

VILLAGE OF EAGLE
BOARD OF TRUSTEES AGENDA
AUGUST 5, 2025
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—

--PLEDGE OF ALLEGIANCE

1. Report from Law Enforcement.
2. Report from Building & Zoning Administrator.
3. Open Forum.
4. Discuss/possible action: Approve Makinsey Lonergan attending the EMT to AEMT Bridge Class at a cost of \$1,200.00.
5. Discuss/possible action: Updates on the proposed Interlocal Agreement between the Village of Eagle and Eagle/Alvo Rural Fire District.
6. Discuss/possible action: Consider purchase of 6" Mueller Fire Hydrants and related accessories from Municipal Supply of Omaha in an amount not to exceed \$3,344.01 each.
7. Discuss/possible action: Consider the purchase of barricades and traffic control signage from All Road Barricades in the amount of \$1,298.82.
8. Discuss/possible action: Review and acceptance of proposals from Snyder & Associates for the F Street Reconstruction Project (\$71,700) and the 4th Street Reconstruction Project (\$120,400).
9. Discuss/possible action: Resolution 2025-05 – Signing of the 2025 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards.
10. Discuss/possible action: Approve or deny minutes as typed for the previous meeting.
11. Discuss/possible action: Approve claims.
12. Report from Attorney.
13. Report from Clerk/Treasurer.
14. Discuss/possible action: Consider possible acquisition of real estate located at Lot 3, Replat of Lot 1, Rockenbach Addition to the Village of Eagle, Cass County, Nebraska.

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



Robin Damall, Director
709 Rosedale Dr.
Scottsbluff, NE 69361
Cell: 308.631.2424
Email: ems.edu911@gmail.com

Andrew Snodgrass, Asst. Director
Nebraska City, NE 68410
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EMT to AEMT Bridge Class
Based in Broken Bow, NE
Start Date: August 11, 2025

**Can be Zoomed to your location – Paramedic
needed at ZOOM locations for hands on skills.**

Interested Students Contact:

- Robin Damall or Andrew Snodgrass
- Deadline to Register: August 4, 2025

Instructor: Kelvin Krietman

Tuition: \$1200 - includes lab fees, FISDAP testing, and program polo

Hybrid Course:

- Online: PowerPoint, Flashcards, Homework, Quizzes, and Section Exams are online access.
- Hands - On Class once a week for 6 weeks – then time to complete 154 hours of field/clinical hours.
- Minimal Lectures with hybrid!

ARTICLE V: INSURANCE REQUIREMENTS

- **Section 5.1.** Insurance Obligations
- **Section 5.2.** Types of Insurance and Coverage Limits
- **Section 5.3.** Additional Insureds
- **Section 5.4.** Proof of Insurance
- **Section 5.5.** Additional Provisions

ARTICLE VI: TERMINATION

- **Section 6.1.** Termination for Cause
- **Section 6.2.** Termination for Convenience
- **Section 6.3.** Disposition of Assets Upon Termination
- **Section 6.4.** Post-Termination Obligations
- **Section 6.5.** Transition Assistance
- **Section 6.6.** Termination Procedures
- **Section 6.7.** Effect of Termination

ARTICLE VII: DISPUTE RESOLUTION

- **Section 7.1.** Good Faith Negotiations
- **Section 7.2.** Mediation
- **Section 7.3.** Arbitration
- **Section 7.4.** Litigation
- **Section 7.5.** Waiver of Rights
- **Section 7.6.** Venue and Jurisdiction
- **Section 7.7.** Costs and Fees
- **Section 7.8.** Enforcement of Dispute Resolution

ARTICLE VIII: MISCELLANEOUS

- **Section 8.1.** Public Announcements
- **Section 8.2.** Force Majeure
- **Section 8.3.** Notice
- **Section 8.4.** Severability
- **Section 8.5.** Assignment
- **Section 8.6.** Governing Law
- **Section 8.7.** Good Faith
- **Section 8.8.** Entire Agreement
- **Section 8.9.** Amendments
- **Section 8.10.** Authority to Bind
- **Section 8.11.** Non-Discrimination
- **SIGNATURE PAGE**

- **EXHIBITS**

- **Exhibit A:** Preliminary Plans
- **Exhibit B:** Final Design Plans
- **Exhibit C:** Legal Description/Drawing of Facility Property
- **Exhibit D:** Triple Net Lease with EFGA

This INTERLOCAL AGREEMENT (“Agreement”) is entered into effective _____, 2025 (“Effective Date”) by and between the VILLAGE OF EAGLE, NEBRASKA, a municipal corporation organized under the laws of the State of Nebraska (hereinafter referred to as the “Village”), and the EAGLE ALVO RURAL FIRE DISTRICT, a rural fire protection District organized under the laws of the State of Nebraska (hereinafter referred to as the “DISTRICT”), parties executing this Agreement as further described in Paragraph 1 hereof, all of which are public agencies within the meaning of Neb. Rev. Stat. § 13-803. The Village and the District may each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (hereinafter referred to as the “Act”), authorize two (2) or more public agencies to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public agencies and for the creation of a joint entity with the powers delegated to the joint entity by such public agencies, and this Agreement is made and entered into pursuant to these provisions and no separate legal or administrative entity is created under this Agreement;

WHEREAS, the Village and the District have previously cooperated in providing fire and emergency services to residents of the Village and the District;

WHEREAS, the Parties have determined that it would be mutually beneficial to jointly construct, own, operate, and maintain a new fire station facility to serve the community more efficiently;

~~WHEREAS, the Parties previously executed a Letter of Intent outlining their mutual understanding of the key terms regarding the construction, ownership, cost-sharing, and operations of said facility; and~~

WHEREAS, the Parties desire to clearly define the terms and conditions under which said facility will be constructed, financed, managed, maintained, and operated.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

ARTICLE I: GENERAL PROVISIONS

Section 1.1. Parties. The Parties to this Agreement are public agencies within the meaning of Neb. Rev. Stat. § 13-803. Each Party understands and agrees that it is a public agency within the

meaning of Neb. Rev. Stat. § 13-803. Each Party consents to the participation in this Agreement by the other Parties. Each Party agrees and acknowledges that this Agreement shall become binding upon each Party upon execution of this Agreement by all Parties.

Section 1.2. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below. Terms may be used in the singular or plural form, as context dictates. Unless otherwise indicated, references to Articles, Sections, or Exhibits mean those contained in this Agreement. Additional defined terms may be provided in other sections of this Agreement.

- a) “Act” means the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., together with Article XV, Section 18 of the Constitution of the State of Nebraska.
- b) “Agreement” means this Interlocal Agreement for Fire Station by and between the Village and the District, including all exhibits, attachments, and amendments.
- c) “Appraisal Process” means the method by which Fair Market Value is established for the Facility or any Party’s interest therein, as required by this Agreement.
- d) “Association” means the Eagle Facilities & Grounds Association, a Nebraska nonprofit corporation with its principal office located at PO Box 130, Eagle, Nebraska 68347.
- e) “Bonds” means any debt instruments jointly issued, issued by a Party, or otherwise utilized by a Party or by the Parties to finance the Project’s construction. This includes, but is not limited to, general obligation bonds, revenue bonds, lease-purchase financing or other lawful borrowing mechanisms.
- f) “Change Order” means a written amendment or modification to the approved Project plans, specifications, construction contracts, or related agreements that materially affects the scope, design, schedule, materials, or cost of the Project.
- g) “Construction Costs” means all expenses incurred in the planning, design, engineering, procurement, permitting, construction, inspection, testing, installation, and completion of the Facility. Construction Costs include, but are not limited to, the cost of land, professional services (architects, engineers, accountants), legal fees as further discussed in Section 2.2(a), materials, labor, contractor fees, subcontractor fees, insurance during construction, utility connections, landscaping, fixtures, furnishings, equipment, and any other items necessary for the Facility’s completion and commissioning.
- h) “Department Administrator” means the Village after the construction is complete and the Facility is operating.
- i) “District Representative” means the individual appointed by the District to attend specified meetings related to the Project, acting as the District’s designated liaison.

j) "District" means the Eagle Alvo Rural Fire District, a rural fire protection District organized under the laws of the State of Nebraska with a mailing address of PO Box 136, Eagle, Nebraska 68347 and a Party to this Agreement.

k) "Emergency Repair" means an urgent, unanticipated repair required to address immediate risks to life, safety, or property or to prevent significant disruption to the Facility's operations.

l) ~~"Equipment Fund" means the designated fund established and maintained by the Parties to support the purchase, replacement, repair, or refurbishment of fire apparatus, vehicles, communication systems, protective gear, and other equipment essential for providing fire protection and emergency response services. Funding levels, contribution schedules, and disbursement procedures shall be as agreed by the Parties and in accordance with the Equipment Fund Expense Policy~~

m) "Exhibit" refers to any appendix or attachment referenced in this Agreement and incorporated by reference.

n) "Facility" means the jointly owned-operated fire and rescue station, including the real property, land improvements, building(s), fixtures, utilities, parking and access areas, furnishings, and all associated amenities located at parcels shown on Exhibit C. The real property the Facility is located on is owned by the Eagle Facilities & Grounds Association.

o) "Force Majeure" means events, circumstances, or conditions beyond the reasonable control of a Party that prevent or delay performance of that Party's obligations under this Agreement, despite the exercise of due diligence. Such events may include natural disasters (floods, earthquakes, tornadoes), acts of war, terrorism, epidemics, strikes (excluding those caused by the affected Party), significant supply chain disruptions, and governmental or regulatory actions that directly impede performance.

p) "Indemnified Party" means the Party that is protected under the indemnification terms of this Agreement and may be entitled to defense and reimbursement for claims or liabilities caused by the other Party.

q) "Indemnifying Party" means the Party obligated to defend, hold harmless, and indemnify the other Party against claims, liabilities, losses, or damages arising from the Indemnifying Party's negligent or wrongful acts.

r) "Joint Insurance Policies" has the meaning set forth in Section 5.1.

s) "Major Repair" means an individual expense or related set of expenses exceeding \$1,000.00 or involving significant structural modifications, replacement of critical systems, or additions to the Facility.

t)S) "Minor Repair" means an individual expense or related set of expenses that does not exceed \$1,000.00. This includes routine maintenance and repairs necessary for the Facility's day-to-day functionality.

u) ~~"Operation Fund" means the budgeted account dedicated to collecting and allocating funds essential for the operational needs of fire protection and emergency services, including but not limited to volunteer training, operational supplies, utilities, routine maintenance of the Facility, and other day-to-day expenses not covered by the Equipment Fund. Funding for the Operation Fund is equally contributed by the Village and the District. The total amount allocated to the Operational Fund is determined annually during the Village and District's fiscal budget planning.~~

v) "Parties" means collectively, the Village of Eagle and the Eagle Alvo Rural Fire District, including their respective officers, representatives, agents, and authorized successors and assigns.

w)U) "Performance and Payment Bonds" means surety bonds obtained on behalf of the Parties or their contractors to ensure the faithful performance and completion of the Project's work and the prompt payment of all suppliers, laborers, and subcontractors. The scope and amount of such bonds shall comply with applicable laws and the terms of this Agreement.

x)V) "Project Administrator" means the District, as appointed by the City, to oversee the Project's day-to-day management, administration of construction activities, coordination with contractors and professionals, and ensuring compliance with the approved plans, specifications, and any mutually agreed changes to the Project. The Project Administrator shall serve as the primary point of contact for the Village on all matters related to the Project. The Project Administrator will provide periodic updates to the Village on the Project.

y)W) "Project" means the entirety of the endeavor undertaken by the Parties to plan, design, finance, construct, furnish, and equip the Facility, as well as all preparatory, administrative, and support activities necessary to bring the Facility to operational status in accordance with the terms of this Agreement.

z)X) "Village" means the Village of Eagle, Nebraska, a municipal corporation organized under the laws of the State of Nebraska with its principal offices located at 747 S 2nd Street, PO Box 130, Eagle, Nebraska 68347.

aa)Y) "Volunteer Firefighters and Emergency Personnel" means individuals who serve the community by providing fire protection and emergency response services on a volunteer basis, operating under the supervision and direction of the Village in accordance with applicable laws, regulations, and standards for training and personnel conduct.

b6+z) “Work or Work on the Project” means all tasks, actions, services, labor, material procurement, equipment acquisition, and related efforts necessary to plan, design, construct, equip, commission, and place the Facility into service in a manner consistent with the Agreement, approved plans, specifications, applicable laws, and sound professional practices.

Section 1.3. Authority. Each Party represents and warrants that it has the legal authority to enter into this Agreement and perform its obligations hereunder, pursuant to the Act and all other applicable laws.

Section 1.4. Duration. This Agreement shall be effective upon execution by both Parties and shall remain in effect until terminated as provided in Article VI.

Section 1.5. Purpose. The purpose of this Agreement is to establish a cooperative framework for the construction, financing, joint ownership, operation, and maintenance of the Facility and to govern the provision of fire protection and emergency rescue services.

Section 1.6. Scope. This Agreement encompasses all activities and obligations related to the design, construction, joint ownership, financing, operation, maintenance, training, staffing, and insurance of the Facility, as well as the provision of fire and emergency services from said Facility.

Section 1.7. Conflict of Interest. Each Party shall comply with all applicable conflict-of-interest laws. No Party shall engage in activities that constitute a conflict of interest under state or local law.

Section 1.8. Public Records and Transparency. All records relating to the Facility and this Agreement shall be maintained in accordance with applicable public records laws. Both Parties agree to operate with transparency and in compliance with Nebraska public records and open meetings laws.

ARTICLE II: CONSTRUCTION OF THE FACILITY

Section 2.1. Project Execution. The Parties shall proceed with the planning, design, and construction of the Facility in a manner that is efficient, cost-effective, and compliant with all applicable laws, codes, and professional standards.

- a) **Cooperation.** The Parties shall act in good faith and cooperate fully with each other to achieve timely and satisfactory completion of the Project.
- b) **Preparation of Plans.** The Project Administrator shall coordinate the preparation of preliminary plans, drawings, and specifications by qualified professionals that reflect the Facility’s intended functions and meet the agreed-upon budget and operational needs. The agreed-upon budget and operational needs are further described on **Exhibit A** which is referenced hereto and incorporated herein to this Agreement.

- c) Review and Approval. The Parties shall jointly review the final design documents. No final design shall be implemented without each Party's written approval, confirming compliance with applicable legal requirements, performance standards, and cost parameters. The final design and estimated cost of the Project shall be mutually agreed upon by the Parties and inserted into this Agreement under **Exhibit B** and incorporated herein by this reference.
- d) Procurement Compliance. The Project Administrator shall conduct procurement activities in accordance with the Act, other applicable laws, and any applicable Village or District procurement policies.

Contractor Selection. The Parties shall jointly select the primary architects, engineers and construction contractor(s). Both Parties shall be listed as parties in the contracts with contractors. Award criteria may include cost, qualifications, relevant experience, compliance with bidding requirements, and ability to meet the Project schedule. As required by Nebraska Law, a project estimate shall be provided by the architect and/or engineer to the Village.

e)

- e) Contract Administration. The Project Administrator shall administer all construction contracts, ensuring that contractors fulfill their obligations, meet quality and safety standards, comply with schedules, and maintain required insurance and bonding. All information shall be provided to the Village upon request.

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Section 2.2. Budget and Financing.

- a) Cost-Sharing. Construction Costs shall be shared as set forth in this Agreement. The Village will be responsible for one-third (1/3) of the Construction Costs and the District shall be responsible for two-thirds (2/3) of the Construction Costs. Each Party shall establish a contingency fund to cover unforeseen expenses or cost overruns related to the Project.
- b) Bond Proceeds. If Bonds are issued by a Party to finance all or a portion of the Construction Costs, the proceeds of the Bonds shall be used exclusively to pay Construction Costs in accordance with this Agreement, applicable law, and in accordance with the terms of any tax compliance agreement or tax certificate entered into or delivered by a Party in connection with issuing Bonds on a tax-exempt basis. The Project Administrator shall apply any such Bond proceeds to Construction Costs in accordance with this Section 2.2 and in accordance with directions of a Party or a Party's Bond Counsel. Proceeds from the issuance of Bonds which are expended by the Project Administrator for Construction Costs shall be treated for all purposes hereunder as an expenditure for costs of the Project by the Party contributing such Bond proceeds. If, after the Project is completed, a Party or the Project Administrator has funds which represent the proceeds from issuing Bonds and which are not required to be used for Construction Costs, such funds shall be applied to payment of interest and/or principal on such Bonds as directed by the Party issuing the Bonds or such party's Bond Counsel.

- c) Payment Schedule and Reports. The Project Administrator, in coordination with the appointed engineering team, shall establish a clear payment schedule aligned with construction milestones or deliverables. Contractors shall submit monthly pay applications to the engineer, who will review these applications and subsequently forward them to the Project Administrator for approval and processing. Similarly, engineers will submit monthly invoices for progress payments directly to the Project Administrator. Upon approval, the Project Administrator will facilitate the payment process, ensuring that each Party contributes their share set forth in section 2.2 (a) above for all pay applications and invoices. The Project Administrator shall provide periodic financial reports to enable both Parties to monitor expenditures and remaining funds.

Section 2.3. Regulatory Compliance.

- a) Environmental and Regulatory Requirements. The Parties shall comply with all applicable environmental laws and secure any necessary permits, approvals, and licenses. All costs associated with securing and maintaining compliance with environmental and regulatory requirements shall be included in the Construction Costs.
- b) Permits and Approvals. The Project Administrator shall obtain or cause to be obtained all required permits, inspections, and occupancy approvals. The Parties shall cooperate as needed to facilitate timely issuance of such approvals.

Section 2.4. Change Orders, Delays, and Adjustments.

- a) Change Orders. ~~Any~~ Change Order(s) that materially affects the Facility's design, schedule, or exceeds a total of \$5000.00 over the awarded contract price approved by both parties, requires prior written approval by both Parties.
- b) Delays. In the event of delays, the Project Administrator shall promptly notify both Parties. The Parties shall confer in good faith regarding schedule adjustments, cost mitigation, or other remedies.
- c) Cost Adjustments. If approved Change Orders or delays significantly alter the Project's total cost, the Parties shall proportionately adjust their financial contributions in accordance with the cost-sharing principles outlined in this Agreement.

Section 2.5. Joint Ownership and ~~Deed~~ Documentation.

- a) Leasehold Interest. The real property upon which the structure will be constructed is owned by the Eagle Facilities & Grounds Association (EFGA). EFGA will enter into a Triple Net Lease (See Exhibit D) by which the Village and the Fire District will lease the property until such time as the entities jointly operate the facility as a fire and rescue station, but no less than the time the construction bonds are set to be paid in full. During said time, the parties will each be responsible for the lease obligations, including the structure and liability insurance, casualty insurance and maintenance of the facility as set forth more fully below. At the time the construction bonds are paid in full, the entities

shall have the option to request EFGA to transfer the property jointly, to the entities, to own as tenants in common, each with a 50% equity ownership.

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a) b) Ownership Interests. Upon completion and acceptance of the Facility, ownership shall vest equally in the Parties the parties shall each be responsible for the lease executed in favor of EFGA, with the Option set forth in said lease. Each Party shall hold an undivided fifty percent (50%) interest in the Facility.

b) c) Maintenance of Ownership Records. Both Parties agree to maintain accurate and up-to-date records of ownership interests and any future changes thereto, in assets each hold. Any amendments or modifications to ownership interests shall be documented in writing and, if necessary, reflected in updated deeds filed with the county recorder's office.

e) d) Dispute Resolution. In the event of any disputes regarding ownership interests or deed-related matters, the Parties agree to resolve such disputes in accordance with the Dispute Resolution procedures outlined in Article VII of this Agreement.

d) e) Transfer of Ownership Interest. Any transfer, sale, or encumbrance of a Party's ownership leasehold or ownership interest in the Facility shall require the prior written consent of the other Party, except as otherwise provided in this Agreement or required by law.

Section 2.6. Insurance.

a) Required Construction Insurance Policies. During the construction of the Facility, the Parties shall jointly obtain and maintain the following insurance policies shall be required:

1. Builder's Risk Insurance. A policy to cover physical loss or damage to the Facility during construction, including theft and vandalism. This policy shall remind-remain in effect for the entire construction period, and shall name EFGA as an insured.
2. General Liability Insurance. A policy with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage caused by construction activities.
3. Performance and Payment Bond. A performance bond and payment bond with regard to the contractor constructing the facility to the extent determined by the Project Administrator as required by the contract documents.

b) Insurance Procurement. The contractors or subcontractors shall procure and maintain all required construction insurance policies and name the EFGA, the Village and the District as additional insureds on General Liability and Builder's Risk Insurance. Proof of all

required construction insurance, including certificates of insurance, must be provided to the Project Administrator before work commences.

- c) Premium Allocation. All costs associated with the construction insurance policies shall be included in the overall construction budget and shared ~~equally~~ between the Village and the District as a construction cost set forth in paragraph 1.2. unless otherwise agreed upon in writing.
- d) Indemnification by Contractors. All contractors and subcontractors shall indemnify, defend, and hold harmless ~~the EFGA, the~~ Village and the District for claims, liabilities, and losses arising from their work, except to the extent caused by the negligence or misconduct ~~of of EFGA,~~ the Village or the District.
- e) Claim Procedures for Construction Insurance. The Party affected by a claim under any construction insurance policy shall promptly notify the other Party and provide all relevant details.

Section 2.7 Option to Purchase.

- a) Leasehold. As noted herein, the real property is owned by EFGA and a Triple Net Lease with the Village and the District, shall set forth the terms and conditions of the lease which shall be in effect during the payment of the bond attained by the District and contributed to by the Village for the construction of the Facility.
- b) Notice of Triggering Event. If the Village or the District becomes aware of any official action or proceeding that triggers the Option to Purchase, that Party shall promptly notify the other Party in writing.
- c) The Following shall constitute a Triggering Event.
 - 1. Termination of the Joint Operations of the Fire and Rescue Department.
 - 2. Desire of one party to construct a separate facility to house its own respective operations, and sell its interest to the other.

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b) Exercise of the Option:

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~~1.3.~~ Written Exercise. To exercise the Option, the ~~District Party desiring to sell~~ shall deliver written notice to the ~~Village other party~~, referencing the applicable section of this Agreement, within thirty (30) days after receiving or issuing the notice of the triggering event.

~~2.4.~~ Acknowledgment by the Village other party. Upon receipt of the District's exercise notice, the ~~Village receiving party~~ shall acknowledge it in writing within ~~fifteen thirty~~ (1530) days. Both Parties shall then proceed with the valuation process, unless otherwise agreed in writing.

c) Valuation Process.

1. Fair Market Value Determination. The Parties shall establish the Fair Market Value of the ~~Village's~~ other's interest in the Facility by mutual agreement. If the parties cannot do so, then the value shall be determined through the Appraisal Process defined in this Agreement.
2. Selection of Appraiser(s). Within ten (10) days of agreeing to the Appraisal Process, the Parties shall jointly select a mutually acceptable independent appraiser. If required, a second or third appraiser may be engaged as described in the Agreement to resolve any significant discrepancies in valuation.
3. Final and Binding Valuation. The final valuation reached through the Appraisal Process shall be binding on both Parties and shall constitute the purchase price for the ~~Village~~party's interest in the Facility.

~~(d)~~ Documentation and Closing.

1. Purchase Agreement. Following determination of the purchase price, the Parties shall negotiate and execute a purchase agreement or similar document outlining the terms of the transfer, including payment method, closing date, and any remaining conditions precedent. In the event the receiving party cannot or does not agree to pay the price, then the other may pay the appraised price to acquire the other's interest. If neither party is willing to pay the other, the property may be offered to a third party. If this transfer is effectuated during the term of the Triple Net Lease, it will be subject to said lease.
2. Transfer of Title. Upon the District's full payment of the agreed-upon purchase price and satisfaction of all applicable conditions, the ~~Village~~transferring party shall execute and deliver all necessary deeds, assignments, ~~and~~ and/or related instruments to transfer its fifty percent (50%) interest in the Facility to the ~~District~~other. The Parties shall record any required documents with the appropriate county recorder's office.
3. Transition of Responsibilities. After closing, the ~~District~~ purchasing party shall assume full responsibility for operations, maintenance, insurance, and all other aspects of Facility ownership, as set forth in the purchase agreement and other applicable sections of this Agreement.
- ~~3.4~~ The parties may, alternately, agree to sell their interest, subject to the Triple Net Lease, to a third party and shall do so pursuant to Nebraska Law.

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- ~~(e)~~ Costs and Expenses. Unless otherwise agreed in writing, all reasonable costs associated with the Appraisal Process, including appraiser fees, shall be allocated between the Parties as described in this Agreement. Each Party shall bear its own attorney fees, accounting fees, and other incidental expenses unless the Agreement specifies otherwise.

- ~~4) Good Faith and Cooperation.~~ The Parties agree to act in good faith and cooperate fully throughout the Option to Purchase process, including promptly providing documents, financial records, operational data, and other information reasonably necessary to facilitate a smooth and timely transaction.

ARTICLE III: OPERATION OF THE FACILITY & THE DEPARTMENT

Section 3.1. Termination of Previous Agreement. Any prior interlocal or service agreements addressing similar subject matter are hereby terminated upon the Effective Date of this Agreement, as evidenced by written notice by both Parties.

Section 3.2. Responsibilities of the Village.

- a) ~~Administrative Oversight Operations (Department Administrator).~~ The Village shall be responsible for ~~providing-arranging~~ for utilities, subject to reimbursement as set forth below, for the Facility, including electricity, gas, water, sewer, and internet. The Village shall provide ~~initial~~ operational oversight of the Facility with support and cooperation of the District, and prepare reports and reimbursement/contribution requests as set forth below, to the District.
- b) Emergency Rescue Services. The Village shall be responsible for providing emergency rescue services, including the training and manning of emergency medical services personnel, emergency medical services equipment, and the administrative functions of the Facility, including staffing, scheduling, and procurement of supplies.

Section 3.3. Responsibilities of the District.

- a) Operational Payment. The District shall pay fifty percent (50%) of all utilities and expenses incurred by the Village for the Facility, with payments due on the first day of each month, or on an alternative date mutually agreed upon by the Parties.
- b) ~~Eagle Volunteer Fire Department Services. The Parties shall be equally~~ District shall be responsible for recruiting, training, supervising, and supporting volunteer firefighters. This includes providing necessary equipment and resources, ensuring compliance with all health and safety regulations, implementing effective systems to guarantee adequate coverage, recognizing and rewarding volunteer contributions, and maintaining open channels for feedback and continuous improvement.
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Section 3.4. Joint Responsibilities.

- ~~a) Eagle Volunteer Fire Department. The Parties shall be equally responsible for recruiting, training, supervising, and supporting volunteer firefighters. This includes providing necessary equipment and resources, ensuring compliance with all health and safety regulations, implementing effective systems to guarantee adequate coverage, recognizing and rewarding volunteer contributions, and maintaining open channels for feedback and continuous improvement.~~

b)(c) Facility Management. The Parties shall each nominate two persons to serve on a Facility Management Committee to consider concerns about the operation, maintenance and repair of the Facility. jointly provide day-to-day management of the Facility, including volunteer fire protection, training of volunteers firefighters. The consideration of major procurement of supplies, maintenance, repairs, use of the facility for the purposes for which is shall be used and the scheduling of events shall be within the consideration of such committee and the committee shall be a liaison with the Village and District as well as the Operations Administrator. and operational oversight in accordance with applicable standards and regulations.

c)(d) Equipment and Maintenance Costs. The parties shall equally share (50%) in the cost of repairs, maintenance, and improvements of the Facility and jointly used equipment.

d)(e) Large Unforeseen Expense. In the event of an expense not anticipated and not included in the planned budgets for each Party, and that exceed \$15,000.00 (a "Large Unforeseen Expense"), both Parties shall convene to discuss and agree upon the allocation of additional funds. Decisions regarding such additional contribution or adjustments to the funding commitments shall be documented in writing and require mutual agreement by both Parties, in accordance with the terms of the Agreement.

Comment [mc1]: What is each Board comfortable with, each would be responsible for ½ of this amount.

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Section 3.5. Use of Facility. The Facility shall be used for fire protection, emergency response services, public safety, and training, public meetings and administrative functions. Any ancillary use by the either Party shall be done with the other Party's consent.

Section 3.6. Repairs and Maintenance. Both Parties shall share equally in all costs related to repairs and maintenance of the Facility. The Village, as Department Administrator, shall arrange for all maintenance activities to ensure the Facility remains in good working order. Repairs and maintenance are categorized as follows:

- a) Routine Maintenance and Minor Repairs. Routine maintenance and Minor Repairs shall be paid directly from the Operation Fund and do not require prior approval from either Parties. The Village shall provide the District with a quarterly summary of all minor repairs and maintenance expenses for review.
- b) Major Repairs. Major Repairs must be jointly planned, budgeted, and approved in writing by both Parties before work begins, except in emergencies as outlined in Section 3.6(c). Costs for Major Repairs shall not be paid from the Operation Fund unless expressly agreed upon in writing. Costs for Major Repairs shall be shared equally by the Parties and budgeted as needed.
- c) Emergency Repairs. In the event of an emergency repair exceeding \$ _____, required for life and safety, the Village is authorized to proceed without prior joint approval. The Village shall notify the District as soon as practicable and provide detailed documentation

of the repair and associated costs. Emergency repairs shall be shared equally between the Parties and reimbursed as part of the next quarterly financial reconciliation.

- d) Reporting and Reimbursement. The Village shall provide the DISTRICT with detailed quarterly reports summarizing all repairs, maintenance activities, and associated costs. Reports for Major Repairs or Emergency Repairs shall be provided promptly upon completion of the work. ~~For any repair or maintenance expense requiring reimbursement outside of the Operation Fund,~~ the Village shall submit an invoice with supporting documentation. The DISTRICT shall remit payment within 30 days of receipt.

~~The Village shall be paid \$_____ for a quarterly administrative fee to account for Village personnel expense in serving as Department Administrator.~~

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Comment [mc2]: This was mentioned at the meeting in July - does the Village wish to ask for some compensation to offset the Village Clerk's time for taking care of the claims and submitting quarterly reports or not? If not, this paragraph can be removed.

Section 3.7. Health and Safety. The Parties shall adhere to all federal, state, and local health and safety regulations, ensuring a safe environment for personnel and the public.

Section 3.8. Operational Efficiency and Audits. The Parties may conduct joint operational audits or engage independent professionals to evaluate the efficiency, costs, and effectiveness of fire and emergency services. Findings from such audits shall be used to improve operational practices and resource allocation.

Section 3.9. Taxes. Each Party shall be responsible for its own tax obligations arising from this Agreement or ownership interest in the Facility. The Parties shall ensure compliance with all applicable tax laws and regulations.

ARTICLE IV: INDEMNIFICATION

Section 4.1. Mutual Indemnification.

- a) The Village's Indemnification Obligations. The Village shall indemnify, defend, and hold harmless the District, its officers, agents, employees, and volunteers from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from:
1. The Village's negligence, willful misconduct, or failure to perform its obligations under this Agreement.
 2. Any injury to persons (including death) or damage to property caused by the Village's operations at the Facility, except where such injury or damage is directly caused by the District's negligence or misconduct.
- b) The District's Indemnification Obligations. The DISTRICT shall indemnify, defend, and hold harmless the Village, its officers, agents, employees, and volunteers from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from:

1. The District's negligence, willful misconduct, or failure to perform its obligations under this Agreement.
 2. Any injury to persons (including death) or damage to property caused by the District's operations at the Facility, except where such injury or damage is directly caused by the Village's negligence or misconduct.
- c) **Exceptions to Indemnification.** Neither Party shall indemnify the other for claims arising from the indemnified Party's sole negligence, willful misconduct, or intentional acts.

Section 4.2. Third-Party Claims.

- a) **Notification.** Both Parties agree to promptly notify the other Party in writing of any third-party claims, demands, or lawsuits that may give rise to indemnification obligations under this Agreement.
- b) **Defense Control.** The indemnifying Party shall assume control of the defense and settlement of such claims, provided that no settlement compromising the indemnified Party's rights shall be made without the indemnified Party's prior written consent.

ARTICLE V: INSURANCE REQUIREMENTS

Section 5.1. Insurance Obligations.

- a) **Operational Insurance Policies for the Village.** The Village shall procure and maintain the following three insurance policies for ongoing operations: (i) Liability/Auto Policy for ambulances and other emergency medical services or rescue equipment, (ii) ~~property and casualty coverage for the Facility,~~ (iii) Worker's Compensation Policy, and (iiiiv) Life Insurance Policies for _____.
- b) **Operational Insurance Policies for the District.** The District shall procure and maintain Liability/Auto Policy for all fire trucks or other fire protection vehicles.
- b+c) **Property and Casualty Coverage, premises liability coverage for the Facility and personal property specific to the facility.** The parties will share the cost of the premium and this shall also be subject to the Triple Net Lease with EFGA, naming EFGA an additional insured. The property shall carry a replacement value coverage with a deductible determined by both boards.
- d) **Continuous Coverage.** The Parties shall ensure the foregoing Insurance Policies remain in full force and effect at all times. Any lapse in coverage shall be considered a material breach.

Comment [mc3]: The parties were going to check with Peterson about coverages and discuss this matter so there is no duplication in coverages.

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Section 5.2. Types of Insurance and Coverage Limits.

a) Property/Liability/Auto Policy. The Property/Liability/Auto Policies referenced above shall include the following: (i) general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, personal injury, and advertising injury; (ii) property insurance with replacement cost coverage for the Facility against all risks of physical loss or damage, including fire, theft, vandalism, and natural disasters; and (iii) automobile liability insurance with a minimum coverage of \$1,000,000 combined single limit for bodily injury and property damage for any vehicles owned, operated, or used by the Parties in connection with the Facility. The limits shall be reevaluated at least every 5 years to determine if they are sufficient coverage based on current industry standards.

b) Workers' Compensation Insurance. The Workers' Compensation Policy shall include the statutory coverage for all employees engaged in operations at the Facility.

(b)(c) Life Insurance. The amount carried by the Village shall be no less than the amount required by Nebraska Law.

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Section 5.3. Additional Insureds. The Joint Insurance Policies shall include both the Village and the District as named insureds, along with their respective officers, agents, and employees. Certificates of insurance confirming this status shall be provided upon request.

Section 5.4. Proof of Insurance.

a) Ongoing Proof of Insurance. Updated certificates of insurance shall be provided immediately upon renewal of policies and immediately upon any material changes to coverage, including cancellations or non-renewals.

b) Failure to Maintain Insurance. If any required policy lapses, the non-defaulting Party may obtain the necessary coverage at the defaulting Party's expense, without prejudice to any other remedies under this Agreement.

Section 5.5. Additional Provisions.

a) Regulatory Changes. If there are any changes in applicable laws or regulations that affect the insurance or indemnification requirements of this Agreement, the Parties shall promptly discuss and implement necessary adjustments to comply with such changes.

b) Insurance Brokers. The Parties may choose to engage the same insurance broker or different brokers to procure and manage their respective insurance policies. All broker agreements shall comply with the requirements of this Agreement.

ARTICLE VI: TERMINATION

Section 6.1. Termination for Cause.

a) Material Breach.

1. **Notice of Breach.** If either Party commits a material breach of any provision of this Agreement, the non-breaching Party shall provide written notice detailing the nature of the breach.
 2. **Cure Period.** The breaching Party shall have thirty (30) days from the receipt of such notice to cure the breach to the satisfaction of the non-breaching Party.
 3. **Failure to Cure.** If the breach is not cured within the specified period, the non-breaching Party may terminate this Agreement by providing written notice of termination to the breaching Party.
- b) **Insolvency or Bankruptcy.** Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or has a receiver appointed for its assets.
 - c) **Failure to Maintain Insurance.** If either Party fails to maintain the required insurance coverage as specified in Article V for a period exceeding sixty (60) days after receiving written notice of such failure, the non-defaulting Party may terminate this Agreement immediately upon providing written notice.

Section 6.2. Termination for Convenience.

- a) **Mutual Agreement.** The Parties may terminate this Agreement at any time for any reason by mutual written consent. Such termination shall specify the effective date and any conditions agreed upon by both Parties.
- b) **Unilateral Termination.** Notwithstanding mutual agreement, either Party may terminate this Agreement for convenience by providing one hundred and eighty (180) days' written notice to the other Party. The terminating Party shall outline the reasons for termination and any obligations that will continue post-termination.
- c) **Automatic Termination.** If any change in federal, state, or local law makes it unlawful to continue the Agreement, either Party may terminate the Agreement by providing written notice. The termination shall be effective thirty (30) days after receipt of such notice, unless a shorter period is required by law.

Section 6.3. Disposition of Assets Upon Termination.

- a) **Equitable Distribution.** Upon termination of this Agreement, the Parties shall engage in good faith negotiations to determine a fair and equitable method for disposing of jointly owned assets, including but not limited to the Facility and related equipment.
- b) **Options for Disposition.**

1. **Purchase Option.** One Party may have the option to purchase the other Party's interest in the Facility at Fair Market Value, as determined through the Appraisal Process outlined in Article II.
 2. **Sale to Third Party.** The Parties may agree to sell the Facility to a third party, with proceeds distributed according to each Party's ownership/equity interest.
 3. **Other Arrangements.** Any other mutually acceptable arrangement that ensures a fair distribution of assets and liabilities.
- c) **Transfer of Ownership.** Any transfer of ownership interests pursuant to termination shall be documented through legally binding instruments, including deeds or purchase agreements, lease assignments and recorded with the appropriate county recorder's office as required.

Section 6.4. Post-Termination Obligations.

- a) **Surviving Provisions.** Provisions of this Agreement that by their nature extend beyond termination, including but not limited to Article IV, Article VI, and Article VII, shall survive termination and continue to bind the Parties.
- b) **Final Accounting.** The Parties shall conduct a final accounting of all financial obligations, including the settlement of any outstanding payments, reimbursements, or obligations related to Construction Costs, Operational Funds, and Equipment Funds.
- c) **Return of Property.** Each Party shall return any property, documents, or confidential information belonging to the other Party within thirty (30) days of termination, unless otherwise agreed upon in writing.

Section 6.5. Transition Assistance.

- a) **Cooperation During Transition.** Upon termination, the Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of records, training of new personnel, and the continuity of services to the community.
- b) **Transition Period.** The Parties may agree to a transition period following termination during which the Village shall provide support and assistance to the DISTRICT (or vice versa) to facilitate the ongoing provision of fire protection and emergency services.

Section 6.6. Termination Procedures. All termination notices shall be in writing and delivered to the other Party's designated notice address as specified in Section 8.3. Upon termination, both Parties shall document the reasons for termination, actions taken to address any breaches, and the agreed-upon method for asset disposition and final accounting.

Section 6.7. Effect of Termination.

- a) Release of Claims. Upon termination, each Party releases the other from any future claims, demands, or liabilities related to the Agreement, except for those arising from indemnification obligations or other surviving provisions.
- b) Non-Waiver. Termination of this Agreement shall not constitute a waiver of any rights or remedies that a Party may have under this Agreement or applicable law.

ARTICLE VII: DISPUTE RESOLUTION

Section 7.1. Good Faith Negotiations.

- a) Notification. In the event of any Dispute, the initiating Party shall provide written notice to the other Party detailing the nature of the Dispute.
- b) Negotiation Period. Upon receipt of such notice, the Parties agree to engage in good faith negotiations to resolve the Dispute within thirty (30) days. The Parties shall designate representatives to participate in these negotiations and shall meet at mutually convenient times and locations.

Section 7.2. Mediation.

- a) Agreement to Mediate. If the Dispute is not resolved through good faith negotiations within the specified period, the Parties agree to submit the Dispute to mediation before pursuing any other form of dispute resolution.
- b) Selection of Mediator. The Parties shall mutually select a neutral, qualified mediator with experience in interlocal agreements and public sector disputes. If the Parties cannot agree on a mediator within fifteen (15) days of agreeing to mediate, either Party may request the appointment of a mediator by a recognized mediation organization in Nebraska.
- c) Mediation Process. Mediation shall be conducted in accordance with the rules of the selected mediation organization. The mediation shall take place in Lancaster-Cass County, Nebraska, unless otherwise agreed by the Parties. Each Party shall bear its own costs of mediation, and the Parties shall equally share the mediator's fees and any administrative costs unless otherwise agreed.
- d) Confidentiality. All mediation sessions, discussions, and any resulting settlement agreements shall be confidential and shall not be disclosed to any third party, except as required by law or as necessary to enforce a settlement agreement.
- e) Failure to Mediate. If mediation does not result in a settlement within sixty (60) days of commencing mediation, the Parties may proceed to arbitration as outlined in Section 7.3.

Section 7.3. Arbitration.

- a) ~~Binding Arbitration.~~ If mediation fails to resolve the Dispute, the Parties agree to submit the Dispute to binding arbitration before pursuing litigation.
- b) ~~Selection of Arbitrator.~~ The Parties shall mutually select a single, neutral arbitrator with expertise in public sector agreements and the subject matter of the Dispute. If the Parties cannot agree on an arbitrator within fifteen (15) days of agreeing to arbitrate, either Party may request the appointment of an arbitrator by the American Arbitration Association (AAA) or another recognized arbitration body in Nebraska.
- e) ~~Arbitration Process.~~ Arbitration shall be conducted in accordance with the rules of the selected arbitration organization. The arbitration shall take place in Lancaster County, Nebraska, unless otherwise agreed by the Parties. The arbitrator's decision shall be final and binding on both Parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- d) ~~Costs and Fees.~~ Each Party shall bear its own costs and attorney's fees associated with arbitration. The Parties shall equally share the arbitrator's fees and any administrative costs unless otherwise agreed.
- e) ~~Confidentiality.~~ All arbitration hearings, documents, and the arbitrator's decision shall be confidential and shall not be disclosed to any third party, except as necessary to enforce the arbitration award or as required by law.
- f) ~~Limited Right to Appeal.~~ The right to appeal the arbitration award is limited to cases of arbitrator misconduct or a significant procedural error that affects the fairness of the arbitration process.

Section 7.34. Litigation. If the Dispute is not resolved through mediation or arbitration, either Party may initiate litigation in a court of competent jurisdiction in Cass County, Nebraska.

Section 7.54. Waiver of Rights. By agreeing to mediation and arbitration, the Parties waive any rights to seek immediate judicial intervention or to appeal any mediation or arbitration outcomes, except as provided under applicable law.

Section 7.65. Venue and Jurisdiction. The Parties agree that any litigation arising out of this Agreement shall be filed and heard in the appropriate court located in Cass County, Nebraska. The Parties hereby consent to the exclusive jurisdiction and venue of such courts.

Section 7.76. Costs and Fees.

- a) **Allocation of Costs.** Except as otherwise provided, each Party shall bear its own costs and expenses incurred in any dispute resolution process, including but not limited to legal fees, mediation fees, and arbitration fees.
- b) **Shared Costs.** The costs of mediation, including the mediator's fees and administrative expenses, shall be shared equally by the Parties unless otherwise agreed.

Section 7.87. Enforcement of Dispute Resolution.

- a) **Binding Effect.** The Parties agree that the dispute resolution provisions outlined in this Article are binding and enforceable.
- b) **Court Enforcement.** Any Party may seek enforcement of the dispute resolution provisions or any resulting settlement agreement or arbitration award in a court of competent jurisdiction.
- c) **Exclusions.** The dispute resolution process outlined in this Article does not apply to matters that are non-disputable under the laws of the State of Nebraska or that are expressly excluded by this Agreement.
- d) **Good Faith Obligation.** The Parties commit to acting in good faith throughout the dispute resolution process, striving to reach a fair and equitable resolution without unnecessary delay or obstruction.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Public Announcements.

- a) **Control and Coordination.** The Parties shall cooperate over all public announcements, press releases, and public statements related to this Agreement and the Facility.
- b) **Joint Events.** For events co-hosted by the Village and the District, both Parties must agree on the messaging and content.
- c) **Unified Messaging.** The Parties shall present a unified message to the public to maintain trust and clarity during crisis situations.

Section 8.2. Force Majeure.

- a) **Notification and Mitigation.** The Party affected by a Force Majeure event shall promptly notify the other Party in writing, detailing the nature of the event and its anticipated impact on performance. The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as possible.
- b) **Suspension of Obligations.** Obligations under this Agreement shall be suspended for the duration of the Force Majeure event, provided that the affected Party continues to use reasonable efforts to overcome the impediment. If the Force Majeure event continues for a period exceeding sixty (60) days, either Party may terminate this Agreement upon providing written notice to the other Party.

Section 8.3. Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given on (a) the date of delivery if delivered personally, (b) on

the date sent by fax (with confirmation of transmission) or electronic mail if sent during normal business hours of the recipient during a business day, and otherwise on the next business day, if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice or other communication shall be confirmed within one business day by dispatch of a copy of such notice pursuant to one of the other method described herein, (c) if dispatched via a nationally recognized overnight courier service (delivery receipt requested) with charged paid by the dispatching party, on the later of (1) the first Business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (d) on the fifth Business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the party to receive notice, at the following addresses, to such other addresses as a party may designate from time to time by notice in accordance with this Section.

If to the Village:

Village of Eagle, NE
Attn: Village Clerk
747 S 2nd Street
PO Box 130
Eagle, NE 68347

With a copy to:

Maureen Freeman-Caddy
Bromm, Lindahl, Freeman-Caddy & Lausterer
524 South 4th Street
Eagle, Nebraska 68347

If to the District:

Eagle Alvo Rural Fire District
PO Box 136
Eagle, NE 68347
With a copy to:

Ryan McIntosh
Brandt, Horan, Hallstrom & Stilmock
PO Box 399
Nebraska City, NE 68410

Section 8.4. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The Parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

Section 8.5. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party. Any permitted assignment shall

be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. The Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

Section 8.7. Good Faith. The Parties agree to act in good faith to carry out the terms and intent of this Agreement, fostering a cooperative and mutually beneficial relationship. In the spirit of good faith, the Parties shall address and resolve any issues or concerns promptly and constructively, seeking solutions that uphold the objectives of this Agreement.

Section 8.8 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating thereto. Notwithstanding the foregoing, this Agreement is intended to implement and be consistent with the terms outlined in the LOI.

Section 8.9. Amendments. Any amendments or modifications to this Agreement must be made in writing and signed by duly authorized representatives of both Parties. Amendments shall be attached to this Agreement as additional Exhibits and shall be incorporated by reference as if fully set forth herein.

Section 8.10. Authority to Bind. Each signatory represents and warrants that they have the requisite authority to execute this Agreement on behalf of their respective Party and to bind their Party to the terms and conditions herein. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.11. Non-Discrimination. The Parties agree to comply with all applicable federal, state, and local laws prohibiting discrimination in all aspects of their operations, including employment, services, and public interactions. The Parties shall ensure equal opportunity and fair treatment for all individuals without regard to race, color, religion, sex, national origin, age, disability, or any other protected characteristic.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement for Fire Station as of the Effective Date.

VILLAGE OF EAGLE, NEBRASKA

By: _____
Name: _____ Terri Todd
Title: _____ Chair of the Board of Trustees

EAGLE ALVO RURAL FIRE DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A
Preliminary Plans

EXHIBIT B
Final Design Plans

EXHIBIT C

Legal / Survey of Premises

EXHIBIT D

Triple Net Lease with EFGA

**MUNICIPAL SUPPLY, INC. OF
OMAHA**

21644 William Circle Gretna, NE 68028
PH: (402) 408-0500 FAX: (402) 408-0499

**MUNICIPAL
SUPPLY, INC.**

*Municipal, Contractors, and
Industrial Supplies*



QUOTE

PROJECT: VILLAGE OF EAGLE, NE

ENGINEER:

DATE: 7/31/2025

BID DATE: 7/31/2025

PAGE: 1

NOTICE PLEASE READ: THE FOLLOWING QUOTE IS OUR INTERPRETATION OF THE PLANS AND SPECIFICATIONS AS PRESENTED BY THE PROJECT ENGINEER. ALL POTENTIAL BUYERS ARE ASKED TO VERIFY ALL ITEMS, QUANTITIES, SIZES, AND SPECIFICATIONS.

ANY MATERIAL, ACCESSORIES, OR FEATURES NOT SPECIFICALLY LISTED OR DESCRIBED IN THE QUOTATION ARE NOT INCLUDED AND MUST BE QUOTED SEPARATELY. PRICES DO NOT INCLUDE FEDERAL, STATE, OR LOCAL SALES TAXES.

IF THIS PROJECT IS **TAXABLE OR NON-TAXABLE**, MUNICIPAL SUPPLY INC. OF NEBRASKA NEEDS TO BE NOTIFIED **UPON ACCEPTANCE OF BID.**

TERMS: NET 30 FOB: JOB SITE

QUOTE GOOD FOR 15 DAYS

ITEM	DESCRIPTION	PRICE	EXTENDED PRICE
5	MUELLER A423-512 5 1/2' BURY 3-WAY O/L RED, 6" MJ SHOE	3,273.89	16,369.45
5	6" PVC MEGALUG OR	46.12	230.60
5	6" DI MEGALUG	36.71	183.55
5	6" MJ BOLT & GASKET SET	24.00	120.00
	THANK YOU		

Total	\$1,298.82
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EXHIBIT A

F STREET RECONSTRUCTION EAGLE, NEBRASKA

CLIENT: VILLAGE OF EAGLE
ATTN: TERRI TODD
747 S. 2ND STREET
EAGLE, NE 68347
EMAIL: TERRI@EAGLENE.GOV

ENGINEER: SNYDER & ASSOCIATES, INC.
11850 NICHOLAS STREET, SUITE 110
OMAHA, NEBRASKA 68154

DATE: JULY 14, 2025

PROJECT DESCRIPTION:

Snyder & Associates will provide survey, design, and permitting services for the reconstruction of approximately 675 linear feet of F Street, from 4th Street to 6th Street, including the intersections of 5th & F and 6th & F, in Eagle, Nebraska. The reconstruction streets will be 27' wide PCC pavement, with integral curb and gutter, storm sewer, sidewalks, and curb ramps. The project will also include a geotechnical investigation and a condition assessment of existing sanitary sewer.

I. Project Management & Coordination

- a. Project kickoff and periodic design coordination meetings (virtual or in-person).
- b. Provide regular progress updates, schedules, and coordination with stakeholders.
- c. Respond to client questions and provide guidance throughout preconstruction phases.

Fees for ServicesLump Sum \$2,200

II. Survey

- a. Locate existing site features within the right of way limits including utilities, structures, pavements, buildings, tree areas, and fences. Utilities will be located from visual information and information supplied by utility owners.
- b. Locate topographic features within the right of way limits including contours at one-foot intervals, spot elevations as necessary, and benchmarks.
- c. Locate and establish existing right of way lines and property lines in areas of the proposed project.
- d. Create base plan showing surveyed features, elevations, utilities, and right of way.

Fees for ServicesLump Sum \$6,800

III. Geotechnical Investigation

Snyder & Associates, Inc. proposes to hire a subconsultant for the following services for the project. The scope includes performing subsurface exploration and geotechnical engineering services.

- Subsurface exploration to include test borings each at least 10 feet in depth. The borings will be spaced across the site with six total. Laboratory testing to include standard proctor, Atterberg limits and California bearing ratio (CBR).
- Prepare report discussing the general soil and ground water conditions underlying the site; present relevant engineering properties of the existing soils; provide thicknesses of the existing pavement layers; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for pavements, utilities, and other earth supported improvements as well as guidance for pavement thickness design.

Fees for Services Lump Sum \$6,000

IV. Sanitary Sewer Condition Assessment

- a. Evaluate condition of the existing sanitary sewer using available CCTV data, maintenance records, and manhole inspections.
- b. Provide a technical memorandum with a recommendation to rehabilitate, replace, or retain existing sewer. If design of sanitary sewer improvements are warranted, these services can be provided for an additional fee.

Fees for Services Lump Sum \$3,000

V. Design Services

- a. Prepare construction drawings and technical specifications in accordance with Village of Eagle standards. Plans will be provided at the 60% and final design milestones. The plan set will include the following information:
 - Title Sheet and Sheet Index
 - General Notes and Legend
 - Typical Sections
 - Project Control Sheet (horizontal & vertical control points)
 - Removal Plans
 - Overall Site Layout
 - Grading & Erosion Control Plans
 - Plan and Profile Sheets for roadway, storm sewer, and water main
 - Jointing Plan
 - Storm Sewer Details
 - ADA Curb Ramp Details
 - Sidewalk and Driveway Details
 - Phasing Plans

- Traffic Control Plans (if applicable)
- Cross Sections
- b. Technical Specifications
 - Division 00 (Bidding and Contract Documents)
 - Division 01 (General Requirements)
 - Project-specific technical specifications or reference to Standard Specifications
- c. Engineer's Opinion of Probable Construction Cost (OPCC)
 - Provided at 60% and final design milestones.
- d. Hydraulic and hydrologic investigation for ditch runoff and design and tie-in of storm sewer system.
- e. Notify third-party utilities of project impacts for conflict avoidance or relocations.

Fees for ServicesLump Sum \$51,400

VI. Permitting

- a. Based on project location and scope, the following permits and approvals will be required in Nebraska. Permit fees are to be paid by the client.
 - NDEE Construction Stormwater Permit

Fees for ServicesLump Sum \$2,300

VII. Fees

All tasks described herein shall be paid for by lump sum at the following fees. Tasks requested outside of this scope will be performed at the hourly rates outlined in Exhibit B.

Task		Fee
I.	Project Management & Coordination	\$ 2,200
II.	Survey	\$ 6,800
III.	Geotechnical Investigation	\$ 6,000
IV.	Sanitary Sewer Condition Assessment	\$ 3,000
V.	Design Services	\$ 51,400
VI.	Permitting	\$2,300
Total		\$ 71,700

VIII. ADDITIONAL SERVICES

The following items shall be considered additional services as requested by Client. Items may be performed on an hourly basis or should a specific scope be defined, quotation for services may be provided.

1. Geotechnical soils investigation/testing.
2. Submittal fees to any and all regulatory agencies.
3. Detailed drainage studies other than described herein.
4. Earthwork balance on site.
5. Zoning changes or waivers.
6. Permits other than described herein.
7. Comprehensive plan amendment.
8. Water main design and plans.
9. Sanitary sewer design and plans.
10. Streetscape improvements.
11. City requested major revisions as approved by Client.
12. Details of signage.
13. Off-site Utility Extension Design, Plats and Construction Services to the Site.
14. Environmental investigation.
15. Wetland Mitigation Planning, Permitting, Construction, and Monitoring.
16. Construction Staking.
17. Construction Phase Services (inspection, submittal review, materials testing).
18. Public involvement support (e.g., neighborhood meetings or notices)
19. Easement or right-of-way acquisition support

EXHIBIT B



SNYDER
& ASSOCIATES

2025 STANDARD FEE SCHEDULE

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>

PREDESIGN OPINION OF PROBABLE PROJECT COSTS



F STREET
4TH STREET TO 6TH STREET
VILLAGE OF EAGLE
PROJECT NO. 125.0002.20
14-Jul-25

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing of ROW	1	LS	\$ 5,000.00	\$ 5,000.00
2	Pavement Removal	1650	SY	\$ 12.00	\$ 19,800.00
3	Embankment	350	CY	\$ 15.00	\$ 5,250.00
4	6" Granular Subbase	1900	SY	\$ 18.00	\$ 34,200.00
5	7" PCC Pavement w/ Integral Curb and Gutter	1900	SY	\$ 90.00	\$ 171,000.00
6	6" PCC Driveway	350	SY	\$ 75.00	\$ 26,250.00
7	4" PCC Sidewalk	650	SY	\$ 55.00	\$ 35,750.00
8	Sanitary Sewer Lining	625	LF	\$ 40.00	\$ 25,000.00
9	24" RCP Storm Sewer	1250	LF	\$ 150.00	\$ 187,500.00
10	Storm Sewer Inlets	6	EA	\$ 5,000.00	\$ 30,000.00
11	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
12	Mobilization	1	LS	\$ 43,000.00	\$ 43,000.00
13	Miscellaneous Construction Items (10%)	1	EA	\$ 51,000.00	\$ 51,000.00
Subtotal:					\$ 643,750.00
Contingency (20% +/-):					\$ 129,000.00
TOTAL CONSTRUCTION COST:					\$ 772,750.00
<u>Other Project Costs</u>					
Survey, Geotech, and Design Engineering (Proposal enclosed)					\$ 71,700.00
Construction Administration (10%):					\$ 77,000.00
TOTAL PROJECT COST:					\$ 921,450.00

PREDESIGN OPINION OF PROBABLE PROJECT COSTS



F STREET
4TH STREET TO 6TH STREET
VILLAGE OF EAGLE
PROJECT NO. 125.0002.20
14-Jul-25

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
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(1)

(2)

(3)

EXHIBIT A

4TH STREET RECONSTRUCTION EAGLE, NEBRASKA

CLIENT: VILLAGE OF EAGLE
ATTN: TERRI TODD
747 S. 2ND STREET
EAGLE, NE 68347
EMAIL: TERRI@EAGLENE.GOV

ENGINEER: SNYDER & ASSOCIATES, INC.
11850 NICHOLAS STREET, SUITE 110
OMAHA, NEBRASKA 68154

DATE: JULY 14, 2025

PROJECT DESCRIPTION:

Snyder & Associates will provide survey, design, permitting, and bid phase services for the reconstruction of 4th Street from A Street to the MoPac Trail, including the intersections of 4th & B, 4th & C, and 4th & the MoPac Trail in Eagle, Nebraska. The reconstruction streets will be 27' wide PCC pavement, with integral curb and gutter, storm sewer, water main, sidewalks, and curb ramps. The project will also include a geotechnical investigation and a condition assessment of existing sanitary sewer.

I. Project Management & Coordination

- a. Project kickoff and periodic design coordination meetings (virtual or in-person).
- b. Provide regular progress updates, schedules, and coordination with stakeholders.
- c. Respond to client questions and provide guidance throughout preconstruction phases.

Fees for Services Lump Sum \$2,200

II. Survey

- a. Locate existing site features within the right of way limits including utilities, structures, pavements, buildings, tree areas, and fences. Utilities will be located from visual information and information supplied by utility owners.
- b. Locate topographic features within the right of way limits including contours at one-foot intervals, spot elevations as necessary, and benchmarks.
- c. Locate and establish existing right of way lines and property lines in areas of the proposed project.
- d. Create base plan showing surveyed features, elevations, utilities, and right of way.

Fees for Services Lump Sum \$12,000