



## "OPEN MEETINGS ACT"

City of Blair Regular Council Meeting  
City Council Chambers  
June 24, 2025 - 7:00 PM

**A Copy of the "Open Meetings Act" Has Been Posted at Both Exits**

### AGENDA

**NOTE: A current copy of the agenda can be obtained at the City Clerk's Office at 218 S. 16th Street, Blair, Nebraska or on the City website at [www.blairnebraska.org](http://www.blairnebraska.org). The City Council reserves the right to go into Executive Session at any time.**

- 1.Meeting was called to order by Mayor Rump.
- 2.Roll Call.
- 3.Pledge of Allegiance.
- 4.Approval of Consent Agenda - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.
  - 4.a. Approval of Minutes of the June 10, 2025 meeting.
  - 4.b. Clerk report of Mayoral Action of June 10, 2025 meeting.
  - 4.c. Claims as approved by the Finance Committee.
- 5.Mayor Rump opens a public hearing to consider a Final Plat application submitted by Nielsen Homes and Development, 1730 State Street, Blair, Nebraska, for The Edge Business Park, Lots 1 and 2, being a platting of Tax Lot 276 in the SW ¼ of the SE ¼ of Section 12, Township 18 North, Range 11 East of the 6th P.M., together with Tax Lot 177 in the NW ¼ of the NE ¼ of Section 13, Township 18 North, Range 11 East of the 6th P.M., all in Washington County, Nebraska. (590 S. 10th Street).
- 6.Mayor Rump opens a public hearing to consider amendments to the City of Blair Zoning Regulations Article 7, Sections 701.08, 702.08, 703.08, 704.08, and 705.08, Article 8, Section 801.08 and Article 9, Section 901.08 removing the

federal highway setback exceptions from all districts and changing the front-yard setbacks in the Agricultural/Highway Commercial, Agricultural/Light Industrial and Manufacturing and Agricultural/Heavy Industrial and Manufacturing Districts.

7. Mayor Rump opens a public hearing to consider amendments to the City of Blair Zoning Regulations Article 8, Sections 801.02, 802.2, 804.2 and 805.02 removing the requirements in all business districts (A/CH – Agricultural/Highway Commercial District; CCB – Central Business District; CL – Limited Commercial and OPD – Office Park District) for a Conditional Use Permit for Permitted businesses within 200 feet of a residential district.
8. Mayor Rump opens a public hearing to consider amendments to the City of Blair Zoning Regulations Article 9, Section 901.02 and Section 902.02 removing the requirements from all industrial districts (A/ML – Agricultural/Light Industrial and Manufacturing District; and A/MH – Agricultural/Heavy Industrial and Manufacturing District) for a Conditional Use Permit for permitted businesses within 500 feet of a residential district.
9. Mayor Rump opens a public hearing to consider an amendment to the City of Blair Zoning Regulations Article 10 by adding Section 1011, a Special Use Near Residential (SUR) overlay district, which requires a Conditional Use Permit for permitted businesses within 300 feet of a residential district.
10. Mayor Rump opens a public hearing to consider amendments to the City of Blair Zoning Regulations Article 7, Sections 702.08, 703.08, 704.08 and 705.08 and Article 10, Section 1103 allowing accessory units in the second front yard with a Conditional Use Permit.
11. Request to appear before the Mayor and City Council by Jenny Eriksen on behalf of the Friends of the Jeanette Hunt Animal Shelter to present an update on the shelter.
12. Request to appear before the Mayor and City Council by FBLA students for a presentation regarding painting the city benches along Washington Street.
13. Consider Resolution 2025-61 adopting a Code of Conduct for the Municipal Swimming Pool as recommended by the Parks, Recreation and Cemetery Board.
14. Consider Resolution 2025-62 approving an Agreement with JEO to develop a Stormwater Management Design for the Industrial Drive and Grant Street Area.
15. Consider Resolution 2025-63 approving the revised constitution and bylaws for the Blair Volunteer Fire and Rescue Department.
16. Consider Resolution No. 2025-64 approving the purchase of 2 Paraclete Vanguard VL ballistic shields for the Blair Police Department.
17. City Administrator Report
18. Motion and second by Council members to adjourn the meeting.

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City of Blair Regular Council Meeting  
June 10, 2025

The Mayor and City Council met in regular session in the City Council Chambers on June 10, 2025, at 7:00 PM. The following were present: Brent Clark, Holly Hafer, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, Frank Wolff. Absent: Kirk Highfill. Also present were City Administrator Green, Assistant City Administrator Barrow, Director of Public Works Heaton, City Attorney Talbot, Non-Lawyer Assistant Ferrari, Library Director Lukert, Community Development Director Beiermann, and Chief Kinsey.

The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held. Notice of the meeting was given in advance thereof by publication in the Enterprise or the Pilot -Tribune as shown by the affidavit of publication filed in the City Clerk's office. Notice of the meeting was simultaneously given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and the agenda is filed in the City Clerk's office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Agenda Items #1, #2 & #3 – Mayor Rump called the meeting to order at 7:00 p.m. followed by Roll Call and the Pledge of Allegiance.

Agenda Item #4 – Consent agenda approved the following: 4a) Approval of Minutes of May 27, 2025, meeting, 4b) Clerk report of Mayoral Action of May 27, 2025, meeting, 4c) City Department reports for May 2025 and 4d) Claims as recommended by the Finance Committee. Motion by James Letcher, second by Rick Paulsen to approve the Consent Agenda. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted as follows: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #5 – Mike Rooks, 11961 S 113th Ave, Papillion, NE, Executive Director of Gateway Development Corporation updated the Mayor and City Council on the activities of community development that has been managed by Gateway. Nineteen projects are in the pipeline so far for 2025. Rooks hopes to announce several new projects coming to Blair later this summer. Other projects they have been working on include a Rural Projects Grant to build a 4.4-million-dollar rail system in Blair, development of an Art Alley in Blair and the Red Thread campaign to promote Washington County will start soon. 2024 was a year of transition where Gateway did not just look at businesses but also looked at housing. If you do not have housing options for new employees' businesses will not come to Washington County. Community growth is not just about aesthetics but is a strategic investment in a community's future growth, resilience, and prosperity. A strong, vibrant, and well-planned community is what keeps people here, attracts new residents, and makes businesses want to invest in the community. The Mayor and Council thanked Mr. Rooks for his continued support and growth management for Blair.

Agenda Item #6 – City Administrator Green presented a second Amendment to the Police Plan to incorporate the increased employee contributions of 9% effective as of October 1, 2025, as dictated by LB179. The amendment also includes correcting an error in section 3.5 of the Plan which needed to be

corrected ("four or more years of employment" should be "two or more years of employment" pursuant to the most recent changes to the Act's vesting schedule). The 2025/2026 budget will include a 1% increase to the pension plan for civilian employees moving them from 7% to 8% and then increase another 1% to 9% in the 2026/2027 budget. Additional contributions for civilian employees will not be mandatory. The Finance Committee recommended approval. Council member Hafer introduced Resolution 2025-55 updating the Police Retirement Plan. Motion by Holly Hafer, second by Kevin Willis to adopt Resolution No. 2025-55 as presented. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #7 – City Administrator Green stated Ordinance 2570 was approved on April 8, 2025, creating Paving District No. 206 for Blair Crossing for the city to assess property in this project to recoup some of the cost of improvements. State Statute states that if more than 50% of the property owners in the Paving District object, the district is required to be repealed. In this case, more than 50% of the property owners objected, therefore Ordinance No. 2570 creating the district must be repealed. The Judiciary Committee recommended approval. Council member Hafer introduced Ordinance 2578 repealing the creation of Paving District No. 206 by Ordinance 2570.

**AN ORDINANCE REPEALING THE CREATION OF PAVING DISTRICT NO. 206 BY ORDINANCE NO. 2570, IN THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA; REPEALING ALL ORDINANCES SHALL BE IN FULL FORCE AND EFFECT AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.**

Council member Holly Hafer moved that the statutory rule requiring reading on three different days be suspended. Council member James Letcher seconded the motion to suspend the rules and upon roll call vote the following Council members voted: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance.

Said Ordinance was then read by title and thereafter Council member Holly Hafer moved for final passage of the Ordinance, which motion was seconded by Council member James Letcher. The Mayor then stated the question was "Shall Ordinance No. 2578 be passed and adopted?" Upon roll call vote, the following Council members voted: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Nay, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 6, Nay: 1, Absent: 1. The passage of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance can be found in the Ordinance Record Book.

Agenda Item #8 – City Administrator Green stated the State of Nebraska dictates what electrical code everyone in the state should follow. The proposed ordinance would change the Blair Municipal Code to match the electrical code the state is now requiring every jurisdiction to follow. The Judiciary Committee recommended approval. Council member Letcher introduced Ordinance 2579 amending the Blair Municipal Code, Chapter 9, Article 5, Section 9-501 by adopting the 2023 National Electric Code (NEC), replacing the 2017 NEC.

**AN ORDINANCE TO AMEND THE BLAIR CITY MUNICIPAL CODE, CHAPTER 9, ARTICLE 5 BY AMENDING SECTION 9-501 ADOPTING THE 2023 NATIONAL ELECTRIC CODE (NEC) AND REPLACING ALL REFERENCE TO THE 2017 ELECTRIC CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.**

Council member James Letcher moved that the statutory rule requiring reading on three different days be suspended. Council member Frank Wolff seconded the motion to suspend the rules and upon roll call vote the following Council members voted: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance.

Said Ordinance was then read by title and thereafter Council member James Letcher moved for final passage of the Ordinance, which motion was seconded by Council member Frank Wolff. The Mayor then stated the question was "Shall Ordinance No. 2579 be passed and adopted?" Upon roll call vote, the following Council members voted: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. The passage of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance can be found in the Ordinance Record Book.

Agenda Item #9 – City Administrator Green reviewed the potential Southwestern annexation plan will be considered at the July 1 Planning Commission meeting and the July 22 City Council meeting. The proposed plan will include 556.98 acres, 42 parcels, 9 lane miles, 31 agricultural, business, or residential properties along with property owned by Washington County, the Nebraska Department of Transportation, and the Union Pacific Railroad. Letters will be sent to all affected property owners. If the annexation is approved, potential zoning changes would take place to include probable zoning districts of Transitional Agricultural, Agricultural/Highway Commercial, and Residential Low Density. This annexation could also have an impact on the voting wards and redistricting could be required. The Judiciary Committee recommended approval. Council member Hafer introduced Resolution 2025-56 authorizing staff to proceed with the 2025 Southwestern Annexation Area Plan and set the dates for Public Hearings for the Planning Commission and City Council. Motion by Holly Hafer, second by James Letcher to adopt Resolution No. 2025-56 as presented. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #10 – Director of Public Works Heaton presented an updated contract with Cargill to provide water to the industrial campus. Cargill is not billed for water like the typical consumer. They are billed a flat rate each month, regardless of the amount of water they use. They are also billed accordingly for all improvements to the water treatment plant that are a direct requirement of Cargill. The new monthly rate has been established by the rate study that was completed a few months ago. Part of the water rates for all customers is to cover the city's debt. Typically, the city's debts are divided up, so the typical residential customer is paying about 15 percent of that debt payment, with Cargill paying the remaining 85 percent. Effective with the July bill, Cargill's new rate will be \$867,933.00, which is a

Council Meeting June 10, 2025

\$300,000 increase. The Finance Committee recommended approval. Council member Clark introduced Resolution No. 2025-57 approving an Industrial Water Usage Contract with Cargill and authorizing the Mayor and City Clerk to sign. Motion by Brent Clark, second by Kevin Willis to adopt Resolution No. 2025-57 as presented. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #11 – Director of Public Works Heaton stated this agenda item had been tabled from previous meetings to provide more clarification on how Project Advocates could be of assistance to the city in monitoring the industrial water main project. Heaton introduced Chris Bilau and John Taylor from Project Advocates to answer any questions for the Mayor and Council regarding their service. Taylor outlined what the agreement would include: 1) it will not do any work that city staff or contractors are currently doing, 2) will assist with ensuring proper documentation, project charter, more efficient schedule, proper pay applications and payments, 3) Assist with communication with the bonding company and with pending claims after the project is complete, and 4) provide valuable experience and knowledge the city can benefit from. The agreement is written to not exceed \$50,000. City employee Tony Larimore will continue to monitor the project. Project Advocates will assist staff with documentation and meeting with the contractor. Mark Hodson, 231 E Riverview Dr., Blair, city employee, stated this has been the most challenging contractor he has ever had to work with and believe Project Advocates will be of great assistance and staff can learn a lot from them for future projects. Council member Letcher introduced Resolution 2025-58 authorizing City Staff to engage the services of Project Advocates. Motion by James Letcher, second by Rick Paulsen to adopt Resolution No. 2025-58 as presented. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #12 – City Administrator Green stated the proposed agreement would purchase new radios for the Blair Police Department. These radios were budgeted in this year's budget as the current radios are going to expire soon. The city is prepared to work with the county to jointly purchase radios for the county, police department and fire department. If the agreement is approved tonight, the city can take advantage of cost savings. The city will reach out to the county but is prepared to purchase them on our own through a public safety bond. The Police Committee recommended moving forward with the purchase with the county or separately. Council member Paulsen introduced Resolution 2025-59 authorizing City Staff to enter into an agreement for the purchase of new communications equipment and services. Motion by Rick Paulsen, second by James Letcher to adopt Resolution No. 2025-59 as presented. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #13 – City Council member Hafer stated she will be resigning from the City Council on June 24, 2025, to accept a new position with the city of Blair in the Finance Department. She thanked the Mayor and Council for the opportunity to serve the public. City Administrator Green stated June and July will focus on budget and the budget workshop will be held July 29, 2025, at 6:30 p.m. The Art alley work is underway. June is a busy month for staff with several conferences and staff vacation. The city has closed on the property at 156 Grant Street and will be reviewing that property for ideas on how to use that property. Green thanked the chamber and city staff for another successful Gateway to the West days. He

then made a public service announcement regarding a spam email that looked like it was sent from a city employee asking a contractor to wire transfer funds to the city in the amount of \$4500.

Agenda Item #14 – Motion by Brent Clark, second by Kent Long to adjourn the meeting at 8:17 p.m. Council members voted as follows: Brent Clark: Yea, Holly Hafer: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

The following claims were approved: Abes Trash Svc, Inc, Svc, 1880.75; AFLAC, Svc, 1329.56; Amazon, Inv, 2565.25; American Underground, Inv, 73615.93; Aqua-Chem Inc, Inv, 1739.05; Arps Red-E-Mix Inc, Inv, 6308.45; Assethr, Payrl, 237394.74; Baird Holm Llp, Svc, 14254.50; Baker & Taylor Books, Inv, 162.36; Barco, Inv, 236.12; Bi-State Motor Parts, Inv, 433.98; Blair Ace Hardware, Inv, 1189.63; Blue Cross & Blue Shield, Svc, 98059.22; Bomgaar Supply Inc, Inv, 1484.34; Bound Tree Medical Llc, Inv, 1720.65; Cargoraxx Llc, Inv, 2440.95; Carquest Auto Parts, Inv, 53.95; Cdw Government Inc, Inv, 535.36; Chi Health Company Care, Svc, 294.00; Cintas Corporation #749, Svc, 4209.53; City Wide Facility Sol, Svc, 2875.00; Danko Emergency Equipment, Inv, 4713.26; Datashield, Svc, 87.53; Dick's Electric Co, Svc, 7117.86; Dr Oxygen Science, Svc, 280.00; Eakes Office Solutions, Inv, 3807.87; Enterprise Publishing Co, Svc, 2011.73; Fairway Oil Co, Inv, 62.16; Firstnet At&T Mobility, Svc, 90.06; Fontenelle Forest, Inv, 175.00; Gerhold Concrete, Inv, 202.00; Gpm Environmental, Svc, 1502.00; Grainger, Inv, 39.88; Great Plains Communic, Svc, 3052.34; Hawkins Inc, Inv, 9416.00; Hdr Engineering Inc, Svc, 3101.95; Henton Trenching Inc, Svc, 9313.11; Horizon Rehabilitation, Svc, 2717.00; Hotsy Equipment Co, Svc, 183.08; Hsa Bank, Hsa, 97.50; Ingram Library Services, Inv, 659.62; Jackson Services, Svc, 455.36; Johnson Hardware Co, Svc, 107.00; Language Line Services, Svc, 29.34; Lexis Nexis, Inv, 295.00; Logan Contractors Supply, Inv, 990.00; Macqueen Equipment, Inv, 600.60; Martin Marietta Material, Inv, 1593.90; Matheson Tri-Gas Inc, Inv, 662.07; Menards - Omaha, Inv, 338.06; Mid-American Benefits Llc, Svc, 1186.42; Midland Scientific Inc, Svc, 90.35; Midwest Fence-Gaurdrail, Svc, 4584.74; Midwest Fireworks, Inv, 10000.00; Midwest Laboratories, Svc, 1100.73; Midwest Maritime Services, Svc, 1375.00; Mississippi Lime Co, Inv, 26621.72; Mutual Of Omaha Insurance, Svc, 5268.86; Nalco Company, Inv, 9018.92; Ndee - Fiscal Services, Loan, 525217.64; Nebraska Dept Of Trans, Svc, 76949.23; Oclc Inc, Inv, 797.51; Odeys Inc, Inv, 7094.00; Olson Grading, Svc, 1074.80; Olsson Associates, Svc, 800.00; Omaha World Herald, Inv, 546.00; One Call Concepts Inc, Svc, 141.12; One Source, Svc, 172.00; Oppd (Utilities), Svc, 92724.86; O'reilly Auto Parts, Inv, 39.03; Pioneer Cleaning Llc, Svc, 600.00; Poulsen Calvin, Svc, 3217.50; Pounds Printing Inc, Inv, 360.00; Principal Financial Group, Pen, 25877.56; Quick Med Claims Llc, Svc, 3692.83; S & S Pumping Service, Svc, 12120.00; S.E. Smith & Sons, Inv, 32.96; Sampson Construction Co, Inv, 20000.00; Sapp Bros Petroleum, Inv, 1568.21; Sign Depot, Svc, 963.55; Sts Truck Service, Svc, 227.58; Superior Green, Svc, 41481.11; Talbot Law Office, Svc, 1372.50; The Team Approach, Inc, Svc, 216.00; Titan Machinery, Inv, 201.46; Total Truck & Machine, Svc, 350.13; Uline, Inv, 1078.58; Univar Usa Inc, Inv, 22302.01; Us Postal Service (Blair), Svc, 1500.00; Verizon, Svc, 1044.45; Vessco Inc, Inv, 3298.50; Wakefield Towing And Reco, Svc, 1000.00; Washington Co Reg Deeds, Svc, 102.00; Waste Management, Inv, 62.19; Western Oil Ii Llc, Inv, 4913.88; Wood Deborah, Svc, 400.00; Woodhouse Ford, Svc, 3450.00; Zoll Medical Corp, Inv, 680.00.

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Melinda K. Rump, Mayor

ATTEST:

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Brenda Wheeler, City Clerk

Seal

**CLAIMS REPORT**  
**Check Range: 6/01/2025- 6/24/2025**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMERICAN FENCE COMPANY LLC	SVC		50.00	55058	6/24/25
AMERISOURCE HR CONSULTING GRP			2,250.00	24038490	6/05/25
BENNETT CONSTRUCTION	SVC		400.00	55060	6/24/25
BLACK BISON CONTRACTING	SVC		50.00	55061	6/24/25
BLACK HILLS ENERGY	SVC	64.20		24038494	6/09/25
BLACK HILLS ENERGY	SVC	58.85		24038495	6/09/25
BLACK HILLS ENERGY	SVC	66.33		24038496	6/09/25
BLACK HILLS ENERGY	SVC	70.89		24038497	6/09/25
BLACK HILLS ENERGY	SVC	67.40		24038498	6/09/25
BLACK HILLS ENERGY	SVC	174.01		24038499	6/09/25
BLACK HILLS ENERGY	SVC	157.33		24038500	6/09/25
BLACK HILLS ENERGY	SVC	98.13		24038501	6/09/25
BLACK HILLS ENERGY	SVC	80.06		24038502	6/09/25
BLACK HILLS ENERGY	SVC	50.97	888.17	24038503	6/09/25
BOMGAARS SUPPLY INC	INV		3,032.01	55065	6/24/25
COLONY CUSTOM HOMES	SVC		500.00	55069	6/24/25
COMMON CENTS BUILDERS	SVC		50.00	55070	6/24/25
CROWN TROPHY & AWARDS OF	INV		120.50	55072	6/24/25
DHHS DRINKING WATER PROGRAM	SVC		339.00	55073	6/24/25
DONE RIGHT HOME IMPROVEMENTS	SVC		50.00	55075	6/24/25
EVERLIGHT SOLAR CONSTRUCTION	SVC		200.00	55076	6/24/25
FIRST NATIONAL BANK	SVC	15.25		24038491	6/06/25
FIRST NATIONAL BANK	SVC	1,524.32	1,539.57	24038492	6/06/25
GOLDENSTEIN CONSTRUCTION	SVC		200.00	55077	6/24/25
GIS WORKSHOP LLC	SVC		84.00	55080	6/24/25
HARSIN BUILT CONSTRUCTION	SVC		50.00	55081	6/24/25
JEREMIAH HARTIN	SVC		500.00	55082	6/24/25
HAWKINS INC	INV		7,062.00	55083	6/24/25
HDR ENGINEERING INC	SVC		20,417.56	55085	6/24/25
	Multiple Projects	20,417.56			
HENTON TRENCHING INC	SVC		400.00	55087	6/24/25
J NIELSEN CONSTRUCTION LLC	SVC		1,000.00	55089	6/24/25
JEO CONSULTING GROUP INC	SVC		2,295.00	55090	6/24/25
JETTER'S PLUMBING INC	SVC		158.24	55091	6/24/25
MASLOSKIE CONST INC	SVC		50.00	55095	6/24/25
MC WELLS CONTRACTING, LLC			51,442.20	55096	6/24/25
	Project# 2023-0007	51,442.20			
MCCOY ROOFING LLC	SVC		1,050.00	55098	6/24/25
MCKINNIS ROOFING & SHEET METAL	SVC		2,900.00	55103	6/24/25
MID-AMERICAN BENEFITS LLC	SVC	1,029.75		24038488	6/02/25
MID-AMERICAN BENEFITS LLC	SVC	265.00		24038493	6/06/25
MID-AMERICAN BENEFITS LLC	SVC	5,413.91		24038504	6/20/25
MID-AMERICAN BENEFITS LLC	SVC	3,009.38	9,718.04	24038505	6/13/25
MISSISSIPPI LIME CO LLC	INV		13,781.41	55107	6/24/25
MOOSE ROOFING	SVC		50.00	55108	6/24/25
NDEE			5,945.80	55110	6/24/25
NEBRASKA PUBLIC HEALTH	SVC		1,457.00	55112	6/24/25
NOSWETT FENCING INC	SVC		50.00	55113	6/24/25
OLSSON ASSOCIATES	SVC		22,518.80	55114	6/24/25
	Project# 2022-0006	22,518.80			
OMAHA PROFESSIONAL EXT	SVC		50.00	55115	6/24/25
PARAMOUNT CONSTRUCTION	SVC		1,000.00	55117	6/24/25
PERSONAL TOUCH CONSTRUCTION	SVC		50.00	55118	6/24/25
PINNACLE ROOFING LLC	SVC		50.00	55119	6/24/25

**CLAIMS REPORT**  
**Check Range: 6/01/2025- 6/24/2025**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
PYRAMID ROOFING	SVC		50.00	55122	6/24/25
RED RHINO ROOFS & SOLAR	SVC		50.00	55123	6/24/25
ROYALTY ROOFING	SVC		50.00	55124	6/24/25
SAMPSON CONSTRUCTION CO	BLDG		3,930.08	55125	6/24/25
	Project# 2023-0002	3,930.08			
SCHAEFFER MFG COMPANY	INV		2,398.00	55127	6/24/25
SID DILLON CHEVROLET BLAIR	SVC		8,908.81	55128	6/24/25
TITAN EXTERIORS	SVC		50.00	55130	6/24/25
TREKK DESIGN GROUP			7,624.50	55131	6/24/25
TROY WAKEFIELD GENERAL CONT	SVC		400.00	55132	6/24/25
USABLUEBOOK	INV		112.41	55135	6/24/25
W&L CONSTRUCTION LLC	SVC		50.00	55136	6/24/25
WASHINGTON COUNTY BANK	SVC		93,131.65	24038489	6/02/25
WATERTIGHT ROOFING	SVC		550.00	55138	6/24/25
TYLER WEHRLI	SVC		500.00	55139	6/24/25
MIKE WULF	SVC		500.00	55142	6/24/25
YOST CONCRETE CONSTRUCTION INC	SVC		22,642.00	55143	6/24/25
Accounts Payable Total			292,696.75		
Utility Refund Checks					
-----					
Refund Checks Total					
Payroll Checks					
-----					
Report Total			292,696.75		
			=====		

**RESOLUTION NO. 2025**

COUNCIL MEMBER ---INTRODUCED THE FOLLOWING RESOLUTION:

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLAIR, NEBRASKA, APPROVING A FINAL PLAT FOR NIELSEN HOMES AND DEVELOPMENT FOR THE EDGE BUSINESS PARK, LOTS 1 AND 2, BEING A PLATTING OF TAX LOT 276 IN THE SW ¼ OF THE SE ¼ OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., TOGETHER WITH TAX LOT 177 IN THE NW ¼ OF THE NE ¼ OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., ALL IN WASHINGTON COUNTY, NEBRASKA.

**WHEREAS** Article 4, Section 403 of the Blair Subdivision Regulations requires a final plat application to be prepared and submitted to the Planning Commission for recommendation and then to the City Council for approval; and

**WHEREAS**, the Planning Commission heard the request for approval of the final plat application on June 3, 2025, at which time the Commission recommended approving the request.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY:**

That the final plat application is hereby approved for Nielsen Homes and Development for The Edge Business Park, Lots 1 and 2, being a platting of Tax Lot 276 in the SW ¼ of the SE ¼ of Section 12, Township 18 North, Range 11 East of the 6<sup>th</sup> P.M., together with Tax Lot 177 in the NW ¼ of the NE ¼ of Section 13, Township 18 North, Range 11 East of the 6<sup>th</sup> P.M., all in Washington County, Nebraska.

COUNCIL MEMBER HAFER MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER LETCHER. UPON ROLL CALL, COUNCIL MEMBERS CLARK, HAFER, HIGHFILL, LETCHER, LONG, PAULSEN, WOLFF AND WILLIS VOTING “AYE” AND COUNCIL MEMBERS NONE VOTING ‘NAY”, THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24<sup>th</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

\_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA     )  
  ): ss:  
WASHINGTON COUNTY    )

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City held on the 24<sup>th</sup> day of June 2025.

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

Filing Date 5/22/2024

Receipt Number 189338

**FINAL PLAT APPLICATION**

Nielsen Homes and Development, 1730 State Street, Blair, NE 402-427-3362  
Property Owner Address Phone Number

Email: Nielsenhomesblair@gmail.com

TD<sup>2</sup>

Engineer Address Phone Number

Zoning (Present/Proposed): Office Park / Office Park

Name of Addition: The Edge Business Park

Legal Description: The Edge Business Park, Lots 1 and 2, being a platting of Tax Lot 276 in the SW ¼ of the SE ¼ of Section 12, Township 18 North, Range 11 East of the 6th P.M., together with Tax Lot 177 in the NW ¼ of the NE ¼ of Section 13, Township 18 North, Range 11 East of the 6th P.M., all in Washington County, Nebraska. (590 S. 10th Street)

Current Use: vacant

Utilities and Improvements: Existing Proposed

Sanitary Sewer N/A City per individual builder

Storm Drainage N/A per individual builder

Water N/A City per individual builder

Paving N/A N/A

 5-27-25

Signature of Owner(s) Date

Signature of Owner(s) Date

DO NOT WRITE BELOW THIS LINE

**PLANNING COMMISSION RECOMMENDATION:**

DATE OF NOTICE: \_\_\_\_\_

DATE OF PUBLIC HEARING: \_\_\_\_\_

VOTE: \_\_\_\_\_ TO \_\_\_\_\_ TO \_\_\_\_\_

**CITY COUNCIL ACTION:**

DATE OF PUBLIC HEARING: \_\_\_\_\_

VOTE: \_\_\_\_\_ TO \_\_\_\_\_ TO \_\_\_\_\_

# THE EDGE BUSINESS PARK

## LOTS 1 AND 2

BEING A PLATTING OF TAX LOT 276 IN THE SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., TOGETHER WITH TAX LOT 177 IN THE NW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., ALL IN WASHINGTON COUNTY, NEBRASKA.

NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 12, T18N, R11E OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA  
 FOUND 4/8" REBAR W/CAP #486  
 NORTH 50.55' TO A "X" NAIL IN A POWER POLE.  
 NE 20.10' TO CENTER NUT OF A GAS CURB STOP.  
 SE 53.34' TO A "X" NAIL IN A GUARD POST FOR A TELEPHONE PEDESTAL.  
 NE 62.34' TO A "X" NAIL IN A POWER POLE WITH A LIGHT MAST ARM.

**WASHINGTON COUNTY TREASURER'S CERTIFICATE**  
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

WASHINGTON COUNTY TREASURER

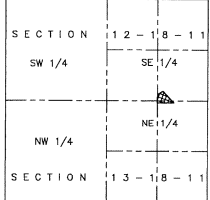
TREASURER'S SEAL

**APPROVAL OF CITY OF BLAIR PLANNING COMMISSION**

THIS PLAT OF THE EDGE BUSINESS PARK, WASHINGTON COUNTY, NEBRASKA, WAS APPROVED BY THE CITY OF BLAIR PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

CHAIRPERSON

VICINITY MAP NO SCALE

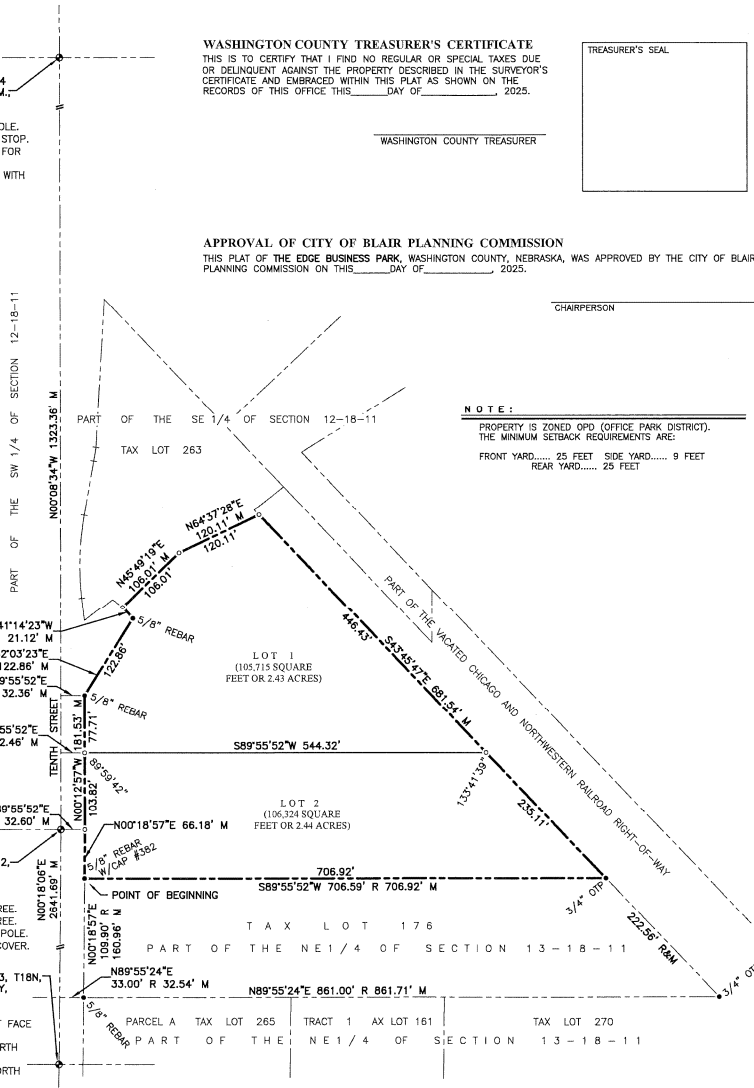


**LEGEND**

- PROPERTY CORNER FOUND
- o PROPERTY CORNER SET (5/8" REBAR W/CAP #963)
- R RECORD DISTANCE
- M MEASURED DISTANCE
- OTP OPEN TOP PIPE

SW CORNER OF THE SE 1/4 OF SECTION 12, T18N, R11E OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA  
 FOUND A 1" DIAMETER BRASS CAP  
 NW 36.19' TO A DUPLEX NAIL IN A PINE TREE.  
 SW 81.43' TO A DUPLEX NAIL IN A PINE TREE.  
 SE 72.85' TO A DUPLEX NAIL IN A POWER POLE.  
 ESE 18.5'± TO THE CENTER OF MANHOLE COVER.

NW CORNER OF THE SE 1/4 OF SECTION 13, T18N, R11E OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA.  
 FOUND 1-1/2" OTP  
 NNE 9.95' TO MAG NAIL W/WASHER IN WEST FACE OF DECIDUOUS TREE.  
 EAST 39.40' TO MAG NAIL W/WASHER IN NORTH FACE OF DECIDUOUS TREE.  
 WEST 28.35' TO MAG NAIL W/WASHER IN NORTH FACE OF WOOD POST.



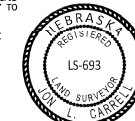
**NOTE:**  
 PROPERTY IS ZONED OPD (OFFICE PARK DISTRICT).  
 THE MINIMUM SETBACK REQUIREMENTS ARE:  
 FRONT YARD..... 25 FEET SIDE YARD..... 9 FEET  
 REAR YARD..... 25 FEET

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS IN EFFECT AS OF THE DATE SHOWN HEREON AND I HAVE MADE A BOUNDARY SURVEY OF THE AREA OF THE REPLAT DESCRIBED HEREIN AND THAT PERMANENT MARKERS WERE FOUND AT ALL CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF BLAIR TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN THE EDGE BUSINESS PARK, LOTS 1 AND 2, BEING A PLATTING OF TAX LOT 276 IN THE SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., TOGETHER WITH TAX LOT 177 IN THE NW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., ALL IN WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF TAX LOT 177 IN SAID SECTION 13; THENCE N00°04'29"W (ASSUMED BEARING) 247.70 FEET ON THE EAST LINE OF TENTH STREET; THENCE N32°03'23"E 122.86 FEET CONTINUING ON THE EAST LINE OF SAID TENTH STREET; THENCE N41°14'23"W 21.12 FEET CONTINUING ON THE EAST LINE OF SAID TENTH STREET TO THE NORTH LINE OF TAX LOT 276 IN SAID SECTION 12; THENCE N45°49'19"E 106.01 FEET ON THE NORTH LINE OF TAX LOT 276 IN SAID SECTION 12; THENCE N64°37'28"E 120.11 FEET CONTINUING ON THE NORTH LINE OF TAX LOT 276 IN SAID SECTION 12 TO THE MOST NORTHERLY CORNER THEREOF, ALSO BEING A POINT ON THE WESTERLY LINE OF THE VACATED CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY; THENCE S42°45'47"E 861.54 FEET ON THE WESTERLY LINE OF SAID VACATED CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY TO THE SE CORNER OF TAX LOT 177 IN SAID SECTION 13; THENCE S89°55'52"W 706.92 FEET ON THE SOUTH LINE OF TAX LOT 177 IN SAID SECTION 13 TO THE POINT OF BEGINNING.

CONTAINS: 4.87 ACRES MORE OR LESS

MARCH 18, 2025  
 DATE:



JON L. CARRELL  
 NEBRASKA RLS #993

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT WE, NIELSEN HOMES AND DEVELOPMENT, BEING THE OWNERS OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED HEREON AND WE, WASHINGTON COUNTY BANK, BEING THE MORTGAGE HOLDER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS THE EDGE BUSINESS PARK, AND WE DO HEREBY PARTY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK CO AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES, NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

NIELSEN HOMES AND DEVELOPMENT

WASHINGTON COUNTY BANK

BY: JAY NIELSEN, MEMBER

BY: DAVE LADWIG, MANAGER

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA )  
 COUNTY OF \_\_\_\_\_ )  
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY JAY NIELSEN, MEMBER OF NIELSEN HOMES AND DEVELOPMENT, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA )  
 COUNTY OF \_\_\_\_\_ )  
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY DAVE LADWIG, MANAGER OF WASHINGTON COUNTY BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC

**APPROVAL OF BLAIR CITY COUNCIL**

THIS PLAT OF THE EDGE BUSINESS PARK, WASHINGTON COUNTY, NEBRASKA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA, ON THIS DAY OF \_\_\_\_\_, 2025.

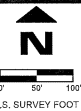
MAYOR, MELINDA RUMP

ATTEST: BLAIR CITY CLERK, BRENDA WHEELER



Hopkinson, Dreesen & Dorner, Inc.  
 10830 Old Mill Rd  
 Omaha, NE 68154  
 P:402.330.8860 F:402.330.8866  
 jcarrell@td2co.com  
 ddn: TD2 Engineering & Surveying  
 NE CA-0199

THE EDGE BUSINESS PARK  
 LOTS 1 AND 2



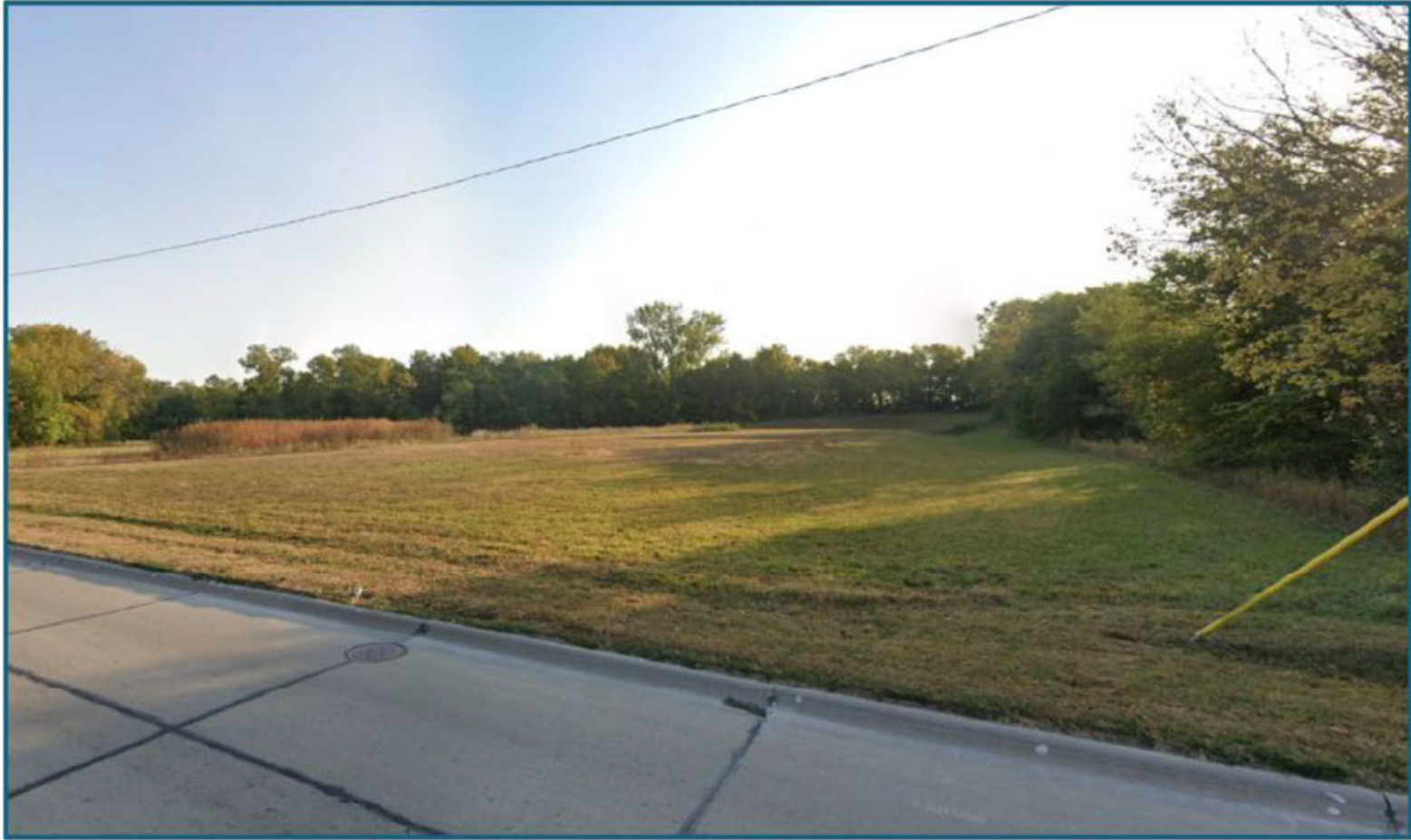
Revision Dates

No.	Description	MM-DD-YY

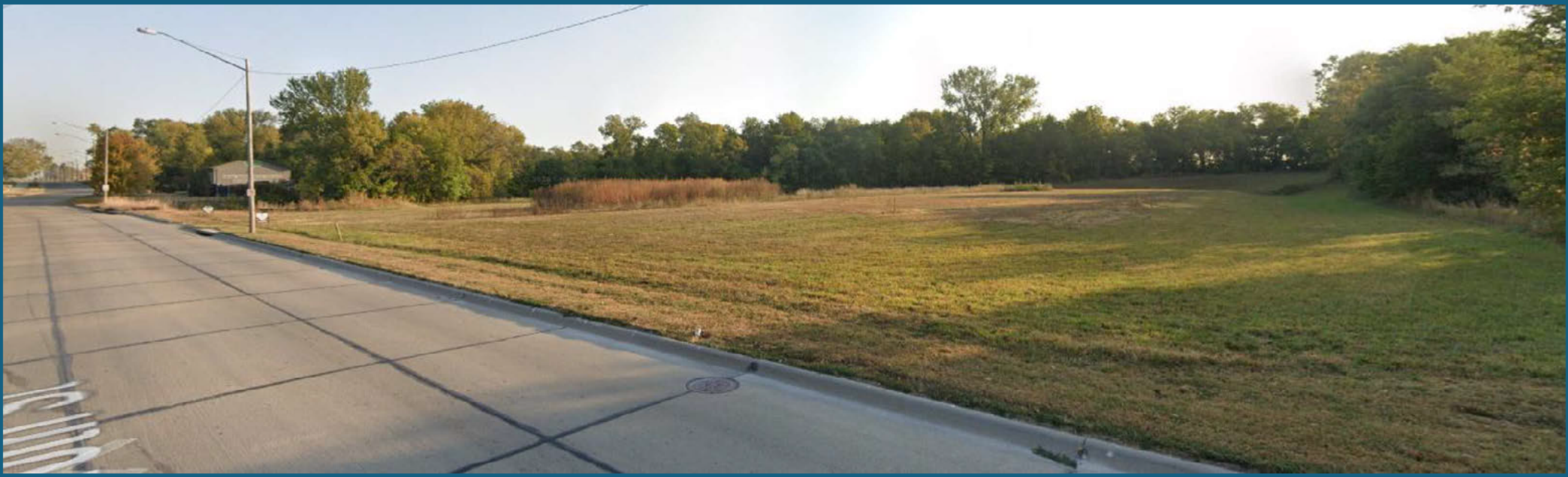
Job No.: 1387-25-3(ADM)  
 Drawn By: RJR  
 Reviewed By: JLC  
 Date: MARCH 18, 2025  
 Book: 24/76  
 Page: 46

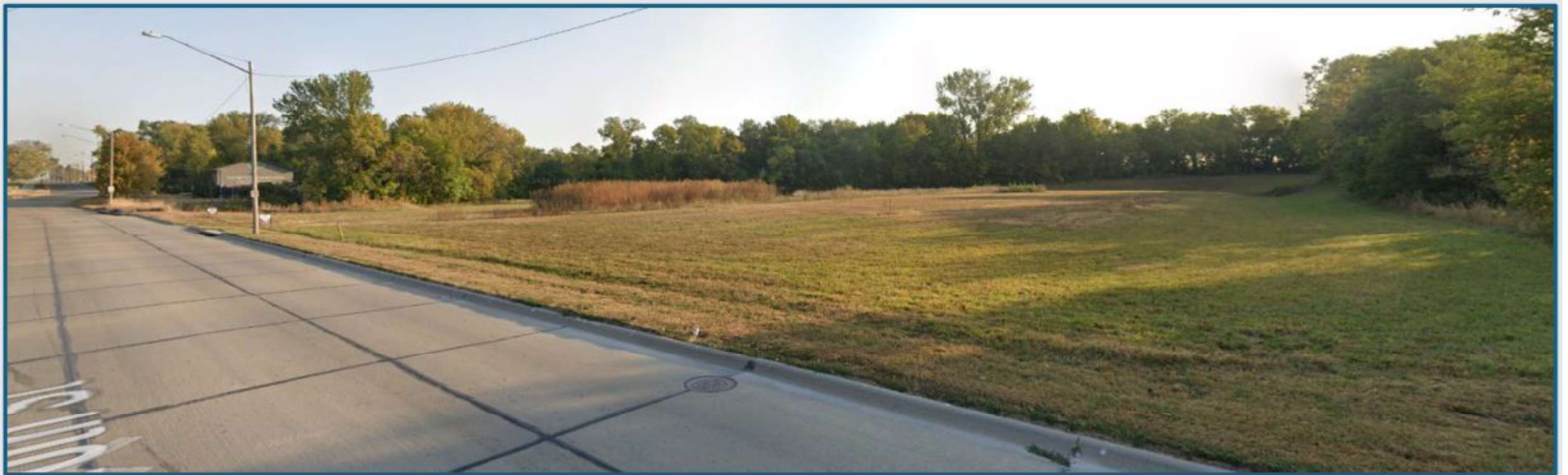
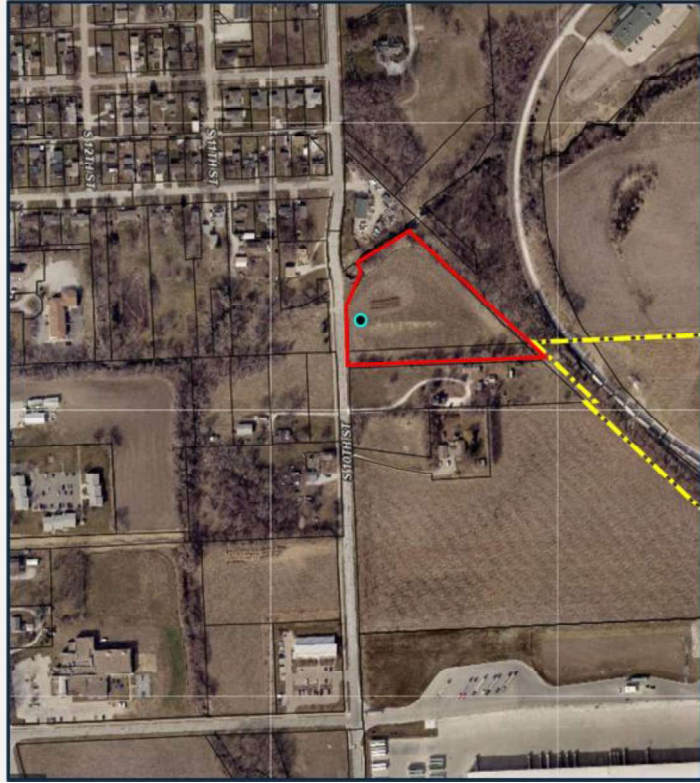
Sheet Title  
 CITY OF BLAIR  
 WASHINGTON COUNTY  
 FINAL PLAT

Sheet Number  
 SHEET 1 OF 1



590 S. 10<sup>th</sup> Street





ORDINANCE NO. 2580

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY ZONING REGULATIONS, ARTICLE 7, SECTION 701.08, 702.08, 703.08, 704.08, 705.08, ARTICLE 8, SECTION 801.08, AND ARTICLE 9, SECTION 901.08, REMOVING THE FEDERAL HIGHWAY SETBACK EXCEPTIONS FROM ALL DISTRICTS AND CHANGING THE FRONT-YARD SETBACKS IN THE AGRICULTURAL/HIGHWAY COMMERCIAL, AGRICULTURAL/LIGHT INDUSTRIAL, AND MANUFACTURING AND AGRICULTURAL/HEAVY INDUSTRIAL AND MANUFACTURING DISTRICTS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

**WHEREAS**, the City of Blair determined that it is in the public interest that an amendment be made to the zoning regulations allowing accessory units in the second front; and

**WHEREAS**, the Mayor and City Council have been presented with Exhibit "A", which amends Article 7, 701.08, 702.08, 703.08, 704.08, and 705.08, Article 8, Section 801.08 and Article 9, Section 901.08, of the Blair City Zoning Regulations.

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA,**

Section 1. That the Blair City Zoning Regulations be amended as outlined in the attached Exhibit "A".

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall be in force and take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

By \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA    )  
                                  ) :ss:  
WASHINGTON COUNTY )

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing ordinance was passed at a regular meeting of the Mayor and City Council of said City held on the 24th day of June 2025.

BRENDA WHEELER, CITY CLERK

## **ARTICLE 5. AGG AGRICULTURAL DISTRICTS**

### **SECTION 501 AGG GENERAL AGRICULTURAL DISTRICT**

#### **501.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than fifty (50) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

### **SECTION 502 TA TRANSITIONAL AGRICULTURAL DISTRICT**

#### **502.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than fifty (50) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

## **ARTICLE 7 R RESIDENTIAL DISTRICTS**

### **SECTION 701 RRE RURAL RESIDENTIAL ESTATE DISTRICT**

#### **701.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than thirty-five (35) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

### **SECTION 702 RL RESIDENTIAL LOW DENSITY DISTRICT**

#### **702.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than a depth of twenty-five (25) feet from the property line.

### **SECTION 703 RM RESIDENTIAL MEDIUM DENSITY DISTRICT**

#### **703.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than a depth of twenty-five (25) feet from the property line.

### **SECTION 704 RML MULTI-FAMILY RESIDENTIAL LOW DENSITY DISTRICT**

#### **704.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than a depth of twenty (20) feet from the property line.

### **SECTION 705 RMH MULTI-FAMILY RESIDENTIAL HIGH DENSITY DISTRICT**

#### **705.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than a depth of twenty (20) feet from the property line.

**ARTICLE 8 ACH AGRICULTURAL/BUSINESS AND COMMERCIAL DISTRICTS**

**SECTION 801 ACH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT**

**801.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: There shall be a minimum front-yard depth of not less than 25 feet, unless parking is to be in front of the primary structure, in which case the front-yard setback is 50 feet. These yard requirements shall apply to any yard abutting a Federal Aid-Primary or Federal Aid-Secondary designated street or highway regardless of the lot being an interior or corner lot.

**ARTICLE 9. A/ML AGRICULTURAL/INDUSTRIAL AND MANUFACTURING DISTRICTS**

**SECTION 901 A/ML AGRICULTURAL/LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT**

**901.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: There shall be a minimum front-yard depth of not less than 25 feet, unless parking is to be in front of the primary structure, in which case the front-yard setback is 50 feet. These yard requirements shall apply to any yard abutting a Federal Aid-Primary or Federal Aid-Secondary designated street or highway regardless of the lot being an interior or corner lot.

**SECTION 902 A/MH AGRICULTURAL/HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT**

**902.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: There shall be a minimum front-yard depth of not less than 25 feet, unless parking is to be in front of the primary structure, in which case the front-yard setback is 50 feet. These yard requirements shall apply to any yard abutting a Federal Aid-Primary and Federal Aid-Secondary designated street or highway regardless of the lot being an interior or corner lot.

## **ARTICLE 5. AGG AGRICULTURAL DISTRICTS**

### **SECTION 501 AGG GENERAL AGRICULTURAL DISTRICT**

#### **501.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than fifty (50) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

### **SECTION 502 TA TRANSITIONAL AGRICULTURAL DISTRICT**

#### **502.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: On all streets or highways there shall be a minimum front yard of not less than fifty (50) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

## **ARTICLE 7 R RESIDENTIAL DISTRICTS**

### **SECTION 701 RRE RURAL RESIDENTIAL ESTATE DISTRICT**

#### **701.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of Federal Aid Primary or Federal Aid Secondary designated street or highway or fifty (50) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than thirty-five (35) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

### **SECTION 702 RL RESIDENTIAL LOW DENSITY DISTRICT**

#### **702.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of a Federal Aid Primary or Federal Aid Secondary designated street or highway or thirty-five (35) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than a depth of twenty-five (25) feet from the property line.

### **SECTION 703 RM RESIDENTIAL MEDIUM DENSITY DISTRICT**

#### **703.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of a Federal Aid Primary or Federal Aid Secondary designated street or highway or thirty-five (35) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than a depth of twenty-five (25) feet from the property line.

### **SECTION 704 RML MULTI-FAMILY RESIDENTIAL LOW DENSITY DISTRICT**

#### **704.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of a Federal Aid Primary or Federal Aid Secondary designated street or highway or thirty-five (35) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than a depth of twenty (20) feet from the property line.

## **SECTION 705 RMH MULTI-FAMILY RESIDENTIAL HIGH DENSITY DISTRICT**

### **705.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of a Federal Aid Primary or Federal Aid Secondary designated street or highway or thirty-five (35) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than a depth of twenty (20) feet from the property line., ~~unless Section 1110 (front yard adjustment) is applicable.~~

## **ARTICLE 8 ACH AGRICULTURAL/BUSINESS AND COMMERCIAL DISTRICTS**

### **SECTION 801 ACH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT**

#### **801.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of a Federal Aid Primary or Federal Aid Secondary designated street or highway or thirty-five (35) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than a depth of twenty (20) feet from the property line. There shall be a minimum front yard depth of not less than 25 feet, unless parking is to be in front of the primary structure, in which case the front yard setback is 50 feet. These yard requirements shall apply to any yard abutting a Federal Aid-Primary or Federal Aid-Secondary designated street or highway regardless of the lot being an interior or corner lot.

## **ARTICLE 9. A/ML AGRICULTURAL/INDUSTRIAL AND MANUFACTURING DISTRICTS**

### **SECTION 901 A/ML AGRICULTURAL/LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT**

#### **901.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center of a Federal Aid-Primary or Federal Aid-Secondary designated street or highway or thirty-five (35) feet from the property line, whichever is greater.~~ On all other streets or highways there shall be a minimum front yard of not less than a depth of twenty (20) feet from the property line. There shall be a minimum front yard depth of not less than 25 feet, unless parking is to be in front of the primary structure, in which case the front yard setback is 50 feet. These yard requirements shall apply to any yard abutting a Federal Aid-Primary of Federal Aid-Secondary designated street or highway regardless of the lot being an interior or corner lot.

### **SECTION 902 A/MH AGRICULTURAL/HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT**

#### **902.08 MINIMUM YARD REQUIREMENTS:**

(1) Front yard: ~~There shall be a minimum front yard of not less than a depth of one hundred (100) feet from the center line of a Federal Aid Primary or Federal Aid Secondary designated street or highway or thirty five (35) feet from the property line whichever is greater. On all other streets or highways there shall be a minimum front yard on not less than a depth of twenty (20) feet from the property line.~~ There shall be a minimum front yard depth of not less than 25 feet, unless parking is to be in front of the primary structure, in which case the front yard setback is 50 feet. These yard requirements shall apply to any yard abutting a Federal Aid-Primary and Federal Aid-Secondary designated street or highway regardless of the lot being an interior or corner lot.

ORDINANCE NO. 2581

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY ZONING REGULATIONS, ARTICLE 8, SECTIONS 801.02, 802.02, 804.02, AND 805.02, REMOVING REQUIREMENTS IN ALL BUSINESS DISTRICTS (AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT, CENTRAL BUSINESS DISTRICT, LIMITED COMMERCIAL, AND OFFICE PARK DISTRICT) FOR A CONDITIONAL USE PERMIT FOR PERMITTED BUSINESSES WITHING 200 FEET OF A RESIDENTIAL DISTRICT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

**WHEREAS**, the City of Blair determined that it is in the public interest that an amendment be made to the zoning regulations allowing accessory units in the second front; and

**WHEREAS**, the Mayor and City Council have been presented with Exhibit "A", which amends Article 8, Sections 801.02, 802.2, 804.2 and 805.02, of the Blair City Zoning Regulations.

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA,**

Section 1. That the Blair City Zoning Regulations be amended as outlined in the attached Exhibit "A".

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall be in force and take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

By \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA    )  
                                  ) :ss:  
WASHINGTON COUNTY )

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing ordinance was passed at a regular meeting of the Mayor and City Council of said City held on the 24th day of June 2025.

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

**ARTICLE 8 ACH AGRICULTURAL/BUSINESS AND COMMERCIAL DISTRICTS**

**SECTION 801 ACH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT**

801.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

**SECTION 802 CCB CENTRAL BUSINESS DISTRICT**

802.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

**SECTION 804 CL LIMITED COMMERCIAL DISTRICT**

804.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

**SECTION 805 OFFICE PARK DISTRICT**

805.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

## **ARTICLE 8 ACH AGRICULTURAL/BUSINESS AND COMMERCIAL DISTRICTS**

### **SECTION 801 ACH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT**

801.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right: ~~except when located within 200 feet of any Residential District, in which case a conditional use permit will be required to allow the following uses:~~

### **SECTION 802 CCB CENTRAL BUSINESS DISTRICT**

802.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right: ~~except when located within 200 feet of any Residential District, in which case a conditional use permit will be required to allow the following uses:~~

### **SECTION 804 CL LIMITED COMMERCIAL DISTRICT**

804.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right: ~~except when located within 200 feet of any Residential District, in which case a conditional use permit will be required to allow the following uses:~~

### **SECTION 805 OFFICE PARK DISTRICT**

805.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right: ~~except when located within two hundred (200) feet of any Residential District, in which case a conditional use permit will be required to allow the following uses:~~

ORDINANCE NO. 2582

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY ZONING REGULATIONS, ARTICLE 9, SECTION 901.02 AND SECTION 902.02, REMOVING THE REQUIREMENTS FROM ALL INDUSTRIAL DISTRICTS (AGRICULTURAL/LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT, AGRICULTURAL/HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT) FOR A CONDITIONAL USE PERMIT FOR PERMITTED BUSINESSES WITHIN 500 FEET OF A RESIDENTIAL DISTRICT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

**WHEREAS**, the City of Blair determined that it is in the public interest that an amendment be made to the zoning regulations allowing accessory units in the second front; and

**WHEREAS**, the Mayor and City Council have been presented with Exhibit "A", which amends Article 9, Section 901.02 and Section 902.02, of the Blair City Zoning Regulations.

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA,**

Section 1. That the Blair City Zoning Regulations be amended as outlined in the attached Exhibit "A".

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall be in force and take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

By \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA    )  
  ) :ss:  
WASHINGTON COUNTY )

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing ordinance was passed at a regular meeting of the Mayor and City Council of said City held on the 24th day of June 2025.

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

**ARTICLE 9. A/ML AGRICULTURAL/INDUSTRIAL AND MANUFACTURING DISTRICTS**

**SECTION 901 A/ML AGRICULTURAL/LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT**

901.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

**SECTION 902 A/MH AGRICULTURAL/HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT**

902.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right:

**ARTICLE 9. A/ML AGRICULTURAL/INDUSTRIAL AND MANUFACTURING DISTRICTS**

**SECTION 901 A/ML AGRICULTURAL/LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT**

901.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right ~~except when located within 500 feet of any Residential District, in which case a conditional use permit will be required to allow the following uses:~~

**SECTION 902 A/MH AGRICULTURAL/HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT**

902.02 PERMITTED PRINCIPAL USES AND STRUCTURES: The following shall be permitted as uses by right ~~except when located within 500 feet of any Residential District, in which case a conditional use permit will be required:~~

ORDINANCE NO. 2583

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY ZONING REGULATIONS, ARTICLE 10, ADDING SECTION 1011, A SPECIAL USE NEAR RESIDENTIAL (SUR) OVERLAY DISTRICT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

**WHEREAS**, the City of Blair determined that it is in the public interest that an amendment be made to the zoning regulations adding section 1011 to Article 10; and

**WHEREAS**, the Mayor and City Council have been presented with Exhibit "A", which outlines new section to be added to Article 10 of the Blair City Zoning Regulations.

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA,**

Section 1. That the Blair City Zoning Regulations be amended as outlined in the attached Exhibit "A".

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall be in force and take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

By \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA    )  
                                  ) :ss:  
WASHINGTON COUNTY )

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing ordinance was passed at a regular meeting of the Mayor and City Council of said City held on the 24th day of June 2025.

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

## **SECTION 1011 SUR SPECIAL USE NEAR RESIDENTIAL DISTRICT**

1011.01 INTENT: The Special Use Near Residential (SUR) District is an overlay district for use in commercial and industrial districts intended to protect nearby residential districts which may be adversely impacted by businesses. To encourage increased public input, all permitted business uses and structures within this overlay district which are also within 300 feet of a residential district are considered exceptions and require a Conditional Use Permit.

1011.02 PERMITTED PRINCIPAL USES AND STRUCTURES: Uses and structures permitted under the provisions of the regulations of the Parent District of which this district is made a part and which are located more than 300 feet from a residential district shall be permitted.

1011.03 PERMITTED ACCESSORY USES AND STRUCTURES: Accessory uses and structures permitted under the provisions of the regulations of the Parent District of which this district is made a part and which are located more than 300 feet from a residential district, and those normally appurtenant to the uses and structures permitted as exceptions and which are located more than 300 feet from a residential district shall be permitted.

1011.04 EXCEPTIONS: Uses and structures permitted under the provisions of the regulations of the Parent District of which this district is made a part and which are located within 300 feet from a residential district shall be exceptions. Exceptions allowed under the provisions of the regulations of the Parent District of which this district is made a part shall remain exceptions.

1011.05 CONDITIONS FOR GRANTING EXCEPTIONS: All provisions for the granting of exceptions under the Parent District of which this district is made a part shall be followed. In addition, stipulations may be added to control lighting, noise, traffic, work hours, or other factors which may detract from this district and surrounding districts.

1011.06 ADOPTION OF A SUR DISTRICT:

- (1) The ordinance adopting the SUR District shall include a map detailing the boundaries of the district.
- (2) Each SUR District shall be shown on the zoning map, identified sequentially by year and order of enactment, i.e. SUR-2025.01, SUR-2025.02, etc.

ORDINANCE NO. 2584

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY ZONING REGULATIONS, ARTICLE 7, SECTION 702.08, 703.08, 704.08, 705.08 AND ARTICLE 10 SECTION 1103, ALLOWING ACCESSORY UNITS IN THE SECOND FRONT YARD WITH A CONDITIONAL USE PERMIT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

**WHEREAS**, the City of Blair determined that it is in the public interest that an amendment be made to the zoning regulations allowing accessory units in the second front; and

**WHEREAS**, the Mayor and City Council have been presented with Exhibit "A", which outlines new language to be added to Article 7, Sections 702.08, 703.08, 704.08, 705.05 and Article 10, Section 1103, of the Blair City Zoning Regulations.

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA,**

Section 1. That the Blair City Zoning Regulations be amended as outlined in the attached Exhibit "A".

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall be in force and take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

By \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA    )  
  ) :ss:  
WASHINGTON COUNTY )

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing ordinance was passed at a regular meeting of the Mayor and City Council of said City held on the 24th day of June 2025.

BRENDA WHEELER, CITY CLERK

## SECTION 1103 ACCESSORY BUILDINGS AND USES

### 1103.02 SIZE LIMITATIONS

(2) No accessory building shall be located between the front line of the principle building and the front property line, except:

(C) In all residential districts an accessory building may be placed in the second front of the principal building by a Conditional Use Permit.

## SECTION 702 RL RESIDENTIAL LOW DENSITY DISTRICT

### 702.08 MINIMUM YARD REQUIREMENTS:

#### (4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

B) Front Yard – Lots of less than forty-five thousand (45,000) square feet shall have no accessory buildings located between the front building line of the principle building and the front property line. Lots of forty-five thousand (45,000) square feet or greater may have accessory buildings located between the front building line of the principle building and the front property line or the second front only upon the approval of a conditional use permit, provided said accessory buildings meet front yard setback requirements. The conditional use permit may include but not be limited to requirements for additional set back, landscaping, screening, etc. The conditional use shall last through the legal existence of the primary use.

## SECTION 703 RM RESIDENTIAL MEDIUM DENSITY DISTRICT

### 703.08 MINIMUM YARD REQUIREMENTS:

#### (4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(B) Front Yard - No accessory building shall be located between the front building line of the principle building and the front property line. An accessory building may be located in the second front by a Conditional Use Permit (CUP). The CUP may include **additional** requirements of landscaping, screening, etc.

## SECTION 704 RML MULTI -FAMILY RESIDENTIAL LOW DENSITY DISTRICT

### 704.08 MINIMUM YARD REQUIREMENTS:

#### (4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(B) Front Yard - No accessory building shall be located between the front building line of the principle building and the front property line. An accessory building may be located in the

second front by a Conditional Use Permit (CUP). The CUP may include additional requirements of landscaping, screening, etc.

SECTION 705 RMH MULTI -FAMILY RESIDENTIAL HIGH DENSITY DISTRICT

705.08 MINIMUM YARD REQUIREMENTS:

(4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(B) Front Yard - No accessory building shall be located between the front building line of the principle building and the front property line. An accessory building may be located in the second front by a Conditional Use Permit (CUP). The CUP may include additional requirements of landscaping, screening, etc.

**Commented [AB1]:** Corrected a couple typos. Otherwise, looks good to me.

## SECTION 1103 ACCESSORY BUILDINGS AND USES

### 1103.02 SIZE LIMITATIONS

(2) No accessory building shall be located between the front line of the principle building and the front property line, except:

(C) In all residential districts an accessory building may be placed in the second front of the principal building by a Conditional Use Permit.

## SECTION 702 RL RESIDENTIAL LOW DENSITY DISTRICT

### 702.08 MINIMUM YARD REQUIREMENTS:

#### (4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

B) Front Yard – Lots of less than forty-five thousand (45,000) square feet shall have no accessory buildings located between the front building line of the principle building and the front property line. Lots of forty-five thousand (45,000) square feet or greater may have accessory buildings located between the front building line of the principle building and the front property line or the second front only upon the approval of a conditional use permit, provided said accessory buildings meet front yard setback requirements. The conditional use permit may include but not be limited to requirements for additional set back, landscaping, screening, etc. The conditional use shall last through the legal existence of the primary use.

## SECTION 703 RM RESIDENTIAL MEDIUM DENSITY DISTRICT

### 703.08 MINIMUM YARD REQUIREMENTS:

#### (4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(B) Front Yard - No accessory building shall be located between the front building line of the principle building and the front property line. An accessory building may be located in the second front by a Conditional Use Permit (CUP). ~~The CUP may include additional~~ additional requirements of landscaping, screening, etc.

## SECTION 704 RML MULTI -FAMILY RESIDENTIAL LOW DENSITY DISTRICT

### 704.08 MINIMUM YARD REQUIREMENTS:

#### (4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(B) Front Yard - No accessory building shall be located between the front building line of the principle building and the front property line. ~~-. An accessory building may be located in the second front by a Conditional Use Permit (CUP). The CUP may include additional~~ additional requirements of landscaping, screening, etc.

SECTION 705 RMH MULTI -FAMILY RESIDENTIAL HIGH DENSITY DISTRICT  
705.08 MINIMUM YARD REQUIREMENTS:

(4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(B) Front Yard - No accessory building shall be located between the front building line of the principle building and the front property line. ~~-. An accessory building may be located in the second front by a Conditional Use Permit (CUP). The CUP may include additional~~ additional requirements of landscaping, screening, etc.

**Commented [AB1]:** Corrected a couple typos.  
Otherwise, looks good to me.

# Jeanette Hunt Blair Animal Shelter

Annual Update

# Highlights

## Board of Directors

- Consistent Directors.
- Diversified Experiences
- Actively Manage Business Operations, Financials and Expenses
- Amazing Shelter Manager – Rachel Preissler

## Shelter Focus

- Provide safe shelter for animals in need
- Meet the needs of animals in our care
- Socialize and train animals while they stay in our facilities
- Find permanent homes for all animals that come into our care
- Work with local veterinarians to get necessary medical care
- Support local youth groups and organizations with volunteer work
- Provide a place of community for Blair residents
- Work with community members to keep animals in their homes

## Trends

- Increase in animal surrenders
- Denied surrender stray dumps
- Increase in lost/roaming pets
- Increase in abuse/neglect/senior cases
- Complicated breeds to find placement for
- Increase in business/community engagement
- Community events
- Increase in community service needs
- Minimum wage increases
- NHS clinic still shut down



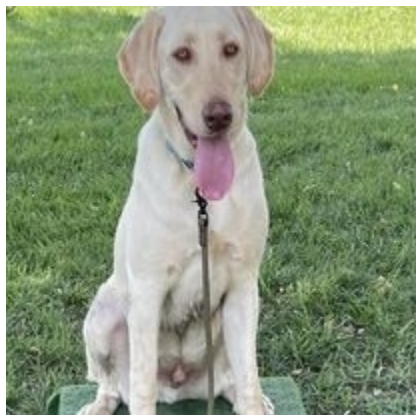
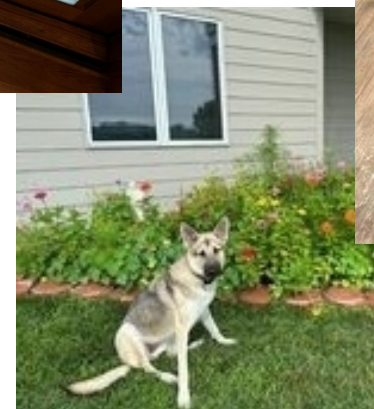
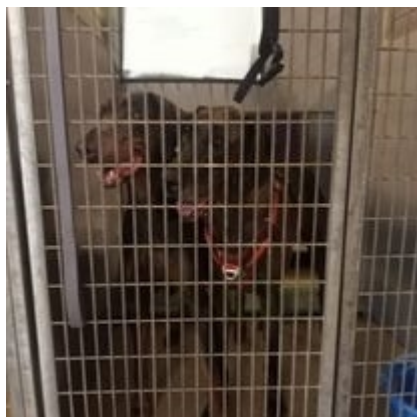
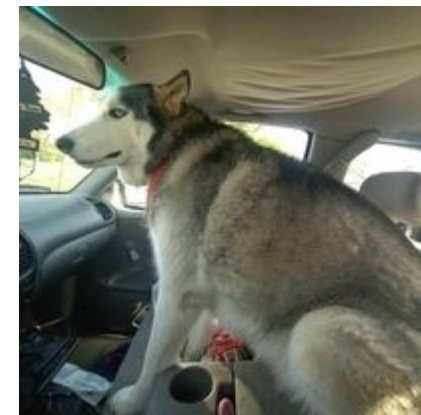
# Animal Intake / Adoptions

	2023		2024	
	<u>Dogs</u>	<u>Cats</u>	<u>Dogs</u>	<u>Cats</u>
<b>INCOMING</b>				
Available from prior year	11	58	25	45
Owner Surrenders	78	120	64	92
Stray Animals Brought In	89	161	105	139
Tornado Displacement	0	0	4	15
Transfer In Court Case	0	0	3	55
Transfer In	26	7	8	17
Born in Shelter	0	11	6	11
Boarding	6	7	17	7
Other (Quarantine, TNR)	2	8	2	3
	<hr/>	<hr/>	<hr/>	<hr/>
	212	372	234	384
<b>OUTGOING</b>				
Adoption	114	286	107	243
Strays Reunited with Owners	62	7	85	18
Decease/Euthanize	3	10	6	31
Transfer Out	0	9	3	33
Boarding	6	7	16	7
Other (Quarantine, TNR)	2	8	1	3
In foster, still available on 12/31	10	1	7	2
In shelter, still available on 12/31	15	44	9	47
	<hr/>	<hr/>	<hr/>	<hr/>
	212	372	234	384

# 2024 Animal Locations

	Dogs				Cats			
	In City	Outside City	Totals	% Total	In City	Outside City	Totals	% Total
Blair Stray	65	9	74		70	12	82	
Blair Owner Surrender	29	8	37		44	4	48	
Blair Born in Shelter	6	0	6		11	0	11	
Blair Tornado Displaced	4	0	4		0	15	15	
<b>Blair Totals</b>	<b>104</b>	<b>17</b>	<b>121</b>	<b>63.7%</b>	<b>125</b>	<b>31</b>	<b>156</b>	<b>47.4%</b>
Ft. Calhoun Owner Surrender	2	0	2		3	5	8	
Ft. Calhoun Stray	4	3	7		4	12	16	
Ft. Calhoun Court Case	0	3	3		0	55	55	
<b>Ft. Calhoun Totals</b>	<b>6</b>	<b>6</b>	<b>12</b>	<b>6.3%</b>	<b>7</b>	<b>72</b>	<b>79</b>	<b>24.0%</b>
Herman Owner Surrender	2	0	2		0	1	1	
Herman Stray	3	3	6		2	0	2	
<b>Herman Totals</b>	<b>5</b>	<b>3</b>	<b>8</b>	<b>4.2%</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>0.9%</b>
Kennard Owner Surrender	1	0	1		0	1	1	
Kennard Stray	3	3	6		1	8	9	
<b>Kennard Totals</b>	<b>4</b>	<b>3</b>	<b>7</b>	<b>3.7%</b>	<b>1</b>	<b>9</b>	<b>10</b>	<b>3.0%</b>
Arlington Owner Surrender	1	5	6		1	6	7	
Arlington Stray	0	2	2		1	9	10	
<b>Arlington Totals</b>	<b>1</b>	<b>7</b>	<b>8</b>	<b>4.2%</b>	<b>2</b>	<b>15</b>	<b>17</b>	<b>5.2%</b>
Outside WC Stray			7				23	
Outside WC Owner Surrender			19				24	
Outside WC Transfer			8				17	
<b>Outside WC Totals</b>			<b>34</b>	<b>17.9%</b>			<b>64</b>	<b>19.5%</b>
<b>Totals</b>	<b>120</b>	<b>36</b>	<b>190</b>	<b>100.0%</b>	<b>137</b>	<b>128</b>	<b>329</b>	<b>100.0%</b>

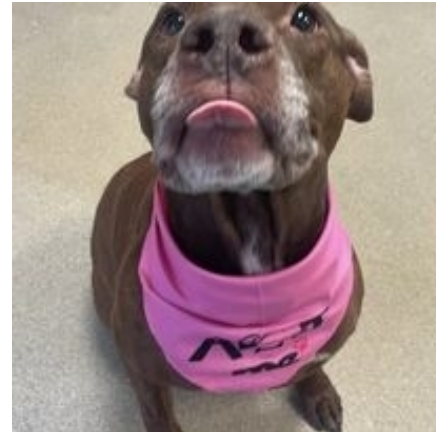
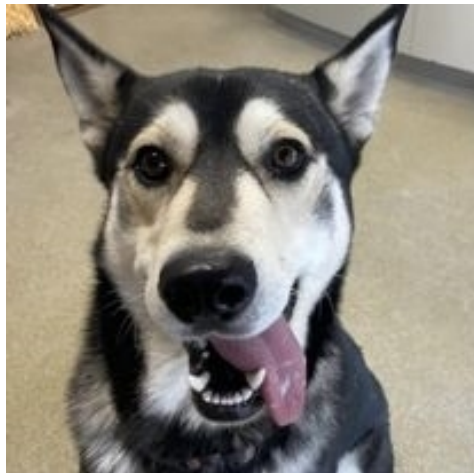
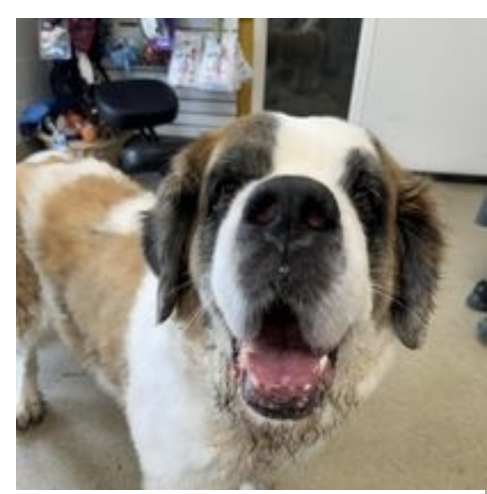
TRENDS:  
SOOO MANY LOST PETS



TRENDS:  
INJURED / ABANDONED / SENIOR ANIMALS



# TRENDS CHALLENGING BREEDS

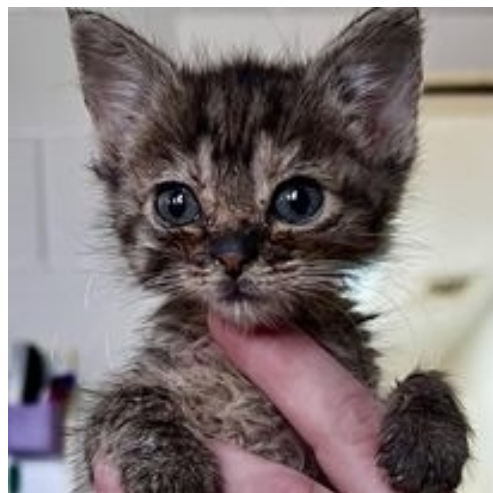




SO MANY CATS !!!!!!!!!



# KITTENS!!!!!!!!!!!!!!



# Critters



Share with everyone....WE DO NOT WANT INJURED BIRDS!!!!!!!!!! 😊

# COMMUNITY ENGAGEMENT KIDS



# COMMUNITY ENGAGEMENT BUSINESSES



HGI GROUP  
SEPTEMBER 2024



# COMMUNITY ENGAGEMENT



**Thone Animal Hospital**  
EXCEPTIONAL CARE IN CAPABLE HANDS



TRENDS:  
COMMUNITY SERVICE NEEDS

girl scouts 



# COMMUNITY ENGAGEMENT EVENTS



COMMUNITY ENGAGEMENT  
EVENTS



**JEANETTE HUNT**

**BLAIR ANIMAL SHELTER**

 *Hours*

**MONDAY: CLOSED**

**TUESDAY – SUNDAY:**

**12PM – 6PM**



# Financials

	2023		2024	
<b>INCOME</b>				
City Contract:	71,760	26.4%	84,260	25.2%
Shelter Income:	50,404	18.6%	37,452	11.2%
Other Income:	3,055	1.1%	3,772	1.1%
Donations:		0.0%		0.0%
Monetary	116,902	43.1%	114,389	34.2%
Monetary Tornado related			42,000	12.6%
In Kind Goods/Services (dog food/meds, cat food/litter/meds, clean/office supplies)	24,485	9.0%	32,166	9.6%
In Kind Goods Tornado related	0	0.0%	11,050	3.3%
In Kind Dollar General	7,216		17,500	0.0%
Less Charitable Contributions Dollar General (dog & cat food to other rescues and community)	(2,420)		(8,550)	0.0%
Net In Kind Dollar General	4,796	1.8%	8,950	2.7%
<b>Total Income:</b>	<b>271,402</b>	<b>100.0%</b>	<b>334,039</b>	<b>100.0%</b>
<b>EXPENSES</b>				
Wages:	126,913	48.8%	131,211	44.7%
Animal Care:	81,933	31.5%	115,144	39.2%
Includes In Kind (dog food/meds, cat food/litter/meds) 2023-\$28,251 2024-\$38,846 (\$11,050 tornado relief)				
Operating Expenses:	26,036	10.0%	30,302	10.3%
Includes In Kind (clean/office supplies) 2023-\$1,030 2024-\$2,370				
Insurance:	6,289	2.4%	5,361	1.8%
Maintenance:	6,190	2.4%	1,815	0.6%
Professional fees:	4,425	1.7%	3,741	1.3%
Utilities:	8,110	3.1%	6,079	2.1%
<b>Total Expenses:</b>	<b>259,896</b>	<b>100.0%</b>	<b>293,653</b>	<b>100.0%</b>
<b>NET INCOME (LOSS)</b>	<b>11,506</b>		<b>40,386</b>	



# Additional Funds Requested

Shelter is currently operating in the red for year-to-date numbers.  
Focusing heavily on fundraising 3Q and 4Q

Last increase: \$18,240 was requested. \$10,000 was given.

Animal Shelter is asking for \$20,000 increase in funding for 2026 to increase City donation to: \$101,760.

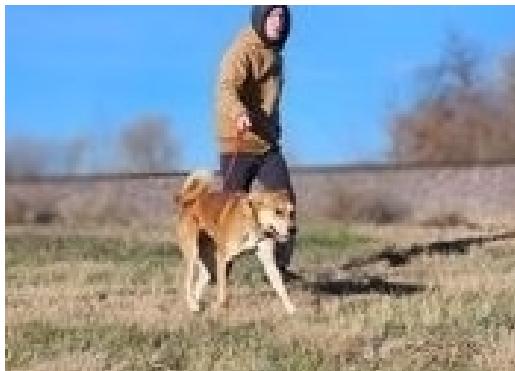
Operating expenses in 2024 were \$293,653  
Anticipated operating expenses in 2025 are \$310,000  
Anticipated operating expenses in 2026 are \$325,000

\$101,760 would cover 35% of shelter operating costs

## Previous Year City Contributions

2015 – 62,328	2019 – 62,328	2023 – 71,760
2016 – 62,328	2020 – 62,328	2024 – 81,760
2017 – 62,328	2021 – 62,328	2025 –
2018 – 62,328	2022 – 62,328	2026 –

# VOLUNTEERS



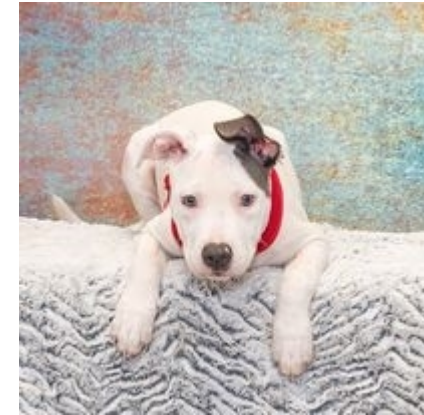
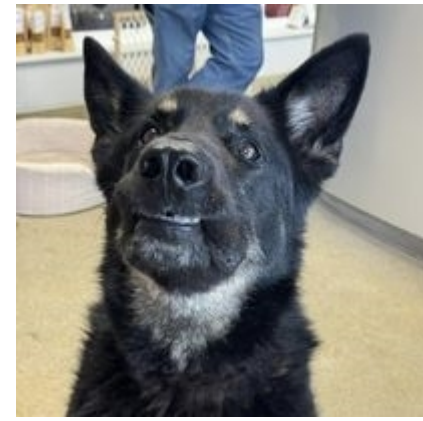
# Beautiful Adoptions



# Looking Ahead/Needs...

- Secure grants to build out storage shed into cat housing. Get cats proper ventilation/air conditioning and out of garage.
- Secure staff and funding to meet demands and future minimum wage increases
- Work with City on Maintenance Items. Determine best communication methods
- Update on walking trail....
- Finalize funding from Washington County and Ft. Calhoun
- Build relationship with Washington County Sherriff department
- Grow Board of Directors . . Additional member for grant writing
- Secure partnership for animal training/behavioral modification plans

Thank You to the City of Blair for supporting our local animal shelter and allowing us to help all of these animals in need!!





# PAINTING BENCHES

ON MAIN STREET



# ACE



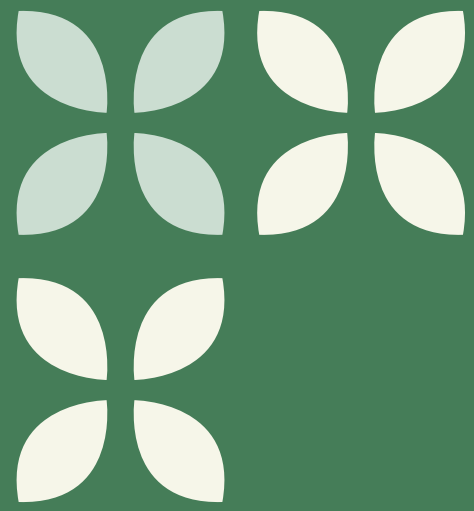
GALLON ROYAL: \$44.99

QUART ROYAL: \$21.99

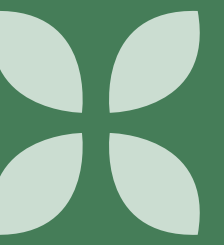


GALLON  
CLARK+KENSINGTON:  
\$54.99

QUART  
CLARK+KENSINGTON:  
\$25.99



# HOME DEPOT



GALLON BEHR  
MARQUEE: \$69.98

QUART BEHR  
MARQUEE: \$34.98



GALLON BEHR ULTRA:  
\$59.98

QUART BEHR ULTRA:  
\$26.98

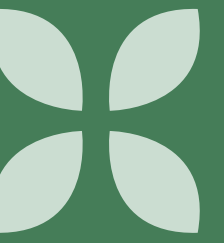
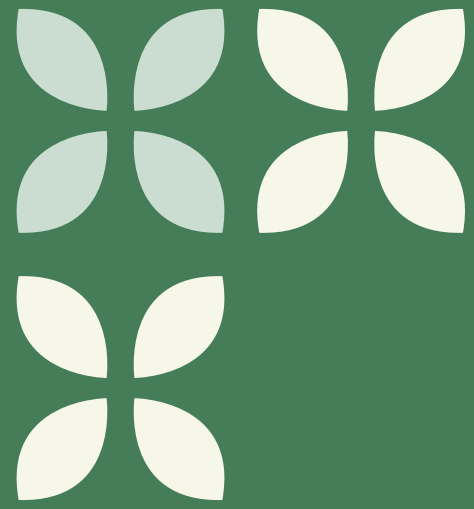


GALLON BEHR  
PREMIUM PLUS:  
\$49.98

QUART BEHR PREMIUM  
PLUS: \$23.98

02





# PRICES

Ranges across different brands

## Ace Hardware

Gallon:

\$45.99-\$80.99

Quart:

\$25.99-\$36.99

Total:

\$287.92-\$471.92

## Home Depot

Gallon:

\$49.98-\$69.98

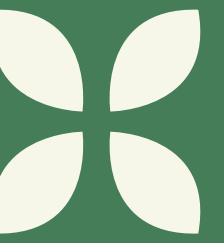
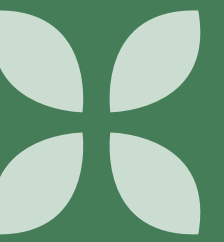
Quart:

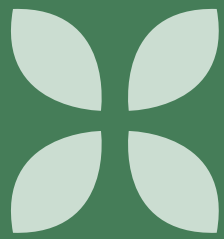
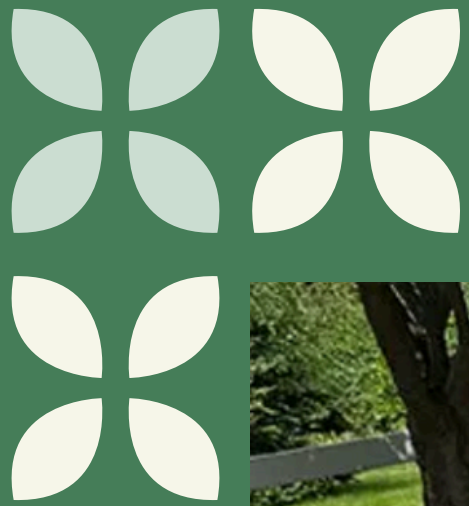
\$23.98-\$34.98

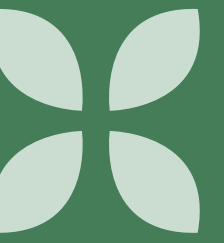
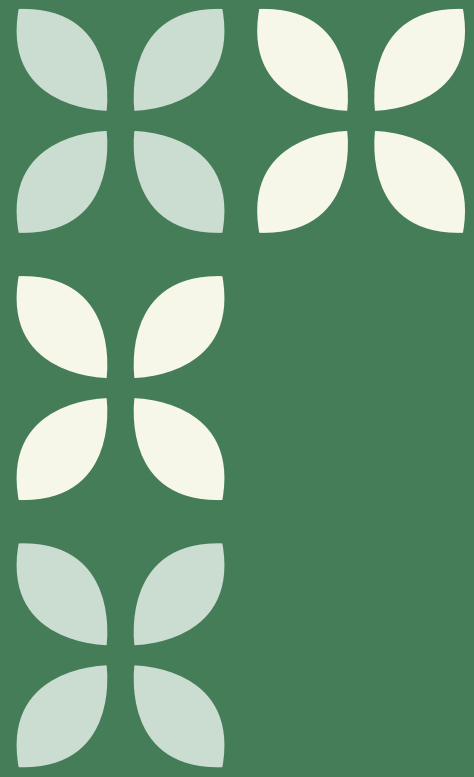
Total:

\$295.84-\$419.84

03







THANK YOU



RESOLUTION NO. 2025-61

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council were presented with the City of Blair Code of Conduct for the Municipal Swimming Pool—Exhibit “A”; and

WHEREAS, the Mayor and City Council recognize that this code of conduct establishes a baseline for the Municipal Swimming Pool to promote safety and wellness for all patrons; and

WHEREAS, the City of Blair wishes to establish this code of conduct; and

WHEREAS, said policy is on file with the City Clerk and are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the City of Blair Code of Conduct for the Municipal Swimming Pool is hereby adopted and approved by the municipality and the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute the same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER \_\_\_\_\_. UPON ROLL CALL, COUNCIL MEMBERS \_\_\_\_\_ VOTING “AYE” AND COUNCIL MEMBERS \_\_\_\_\_ VOTING “NAY,” THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24<sup>th</sup> DAY OF JUNE 2025.

CITY OF BLAIR, NEBRASKA

BY: \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK  
(SEAL)

STATE OF NEBRASKA    )  
  ) ss:  
WASHINGTON COUNTY    )

BRENDA WHEELER, hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24th day of June 2025.

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

Blair City Pool  
Code of Conduct

To ensure a **safe, enjoyable, and respectful environment** for all patrons, the following rules and standards of behavior are expected at all times within the swimming pool and surrounding facilities:

**1. Respectful Behavior.** Profanity, abusive language, or offensive gestures will not be tolerated. Harassment, intimidation, or discrimination of any kind is strictly prohibited. Any of these prohibited behaviors shall result in an **immediate one-day suspension**.

**2. No Horseplay or Roughhousing.** Running, pushing, dunking, wrestling, or any form of dangerous or disruptive behavior is strictly prohibited. Throwing objects that are not pool toys, diving in non-designated areas, or using pool toys irresponsibly is not allowed.

**3. Supervision of Children.** Children under the age of 10 must be supervised by a caregiver that is 13+ years of age at all times. Parents/guardians are responsible for the behavior and safety of their children.

**4. Swim Attire and Hygiene.** Proper swimwear that adheres to the dress code is required. All patrons must shower before entering the pool. Persons with open wounds or infectious diseases should not enter the pool.

**5. Alcohol, Drugs, and Smoking.** The use or possession of alcohol, illegal drugs, or tobacco (including vaping) is strictly prohibited within 100 feet of the facility. Violations shall result in an immediate one-day suspension.

**6. Flotation Devices.** Any child using a flotation device must remain within arm's reach of a parent or guardian who is in the water at all times—no exceptions. Flotation devices or any form of external assistance are not permitted when using the diving board or slides.

**7. Obey Lifeguards and Staff.** Lifeguards and staff are here for your safety. Their instructions must be followed at all times. Violation shall result in an immediate one-day suspension.

#### **Violations of this Code**

- Patrons who violate pool rules for all non-immediate suspension violations ~~will~~ receive a verbal warning for a first offense.
- A three-strike policy is in effect: after three warnings in a single day, the individual will be asked to leave the facility for the remainder of the day.
- Serious or repeated offenses may result in **longer suspensions, parental supervision required** for all future visits, or **permanent revocation of pool privileges**.
- Law enforcement may be contacted for any conduct that endangers others or violates local laws.

# MEMORANDUM

TO: Blair Parks, Recreation, and Cemetery Advisory Board  
From: CJ Heaton, Director of Public Works  
Date: 6/17/25  
Re: Swimming Pool Code of Conduct

Ashley Clary, the pool manager for the city pool, has requested to impose a few rules and regulations to help manage the swimming pool for the summer. Attached is her proposal, city staff has reviewed and agrees with these guidelines.

**Staff Recommendation:** Recommendation of the resolution for approval at the next City Council meeting.

**Financial Impact:** \$ N/A

RESOLUTION NO. 2025-62

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair recognizes a need to develop a Stormwater Management Design for the Industrial Drive and Grant Street area;

WHEREAS, JEO Consulting Group, Inc. has provided the City of Blair with an Agreement to provide Professional Services to perform the design work, as outlined in **Exhibit "A"**;

WHEREAS, the City of Blair Administration and Public Works have reviewed the Agreement;

WHEREAS, the total cost to the City of Blair is a fixed fee not to exceed a maximum of Twenty Thousand One Hundred and Thirty-Five Dollars (\$20,135);

WHEREAS, the City of Blair desires to move forward with the Professional Services Agreement with JEO Consulting, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Agreement for Professional Services by JEO Consulting Group, Inc., is hereby adopted and the Resolution is approved by the municipality and the Director of Public works is hereby authorized and directed to execute the same on behalf of the municipality.

COUNCIL MEMBER \_\_\_\_\_ MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER \_\_\_\_\_. UPON ROLL CALL, COUNCIL MEMBERS \_\_\_\_\_ VOTING "AYE" AND COUNCIL MEMBERS \_\_\_\_\_ VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24TH DAY OF JUNE, 2025.

CITY OF BLAIR, NEBRASKA

BY: \_\_\_\_\_  
MELINDA RUMP, MAYOR





**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between the City of Blair, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Blair Grant Street Drainage Evaluation ("Project").

JEO Project Number: 242044.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Project is to be billed at a fixed fee not to exceed a maximum of \$20,135:
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.1 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.2 Total Agreement**

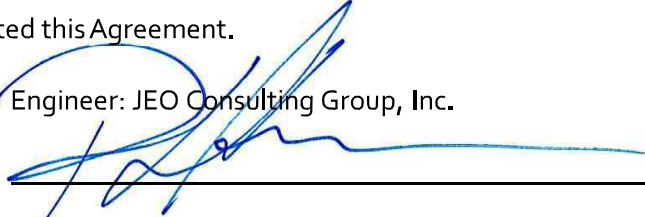
A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Blair

Engineer: JEO Consulting Group, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Senior Engineer

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

Date Signed: 6.16.2025

Address for giving notices:

Address for giving notices:

City of Blair

JEO Consulting Group, Inc.

218 S. 16<sup>th</sup> Street

2000 Q Street, Suite 500

Blair, Nebraska 68008

Lincoln, Nebraska 68503



**Exhibit A  
SCOPE OF SERVICES**

**Blair Grant Street Drainage Evaluation  
City of Blair, NE  
JEO Project No. 242044.00**

**September 2024**

**PROJECT DESCRIPTION:**

The City of Blair experiences frequent flooding along Grant Street, west of Industrial Park Drive. Flooding inundates the streets and several industrial lots along the corridor. The purpose of this project is to identify drainage patterns along the corridor and evaluate potential alternatives to provide positive drainage away from the street and nearby lots for frequent storm events.

**PROJECT TASKS:**

**I. Task 100 - Project Management and Administration**

- A. Provide project management oversight over all facets and phases of the project.
  - a. Provide oversight to ensure scope of services and schedule are met.
  - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - c. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence to ensure a timely project completion.
  - d. Review billed hours by design team and prepare invoice statements for Owner.
- B. Meet with the Owner for one (1) Virtual Project Kickoff Meeting to review project requirements, collect existing information, and review any other available data. Existing data may include maps, GIS data, project histories, prior reports, prior field investigation data, existing as built or previous design information, and other pertinent records. It is also anticipated that a discussion of known issues with the storm sewer infrastructure (structural condition etc.) will take place at this time.

**II. Task 200 - Data Collection and Review**

- A. A survey will be conducted to determine pipe flowlines and roadway cross sections/profile. JEO survey will submit on-call tickets to determine utility locations to supplement Task 400. All other elevations will be determined using the best available LiDAR information, with potential field verification by City staff.
- B. If during the evaluation, missing or unreliable data is identified, JEO will review this with the Owner and determine a practical course of action.
- C. Any additional topographic survey necessary for future design phases may still be required. Those services will be included in future authorizations.

**III. Task 300 - Hydrology and Hydraulics Analysis**

- A. Identify design storm precipitation events from the National Oceanic and Atmospheric Administration (NOAA) Rainfall Frequency Atlas Volume 14 for Blair, Nebraska
- B. Hydrology & Hydraulics Modeling
  - a. JEO will delineate the major flow paths and stormwater outlet locations near and/or contributing to the project.
  - b. Peak flow rates for the 2-year, 5-year, 10-year rainfall events will be determined.
  - c. It is understood that the existing area is generally large industrial lots, and any open areas will soon be developed consistent with the rest of the watershed.
  - d. No detailed hydraulic model is anticipated for this project, general flow paths and rates will be determined using the Hydrology Model and engineering judgement.
  - e. JEO will evaluate up to three (3) alternatives to capture and/or re-route these flow rates away from Grant Street.
  - f. JEO will give special attention to a potential development at the intersection of Grant Street and Industrial Avenue, to address specific drainage concerns.
- C. Conduct and attend one (1) review meeting with Owner's Staff to discuss hydrology & hydraulic model results. It is anticipated that potential improvement recommendations will be reviewed at this time as well. It is anticipated that this meeting will be held virtually.

**IV. Task 400 – Improvement Recommendations and Prioritization**

- A. Based on feedback from the city, JEO will identify alternatives being carried forward for recommendations.
- B. JEO will consider existing City records will be referenced for the locations of City-owned utilities in development of alignments and conceptual alternatives.
- C. JEO will clearly develop conceptual alternative maps using ArcGIS to illustrate the intent and extents of any proposed project very clearly.
- D. JEO will develop an engineer's opinion of probable cost for each alternative developed.

**V. Task 500 – Project Technical Memorandum**

- A. Summarize findings and recommendations into a brief Technical Memorandum
- B. Detail the findings regarding the location and extent of known issues in the existing storm sewer system, such as surface and street flooding.
- C. The report shall contain the following general sections:
  - a. Hydrologic and Hydraulic Modeling Analysis
    - i. Procedures
    - ii. Existing Conditions Hydrology
  - b. Improvement Recommendations
    - i. Improvement alternatives
    - ii. Opinion of probable cost
- D. Submit digital copies of the drafted report to the Owner at 90% completion for review and comment. Paper copies can be made available upon request.
- E. Revise report based on comments from internal QA/QC and Owner review.
- F. Provide up to three (3) paper copies of the final report to Owner for Owner's use and records, along with an electronic PDF copy to Owner.
- G. Attend up to one (1) review meeting with the Owner's staff to review the results of the report at approximately 90% completion. It is anticipated that this meeting will be held virtually.

**VI. Meetings Included with This Scope**

- A. Conduct and attend one (1) Project Kick-Off Meeting to review project requirements and expectations.
- B. Conduct and attend up to one (1) review meeting with Owner’s Staff to discuss hydrology & hydraulic model results, identify deficiencies in the existing storm sewer system and draft recommended modifications.
- C. Conduct and attend up to one (1) review meetings with Owner’s Staff to review City’s comments at the 90% level of completion.
- D. It is anticipated that all meetings will be held virtually.

**VII. Fee Schedule (Lump Sum)**

A. Project Management and Administration	\$2,470.00
B. Data Collection and Review	\$2,500.00
C. Hydrology and Hydraulic Analysis	\$6,420.00
D. Improvement Recommendations and Prioritization	\$6,465.00
E. <u>Project Technical Memorandum</u>	<u>\$2,280.00</u>
<b>Total</b>	<b>\$20,135.00</b>

**VIII. Timeline**

- A. The following is the estimated time frame for this project. All calendar day estimates are respective to the date of the notice to proceed. It is anticipated that his project would be complete in approximately one hundred and twenty days (120 days) following notice to proceed.
- B. A more complete schedule will be presented during the Project Kick-Off Meeting
- C. Project schedule is dependent upon timely reviews from all reviewing agencies and the owner.

**IX. Additional Services Not Included in the Proposal**

- A. Final Design of improvements.
- B. Geotechnical investigation, report, and testing services.
- C. CCTV or inspection of existing storm sewer pipes.
- D. Environmental assessment services.
- E. Land acquisition services or easement negotiations.
- F. Payment of regulatory review and permitting fees.
- G. Obtaining any regulatory permits.
- H. Meetings with local business/property owners to discuss the projects.
- I. Attendance at any meetings not identified above.
- J. Any other item not outlined in the scope of services.

**X. Owner’s Responsibilities**

- A. Provide timely reviews and the Engineer with all criteria and full information as to requirements for the project.
- B. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
- C. Provide distribution of survey notification letters to residents/property owners.
- D. Provide a designated authorized project representative.

## JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

## JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors,

executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

# MEMORANDUM

TO: Blair Mayor and City Council  
From: CJ Heaton, Director of Public Works  
Date: 6/25/25  
Re: Industrial Drive and Grant Streets Drainage

Attached is an agreement with JEO to study the stormwater drainage issues we are having along Grant Street, where it meets Industrial Drive. This is a very low area and historically has always been a wet area. Recent developments in the area have happened independently of each other and did not consider the overall stormwater drainage, but rather on a lot-by-lot basis. We are in a situation now where nearly a foot of water can pool on Grant Street. This work by JEO will help us identify possible areas of improvement and where potential infrastructure improvements could be made.

**Staff Recommendation:** Approval of the agreement with JEO in the amount of \$20,135.00

**Financial Impact:** \$20,135.00

RESOLUTION NO. 2025-63

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council have been presented with the Blair Volunteer Fire Department Constitution and Bylaws that were presented and approved by the Blair Volunteer Fire Department at the Fire Department's regular meeting held on Thursday, June 9, 2025 and attached as Exhibit "A".

WHEREAS the said Constitution and Bylaws are on file with the City Clerk and are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the Blair Volunteer Fire Department Constitution and Bylaws, are hereby adopted and approved by the municipality and the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute the same on behalf of the municipality.

COUNCILMEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCILMEMBER \_\_\_\_\_. UPON ROLL CALL, \_\_\_\_\_ VOTING "AYE", AND COUNCILMEMBERS \_\_\_\_\_ VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF JUNE, 2025.

CITY OF BLAIR, NEBRASKA

BY: \_\_\_\_\_  
MELINDA RUMP, MAYOR

ATTEST:

\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

(SEAL)



# **CONSTITUTION AND BYLAWS OF BLAIR VOLUNTEER FIRE AND RESCUE DEPARTMENT**

## **CONSTITUTION**

**PREAMBLE:** To minimize the loss of life and property, pain and suffering experienced by residents of the City of Blair and the Blair Rural Fire District and surrounding area due to manmade or natural cause of disaster. We will achieve this goal by providing the highest quality Fire, Rescue, and Emergency Medical Services (EMS).

### **Article I: NAME**

The name of the association shall be Blair Volunteer Fire Department and Rescue Squad, hereinafter referred to as “BVFD”.

### **Article II: PURPOSE**

- Prevent, where possible, foreseeable fire, accident, medical emergency, and natural or manmade disaster incidents to carry out the mission of BVFD.
- Provide fire, accident, medical emergency, natural or manmade disaster assistance to the City of Blair.
- Advise the City of Blair City Council and Blair Rural Fire District Board to identify resources needed to maintain effective operations.
- Plan for the control and mitigation of these incidents when all efforts to prevent them fail.
- Utilize available resources in the most effective manner.
- Obtain Mutual Assistance Agreements with other jurisdictions.
- Provide training for all personnel to ensure safe and effective operations.
- Provide expertise to the City of Blair, Blair Rural Fire District, and the citizens of the community in matters of fire, rescue, natural or man-made disaster and medical emergency.

### **Article III: MEMBERSHIP**

Membership of the Blair Volunteer Fire & Rescue Department shall consist of not more than eighty (80) volunteers. New volunteers, transfers from other departments and ex-volunteers seeking reinstatement must be nineteen (19) years of age or older, reside within the two-mile jurisdiction of the City of Blair, Nebraska, and reside within the Blair Rural Fire District. Furthermore, all new volunteers, transfers from other departments, or ex-volunteers seeking reinstatement must submit an application for admission to the Membership. Upon application, all applicants must complete and pass a background check, drug testing, written examination, physical fitness examination, and interview with the Fire Chief and Fireground Officers. An applicant’s prior work experience, education, fire department experience, or rescue service may be considered by the Fire Chief prior to accepting an application for membership to the BVFD.

The Fire Chief may make recommendation to the City of Blair that an applicant be approved or denied as a member of the BVFD.

- If the Fire Chief approves the applicant, his or her name shall be forwarded to the Mayor of Blair for approval.
- If the Fire Chief denies the applicant membership, the applicant may appeal to the Blair City Council for approval to join the membership of the BVFD. Such appeal must be in writing and must be submitted within fourteen (14) days of receiving notification from the Fire Chief denying his or her application. If the Blair City Council approves the applicant by majority vote, the Mayor shall appoint the person to the Membership of the BVFD.

An applicant with felony convictions, any conviction for a crime of violence, or any conviction for sexual assault, will not be admitted to the BVFD. Any other law violations or law enforcement contact discovered on the applicant’s background check, including protection orders or harassment orders issued against him or her, may result in the applicant’s application for membership to the BVFD being denied.

The Blair City Council and Mayor of Blair reserve the right to accept or deny any application to the BVFD.

## **Article IV: ORGANIZATION**

### **Section 1: Structure**

BVFD will consist of Fireground Officers, Administrative Officers, and General Membership. The BVFD may be referred to as the “Membership”, which includes all current members of the BVFD.

### **Section 2: Officer and Organization Positions**

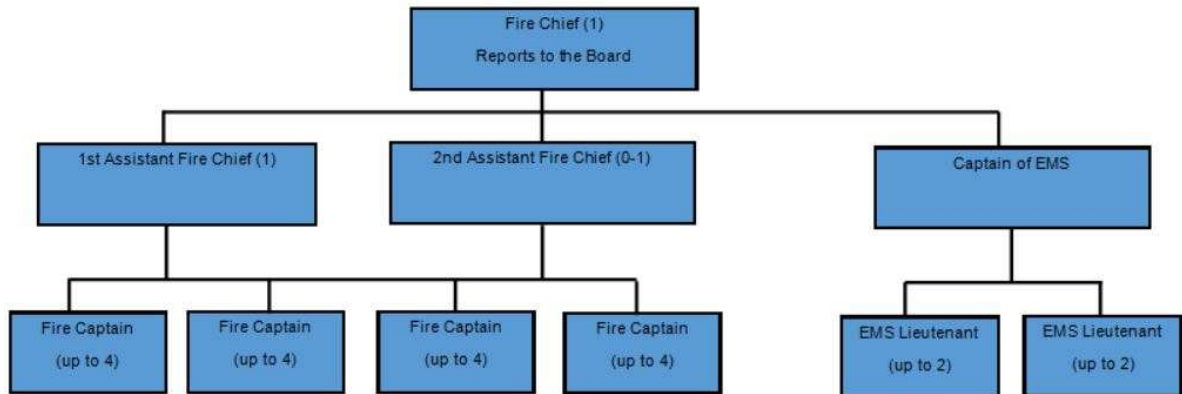
The BVFD shall consist of both Officer Positions and Organization Positions. This Constitution and Bylaws do not include any position or structure of the Blair Fire & Rescue Volunteers, a separate 501(c)(3) organization.

### **Section 3: Fireground Officer Positions and Chain of Command**

#### **Fireground Officer Positions**

- 3.1 Fire Chief
- 3.2 Assistant Fire Chief – up to two (2) members
- 3.3 Fire Captain – up to four (4) members
- 3.4 Captain of Emergency Medical Services (EMS)
- 3.5 EMS Lieutenant – up to two (2) members
- 3.6 All other members

## Chain of Command



### Section 4: Administrative Officers

- 4.1 President
- 4.2 Vice-President
- 4.3 Secretary
- 4.4 Treasurer
- 4.5 Sergeant of Arms

### Article V: ELECTIONS AND APPOINTMENTS

The Election of Fireground Officers and Administrative Officers will be held at the general meeting in December. Members must maintain minimum eligibility requirements for positions they hold. No member may hold more than one (1) Fireground Officer or Administrative Officer position at the same time.

All elections of the Fire Chief, Assistant Fire Chiefs, Fire Captains, Captain of EMS, and EMS Lieutenant must be approved by the Mayor and City Council for appointment. The Mayor and City Council reserve the right to reject the appointment of any “elected” person as a Fireground Officer.

All elections of the President, Vice-President, Secretary, Treasurer, and Sergeant of Arms must be approved by the Mayor and City Council for appointment. The Mayor and City Council reserve the right to reject the appointment of any “elected” person as an Administrative Officer.

Any person elected by the Membership as an Administrative Officer or elected as a Fireground Officer and appointed by the Mayor with City Council approval, shall take said elected office commencing on January 2<sup>nd</sup>.

### Article VI: GOVERNING RULES

All meetings of the BVFD will be conducted according to the most current edition of the Robert’s Rules of Order.

## **Article VII: MEETINGS**

Meetings held by the BVFD include an annual meeting, regular meeting, special meetings, fire and rescue drills. All Meetings shall be posted in a manner to notify all members of the meeting date, location, and time. Annual Meetings shall be posted no less than thirty (30) days prior to the Annual Meeting. All Regular Meetings shall be held on the first Thursday of each month. Regular Meetings shall be posted no less than seven (7) calendar days before said meeting. All Special Meetings require the entire membership be notified of said hearing by posting at all fire stations and email notification. Special Meetings shall require at least seventy-two (72) hour notice to the membership before the Special Meeting.

## **Article VIII: QUORUM**

A quorum shall be a simple majority of all members. There must be a quorum present to hold a meeting and vote on matters presented to the membership.

## **Article IX: ADOPTION AND RATIFICATION OF CONSTITUTION**

### **Section 1: Quorum; Must be present to vote**

A quorum of the Membership must be present in order to adopt or ratify a Constitution of the BVFD. A member must be present to vote.

### **Section 2: Voting Eligibility**

Current and new members off probation are eligible to vote on the adoption or ratification of the Constitution of the BVFD.

### **Section 3: Vote to Adopt or Ratify; Approval by Blair City Council**

A vote to adopt or ratify the BVFD Constitution can be held at an annual, regular, or special meeting of the Membership. A two-thirds approval vote of eligible members present is required before the Constitution may be adopted or ratified by the Membership. If the Membership adopts or ratifies the Constitution, then the entire Constitution (as adopted and/or ratified) must be forwarded to the City Council for its approval. No Constitution or Constitutional amendment will be effective until after the City Council approves said Constitution.

## **Article X: MEDICAL DIRECTOR**

BVFD will maintain a Medical Director as required by Nebraska State EMS regulations.

## **Article XI: OTHER POSITIONS WITHIN THE BVFD**

Other positions may include Department Photographer, Department Chaplain, and/or other positions as defined in the Bylaws.

## **Article XII: BVFD SERVICE AWARD PROGRAM**

The Blair Volunteer Fire and Rescue Volunteer Service Award Program will be maintained according to the applicable Nebraska Statutes and Federal law. The Service Program Committee will consist of Vice President, Fire Chief, Captain of Emergency Medical Services, City Administrator, and City Treasurer.

The Service Program Committee will meet a minimum of twice annually to review the program investments, make changes to investment strategy, approve annual eligibility list and allocation of new funds to eligible participants, and approve request of retiring participating members for distribution of vested funds.

# BYLAWS

## Chapter 1: STRUCTURE OF THE ORGANIZATION (ADMINISTRATION)

### 1.0 Executive (Administrative) Officers

The Executive Officers shall consist of the President, Vice-president, Secretary, Treasurer, and Sergeant of Arms. Executive Officers are responsible for the administrative functions of the BVFD.

#### 1.1 President

There shall be one (1) member elected President of the BVFD. To be eligible for such office a member shall have five (5) years of service on the BVFD. It shall be the duty of the President to:

- Preside at all business meetings of the Department, maintain order therein, and be governed by parliamentary usages.
- The President shall call special meetings when required by the good of the Department.
- The President shall decide all questions and appoint all committees not otherwise provided for in these Bylaws.
- The President may be required to perform other duties from time to time as prescribed by the Fire Chief.
- President position reports to the Fire Chief and serves as a member of the appeals board for disciplinary action.

#### 1.2 Vice-President

There shall be one (1) member elected as Vice-President of the BVFD. To be eligible for such office a member shall have five (5) years of service on the BVFD. The duties of the Vice-President shall be:

- Perform the duties of the President in the absence of the President.
- Serve as a member of the Election Committee.
- Vice-president position reports to the President and serves as a member of the appeals board for disciplinary action.

#### 1.3 Secretary

There shall be one (1) member elected as Secretary of the BVFD. To be eligible for such office a member shall have three (3) years of service on the BVFD. Duties of the Secretary are as follows:

- Keep an accurate account of the proceedings of all meetings of the department and keep them permanently on file. Ensure that copies of the previous month's meeting minutes are distributed at each month's meeting.
- The Secretary of the Department shall, on April 1st and October 1st, each year file a certified copy of the Department Roster, with the Clerk of the District Court of Washington County, Nebraska, the City Clerk of Blair, and Secretary of Blair Rural Fire Board.
- Keep an accurate list of members who have left the Department and are eligible for invitation to the annual Old Timer's meeting. Send invitations out to past members four (4) to six (6) weeks prior to annual Old Timer's meeting.
- Secretary will serve as Department Treasurer in their absence. Secretary position reports to the department President and serves as a member of the appeals board for disciplinary action.

- Serve as a member of the Election Committee.
- Secretary shall be responsible for annually maintaining and certifying eligibility list for the City of Blair Volunteer recruitment and retention program per the program requirement to City Clerk not later than December 1st of each year.
- Secretary shall further be responsible for annually notifying members of their eligibility for State of Nebraska income tax service credit and forwarding eligibility letters for such tax credit to Mayor by January 30 of each year for signature and certification.
- Secretary shall also maintain all training and certification records for all members.
- Secretary shall verify all persons running for election for Fireground Officer positions meet the minimum eligibility and training requirements.

#### **1.4 Treasurer**

There shall be one (1) member elected as Treasurer of the BVFD. To be eligible for such office a member shall have three (3) years of service on the BVFD. Duties of the Treasurer are as follows but not limited to:

- Collect all money due this organization.
- Pay all bills approved by the proper officers and the Department at regular meetings.
- Keep an accurate account of all money received and disbursed by the Department and give an account of the treasury status at each monthly meeting.
- Furnish the County Clerk or the City Clerk any financial information requested, as per State laws.
- Treasurer will act as Department Secretary in their absence and assist the Secretary as requested.
- Treasurer position will report to the President and serves as member of the appeals board for disciplinary action.

#### **1.5 Sergeant of Arms**

There shall be one (1) member elected as Sergeant of Arms of the BVFD. To be eligible for such an office member, member shall have served three (3) years on the BVFD Sergeant of Arms shall be responsible to the Department President and responsible, but not limited to the items listed below:

- Shall be responsible to answer all telephone calls at meeting, keep general order at meetings preventing disruption of meeting operations.
- Remove member(s) from meeting who are disruptive or failing to follow directions from meeting chair.
- Participate in elections as identified in these Bylaws.
- Serve as a member of the Election Committee.
- Managing Class A, B, and C uniforms for all members of BVFD aligning with fire service operations.
- The Sergeant of Arms will report to the President and serves as a member of the appeals board for disciplinary action.

## **Chapter 2: STRUCTURE OF THE ORGANIZATION (FIREGROUND OFFICERS)**

### **2.0 Fireground Officers**

Fireground Officers are responsible for the day-to-day operations and oversight of the Fire Department and EMS. BVFD offices shall be filled in accordance with the number and eligibility requirements listed below.

All elections of the Fire Chief, Assistant Fire Chiefs, Fire Captains, Captain of EMS, and EMS Lieutenants must be approved by the Mayor and City Council for appointment. The Mayor and City Council reserve the right to reject the appointment of any “elected” person as a Fireground Officer.

Any person elected by the Membership as a Fireground Officer and appointed by the Mayor with City Council Approval, shall take said elected office commencing on January 2nd.

Membership may waive the training, years of service and eligibility requirements of Fireground Officers with two-thirds approval of the membership.

### **2.1 Fire Chief**

There shall be one (1) member elected as Fire Chief of the BVFD. To be eligible for such office, a member shall have served ten (10) years on a fire department with two (2) years prior experience as Assistant Fire Chief for BVFD. Prior to the election for Fire Chief, a candidate must complete Firefighter I, Incident Command System Training, and the National Incident Management System Training. Any Fire Chief elected by the Membership and appointed by Mayor shall serve a two (2) year term as Fire Chief.

The Fire Chief shall be responsible for, but not limited to, the responsibilities listed below:

- Responsible for the operation of the Fire and Rescue Squad.
- Supervision and control of department members during the time they are on duty.
- Assume command and maintain control of personnel and equipment at an alarm.
- Maintain control of department equipment and property.
- See that all department property and equipment is properly cared for and kept in proper working order.
- Recommend needed equipment to the Mayor, City Council and Rural Fire Board.
- Develop operational procedures for the Fire Department.
- Attend meetings with the governing Fire Board and City Officials when necessary.
- Assign operational duties to subordinate personnel when necessary.
- The Fire Chief shall report to Mayor, Blair City Council, and the Blair Rural Fire Board.

### **2.2 Assistant Fire Chief**

There shall be up to two (2) members elected as Assistant Chiefs of the BVFD. To be eligible for such office, a member shall have served seven (7) years on a department, with two (2) years prior experience as Fire Captain with the BVFD. Prior to the election for the Assistant Fire Chief, a candidate must complete Firefighter I and National Incident Management System Training. Incident Command System Training must be completed within one (1) year. Any Assistant Fire Chief elected by the Membership and appointed by Mayor shall serve a two (2) year term as Assistant Fire Chief.

One Assistant Fire Chief shall be elected as a First Assistant Fire Chief and a second Assistant Chief shall be elected as the Second Assistant Fire Chief. They shall be responsible for, but not limited to the responsibilities listed below:

- Report to the Fire Chief.
- Attend all meetings with the governing board and any other meetings as required by the Fire Chief.
- Assist the Fire Chief with day to day operations of the BVFD.
- Have a working knowledge of all firefighting procedures and equipment used by BVFD.
- First Assistant Chief shall assume command of all fire personnel and equipment when the Chief is not present.
- Second Assistant Chief shall assume command of all fire personnel and equipment when both the Chief and First Assistant Chief are not present.

### **2.3 Captain of EMS**

There shall be one member elected as Captain of EMS. To be eligible for such office, a member shall have served seven (7) years of service on a rescue squad with two (2) years prior experience as a Rescue Lieutenant with the BVFD. Captain of EMS must complete Incident Command System Training within one (1) year. Any Captain of EMS elected by the Membership and appointed by Mayor shall serve a two (2) year term as Captain of EMS.

The Captain of EMS shall be responsible for, but not limited to the responsibilities listed below:

- Report to the Fire Chief.
- Make recommendations to the Fire Chief of any needed equipment.
- Act as liaison for the Blair Fire Department with hospital directors, boards, and Department Medical Director.
- Assume command of rescue personnel and equipment during rescue alarms.
- Develop and maintain operational procedures for the Rescue Squad.
- Maintain all medical, exposure, and accident records for the BVFD.
- Maintain records of EMS members licensure and certifications.
- Develop and maintain EMS protocols in coordination with Medical Dir. & Fire Chief.
- Develop and assess competency of members to practice at level certification.
- Maintain proficiency tests for EMS operations.
- The Captain of EMS must maintain EMT certification.

### **2.4 Fire Captain:**

There shall be up to four (4) members elected as Fire Captains of the Blair Fire Department. To be eligible for such office, a member shall have served five (5) years of service on the BVFD. Prior to the election for the Fire Captain, a candidate must complete Firefighter I. Any Fire Captain elected by the Membership and appointed by Mayor shall serve a two (2) year term as Fire Captain.

The Fire Captain shall be responsible for, but not limited to, the responsibilities listed below:

- Report to the Fire Chief and Assistant Chief(s).
- Assume command of all fire personnel and equipment in the absence of a superior officer.
- Have a working knowledge of all firefighting procedures and equipment used by the BVFD.
- Attend Incident Command System Training and any other training as required by a superior officer.

## **2.5 EMS Lieutenant:**

There shall be up to two (2) members elected as EMS Lieutenants of the BVFD. To be eligible for such office, a member shall have served four (4) years on the BVFD with two (2) of those years as an EMS provider on the Blair Rescue Squad. The EMS Lieutenant must be EMT certified and maintain the EMT certification in good standing. Any EMS Lieutenant elected by the Membership and appointed by Mayor shall serve a two (2) year term as EMS Lieutenant.

The EMS Lieutenant shall be responsible for, but not limited to, the responsibilities listed below:

- Report to the Fire Chief and Captain of EMS.
- Assume command of rescue personnel and equipment during rescue alarms in the absence of a superior officer.
- Responsible for training on and maintaining all EMS equipment on unit and stock supplies.
- Work with Captain of EMS to order supplies/equipment for Rescue Squads and Rescue Boat.

## **Chapter 3: LIMITATION ON OFFICES AND VACANCIES**

### **3.1 Holding multiple officer positions**

No member may hold more than one (1) Fireground Officer or Administrative Officer position at the same time.

### **3.2 Resignations and Vacancies**

If any officer resigns, dies or is removed from office and a vacancy occurs for any Fireground Officer or Administrative Officer position, then the Membership shall vote on that person's vacancy within sixty (60) days. Any Fireground Officer such elected shall be approved by the Mayor and Blair City Council prior to taking office.

## **Chapter 4: REMOVAL FROM OFFICE**

### **4.1 Fire Chief**

The Fire Chief may be removed from office by the Mayor with City Council approval. All grievances, complaints, or concerns regarding the Fire Chief shall be forwarded to the City of Blair designee for handling human resource matters. The City of Blair designee will investigate grievances, complaints, or concerns regarding the Fire Chief and may make recommendation for suspension or removal of the Fire Chief. However, the Mayor, with City Council approval, shall make the final decision regarding any suspension or removal of the Fire Chief.

## **4.2 All other Executive (Administrative) or Fireground Officers**

Any other Executive or Fireground Officer may be removed from his or her elected position according to the same procedure outlined in “Discipline and Impeachment” contained in these Bylaws.

## **Chapter 5: COMMITTEES**

### **5.1 Standing Committees, Special Committees, and Ad-Hoc Committees**

The BVFD may form Standing Committees, Special Committees, and Ad-Hoc Committees to carry out the functions of the BVFD.

### **5.2 Standing Committees**

The Standing Committees include, but are not limited to: Auxiliary Lunch, Awards Banquet, Election Committee, Employer Appreciation, Family Christmas Party, Fire Prevention, Old Timer’s Luncheon, Pancake Feed, Retention and Recruitment, Technology Committee, Scholarship Committee, Street Dance, Fund Drive.

### **5.3 Service Award Program**

The Service Award Program was established and will be maintained pursuant to Nebraska Statutes, Federal law, and as adopted by the City Ordinance of the Blair City Council. The Service Program Committee will consist of Vice President, Fire Chief, Captain of Emergency Medical Services, City Administrator, and City Treasurer.

The Service Program Committee will meet a minimum of twice annually to review the program investments, make changes to investment strategy, approve annual eligibility list and allocation of new funds to eligible participants, and approve request of retiring participating members for distribution of vested funds.

## **Chapter 6: MEETINGS**

### **6.1 Meeting Postings**

Meetings held by the BVFD include an annual meeting, regular meeting, special meetings, fire and rescue drills. All Meetings shall be posted in a manner to notify all members of the meeting date, location, and time. Annual Meetings shall be posted no less than thirty (30) days prior to the Annual Meeting. Regular Meetings shall be held on the first Thursday of each month. In the event a Regular Meeting cannot occur on the 1<sup>st</sup> Thursday of the month, then the Regular Meeting shall take place on the following Monday. Regular Meetings shall be posted no less than seven (7) calendar days before said meeting.

### **6.2 Special Meetings**

All Special Meetings require the entire membership be notified of said meeting by posting at all fire stations and email notification. Special Meeting shall require at least seventy-two hours’ notice to the membership before the Special Meeting.

### **6.3 Meeting Minutes**

Minutes of all meetings shall be prepared by the Secretary, or the designee if the Secretary is absent. All minutes shall be submitted in draft form to Membership within three (3) weeks of the date the meeting was held. Final drafts of the minutes shall be approved at the next meeting of the BVFD. The approved minutes shall be certified by the Secretary and placed permanently on file in the department records.

### **6.4 Fire and Rescue Drills**

Fire and Rescue Drills will be held on the 2nd, 3rd, 4th, and/or 5th Thursday of the month. Notification of Drills indicating the date, time, and place of the drill shall be posted in a manner to notify all members of the drills. All notification of drills shall be posted no later than seven (7) days before the drill.

## **Chapter 7: QUORUM**

There must be a quorum present to hold a meeting and vote on matters presented to the membership. A quorum shall be a simple majority of all members.

## **Chapter 8: VOTING**

### **8.1 Quorum**

A quorum of the Membership must be present to Adopt or Ratify the Bylaws of the BVFD. A member must be present to vote.

### **8.2 Voting Eligibility**

Current and new members off probation on the active duty roster are eligible to vote on the adoption or ratification of the Constitution of the BVFD or other matters before the department.

### **8.3 Vote to Adopt or Ratify the Bylaws; Approval by Blair City Council**

A vote to adopt or ratify the BVFD Bylaws can be held at an annual, regular, or special meeting of the Membership. A two-thirds approval vote of eligible members present is required before the Bylaws may be adopted or ratified by the Membership. If the Membership adopts or ratifies the Bylaws, then the entire Bylaws (as adopted and/or ratified) must be forwarded to the City Council for its approval. No Bylaws or Bylaws amendment will be effective until after the City Council approves said Bylaws.

### **8.4 Voting on Other Matters**

All other matters (other than matters concerning the Constitution and Bylaws), may be approved by a majority of eligible members present.

### **8.5 Procedure for Voting: Elections, Constitution, or Bylaws (Secret Ballot)**

All elections for Administrative or Fireground Officers, Constitution, or Bylaws, shall be conducted by secret ballot. If a motion to request a secret ballot vote for any other matter is passed and seconded, then the matter shall be voted on as outlined in this paragraph. Secret ballots shall be cast on paper by roll call in a private location and secured by the election committee. Ballots shall be brought in front of the membership and counted verbally and publicly by the President, then tallied by the Secretary. The results, including the count of votes, as to whether the matter passed or failed, or who was elected, shall be disclosed to the Membership. Additional voting procedures are found in the BVFD Elections SOG.

## **8.6 Procedure for Voting: All Other Matters**

Voting on any other matter before the BVFD shall be by VOICE or by SHOW OF HANDS, as the presiding officer may elect, unless a ROLL CALL with SECRET BALLOT is requested by any members or by the presiding officer.

## **Chapter 9: MEMBERSHIP OF BVFD**

### **9.1 Application Requirements**

Applicants must complete the following requirements:

- a. Complete application packet
- b. Medical examination and drug testing by designated agency
- c. Physical fitness and agility test performed
- d. Written examination
- e. Criminal background check as required by the City of Blair
- f. Complete interview with the Fire Chief and Fireground Officers
- g. Be approved by the Fire Chief and/or Mayor with approval of City Council

### **9.2 Application Requirements for EMS Positions Only**

Applicants fully-trained in a medical field; or who are trained as an Emergency Medical Responder, or equivalent level, or above; who wish to join BVFD as EMS personnel only, may apply to join the department. Acceptance to the Membership is subject to the same application requirements as outlined in Section 9.1 above.

### **9.3 When New Applications are Accepted**

Applicants will be accepted on an ongoing basis throughout the year.

### **9.4 Joining the BVFD**

If an applicant is accepted as outlined in 9.1 and 9.2 above, they shall be recognized as a BVFD Candidate for a 3-month period. Candidate requirements include:

- a. Attend business meetings and drills of the BVFD with one excused meeting absence and two excused drill absences.
- b. Respond to calls in a support function only per the candidate response SOG.
- c. Assist in other non-response functions of the department at the request of the Administrative or Fireground Officers.

At the end of that 3-month Candidacy at the next business meeting of the BVFD

membership will vote with a simple majority to accept the Candidate as a probationary member. Should candidate be approved for probationary volunteer they shall:

- d. Respond to calls per the BVFD probationary response SOG.
- e. Comply with all other requirements of membership as set forth in BVFD Standard Operations Guidelines.
- f. Comply with any other rules and regulations governing the BVFD, and compliance with all reasonable orders and requests made by the Fire Chief and Officers of the Department, in performance of their official duties.

## **9.5 Membership Levels**

### **a) Cadet**

- a. BVFD may allow 14–19-year-olds to enroll as Cadets per the Cadet Program and under the review of the Cadet Advisors. When the Cadet Advisors feel appropriate to do so, a Cadet may be promoted to Senior Cadet. Senior Cadets shall have the responsibilities of Candidates per section 9.4 above, with the exception that Senior Cadets are not required to attend any business meetings. Senior Cadets are also exempt from training requirements during the school year.

### **b) Probationary and EMS Licensure**

- a. All new candidates of the BVFD shall be subject to a probationary period for a minimum of six (6) months. The probationary period shall end only upon successful Firefighter 1 certification and/or completion of the BVFD Firefighter JPRs. If, during that probationary period the candidate fails to meet the member requirements of the BVFD, the probationary member may be terminated.
- b. Requirements for probationary candidates are listed in the BVFD Standard Operating Guidelines. If the probationary member completes the new member requirements outlined above and also completes the requirements found in the BVFD Orientation Manual and BVFD Standard Operating Guidelines, the Fire Chief may recommend the candidates name to the Mayor to move from probation to Firefighter member status of the BVFD.
- c. All Firefighter members of BVFD shall attain EMR or EMT state licensure. FF/EMR members will be capped at 25% of membership of the BVFD (1 FF/EMR for every 3 FF/EMTs). EMR licensure must be attained within 3 years of completion of the Probationary period (or adoption of these bylaws). EMT licensure (or above) shall be attained within 5 years of completion of Probationary period (or adoption of these bylaws). It is not necessary to attain EMR licensure prior to EMT licensure.

### **c) Active Duty Roster**

- a. An Active-Duty Roster member would be considered a member that actively responds to training, meetings, and call responses as outlined in Chapter 10.

### **d) Medical Leave**

- a. Members who have recently had surgery, an injury, or diagnosed with a medical condition preventing them from achieving the requirements to be an active-duty member can submit to the President to be placed on Medical leave. Their request must be dated and entered into the member's personnel file.
- b. The members will remain on the roster, retain all department issued equipment and will be marked as on medical leave. The member's status in reference to voting will be based off what the status was prior to going on medical leave. (Example, if members were in good standing they would remain in good standing, if members were delinquent they would remain delinquent)

- c. The member will not be allowed to respond to calls and the calls that come in while he/she is on leave will not count against their percentage for their quarterly percentage and performance.
  - d. The members will be allowed to attend trainings, meetings, and events however not participate in physical activities.
  - e. The member may terminate their medical leave at any time to the President in form of a medical note from a physician stating they are cleared for normal duty in the position they held prior to their leave - Firefighter/EMT, Firefighter, or EMT.
  - f. The request to be placed on medical leave must have a start date and not to exceed 18 months.
  - g. If the member remains on medical leave after 18 months, the member is to discuss future membership status with BVFD fireground and administrative officers.
- e) Lifetime Member
- a. Any member who accumulates twenty-five years of service to the BVFD or reaches the age of 65, shall be allowed to enter into lifetime membership status.
  - b. A lifetime membership has the same privileges as a current member with the exception to the following:
    - i. No requirement to attend any meetings or trainings
    - ii. No call responses required
    - iii. Voting rights remain the same except for when it comes to fireground officers, of which would be voted on by active-duty membership.
  - c. Each lifetime member shall be entitled to receive from this department their years of service award as they continue to serve in this position.
  - d. To enter this status the member will resign from active duty and automatically be placed into this status.
  - e. Lifetime Members are eligible to begin drawing their State Service Award upon reaching the age of 65 and entering into the Lifetime Member status.

## **Chapter 10 MEETING ATTENDANCE, TRAINING, AND CALL RESPONSE**

Meetings, training, and call requirements per years of service are outlined to meet departmental operations. Attendance at all meetings and drills is encouraged to remain well trained as a member of BVFD. Members not attending minimum meeting, training, and response requirements may be disciplined or terminated pursuant to Chapter 14 of these Bylaws – “Discipline and Impeachment”.

### **10.1 Minimum meeting and training requirements are:**

- a. Probationary under one (1) year: attend all meetings and drills for the first year, with eight (8) total excused absences permitted for the year.
- b. One (1) to ten (10) years of service: One (1) business meeting, two (2) rescue drills, and four (4) fire drills per quarter.
- c. Eleven (11) to twenty (20) years of service: One (1) business meeting, two (2) rescue drills, and three (3) fire drills per quarter.
- d. Twenty-one (21) to thirty-five (35) years of service: One (1) business meeting, two (2) rescue drills, and two (2) fire drills per quarter.
- e. Thirty-five (35) plus years of service: Two (2) business meetings, four (4) fire drills per year.

## **10.2 Minimum Call Requirements:**

- a. All members on the active-duty roster respond to a minimum of 5% of calls in the fiscal year

## **10.3 Fireground Officer Call Response Requirements**

Because effective leadership and guidance is needed for all members of the BVFD, an elected Fireground Officer shall be required to attend more than the minimum call responses listed above. In addition to the minimum meeting, training, and call response attendance policies outlined above, any elected Fireground Officer shall attend a minimum of 10% of **all** call responses for the entire BVFD fiscal year.

## **Chapter 11: MEMBERSHIP DUTIES AND RESPONSIBILITIES**

- 11.1** It shall be the duty of active members, on the alarm of fire, to report at once to the fire station and assist in getting the firefighting apparatus to the fire. If the equipment has gone, to go at once to the fire and report to the Fire Chief or Incident Commander and not leave the scene without permission from the same and obey all orders from their superior Officers to the best of their ability.
- 11.2** Members at response scenes shall conduct themselves in an orderly manner, avoiding the useless destruction of property and may be liable to expulsion.
- 11.3** It shall be the duty of all members to attend meetings, training and calls. It shall be the duty of all members to meet at a minimum, the meetings, training, and call responses as outlined in Chapter Ten, above, according to his or her years of service with the BVFD or elected position.
- 11.4** Fire Chief or their designee will verify members are trained on operation of Fire/Rescue apparatus before they can independently operate.
- 11.5** Roll call shall be taken at all drills. All members are expected to participate during department drills. Members are responsible to submit call response forms, sign training rosters, and submit outside education/training certificates as apply.
- 11.6** No member, at any time, shall be directly involved in response to a call while under the influence of alcohol and/or drugs.
- 11.7** Each member accepts full responsibility and the code of ethics inherent to this public service which includes respect of each patient or family's privacy and shall comply with all HIPPA regulations. No member shall disclose any aspect of a call response or patient in question to any other person other than department members.
- 11.8** Courtesy, cooperation, and respect will be displayed to department members, legal personnel, law enforcement officers, nurses, doctors, and the public at all times.
- 11.9** Complaints

1. Complaints against a member of the volunteer fire department must be submitted in writing, dated and signed by the individual making the complaint. This written complaint must be given to the Fire Chief or Fire Ground Officer within 72 hours of the event so that they may initiate an investigation into the matter.
2. The Fire Chief or Fire Ground Officer will conduct a thorough investigation into the allegations brought against the member in question. This investigation may involve speaking to witnesses, reviewing any applicable documentation, and gathering all relevant information to determine the validity of the complaint.
3. If, after completion of the investigation, the allegations against the member are found to be true, appropriate disciplinary actions will be taken. These actions may range from verbal warnings to suspension or expulsion from the volunteer fire department, depending on the severity of the misconduct.

It is important for all members of the fire department to follow this process in the event that a complaint is brought against a fellow member. By upholding these procedures, we can ensure the integrity and professionalism of our department while maintaining a safe and productive working environment for all members.

## **Chapter 12: SPECIAL BVFD APPOINTMENTS**

### **12.1 Medical Director**

There shall be one (1) person appointed as the Medical Director of the BVFD in accordance with the Nebraska State Statutes. This position will be selected by the Captain of EMS and Fire Chief who will then be presented to the BVFD membership for final approval. The Medical Director's name shall be forwarded to the Mayor and Blair City Council.

The duties of this position shall be but not limited to:

- a. Oversee and approve all protocols of the rescue squad.
- b. Be present at four (4) BVFD rescue squad trainings per year.
- c. Acts as liaison between the Captain of EMS and hospital.
- d. Invited to all BVFD awards events.
- e. Work with the Captain of EMS to develop and monitor all call review process.
- f. Coordinate with the Captain of EMS and hospital emergency department staff to develop and monitor a call review system to monitor the treatment given by the BVFD rescued personnel.
- g. Medical Director will not have any voting rights, any open positions on the BVFD, or be eligible for any benefits offered to members through the BVFD.
- h. All services given to the BVFD will be volunteered with no compensation provided.
- i. Medical Director will not be allowed to attend any business meetings.

### **12.2 Photographer**

There shall be one person appointed as the BVFD Photographer. This position will be selected by the Fire Chief who will then bring to the BVFD membership for final approval.

The duties of this position shall be not limited to:

- a. Allowed to be present at any training, department function, or emergency scene for the BVFD with approval of scene Incident Commander for only purpose of taking pictures or video.
- b. All pictures and videos must first be approved by the Fire Chief, or designee, before any publishing, distribution, or any method of processing to view contents.
- c. Photographer is responsible for their own safety at any scene. They will by no means be covered under the BVFD, City of Blair, or Blair Rural Fire District Insurance.
- d. Photographer will not have any voting rights, any open position on the BVFD, or be eligible for any benefits offered to members through the BVFD.
- e. All services given to the BVFD will be volunteered with no compensation provided.
- f. Photographer will not be allowed to attend any business meetings.

### **12.3 Chaplain**

There shall be one person appointed as the BVFD Chaplain. This position will be selected by the Fire Chief or designee who will then be presented to the BVFD membership for final approval.

The duties of this position shall include but not limited to:

- a. Required to make four drills per calendar year.
- b. May be called on to meet with families of victims or crew members at the hospital/station after difficult calls.
- c. Would be available to call upon any member for personal issues that a member may have.
- d. The Chaplain will operate with the understanding that anything revealed during an incident is confidential and may not be discussed outside of the department membership.
- e. Chaplain will not have any voting rights, any open position on the BVFD, or be eligible for any benefits offered to members through the BVFD.
- f. All services given to the BVFD will be volunteered with no compensation provided.
- g. Chaplain will not be allowed to attend any business meetings.

## **Chapter 13: BUSINESS / FINANCIAL OPERATIONS**

Administrative positions will maintain operations at all business meetings and related to general operations of the BVFD. All records will be maintained by appropriate offices in accordance with regulations. Fireground Officers will maintain fire and EMS records as required by State, Federal, and local Regulations.

## **Chapter 14: DISCIPLINE AND APPEAL PROCESS**

- 14.1** No Member shall be removed, suspended, demoted, or discharged, or anyway disciplined, except for good cause.
- 14.2** Disciplinary action may be applied in a progressive manner including the following:
1. Verbal Warnings
  2. Written Reprimands/Warnings
  3. Suspension(s)
  4. Demotion
  5. Removal or Discharge

Verbal Warnings and Written Reprimands/Warnings cannot be appealed. All other actions can be appealed, unless Member is in probationary status. Verbal Warnings and Written Reprimands/Warnings can be issued by any Fire Chief, Fire Ground Officers or the Police and Fire Committee.

- 14.3** Cause for Disciplinary Action. Any non-probationary member may be suspended, demoted, or removed/discharged for any of the following reasons:
1. Incompetence, inefficiency, or inattention to or dereliction of duty;
  2. Failure to adhere to the required calls, meetings or trainings outlined in the Bylaws;
  3. Failure to adhere to the membership duties and responsibilities;
  4. Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow member, any act of omission or commission tending to injure the public service, any willful failure on the part of the member to conduct himself or herself, or any willful violation of the rules and regulations adopted by these bylaws;
  5. Any other act or failure to act which, in the judgment of the Police and Fire Committee is sufficient to show the offender to be unsuitable and unfit person to be a member of the department.
- 14.4** Prior to any suspension, demotion, or removal/discharge being issued, the Police and Fire Committee or their designee must investigate the matter. Before issuing any discipline, the City Administrator and City Attorney must be consulted by the Police and Fire Committee. If the Police and Fire Committee issues discipline that may result in suspension, demotion or removal, the Police and Fire Committee shall issue a written decision to the Member notifying him/her of what discipline, if any, is being given and the reasons for his or her decision.
- 14.5** The member wanting to appeal the decision of the Police and Fire Committee to suspend, demote, remove or discharge shall within ten (10) business days of the notice of action by the Police and Fire Committee file a request to appeal to the Fire Department Appeals Board. The Appeals Board shall within five (5) business days of receiving the notice of appeal schedule a hearing to consider said appeal. Hearing shall not be held later than ten (10) calendar days from date giving notice. Within five (5) calendar days of the hearing the Board shall notify the member of his/her decision.


- 14.6 The member wanting to appeal the decision of the Police and Fire Committee and Board to suspend, demote, remove or discharge shall within ten (10) business days of the notice of action by the Police and Fire Committee file a request to appeal to the Mayor with the City Clerk. The Mayor shall within five (5) business days of receiving the notice of appeal schedule a hearing to consider said appeal. Hearing shall not be held later than ten (10) calendar days from date giving notice. Within five (5) calendar days of the hearing the Mayor shall notify the officer of his/her decision. The Mayor may uphold the decision of the Police and Fire Committee and Board, alter the decision, or vacate said decision of the Police and Fire Committee and Board. If the Mayor vacates the Police and Fire Committee and Board's decision the member shall be reinstated.
- 14.7 If a member of the Blair Volunteer Fire Department is facing a pending criminal court action, the following procedures will be followed:
1. The member must notify the Fire Chief within 24 hours of being charged with a criminal offense. Failure to do so may result in further disciplinary action.
  2. The member may be placed on administrative leave pending the outcome of the court action. During this time, the member will not be allowed to participate in any department activities or respond to calls.
  3. The member will be required to turn in their department key, pager, and will be removed from the "who is responding" app. This is to ensure the safety and confidentiality of department operations.
  4. Depending on the outcome of the court action, the member will either be reinstated as a member of the department or permanently removed. Serious offenses may result in permanent removal, while lesser charges may allow for reinstatement after a period of probation or other disciplinary measures.

It is essential that all members of the volunteer fire department adhere to these bylaws and cooperate fully with any investigations or legal proceedings. Any violations of these procedures may result in disciplinary action, up to and including termination from the department.

## Chapter 15: RESIGNATIONS

Members may resign from the Department at any time. Member will submit a letter of resignation to the Fire Chief and return all department issued uniforms, equipment, and keys.

Date Approved: 10/3/24

Brenda Jenny:   
Chair of By-Law Committee

**Bylaws History and Version Control (sorted newest to oldest)**

<b>Version</b>	<b>Reason for Change (High-Level Summary)</b>	<b>Date Approved by Blair City Council</b>
2024.02	2024 Redraft following meeting with Bylaw and Police/Fire Committees (9.6.24)	10.22.24
2024.01	2024 Redraft following direction/meeting with Bylaw and Police & Fire Committees	9/10/23
2023.02	2023 Redraft following 2.15.23 meeting with Bylaw and Police & Fire Committees	2/28/23
2023.1	2023 Redraft from motions made at 1.5.23 meeting	Not approved
2018.1	2018 Redraft	12/11/2018

**CONSTITUTION AND BYLAWS OF  
BLAIR VOLUNTEER FIRE AND RESCUE DEPARTMENT**

**CONSTITUTION**

**PREAMBLE:** To minimize the loss of life and property, pain and suffering experienced by residents of the City of Blair and the Blair Rural Fire District and surrounding area due to manmade or natural cause of disaster. We will achieve this goal by providing the highest quality Fire, Rescue, and Emergency Medical Services (EMS).

**Article I: NAME**

The name of the association shall be Blair Volunteer Fire Department and Rescue Squad, hereinafter referred to as “BVFD”.

**Article II: PURPOSE**

- Prevent, where possible, foreseeable fire, accident, medical emergency, and natural or manmade disaster incidents to carry out the mission of BVFD.
- Provide fire, accident, medical emergency, natural or manmade disaster assistance to the City of Blair.
- Advise the City of Blair City Council and Blair Rural Fire District Board to identify resources needed to maintain effective operations.
- Plan for the control and mitigation of these incidents when all efforts to prevent them fail.
- Utilize available resources in the most effective manner.
- Obtain Mutual Assistance Agreements with other jurisdictions.
- Provide training for all personnel to ensure safe and effective operations.
- Provide expertise to the City of Blair, Blair Rural Fire District, and the citizens of the community in matters of fire, rescue, natural or man-made disaster and medical emergency.

**Article III: MEMBERSHIP**

Membership of the Blair Volunteer Fire & Rescue Department shall consist of not more than eighty (80) volunteers. New volunteers, transfers from other departments and ex-volunteers seeking reinstatement must be nineteen (19) years of age or older, reside within the two-mile jurisdiction of the City of Blair, Nebraska, and reside within the Blair Rural Fire District. Furthermore, all new volunteers, transfers from other departments, or ex-volunteers seeking reinstatement must submit an application for admission to the Membership. Upon application, all applicants must complete and pass a background check, drug testing, written examination, physical fitness examination, and interview with the Fire Chief and Fireground Officers. An applicant’s prior work experience, education, fire department experience, or rescue service may be considered by the Fire Chief prior to accepting an application for membership to the BVFD.

The Fire Chief may make recommendation to the City of Blair that an applicant be approved or denied as a member of the BVFD.

- If the Fire Chief approves the applicant, his or her name shall be forwarded to the Mayor of Blair for approval.
- If the Fire Chief denies the applicant membership, the applicant may appeal to the Blair City Council for approval to join the membership of the BVFD. Such appeal must be in writing and must be submitted within fourteen (14) days of receiving notification from the Fire Chief denying his or her application. If the Blair City Council approves the applicant by majority vote, the Mayor shall appoint the person to the Membership of the BVFD.

An applicant with felony convictions, any conviction for a crime of violence, or any conviction for sexual assault, will not be admitted to the BVFD. Any other law violations or law enforcement contact discovered on the applicant’s background check, including protection orders or harassment orders issued against him or her, may result in the applicant’s application for membership to the BVFD being denied.

The Blair City Council and Mayor of Blair reserve the right to accept or deny any application to the BVFD.

## **Article IV: ORGANIZATION**

### **Section 1: Structure**

BVFD will consist of Fireground Officers, Administrative Officers, and General Membership. The BVFD may be referred to as the “Membership”, which includes all current members of the BVFD.

### **Section 2: Officer and Organization Positions**

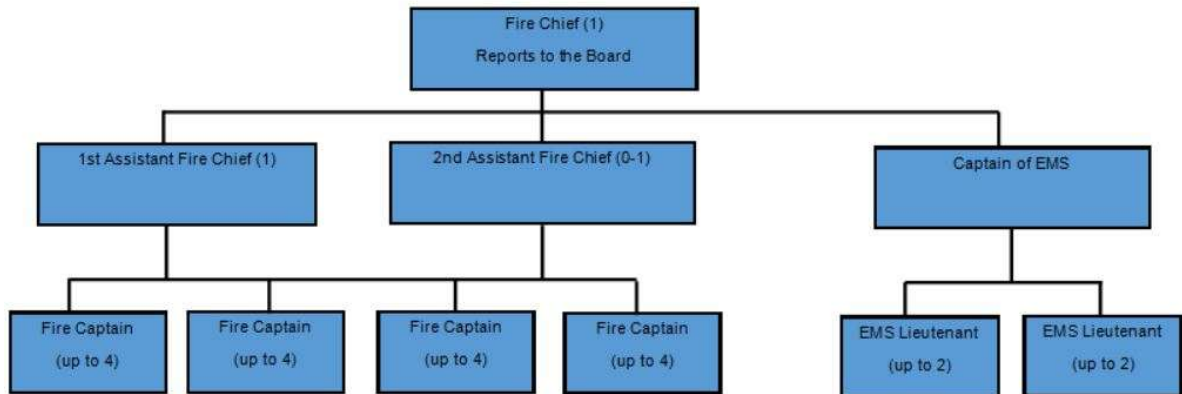
The BVFD shall consist of both Officer Positions and Organization Positions. This Constitution and Bylaws do not include any position or structure of the Blair Fire & Rescue Volunteers, a separate 501(c)(3) organization.

### **Section 3: Fireground Officer Positions and Chain of Command**

#### **Fireground Officer Positions**

- 3.1 Fire Chief
- 3.2 Assistant Fire Chief – up to two (2) members
- 3.3 Fire Captain – up to four (4) members
- 3.4 Captain of Emergency Medical Services (EMS)
- 3.5 EMS Lieutenant – up to two (2) members
- 3.6 All other members

## Chain of Command



### Section 4: Administrative Officers

- 4.1 President
- 4.2 Vice-President
- 4.3 Secretary
- 4.4 Treasurer
- 4.5 Sergeant of Arms

### Article V: ELECTIONS AND APPOINTMENTS

The Election of Fireground Officers and Administrative Officers will be held at the general meeting in December. Members must maintain minimum eligibility requirements for positions they hold. No member may hold more than one (1) Fireground Officer or Administrative Officer position at the same time.

All elections of the Fire Chief, Assistant Fire Chiefs, Fire Captains, Captain of EMS, and EMS Lieutenant must be approved by the Mayor and City Council for appointment. The Mayor and City Council reserve the right to reject the appointment of any “elected” person as a Fireground Officer.

All elections of the President, Vice-President, Secretary, Treasurer, and Sergeant of Arms must be approved by the Mayor and City Council for appointment. The Mayor and City Council reserve the right to reject the appointment of any “elected” person as an Administrative Officer.

Any person elected by the Membership as an Administrative Officer or elected as a Fireground Officer and appointed by the Mayor with City Council approval, shall take said elected office commencing on January 2<sup>nd</sup>.

### Article VI: GOVERNING RULES

All meetings of the BVFD will be conducted according to the most current edition of the Robert’s Rules of Order.

## **Article VII: MEETINGS**

Meetings held by the BVFD include an annual meeting, regular meeting, special meetings, fire and rescue drills. All Meetings shall be posted in a manner to notify all members of the meeting date, location, and time. Annual Meetings shall be posted no less than thirty (30) days prior to the Annual Meeting. All Regular Meetings shall be held on the first Thursday of each month. Regular Meetings shall be posted no less than seven (7) calendar days before said meeting. All Special Meetings require the entire membership be notified of said hearing by posting at all fire stations and email notification. Special Meetings shall require at least seventy-two (72) hour notice to the membership before the Special Meeting.

## **Article VIII: QUORUM**

A quorum shall be a simple majority of all members. There must be a quorum present to hold a meeting and vote on matters presented to the membership.

## **Article IX: ADOPTION AND RATIFICATION OF CONSTITUTION**

### **Section 1: Quorum; Must be present to vote**

A quorum of the Membership must be present in order to adopt or ratify a Constitution of the BVFD. A member must be present to vote.

### **Section 2: Voting Eligibility**

Current and new members off probation are eligible to vote on the adoption or ratification of the Constitution of the BVFD.

### **Section 3: Vote to Adopt or Ratify; Approval by Blair City Council**

A vote to adopt or ratify the BVFD Constitution can be held at an annual, regular, or special meeting of the Membership. A two-thirds approval vote of eligible members present is required before the Constitution may be adopted or ratified by the Membership. If the Membership adopts or ratifies the Constitution, then the entire Constitution (as adopted and/or ratified) must be forwarded to the City Council for its approval. No Constitution or Constitutional amendment will be effective until after the City Council approves said Constitution.

## **Article X: MEDICAL DIRECTOR**

BVFD will maintain a Medical Director as required by Nebraska State EMS regulations.

## **Article XI: OTHER POSITIONS WITHIN THE BVFD**

Other positions may include Department Photographer, Department Chaplain, and/or other positions as defined in the Bylaws.

## **Article XII: BVFD SERVICE AWARD PROGRAM**

The Blair Volunteer Fire and Rescue Volunteer Service Award Program will be maintained according to the applicable Nebraska Statutes and Federal law. The Service Program Committee will consist of Vice President, Fire Chief, Captain of Emergency Medical Services, City Administrator, and City Treasurer.

The Service Program Committee will meet a minimum of twice annually to review the program investments, make changes to investment strategy, approve annual eligibility list and allocation of new funds to eligible participants, and approve request of retiring participating members for distribution of vested funds.

# BYLAWS

## Chapter 1: STRUCTURE OF THE ORGANIZATION (ADMINISTRATION)

### 1.0 Executive (Administrative) Officers

The Executive Officers shall consist of the President, Vice-president, Secretary, Treasurer, and Sergeant of Arms. Executive Officers are responsible for the administrative functions of the BVFD.

#### 1.1 President

There shall be one (1) member elected President of the BVFD. To be eligible for such office a member shall have five (5) years of service on the BVFD. It shall be the duty of the President to:

- Preside at all business meetings of the Department, maintain order therein, and be governed by parliamentary usages.
- The President shall call special meetings when required by the good of the Department.
- The President shall decide all questions and appoint all committees not otherwise provided for in these Bylaws.
- The President may be required to perform other duties from time to time as prescribed by the Fire Chief.
- President position reports to the Fire Chief and serves as a member of the appeals board for disciplinary action.

#### 1.2 Vice-President

There shall be one (1) member elected as Vice-President of the BVFD. To be eligible for such office a member shall have five (5) years of service on the BVFD. The duties of the Vice-President shall be:

- Perform the duties of the President in the absence of the President.
- Serve as a member of the Election Committee.
- Vice-president position reports to the President and serves as a member of the appeals board for disciplinary action.

#### 1.3 Secretary

There shall be one (1) member elected as Secretary of the BVFD. To be eligible for such office a member shall have three (3) years of service on the BVFD. Duties of the Secretary are as follows:

- Keep an accurate account of the proceedings of all meetings of the department and keep them permanently on file. Ensure that copies of the previous month's meeting minutes are distributed at each month's meeting.
- The Secretary of the Department shall, on April 1st and October 1st, each year file a certified copy of the Department Roster, with the Clerk of the District Court of Washington County, Nebraska, the City Clerk of Blair, and Secretary of Blair Rural Fire Board.
- Keep an accurate list of members who have left the Department and are eligible for invitation to the annual Old Timer's meeting. Send invitations out to past members four (4) to six (6) weeks prior to annual Old Timer's meeting.
- Secretary will serve as Department Treasurer in their absence. Secretary position reports to the department President and serves as a member of the appeals board for disciplinary action.

- Serve as a member of the Election Committee.
- Secretary shall be responsible for annually maintaining and certifying eligibility list for the City of Blair Volunteer recruitment and retention program per the program requirement to City Clerk not later than December 1st of each year.
- Secretary shall further be responsible for annually notifying members of their eligibility for State of Nebraska income tax service credit and forwarding eligibility letters for such tax credit to Mayor by January 30 of each year for signature and certification.
- Secretary shall also maintain all training and certification records for all members.
- Secretary shall verify all persons running for election for Fireground Officer positions meet the minimum eligibility and training requirements.

#### **1.4 Treasurer**

There shall be one (1) member elected as Treasurer of the BVFD. To be eligible for such office a member shall have three (3) years of service on the BVFD. Duties of the Treasurer are as follows but not limited to:

- Collect all money due this organization.
- Pay all bills approved by the proper officers and the Department at regular meetings.
- Keep an accurate account of all money received and disbursed by the Department and give an account of the treasury status at each monthly meeting.
- Furnish the County Clerk or the City Clerk any financial information requested, as per State laws.
- Treasurer will act as Department Secretary in their absence and assist the Secretary as requested.
- Treasurer position will report to the President and serves as member of the appeals board for disciplinary action.

#### **1.5 Sergeant of Arms**

There shall be one (1) member elected as Sergeant of Arms of the BVFD. To be eligible for such an office member, member shall have served three (3) years on the BVFD Sergeant of Arms shall be responsible to the Department President and responsible, but not limited to the items listed below:

- Shall be responsible to answer all telephone calls at meeting, keep general order at meetings preventing disruption of meeting operations.
- Remove member(s) from meeting who are disruptive or failing to follow directions from meeting chair.
- Participate in elections as identified in these Bylaws.
- Serve as a member of the Election Committee.
- Managing Class A, B, and C uniforms for all members of BVFD aligning with fire service operations.
- The Sergeant of Arms will report to the President and serves as a member of the appeals board for disciplinary action.

## **Chapter 2: STRUCTURE OF THE ORGANIZATION (FIREGROUND OFFICERS)**

### **2.0 Fireground Officers**

Fireground Officers are responsible for the day-to-day operations and oversight of the Fire Department and EMS. BVFD offices shall be filled in accordance with the number and eligibility requirements listed below.

All elections of the Fire Chief, Assistant Fire Chiefs, Fire Captains, Captain of EMS, and EMS Lieutenants must be approved by the Mayor and City Council for appointment. The Mayor and City Council reserve the right to reject the appointment of any “elected” person as a Fireground Officer.

Any person elected by the Membership as a Fireground Officer and appointed by the Mayor with City Council Approval, shall take said elected office commencing on January 2nd.

Membership may waive the training, years of service and eligibility requirements of Fireground Officers with two-thirds approval of the membership.

### **2.1 Fire Chief**

There shall be one (1) member elected as Fire Chief of the BVFD. To be eligible for such office, a member shall have served ten (10) years on a fire department with two (2) years prior experience as Assistant Fire Chief for BVFD. Prior to the election for Fire Chief, a candidate must complete Firefighter I, Incident Command System Training, and the National Incident Management System Training. Any Fire Chief elected by the Membership and appointed by Mayor shall serve a two (2) year term as Fire Chief.

The Fire Chief shall be responsible for, but not limited to, the responsibilities listed below:

- Responsible for the operation of the Fire and Rescue Squad.
- Supervision and control of department members during the time they are on duty.
- Assume command and maintain control of personnel and equipment at an alarm.
- Maintain control of department equipment and property.
- See that all department property and equipment is properly cared for and kept in proper working order.
- Recommend needed equipment to the Mayor, City Council and Rural Fire Board.
- Develop operational procedures for the Fire Department.
- Attend meetings with the governing Fire Board and City Officials when necessary.
- Assign operational duties to subordinate personnel when necessary.
- The Fire Chief shall report to Mayor, Blair City Council, and the Blair Rural Fire Board.

### **2.2 Assistant Fire Chief**

There shall be up to two (2) members elected as Assistant Chiefs of the BVFD. To be eligible for such office, a member shall have served seven (7) years on a department, with two (2) years prior experience as Fire Captain with the BVFD. Prior to the election for the Assistant Fire Chief, a candidate must complete Firefighter I and National Incident Management System Training. Incident Command System Training must be completed within one (1) year. Any Assistant Fire Chief elected by the Membership and appointed by Mayor shall serve a two (2) year term as Assistant Fire Chief.

One Assistant Fire Chief shall be elected as a First Assistant Fire Chief and a second Assistant Chief shall be elected as the Second Assistant Fire Chief. They shall be responsible for, but not limited to the responsibilities listed below:

- Report to the Fire Chief.
- Attend all meetings with the governing board and any other meetings as required by the Fire Chief.
- Assist the Fire Chief with day to day operations of the BVFD.
- Have a working knowledge of all firefighting procedures and equipment used by BVFD.
- First Assistant Chief shall assume command of all fire personnel and equipment when the Chief is not present.
- Second Assistant Chief shall assume command of all fire personnel and equipment when both the Chief and First Assistant Chief are not present.

### **2.3 Captain of EMS**

There shall be one member elected as Captain of EMS. To be eligible for such office, a member shall have served seven (7) years of service on a rescue squad with two (2) years prior experience as a Rescue Lieutenant with the BVFD. Captain of EMS must complete Incident Command System Training within one (1) year. Any Captain of EMS elected by the Membership and appointed by Mayor shall serve a two (2) year term as Captain of EMS.

The Captain of EMS shall be responsible for, but not limited to the responsibilities listed below:

- Report to the Fire Chief.
- Make recommendations to the Fire Chief of any needed equipment.
- Act as liaison for the Blair Fire Department with hospital directors, boards, and Department Medical Director.
- Assume command of rescue personnel and equipment during rescue alarms.
- Develop and maintain operational procedures for the Rescue Squad.
- Maintain all medical, exposure, and accident records for the BVFD.
- Maintain records of EMS members licensure and certifications.
- Develop and maintain EMS protocols in coordination with Medical Dir. & Fire Chief.
- Develop and assess competency of members to practice at level certification.
- Maintain proficiency tests for EMS operations.
- The Captain of EMS must maintain EMT certification.

### **2.4 Fire Captain:**

There shall be up to four (4) members elected as Fire Captains of the Blair Fire Department. To be eligible for such office, a member shall have served five (5) years of service on the BVFD. Prior to the election for the Fire Captain, a candidate must complete Firefighter I. Any Fire Captain elected by the Membership and appointed by Mayor shall serve a two (2) year term as Fire Captain.

The Fire Captain shall be responsible for, but not limited to, the responsibilities listed below:

- Report to the Fire Chief and Assistant Chief(s).
- Assume command of all fire personnel and equipment in the absence of a superior officer.
- Have a working knowledge of all firefighting procedures and equipment used by the BVFD.
- Attend Incident Command System Training and any other training as required by a superior officer.

## **2.5 EMS Lieutenant:**

There shall be up to two (2) members elected as EMS Lieutenants of the BVFD. To be eligible for such office, a member shall have served four (4) years on the BVFD with two (2) of those years as an EMS provider on the Blair Rescue Squad. The EMS Lieutenant must be EMT certified and maintain the EMT certification in good standing. Any EMS Lieutenant elected by the Membership and appointed by Mayor shall serve a two (2) year term as EMS Lieutenant.

The EMS Lieutenant shall be responsible for, but not limited to, the responsibilities listed below:

- Report to the Fire Chief and Captain of EMS.
- Assume command of rescue personnel and equipment during rescue alarms in the absence of a superior officer.
- Responsible for training on and maintaining all EMS equipment on unit and stock supplies.
- Work with Captain of EMS to order supplies/equipment for Rescue Squads and Rescue Boat.

## **Chapter 3: LIMITATION ON OFFICES AND VACANCIES**

### **3.1 Holding multiple officer positions**

No member may hold more than one (1) Fireground Officer or Administrative Officer position at the same time.

### **3.2 Resignations and Vacancies**

If any officer resigns, dies or is removed from office and a vacancy occurs for any Fireground Officer or Administrative Officer position, then the Membership shall vote on that person's vacancy within sixty (60) days. Any Fireground Officer such elected shall be approved by the Mayor and Blair City Council prior to taking office.

## **Chapter 4: REMOVAL FROM OFFICE**

### **4.1 Fire Chief**

The Fire Chief may be removed from office by the Mayor with City Council approval. All grievances, complaints, or concerns regarding the Fire Chief shall be forwarded to the City of Blair designee for handling human resource matters. The City of Blair designee will investigate grievances, complaints, or concerns regarding the Fire Chief and may make recommendation for suspension or removal of the Fire Chief. However, the Mayor, with City Council approval, shall make the final decision regarding any suspension or removal of the Fire Chief.

## **4.2 All other Executive (Administrative) or Fireground Officers**

Any other Executive or Fireground Officer may be removed from his or her elected position according to the same procedure outlined in “Discipline and Impeachment” contained in these Bylaws.

## **Chapter 5: COMMITTEES**

### **5.1 Standing Committees, Special Committees, and Ad-Hoc Committees**

The BVFD may form Standing Committees, Special Committees, and Ad-Hoc Committees to carry out the functions of the BVFD.

### **5.2 Standing Committees**

The Standing Committees include, but are not limited to: Auxiliary Lunch, Awards Banquet, Election Committee, Employer Appreciation, Family Christmas Party, Fire Prevention, Old Timer’s Luncheon, Pancake Feed, Retention and Recruitment, Technology Committee, Scholarship Committee, Street Dance, Fund Drive.

### **5.3 Service Award Program**

The Service Award Program was established and will be maintained pursuant to Nebraska Statutes, Federal law, and as adopted by the City Ordinance of the Blair City Council. The Service Program Committee will consist of Vice President, Fire Chief, Captain of Emergency Medical Services, City Administrator, and City Treasurer.

The Service Program Committee will meet a minimum of twice annually to review the program investments, make changes to investment strategy, approve annual eligibility list and allocation of new funds to eligible participants, and approve request of retiring participating members for distribution of vested funds.

## **Chapter 6: MEETINGS**

### **6.1 Meeting Postings**

Meetings held by the BVFD include an annual meeting, regular meeting, special meetings, fire and rescue drills. All Meetings shall be posted in a manner to notify all members of the meeting date, location, and time. Annual Meetings shall be posted no less than thirty (30) days prior to the Annual Meeting. Regular Meetings shall be held on the first Thursday of each month. In the event a Regular Meeting cannot occur on the 1<sup>st</sup> Thursday of the month, then the Regular Meeting shall take place on the following Monday. Regular Meetings shall be posted no less than seven (7) calendar days before said meeting.

### **6.2 Special Meetings**

All Special Meetings require the entire membership be notified of said meeting by posting at all fire stations and email notification. Special Meeting shall require at least seventy-two hours’ notice to the membership before the Special Meeting.

### **6.3 Meeting Minutes**

Minutes of all meetings shall be prepared by the Secretary, or the designee if the Secretary is absent. All minutes shall be submitted in draft form to Membership within three (3) weeks of the date the meeting was held. Final drafts of the minutes shall be approved at the next meeting of the BVFD. The approved minutes shall be certified by the Secretary and placed permanently on file in the department records.

### **6.4 Fire and Rescue Drills**

Fire and Rescue Drills will be held on the 2nd, 3rd, 4th, and/or 5th Thursday of the month. Notification of Drills indicating the date, time, and place of the drill shall be posted in a manner to notify all members of the drills. All notification of drills shall be posted no later than seven (7) days before the drill.

## **Chapter 7: QUORUM**

There must be a quorum present to hold a meeting and vote on matters presented to the membership. A quorum shall be a simple majority of all members.

## **Chapter 8: VOTING**

### **8.1 Quorum**

A quorum of the Membership must be present to Adopt or Ratify the Bylaws of the BVFD. A member must be present to vote.

### **8.2 Voting Eligibility**

~~Current and new members off probation are eligible to vote on the adoption or ratification of the Constitution of the BVFD or other matters before the department. Only members off probation who have met the requirements of Chapter 10 (Meeting Attendance, Training and Call Response) are eligible to vote on Fireground Officer Elections.~~

Current and new members off probation on the active duty roster are eligible to vote on the adoption or ratification of the Constitution of the BVFD or other matters before the department.

### **8.3 Vote to Adopt or Ratify the Bylaws; Approval by Blair City Council**

A vote to adopt or ratify the BVFD Bylaws can be held at an annual, regular, or special meeting of the Membership. A two-thirds approval vote of eligible members present is required before the Bylaws may be adopted or ratified by the Membership. If the Membership adopts or ratifies the Bylaws, then the entire Bylaws (as adopted and/or ratified) must be forwarded to the City Council for its approval. No Bylaws or Bylaws amendment will be effective until after the City Council approves said Bylaws.

### **8.4 Voting on Other Matters**

All other matters (other than matters concerning the Constitution and Bylaws), may be approved by a majority of eligible members present.

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## **8.5 Procedure for Voting: Elections, Constitution, or Bylaws (Secret Ballot)**

All elections for Administrative or Fireground Officers, Constitution, or Bylaws, shall be conducted by secret ballot. If a motion to request a secret ballot vote for any other matter is passed and seconded, then the matter shall be voted on as outlined in this paragraph. Secret ballots shall be cast on paper by roll call in a private location and secured by the election committee. Ballots shall be brought in front of the membership and counted verbally and publicly by the President, then tallied by the Secretary. The results, including the count of votes, as to whether the matter passed or failed, or who was elected, shall be disclosed to the Membership. Additional voting procedures are found in the BVFD Elections SOG.

## **8.6 Procedure for Voting: All Other Matters**

Voting on any other matter before the BVFD shall be by VOICE or by SHOW OF HANDS, as the presiding officer may elect, unless a ROLL CALL with SECRET BALLOT is requested by any members or by the presiding officer.

## **Chapter 9: MEMBERSHIP OF BVFD**

### **9.1 Application Requirements**

Applicants must complete the following requirements:

- a. Complete application packet
- b. Medical examination and drug testing by designated agency
- c. Physical fitness and agility test performed
- d. Written examination
- e. Criminal background check as required by the City of Blair
- f. Complete interview with the Fire Chief and Fireground Officers
- g. Be approved by the Fire Chief and/or Mayor with approval of City Council

### **9.2 Application Requirements for EMS Positions Only**

Applicants fully-trained in a medical field; or who are trained as an Emergency Medical Responder, or equivalent level, or above; who wish to join BVFD as EMS personnel only, may apply to join the department. Acceptance to the Membership is subject to the same application requirements as outlined in Section 9.1 above.

### **9.3 When New Applications are Accepted**

Applicants will be accepted on an ongoing basis throughout the year.

### **9.4 Joining the BVFD**

If an applicant is accepted as outlined in 9.1 and 9.2 above, they shall be recognized as a BVFD Candidate for a 3-month period. Candidate requirements include:

- a. Attend business meetings and drills of the BVFD with one excused meeting absence and two excused drill absences.
- b. Respond to calls in a support function only per the candidate response SOG.
- c. Assist in other non-response functions of the department at the request of the Administrative or Fireground Officers.

At the end of that 3-month Candidacy at the next business meeting of the BVFD membership will vote with a simple majority to accept the Candidate as a probationary member. Should candidate be approved for probationary volunteer they shall:

- d. Respond to calls per the BVFD probationary response SOG.
- e. Comply with all other requirements of membership as set forth in BVFD Standard Operations Guidelines.
- f. Comply with any other rules and regulations governing the BVFD, and compliance with all reasonable orders and requests made by the Fire Chief and Officers of the Department, in performance of their official duties.

## 9.5 Membership Levels

### ~~9.5 — Probationary Period and EMS Licensure~~

~~All new candidates of the BVFD shall be subject to a probationary period for a minimum of six (6) months. The probationary period shall end only upon successful Firefighter 1 certification and/or completion of the BVFD Firefighter JPRs. If, during that probationary period the candidate fails to meet the member requirements of the BVFD, the probationary member may be terminated.~~

~~Requirements for probationary candidates are listed in the BVFD Standard Operating Guidelines. If the probationary member completes the new member requirements outlined above and also completes the requirements found in the BVFD Orientation Manual and BVFD Standard Operating Guidelines, the Fire Chief may recommend the candidates name to the Mayor to move from probation to Firefighter member status of the BVFD.~~

~~All Firefighter members of BVFD shall attain EMR or EMT state licensure. FF/EMR members will be capped at 25% of membership of the BVFD (1 FF/EMR for every 3 FF/EMTs). EMR licensure must be attained within 3 years of completion of the Probationary period (or adoption of these bylaws). EMT licensure (or above) shall be attained within 5 years of completion of Probationary period (or adoption of these bylaws). It is not necessary to attain EMR licensure prior to EMT licensure.~~

### ~~9.6 — Cadet Program~~

~~BVFD may allow 14–19-year-olds to enroll as Cadets per the Cadet Program and under the review of the Cadet Advisors. When the Cadet Advisors feel appropriate to do so, a Cadet may be promoted to Senior Cadet. Senior Cadets shall have the responsibilities of Candidates per section 9.4 above, with the exception that Senior Cadets are not required to attend any business meetings. Senior Cadets are also exempt from training requirements during the school year.~~

#### a) Cadet

- a. BVFD may allow 14–19-year-olds to enroll as Cadets per the Cadet Program and under the review of the Cadet Advisors. When the Cadet Advisors feel appropriate to do so, a Cadet may be promoted to Senior Cadet. Senior Cadets shall have the responsibilities of Candidates per section 9.4 above, with the

exception that Senior Cadets are not required to attend any business meetings. Senior Cadets are also exempt from training requirements during the school year.

b) Probationary and EMS Licensure

- a. All new candidates of the BVFD shall be subject to a probationary period for a minimum of six (6) months. The probationary period shall end only upon successful Firefighter 1 certification and/or completion of the BVFD Firefighter JPRs. If, during that probationary period the candidate fails to meet the member requirements of the BVFD, the probationary member may be terminated.
- b. Requirements for probationary candidates are listed in the BVFD Standard Operating Guidelines. If the probationary member completes the new member requirements outlined above and also completes the requirements found in the BVFD Orientation Manual and BVFD Standard Operating Guidelines, the Fire Chief may recommend the candidates name to the Mayor to move from probation to Firefighter member status of the BVFD.
- c. All Firefighter members of BVFD shall attain EMR or EMT state licensure. FF/EMR members will be capped at 25% of membership of the BVFD (1 FF/EMR for every 3 FF/EMTs). EMR licensure must be attained within 3 years of completion of the Probationary period (or adoption of these bylaws). EMT licensure (or above) shall be attained within 5 years of completion of Probationary period (or adoption of these bylaws). It is not necessary to attain EMR licensure prior to EMT licensure.

c) Active Duty Roster

- a. An Active-Duty Roster member would be considered a member that actively responds to training, meetings, and call responses as outlined in Chapter 10.

d) Medical Leave

- a. Members who have recently had surgery, an injury, or diagnosed with a medical condition preventing them from achieving the requirements to be an active-duty member can submit to the President to be placed on Medical leave. Their request must be dated and entered into the member's personnel file.
- b. The members will remain on the roster, retain all department issued equipment and will be marked as on medical leave. The member's status in reference to voting will be based off what the status was prior to going on medical leave. (Example, if members were in good standing they would remain in good standing, if members were delinquent they would remain delinquent)
- c. The member will not be allowed to respond to calls and the calls that come in while he/she is on leave will not count against their percentage for their quarterly percentage and performance.
- d. The members will be allowed to attend trainings, meetings, and events however not participate in physical activities.
- e. The member may terminate their medical leave at any time to the President in form of a medical note from a physician stating they are cleared for normal duty in the position they held prior to their leave - Firefighter/EMT, Firefighter, or EMT.
- f. The request to be placed on medical leave must have a start date and not to exceed 18 months.
- g. If the member remains on medical leave after 18 months, the member is to discuss future membership status with BVFD fireground and administrative officers.

e) Lifetime Member

- a. Any member who accumulates twenty-five years- of service to the BVFD or reaches the age of 65, shall be allowed to enter into lifetime membership status.
- b. A lifetime membership has the same privileges as a current member with the exception to the following:
  - i. No requirement to attend any meetings or trainings
  - ii. No call responses required

- iii. Voting rights remain the same except for when it comes to fireground officers, of which would be voted on by active-duty membership.
- c. Each lifetime member shall be entitled to receive from this department their years of service award as they continue to serve in this position.
- d. To enter this status the member will resign from active duty and automatically be placed into this status.
- e. Lifetime Members are eligible to begin drawing their State Service Award upon reaching the age of 65 and entering into the Lifetime Member status.

## Chapter 10 MEETING ATTENDANCE, TRAINING, AND CALL RESPONSE

Meetings, training, and call requirements per years of service are outlined to meet departmental operations. Attendance at all meetings and drills is encouraged to remain well trained as a member of BVFD. Members not attending minimum meeting, training, and response requirements may be disciplined or terminated pursuant to Chapter 14 of these Bylaws – “Discipline and Impeachment”.

### 10.1 Minimum meeting and training requirements are:

- a. Probationary under one (1) year: attend all meetings and drills for the first year, with eight (8) total excused absences permitted for the year.
- b. One (1) to ten (10) years of service: One (1) business meeting, two (2) rescue drills, and four (4) fire drills per quarter.
- c. Eleven (11) to twenty (20) years of service: One (1) business meeting, two (2) rescue drills, and three (3) fire drills per quarter.
- d. Twenty-one (21) to thirty-five (35) years of service: One (1) business meeting, two (2) rescue drills, and two (2) fire drills per quarter.
- e. Thirty-five (35) plus years of service: Two (2) business meetings, four (4) fire drills per year.

### 10.2 Minimum Call Requirements:

- ~~a. All members on the active-duty roster respond to a minimum of 5% of calls in the fiscal year~~
- ~~a. Under one (1) year of service: 60 calls, with a minimum of 10 in each quarter.~~
- ~~b. One (1) to ten (10) years of service: 50 calls, with minimum of 8 in each quarter.~~
- ~~c. Eleven (11) to twenty (20) years of service: 40 calls, with minimum of 6 in each quarter.~~
- ~~d. Twenty one (21) to thirty five (35) years of service: 30 calls, with minimum of 5 in each quarter.~~
- ~~e. Thirty five (35) plus years of service: 0 calls.~~

### 10.3 Fireground Officer Call Response Requirements

Because effective leadership and guidance is needed for all members of the BVFD, an elected Fireground Officer shall be required to attend more than the minimum call responses listed above. In addition to the minimum meeting, training, and call response attendance policies

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outlined above, any elected Fireground Officer shall attend a minimum of ~~10~~15% of all call responses for the entire BVFD fiscal year.

## **Chapter 11: MEMBERSHIP DUTIES AND RESPONSIBILITIES**

- 11.1** It shall be the duty of active members, on the alarm of fire, to report at once to the fire station and assist in getting the firefighting apparatus to the fire. If the equipment has gone, to go at once to the fire and report to the Fire Chief or Incident Commander and not leave the scene without permission from the same and obey all orders from their superior Officers to the best of their ability.
- 11.2** Members at response scenes shall conduct themselves in an orderly manner, avoiding the useless destruction of property and may be liable to expulsion.
- 11.3** It shall be the duty of all members to attend meetings, training and calls. It shall be the duty of all members to meet at a minimum, the meetings, training, and call responses as outlined in Chapter Ten, above, according to his or her years of service with the BVFD or elected position.
- 11.4** Fire Chief or their designee will verify members are trained on operation of Fire/Rescue apparatus before they can independently operate.
- 11.5** Roll call shall be taken at all drills. All members are expected to participate during department drills. Members are responsible to submit call response forms, sign training rosters, and submit outside education/training certificates as apply.
- 11.6** No member, at any time, shall be directly involved in response to a call while under the influence of alcohol and/or drugs.
- 11.7** Each member accepts full responsibility and the code of ethics inherent to this public service which includes respect of each patient or family's privacy and shall comply with all HIPPA regulations. No member shall disclose any aspect of a call response or patient in question to any other person other than department members.
- 11.8** Courtesy, cooperation, and respect will be displayed to department members, legal personnel, law enforcement officers, nurses, doctors, and the public at all times.
- 11.9** Complaints
1. Complaints against a member of the volunteer fire department must be submitted in writing, dated and signed by the individual making the complaint. This written complaint must be given to the Fire Chief or Fire Ground Officer within 72 hours of the event so that they may initiate an investigation into the matter.
  2. The Fire Chief or Fire Ground Officer will conduct a thorough investigation into the allegations brought against the member in question. This investigation may involve speaking to witnesses, reviewing any applicable documentation, and gathering all relevant information to determine the validity of the complaint.

3. If, after completion of the investigation, the allegations against the member are found to be true, appropriate disciplinary actions will be taken. These actions may range from verbal warnings to suspension or expulsion from the volunteer fire department, depending on the severity of the misconduct.

It is important for all members of the fire department to follow this process in the event that a complaint is brought against a fellow member. By upholding these procedures, we can ensure the integrity and professionalism of our department while maintaining a safe and productive working environment for all members.

## **Chapter 12: SPECIAL BVFD APPOINTMENTS**

### **12.1 Medical Director**

There shall be one (1) person appointed as the Medical Director of the BVFD in accordance with the Nebraska State Statutes. This position will be selected by the Captain of EMS and Fire Chief who will then be presented to the BVFD membership for final approval. The Medical Director's name shall be forwarded to the Mayor and Blair City Council.

The duties of this position shall be but not limited to:

- a. Oversee and approve all protocols of the rescue squad.
- b. Be present at four (4) BVFD rescue squad trainings per year.
- c. Acts as liaison between the Captain of EMS and hospital.
- d. Invited to all BVFD awards events.
- e. Work with the Captain of EMS to develop and monitor all call review process.
- f. Coordinate with the Captain of EMS and hospital emergency department staff to develop and monitor a call review system to monitor the treatment given by the BVFD rescued personnel.
- g. Medical Director will not have any voting rights, any open positions on the BVFD, or be eligible for any benefits offered to members through the BVFD.
- h. All services given to the BVFD will be volunteered with no compensation provided.
- i. Medical Director will not be allowed to attend any business meetings.

### **12.2 Photographer**

There shall be one person appointed as the BVFD Photographer. This position will be selected

by the Fire Chief who will then bring to the BVFD membership for final approval.

The duties of this position shall be not limited to:

- a. Allowed to be present at any training, department function, or emergency scene for the BVFD with approval of scene Incident Commander for only purpose of taking pictures or video.
- b. All pictures and videos must first be approved by the Fire Chief, or designee, before any publishing, distribution, or any method of processing to view contents.
- c. Photographer is responsible for their own safety at any scene. They will by no means be covered under the BVFD, City of Blair, or Blair Rural Fire District Insurance.
- d. Photographer will not have any voting rights, any open position on the BVFD, or be eligible for any benefits offered to members through the BVFD.
- e. All services given to the BVFD will be volunteered with no compensation provided.
- f. Photographer will not be allowed to attend any business meetings.

### **12.3 Chaplain**

There shall be one person appointed as the BVFD Chaplain. This position will be selected by the Fire Chief or designee who will then be presented to the BVFD membership for final approval.

The duties of this position shall include but not limited to:

- a. Required to make four drills per calendar year.
- b. May be called on to meet with families of victims or crew members at the hospital/station after difficult calls.
- c. Would be available to call upon any member for personal issues that a member may have.
- d. The Chaplain will operate with the understanding that anything revealed during an incident is confidential and may not be discussed outside of the department membership.
- e. Chaplain will not have any voting rights, any open position on the BVFD, or be eligible for any benefits offered to members through the BVFD.
- f. All services given to the BVFD will be volunteered with no compensation provided.
- g. Chaplain will not be allowed to attend any business meetings.

## **Chapter 13: BUSINESS / FINANCIAL OPERATIONS**

Administrative positions will maintain operations at all business meetings and related to general operations of the BVFD. All records will be maintained by appropriate offices in accordance with regulations. Fireground Officers will maintain fire and EMS records as required by State, Federal, and local Regulations.

## **Chapter 14: DISCIPLINE AND APPEAL PROCESS**

**14.1** No Member shall be removed, suspended, demoted, or discharged, or anyway

disciplined, except for good cause.

**14.2** Disciplinary action may be applied in a progressive manner including the following:

1. Verbal Warnings
2. Written Reprimands/Warnings
3. Suspension(s)
4. Demotion
5. Removal or Discharge

Verbal Warnings and Written Reprimands/Warnings cannot be appealed. All other actions can be appealed, unless Member ~~is~~ is in probationary status. Verbal Warnings and Written Reprimands/Warnings can be issued by any Fire Chief, Fire Ground Officers or the Police and Fire Committee.

**14.3 Cause for Disciplinary Action. Any non-probationary member may be suspended, demoted, or removed/discharged for any of the following reasons:**

1. Incompetence, inefficiency, or inattention to or dereliction of duty;
2. Failure to adhere to the required calls, meetings or trainings outlined in the Bylaws;
3. Failure to adhere to the membership duties and responsibilities;
4. Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow member, any act of omission or commission tending to injure the public service, any willful failure on the part of the member to conduct himself or herself, or any willful violation of the rules and regulations adopted by these bylaws;
5. Any other act or failure to act which, in the judgment of the Police and Fire Committee is sufficient to show the offender to be unsuitable and unfit person to be a member of the department.

**14.314.4** Prior to any ~~discipline~~ suspension, demotion, or removal/discharge being issued, the ~~Fire Chief and/or the City of Blair designee~~ Police and Fire Committee or their designee must investigate the matter. Before issuing any discipline, the City Administrator and City Attorney must be consulted by the Police and Fire Committee ~~Fire Chief~~. If the ~~Fire Chief~~ Police and Fire Committee issues discipline that may result in suspension, demotion or removal, the Police and Fire Committee ~~Fire Chief~~ shall issue a written decision to the Member notifying him/her of what discipline, if any, is being given and the reasons for his or her decision.

**14.414.5** The member wanting to appeal the decision of the ~~Police and Fire Committee~~ Chief to suspend, demote, remove or discharge shall within ten (10) business days of the notice of action by the Police and Fire Committee Chief file a request to appeal to the Fire Department Appeals Board. The Appeals Board shall within five (5) business days of receiving the notice of appeal schedule a hearing to consider said appeal. Hearing shall not be held later than ten (10) calendar days from date giving notice. Within five (5) calendar days of the hearing the Board shall notify the member of his/her decision.

**14.514.6** The member wanting to appeal the decision of the Police and Fire Committee Chief and Board to suspend, demote, remove or discharge shall within ten (10) business days of the notice of action by the Police and Fire Committee Chief file a request to appeal to the Mayor with the City Clerk. The Mayor shall within five (5) business days of receiving the notice of appeal schedule a hearing to consider said appeal. Hearing shall not be held later than ten (10) calendar days from date giving notice. Within five (5) calendar days of the hearing the Mayor shall notify the officer of his/her decision. The Mayor may uphold the decision of the Police and Fire Committee and Board Chief, alter the decision, or vacate said decision of the Police and Fire Committee and Board Chief. If the Mayor vacates the Police and Fire Committee and Board's Chief's decision the member shall be reinstated.

**14.6.7** If a member of the Blair Volunteer Fire Department is facing a pending criminal court action, the following procedures will be followed:

1. The member must notify the Fire Chief within 24 hours of being charged with a criminal offense. Failure to do so may result in further disciplinary action.
2. The member may be placed on administrative leave pending the outcome of the court action. During this time, the member will not be allowed to participate in any department activities or respond to calls.
3. The member will be required to turn in their department key, pager, and will be removed from the "who is responding" app. This is to ensure the safety and confidentiality of department operations.
4. Depending on the outcome of the court action, the member will either be reinstated as a member of the department or permanently removed. Serious offenses may result in permanent removal, while lesser charges may allow for reinstatement after a period of probation or other disciplinary measures.

It is essential that all members of the volunteer fire department adhere to these bylaws and cooperate fully with any investigations or legal proceedings. Any violations of these procedures may result in disciplinary action, up to and including termination from the department.

## **Chapter 15: RESIGNATIONS**

Members may resign from the Department at any time. Member will submit a letter of resignation to the Fire Chief and return all department issued uniforms, equipment, and keys.

Date Approved: 10/3/24

Brenda Jenny:   
Chair of By-Law Committee

**Bylaws History and Version Control (sorted newest to oldest)**

<b>Version</b>	<b>Reason for Change (High-Level Summary)</b>	<b>Date Approved by Blair City Council</b>
2024.02	2024 Redraft following meeting with Bylaw and Police/Fire Committees (9.6.24)	10.22.24
2024.01	2024 Redraft following direction/meeting with Bylaw and Police & Fire Committees	9/10/23
2023.02	2023 Redraft following 2.15.23 meeting with Bylaw and Police & Fire Committees	2/28/23
2023.1	2023 Redraft from motions made at 1.5.23 meeting	Not approved
2018.1	2018 Redraft	12/11/2018

RESOLUTION NO. 2025-64

COUNCIL MEMBER INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair is a municipal corporation duly organized under the laws of Nebraska;

WHEREAS, the City of Blair Police Department has submitted a request to purchase two Paraclete Vanguard VL ballistic shields as outlined in **Exhibit “A”**;

WHEREAS, the Chief of Police received a price for each shield as Six Thousand One Hundred Dollars (\$6,100) for a total cost of Twelve Thousand Two Hundred Dollars (\$12,200); and

WHEREAS, the Mayor and City Council have been presented with this Resolution which would authorize the City of Blair Police Department to purchase the ballistic shields, as outlined.

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Resolution is hereby adopted and approved by the municipality and the Chief of Police of the City of Blair are hereby authorized and directed to execute the same on behalf of the municipality.

COUNCIL MEMBER \_\_\_\_\_ MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER \_\_\_\_\_ VOTING “AYE” AND COUNCIL MEMBERS \_\_\_\_\_ VOTING “NAY”, THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24TH DAY OF JUNE, 2025.

CITY OF BLAIR, NEBRASKA

BY: \_\_\_\_\_  
MELINDA K. RUMP, MAYOR

ATTEST:

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BRENDA WHEELER, CITY CLERK

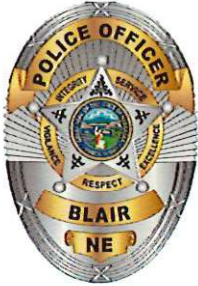
(SEAL)

STATE OF NEBRASKA    )  
  ) ss:  
WASHINGTON COUNTY  )

BRENDA WHEELER, hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24<sup>th</sup> day of June, 2025.

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BRENDA WHEELER, CITY CLERK



## BLAIR POLICE DEPARTMENT Inter-Department Memo

**TO:** Chief J. Kinsey  
**FROM:** Sergeant T. Byrne  
**DATE:** 05/15/2025  
**RE:** Ballistic Shield

*APPROVED  
Chief Kinsey  
5-11-25*

Chief Kinsey,

I have compiled several options for our agency for ballistic shields to increase officer survivability during high-risk situations such as building searches, shots fired calls, armed subjects, and other patrol calls.

The main three concerns in purchasing a shield are:

1. Size, weight, and rated strength
2. Longevity
3. Cost

Note: National Institute of Justice Standard Protection Level terms changed in 2023 with NIJ Level III being replaced by NIJ RF1 and so on. Some companies are still using the old terminology, but the standards tested by NIJ are the same.

I researched and obtained quotes from three companies, all of which have products in service with local agencies. The options researched are:

1. Paraclete (Point Blank Industries)
  - a. Model: Vanguard VL
  - b. Size: 21" x 36", 16.8 lbs, with viewport
  - c. Protection Level: NIJ Level III
  - d. Cost: \$6,100 ea.
  - e. Pros: Great Plains is a distributor for them, they are used by Douglas County Sheriff, weight is very light relative to its size.
  - f. Cons: Cost, lifespan is approximately 5 years
2. RTS Tactical
  - a. Model: Centurion

- b. Size 20" x 36", 20 lbs with viewport
  - c. Protection Level: NIJ RF1 (equivalent to NIJ Level III)
  - d. Cost \$6,500 ea.
  - e. Pros: Option for no light, weight is reasonable
  - f. Cons: Cost, unknown wait time
3. RTS Tactical
- a. Model: Legion
  - b. Size: 20" x 36", 19.3 lbs with viewport
  - c. Protection Level: NIJ RF1 (equivalent to NIJ Level III)
  - d. Cost \$6,500 ea.
  - e. Pros: See previous model
  - f. Cons: See previous model
4. RTS Tactical
- a. Model: Mini Shield
  - b. Size: 16" x 30", 23.3 lbs
  - c. Protection Level: NIJ Level III+
  - d. Cost \$849 ea.
  - e. Pros: Cost is very low, simple design with no extra failure points, could outfit all patrol units for the cost of a single costlier option
  - f. Cons: Size of the largest model is small for larger officers, smaller profile but weighs more than the others that are more surface area
5. Blueridge Armor
- a. Model: Vengeance X7
  - b. Size: 21" x 36", 26 lbs.
  - c. Protection Level: NIJ Level III+ ASTM RFI
  - d. Cost: \$9,445 ea
  - e. Pros: Large surface area
  - f. Cons: Cost is very high with no options for no LED light, heaviest

Considering the factors of cost, maneuverability, weight, service life, and ease of purchase, the following suggestion is proposed:

1. Purchase two (2) Paraclete (Point Blank Industries) Vanguard VL at the estimated cost of \$12,200 to outfit two patrol units.
2. Purchase eight (8) to ten (10) RTS Tactical Mini Shields (size large) at the estimated cost of \$6,792 to \$8,490 to outfit each unit of the fleet.

POC of this memo is the undersigned at tbyrne@blairnebraska.org

*Maybe Return Budget Items*

Respectfully submitted,



Thomas Byrne  
Sergeant, Patrol



## Vanguard Level III

The Vanguard provides level III rifle threat protection and is available in three shapes. A wide rectangular shaped ballistic viewport provides excellent viewing capabilities while the weapon index platform on each side allows the operator to position their weapon for accurate handgun or long-gun deployment.

