



## "OPEN MEETINGS ACT"

City of Blair Regular Council Meeting  
City Council Chambers  
September 23, 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 September 9, 2025, Budget Hearing and the September 9, 2025, Regular Council meeting.
  - 4.b. Clerk report of Mayoral Action of the September 9, 2025 meeting.
  - 4.c. Claims as approved by the Finance Committee.
  - 4.d. Approve Fall Up and Open Burn with a permit for 2025.
5. Consider approval of a Special Designated Liquor License for El Vallarta Mexican Restaurant, 1995 Ridgeview Rd, Blair for a beer garden on October 2, 2025 for the Art Alley Pop Up Night Market at 1709 Washington St.
6. Consider approval of a Special Designated Liquor License for Nelson's Bar & Grill, 310 N Oakland Ave, Oakland NE 68045 on November 1, 2025 for the Blair Volunteer Fire Department appreciation dinner located at St. Francis Borgia, 2005 Davis Dr., Blair, NE 68008.

7. Consider Resolution 2025-90 approving promotion of Skyler Puffer to Fire Captain with the Blair Volunteer Fire Department.
8. Mayor Rump opens a public hearing to consider a Conditional Use Permit Renewal Application submitted by Royce Rentals, LLC, Mike Royce & Associates, 15707 S. 234th St, Gretna, Nebraska, for the continuation of a contractor's yard and office on the West 15 feet of Lot 14 and all of Lot 15, Block 16, in the City of Blair, Washington County, Nebraska, together with part of vacated street adjoining (330 N. 16th Street) for 10 years.
9. Mayor Rump opens a public hearing to consider a Conditional Use Permit Application submitted by Michael Bierman, 10930 Lariat Lane, Blair, Nebraska, for the use of part of the building for golf driving-range simulators on Tax Lot 257, Section 12, Township 18 North, Range 11, East of the 6th P.M., City of Blair, Washington County, Nebraska (660 Grant Street) for five (5) years.
10. Mayor Rump opens a public hearing to consider an amendment to the City of Blair Zoning Regulations, Article 7, Section 701, RRE - Rural Residential Estate District and other Rural Residential Estate references in the zoning book by removing "Rural" from "Rural Residential Estate" titles and descriptions and modifying Article 7, Section 701, to include "inside the city limits and in the city's Extra Territorial Jurisdiction (ETJ)".
11. Consider approval of the job description for the Deputy City Administrator of Operations position.
12. Consider approval of the job description for the HR Generalist position.
13. Consider approval of the job description for the Community Service Officer position.
14. Consider approval of the job description for the Technology Support Specialist position.
15. Consider approval of the job description for the Public Works Technician position.
16. Consider Resolution 2025-91 amending the Employee Handbook adopting a new Parental Leave Policy as recommended by the City Alliance Team and Finance Committee.
17. Consider Resolution 2025-92 amending the Employee Handbook to include the new Longevity Pay policy as recommended by the City Alliance Team and Finance Committee.
18. Consider Resolution 2025-93 amending the Employee Handbook to include the new on-call policy raising on-call rate from \$150 per week to \$175 per week as recommended by the City Alliance Team and Finance Committee.
19. Consider Resolution 2025-94 amending the Employee Handbook raising the minimum hours paid for call-out from one hour to two hours as recommended by the City Alliance Team and Finance Committee.

20. Consider Resolution 2025-95 amending the Employee Handbook updating the Sick leave accrual rate from 3.75 hours to 4.00 hours as recommended by the City Alliance Team and Finance Committee.
21. Consider Resolution 2025-96 amending the Employee Handbook approving a new sick leave payout chart for employees who leave or retire from the City of Blair as recommended by the City Alliance Team and Finance Committee.
22. Consider Resolution 2025-97 amending the Employee Handbook approving the new Extended Bereavement Leave policy to allow employees to use up to 80 hours of sick leave for extended bereavement due to the loss of an immediate family member as recommended by the City Alliance Team and Finance Committee.
23. Consider Ordinance 2595 setting and fixing compensation for the Officers and Employees of the City of Blair for FY 2025-2026.
24. Consider Resolution 2025-98 approving an agreement between the City of Blair and the Fraternal Order of Police (FOP) Lodge 83 dated October 1, 2025 - September 30, 2027.
25. Consider Resolution 2025-99 approving an Amendment to the Master Service Agreement with Olsson Associates.
26. Consider Resolution 2025-100 approving an increase in city sewer rates.
27. Consider Resolution 2025-101 approving a software subscription for digital management called Power DMS.
28. Consider Resolution 2025-102 approving a lease with Great Plains for dedicated dark fiber to operate the utility monitoring system and controls.
29. Consider Resolution 2025-103 approving bids for renovations and improvements to the City Hall Annex located at 1516 Grant St.
30. Consider Resolution 2025-104 approving the contract for legal services with Stag Liuzza LLC and Mattson Ricketts Law Firm Aqueous Film-Forming Foams (AFFF) PFAS Litigation.
31. City Administrator Report
32. Motion and second by Council members to adjourn the meeting.

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City of Blair Special Meeting Budget Hearing  
September 9, 2025

The Mayor and City Council met in regular session in the City Council Chambers on September 9, 2025, at 6:30 PM. The following were present: Gary Banner, Brent Clark, Kirk Highfill, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, and Frank Wolff. 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, HR Manager Guhl, 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 shown hereafter were taken while the convened meeting was open to the attendance of the public.

Agenda Item #1 – Mayor Rump called the meeting to order at 6:30 p.m.

Agenda Item #2 – Mayor Rump opened a public hearing on the FY 2025-2026 Budget.

Agenda Item #3 – City Administrator Green presented the Budget for FY 2025-2026. Green stated the budget notice was advertised in the Blair newspaper on September 5, 2025. The budget includes the changes to the personnel and removal of projects as directed by the Council over the past month-long process of setting priorities and revising numbers. He stressed again that just because items are included in the budget, it does not mean that all items will be completed, or all funds spent. The budget has increased by 10% due to increases in streets, water, wastewater, and debt service but the actual levy is lower than last year. The city's mill levy for next year will be 28.4501 cents for every \$100 of assessed value which is a drop from 29.6903 cents in the 2024-2025 budget year because of the overall growth in the city's property valuation to \$1.11 billion. This will allow for approximately \$3.158 million in property taxes to be collected to help pay for general funds, street funds and debt service expenses which is an increase of only 2.92 percent from the current year's property tax total of \$3.06 million. The budget includes a total spending authority of \$101.7 million for next fiscal year beginning October 1st. Green then reviewed the General Fund where the city's personnel costs come from along with other items such as improvements to parks, library, police department, city hall, animal shelter, city amenities, and upgrades to technology. The General Fund will fund two additional police officers, convert the part-time animal control position into a full-time community service officer, a full-time fire department position, one utility worker, wastewater treatment plant operator, an IT/GIS technician, two maintenance positions at the water treatment plant, and a third deputy administrator position. Job descriptions will be presented to the City Council at the next meeting. The budget it required to be submitted to the state by September 30, 2025.

Agenda Item #4 – There were no comments from the public.

Agenda Item #5 – Mayor Rump closed the public hearing.

Agenda Item #6 – Mayor Rump opened a public hearing on the proposed one-year plan for street improvements for FY 2025-2026.

Agenda Item #7 – Presentation of proposed one-year plan for street improvements for FY 2025-2026. Director of Public Works Heaton stated as required by state statute, the current one-year street maintenance plan must be presented in a public hearing as part of the budgeting process. The six-year plan is also developed but not required to be part of the public hearing. The one-year plan focuses on the ongoing Honey B Lane project and potential mill and overlay areas or UBAS areas. Funds do not allow for all projects in the one-year plan to be completed but including them does allow the ability to do so if funds permit without amending the plan. Staff are working to prepare a mill and overlay project and a possible UBAS project. This project list will come back to the council for approval later. The six-year projects are larger projects, such as the north bypass and other long-term projects.

Agenda Item #8 – There were no comments from the public.

Agenda Item #9 – Mayor Rump closed the public hearing.

Agenda Item #10 – Mayor Rump opened a public hearing to set FY 2025-2026 levy different than FY 2024-2025 levy.

Agenda Item #11 – Presentation of FY 2025-2026 levy different than FY 2024-2025 levy. City Administrator Green stated this public hearing is required whenever the levy amount is going to change from the previous budget year. The change in the real dollar amount is going up, but the levy is going down. The budget includes the maximum amount to be requested without having to go to the joint public hearing. The budget is based on a combination of growth plus two percent so the maximum for the city is 2.92%. This year's tax rate is 0.284501 down from 0.286553 or -1% in the 2024-2025 budget.

Agenda Item #12 – There were no comments from the public.

Agenda Item #13 – Mayor Rump closed the public hearing.

Agenda Item #14 – Motion by Rick Paulsen, second by James Letcher to adjourn the meeting at 6:55 pm. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

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Melinda K. Rump, Mayor

ATTEST:

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Brenda Wheeler, City Clerk

City of Blair Regular Council Meeting  
September 9, 2025

The Mayor and City Council met in regular session in the City Council Chambers on September 9, 2025, at 7:00 p.m. The following were present: Gary Banner, Brent Clark, Kirk Highfill, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, and Frank Wolff. 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, HR Manager Guhl, 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 Item #1, #2 and #3 – Mayor Rump called the meeting to order followed by Roll Call and the Pledge of Allegiance.

Agenda Item #4 – Consent agenda approved the following; 4a) Approval of Minutes of the August 26, 2025 meeting, 4b) Clerk report of Mayoral Action of August 26, 2025 meeting, 4c) Claims as recommended by the Finance Committee, 4d) City Department reports for August, 2025, 4e) Consider a manager application in reference to the Liquor License for Walmart, Inc - 1882 Holly St., and 4f) Resolution 2025-82 approving the request for keno/city funding by American Legion Post 154 for the purchase of a new refrigerator for the concession stand at the City Baseball Memorial Field. Motion by James Letcher, second by Frank Wolff to approve the Consent Agenda. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #5 – Fire Chief Leonard presented two new members for the Blair Volunteer Fire Department (BVFD). Brian Keller, present, has lived in Blair for four years and was a former EMT in California. Kyle Herber lives in Blair and has (19) years with the Omaha Fire Department serving as captain. Both individuals will be a great asset to the BVFD. Council member Highfill introduced Resolution 2025-83 approving Kyle Herber and Brian Keller as new members of the Blair Volunteer Fire Department. Motion by Kirk Highfill, second by Rick Paulsen to adopt Resolution No. 2025-83 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #6 – Motion by James Letcher, second by Frank Wolff to recommend to the Nebraska Liquor Commission approval of a new Liquor License for Korman Bar & Grill, LLC dba Black Label Blair, 1631 Washington St., Blair, for a Class I Liquor License (Beer, Wine, Distilled Spirits, On Sale Only). Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James

Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #7 – City Administrator Green presented the annual appropriations bill for the budget to include the total amount of resources available. General Fund 10,393,727.33, Debt Service Fund 15,292,676.97, Street Fund 26,830,131.62, Rescue Squad Fund 667,846.27 (accumulating it this year to pay cash for the new rescue squad-this fund should keep increasing), Sales Tax Fund 5,291,456.95, Insurance & Wellness Fund 513,503.04, Wastewater Fund 7,067,790.48, Water Fund 30,724,653.42, Hotel Occupation Tax Fund 262,770.98 (have receipts coming in on a regular basis but then use around town for community betterment), Donated Funds 194,397.33, Economic Development (LB840) Fund 3,660,063.42 (grant for the state for remodeling at Dana College for Lutheran family for a remodel), KENO Fund 419,568.91, Community Redevelopment TIF 3 Fund 50,371.76 (incremental part of the tax that is captured and held in this fund to reimburse them-distributing back to them), Community Redevelopment TIF 4 Fund 246,637.98, Community Redevelopment TIF 5 Fund 66,264.19, Community Redevelopment TIF 6 Fund 8,320.12, Community Redevelopment TIF 7 Fund 39,270.03, Community Redevelopment TIF 8 Fund 3,100.00, Community Redevelopment TIF 9 Fund 0.00 (this will cycle out because this project did not happen), Community Redevelopment TIF 10 Fund 7,500.00 - Honey B. Total All Funds \$101,750,050.80. Council member Willis introduced Ordinance 2593 to adopt the Budget Statement for FY 2025-2026 and to be termed the "Annual Appropriation Bill" appropriating such sums of money necessary to defray all necessary expenses and liabilities of the City of Blair, Nebraska for FY 2025-2026.

**AN ORDINANCE TO ADOPT THE BUDGET STATEMENT AND TO BE TERMED THE "ANNUAL APPROPRIATION BILL"; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF BLAIR, NEBRASKA, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF OCTOBER, 2025 AND SPECIFYING THE OBJECT AND PURPOSE OF EACH APPROPRIATION AND THE AMOUNT FOR EACH OBJECT AND PURPOSE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.**

Council member Kevin Willis 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: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. 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. Mayor Rump declared the motion carried.

Said Ordinance was then read by title and thereafter Council member Kevin Willis 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. 2593 be passed and adopted?" Upon roll call vote, the following Council members voted: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. 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 presented a resolution that is required by state law. The 2025-2026 fiscal year property tax request is set at General Fund \$2,389,692.75, Street Fund \$259,870.37, and Debt Service \$509,038.17 for a total of \$3,158,601.30. This is the amount the city is taking from property tax. The total assessed value of property (\$1,110,225,024) differs from last year's total assessed value (\$1,071,009,083) by 3.66%. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.276430 per \$100 of assessed value. The City of Blair proposes to adopt a property tax request that will cause its tax rate to be as follows: General Fund \$0.215244, Street Fund \$0.023407, Debt Service \$0.045850, or a total tax rate of \$0.284501 per \$100 of assessed value. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Blair will increase last year's budget by 9.42%. Bottom line dollar amount has increased. This is the overall total of all the funds. The proposed budget for fiscal year 2025-2026 for the City of Blair will require an increase in property taxes of 2.92% from the previous year. State statute allows up to three cents for the Blair Airport Authority. The property tax rate for the Authority is set at \$0.030134 per \$100 of assessed value. Council member Letcher introduced Resolution 2025-84 setting the levy for the City of Blair and Blair Airport Authority for FY 2025-2026. Motion by James Letcher, second by Brent Clark to adopt Resolution No. 2025-84 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #9 – Director of Public Works Heaton stated the proposed resolution would approve the one-year plan for street improvements for FY 2025-2026. The one-year plan includes mill and overlay projects budgeted at \$450,000 and funding for the Honey B Lane project. Council member Clark introduced Resolution 2025-85 approving the one-year plan for street improvements for FY 2025-2026. Motion by Brent Clark, second by James Letcher to adopt Resolution No. 2025-85 as presented. Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #10 – Director of Public Works Heaton stated the proposed stop sign would be installed at 21<sup>st</sup> and South Street heading northbound. Visibility at this intersection is limited and installing a stop sign will encourage people to take a second look. The Transportation Committee recommended approval. Council member Wolff introduced Resolution 2025-86 for the installation of a stop sign on 21st street at South (Northbound). Motion by Frank Wolff, second by Rick Paulsen to adopt Resolution No. 2025-86 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #11 – City Administrator Green stated the proposed agreement would allow JEO to complete a Blight and Substandard study for the industrial area along Highway 30 East. Cities are required by law to hire an independent party to prepare a study which will then be presented through public hearings to the Planning Commission and City Council. If approved, the area would then be eligible for a tax increment financing project. First class cities are limited to the amount of square footage that can be included in a redevelopment district which is 35%. Blair is currently at 32%. If it goes over 35%, then several areas would be removed. The total cost for the study is \$7500, which is in the current budget. JEO will provide planning services to comply with state regulations. The Judiciary Committee recommended approval. Council member Highfill introduced Resolution 2025-87 approving an agreement with JEO Engineering to conduct a Blair East Industrial Blight Study along Highway 30 East. Motion by Kirk

Highfill, second by James Letcher to adopt Resolution No. 2025-87 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted as follows: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #12 – City Administrator Green stated the Council will be going into executive session and will have two actionable items after they come out of executive session. The public is invited to return after the session has ended. Green also noted new job descriptions, CAT recommendations and salary increases will be considered at the next meeting. Public Safety and Communications Coordinator Dunn gave an overview of the newly updated city website. Director of Public Works Heaton gave an update on the traffic light installation on Highway 75 at the Hollow Road Bypass intersection.

Agenda Item #13 – Motion by Kevin Willis, second by Rick Paulsen to go into Executive Session at 7:43 p.m. for the protection of the public interest for the following: 1) Potential Litigation and 2) Possible Litigation involving the City of Blair to preserve the attorney client privilege. No action to be taken. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared a motion carried. Mayor Rump then stated: As you may remember, the Executive Session was limited to the following subjects: 1) Potential Litigation and 2) Possible Litigation involving the City of Blair and to preserve the attorney client privilege. Motion by Kevin Willis, second by Kirk Highfill to come out of Executive Session and reconvene as a City Council at 8:26 p.m. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried. Mayor Rump then stated: As you may remember, the Executive Session was limited to the following subjects: for the protection of the public interest for the following: 1) Potential Litigation and 2) Possible Litigation involving the City of Blair to preserve the attorney client privilege.

Agenda Item #14 – Director of Public Works Heaton stated the proposed resolution would extend the agreement with HDR to provide engineering services for phase 5. With the work on Phase 5 nearly complete, staff have been working with HDR on fine-tuning design issues identified during construction. Namely, to enhance safety in the chlorine room and implement redundancies to ensure the plant operates smoothly. Staff are also working with HDR to develop a maintenance plan for the existing plants' deferred maintenance items. Now that Phase 5 is up and running, staff can focus on improving the current facility. HDR will also be heavily involved in completing the industrial water main project and assisting with any potential arbitration proceedings that may arise after the project is completed. Given the extra work, HDR has amended its contract to add additional time and fees. This amendment will add \$181,400, bringing the new total of their contract to \$2,314,824. Council member Letcher introduced Resolution 2025-88 approving Amendment 9 with HDR for Engineering Services for Phase 5 of the Water Treatment Plant Expansion. Motion by James Letcher, second by Brent Clark to adopt Resolution No. 2025-88 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #15 – Director of Public Works Heaton stated the proposed resolution would approve a fee agreement with the law firm Young & White to help with land acquisition issues on the potential new elevated water tower the city is working on with the NDR to expand their system. The city is working with HDR to help determine the best location of constructability and ease of access. Council member

Letcher introduced Resolution 2025-89 approving a Fee Agreement with Young and White Law Office to represent the city on the New Water Tower Project and Land Acquisition. Motion by James Letcher, second by Rick Paulsen to adopt Resolution No. 2025-89 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #16 – Motion by Gary Banner, second by Kent Long to adjourn the meeting 8:32 p.m. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

The following claims were approved: Abe's Trash Service, Inc, Svc, 1905.75; A Vital signs Unlimited, Svc, 50.00; Aflac, Svc, 1173.58; Air Products & Chemicals, Inv, 6708.47; Aj's Service & Repair, Svc, 947.50; Akrs Equipment, Inv, 64.26; Amazon, Inv, 5071.26; American Underground, Inv, 50023.43; Aqua-Chem Inc, Inv, 54.45; Arps Red-E-Mix Inc, Inv, 4153.20; Automatic Systems Co, Svc, 46892.22; Beiermann Jeff, Svc, 135.80; Bennett Construction, Svc, 50.00; Bennington Volunteer Fire, Inv, 600.00; Bi-State Motor Parts, Inv, 577.82; Bjork Brandi Lee, Svc, 77.65; Black Hills Energy, Svc, 810.81; Blair Ace Hardware, Inv, 1486.23; Blair Garden Center, Inv, 393.96; Blue Cross & Blue Shield, Svc, 102205.53; Bomgaar Supply Inc, Inv, 308.95; Bound Tree Medical Llc, Inv, 1451.21; Braniff Service, Svc, 590.00; Buds Auto Repair, Svc, 98.87; Burton Plumbing, Svc, 216.00; Carquest Auto Parts, Inv, 251.18; Cdw Government Inc, Inv, 2193.28; Cintas Corporation #749, Svc, 3137.96; City Wide Facility Sol, Svc, 3019.00; Clear Image Signs, Svc, 250.00; Core & Main, Inv, 357.83; Country Tire Inc, Svc, 1532.07; Danko Emergency Equipment, Inv, 3640.95; Datashield, Svc, 87.53; Demco Inc, Inv, 796.77; Design 8 Studios, Svc, 50.00; Dick's Electric Co, Svc, 180.00; Domain Directory Llc, Svc, 289.00; Eakes Office Solutions, Inv, 4564.21; Edge Underground Llc, Svc, 22300.00; Electronic Engineering, Inv, 4319.40; Enterprise Publishing Co, Svc, 938.85; Eric Adams Contracting, Svc, 50.00; Fairway Oil Co, Inv, 72.65; Felsburg Holt & Ullevig, Svc, 1178.34; Finn Michael, Svc, 50.00; First Impression Signs, Svc, 50.00; Firstnet At&T Mobility, Svc, 241.02; Fremont Electric, Svc, 176.60; Gaylord Bros Inc, Inv, 31.82; Grainger, Inv, 344.12; Great Plains Communic, Svc, 3050.45; Haney Anthony, Svc, 200.00; Hdr Engineering Inc, Svc, 38273.58; Heimos Emeline, Reimb, 23.45; Henton Trenching Inc, Svc, 5372.50; Hotsy Equipment Co, Svc, 1995.70; Hull Faith, Emp, 21.00; Ideal Construction, Svc, 500.00; Idexx Distribution Inc, Inv, 751.35; Ingram Library Services, Inv, 1195.47; Install Nation, Svc, 50.00; Jackson Services, Svc, 486.02; Jensen Well Company Inc, Svc, 375.00; Jeo Consulting Group Inc, Svc, 2013.50; Jk Fencing, Svc, 50.00; John Deere Financial, Svc, 64.26; Kelly Ryan Equipment Co, Svc, 206.26; Ksm Promotions Inc, Svc, 995.00; Laminator.Com, Inv, 404.49; Larm, Svc, 269.47; League Of Ne Municipality, Svc, 5254.00; Lexis Nexis, Svc, 295.00; Macqueen Equipment, Inv, 10632.06; Mammoth Containers, Svc, 5885.00; Martin Marietta Material, Inv, 4001.66; Matheson Tri-Gas Inc, Inv, 445.74; Micro Marketing, Inv, 210.24; Midland Scientific Inc, Svc, 519.23; Midwest Laboratories, Svc, 911.64; Midwest Mudjacking Inc, Svc, 3240.00; Mississippi Lime Co, Inv, 47226.09; Motorola, Util, 267026.10; Mph Industries Inc, Inv, 1121.63; Nalco Company, Inv, 1522.14; Nastase Roofing, Svc, 979.00; Ndee - Fiscal Services, Svc, 81.40; Nebraska Rural Water, Svc, 550.00; Ninjaone Llc, Svc, 407.00; Olson Grading, Svc, 2443.11; One Call Concepts Inc, Svc, 266.63; One Source, Svc, 48.00; Oppd (Utilities), Svc, 106252.24; O'reilly Auto Parts, Inv, 151.96; Orkin Llc, Inv, 71.27; Philby Ryan, Svc, 500.00; Pioneer Cleaning Llc, Svc, 600.00; Point C, Dues, 75.00; Poulsen Calvin, Svc, 2275.00; Quick Med Claims Llc, Svc, 2051.65; R & L Carriers Inc, Svc, 164.19; Raka Rentals, Svc, 9951.94; S & S Pumping Service, Svc, 14160.00; S.E. Smith & Sons, Inv, 116.34; Salina Blue, Inv, 800.00; Sapp Bros Petroleum, Inv, 63.53; Sei Builders, Svc, 500.00; Sign Depot, Svc, 266.96; Signworks Inc, Svc, 100.00; Spartan Stores Llc, Inv,

81.43; Streakwave Wiresee Inc, Inv, 6565.77; Sts Truck Service, Svc, 938.62; Superior Green, Svc, 22350.24; Talbot Law Office, Serv, 1845.00; The Guardian Life Ins Co, Svc, 6266.83; Thermal Heating Air And, Svc, 2320.33; Thiele Geotech Inc, Svc, 3783.50; Three Rivers Clerks Assoc, Dues, 20.00; Titan Machinery, Inv, 496.33; Trekk Design Group, Svc, 13560.00; Tyler Construction Llc, Svc, 500.00; Us Postal Service, Inv, 1964.48; Us Postal Service -Ft Cal, Svc, 1000.00; Usabluebook, Inv, 469.39; Vacha Sam, Svc, 500.00; Verizon, Svc, 711.29; Wakefield Towing And Reco, Svc, 1700.00; Washington Co Treasurer, Svc, 5780.00; Waste Management, Inv, 56.75; Western Oil Ii Llc, Inv, 5184.53; Wood Deborah, Svc, 400.00.

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Melinda K. Rump, Mayor

ATTEST:

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Brenda Wheeler, City Clerk

Seal

**CLAIMS REPORT****09/01/2025 - 09/23/2025**

<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>	<b>CHECK #</b>	<b>CHECK DATE</b>
ABE'S TRASH SERVICE INC	SVC	265.00	55704	9/23/2025
ACCO UNLIMITED CORP	INV	3,397.68	55705	9/23/2025
ADVANTAGE LAWN CARE LLC	SVC	2,000.00	55706	9/23/2025
AIR PRODUCTS & CHEMICALS	INV	5,035.21	55707	9/23/2025
AMERISOURCE HR CONSULTING GRP		2,250.00	24038605	9/4/2025
BLACK HILLS ENERGY	SVC	49.76	24038607	9/8/2025
BLACK HILLS ENERGY	SVC	68.44	24038608	9/8/2025
BLACK HILLS ENERGY	SVC	96.59	24038609	9/8/2025
BLACK HILLS ENERGY	SVC	88.69	24038610	9/8/2025
BLACK HILLS ENERGY	SVC	49.76	24038611	9/8/2025
BLACK HILLS ENERGY	SVC	103.01	24038612	9/8/2025
BLACK HILLS ENERGY	SVC	153.82	24038613	9/8/2025
BLACK HILLS ENERGY	SVC	74.38	24038614	9/8/2025
BLACK HILLS ENERGY	SVC	53.25	24038615	9/8/2025
BLACK HILLS ENERGY	SVC	54.74	24038616	9/8/2025
BLACK HILLS ENERGY	SVC	70.57	24038617	9/8/2025
KORMAN BAR & GRILL LLC		70,000.00	55708	9/23/2025
BOMGAARS SUPPLY INC	INV	964.14	55710	9/23/2025
JAMES NIELSEN		10,201.65	55711	9/23/2025
BUDS AUTO REPAIR	SVC	193.45	55712	9/23/2025
CDW GOVERNMENT INC	INV	379.56	55713	9/23/2025
CEDE & CO	2022 VP BONDS	121,254.38	24038598	9/15/2025
CEDE & CO	2017 VP BOND F	440,000.00	24038599	9/15/2025
CITY OF BLAIR	SVC	794.63	24038618	9/8/2025
CITY OF BLAIR	PD PETTY CASH	161.51	EFT	9/23/2025
CIVICPLUS		5,355.00	55715	9/23/2025
CORE & MAIN LP	INV	18,114.04	55716	9/23/2025
DATASHIELD	SVC	87.53	55717	9/23/2025
DEMCO INC	INV	1,004.67	55718	9/23/2025
DICK'S ELECTRIC CO	SVC	1,684.82	55719	9/23/2025
JACOB DUNN	EMP	774.85	55720	9/23/2025
WASHINGTON COUNTY ENTERPRISE	SVC	953.53	55721	9/23/2025
FIRST NATIONAL BANK	SVC	5,953.54	24038619	9/8/2025
FIRSTNET AT&T MOBILITY	SVC	193.59	55722	9/23/2025
FRAHM'S STUMP REMOVAL	SERV	1,775.00	55723	9/23/2025
GRAINGER	INV	95.16	55724	9/23/2025
GREAT PLAINS UNIFORMS LLC	INV	265.95	55725	9/23/2025
HACH CO	INV	984.71	55726	9/23/2025
HAWKINS INC	SVC	14,124.00	55727	9/23/2025
HENTON TRENCHING INC	SVC	3,860.00	55728	9/23/2025
HUNTEL SECURITY	SVC	294.68	55729	9/23/2025

**CLAIMS REPORT****09/01/2025 - 09/23/2025**

<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>	<b>CHECK #</b>	<b>CHECK DATE</b>
INGRAM INDUSTRIES INC	INV	1,306.74	55730	9/23/2025
JEO CONSULTING GROUP INC	SVC	8,056.50	55731	9/23/2025
K & K MASONRY INC	SVC	10,400.00	55732	9/23/2025
KRW CONSTRUCTION	SVC	68,000.00	55733	9/23/2025
LAMP RYNEARSON & ASSOC INC	SERV	78,000.00	55734	9/23/2025
LANGUAGE LINE SERVICES	SVC	276.09	55735	9/23/2025
LEAGUE OF NE MUNICIPALITIES	SVC	15.21	55736	9/23/2025
LUXA CONSTRUCTION	SVC	500.00	55737	9/23/2025
MC WELLS CONTRACTING, LLC		382,433.79	55738	9/23/2025
MCKINNIS ROOFING & SHEET METAL	SVC	290.26	55739	9/23/2025
MENARDS		896.41	55740	9/23/2025
MICROMARKETING LLC	INV	53.58	55741	9/23/2025
MID-AMERICAN BENEFITS LLC	SVC	776.00	24038604	9/2/2025
MIDWEST MARITIME SERVICES		91,249.00	55742	9/23/2025
MISSISSIPPI LIME CO LLC	INV	46,189.73	55743	9/23/2025
NALCO COMPANY	INV	66,988.98	55744	9/23/2025
NAVIGATE360 LLC	SVC	1,311.27	55745	9/23/2025
NEBRASKA DEPT OF REVENUE	SVC	18,494.72	55746	9/23/2025
NEBRASKA LIBRARY ASSOC	SVC	75.00	55747	9/23/2025
NE MUNICIPAL CLERKS ASSOC	SVC	300.00	55748	9/23/2025
NEBRASKA PUBLIC HEALTH	SVC	1,090.00	55749	9/23/2025
OLSSON ASSOCIATES	SVC	13,629.43	55750	9/23/2025
OMG NATIONAL	INV	217.77	55751	9/23/2025
THE PIN CENTER		577.00	55752	9/23/2025
POINT C	DUES	2,565.36	55753	9/23/2025
POINT C	DUES	2,678.48	24038620	9/12/2025
POINT C	DUES	1,964.87	24038624	9/19/2025
POLICEONE.COM		1,360.00	55754	9/23/2025
POUNDS PRINTING INC	INV	25.00	55755	9/23/2025
PRINCIPAL FINANCIAL GROUP	PAYROLL	11,497.16	24038600	9/19/2025
PRINCIPAL FINANCIAL GROUP	PAYROLL	10,007.98	24038601	9/19/2025
PRINCIPAL FINANCIAL GROUP	PAYROLL	10,623.82	24038602	9/19/2025
PRINCIPAL FINANCIAL GROUP	PAYROLL	9,387.59	24038621	9/5/2025
PRINCIPAL FINANCIAL GROUP	PAYROLL	10,949.79	24038622	9/5/2025
PRINCIPAL FINANCIAL GROUP	PAYROLL	10,103.42	24038623	9/5/2025
PROJECT ADVOCATES	SVC	6,113.00	55756	9/23/2025
PVS DX INC	INV	30.00	55757	9/23/2025
RAKA RENTALS		9,951.94	55758	9/23/2025
SAMS CLUB MC/SYNCB	INV	1,365.36	24038606	9/4/2025
SAPP BROS PETROLEUM INC	INV	2,194.09	55759	9/23/2025
SID DILLON CHEVROLET BLAIR	SVC	102.81	55760	9/23/2025

**CLAIMS REPORT**

**09/01/2025 - 09/23/2025**

<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>	<b>CHECK #</b>	<b>CHECK DATE</b>
THE SIGN DEPOT	SVC	964.89	55761	9/23/2025
STREAKWAVE WIRELSEE INC	INV	2,238.88	55762	9/23/2025
LEATHAM FAMILY LLC	INV	302.50	55763	9/23/2025
TAYLOR QUIK-PIK	INV	60.51	55776	9/23/2025
THERMAL HEATING AIR & PLUMBING	SVC	910.84	55764	9/23/2025
THOMPSON SOLUTIONS GROUP	SVC	2,338.25	55765	9/23/2025
TREKK DESIGN GROUP	SVC	12,660.00	55766	9/23/2025
US POSTAL SERVICE	SVC	2,500.00	55703	9/12/2025
USABLUEBOOK	INV	1,531.76	55767	9/23/2025
VELOCITY SYSTEMS LLC		796.00	55768	9/23/2025
VIKING-CIVES MIDWEST INC	INV	109,695.00	55769	9/23/2025
WAKEFIELD TOWING AND RECOVERY	SVC	200.00	55771	9/23/2025
WAKEFIELD TOWING AND RECOVERY	SVC	400.00	55775	9/23/2025
WASHINGTON CO COURT	SVC	47.00	55772	9/23/2025
WASHINGTON COUNTY REGISTER	SVC	78.00	55773	9/23/2025
WASTE MANAGEMENT OF NE	INV	90.69	55774	9/23/2025
<b>***** REPORT TOTAL *****</b>		<b>1,730,143.76</b>		

# November

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown
2 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown	3 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	4 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	5 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	6 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	7 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	8 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown
9 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown	10 Cleanup 4 to 6 p.m. NO BURNING ALLOWED	11 Cleanup 4 to 6 p.m. NO BURNING ALLOWED	12 Cleanup 4 to 6 p.m. NO BURNING ALLOWED	13 Cleanup 4 to 6 p.m. NO BURNING ALLOWED	14 Cleanup 4 to 6 p.m. NO BURNING ALLOWED	15 Cleanup 4 to 6 p.m. NO BURNING ALLOWED
16 Cleanup 4 to 6 p.m. NO BURNING ALLOWED	17	18	19	20	21	22
23	24	25	26	27	28	29
30						



# CITY OF BLAIR

## Citizen Request for Agenda Item or Administrative Action

Date: 9-16-25

Phone: 402-706-0742

Name: Mike Rooks

Address: 1646 Washington St. Blair NE

Email Address: [mrooks@selectgreateromaha.com](mailto:mrooks@selectgreateromaha.com)

### Explanation of Request:

Requesting a liquor permit for a beer garden the night of the Art Alley Pop up Night Market October 2, 2025. El Vallarta will apply to the state for the SDL.

### Action Requested:

Approve El Vallarta for the liquor license.

(Signature of Requestor)

Michael Rooks

Print Name

Council meetings are held on the 2<sup>nd</sup> & 4<sup>th</sup> Tuesdays of every month. All requests for the Agenda must be submitted by noon on the Thursday preceding the Council meeting. Any item received after this time would have to be of an emergency nature. Once a request is received, the Administration will review it and determine whether or not it requires Mayor/Council action, or whether it is an item that needs to be managed by staff.





# CITY OF BLAIR

## Citizen Request for Agenda Item or Administrative Action

Date: 9-18-25

Phone: 402-380-8334

Name: Dillon Johnson

Address: 110 W. Brewster Ave Oakland, NE 68045

Email Address: dillonjohnson8@hotmail.com

### Explanation of Request:

Asked to provide Bar service for Blair Firemen Appreciation Dinner at the Catholic Church in Blair City limits on November 1<sup>st</sup> 2025

### Action Requested:

Approval of SOL Permit to serve Liquor + Beer at the event.

  
(Signature of Requestor)

Dillon Johnson  
Print Name

Council meetings are held on the 2<sup>nd</sup> & 4<sup>th</sup> Tuesdays of every month. All requests for the Agenda must be submitted by noon on the Thursday preceding the Council meeting. Any item received after this time would have to be of an emergency nature. Once a request is received, the Administration will review it and determine whether or not it requires Mayor/Council action, or whether it is an item that needs to be managed by staff.



RESOLUTION NO. 2025

COUNCIL MEMBER INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has a Volunteer Fire Department and Volunteer Rescue Squad Department that provide Emergency response services to the City of Blair.

WHEREAS, pursuant to Neb. Rev. Stat. §16-222 and the Blair City Code, Chapter 3, Article 3, §3-403, after a lawful election by the Blair Volunteer Fire Department and Volunteer Rescue Squad Department, a person may be appointed as a Blair Volunteer Fire Department Administrative Officer by the Mayor, with the approval of the Blair City Council;

WHEREAS, Blair Fire Department recommends that Skyler Puffer be appointed as Fire Captain of the Blair Volunteer Fire Department;

NOW, THEREFORE, BE IT RESOLVED that Skyler Puffer is hereby appointed to the position of Fire Captain of the Blair Volunteer Fire Department, and the above resolution 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". COUNCIL MEMBERS NONE VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND ADOPTED THIS 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

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

Filing Date 8-14-2025

Receipt Number 200147

**APPLICATION FOR CONDITIONAL USE PERMIT**

1. Mike Royce + Associates 334 N. 16<sup>th</sup> St Blair 402-657-9116  
Applicant's Name Mailing Address Telephone

Email: blu4252@aol.com

2. Leticia K... L... 402-611-0951  
Agent's Name Mailing Address Telephone

3. Mike Royce 15707 S. 234<sup>th</sup> St. Gretna, NE 68028 402-657-9116  
Owner's Name Mailing Address Telephone

4. 330 N. 16<sup>th</sup> St, BC Lot 15, W15' Lot 14 + Pt of Vac St, BIK 16  
Address and Legal Description of Location - Subject Property

A/ML  
Current Zoning

5. A/CH - Agricultural / Highway Commercial District. Required off street parking  
Describe the requested Conditional Use  
will still be determined by the schedule requirements of Section 1111.04 - Contractor's yard & office

6. Length of request: Ten (10) Years  
(All permits approved are for one (1) year unless otherwise noted)

[Signature] for Mike Royce 8.14.2025  
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 \_\_\_\_\_

NOTE: THIS CONDITIONAL USE PERMIT IS SUBJECT TO VETO BY THE MAYOR UNTIL THE NEXT REGULAR MEETING OF THE BLAIR CITY COUNCIL.

Filing Date 8/19/25

Receipt Number 200292

APPLICATION FOR CONDITIONAL USE PERMIT

1. Michael Bierman 10930 Lariat Ln Blair NE 68008 762-233-7626  
Applicant's Name Mailing Address Telephone

Email: bierman21@hotmail.com

2. \_\_\_\_\_  
Agent's Name Mailing Address Telephone

3. Steve Bierman 4320 C-Ave Marcus FA 51035 712-  
Owner's Name Mailing Address Telephone

4. 257 S12 T18 R11 E. of 6th PM  
Address and Legal Description of Location - Subject Property

A/ML  
Current Zoning

5. Use a portion of the building as a golf simulator  
Describe the requested Conditional Use  
for the public. Golfers would have a membership to  
use facility. 24/7 - badge entry - time

6. Length of request: 5 yrs -  
(All permits approved are for one (1) year unless otherwise noted)

Steve Bierman 8/17/25  
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 \_\_\_\_\_

NOTE: THIS CONDITIONAL USE PERMIT IS SUBJECT TO VETO BY THE MAYOR UNTIL THE NEXT REGULAR MEETING OF THE BLAIR CITY COUNCIL.



# Company Overview

**TEE'D UP GOLF SIMULATORS**

## Mission Statement

Offering golf enthusiasts a premium, membership-based indoor simulator experience with 24/7 access, zero staff, and seamless online reservations.

## Business Concept

An advanced, fully automated golf simulator lounge where members book time online, access via key card, and enjoy high-quality golf simulations at their convenience.

## Company History

Tee'd Up was created to redefine the golfing experience in Blair by removing the restrictions of traditional tee times and staffed operations. With 24/7 access, automated booking, and key-card entry, members get the freedom to play on their schedule, without interruptions. The goal is to blend cutting-edge technology with the passion for golf, offering an exclusive, self-service facility where golfers can train, compete, and enjoy the game whenever they want. Tee'd Up is more than just a business—it's a vision for golf without limits.

## Markets and Services

We cater to amateur and professional golfers, busy professionals, corporate groups, and social clubs looking for high-quality indoor play year-round. Whether it's off-season practice, networking events, or private tournaments, Tee'd Up offers an elite training and leisure environment without limitations.

## Operational Structure

Tee'd Up is a fully automated, 24/7 membership-based golf simulator facility, designed for convenience and efficiency. Members reserve their simulator time online and gain entry using personalized key cards, ensuring a seamless, self-service experience without the need for staff. The facility is equipped with high-end golf simulators, automated security monitoring, and a tech-driven reservation system that maximizes accessibility.

## Extra Accommodations

At Tee'd Up, comfort and convenience go hand in hand with your golfing experience. The facility is equipped with vending machines stocked with snacks and drinks, ensuring players can grab a quick refreshment between rounds. Additionally, members are welcome to bring their own alcoholic beverages, allowing for a relaxed, social atmosphere while enjoying the game. Whether you're unwinding solo or

## COMPANY OVERVIEW

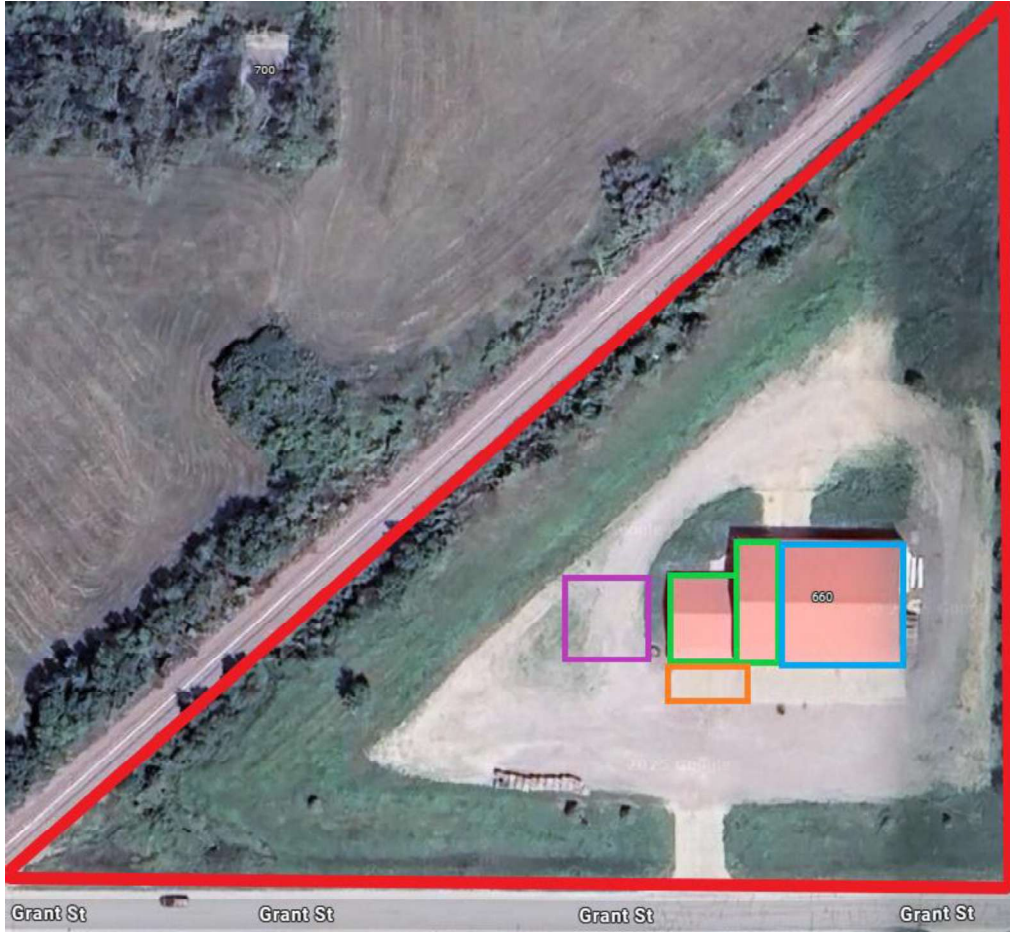
hosting a friendly competition, Tee'd Up provides the ultimate flexibility for a premium, self-service golf experience.

### Simulator Concept



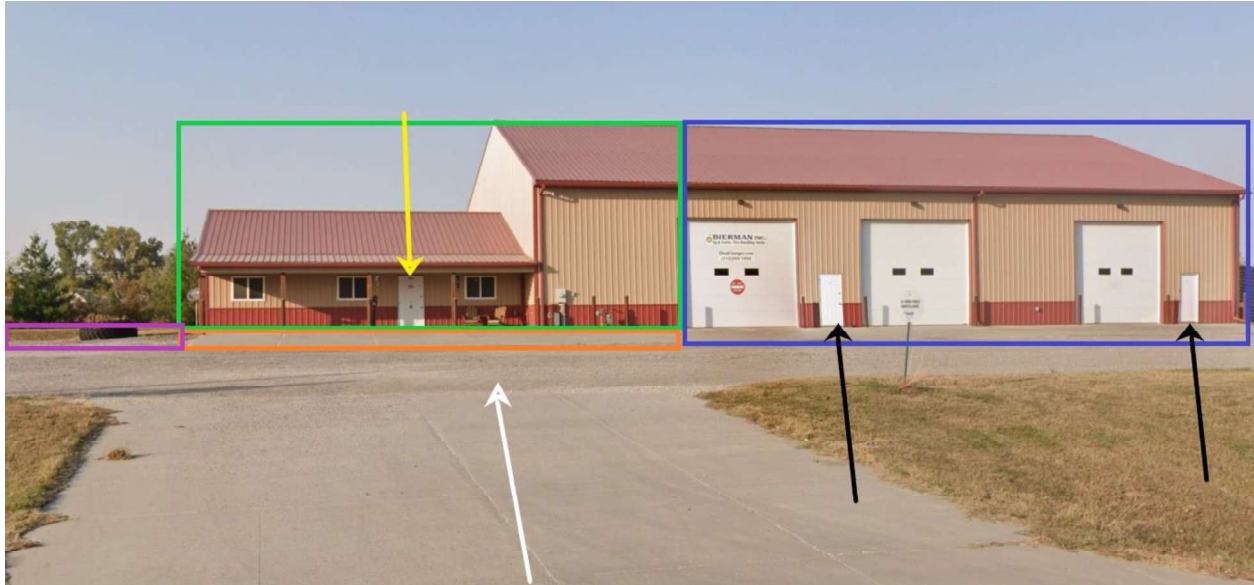
### Location

Tee'd Up will be housed within the Bierman Inc building at 660 Grant St, Blair, NE 68008, offering a spacious and accessible environment for golf enthusiasts. The facility features ample paved parking, handicap accessibility, restrooms, and plenty of room for multiple players to enjoy the simulators comfortably. Its convenient location and well-equipped space make it the ideal setting for a premium, self-service golf experience.

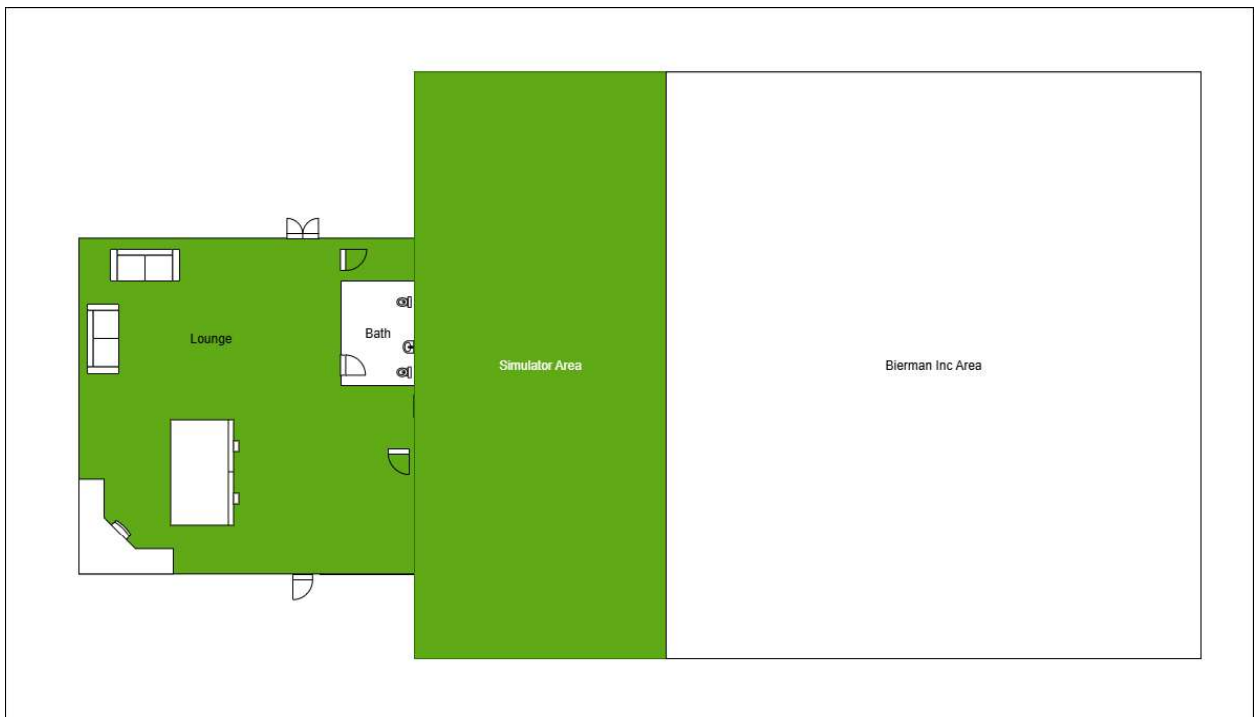


- Red: Rough outline of property boundary.
- Green: Proposed location for Tee'd Up Golf Simulators.
- Blue: Bierman Inc continued business.
- Orange: Paved parking for players with handicap accessibility.
- Purple: Additional gravel parking for players if needed.

COMPANY OVERVIEW



- Green: Proposed location for Tee'd Up Golf Simulators.
- Blue: Bierman Inc continued business.
- Orange: Paved parking for players with handicap accessibility.
- Purple: Additional gravel parking for players if needed.
- Yellow Arrow: Main entrance for Tee'd Up players.
- White Arrow: Driveway entrance for players off Grant St.
- Black Arrows: Main entrances for Bierman Inc.



ORDINANCE NO.

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY ZONING REGULATIONS, ARTICLE 7, AMENDING SECTION 701, RURAL RESIDENTIAL ESTATE DISTRICT AND OTHER RURAL RESIDENTIAL ESTATE REFERENCES IN THE ZONING BOOK BY REMOVING “RURAL” FROM “RURAL RESIDENTIAL ESTATE” TITLE AND DESCRIPTIONS AND MODIFYING ARTICLE 7, SECTION 701, TO INCLUDE “INSIDE THE CITY LIMITS AND IN THE CITY’S EXTRATERRITORIAL JURISDICTION (ETJ), 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 Article 10 Section 701; and

**WHEREAS**, the Mayor and City Council have been presented with Exhibit “A”, which outlines the amended language to be added to Article 7 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 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

BRENDA WHEELER, CITY CLERK

## ARTICLE 7 R RESIDENTIAL DISTRICTS

The purposes and objectives of the Residential Districts are to preserve and protect areas in the City which by their location, proximity to other land uses, the character of the natural environment, and accessibility to public services and facilities exhibit a high potential as living areas for the people. The regulations are intended to preserve the quality and character of existing residential neighborhoods, as well as encourage continuing maintenance and rehabilitation by ensuring that incompatible uses of the land will not encroach upon the residential areas.

### SECTION 701 ~~RRE RURAL~~ RE RESIDENTIAL ESTATE DISTRICT

701.01 INTENT: This district is intended primarily for application to subdivision of land in agricultural and scenic areas to: (a) permit the opportunity of developing estate-type lots ~~which, because of their size, cannot be economically accommodated within urban areas inside the city limits and in the city's Extra Territorial Jurisdiction (ETJ);~~ and (b) to encourage the provision of estate-type lots as a subdivision of land which will assure the provisions of at least those minimum physical improvements necessary to protect the health, safety and general welfare of people living on estate-type lots or parcels.

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

- (1) Single-family dwellings;
- (2) Raising of fruit and nut trees, vegetables and horticultural specialties;
- (3) Breeding, hatching, raising and fattening birds, rabbits, chinchillas, hamsters, or other small animals and fowl on a domestic and noncommercial basis, not to exceed one animal unit per acre, provided that no structure housing poultry or small animals shall be closer than fifty (50) feet to any property line, or closer than twenty-five (25) feet to any dwelling on the site.
- (4) The raising or keeping of horses, not to exceed one (1) animal unit per acre provided that no stable shall be located closer than fifty (50) feet to any property line or to any dwelling on the site.
- (5) Public and private playgrounds, parks, community centers and other recreational facilities for communal use on an exclusive noncommercial basis.
- (6) Electrical distribution substations, gas regulator stations, communications equipment buildings.
- (7) Public service pumping stations and/or elevated pressure tanks.
- (8) Row crop agricultural production (planting, fertilizing, harvesting) or alfalfa / feed grass production on parcels which have been regularly used for such production prior to January 1, 2011. No parcel in this zoning district shall be switched to this Use from a different use. Parcels three (3) acres or larger may continue with this Use and other Permitted or Excepted Uses with a minimum separation of fifty (50) feet from any other Use.

701.03 PERMITTED ACCESSORY USES AND STRUCTURES: Accessory uses and structure normally appurtenant to the permitted uses and structures and to uses and structures permitted as exceptions shall be permitted.

701.04 EXCEPTIONS: After the provisions of this Ordinance relating to exceptions have been fulfilled, the City Council may permit the following conditional uses as exceptions in the ~~RRE Rural~~ Residential Estate District in accordance with ARTICLE 14 of this Ordinance.

- (1) Home occupations.
- (2) Temporary subdivision sales offices and signs and model home display areas.
- (3) Signs subject to SECTION 1114 of this Ordinance.
- (4) Family day care home, not operated within a private dwelling, group day care home, and day care center.
- (5) Borrow area.
- (6) Private or Public Covered Bridges. Since covered bridges may cross or be located along property lines, the Planning Commission and City Council may waive the Minimum Yard Requirements for Primary Buildings and Accessory Buildings as well as the Creeks/Water Course Setback Requirements as part of their consideration of the conditional use permit.

701.05 CONDITIONS FOR GRANTING EXCEPTIONS: The requirements of ARTICLE 14 of this Ordinance shall apply as minimum requirements for granting exceptions in the ~~RRE Rural~~ RE Residential Estate District.

701.06 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the ~~RRE Rural~~ RE Residential Estate District.

701.07 MINIMUM LOT REQUIREMENTS:

- (1) The minimum lot area shall be:
  - (a) Three (3) acres, in which case a private sewer and private well are permissible, or
  - (b) 1.25 acres up to 2.99 acres with public water, or
  - (c) 30,000 square feet up to 1.249 acres with public water, sewer and paving.
- (2) Each lot shall have not less than eighty (80) feet of frontage, when a lot fronts on a cul-de-sac or loop street, where there are curbs and gutters and shall have not less than one hundred (100) feet of frontage where there are not curbs and gutters.

- (3) The minimum width of each lot shall be one hundred (100) feet.
- (4) Each lot shall have a depth of not less than one hundred fifty (150) feet.

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.
- (2) Rear yard: The minimum rear yard of a principal structure shall be twenty-five (25) feet.
- (3) Side yards: The minimum side yards of a principal structure shall be ten (10) feet.
- (4) Driveways shall have a maximum grade of ten (10) percent. Driveways and curb cuts shall be located not less than three (3) feet from the side lot line. Curb cuts for straight curbs and the flare for rolled curbs shall be three (3) feet wider than the driveway pavement on each side.

(4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

- (A) Side yard - Same as district in which accessory use is located except an accessory building may be located in the side yard as close as five (5)-feet to the property line, providing it is located between the rear building line of the principle building and the rear property line and no building shall be located within any easement or right-of-way.
- (B) Unattached garages may be located in the side yard adjacent to the primary structure, providing the design and construction of the garage are similar in style and color to the primary structure. The side-yard setback shall be seven (7) feet and the distance between the garage and the primary structure must be four (4) feet or more, with proper fire-resistant construction.
- (C) Front Yard – Accessory buildings may be located between the front building line of the principle building and the front property line, provided said accessory buildings meet front yard setback requirements only upon the approval of a conditional use permit. The conditional use permit may include, but not limited to, requirements for additional set back, landscaping, screening, etc.
- (D) Rear Yard - Unless specifically permitted, no accessory building shall be located closer than five (5) feet from the rear property line and no accessory building shall be located within any easement or right-of-way along the rear property line. If the accessory building requires vehicular access perpendicular to an alley, a minimum fifteen (15) feet access driveway is required between said accessory building and the alley.

701.085 ADDITIONAL SETBACK REQUIREMENTS – CREEKS/WATER COURSES: In addition to any other minimum yard requirements, no structure shall be installed or constructed in violation of Section 1110.5 of this Zoning Ordinance.

701.09 MAXIMUM LOT COVERAGE: The maximum lot coverage shall not exceed thirty (30) percent of the total lot area.

701.10 MAXIMUM HEIGHT: The height of all structures shall not exceed thirty-five (35) feet for the main structure. The size limitations for accessory structures shall be subject to the provisions of SECTION 1103 and SECTION 1105 of the Comprehensive Zoning Ordinance of the City of Blair, Nebraska.

701.11 SIGN REGULATIONS: All signs shall be in conformance with the regulations provided herein and with the provisions of SECTION 1114 of this Ordinance.

701.12 OFF-STREET PARKING: In granting a conditional use permit, the City Council may require that any or all of the proposed off-street parking be hard surfaced with either portland cement, concrete, or asphalt.

Notwithstanding the above, all such off street parking shall comply with the provisions of Section 1111.03 of this ordinance.

701.125 DRIVEWAYS: Driveways shall be paved as per section 303.01(51.5).

701.13 ADDITIONAL PAVING AND OTHER IMPROVEMENT REQUIREMENTS: In addition to the other requirements set forth above, the following conditions shall be required for any subdivision of land in the ~~Rural~~ Residential Estate District:

- (1) Paving Requirement – For any subdivision of land which has any platted lot(s) with an area of thirty thousand square feet up to 1.25 acres, all streets, curb and gutter shall be paved with asphaltic concrete or concrete in conformance with Section 603, et. seq. of the Subdivision Regulations for the City of Blair, Nebraska, and shall also have a public water supply system and a wastewater distribution system that conforms to the rules and regulations established by the State of Nebraska, Department of Environmental Quality Rules and Regulations (See Title 124 Chapter 4 of the DEQ Regulations, as amended from time to time)
- (2) For any subdivision of land which has any platted lot(s) with a minimum lot size of 1.25 acres up to 2.99 acres, such subdivision shall have a public water supply system and shall have a wastewater distribution system that conforms to the rules and regulations established by the State of Nebraska, Department of Environmental Quality’s Rules and Regulations (See Title 124 Chapter 4 of the DEQ Regulations, as amended from time to time)
- (3) For any subdivision of land which has a minimum lot size of 3 acres, the developer must include, as part of the preliminary plat and final, at least one soil percolation test for every five lots spaced evenly throughout the subdivision and shall have a wastewater distribution system that conforms to the rules and regulation established by the State of Nebraska, Department of Environmental Quality’s Rules and Regulations (See Title 124 Chapter 4 of the DEQ Regulations as amended from time tot time)
- (4) For any subdivision zoned ~~Rural~~ Residential Estate District shall contain a minimum of four

lots or be contiguous to land previously zoned as ~~Rural~~ Residential Estate District.

701.14 UTILITY AND LOT AREA FOR RESIDENTIAL STRUCTURES PER SECTION 1107

- (1) It shall be unlawful to occupy a residential structure or any building for living purposes that does not have an approved waste disposal system.
- (2) No waste absorption field (septic tank, cesspools, etc.) shall be constructed any closer than twenty-five (25) feet from any adjacent property line.
- (3) There shall be no waste absorption field located closer than fifty (50) feet from any other residential structure.
- (4) There shall be no waste absorption field located closer than fifty (100) feet from a water well provided; however, where geology and subsurface conditions and topography would indicate that seepage could reach the well supply, a greater distance shall be required.
- (5) An individual residential waste absorption field shall contain a minimum of ten-thousand (10,000) square feet, exclusive of the area required by structure. The entire tract shall contain not less than twenty-thousand (20,000) square feet. If tract is less than two (2) acres, public water must be available.

**(END OF SECTION)**

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## **ARTICLE 7 RE RESIDENTIAL DISTRICTS**

The purposes and objectives of the Residential Districts are to preserve and protect areas in the City which by their location, proximity to other land uses, the character of the natural environment, and accessibility to public services and facilities exhibit a high potential as living areas for the people. The regulations are intended to preserve the quality and character of existing residential neighborhoods, as well as encourage continuing maintenance and rehabilitation by ensuring that incompatible uses of the land will not encroach upon the residential areas.

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  - (c) 30,000 square feet up to 1.249 acres with public water, sewer and paving.
- (2) Each lot shall have not less than eighty (80) feet of frontage, when a lot fronts on a cul-de-sac or loop street, where there are curbs and gutters and shall have not less than one hundred (100) feet of frontage where there are not curbs and gutters.
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- (3) For any subdivision of land which has a minimum lot size of 3 acres, the developer must include, as part of the preliminary plat and final, at least one soil percolation test for every five lots spaced evenly throughout the subdivision and shall have a wastewater distribution system that conforms to the rules and regulation established by the State of Nebraska, Department of Environmental Quality’s Rules and Regulations (See Title 124 Chapter 4 of the DEQ Regulations as amended from time tot time)
- (4) For any subdivision zoned Residential Estate District shall contain a minimum of four lots or be contiguous to land previously zoned as l Residential Estate District.

701.14 UTILITY AND LOT AREA FOR RESIDENTIAL STRUCTURES PER SECTION 1107

- (1) It shall be unlawful to occupy a residential structure or any building for living purposes that does not have an approved waste disposal system.
- (2) No waste absorption field (septic tank, cesspools, etc.) shall be constructed any closer than twenty-five (25) feet from any adjacent property line.
- (3) There shall be no waste absorption field located closer than fifty (50) feet from any other residential structure.
- (4) There shall be no waste absorption field located closer than fifty (100) feet from a water well provided; however, where geology and subsurface conditions and topography would indicate that seepage could reach the well supply, a greater distance shall be required.
- (5) An individual residential waste absorption field shall contain a minimum of ten-thousand (10,000) square feet, exclusive of the area required by structure. The entire tract shall contain not less than twenty-thousand (20,000) square feet. If tract is less than two (2) acres, public water must be available.

**(END OF SECTION)**

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## Deputy City Administrator of Operations

**Reports to:** City Administrator

**FLSA Status:** Exempt

**Department:** Administration

**EEOC Class:** Professionals

**Updated:** September 15, 2025

**Job Code:**

### Job Summary

The Deputy City Administrator of Operations supports the City Administrator by overseeing the operations, administration, and coordination of the Library, Finance, Human Resources, City Clerk's Office, Legal, and Information Technology (IT). This position ensures that these departments and functions operate efficiently, in compliance with city ordinances, and in alignment with community goals. The Deputy City Administrator of Operations provides professional advice and support to the City Administrator, Mayor, and City Council in all areas within assigned responsibility.

### Essential Job Responsibilities

Under the direction of the City Administrator, and in compliance with State Statute and City Municipal Code, this position is responsible for:

- **Leadership & Oversight**
  - Coordinates and supervises the Library Director, Finance Director/City Treasurer, Human Resource Generalist, City Clerk, Non-lawyer/legal assistant, and IT Director.
  - Provides leadership, coaching, and evaluation of assigned department heads and supervisors.
  - Promotes interdepartmental collaboration to achieve city goals and enhance community services.
- **Strategic Planning & Policy Implementation**
  - Assists the City Administrator in developing and executing short- and long-term strategic plans in assigned areas.
  - Recommends policies, procedures, and programs to improve efficiency and effectiveness of assigned departments.
  - Ensures compliance with City Council directives, city ordinances, and applicable state and federal regulations.
- **Budget & Financial Management**
  - Oversees the budgeting process for assigned departments; monitors revenues and expenditures for compliance and fiscal responsibility.
  - Provides budgetary analysis and recommendations to the City Administrator and Council.
  - Assists with grant research, preparation, submission, and compliance for awarded programs.
- **Community & Public Relations**
  - Represents the City in interactions with residents, businesses, civic organizations, and governmental agencies in assigned areas.
  - Responds to public concerns in a professional and timely manner.
  - Coordinates with the Public Safety and Communications Coordinator on all media matters relating to assigned areas.

- **Council & Committee Support**
  - Attends City Council and Library Board meetings as required.
  - Provides professional reports, presentations, and policy recommendations to City leadership and governing bodies.
- **Other Duties**
  - Performs related duties as assigned by the City Administrator, Mayor, or City Council.

### **Education**

- High School Diploma or GED required.
- Bachelor's degree in public administration, business administration, or a related field required.
- Master's degree in public administration, business administration, or a related field preferred.

### **Experience**

- Minimum of five (5) years of progressively responsible municipal or public-sector management experience, including supervisory responsibilities.
- Strong knowledge of municipal administration and operations, and applicable laws and regulations.
- Demonstrated leadership, communication, and interpersonal skills, with a proven commitment to integrity and public service.
- Experience managing complex projects, including planning, coordination, and implementation across multiple departments.
- An equivalent combination of education and experience sufficient to successfully perform the job duties and responsibilities will also be considered.
- Familiarity with Microsoft Office software required.

### **Certifications and Licenses**

- Certified Public Administration certification preferred.

### **Work Environment**

- Work is performed primarily in an office environment with frequent attendance at meetings and community events. Work hours may occasionally include evenings and weekends. The position requires occasional work outdoors in varying weather conditions and in public settings. Duties may involve interaction with residents, community groups, and elected officials. Business attire is required for public meetings and official functions.

### **Travel**

- Less than 5% travel is required.

## Physical Requirements

Physical Activity	Rarely	Occasionally	Frequently	Constantly
	0% - 25% of time (0-2 hours per day)	26% - 50% of time (2-4 hours per day)	51% - 75% of time (4-6 hours per day)	76% - 100% of time (6-8 hours per day)
Carrying ≥ 20 lbs.	X			
Climbing	X			
Driving		X		
Finger Dexterity			X	
Hearing				X
Kneeling	X			
Lifting ≥ 20 lbs.	X			
Pulling ≥ 20 lbs.	X			
Pushing ≥ 20 lbs.	X			
Reaching	X			
Seeing				X
Sitting			X	
Standing			X	
Twisting		X		
Typing			X	
Walking			X	

### Disclaimer

The above statements are not intended to be an all-inclusive list of the duties and responsibilities of the job described. Rather, they are intended to describe the general nature of the job. The City of Blair reserves the right to revise or change job duties and responsibilities as the need arises. This job description does not constitute a written or implied contract of employment.

**Review/Approvals**

I have read and understand this job description.

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Printed Name – Employee	Signature – Employee	Date
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Printed Name – Manager	Signature – Manager	Date
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Printed Name – City Administrator	Signature – City Administrator	Date
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## Deputy City Administrator of Public Safety

**Reports to:** City Administrator

**FLSA Status:** Exempt

**Department:** Administration

**EEOC Class:** Professionals

**Updated:** September 15, 2025

**Job Code:**

### Job Summary

The Deputy City Administrator of Public Safety supports the City Administrator by overseeing the operations, administration, and coordination of the Police Department, Community Development, Blair Executive Airport, Public Safety Communications and Fire Department. This position ensures that these departments and functions operate efficiently, in compliance with city ordinances, and in alignment with community goals. The Deputy City Administrator of Public Safety provides professional advice and support to the City Administrator, Mayor, and City Council in all areas within assigned responsibility.

### Essential Job Responsibilities

Under the direction of the City Administrator, and in compliance with State Statute and City Municipal Code, this position is responsible for:

- **Leadership & Oversight**
  - Coordinates and supervises the Police Chief, Community Development Director, Assistant Airport Manager, Public Safety and Communications Coordinator.
  - Provides leadership, coaching, and evaluation of assigned department heads and supervisors.
  - Promotes interdepartmental collaboration to achieve city goals and enhance community services.
- **Strategic Planning & Policy Implementation**
  - Assists the City Administrator in developing and executing short- and long-term strategic plans in assigned areas.
  - Recommends policies, procedures, and programs to improve efficiency and effectiveness of assigned departments.
  - Ensures compliance with City Council directives, city ordinances, and applicable state and federal regulations.
- **Budget & Financial Management**
  - Oversees the budgeting process for assigned departments; monitors revenues and expenditures for compliance and fiscal responsibility.
  - Provides budgetary analysis and recommendations to the City Administrator and Council.
  - Assists with grant research, preparation, submission, and compliance for awarded programs.
- **Community & Public Relations**
  - Represents the City in interactions with residents, businesses, civic organizations, and governmental agencies in assigned areas.
  - Responds to public concerns in a professional and timely manner.
  - Coordinates with the Public Safety and Communications Coordinator on all media matters relating to assigned areas.

- **Council & Committee Support**
  - Attends City Council, Planning Commission, and Airport meetings as required.
  - Provides professional reports, presentations, and policy recommendations to City leadership and governing bodies.
- **Other Duties**
  - Performs related duties as assigned by the City Administrator, Mayor, or City Council.

### **Education**

- High School Diploma or GED required.
- Bachelor's degree in public administration, business administration, or a related field required.
- Master's degree in public administration, business administration, or a related field preferred.

### **Experience**

- Minimum of five (5) years of progressively responsible municipal or public-sector management experience, including supervisory responsibilities.
- Strong knowledge of municipal administration and operations, and applicable laws and regulations.
- Demonstrated leadership, communication, and interpersonal skills, with a proven commitment to integrity and public service.
- Experience managing complex projects, including planning, coordination, and implementation across multiple departments.
- An equivalent combination of education and experience sufficient to successfully perform the job duties and responsibilities will also be considered.
- Familiarity with Microsoft Office software required.

### **Certifications and Licenses**

- Certified Public Administration certification preferred.

### **Work Environment**

- Work is performed primarily in an office environment with frequent attendance at meetings and community events. Work hours may occasionally include evenings and weekends. The position requires occasional work outdoors in varying weather conditions and in public settings. Duties may involve interaction with residents, community groups, and elected officials. Business attire is required for public meetings and official functions.

### **Travel**

- Less than 5% travel is required.

## Physical Requirements

Physical Activity	Rarely	Occasionally	Frequently	Constantly
	0% - 25% of time (0-2 hours per day)	26% - 50% of time (2-4 hours per day)	51% - 75% of time (4-6 hours per day)	76% - 100% of time (6-8 hours per day)
Carrying ≥ 20 lbs.	X			
Climbing	X			
Driving		X		
Finger Dexterity			X	
Hearing				X
Kneeling	X			
Lifting ≥ 20 lbs.	X			
Pulling ≥ 20 lbs.	X			
Pushing ≥ 20 lbs.	X			
Reaching	X			
Seeing				X
Sitting			X	
Standing			X	
Twisting		X		
Typing			X	
Walking			X	

### Disclaimer

The above statements are not intended to be an all-inclusive list of the duties and responsibilities of the job described. Rather, they are intended to describe the general nature of the job. The City of Blair reserves the right to revise or change job duties and responsibilities as the need arises. This job description does not constitute a written or implied contract of employment.

**Review/Approvals**

I have read and understand this job description.

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Printed Name – Employee	Signature – Employee	Date
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Printed Name – Manager	Signature – Manager	Date
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Printed Name – City Administrator	Signature – City Administrator	Date
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## Deputy City Administrator of Public Works

**Reports to:** City Administrator

**FLSA Status:** Exempt

**Department:** Administration

**EEOC Class:** Professionals

**Updated:** September 15, 2025

**Job Code:**

### Job Summary

The Deputy City Administrator of Public Works supports the City Administrator by overseeing the operations, administration, and coordination of the Parks, Utilities, Streets, Water Treatment, Wastewater Treatment, and Public Works administration. This position ensures that these departments and functions operate efficiently, in compliance with city ordinances, and in alignment with community goals. The Deputy City Administrator of Public Works provides professional advice and support to the City Administrator, Mayor, and City Council in all areas within assigned responsibility.

### Essential Job Responsibilities

Under the direction of the City Administrator, and in compliance with State Statute and City Municipal Code, this position is responsible for:

- **Leadership & Oversight**
  - Coordinates and supervises the Operations Superintendent, Projects Superintendent and Department Supervisors.
  - Provides leadership, coaching, and evaluation of assigned department heads and supervisors.
  - Promotes interdepartmental collaboration to achieve city goals and enhance community services.
- **Strategic Planning & Policy Implementation**
  - Assists the City Administrator in developing and executing short- and long-term strategic plans in assigned areas.
  - Recommends policies, procedures, and programs to improve efficiency and effectiveness of assigned departments.
  - Ensures compliance with City Council directives, city ordinances, and applicable state and federal regulations.
- **Budget & Financial Management**
  - Oversees the budgeting process for assigned departments; monitors revenues and expenditures for compliance and fiscal responsibility.
  - Provides budgetary analysis and recommendations to the City Administrator and Council.
  - Assists with grant research, preparation, submission, and compliance for awarded programs.
- **Community & Public Relations**
  - Represents the City in interactions with residents, businesses, civic organizations, and governmental agencies in assigned areas.
  - Responds to public concerns in a professional and timely manner.
  - Coordinates with the Public Safety and Communications Coordinator on all media matters relating to assigned areas.

- **Council & Committee Support**
  - Attends City Council and Park, Recreation and Cemetery meetings as required.
  - Provides professional reports, presentations, and policy recommendations to City leadership and governing bodies.
- **Other Duties**
  - Performs related duties as assigned by the City Administrator, Mayor, or City Council.

### **Education**

- High School Diploma or GED required.
- Bachelor's degree in public administration, business administration, or a related field required.
- Master's degree in public administration, business administration, or a related field preferred.

### **Experience**

- Minimum of five (5) years of progressively responsible municipal or public-sector management experience, including supervisory responsibilities.
- Strong knowledge of municipal administration and operations, and applicable laws and regulations.
- Demonstrated leadership, communication, and interpersonal skills, with a proven commitment to integrity and public service.
- Experience managing complex projects, including planning, coordination, and implementation across multiple departments.
- An equivalent combination of education and experience sufficient to successfully perform the job duties and responsibilities will also be considered.
- Familiarity with Microsoft Office software required.

### **Certifications and Licenses**

- Certified Public Administration certification preferred.

### **Work Environment**

- Work is performed primarily in an office environment with frequent attendance at meetings and community events. Work hours may occasionally include evenings and weekends. The position requires occasional work outdoors in varying weather conditions and in public settings. Duties may involve interaction with residents, community groups, and elected officials. Business attire is required for public meetings and official functions.

### **Travel**

- Less than 5% travel is required.

## Physical Requirements

Physical Activity	Rarely	Occasionally	Frequently	Constantly
	0% - 25% of time (0-2 hours per day)	26% - 50% of time (2-4 hours per day)	51% - 75% of time (4-6 hours per day)	76% - 100% of time (6-8 hours per day)
Carrying ≥ 20 lbs.	X			
Climbing	X			
Driving		X		
Finger Dexterity			X	
Hearing				X
Kneeling	X			
Lifting ≥ 20 lbs.	X			
Pulling ≥ 20 lbs.	X			
Pushing ≥ 20 lbs.	X			
Reaching	X			
Seeing				X
Sitting			X	
Standing			X	
Twisting		X		
Typing			X	
Walking			X	

### Disclaimer

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**Review/Approvals**

I have read and understand this job description.

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Printed Name – Employee	Signature – Employee	Date
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Printed Name – Manager	Signature – Manager	Date
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Printed Name – City Administrator	Signature – City Administrator	Date
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## Human Resource Generalist

**Reports to:** Deputy City Administrator of Operations

**Department:** Administration

**Updated:** September 16, 2025

**Job Code:**

**FLSA Status:** Nonexempt/Hourly

**EEOC Class:**

### Job Summary

The Human Resource (HR) Generalist is responsible for managing the organization's day-to-day HR and payroll functions. This position independently administers employee relations, payroll processing, HRIS updates, recruitment, benefits, and compliance activities. The HR Generalist ensures HR processes are carried out accurately, in accordance with applicable laws and policies, and provides direct support to employees and supervisors on routine HR matters.

### Essential Job Responsibilities

#### Employee Relations & Engagement

- Serve as the first point of contact for employees regarding HR policies, procedures, and workplace concerns.
- Assist managers and staff on employee relations, performance management, and conflict resolution.
- Assist employee engagement initiatives that support retention and organizational culture.

#### Recruitment & Onboarding

- Lead the full-cycle recruitment process, including job postings, candidate screening, interviews, and offers.
- Manage onboarding and orientation programs to ensure a smooth new-hire experience.
- Partner with hiring managers to assess staffing needs and create effective recruitment strategies.

#### Compliance & Policy Administration

- Maintain compliance with federal, state, and local employment laws and regulations.
- Update and communicate HR policies and procedures as needed.
- In coordination with the Non-Lawyer/Legal Assistant, assist in administering leave programs (FMLA, ADA, etc.) and ensure accurate documentation and compliance.

#### Compensation, Benefits & Payroll Support

- Administer employee benefit programs and serve as the point of contact for benefits inquiries.
- Serve as primary point for payroll to ensure accurate processing of employee data and time-off records.
- Support annual benefits enrollment and compensation reviews.

#### HR Operations & Strategy

- Maintain accurate HR records and prepare reports for leadership.
- Partner with senior leadership to develop and implement HR initiatives that align with organizational goals.
- Identify opportunities to improve HR processes, technology, and employee experience.
- Perform other duties as assigned.

**Education**

- High School Diploma or GED required.
- Bachelor's degree in Human Resources, Business Administration, or related field preferred.

**Experience**

- Minimum of three (3) years of experience in human resources, payroll, or administrative support required.
- Demonstrated ability to work independently.
- Strong knowledge of employment law and HR best practices.
- Excellent interpersonal and communication skills, with the ability to build trust across all levels of the organization.
- Proven ability to manage multiple priorities in a fast-paced environment.
- Proficiency with HRIS systems and Microsoft Office Suite.

**Certifications and Licenses**

- HR certification (PHR, SHRM-CP) preferred.

**Work Environment**

- Work is performed in a standard office environment geared toward collaboration. Business attire may be required for some meetings. All necessary office equipment is provided.

**Travel**

- Less than 5% travel is required.

## Physical Requirements

Physical Activity	Rarely	Occasionally	Frequently	Constantly
	0% - 25% of time (0-2 hours per day)	26% - 50% of time (2-4 hours per day)	51% - 75% of time (4-6 hours per day)	76% - 100% of time (6-8 hours per day)
Carrying ≥ 20 lbs.	X			
Climbing	X			
Driving	X			
Finger Dexterity			X	
Hearing				X
Kneeling	X			
Lifting ≥ 20 lbs.	X			
Pulling ≥ 20 lbs.	X			
Pushing ≥ 20 lbs.	X			
Reaching		X		
Seeing				X
Sitting			X	
Standing			X	
Twisting		X		
Typing			X	
Walking			X	

### Disclaimer

The above statements are not intended to be an all-inclusive list of the duties and responsibilities of the job described. Rather, they are intended to describe the general nature of the job. The City of Blair reserves the right to revise or change job duties and responsibilities as the need arises. This job description does not constitute a written or implied contract of employment.

**Review/Approvals**

I have read and understand this job description.

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Printed Name – Employee	Signature – Employee	Date
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Printed Name – Manager	Signature – Manager	Date
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Printed Name – City Administrator	Signature – City Administrator	Date
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## Community Service Officer

**Reports to:** Police Captain  
**Department:** Police  
**Updated:** September 8, 2025

**Job Code:**  
**FLSA Status:** Nonexempt/Hourly  
**EEOC Class:**

### Job Summary

The Community Service Officer (CSO) is a non-sworn civilian position within the Blair Police Department. The CSO provides community-oriented services such as code enforcement, animal control, traffic and event support, and public outreach. This position serves as a visible representative of the Police Department, assisting sworn officers with non-emergency functions while promoting positive community relations and public safety.

### Essential Job Responsibilities

- **Community Engagement**
  - Act as a liaison between the Blair Police Department and the community by building positive relationships with residents, businesses, and organizations.
  - Represent the department at public events, assist with community policing initiatives, and provide education on city ordinances.
- **Code Enforcement**
  - Investigate complaints and enforce city ordinances related to parking, abandoned vehicles, nuisances, weeds, and other quality-of-life issues as identified by the Blair Municipal Code.
  - Issue warnings and citations, maintain accurate records, and prepare reports for court when necessary.
- **Animal Control**
  - Respond to calls regarding stray, injured, or nuisance animals; capture, transport, and care for animals in accordance with city procedures.
  - Investigate animal bites, neglect, or abuse cases; educate the public on responsible pet ownership and animal ordinances.
- **Traffic and Event Support**
  - Provide traffic direction and crowd assistance during parades, festivals, funerals, and other community events.
  - Assist sworn officers at non-hazard traffic incidents, including disabled vehicles or private property crashes not requiring law enforcement action.
- **Departmental Support**
  - Assist sworn officers with non-emergency duties such as evidence/property transport, vehicle impound coordination, and report documentation.
  - Provide customer service at the police station front desk as assigned, including answering phones and assisting walk-in citizens.
- **Other Duties**
  - Perform related duties as assigned by the Police Chief or designee.

### Education

- High School Diploma or GED required.

**Experience**

- Experience in customer service, law enforcement support, animal control, or code enforcement preferred; equivalent education and experience considered.
- Knowledge of municipal codes, ordinances, and departmental procedures, with the ability to learn and apply new policies and systems.
- Strong oral and written communication skills, with the ability to engage the public professionally, including in stressful situations.
- Ability to exercise sound judgment, act independently, and work cooperatively with sworn officers and other staff.
- Mechanical aptitude and practical skills to safely handle animals, operate police support equipment, and perform related tasks.
- Familiarity with Microsoft Office software required.
- An equivalent combination of education and experience sufficient to successfully perform the job duties and responsibilities will also be considered.

**Certifications and Licenses**

- Valid Nebraska driver's license required.
- First Aid/CPR certification within 6 months of hire.
- Ability to obtain certifications/licenses as required for code enforcement, animal control, or traffic direction as directed.

**Work Environment**

- Work is performed in both indoor and outdoor environments with exposure to varying weather conditions. Duties may involve contact with animals, traffic, and irate individuals. Work requires wearing uniforms and operating city vehicles.

**Travel**

- Daily travel within City limits.
- Less than 10% travel is required outside of City limits.

## Physical Requirements

Physical Activity	Rarely	Occasionally	Frequently	Constantly
	0% - 25% of time (0-2 hours per day)	26% - 50% of time (2-4 hours per day)	51% - 75% of time (4-6 hours per day)	76% - 100% of time (6-8 hours per day)
Carrying ≥ 20 lbs.	X			
Climbing		X		
Driving			X	
Finger Dexterity			X	
Hearing				X
Kneeling		X		
Lifting ≥ 20 lbs.	X			
Pulling ≥ 20 lbs.	X			
Pushing ≥ 20 lbs.	X			
Reaching		X		
Seeing				X
Sitting		X		
Standing			X	
Twisting		X		
Typing			X	
Walking		X		

### Disclaimer

The above statements are not intended to be an all-inclusive list of the duties and responsibilities of the job described. Rather, they are intended to describe the general nature of the job. The City of Blair reserves the right to revise or change job duties and responsibilities as the need arises. This job description does not constitute a written or implied contract of employment.

**Review/Approvals**

I have read and understand this job description.

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Printed Name – Employee	Signature – Employee	Date
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Printed Name – Manager	Signature – Manager	Date
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Printed Name – City Administrator	Signature – City Administrator	Date
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## Technology Support Specialist

**Reports to:** IT Director

**Department:** Administrative

**Updated:** September 17, 2025

**Job Code:**

**FLSA Status:** Non-Exempt

**EEOC Class:** Technicians

### Job Summary

The Technology Support Specialist will provide daily help desk support to City of Blair staff and assist with IT services across multiple City facilities, including City Hall, the Police Department, the Library, Public Works, utility plants, and other municipal locations. The Technology Support Specialist will also assist the City's growing GIS program with data entry, mapping, and overall editing. This position may occasionally require evening or weekend hours to support system upgrades, maintenance, or citywide technology projects.

### Essential Job Responsibilities

- Serve as the first point of contact for City staff by responding to technology questions and support requests through the City's help desk ticketing system.
- Troubleshoot and resolve general software, hardware, and network problems
- Install and configure laptops, desktops, printers, peripherals, and other City equipment as required.
- Monitor and record IT support requests, issues, and resolutions.
- Maintain user accounts, email, and access rights in Microsoft 365 and other City systems as assigned.
- Provide training to staff on basic technology usage and escalate complex or policy-related issues to the IT Director.
- Assist the IT Director in maintaining accurate hardware, software, and licensing inventories.
- Travel between various City facilities (e.g., Police Department, Library, City Hall, Public Works, utility plants) to provide on-site technology support.
- Provide entry-level support for the City's Geographic Information Systems (GIS), including updating maps and data layers, entering and verifying data for accuracy, and assisting with requests for new or updated maps
- Performs other duties as needed.

### Education

- High School Diploma or GED required.
- An associate degree in Information Technology, GIS, or similar area of study required.

### Experience

- Minimum of two (2) years' experience in Information Technology, GIS, or similar area required.
- Knowledge of basic computer systems, networking, and Microsoft 365 products
- Effective problem-solving, communication, and customer service skills

- Ability and willingness to learn, adapt to new technology, and be flexible to work alone or as a member of a team

**Certifications and Licenses**

- None

**Work Environment**

- Work is primarily performed in collaborative office settings with travel between City facilities. The role requires hands-on support, including working under desks, in ceilings, and in other non-traditional office spaces to install or maintain equipment. Business attire may occasionally be required for meetings, and occasional evening or weekend hours may be necessary to support projects or upgrades.

**Travel**

- Frequent travel within city limits.
- Less than 5% travel outside the city limits is required.

**Physical Requirements**

<b>Physical Activity</b>	<b>Rarely</b>	<b>Occasionally</b>	<b>Frequently</b>	<b>Constantly</b>
	<b>0% - 25% of time (0-2 hours per day)</b>	<b>26% - 50% of time (2-4 hours per day)</b>	<b>51% - 75% of time (4-6 hours per day)</b>	<b>76% - 100% of time (6-8 hours per day)</b>
Carrying ≥ 20 lbs.	X			
Climbing	X			
Driving			X	
Finger Dexterity				X
Hearing				X
Kneeling		X		
Lifting ≥ 20 lbs.	X			
Pulling ≥ 20 lbs.	X			
Pushing ≥ 20 lbs.	X			
Reaching		X		



## Public Works Technician

**Reports to:** Operations Superintendent  
**Department:** Water Treatment Plant  
**Updated:** September 17, 2025

**Job Code:**  
**FLSA Status:** Non-Exempt, Hourly  
**EEOC Class:** Craft Workers

### Job Summary

The Public Works Technician is primarily responsible for providing maintenance support to the City of Blair's Water Treatment Plant, Wastewater Treatment Plant and collection and distribution systems. This includes preventative and corrective maintenance on equipment, facility upkeep, and various departments in ensuring safe and efficient operations.

### Essential Job Responsibilities

- Maintenance and Equipment Support
  - Perform preventative maintenance and minor repairs on pumps, motors, valves, piping systems, feeders, and other plant equipment.
  - Inspect equipment and report any abnormal conditions to supervisors.
  - Assist operators in maintaining equipment functionality to support continuous operations.
- General Facilities Maintenance
  - Keep facilities clean and orderly, including sweeping, mopping, trash removal, and minor building repairs.
  - Perform snow removal, weed spraying, and basic groundskeeping as needed.
- Safety and Compliance Support
  - Follow all City, State, and Federal safety procedures, including use of personal protective equipment (PPE).
  - Assist with confined space entry, lockout/tagout, and other regulated safety protocols.
- Operational Assistance
  - Support plant operators during normal and emergency operations.
  - Assist with monitoring gauges, meters, and alarms under supervision.
  - Respond to after-hours maintenance emergencies as directed.
  - Perform other related duties as assigned by the Water or Wastewater Plant Supervisors.
- Performs other duties as needed.

### Education

- High School Diploma or GED required.

### Experience

- Minimum of two (2) years of experience in maintenance, mechanical repair, or related field preferred.
- Experience in municipal, utility, or industrial maintenance preferred.
- An equivalent combination of education and experience sufficient to successfully perform the job duties and responsibilities.

**Certifications and Licenses**

- Valid driver’s license required.

**Work Environment**

- Work is performed in water and wastewater treatment plants with exposure to dust, dirt, heat, fumes, contaminants, cold, noise, wetness, and other elements. Work may also require confined space entry, working at heights, and outdoor work in varying weather conditions.

**Travel**

- Less than 5% travel is required.

**Physical Requirements**

Physical Activity	Rarely	Occasionally	Frequently	Constantly
	0% - 25% of time (0-2 hours per day)	26% - 50% of time (2-4 hours per day)	51% - 75% of time (4-6 hours per day)	76% - 100% of time (6-8 hours per day)
Carrying ≥ 20 lbs.		X		
Climbing			X	
Driving		X		
Finger Dexterity				X
Hearing				X
Kneeling			X	
Lifting ≥ 20 lbs.			X	
Pulling ≥ 20 lbs.			X	
Pushing ≥ 20 lbs.			X	
Reaching			X	
Seeing				X
Sitting	X			
Standing			X	
Twisting		X		

Typing	X			
Walking			X	

**Disclaimer**

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**Review/Approvals**

I have read and understand this job description.

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Printed Name – Employee                                  Signature – Employee                                  Date

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Printed Name – Manager                                  Signature – Manager                                  Date

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Printed Name – City Administrator                                  Signature – City Administrator                                  Date



## FY26-FY27 Benefit Recommendations



City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
Date: 07/15/2025

---

### **1. Cost of Living Adjustments (COLA)**

- FY26:
    - Base COLA increase of 3%
    - An additional 1% employer match to the 457 retirement plan
  
  - FY27:
    - Conditional adjustment based on the maximum 457 participation among all employees:
      - >50% max match by June 1, 2026: 2% COLA + 1% 457 match
      - <50% max match by June 1, 2026: 2.5% COLA + 1% 457 match
- 

### **2. On-Call Pay**

- On-call rate increased from \$150 to \$175 per week
  - A new on-call policy will be established, requiring on-call employees to be held to certain standards.
- 

### **3. Call-Out Compensation**

- Increased from 1 hour to 2 hours minimum compensation per call-out incident
- 

### **4. Parental Leave**

- Implement a new Parental leave policy
  - Eligibility: Available after 12 months of employment
  - Available 4 weeks of paid leave provided
- 

### **5. Extended Bereavement Leave**

Employees may utilize up to 80 hours of sick leave for immediate family members as defined in a new subsection of our current Sick Leave policy.

---

### **6. Wellness Benefit**

Wellness initiatives remain acknowledged as a priority point

---

## 7. Longevity Pay Policy

Effective Date: October 1, 2025

The City of Blair recognizes the value of employee loyalty and long-term service. To acknowledge and reward continued commitment, the following longevity pay structure will be implemented for all full-time eligible employees.

### Longevity Pay Schedule (Percentage-Based)

<b>Years of Service</b>	<b>Percentage Increase to Base Salary</b>
10 years	1%
15 years	2%
20+ years	3%

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## 8. Sick Leave Accrual

The per pay period amount will increase from 3.75 to 4 hours.

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## 9. Sick Leave Payout

Upon resignation in good standing, employees shall be paid a percentage of unused accumulated sick leave based on the number of years of service as follows:

<b>Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
7-9 years	5%
10-12 years	10%
13-14 years	20%
15-16 years	30%
17-19 years	40%
20-24 years	50%
25 + years	60%

RESOLUTION NO. 2025

COUNCIL MEMBER INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has a City of Blair Employee Handbook dated November 12, 2024;

WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to create and include a “Parental Leave” policy;

WHEREAS, the change to the employee handbook is outlined in the attached Exhibit “A”;

WHEREAS, the Mayor and City Council were previously presented with the Amendments to the City of Blair Employee Handbook ;

WHEREAS, the City of Blair Employee Handbook should be updated to conform with existing case law, legislation, and changes within the City, and shall be approved by the Mayor and City Council.

WHEREAS, said Amendments to the City of Blair Employee Handbook are on file with the City Clerk and are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the Amendments to the City of Blair Employee Handbook 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.

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 NONE VOTING ‘NAY”, THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>RD</sup> day of September 2025.

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

# Exhibit A

## 6.11 Parental Leave

The City of Blair provides paid parental leave to eligible employees following the birth, adoption, or foster care placement of a child. This leave allows employees time to care for and bond with their child.

### Eligibility

- (a) Employees are eligible for paid parental leave if they:
  - (i) Have been employed with the City for at least 12 consecutive months; and
  - (ii) Are regular full-time employees.
- (b) Eligible employees include:
  - (i) A birth parent;
  - (ii) The spouse of a birth parent; or
  - (iii) An employee who has adopted or had a child placed with them through foster care (age 17 or younger, excluding adoption of a spouse's existing child).

### Leave Entitlement

- (c) Up to four (4) weeks of paid parental leave are available per qualifying event.
- (d) Leave must be taken in a continuous block within 12 months of the birth, adoption, or placement.
- (e) Multiple births or sibling adoptions/placements do not extend the maximum leave.
- (f) Paid parental leave runs concurrently with Family and Medical Leave Act (FMLA) leave, when applicable.

### Pay and Benefits

- (g) Paid parental leave is compensated at 100% of the employee's regular, straight-time pay.
- (h) Regular pay cycles will continue.
- (i) City holidays or administrative leave days occurring during parental leave will be recorded as holiday/administrative leave and will not extend parental leave.
- (j) All employee benefits (health, retirement, etc.) will continue during parental leave on the same terms as active employment.
- (k) Employees should provide at least 30 days' notice, or as soon as practicable, and submit requests to their supervisor and Human Resources.

## Interaction with Other Leave

- (l) After paid parental leave is used, employees may use accrued sick, vacation, or comp time leave to cover any remaining FMLA time (up to the 12-week maximum).
- (m) Once all accrued leave is exhausted, the balance of FMLA leave will be unpaid.

## **Section Seven: Compensation**

### **7.01 Performance Evaluations/Salary Reviews**

The City wants to help employees to succeed in their jobs and to grow professionally. In an effort to support this growth the City has a Performance Evaluation process for providing formal performance feedback on a regular basis. The City is committed to the concept of continuous improvement of performance and development of effective job skills and professional conduct. Through the growth of each individual employee's performance, the City can more fully meet our overall mission and vision.

The Performance Evaluation process also serves as a basis for determining different work assignments, new job responsibilities and salary increases. The Performance Evaluation process provides a structured time and setting for guidance and communication of job performance and job expectations.

### **7.02 Meals and Rest Breaks**

All full time or regular part time employees working more than six hours per shift are entitled to an unpaid meal break each day as set by department head. Employees will need to clock out at start of the break and clock back at the end of the break. If a non-exempt employee is required to work through a meal break, they will be paid for the meal break. Meal breaks will be scheduled by the department Supervisor. All full time employees shall be entitled, but not guaranteed, one fifteen minute break in the morning and afternoon as scheduled by Supervisor. All regular part time employees working less than six hour shifts shall be entitled, but not guaranteed, to one fifteen minute break per shift.

### **7.03 Time Records**

The city requires that each employee except exempt employees to maintain a time card of their hours of work utilizing the City's time and attendance program. This will keep a record of work attendance. For nonexempt employees, time and attendance program will also be used to ensure the accuracy of paychecks. All nonexempt employees are required to accurately record their hours worked each day.

Each employee must only use their own time and attendance log in to accurately record their time worked. Employees who log on for anyone other than their own will be subject to disciplinary action.

Employees must submit a letter requesting reimbursement along with the appropriate documentation of the expenses (invoices, verification of C or above, or P for pass, receipts, etc.) and the prior approval from the City Administrator to the HR Department.

a. CDL License Reimbursement

The City of Blair will reimburse the cost of obtaining or renewing as CDL license for all employees that are required to hold a CDL license. The City Administrator may approve the reimbursement cost of obtaining or renewing a CDL license for any employee where it is determined to be a benefit to the City.

b. Certification Assistance

The City encourages all Employees to take classes, seminars, and courses that lead to job-related professional designations and certifications. The City will typically pay registration fees, test materials, and examination fees for full-time employee's. Employees should check with Supervisor for assistance in scheduling any training.

c. Tuition Assistance

Employees are also encouraged to take college courses that will allow them to work towards obtaining a degree that will assist them in their job related functions and careers.

i. Eligibility and Use

1. All tuition requests must be pre-approved by City Administrator prior to taking the class.
2. Employee must have at least or a minimum of one (1) year of full-time employment with the City of Blair.
3. Enrolled in a College or University located within Nebraska, unless specifically approved by the City Administrator due to lack of available degree program.
4. All college courses must relate to an Employee's specific job and will be considered on an individual basis.
5. The City shall reimburse eligible employees for actual tuition costs paid by the employee out of pocket; not to exceed \$200 per credit hour for up to six (6) credit hours per semester.(Tuition only)

## 6.11 Parental Leave

The City of Blair provides paid parental leave to eligible employees following the birth, adoption, or foster care placement of a child. This leave allows employees time to care for and bond with their child.

### Eligibility

(a) Employees are eligible for paid parental leave if they:

- (i) Have been employed with the City for at least 12 consecutive months; and
- (ii) Are regular full-time employees.

(b) Eligible employees include:

(i) A birth parent;

(ii) The spouse of a birth parent; or

(iii) An employee who has adopted or had a child placed with them through foster care (age 17 or younger, excluding adoption of a spouse's existing child).

Leave Entitlement

(c) Up to four (4) weeks of paid parental leave are available per qualifying event.

(d) Leave must be taken in a continuous block within 12 months of the birth, adoption, or placement.

(e) Multiple births or sibling adoptions/placements do not extend the maximum leave.

(f) Paid parental leave runs concurrently with Family and Medical Leave Act (FMLA) leave, when applicable.

Pay and Benefits

(g) Paid parental leave is compensated at 100% of the employee's regular, straight-time pay.

(h) Regular pay cycles will continue.

(i) City holidays or administrative leave days occurring during parental leave will be recorded as holiday/administrative leave and will not extend parental leave.

(j) All employee benefits (health, retirement, etc.) will continue during parental leave on the same terms as active employment.

(k) Employees should provide at least 30 days' notice, or as soon as practicable, and submit requests to their supervisor and Human Resources.

Interaction with Other Leave

(l) After paid parental leave is used, employees may use accrued sick, vacation, or comp time leave to cover any remaining FMLA time (up to the 12-week maximum).

(m) Once all accrued leave is exhausted, the balance of FMLA leave will be unpaid.



## FY26-FY27 Benefit Recommendations



City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
Date: 07/15/2025

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### **1. Cost of Living Adjustments (COLA)**

- FY26:
    - Base COLA increase of 3%
    - An additional 1% employer match to the 457 retirement plan
  
  - FY27:
    - Conditional adjustment based on the maximum 457 participation among all employees:
      - >50% max match by June 1, 2026: 2% COLA + 1% 457 match
      - <50% max match by June 1, 2026: 2.5% COLA + 1% 457 match
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### **2. On-Call Pay**

- On-call rate increased from \$150 to \$175 per week
  - A new on-call policy will be established, requiring on-call employees to be held to certain standards.
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### **3. Call-Out Compensation**

- Increased from 1 hour to 2 hours minimum compensation per call-out incident
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### **4. Parental Leave**

- Implement a new Parental leave policy
  - Eligibility: Available after 12 months of employment
  - Available 4 weeks of paid leave provided
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### **5. Extended Bereavement Leave**

Employees may utilize up to 80 hours of sick leave for immediate family members as defined in a new subsection of our current Sick Leave policy.

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### **6. Wellness Benefit**

Wellness initiatives remain acknowledged as a priority point

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## 7. Longevity Pay Policy

Effective Date: October 1, 2025

The City of Blair recognizes the value of employee loyalty and long-term service. To acknowledge and reward continued commitment, the following longevity pay structure will be implemented for all full-time eligible employees.

### Longevity Pay Schedule (Percentage-Based)

<b>Years of Service</b>	<b>Percentage Increase to Base Salary</b>
10 years	1%
15 years	2%
20+ years	3%

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## 8. Sick Leave Accrual

The per pay period amount will increase from 3.75 to 4 hours.

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## 9. Sick Leave Payout

Upon resignation in good standing, employees shall be paid a percentage of unused accumulated sick leave based on the number of years of service as follows:

<b>Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
7-9 years	5%
10-12 years	10%
13-14 years	20%
15-16 years	30%
17-19 years	40%
20-24 years	50%
25 + years	60%

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has a City of Blair Employee Handbook dated November 12, 2024;

WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to create and include a “Longevity Pay” policy;

WHEREAS, the change to the employee handbook is outlined in the attached Exhibit “A”;

WHEREAS, the Mayor and City Council were previously presented with the Amendments to the City of Blair Employee Handbook ;

WHEREAS, the City of Blair Employee Handbook should be updated to conform with existing case law, legislation, and changes within the City, and shall be approved by the Mayor and City Council.

WHEREAS, said Amendments to the City of Blair Employee Handbook are on file with the City Clerk and are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the Amendments to the City of Blair Employee Handbook 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.

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 NONE VOTING ‘NAY”, THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>RD</sup> day of September 2025.

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

# Exhibit A

## 7.10. Longevity Pay

The City of Blair recognizes and rewards employees for their dedication and years of continuous service. Eligible employees will receive a percentage increase to their base salary according to the following schedule:

<b>Years of Service</b>	<b>Longevity Pay Increase</b>
10-14 years	1% of base salary
15-19 years	2% of base salary
20 years and above	3% of base salary

1. Eligible employees are full-time employees.
2. Longevity Pay is added to base salary and becomes part of the employee's regular compensation.
3. Years of service must be continuous. If there is a break in service of less than six (6) months, see Section 2.14, Reinstatement After Break in Service.
4. Longevity Pay increases take effect on the employee's anniversary date when the qualifying years of service are reached.

## **For Reference**

### **2.14 Reinstatement after Break in Service**

Generally, employees who have a break in service of six months or less will be assigned their last hire date. Employees who have a break in service of six months or longer will be assigned a new hire date. Reinstatement in benefit and retirement plans will be governed by the plan documents.

Management retains the right to make exceptions to this policy based on the circumstances of an employee's separation, reinstatement or prior length of service.

**7.07 Payroll Advances/Loans**

The City does not offer salary advances regardless of an employee’s emergency need for financial assistance.

**7.08 Call-Out Compensation**

Employees who are called outside of their normal working hours for City-related duties shall be compensated with a minimum of two (2) hours pay per call-out incident, regardless of the actual time worked. Compensation beyond the minimum shall be based on the actual time worked, calculated in 15-minute increments, in accordance with applicable overtime regulations.

**7.09 On-Call Reimbursement**

The Streets, Utilities, Wastewater Plant, and Parks Departments shall be required to have an employee on call. Each full-time employee who is on call will be paid (one employee per department per week) \$175.00. The timeframe for which each employee shall be on call is from 7:00 AM on Monday until 6:59 AM on the following Monday, whether or not the employee is called out.

While on call, employees are required to:

1. Remain fit for duty, in compliance with the City’s Drug-Free Workplace and Substance Abuse Policy.
2. Be reachable and able to respond within 45 minutes of notification.
3. Keep communication devices charged, accessible, and respond promptly to calls.

**7.08 On-Call Reimbursement**

~~The Streets, Utilities, Wastewater Plant, and Parks Departments shall be required to have an employee on call. Each full-time employee who is on call will be paid (one employee per department per week) \$150.00. The timeframe for which each employee shall be on call is from 7:00 AM on Monday until 6:59 AM on the following Monday whether or not the employee is called out. If an employee is called out outside their normal work hours, while on call, the employee will be paid for actual time worked, in 15 minute increments, with a (1) one hour minimum.~~

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## FY26-FY27 Benefit Recommendations



City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
Date: 07/15/2025

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### **1. Cost of Living Adjustments (COLA)**

- FY26:
    - Base COLA increase of 3%
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  - FY27:
    - Conditional adjustment based on the maximum 457 participation among all employees:
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- On-call rate increased from \$150 to \$175 per week
  - A new on-call policy will be established, requiring on-call employees to be held to certain standards.
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### **3. Call-Out Compensation**

- Increased from 1 hour to 2 hours minimum compensation per call-out incident
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- Implement a new Parental leave policy
  - Eligibility: Available after 12 months of employment
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Employees may utilize up to 80 hours of sick leave for immediate family members as defined in a new subsection of our current Sick Leave policy.

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Wellness initiatives remain acknowledged as a priority point

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Effective Date: October 1, 2025

The City of Blair recognizes the value of employee loyalty and long-term service. To acknowledge and reward continued commitment, the following longevity pay structure will be implemented for all full-time eligible employees.

### Longevity Pay Schedule (Percentage-Based)

<b>Years of Service</b>	<b>Percentage Increase to Base Salary</b>
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## 8. Sick Leave Accrual

The per pay period amount will increase from 3.75 to 4 hours.

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## 9. Sick Leave Payout

Upon resignation in good standing, employees shall be paid a percentage of unused accumulated sick leave based on the number of years of service as follows:

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7-9 years	5%
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15-16 years	30%
17-19 years	40%
20-24 years	50%
25 + years	60%

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has a City of Blair Employee Handbook dated November 12, 2024;

WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to adopt a new “On-Call Policy” attached in Exhibit “A”

WHEREAS, the City of Blair wishes to adopt a new rate for employees on-call;

WHEREAS, the new on-call pay rate would be One Hundred Seventy-Five Dollars (\$175.00) per week;

WHEREAS, the Mayor and City Council were previously presented with the Amendments to the City of Blair Employee Handbook ;

WHEREAS, the City of Blair Employee Handbook should be updated to conform with existing case law, legislation, and changes within the City, and shall be approved by the Mayor and City Council.

WHEREAS, said Amendments to the City of Blair Employee Handbook are on file with the City Clerk and are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the Amendments to the City of Blair Employee Handbook 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.

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 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>RD</sup> day of September 2025.

\_\_\_\_\_  
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# Exhibit A

## **7.06 Pay Day/Direct Deposit**

The City requires all employees to be enrolled in direct deposit. Employees may designate up to three accounts in one bank or at different banks. Paydays are bi-weekly (26 pay periods per year) usually on Thursday. If the normal payday falls on a City recognized holiday, paychecks may be delayed one workday.

For pay purposes, the City work week shall begin at 12:01 o'clock A.M. on Sunday and end at 12:00 o'clock Midnight on Saturday except for the Waste Water Plant which shall be 12:01 o'clock a.m. on Saturday and end at 12:00 o'clock Midnight on Friday.

## **7.07 Payroll Advances/Loans**

The City does not offer salary advances regardless of an employee's emergency need for financial assistance.

## **7.08 Call-Out Compensation**

Employees who are called outside of their normal working hours for City-related duties shall be compensated with a minimum of two (2) hours pay per call-out incident, regardless of the actual time worked. Compensation beyond the minimum shall be based on the actual time worked, calculated in 15-minute increments, in accordance with applicable overtime regulations.

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City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
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RESOLUTION NO. 2025

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WHEREAS, the City of Blair has a City of Blair Employee Handbook dated November 12, 2024;

WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to adopt a new minimum number of pay hours for employees who are called into work after their regular work hours;

WHEREAS, the rate of compensation will change from one hour to two hours as minimum compensation for employees called out after their regular work day;

WHEREAS, the Mayor and City Council were previously presented with the Amendments to the City of Blair Employee Handbook ;

WHEREAS, the City of Blair Employee Handbook should be updated to conform with existing case law, legislation, and changes within the City, and shall be approved by the Mayor and City Council.

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THIS 23<sup>rd</sup> DAY OF SEPTEMBER 2025.

CITY OF BLAIR, NEBRASKA

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

ATTEST:

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

(SEAL)

STATE OF NEBRASKA     )  
  ) ss:  
WASHINGTON COUNTY    )

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\_\_\_\_\_  
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# Exhibit A

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<u>10-14 years</u>	<u>1% of base salary</u>
<u>15-19 years</u>	<u>2% of base salary</u>
<u>20 years and above</u>	<u>3% of base salary</u>

1. Eligible employees are full-time employees.
2. Longevity Pay is added to base salary and becomes part of the employee’s regular compensation.



## FY26-FY27 Benefit Recommendations



City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
Date: 07/15/2025

---

### **1. Cost of Living Adjustments (COLA)**

- FY26:
    - Base COLA increase of 3%
    - An additional 1% employer match to the 457 retirement plan
  
  - FY27:
    - Conditional adjustment based on the maximum 457 participation among all employees:
      - >50% max match by June 1, 2026: 2% COLA + 1% 457 match
      - <50% max match by June 1, 2026: 2.5% COLA + 1% 457 match
- 

### **2. On-Call Pay**

- On-call rate increased from \$150 to \$175 per week
  - A new on-call policy will be established, requiring on-call employees to be held to certain standards.
- 

### **3. Call-Out Compensation**

- Increased from 1 hour to 2 hours minimum compensation per call-out incident
- 

### **4. Parental Leave**

- Implement a new Parental leave policy
  - Eligibility: Available after 12 months of employment
  - Available 4 weeks of paid leave provided
- 

### **5. Extended Bereavement Leave**

Employees may utilize up to 80 hours of sick leave for immediate family members as defined in a new subsection of our current Sick Leave policy.

---

### **6. Wellness Benefit**

Wellness initiatives remain acknowledged as a priority point

---

## 7. Longevity Pay Policy

Effective Date: October 1, 2025

The City of Blair recognizes the value of employee loyalty and long-term service. To acknowledge and reward continued commitment, the following longevity pay structure will be implemented for all full-time eligible employees.

### Longevity Pay Schedule (Percentage-Based)

<b>Years of Service</b>	<b>Percentage Increase to Base Salary</b>
10 years	1%
15 years	2%
20+ years	3%

---

## 8. Sick Leave Accrual

The per pay period amount will increase from 3.75 to 4 hours.

---

## 9. Sick Leave Payout

Upon resignation in good standing, employees shall be paid a percentage of unused accumulated sick leave based on the number of years of service as follows:

<b>Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
7-9 years	5%
10-12 years	10%
13-14 years	20%
15-16 years	30%
17-19 years	40%
20-24 years	50%
25 + years	60%

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has a City of Blair Employee Handbook dated November 12, 2024;

WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to adopt a new accrual rate for sick leave time from 3.75 hours to 4.00 hours a pay period;

WHEREAS, the change to the employee handbook is outlined in the attached Exhibit "A";

WHEREAS, the Mayor and City Council were previously presented with the Amendments to the City of Blair Employee Handbook ;

WHEREAS, the City of Blair Employee Handbook should be updated to conform with existing case law, legislation, and changes within the City, and shall be approved by the Mayor and City Council.

WHEREAS, said Amendments to the City of Blair Employee Handbook are on file with the City Clerk and are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the Amendments to the City of Blair Employee Handbook 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.

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 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>RD</sup> day of September 2025.

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

# Exhibit A

The following positions will receive 160 hours of vacation per year (6.15 hours per pay period) for the first 14 years of service and then follow the schedule set forth for all employees.

- |                                    |                                    |
|------------------------------------|------------------------------------|
| 1) City Administrator              | 7) Library Director                |
| 2) Assistant City Administrator    | 8) Human Resources Manager         |
| 3) City Clerk                      | 9) Parks Director                  |
| 4) Finance Director/City Treasurer | 10) Senior Accounting Manager      |
| 5) Police Chief                    | 11) Non-Lawyer/Legal Assistant     |
| 6) Director of Public Works        | 12) Community Development Director |

Vacation leave shall be administered according to the following rules:

- a) No vacation leave shall be granted in advance of accrual.
- b) Requests for vacation leave shall be submitted at least 48 hours in advance; however, the City Administrator can waive the notice requirement if the work schedule allows it. For police officers, leave is governed by Police Department procedures. Requests for vacation shall never be considered approved until the Department Head and Human Resources Director has given final approval.
- c) Vacation leave may be taken following the pay period that it is earned.
- d) The City Administrator shall approve vacation leave for department heads, which in turn shall be responsible for scheduling vacation leave for subordinate employees based on considerations of operational requirements, employee preferences, and seniority within the regular City Service.
- e) The initial minimum period of vacation leave shall be one-half ( $\frac{1}{2}$ ) hour; (anything over  $\frac{1}{2}$  hour may be taken in 15-minute increments).
- f) Holidays occurring during periods of vacation leave shall not be charged against such leave.
- g) No cash payments for unused vacation leave shall be authorized except upon separation from City service by retirement, dismissal, death or resignation.
- h) An employee may accumulate a total maximum amount of vacation hours equal to one and a half (1.5) times the employee's annual accrual amount. (See previous chart on page 33)

## 6.03 Sick Time

Regular full-time employees and regular part-time employees normally working twenty (20) hours or more per week shall be provided with paid sick leave for use if incapacitated by illness or injury, if exposed to contagious disease when presence at work would jeopardize the health of others, and for medical, dental, optical, or other health care appointments which cannot reasonably be scheduled for off-duty hours.

Full time eligible employees shall accrue 4.0 hours of sick leave per pay period (Bi-Weekly), with the accrual for regular part-time employees prorated according to time worked.

Sick leave may not be accumulated beyond 944 hours for full-time employees working 40 hour weeks and a proportionate lesser amount for eligible part-time employees.

The following positions will receive 160 hours of vacation per year (6.15 hours per pay period) for the first 14 years of service and then follow the schedule set forth for all employees.

- |                                    |                                    |
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- e) The initial minimum period of vacation leave shall be one-half (½) hour; (anything over ½ hour may be taken in 15-minute increments).
- f) Holidays occurring during periods of vacation leave shall not be charged against such leave.
- g) No cash payments for unused vacation leave shall be authorized except upon separation from City service by retirement, dismissal, death or resignation.
- h) An employee may accumulate a total maximum amount of vacation hours equal to one and a half (1.5) times the employee's annual accrual amount. (See previous chart on page 33)

### 6.03 Sick Time

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Full time eligible employees shall accrue ~~3.75~~ 4 hours of sick leave per pay period (Bi-Weekly), with the accrual for regular part-time employees prorated according to time worked.

Sick leave may not be accumulated beyond 944 hours for full-time employees working 40 hour weeks and a proportionate lesser amount for eligible part-time employees.

1. Use of Sick Leave



## FY26-FY27 Benefit Recommendations



City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
Date: 07/15/2025

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### **1. Cost of Living Adjustments (COLA)**

- FY26:
    - Base COLA increase of 3%
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  - FY27:
    - Conditional adjustment based on the maximum 457 participation among all employees:
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- 

### **2. On-Call Pay**

- On-call rate increased from \$150 to \$175 per week
  - A new on-call policy will be established, requiring on-call employees to be held to certain standards.
- 

### **3. Call-Out Compensation**

- Increased from 1 hour to 2 hours minimum compensation per call-out incident
- 

### **4. Parental Leave**

- Implement a new Parental leave policy
  - Eligibility: Available after 12 months of employment
  - Available 4 weeks of paid leave provided
- 

### **5. Extended Bereavement Leave**

Employees may utilize up to 80 hours of sick leave for immediate family members as defined in a new subsection of our current Sick Leave policy.

---

### **6. Wellness Benefit**

Wellness initiatives remain acknowledged as a priority point

---

## 7. Longevity Pay Policy

Effective Date: October 1, 2025

The City of Blair recognizes the value of employee loyalty and long-term service. To acknowledge and reward continued commitment, the following longevity pay structure will be implemented for all full-time eligible employees.

### Longevity Pay Schedule (Percentage-Based)

<b>Years of Service</b>	<b>Percentage Increase to Base Salary</b>
10 years	1%
15 years	2%
20+ years	3%

---

## 8. Sick Leave Accrual

The per pay period amount will increase from 3.75 to 4 hours.

---

## 9. Sick Leave Payout

Upon resignation in good standing, employees shall be paid a percentage of unused accumulated sick leave based on the number of years of service as follows:

<b>Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
7-9 years	5%
10-12 years	10%
13-14 years	20%
15-16 years	30%
17-19 years	40%
20-24 years	50%
25 + years	60%

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has a City of Blair Employee Handbook dated November 12, 2024;

WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to adopt a new sick leave payout chart for employees who leave the City of Blair or retire from the City of Blair;

WHEREAS, the change to the employee handbook is outlined in the attached Exhibit "A";

WHEREAS, the Mayor and City Council were previously presented with the Amendments to the City of Blair Employee Handbook ;

WHEREAS, the City of Blair Employee Handbook should be updated to conform with existing case law, legislation, and changes within the City, and shall be approved by the Mayor and City Council.

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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 23<sup>RD</sup> day of September 2025.

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

# Exhibit A

## 2. Payout of Sick Leave

- a. Upon death or retirement an employee shall be paid for 55% of the unused accumulated sick leave not to exceed the allotted accumulation.
- b. Upon resignation in good standing and specifically excluding resignations prompted by any action of the employee which may result in disciplinary action, an employee who has current continuous employment with the City for not less than ten (10) years shall be paid a percentage of unused accumulated sick leave not to exceed 944 hours based on the number of years of service as follows:

<b>Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
7-9 years	5%
10-12 years	10%
13-14 years	20%
15-16 years	30%
17-19 years	40%
20-24 years	50%
25 + years	60%

- c. No payment for unused accumulated sick leave shall be paid to an employee in the event of termination for cause or resignation prompted by an action of the employee that could result in disciplinary action.

## 3. FMLA use of Sick Leave

- a) For purposes of Sick leave – FMLA leave is limited to serious health conditions regarding the employee, employee’s parent, spouse, child, or the birth or adoption of a child. Routine illnesses and medical procedures that last three (3) days or less are not covered by FMLA. If a routine illness extends for a longer period, a Request for FMLA Leave must be submitted, and shall become effective back to the start of the illness or injury.
- b) An Employee requesting FMLA leave shall substitute accrued sick leave, accrued vacation leave, and accrued comp leave prior to any unpaid leave allowed under FMLA.
- c) Pregnancy and any subsequent maternity leave shall be treated as any other illness and/or injury covered by FMLA.
- d) Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs

- a. If an employee is not reporting for work due to sick leave, they are required to contact their immediate supervisor within (30) minutes of start time.
- b. The initial minimum period of sick leave shall be one hour; anything over one hour may be taken in 15-minute increments.
- c. Sick leave shall not be granted in advance of accrual, but vacation and compensatory leave and/or leave without pay may be authorized for employees exhausting their sick leave.
- d. The City may request and obtain a physician’s statement after (3) consecutive sick days taken by employees or otherwise verify the circumstances surrounding the taking of sick leave. The abuse of sick leave shall be grounds for disciplinary action.
- e. Sick leave shall not be transferable between employees.
- f. Sick leave may be used during the introductory period; however, cannot be used until after the pay period that it is earned.
- g. An employee may use sick leave to assist in the care, treatment and transportation of immediate family members for accidents, injuries and illness. (Immediate family = husband, wife, son, daughter, mother, father, brother, sister, parent-in-law, in loco parentis , grandchild(ren) or other legal dependents.) The City reserves the right to use management discretion in the determination of granting sick leave to employees in the situation(s) described in this paragraph. Each situation will be handled on a case-by-case basis with final determination by the City Administrator.
- h. Holidays occurring during periods of sick leave shall not be charged against such leave.
- i. Employees are able to substitute accumulated sick leave to cover the gap in Workers Compensation pay, not to exceed their base pay. Sick leave may be used in one (1) hour increments or larger.
- i.—In the event of the death of an immediate family member, employees may use accrued sick leave, up to a maximum of 80 hours per year, in addition to the bereavement leave provided under Section 6.05 Bereavement.

2. Payout of Sick Leave

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<del>10 years</del>	<del>5%</del>	<del>16 years</del>	<del>30%</del>
<del>11 years</del>	<del>5%</del>	<del>17 years</del>	<del>35%</del>
<del>12 years</del>	<del>10%</del>	<del>18 years</del>	<del>40%</del>
<del>13 years</del>	<del>15%</del>	<del>19 years</del>	<del>45%</del>
<del>14 years</del>	<del>20%</del>	<del>20 years</del>	<del>50%</del>
<del>15 years</del>	<del>25%</del>	<del>25 years</del>	<del>55%</del>

<u>Years of Service</u>	<u>Percentage of Sick Leave Payout</u>
<u>7-9 years</u>	<u>5%</u>
<u>10-12 years</u>	<u>10%</u>
<u>13-14 years</u>	<u>20%</u>
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- b) An Employee requesting FMLA leave shall substitute accrued sick leave, accrued vacation leave, and accrued comp leave prior to any unpaid leave allowed under FMLA.
- c) Pregnancy and any subsequent maternity leave shall be treated as any other illness and/or injury covered by FMLA.
- d) Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment. Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Director for information and referral to appropriate services and resources.

## 6.04 Holidays



## FY26-FY27 Benefit Recommendations



City of Blair Response to CAT Recommendations  
From: Finance Committee and City Administration  
Date: 07/15/2025

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### **1. Cost of Living Adjustments (COLA)**

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Effective Date: October 1, 2025

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The per pay period amount will increase from 3.75 to 4 hours.

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WHEREAS, the City of Blair desires to make certain changes to the City of Blair Employee Handbook as related to non-FOP #83 employees;

WHEREAS, the City of Blair wishes to adopt a new policy to allow employees to use up to eighty hours of sick-leave for the purpose handling an immediate family members passing;

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CITY OF BLAIR, NEBRASKA

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

ATTEST:

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

(SEAL)

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                                  ) ss:  
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\_\_\_\_\_  
BRENDA WHEELER, CITY CLERK

# Exhibit A

## 1. Use of Sick Leave

- a. If an employee is not reporting for work due to sick leave, they are required to contact their immediate supervisor within (30) minutes of start time.
- b. The initial minimum period of sick leave shall be one hour; anything over one hour may be taken in 15-minute increments.
- c. Sick leave shall not be granted in advance of accrual, but vacation and compensatory leave and/or leave without pay may be authorized for employees exhausting their sick leave.
- d. The City may request and obtain a physician's statement after (3) consecutive sick days taken by employees or otherwise verify the circumstances surrounding the taking of sick leave. The abuse of sick leave shall be grounds for disciplinary action.
- e. Sick leave shall not be transferable between employees.
- f. Sick leave may be used during the introductory period; however, cannot be used until after the pay period that it is earned.
- g. An employee may use sick leave to assist in the care, treatment and transportation of immediate family members for accidents, injuries and illness. (Immediate family = husband, wife, son, daughter, mother, father, brother, sister, parent-in-law, in loco parentis , grandchild(ren) or other legal dependents.) The City reserves the right to use management discretion in the determination of granting sick leave to employees in the situation(s) described in this paragraph. Each situation will be handled on a case-by-case basis with final determination by the City Administrator.
- h. Holidays occurring during periods of sick leave shall not be charged against such leave.
- i. Employees are able to substitute accumulated sick leave to cover the gap in Workers Compensation pay, not to exceed their base pay. Sick leave may be used in one (1) hour increments or larger.
- j. In the event of the death of an immediate family member, employees may use accrued sick leave, up to a maximum of 80 hours per year, in addition to the bereavement leave provided under Section *6.05 Bereavement*.

- h) Religious observances are not considered holidays. If you would like to take time off from work for a religious observance, you must use Vacation hours, scheduling time in advance with the approval of your Supervisor.

### **6.05 Bereavement Leave**

In the event of a death, a regular full time employee is authorized a total of twenty-four (24) hours of paid funeral leave per fiscal year, which shall not be chargeable to vacation leave. In addition, employees may use accrued sick leave, up to a maximum of 80 hours per year, for immediate family members as defined in section 6.03.1(g) Use of Sick Leave.

Funeral leave is to be taken in 15 minute increments.

Regular part-time employees pay will be prorated.

### **6.06 Family and Medical Leave of Absence (FMLA)**

The federal Family & Medical Leave Act of 1993 (FMLA) as amended, requires employers with 50 or more employees to provide eligible employees with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

#### **1. Eligibility for FMLA Leave:** Employees are eligible for FMLA leave if they:

- a) Have worked for The City for at least 12 months;
- b) Have worked at least 1,250 hours for The City during the 12 calendar months immediately preceding the request for leave; *and*
- c) Are employed at a work site that has 50 or more employees within a 75-mile radius.

The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the employee's USERRA-covered service obligation, or there was a written agreement that the employer intended to rehire the employee after the break in service.

Employees with any questions about their eligibility for FMLA leave should contact the HR Department for more information.

#### **2. Basic FMLA Leave**

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- a) To care for the employee's son or daughter during the first 12 months following birth;
- b) To care for a child during the first 12 months following placement with the employee for adoption or foster care;
- c) To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
- d) For incapacity due to the employee's pregnancy, prenatal medical or child birth; *or*

- a. If an employee is not reporting for work due to sick leave, they are required to contact their immediate supervisor within (30) minutes of start time.
- b. The initial minimum period of sick leave shall be one hour; anything over one hour may be taken in 15-minute increments.
- c. Sick leave shall not be granted in advance of accrual, but vacation and compensatory leave and/or leave without pay may be authorized for employees exhausting their sick leave.
- d. The City may request and obtain a physician’s statement after (3) consecutive sick days taken by employees or otherwise verify the circumstances surrounding the taking of sick leave. The abuse of sick leave shall be grounds for disciplinary action.
- e. Sick leave shall not be transferable between employees.
- f. Sick leave may be used during the introductory period; however, cannot be used until after the pay period that it is earned.
- g. An employee may use sick leave to assist in the care, treatment and transportation of immediate family members for accidents, injuries and illness. (Immediate family = husband, wife, son, daughter, mother, father, brother, sister, parent-in-law, in loco parentis , grandchild(ren) or other legal dependents.) The City reserves the right to use management discretion in the determination of granting sick leave to employees in the situation(s) described in this paragraph. Each situation will be handled on a case-by-case basis with final determination by the City Administrator.
- h. Holidays occurring during periods of sick leave shall not be charged against such leave.
- i. Employees are able to substitute accumulated sick leave to cover the gap in Workers Compensation pay, not to exceed their base pay. Sick leave may be used in one (1) hour increments or larger.
- i.—In the event of the death of an immediate family member, employees may use accrued sick leave, up to a maximum of 80 hours per year, in addition to the bereavement leave provided under Section 6.05 Bereavement.

2. Payout of Sick Leave

- a. Upon death or retirement an employee shall be paid for 55% of the unused accumulated sick leave not to exceed the allotted accumulation.
- b. Upon resignation in good standing and specifically excluding resignations prompted by any action of the employee which may result in disciplinary action, an employee who has current continuous employment with the City for not less than ten (10) years shall be paid a percentage of unused accumulated sick leave not to exceed ~~94428~~ hours based on the number of years of service as follows:

<del>10 years</del>	<del>5%</del>	<del>16 years</del>	<del>30%</del>
<del>11 years</del>	<del>5%</del>	<del>17 years</del>	<del>35%</del>
<del>12 years</del>	<del>10%</del>	<del>18 years</del>	<del>40%</del>
<del>13 years</del>	<del>15%</del>	<del>19 years</del>	<del>45%</del>
<del>14 years</del>	<del>20%</del>	<del>20 years</del>	<del>50%</del>
<del>15 years</del>	<del>25%</del>	<del>25 years</del>	<del>55%</del>

The following days and any other day(s) that may be designated by the Mayor due to circumstances shall be official holidays (City Holidays) for the City of Blair. All city offices and departments will be closed on these days. Essential Police and essential water treatment plant personnel shall be required to report to duty as scheduled by their supervisor with the approval of the department head.

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day (Monday–Thursday Only)
Juneteenth Day	Christmas Day
Independence Day	Day after Christmas if Christmas falls on a Thursday.
Labor Day	
Columbus Day	

- a) Three (3) eight (8) hour Floating Holidays per fiscal year, which must be used by the last day of the last full pay period of the fiscal year.
- b) All City Employees shall observe the City Holidays on the date recognized by the State of Nebraska and/or Federal Government, with exception of Police Department and Water Treatment Plant.
- c) Police Department – Chief, Lieutenant, Animal Control and Clerical Staff: same as all other City Employees. All other police positions shall be subject to the current FOP Lodge #83 contract.
- d) Water Treatment Plant – Plant Supervisor and two floating operator positions shall take Holidays off the same as all other City Employees. All other operators shall be paid eight (8) hours of straight time for regular holidays in addition to any hours worked
- e) All Employees working on designated City Holidays, except shift workers, shall be paid at rate of 1 ½ times for actual hours worked on a “City Holiday”.
- f) Water Plant shift workers – the paid Holiday shall be the actual Holiday. Example: Christmas falls on Saturday, legal city holiday would be Friday. Those individuals working on Saturday, Christmas Day (December 25th) would be compensated at 1 ½ times, not those working on Friday.
- g) New employees shall be eligible for two floating holidays for the balance of the current fiscal year upon completion of first full pay period worked.
- h) Religious observances are not considered holidays. If you would like to take time off from work for a religious observance, you must use Vacation hours, scheduling time in advance with the approval of your Supervisor.

**6.05 Bereavement Leave**

In the event of a death, a regular full time employee is authorized a total of twenty-four (24) hours of paid funeral leave per fiscal year, which shall not be chargeable to vacation leave. In addition, employees may use accrued sick leave, up to a maximum of 80 hours per year, for immediate family members as defined in section 6.03.1(g) Use of Sick Leave.

Funeral leave is to be taken in 15 minute increments.

ORDINANCE NO.

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE SETTING AND FIXING THE COMPENSATION FOR THE EMPLOYEES OF THE CITY OF BLAIR, NEBRASKA, NOT REPRESENTED BY FOP LODGE #83 FOR THE FISCAL YEARS 2025/2026 AND 2026/2027; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That, effective, October 1, 2025, the salary of the employees, not represented by FOP #83, of the City of Blair, Nebraska shall be as set forth on the "Hourly Rate Schedule," marked Exhibit "A" attached hereto and incorporated by this reference herein, and said "Hourly Rate Schedule" is hereby accepted for a two-year period, subject to the increase referred to in Section 2 and Section 3 herein below. In addition to the increase in salary as set forth hereinabove, all employees of the municipality, not represented by FOP Lodge #83, shall be entitled to coverage under the health and accident insurance, life insurance and such other benefits as may be designated by the personnel manual.

SECTION 2. That, effective with the start of the first pay period after October 1, 2025, the hourly salary rate for all employees not covered by the contract between FOP Lodge #83 and the City of Blair shall be increased three percent (3%), as set forth on Exhibit "A" (Hourly Rate Schedule).

SECTION 3. That, effective with the start of the first pay period after October 1, 2026 the hourly salary rate for all employees not covered by the contract between the FOP Lodge #83 and the City of Blair shall be increase to either two and a half percent (2.5%) or two percent (2%) dependent on the percentage of employees who utilize the extra retirement match established in 2025/2026.

SECTION 4. All employees represented by FOP Lodge #83 shall continue to be governed by the salary schedule and personnel policy as outlined in the most recently approved union contract.

SECTION 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 23<sup>rd</sup> September 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 Ordinance was passed at a regular meeting of the Mayor and City Council of said City held on the 23<sup>rd</sup> day of September, 2025.

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

**CITY OF BLAIR  
HOURLY WAGE SCHEDULE**

**EXHIBIT A**

									<b>Effective October 1st, 2025 - September 30, 2026</b>
									3% Increase
Pay Step	A	B	C	D	E	F	G	H	
Pay Grade									RED=Newly created positions / BLUE=Airport
1	17.28	17.73	18.18	19.27	20.36	21.46	22.64	23.81	Library Associate(28hr) / PT Office Assistant / Circulation Assistant / Exhibit and Marketing Coordinator
2	18.36	18.82	19.27	20.35	21.45	22.54	23.72	24.91	
3	19.45	19.90	20.35	21.45	22.54	23.62	24.81	25.99	Teen Librarian
4	20.53	20.98	21.44	22.53	23.61	24.70	25.89	27.07	
5	21.24	21.68	22.14	23.21	24.28	25.35	26.51	27.66	
6	21.61	22.06	22.52	23.61	24.70	25.79	26.97	28.15	Tech. Services Librarian / Programming Coordinator / PD Administrative Assistant
7	22.30	22.75	23.20	24.27	25.34	26.41	27.58	28.74	Parks Laborer
8	22.69	23.14	23.60	24.69	25.78	26.88	28.05	29.23	Comm. Dev. Clerk / PD Office Mgr / Technology Support Specialist / Community Service Officer
9	23.37	23.81	24.26	25.33	26.41	27.48	28.64	29.80	
10	23.77	24.23	24.68	25.77	26.86	27.96	29.14	30.31	Utilities Worker / Streets Operator
11	24.43	24.87	25.33	26.40	27.47	28.54	29.70	30.87	Finance & Utilities Admin. Asst.
12	24.85	25.31	25.76	26.85	27.95	29.04	30.22	31.40	
13	25.49	25.95	26.39	27.46	28.53	29.60	30.77	31.93	
14	25.95	26.40	26.84	27.94	29.03	30.12	31.30	32.49	*Assistant Airport Manager / *Manager of Library Programming / *Public Safety & Comm. Coordinator / Public Works Technician
15	27.03	27.48	27.94	29.02	30.11	31.20	32.38	33.57	
16	27.62	28.06	28.52	29.59	30.66	31.73	32.89	34.06	Asst. Street Supervisor / Asst. Utilities Supervisor / Asst. Parks Supervisor
17	28.57	29.02	29.46	30.53	31.59	32.66	33.82	34.97	Code Compliance & Facilities Director / Water Plant Opr. / Waste Plant Opr.
18	29.63	30.07	30.52	31.58	32.65	33.72	34.88	36.04	
19	30.69	31.13	31.58	32.64	33.71	34.77	35.93	37.08	Deputy City Clerk
20	31.75	32.19	32.63	33.70	34.77	35.83	36.99	38.15	
21	32.80	33.25	33.69	34.76	35.82	36.89	38.05	39.21	
22	33.87	34.31	34.75	35.82	36.89	37.95	39.11	40.27	Building Inspector / Asst. Water Plant Supervisor / *Water Plant Chemist
23	34.92	35.37	35.81	36.88	37.94	39.01	40.17	41.33	*Utilities Supervisor / *Streets Supervisor / *Parks Supervisor
24	35.98	36.43	36.87	37.94	39.00	40.07	41.23	42.39	*IT Director / *Library Director
25	37.04	37.48	37.93	38.99	40.06	41.13	42.29	43.45	
26	38.10	38.54	38.99	40.05	41.12	42.18	43.34	44.51	
27	39.16	39.60	40.04	41.11	42.18	43.24	44.40	45.56	Projects Superintendent
28	40.22	40.66	41.11	42.17	43.24	44.30	45.46	46.63	*WA Plant Supervisor / *WW Plant Supervisor
29	41.28	41.72	42.17	43.23	44.30	45.37	46.52	47.68	*Operations Superintendent
30	42.33	42.78	43.22	44.29	45.37	46.43	47.58	48.74	*Community Development Director / *Nonlawyer Assistant
31	43.39	43.84	44.28	45.35	46.42	47.49	48.64	49.80	
32	44.45	44.90	45.34	46.42	47.48	48.55	49.70	50.86	
33	45.52	45.95	46.40	47.46	48.54	49.60	50.76	51.92	*City Clerk / *Senior Finance Manager
34	46.58	47.01	47.46	48.53	49.60	50.67	51.82	52.98	
35	47.64	48.08	48.53	49.59	50.66	51.72	52.89	54.04	HR Manager
36	48.70	49.14	49.59	50.65	51.72	52.79	53.95	55.10	
37	49.76	50.20	50.65	51.71	52.78	53.85	55.00	56.16	*Police Captain / *Fire Chief
38	50.82	51.26	51.71	52.77	53.84	54.90	56.06	57.21	
39	51.87	52.32	52.76	53.83	54.90	55.96	57.12	58.27	
40	52.94	53.38	53.83	54.89	55.96	57.02	58.18	59.33	
41	53.99	54.43	54.88	55.95	57.01	58.08	59.24	60.39	
42	55.05	55.50	55.94	57.01	58.07	59.14	60.30	61.45	
43	56.11	56.55	57.00	58.06	59.13	60.20	61.36	62.52	
44	57.17	57.61	58.06	59.12	60.19	61.26	62.42	63.58	*Finance Director/City Treasurer

**CITY OF BLAIR  
HOURLY WAGE SCHEDULE**

**EXHIBIT A**

<b>Effective October 1st, 2025 - September 30, 2026</b>									
		After 6 Mo.	After 1 Yr.	After 2 Yr.	After 3 Yr.	After 4 Yr.	After 5 Yr.	After 6 Yr.	
Pay Step	A	B	C	D	E	F	G	H	
Pay Grade									
									3% Increase
									RED=Newly created positions / BLUE=Airport
45	58.23	58.67	59.12	60.18	61.25	62.31	63.47	64.64	*Deputy City Admin of Public Works / *Deputy City Admin of Ops / *Deputy City Admin over Public Safety
46	59.53	59.98	60.42	61.49	62.55	63.62	64.78	65.93	
47	60.35	60.79	61.23	62.30	63.37	64.43	65.59	66.75	
48	61.41	61.85	62.30	63.36	64.43	65.49	66.65	67.81	
49	62.46	62.91	63.35	64.42	65.49	66.55	67.71	68.87	
50	63.52	63.97	64.41	65.48	66.54	67.61	68.77	69.93	
51	64.58	65.03	65.47	66.53	67.60	68.67	69.83	70.99	
52	65.64	66.09	66.53	67.59	68.66	69.74	70.89	72.05	
53	66.70	67.14	67.59	68.65	69.72	70.80	71.95	73.11	*Chief of Police
54	67.76	68.20	68.65	69.72	70.78	71.86	73.01	74.17	
55	68.82	69.26	69.71	70.77	71.85	72.91	74.06	75.22	
56	69.89	70.32	70.77	71.83	72.91	73.97	75.12	76.29	
57	76.67	77.06	77.44	77.83	78.22	78.61	79.00	79.40	*City Administrator
58	79.79	80.19	80.59	81.00	81.40	81.81	82.22	82.63	
59	83.04	83.46	83.87	84.29	84.71	85.14	85.56	85.99	
									*Exempt

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council have been presented with a FOP Contract between the City of Blair and City of Blair Police, FOP #83, (hereinafter “FOP #83) regarding the FOP #83 negotiations with the City of Blair.

WHEREAS the said agreement is on file with the City Clerk is acceptable to the City of Blair and attached as **Exhibit “A”**.

NOW, THEREFORE, BE IT RESOLVED that the FOP Contract between the City of Blair, Nebraska, and the FOP #83, 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 23<sup>rd</sup> DAY OF SEPTEMBER 2025.

CITY OF BLAIR, NEBRASKA

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

ATTEST:

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

(SEAL)



AN AGREEMENT BETWEEN  
THE CITY OF BLAIR, NEBRASKA  
AND  
THE FRATERNAL ORDER OF POLICE,  
BLAIR POLICE LODGE #83

FOR THE PERIOD OF

October 1, 2025 to September 30, 2027

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## ARTICLE 1 - PREAMBLE

This agreement entered into by and between the City of Blair, a municipal corporation, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police Blair Lodge #83, hereinafter referred to as the "FOP", and has as its purpose the promotion of harmonious relations between the City and its Employees, the establishment of an equitable procedure for the resolution of employment differences, the establishments of rates of pay, hours of work, safety standards, procedures for Employee advancement and other conditions of employment.

## ARTICLE 2 - DEFINITIONS

1. **Date of Hire** - The date an Employee begins full-time employment with the City of Blair.
2. **Appointing Authority**- The Mayor of the City of Blair.
3. **Appointment** - Designation of a qualified individual to a position in the municipal service.
4. **City** - The City of Blair, Nebraska.
5. **Civil Service Commission** Civil Service Commission as defined and authorized by the statutes of the State of Nebraska.
6. **Department** Police Department of the City of Blair, Nebraska.
7. **Department Head** duly appointed Chief of Police of the Blair Police Department.
8. **Effective Date** -The date on which any personnel action is affected. In the event an Employee is separated from the service of the City, this effective date shall be the Employee's last day of compensated service, exclusive of accrued vacation leave sick leave, or other leave.
9. **Emergency** - Sudden or unexpected happening, demanding immediate action.
10. **Employee** bargaining unit member.
11. **FOP** Fraternal Order of Police, Blair Lodge #83.
12. **Governing Body** - The City Council of Blair, Nebraska.

13. **Immediate Family** - Spouse, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law.
14. **Job Descriptions** - Written statement of the characteristic duties, responsibilities and qualification requirements of a given regular position in the city employment framework.
15. **Layoff** – The involuntary non-disciplinary separation of an Employee from duty because of the abolishment of a position due to material changes in duties, shortage or stoppage of work or lack of funds.
16. **Leave** - An authorized absence from regularly scheduled duty which has been approved by proper authority as provided herein.
17. **Pay Period** – The standard pay period begins on Sunday at 12 Midnight and ends fourteen (14) days later on Saturday at 11:59 P.M.
18. **Resignation** - Voluntary separation of an Employee from the service of the City.
19. **Separation** - Termination of employment by reason of disqualification or expiration of temporary assignment, layoff, resignation, retirement, dismissal or death or failure to successfully complete the probationary period.
20. **Suspension** - Discipline which constitutes the relieving of an Employee from duty with or without pay for a specific period of time dependent upon the seriousness of the action which brought the suspension.
21. **Entry Level Officer**- Any individual hired for a patrol position that is not certified by the State of Nebraska.
22. **Non-Nebraska Certified Officer**- any individual hired for a patrol position that is certified by another State but not by the State of Nebraska.
23. **Certified Officer**-any individual hired for a patrol position that is certified by the Nebraska Law Enforcement Training Center.
24. **Sworn Personnel**- personnel requiring law enforcement certification as recognized by the State of Nebraska.
25. **Transfer** - Moving an Employee from one position to another of the same class or of another

class having the same salary range, similar duties and requiring essentially the same basic qualifications.

26. **Vacancy** - A previously duly authorized position with no incumbent for which funds have been budgeted and which the appointing official considers essential to fulfill City needs and standards.
27. **Working Days** - Is defined as an 8, 9, 10 or 12-hour day depending on the Employee's job assignment.
28. **Day** – Unless otherwise specified, day(s) refers to an eight (8) hour calendar day(s) and not work day.

### **ARTICLE 3 - RECOGNITION**

#### **SECTION 1**

The City recognizes the Fraternal Order of Police, Lodge #83, ("FOP #83") as the exclusive collective bargaining agent for the bargaining unit consisting of Sergeants, Detectives, and Police Officers employed by the City of Blair, but excluding the Chief of Police and Captain.

#### **SECTION 2**

The City agrees not to recognize, deal with or enter into contractual relations either orally or written, with any other labor organization, agent, individual or group concerning rates of pay, hours or other terms or conditions of employment for any Employee included in the bargaining unit set forth in the agreement.

### **ARTICLE 4 - NO STRIKE/NO LOCKOUT**

#### **SECTION 1**

**No Strikes.** During the term of this Agreement, the FOP shall not strike. The Union acknowledges that Section 48-821 of the Statutes of the State of Nebraska, as may be amended, prohibits strikes. The Union agrees to abide by the laws of the State of Nebraska and to continue to protect the citizens of this community at all times including during periods of labor disputes. No Union official or agent shall directly or indirectly encourage bargaining unit members to engage in "blue flu" activities.

If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Department, the Employer shall promptly notify the Union representative as designated in this Agreement. Upon receipt of such notification, the Union agrees to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement and to urge such employees to cease such activity. The Union also agrees to use its best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity immediately.

## SECTION 2

No Lockouts. During the term of this Agreement, the Employer shall not lockout any Employees.

## **ARTICLE 5 - MAINTENANCE OF STANDARDS**

The City of Blair agrees to work towards maintaining high standards in conditions of employment in individual operations/classifications relating to wages, hours of work, overtime differentials, extended benefits, and general overall working conditions.

## **ARTICLE 6 - NON-DISCRIMINATION**

### SECTION 1

All provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin or protected age (ages 40 and older), military status, marital status, pregnancy, or any other prohibited basis under applicable local, state and federal law.

### SECTION 2

The parties hereby agree that no officer, agent's representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain or interfere with the rights of the Employees to form, join or assist labor organizations, or to refrain from any of these activities, including on the part of the Employees to withdraw, revoke or cancel FOP membership.

## **ARTICLE 7 - BULLETIN BOARD AND BALLOT BOXES**

### **SECTION 1**

The City shall permit the Fraternal Order of Police to use one bulletin board at the Blair Police Station, for posting FOP notices. Only the FOP President and his/her designee(s) shall be permitted to post or remove notices. The FOP shall be permitted to keep one (1) standard four (4) drawer vertical file cabinet not to exceed twenty-one (21) inches in width within the police facility.

### **SECTION 2**

The Employer shall permit the FOP to place a ballot box in the Employer's premises for use during non-duty hours for conducting an FOP election. No campaigning shall take place during duty hours.

### **SECTION 3**

The placement and maintenance of the ballot box shall be the responsibility and expense of the FOP.

## **ARTICLE 8 - FOP BUSINESS**

### **SECTION 1**

FOP members, not exceeding three (3) members, shall be granted leave from duty, so long as their absence does not result in a stoppage of work in the department, without pay for all meetings between the City and FOP for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such Employees are scheduled to be on duty.

### **SECTION 2**

FOP officials may use earned vacation or comp time leave from duty for the purpose of attending FOP meetings, conventions, educational conferences or conducting FOP business when it has been determined by the Chief of Police that such absences will not hinder the effective operation of the department. Such leave shall be contingent upon written request by the FOP and approval by the department head not less than ten (10) calendar days in advance of the requested leave dates.

## ARTICLE 9 - DUES CHECKOFF

### SECTION 1

The City shall deduct regular monthly FOP dues from the pay of each Employee covered by this agreement, provided at the time of such deduction there is in the possession of the City Treasurer a current, unrevoked, written assignment, executed by the Employees in a form designed by the FOP. Dues deductions for new members shall begin the first full pay period following the submission of the form to the City Treasurer and accounting department. Such authorization may be revoked by the Employee at any time given written notice thereof to the City Treasurer.

### SECTION 2

Such authorized deductions shall be made bi-weekly and will within twenty (20) days be remitted to the FOP account with notification to the designated FOP official. The FOP shall advise the City in writing of the name of such official.

### SECTION 3

Previously signed and unrevoked written authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.

### SECTION 4

If the City Treasurer receives an Employee revocation or authorization on or before the eighth day of a payroll period, no deduction will be made from that payroll period or subsequent payroll period. If such revocation is received after the eighth day of the payroll period, a deduction will be made from such payroll but shall not be made for subsequent payroll periods. If the City receives a revocation during any fiscal year, the Employee shall not be eligible to sign a new authorization until the start of the next fiscal year.

### SECTION 5

At the time of the execution of the agreement, the FOP shall advise the City in writing of the exact amount of the regular FOP dues utilizing a dollar or percentage figure based on the twenty-six (26) annual pay periods. If the FOP desires to change the dues amount, the FOP shall notify the City in writing and the new amount of dues thirty (30) days prior to the start of each fiscal year and the

new deduction shall begin the first pay period of the new fiscal year.

#### SECTION 6

The City shall not be liable for remittance of payment of any other sum than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as provided above, it shall make that deduction from the Employee's next pay period in which FOP dues are normally after written notification to the City of the error. If the City makes an overpayment to the FOP, the City will deduct that amount from the next remittance to the FOP. The FOP agrees to indemnify and hold the City harmless against all claims, lawsuits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City, under the provisions of this article.

#### SECTION 7

The dues checkoff shall replace the current Police Association voluntary flower checkoff and no other checkoff shall be allowed.

### **ARTICLE 10 - DISCIPLINARY PROCEDURE, EMPLOYEE RIGHTS AND PERSONNEL FILES**

#### SECTION 1

No Employee affected by this agreement shall be removed, suspended, demoted, or discharged, or anyway disciplined, except for just cause. Just cause shall be defined as cause a reasonable employer, acting in good faith, would deem a good and sufficient basis for the level and type of discipline levied. The City shall have the burden of proving just cause by a preponderance of the evidence. The City agrees that, absent egregious or extraordinary circumstances, the City shall employ progressive discipline. The City also agrees that it will apply discipline with an even hand to maintain consistency with respect to how employees are disciplined for the same or similar alleged infractions or policy violations.

#### SECTION 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 Warnings/Reprimands are not grievable; however, Employees are permitted to attach written comments to the documents that must always accompany the documents as long as the documents exist. All others (unless Employee is a new hire in probationary status) are grievable.

### SECTION 3

Any and all allegations which may result in suspension, demotion, removal or discharge shall be provided to the Employee via written notice at least seventy-two (72) hours before any meeting or interrogation with the Employee. If such action is based upon a citizen complaint, the Employee shall be provided a copy of the complaint with any notice of suspension, demotion, removal or discharge. The Employer shall not solicit complaints against Employees. An unfounded complaint shall not be kept in an Employee's personnel file.

### SECTION 4

Prior to interrogation, the Employee will be given a copy of the "Garrity" warning to sign if disciplinary action may result in suspension, demotion, removal or discharge. Note: "Garrity" still applies if disciplinary action may result in administrative action less than suspension, demotion, removal or discharge; however, copies of Garrity need not be distributed or read.

#### GARRITY

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of the United States, including the right to not be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent departmental charges."

### SECTION 5

The interrogation of an Employee shall be conducted in a private location at a reasonable hour, and when the Employee is on duty, unless the investigation dictates otherwise. Employees shall be relieved of responsibilities without loss of pay when being interrogated. This action shall not

prohibit any law enforcement agency from conducting criminal investigations whether alleged to have occurred during employment hours or any other time. The accused shall be informed prior to the interview of the name and rank of the person in charge of the interview. Questions directed to the Employee during the interview shall be asked by only one (1) interviewer at a time. The Employee has a right to have a FOP representative or attorney of his choosing during the interrogation.

## SECTION 6

Prior to any discipline being issued, the Employer must investigate the matter as thoroughly as possible. If the Employer is considering discipline that may result in suspension, demotion or removal, the Employer must, at a minimum, do the following:

1. Pre-Disciplinary "Pre-Loudermill" Notification: Written notification and/or accusation which sets forth the alleged misconduct, charges or grounds for investigation against the Employee. Such notification shall be given by the Employer to the Employee personally or by certified mail with return receipt requested to the address listed in the Employee's personnel file.

2. Pre-Disciplinary "Loudermill" Meeting: Prior to making a determination regarding the Employee's guilt or innocence of the charges, the Employer shall hold a pre-disciplinary meeting where the Employee and his/her Union representative and/or attorney are given an opportunity to hear the charges against the Employee and examine any evidence. At the meeting, the Employee shall be given an opportunity to explain his/her version of events. Upon completion of the pre-disciplinary meeting, within fourteen (14) calendar days, the Employer shall issue a written decision to the Employee notifying him/her of what discipline, if any, is being given and the reasons for the Employer's decision.

## SECTION 7

Suspension(s) with or without pay, Demotion, and Removal or Discharge shall be subject to the following procedures;

An employee wanting to appeal the decision of the Chief to suspend, demote, remove or discharge shall within ten (10) business days of the notice of action by the 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 Chief, alter

the decision, or vacate said decision of the Chief. If the Mayor vacates the Chief's decision the officer shall be reinstated with back pay.

If an employee does not agree with the Mayor's decision, he/she shall have the right to further appeal to the Civil Service Commission per the Civil Service regulations.

#### SECTION 8

Employees required to attend disciplinary meetings which may result in removal, demotion, discharge or suspension with or without pay will be given personal notice at least seventy-two (72) hours prior to the meeting.

#### SECTION 9

An Employee covered by this agreement shall have the right to be represented by an FOP representative or attorney of his choice, at any pre or post-disciplinary meeting or hearing. If the Employee chooses to have an attorney present, the Employee is solely responsible for any attorney fees.

#### SECTION 10

For actions which may result in suspension, demotion, removal or discharge, any interrogation of an Employee may be recorded and or transcribed either by the City or Employee if requested. The party who requests the recording shall furnish the other party with a copy of the recording upon request.

#### SECTION 11

When an Employee is placed on administrative paid leave while the Employer is investigating a matter concerning the Employee that could lead to suspension, demotion or discharge of the Employee, the leave shall in no way affect the Employee's seniority, accumulation of paid leave, insurance and/or any other benefits the Employee would have received if the Employee had been actively working.

#### SECTION 12

Reports, letters, disciplines or other material including written comments allegedly adverse to the interests of an Employee shall not be entered into his or her personnel file without notifying the Employee in writing of such addition to the personnel file. An Employee may make a written response to such document within ten (10) days. The Employee's response shall be attached to

the adverse material in the personnel file. Unfounded complaints shall never be entered into an Employee's personnel file.

### SECTION 13

Reports, letters, disciplines or other material including written comments allegedly adverse to the interest of an Employee may be removed from the Employee's personnel file at the Employee's request to Employer in accordance with the following:

1. Reports, letters, disciplines (other than suspensions or demotions), may be removed after one (1) year.
2. Disciplines of suspension and demotion may be removed after four (4) years.

### SECTION 14

Items removed from an Employee's personnel file shall not be used against an Employee for work purposes including discipline, evaluations, and promotions.

### SECTION 15

Each Employee shall, upon request, have the right to review his or her personnel file during regular business hours.

### SECTION 16

Notwithstanding Section 13, the Chief of Police may keep all complaints, allegations, critical incident reports and investigations, or personnel actions at a secure location within the Blair Police Station. Only the Chief of Police or his or her Designee shall have access to these records.

### SECTION 17

#### REVIEW OF IN-CAR-VIDEO AND BODY CAMERA SYSTEM RECORDINGS:

Recordings may be reviewed in any of the following situations:

1. By an employee to make sure the video system is working during required checks.
2. By an employee to assist with the writing of a report, supplement, or memorandum, or to prepare for an interrogation during an administrative or criminal investigation.

3. By authorized department personnel who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation.
4. By authorized persons for the purpose of reviewing evidence.
5. Recordings may be shown for the purposes of training value. If an involved employee objects to showing a recording, his objection will be submitted to the Chief to determine if the training value outweighs the employee's objection.
6. In no event shall any recording be used or shown for the purpose of ridicule or embarrassing any employee.
7. Employees shall not obtain, attempt to obtain, or convert for their personal use or for the unauthorized use of another person, any information from Department video files or the confidential files of any other agency.
8. By authorized department personnel to ensure compliance with Department Policies and Procedures, which may result in training or retraining of the employee.

## SECTION 18

Section 18.1 Definitions. A “critical incident” is any incident involving serious bodily injury or death of a suspect who is in custody or being pursued.

Section 18.2 Critical Incident Procedures.

- A. Following a critical incident, any employee immediately involved in the incident should be isolated from the scene and assigned a resource officer of his or her choice.
- B. A resource officer shall be a Police Officer or Sergeant whose role is to administer to the practical needs of the employee involved in the critical incident. Such practical needs may include, but are not limited to, calling the employee’s family to briefly inform them that the employee is safe and will be home late; calling the employee’s attorney(s); obtaining food for the employee; and obtaining a change of clothes for the employee. The resource officer shall not discuss the critical incident with the employee.
- C. The employee involved in the critical incident shall be afforded the right to call counsel of his or her choice following a critical incident.
- D. The employee shall not be ordered to give an oral or written statement regarding the critical incident by the City less than 48 hours after the incident. The employee shall be relieved

of all typical report writing requirements regarding the critical incident that may otherwise apply, including any use of force reports. The employee shall, under no circumstances, be ordered to give a written or oral statement regarding the critical incident without first being given the opportunity to review video of the incident (if any). If the employee is ordered to give an oral statement by the City, the employee shall have the right to counsel present at the time the oral statement is given. In the employee is ordered to give a written statement by the City, the employee shall have the right to assistance of counsel in preparing the written statement.

- E. If an employee is ordered to give a written or oral statement by the City, the employee shall be read the Garrity Warning set forth in this Agreement. Even if the Garrity Warning is not read to the employee, the protections set forth in the Garrity Warning shall apply to any statement the City orders an employee to give regarding a critical incident.
- F. Employees involved in a critical incident shall be placed on paid administrative leave until they are cleared by the City to return to work, which period of administrative leave shall be a minimum of seventy two (72) hours.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **SECTION 1**

A grievance is defined as any dispute concerning the interpretation or application of a provision of this agreement, or rules and regulations of the Department or City of Blair except disciplinary procedures which are not subject to this grievance procedure.

### **SECTION 2**

The FOP and/or any member of the bargaining unit shall be authorized to file a grievance. When the Employer receives a grievance filed by an Employee without FOP assistance, the Employee shall be responsible for notifying a designated FOP representative. A FOP representative shall have the right to be present at any discussion between the Employer and Employee regarding the grievance.

### **SECTION 3**

INFORMAL STEP: The FOP or Employee may initially discuss grievances with the Chief of Police in order to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached, the following procedure shall be available to the FOP or aggrieved

Employee:

STEP 1: The FOP or any Employee shall file a grievance, in writing, to the Chief. Such grievance must be filed within fourteen (14) calendar days from the date the Grievant became aware of the event giving rise to the grievance or the grievance will be presumed to have been waived. The Chief will respond, in writing, within ten (10) calendar days of receipt of the written grievance. The Chief's written response must include his reason(s) for the decision. The Chief, FOP and Grievant may meet to discuss the grievance prior to the Chief making a decision.

STEP 2: Within ten (10) calendar days after receiving the decision of the Chief on the grievance, the FOP or Grievant, if still dissatisfied with such decision, may appeal the decision by presenting the grievance in written form to the City Administrator. The City Administrator shall respond in writing to the Grievant within ten (10) calendar days after receiving the grievance. The City Administrator's written response must include his reason(s) for the decision. The City Administrator, FOP and Grievant may meet to discuss the grievance prior to the Chief making a decision.

STEP 3: Within thirty (30) calendar days after receiving the written decision of the City Administrator on the grievance, the FOP, if dissatisfied with such decision, may submit the grievance for binding arbitration or to a court of competent jurisdiction. Unless the parties mutually agree otherwise, the American Arbitration Association (AAA) shall be used to arbitrate the grievance. An Arbitrator so chosen shall be bound by and must apply the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The Arbitrator's award shall be final and binding upon the parties and the Grievant. The expense of such arbitration procedure shall be borne equally by the parties.

If an Employee chooses to pursue a grievance to arbitration without the support of the FOP, the Employee shall be responsible for half the expense of the arbitration and any costs he incurred for the arbitration including his attorney's fees. The FOP shall be allowed to have a representative present at the arbitration to ensure that the collective bargaining agreement is not violated.

#### SECTION 4

The time limits provided for in this grievance procedure shall be strictly construed and the failure of any party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever

is appropriate. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

#### SECTION 5

The Employer and the FOP or Grievant, by mutual agreement in writing, may extend time limits or waive any or all of the steps cited above.

### **ARTICLE 12 - EVALUATIONS**

#### SECTION 1

Evaluations shall be done a minimum of once a year.

#### SECTION 2

Evaluations of Officers shall be done by an immediate supervisor with input from other supervisors and approval and input from the Captain.

### **ARTICLE 13 - PROBATIONARY PERIOD**

#### SECTION 1

No appointment, or employment to a position designated as an entry level law enforcement position by the City Administrator, shall be deemed complete until the applicable probationary period has expired.

For an employee certified by the Nebraska Law Enforcement Training Center prior to the appointment or employment in question, the probationary period shall begin to run at the date of the appointment or employment in question and shall expire six months thereafter.

For an employee who has not been certified by the Nebraska Law Enforcement Training Center prior to the appointment or employment in question, the probationary period shall begin to run at the date of the appointment or employment in question and shall expire one (1) year after certification by the Nebraska Law Enforcement Training Center.

If an employee has not been certified by the Nebraska Law Enforcement Training Center prior to the effective date of the entry-level appointment or employment in question, but holds law enforcement certification or other equivalent credentialing from a jurisdiction within the United States other than Nebraska at the effective date of such entry-level appointment or employment, the probationary period shall expire one (1) year after the effective date of the employee's certification by the Nebraska Law Enforcement Training Center.

During the probationary period, Employees shall demonstrate an ability to perform the duties of the position assigned, the failure of which may result in termination.

## SECTION 2

Promoted Employees shall serve a six (6) month probationary period from the date of their promotion.

## SECTION 3

After the initial probationary period, no probation period other than those outlined above may be instituted.

# **ARTICLE 14 - SENIORITY**

## SECTION 1

Seniority shall be based on continuous length of fulltime service with the Blair Police Department without a break or interruption. The seniority of an employee is determined by the length of fulltime service computed in years, months and days from the beginning of his/her last continuous employment. Leaves of absence, leaves without pay, layoffs or suspensions for disciplinary reasons all for ninety (90) calendar days or less shall not constitute a break or interruption of service within the meaning of this section. Military Leave does not constitute a break or interruption of service with the Employer.

## SECTION 2

A list of Employees arranged in order of seniority shall be maintained and made available for examination by Employees. The list will be revised and updated at the end of each fiscal year.

## SECTION 3

Where two (2) or more Employees in the same classification are appointed on the same date, their seniority standing shall be determined based on the starting employment date of each Employee.

#### SECTION 4

Officers hired as a “lateral transfer” pursuant to the WAGES section of this contract shall be placed on the seniority list based on their date of hire and years of service with the Blair Police Department.

### **ARTICLE 15 - REDUCTION IN FORCE**

The Civil Service Commission shall make recommendations concerning a reduction-in-force policy to the governing body. The governing body shall consider such recommendations, but shall not be bound by them in establishing a reduction-in-force policy. Prior to the adoption of a reduction-in-force policy, the governing body shall, after giving reasonable notice to each police officer by first-class mail, conduct a public hearing.

The governing body shall adopt a reduction-in-force policy which shall consider factors including, but not limited to:

- (a) The multiple job skills recently or currently being performed by the employee;
- (b) The knowledge, skills, and abilities of the employee;
- (c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee;
- (d) The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto;
- (e) Required federal, state, or local certifications or licenses; and
- (f) Seniority.

### **ARTICLE 16 - TEMPORARY LIGHT DUTY**

#### SECTION 1

Temporary light duty assignments will be offered to Employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments if the City has light duty assignments available as determined by the Chief of Police with approval of the City Administrator.

## SECTION 2

Employees injured or otherwise disabled in the line of duty shall be given preference in initial assignment to light duty. Light duty assignments may be changed at any time, upon the approval of the treating physician, if deemed in the best interest of the Employee or the Employer.

## SECTION 3

This article in no way affects the privileges of Employees under the provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

Assignment to temporary light duty shall not affect an Employee's pay classification, pay increases, promotions, retirement benefits or other Employee benefits such as specialty pay.

## SECTION 4

Depending upon the nature and extent of the disability, an officer on temporary light duty may be prohibited or restricted from wearing the departmental uniform, carrying the service weapon or otherwise limited in employing police powers as determined by the Chief of Police.

## SECTION 5

Requests for temporary light-duty assignments shall be submitted to the Chief or designee. Requests must be accompanied by a physician's work recommendation and/or statement of medical certification to support a requested reassignment, which must be signed either by the treating physician or other licensed healthcare provider. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the healthcare provider of familiarity with the light-duty assignment and the fact that the Employee can physically assume the duties involved.

The Employer may require the Employee to submit to an independent medical examination by a health provider of the agency's choosing. In the event the opinion of this second health provider differs from the foregoing health provider, the Employee may request a third opinion at the

Employer's expense. The Employee and Employer shall cooperate and act in good faith in jointly selecting the third healthcare provider, and both parties shall be bound by that medical decision.

## SECTION 6

All Employees performing temporary light duty shall return to regular duty upon determination that they are physically and/or mentally able to perform all duties associated with their permanent position. Any return to normal duty must be accompanied by a written physician's recommendation and/or statement of medical certification which permits the Employee to return to work with no limitations and/or to perform all tasks commensurate with the applicable job description.

## **ARTICLE 17 - OUTSIDE EMPLOYMENT**

### SECTION 1

Employees shall be entitled to engage in outside employment provided the duties of the outside employment do not constitute a conflict of interest nor conflict with Employee's performance of duties with the Employer or such outside employment is in violation of the Blair Police Department Policies and Procedures. Duties with the Employer shall take priority over outside employment.

### SECTION 2

An Employee must notify the Chief of Police of the nature of all outside employment. Employees shall not use any clothing or equipment purchased by the City of Blair or that displays affiliation with the City of Blair in any outside employment. This includes, but is not limited to, any technology/radio equipment, bullet proof vests, and uniforms. For purposes of clarification, clothing allowance funds advanced to officers by the City will be interpreted as employee funds.

## **ARTICLE 18 - MANAGEMENT RIGHTS**

All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer.

The Union acknowledges the concept of "inherent management rights" and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

- (a) The right to determine, effectuate and implement the objectives and goals of the Department.
- (b) The right to manage and supervise all operations and functions of the Department.
- (c) The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue Department operations, work shifts and working hours.
- (d) The right to establish, modify, change and discontinue work standards.
- (e) The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of Department property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue Department operations or other legitimate reasons.
- (f) The right to increase, reduce, change, modify and alter the size and composition of the work force.
- (g) The right to determine, establish, set and implement management organization policies of the Department for the selection, training, transfer and reorganization of employees.
- (h) The right to create, establish, change, modify, subcontract and discontinue any Department function or operation.
- (i) The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of Department property and personnel.

- (j) The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures, policies which are not in conflict with this Agreement or state statute.
- (k) The right to determine and enforce employee work abilities and quality and quantity standards.
- (l) The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- (m) The right to maintain order and efficiency.
- (n) The right to determine residency requirements, including but not limited to minimum distances from the Police Department, minimum response time to report to the Police Department, and/or whether an employee must live within the City of Blair, Blair School District, or within Washington County.
  - a. Should the City change the requirements for any of the above, such change will only effect new hires.
  - b. Prior to considering a proposed change, the City shall give the FOP notice a minimum of 30 days prior to consideration of the change being placed on the Council agenda.
  - c. Should the City make any changes in residency requirements per the above, the new officer(s) shall have one year from the date of hire to make the move. The City Administrator shall have the authority to grant additional time if he/she feels circumstances warrant the additional time. Failure to comply with any necessary move shall result in immediate termination.
- (o) The City reserves the right to reopen negotiations for the limited purpose of offering the FOP access any updated benefits offered to non-FOP city employees.
- (p) If the contract is silent on a benefit, the City shall revert to whatever benefit unrepresented civilian employees receive.
- (q) The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

**ARTICLE 19 - VACATION LEAVE**

**SECTION 1**

Entry level, probationary Employees shall accrue vacation at the rate of 3.08 hours biweekly from their date of hire. The Chief of Police or his/her designee may grant vacation leave to probationary employees contingent upon staffing needs, provided the probationary employee has already accrued said leave. Beginning October 1, 2024, the vacation calculations of all Employees governed under this contract shall be based on Years of Service, which shall be calculated beginning with the earlier of the date the Employee became a sworn law enforcement officer by NLETC/Nebraska Crime Commission or the date the Employee was first appointed as a law enforcement officer by the City of Blair. Officers who were certified in Nebraska before their appointment/employment with the Blair Police Department shall provide proof of their Nebraska certification date to establish the start of their Years of Service calculation for the purposes of this benefit. Employees shall receive vacation on a biweekly basis as follows:

Years of Service	Per Pay Period Accrual	Annual Accrual	8-Hour Days	Maximum Amount of Vacation Accrual
Years 1-2	3.08	80	10	120
Years 3-4	3.69	96	12	144
Years 5-6	4.31	112	14	168
Years 7-8	4.92	128	16	192
Years 9-10	5.54	144	18	216
Years 11-12	5.85	152	19	228
Years 13-14	6.15	160	20	240
Years 15-17	6.46	168	21	252
Years 18-20	6.77	176	22	264
Years 21-24	7.08	184	23	276
Years 25-29	7.38	192	24	288
Years 30+	7.69	200	25	300

**SECTION 2**

All requests shall be received by the Chief or his/her designee at least fourteen (14) days in advance. Notwithstanding the foregoing, requests shall not be unreasonably denied.

### SECTION 3

Regular days off and holidays, occurring during an Employee's vacation time, shall not be charged against the vacation time.

### SECTION 4

Employees will stop accruing vacation during periods in which their vacation bank reaches the Maximum Amount of Vacation Accrual. Such Employees will begin accruing vacation any time their vacation bank drops below the Employee's corresponding Maximum Amount of Vacation Accrual.

### SECTION 5

No vacation shall be granted in advance of accrual.

### SECTION 6

Vacation may be taken in increments of one (1) hour periods.

### SECTION 7

Employees will be paid for all accrued vacation at time of resignation, retirement or in the case of death to the employee's estate.

## **ARTICLE 20 - SICK LEAVE**

### SECTION 1

Regular full-time employees and regular part-time employees normally working twenty (20) hours or more per week shall be provided with paid sick leave for use if unable to perform their work duties due to illness or injury, pregnancy, disease or exposure to contagious disease when presence at work would jeopardize the health of others, and for medical, dental, optical, or other health care appointments.

Full-time eligible employees shall accrue 3.75 hours of sick leave per pay period (Bi-Weekly), with the accrual for regular part-time employees prorated according to time worked.

Sick leave may not be accumulated beyond 944 hours for full-time employees working 40-hour weeks and a proportionate lesser amount for eligible part-time employees.

## SECTION 2

Use of Sick Leave. If an employee is not reporting for work due to sick leave, they (or a person authorized on their behalf) are required to contact the supervisor on duty as soon as possible.

- The initial minimum period of sick leave shall be one hour; anything over one hour may be taken in 15-minute increments.
- Sick leave shall not be granted in advance of accrual, but vacation and compensatory leave and/or leave without pay may be authorized for employees without sufficient sick leave to cover an absence.
- The City may request and obtain a physician's statement after (3) consecutive sick days taken by employees or otherwise verify the circumstances surrounding the taking of sick leave. The abuse of sick leave shall be grounds for disciplinary action.
- Sick leave shall not be transferable between employees.
- Sick leave may be used during the probationary period; however, sick leave cannot be used until after the pay period that it is earned.
- An employee may use sick leave to assist in the care, treatment and transportation of immediate family members for accidents, injuries and illness. (Immediate family shall be defined as the employee's spouse, child, stepchild, parent, stepparent, sibling, stepsibling, parent-in-law, in loco parentis, grandchild(ren) or other legal dependents.).
- Holidays occurring during periods of sick leave shall not be charged against such leave.
- Employees are able to substitute accumulated sick leave, as well as other accumulated paid leave, to cover the gap in Workers Compensation pay, not to exceed their base pay.

## SECTION 3

Payout of Sick Leave. Upon death, retirement, or resignation, accumulated sick leave shall be converted to pay at the following percentage of the employee's current wage, with a maximum of nine hundred forty-four (944) hours of sick leave to be converted: an employee shall be paid for 55% of the unused accumulated sick leave not to exceed the allotted accumulation.

Upon resignation in good standing and specifically excluding resignations prompted by any action of the employee which may result in disciplinary action, an employee who has current continuous employment with the City for not less than ten (10) years shall be paid a percentage of unused accumulated sick leave not to exceed 944 hours based on the number of years of service as follows:

10 years	5%	16 years	30%
11 years	5%	17 years	35%
12 years	10%	18 years	40%
13 years	15%	19 years	45%
14 years	20%	20 years	50%
15 years	25%	25 years	55%

No payment for unused accumulated sick leave shall be paid to an employee in the event of termination for cause or resignation prompted by an action of the employee that could result in disciplinary action.

SECTION 4

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment. Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Director for information and referral to appropriate services and resources.

## ARTICLE 21 - FAMILY MEDICAL LEAVE

### SECTION 1

The purpose of this section is to extend to the employees the leave they medically require for their health, the health of family members as defined in this policy, and to comply with the requirements of the Federal and State Family Medical Leave Acts) (FMLA), which allows the employee up to twelve weeks of unpaid medical leave for eligible medical conditions for the employee and eligible family members. Nothing in this Agreement shall reduce employees' rights and benefits below the minimum rights and benefits afforded to employees under the FMLA and any other applicable law.

### SECTION 2

Eligibility for FMLA Leave. Employees are eligible for FMLA leave if they:

- Have worked for The City for at least 12 months;
- Have worked at least 1,250 hours for The City during the 12 calendar months immediately preceding the request for leave.

The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the employee's USERRA-covered service obligation, or there was a written agreement that the employer intended to rehire the employee after the break in service.

Employees with any questions about their eligibility for FMLA leave should contact the HR Department for more information

### SECTION 3

#### **Basic FMLA Leave**

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for any one of the following reasons:

1. To care for the employee's newborn child, or to bond with the newborn child during the first 12 months following birth;

2. To care for or bond with a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent (“covered relation”) with a serious health condition;
4. For incapacity due to the employee’s pregnancy, prenatal medical or child birth;  
or
5. Because of the employee’s own serious health condition that renders the employee unable to perform an essential function of his or her position.

Married couples. In cases where a married couple is employed by the City, the two spouses together may take a combined total of 12 weeks’ leave during any 12- month period for reasons 1 and 2, or to care for a parent pursuant to reason 3.

Routine illnesses and medical procedures that last three (3) days or less are not covered by FMLA as a “serious health condition.” If a routine illness extends for a longer period, a Request for FMLA Leave must be submitted, and shall become effective back to the start of the illness or injury.

### **Military Family Leave**

There are two types of Military Family Leave available.

Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave for a qualifying exigency while the employee’s spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

- For Regular Armed Forces members, “covered active duty or call to covered active duty status” means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).
- For a member of the Reserve components of the Armed Forces (members of the National Guard and Reserves), “covered active duty or call to covered active duty status” means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a

- contingency operation.
- Qualifying exigencies may include:
  - o Short-notice deployment (seven or less calendar days)
  - o Attending certain military events and related activities
  - o Childcare or school activities
  - o Addressing certain financial and legal arrangements
  - o Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
  - o Attending certain counseling sessions
  - o Attending post-deployment activities (available for up to 90 days after the termination of the covered military member's covered active duty status, and to address issues arising from death of military member)
  - o Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
  - o Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by the City and the employee.

Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

- For a current member of the Armed Forces, including a member of the National Guard or Reserves, the member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.
- For a covered veteran, he or she must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

- An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

#### SECTION 4

##### **Pay, Benefits, and Protections during FMLA Leave.**

- **Leave is unpaid.** Family medical leave is unpaid leave (although employees may be eligible for use of sick leave, long-term disability payments, and/or workers' compensation benefits under those plans).
- **Substitution of paid time off for unpaid FMLA leave.** Family medical leave and leave time will run concurrently. Paid leaves will be exhausted in the following order: (1) sick; (2) vacation; and (3) compensatory time. An employee will be required to use such paid leaves, in the foregoing order, until they are exhausted. Substitution of paid leave for unpaid FMLA leave does not extend the 12-week FMLA period, and substitution shall not result in an employee receiving more than 100% of the employee's salary.

Employees are permitted to use a total of four (4) weeks of accrued paid leave for FMLA-qualifying bonding purposes after the birth or placement of a child, provided the employee has sufficient accrued paid leave (additional bonding leave would be unpaid). Employees who have given birth to a child may use up to twelve (12) weeks of accrued paid leave following the birth of the child, provided the employee has sufficient accrued paid leave to cover the absence (additional leave may be paid if the employee has sufficient paid leave to cover the absence and the leave is based upon medical necessity).

#### SECTION 5

Medical and other benefits. During an approved family medical leave, the City will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted during family medical leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay their portion of the premium through personal check.

An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, the City will send the employee a letter to this effect. If the City does not receive the premium payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least

30 calendar days at the end of the leave period, the employee will be required to reimburse the City for the cost of the premiums paid by the City for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

#### SECTION 6

Return to job at end of FMLA leave. Upon return from FMLA leave, eligible employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

#### SECTION 7

##### **Employee Responsibilities When Requesting FMLA Leave**

- If the need to use FMLA leave is foreseeable, the employee must give the City at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible or practicable, the employee must give notice as soon as practicable. Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

Whenever possible, requests for FMLA leave should be submitted to the HR Department using the Request for Family/Medical Leave form available from the HR Department.

- If the need for leave is not foreseeable, employees are required to provide as much notice as soon as practicable under the facts of the particular case. An employee requiring unforeseeable leave must, absent extraordinary circumstances, call his or her direct supervisor and provide sufficient information regarding the employee's need for leave to support a request for FMLA leave. It generally should be practicable for the employee to provide notice of leave within one business day.
- When submitting a request for FMLA leave, the employee must provide sufficient information for the City to determine if the leave might qualify as FMLA leave,

and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Calling in “sick” is not sufficient. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

## SECTION 8

### **Employer Responsibilities**

When an employee requests leave, the City will inform the employee whether they are eligible under the FMLA within five (5) business days, absent extenuating circumstances. If the employee is eligible for FMLA leave, the employee will be provided a written notice that includes details on any additional information they will be required to provide. If the employee is not eligible under the FMLA, the City will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as FMLA-protected, the City will inform the employee in writing and provide information on the amount of leave that will be counted against the employee’s 12- or 26-week entitlement.

## SECTION 9

### **Medical Certification**

If the employee is requesting leave because of the employee’s own or a covered relation’s serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from the HR Department. When the employee requests leave, the City will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after leave is requested). If the employee provides at least 30 days’ notice of medical leave, they should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The City, at its expense, may require an examination by a second healthcare provider designated by the City, if it reasonably doubts the medical certification initially provided. If the second healthcare provider’s opinion conflicts with the original medical certification, the City, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an

examination and provide a final and binding opinion.

The City may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided. Employees may also be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave, as required.

If the City deems the employee's medical certification incomplete, the City shall notify the employee in writing of what information is necessary to make the certification complete and sufficient, and must provide the employee at least seven (7) calendar days to cure the deficiency.

## SECTION 10

### **Reporting While on Leave**

An employee using FMLA must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

## SECTION 11

### **Intermittent and Reduced-Schedule Leave**

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced-schedule leave, the City may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits.

## **ARTICLE 22 - UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence of up to twelve (12) months may be granted at the discretion of the Employer. During such leave of absence, the Employee shall not accumulate bereavement leave, vacation time, sick leave, holiday pay, floating holidays nor shall the Employee be covered by the Employer's various insurance plans, although the Employee may secure insurance coverage upon payment, in advance, of premiums.

## **ARTICLE 23 - MILITARY LEAVE**

Military leave shall be granted in accordance with applicable federal and state laws, and is limited to one hundred twenty (120) hours of paid military leave a year for drill, summer camp,

deployment, training or other military orders, with no accumulation of unused leave carried over to the following calendar year. Such military leave may be taken in hourly increments. Employees who are members of the National Guard or Reserve shall provide their Unit Training Assembly (drill) schedule to their supervisor as soon as it is available from the Military Unit. Where practicable, the Agency shall allow the employee to flex his/her work schedule to accommodate Unit Training Assembly (drill) schedules.

**ARTICLE 24 - BEREAVEMENT LEAVE**

In the event of a death, a regular full time employee is authorized a total of twenty-four (24) hours of paid funeral leave per fiscal year, which shall not be chargeable to vacation leave.

Funeral leave is to be taken in 15 minute increments.

Regular part-time employees pay will be prorated.

**ARTICLE 25 - HOLIDAYS**

**SECTION 1**

The following days and any other days that may be designated by the Employer, are paid holidays for Employees:

New Year's Day  
President's Day  
Memorial Day

Independence Day  
Labor Day  
Juneteenth

Thanksgiving Day  
Day Immediately after Thanksgiving Day  
Christmas Eve/Day after Christmas (if applicable) \*  
Christmas Day  
Veteran's Day\*\*

\*

All FOP employees will receive eight hours of holiday pay for the Christmas Eve holiday if Christmas Eve falls on Monday-Thursday only. Employees scheduled to work on any of these days will receive eight hours holiday pay and be eligible to be paid at the holiday pay rate.

All employees will receive eight hours of holiday pay for Christmas Eve, Christmas Day, and the day after Christmas if Christmas Day falls on a Thursday. Employees scheduled to work on any of these days will receive eight hours holiday pay and be eligible to be paid at the holiday pay rate.

If Christmas Eve falls on Friday-Sunday, employees will not receive eight hours of holiday pay for Christmas Eve. Employees will receive eight hours of holiday pay for Christmas Day only. Employees scheduled to work Christmas Day will receive eight hours of holiday pay and be eligible to be paid at the holiday pay rate.

All employees will receive eight hours of holiday pay for Christmas Day, regardless of what day of the week Christmas Day occurs. Employees scheduled to work on Christmas Day will be eligible to be paid at the holiday pay rate.

\*\*Veteran's Day is substituted for Columbus Day in this Agreement, and Columbus Day is no longer a holiday for members of FOP #83.

Holidays shall be observed on the actual calendar day for Patrol Officers and Sergeants, Holidays for all other employees will be the observed Holiday.

Should the City of Blair establish new holidays, the FOP reserves the right to reopen the contract for that limited negotiation of holidays.

## SECTION 2

Employees shall also receive twenty-four (24) hours of floating holidays with pay, floating holidays can be taken in eight (8) or twelve (12) hour increments; such floating holidays shall be taken at the employee's request. All request shall be submitted to the Chief/Designee at least ten (10) days in advance and shall not be unreasonably denied. Floating holidays not taken by employee at the end of the fiscal year shall be forfeited by employee and shall not carry over to the following fiscal year and shall not be paid out. All floating holidays must be used by the employee by the last working day of the last pay period of the fiscal year.

## SECTION 3

In addition to holiday pay, all hours an Employee works on a holiday, shall be compensated at the rate of one and one half (1.5) times the number of hours worked on such holiday with the holiday starting at 12:01 A.M. through midnight on the actual day of the holiday.

## SECTION 4

Employees shall receive eight (8) hours of holiday pay for the listed holidays, subject to the limitations set forth in Section 1 above.

Detectives, SROs, or TFO positions shall be off work with eight (8) hours of pay on the observed

holidays listed above. Any hours a Detective, SRO, or TFO works on a holiday shall be compensated at the premium rate as set forth in Section 3 above.

## **ARTICLE 26 - HOURS OF WORK AND DUTY SHIFTS**

### **SECTION 1**

Employees covered by this agreement are governed by a work schedule of eighty (80) hours in a fourteen (14) day period with overtime after eighty (80) hours in the pay cycle. Employees shall work shifts of eight (8) hours, nine (9) hours, ten (10) hours or twelve (12) hours as assigned by the Chief. Shifts for each category of each employee shall not change more often than four (4) times per year. For the purpose of determining an employee's entitlement to overtime compensation, vacation, holiday, and floating holiday leave shall count as hours worked.

Employees assigned as School Resource Officers (SRO) shall be governed by a work schedule of forty (40) hours in a seven (7) day period consisting of five (5) calendar eight (8) hour days during the school year. When school is not in session, both during the school year and summer, the SRO shall be governed by the shift schedule for patrolmen.

### **SECTION 2**

Employee's regular schedules shall be subject to flexing and/or reduction of scheduled hours to eliminate overtime and/or compensatory time at the discretion of the Chief. Any overtime hours must have the approval of the Chief or his designee and should be approved in advance whenever possible. Approval shall be indicated by the Chief initialing the Employee's time sheet.

### **SECTION 3**

The lunch/dinner break time for all members of the bargaining unit shall be included as time worked and shall not exceed thirty (30) minutes.

All employees may take one (1) fifteen (15) minute paid break per half shift.

## **ARTICLE 27 - WAGES**

### **SECTION 1**

Employees shall be paid in accordance with the amounts corresponding to their job classifications and pay steps under Appendix A. Employees shall advance to the next step on the pay scale on the first day of the pay period following the annual anniversary date of his/her hiring (or anniversary date of promotion, if the Employee is a Detective or Sergeant), provided the Employee has achieved an acceptable annual performance review. If an employee does not receive an acceptable annual performance review, the employee will be given three (3) months to bring the

review to acceptable, at which time the pay step increase will be approved. If the employee receives an acceptable annual performance review within the three (3) month period, he or she shall receive the pay increase on the 1<sup>st</sup> day of the pay period following the acceptable performance review (not the anniversary date of hiring or anniversary date of promotion). If the Employee does not receive an acceptable performance review following this three (3) month period, the Employee shall remain on his or her existing pay step until he or she receives an acceptable annual performance review.

Employees who are promoted will be placed on the pay scale step which is at least three (3) percent above the employee's hourly rate at the time of promotion. The employee will then progress up the pay scale as set forth above.

A newly hired employee who is certified as a law enforcement officer in the State of Nebraska and has prior law enforcement experience may, at the discretion of the Mayor following consultation with the Chief of Police, be placed on the wage scale higher than Step 1. An employee hired as a "lateral transfer" may be placed on the wage scales, vacation leave accrual rate tables, and sick leave payout table based on the years of prior law enforcement experience, certifications held, and documented on-the-job training. After initial placement on the wage scale, vacation leave accrual rate tables, sick leave accrual rate tables, and sick leave payout table, the officer will progress through said scales and tables based upon his or her credited years of service plus his or her actual years of service with the Police Department.

## SECTION 2

Specialty pay shall be received by employees assigned to SRO, FTO, Task Force, K-9, certified Instructors (including, but not limited to, Firearms, Defensive Tactics, TacMed Instructors),

School Resource Officers and officers assigned to any Task Force or Detective position shall receive three and one-half (3.5%) percent specialty pay above the regular rate of pay. School Resource Officers, Taks Force Officers, or Detectives are only eligible for one three and one-half (3.5%) percent specialty pay above their regular rate of pay regardless of it the officer holds multiple special assignments. Certified instructors, shall receive an additional one dollar and fifty cents (\$1.50) per hour specialty pay above the regular rate of pay during the time that they are administering the training. Field Training Officers shall receive an additional one dollar and fifty cents (\$1.50) per hour specialty pay above the regular rate of pay when training other officers. If an officer is moved from the specialty position to a position without specialty pay, their wage shall revert to a level compensable to that position without specialty pay.

K-9 officers shall receive specialty pay of seven (7) hours of straight pay on each bi-weekly payroll for the pay periods assigned a canine.

SECTION 3 - Non Certified Officer in Training

A new Non-Certified Officer shall receive beginning officer wage per hour as shown on exhibit A. Non-certified officers in training at the academy shall be paid for eighty-four (84) hours per two (2) week period with overtime for work beyond eighty-four (84) hours, only if certified and documented by an academy instructor as required class room time. This shall include all travel time to and from the Academy. Study time is not work time. Non-certified officers shall be paid the non-certified officer rate of pay established in Appendix A.

SECTION 4 - Shift Differential

An employee regularly assigned to an overnight shift shall receive a \$1.00 shift differential for all hours worked on the shift. Overnight shift shall be defined as any time between 10:00 PM to 5:00 AM

SECTION 5 - Hiring Bonus

Newly hired non-certified employees shall receive a minimum hiring bonus of \$1,500 upon completion of FTO and a second payment of \$1,500 at the end of their one-year probationary period. Newly hired certified officers shall receive a bonus of \$1,500 upon completion of FTO and a second payment of \$1,500 upon completion of their six (6) month probationary period. The City reserves the right to raise this bonus at any time as market demands but can revert to the minimum guaranteed at any time.

**ARTICLE 28 - LONGEVITY**

Longevity pay shall be made by adding the appropriate percentage to the eligible employees per hour wage on the first pay period following employee's anniversary date of hire in which the employee is eligible for longevity pay. Longevity shall be calculated from the starting date of employment with the Blair Police Department. Only years of service to the Police Department shall count towards longevity pay.

After five (5) years of continuous employment	1%
After ten (10) years of continuous employment	2%
After fifteen (15) years through remaining years of continuous employment	3%

## **ARTICLE 29 - EDUCATIONAL INCENTIVE**

Employees shall be entitled to tuition assistance in addition to any training required by the City.

The tuition assistance shall have the following terms:

- a. The City shall reimburse eligible employees for actual tuition, fees, and materials costs paid out-of-pocket by the employee, not to exceed \$200.00 per credit hour.
- b. An employee must not have less than one (1) years current continuous full time employment with the City to be eligible for tuition reimbursement.
- c. No tuition, fees, or materials reimbursement shall be made unless the employee attains successful completion of the course resulting in a grade equivalent of C or better.
- d. Tuition paid at any accredited college located in Nebraska shall be eligible for reimbursement.
- e. Tuition reimbursement shall be limited to courses required for an approved degree program or courses in math, science, English, speech, computer science or other courses that directly improve or enhance the employee's service to the City. Courses must be approved prior to starting the class by the City Administrator in order to qualify for reimbursement.
- f. Tuition reimbursement shall be limited to six (6) credit hours or an equivalent per semester.

## **ARTICLE 30 - OVERTIME, CALLBACK AND ON CALL/STAND BY PAY**

### **SECTION 1**

Employees that work in excess of eighty (80) hours in a two (2) week pay period shall be entitled to overtime pay. For the purpose of determining an employee's entitlement to overtime compensation, vacation, holiday hours, and floating holiday leave shall count as hours worked.

Employees electing overtime pay shall be paid for overtime work on the payroll for the pay period in which the overtime occurred and adequately documented, unless prior to the end of the pay period the City notifies the officers that due to timing of payroll and how it processes payroll, it will need to require time sheets early, then the overtime for that pay period will be applied on the next pay roll.

## SECTION 2

If an employee is called to duty during off-duty time or approved leave and such time does not coincide with his or her scheduled tour of duty, such employee shall be paid the greater of two (2) hours pay at one and one half (1 ½ ) times or pay at one and on half (1 ½) times actual hours worked, unless the change in schedule was made prior to the start of the current pay period. This section does not apply to fielding work-related calls described in Section 5, below.

## SECTION 3

If an employee must attend Court on the employee's off duty hours, then the employee shall receive the greater of two (2) hours pay at one and one half (1 1/2 ) times or pay at one and one half (1 1/2) times actual hours worked.

## SECTION 4

All hours worked on a grant award that contains an overtime funding provision will be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay, regardless of leave the employee has taken during the work period.

All hours worked on a contract of the City of Blair to provide law enforcement services (e.g., special duty assignments or extra duty assignments) shall be paid at a rate that is the greater of: (1) one and one-half times (1 ½) the employee's regular hourly rate of pay, provided the employee's actual hours worked exceed the 80 hour overtime threshold set forth in this Bargaining Agreement.

## SECTION 5

Any officer required to be on-call during a 24-hour period Monday through Thursday shall be compensated at the rate of one (1) hour of the officer's regular pay rate per day. An officer required to be on-call Friday through Sunday or on a holiday identified in the contract shall be compensated at the rate of two (2) hours of the officer's regular pay rate per day. On-call pay is not used in the calculation of overtime.

The time frame for which each officer shall be on call will be set on a rotating basis. If the officer is called outside of their normal working hours, while on call, the officer will be paid for actual time worked, in 15-minute increments with a 1 hour minimum at their regular rate.

On call pay and on call hours shall be assigned by the Chief of Police as needed. . If an officer on-call cannot be located by phone or radio when needed or is not fit for duty, the officer will not be paid on-call pay for that day and will be subject to disciplinary action. All officers on-call are required to comply with the City's Anti-Drug and Alcohol Policy.

#### SECTION 6

For all work-related calls fielded during off-duty hours, Sergeants, Detectives and TFO's shall receive the greater of fifteen (15) minutes' pay or the actual duration of the phone call as recorded on the time sheet and shall be subject to normal overtime policies. All work related phone calls shall be documented on the employee's time card with a brief explanation of the purpose or general nature of the call. Employees shall only call off-duty Sergeants, Detectives or TFOs when the information requested cannot be provided by an on-duty employee, the Captain, or the Chief of Police.

### **ARTICLE 31 - COMPENSATORY TIME**

#### SECTION 1

Employees that have accrued compensatory time, shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency. Compensatory time will not be unjustly denied.

#### SECTION 2

Employees may elect to receive compensatory time, which shall be awarded at time and one-half (1 1/2) for all hours worked, in lieu of overtime payment, and accumulate up to a maximum of one hundred (100) hours. Any overtime worked after the Employee has accumulated the maximum amount of compensatory hours shall be compensated at overtime pay.

#### SECTION 3

Compensatory time will be paid upon separation of employment with the City of Blair.

### **ARTICLE 32 - SHIFT BIDDING**

The Chief shall have the right to allow Employees to bid for shifts within their classification, but nothing in this agreement shall require the Chief and or City of Blair to offer shift bidding.

## **ARTICLE 33 - UNIFORMS AND EQUIPMENT**

### **SECTION 1**

The employer shall have the sole discretion to direct the uniforms and equipment needed by employees with input from the FOP. Employees will be granted one thousand five hundred dollars (\$1,500) per year for uniform/equipment replacement to be used at the officer's discretion. Newly hired employees shall receive the entirety of their uniform and necessary or required equipment paid for by the City.

Employees shall receive uniform/equipment payments twice a year (except newly hired employees shall receive their uniform allowance in a single payment) with only Social Security and Medicare withheld, the amount will be listed on the employees W-2. The payments will be made on the last pay period in March and September.

### **SECTION 2**

Officers assigned special duty (SWAT, BIKE PATROL, MOTORCYCLE etc.) requiring additional uniforms and equipment shall be given sufficient uniforms and equipment to be able to maintain a professional appearance. These uniforms and equipment shall be provided separate of the employee's normal duty uniform and equipment and shall not affect the employee's yearly clothing allowance.

Ballistic proof vest (Bullet Proof) shall be replaced at the employer's expense ninety (90) days before the manufacturer's warranty expires; the entire expense shall be borne by the employer and not be deducted from the employee's yearly clothing allowance. All ballistic vests shall be of NIJ level IIIA or higher rating. The Department shall also supply employees, at its own expense and without deducting from the employee's yearly clothing allowance, NIJ level IV rifle plates; provided, however, that the Department may instead provide a combination of vest and rifle plates that is the functional equivalent of NIJ level IV protection.

## **ARTICLE 34 - HEALTH, DENTAL, VISION AND LIFE INSURANCE**

### **SECTION 1**

The employer shall pay 100% of the cost of health insurance premiums for employees and 83% for Employees' families, Employee w/child(ren) and Employee w/Spouse. Members of the FOP shall receive the same health insurance coverage, under the same insurance company and policy as the

civilian employees. In the event it becomes necessary to change insurance carriers, the Employer shall make every effort to maintain a quality health care plan and affordable rates.

SECTION 2

The employer shall pay 100% of the cost of dental insurance premiums for employees and families.

SECTION 3

The employer shall pay 100% of the cost of vision insurance premiums for employees and families.

SECTION 4

The employer agrees to pay the full premium on a life insurance policy for each Employee equal to the greater of: (1) thirty-five thousand (\$35,000.00) dollars, spousal life insurance of fifteen thousand (\$15,000) dollars and dependent children in the amount of seven thousand five hundred (\$7,500) dollars; or (2) the single, spousal, and dependent children life insurance policy limits for unrepresented civilian City employees. The beneficiary shall be designated by the employee. In the absence or death of the beneficiary, the full amount shall be paid to the Employee's estate. Benefits will be paid for any on or off-duty death in which a policy benefit is paid. Employees will have the option of buying additional life insurance through the employer if available through the City's current policy with the City's insurer.

The employer shall make available, at the employee's expense, additional life insurance coverage options.

SECTION 5

The employer shall continue to pay benefits per Nebraska Statutes when an employee is injured on the job.

SECTION 6

The employer shall maintain a Long Term Disability Plan for all employees covered by this labor agreement.

SECTION 7

Employees, who are covered by spousal or other insurance and can provide documentation of health insurance which is comparable to the insurance provided by the employer, shall receive

\$150.00 per pay period for a single plan and \$200.00 per pay period for an employee+ for opting out of the employer's coverage.

### **ARTICLE 35 - INJURIES IN THE LINE OF DUTY**

Employees are covered by the Worker's Compensation Act as provided by the law of the State of Nebraska (R.R.S. 48-101 to 48-1,118) and as applicable per State of Nebraska (R.R.S 16-1011 and 16-1012). When an employee under this agreement is temporarily disabled on the job and entitled to Worker's Compensation benefits, the employee shall be eligible for a supplemental payment by the employer by use of accumulated sick leave, vacation leave, or compensatory leave calculated to the nearest hour. The supplemental payment shall be in the amount equal to the difference between the average weekly wage, as calculated for Worker's Compensation benefit and the benefit the employee receives. Such supplemental compensation shall continue for the period of temporary disability which shall not exceed a period of one (1) year.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any workers' compensation benefit and/or any wage or salary compensation received from the employer, result in the employee receiving total compensation greater than the average weekly wage for the applicable time period.

The payroll department of the City will provide the worker's compensation carrier with the payroll history. The insurance carrier will compute the average weekly wage and worker's compensation benefit. The employee's base compensation will be reduced so that regular pay, in addition to worker's compensation equals the employee's regular salary for a period of temporary disability which shall through the use of sick leave, vacation leave, or compensatory leave not to exceed one (1) year.

If an employee is not off work for a period of time that Worker's Compensation would reimburse the employee for the first week of lost wages, the City will reimburse the employee for the amount of any lost wages from either the employee's sick leave, compensatory leave, or annual leave.

### **ARTICLE 36 - C.I.R WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment set forth in this Agreement with respect to the time period between October 1, 2025 and September 30, 2027.

### **ARTICLE 37 - DURATION AND TERMINATION**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter within collective bargaining, and that the agreements were arrived at after the exercise of that right and are set forth in this Agreement. This Agreement shall be binding upon the parties hereto from October 1, 2025 to September 30, 2027.

**APPENDIX A**

Oct. 1, 2025-Sept. 30, 2026

4% Increase

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Non-Certified Officer</b>	28.10						
<b>Police Officer*</b>	31.22	32.94	34.65	36.37	38.08	39.80	43.75
<b>Sergeant</b>	35.74	38.54	41.34	44.14	46.97	49.73	52.53

Year 2

Oct. 1, 2026-Sept. 30, 2027

3% Officer Increase

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Non-Certified</b>	28.94						
<b>Police Officer*</b>	\$32.16	\$33.92	\$35.69	\$37.46	\$39.22	\$40.99	\$45.06
<b>Sergeant</b>	36.81	39.70	42.58	45.46	48.38	51.22	54.11

\*In accordance with ARTICLE 27 - WAGES, SECTION 2 of this Agreement, Detectives, School Resource Officers, and Task Force Officers shall be paid three and one-half percent (3.5%) above their corresponding step on the Police Officer payline.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of October 2025.

**FRATERNAL ORDER OF POLICE**

**LODGE NO. 83**

By: \_\_\_\_\_  
Joshua Hatheway, President, Lodge No. 83

By: \_\_\_\_\_  
Melinda K. Rump, Mayor

Attest: \_\_\_\_\_  
Brenda Wheeler, City Clerk

AN AGREEMENT BETWEEN  
THE CITY OF BLAIR, NEBRASKA  
AND  
THE FRATERNAL ORDER OF POLICE,  
BLAIR POLICE LODGE #83

FOR THE PERIOD OF

October 1, ~~2024-2025~~ to September 30,

~~2025~~2027

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## **ARTICLE 1 - PREAMBLE**

This agreement entered into by and between the City of Blair, a municipal corporation, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police Blair Lodge #83, hereinafter referred to as the "FOP", and has as its purpose the promotion of harmonious relations between the City and its Employees, the establishment of an equitable procedure for the resolution of employment differences, the establishments of rates of pay, hours of work, safety standards, procedures for Employee advancement and other conditions of employment.

## **ARTICLE 2 - DEFINITIONS**

1. **Date of Hire** - The date an Employee begins full-time employment with the City of Blair.
2. **Appointing Authority**- The Mayor of the City of Blair.
3. **Appointment** - Designation of a qualified individual to a position in the municipal service.
4. **City** - The City of Blair, Nebraska.
5. **Civil Service Commission** Civil Service Commission as defined and authorized by the statutes of the State of Nebraska.
6. **Department** Police Department of the City of Blair, Nebraska.
7. **Department Head** duly appointed Chief of Police of the Blair Police Department.
8. **Effective Date** -The date on which any personnel action is affected. In the event an Employee is separated from the service of the City, this effective date shall be the Employee's last day of compensated service, exclusive of accrued vacation leave sick leave, or other leave.
9. **Emergency** - Sudden or unexpected happening, demanding immediate action.
10. **Employee** bargaining unit member.
11. **FOP** Fraternal Order of Police, Blair Lodge #83.
12. **Governing Body** - The City Council of Blair, Nebraska.

13. **Immediate Family** - Spouse, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law.
14. **Job Descriptions** - Written statement of the characteristic duties, responsibilities and qualification requirements of a given regular position in the city employment framework.
15. **Layoff** – The involuntary non-disciplinary separation of an Employee from duty because of the abolishment of a position due to material changes in duties, shortage or stoppage of work or lack of funds.
16. **Leave** - An authorized absence from regularly scheduled duty which has been approved by proper authority as provided herein.
17. **Pay Period** – The standard pay period begins on Sunday at 12 Midnight and ends fourteen (14) days later on Saturday at 11:59 P.M.
18. **Resignation** - Voluntary separation of an Employee from the service of the City.
19. **Separation** - Termination of employment by reason of disqualification or expiration of temporary assignment, layoff, resignation, retirement, dismissal or death or failure to successfully complete the probationary period.
20. **Suspension** - Discipline which constitutes the relieving of an Employee from duty with or without pay for a specific period of time dependent upon the seriousness of the action which brought the suspension.
21. **Entry Level Officer**- Any individual hired for a patrol position that is not certified by the State of Nebraska.
22. **Non-Nebraska Certified Officer**- any individual hired for a patrol position that is certified by another State but not by the State of Nebraska.
23. **Certified Officer**-any individual hired for a patrol position that is certified by the Nebraska Law Enforcement Training Center.
24. **Sworn Personnel**- personnel requiring law enforcement certification as recognized by the State of Nebraska.
25. **Transfer** - Moving an Employee from one position to another of the same class or of another

class having the same salary range, similar duties and requiring essentially the same basic qualifications.

26. **Vacancy** - A previously duly authorized position with no incumbent for which funds have been budgeted and which the appointing official considers essential to fulfill City needs and standards.
27. **Working Days** - Is defined as an 8, 9, 10 or 12-hour day depending on the Employee's job assignment.
28. **Day** – Unless otherwise specified, day(s) refers to an eight (8) hour calendar day(s) and not work day.

### **ARTICLE 3 - RECOGNITION**

#### **SECTION 1**

The City recognizes the Fraternal Order of Police, Lodge #83, ("FOP #83") as the exclusive collective bargaining agent for the bargaining unit consisting of Sergeants, Detectives, and Police Officers employed by the City of Blair, but excluding the Chief of Police and Captain.

#### **SECTION 2**

The City agrees not to recognize, deal with or enter into contractual relations either orally or written, with any other labor organization, agent, individual or group concerning rates of pay, hours or other terms or conditions of employment for any Employee included in the bargaining unit set forth in the agreement.

### **ARTICLE 4 - NO STRIKE/NO LOCKOUT**

#### **SECTION 1**

**No Strikes.** During the term of this Agreement, the FOP shall not strike. The Union acknowledges that Section 48-821 of the Statutes of the State of Nebraska, as may be amended, prohibits strikes. The Union agrees to abide by the laws of the State of Nebraska and to continue to protect the citizens of this community at all times including during periods of labor disputes. No Union official or agent shall directly or indirectly encourage bargaining unit members to engage in "blue flu" activities.

If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Department, the Employer shall promptly notify the Union representative as designated in this Agreement. Upon receipt of such notification, the Union agrees to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement and to urge such employees to cease such activity. The Union also agrees to use its best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity immediately.

## SECTION 2

No Lockouts. During the term of this Agreement, the Employer shall not lockout any Employees.

## **ARTICLE 5 - MAINTENANCE OF STANDARDS**

The City of Blair agrees to work towards maintaining high standards in conditions of employment in individual operations/classifications relating to wages, hours of work, overtime differentials, extended benefits, and general overall working conditions.

## **ARTICLE 6 - NON-DISCRIMINATION**

### SECTION 1

All provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin or protected age (ages 40 and older), military status, marital status, pregnancy, or any other prohibited basis under applicable local, state and federal law.

### SECTION 2

The parties hereby agree that no officer, agent's representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain or interfere with the rights of the Employees to form, join or assist labor organizations, or to refrain from any of these activities, including on the part of the Employees to withdraw, revoke or cancel FOP membership.

## **ARTICLE 7 - BULLETIN BOARD AND BALLOT BOXES**

### **SECTION 1**

The City shall permit the Fraternal Order of Police to use one bulletin board at the Blair Police Station, for posting FOP notices. Only the FOP President and his/her designee(s) shall be permitted to post or remove notices. The FOP shall be permitted to keep one (1) standard four (4) drawer vertical file cabinet not to exceed twenty-one (21) inches in width within the police facility.

### **SECTION 2**

The Employer shall permit the FOP to place a ballot box in the Employer's premises for use during non-duty hours for conducting an FOP election. No campaigning shall take place during duty hours.

### **SECTION 3**

The placement and maintenance of the ballot box shall be the responsibility and expense of the FOP.

## **ARTICLE 8 - FOP BUSINESS**

### **SECTION 1**

FOP members, not exceeding three (3) members, shall be granted leave from duty, so long as their absence does not result in a stoppage of work in the department, without pay for all meetings between the City and FOP for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such Employees are scheduled to be on duty.

### **SECTION 2**

FOP officials may use earned vacation or comp time leave from duty for the purpose of attending FOP meetings, conventions, educational conferences or conducting FOP business when it has been determined by the Chief of Police that such absences will not hinder the effective operation of the department. Such leave shall be contingent upon written request by the FOP and approval by the department head not less than ten (10) calendar days in advance of the requested leave dates.

## **ARTICLE 9 - DUES CHECKOFF**

### **SECTION 1**

The City shall deduct regular monthly FOP dues from the pay of each Employee covered by this agreement, provided at the time of such deduction there is in the possession of the City Treasurer a current, unrevoked, written assignment, executed by the Employees in a form designed by the FOP. Dues deductions for new members shall begin the first full pay period following the submission of the form to the City Treasurer and accounting department. Such authorization may be revoked by the Employee at any time given written notice thereof to the City Treasurer.

### **SECTION 2**

Such authorized deductions shall be made bi-weekly and will within twenty (20) days be remitted to the FOP account with notification to the designated FOP official. The FOP shall advise the City in writing of the name of such official.

### **SECTION 3**

Previously signed and unrevoked written authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.

### **SECTION 4**

If the City Treasurer receives an Employee revocation or authorization on or before the eighth day of a payroll period, no deduction will be made from that payroll period or subsequent payroll period. If such revocation is received after the eighth day of the payroll period, a deduction will be made from such payroll but shall not be made for subsequent payroll periods. If the City receives a revocation during any fiscal year, the Employee shall not be eligible to sign a new authorization until the start of the next fiscal year.

### **SECTION 5**

At the time of the execution of the agreement, the FOP shall advise the City in writing of the exact amount of the regular FOP dues utilizing a dollar or percentage figure based on the twenty-six (26) annual pay periods. If the FOP desires to change the dues amount, the FOP shall notify the City in writing and the new amount of dues thirty (30) days prior to the start of each fiscal year and the

new deduction shall begin the first pay period of the new fiscal year.

#### SECTION 6

The City shall not be liable for remittance of payment of any other sum than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as provided above, it shall make that deduction from the Employee's next pay period in which FOP dues are normally after written notification to the City of the error. If the City makes an overpayment to the FOP, the City will deduct that amount from the next remittance to the FOP. The FOP agrees to indemnify and hold the City harmless against all claims, lawsuits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City, under the provisions of this article.

#### SECTION 7

The dues checkoff shall replace the current Police Association voluntary flower checkoff and no other checkoff shall be allowed.

### **ARTICLE 10 - DISCIPLINARY PROCEDURE, EMPLOYEE RIGHTS AND PERSONNEL FILES**

#### SECTION 1

No Employee affected by this agreement shall be removed, suspended, demoted, or discharged, or anyway disciplined, except for just cause. Just cause shall be defined as cause a reasonable employer, acting in good faith, would deem a good and sufficient basis for the level and type of discipline levied. The City shall have the burden of proving just cause by a preponderance of the evidence. The City agrees that, absent egregious or extraordinary circumstances, the City shall employ progressive discipline. The City also agrees that it will apply discipline with an even hand to maintain consistency with respect to how employees are disciplined for the same or similar alleged infractions or policy violations.

#### SECTION 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 Warnings/Reprimands are not grievable; however, Employees are permitted to attach written comments to the documents that must always accompany the documents as long as the documents exist. All others (unless Employee is a new hire in probationary status) are grievable.

### SECTION 3

Any and all allegations which may result in suspension, demotion, removal or discharge shall be provided to the Employee via written notice at least seventy-two (72) hours before any meeting or interrogation with the Employee. If such action is based upon a citizen complaint, the Employee shall be provided a copy of the complaint with any notice of suspension, demotion, removal or discharge. The Employer shall not solicit complaints against Employees. An unfounded complaint shall not be kept in an Employee's personnel file.

### SECTION 4

Prior to interrogation, the Employee will be given a copy of the "Garrity" warning to sign if disciplinary action may result in suspension, demotion, removal or discharge. Note: "Garrity" still applies if disciplinary action may result in administrative action less than suspension, demotion, removal or discharge; however, copies of Garrity need not be distributed or read.

#### GARRITY

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of the United States, including the right to not be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent departmental charges."

### SECTION 5

The interrogation of an Employee shall be conducted in a private location at a reasonable hour, and when the Employee is on duty, unless the investigation dictates otherwise. Employees shall be relieved of responsibilities without loss of pay when being interrogated. This action shall not

prohibit any law enforcement agency from conducting criminal investigations whether alleged to have occurred during employment hours or any other time. The accused shall be informed prior to the interview of the name and rank of the person in charge of the interview. Questions directed to the Employee during the interview shall be asked by only one (1) interviewer at a time. The Employee has a right to have a FOP representative or attorney of his choosing during the interrogation.

## SECTION 6

Prior to any discipline being issued, the Employer must investigate the matter as thoroughly as possible. If the Employer is considering discipline that may result in suspension, demotion or removal, the Employer must, at a minimum, do the following:

1. Pre-Disciplinary "Pre-Loudermill" Notification: Written notification and/or accusation which sets forth the alleged misconduct, charges or grounds for investigation against the Employee. Such notification shall be given by the Employer to the Employee personally or by certified mail with return receipt requested to the address listed in the Employee's personnel file.
2. Pre-Disciplinary "Loudermill" Meeting: Prior to making a determination regarding the Employee's guilt or innocence of the charges, the Employer shall hold a pre-disciplinary meeting where the Employee and his/her Union representative and/or attorney are given an opportunity to hear the charges against the Employee and examine any evidence. At the meeting, the Employee shall be given an opportunity to explain his/her version of events. Upon completion of the pre-disciplinary meeting, within fourteen (14) calendar days, the Employer shall issue a written decision to the Employee notifying him/her of what discipline, if any, is being given and the reasons for the Employer's decision.

## SECTION 7

Suspension(s) with or without pay, Demotion, and Removal or Discharge shall be subject to the following procedures;

An employee wanting to appeal the decision of the Chief to suspend, demote, remove or discharge shall within ten (10) business days of the notice of action by the 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 Chief, alter

the decision, or vacate said decision of the Chief. If the Mayor vacates the Chief's decision the officer shall be reinstated with back pay.

If an employee does not agree with the Mayor's decision, he/she shall have the right to further appeal to the Civil Service Commission per the Civil Service regulations.

#### SECTION 8

Employees required to attend disciplinary meetings which may result in removal, demotion, discharge or suspension with or without pay will be given personal notice at least seventy-two (72) hours prior to the meeting.

#### SECTION 9

An Employee covered by this agreement shall have the right to be represented by an FOP representative or attorney of his choice, at any pre or post-disciplinary meeting or hearing. If the Employee chooses to have an attorney present, the Employee is solely responsible for any attorney fees.

#### SECTION 10

For actions which may result in suspension, demotion, removal or discharge, any interrogation of an Employee may be recorded and or transcribed either by the City or Employee if requested. The party who requests the recording shall furnish the other party with a copy of the recording upon request.

#### SECTION 11

When an Employee is placed on administrative paid leave while the Employer is investigating a matter concerning the Employee that could lead to suspension, demotion or discharge of the Employee, the leave shall in no way affect the Employee's seniority, accumulation of paid leave, insurance and/or any other benefits the Employee would have received if the Employee had been actively working.

#### SECTION 12

Reports, letters, disciplines or other material including written comments allegedly adverse to the interests of an Employee shall not be entered into his or her personnel file without notifying the Employee in writing of such addition to the personnel file. An Employee may make a written response to such document within ten (10) days. The Employee's response shall be attached to

the adverse material in the personnel file. Unfounded complaints shall never be entered into an Employee's personnel file.

### SECTION 13

Reports, letters, disciplines or other material including written comments allegedly adverse to the interest of an Employee may be removed from the Employee's personnel file at the Employee's request to Employer in accordance with the following:

1. Reports, letters, disciplines (other than suspensions or demotions), may be removed after one (1) year.
2. Disciplines of suspension and demotion may be removed after four (4) years.

### SECTION 14

Items removed from an Employee's personnel file shall not be used against an Employee for work purposes including discipline, evaluations, and promotions.

### SECTION 15

Each Employee shall, upon request, have the right to review his or her personnel file during regular business hours.

### SECTION 16

Notwithstanding Section 13, the Chief of Police may keep all complaints, allegations, critical incident reports and investigations, or personnel actions at a secure location within the Blair Police Station. Only the Chief of Police or his or her Designee shall have access to these records.

### SECTION 17

#### REVIEW OF IN-CAR-VIDEO AND BODY CAMERA SYSTEM RECORDINGS:

Recordings may be reviewed in any of the following situations:

1. By an employee to make sure the video system is working during required checks.
2. By an employee to assist with the writing of a report, supplement, or memorandum, or to prepare for an interrogation during an administrative or criminal investigation.

3. By authorized department personnel who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation.
4. By authorized persons for the purpose of reviewing evidence.
5. Recordings may be shown for the purposes of training value. If an involved employee objects to showing a recording, his objection will be submitted to the Chief to determine if the training value outweighs the employee's objection.
6. In no event shall any recording be used or shown for the purpose of ridicule or embarrassing any employee.
7. Employees shall not obtain, attempt to obtain, or convert for their personal use or for the unauthorized use of another person, any information from Department video files or the confidential files of any other agency.
8. By authorized department personnel to ensure compliance with Department Policies and Procedures, which may result in training or retraining of the employee.

## SECTION 18

Section 18.1 Definitions. A “critical incident” is any incident involving serious bodily injury or death of a suspect who is in custody or being pursued.

Section 18.2 Critical Incident Procedures.

- A. Following a critical incident, any employee immediately involved in the incident should be isolated from the scene and assigned a resource officer of his or her choice.
- B. A resource officer shall be a Police Officer or Sergeant whose role is to administer to the practical needs of the employee involved in the critical incident. Such practical needs may include, but are not limited to, calling the employee’s family to briefly inform them that the employee is safe and will be home late; calling the employee’s attorney(s); obtaining food for the employee; and obtaining a change of clothes for the employee. The resource officer shall not discuss the critical incident with the employee.
- C. The employee involved in the critical incident shall be afforded the right to call counsel of his or her choice following a critical incident.
- D. The employee shall not be ordered to give an oral or written statement regarding the critical incident by the City less than 48 hours after the incident. The employee shall be relieved

of all typical report writing requirements regarding the critical incident that may otherwise apply, including any use of force reports. The employee shall, under no circumstances, be ordered to give a written or oral statement regarding the critical incident without first being given the opportunity to review video of the incident (if any). If the employee is ordered to give an oral statement by the City, the employee shall have the right to counsel present at the time the oral statement is given. In the employee is ordered to give a written statement by the City, the employee shall have the right to assistance of counsel in preparing the written statement.

- E. If an employee is ordered to give a written or oral statement by the City, the employee shall be read the Garrity Warning set forth in this Agreement. Even if the Garrity Warning is not read to the employee, the protections set forth in the Garrity Warning shall apply to any statement the City orders an employee to give regarding a critical incident.
- F. Employees involved in a critical incident shall be placed on paid administrative leave until they are cleared by the City to return to work, which period of administrative leave shall be a minimum of seventy two (72) hours.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **SECTION 1**

A grievance is defined as any dispute concerning the interpretation or application of a provision of this agreement, or rules and regulations of the Department or City of Blair except disciplinary procedures which are not subject to this grievance procedure.

### **SECTION 2**

The FOP and/or any member of the bargaining unit shall be authorized to file a grievance. When the Employer receives a grievance filed by an Employee without FOP assistance, the Employee shall be responsible for notifying a designated FOP representative. A FOP representative shall have the right to be present at any discussion between the Employer and Employee regarding the grievance.

### **SECTION 3**

**INFORMAL STEP:** The FOP or Employee may initially discuss grievances with the Chief of Police in order to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached, the following procedure shall be available to the FOP or aggrieved

Employee:

STEP 1: The FOP or any Employee shall file a grievance, in writing, to the Chief. Such grievance must be filed within fourteen (14) calendar days from the date the Grievant became aware of the event giving rise to the grievance or the grievance will be presumed to have been waived. The Chief will respond, in writing, within ten (10) calendar days of receipt of the written grievance. The Chief's written response must include his reason(s) for the decision. The Chief, FOP and Grievant may meet to discuss the grievance prior to the Chief making a decision.

STEP 2: Within ten (10) calendar days after receiving the decision of the Chief on the grievance, the FOP or Grievant, if still dissatisfied with such decision, may appeal the decision by presenting the grievance in written form to the City Administrator. The City Administrator shall respond in writing to the Grievant within ten (10) calendar days after receiving the grievance. The City Administrator's written response must include his reason(s) for the decision. The City Administrator, FOP and Grievant may meet to discuss the grievance prior to the Chief making a decision.

STEP 3: Within thirty (30) calendar days after receiving the written decision of the City Administrator on the grievance, the FOP, if dissatisfied with such decision, may submit the grievance for binding arbitration or to a court of competent jurisdiction. Unless the parties mutually agree otherwise, the American Arbitration Association (AAA) shall be used to arbitrate the grievance. An Arbitrator so chosen shall be bound by and must apply the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The Arbitrator's award shall be final and binding upon the parties and the Grievant. The expense of such arbitration procedure shall be borne equally by the parties.

If an Employee chooses to pursue a grievance to arbitration without the support of the FOP, the Employee shall be responsible for half the expense of the arbitration and any costs he incurred for the arbitration including his attorney's fees. The FOP shall be allowed to have a representative present at the arbitration to ensure that the collective bargaining agreement is not violated.

#### SECTION 4

The time limits provided for in this grievance procedure shall be strictly construed and the failure of any party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever

is appropriate. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

#### SECTION 5

The Employer and the FOP or Grievant, by mutual agreement in writing, may extend time limits or waive any or all of the steps cited above.

### **ARTICLE 12 - EVALUATIONS**

#### SECTION 1

Evaluations shall be done a minimum of once a year.

#### SECTION 2

Evaluations of Officers shall be done by an immediate supervisor with input from other supervisors and approval and input from the Captain.

### **ARTICLE 13 - PROBATIONARY PERIOD**

#### SECTION 1

No appointment, or employment to a position designated as an entry level law enforcement position by the City Administrator, shall be deemed complete until the applicable probationary period has expired.

For an employee certified by the Nebraska Law Enforcement Training Center prior to the appointment or employment in question, the probationary period shall begin to run at the date of the appointment or employment in question and shall expire six months thereafter.

For an employee who has not been certified by the Nebraska Law Enforcement Training Center prior to the appointment or employment in question, the probationary period shall begin to run at the date of the appointment or employment in question and shall expire one (1) year after certification by the Nebraska Law Enforcement Training Center.

If an employee has not been certified by the Nebraska Law Enforcement Training Center prior to the effective date of the entry-level appointment or employment in question, but holds law enforcement certification or other equivalent credentialing from a jurisdiction within the United States other than Nebraska at the effective date of such entry-level appointment or employment, the probationary period shall expire one (1) year after the effective date of the employee's certification by the Nebraska Law Enforcement Training Center.

During the probationary period, Employees shall demonstrate an ability to perform the duties of the position assigned, the failure of which may result in termination.

## SECTION 2

Promoted Employees shall serve a six (6) month probationary period from the date of their promotion.

## SECTION 3

After the initial probationary period, no probation period other than those outlined above may be instituted.

# **ARTICLE 14 - SENIORITY**

## SECTION 1

Seniority shall be based on continuous length of fulltime service with the Blair Police Department without a break or interruption. The seniority of an employee is determined by the length of fulltime service computed in years, months and days from the beginning of his/her last continuous employment. Leaves of absence, leaves without pay, layoffs or suspensions for disciplinary reasons all for ninety (90) calendar days or less shall not constitute a break or interruption of service within the meaning of this section. Military Leave does not constitute a break or interruption of service with the Employer.

## SECTION 2

A list of Employees arranged in order of seniority shall be maintained and made available for examination by Employees. The list will be revised and updated at the end of each fiscal year.

## SECTION 3

Where two (2) or more Employees in the same classification are appointed on the same date, their seniority standing shall be determined based on the starting employment date of each Employee.

#### SECTION 4

Officers hired as a “lateral transfer” pursuant to the WAGES section of this contract shall be placed on the seniority list based on their date of hire and years of service with the Blair Police Department.

### **ARTICLE 15 - REDUCTION IN FORCE**

The Civil Service Commission shall make recommendations concerning a reduction-in-force policy to the governing body. The governing body shall consider such recommendations, but shall not be bound by them in establishing a reduction-in-force policy. Prior to the adoption of a reduction-in-force policy, the governing body shall, after giving reasonable notice to each police officer by first-class mail, conduct a public hearing.

The governing body shall adopt a reduction-in-force policy which shall consider factors including, but not limited to:

- (a) The multiple job skills recently or currently being performed by the employee;
- (b) The knowledge, skills, and abilities of the employee;
- (c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee;
- (d) The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto;
- (e) Required federal, state, or local certifications or licenses; and
- (f) Seniority.

### **ARTICLE 16 - TEMPORARY LIGHT DUTY**

#### SECTION 1

Temporary light duty assignments will be offered to Employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments if the City has light duty assignments available as determined by the Chief of Police with approval of the City Administrator.

## SECTION 2

Employees injured or otherwise disabled in the line of duty shall be given preference in initial assignment to light duty. Light duty assignments may be changed at any time, upon the approval of the treating physician, if deemed in the best interest of the Employee or the Employer.

## SECTION 3

This article in no way affects the privileges of Employees under the provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

Assignment to temporary light duty shall not affect an Employee's pay classification, pay increases, promotions, retirement benefits or other Employee benefits such as specialty pay.

## SECTION 4

Depending upon the nature and extent of the disability, an officer on temporary light duty may be prohibited or restricted from wearing the departmental uniform, carrying the service weapon or otherwise limited in employing police powers as determined by the Chief of Police.

## SECTION 5

Requests for temporary light-duty assignments shall be submitted to the Chief or designee. Requests must be accompanied by a physician's work recommendation and/or statement of medical certification to support a requested reassignment, which must be signed either by the treating physician or other licensed healthcare provider. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the healthcare provider of familiarity with the light-duty assignment and the fact that the Employee can physically assume the duties involved.

The Employer may require the Employee to submit to an independent medical examination by a health provider of the agency's choosing. In the event the opinion of this second health provider differs from the foregoing health provider, the Employee may request a third opinion at the

Employer's expense. The Employee and Employer shall cooperate and act in good faith in jointly selecting the third healthcare provider, and both parties shall be bound by that medical decision.

## SECTION 6

All Employees performing temporary light duty shall return to regular duty upon determination that they are physically and/or mentally able to perform all duties associated with their permanent position. Any return to normal duty must be accompanied by a written physician's recommendation and/or statement of medical certification which permits the Employee to return to work with no limitations and/or to perform all tasks commensurate with the applicable job description.

## **ARTICLE 17 - OUTSIDE EMPLOYMENT**

### SECTION 1

Employees shall be entitled to engage in outside employment provided the duties of the outside employment do not constitute a conflict of interest nor conflict with Employee's performance of duties with the Employer or such outside employment is in violation of the Blair Police Department Policies and Procedures. Duties with the Employer shall take priority over outside employment.

### SECTION 2

An Employee must notify the Chief of Police of the nature of all outside employment. Employees shall not use any clothing or equipment purchased by the City of Blair or that displays affiliation with the City of Blair in any outside employment. This includes, but is not limited to, any technology/radio equipment, bullet proof vests, and uniforms. For purposes of clarification, clothing allowance funds advanced to officers by the City will be interpreted as employee funds.

## **ARTICLE 18 - MANAGEMENT RIGHTS**

All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer.

The Union acknowledges the concept of "inherent management rights" and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

- (a) The right to determine, effectuate and implement the objectives and goals of the Department.
- (b) The right to manage and supervise all operations and functions of the Department.
- (c) The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue Department operations, work shifts and working hours.
- (d) The right to establish, modify, change and discontinue work standards.
- (e) The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of Department property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue Department operations or other legitimate reasons.
- (f) The right to increase, reduce, change, modify and alter the size and composition of the work force.
- (g) The right to determine, establish, set and implement management organization policies of the Department for the selection, training, transfer and reorganization of employees.
- (h) The right to create, establish, change, modify, subcontract and discontinue any Department function or operation.
- (i) The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of Department property and personnel.

- (j) The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures, policies which are not in conflict with this Agreement or state statute.
- (k) The right to determine and enforce employee work abilities and quality and quantity standards.
- (l) The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- (m) The right to maintain order and efficiency.
- (n) The right to determine residency requirements, including but not limited to minimum distances from the Police Department, minimum response time to report to the Police Department, and/or whether an employee must live within the City of Blair, Blair School District, or within Washington County.
  - a. Should the City change the requirements for any of the above, such change will only effect new hires.
  - b. Prior to considering a proposed change, the City shall give the FOP notice a minimum of 30 days prior to consideration of the change being placed on the Council agenda.
  - c. Should the City make any changes in residency requirements per the above, the new officer(s) shall have one year from the date of hire to make the move. The City Administrator shall have the authority to grant additional time if he/she feels circumstances warrant the additional time. Failure to comply with any necessary move shall result in immediate termination.
- (o) The City reserves the right to reopen negotiations for the limited purpose of offering the FOP access any updated benefits offered to non-FOP city employees.
- (p) ~~If the contract is silent on a benefit, the City shall revert to whatever benefit unrepresented Ccivilian Employeesemployees receive.~~

~~(p)~~(q) The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

**ARTICLE 19 - VACATION LEAVE**

**SECTION 1**

Entry level, probationary Employees shall accrue vacation at the rate of 3.08 hours biweekly from their date of hire. The Chief of Police or his/her designee may grant vacation leave to probationary employees contingent upon staffing needs, provided the probationary employee has already accrued said leave. Beginning October 1, 2024, the vacation calculations of all Employees governed under this contract shall be based on Years of Service, which shall be calculated beginning with the earlier of the date the Employee became a sworn law enforcement officer by NLETC/Nebraska Crime Commission or the date the Employee was first appointed as a law enforcement officer by the City of Blair. Officers who were certified in Nebraska before their appointment/employment with the Blair Police Department shall provide proof of their Nebraska certification date to establish the start of their Years of Service calculation for the purposes of this benefit. Employees shall receive vacation on a biweekly basis as follows:

Years of Service	Per Pay Period Accrual	Annual Accrual	8-Hour Days	Maximum Amount of Vacation Accrual
Years 1-2	3.08	80	10	120
Years 3-4	3.69	96	12	144
Years 5-6	4.31	112	14	168
Years 7-8	4.92	128	16	192
Years 9-10	5.54	144	18	216
Years 11-12	5.85	152	19	228
Years 13-14	6.15	160	20	240
Years 15-17	6.46	168	21	252
Years 18-20	6.77	176	22	264
Years 21-24	7.08	184	23	276
Years 25-29	7.38	192	24	288
Years 30+	7.69	200	25	300

**SECTION 2**

All requests shall be received by the Chief or his/her designee at least fourteen (14) days in advance. Notwithstanding the foregoing, requests shall not be unreasonably denied.

### SECTION 3

Regular days off and holidays, occurring during an Employee's vacation time, shall not be charged against the vacation time.

### SECTION 4

Employees will stop accruing vacation during periods in which their vacation bank reaches the Maximum Amount of Vacation Accrual. Such Employees will begin accruing vacation any time their vacation bank drops below the Employee's corresponding Maximum Amount of Vacation Accrual.

### SECTION 5

No vacation shall be granted in advance of accrual.

### SECTION 6

Vacation may be taken in increments of one (1) hour periods.

### SECTION 7

Employees will be paid for all accrued vacation at time of resignation, retirement or in the case of death to the employee's estate.

## **ARTICLE 20 - SICK LEAVE**

### SECTION 1

Regular full-time employees and regular part-time employees normally working twenty (20) hours or more per week shall be provided with paid sick leave for use if unable to perform their work duties due to illness or injury, pregnancy, disease or exposure to contagious disease when presence at work would jeopardize the health of others, and for medical, dental, optical, or other health care appointments.

Full-time eligible employees shall accrue 3.75 hours of sick leave per pay period (Bi-Weekly), with the accrual for regular part-time employees prorated according to time worked.

Sick leave may not be accumulated beyond 944 hours for full-time employees working 40-hour weeks and a proportionate lesser amount for eligible part-time employees.

## SECTION 2

Use of Sick Leave. If an employee is not reporting for work due to sick leave, they (or a person authorized on their behalf) are required to contact the supervisor on duty as soon as possible.

- The initial minimum period of sick leave shall be one hour; anything over one hour may be taken in 15-minute increments.
- Sick leave shall not be granted in advance of accrual, but vacation and compensatory leave and/or leave without pay may be authorized for employees without sufficient sick leave to cover an absence.
- The City may request and obtain a physician's statement after (3) consecutive sick days taken by employees or otherwise verify the circumstances surrounding the taking of sick leave. The abuse of sick leave shall be grounds for disciplinary action.
- Sick leave shall not be transferable between employees.
- Sick leave may be used during the probationary period; however, sick leave cannot be used until after the pay period that it is earned.
- An employee may use sick leave to assist in the care, treatment and transportation of immediate family members for accidents, injuries and illness. (Immediate family shall be defined as the employee's spouse, child, stepchild, parent, stepparent, sibling, stepsibling, parent-in-law, in loco parentis, grandchild(ren) or other legal dependents.).
- Holidays occurring during periods of sick leave shall not be charged against such leave.
- Employees are able to substitute accumulated sick leave, as well as other accumulated paid leave, to cover the gap in Workers Compensation pay, not to exceed their base pay.

## SECTION 3

Payout of Sick Leave. Upon death, retirement, or resignation, accumulated sick leave shall be converted to pay at the following percentage of the employee’s current wage, with a maximum of nine hundred forty-four (944) hours of sick leave to be converted: an employee shall be paid for 55% of the unused accumulated sick leave not to exceed the allotted accumulation.

Upon resignation in good standing and specifically excluding resignations prompted by any action of the employee which may result in disciplinary action, an employee who has current continuous employment with the City for not less than ten (10) years shall be paid a percentage of unused accumulated sick leave not to exceed 944 hours based on the number of years of service as follows:

10 years	5%	16 years	30%
11 years	5%	17 years	35%
12 years	10%	18 years	40%
13 years	15%	19 years	45%
14 years	20%	20 years	50%
15 years	25%	25 years	55%

No payment for unused accumulated sick leave shall be paid to an employee in the event of termination for cause or resignation prompted by an action of the employee that could result in disciplinary action.

#### SECTION 4

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment. Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Director for information and referral to appropriate services and resources.

## **ARTICLE 21 - FAMILY MEDICAL LEAVE**

### **SECTION 1**

The purpose of this section is to extend to the employees the leave they medically require for their health, the health of family members as defined in this policy, and to comply with the requirements of the Federal and State Family Medical Leave Acts) (FMLA), which allows the employee up to twelve weeks of unpaid medical leave for eligible medical conditions for the employee and eligible family members. Nothing in this Agreement shall reduce employees' rights and benefits below the minimum rights and benefits afforded to employees under the FMLA and any other applicable law.

### **SECTION 2**

Eligibility for FMLA Leave. Employees are eligible for FMLA leave if they:

- Have worked for The City for at least 12 months;
- Have worked at least 1,250 hours for The City during the 12 calendar months immediately preceding the request for leave.

The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the employee's USERRA-covered service obligation, or there was a written agreement that the employer intended to rehire the employee after the break in service.

Employees with any questions about their eligibility for FMLA leave should contact the HR Department for more information

## SECTION 3

### **Basic FMLA Leave**

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for any one of the following reasons:

1. To care for the employee's newborn child, or to bond with the newborn child during the first 12 months following birth;
2. To care for or bond with a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth;  
or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

Married couples. In cases where a married couple is employed by the City, the two spouses together may take a combined total of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for a parent pursuant to reason 3.

Routine illnesses and medical procedures that last three (3) days or less are not covered by FMLA as a "serious health condition." If a routine illness extends for a longer period, a Request for FMLA Leave must be submitted, and shall become effective back to the start of the illness or injury.

### **Military Family Leave**

There are two types of Military Family Leave available.

Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave for a qualifying exigency while the employee's spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

- For Regular Armed Forces members, “covered active duty or call to covered active duty status” means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).
- For a member of the Reserve components of the Armed Forces (members of the National Guard and Reserves), “covered active duty or call to covered active duty status” means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.
- Qualifying exigencies may include:
  - o Short-notice deployment (seven or less calendar days)
  - o Attending certain military events and related activities
  - o Childcare or school activities
  - o Addressing certain financial and legal arrangements
  - o Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
  - o Attending certain counseling sessions
  - o Attending post-deployment activities (available for up to 90 days after the termination of the covered military member’s covered active duty status, and to address issues arising from death of military member)
  - o Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
  - o Other activities arising out of the military member’s covered active duty or call to active duty and agreed upon by the City and the employee.

Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

- For a current member of the Armed Forces, including a member of the National Guard or Reserves, the member must be undergoing medical treatment,

recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.

- For a covered veteran, he or she must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
- An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

#### SECTION 4

##### **Pay, Benefits, and Protections during FMLA Leave.**

- **Leave is unpaid.** Family medical leave is unpaid leave (although employees may be eligible for use of sick leave, long-term disability payments, and/or workers' compensation benefits under those plans).
- **Substitution of paid time off for unpaid FMLA leave.** Family medical leave and leave time will run concurrently. Paid leaves will be exhausted in the following order: (1) sick; (2) vacation; and (3) compensatory time. An employee will be required to use such paid leaves, in the foregoing order, until they are exhausted. Substitution of paid leave for unpaid FMLA leave does not extend the 12-week FMLA period, and substitution shall not result in an employee receiving more than 100% of the employee's salary.

Employees are permitted to use a total of four (4) weeks of accrued paid leave for FMLA-qualifying bonding purposes after the birth or placement of a child, provided the employee has sufficient accrued paid leave (additional bonding leave would be unpaid). Employees who have given birth to a child may use up to twelve (12) weeks of accrued paid leave following the birth of the child, provided the employee has sufficient accrued paid leave to cover the absence (additional leave may be paid if the employee has sufficient paid leave to cover the absence and the leave is based upon medical necessity).

#### SECTION 5

Medical and other benefits. During an approved family medical leave, the City will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is

substituted during family medical leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay their portion of the premium through personal check.

An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, the City will send the employee a letter to this effect. If the City does not receive the premium payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the City for the cost of the premiums paid by the City for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

#### SECTION 6

Return to job at end of FMLA leave. Upon return from FMLA leave, eligible employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

#### SECTION 7

##### **Employee Responsibilities When Requesting FMLA Leave**

- If the need to use FMLA leave is foreseeable, the employee must give the City at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible or practicable, the employee must give notice as soon as practicable. Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

Whenever possible, requests for FMLA leave should be submitted to the HR Department using the Request for Family/Medical Leave form available from the HR Department.

- If the need for leave is not foreseeable, employees are required to provide as much notice as soon as practicable under the facts of the particular case. An employee requiring unforeseeable leave must, absent extraordinary circumstances, call his or her direct supervisor and provide sufficient information regarding the employee's need for leave to support a request for FMLA leave. It generally should be practicable for the employee to provide notice of leave within one business day.
- When submitting a request for FMLA leave, the employee must provide sufficient information for the City to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Calling in "sick" is not sufficient. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

## SECTION 8

### **Employer Responsibilities**

When an employee requests leave, the City will inform the employee whether they are eligible under the FMLA within five (5) business days, absent extenuating circumstances. If the employee is eligible for FMLA leave, the employee will be provided a written notice that includes details on any additional information they will be required to provide. If the employee is not eligible under the FMLA, the City will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as FMLA-protected, the City will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's 12- or 26-week entitlement.

## SECTION 9

### **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from the HR Department. When the employee requests leave, the City will notify the employee of the

requirement for medical certification and when it is due (no more than 15 days after leave is requested). If the employee provides at least 30 days' notice of medical leave, they should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The City, at its expense, may require an examination by a second healthcare provider designated by the City, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The City may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided. Employees may also be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave, as required.

If the City deems the employee's medical certification incomplete, the City shall notify the employee in writing of what information is necessary to make the certification complete and sufficient, and must provide the employee at least seven (7) calendar days to cure the deficiency.

#### SECTION 10

##### **Reporting While on Leave**

An employee using FMLA must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

#### SECTION 11

##### **Intermittent and Reduced-Schedule Leave**

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced-schedule leave, the City may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits.

### **ARTICLE 22 - UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence of up to twelve (12) months may be granted at the discretion of the Employer. During such leave of absence, the Employee shall not accumulate bereavement leave,

vacation time, sick leave, holiday pay, floating holidays nor shall the Employee be covered by the Employer's various insurance plans, although the Employee may secure insurance coverage upon payment, in advance, of premiums.

### **ARTICLE 23 - MILITARY LEAVE**

Military leave shall be granted in accordance with applicable federal and state laws, and is limited to one hundred twenty (120) hours of paid military leave a year for drill, summer camp, deployment, training or other military orders, with no accumulation of unused leave carried over to the following calendar year. Such military leave may be taken in hourly increments. Employees who are members of the National Guard or Reserve shall provide their Unit Training Assembly (drill) schedule to their supervisor as soon as it is available from the Military Unit. Where practicable, the Agency shall allow the employee to flex his/her work schedule to accommodate Unit Training Assembly (drill) schedules.

### **ARTICLE 24 - BEREAVEMENT LEAVE**

In the event of a death, a regular full time employee is authorized a total of twenty-four (24) hours of paid funeral leave per fiscal year, which shall not be chargeable to vacation leave.

Funeral leave is to be taken in 15 minute increments.

Regular part-time employees pay will be prorated.

### **ARTICLE 25 - HOLIDAYS**

#### **SECTION 1**

The following days and any other days that may be designated by the Employer, are paid holidays for Employees:

New Year's Day  
President's Day  
Memorial Day

Independence Day  
Labor Day  
Juneteenth

Thanksgiving Day  
Day Immediately after Thanksgiving Day  
Christmas Eve/Day after Christmas (if applicable) \*  
Christmas Day  
Veteran's Day\*\*

\*

All FOP employees will receive eight hours of holiday pay for the Christmas Eve holiday if Christmas Eve falls on Monday-Thursday only. Employees scheduled to work on any of these days will receive eight hours holiday pay and be eligible to be paid at the holiday pay rate.

All employees will receive eight hours of holiday pay for Christmas Eve, Christmas Day, and the day after Christmas if Christmas Day falls on a Thursday. Employees scheduled to work on any of these days will receive eight hours holiday pay and be eligible to be paid at the holiday pay rate.

If Christmas Eve falls on Friday-Sunday, employees will not receive eight hours of holiday pay for Christmas Eve. Employees will receive eight hours of holiday pay for Christmas Day only. Employees scheduled to work Christmas Day will receive eight hours of holiday pay and be eligible to be paid at the holiday pay rate.

All employees will receive eight hours of holiday pay for Christmas Day, regardless of what day of the week Christmas Day occurs. Employees scheduled to work on Christmas Day will be eligible to be paid at the holiday pay rate.

~~If Christmas Eve falls on a Monday through Thursday one half (1/2) day, if on Friday all day and if Christmas falls on Thursday all day Friday.~~

\*\*Veteran's Day is substituted for Columbus Day in this Agreement, and Columbus Day is no longer a holiday for members of FOP #83.

Holidays shall be observed on the actual calendar day for Patrol Officers and Sergeants, Holidays for all other employees will be the observed Holiday.

Should the City of Blair establish new holidays, the FOP reserves the right to reopen the contract for that limited negotiation of holidays.

## SECTION 2

Employees shall also receive twenty-four (24) hours of floating holidays with pay, floating holidays can be taken in eight (8) or twelve (12) hour increments; such floating holidays shall be taken at the employee's request. All request shall be submitted to the Chief/Designee at least ten (10) days in advance and shall not be unreasonably denied. Floating holidays not taken by employee at the end of the fiscal year shall be forfeited by employee and shall not carry over to the following fiscal year and shall not be paid out. All floating holidays must be used by the employee by the last working day of the last pay period of the fiscal year.

### SECTION 3

In addition to holiday pay, all hours an Employee works on a holiday, shall be compensated at the rate of one and one half (1.5) times the number of hours worked on such holiday with the holiday starting at 12:01 A.M. through midnight on the actual day of the holiday.

### SECTION 4

~~Employees will receive eight (8) hours of holiday pay for the listed holidays except Christmas Eve which shall be four (4) hours. Employees shall receive eight (8) hours of holiday pay for the listed holidays, subject to the limitations set forth in Section 1 above.~~

Detectives, SROs, or TFO positions shall be off work with eight (8) hours of pay on the observed holidays listed above. Any hours a Detective, SRO, or TFO works on a holiday shall be compensated at the premium rate as set forth in Section 3 above.

## **ARTICLE 26 - HOURS OF WORK AND DUTY SHIFTS**

### SECTION 1

Employees covered by this agreement are governed by a work schedule of eighty (80) hours in a fourteen (14) day period with overtime after eighty (80) hours in the pay cycle. Employees shall work shifts of eight (8) hours, nine (9) hours, ten (10) hours or twelve (12) hours as assigned by the Chief. Shifts for each category of each employee shall not change more often than four (4) times per year. For the purpose of determining an employee's entitlement to overtime compensation, vacation, holiday, and floating holiday leave shall count as hours worked.

Employees assigned as School Resource Officers (SRO) shall be governed by a work schedule of forty (40) hours in a seven (7) day period consisting of five (5) calendar eight (8) hour days during the school year. When school is not in session, both during the school year and summer, the SRO shall be governed by the shift schedule for patrolmen.

### SECTION 2

Employee's regular schedules shall be subject to flexing and/or reduction of scheduled hours to eliminate overtime and/or compensatory time at the discretion of the Chief. Any overtime hours must have the approval of the Chief or his designee and should be approved in advance whenever possible. Approval shall be indicated by the Chief initialing the Employee's time sheet.

### SECTION 3

The lunch/dinner break time for all members of the bargaining unit shall be included as time worked and shall not exceed thirty (30) minutes.

All employees may take one (1) fifteen (15) minute paid break per half shift.

## **ARTICLE 27 - WAGES**

### **SECTION 1**

Employees shall be paid in accordance with the amounts corresponding to their job classifications and pay steps under Appendix A. Employees shall advance to the next step on the pay scale on the first day of the pay period following the annual anniversary date of his/her hiring (or anniversary date of promotion, if the Employee is a Detective or Sergeant), provided the Employee has achieved an acceptable annual performance review. If an employee does not receive an acceptable annual performance review, the employee will be given three (3) months to bring the review to acceptable, at which time the pay step increase will be approved. If the employee receives an acceptable annual performance review within the three (3) month period, he or she shall receive the pay increase on the 1<sup>st</sup> day of the pay period following the acceptable performance review (not the anniversary date of hiring or anniversary date of promotion). If the Employee does not receive an acceptable performance review following this three (3) month period, the Employee shall remain on his or her existing pay step until he or she receives an acceptable annual performance review.

Employees who are promoted will be placed on the pay scale step which is at least three (3) percent above the employee's hourly rate at the time of promotion. The employee will then progress up the pay scale as set forth above.

A newly hired employee who is certified as a law enforcement officer in the State of Nebraska and has prior law enforcement experience may, at the discretion of the Mayor following consultation with the Chief of Police, be placed on the wage scale higher than Step 1. An employee hired as a "lateral transfer" may be placed on the wage scales, vacation leave accrual rate tables, and sick leave payout table based on the years of prior law enforcement experience, certifications held, and documented on-the-job training. After initial placement on the wage scale, vacation leave accrual rate tables, sick leave accrual rate tables, and sick leave payout table, the officer will progress through said scales and tables based upon his or her credited years of service plus his or her actual years of service with the Police Department.

### **SECTION 2**

Specialty pay shall be received by employees assigned to SRO, FTO, Task Force, K-9, certified Instructors (including, but not limited to, Firearms, Defensive Tactics, TacMed Instructors),

School Resource Officers and officers assigned to any Task Force or Detective position shall receive three and one-half (3.5%) percent specialty pay above the regular rate of pay. School Resource Officers, Taks Force Officers, or Detectives are only eligible for one three and one-half (3.5%) percent specialty pay above their regular rate of pay regardless of it the officer holds multiple special assignments. Certified instructors, shall receive an additional ~~eighty cents (.80)~~one dollar and fifty cents (\$1.50) per hour specialty pay above the regular rate of pay during the time that they are administering the training. Field Training Officers shall receive an additional ~~eighty cents (.80)~~one dollar and fifty cents (\$1.50) per hour specialty pay above the regular rate of pay when training other officers. If an officer is moved from the specialty position to a position without specialty pay, their wage shall revert to a level compensable to that position without specialty pay.

K-9 officers shall receive specialty pay of seven (7) hours of straight pay on each bi-weekly payroll for the pay periods assigned a canine.

### SECTION 3 - Non Certified Officer in Training

A new Non-Certified Officer shall receive beginning officer wage per hour as shown on exhibit A. Non-certified officers in training at the academy shall be paid for eighty-four (84) hours per two (2) week period with overtime for work beyond eighty-four (84) hours, only if certified and documented by an academy instructor as required class room time. This shall include all travel time to and from the Academy. Study time is not work time. Non-certified officers shall be paid the non-certified officer rate of pay established in Appendix A.

### SECTION 4 - Shift Differential

An employee regularly assigned to an overnight shift shall receive a ~~\$1.00~~\$0.50 shift differential for all hours worked on the shift. Overnight shift shall be defined as any time between 10:00 PM to 5:00 AM

### SECTION 5 - Hiring Bonus

Newly hired non-certified employees shall receive a minimum hiring bonus of \$1,500 upon completion of FTO and a second payment of \$1,500 at the end of their one-year probationary period. Newly hired certified officers shall receive a bonus of \$1,500 upon completion of FTO and a second payment of \$1,500 upon completion of their six (6) month probationary period. The City reserves the right to raise this bonus at any time as market demands but can revert to the minimum guaranteed at any time.

**ARTICLE 28 - LONGEVITY**

Longevity pay shall be made by adding the appropriate percentage to the eligible employees per hour wage on the first pay period following employee’s anniversary date of hire in which the employee is eligible for longevity pay. Longevity shall be calculated from the starting date of employment with the Blair Police Department. Only years of service to the Police Department shall count towards longevity pay.

After five (5) years of continuous employment	1%
After ten (10) years of continuous employment	2%
After fifteen (15) years through remaining years of continuous employment	3%

**ARTICLE 29 - EDUCATIONAL INCENTIVE**

Employees shall be entitled to tuition assistance in addition to any training required by the City.

The tuition assistance shall have the following terms:

- a. The City shall reimburse eligible employees for actual tuition, fees, and materials costs paid out-of-pocket by the employee, not to exceed \$200.00 per credit hour.
- b. An employee must not have less than one (1) years current continuous full time employment with the City to be eligible for tuition reimbursement.
- c. No tuition, fees, or materials reimbursement shall be made unless the employee attains successful completion of the course resulting in a grade equivalent of C or better.
- d. Tuition paid at any accredited college located in Nebraska shall be eligible for reimbursement.
- e. Tuition reimbursement shall be limited to courses required for an approved degree program or courses in math, science, English, speech, computer science or other courses that directly improve or enhance the employee’s service to the City. Courses must be approved prior to starting the class by the City Administrator in order to qualify for reimbursement.
- f. Tuition reimbursement shall be limited to six (6) credit hours or an equivalent per semester.

**ARTICLE 30 - OVERTIME, CALLBACK AND ON CALL/STAND BY PAY**

## SECTION 1

Employees that work in excess of eighty (80) hours in a two (2) week pay period shall be entitled to overtime pay. For the purpose of determining an employee's entitlement to overtime compensation, vacation, holiday hours, and floating holiday leave shall count as hours worked.

Employees electing overtime pay shall be paid for overtime work on the payroll for the pay period in which the overtime occurred and adequately documented, unless prior to the end of the pay period the City notifies the officers that due to timing of payroll and how it processes payroll, it will need to require time sheets early, then the overtime for that pay period will be applied on the next pay roll.

## SECTION 2

If an employee is called to duty during off-duty time or approved leave and such time does not coincide with his or her scheduled tour of duty, such employee shall be paid the greater of two (2) hours pay at one and one half (1 ½) times or pay at one and one half (1 ½) times actual hours worked, unless the change in schedule was made prior to the start of the current pay period. This section does not apply to fielding work-related calls described in Section 5, below.

## SECTION 3

If an employee must attend Court on the employee's off duty hours, then the employee shall receive the greater of two (2) hours pay at one and one half (1 1/2) times or pay at one and one half (1 1/2) times actual hours worked.

## SECTION 4

All hours worked on a grant award that contains an overtime funding provision will be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay, regardless of leave the employee has taken during the work period.

All hours worked on a contract of the City of Blair to provide law enforcement services (e.g., special duty assignments or extra duty assignments) shall be paid at a rate that is the greater of: (1) one and one-half times (1 ½) the employee's regular hourly rate of pay, provided the employee's actual hours worked exceed the 80 hour overtime threshold set forth in this Bargaining Agreement.

## SECTION 5

Any officer required to be on-call during a 24-hour period Monday through Thursday shall be compensated at the rate of one (1) hour of the officer's regular pay rate per day. An officer required to be on-call Friday through Sunday or on a holiday identified in the contract shall be compensated at the rate of two (2) hours of the officer's regular pay rate per day. On-call pay is not used in the calculation of overtime.

The time frame for which each officer shall be on call will be set on a rotating basis. ~~There must be one officer on call at all times.~~ If the officer is called outside of their normal working hours, while on call, the officer will be paid for actual time worked, in 15-minute increments with a 1 hour minimum at their regular rate.

On call ~~pay and on call hours shall be assigned by the Chief of Police as needed. pay is limited to detectives and task force officers. A rotating schedule will be set by the department using these officers.~~ If an officer on-call cannot be located by phone or radio when needed or is not fit for duty, the officer will not be paid on-call pay for that day and will be subject to disciplinary action. All officers on-call are ~~specifically required not to drink any alcoholic beverages while on call and~~ are required to comply with the City's Anti-Drug and Alcohol Policy.

## SECTION 6

For all work-related calls fielded during off-duty hours, Sergeants, Detectives and TFO's shall receive the greater of fifteen (15) minutes' pay or the actual duration of the phone call as recorded on the time sheet and shall be subject to normal overtime policies. All work related phone calls shall be documented on the employee's time card with a brief explanation of the purpose or general nature of the call. Employees shall only call off-duty Sergeants, Detectives or TFOs when the information requested cannot be provided by an on-duty employee, the Captain, or the Chief of Police.

## **ARTICLE 31 - COMPENSATORY TIME**

### SECTION 1

Employees that have accrued compensatory time, shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency. Compensatory time will not be unjustly denied.

## SECTION 2

Employees may elect to receive compensatory time, which shall be awarded at time and one-half (1 1/2) for all hours worked, in lieu of overtime payment, and accumulate up to a maximum of one hundred (100) hours. Any overtime worked after the Employee has accumulated the maximum amount of compensatory hours shall be compensated at overtime pay.

## SECTION 3

Compensatory time will be paid upon separation of employment with the City of Blair.

### **ARTICLE 32 - SHIFT BIDDING**

The Chief shall have the right to allow Employees to bid for shifts within their classification, but nothing in this agreement shall require the Chief and or City of Blair to offer shift bidding.

### **ARTICLE 33 - UNIFORMS AND EQUIPMENT**

#### SECTION 1

The employer shall have the sole discretion to direct the uniforms and equipment needed by employees with input from the FOP. Employees will be granted one thousand five hundred dollars (\$1,500) per year for uniform/equipment replacement to be used at the officer's discretion. Newly hired employees shall receive ~~two thousand (\$2,000) to purchase new uniforms and equipment, including a sidearm. The dollar amounts stated herein are the minimum amounts the City shall pay; the City may reopen this Agreement to afford employees greater amounts of uniform allowance than stated herein.~~ the entirety of their uniform and necessary or required equipment paid for by the City.

Employees shall receive uniform/equipment payments twice a year (except newly hired employees shall receive their uniform allowance in a single payment) with only Social Security and Medicare withheld, the amount will be listed on the employees W-2. The payments will be made on the last pay period in March and September.

#### SECTION 2

Officers assigned special duty (SWAT, BIKE PATROL, MOTORCYCLE etc.) requiring additional uniforms and equipment shall be given sufficient uniforms and equipment to be able to maintain a professional appearance. These uniforms and equipment shall be provided separate of

the employee's normal duty uniform and equipment and shall not affect the employee's yearly clothing allowance.

Ballistic proof vest (Bullet Proof) shall be replaced at the employer's expense ninety (90) days before the manufacturer's warranty expires; the entire expense shall be borne by the employer and not be deducted from the employee's yearly clothing allowance. All ballistic vests shall be of NIJ level IIIA or higher rating. The Department shall also supply employees, at its own expense and without deducting from the employee's yearly clothing allowance, NIJ level IV rifle plates; provided, however, that the Department may instead provide a combination of vest and rifle plates that is the functional equivalent of NIJ level IV protection.

## **ARTICLE 34 - HEALTH, DENTAL, VISION AND LIFE INSURANCE**

### **SECTION 1**

The employer shall pay 100% of the cost of health insurance premiums for employees and 83~~6~~6% for Employees' families, Employee w/child(ren) and Employee w/Spouse. Members of the FOP shall receive the same health insurance coverage, under the same insurance company and policy as the civilian employees. In the event it becomes necessary to change insurance carriers, the Employer shall make every effort to maintain a quality health care plan and affordable rates.

### **SECTION 2**

The employer shall pay 100% of the cost of dental insurance premiums for employees and families.

### **SECTION 3**

The employer shall pay 100% of the cost of vision insurance premiums for employees and families.

### **SECTION 4**

The employer agrees to pay the full premium on a life insurance policy for each Employee equal to the greater of: (1) thirty-five thousand (\$35,000.00) dollars, spousal life insurance of fifteen thousand (\$15,000) dollars and dependent children in the amount of seven thousand five hundred (\$7,500) dollars; or (2) the single, spousal, and dependent children life insurance policy limits for unrepresented civilian City employees. The beneficiary shall be designated by the employee. In the absence or death of the beneficiary, the full amount shall be paid to the Employee's estate. Benefits will be paid for any on or off-duty death in which a policy benefit is paid. Employees will have the option of buying additional life insurance through the employer if available through

the City's current policy with the City's insurer.

The employer shall make available, at the employee's expense, additional life insurance coverage options.

#### SECTION 5

The employer shall continue to pay benefits per Nebraska Statutes when an employee is injured on the job.

#### SECTION 6

The employer shall maintain a Long Term Disability Plan for all employees covered by this labor agreement.

#### SECTION 7

Employees, who are covered by spousal or other insurance and can provide documentation of health insurance which is comparable to the insurance provided by the employer, shall receive ~~Eighty-seven dollars and fifty cents (\$87.50) per pay period for~~ \$150.00 per pay period for a single plan and \$200.00 per pay period for an employee+one for opting out of the employer's coverage.

### **ARTICLE 35 - INJURIES IN THE LINE OF DUTY**

Employees are covered by the Worker's Compensation Act as provided by the law of the State of Nebraska (R.R.S. 48-101 to 48-1,118) and as applicable per State of Nebraska (R.R.S 16-1011 and 16-1012). When an employee under this agreement is temporarily disabled on the job and entitled to Worker's Compensation benefits, the employee shall be eligible for a supplemental payment by the employer by use of accumulated sick leave, vacation leave, or compensatory leave calculated to the nearest hour. The supplemental payment shall be in the amount equal to the difference between the average weekly wage, as calculated for Worker's Compensation benefit and the benefit the employee receives. Such supplemental compensation shall continue for the period of temporary disability which shall not exceed a period of one (1) year.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any workers' compensation benefit and/or any wage or salary compensation received from the employer, result in the employee receiving total compensation greater than the average weekly wage for the applicable time period.

The payroll department of the City will provide the worker's compensation carrier with the payroll

history. The insurance carrier will compute the average weekly wage and worker’s compensation benefit. The employee’s base compensation will be reduced so that regular pay, in addition to worker’s compensation equals the employee’s regular salary for a period of temporary disability which shall through the use of sick leave, vacation leave, or compensatory leave not to exceed one (1) year.

If an employee is not off work for a period of time that Worker’s Compensation would reimburse the employee for the first week of lost wages, the City will reimburse the employee for the amount of any lost wages from either the employee’s sick leave, compensatory leave, or annual leave.

**ARTICLE 36 - C.I.R WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment set forth in this Agreement with respect to the time period between October 1, ~~2024-2025~~ and September 30, ~~2025~~2027.

**ARTICLE 37 - DURATION AND TERMINATION**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter within collective bargaining, and that the agreements were arrived at after the exercise of that right and are set forth in this Agreement. This Agreement shall be binding upon the parties hereto from ~~October 1, 2024 to September 30, 2025~~ October 1, 2025 to September 30, 2027.

**APPENDIX A**

<b>Position</b>	<b>Step-1</b>	<b>Step-2</b>	<b>Step-3</b>	<b>Step-4</b>	<b>Step-5</b>	<b>Step-6</b>	<b>Step-7</b>
<b>Police Officer*</b>	<b>\$30.02</b>	<b>\$31.67</b>	<b>\$33.32</b>	<b>\$34.97</b>	<b>\$36.62</b>	<b>\$38.27</b>	<b>\$42.07</b>

Sergeant	\$34.37	\$37.06	\$39.75	\$42.44	\$45.13	\$47.82	\$50.51
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Oct. 1, 2025-Sept. 30, 2026

4% Increase

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Non-Certified Officer</u>	<u>28.10</u>						
<u>Police Officer</u>	<u>31.22</u>	<u>32.94</u>	<u>34.65</u>	<u>36.37</u>	<u>38.08</u>	<u>39.80</u>	<u>43.75</u>
<u>Sergeant</u>	<u>35.74</u>	<u>38.54</u>	<u>41.34</u>	<u>44.14</u>	<u>46.97</u>	<u>49.73</u>	<u>52.53</u>

Year 2

Oct. 1, 2026-Sept. 30, 2027

3% Officer Increase

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Non-Certified</u>	<u>28.94</u>						
<u>Police Officer</u>	<u>\$32.16</u>	<u>\$33.92</u>	<u>\$35.69</u>	<u>\$37.46</u>	<u>\$39.22</u>	<u>\$40.99</u>	<u>\$45.06</u>
<u>Sergeant</u>	<u>36.81</u>	<u>39.70</u>	<u>42.58</u>	<u>45.46</u>	<u>48.38</u>	<u>51.22</u>	<u>54.11</u>

\*In accordance with ARTICLE 27 - WAGES, SECTION 2 of this Agreement, Detectives, School Resource Officers, and Task Force Officers shall be paid three and one-half percent (3.5%) above their corresponding step on the Police Officer payline.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_day of  
October 20254.

**FRATERNAL ORDER OF POLICE**

**LODGE NO. 83**

By: \_\_\_\_\_  
Joshua Hatheway, President, Lodge No. 83

By: \_\_\_\_\_  
Melinda K. Rump, Mayor

Attest: \_\_\_\_\_  
Brenda Wheeler, City Clerk

# MEMORANDUM

TO: Blair Mayor and City Council  
From: CJ Heaton, Director of Public Works  
Date: 9/23/25  
Re: Master Service Agreement with Olsson

Staff have been working through several projects with Olsson & Associates through the Master Service Agreement, or the on-call agreement, with a total spending limit of \$100,000. As requested, when the original agreement was issued, staff is returning for approval when any one item exceeds \$10,000. Staff would like to reallocate some of the funds in the agreement from ongoing projects to focus on some new items and expand on current projects. Staff is not asking for an increase to any of the already approved spending limits, and the new breakdown is as follows.

Annexation planning – continue work on the Hollow Road/Hwy 75 annexation area to provide sanitary sewer concepts and capacity review will continue and expand, doubling the budget for this item. Was \$10,000, now \$20,000

General Engineering – Remains the same \$ 10,000

Engineering Design and Construction – will reallocate funds to cover the deficit in other areas and focus on assistance with an update to the outfall structure design and possible reconstruction. Was \$55,000, now \$40,000

Supplemental Services – Expanded to provide a draft memo on possible sanitary sewer connections to the Southwest Annexation area. Was \$25,000, now \$40,000

**Staff Recommendation:** Approval of the amendment with Olsson & Associates

**Financial Impact:** \$100,000, budgeted in professional services through Water/Sewer funds.

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair previously executed a Master Agreement for Professional Services with Olsson, Inc. of Lincoln, Nebraska, hereafter referred to as “Olsson”, which provided an operating agreement covering on-going services; and

WHEREAS, Olsson has also provided the City of Blair with Amendment No. 1-**Exhibit “A”** which provides a budget reallocation for work done under the Master Agreement; and

WHEREAS, the City of Blair would like to amend Master Agreement to reallocate funds that were not used to different projects with the amount still not to exceed one hundred thousand dollars (\$100,000).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR and City Council of the City of Blair, Nebraska:

1. That the Master Agreement Amendment No. 1, marked **Exhibit “A”**, is hereby approved.
2. That the total amount of all work orders associated with said Master Agreement shall not exceed one hundred thousand dollars (\$100,000).
3. That all future work orders with a time-and-expense estimate of \$10,000 or more shall be presented to the City Council for approval.
4. That the Mayor and City Clerk are authorized to execute the Amended Master Agreement and all work orders associated with said Master Agreement on behalf of the City of Blair.

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 23RD DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

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BRENDA WHEELER, CITY CLERK



# **MASTER AGREEMENT FOR PROFESSIONAL SERVICES WORK ORDER NO. 1 AMENDMENT NO. 1**

Date: September 18, 2025

This AMENDMENT (“Amendment”) hereby amends Work Order No. 1 which was executed February 11, 2025 in conjunction with the Master Agreement for Professional Services dated January 1, 2025 between City of Blair, Nebraska (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

## **PROJECT DESCRIPTION AND LOCATION**

Project is located at: Blair, Nebraska

Project Description: Budget Re-allocation

Work Order No. 1 is amended as follows:

## **SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

### **EXISTING MSA. WO 1**

#### **Phase 100 – Project Management, Administration, and Meetings**

Olsson shall continue to provide project management, administration, and meetings as stated in Scope of Services in MSA WO No. 1.

#### **Phase 200 – Engineering Advisory Services**

Olsson shall continue to provide engineering advisory services as stated in Scope of Services in MSA WO No. 1.

#### **Phase 300 – Engineering Design and Construction Services**

Olsson shall close phase to reallocate the services per Phase 301.

#### **Phase 400 – Supplemental Services**

Olsson shall close phase to reallocate the services per Phase 401.

## RE-ALLOCATED SCOPE OF SERVICES

### Phase 301 – Preliminary Engineering for Outfall

Olsson shall provide preliminary engineering for the existing Blair Outfall including a Wetland Delineation and if required, reverification of a Section 404 Nationwide Permit and coordination, geotechnical services, and coordination with Union Pacific Railroad (UPRR).

### Phase 401 – Draft Southwestern Annexation Memorandum

Olsson shall prepare a 60-percent draft memorandum including a sewer capacity analysis in the Southwestern Annexation in Blair, Nebraska.

## COMPENSATION

Olsson shall re-allocate the existing budget per the following table:

<b>Phases</b>	<b>Original Budget</b>	<b>Notes</b>	<b>New Budget</b>
Phase 100 – Project Management, Administration, and Meetings	\$10,000.00	Relocate \$10,000.00 from Phases 300 and 400	\$20,000.00
Phase 200 – Engineering Advisory Services	\$10,000.00	Budget remains the same	\$10,000.00
Phase 300 – Engineering Design and Construction Services	\$55,000.00	Close Phase and re-allocate budget into Phases 100, 301, and 401	\$0.00
Phase 400 - Supplemental Services	\$25,000.00	Close Phase and re-allocate budget into Phases 100, 301, and 401	\$0.00
Phase 301 – Preliminary Engineering for Outfall	\$0.00	Relocate \$40,000.00 from Phases 300 and 400	\$40,000.00
Phase 401 – Draft Southwestern Annexation Memorandum	\$0.00	Relocate \$30,000.00 from Phases 300 and 400	\$30,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>		<b>\$100,000.00</b>

**TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

**OLSSON, INC.**

By Caroline Romero  
Caroline Romero, PE, CFM

By Britt Stephens  
Britt Stephens, PE, PMP

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

**CITY OF BLAIR, NEBRASKA**

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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

# MEMORANDUM

TO: Blair Mayor and City Council  
From: CJ Heaton, Director of Public Works  
Date: 9/23/25  
Re: Sewer Rate Increase

Attached are the proposed sewer rate increases for the next three years. These would go into effect January 1, 2026, which would be reflected in the March 2026 billing cycle, and be in line with the increase in water rate. The average user would expect \$1.50 - \$3.00 increase each month. And would add about \$300,000 more per year to the sewer fund. These funds are needed to help with aging infrastructure and plant improvements. Staff is also working on options for a more comprehensive rate study or possible software that can be used to model funding levels and rates.

**Staff Recommendation:** Approval of the proposed rates.

**Financial Impact:** \$NA

RESOLUTION NO.

COUNCILMEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council of the City of Blair, Nebraska, may by resolution establish water rate fees for customers of the Blair water system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, that the minimum sewer usage fees for customers of the municipal sewer system are set forth on Exhibit "A" attached hereto and incorporated by this referenced herein; provided further, that all such rates shall become effective January 1, 2026 usage with the billing which shall be sent to the customers on or about February 24, 2026 and due March 1, 2026, delinquent March 10, 2026.

BE IT FURTHER RESOLVED that the Sewer Rate Schedule attached hereto, marked Exhibit "A" and by this reference made a part hereof as though fully set forth herein, which has been presented to the City Council, is hereby accepted, and adopted by the City of Blair, Nebraska.

COUNCIL MEMBER PAULSEN MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER WILLIS. UPON ROLL CALL, COUNCIL MEMBERS HAFER, HIGHFILL, LETCHER, PAULSEN, SANDVOLD, ANDERSEN, WOLFF AND WILLIS VOTING "AYE" AND COUNCIL MEMBERS NONE VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

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

Increase		10.00%		Base - 200 CF		Over -200 CF		Notes
Item	Class	Meter Size	City	Rural	City	Rural		
Residential	Single Family	All	\$ 20.51	\$ 30.75	\$ 1.58	\$ 2.40		Residential rate based on Dec, Jan, Feb, water usages average
Residential	Multiple Dwelling	5/8	\$ 32.00	\$ 48.00	\$ 1.59	\$ 2.40		
Residential	Multiple Dwelling	3/4	\$ 63.99	\$ 95.99	\$ 1.59	\$ 2.40		
Residential	Multiple Dwelling	1	\$ 95.99	\$ 143.99	\$ 1.59	\$ 2.40		
Residential	Multiple Dwelling	2	\$ 159.99	\$ 239.98	\$ 1.59	\$ 2.40		
Residential	Multiple Dwelling	3	\$ 319.97	\$ 479.96	\$ 1.59	\$ 2.40		
Residential	Multiple Dwelling	4	\$ 479.96	\$ 719.94	\$ 1.59	\$ 2.40		
								does not exceed 350 PPM BOD, TSS, and no more than 200,000 CF
Commercial		5/8	\$ 48.00	\$ 72.01	\$ 1.58	\$ 2.40		day do not require pretreatment
Commercial		4-Mar	\$ 63.99	\$ 95.99	\$ 1.58	\$ 2.40		
Commercial		1	\$ 95.99	\$ 143.99	\$ 1.58	\$ 2.40		
Commercial		1.5	\$ 127.99	\$ 191.98	\$ 1.58	\$ 2.40		
Commercial		2	\$ 159.99	\$ 239.98	\$ 1.58	\$ 2.40		
Commercial		3	\$ 319.97	\$ 479.96	\$ 1.58	\$ 2.40		
Commercial		4	\$ 479.96	\$ 719.94	\$ 1.58	\$ 2.40		
				Base	Usage		Average of over 200,000 CF per day. May negotiate with city on	
Industrial			\$ 1,090.83	\$ 1,090.83	\$ 1.31	\$ 1.31		plant expansions.
					\$ -	\$ -		
Commercial/Industrial					\$ 0.44	\$ 0.44		Surcharge for basic rates, on BOD/TSS over 350 PPM
Community Metered			\$ 726.59	\$ 1,090.82	\$ 1.58	\$ 2.40		Usage rate kicks in over 200 CF
Interlocal Community Agreements			\$ 290.89	\$ 290.89	\$ 1.17	\$ 1.17		Usage rate in additon to base rate
City Department Non Metered			\$ 21.82	\$ 21.82	\$ -	\$ -		
City Department Metered			\$ -	\$ -	\$ 1.17	\$ 1.17		

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair has been presented with a quote for PowerDMS from NEOGOV for the purchase and use of professional software; and

WHEREAS, the bid attached as **Exhibit "A"** includes professional setup, training, subscription in the amount of Twenty-Three Thousand Dollars and Seventy Cents (23,000.70); and

WHEREAS, City Staff have reviewed the quote and recommend approval of the quote in the amount of Twenty-Three Thousand Dollars and Seventy Cents (23,000.70).

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute a contract between the City of Blair and NEOGOV for PowerDMS 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 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

---

BRENDA WHEELER, CITY CLERK

THIS IS NOT AN INVOICE

**Contract Records** **Order Details**

<b>Account Number:</b> A-36240	<b>Order #:</b> Q-389421
<b>Customer:</b> Blair Police Department (NE)	<b>Valid Until:</b> 9/26/2025
<b>Effective Employee Count:</b> 74	
<b>Sales Rep:</b> Cade Peirce	<b>Start Date:</b> Last signature date

**Customer Contact**

<b>Billing Contact:</b> Blair Police Department (NE) Jeremy Kinsey	<b>Shipping Contact :</b> Blair Police Department (NE) Jeremy Kinsey
<b>Billing Address:</b> 1730 Lincoln St Blair, NE 68008	<b>Shipping Address:</b> 1730 Lincoln St Blair, NE 68008
<b>Billing Contact Email:</b> jkinsey@blairnebraska.org	<b>Shipping Contact Email:</b> jkinsey@blairnebraska.org
<b>Billing Phone:</b> 402-426-4747	<b>Shipping Phone:</b> 402-426-4747

**Payment Terms**

<b>Payment Term:</b> Net 30	<b>Notes:</b>
<b>PO Number:</b>	

**Subscription Service**

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12	Employee Based	\$7,182.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.				
PowerPolicy Professional Setup (Onboarding)	Services	12	Employee Based	\$1,890.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.				
PowerTraining	Recurring	12	Employee Based	\$663.30
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.				
PowerPolicy SSO	Recurring	12	Employee Based	\$540.00
Single Sign On Service Subscription				
<b>Year 1 TOTAL:</b>				<b>\$10,275.30</b>

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12	Employee Based	\$8,379.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.				

Item	Type	Term (Months)	License Type	Total (USD)
PowerTraining	Recurring	12	Employee Based	\$773.85
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.				
PowerPolicy SSO	Recurring	12	Employee Based	\$630.00
Single Sign On Service Subscription				
<b>Year 2 TOTAL:</b>				<b>\$9,782.85</b>
<b>Total:</b>				<b>\$20,058.15</b>

**This price does NOT include any sales tax. Total in USD**

**Additional Terms and Conditions**

**License Terms:** Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

**Payment Terms:** All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

**Terms & Conditions:** **This Order Form creates a legally binding contract on the parties.** Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition:**

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

**Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.**

Accepted and Agreed By Authorized Representative of:  
**Blair Police Department (NE)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date \_\_\_\_\_

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.**

THIS IS NOT AN INVOICE

**Contract Records** **Order Details**

<b>Account Number:</b> A-36240	<b>Order #:</b> Q-389421
<b>Customer:</b> Blair Police Department (NE)	<b>Valid Until:</b> 9/26/2025
<b>Effective Employee Count:</b> 99	
<b>Sales Rep:</b> Cade Peirce	<b>Start Date:</b> Last signature date

**Customer Contact**

<b>Billing Contact:</b> Blair Police Department (NE) Jeremy Kinsey	<b>Shipping Contact :</b> Blair Police Department (NE) Jeremy Kinsey
<b>Billing Address:</b> 1730 Lincoln St Blair, NE 68008	<b>Shipping Address:</b> 1730 Lincoln St Blair, NE 68008
<b>Billing Contact Email:</b> jkinsey@blairnebraska.org	<b>Shipping Contact Email:</b> jkinsey@blairnebraska.org
<b>Billing Phone:</b> 402-426-4747	<b>Shipping Phone:</b> 402-426-4747

**Payment Terms**

<b>Payment Term:</b> Net 30	<b>Notes:</b>
<b>PO Number:</b>	

**Subscription Service**

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12	Employee Based	\$8,269.20
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.				
PowerPolicy Professional Setup (Onboarding)	Services	12	Employee Based	\$1,890.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.				
PowerTraining	Recurring	12	Employee Based	\$934.20
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.				
PowerPolicy SSO	Recurring	12	Employee Based	\$540.00
Single Sign On Service Subscription				
<b>Year 1 TOTAL:</b>				<b>\$11,633.40</b>

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12	Employee Based	\$9,647.40
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.				

Item	Type	Term (Months)	License Type	Total (USD)
PowerTraining	Recurring	12	Employee Based	\$1,089.90
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.				
PowerPolicy SSO	Recurring	12	Employee Based	\$630.00
Single Sign On Service Subscription				
<b>Year 2 TOTAL:</b>				<b>\$11,367.30</b>
<b>Total:   \$23,000.70</b>				

**This price does NOT include any sales tax. Total in USD**

**Additional Terms and Conditions**

**License Terms:** Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

**Payment Terms:** All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

**Terms & Conditions:** **This Order Form creates a legally binding contract on the parties.** Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition:**

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

**Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.**

Accepted and Agreed By Authorized Representative of:  
**Blair Police Department (NE)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date \_\_\_\_\_

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.**

THIS IS NOT AN INVOICE

**Contract Records** **Order Details**

<b>Account Number:</b> A-36240	<b>Order #:</b> Q-389421
<b>Customer:</b> Blair Police Department (NE)	<b>Valid Until:</b> 9/26/2025
<b>Effective Employee Count:</b> 24	
<b>Sales Rep:</b> Cade Peirce	<b>Start Date:</b> Last signature date

**Customer Contact**

<b>Billing Contact:</b> Blair Police Department (NE) Jeremy Kinsey	<b>Shipping Contact :</b> Blair Police Department (NE) Jeremy Kinsey
<b>Billing Address:</b> 1730 Lincoln St Blair, NE 68008	<b>Shipping Address:</b> 1730 Lincoln St Blair, NE 68008
<b>Billing Contact Email:</b> jkinsey@blairnebraska.org	<b>Shipping Contact Email:</b> jkinsey@blairnebraska.org
<b>Billing Phone:</b> 402-426-4747	<b>Shipping Phone:</b> 402-426-4747

**Payment Terms**

<b>Payment Term:</b> Net 30	<b>Notes:</b>
<b>PO Number:</b>	

**Subscription Service**

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12	Employee Based	\$4,796.10
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.				
PowerPolicy Professional Setup (Onboarding)	Services	12	Employee Based	\$1,890.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.				
PowerTraining	Recurring	12	Employee Based	\$270.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.				
PowerPolicy SSO	Recurring	12	Employee Based	\$540.00
Single Sign On Service Subscription				
<b>Year 1 TOTAL:</b>				<b>\$7,496.10</b>

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12	Employee Based	\$5,595.45
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.				

Item	Type	Term (Months)	License Type	Total (USD)
PowerTraining	Recurring	12	Employee Based	\$315.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.				
PowerPolicy SSO	Recurring	12	Employee Based	\$630.00
Single Sign On Service Subscription				
<b>Year 2 TOTAL:</b>				<b>\$6,540.45</b>
<b>Total:</b>				<b>\$14,036.55</b>

**This price does NOT include any sales tax. Total in USD**

**Additional Terms and Conditions**

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**Payment Terms:** All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

**Terms & Conditions:** **This Order Form creates a legally binding contract on the parties.** Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition:**

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

**Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.**

Accepted and Agreed By Authorized Representative of:  
**Blair Police Department (NE)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date \_\_\_\_\_

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.**

# MEMORANDUM

TO: Blair Mayor and City Council  
From: CJ Heaton, Director of Public Works  
Date: 9/23/25  
Re: Public Water Security Grant/Dark Fiber

The city received a \$10,000 Public Water Security Grant through NDWEE, with a 10% match required. This grant is designed to help bolster security and redundancy for public water systems. Staff have several projects in various phases of design (Black Elk Pump Station, Hwy 75 Pump Station, New Elevated Tower, etc). One major aspect of this are upgrades to our SCADA system, which manages all aspects of the system, and currently communicates through radio across town to the WTP. These radio systems are prone to interference from storms and are all facing end-of-life situations with costly upgrades required. Staff would like to use the grant funds to install fiber to each site, allowing us a direct connection to each site. This will be more secure, faster, and reliable going forward. Also, having internet available at each site will allow for security cameras to be installed at each site and public Wi-Fi could be a possibility in each park.

Step one in this process is to have Great Plains install fiber to the locations are are currently not served. The South Reservoir is the first on the list to get fiber to, along with Black Elk pump station and the Water Treatment Plant. The agreement before you will authorize Great Plains to do the installs. Tom will need about \$2,000 for materials at the sites. With the grant, 10k of these upfront costs will be covered. The monthly costs will be part of providing the service to each site.

**Staff Recommendation:** Acceptance of the quote from Great Plains.

**Financial Impact:** Approximately \$12,000, with \$10,000 in grant funds.

RESOLUTION NO. 2025

COUNCIL MEMBER INTRODUCED THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Blair has been presented with a preliminary quote from Great Plains Communications for a dark fiber lease marked as Exhibit “A”; and

WHEREAS, the upfront charge is Ten Thousand Dollars (\$10,000.00) with a monthly recurring charge of One Thousand One Hundred Eighty Dollars (\$1,180.00); and

WHEREAS, the City of Blair hereby finds the quote attached hereto is acceptable to the City of Blair;

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Resolution 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 NONE VOTING ‘NAY,” THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

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



**PRELIMINARY QUOTE**

**QUOTE INFORMATION**

Customer	CITY OF BLAIR
Solution Name	Q-40483-CITY OF BLAIR-Dark Fiber-4 Sites-Tom's ask
Proposed Service Term	120 months
Account Executive	Kelli Vondra
Email	kvondra@gpcom.com
Quote Date	August 4, 2025

**QUOTE DETAILS**

**Z LOCATION:** 218 S 16TH ST, BLAIR, NE 68008

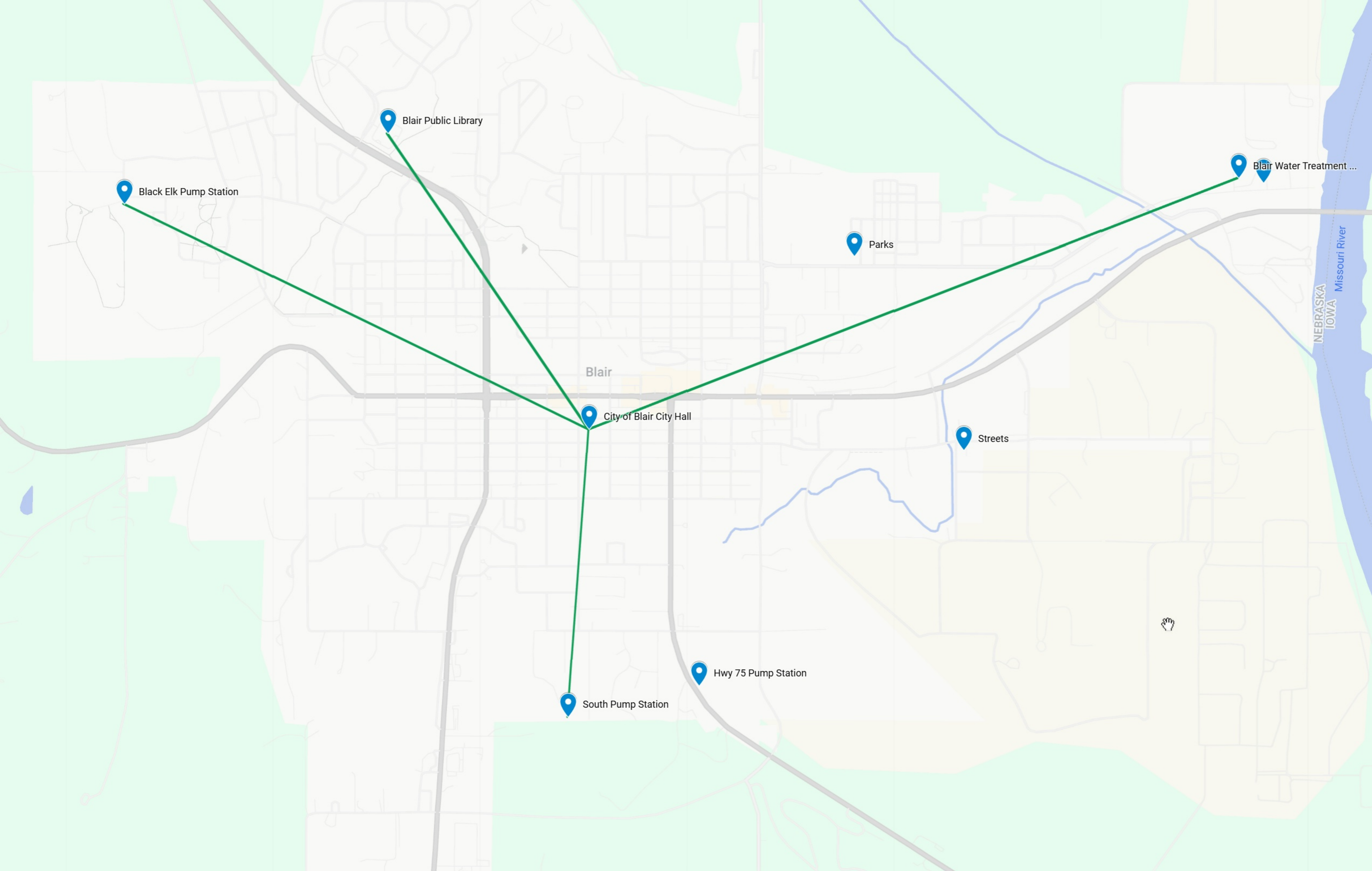
Product	Description	A Location	Unit Price	Qty	Total Price
Dark Fiber Lease		2233 CIVIC DR, BLAIR, NE 68008	\$295.00	1	\$295.00
Dark Fiber Lease		742 E FAIRVIEW DR., BLAIR, NE 68008	\$295.00	1	\$295.00
Dark Fiber Lease		3100 COLLEGE DR, BLAIR, NE 68008	\$295.00	1	\$295.00
Dark Fiber Lease		1298 S 17TH AVENUE, BLAIR, NE 68008	\$295.00	1	\$295.00
Construction Charge		1298 S 17TH AVENUE, BLAIR, NE 68008	\$10,000.00	1	\$10,000.00

**CHARGES**

Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) (due at install)	Upfront Charge (due upon signing)
\$1,180.00	\$0.00	\$10,000.00

**TERMS & CONDITIONS OF QUOTE**

Quoted prices will be valid for 45 days from quote date. Pricing and availability are contingent upon site survey, engineering approval, and standard right of access. GPC reserves the right to modify its pricing if this opportunity requires custom engineering, construction, equipment, or other services. All prices are before applicable taxes, fees, and surcharges. This quote is only an estimate and does not constitute a contractual agreement. All final pricing, terms, and conditions will be set forth in a signed service order between Customer and GPC. Please contact your account executive if you have questions about this quote.



Black Elk Pump Station

Blair Public Library

Blair Water Treatment ...

Parks

Blair

City of Blair City Hall

Streets

South Pump Station

Hwy 75 Pump Station

NEBRASKA  
IOWA  
Missouri River

RESOLUTION NO. 2025

COUNCIL MEMBER INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair requested bids from multiple contractors for improvements to the City Hall Annex located at 1516 Grant Street, Blair, Nebraska; and

WHEREAS, the City of Blair received the bids for plumbing, asbestos removal, carpet installation, electrical work, interior painting, carpentry and ADA improvements, and network cabling attached as **Exhibit “A”**-Bid Tab; and

WHEREAS, the bids have been reviewed and City Staff and has provided a recommendation marked **Exhibit “B”**-Bid Summary and Recommendation which includes a justification for not accepting the low bid on carpentry and ADA improvements.

NOW, THEREFORE, BE IT RESOLVED that the bids submitted and shown in Exhibit “B” for the improvements to the City Hall Annex located at 1516 Grant Street, Blair, Nebraska, are 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 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

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

<b>Plumbing</b>	O2 Plumbing	\$ 7,450.00
	Team Blue	\$ 8,345.00
<b>Asbestos Removal</b>	Jamco	\$ 975.00
<b>Carpet</b>	Kelly's	\$ 5,918.00
	Nebraska Furniture Mart	\$ 6,634.87
<b>Electrical</b>	Fremont Electric	\$ 14,030.00
	Wulff Electric	\$ 18,375.00
<b>Painting</b>	BK Painting	\$ 5,125.00
	Pearson's Painting	\$ 6,100.00
<b>Carpentry &amp; ADA Improvements</b>	Longview Renovation	\$ 28,639.00
	DPS	\$ 26,340.00
<b>Network Cabling</b>	In-House Staff	\$ 3,419.00



# CITY OF BLAIR

To: Mayor Rump & Blair City Council

From: Aaron Barrow, Assistant City Administrator

Date: Sep 18, 2025

Subject: Improvements to City Hall Annex-Bid Summary and Recommendation

Over the past several weeks, Facilities Director Mark Wulff has worked with contractors to secure bids for necessary improvements to the City Hall Annex located at **1516 Grant Street**. The proposed upgrades aim to enhance functionality, safety, and accessibility of the facility. Attached to this memo are the bids received for each category of work. Below is a summary of the bids under consideration:

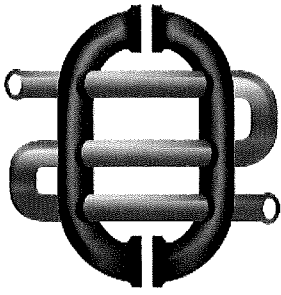
<b>Category</b>	<b>Vendor</b>	<b>Bid Amount</b>
Plumbing	O2 Plumbing	\$7,450.00
Asbestos Removal	Jamco	\$975.00
Carpet Installation	Kelly's	\$5,918.00
Electrical Work	Fremont Electric	\$14,030.00
Interior Painting	BK Painting	\$5,125.00
Carpentry & ADA Improvements	Longview Renovation	\$28,639.00
Network Cabling (Hardware Only)	In-House Staff	\$3,419.00
<b>Total Estimated Cost</b>		<b>\$65,556.00</b>

#### **Additional Notes:**

- **Longview Renovation vs. DPS:** While DPS submitted a lower bid, it did not include any interior improvements. Longview's bid encompasses both carpentry and ADA compliance upgrades, which are essential to the project scope.
- **Asbestos Removal:** Only one bid was received for this work, from Jamco.
- **Network Cabling:** City staff will complete this work. The listed cost reflects only the required hardware.

#### **Recommendation:**

Staff recommend proceeding with the bids as outlined above to ensure timely and comprehensive improvements to the City Hall Annex. These upgrades will enhance the building's usability, safety, and compliance with accessibility standards.



# PLUMBING

---

2032 Colfax Street  
Blair, NE 68008  
(402) 427-9852  
[o2p2023@gmail.com](mailto:o2p2023@gmail.com)

Proposal regarding the address of:

City of Blair  
1516 Grant Street  
Blair NE, 68008

Bid Expiration: September 30, 2025

We are pleased to be able to submit our proposal our proposal includes the plumbing scope of work complete.

Main Floor Demo:

- Full Bathroom
  - Tub
    - Waste, Vent and Water piping
    - Removed or cap all unused piping
  - Toilet
    - Remove toilet
    - Removed or cap all unused piping
  - Vanity
    - Remove vanity cabinet and top
    - Leave waste and water for future use
- Second Half Bathroom
  - Toilet
    - Remove toilet
    - Cap all unused piping
  - Vanity
    - Remove vanity cabinet and top
    - Removed or cap all unused piping
  - Walls
    - Remove both walls for maximum office space
    - Waste stack appears to be on one wall, and the waste stack will be demoed and relocated as needed.
  - Basement
    - Remove laundry waste hook up.
    - Cap dryer vent line

Main Floor Bathroom:

- ADA accessible vanity
  - Waste water and vent piping to be run for a fully functional fixture.
  - Wall hung sink and faucet included.
  - One lav guard
- ADA Accessible toilet
  - American Standard Power assist toilet (Additional \$450)
  - American Standard Basic ADA toilet
  - Moving waste, vent and water to the new desired location.
- Kitchen
  - Add ice maker line for the refrigerator
- Waste Stack in Basement
  - Removing the cracked fitting and replacing it with PVC.
  - We will adapt the cast iron bell in the wall to PVC.
    - This does not include any removal of the piping in the wall or underground.
  - Running new waste stack in PVC and adapting to the ABS pipe were needed.

General notes:

- All finished materials will be provided by O2 Plumbing
- All changes not stated in the proposal will be charged accordingly.
- A sewer scope will be performed as well to ensure the integrity of the cast iron
- All water piping will be done in copper
- All waste and vent piping will be PVC.

Proposed Bid Total

\$7000-\$7450

**Team Blue Drain Cleaning & Plumbing**

**Estimate**

406 Linda Lee Ln  
 Kennard, NE 68034  
 +14024261764  
 dale@teambblueplumbing.com  
 www.teambblueplumbing.com

ADDRESS
Mark Wulff City of Blair 1516 Grant St Blair, NE

ESTIMATE #	DATE
1455	08/18/2025

ACTIVITY	QTY	RATE	AMOUNT
<b>Commercial Plumbing</b> 1516 Grant St. Blair Demo all walls in the powder bathroom. Remove paneling on the backside of the powder bathroom. Remove studs and drywall. Remove the toilet, bathtub and vanity. Cap bathtub lines.	1	3,200.00	3,200.00
<b>Commercial Plumbing</b> Cap water lines the powder bathroom wall. Cap all drains for the powder bathroom. Relocate sewer stack to the plumbing wall.  Move the toilet in the main bathroom to make a handicap accessible toilet.  Set backing boards for a handicap accessible sink.  Install water lines to both fixtures.	1	3,580.00	3,580.00
<b>Commercial Plumbing Finish</b> Set ADA toilet and install sink to ADA height, price includes fixtures.	1	1,565.00	1,565.00

**TOTAL \$8,345.00**

Team Blue is not responsible for any unforeseen issues that may arise during the project.  
 No changes will be made to the project without prior approval from property owner.  
 Team Blue requires 1/2 of the cost as a down payment prior to start of project.  
 Balance of the invoice is due after inspection is completed by the city.

Accepted By

Accepted Date



B.K. PAINTING INC.  
 1103 M Street  
 Tekamah, NE 68061  
 (402) 427-5598

# Estimate

Date	Estimate #
9/2/2025	5855

Name / Address
Mark Wulff City of Blair 218 South 16th Street Blair Ne 68008

Description	Total
1516 Grant Street, Blair Ne 68008 Estimate includes all materials and labor. Scope of work: Interior walls, paneling and ceilings on main floor: 2 bedrooms, 2 closets, bathroom, kitchen, entry and main living area. Prepare paneling, walls and ceilings for painting: Caulk, fill holes and Oil prime paneling. Prime all repairs. Paint walls, ceilings and paneling, 2 coats.	5,125.00
<b>Total</b>	<b>\$5,125.00</b>



**PROPOSAL OF WORK**

Submitted To:	City of Blair	Bid Date:	9-4-25
Job Name:	1516 Grant St	Job Location:	Blair, NE
Bid Scope:	Painting	Client Contact:	

**Per Plans and Specifications provided by:** Mark Wulf

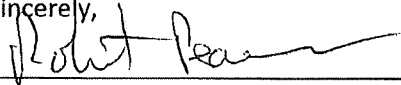
**Scope & Estimated Schedule to complete the work estimated unless otherwise noted:**

All labor, materials (Sherwin-Williams product line, unless noted otherwise), and equipment needed to complete the bid scope. The proposal is based on standard time rates and a forty hour, Monday through Friday work schedule to perform work included in bid. Any owner directed overtime or weekend work would need to be previously agreed to.

**This Proposal Includes the following items:** Interior Painting. Walls and Ceilings. Touch up new added wood at door frames.

**Base Bid : \$ 6100.00**

Please feel free to contact me with any questions regarding this proposal. This proposal may be withdrawn and/or repriced after thirty (30) calendar days.

Sincerely,  
  
\_\_\_\_\_

Robert Pearson  
Pearson's Painting

9-4-25  
\_\_\_\_\_

Date

**Acceptance of Proposal:** The above price(s), specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as stated. Payment will be made upon the completion of the work or based on progress of the work if the work exceeds one month. Terms are Net 30.

Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City of Blair – Network Expansion Cost for 1516 Grant St

1. Network Connectivity

Summary: Integrate 1516 Grant St with the existing City Hall infrastructure using a high-speed point-to-point (PtP) wireless bridge. The network at 1516 Grant will support hardwired (main floor) and wireless connectivity, with switching and battery backup equipment in the basement.

- A. Wireless Bridge Connection
  - a. Distance: +-162 feet from City Hall to 1516 Grant St
    - Equipment: Ubiquiti UniFi Building Bridge (PtP)
    - Purpose: Extends the existing City Hall network
  - b. Will use VLANs to extend the existing network, GPC phone network.
- B. Main Floor Connectivity
  - a. Hardwired Ethernet drops for workstations, phones, and printers.
  - b. Phone system compatible with existing VoIP deployment.
    - i. Some advanced network connectivity is needed.
    - ii. E911 address mapping may need to be adjusted with GPC.
  - c. Wireless access is provided for laptops, meetings, and mobile users.
- C. Basement Infrastructure
  - a. Rack-mounted network gear including:
    - i. Uninterruptible Power Supply (UPS)
    - ii. 48-port PoE switch
    - iii. Patch panel and cable management

D. COST ESTIMATE

EQUIPMENT	COST	QTY	TOTAL
UniFi Building Bridge	\$499.00	1	\$499.00
Non-penetrating Roof Mount	\$250.00	1	\$250.00
Outdoor Cat6 - 500FT	\$180.00	1	\$180.00
UniFi Standard 48 PoE	\$589.00	1	\$589.00
U7 In-Wall Access Point	\$149.00	2	\$298.00
CyberPower UPS	\$225.00	1	\$225.00
Cable Matters Backbox (5-Pack)	\$18.00	2	\$36.00
Cable Matters 2-Port Wall Plate (10-Pack)	\$13.00	2	\$26.00
Cable Matters Blank Inserts (20-Pack)	\$9.00	2	\$18.00
Cable Matters Cat6 Keystone (25-Pack)	\$35.00	3	\$105.00
Cable Matters 1-Port Surface Mount (5-Pack)	\$10.00	1	\$10.00
6U Network Rack - Wall Mount	\$250.00	1	\$250.00
Cable Matters 24 Port Keystone Patch Panel	\$32.00	1	\$32.00
TrueCABLE Cat6 Riser	\$200.00	2	\$400.00

0.5FT Patch Cables	\$20.00	2	\$40.00
1FT Patch Cables	\$21.00	1	\$21.00
14FT Patch Cables	\$60.00	1	\$60.00
Cage Nuts/Rack Screws	\$60.00	1	\$60.00
Workstation Power Strips	\$20.00	6	\$120.00
MISC - Fasteners, Velcro, Etc	\$200.00	1	\$200.00
		TOTAL	\$3,419.00

## 2. Surveillance Camera System (Optional)

Summary: Option for monitoring entrances and public areas using an IP camera system. This includes outdoor-rated bullet cameras.

### 1. Equipment:

- a. UniFi G5 Bullet Cameras (x3) – HD video capture with night vision
- b. UniFi Network Video Recorder – Centralized recording device

### 2. COST ESTIMATE

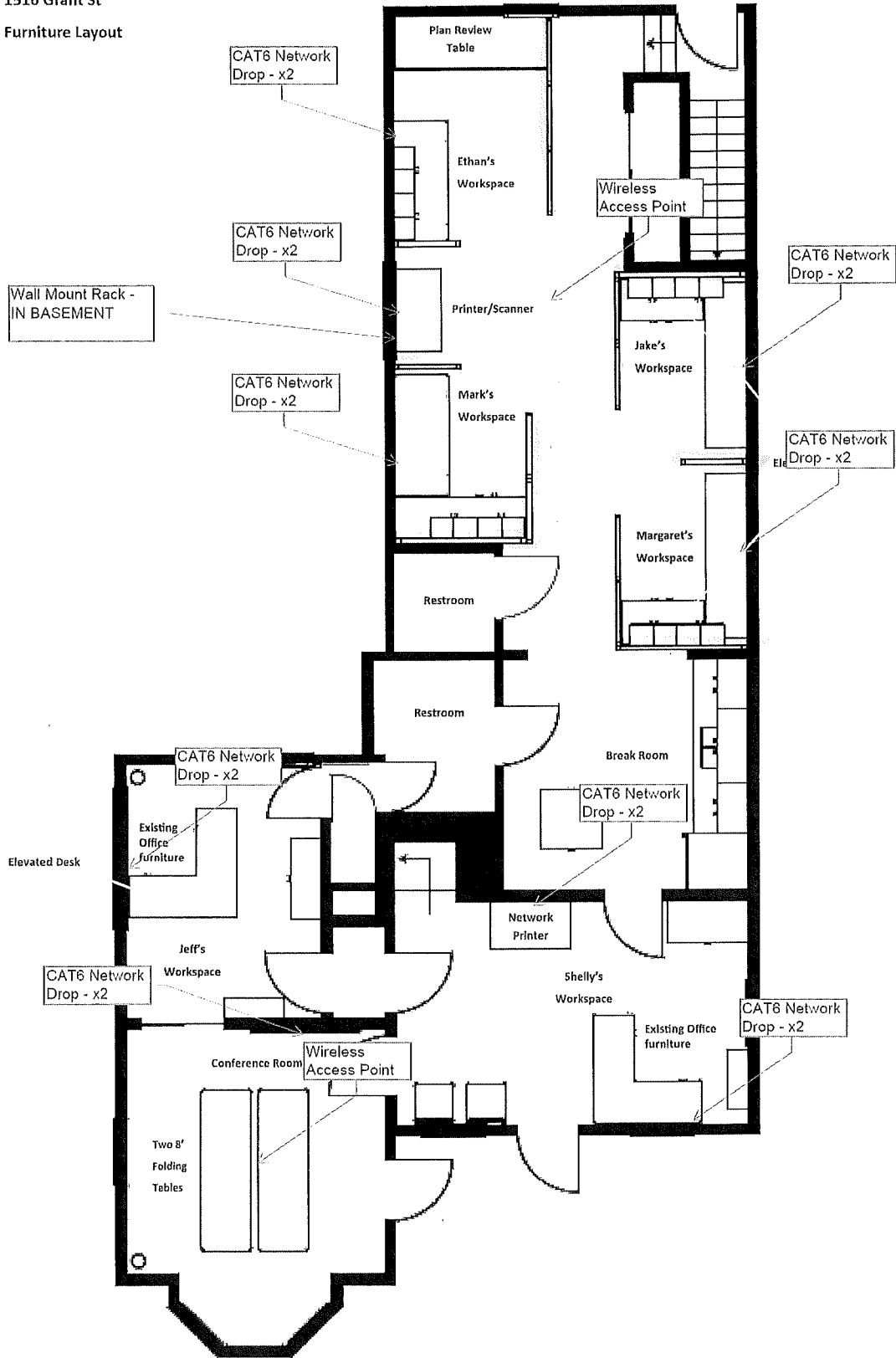
CAMERA OPTION	EQUIPMENT	COST	QTY	TOTAL
	UNVR	\$300.00	1	\$300.00
	G5 Bullet or Similar	\$150.00	3	\$450.00
	Camera Junction Box	\$50.00	3	\$150.00
	Hard Drive - 6TB	\$150.00	5	\$750.00
	Patch cables, CAT6, jacks, misc.	\$350.00	1	\$350.00
			TOTAL	\$2,000.00

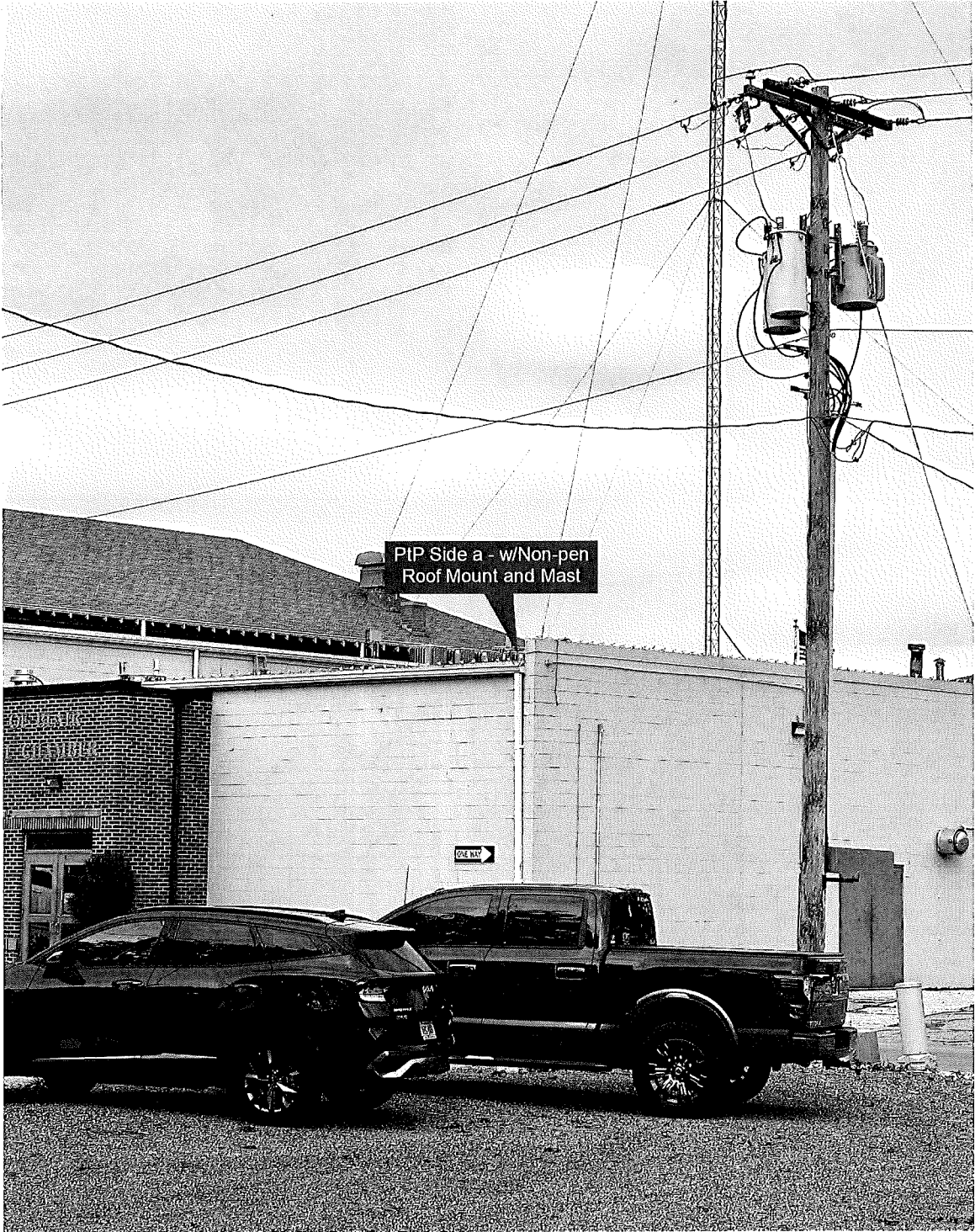
Overview of Point-to-Point Connection



# Overview of Data Drops

1516 Grant St  
Furniture Layout







PIP Side b - Mounted on siding



# fremont electric, inc.

Phone (402) 727-4932  
Fax (402) 727-8124

Industrial • Commercial • Residential  
www.fremotelectricinc.com

1245 Hills Road  
Fremont, Nebraska 68025

July 29, 2025

City of Blair  
ATTN: Mark Wulff

RE: 1516 Grant Street

Price includes labor, material, and city of Blair electrical permit to install the following as per our site visit.

Repair the open splice in the garage                      Bid Price---\$115.00---

200 Amp Service:

Install 1-120/240 volt 200 amp service on the east side of the house with an outdoor disconnect, meter socket, and a 2" rigid riser thru the roof.

Install a 200 amp feeder from the new disconnect to the new 200 amp panel location.

Install 1-120/240 volt 200 amp 40 space surface mounted panel in the same location as the existing panels.

Remove the old panels and extend the circuits into the new panel. We will reconnect the existing circuits to the proper size circuit breakers. Repair the open splice above the panel.

The service will be grounded to the water service and a ground rod.

Disconnect the existing service entrance feeders from the house to the garage, removal of the meter socket and riser is not included.

Bid Price---\$5,230.00---

Replace 2-120 volt receptacles in the kitchen with GFI receptacles and one duplex receptacle in the bathroom with a GFI receptacle.

Bid Price---\$195.00---

Front Reception Area:

Install 4-2X2 surface mounted LED flat panel fixtures connected to the existing switch.

Bid Price---\$840.00---

Front Southwest Room:

Install 4-2X2 surface mounted LED flat panel fixtures connected to the existing switch.

Bid Price---\$840.00---

Northwest Room:

Install 4-2X2 surface mounted LED flat panel fixtures connected to the existing switch.

Bid Price---\$840.00---

Install 4-120 volt receptacles, two in the Front Southwest Room and two in the Northwest Room. Each room will be on a separate circuit. This will be completed time and material due to the unknowns in the crawl space.

Estimated Cost---\$1,820.00---

Kitchen:

Remove the existing light fixture and install 1-2X4 LED surface mounted flat panel connected to the existing switch. Replace the combination switch/receptacle with a new single pole switch.

Bid Price---\$275.00---

North Addition:

Install 14-6" LED wafer type fixtures connected to two sets of three 3-way switches, three switches at the stairway entrance and three switches by the kitchen. The switches may be surface mounted if we cannot fish up the existing walls.

Relocate the existing ceiling fan to center of the room in line with the north fan and install a blank plate over the old fan location.

Install 1-6" LED wafer type fixture in the closet connected to the existing switch.

Bid Price---\$3,875.00---

NOTES:

All new circuit will be installed with metallic raceways.

OPPD fees are not included if any occur.

Prior to work beginning we will do a layout with the owner to verify installation and location of electrical items.

Patching or painting of walls, floors, or ceilings is not included.

Not responsible for the repairs of unforeseen circumstances.

There will be surface mounted conduits to the new light fixtures and receptacles in the old part of the house.

Prices are subject to increase due to the availability, transportation and commodity prices without notice; bid price is guaranteed for 10 days.

If you have any questions, please contact me

Thank you,



Les Shallberg  
President



# Wulff Electric Inc.

14623 Grover St.  
Omaha, NE 68144  
402-639-1044

Roger@wulffelectricinc.com

## Estimate

Date	Estimate No.
9/2/2025	3987

City of Blair  
218 S. 16th Street  
Blair, NE 68008

Project
1516 Grant St.

Description	Qty	Rate	Total
<p>1516 Grant Street</p> <p>Labor and materials bid to install the following: Electrical permit.</p> <p>200 amp single phase service on the east side of the house with an outdoor disconnect, meter socket, and a 2" rigid riser through the roof.</p> <p>Install a 200 amp feeder from the new disconnect to the new 200 amp panel location.</p> <p>Ground the service according to the NEC.</p> <p>Install a 40 space surface mounted panel in the same location as the existing panels.</p> <p>Includes all the necessary arc flash breakers.</p> <p>Remove the old panels and extend the circuits into the new panel.</p> <p>Repair the open splice above the panel.</p> <p>Disconnect the existing service entrance feeders from the house to the garage</p> <p>Replace 2-120 volt receptacles in the kitchen with GFI receptacles and one duplex receptacle in the bathroom with a GFI receptacle.</p> <p>Front Reception Area: Install 4-2X2 surface mounted LED flat panel fixtures connected to the existing</p>		*****	18,375.00
Thank you for the opportunity!	<b>Total</b>		

Phone #
402-498-9585



# Wulff Electric Inc.

14623 Grover St.  
Omaha, NE 68144

402-639-1044

Roger@wulffelectricinc.com

## Estimate

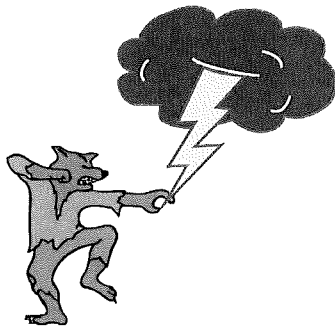
Date	Estimate No.
9/2/2025	3987

City of Blair  
218 S. 16th Street  
Blair, NE 68008

Project
1516 Grant St.

Description	Qty	Rate	Total
<p>switch.</p> <p>Front Southwest Room: Install 4-2X2 surface mounted LED flat panel fixtures connected to the existing switch.</p> <p>Northwest Room: Install 4-2X2 surface mounted LED flat panel fixtures connected to the existing switch.</p> <p>Install 4-120 volt receptacles, two in the Front Southwest Room and two in the Northwest Room.</p> <p>Each room will be on a separate circuit.</p> <p>This will be completed time and material due to the unknowns in the crawl space.</p> <p>Kitchen: Remove the existing light fixture and install 1-2X4 LED surface mounted flat panel connected to the existing switch.</p> <p>Replace the combination switch/receptacle with a new single pole switch.</p> <p>North Addition: Install 14-6" LED wafer type fixtures connected to two sets of three 3-way switches, three switches at the stairway entrance and three switches by the kitchen.</p> <p>The switches may be surface mounted if we cannot fish up the existing walls.</p>			
Thank you for the opportunity!	<b>Total</b>		

Phone #
402-498-9585



# Wulff Electric Inc.

14623 Grover St.  
Omaha, NE 68144

402-639-1044

Roger@wulffelectricinc.com

## Estimate

Date	Estimate No.
9/2/2025	3987

City of Blair  
218 S. 16th Street  
Blair, NE 68008

Project
1516 Grant St.

Description	Qty	Rate	Total
Relocate the existing ceiling fan to center of the room in line with the north fan and install a blank plate over the old fan location.			
Install 1-6" LED wafer type fixture in the closet connected to the existing switch.			
Repair the open splice in the garage.			
<b>Total</b>			<b>\$18,375.00</b>

Thank you for the opportunity!

Phone #
402-498-9585





# Proposal Commercial Department

**Date** 8.27.2025  
**Proposal to** City of Blair  
Mark Wulff  
  
**Phone** 531-209-4523  
**Email** mwulff@blairnebraska.org

**Proposal No.** 218514  
**Project** 1516 Grant St  
Blair, NE 68008  
**Addenda**  
**Davis Bacon**  
**Sales Tax** Not-Included (Exempt)  
**Attic Stock** Not Included

<b>Base Bid</b>	<b>\$5,918.00</b>
Carpet:	
CPT-1, Aladdin Surface Stitch 24"x24", Color TBD	\$5,010.00
LVT:	
LVT-1, Mohawk Pro Solution III 2.5mil 7"x48", Color TBD	\$480.00
Base/Transitions:	
Johnsonite Vinyl Base 4" w/ toe; Color: TBD	\$428.00

### Scope of Work

1. Provide and install all materials and sundries for installation.
2. Minor floor prep. Demo and tear out existing carpet and pad.

### Qualifications and Exclusions:

Qualifications and Exclusions:

1. **Note:** VCT flooring was found under existing broadloom carpet in some areas of the house. Owner must have this tested for asbestos prior to demolition of existing material.
2. Pricing includes minor floor prep (cleaning only) to receive new flooring. Major flooring prep (grinding, sanding, patching, sealing, priming, etc.) would be conducted by owner or priced as a change order once final floor surface has been determined.

3. Pricing excludes application of floor sealer at any areas that require asbestos abatement. Please note that anytime an abatement contractor uses chemical stripper to remove mastic, the floor must be sealed.
  4. Base bid pricing excludes moisture testing.
  5. Pricing does not include extra materials. Any extra material remaining after project will be turned over to owner.
  6. Pricing includes the above stated products, any products not listed above are not included in this proposal and will need to be a change order.
  7. Pricing excludes initial maintenance of resilient flooring.
  8. Pricing excludes wood base. Vinyl base included in areas noted on attached drawing.
  9. Pricing based on conducting work in 1 phase/s.
  10. Pricing based on conducting work during normal business hours.
  11. Payment required for materials once received in our warehouse.
  12. Pricing is for the complete base bid amount, not for individual break out items.
- Pricing does not reflect any potential pricing increases due to tariffs.

This Bid is open for thirty (30) days after receipt. Proposal and/or contract shall be signed prior to ordering materials.

PLEASE NOTE THAT PRICING IS SUBJECT TO CHANGE FOLLOWING SIGNATURE OF PROPOSAL/CONTRACT IF THERE IS A TIME FRAME REQUIRED FOR SUBMITTAL APPROVAL. DUE TO CURRENT SUPPLY CHAIN CHALLENGES, FREIGHT CHARGES AND PRODUCT INCREASES ARE BEING APPLIED ON A WEEKLY BASIS. KELLYS CARPET OMAHA IS DOING EVERYTHING IN OUR POWER TO LOCK IN PRICING BUT CAN'T CONFIRM FINAL PRICING UNTIL PRODUCTS ARE BEING ORDERED AND WE CAN'T ORDER UNTIL SUBMITTALS HAVE BEEN APPROVED. PLEASE NOTE THAT THE OWNER WILL BE MADE AWARE OF ANY PRICE CHANGE PRIOR TO ORDER.

Thank you for the opportunity to provide this proposal.

**Alex Carlson**

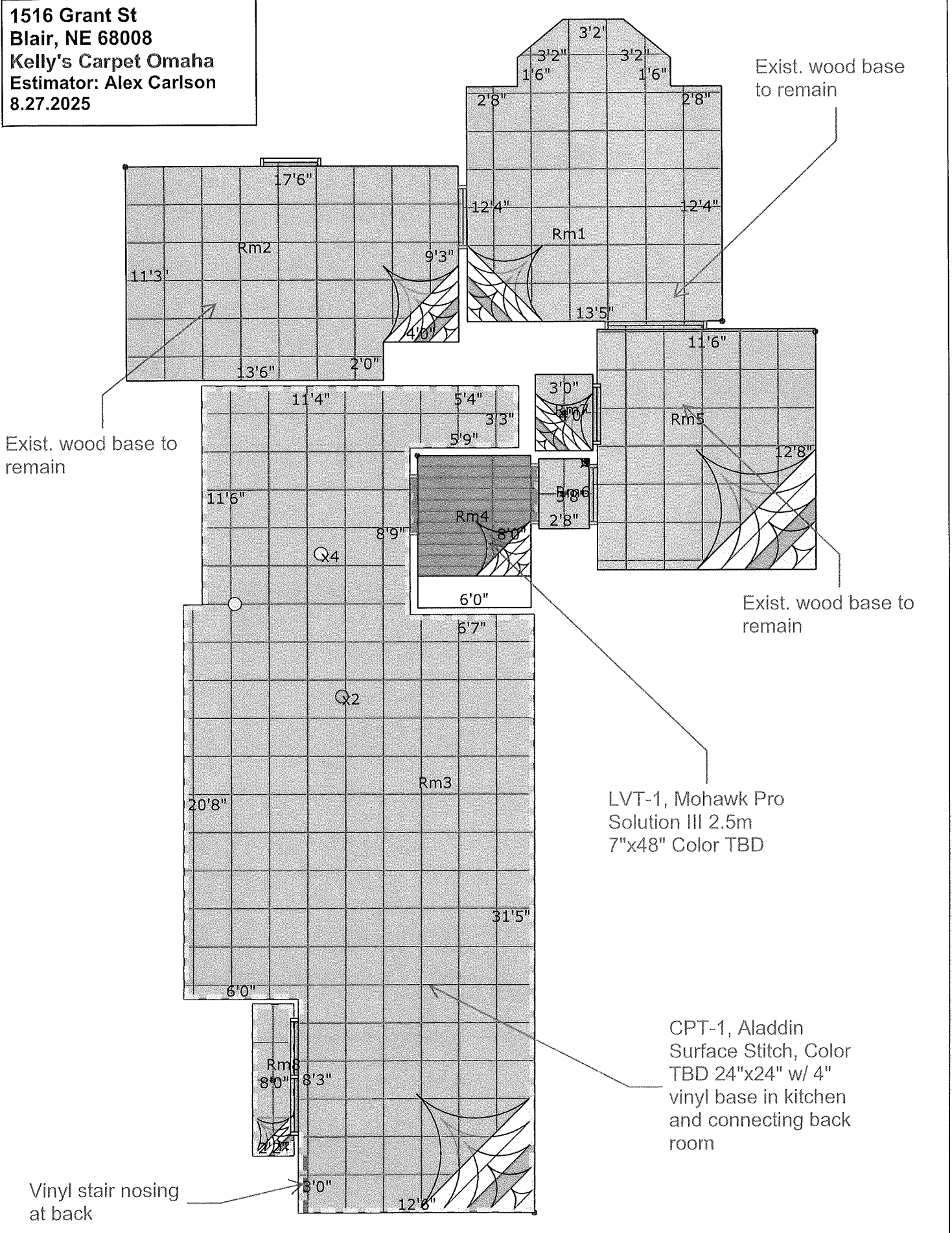
*Commercial Project Manager*  
 Kelly's Carpet Omaha  
 402-718-7941

**Project Estimator:** Alex Carlson

**Enclosed:** Schematics depicting proposed material locations

**Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_

1516 Grant St  
 Blair, NE 68008  
 Kelly's Carpet Omaha  
 Estimator: Alex Carlson  
 8.27.2025







# Contractor Flooring Estimate

Date: 08/21/25

To: City of Blair  
Attn: Mark Wulff

From: Tangee Hoagland

Re: 1516 Grant St.

Thank you for the opportunity to provide an estimate for your flooring project! Please review the below estimate and contact us with any questions.

Description	Qty	Cost	Ext. Cost
Carpet tile & LVP :			
Carpet tile – TBD	142 SY	25.00	\$3,550.00
LVP – TBD	90 SF	2.75	\$247.50
Ardex (leveler)	3 bags	25.56	\$76.68
Adhesive – XL2230	2 pails	42.18	\$84.36
Underlayment – ¼"	3 shts	40.26	\$120.78
Install carpet tile			\$750.00
Install LVP			\$250.00
Take up old flooring			\$575.00
Haul Away old			\$170.00
Floor prep			\$225.00
Install subfloor			\$150.00
Top set			\$150.00
Tax (7%)			\$285.55
Total – carpet & LVP			\$6,634.87

(continued next page)

### Omaha

700 South 72nd Street  
Omaha, NE 68114  
Phone: 402-397-6100

### Dallas/Fort Worth

5600 Nebraska Furniture Mart Drive  
The Colony, TX 75056  
Phone: 972-668-3000

### Des Moines

15500 Hickman Road  
Clive, IA 50325  
Phone: 515-727-6500

### Kansas City

1601 Village West Parkway  
Kansas City, KS 66111  
Phone: 913-288-6200

**Notes:**

- Customer to remodel 1 bath – take out tub.
- Living room stretch in carpet over crushed rubber pad over Asbestos.
- Customer to remove VCT over wood.
- Customer to remove wood base.
- Home was built in 1901.

**Above estimate is good for 20 days.**

- All bids are based on floors clean and ready for installation. Cleaning up for other trades and scraping of drywall compound will be billed as floor prep. Floors to meet ANSI code for levelness.
- Any floor prep charges listed are estimates only. Actual floor prep is to be determined upon flooring conditions at time of installation.
- There is a small chance that materials selected may not be available at the time of ordering due to products being discontinued. There is no way for Nebraska Furniture Mart to know when or if this will happen.
- No materials for your project are ordered until the walls and cabinets are set. At that time job is site measured and ordered.
- Special order items require a 25% nonrefundable deposit & may not be returned. Cut yardage & made to order items require a 100% nonrefundable deposit.
- Costs are subject to change depending upon freight surcharges &/or tariffs in effect at time of order.

**Customer approval of estimate:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Prepared For**

City Of Blair  
 1516 Grant Street  
 Blair, Nebraska 68008  
 (531) 209-4523

**LongView Renovation**

La Vista, Nebraska 68128  
 Phone: (402) 235-8078  
 Email: office@longviewrenovation.com  
 Web: www.longviewrenovation.com

Estimate # 381  
 Date 08/19/2025

Description	Rate	Quantity	Total
Site Prep Minimal Grading will be needed to proceed and to ensure that the foundation of the slab as well as the sidewalk is level and firm.	\$290.00	1	\$290.00
4'x6' Landing Pad - 24 Sq Ft Landing Pad for the ADA ramp that is attached to the deck.  4x'6' at 4" thick. Price Per Hour/ 4 hours for 2 guys 0.3 Yards of Concrete needed.  22 - 60 lbs bags Forms	\$120.2375	8	\$961.90
Deck Construction - 105 Sq ft Build a new deck over the existing concrete.  Requires Minimal Prep: Removing Railings and Stairs. Deck Sits at 7' x 15' ( Including Waste Factor )  Deck is to be built with Treated Lumber and built to City Code.  Price for deck is Per/SQft Labor and Material	\$60.32	105	\$6,333.60

ADA Ramp	\$243.60	30	\$7,308.00
ADA Ramp to tie into the new deck.			
8 Footings will be needed ( Separate Line Item )			
ADA Ramp is to 48" wide.			
Ramp to be built with Pressure Treated Lumber and Built to Code.			
Price for ADA Ramp is Per/Sq ft Labor and Material			
ADA Ramp Footings	\$406.00	8	\$3,248.00
8 footings will be needed for the ADA Ramp itself.			
Price per footing/ Material and Labor			
Door Modifications	\$1,218.00	3	\$3,654.00
-Front Door - Opened up to 36" New Front Door Needed, Half Glass			
-Door from Bathroom to Downstairs - Closed off and Finished Drywall, and Paint.			
-Door into Closet - Open up to 36" Door and Casing Needed			
All Doors will require 2x4 Lumber to open them up to 36"			
All Doors to be raised to 80 inches ( 7 feet ) if they are not already.			
Closet Over Stairs	\$3,538.00	1	\$3,538.00
Plan to install new floor joist as well as ledger boards to ensure the floor is level.			
-2x6 Floor Joists and Hangers			
-If extra support is needed 6x6 will be used to ensure structural integrity.			
Lumber, Screws, and all material needed included.			
Stair Removal - Add Attic Stairs	\$2,436.00	1	\$2,436.00
- Remove Existing Steps			
- Install Attic fold out stairs.			
- Frame opening, and install some kind of Door.			
Shelving Removal - Kitchen	\$870.00	1	\$870.00
Cut out and Remove old built ins.			
Pretty them up and paint.			

---

<b>Subtotal</b>	\$28,639.50
<hr/>	
<b>Total</b>	<b>\$28,639.50</b>

**Payment Schedule**

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Concrete Poured (40%)	\$11,455.80
Deck Finished (30%)	\$8,591.85
Job Complete (30%)	\$8,591.85

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**Notes:**

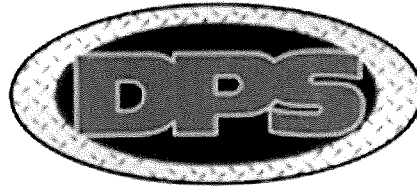
- All Work will comply with Local Building Codes and ADA Standards.
- Includes Labor, Material, and Disposal of waste.
- Excludes any unforeseen structural and electrical issues.

By signing this document, the customer agrees to the services and conditions outlined in this document. If this bid is accepted, then I give LongView Renovation permission to use before and after photos of their jobsite and work performed to advertise on their website/social media pages with the clear understanding that no customer information will be shared including name, address, phone number, email address, etc.

---

City Of Blair

DPS, llc  
 3704 L Street  
 Omaha, NE 68107  
 402-612-7222  
 office@dpsconstruction.net  
 dpsconstruction.net



**Retaining Walls • Concrete**

# Estimate

**ADDRESS**

City of Blair

**ESTIMATE #** 19061-3-JA

**DATE** 09/20/2025

ACTIVITY	QTY	RATE	AMOUNT
1516 Grant Street Build 4' x 4' landing and steps on three sides at rear door using green treated material. Build ramp from front stoop going towards parking lot to the west using green treated material. 48" wide ramp with hand rail on both sides. Build 4' x 6' concrete landing pad at bottom of ramp. Replace concrete pad at bottom of front steps. Build 18' x 7' deck over existing stoop using green treated material. Excludes handrails around deck per Mark Wulff. Replace metal posts between existing stoop and roof line with wrapped wood posts. Build green treated stairs over existing concrete stairs on south side of stoop with new handrails on both sides of stairs.			
Replace front door with 2 hole 1/2 glass door. Excludes permit cost and engineering.	1	26,340.00	26,340.00
TOTAL			<b>\$26,340.00</b>

Accepted By

Accepted Date



## Jamco Abatement Services Inc

460 Lakehurst Dr

Waterloo, NE 68069

Phone 402-578-4804

Email: [Matt.Timmerman10@gmail.com](mailto:Matt.Timmerman10@gmail.com)

### *PRICE QUOTE*

**For:**

**Mark Wulff**

**Code Enforcement Officer**

**City of Blair**

**218 South 16th Street**

**Blair, NE 68008**

**Phone: (402) 426-6688**

**[mwulff@blairnebraska.org](mailto:mwulff@blairnebraska.org)**

**Project Location:**

**Residence Bldg**

**Annex**

**Blair, NE**

### **Scope of Work**

**Remove approximately 300 SF of Carpet Asbestos Tile & Scrape Mastic**

**Lump Sum Price**

**\$ 975.00**

The price quoted includes all labor, materials, disposal, and insurance. All work is performed in accordance with applicable federal, state and local laws. Jamco Co. agrees to indemnify owner/general contractor only to the extent that the loss or damage is caused by Jamco.

Call 402-578-4804 if you have any questions or need additional information.

Electricity and water to be provided by owner.

Thank you for the opportunity to provide this quote.

Date: September 2, 2025

*Matt Timmerman*

Jamco Abatement Services Inc  
Matt Timmerman

City of Blair  
Mark Wulff

**A RESOLUTION OF THE CITY OF BLAIR  
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT  
RELATED TO THE AFFF PRODUCT LIABILITY LITIGATION**

WHEREAS, the City of Blair, Nebraska (the “City”) is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, STAG LIUZZA, L.L.C., and MATTSON RICKETTS LAW FIRM, LLP have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities pursuing legal claims involving cost recovery related to remediation of water contamination; and

WHEREAS, the City Council has determined it to be in the City’s best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal damage claims it may have related to PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873; and

WHEREAS, the City desires to authorize the execution of Exhibit “A”; and

NOW THEREFORE BE IT RESOLVED by the City Council that the City Administrator is hereby authorized to execute the Legal Services Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

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 23<sup>rd</sup> DAY OF SEPTEMBER 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 23<sup>rd</sup> day of September 2025.

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BRENDA WHEELER, CITY CLERK





The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

**1. ATTORNEYS' FEES.** As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to MATTSON RICKETTS LAW FIRM, LLP and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

**2. COSTS AND EXPENSES.** In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only

in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$ .30 per page; facsimile costs at a rate of \$ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

**3. NO GUARANTEE.** The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In

using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

**6. MODIFICATION.** It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

**7. TERMINATION OF REPRESENTATION.** The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

**8. ENTIRE AGREEMENT.** The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

**9. AUTHORITY.** Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

**EFFECT OF SIGNING**

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**CITY OF BLAIR, NEBRASKA**  
**BY:** \_\_\_\_\_  
**ITS:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**MICHAEL STAG, LLC FOR STAG LIUZZA,  
L.L.C.**

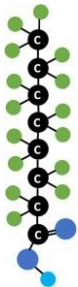
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ANDREW R. SPADER FOR MATTSON  
RICKETTS LAW FIRM, LLP**

# PFAS Explained:



Scientific studies have shown that exposure to some PFAS in the environment is linked to harmful health effects in humans and animals.



## What are PFAS?

PFAS are manufactured chemicals that have been used in industry and consumer products since the 1940s.

Because of their widespread use and their persistence in the environment, many PFAS are found in the blood of people and animals all over the world.

There are thousands of different PFAS, some of which have been more widely used and studied than others.



## Are PFAS safe?

Research is ongoing to determine how exposure to different PFAS can lead to a variety of health effects. Studies have shown that exposure to certain levels of PFAS may lead to:



### Cancer Effects

Increased risk of some cancers, including prostate, kidney, and testicular cancers.



### Weight Effects

Increased cholesterol levels and/or risk of obesity.



### Immune Effects

Reduced ability of the body's immune system to fight infections.



### Developmental Effects

Low birth weight, accelerated puberty, bone variations, or behavioral changes.



### Reproductive Effects

Decreased fertility or increased high blood pressure in pregnant women.

The more we learn about PFAS chemicals, the more we learn that certain PFAS can cause health risks even at very low levels. This is why anything we can do to reduce PFAS in water, soil, and air, can have a meaningful impact on health. EPA is taking action to reduce PFAS in water and in the environment. You can also take action if you remain concerned about your own risk.

Read on to learn where PFAS are coming from, and how EPA is taking action on PFAS.



## Where Are PFAS Found?



Most people in the United States have been exposed to some PFAS. People can be exposed to PFAS by touching, drinking, eating, or breathing in materials containing PFAS. PFAS may be present in:



### Drinking Water

Drinking water contaminated by other sources of PFAS.



### Waste Sites

Soil and water at or near landfills, disposal sites, and hazardous waste sites.



### Fire Extinguishing Foam

Used in training and emergency response events at airports and firefighting training facilities.



### Facilities

Chrome plating, electronics, and certain textile and paper manufacturers that produce or use PFAS.



### Consumer Products

Stain- or water-repellent, or non-stick products, paints, sealants, and some personal care products.



### Food Packaging

Grease-resistant paper, microwave popcorn bags, pizza boxes, and candy wrappers.



### Biosolids

Fertilizer from wastewater treatment plants used on agricultural lands can affect ground and surface water.



### Food

Fish caught from water contaminated by PFAS and dairy products from livestock exposed to PFAS.

Very little of the PFAS in water can get into your body through your skin, so, showering, bathing, and washing dishes in water containing PFAS are unlikely to significantly increase your risk.

EPA's researchers and partners across the country are working hard to understand how much PFAS people are exposed to and how.





# EPA Is Taking Action to Address PFAS

In October 2021, EPA released its PFAS Strategic Roadmap, which highlights concrete actions the Agency will take across a range of environmental media and EPA program offices to protect people and the environment from PFAS contamination. The Roadmap is guided by three primary goals:



## Research

Invest in research, development, and innovation



## Restrict

Prevent PFAS from entering air, land, and water



## Remediate

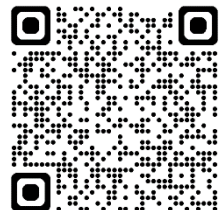
Broaden and accelerate the cleanup of PFAS contamination

Since the Roadmap's release, EPA has taken a number of key actions including:



- Began distributing \$10 billion in funding to address emerging contaminants such as PFAS under the Bipartisan Infrastructure Law (BIL).
- Finalized legally enforceable standards for six PFAS substances in drinking water.
- Designated two PFAS as CERCLA hazardous substances.
- Finalized rules to significantly enhance data on PFAS uses and releases.

To learn more about the PFAS Strategic Roadmap and key actions taken by EPA scan the QR code.



Turn the page to learn more about what actions you can take.



# If You Are Concerned about PFAS in Your Drinking Water:



1

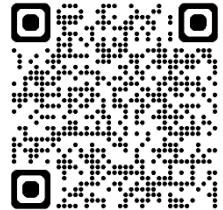
## Contact your drinking water utility:

People who are concerned about PFAS in their drinking water should first contact their drinking water utility to find out more about their drinking water, including if the utility is monitoring for PFAS, what contaminants may be present, what the levels are, and to see whether any actions are being taken to reduce exposure.

2

**If you remain concerned** after talking to your utility, then consider using or installing in-home water treatment (e.g., filters) that is certified to lower the levels of PFAS in your water and/or contact your health care provider as well as your state or local health department.

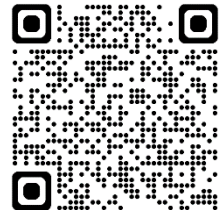
Scan this code for more information about water filters that help reduce PFAS:



3

**Finally, if you get your water from a home drinking water well**, then EPA recommends you conduct regular testing. If PFAS are found, you can take steps to lower the levels of PFAS including using or installing in-home water treatment.

Scan this code for more information about the PFAS drinking water rule:



4 EPA makes frequent updates to its website. To learn more about PFAS go to <https://www.epa.gov/pfas>.