, 2020. Voting: Ayes – 4. Motion carried.

Report from Law Enforcement – Meier said he has been hearing complaints about the volume of construction trucks traveling down 1st Street at a high rate of speed and engine braking. Freeman-Caddy said she would recommend law enforcement is made aware of this concern especially with school preparing to open for the year.

The meeting was adjourned at 8:15 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 August 4, 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

Nick Nystrom
Village Clerk

Travis Moore
Chairperson