



"OPEN MEETINGS ACT"

City of Blair Regular Council Meeting
City Council Chambers
November 25, 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. The City Council reserves the right to go into Executive Session at any time.

1. Meeting was called to order by Mayor Rump.
2. Roll Call.
3. Pledge of Allegiance.
4. Approval of Consent Agenda - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.
 - 4.a. Approval of Minutes of the November 11, 2025 meeting.
 - 4.b. Clerk report of the Mayoral Action of the November 11, 2025, meeting.
 - 4.c. Claims as approved by the Finance Committee.
 - 4.d. City of Blair's 2025 Annual Report to the State Property Tax Administrator regarding the city's active Tax Increment Financing program.
5. Consider Resolution 2025-129 approving an amendment to the LB840 application from Little Blossoms Kids Club, 2232 Washington St., allocating a new distribution of LB840 funds.
6. Consider Resolution 2025-130 approving the purchase of network equipment and security cameras.
7. Consider Resolution 2025-131 approving changes to the Water Treatment Plant Operator Compensation.

8. Consider Resolution 2025-132 approving an Agreement with JEO to update the Blair Water Treatment Plant Risk and Resilience Assessment and Emergency Response Plan.
9. Consider Resolution 2025-133 approving an Agreement with JEO to create a Risk and Resilience Assessment and Emergency Response Plan for the Blair Wastewater Treatment Plant.
10. Consider Resolution 2025-134 approving Amendment No. 2 with HDR Engineering for the Highway 75 Pump Station Project.
11. Consider Resolution 2025-135 awarding the bid for crack sealing on Highway 75.
12. Consider Resolution 2025-136 amending the Blair Municipal Code, Appendix-Permit, License and Application Fees to include updated Building and Zoning permit fees.
13. Consider Resolution 2025-137 approving a loan agreement between the City of Blair and the Blair Airport Authority.
14. Executive Session for the protection of the public interest to receive legal advice regarding negotiations to protect attorney client privilege.
15. City Administrator Report.
16. Motion and second by Council members to adjourn the meeting.

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City of Blair Regular Council Meeting
November 11, 2025

The Mayor and City Council met in regular session in the City Council Chambers on November 11, 2025, at 7:00 PM. The following were present: Gary Banner, Brent Clark, Kirk Highfill, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, Frank Wolff. Also present were City Administrator Green, Deputy 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, and #2 – Mayor Rump called the meeting to order at 7:00 p.m. followed by roll call and the Pledge of Allegiance.

Agenda Item #3 – Consent agenda approved the following: 4a) Approval of Minutes of the October 28, 2025, meeting, 4b) Clerk report of Mayoral Action of October 28, 2025 meeting, 4c) City Department reports for October 2025, 4d) Claims as recommended by the Finance Committee, 3e) Consider Resolution 2025-121 adopting the year-end certification of City Street Superintendent, 3f) Consider Resolution 2025-122 designating Charles Heaton as the City's Street Superintendent effective January 1, 2026, and 3g) Consider Resolution 2025-123 for the Keno application requested by Big Red Keno for Black Label Blair, 1631 Washington St., Blair, NE 68008. Motion by James Letcher, second by Rick Paulsen 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 #4 – Fire Chief Leonard presented new members of the Blair Volunteer Fire Department. He stated they are continuing to build numbers for the department in bringing on new members. He credited the department's Recruitment Committee for the excellent job they have been doing in recruitment. Council member Willis introduced Resolution 2025-124 approving Justin Smith, Kaleb Nicholson, Gabriel Stock and Mark Hodson as new members of the Blair Volunteer Fire Department. Motion by Kevin Willis, second by James Letcher to adopt Resolution No. 2025-124 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 #5 – Chelsy Springston, 206 Northwest St., Missouri Valley, IA, appeared before the Mayor and City Council on behalf of the Park Department. She has been employed with the city for 1 ½

years and presented a redesign concept for the disc golf course at Black Elk Neihardt Park. She noted the upgrades are needed to ensure the safety of individuals using the course. Chris Oien, American Disc Golf Design, 5513 N. 81st St., Omaha presented their plan for redesigning the course and installing upgrades to help with both course flow and plan. The new plan will make the course a better experience for players of all skill levels and ages. It will also make the course easier to maintain. The safety of both players and the general public have also been a factor in the current proposed changes. By putting more space between holes and keeping pin placements far enough away from playground equipment and the new dog park. He noted the park is a beautiful place to play and his company is honored to have the chance to make the course even better for everyone to enjoy. The goal of his redesign is to make disc golf accessible to everyone regardless of age or level of play. The estimated cost of the upgrade is \$15,000. Jonas Thomas, 1820 South St., Blair, supported the park upgrades and would like to volunteer to help keep the course clean and safe. Kevin Cada, 2035 Northridge Cir, Blair, stated the current course should be fixed first and then improve it from there. Motion by James Letcher, second by Brent Clark to approve the Disc Golf Course improvements as recommended by the Park, Recreation and Cemetery Board. 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 – Deputy City Administrator of Public Works Heaton requested the agenda item to update the Cemetery Rules to allow for multiple cremations per grave space be postponed until further information can be reviewed regarding the place of cremations and casket within a grave space. Motion by Kevin Willis, second by James Letcher to postpone consideration of a recommendation from the Park, Recreation and Cemetery Advisory Board to update the Cemetery Rules to allow for multiple cremations per grave space for further information. 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 stated that due to the federal government shutdown and the snap program not currently being funded, staff is proposing a one-time community services contract with the Washington County Food Pantry to help make food available for families. These funds would come out of the Keno Funds. Denise Cada, 2035 Northridge Cir, Director of the Washington County Food Pantry gave a presentation indicating that the food pantry has handed out 265,000 pounds of food over the past year with 79% of that amount going to those who live in the 68008-zip code. The amount of food a family receives depends on the number of people in the household. All funding that comes from grants, donations and food drives are kept local in Washington County. They also operate a USDA Food Pantry which is for all Nebraska Residents to pick up food any day the food pantry is open. The largest group of individuals that visit the food pantry are those that are 55 and over and live on a fixed income. The next biggest group of people benefiting from the food pantry are people aged 25 to 45 who come sporadically depending on the circumstances in their lives. Starting in September, the pantry will see a 24% increase in need and grow to 68% from September to November, December, and January. She thanked the community for the tremendous support they have seen during the government shutdown. Amy Clausen, 2514 College Dr, spoke in support of the pantry and requested the city to contribute more than the \$500 being proposed. Council member Willis stated the pantry does a wonderful job for the community and encouraged people to donate. He also recommended the amount being proposed to be donated should be doubled. The Finance Committee recommended increasing the amount to \$2500. Motion by Kevin Willis, second by James Letcher to approve the contract with the Washington County Food Pantry at Joseph's Coat for \$2500.00 from the Keno (community betterment) fund. Council members voted as Council Meeting November 11, 2025

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 #8 – Motion by Frank Wolff, second by Kevin Willis to receive and place on file the bids for a new copier/printer for city hall. 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. City Administrator Green five bids were received on eight different machines ranging from \$6,184.50 to \$12,517.47. IT Director White received all the specifications sheets on the machines and evaluated them on the needs of city hall. This is the primary machine that we use for utility bills. The current copier will be moved to the annex for use by the Community Development department. City staff are recommending accepting the bid from Access Systems for the amount of \$8,465.00. The Finance Committee recommended approval of the machine from Access Systems. Council member Clark introduced Resolution 2025-125 awarding the bid for a new copier/printer for city hall. Motion by Brent Clark, second by James Letcher to adopt Resolution No. 2025-125 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 – City Administrator presented an ordinance that would amend the Municipal Code to require a registration of vacant properties. The state enacted this code about 10 to 12 years ago, but Blair has never implemented it. It will allow us to charge a fee for property owners who choose to leave their properties vacant that deteriorate over time and become a problem for the community. The new code section will outline the definition of vacant properties, the process for registration, the associated fines, and penalties for failing to register the vacant property. Green reviewed the fees that could be charged and the increases that could be imposed as the longer the property sits vacant. He noted the downtown areas will be the focus but will also include residential houses. The Judiciary Committee recommended approval. Council member Highfill introduced Ordinance 2597 amending the Blair City Municipal Code, Chapter 9, Article 8 by amending Section 9 and adding Article 9 to require the registration of vacant properties.

AN ORDINANCE TO AMEND THE BLAIR CITY MUNICIPAL CODE, CHAPTER 9, ARTICLE 8 BY AMENDING SECTION 9 AND ADDING ARTICLE 9, TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

Council member Kirk Highfill moved that the statutory rule requiring reading on three different days be suspended. Council member Frank Wolff seconded the motion to suspend the rules and upon roll call vote the following Council members voted: 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.

Said Ordinance was then read by title and thereafter Council member Kirk Highfill moved for final
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passage of the Ordinance, which motion was seconded by Council member Brent Clark. The Mayor then stated the question was "Shall Ordinance No. 2597 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 Council President declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance can be found in the Ordinance Record Book.

Agenda Item #10 – Deputy City Administrator of Public Works Heaton stated the proposed resolution would allow staff to request NDOT to change the speed limits on Hwy 75. Now that these areas are fully within city limits and the traffic lights at Hollow Road are functioning, it would be best to slow traffic as it enters Blair. Staff are recommending reducing the speed to 45 MPH starting at Anthony Way, which is the south entrance road to Cargill. With Calcium products moving in, more traffic will be in that area. The 45 MPH zone would then end at Hollow Road, where the speed would change to 35 MPH into town or to Washington Street. Currently, the speed is 65 MPH until 1000 feet south/east of Hollow Road, then 45 to Wilbur, then 35. The Transportation Committee recommended approval. Council member Clark introduced Resolution 2025-126 requesting the State of Nebraska Department of Transportation to change the speed limits on Highway 75 south. Motion by Brent Clark, second by Rick Paulsen to adopt Resolution No. 2025-126 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 – Deputy City Administrator of Public Works Heaton stated the proposed resolution would change the speed limits on 10th Street near the Dollar General Distribution Center. Staff met with the Transportation Committee to discuss public comments about the speed in that area and would like to recommend a change. Currently, the speed on 10th Street is 25 MPH for the entire route. Staff proposes changing to 35 MPH from Hollow Road to a point 900 feet north of the Wilbur Street and 10th Street Intersection. This is the same as the designated truck route area and would reduce the speed back to 25 MPH before getting into the more residential section of 10th Street. The Transportation Committee recommended approval. Council member Letcher introduced Resolution 2025-127 approving a speed limit change on South 10th Street from Highway 75/Hollow Road intersection to 900 feet north of the Wilbur and 10th Street intersection to 35 mph. Motion by James Letcher, second by Brent Clark to adopt Resolution No. 2025-127 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 #12 – Deputy City Administrator of Public Works Heaton stated the proposed amendment is from JEO to work through the right of way acquisition process for the improvements for the Hollow Road/25th Street/CR 31 project. Staff have been working with JEO and have held several meetings with the Transportation Committee on this project. The project is close to being ready to go out for bid. This amendment will allow JEO to start the appraisal process for all easements needed for the project for both temporary construction and permanent right of way. Once the appraisal process is done, JEO will negotiate final agreements with the property owners so that the project can move forward. The bid will possibly go out for bid in 2026. The cost of the amendment is \$89,620.00 with the total agreement with JEO for this project not to exceed \$285,130.00. The Transportation Committee recommended approval. Council member Clark introduced Resolution 2025-128 approving an agreement with JEO Engineering to assist with the right-of-way acquisition process for the improvements to the Hollow

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Road/25th Street/County 31 project. Motion by Brent Clark, second by Frank Wolff to adopt Resolution No. 2025-128 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 #13 – City Administrator Green updated the Council on the remodeling project for the annex for the Community Development Department, the upcoming Tannenbaum event and the BS&A training that has started with city staff to move to the new software package. The goal is to go live on November 19. Letters will be mailed to all water customers on November 17. Training staff will be at city hall until December 4. All penalty fees and disconnect fees will be waived for December and January. He also noted the Blair branded store for employees is up and running. Seventeen employees have already made purchases. Deputy City Administrator of Public Safety Barrow updated the Mayor and Council on the FEMA process for reimbursement of expenses from the August windstorm.

Agenda Item #14 – Motion by Gary Banner, second by Kent Long to adjourn the meeting 8:23 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: ACCO Unlimited, Inv, 1967.09; Acreage Fences, Inv, 100.00; Advantage Lawn Care Llc, Svc, 720.00; Aflac, Svc, 1090.92; Air Products & Chemicals, Inv, 14764.29; Alert-All Corp, Inv, 495.00; Allied Appliance, Svc, 203.30; Amazon, Inv, 9225.49; American Underground, Inv, 3039.60; Anderson Auto Group, Inv, 92444.00; Arbor Roofing & Construct, Svc, 50.00; Arps Red-E-Mix Inc, Inv, 4263.00; Automatic Systems Co, Svc, 153791.12; Babkel Mechanical, Svc, 3402.68; Barrow Aaron, Svc, 44.80; Bart Moore Subcontracting, Svc, 150.00; Benchmark Goverment Solu, Svc, 592.65; Bennington Volunteer Fire, Svc, 900.00; Big Red Locksmith, Svc, 1084.50; Billmar Llc, Svc, 50.00; Bjork Brandi Lee, Svc, 28.00; Bk Painting, Inc, Svc, 9410.00; Blair Ace Hardware, Inv, 899.12; Blair Fire Depart, Inv, 2718.48; Blue Cross & Blue Shield, Svc, 108068.90; Bomgaar Supply Inc, Inv, 25.69; Borkowski Marcus, Svc, 500.00; Bound Tree Medical Llc, Inv, 2202.79; Byrd John, Reimb, 295.00; Calea, Inv, 2750.00; Carquest Auto Parts, Inv, 384.38; Catalano Patrick, Svc, 500.00; Central States Group, Inv, 4920.05; Cintas Corporation #749, Svc, 3287.88; City Of Blair (Ap), Payroll, 2532.33; City Wide Facility Sol, Svc, 3019.00; Continental Pool And Spa, Svc, 50.00; Country Tire Inc, Svc, 10490.58; Danko Emergency Equipment, Inv, 572.85; Dayton Armor Llc, Inv, 3930.00; Design 8 Studios, Svc, 50.00; Dick's Electric Co, Svc, 58032.69; Done Right Fence, Svc, 50.00; Eakes Office Solutions, Inv, 670.85; Elite Vehicle Outfitters, Svc, 1032.74; Embroidery Connection, Svc, 80.25; Enterprise Publishing Co, Svc, 1257.57; Everlight Solar Const, Svc, 50.00; First National Bank, Svc, 14022.35; Firstnet At&T Mobility, Svc, 215.90; Fremont Electric, Svc, 19599.59; Friends Of The Animal, Svc, 20440.00; Gateway Development Corp, Svc, 25.00; Global Industrial, Inv, 6475.29; Grabenbauer Lisa, Inv, 12500.00; Grainger, Inv, 713.54; Great Plains Communic, Svc, 3054.99; Grundmeyer Farms, Svc, 3020.00; Hatheway Josh, Svc, 259.98; Havenridge Stephanie, Svc, 500.00; Hdr Engineering Inc, Svc, 12803.78; Heaton Charles J, Svc, 1417.08; Highway Signing Inc, Svc, 500.00; Holcomb Bryan, Svc, 200.00; Home Matters Construction, Svc, 50.00; Horizon Rehabilitation, Svc, 296.00; Hotsy Equipment Co, Svc, 252.00; Howe Douglas, Reimb, 190.20; Huber Builders, Svc, 500.00; Hull Faith, Emp, 2.80; Ingram Library Services, Inv, 1059.81; Irvington Fire Dept, Svc, 1513.89; J Nielsen Construction, Svc, 200.00; J.P. Cooke Co, Inv, 28.04; Jackson Services, Svc, 486.22; Jenson Dean, Svc, 500.00; Jeo Consulting Group Inc, Svc, 6852.75; Jetter's Plumbing Inc, Svc, 819.42; Jim Geiger & Sons Const, Svc, 500.00; Kinsey Jeremy, Reimb, 517.30; Ldi - Kubota Of Omaha, Inv, 53.56; Leads Online, Inv, 3106.00; League Of Ne Municipality, Svc, 100.00; Lexis Nexis, Svc, 310.00; Logan Contractors Supply, Inv, 100.00.

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225.16; Logix Transportation Inc, Svc, 1650.00; Long's Ok Tire Stores, Svc, 232.00; Longview Renovatoin Llc, Svc, 2436.00; Macqueen Equipment, Inv, 7136.50; Matheson Tri-Gas Inc, Inv, 646.62; Matzen Construction, Svc, 50.00; Mc Wells Contracting, Llc, Inv, 1022345.91; Mckinnis Roofing & Sheet, Svc, 50.00; Memorial Community Hosp, Svc, 1791.00; Mersino Dewatering Llc, Svc, 15642.00; Michael Todd & Co, Inv, 774.08; Micro Marketing, Inv, 39.18; Midwest Laboratories, Svc, 692.32; Midwest Mudjacking Inc, Svc, 1050.00; Mississippi Lime Co, Inv, 54456.13; Ne Notary Assoc Inc, Inv, 107.00; Nebraska Built Const, Svc, 50.00; Ninjaone Llc, Svc, 9166.57; One Call Concepts Inc, Svc, 209.32; One Source, Svc, 67.00; Oppd (Utilities), Svc, 107991.92; Orchard Valley Inc, Svc, 1500.00; O'reilly Auto Parts, Inv, 305.09; Pearson Painting Inc, Svc, 550.00; Pioneer Cleaning Llc, Svc, 600.00; Point C, Dues, 75.00; Point C Hra/Dntl/Vis, Dues, 185.00; Poulsen Calvin, Svc, 2925.00; Pounds Printing Inc, Inv, 600.50; Principal Financial Group, Pyrl, 40225.11; Royalty Roofing, Svc, 100.00; S & S Pumping Service, Svc, 10890.00; S.E. Smith & Sons, Inv, 3416.32; Sapp Bros Petroleum, Inv, 1664.43; Schuler Christopher, Svc, 200.00; Sid Dillon, Svc, 53047.00; Sign Depot, Svc, 95.60; Sirchie, Inv, 144.56; Spartan Stores Llc, Inv, 461.25; Standard Printing, Svc, 505.00; Stryker Sales Corp, Inv, 344.08; Superior Green, Svc, 19133.84; Symbolarts, Inv, 594.30; Talbot Law Office, Serv, 1282.50; Thalman Lee, Svc, 2552.00; Thermal Heating Air And, Svc, 6724.00; Thiele Geotech Inc, Svc, 3923.00; Univar Usa Inc, Inv, 22728.94; Us Postal Service -Ft Cal, Svc, 1000.00; Usabluebook, Inv, 1135.98; Verizon, Svc, 711.44; Von Seggern Debbie, Svc, 14355.00; Wakefield Towing And Reco, Svc, 200.00; Washington Co Reg Deeds, Svc, 128.00; Western Oil Ii Llc, Inv, 5266.40; Wood Deborah, Svc, 400.00; Zoll Medical Corp, Inv, 2304.90.

Melinda K. Rump, Mayor

ATTEST:

Brenda Wheeler, City Clerk

Seal



CITY OF BLAIR

**Sarah Scott, Property
Tax Administrator PO Box 98919
Lincoln NE 68509-8919**

November 26, 2025

RE: City of Blair 2025 Property Tax Administrator Annual Report

Dear Property Tax Administrator,

Pursuant to §18-2117.01, the following report is submitted regarding the progress of redevelopment projects in the City of Blair financed by Tax Increment Financing (TIF). The report is based on each sub-point of §18-2117.01.

Redevelopment Project #3 - Woodhouse Collision Center

Description: The site is approximately 5.6 acres located along south Hwy 30 in Blair. The site was previously the proposed location for a hotel and convention center project. During original grading, the site was abandoned, leaving the site with a large, partially completed retaining wall and incomplete drainage retention. The redevelopment project included purchasing the site, final grading, completing the retaining wall, and constructing a new body shop.

- The redevelopment plan was approved on October 13, 2015.
- The effective date for dividing the ad valorem tax was January 1, 2016.
- The general location is south Hwy 30 and Pleasant Valley Blvd. The boundaries of the property within the redevelopment area are Lots 7 and 8, Pleasant Valley II, an addition to the City of Blair, Washington County, Nebraska.
- As a result of this project, the retaining wall and drainage retention were cleaned up and completed, and the Woodhouse Collision Center was constructed and opened.

Redevelopment Projects #4, 5, 7 & 9 - Transformation Hill Redevelopment

Description: The site is the former Dana College Campus, which closed in 2010. The project was a public-private partnership between Angels Share, Inc., a Nebraska nonprofit Corporation and the current owner of the former campus, a private for-profit developer, and the City of Blair. The existing private drive through the campus was dedicated to the public and resurfaced by the City of Blair. Five badly dilapidated buildings underwent hazardous waste remediation and demolition. The area purchased by the private developer was cleared, graded, and platted into



13 single family residential lots and seven two-family attached dwelling lots. Another area was graded to create 30 lots for rural workforce housing. Two new public streets, storm water detention, water, and sanitary sewer extensions were constructed. A new roundabout was constructed to replace a dangerous offset intersection.

- The redevelopment plan was approved on June 12, 2018.
- The effective date for dividing the ad valorem tax was January 1, 2020.

The general location is the former Dana College Campus area.

As a result of this project, the five badly dilapidated buildings were demolished. The entire area was platted, public streets dedicated and resurfaced, two new public streets, a new roundabout, storm water detention, water, and sanitary sewer extensions were all . constructed. To date, nineteen (19) new homes have been completed, and certificates of occupancy have been issued. Twenty-two (22) homes are currently under construction, and fifty-seven (57) lots have been sold for workforce housing.

Amendment: To maximize the tax-increment revenues available for the Project and decrease the financial burden that would otherwise be assessed by the City against lot owners, the City and Agency phased the Project so that the statutory period for collecting the excess ad valorem real property taxes on a certain lot or lots mirrors the completion of the private improvement build-out associated with such lot or lots. By doing so, the City increased the amount of TIF available for reimbursement of the public improvements associated with the Project, while decreasing the amount assessed to subsequent landowners or incurred by the City. No further substantive changes to the Redevelopment Plan were made.

- The redevelopment plan was amended July 14, 2020.

Redevelopment Project #8 - Hayden Place Redevelopment Project (Hotel)

Description: The site is approximately 1.59 acres of undeveloped land, zoned Agricultural Business and Commercial District (A/CH). The intention of this project is to address the community's need for a brand name hotel. The location is easily accessible to the public and is adjacent to restaurants and shopping. The Redevelopment Project will consist of two phases, consisting of the construction of a hotel (Phase I) and convention center (Phase 2). It is anticipated that Redeveloper may enter into a sale-leaseback with the City for the convention center constructed as part of Phase Two pursuant to the terms of the redevelopment contract for Phase Two and/or a separate agreement. The Redevelopment Project includes infrastructure improvements and other public and private improvements. Implementation of the Redevelopment Project in multiple phases will allow the Redeveloper to construct the private improvements at a rate that the market can support and to adapt subsequent phases of the project to the changing needs of the City.

- The redevelopment plan was approved on October 13, 2020.



- The effective date for dividing the ad valorem tax was July 19, 2022.

The general location of the project is the Northeast corner of the intersection of South 20th St and Kellie Dr, directly East of Highway 30. The location has been addressed as: 1933 Holly Street.

Redevelopment Projects #10 & #11 - Grant Street Industrial Park

Description: The site is approximately 20.66 acres of undeveloped land, zoned Agricultural/Heavy Industrial and Manufacturing (A/MH). The Redevelopment Project is anticipated to consist of two separate phases undertaken by different developers, encompassing the six lots that make up the Project Site. One of the developers is the current owner of Lots 1, 3 4, 5 & 6. The other developer owns Lot 2 and has constructed a warehouse building thereon.

Project #10 of the Redevelopment Project consisted of construction and implementation of the infrastructure needed to convert the vacant Project Site into buildable lots for an industrial park. This included site preparation and grading, water detention, landscaping, and the construction of public infrastructure and utilities to service the lots, such as paving, water, sewer, gas, communications and electrical. Once Phase One was completed, Project #11 commenced via the construction of an approximately 30,000 square foot warehouse and improvements related thereto on Lot 2. The remaining five lots will be sold to other developers/companies for the construction of private improvements of a similar (industrial) nature.

- The Redevelopment Plan was approved on December 14, 2021.
- The effective date for dividing the ad valorem tax was July 26, 2023.

The general location of the project is North of the 400 block of East Grant St, West of the intersection of North Industrial Park Dr. and East Grant St.

Redevelopment Project #12 - Jennings Property

Description: The site is approximately 1.06 acres in size and is located at 1145 S. 10th Street. The zoning district is Agricultural/Light Industrial and Manufacturing (A/ML). The Redevelopment Project consists of the land and a 7,600 square-foot commercial building that complies with all applicable land-coverage ratios required by the City. The building is used for storage of equipment and as a shop to perform industrial service and repairs. Such services include equipment repair, pump repair, certified rigging, certified welding services, and other related services. The property is part of the South 10th Street Subdivision which has covenants that include design standards which are in place. It is anticipated that the Redevelopment Project will allow Redeveloper to expand its existing business, which will result in the creation of numerous jobs for skilled workers. The approved redevelopment plan calls for \$325,000.00 in funding and the total estimated project cost is \$950,000.00.



- The Redevelopment Plan was approved on May 9, 2023, and is included in this report.
- The effective date for dividing the ad valorem tax was June 25, 2024.

The general location of the project is North of U.S. Highway 75 and West of South 10th Street on Lot 3 of the South 10th Street Subdivision.

Redevelopment Project – Blair Crossing

Description: The Redevelopment Project consists of a mixed-use multi-family development consisting of 4 apartment buildings, 4 detached garages and an 8,400 square foot retail building. The apartment buildings will consist of studio, 1-bedroom units, 2-bedroom units and 3-bedroom units, a leasing office, and a fitness center.

There was no public acquisition of the Project Site. However, the public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project.

Additionally, no families or businesses will be displaced as a result of the Redevelopment Project.

- The total estimated costs of the Redevelopment Project are \$25,715,289. Such figures are only estimates based upon 2024 pricing and are subject to change without further amendment of this Redevelopment Plan.
- The Blair Crossing Redevelopment Project was approved by Resolution on November 26, 2024.
- The developer is in possession of the promissory note.
- The City has not yet received a request from the applicant to begin dividing ad valorem.

The general location of the project is the Blair Crossing Subdivision, just south of the roundabout intersection of U.S. Highway 30 and Nebraska Highway 133, in Blair.

If you have any questions regarding this report, please do not hesitate to contact me.

Sincerely,

Phil Green

Phil Green
City Administrator



RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLAIR, NEBRASKA, AWARDING ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000), FROM THE LOCAL OPTION MUNICIPAL ECONOMIC DEVELOPMENT PROGRAM (LB840) FOR THE DEVELOPMENT OF A BEFORE AND AFTER SCHOOL PROGRAM TO LITTLE BLOSSOMS KIDS CLUB.

WHEREAS, pursuant to the Nebraska statute, the City of Blair is authorized to disburse certain funds received from the Local Option Municipal Economic Development Program (LB840) for the purpose, and in accordance with requirements, as set forth in the state statutes and regulations; and

WHEREAS, the LB840 Advisory Committee did meet on November 27th 2025, and reviewed the amended request from Little Blossoms Kids Club for a loan in the amount of One Hundred and Ten Thousand Dollars (\$110,000); and

WHEREAS, the LB840 Advisory Committee did vote to approve the amended allocation of One Hundred and Ten Thousand Dollars (\$110,000); for Little Blossoms Club for the creation of a before and after school children's program.

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

That One Hundred and Ten Thousand Dollars (\$110,000) will be allocated from LB840 for Little Blossoms Kids Club for the supporting a before and after school children's program.

BE IT FURTHER RESOLVED, that Little Blossoms Kids Club will be eligible for loan forgiveness of up to Thirty Thousand Dollars (\$30,000) forgivable loan at zero percent interest provided the company maintains seventy children or more a year for seven years and an additional Eighty Thousand dollars (\$80,000) of loan forgiveness upon proof of required full time job creation and maintenance of those jobs over a thirty-six (36) month period.

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 25th DAY OF NOVEMBER 2025.

MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK



“OPEN MEETINGS ACT”

LB840 & CDBG Re-Use Advisory Committee Meeting
Monday November 17th, 2025

A Copy of the “Open Meetings Act” Has Been Posted at Both Exits.

Agenda

Terry Conrad, Doug Demers, Joel Bacon, Brett Jacobitz

- 1.) Call Meeting to Order
- 2.) Roll Call
- 3.) Approval of Minutes from last meeting- Terry 1st Joel 2nd all in favor aye.
- 4.) Review of Current LB840 Projects:
Holiday Inn Express- they are doing well and following guidelines.
Prairie Star- they are having supply chain issues with their press being built and cannot hire a full time person. The city is willing to extend out their payments.
Dram- they are delayed still because of the current tenant.
- 5.) LB840 Account Balance- new accounting system
- 6.) New Applicants -
Little Blossoms- reallocation of funds
Cassie- We are up and operating and we put a bid on a 2015 bus and it runs great. We would like to reallocate funds for cameras, portable child restraints for smaller children, paint for the bus and improvements to the property at little blossoms.

Mike- how much did it end up costing?

Cassie- \$3,000 for the bus, new tires \$1,086, Camera system for the bus- \$3,000 portable seatbelts restraints around \$4,000 and paint for the bus \$7- \$10 thousand.

Total- \$23,186.00- \$26,00.00- \$29,000. At the top with the bus.

Mike- \$26,000 to get the bus up to date to get everything up to code.

Doug- what are the funds being reallocated for?

Cassie- expand the outside play area, extend the basketball area and have the concert patio repoured, expand the fenced in area and add mulch and more fencing.

Joel- good use of your funds for the bus, on your list of improvements, you had a bus at \$60,000 and did not use all the funds, that shows good use of funds. The camera system is something basic, would you want to upgrade? Cassie my brother and father in law will be installing for me so it is costing less.

Doug- any thoughts?

Brett- I believe Cassie has made good faith effort and I want to support this.

Doug made a motion- we will reallocate thirty thousand dollars for the improvements on the bus and supplies 2nd by Joel all in favor aye.

- 7.) Other Business



“OPEN MEETINGS ACT”

**LB840 & CDBG Re-Use Advisory Committee Meeting
Monday November 17th, 2025**

8.) Adjourn

Joel made a motion Brett 2nd all in favor aye.

A Copy of the “Open Meetings Act” Has Been Posted at Both Exits.

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;

WHEREAS, the City of Blair recognizes that there has been a surge of vandalism incidents in our parks and public spaces;

WHEREAS, the City of Blair Technology Department has priced the cost of purchasing security cameras, as outlined in **Exhibit “A”**; and

WHEREAS, the City of Blair would not require a third-party service to use the cameras; and

WHEREAS, the City of Blair is proposing these cameras to be placed in and around Blair City Hall, Lions Park, and the Blair Police Department;

WHEREAS, the total cost for purchasing these cameras is Twenty-Four Thousand Sixty-Six Dollars (\$24,066.00);

WHEREAS, the Mayor and City Council have been presented with this Resolution which would authorize the purchase the cameras, as outlined.

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Resolution is hereby adopted and approved by the municipality and the City of Blair Staff 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 25TH DAY OF NOVEMBER 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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK

POLICE DEPARTMENT

ITEM	PRICE	QTY	TOTAL
G6 Pro 360	\$499.00	5	\$2,495.00
AI 360 Junction Box	\$49.00	5	\$245.00
Camera Arm Mount	\$49.00	5	\$245.00
Camera Back Box	\$149.00	5	\$745.00
AI Turret	\$399.00	1	\$399.00
G6 Turret	\$199.00	5	\$995.00
Pro 48 PoE	\$1,099.00	1	\$1,099.00
UniFi UPS 2U	\$279.00	2	\$558.00
Protect ViewPort	\$199.00	2	\$398.00
View Monitor	\$650.00	2	\$1,300.00
AI Key	\$800.00	1	\$800.00
U7 Pro XG	\$199.00	5	\$995.00
Install Materials	\$2,500.00	1	\$2,500.00
Shipping	\$250.00	1	\$250.00
Tarrif Surcharges	\$250.00	1	\$250.00
			\$13,274.00

LIONS PARK

ITEM	PRICE	QTY	TOTAL
Network Video Recorder Instant Kit	\$699.00	1	\$699.00
AI 360	\$399.00	2	\$798.00
G5 Turret Ultra	\$129.00	5	\$645.00
U7 Outdoor	\$199.00	2	\$398.00
Lite 8 PoE	\$109.00	3	\$327.00
UniFi UPS 2U	\$279.00	1	\$279.00
Cloud Gateway Ultra	\$129.00	1	\$129.00
Install Materials	\$750.00	1	\$750.00
Shipping	\$250.00	1	\$250.00
Tarrif Surcharges	\$250.00	1	\$250.00
			\$4,525.00

CITY HALL

ITEM	PRICE	QTY	TOTAL
G6 Pro 360	\$499.00	2	\$998.00
AI 360 Junction Box	\$49.00	2	\$98.00
Camera Arm Mount	\$49.00	2	\$98.00
G6 Turret	\$199.00	6	\$1,194.00
Pro 48 PoE	\$1,099.00	1	\$1,099.00
UniFi UPS 2U	\$279.00	2	\$558.00
Lite 8 PoE	\$109.00	3	\$327.00
G5 Turret Ultra	\$129.00	5	\$645.00
Install Materials	\$750.00	1	\$750.00
Shipping	\$250.00	1	\$250.00
Tarrif Surcharges	\$250.00	1	\$250.00
			\$6,267.00

MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 11/25/25
Re: WTP Staff Compensation Changes

The Water and Sewer Committee met recently to discuss staffing issues at the WTP. In the last few months, we have had a lot of turnover and not a lot of qualified applicants to restart from. After our discussions and meetings with WTP staff, we have proposed the following changes be implemented immediately to help entice staff to stay and grow in their positions and help attract new staff. Along with these items, we are working on a more detailed compensation comparison for the WTP, not only comparing to other communities, but to MUD in Omaha, as our plant produces far more water than any other community of our size.

Proposed to start immediately.

1. Licensing Bonus – Currently, .25 Cents per.
 - i. Water
 1. Grade 4 - Required
 2. Grade 3 – 1.00
 3. Grade 2 – 2.00
 4. Grade 1 – 3.00
 - ii. Wastewater
 1. Grade 1 – Required
 2. Grade 2 – 1.00
 3. Grade 3 – 2.00
 4. Grade 4 – 3.00
2. Successful On-boarding Bonus
 - i. \$500 after a successful 6-month probationary period
 - ii. \$500 after a successful completion of Grade 4, and one year of service.

Staff Recommendation: Approval of the proposed compensation changes.

Financial Impact: Estimated - \$1000 per new hire & \$25,000 - \$30,000 annually for licensing bonus. Wages TBD.

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council have been presented with an updated licensing bonus schedule for the Water Treatment and Wastewater Plant;

WHEREAS the licensing bonus schedule would be as follows:

- a. Water
 - i. Grade 4 - Required
 - ii. Grade 3 – 1.00
 - iii. Grade 2 – 2.00
 - iv. Grade 1 – 3.00
- b. Wastewater
 - i. Grade 1 – Required
 - ii. Grade 2 – 1.00
 - iii. Grade 3 – 2.00
 - iv. Grade 4 – 3.00

WHEREAS, the Mayor and City Council have been presented with a hiring bonus to attract new staff for the Water Treatment Plant;

WHEREAS, the hiring bonus would be One Thousand Dollars (\$1,000.00) with Five Hundred Dollars (\$500.00) paid after a six-month probationary period and Five Hundred Dollars (\$500.00) after successful completion of the Grade 4 Water License and one year of employment.

NOW, THEREFORE, BE IT RESOLVED that the new licensing bonus and hiring bonus, 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". COUNCIL MEMBERS - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND ADOPTED THIS 25th DAY OF NOVEMBER 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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair recognizes a need to complete a risk and resiliency assessment and Emergency Response Plan for the water system to meet the EPA's America's Water Infrastructure Act;

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

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

WHEREAS, the total cost to the City of Blair is a fixed fee not to exceed a maximum of Seven Thousand Nine Hundred Sixty-Five Dollars (\$7,965.00);

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

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

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE" AND COUNCIL MEMBERS - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 25th DAY OF NOVEMBER 2025.

CITY OF BLAIR, NEBRASKA

BY: _____

MELINDA 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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by Client (“Effective Date”) between City of Blair (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Blair Drinking Water Risk & Resilience Assessment and Emergency Response Plan Update (“Project”).

JEO Project Number: 252106.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$7,965.00**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Client: City of Blair, Nebraska

JEO Consulting Group, Inc.

By: _____

By: Becky Appleford

Title: _____

Title: Planning Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

Blair Public Works

JEO Consulting Group, Inc.

218 S. 16th Street

11213 Davenport Street

Blair, NE 68008

Suite 200

Omaha, NE 68154

SCOPE OF SERVICES

City of Blair

Drinking Water Risk & Resilience Assessment and ERP Update

JEO Project No. 252106.00

Project Overview

The City of Blair's Utilities Department, with assistance from JEO, completed a risk and resiliency assessment and Emergency Response Plan (ERP) for their water system to meet EPA's America's Water Infrastructure Act (AWIA) – Section 2013. This law requires public drinking water systems serving more than 3,300 people to develop or update risk and resilience assessments (RRAs) and emergency response plans (ERPs). At minimum, the RRA and ERP are to be updated and certified every five years. Blair's RRA Update certification is due by June 30, 2026, and the ERP Update certification is due six months from the date of the RRA certification but no later than December 31, 2026.

Scope of Services

JEO is proposing the following Scope of Services:

1. Task 1 Project Management

The Consultant will maintain regular communication with the Client about project progress, such as schedule, milestones, and budget. This includes:

- Project kickoff meeting
- Project status communicated by email on a monthly basis
- Invoicing and administration support

Task 1 Deliverables

- JEO to provide agenda and meeting notes for project kickoff meeting
- JEO to bill Client monthly, unless otherwise specified

Task 1 Assumptions

- The Client will review, advise, and approve project schedules
- Meetings will be held virtually

2. Task 2: Risk & Resilience Assessment Update

JEO will review and update Blair's RRA for the water system.

- Review the water system background information
- Prepare meeting materials
- Facilitate RRA meeting, which will last no longer than two hours
- Update RRA Report

Task 2 Deliverables

- Meeting materials, which may include a list of questions, worksheet, and/or PowerPoint slides
- Updated Risk and Resilience Assessment Report

Task 2 Assumptions

- Meeting may be held in person in Blair
- Up to two JEO staff will attend the meeting
- Blair Utilities will review and provide comments on the draft RRA Report
- Blair Utilities is responsible for certifying the RRA online once completed

3. Task 3: Emergency Response Plan Update

JEO will review and update Blair’s ERP for the water system.

- Prepare meeting materials
- Facilitate ERP meeting, which will last no longer than four hours
- Update ERP maps
- Update ERP Report

Task 3 Deliverables

- Meeting materials, which may include a list of questions, worksheet, and/or PowerPoint slides
- Updated Emergency Response Plan

Task 3 Assumptions

- Meeting may be held in person in Blair
- Up to two JEO staff will attend the meeting
- Blair Utilities will review and provide comments on the draft ERP Report
- Blair Utilities is responsible for certifying the ERP online once completed

Project Fee

The Consultant proposes to perform the services described for a fixed fee amount as outlined in the fee schedule below:

Project Tasks		Total Fee
1	Project Management	\$1,065.00
2	Risk and Resilience Assessment Update	\$2,275.00
3	Emergency Response Plan Update	\$4,625.00
	Total	\$7,965.00

This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees. Budget may be re-distributed among tasks, so long as the total fee amount does not change. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our Standard Hourly Rate Schedule.

JEO's Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff. If schedule delays occur beyond JEO's control, a contract amendment will be required based on the amount of project tasks outstanding after 24 months of notice to proceed.

Project Schedule

Anticipated notice to proceed: TBD

RRA Update and Certification to be completed: June 30, 2026

Anticipated completion of project activities: December 2026

Once the Consultant has received a notice to proceed on the work mentioned above, the team will work with the Client to determine a feasible and acceptable timeline of tasks.

Optional Services

If desired, a fee for these services can be negotiated. However, specific items not included in this Scope of Services are:

- Tabletop Exercise that could be performed at the end of the update process. This would allow Blair Utilities an opportunity to educate and test utility staff on needed protocols during a potential disaster or hazard event.
- Education Campaign or Community Outreach support for the citizens of Blair on the work that Blair Utilities is doing to ensure the resilience of their infrastructure.
- Wastewater System RRA & ERP: Develop a similar RRA Report and ERP that is specific to the City of Blair's Wastewater System.
 - Request scope and fee by Deputy City Administrator of Public Works. See separate scope of work document for tasks and estimated fee.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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

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

the project, the time of performance of JEO's services shall be adjusted equitably.

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify and defend JEO for any claims that may arise out of such

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

unauthorized use.

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution

costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

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JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

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

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

possible to expressing the intention of the stricken provision.

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

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 11/25/25
Re: Emergency Response Plan and Risk and Resiliency Assessment

Two items have to deal with emergency preparedness at the WTP and WWTP. NDWEE requires these documents for the WTP to be updated every 5 years. It helps identify steps the city will take in the event of an emergency, who to call, etc. The risk assessment also helps identify shortcomings at the facility that we can try to mitigate. Both of these are fairly extensive and lengthy documents that the city has worked with JEO in the past to complete. JEO has provided a scope and fee for the work that is required at the WTP, and optional at the WWTP. I strongly recommend doing the same at the WWTP as this may become required, and at the very least it helps keep us all on the same page and prepared for any issues.

Both projects have similar scopes; the WWTP is a bit more extensive, as it has never been done. Both will take a few months, involving meetings with facility staff and JEO to make sure that everything is covered.

WTP - \$7,965.00

WWTP - \$22,800.00

Recommendation: Approval of both agreements.

Fiscal Impact: As noted, out of the professional services line for both departments.

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair recognizes a need to complete a risk and resiliency assessment and Emergency Response Plan for the Wastewater Treatment Facility;

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

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

WHEREAS, the total cost to the City of Blair is a fixed fee not to exceed a maximum of Twenty- Two Thousand Eight Hundred Dollars (\$22,800.00);

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement for Risk and Resilience Assessment and Emergency Response Plan development for the Wastewater Treatment Plant by JEO Consulting Group, Inc., is hereby adopted and the Resolution is approved by the municipality and the Director of Public works is hereby authorized and directed to execute the same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE" AND COUNCIL MEMBERS - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 25th DAY OF NOVEMBER 2025.

CITY OF BLAIR, NEBRASKA

BY: _____

MELINDA 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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by Client (“Effective Date”) between City of Blair (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Blair Wastewater Treatment Facility Risk & Resilience Assessment and Emergency Response Plan (“Project”).

JEO Project Number: 252107.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$22,800.00**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Client: City of Blair, Nebraska

JEO Consulting Group, Inc.

By: _____

By: Becky Appleford

Title: _____

Title: Planning Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

Blair Public Works

JEO Consulting Group, Inc.

218 S. 16th Street

11213 Davenport Street

Blair, NE 68008

Suite 200

Omaha, NE 68154

SCOPE OF SERVICES

City of Blair

Wastewater System Risk & Resilience Assessment and Emergency Response Plan
JEO Project No. 252107.00

Project Overview

The City of Blair's Utilities Department seeks to develop a comprehensive Wastewater System Risk & Resilience Assessment (RRA) and Emergency Response Plan (ERP) consistent with the principles and guidance provided by the US Environmental Protection Agency (EPA) under the America's Water Infrastructure Act (AWIA) and related wastewater security guidance. Wastewater systems are increasingly at risk to severe weather events, cybersecurity threats, and operational disruptions. While not mandated for wastewater systems in the same way the AWIA requires for drinking water, the EPA strongly recommends RRAs and ERPs for wastewater utilities as a best practice. Completing an RRA and ERP allows Blair Utilities to proactively plan, prioritize, investments, and strengthen system reliability.

The RRA will evaluate physical, operational, cyber, and natural hazard risks to the wastewater collection and treatment system, while the ERP will provide actionable procedures to prepare for, respond to, and recover from identified threats. Furthermore, the ERP will include mitigation and resilience measures that are identified through the RRA and ERP process.

Scope of Services

JEO is proposing the following Scope of Services:

1. Task 1 Project Management

The Consultant will maintain regular communication with the Client about project progress, such as schedule, milestones, and budget. This includes:

- Project kickoff meeting
- Project status communicated by email on a monthly basis
- Invoicing and administration support

Task 1 Deliverables

- JEO to provide agenda and meeting notes for project kickoff meeting
- JEO to bill Client monthly, unless otherwise specified

Task 1 Assumptions

- The Client will review, advise, and approve project schedules
- Meeting(s) will be held virtually

2. Task 2: Risk & Resilience Assessment

JEO will prepare a Wastewater System Risk & Resilience Assessment Report.

- Review wastewater system background information (e.g., plans & specs, maps, etc.), evaluate previous assessments, and reports, where available
- Conduct a threat identification, including natural and malevolent hazards
- Prepare RRA meeting materials
- Facilitate one RRA meeting, which will last no longer than four hours
- Conduct an RRA including a likelihood and consequence analysis for identified hazards
- Draft RRA Report, incorporate comments from City, and complete quality control and review before finalizing

Task 2 Deliverables

- Meeting materials, which may include a list of questions, worksheet, and/or PowerPoint slides
- Risk and Resilience Assessment Report
 - Risk Assessment Process
 - Facility Overview
 - Risk & Resilience Assessment by Hazard
 - Next Steps – Emergency Response Plan
 - Key Appendices

Task 2 Assumptions

- The city's current hazard mitigation plan and drinking water RRA & ERP will be used as a starting point for analysis
- Available plans, documents, maps, reports, emergency procedures, and other pertinent information will be provided to JEO where available for review and incorporation into reports
- Meeting may be held in person or virtually. If held in person, Blair Utilities will identify and reserve a meeting space
- Up to two JEO staff will attend the meeting
- Blair Utilities will review and provide comments on the draft RRA Report

3. Task 3: Emergency Response Plan

JEO will develop an ERP for Blair's Wastewater System.

- Develop ERP maps with key assets mapped
- Review any current emergency procedures
- Prepare ERP meeting materials
- Facilitate one ERP meeting, which will last no longer than four hours
- Draft ERP Report, incorporate comments from City, and complete quality control and review before finalizing

Task 3 Deliverables

- Meeting materials, which may include a list of questions, worksheet, and/or PowerPoint slides
- Emergency Response Plan, which will include:
 - Water System Information & Overview
 - Roles and Responsibilities
 - Communication and Messaging
 - Emergency Response Procedures
 - Mitigation and Resilience Alternatives
 - Key Appendices

Task 3 Assumptions

- Meeting may be held in person or virtually. If held in person, Blair Utilities will identify and reserve a meeting space
- Up to two JEO staff will attend the meeting
- Blair Utilities will review and provide comments on the draft ERP Report

Project Fee

The Consultant proposes to perform the services described for a fixed fee amount as outlined in the fee schedule below:

Project Tasks		Total Fee
1	Project Management	\$2,880.00
2	Risk and Resilience Assessment Update	\$8,555.00
3	Emergency Response Plan Update	\$11,365.00
	Total	\$22,800.00

This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees. Budget may be re-distributed among tasks, so long as the total fee amount does not change. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our Standard Hourly Rate Schedule.

JEO's Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff. If schedule delays occur beyond JEO's control, a contract amendment will be required based on the amount of project tasks outstanding after 24 months of notice to proceed.

Project Schedule

Anticipated notice to proceed: TBD by Blair Utilities and in consultation with JEO
RRA Report to be completed: Within six months of notice to proceed
ERP and all project activities to be completed by: Within six months of RRA Report completion

Once the Consultant has received a notice to proceed on the work mentioned above, the team will work with the Client to determine a feasible and acceptable timeline of tasks.

Optional Services

If desired, a fee for these services can be negotiated. However, specific items not included in this Scope of Services are:

- Tabletop Exercise that could be performed at the end of the planning process. This would allow Blair Utilities an opportunity to educate and test utility staff on needed protocols during a potential disaster or hazard event.
- Education Campaign or Community Outreach support for the citizens of Blair on the work that Blair Utilities is doing to ensure the resilience of their infrastructure.

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GENERAL CONDITIONS

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

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

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

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

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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

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

the project, the time of performance of JEO's services shall be adjusted equitably.

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify and defend JEO for any claims that may arise out of such

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

unauthorized use.

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

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

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

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

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

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

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

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GENERAL CONDITIONS

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MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
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WWTP - \$22,800.00

Recommendation: Approval of both agreements.

Fiscal Impact: As noted, out of the professional services line for both departments.

MEMORANDUM

TO: Blair Mayor and City Council

From: CJ Heaton, Deputy City Administrator of Public Works

Date: 11/25/25

Re: HDR Amendment 2

Attached is an amendment with HDR for work on the Highway 75 pump station. This amendment will allow for additional design work that HDR has taken on since the project started. We have asked HDR and Automated Systems to move away from radio communications and move to an internet/fiber system for communications. This will provide a much stronger and secure connection and allow for WIFI and security cameras on site. We are also working on changing the design of the connections to the current water system, which will allow for faster installation. Lastly, there is added design work in coordinating with the property owner, as this property could see potential development in the coming months, and we want to ensure that our work will not conflict with other developments, and that our access to HWY 75 is sufficient.

Staff Recommendation: Approval of the amendment with HDR in the amount of \$8,152.00

Financial Impact: Amendment 2 - \$8,152, total agreement amount not to exceed \$151,992 for the total design package.

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS the City of Blair provides water to Residents of Blair and rural customers; and

WHEREAS HDR Engineering, Inc. is a Domestic Corporation duly registered with the State of Nebraska; and

WHEREAS the City of Blair previously approved an agreement with HDR Engineering to perform professional services for the final design of the Highway 75 Pump Station; and

WHEREAS, the City of Blair has been presented with a second amendment to the original design which would add conversion of the SCADA connections, modify the plans to reflect the use of insert-a-valves, and additional coordination and site development, which is attached and incorporated by reference as Exhibit "A"; and

WHEREAS, the additional compensation necessary would be Eight Thousand One Hundred Fifty Two Dollars (\$8,152.00) with the total cost of the project not to exceed One Hundred Fifty-One Thousand Nine Hundred Ninety-Two Dollars (\$151,992); and

WHEREAS, the terms, conditions, and additional compensation outlined in the amendment are acceptable to the City of Blair.

NOW, THEREFORE, BE IT RESOLVED that the Amended Agreement between HDR and the City of Blair, 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 25TH DAY OF NOVEMBER 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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK

MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 10/28/25
Re: Crack Sealing Hwy 75

Attached is a quote for crack sealing along two locations on Hwy. From Hollow Road to Washington Street, and from Washington Street north to the city limits. Hiring this work out will allow for faster work, and be safer than having our crews on the multiple-lane roads. Funding for this will come from the street maintenance line, with a total budget of \$450,000.

Staff Recommendation: Approval of the bid for crack sealing in the amount of \$70,143.00

Financial Impact: \$70,143.00

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair received a bid from Bargaen Incorporated for pavement crack repair and sealing attached as Exhibit "A"; and

WHEREAS, the crack repair and sealing would span from Hollow Road to Washington Street and from Washington Street to the north city limits of Blair; and

WHEREAS, the total cost for the project is Seventy Thousand One Hundred and Forty-Three Dollars (\$70,143.00);

WHEREAS, the City of Blair desires to move forward with the crack repair and sealing of Hollow Road to Washington Street and from Washington Street to the north city limits of Blair.; and

NOW, THEREFORE, BE IT RESOLVED that the City of Blair, Nebraska having been presented with the bid for crack sealing and repair is hereby adopted and approved by the municipality, and the Director of Public Works 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 COUNCIL PRESIDENT DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 28TH DAY OF OCTOBER 2025.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

BARGEN INCORPORATED

606 County Road 1
Phone (507) 427-2924
Mountain Lake, MN 56159

Sept. 22, 2025

City of Blair
Attn: Lowell Kubie
218 S. 16th Street
Blair, NE 68008

Lowell,

Thank you for the opportunity to explain the pavement maintenance services our firm offers and to provide you with a quote. I am confident that you will find the services beneficial for your roads. I would like to explain the procedures our service crew uses.

Blow and Go procedure (Re-Seal or Clean and Seal)

The existing cracks will be cleaned of debris and/or moisture using a heat lance. We will then fill the cracks with rubberized sealant, installing an overbanding safety seal.

Sealant Material

We will use the City of Blair's material for this project.

Project Price

Our price includes all labor to complete the project as explained. **The price stated is what is needed to complete the project. If there are any Permits/Fees, Bid Bonds, or Payment and/or Performance Bonds needed for this project that cost will need to be added.**

Public Notification

The Customer is responsible for notifying the public that we will be working in your area. Pavement maintenance can be extremely dusty and dirty work, and we strongly encourage the public to keep their Personal property at a strong distance away from our work zone. This will avoid any possible concerns for dust, debris or damage. A recommended distance would be 75 – 150 feet away from the work zone. Work found under or near unattended vehicles or objects will be omitted. An Insurance Certificate is available upon request.

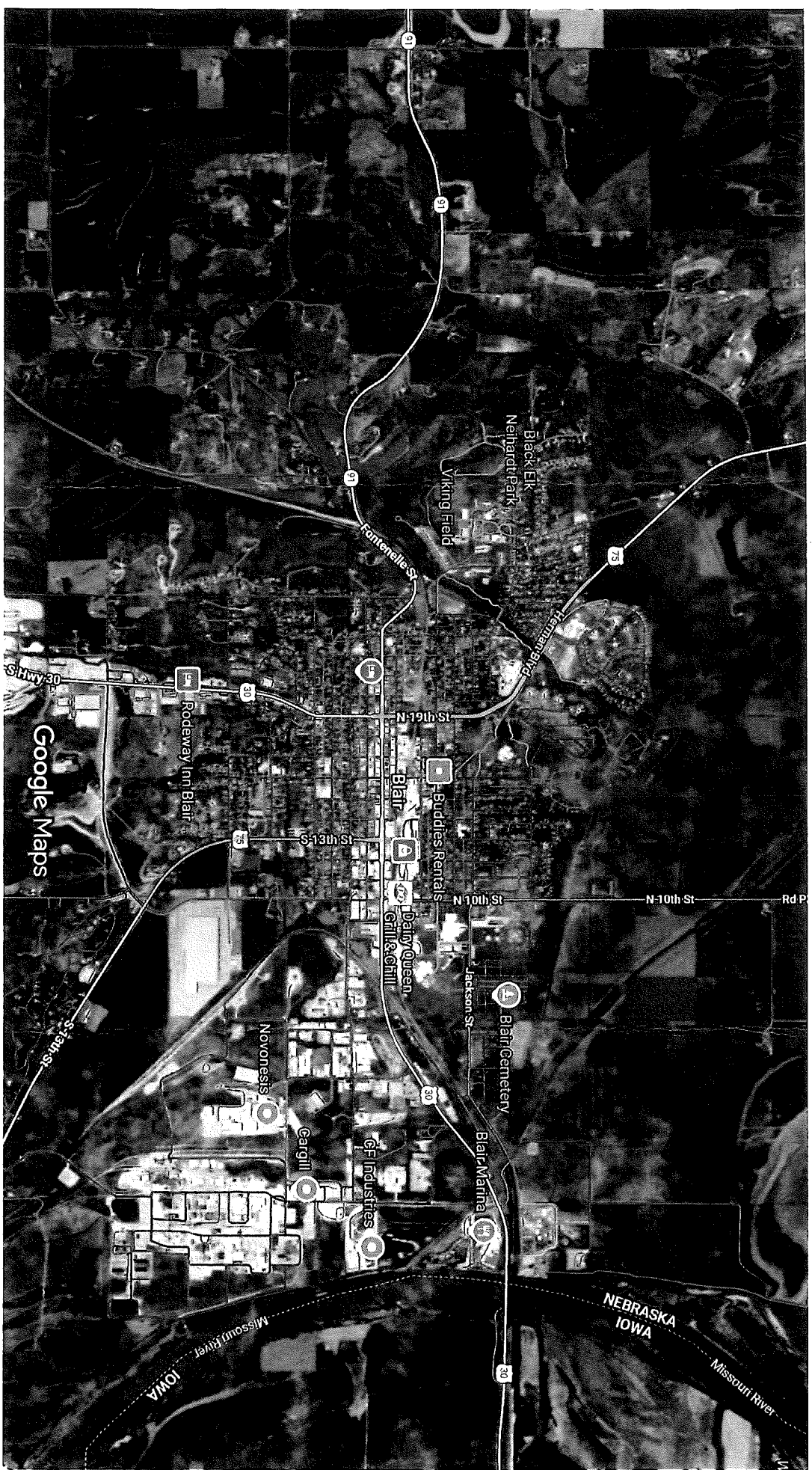
Clean and Seal Project using City of Blair's material

Option 1 – Hwy 75 (S. 13th Street) starting from S. 10th Street heading North to Hwy 30 (Washington Street), going 1.09 miles.

The price for Option 1 will be \$29,643.00 which includes Traffic Control

Google Maps

Blair, Ne



Imagery ©2025 Airbus, Landsat / Copernicus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 Google 2000 ft

Option 1 & 2 – Continue project from Taco Bell intersection Hwy 75 and Hwy 30 North, going 1.16 miles.

The price for Option 1 & 2 will be \$13,500.00 **PER DAY**

We are estimating that Option 2 will take approximately 2 – 3 days to complete, using the City's material

The total price is subject to the Option chosen to complete.

*** If the City of Blair chooses to do Mastic Gap Repairs while we are completing the Crack Repair project, the City could use our Traffic Control.*

*** See attached map*

State or Federal Wages

This quote assumes regular wage rates for our crews. However, if your project has State or Federal Funding involved with it, then our prices will need to be revisited to reflect that adjustment. Please let us know immediately if this is the case. Thank you!

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Bargaen Inc. may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Bargaen Inc. reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Bargaen Inc. when due.

This Proposal/Contract may be withdrawn by Bargaen Inc. if not accepted within 20 days, or at anytime, subject to increases related to material prices as noted above.

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of acceptance _____ PO # _____ (if applicable)

Signature _____ Signature _____

Option 1 _____

Option 1 & 2 _____

Thank you for the opportunity to provide you with information on the pavement maintenance needs in your community. I am confident that you will find the products used and the workmanship of our crew of the highest quality.

Sincerely,

Niall Anderson
BARGEN, INC.

NA/mq

A handwritten signature in black ink that reads "Niall" followed by a stylized flourish.

Project for City of Blair, NE – Clean and Seal Options

Our Mission

Bargen, Inc. is committed to excellence and, because of this, we take pride in our team of professional craftsmen. Our primary purpose is to provide knowledgeable recommendations, quality workmanship and exceptional service. Our goal is satisfied customers who have received the most value for their investment.

Website: www.bargeninc.com
Email: bargen@bargeninc.com



Midwest Coatings Company, Inc
 1425 280th Street
 Modale, IA 51556

Fax # (712) 645-2095
 Phone # (712) 645-2050
www.midwest-coatings.com

Proposal

Date:	11/6/2025
Estimate #	12110

PROPOSAL SUBMITTED TO:

PROJECT NAME & LOCATION:

City of Blair 218 S 16th Street Blair, NE 68008					
LINE	DESCRIPTION	QTY	U/M	Unit Price	TOTAL
	Hwy 75 North - N 19th Street (Washington Street to N 25th Ave)	1	LS	75,500.00	75,500.00
	Hwy 75 South - S13th Street (Washington Street to Blair South Bypass)	1	LS	67,500.00	67,500.00
	* City to supply left over sealant Approx 12000 lb *				
	* Remainder of Material to be supplied by Midwest Coating *				
	* Work to be completed in 2025 weather permitting *				
Total					\$143,000.00

Proposal prepared by Tracy Thompson:

Signature: _____

Please don't hesitate to contact Tracy Thompson (402) 510-5281 with any question regarding this proposal.

Thank you for your consideration!

To accept this proposal, please sign and return.

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____ Date: _____

PARKING LOTS

AIRPORTS

ROADS

RESOLUTION NO. 2025

COUNCILMEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council may by Resolution from time to time as necessary set and establish fees for various applications, permits and licenses; and,

WHEREAS, it is necessary to increase various fees to cover applications, permits, licenses and administrations costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, the following fees are hereby set and established and shall be appended to the Municipal Code.

BE IT FURTHER RESOLVED the fees as specified and set forth herein shall become effective upon the adoption and publication of this resolution as provided by law.

COUNCILMEMBER - MOVED THAT THE RESOLUTION BY ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCILMEMBER -. UPON ROLL CALL, COUNCILMEMBER - VOTING "AYE" AND COUNCILMEMBER - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND ADOPTED THIS 28TH DAY OF OCTOBER 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 duly passed and adopted at a regular meeting of the Mayor and City Council of said City held on the 28th day of October 2025.

BRENDA WHEELER, CITY CLERK

**APPENDIX - PERMIT, LICENSE AND APPLICATION FEES
AS SET BY MAYOR AND CITY COUNCIL
Application Permit and License Fees – Effective 01/01/2026**

Dog and Cat License (includes State Fee of \$1.25)	\$18.00
Spayed female dog/cat or neutered male dog/cat (includes State Fee of \$1.25)	\$13.00
Tag replacement	\$ 5.00
Dog Impoundment (only if shelter is city-operated)	\$15.00
Cat Impoundment (only if shelter is city-operated)	\$ 8.00
Dog Boarding Fee (only if shelter is city-operated)	\$ 8.00
Cat Boarding Fee (only if shelter is city-operated)	\$ 6.00
Dog Adoption (only if shelter is city-operated)	\$20.00
Cat Adoption (only if shelter is city-operated)	\$10.00
Drop Off Fee (only if shelter is city-operated)	\$20.00
Pawnbrokers, Junk & Secondhand Dealers - Annual	\$75.00
Hawkers, Peddlers or sellers of goods (30 days)	\$30.00
(1 year)	\$200.00
Billiard Hall or Pool Hall: First (1st) table per year	\$25.00
Each additional table five (\$5.00) dollars per year	
Pinball Machines, Electronic Games and Other Coin or	
	\$25.00
Token Amusement Games – Per year, per machine	
Solid Waste Transporter License (Annual)	\$300.00
UTV LICENSE FEE (ANNUAL LICENSING FEE)	\$50.00
Firework Vendor Permit (Annual)	\$5,000.00
Liquor License: Class C	\$600.00
(Annual) Class C Non-profit	\$300.00
Class C School Tax	\$300.00
Class A	\$200.00
Class A School Tax	\$100.00
Class D	\$400.00
Class D School Tax	\$200.00
Class I	\$500.00
Class I School Tax	\$250.00
Tobacco License (Annual)	\$15.00

Park Shelter Rental Fees:

Depot Deposit – All Rentals **\$50.00**
(Cash/check only, returned unless forfeited)

Personal Use (Non-Commercial)

Shelter Reservation **\$50.00**

Depot Reservation

7:00 a.m. until 2:30 p.m. **\$75.00**

4:00 p.m. until 11:00 p.m. **\$75.00**

All day **\$100.00**

Non-Profit, Public or Community Organization Use

Shelter Reservation **\$25.00**

Depot Reservation

7:00 a.m. until 2:30 p.m. **\$50.00**

4:00 p.m. until 11:00 p.m. **\$50.00**

All day **\$75.00**

Commercial Use (for profit)

Must provide certificate of insurance showing liability insurance and workers comp in amounts of not less than \$1,000,000 and naming the City of Blair as additional insured.

Shelter Reservation **\$75.00**

Depot Reservation

7:00 a.m. until 2:30 p.m. **\$100.00**

4:00 p.m. until 11:00 p.m. **\$100.00**

All day **\$150.00**

Lions Park – Park Area Reservation **\$125.00**

(only in conjunction with shelter or Depot rental)

Amphitheatre Rental Fees:

All Amphitheatre rentals must provide certificate of insurance that aligns with the requirements for liability insurance outlined in the Blair Amphitheatre Rental Agreement.

Key Deposit – All Rentals **\$50.00**
(Cash/check only, returned unless forfeited)

Non-Profit/Blair Based Dance or Music Group

7:00 a.m. until 2:30 p.m. **\$150.00**

4:00 p.m. until 11:00 p.m. **\$150.00**

All day **\$300.00**

For profit/Non-Blair Based Dance and Music Groups

7:00 a.m. until 2:30 p.m.	\$250.00
4:00 p.m. until 11:00 p.m.	\$250.00
All day	\$500.00

Pickleball Courts 3 & 4 Rental Fees:

Non-Profit, Public or Community Organization Use Reservation

7:00 a.m. until 12:00 p.m.	\$75.00
12:00 p.m. until Thirty Minutes after Sunset	\$75.00
All day	\$150.00

Commercial Use (for profit)

7:00 a.m. until 12:00 p.m.	\$150.00
12:00 p.m. until Thirty Minutes after Sunset	\$150.00
All day	\$300.00

Hardy RV Park (campground rentals)

Camper Pads with electricity	\$25.00 per night
Tent Camping areas	\$15.00 per night

Library Rental Fees:

Personal Social Events¹ or Non-Profit Groups²

1) Birthday party, shower, etc. 2) Provide 501(c)(3) or Sec. State proof

	Blair Library Card Holder	Non-Library Card Holder	Cleaning Deposit (Refundable)
Large Meeting Space*	\$50.00	\$100.00	\$25.00
Small Conference Room (12 Person Capacity)	\$25.00	\$50.00	\$25.00

For-profit Groups or Businesses

	Blair Library Card Holder	Non-Library Card Holder	Cleaning Deposit (Refundable)
Large Meeting Space*	\$100.00	\$150.00	\$25.00
Small Conference Room (12 Person Capacity)	\$50.00	\$75.00	\$25.00

**This room can be split into two separate rooms. A split room is available for rent and is half the cost of the full fee. Renters requesting the room be split understand that another rental could occur at the same time as their event if they choose not to rent the entire space.*

Cemetery Fees:

Grave Openings

Adult	\$550.00
Infant	\$350.00
Cremation (one urn)	\$300.00
Cremation (one urn with vault)	\$350.00

There shall be an additional charge of \$250.00 for interments on Saturday mornings. There shall be an additional charge of \$350.00 for interments on Saturday afternoon, or recognized City holidays. There shall be a late service fee of \$125.00 per hour for any service scheduled after 4 pm. All disinterments and re-interments in same grave shall be charged for one (1) opening and any additional time or equipment used in the removal of said disinterment in accordance with City rental fees and expenses. Any disinterment and re-interment, in another grave, shall be charged for two (2) openings plus any additional fees if applicable.

Grave Space Purchases

40- & 45-Inch Spaces Adult/Infant/Cremation	\$550.00
Baby Section (30inches x 60inches)	
Infant (under 2)	\$300.00
Cremation (Any)	\$300.00
Recording Fee for Deed	\$10.00

License Fee - General Contractor	\$70.00
<i>(Certificate of Insurance with minimum limits of 1,000,000 Aggregate/ \$300,000 Each Occurrence)</i>	

Permit Issuance Fee (All Permits)	\$30.00
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Building Permit Deposit Fee

Residential additions/remodels/accessory buildings valued under \$10,000	\$200.00
Commercial, new homes and residential additions/remodels/accessory buildings valued \$10,000 or greater	\$500.00
Misc. permits	\$50.00

Building Permit Fees (PERMIT ISSUANCE FEE will be added)

The Permit Fees for the following building permit types are determined using the following formulas and charts:

RESIDENTIAL – NEW CONSTRUCTION:

Permit fee is:

Finished sq/ft area (not including finished basement area) X **\$102** plus
Finished basement sq/ft area X **\$62** plus
Unfinished basement sq/ft area X **\$32** plus
Garage sq/ft area X **\$30**
Multiplied by 0.006

RESIDENTIAL – ADDITIONS / REMODELS and COMMERCIAL – NEW CONSTRUCTION / ADDITIONS / REMODELS:

Business/Industrial/Educational/Assembly/Factory/Storage/Utility

**Porches with roofs/screened patios are considered additions*

Construction valuation computation: Sq/ft area X \$70

Except for the following:

Accessory Buildings & Interior Remodeling Projects sq/ft area X **\$48**

Pole barns with no hard surface floor sq/ft area X **\$30**

Sign Erecting/Awnings and Decks/Handicap Ramps sq/ft area X **\$30** (Minimum \$2000)

Construction valuation isPermit fee is:

\$0	TO	\$50	.....	\$0		
\$51	TO	\$500	.....	\$35		
\$501	TO	\$2,000	.....	\$35	+	\$5 per additional \$100
\$2,001	TO	\$25,000	.....	\$80	+	\$15 per additional \$1,000
\$25,001	TO	\$50,000	.....	\$380	+	\$12 per additional \$1,000
\$50,001	TO	\$100,000	.....	\$630	+	\$10 per additional \$1,000
\$100,001	TO	\$500,000	.....	\$980	+	\$7 per additional \$1,000
\$500,001	TO	\$1,000,000	.....	\$2,980	+	\$6 per additional \$1,000
\$1,000,001		AND OVER	.....	\$4,980	+	\$5 per additional \$1,000

Misc. Permit Fees (INCLUDES PERMIT ISSUANCE FEE) \$75.00

- Egress Window
- Fences
- Gazebos
- Patios / Driveways / Sidewalks *(new or replacement)*
- Roofing/Siding/Soffits and/or Eave Repair/Gutters
- Swimming Pools with Fence
- Window/Door Replacement *(size change only)*
- Miscellaneous Building Permits *(items not covered by one of the above)*

Plan Review Fees:

<u>Residential Reviews – Permit fee up to \$600.00</u>	<u>\$25.00</u>
<u>Residential Reviews – Permit fee \$600.01 to \$2,500.00</u>	<u>\$50.00</u>
<u>Residential Reviews – Permit fee over \$2,500.00</u>	<u>\$100.00</u>
<u>Commercial Reviews 25% of permit fee (minimum \$100.00, not to exceed 100% of permit fee)</u>	
<u>Commercial Deferred Submittals</u>	<u>\$100.00 per deferred submittal</u>

Stormwater Management Plan Review / Silt Fence Fees (Comm./Ind. and New Residential):

<u>Disturbing less than 1 acre</u>	<u>Residential \$50.00; Comm./Ind. \$100.00</u>
<u>Disturbing 1 – 10 acres</u>	<u>\$500.00</u>
<u>Disturbing 10.01 or more acres</u>	<u>\$1,000.00</u>

Utility Excavation and Curb Cutting* \$85.00

**Bond Checks are required on Utility Excavation and Curb Grinding Permits-See Permit Application*

PERMIT RENEWAL FEE:

This fee is based on the amount of the original permit valuation and is charged when work is not completed within two years and the permit expires. Renewals will only be allowed with the stipulation that all exterior site work and outside finish work are completed and interior life-safety issues have been properly addressed. Permit renewals are for one (1) year, with a maximum of two (2) renewals for a maximum permit span of four (4) years.

Original permit valuation up to \$50,000	\$200.00
Original permit valuation of \$50,000 – \$100,000	\$300.00
Original permit valuation of \$100,000 – \$500,000	\$400.00
Original permit valuation of \$500,000 or more	\$500.00

After Hour Fees

\$100.00/hour

Inspections that require the inspector to remain on the job site past 4:30 p.m. for an extended period due to contractor failure or for Saturday inspections.

Reinspection Fee

\$60.00

Fee for each inspection or re-inspection when such portion of the work for which inspection was requested is not complete or when corrections have not been made, and fee shall apply for additional inspections required by failure to call.

Work Without a Permit:

Double the Permit Fee

One written warning per general contractor or homeowner will be issued at no cost. Following the written warning, whenever any work for which a permit is required is started without first obtaining a permit, a fine equal to the actual cost of the permit shall be issued. (Examples: \$50 permit fee gets a \$50 fine, \$1,200 permit fee gets a \$1,200 fine)

SUBCONTRACTOR PERMIT FEES are based upon actual items that require an inspection or review. When applicable, all items of the same sub-permit type (mechanical, plumbing or electrical) should be combined on a single permit with one (1) permit issuance fee. (Example: A 20-unit apartment complex should be charged one (1) permit issuance fee and 20 sets of specific items on the mechanical, plumbing and/or electrical permits.)

PLUMBING PERMIT FEES

License Fee: Master Plumber (plus \$5000 bond)	\$70.00
Journeyman Plumber (No Bond Required)	\$35.00
Water Service Line Installer (plus \$5000 bond)	\$70.00
Drain Layer (plus \$5000 bond)	\$70.00

Permit Issuance Fee **\$30.00**

Plumbing:

Modular Home	\$60.00
Kitchen (Per Unit).....	\$22.00
Bath – Single Stall (Per Unit)	\$22.00
Bath – Multi-Stall (Per Unit)	\$35.00

Rough-In Bath (<i>Per Unit</i>)	\$18.00
Slop Sink/Laundry Tray/Drain (<i>Per Unit</i>)	\$16.00
Additional Sinks (<i>Per Unit</i>)	\$16.00
Outside Water Faucet (<i>Per Unit</i>)	\$16.00
Water Heater (New and Replacement) (<i>Per Unit</i>)	\$20.00
Backflow/Grease Trap (<i>Per Unit</i>)	\$25.00
<u>Backflow/Grease Trap Annual Inspection (<i>Per Unit</i>)</u>	<u>\$35.00</u>
Drinking Fountain (<i>Per Unit</i>).....	\$16.00
Water Service (<i>Per Connection</i>)	\$25.00
Sewer (<i>Per Connection</i>)	\$25.00
Groundwork	\$25.00
Septic Tank & Laterals.....	\$25.00
Lawn Sprinkler System (<i>Per backflow preventer</i>)	\$20.00
Sprinkler System (<i>Commercial</i>).....	\$40.00
Gas/Water Piping System (<i>Commercial</i>).....	\$60.00
Water Tap:	
3/4"	\$165.00
1"	\$220.00
1 1/2"	\$275.00
2"	\$330.00
Anything larger requires approval from our Director of Public Works	

MECHANICAL PERMIT FEES

License Fee: Master Heater (<i>plus \$5,000 bond</i>)	\$70.00
Journeyman Heater (<i>No Bond Required</i>)	\$35.00
Gas Line Installer (<i>plus \$5,000 bond</i>)	\$35.00
Permit Issuance Fee	\$30.00
Heating Permit Fees	
Modular Home	\$60.00
Furnace/Heat Pump/Air Conditioner (<i>Per Unit</i>)	
Up to and including 100,000 BTU / 3 Ton.....	\$25.00
Over 100,000 BTU / 3 Ton.....	\$35.00
Refrigeration Units/Coolers/Lines/Compressor (Commercial – New or Replacement)	\$25.00
Appliance Vents/Fans	\$20.00
Duct System	\$25.00
Gas/Air Outlets (<i>Per Outlet</i>)	
First 5.....	\$16.00
Additional.....	\$2.00
Radiant Heat Systems/Gas/Water Piping Systems	\$60.00
Boiler (BTUs)	
Up to 100,000.....	\$25.00
100,000 – 500,000.....	\$40.00
500,000 – 1,000,000.....	\$50.00
1,000,000 – 1,750,000.....	\$70.00
Over 1,750,000.....	\$110.00

New Commercial / Industrial Inspection Fee (by valuation):

Up to \$10,000.....	\$25.00
\$10,001 – \$20,000.....	\$100.00
Over \$20,000.....	\$200.00 + \$100.00 per \$10,000

ELECTRICAL PERMIT FEES

License Fee: Electrician (<i>plus \$5,000 bond</i>)	\$70.00
Journeyman Electrician (<i>No Bond Required</i>)	\$35.00
Fire/Security System Installer (<i>No Bond Required</i>)	\$35.00
<i>*Copy of current state electrical card required for all of the above</i>	

Permit Issuance Fee **\$30.00**

Electrical Permit Fees

Existing Service (<i>Upgrade</i>).....	\$35.00
Temporary Service	\$25.00
Fire Alarm System	\$25.00
Modular Home	\$60.00
Sign.....	\$35.00
Smoke Detectors	\$13.00
Miscellaneous Apparatus, Conduits and Conductors	\$25.00
<i>(Misc. items for which a permit is required but for which no fee is herein set forth.)</i>	

COMMERCIAL/MULTI-FAMILY AND ALL UPGRADES:

New Service Fee = (Amp Fee + \$5.00 per branch circuit)

1-100 Amp Fee.....	\$35.00
101-200 Amp Fee	\$45.00
201-300 Amp Fee	\$65.00
301-400 Amp Fee	\$85.00
401-500 Amp Fee	\$105.00
501-600 Amp Fee	\$125.00
601-700 Amp Fee	\$145.00
701-800 Amp Fee	\$165.00
801-900 Amp Fee	\$185.00
901-1000 Amp Fee	\$205.00
OVER 1000 Amp	
1st 1000 Amps	\$205.00
Each additional 100 Amps.....	\$30.00

(Example: 200 ampere service with 40 branch circuits = \$35.00 + (40 X 5.00) = \$235.00 permit fee)

NEW RESIDENTIAL:

New Single Family/Two Family Dwelling Fee = **Finished sq/ft area X .07**

OTHER TYPES of residential occupancies and alterations, additions and modifications to existing residential and commercial buildings:

Receptacle, Switch and Lighting Outlets (<i>Per Unit - 110 volts only</i>)	\$2.00
Power Apparatus (<i>Per Unit – 220 volts</i>).....	\$18.00

TREE TRIMMERS

License Fee: Tree Trimmer (<i>plus \$5,000 bond</i>)	\$ 70.00
<i>* No permit fee is required</i>	

MISCELLANEOUS FEES & ZONING PERMIT FEES

Demolish/Move Building.....	\$60.00	<u>\$75.00</u>
Tree Planting (<i>in the city right of way</i>).....		\$25.00
<u>Floodplain Permit / Elevation Certificate Review</u>		<u>\$75.00</u>
<u>Easement or Lease of City Right of Way.....</u>		<u>\$400.00</u>
Conditional Use Permit (new and renewal)	\$330.00	<u>\$350.00</u>
Variance Application.....	\$330.00	<u>\$500.00</u>
Nonconforming Use Limited Extension	\$330.00	<u>\$350.00</u>
Rezoning		\$400.00
<u>Planned Unit Developments:</u>		
<u>PUD-1 and Stand-Alone PUD-2.....</u>		<u>\$600.00</u>
<u>PUD-2 within an existing PUD-1 District</u>		<u>\$400.00</u>
Zoning Ordinance Amendments (<i>change to text</i>).....		\$650.00
<u>Zoning Verification Letter.....</u>		<u>\$75.00</u>
Lot Split Application or Administrative Tax Lot Line Adjustment	\$330.00	<u>\$400.00</u>
<u>Developer or Development Agreement (whether primary drafter or not).....</u>		<u>\$600.00</u>
<u>Plat Vacation.....</u>		<u>\$400.00</u>
<u>Right of Way Vacation.....</u>		<u>\$400.00</u>

Preliminary Plat

1 to 10 Lots (Plus \$20.00 per lot)	\$400.00	\$500.00
11 to 50 Lots (Plus \$20.00 per lot)	\$700.00	\$800.00
51 + Lots (Plus \$20.00 per lot)	\$1000.00	\$1,100.00

Final Plat

1 to 10 Lots (Plus \$20.00 per lot)	\$350.00	\$400.00
11 to 50 Lots (Plus \$20.00 per lot)	\$500.00	\$600.00
51 + Lots (Plus \$20.00 per lot)	\$700.00	\$800.00

Replat

1 to 10 Lots (Plus \$20.00 per lot)	\$350.00	\$400.00
11 to 50 Lots (Plus \$20.00 per lot)	\$500.00	\$600.00
51 + Lots (Plus \$20.00 per lot)	\$700.00	\$800.00

City of Blair Rural Water Customer Connect Fees

All fees must be paid prior to tapping.

1. Rural customers that directly connect to water mains constructed by the City of Blair at city expense shall pay a connect fee of \$3,000.00.
2. Rural customers that connect to a water main that is constructed and paid for by a district or developer pays for the water main construction shall pay a connect fee of \$750.00.
3. Rural customers that connect onto a water main that is owned and maintained by the developer on Highway 75 South (former OPPD Water Main) shall pay a connect fee of \$1,200.00.

The City of Blair will only be responsible for the city water mains and not for any water mains within the development or feed the development. Oak Park I, II, IV the City of Blair will continue to read individual meters and bill the rural customers directly and bill the developer for any water loss within the development recorded by the master meter.

Homeowner: Responsible for all materials and labor to construct line. (Corporation stop, curb stop, meter pit, line material, backflow preventer, etc.). Meter furnished by the City of Blair and installed at homeowners' expense. Service line from main to curb stop to be solid copper or copper with flared couplings.

Curb stop: On rural systems which serve multiple housing units, an individual curb stop must be installed on the service line to each residence at the time of connection. On existing rural systems, an individual curb stop must be installed in the existing service line to each residence prior to the activation of the system. Curb stops must be installed on public right-of-way prior to homeowners' property line.

Most Recent Amendments:

- *Amended by Resolution No. 2010-51 – November 23, 2010
- *Amended by Resolution No. 2013-46 – December 10, 2013
- *Amended by Resolution No. 2024-89 – October 22, 2024
- *Amended by Ordinance 2567 – March 11, 2025
- *Amended by Ordinance 2575 – April 22, 2025
- *Amended by Resolution No. 2025-67 – July 8, 2025

RESOLUTION NO. 2025

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Blair Airport Authority is a public body corporate and politic organized under the existing laws of the state of Nebraska; and

WHEREAS, the City of Blair is a municipal corporation organized and existing under the laws of the State of Nebraska; and

WHEREAS, attached hereto as **Exhibit "A"** is a Line of Credit Agreement between the City of Blair and the Blair Airport Authority; and

WHEREAS, this Agreement would allow the Airport Authority to request up to One Million Dollars (\$1,000,000) to pay for capital improvement projects with the understanding that all funds and interest must be repaid; and

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

The Line of Credit Agreement between the City of Blair and the Blair Airport Authority is hereby approved for a line of credit up to One Million Dollars for the purpose paying for capital improvement projects.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute a line of credit agreement on behalf of the Municipality containing the above provisions.

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 25th DAY OF NOVEMBER 2025.

CITY OF BLAIR, NEBRASKA

BY _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

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 25th day of November 2025.

BRENDA WHEELER, CITY CLERK

LINE OF CREDIT AGREEMENT

BETWEEN

CITY OF BLAIR
("Lender")

AND

BLAIR AIRPORT AUTHORITY
("Borrower")

DATED AS OF: [DATE]

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this Line of Credit Agreement, as it may be amended, modified, or supplemented from time to time.

"Availability Period" means the period from the Effective Date through September 29, 2026.

"Borrower" means the Blair Airport Authority, a public body corporate and politic organized and existing under the laws of the State of Nebraska.

"Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Nebraska are authorized or required to close.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"Default Rate" means the Interest Rate plus 2.00% per annum.

"Effective Date" means the date of this Agreement.

"Event of Default" has the meaning set forth in Section 7 of this Agreement.

"Interest Rate" means 3.5% per annum.

"Lender" means the City of Blair, a municipal corporation organized and existing under the laws of the State of Nebraska.

"Line of Credit" means the revolving line of credit established by the Lender in favor of the Borrower pursuant to this Agreement in the maximum principal amount of \$1,000,000.00.

"Loan" means each advance of principal made by the Lender to the Borrower pursuant to this Agreement.

"Loan Documents" means this Agreement, the Note, and any other documents executed in connection with the Line of Credit.

"Maturity Date" means September 30, 2026.

"Note" means the promissory note executed by the Borrower in favor of the Lender evidencing the Borrower's obligation to repay the Loans, as it may be amended, modified, or supplemented from time to time.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

2. THE LINE OF CREDIT

2.1 Establishment of Line of Credit

Subject to the terms and conditions of this Agreement, the Lender hereby establishes in favor of the Borrower a revolving line of credit in the maximum principal amount of One Million Dollars (\$1,000,000.00). The Borrower may request Loans under the Line of Credit during the Availability Period, provided that the aggregate principal amount of all Loans outstanding at any time shall not exceed \$1,000,000.00.

2.2 Purpose

The proceeds of the Loans shall be used by the Borrower solely for the Borrower's general corporate purposes, including but not limited to capital improvements, equipment purchases, and operational expenses related to the Blair Airport Authority's facilities and operations.

2.3 Loan Requests

To request a Loan, the Borrower shall deliver to the Lender a written notice (a "Loan Request") not later than twenty-four hours (24 hrs.) in advance of needing funds. Each Loan Request shall specify:

1. The requested date of the Loan, which shall be a Business Day;
2. The requested amount of the Loan; and
3. The purpose for which the proceeds of the Loan will be used.

2.4 Making of Loans

Subject to the terms and conditions of this Agreement, the Lender shall make each requested Loan available to the Borrower as soon as possible by check or ACH transfer.

2.5 Repayment

The Borrower shall repay to the Lender the aggregate outstanding principal amount of all Loans, together with all accrued and unpaid interest thereon, on or before the Maturity Date. The Borrower may prepay any Loan, in whole or in part, at any time without premium or penalty.

3. INTEREST

3.1 Interest Rate

Each Loan shall bear interest on the outstanding principal amount thereof from the date such Loan is made until it is paid in full, at a rate per annum equal to the Interest Rate.

3.2 Computation of Interest

Interest on the Loans shall be computed on the basis of a year of 360 days and the actual number of days elapsed. Interest shall be payable monthly in arrears on the last Business Day of each month, commencing on the first such date to occur after the date of this Agreement, and on the Maturity Date.

3.3 Default Interest

Upon the occurrence and during the continuance of an Event of Default, the Borrower shall pay interest on the outstanding principal amount of all Loans, and on any other amount payable by the Borrower hereunder that is not paid when due, at the Default Rate.

4. CONDITIONS PRECEDENT

4.1 Conditions to Effectiveness

The effectiveness of this Agreement is subject to the satisfaction of the following conditions precedent:

1. The Lender shall have received this Agreement and the Note, each duly executed and delivered by the Borrower;
2. The Lender shall have received a certified copy of the resolution of the Lender's governing body authorizing the execution, delivery, and performance of the Loan Documents;
3. The Lender shall have received such other documents, certificates, and instruments as the Lender may reasonably request.

4.2 Conditions to Each Loan

The obligation of the Lender to make each Loan is subject to the satisfaction of the following conditions precedent:

1. The representations and warranties of the Borrower set forth in this Agreement shall be true and correct on and as of the date of such Loan;
2. No Default or Event of Default shall have occurred and be continuing on the date of such Loan or would result from the making of such Loan;
3. The Lender shall have received a Loan Request in accordance with Section 2.3 of this Agreement;
4. The making of such Loan shall not violate any law, rule, or regulation applicable to the Lender.

5. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows:

5.1 Organization and Authority

The Borrower (a) is a public body corporate and politic duly organized, validly existing, and in good standing under the laws of the State of Nebraska; (b) has all requisite power and authority to own its properties and assets and to carry on its business as now conducted; and (c) has all requisite power and authority to execute, deliver, and perform its obligations under the Loan Documents.

5.2 Authorization; No Conflict

The execution, delivery, and performance by the Borrower of the Loan Documents (a) have been duly authorized by all necessary action on the part of the Borrower; (b) do not and will not violate the Borrower's organizational documents or any law, rule, or regulation applicable to the Borrower; (c) do not and will not violate or result in a default under any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties are bound; and (d) do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any property or assets of the Borrower.

5.3 Binding Obligation

Each Loan Document has been duly executed and delivered by the Borrower and constitutes the legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

5.4 No Litigation

There is no action, suit, proceeding, or investigation pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that (a) questions the validity or enforceability of any Loan Document or any action taken or to be taken pursuant to any Loan Document, or (b) could reasonably be expected to result in a material adverse effect on the business, assets, operations, or financial condition of the Borrower.

5.5 No Default

No Default or Event of Default has occurred and is continuing.

5.6 Compliance with Laws

The Borrower is in compliance with all laws, rules, and regulations applicable to it, except where the failure to comply could not reasonably be expected to result in a material adverse effect on the business, assets, operations, or financial condition of the Borrower.

5.7 Taxes

The Borrower has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established.

5.8 Use of Proceeds

The proceeds of the Loans will be used solely for the purposes specified in Section 2.2 of this Agreement. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

6. COVENANTS

The Borrower covenants and agrees that, until the Maturity Date and until all obligations of the Borrower under the Loan Documents are paid in full, the Borrower will:

6.1 Notices

Promptly notify the Lender of:

1. The occurrence of any Default or Event of Default;
2. Any matter that has resulted or could reasonably be expected to result in a material adverse effect on the business, assets, operations, or financial condition of the Borrower;
3. Any material change in accounting policies or financial reporting practices by the Borrower; and
4. Any litigation, investigation, or proceeding affecting the Borrower in which the amount involved exceeds \$100,000 or in which injunctive relief or similar relief is sought.

6.2 Compliance with Laws

Comply with all laws, rules, and regulations applicable to it and its properties, except where the failure to comply could not reasonably be expected to result in a material adverse effect on the business, assets, operations, or financial condition of the Borrower.

6.3 Books and Records

Maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles are made of all financial transactions and matters involving the assets and business of the Borrower.

6.4 Inspection Rights

Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial, and operating records, and to discuss its affairs, finances, and accounts with its directors, officers, and independent public accountants, all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower.

6.5 Use of Proceeds

Use the proceeds of the Loans solely for the purposes specified in Section 2.2 of this Agreement.

6.6 Further Assurances

Promptly upon request by the Lender, execute and deliver such additional documents and take such additional actions as the Lender may reasonably request to carry out the purposes of this Agreement and the other Loan Documents.

7. EVENTS OF DEFAULT

7.1 Events of Default

Each of the following shall constitute an "Event of Default":

1. The Borrower fails to pay when due any amount of principal of any Loan, or any interest on any Loan, or any fee or other amount payable under any Loan Document;
2. Any representation or warranty made by the Borrower in any Loan Document, or in any certificate, financial statement, or other document delivered in connection with any Loan Document, proves to have been incorrect in any material respect when made or deemed made;
3. The Borrower fails to perform or observe any term, covenant, or agreement contained in any Loan Document, and such failure continues for 30 days after the earlier of (i) the date on which the Borrower becomes aware of such failure, or (ii) the date on which the Lender notifies the Borrower of such failure;
4. The Borrower (i) fails to pay any indebtedness (other than indebtedness under the Loan Documents) in an aggregate principal amount exceeding \$100,000 when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness; or (ii) fails to observe or perform any other agreement or condition relating to any such indebtedness, and such failure results in the acceleration of such indebtedness;
5. The Borrower (i) commences any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; (ii) commences any case, proceeding, or other action seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets; (iii) makes a general assignment for the benefit of its creditors; or (iv) takes any action to authorize any of the foregoing;
6. Any case, proceeding, or other action is commenced against the Borrower (i) seeking to have an order for relief entered against it in an involuntary case under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors; (ii) seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; or (iii) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, and such case, proceeding, or other action (A) results in the entry of an order for relief or any such adjudication or appointment, or (B) remains undismissed, undischarged, or unbonded for a period of 60 days;
7. There is entered against the Borrower a final judgment or order for the payment of money in an aggregate amount exceeding \$100,000, and such judgment or order remains unsatisfied for a period of 30 days during which execution is not effectively stayed;

8. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted thereunder or satisfaction in full of all obligations of the Borrower under the Loan Documents, ceases to be in full force and effect; or the Borrower contests in any manner the validity or enforceability of any Loan Document; or the Borrower denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate, or rescind any Loan Document; or
9. Any event occurs which the Lender determines in good faith has or is reasonably likely to have a material adverse effect on the business, assets, operations, or financial condition of the Borrower or on the ability of the Borrower to perform its obligations under the Loan Documents.

7.2 Remedies Upon Event of Default

If any Event of Default occurs and is continuing, the Lender may take any or all of the following actions:

1. Declare the commitment of the Lender to make Loans to be terminated, whereupon such commitment shall be terminated;
2. Declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable under any Loan Document to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived by the Borrower;
3. Exercise all rights and remedies available to it under the Loan Documents or applicable law; and
4. Set off any amounts held by the Lender to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmatured.

8. MISCELLANEOUS

8.1 Amendments

No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower therefrom, shall be effective unless approved by resolution by the borrower and lender and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8.2 Notices

All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by facsimile or electronic mail, as follows:

1. If to the Borrower:

Blair Airport Authority
218 South 16th Street
Blair, NE 68008

Attention: Phil Green
Telephone: 402-426-6693
Email: pcgreen@blairne.gov

2. If to the Lender:

City of Blair
218 South 16th Street
Blair, NE 68008

Attention: Sara Bach
Telephone: 402-426-6692
Email: sbach@blairne.gov

Any party hereto may change its address or electronic mail address for notices and other communications hereunder by notice to the other party hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

8.3 No Waiver; Cumulative Remedies

No failure by the Lender to exercise, and no delay by the Lender in exercising, any right, remedy, power, or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

8.4 Expenses; Indemnity

1. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Lender and (ii) all out-of-pocket expenses incurred by the Lender in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring, or negotiations in respect of such Loans.
2. The Borrower shall indemnify the Lender and its officers, directors, employees, agents, and advisors (each, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, and related expenses (including the fees,

charges, and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower) arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation, or proceeding relating to any of the foregoing, whether based on contract, tort, or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, or (y) result from a claim brought by the Borrower against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

8.5 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender, and the Lender may not assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of this Section, (ii) by way of participation in accordance with the provisions of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void).

8.6 Governing Law; Jurisdiction; Etc.

1. This Agreement and the other Loan Documents and any claims, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement or any other Loan Document and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Nebraska.
2. The Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Lender or any of its officers, directors, employees, agents, and advisors in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Nebraska sitting in Washington County and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation, or proceeding may be heard and determined in such state court or, to the

fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8.7 Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.8 Counterparts; Integration; Effectiveness

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

8.9 Severability

If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid, or unenforceable, (a) the legality, validity, and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid, or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.10 No Fiduciary Duty

The Lender and its affiliates may have economic interests that conflict with those of the Borrower. The Borrower agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary, or agency relationship or fiduciary or other implied duty between the Lender and the Borrower, its stockholders, or its affiliates. The Borrower acknowledges and agrees that (a) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lender, on the one hand, and the Borrower, on the other, (b) in connection therewith and with the process leading to such transaction, the Lender is acting solely as a principal and not the agent or fiduciary of the Borrower, its management, stockholders, creditors, or any other person, (c) the Lender has not assumed an advisory or fiduciary responsibility in favor of the Borrower with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Lender or any of its affiliates has advised or is currently advising the Borrower on other matters) or any other obligation to the Borrower except the obligations expressly set forth in the Loan Documents, and (d) the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate.

8.11 Interest Rate Limitation

Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, the Lender may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the obligations hereunder.

8.12 Electronic Execution of Documents

The words "execution," "signed," "signature," and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global or any other similar state laws based on the Uniform Electronic Transactions Act.

8.14 Time of the Essence

Time is of the essence of the Loan Documents.

8.15 Headings

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement, and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF BLAIR

By: _____
Name: Melinda K. Rump
Title: Mayor

BLAIR AIRPORT AUTHORITY

By: _____
Name: David E. Johnson
Title: Chairman

EXHIBIT A

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

\$1,000,000.00

FOR VALUE RECEIVED, the undersigned, BLAIR AIRPORT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Nebraska (the "Borrower"), hereby promises to pay to the order of CITY OF BLAIR, a municipal corporation organized and existing under the laws of the State of Nebraska (the "Lender"), the principal sum of ONE MILLION DOLLARS (\$1,000,000.00), or such lesser amount as may be advanced by the Lender to the Borrower pursuant to the Line of Credit Agreement dated as of _____, 2025 between the Borrower and the Lender (as amended, modified, or supplemented from time to time, the "Agreement"), on or before September 30, 2026 (the "Maturity Date"), together with interest on the unpaid principal balance hereof from time to time outstanding from the date hereof until paid in full, at a rate per annum equal to 3.5%, computed on the basis of a year of 360 days and the actual number of days elapsed.

Interest on this Note shall be payable monthly in arrears on the last Business Day of each month commencing on the first such date to occur after the date of this Note, and on the Maturity Date.

This Note is the "Note" referred to in the Agreement and is entitled to the benefits thereof and is subject to prepayment in whole or in part as provided therein. Upon the occurrence of an Event of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable as provided in the Agreement.

The Borrower hereby waives presentment, demand, protest, and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Note shall be governed by, and construed in accordance with, the law of the State of Nebraska.

BLAIR AIRPORT AUTHORITY

By: _____
Name: David E. Johnson
Title: Chairman

EXHIBIT B

FORM OF LOAN REQUEST

LOAN REQUEST

Date:

To: City of Blair

Ladies and Gentlemen:

Reference is made to the Line of Credit Agreement dated as of _____, 20__ (as amended, modified, or supplemented from time to time, the "Agreement") between the Blair Airport Authority (the "Borrower") and the City of Blair (the "Lender"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

The Borrower hereby requests a Loan under the Agreement, and in connection therewith sets forth below the following information:

1. The requested date of the Loan is _____, 20__ which is a Business Day.
2. The principal amount of the requested Loan is \$ _____.
3. The purpose for which the proceeds of the Loan will be used is as follows:
[DESCRIBE PURPOSE]

The Borrower hereby represents and warrants that the conditions specified in Section 4.2 of the Agreement have been satisfied on and as of the date of the requested Loan.

BLAIR AIRPORT AUTHORITY

By: _____
Name: Philip Green
Title: Airport Manager