	<p style="text-align: right;">"OPEN MEETINGS ACT"</p> <p style="text-align: right;">City of Blair Regular Council Meeting City Council Chambers March 24, 2026 - 7:00 PM</p>
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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.blairne.gov. 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 March 10, 2026, meeting.
 - 4.b. Clerk report of Mayoral Action of March 10, 2026 meeting.
 - 4.c. Claims as approved by the Finance Committee.
 - 4.d. Resolution 2026-19 recommending approval of a Special Designated Liquor License for the American Legion Post 154, 103 S 12th St, Blair, for May 2, 2026, for a community car show.
- 5.Mayor Rump opens a public hearing to consider receiving public comment on a blight and substandard study for an area located within the extraterritorial jurisdiction and Corporate Limits of the City of Blair, and to consider whether to designate such area as blighted, substandard and in need of redevelopment

- pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq.
6. Consideration of and possible action via Resolution 2026-20 approving the Blight and Substandard Study designation of East US Highway 30 Industrial Area.
 7. Mayor Rump opens a public hearing to consider a Rezone application submitted by the City of Blair, 218 S 16th St, Blair, for Lots 19, 20 & 21, Block 56, in the City of Blair, Washington County, Nebraska, together with that part of vacated street right-of-way of Grant Street (1526 & 1516 Grant Street and the empty lot on the northwest corner of Grant and 15th Street), rezoning the lots from RMH – Multi-Family Residential High Density District to CCB - Central Business District.
 8. Mayor Rump opens a public hearing to consider a Rezoning Application submitted by the City of Blair, 218 S. 16th Street, Blair, Nebraska, for Tax Lots 197, 199 & 200, Section 13, Township 18 North, Range 11, all East of the 6th P.M., Washington County, Nebraska, (10024, 10070 and the contiguous outbuildings on 10196, all on County Road P35), rezoning all lots from AG – Agricultural District to TA – Transitional Agriculture District.
 9. Request to appear before the Mayor and City Council by Baylor Barrow seeking approval of his Eagle Scout Project on Public Property.
 10. Presentation by the Blair Historic Preservation Alliance regarding improvements to the Depot.
 11. Consider Resolution 2026-21 to accept a \$5,000 gift from BHPA; to approve their request for \$5,000 in matching Keno funds for use at the Depot; and to accept the recommendation from the Park, Recreation and Cemetery Advisory board to approve the Scope of Work and instruct staff to proceed with the bid for Depot floor repairs and the other capital projects and improvements presented by the BHPA for the Depot.
 12. Presentation on the proposed water tower location and design.
 13. Consideration of and possible action to authorize staff to proceed with plans for the development of a second water tower in Blair.
 14. Consider Resolution 2026-22 to accept and approve a bid for the Black Elk Pump Station Project pending SRF funding.
 15. Consider Resolution 2026-23 to approve an engineering agreement with Houston Engineering for the Cauble Creek Trail repairs.
 16. Consider Resolution 2026-24 to approve an agreement with Olsson Associates for a Wastewater Treatment Plant Capacity Study.
 17. City Administrator Report
 18. Motion and second by Council members to adjourn the meeting.

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

City of Blair Regular Council Meeting
March 10, 2026

The Mayor and City Council met in regular session in the City Council Chambers on March 10, 2026, at 7:00 PM. The following were present: Gary Banner, Brent Clark, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, Frank Wolff. Absent: Kirk Highfill. Also present were City Administrator Green, Deputy City Administrator Barrow, Deputy City Administrator Heaton, Deputy City Administrator Scott, City Attorney Talbot, Non-Lawyer Assistant Ferrari, Community Development Director Beiermann, Public Safety & Communications Coordinator Dunn, and Police Chief Kinsey.

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

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

Agenda Item #4 – Consent Agenda approved the following: 4a) Approval of Minutes of February 24, 2026, meeting, 4b) Clerk's report of the Mayoral Action of February 24, 2026, meeting, 4c) City Department reports for February 2026 and 4d) Claims as recommended by the Finance Committee. Motion by James Letcher, second by Rick Paulsen to approve the Consent Agenda. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #5 – Police Chief Kinsey conducted the swearing-in ceremony for Christopher Perkins and Randall Kruse as Blair Police Officers. Their badge-pinning followed. The Council welcomed the officers, and the Mayor expressed gratitude for their service. No action was required.

Agenda Item #6 – Motion by Frank Wolff, second by James Letcher to receive and place on the file the IACP Staffing Study Report for the Blair Police Department. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried. City Administrator Green introduced the IACP (International Association of Chiefs of Police) staffing and operational study, explaining that the City initiated the review in anticipation of a leadership transition in the Police Department. He emphasized the intent to secure objective, data-driven evaluation rather than internal assumptions. The report contains extensive detail, including operational analysis, staffing allocations, workload trends, organizational structure, and future planning considerations. Police Chief Kinsey stated the study was needed because police service demands were growing at a significantly faster rate than Blair's population. The department has increasingly relied on lateral hires, and it typically takes a full year to develop a new police officer before they can operate independently on the street. The goal was to examine whether current staffing and structure were adequate to sustain service levels, ensure officer safety, and maintain the department's proactive capability. The IACP reviewed: 1) 3–5 years of CAD

(Computer-Aided Dispatch) data, 2) NIBRS reporting, 3) HR payroll and overtime records, 4) Interviews with sworn and civilian staff and 5) Written directives and overall department workflow. The report noted Blair remains a low-crime community, with violent and property crime well below state and national averages, yet calls for service have increased 17% since 2022, significantly outpacing population growth. The report offered the following key findings: 1) Officers are operating in a largely reactive mode, with: 54% of time responding to calls, 38% administrative duties and only 2% available for proactive engagement., 2) Supervisory staffing had been insufficient, with one patrol shift lacking a sergeant until Sgt. Hatheway's promotion in December 2025, 3) The organizational structure places heavy administrative and operational burden on the Chief and Captain, limiting long-term planning, 4) Overtime usage is equal to nearly two full-time positions, creating fatigue and burnout, and 5) Limited access to timely CAD and workload data—due to strained relations with Douglas County 911—restricted data-driven policing, though this has since been corrected. Kinsey described how officers must constantly balance emergency response, paperwork, administrative obligations, and maintaining a community presence. With minimum staffing of two officers per shift and many calls requiring two officers, there is little flexibility for proactive policing. IACP is recommending the following: Critical/High Priority: 1) Create a fourth sergeant (completed in December 2025), 2) Increase patrol staffing by three officers, 3) Add one Captain, 4) Improve CAD/workload data access (completed August 2025), 4) Implement IACP leadership principles; Medium Priority: 1) Establish geographic patrol beats, 2) Enhance data-driven policing tools and crime mapping, and 3) Adopt a wellness program to support morale. The report stated that continued inaction would likely result in increased overtime dependency, erosion of proactive policing, diminished response resiliency, growing liability risk, and higher long-term costs. Recruiting and training new officers would become more expensive and difficult. Council Members discussed the importance of supporting the Police Department as service demands grow. They commented on the need for fiscal foresight and the potential consequences of remaining reactive rather than engaging in long-term planning. Considerable attention was given to balancing community expectations with budget realities.

Agenda Item #7 – Non-Lawyer Assistant Ferrari presented the proposed amendment to the Chief of Police's employment agreement. She explained that when Chief Kinsey was first hired, the Council approved a vehicle stipend; however, the City has since provided a City-owned vehicle for his official use. Therefore, the stipend is no longer necessary. The addendum eliminates the \$175 per pay period automobile allowance but maintains all other requirements related to vehicle use, including valid operator licensing, compliance with City policies, and prohibitions on driving under the influence. Police and Fire Committee recommended approval, noting that this change is beneficial for the police and fire departments. Council member Paulsen introduced Resolution 2026-18 approving an amendment to the Employee Agreement between the City of Blair and the Chief of Police terminating the Vehicle Stipend. Motion by Rick Paulsen, second by Gary Banner to adopt Resolution No. 2026-18 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

Agenda Item #8 – Amy Roberts, American Heart Association and Chad Nixon, Assistant Fire Chief Bennington Fire Department presented information on PulsePoint, a mobile app designed to rapidly alert trained bystanders when CPR is needed nearby. PulsePoint is nationwide and completely free. The presenters explained the differences between a heart attack and cardiac arrest, emphasizing that CPR and AED access immediately after cardiac arrest drastically increases survivability. PulsePoint helps bridge the time between collapse and EMS arrival. The presentation also covered the regional expansion of PulsePoint in Sarpy, Douglas, and Washington Counties, along with the potential placement of "smart AED cabinets" throughout

Blair. Presenters encouraged residents to download the app and be willing to assist neighbors in medical emergencies. Amy Clausen, 2614 College Dr., Blair, encouraged the city to consider using KENO funds to support Pulse point in the community to help keep this running. Daryl Boesiger, 2246 Crestridge Dr., expressed concern regarding security when signing up for it. Nixon stated Red Pulse does not require a person to put in any personal information so it would be completely safe.

Agenda Item #9 – City Administrator Green Administrator Green reported the City has been upgrading AEDs throughout city vehicles and facilities, with assistance from staff members Jake Dunn and Mark Wulff. The City is now subscribed to monthly AED maintenance services through Cintas. He noted that all police units and public works vehicles carry AEDs, increasing availability across town. Green also reported that nine Statements of Qualifications (SOQs) had been received for upcoming planning efforts. These will be posted online for public review. Staff will narrow the list to three firms, which will present to the Council on March 31 at 6:00 p.m. prior to Council selection.

Agenda Item #10 – Motion by Gary Banner, second by Kent Long to adjourn the meeting 7:56 pm. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Absent, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 0, Absent: 1. Mayor Rump declared the motion carried.

The following claims were approved: Abe's Trash Svc, Svc, 2048.50; Access Technologies, Inv, 222.22; Acco, Inv, 1933.50; Afl, Llc, Inv, 37666.00; Aflac, Inv, 1676.68; Air Products & Chemicals, Inv, 9978.61; Akrs Equipment, Inv, 208.31; Allen, Monte, Ref, 500.00; Amazon Sales Inc, Inv, 4410.21; Anderson, Jeremy, Inv, 580.25; Anderson, Paul, Ref, 500.00; Arps Red-E-Mix Inc, Svc, 324.25; Badger Body & Truck Equipment, Inv, 3700.85; Benefit Plans Inc, Ins, 100.00; Benjamin Guhl, Reimb, 214.30; Biblionix, Inv, 3091.00; Bieker Home Improvements, Ref, 50.00; Big Red Locksmith, Inv, 100.00; Bi-State Motor Parts, Inv, 462.57; Blair Ace Hardware, Inv, 471.46; Blair Airport Authority, Inv, 330.00; Blair Healing Rooms Inc, Inv, 10000.00; Blue Cross & Blue Shield Of Ne, Ins, 106978.86; Bogandoff, Jennifer, Inv, 75.00; Bomgaars Supply Inc, Inv, 682.09; Bound Tree Medical Llc, Inv, 2713.51; Bp Homes Llc, Ref, 50.00; Braniff Service, Svc, 221.45; Brenda Wheeler, Reimb, 235.76; Calvin Poulsen, Inv, 2177.50; Cappel Auto Supply Inc (Napa), Inv, 132.53; Carquest Auto Parts, Inv, 508.87; Cdw Government Inc, Inv, 1391.40; Charles J Heaton, Reimb, 240.93; Chris Olson, Svc, 1450.00; Cintas Corporation, Svc, 3594.12; Cleary Shamrock Full Property, Ref, 500.00; Copquest Inc, Inv, 25.85; Country Tire Inc, Svc, 7412.70; Danko Emergency Equipment Co, Inv, 10819.52; Datashield, Inv, 137.03; Datavant Llc, Inv, 20.00; Deborah Wood, Svc, 400.00; Deck Bros Llc, Ref, 50.00; Deck Dude Llc, Ref, 50.00; Donald Welchert Construction, Ref, 500.00; Eakes Office Plus, Inv, 695.59; Electronic Contracting Co, Inv, 1781.69; Ems Management & Consulting, Inv, 1365.76; Felsburg Holt & Ullevig, Svc, 2100.00; Ingram Industries Inc, Inv, 61.00; Firstnet At&T Mobility, Inv, 228.15; Flood Break, Svc, 16425.00; Foley, Jim, Ref, 200.00; Galls Llc, Inv, 1381.89; Grainger, Inv, 99.05; Great Plains Uniforms Llc, Inv, 154.49; Groundworks Nebraska Llc, Inv, 50.00; Gt Distributors Inc, Inv, 4115.50; Hach Co, Inv, 1264.31; Hagggar Construction Inc, Ref, 500.00; Hansen Contracting, Ref, 500.00; Hartman, Kevin B & Janet L, Ref, 500.00; Henton Trenching Inc, Svc, 144.00; Home Pride Contractors Inc, Ref, 50.00; Horizon Rehabilitation Centers, Inv, 444.00; Hotsy Equipment Co, Inv, 138.24; Hsa Bank, Inv, 82.50; Htm Sales Inc, Inv, 1451.00; Huber Builders Llc, Ref, 1000.00; Ingram Industries Inc, Inv, 4189.36; J Nielsen Construction Llc, Ref, 1000.00; J&J Painting And Remodeling, Ref, 500.00; Jackson Services, Svc, 575.44; Jc Drywall, Ref, 500.00; Jeo Consulting Group Inc, Svc, 23865.63; Jeredith Brands Llc, Inv, 3019.00; Katelyn Ferrari, Reimb, 119.15; Kelly Ryan Equipment Co, Inv, 54.36; Korman Construction Solutions Inc, Ref, 500.00; League Association Of Risk, Ins, 1007.38; Long's Ok Tire Stores, Svc, 16.00; Mark Hodson, Reimb, 311.43; Matheson Tri-Gas Inc, Inv, 1290.23; Mckinnis Roofing & Sheet Metal, Inv, 312.50; Mckinnis

Roofing & Sheet Metal Llc, Inv, 100.00; Melvin Caldwell Concrete Construction Inc, Ref, 500.00; Mes Service Company Lcc, Inv, 1767.31; Michael Todd & Company Inc, Inv, 693.37; Mid-America Arts Alliance, Inv, 2700.00; Midwest Laboratories Inc, Svc, 771.58; Mindy Rump, Reimb, 224.85; Mississippi Lime Co Llc, Chem, 38757.91; Ndwee, Inv, 600.00; Ne Divison Of International Assoc, , 75.00; Nebraska Dept Of Transportatio, , 480493.76; Nu View Land Solutions Ll, Inv, 10000.00; Nwea, Dues, 195.00; Olsson Associates, Svc, 9865.85; One Call Concepts Inc, Svc, 138.65; One Source, Inv, 216.90; Onsite Services Solutions Llc, Svc, 11869.00; Orchard Valley Inc, Ref, 500.00; O'reilly Automotive Stores Inc, Inv, 443.86; Orkin Llc, Svc, 197.25; Pioneer Cleaning Llc, Svc, 600.00; Placer Labs Inc, Inv, 4927.40; Point C, Ins, 1079.34; Pounds Printing Inc, Inv, 200.00; Pyramid Contractors, Ref, 50.00; Red Rhino Roofs & Solar, Ref, 50.00; Reliable Roofing Gutters & Siding Llc, Ref, 50.00; Relx Inc, Inv, 310.00; Rival Homes, Ref, 500.00; S & S Pumping Service Llc, Svc, 4755.00; S.E. Smith & Sons, Inv, 177.62; Sapp Bros Petroleum Inc, Svc, 3177.13; Sara Bach, Reimb, 298.50; Sargent Building And Home, Ref, 200.00; Schumacher, Neal, Inv, 262.50; Sean Negus Construction, Ref, 500.00; Security Equipment Inc, Svc, 465.00; Shotwell Glass, Svc, 592.50; Spartan Stores Llc, Inv, 194.59; Stahlnecker Bieker, Kimberly, Svc, 360.00; Stratus, Ref, 200.00; Streakwave Wireless Inc, Inv, 10552.61; Stryker Sales Corp, Inv, 16.72; Sunbelt Rentals Inc, Inv, 315.99; Talbot Law Office Pc Llo, Svc, 825.00; Terry, Edgar, Inv, 350.00; The Sign Depot, Svc, 2430.71; Thermal Heating Air & Plumbing, Svc, 19.33; Thiele Geotech Inc, Svc, 1600.00; Thompson Roofing, Ref, 50.00; Thrasher Inc, Ref, 50.00; Tomco Systems, Inv, 12940.00; Total Truck & Machine Llc, Svc, 302.81; Travis Mann, Ref, 500.00; Truck Center Companies, Svc, 5663.76; Verizon 883740345-00001, Inv, 1110.83; Vessco Inc, Inv, 35846.66; Wakefield Towing And Recovery, Inv, 1000.00; Warden Construction, Ref, 50.00; Washington County Enterprise, Inv, 271.94; Watertight Roofing, Ref, 50.00; Western Oil Ii Llc, Ref, 4294.73; Woodhouse Ford Inc, Inv, 34.44; Z Best Carpentry Inc, Ref, 500.00.

Melinda K. Rump, Mayor

ATTEST:

Brenda Wheeler, City Clerk

Seal

CLAIMS REPORT
03/01/2026 - 03/24/2026

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
ABE'S TRASH SERVICE INC		265.00	57130	03/24/2026
AIR PRODUCTS & CHEMICALS		14,710.14	57131	03/24/2026
AMERISOURCE HR CONSULTING GRP		2,250.00	127(E)	03/05/2026
ASSETHR		272,966.07	EFT	03/05/2026
ASSETHR		271,201.98	EFT	03/19/2026
AUTOMATIC SYSTEMS CO		1,647.82	57132	03/24/2026
BABKEL MECHANICAL		4,964.45	57133	03/24/2026
BARCO PRODUCTS LLC		313.75	57134	03/24/2026
BENEFIT PLANS INC		120.00	57135	03/24/2026
BIG RED LOCKSMITH		60.00	57136	03/24/2026
BLACK HILLS ENERGY		227.86	128(E)	03/06/2026
BLACK HILLS ENERGY		172.58	129(E)	03/09/2026
BLACK HILLS ENERGY		407.96	130(E)	03/09/2026
BLACK HILLS ENERGY		1,676.94	131(E)	03/09/2026
BLACK HILLS ENERGY		121.39	132(E)	03/09/2026
BLACK HILLS ENERGY		200.46	133(E)	03/09/2026
BLACK HILLS ENERGY		256.04	134(E)	03/09/2026
BLACK HILLS ENERGY		284.72	135(E)	03/09/2026
BLACK HILLS ENERGY		333.62	136(E)	03/09/2026
BLACK HILLS ENERGY		268.03	137(E)	03/09/2026
BLACK HILLS ENERGY		911.01	138(E)	03/09/2026
BOMGAARS SUPPLY INC		3,304.39	57137	03/24/2026
BS&A SOFTWARE LLC		649.50	57140	03/24/2026
CDW GOVERNMENT INC		12,732.08	57141	03/24/2026
CEDE & CO		115,810.63	121(E)	03/16/2026
CEDE & CO		85,742.78	122(E)	03/02/2026
CITY OF BLAIR		146.13	139(E)	03/17/2026
CITY OF BLAIR		30.07	140(E)	03/09/2026
CITY OF BLAIR		5.92	141(E)	03/09/2026
CITY OF BLAIR		43.38	142(E)	03/09/2026
CITY OF BLAIR		16.39	143(E)	03/09/2026
CITY OF BLAIR		21.56	144(E)	03/09/2026
CITY OF BLAIR		16.39	145(E)	03/09/2026
CITY OF BLAIR		16.39	146(E)	03/09/2026
CITY OF BLAIR		5.92	147(E)	03/09/2026
CITY OF BLAIR		22.94	148(E)	03/09/2026
CITY OF BLAIR		7.89	149(E)	03/09/2026
CONNER PSYCHOLOGICAL SERVICES		1,205.00	57142	03/24/2026
CORE & MAIN LP		19,074.46	57143	03/24/2026
ELITE VEHICLE OUTFITTERS LLC		58,763.98	57144	03/24/2026
FAIRFIELD INN & SUITES		479.85	57145	03/24/2026

CLAIMS REPORT
03/01/2026 - 03/24/2026

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
FAIRWAY OIL CO		85.99	57146	03/24/2026
FIRST NATIONAL BANK		289.50	114(E)	03/07/2026
FIRST NATIONAL BANK		85.29	115(E)	03/07/2026
FIRST NATIONAL BANK		1,115.82	116(E)	03/07/2026
FIRST NATIONAL BANK		2,310.30	117(E)	03/07/2026
FIRST NATIONAL BANK		52.41	118(E)	03/07/2026
FIRST NATIONAL BANK		273.00	119(E)	03/07/2026
FIRST NATIONAL BANK		581.00	120(E)	03/07/2026
FRAHM' S STUMP REMOVAL		200.00	57147	03/24/2026
FUCHS WORKS LLC		700.00	57148	03/24/2026
GALLS LLC		59.56	57149	03/24/2026
GREAT PLAINS COMMUNICATIONS		4,285.35	57150	03/24/2026
HACH CO		1,182.73	57151	03/24/2026
HAWKINS INC		21,186.00	57152	03/24/2026
HDR ENGINEERING INC		13,126.42	57153	03/24/2026
HENTON TRENCHING INC		7,540.00	57154	03/24/2026
INGERSOLL RAND COMPANY		1,636.69	57155	03/24/2026
JENSEN WELL COMPANY INC		31,495.00	57156	03/24/2026
JEO CONSULTING GROUP INC		460.00	57157	03/24/2026
JETTER'S PLUMBING INC		12,865.80	57158	03/24/2026
KELLY RYAN EQUIPMENT CO		1,095.14	57159	03/24/2026
MARGARET HANSON		9.80	57160	03/24/2026
MCCOY ROOFING LLC		600.00	57161	03/24/2026
METAL DOORS & HARDWARE CO		1,300.00	57162	03/24/2026
MID-AMERICA ARTS ALLIANCE		1,185.00	57163	03/24/2026
MIDWEST MARITIME SERVICES		3,930.00	57164	03/24/2026
MIOVISION TECHNOLOGIES US, LLC		3,040.00	57165	03/24/2026
MISSISSIPPI LIME CO LLC		38,647.87	57166	03/24/2026
MOTOROLA		100.00	57167	03/24/2026
NALCO COMPANY		18,525.35	57168	03/24/2026
NDWEE		115.00	57169	03/24/2026
NE NOTARY ASSOC INC		107.00	57170	03/24/2026
NEBRASKA DEPT OF REVENUE		13,051.38	163(E)	03/21/2026
NEBRASKA STATE PATROL		1,301.00	57172	03/24/2026
NE-IA INDUSTRIAL FASTENERS		350.46	57171	03/24/2026
NELSON CONTRACTING		50.00	56977	03/02/2026
OPPD		113,751.94	57173	03/24/2026
OS MEDIA GROUP LLC		1,875.00	57174	03/24/2026
POINT C		55.73	126(E)	03/06/2026
POINT C		4,096.72	159(E)	03/20/2026
POINT C		857.60	167(E)	03/23/2026

CLAIMS REPORT
03/01/2026 - 03/24/2026

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
PRINCIPAL FINANCIAL GROUP		14,328.54	123(E)	03/05/2026
PRINCIPAL FINANCIAL GROUP		15,380.82	124(E)	03/05/2026
PRINCIPAL FINANCIAL GROUP		13,215.63	125(E)	03/05/2026
PRINCIPAL FINANCIAL GROUP		12,848.67	160(E)	03/20/2026
PRINCIPAL FINANCIAL GROUP		13,858.81	161(E)	03/20/2026
PRINCIPAL FINANCIAL GROUP		14,132.90	162(E)	03/20/2026
RIDGECREST PRODUCTS INC		3,700.85	57175	03/24/2026
S & S PUMPING SERVICE LLC		65,000.00	57176	03/24/2026
SAPP BROS PETROLEUM INC		808.75	57177	03/24/2026
SCHUMACHER, NEAL		100.00	57178	03/24/2026
THERMAL HEATING AIR & PLUMBING		2,360.29	57179	03/24/2026
THOMPSON SOLUTIONS GROUP		2,380.25	57180	03/24/2026
TITAN MACHINERY		8,322.72	57181	03/24/2026
TREKK DESIGN GROUP		3,343.50	57182	03/24/2026
US POSTAL SERVICE FORT CALHOUN		1,000.00	57183	03/24/2026
USABLUBOOK		1,026.35	57184	03/24/2026
VESSCO INC		579.06	57185	03/24/2026
WASHINGTON COUNTY ENTERPRISE		488.58	57186	03/24/2026
WASTE MANAGEMENT OF NE		61.23	57187	03/24/2026
WOODHOUSE FORD INC		219.22	57188	03/24/2026
WOODS & AITKEN LLP		14,353.05	57189	03/24/2026
WULF, MATT		133.08	57190	03/24/2026
Total Disbursements		1,362,673.62		

RESOLUTION NO. 2026

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS the American Legion Post 154 is requesting a Special Designated Liquor License for May 2, 2026, to host a car show at the American Legion Post 154 located at 103 South 12th Street, Blair, NE 68008.; and

WHEREAS the City Clerk has reviewed the request and finds that it complies with all the state law requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, that said Resolution is hereby adopted and approved by the municipality and the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute the same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE" AND COUNCIL MEMBERS - VOTING "NAY," THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24TH DAY OF MAY 2026.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24th day of May 2026.

BRENDA WHEELER, CITY CLERK

SDL - LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

001216

American Legion Post 154

License #

Licensee Name/Non-Profit Organization

Event location name: American Legion

Event address/location: 103 S 12th Street, Blair

Event Type: Car Show

Event date(s): 5/2/2026

Event start time(s): 12:00 PM

Event end time(s): 11:00 PM

Indoor area to be licensed in length & width: 0 X 0

Outdoor area to be licensed in length & width: 80 X 120 (Must submit a diagram)

Estimated number of attendees: 200

Alternate dates/times: N/A

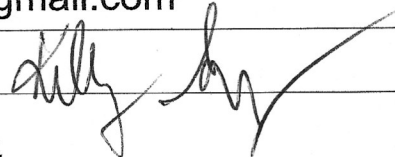
Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Kelly Schany Event contact phone number: 402-237-4210

Event contact Email: krschany@gmail.com

*Signature Authorized Representative:



Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

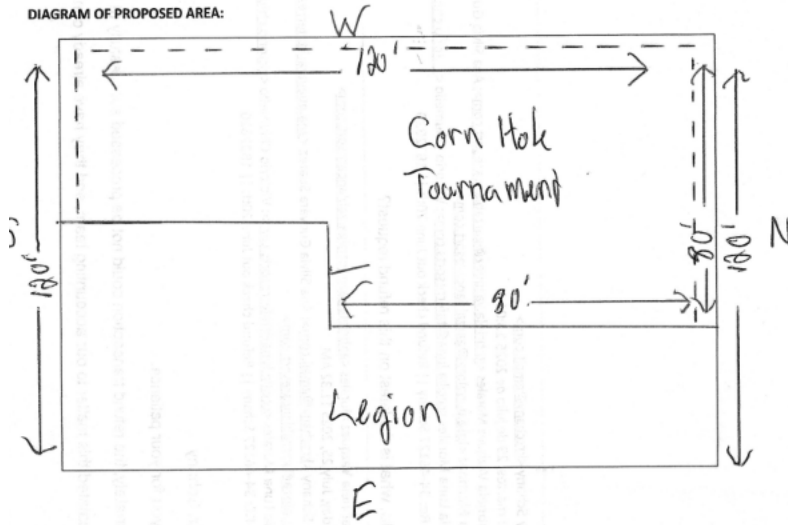
SDL – OUTDOOR AREA DIAGRAM

NEBRASKA LIQUOR CONTROL COMMISSION
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WEBSITE: www.lcc.nebraska.gov

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: We have a Blair Police Officer and 2 Sheriff that are part of the SAL that will patrol.

DIAGRAM OF PROPOSED AREA:



2025

City of Blair East Industrial Area Blight Study

Adopted XXX, XX, 2025 – Resolution XX-XXXX



Executive Summary

This report presents the findings of the East Industrial Area Blight and Substandard Study conducted by JEO Consulting Group for the City of Blair. The study evaluates the designated area for conditions that meet the statutory definitions of "blighted" and "substandard" under Nebraska Community Development Law. Based on field surveys, data analysis, and statutory criteria, the study concludes that the area qualifies for designation as blighted and substandard, enabling the city to pursue redevelopment strategies.

Purpose of the Study

This East Industrial Area Blight and Substandard Study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Blair's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Blair finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "East Industrial Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2158).

Through the redevelopment process, the City of Blair can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Development Law by the City of Blair is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight or hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Blair can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

This blight and substandard study examines the existing conditions of land use, physical and other constraints, buildings, and structures within the designated study area in the City of Blair to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Blair to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Blair must adhere to Nebraska Community Development Law.

Nebraska Revised State Statutes

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the

spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

Statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads:

The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105

Prior to the adoption of a redevelopment plan, a municipality must have adopted a comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

Substandard and Blight Analysis

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration*

Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)

- Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).

2. Age or obsolescence

Estimate age of structures (40+ years criteria)

3. Inadequate provision for ventilation, light, air, sanitation, or open spaces

Overall sight conditions

- Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.

4. Other substandard conditions

- (a) High density of population and overcrowding (census); or
- (b) The existence of conditions which endanger life or property by fire and other causes or unsanitary and unsafe conditions ; or
- (c) Any combination of such factors which is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures*

Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)

- Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).

2. Existence of defective or inadequate street layout

Condition of streets/inadequate access including sidewalks

- Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk conditions.

3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Conditions associated with accessibility/usefulness of the lots

- Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.

-
- 4. Unsanitary or unsafe conditions**
Conditions which pose a threat to public health and safety
 - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
 - 5. Deterioration of site or other improvements**
Field observation of age and condition of public utilities, debris, and inadequate public improvements
 - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
 - 6. Diversity of ownership**
The total number of unduplicated owners
 - Examples include the necessity to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
 - 7. Tax or special assessment delinquency exceeding the fair value of the land**
Examination of public records to determine the status of taxation of properties
 - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
 - 8. Defective or unusual conditions of title**
Examine public records to determine any defective or unusual title defects
 - Examples include improper filings, liens, defective titles, etc.
 - 9. Improper subdivision or obsolete platting**
Examine public records to determine improper subdivision and obsolete platting
 - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.
 - 10. The existence of conditions which endanger life or property by fire or other causes**
Examine conditions which endanger life or property
 - Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
 - 11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**
Economic and/or socially undesirable land uses
 - Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
 - 12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
 - (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);

- (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
- (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
- (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
- (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

No Problem

- No structural or aesthetic problems are visible.

Adequate Condition

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

Deteriorating Condition

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind or waterproof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

Dilapidated Condition

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

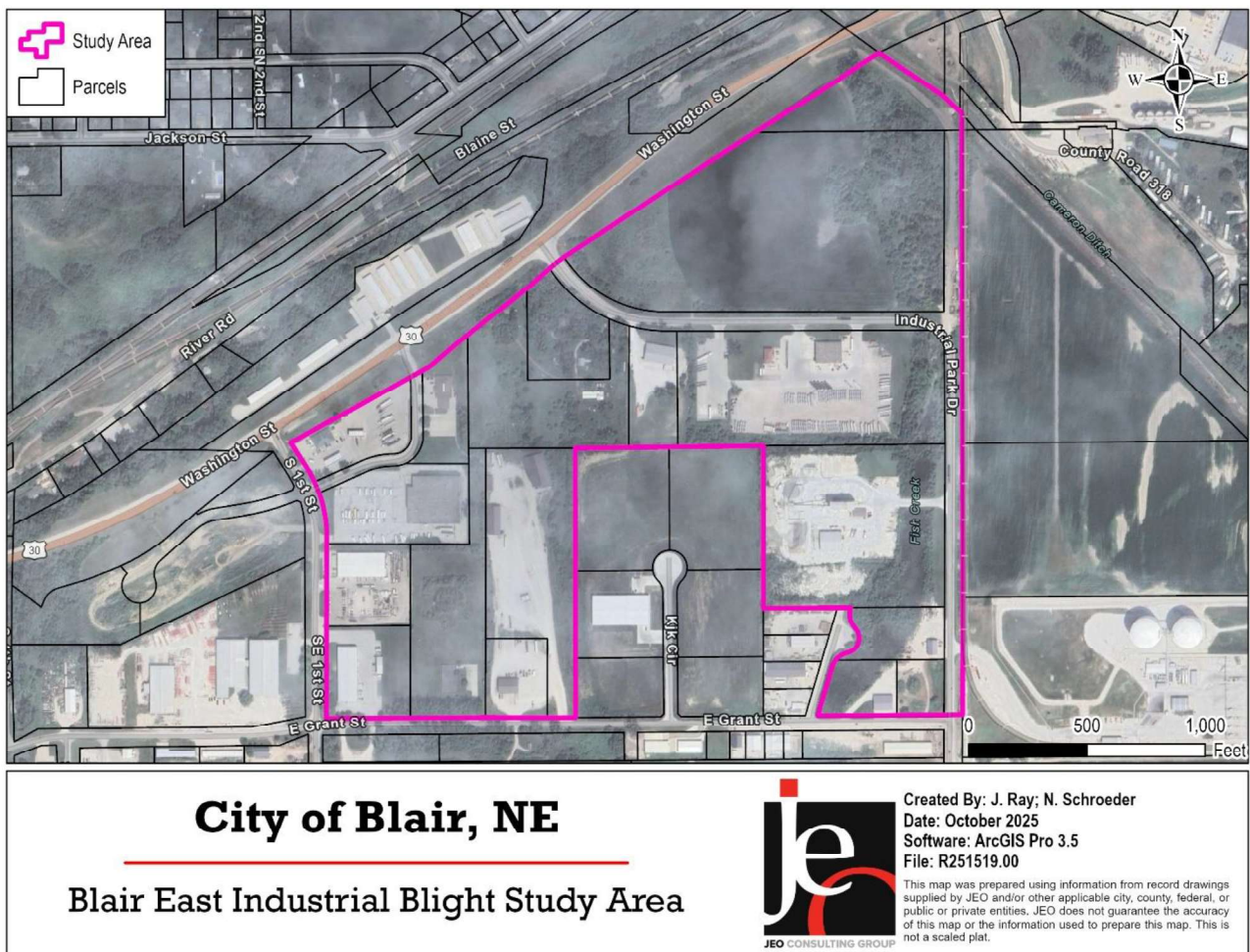
Designated Study Area

The designated study area is in and partially outside the current Corporate Limits of the City of Blair. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities in the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

The study area as identified can be found in Figure 1. For this study, the study area will be known as the “Designated Study Area” which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



A portion of the designated study area is located outside but adjacent to the corporate limits of the City of Blair and within the City’s extra-territorial jurisdiction. Because this portion of the designated study area is not yet located within the corporate limits, the area or portions thereof will need to be annexed to be included in the Community Development Agency’s area of operation to become eligible for Tax Increment Financing, as specific projects make application to the CDA for a redevelopment project.

Recommended Blight and Substandard Area

JEO Consulting Group recommends designating the 107-acre study area (2.6% of Blair's city limits) as Blighted and Substandard. With this addition, 27% of the city's corporate limits will be classified as such.

The following boundary description delineates the Recommended Area:

A TRACT OF LAND BEING ALL OF TAX LOTS, 188, 189, 261, 263, 264, 265, 272, 273 AND 274 TOGETHER WITH ALL OF EASTGATE PLAZA SUBDIVISION AND INDUSTRIAL POINT SUBDIVISION, AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER ALL BEING LOCATED IN SECTION 7, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TAX LOT 274 OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TAX LOT 274, A DISTANCE OF 389 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 1, INDUSTRIAL POINT SUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 348 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 3, EASTGATE PLAZA; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID EASTGATE PLAZA, A DISTANCE OF 464 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 1, OF SAID EASTGATE PLAZA AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 672 FEET MORE OR LESS; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 208 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 2, OF SAID EASTGATE PLAZA; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 448 FEET MORE OR LESS TO THE NORTHERLY CORNER OF TAX LOT 264 OF SAID SECTION 7; THENCE NORTHEASTERLY, A DISTANCE OF 80 FEET MORE OR LESS TO THE SOUTHWESTERLY CORNER OF TAX LOT 263 OF SAID SECTION 7; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 30, A DISTANCE OF 968 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TAX LOT 263; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 617 FEET MORE OR LESS TO THE SOUTHWESTERLY BANK OF FISH CREEK; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY BANK OF FISH CREEK, A DISTANCE OF 332 FEET MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTHEASTERLY CONTINUING ALONG THE SOUTHWESTERLY BANK OF FISH CREEK, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTHERLY ON A LINE BEING PARALLEL WITH AND 66 FEET EAST OF SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 78 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE, A

DISTANCE OF 14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INDUSTRIAL PARK DRIVE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2,470 FEET MORE OR LESS TO THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET; THENCE WESTERLY ALONG THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A DISTANCE OF 80 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 7, ERIKSON SUBDIVISION; THENCE WESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A DISTANCE OF 535 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 6, ERIKSON SUBDIVISION AND THE EASTERLY RIGHT OF WAY LINE OF WETLANDS ROAD; THENCE NORTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF WETLANDS ROAD, A DISTANCE OF 533 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 8, ERIKSON SUBDIVISION AND THE SOUTHERLY LINE OF TAX LOT 261 OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TAX LOT 261, A DISTANCE OF 367 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID TAX LOT 261; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TAX LOT 261, A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TAX LOT 261; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF TAX LOTS 188 AND 189 OF SAID SECTION 7, A DISTANCE OF 567 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TAX LOT 265 OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF TAX LOT 265, A DISTANCE OF 229 FEET MORE OR LESS TO THE NORTHEAST CORNER OF TAX LOT 273 OF SAID SECTION 7; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TAX LOT 273, A DISTANCE OF 1,138 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID TAX LOT 273; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF TAX LOTS 272 AND 273, A DISTANCE OF 384 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 2, INDUSTRIAL POINT SUBDIVISION; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 318 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TAX LOT 274 OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TAX LOT 274, A DISTANCE OF 355 FEET MORE OR LESS TO THE POINT OF BEGINNING;

Findings and Contributing Factors

The intent of this study is to determine whether the East Industrial Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on September 25, 2025, indicated the study area has such, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the East Industrial Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions, county assessor's records, and land use found within the East Industrial Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. Appendix A provides a visual description and documents examples of the different conditions that led to each factor's determination. See Appendix A for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures, and other observed conditions within the East Industrial Area Blight Study Area.

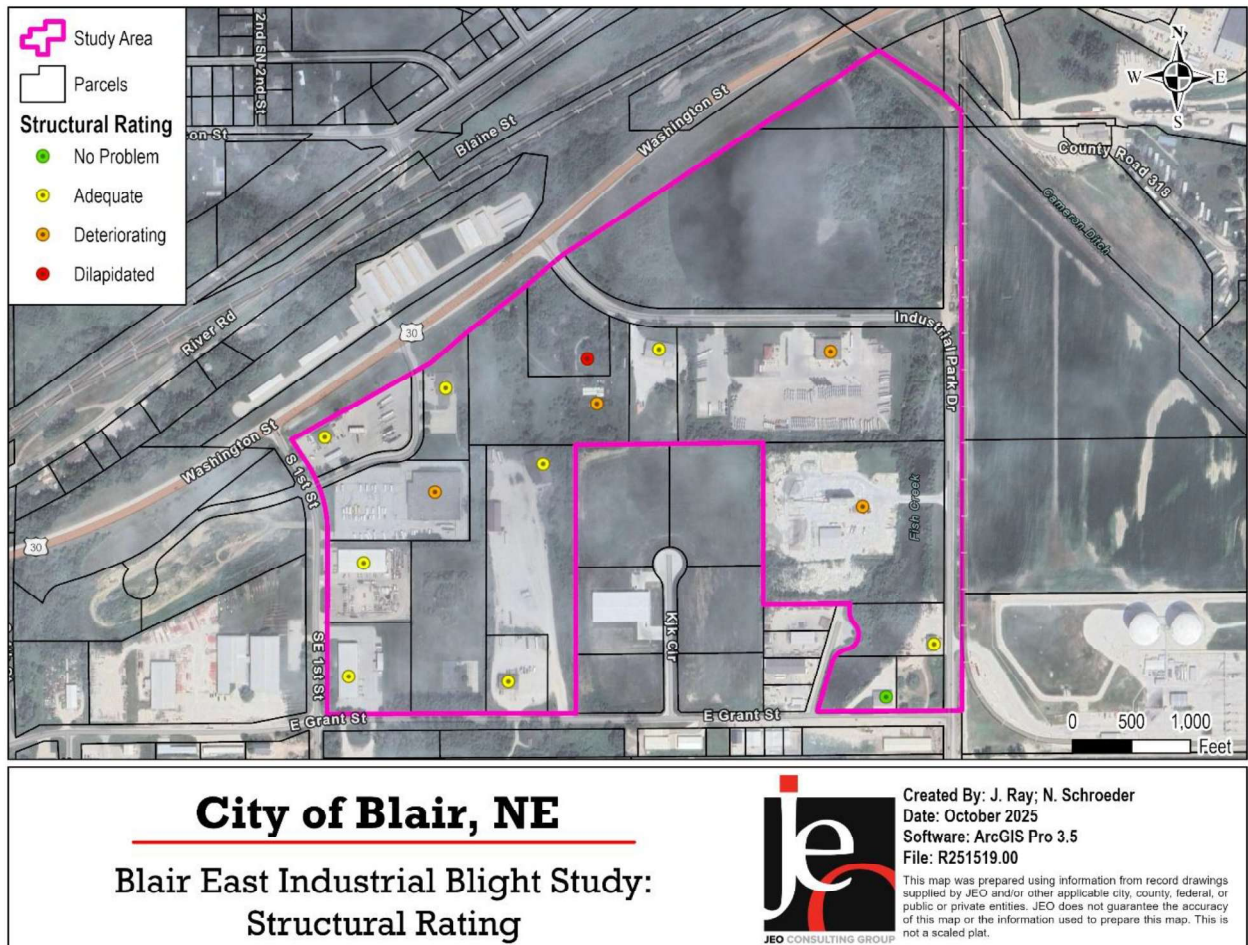
BLIGHTED CRITERIA CONDITIONS

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of the following.

Substantial Number of Deteriorated or Deteriorating Structures

The structures for each parcel within the East Industrial Area Blight Study Area were examined: one residential and thirteen commercial/industrial structures. Thirty-six percent of the primary structures within the designated study area were graded as deteriorating or dilapidated. Figure 2 illustrates the distribution of the structural ratings within the study area. This is considered a significant contributing factor.

Figure 2, Structural Rating

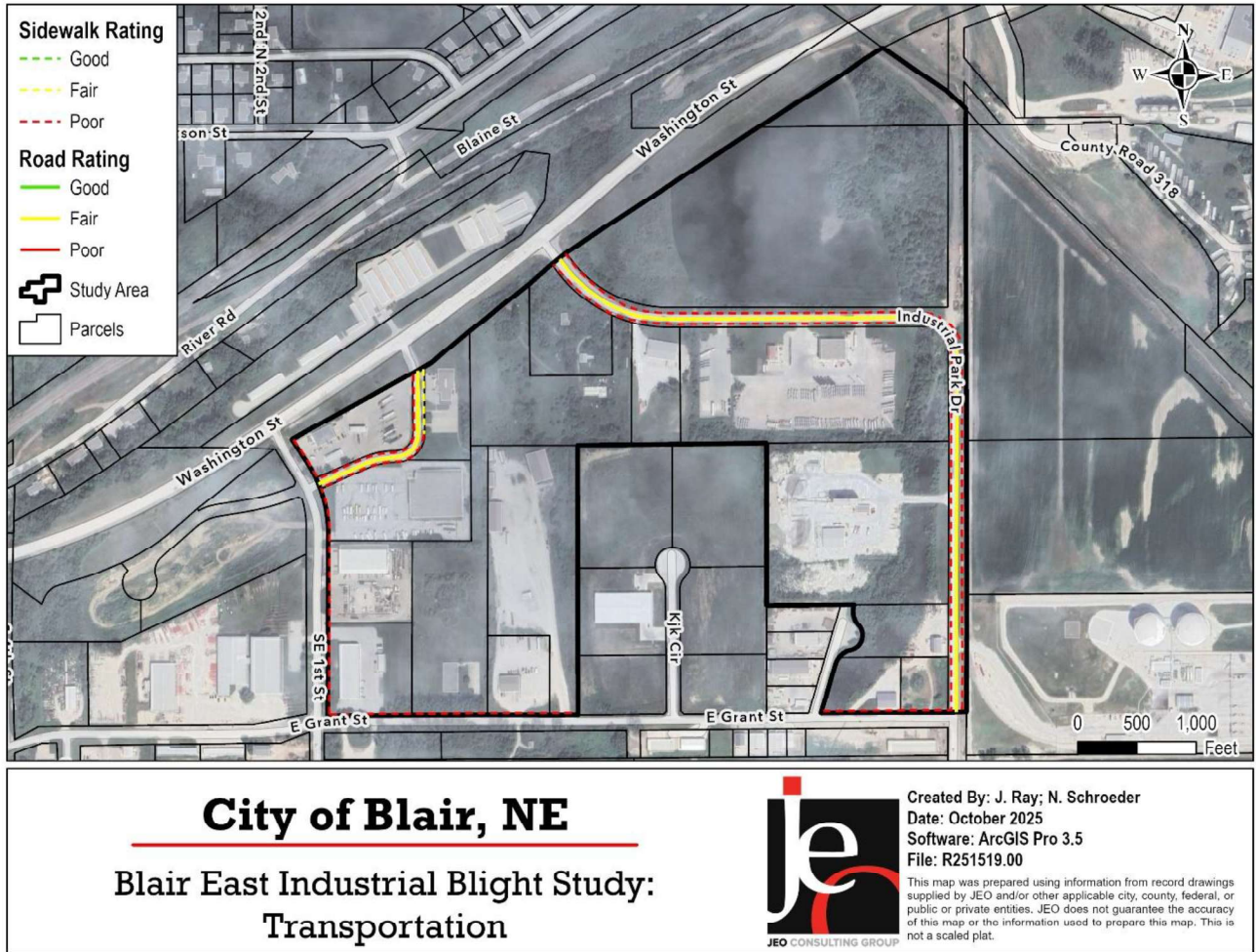


Defective or Inadequate Street Layout

Street Conditions and Accessibility

Street and sidewalk conditions within the East Industrial Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and regarding ease of travel and appearance. The transportation infrastructure conditions are illustrated in Figure 3.

Figure 3, Transportation



The surface of the streets is generally in good condition. However, the majority are rural section roads and lack sidewalks and curb and gutter. The area lacks the rectilinear grid with street connections to the city; thus, limiting access through the area. It is considered significant enough to warrant a contributing factor designation.

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Throughout the East Industrial Area Blight Study Area, the lot sizes and shapes vary and result in acute angles and a curved boundary. In addition, several lots in the study area contain narrow portions that hinder development and some lots are disproportionately deep for the lot width. The large irregular shaped lot in the northern portion of the study area is too large for



modern commercial or industrial development and needs to be subdivided. These characteristics diminish the usefulness and accessibility to adequately accommodate building standards. Overall, this factor is a contributing factor.

Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

Sidewalks

The lack of sidewalks through the study area and broken and displaced pavement on sites poses hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.



Debris Piles and Overgrowth

A total of eleven debris piles or overgrown vegetation areas were noted in the field analysis. These pose potential fire hazards and can harbor rodents or vermin that carry disease.

Floodplain

The eastern portion of the study is in the 100- or 500-year floodplain. Thus, posing unsafe conditions for humans or structures in the area during a flooding event.

As a result, this factor contributes to the recommended blight designation.

Deterioration of site or other improvements

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

Dilapidated and Deteriorating Buildings

Multiple dilapidated and deteriorating Buildings were noted in the field analysis.

Parking and driveways

The field analysis noted parking areas, driveways and outdoor storage areas that lacked hard surfaces and were in poor condition.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

Debris Piles and Overgrowth

A total of eleven debris piles or overgrown vegetation areas were noted in the field analysis. These pose potential fire hazards and can harbor rodents or vermin that carry disease.



Floodplain

The eastern portion of the study is in the 100- or 500-year floodplain. Thus, posing unsafe conditions for humans or structures in the area during a flooding event.

As a result, this factor contributes to the recommended blight designation.

Deterioration of site or other improvements

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

Dilapidated and Deteriorating Buildings

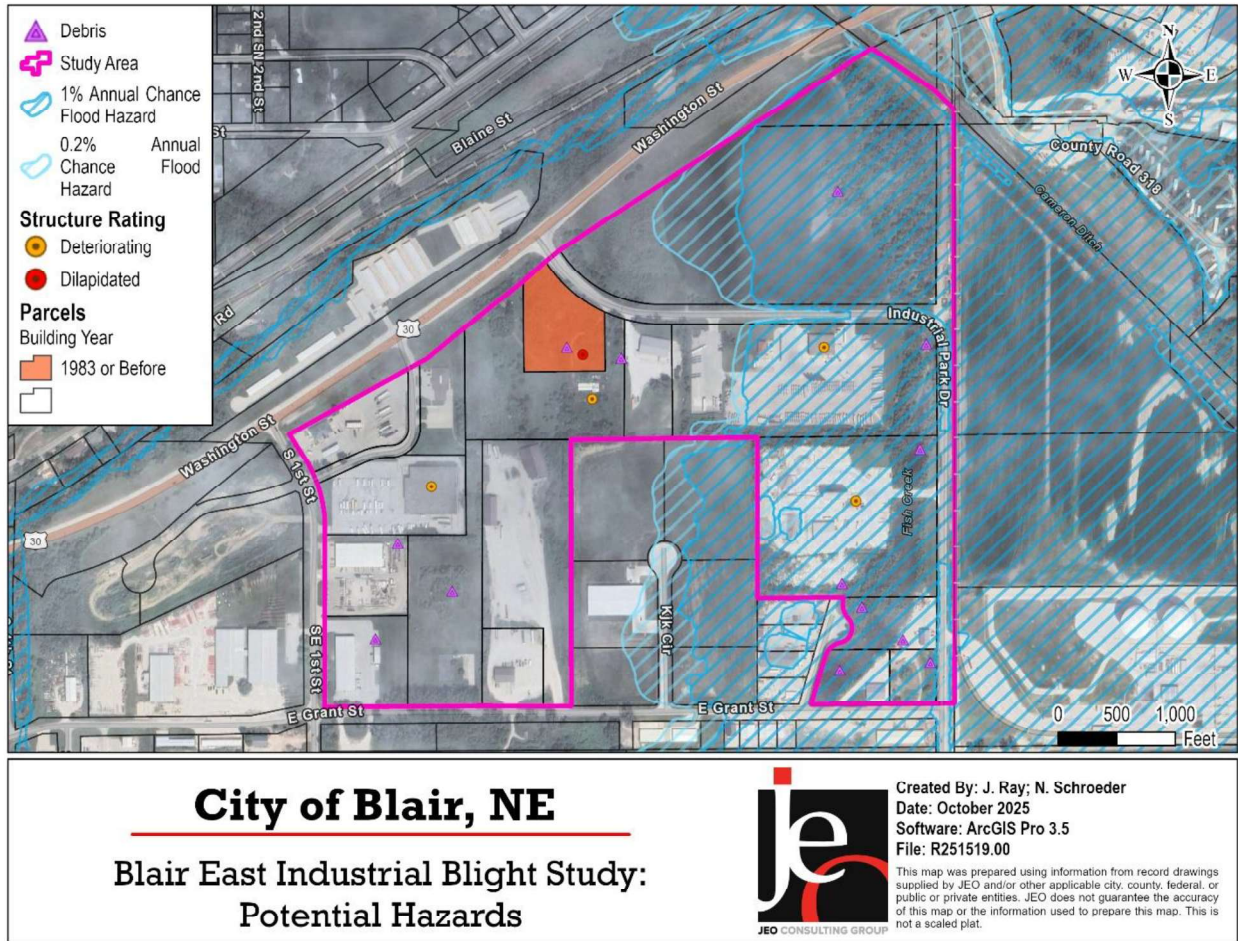
Multiple dilapidated and deteriorating Buildings were noted in the field analysis.

Parking and driveways

The field analysis noted parking areas, driveways and outdoor storage areas that lacked hard surfaces and were in poor condition.

As a result of these contributing factors, conditions which endanger life or property is considered a contributing factor.

Figure 4: Potentially Hazardous Conditions



Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.

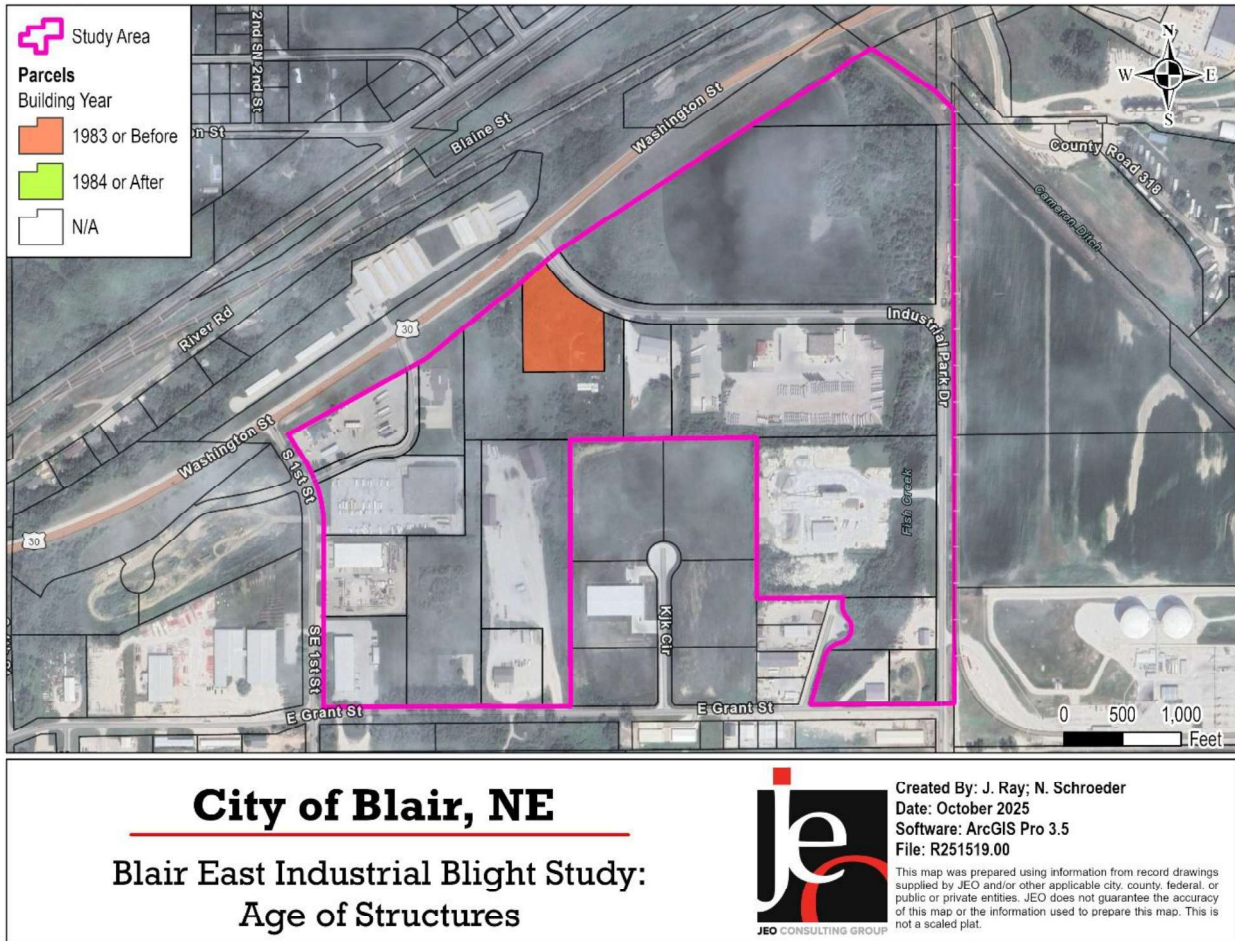
The combination of deterioration of the structures, the condition or lack of site improvements, and debris are factors observed in the field analysis that could impair sound growth or redevelopment of the community and is not a significant factor impacting growth. As a result, it is not considered a substantial contributor to the East Industrial Area Blight Study Area to be considered blighted.

Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:

Average Age of Structure Greater than 40 years

The age of the residential structure is 135 years old according to the Washington County Assessor. This is considered a substantial contributor to the East Industrial Area Blight Study Area to be considered blighted.

Figure 5: Age of Structures



SUBSTANDARD CRITERIA

A **standard area** shall mean an area in which there is a predominance of buildings or improvements, whether non-residential or residential in character, which by reason of the following:

Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the East Industrial Area Blight Study Area.

Thirty-six percent of the primary structures within the designated study area were graded as deteriorating or dilapidated. Figure 2 illustrates the distribution of the structural ratings within the study area. Figure 2 illustrates the distribution of the structural ratings within the study area. This is considered a significant contributing factor.

Age or obsolescence

Information regarding the age of the permanent structures within the East Industrial Area Blight Study Area was provided by the Washington County Assessor’s Office.

The age of the residential structure is 135 years old according to the Washington County Assessor. In addition, multiple buildings are obsolete for their intended use and remnants of former building foundations were noted in the field analysis. Thus, Age and obsolescence is considered a contributing factor.

Inadequate provision for ventilation, light, air, sanitation, or open spaces

Sanitation

The East Industrial Area Blight Study Area contains areas of debris. However, this is not considered to be a contributing factor.

Other Substandard Conditions

The existence of conditions which endanger life or property by fire or other unsanitary conditions.

Dilapidated and Deteriorating Buildings

Multiple dilapidated and deteriorating Buildings were noted in the field analysis.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

Debris Piles and Overgrowth

A total of eleven debris piles or overgrown vegetation areas were noted in the field analysis. These pose potential fire hazards and can harbor rodents or vermin that carry disease.



Floodplain

The eastern portion of the study is in the 100- or 500-year floodplain. Thus, posing unsafe conditions for humans or structures in the area during a flooding event.

Debris

Debris piles were noted in the field survey. These can endanger life or property by harboring rodents and vermin which carry diseases or can pose a potential fire hazard.

Transportation

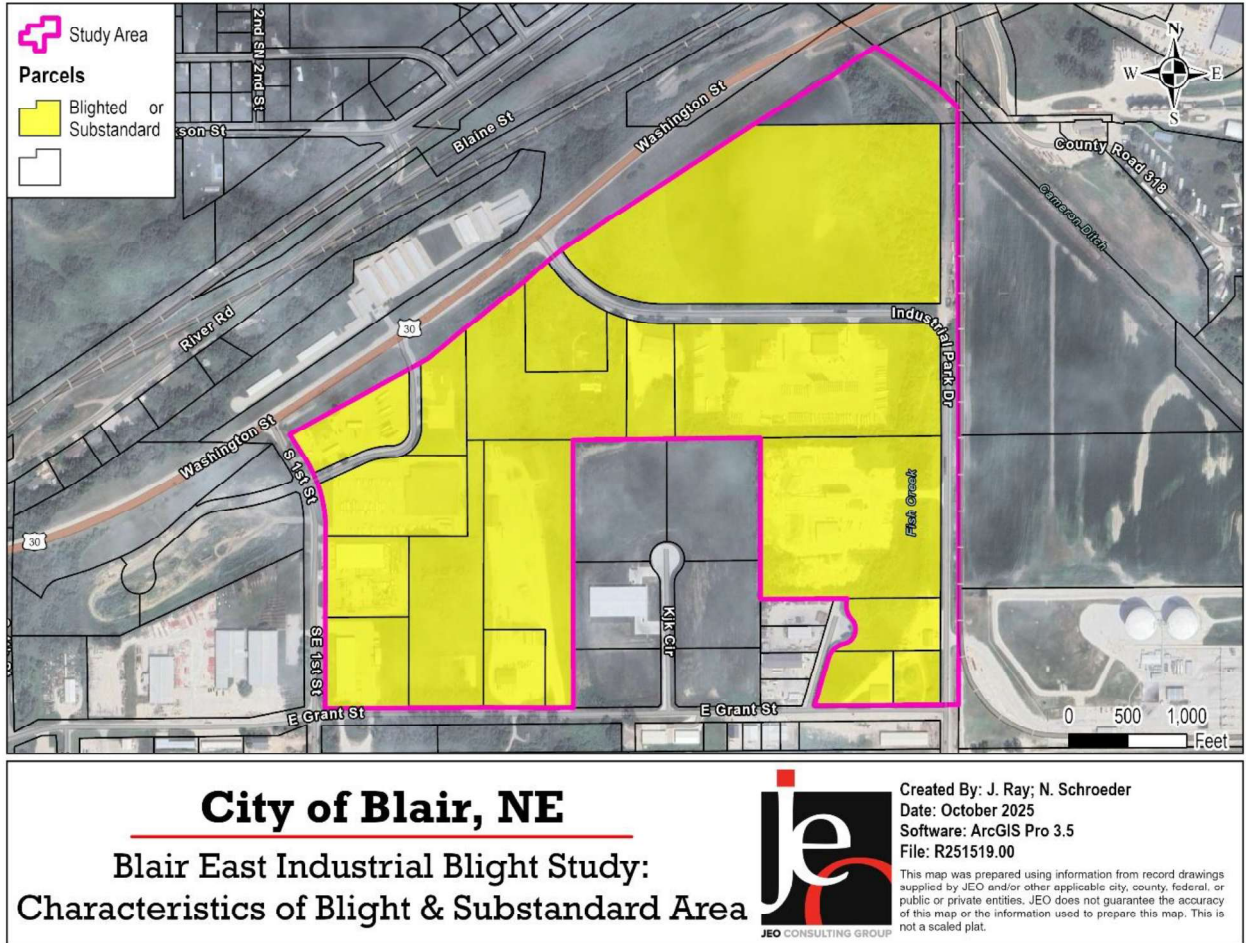
The lack of sidewalks throughout the study area and broken and displaced pavement in the study area pose hazards to vehicles and pedestrians via potholes, tripping hazards, or conflicts with vehicles by walking in the roadway.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

The combination of these factors is considered significant and a contributing factor.

Figure 6: Parcels Showing Blight and Substandard Criteria



Blighted and Substandard Findings

The East Industrial Area Blight Study Area has many items contributing to the bright and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has a myriad of items that were considered beyond the remedy and control of the normal regulatory process of the City of Blair or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

Table 1: Summary Matrix

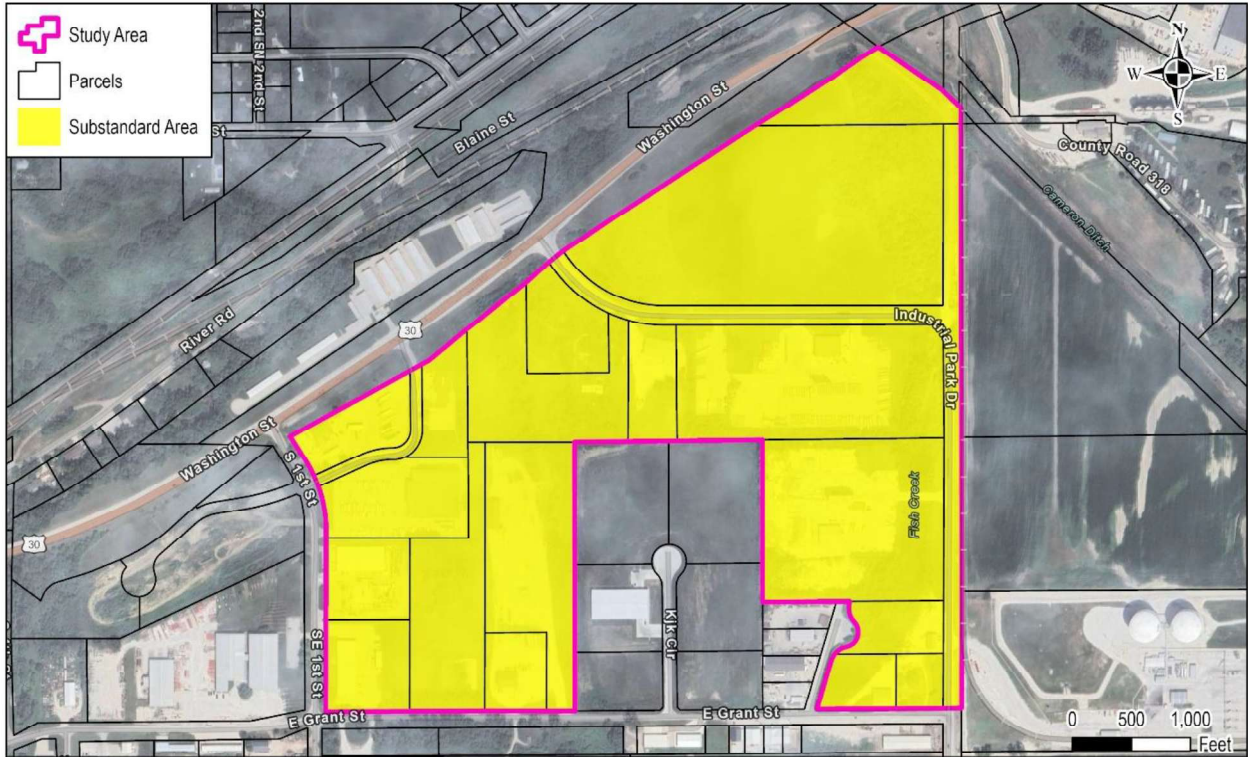
Criteria	
Structure condition	Yes
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	No
Tax special assessment	No
Titles conditions	No
Obsolete platting	No
Endanger life/property	Yes
Any combination	Yes
Age of structure	Yes
BLIGHT TOTALS	8/12
Exterior inspection of structures	Yes
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
SUBSTANDARD TOTALS	3/4
TOTALS	11/16

Conclusion

Approximately two-thirds of the criteria conditions within the East Industrial Area were observed during the field survey or analysis which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the East Industrial Area Blight Study Area, and as such, parcels within the boundaries of the East Industrial Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the East Industrial Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Blair and the Community Development Agency. The City of Blair should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the East Industrial Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Figure 7 Recommended Blight and Substandard Designation



City of Blair, NE

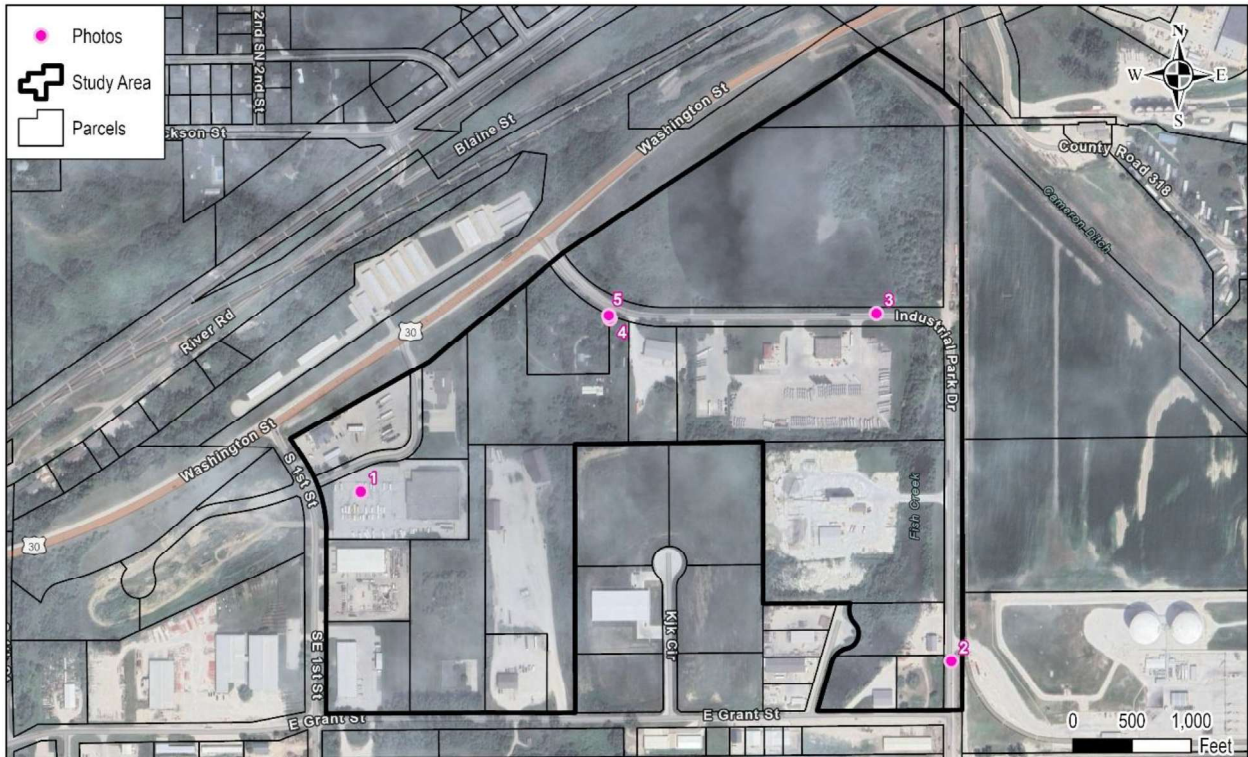
Blair East Industrial Blight Study: Recommended Blight & Substandard Area



Created By: J. Ray; N. Schroeder
Date: October 2025
Software: ArcGIS Pro 3.5
File: R251519.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

**Appendix A
Photo Exhibit**



City of Blair, NE

Blair East Industrial Blight Study: Photo Guide



Created By: J. Ray; N. Schroeder
Date: October 2025
Software: ArcGIS Pro 3.5
File: R251519.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

Location 1



Location 2



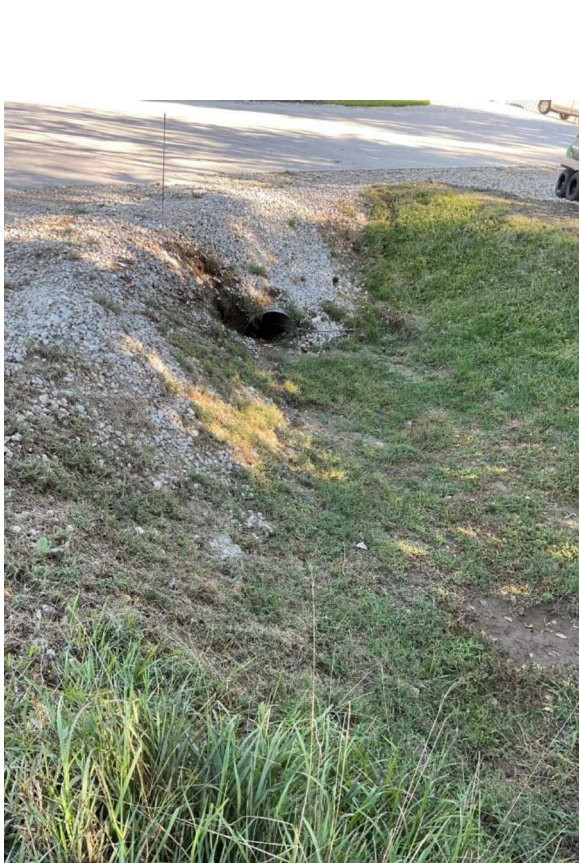
Location 3



Location 3



Location 4







Location 5



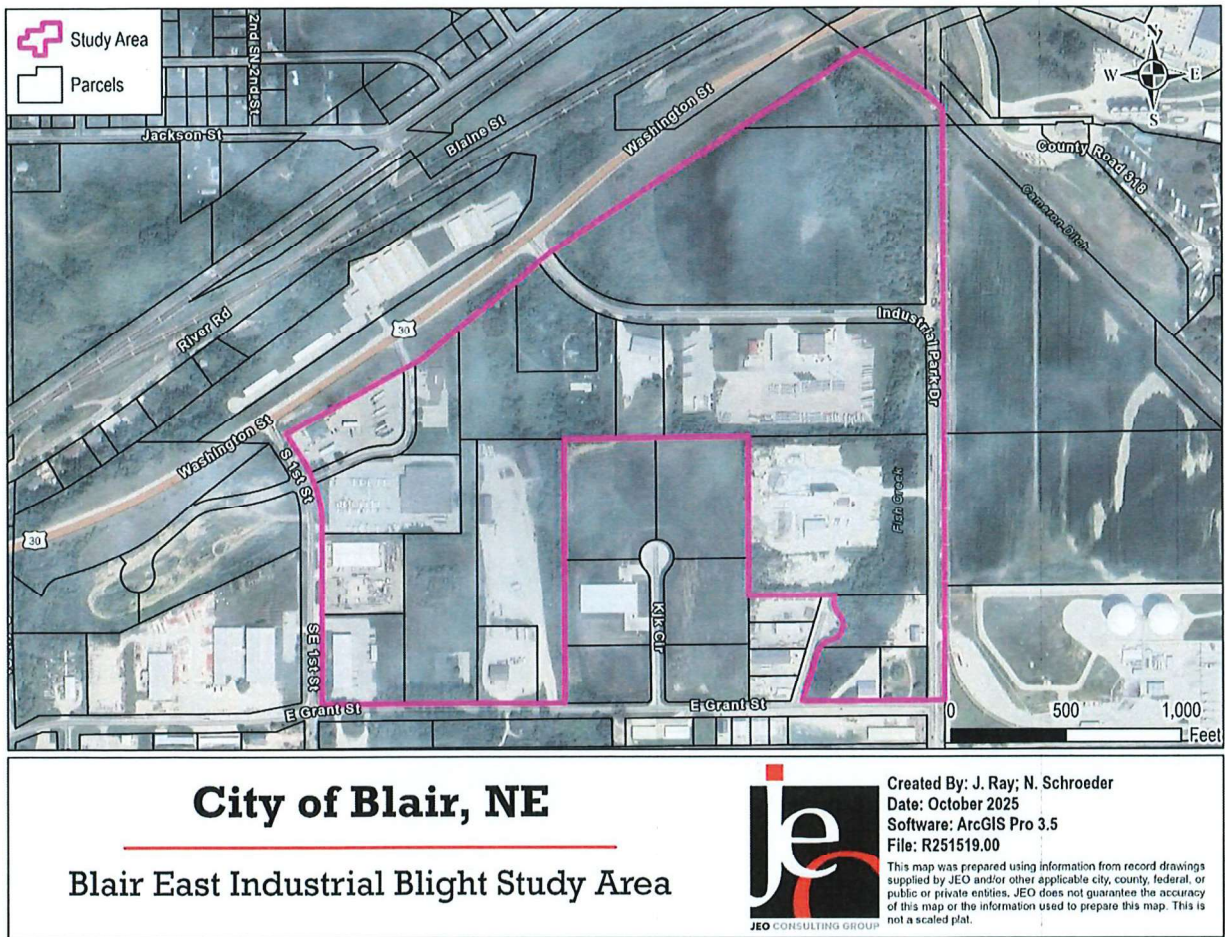
Designated Study Area

The designated study area is in and partially outside the current Corporate Limits of the City of Blair. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities in the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

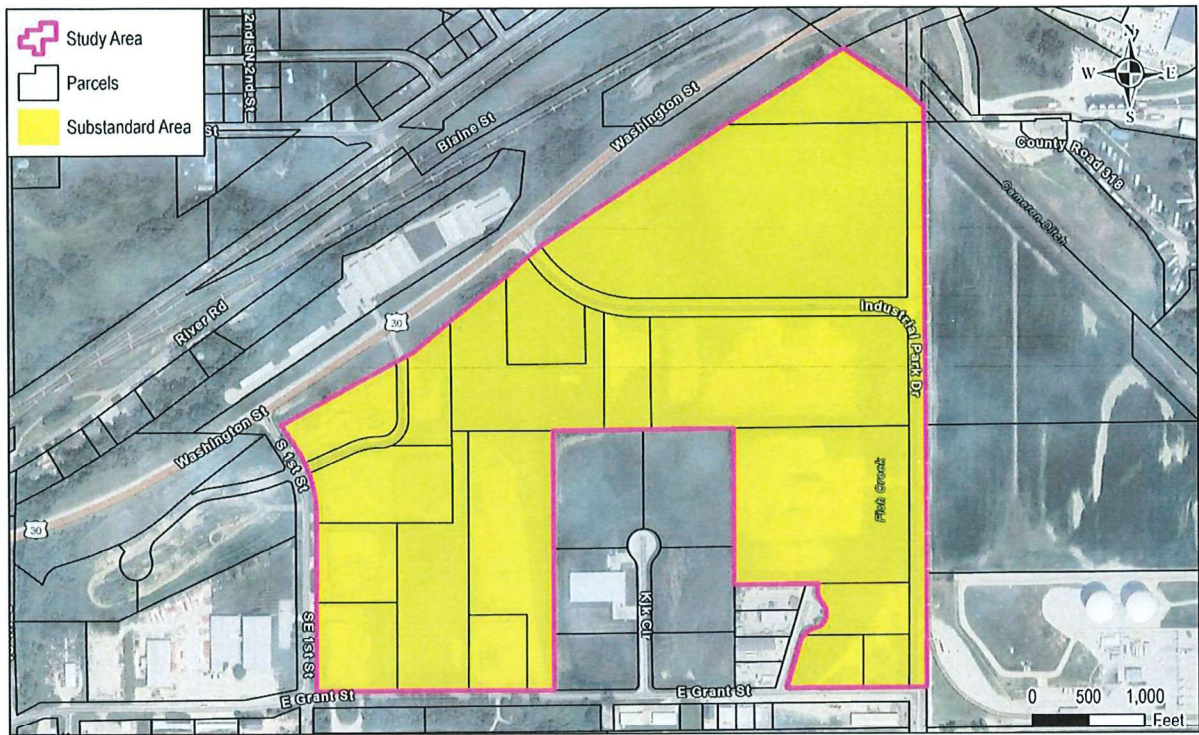
The study area as identified can be found in Figure 1. For this study, the study area will be known as the “Designated Study Area” which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



A portion of the designated study area is located outside but adjacent to the corporate limits of the City of Blair and within the City’s extra-territorial jurisdiction. Because this portion of the designated study area is not yet located within the corporate limits, the area or portions thereof will need to be annexed to be included in the Community Development Agency’s area of operation to become eligible for Tax Increment Financing, as specific projects make application to the CDA for a redevelopment project.

Figure 7 Recommended Blight and Substandard Designation



City of Blair, NE

Blair East Industrial Blight Study: Recommended Blight & Substandard Area



Created By: J. Ray; N. Schroeder
Date: October 2025
Software: ArcGIS Pro 3.5
File: R251519.00

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RESOLUTION NO. 2026

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, it is desirable and in the public interest that the City of Blair, Nebraska, a municipal corporation, undertake and carry out redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, Chapter 18, Article 21, Nebraska Reissue Revised Statutes, known as the Community Development Law, prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, Neb. Rev. Stat. Section 18-2109, as amended, requires that, prior to the preparation by the community development agency of a City of a redevelopment plan for a redevelopment project, the Mayor and City Council as governing body of the City, by resolution, shall find and determine that the area is a substandard and blighted area in need of redevelopment as defined in said Community Development Law; and

WHEREAS, on March 24, 2026 at 7:00 p.m., a Meeting of the Mayor and City Council of the City of Blair, Nebraska, was held in the city council chambers of the City of Blair in order to conduct a public hearing to determine whether certain areas of the City should be declared to be substandard and blighted and in need of redevelopment, as defined in and pursuant to the Community Development Law; and

WHEREAS, a Notice of Public Hearing was published in the Enterprise, a legal newspaper published in Blair, Nebraska, on March 3, 2026 and March 10, 2026, which was at least ten (10) days prior to the time of the public hearing, which Notice of Public Hearing described the time, date, place, and purpose of the hearing and specifically identified the area to be considered as substandard and blighted and in need of redevelopment; and

WHEREAS, on March 3, 2026, which date was at least ten (10) days prior to the Public Hearing, the City mailed notice of the Public Hearing by certified United States Mail, postage prepaid, to all registered neighborhood associations whose area of representation is located in whole or in part within a one-mile radius of the area to be redeveloped and to the President or Chairperson of the governing body of each county, school district, community college, educational service unit, and natural resources district in which the real property to be affected by such determination, which notice set out the time, date, place, and purpose of the Public Hearing and included a map of sufficient size to show the area to be affected; and

WHEREAS, at such Meeting the Public Hearing was conducted, and all interested parties were afforded a reasonable opportunity to express their views respecting the designation of such area as substandard and blighted and in need of redevelopment, and the Mayor and City Council reviewed and discussed a Blight and Substandard Determination Study previously prepared by *JEO Consulting Group, Inc*; and

WHEREAS, the Mayor and City Council submitted the question of whether the area in

question is substandard and blighted and in need of redevelopment to the Planning Commission of the City of Blair for its review and recommendation prior to the Meeting and the Public Hearing on March 3, 2026 and the Mayor and City Council reviewed and discussed recommendations received from the Planning Commission; and

WHEREAS, the Mayor and City Council desire to determine whether the specific area is substandard and blighted and in need of redevelopment in accordance with the Nebraska Community Development Law.

NOW, THEREFORE, BE IT RESOLVED, by the City of Blair, Washington County, Nebraska, that the following area located in the City of Blair, Washington County, Nebraska, more particularly described as follows, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF TAX LOT 274 OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TAX LOT 274, A DISTANCE OF 389 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 1, INDUSTRIAL POINT SUBDIVISION; THENCE NORTHERLY ALONG THE WESTTERLY LINE OF SAID LOT 1, A DISTANCE OF 348 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 3, EASTGATE PLAZA; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID EASTGATE PLAZA, A DISTANCE OF 464 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 1, OF SAID EASTGATE PLAZA AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 672 FEET MORE OR LESS; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 208 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 2, OF SAID EASTGATE PLAZA; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 448 FEET MORE OR LESS TO THE NORTHERLY CORNER OF TAX LOT 264 OF SAID SECTION 7; THENCE NORTHEASTERLY, A DISTANCE OF 80 FEET MORE OR LESS TO THE SOUTHWESTERLY CORNER OF TAX LOT 263 OF SAID SECTION 7; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 30, A DISTANCE OF 968 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TAX LOT 263; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30, A DISTANCE OF 617 FEET MORE OR LESS TO THE SOUTHWESTERLY BANK OF FISH CREEK; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY BANK OF FISH CREEK, A DISTANCE OF 332 FEET MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTHEASTERLY CONTINUING ALONG THE SOUTHWESTERLY BANK OF FISH CREEK, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTHERLY ON A LINE BEING PARALLEL WITH AND 66 FEET EAST OF SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 78 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY

ALONG SAID SOUTH LINE, A DISTANCE OF 14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INDUSTRIAL PARK DRIVE; THENCE SOUTHELRY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2,470 FEET MORE LESS TO THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET; THENCE WESTERLY ALONG THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A DISTANCE OF 80 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 7, ERIKSON SUBDIVISION; THENCE WESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A DISTANCE OF 535 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 6, ERIKSON SUBDIVISION AND THE EASTERLY RIGHT OF WAY LINE OF WETLANDS ROAD; THENCE NORTHEASTERLY ALONG THE EASTERLY RIGHT OF EAY LINE OF WETLANDS ROAD, A DISTANCE OF 533 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 8, ERIKSON SUBDIVISION AND THE SOUTHERLY LINE OF TAX LOT 261 OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TAX LOT 261, A DISTANCE OF 367 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID TAX LOT 261; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TAX LOT 261, A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TAX LOT 261; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF TAX LOTS 188 AND 189 OF SAID SECTION 7, A DISTANCE OF 567 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TAX LOT 265 OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF TAX LOT 265, A DISTANCE OF 229 FEET MORE OR LESS TO THE NORTHEAST CORNER OF TAX LOT 273 OF SAID SECTION 7; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TAX LOT 273, A DISTANCE OF 1,138 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID TAX LOT 273; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF TAX LOTS 272 AND 273, A DISTANCE OF 384 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 2, INDUSRRIAL POINT SUBDIVISION; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 318 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TAX LOT 274 OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TAX LOT 274, A DISTANCE OF 355 FEET MORE OR LESS TO THE POINT OF BEGINNING;

is hereby declared to be a substandard area in need of redevelopment pursuant to the Community Development Law, in that conditions which now exist in said area meet the criteria set forth in Neb. Rev. Stat. § 18-2103(10) as described and set forth in the Blight and Substandard Determination Study received by the City; and

BE IT FURTHER RESOLVED that the above described area is hereby declared to be a blighted area in need of redevelopment pursuant to the Community Development Law, in that conditions which now exist in said area which meet one or more of the factors set forth in Neb. Rev. Stat § 18-2103(11)(a) and at least one of the factors set forth in (i) through (iv) of Neb. Rev. Stat § 18-2103(11)(b) as described and set forth in the Blight and Substandard Determination Study received by the City; and

BE IT FURTHER RESOLVED that such substandard and blighted condition is

beyond the remedy and control solely be regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Community Development Law, and the elimination of said substandard and blighted condition under the authority of the Community Development Law is hereby found to be a public purpose and declared to be in the public interest; and

BE IT FURTHER RESOLVED that it is hereby found and determined that such substandard and blighted area is in need of redevelopment and is an eligible site for a redevelopment project under the provisions of the Community Development Law.

This Resolution shall be published and shall take effect as provided by law.

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 ADOPTED THIS 24TH DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA

MELINDA K RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss
COUNTY OF WASHINGTON)

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 at a regular meeting of the Mayor and City Council of said City held on the 24th day of March 2026.

BRENDA WHEELER, City Clerk

ORDINANCE NO.

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE REZONING TAX LOTS 19, 20, AND 21, BLOCK 56, IN THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA, TOGETHER WITH THE VACATED STREET RIGHT-OF-WAY OF GRANT STREET, REZONING THE LOTS FROM RMH—MULTI-FAMILY RESIDENTIAL HIGH DENSITY DISTRICT TO CCB—CENTRAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

SECTION 1. That the zoning designation of tax lots 19, 20, and 21, Block 56., City of Blair, Washington County, Nebraska, together with part of vacated street right-of-way of Grant Street, be amended from RMH—Multi-Family Residential High Density District to CCB—Central Business District, as shown in **EXHIBIT A**.

SECTION 2. Be if further ordained by the Mayor and City Council of the City of Blair that the official zoning maps of the City of Blair be changed to reflect the zoning as established hereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and following the passage and publication hereof as required by law.

PASSED AND APPROVED ON THE 24th DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA

BY:

MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Ordinance was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24th day of March 2026.

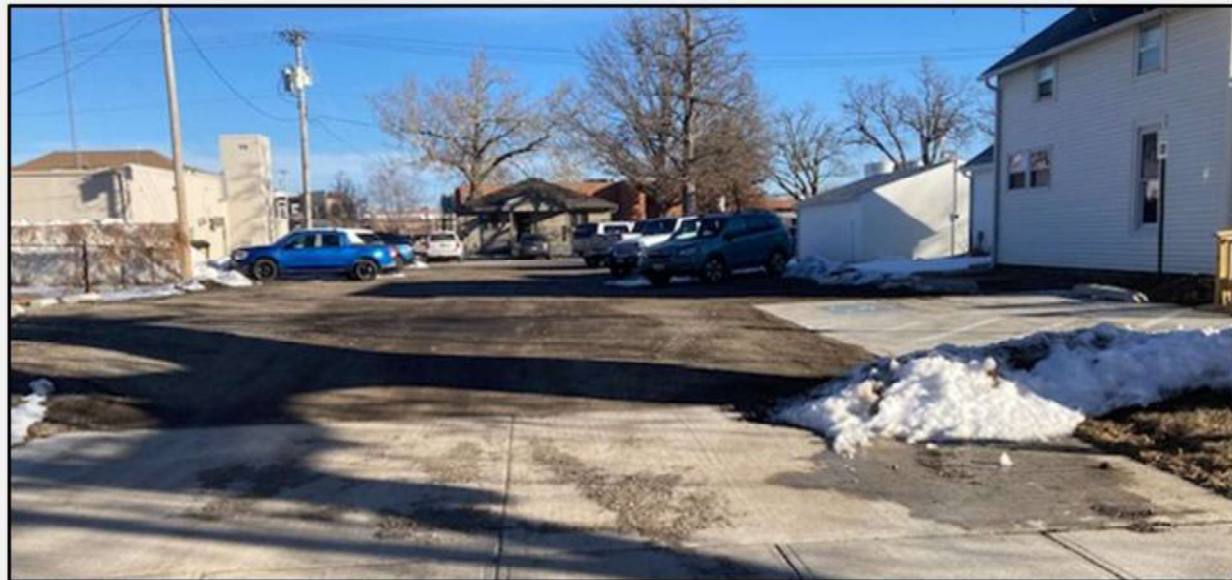
BRENDA WHEELER, CITY CLERK



1526 & 1516 Grant Streets and Lot 21, Block 15 (vacant corner lot)



Lots 19, 20 &
21, Block 56,
Blair



Proposed Zoning: CCB – Central Business District



Permitted Uses in RMH

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

- (1) Single-family dwellings;
- (2) Attached single family dwellings;
- (3) Two family dwellings;
- (4) Residential condominiums pursuant to Section 1116.
- (5) Multiple-family dwellings with forty-eight (48) or fewer living units.
- (6) Churches, parsonages and other religious institutions.
- (7) Row crop agricultural production (planting, fertilizing, harvesting) or alfalfa / feed grass production on parcels which have been regularly used for such production prior to January 1, 2011. No parcel in this zoning district shall be switched to this Use from a different use. Parcels three (3) acres or larger may continue with this Use and other Permitted or Excepted Uses with a minimum separation of fifty (50) feet from any other Use.

Permitted Uses in CCB

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

- (1) Offices;
- (2) Retail stores and service establishments which supply commodities or provide services primarily to meet the needs of residents of the trade area including: (more than 50 uses such as antique stores, offices, to variety stores.)
- (3) Row crop agricultural production (planting, fertilizing, harvesting) or alfalfa/feed grass production on parcels which have been regularly used for such production prior to January 1, 2011. No parcel in this zoning district shall be switched to this Use from a different use. Parcels three (3) acres or larger may continue with this Use and other Permitted or Excepted Uses with a minimum separation of fifty (50) feet from any other Use.



FLUM – Future Land-Use Map - Commercial



Current Zoning Map - Multi-Family Residential High Density

SECTION 705 RMH MULTI-FAMILY RESIDENTIAL HIGH DENSITY DISTRICT

705.01 INTENT: This district is intended primarily to provide living areas within the City where development is limited to high density concentrations or multiple-family dwellings and single family dwellings which are compatible in character and density with the multiple-family residential environment where regulations are designed to accomplish the following; to promote and encourage a suitable environment for family life; to provide space for community facilities needed to compliment urban residential areas and for institutions which require a residential environment; to minimize traffic congestion and to avoid the overloading of utilities and public facilities designed to service only residential and residential service uses in accord with standards of the comprehensive plan.

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

- (1) Single-family dwellings;
- (2) Attached single family dwellings;
- (3) Two family dwellings;
- (4) Residential condominiums pursuant to Section 1116.
- (5) Multiple-family dwellings with forty-eight (48) or fewer living units.
- (6) Churches, parsonages and other religious institutions.
- (7) Row crop agricultural production (planting, fertilizing, harvesting) or alfalfa / feed grass production on parcels which have been regularly used for such production prior to January 1, 2011. No parcel in this zoning district shall be switched to this Use from a different use. Parcels three (3) acres or larger may continue with this Use and other Permitted or Excepted Uses with a minimum separation of fifty (50) feet from any other Use.

705.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted:

- (1) Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as exceptions.

705.04 EXCEPTIONS: After the provisions of this Ordinance relating to exceptions have been fulfilled, the City Council may permit the following conditional uses as exceptions in the RMH Multi-Family Residential High Density District in accordance with ARTICLE 14 of this Ordinance:

- (1) Home occupations and home professional offices;
- (2) Public and quasi-public uses of an educational, recreational or religious type including public

and parochial elementary schools, junior high schools and colleges; nursery schools; private and nonprofit schools and colleges; public parks, public playgrounds;

(3) Public and private charitable institutions;

(4) Public uses of an administrative, public service or cultural type including city, county, state or federal administrative centers and courts, libraries, museums, art galleries, police and fire stations and other public buildings, structures and facilities;

(5) Cemeteries, with or without columbarium;

(6) Electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and/or elevated pressure tanks;

(7) Convalescent, nursing and rest homes;

(8) Boarding and rooming houses;

(9) Hospitals, medical and dental clinics and other medical and health facilities;

(10) Professional offices;

(11) Mortuaries, funeral homes and funeral chapels;

(12) Signs subject to SECTION 1114 of this Ordinance;

(13) Family day care home, not operated within a private dwelling, group day care home, or day care center;

(14) Multiple family dwellings with greater than forty-eight (48) living units;

(15) Parking lots.

705.05 CONDITIONS FOR GRANTING EXCEPTIONS: The requirements of ARTICLE 14 of this Ordinance shall apply as minimum requirements for granting exceptions in the RMH Multi-Family Residential High Density District.

705.06 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the RMH Multi-family Residential High Density District.

705.07 MINIMUM LOT REQUIREMENTS:

(1) The minimum lot area for single family dwellings shall be forty-eight hundred (4,800) square feet.

(2) The minimum lot area for a multiple-family dwelling unit: (2 units) = six thousand (6,000) square-feet. Each additional unit shall require one-thousand five hundred (1,500) square-feet per unit.

(3) Each lot shall have not less than forty (40) feet of frontage when a lot fronts on a cul de sac or loop street except any lot with a two-family dwelling or an attached single family-dwelling shall have not less than sixty (60) feet of frontage when a lot fronts on a cul de sac or loop street.

(4) The minimum width of each lot shall be sixty (60) feet. provided, however, the minimum lot requirement shall not apply to individual dwelling units of attached single-family dwellings.

(5) Each lot shall have a depth of not less than eighty (80) feet.

(6) Driveways shall have a maximum grade of ten (10) percent. Driveways and curb cuts shall be located not less than three (3) feet from the side lot line. Curb cuts for straight curbs and the flare for rolled curbs shall be three (3) feet wider than the driveway pavement on each side.

705.08 MINIMUM YARD REQUIREMENTS:

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

(2) Rear yard: The minimum rear yard of a principal structure shall be ten (10) feet, provided, however, if the principal structure is other than a single-family dwelling and the site abuts a residential district without separation by an alley, the minimum rear yard shall be fifteen (15) feet.

(3) Side yards: The minimum side yards of a principal structure shall be seven (7) feet.

- a. On the street side of a corner lot, side yards shall not be less than ten (10) feet.
- b. A side yard providing access to more than one dwelling unit shall be not less than ten (10) feet.
- c. The minimum side yard shall be nine (9) feet for any site adjacent to a RL Residential Low-Density District.
- d. Attached garages or attached carports fronting on the side yard of a corner lot shall be set back a minimum of twenty (20) feet from the sidewalk, or twenty (20) feet from the property line if no sidewalk exists, on a straight driveway approach, or fifteen (15) feet from the property line where the garage opening is perpendicular to the property line requiring a curved driveway approach.
- e. The side yard requirements as set forth herein shall not apply to the common fire walls and the line thereof extended to the front and rear property lines of attached single family dwellings or town houses.

(4) YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:

(A) Side yard –

- a. An accessory building may be located in the side yard as close as five (5) feet to the property line providing it is located between the rear building line of the principle building and the rear property line.

- b. Unattached garages may be located in the side yard adjacent to the primary structure, providing the design and construction of the garage are similar in style and color to the primary structure. The side-yard setback shall be seven (7) feet and the distance between the garage and the primary structure must be four (4) feet or more, with proper fire-resistant construction.
- c. No building shall be located within any easement or right-of-way
- d. Accessory buildings or carports fronting on the side yard of a corner lot shall be set back a minimum of twenty (20) feet from the sidewalk, or twenty (20) feet from the property line if no sidewalk exists, on a straight driveway approach, or fifteen (15) feet from the property line where the garage opening is perpendicular to the property line requiring a curved driveway approach.

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

(C) Rear Yard - Unless specifically permitted, no accessory building shall be located closer than five (5) feet from the rear property line and no accessory building shall be located within any easement or right-of-way along the rear property line. If the accessory building requires vehicular access perpendicular to an alley, a minimum fifteen (15) feet access driveway is required between said accessory building and the alley.

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

705.09 MAXIMUM LOT COVERAGE: The maximum lot coverage shall not exceed seventy (70) percent of the total lot area.

705.10 MAXIMUM HEIGHT: The height of all structures shall not exceed thirty-five (35) feet for the main structure, except multi-family dwellings shall not exceed sixty (60) feet. The size limitations for accessory structures shall be subject to the provisions of SECTION 1103 and SECTION 1105 of the Comprehensive Zoning Ordinance of the City of Blair, Nebraska.

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

705.12 OFF-STREET PARKING: Off-street parking shall be hard surfaced in conformance with the provisions of Section 204 of this Ordinance.

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

(END OF SECTION)

SECTION 802 CCB CENTRAL BUSINESS DISTRICT

802.01 INTENT: The intent of the CCB Central Business District is to provide a commercial area for those establishments serving the general shopping needs of the trade area and in particular, those establishments customarily oriented to the pedestrian shopper. The grouping of uses is intended to strengthen the central business area as the urban center of trade, service, governmental and cultural activities.

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

- (1) Offices;
- (2) Retail stores and service establishments which supply commodities or provide services primarily to meet the needs of residents of the trade area including:
 - Antique stores.
 - Apparel and accessory stores.
 - Art galleries.
 - Art supply and picture framing stores.
 - Automobile parts and supply stores; provided that no repair or installation service is performed on site; and further provided that no goods shall be stored or displayed for sale outside of the building.
 - Bakeries.
 - Banks, including drive-in banks and other lending agencies.
 - Barber and beautician services.
 - Beer, wine and alcoholic beverage establishments, on and off sale.
 - Bicycle shops.
 - Bookstores, rental libraries and reading rooms.
 - Bus depots and transit stations, provided that buses or other transit vehicles shall not be stored, serviced or repaired on site.
 - Camera, photographic supply stores.
 - Community buildings owned by public agencies.
 - Confectionery stores.
 - Convenience stores with sale of gasoline, provided that no repair service is performed on site.
 - Computer sales and service.
 - Cleaning and laundering drop-off/pick-up stores, provided that cleaning and laundering is not conducted on these premises.
 - Clothing and costume rental establishments.
 - Credit services, including loan offices.
 - Dental services.
 - Detached ATM banking facility.
 - Department stores.
 - Drapery, curtain and upholstery stores.
 - Drug and proprietary stores.
 - Eating places, indoor and outdoor.

Electrical appliance sales and repair stores.
Employment agencies.
Food stores, general retail.
Florist shops.
Furniture and home furnishings stores.
Garden supply stores and nurseries, provided that all equipment, supplies, merchandise and plants, shall be kept within a completely enclosed building provided that fertilizer of any type shall be stored and sold in packaged form only.
Gift, novelty and souvenir stores.
Hardware retail stores.
Health food stores.
Hobby and craft supply stores.
Hotels, motels and apartment hotels.
Household appliance and sales and repair shops.
Interior decorating shops.
Jewelry stores, including clock and watch repairing.
Laundry, self-service and cleaning establishments.
Leather goods and luggage stores.
Locksmiths.
Mail order businesses, retail and wholesale.
Massage and physical culture studios.
Medical and orthopedic appliance stores.
Music stores.
Music and dance studios.
Newspaper, printing and engraving shops.
Newsstands and magazines stores.
Office furniture and supplies, retail stores.
Office supply and business machine stores.
On-site signs, in accordance with provisions of section 1114.
Paint, glass and wallpaper stores, retail.
Parcel delivery services.
Parking lots, parking garages and other off-street parking facilities.
Pet and pet supplies stores.
Personnel and professional services.
Photography studios.
Printing and engraving services.
Plumbing, heating and ventilating equipment showrooms with storage of floor samples only.
Radio and television broadcast studios.
Sales and showrooms, including rental of equipment, provided all displays and merchandise are within the enclosed walls of the buildings.
Savings and loan associations.
Secondhand stores and pawnshops.
Secretarial, service and letter shops.
Shoe repair services.
Shoe sales, retail.
Signs, and outdoor advertising structures in accordance with provisions of SECTION 1114

of this Ordinance.
Sporting goods, retail and wholesale.
Stamp and coin stores.
Stationary stores.
Stores or shops for the sale of retail goods.
Tailor and dressmaking shops.
Telephone and telegraph exchange services.
Travel and tour agencies.
Utility offices and administrative services.
Variety stores.

(3) Row crop agricultural production (planting, fertilizing, harvesting) or alfalfa / feed grass production on parcels which have been regularly used for such production prior to January 1, 2011. No parcel in this zoning district shall be switched to this Use from a different use. Parcels three (3) acres or larger may continue with this Use and other Permitted or Excepted Uses with a minimum separation of fifty (50) feet from any other Use.

802.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted:

(1) Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as exceptions.

802.04 EXCEPTIONS: After the provisions of this Ordinance relating to exceptions have been fulfilled, the City Council may permit the following conditional uses as exceptions in the CCB Central Business District in accordance with ARTICLE 14 of this Ordinance.

- (1) Electrical distribution substations and gas regulator stations;
- (2) Public parks;
- (3) Private clubs and lodges;
- (4) Public buildings and grounds;
- (5) Single family dwellings residential uses (the minimum off street parking and loading requirements of Section 1111 may be waived for good cause shown);
- (6) Residences on the second floor or in the basement of commercial buildings (the minimum off street parking and loading requirements of Section 1111 may be waived for good cause shown);
- (7) Multi-family residential uses (the minimum off street parking and loading requirements of Section 1111 may be waived for good cause shown);
- (8) Assembly uses, such as Civic, social and fraternal associations; Churches and other religious

institutions; Recreation centers, indoor only; and Theaters, auditoriums, and assembly rooms;

- (9) Automotive, residential or commercial glass shop;
- (10) Other trade and service uses which are similar to the permitted principal uses and which are in harmony with the intent of this district.
- (11) Pet Services, as defined in Section 303.01, subject to the Nebraska Department of Agriculture's Rules and Regulations pertaining to commercial services for Dogs and Cats, as amended.

802.05 CONDITIONS FOR GRANTING EXCEPTIONS: The requirements of ARTICLE 14 of this Ordinance shall apply as minimum requirements for granting exceptions in the CCB Central Business District:

- (1) Where a site adjoins or is located access an alley from any R Residential District, a solid wall or fence, vine covered open fence or compact evergreen hedge six (6) feet in height shall be located on the property line common to such districts, except in a required front yard.
- (2) Open storage of materials attendant to a permitted use or conditional use shall be permitted only within an area surrounded or screened by a solid wall or fence six (6) feet in height, provided that no materials or equipment shall be stored to a height greater than that of the wall or fence.
- (3) All business, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and off-street loading areas, convenience stores, outdoor dining areas, garden shops, Christmas tree lots, bus depot and transit stations, and electric distribution substations.
- (4) No use shall be permitted and no process, equipment or materials shall be used which are found by the Governing Body to be objectionable to persons living or working in the vicinity by reason of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried waste, noise, vibrations, illumination, glare, or unsightliness or to involve any hazard of fire or explosion.

802.06 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the CCB Central Business District.

802.07 MINIMUM LOT REQUIREMENTS: No limitations.

802.08 MINIMUM YARD REQUIREMENTS:

- (1) Front yard: No limitations; provided that where a lot is abutting on property in any R Residential District and fronting on the same street, there shall be a minimum front yard of ten (10) feet.

(2) Rear yard: The minimum rear yard abutting a R Residential District shall be ten (10) feet.

(3) Side yard: The minimum side yard abutting a R Residential District shall be ten (10) feet.

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

802.09 MAXIMUM LOT COVERAGE: No limitations.

802.10 MAXIMUM HEIGHT: No structure shall exceed seventy-five (75) feet.

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

802.12 OFF-STREET PARKING: : Off-street parking is required per Section 1111. Properties located South of the alley of Blocks 35 through 39 and Block 46 and North of the alley of Blocks 44 through 48 are eligible to receive a waiver to the parking requirements granted by the City Council after a recommendation from the Planning Commission. Off-street parking shall be hard surfaced in conformance with the provisions of Section 204 of this Ordinance.

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

(END OF SECTION)

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Jeff Beiermann

From: Ladwig, Dave <dladwig@washingtoncountybank.com>
Sent: Monday, March 2, 2026 10:20
To: Jeff Beiermann
Subject: City of Blair Rezoning

Hi Jeff-

I met w/ Terry and our management team this morning and brought up the public hearing tomorrow night.

Just wanted to let you know that Washington County Bank is supportive of the proposed rezoning from RMH to CCB.

Thanks,

Dave Ladwig

Executive Vice President

402.426.2111 | Direct 402.533.0124

Fax 402.426.8177 | NMLS 631154
1523 Washington St | PO BOX 248 | Blair, NE 68008

dladwig@washingtoncountybank.com
wcbank.com



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ORDINANCE NO.

COUNCIL MEMBER - INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE REZONING TAX LOTS 197, 199, AND 200, SECTION 13, TOWNSHIP 18 NORTH, RANGE 11, ALL EAST OF THE 6TH P.M., IN THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA, REZONING THE LOTS FROM AG—AGRICULTURAL DISTRICT TO TA—TRANSITIONAL AGRICULTURAL DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

SECTION 1. That the zoning designation of tax lots 197, 199, and 200, Section 13, Township 18 North, Range 11, all East of the 6th PM, Washington County, Nebraska, together with part of vacated street right-of-way of Grant Street, be amended from AG—Agricultural District to TA—Transitional Agricultural District, as shown in **EXHIBIT A**.

SECTION 2. Be if further ordained by the Mayor and City Council of the City of Blair that the official zoning maps of the City of Blair be changed to reflect the zoning as established hereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and following the passage and publication hereof as required by law.

PASSED AND APPROVED ON THE 24th DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

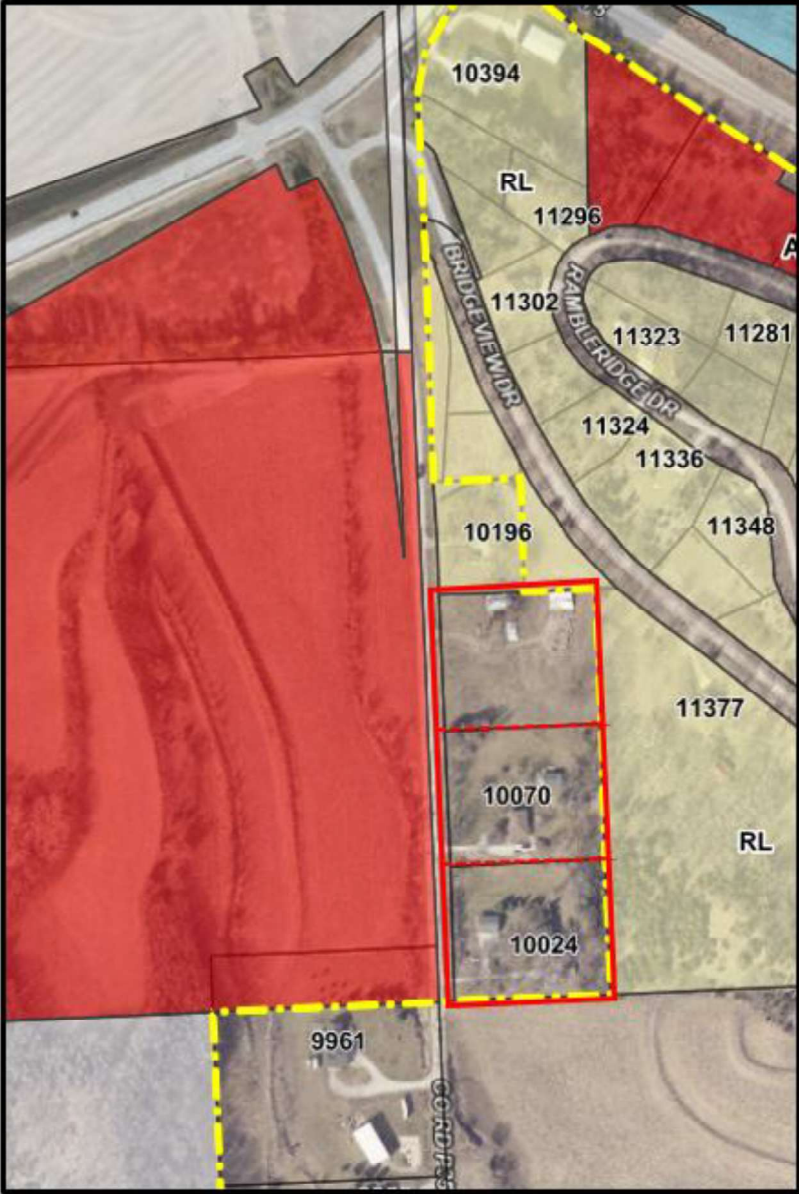
(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

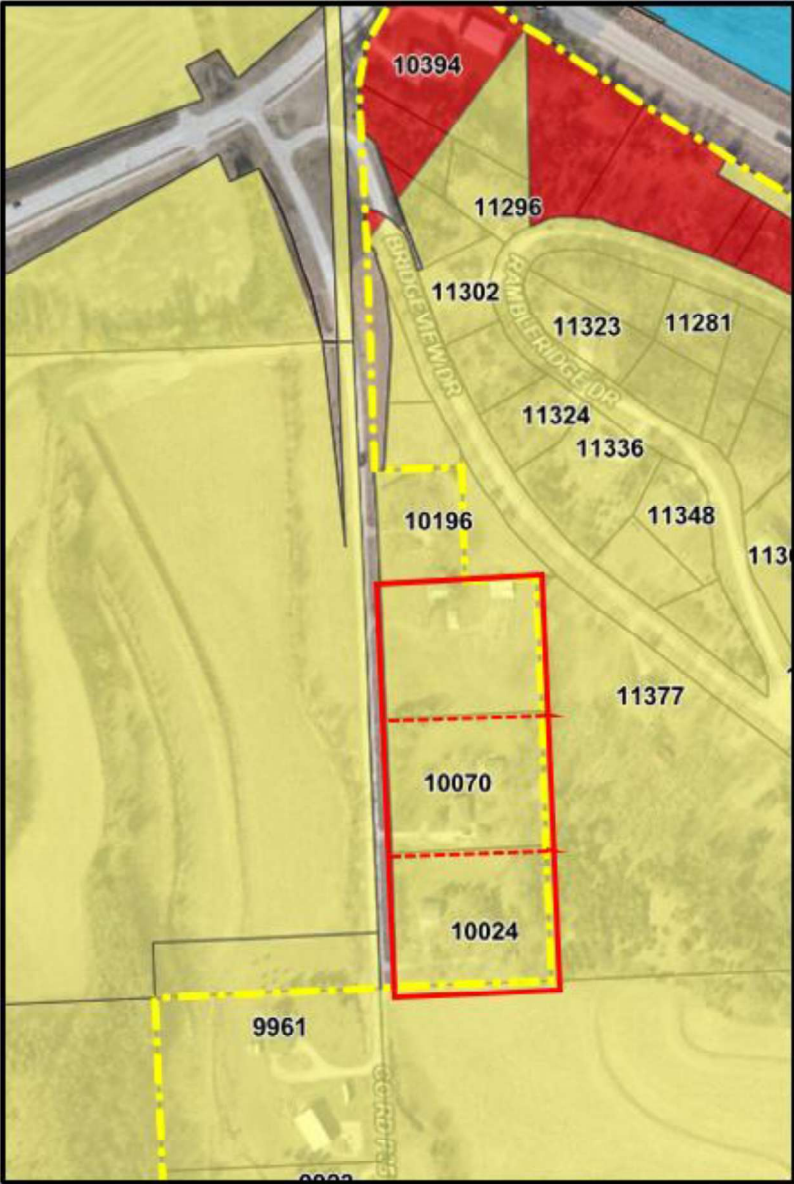
BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Ordinance was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24th day of March 2026.

BRENDA WHEELER, CITY CLERK

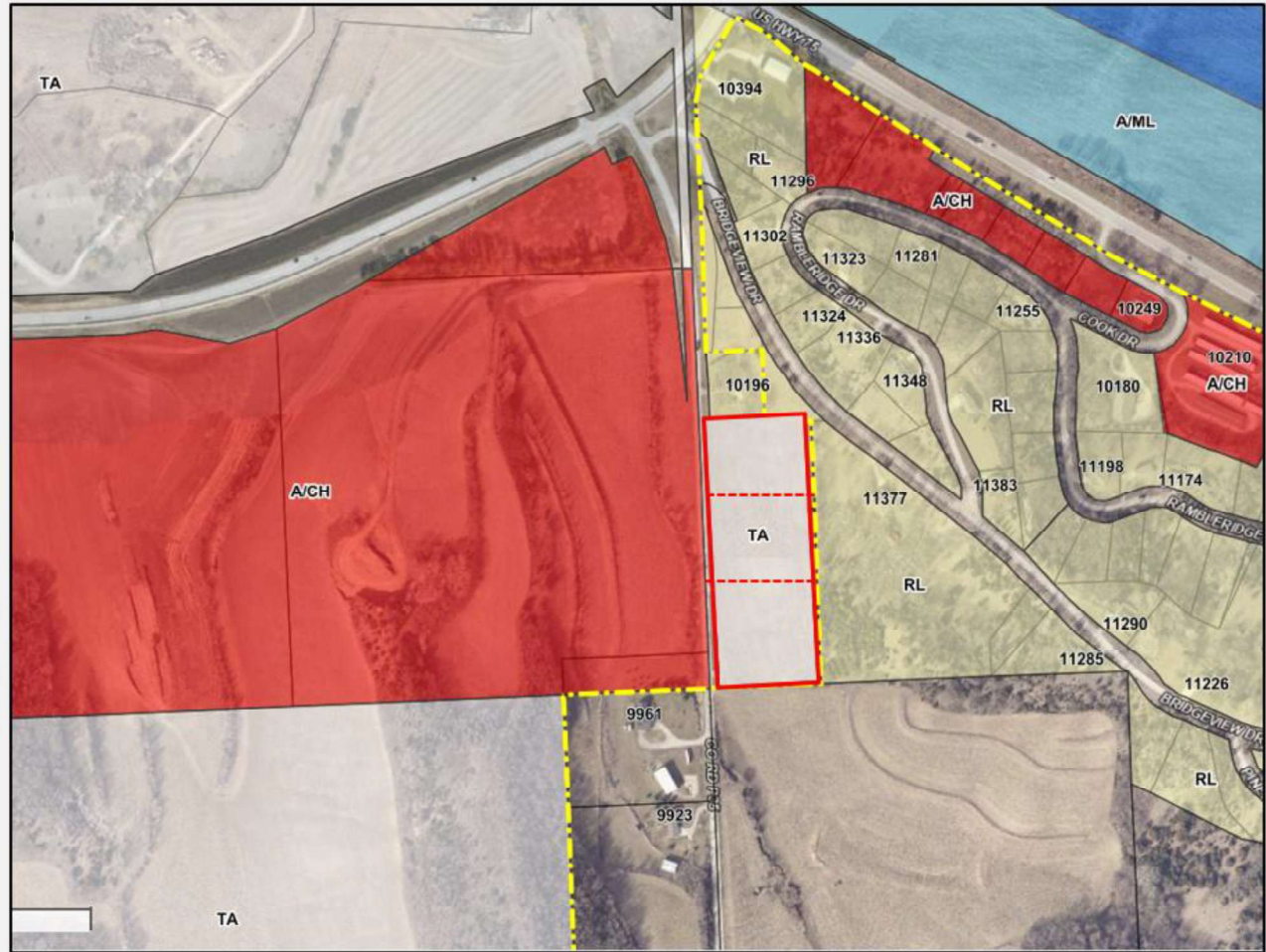
CURRENT ZONING MAP



FUTURE LAND-USE MAP



Proposed Zoning Map



A Rezoning Application submitted by the City of Blair, 218 S. 16th Street, Blair, Nebraska, for Lots 19, 20 & 21, Block 56, in the City of Blair, Washington County, Nebraska, together with that part of vacated street right-of-way of Grant Street (1526 & 1516 Grant Street and the empty lot on the northwest corner of Grant and 15th Street), rezoning the lots from RMH – Multi-Family Residential High Density District to CCB - Central Business District.

- The zoning district is currently AGG – General Agricultural District
- The request is for a change to the AGG – Transitional Agricultural District
- The Future Land-Use Map designates Commercial use.

TA Permitted Uses:

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

- (1) Any form of agriculture including the raising of crops, horticultural uses, animal husbandry, and poultry husbandry conforming to one animal unit per acre.
- (2) Single family dwellings.
- (3) Irrigation and flood control projects.
- (4) Signs subject to section 1114 of this ordinance.

Looking South of P35



SECTION 502 TA TRANSITIONAL AGRICULTURAL DISTRICT

502.01 INTENT. The intent of this district is to control expanded agricultural uses in areas that are urban and suburban in nature and are transitioning from agricultural uses to residential, commercial or industrial uses; to allow the continued use of land which is suitable for agriculture but limit any land uses that may be detrimental to normal community expansion. This district is for unplatted tax lots and undivided quarter-quarter sections only. Any existing use at the time of the application of this district shall remain per the City of Blair Zoning Regulations, Article 12: Nonconformance Uses. TA Districts may exist inside or outside the corporate city limits.

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

- (1) Any form of agriculture including the raising of crops, horticultural uses, animal husbandry, and poultry husbandry conforming to one animal unit per acre.
- (2) Single family dwellings.
- (3) Irrigation and flood control projects.
- (4) Signs subject to section 1114 of this ordinance.

502.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted.

- (1) Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as exceptions.
- (2) Roadside stands for the sale of agricultural produce grown on the site.

502.04 EXCEPTIONS: After the provisions of this Ordinance relating to exceptions have been fulfilled, the City Council may permit the following conditional uses as exceptions in the TA Transitional Agricultural District in accordance with Article 14 of this Ordinance.

- (1) Home occupations.
- (2) Single family residences, including mobile homes, for farm residents adjacent to the principal farm residence for occupation by relatives of consanguinity and marriage or for farmhands employed on the premises.
- (3) Family day care home, group day care home, or day care center.

502.05 CONDITIONS FOR GRANTING EXCEPTIONS: The requirements of ARTICLE 14 of this Ordinance, the following regulations shall apply as minimum requirements for granting exceptions in the TA Transitional Agricultural District.

(1) Any use involving a business, service or process not completely enclosed in a structure shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials not less than six (6) feet in height.

502.06 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the TA Transitional Agricultural District.

502.07 MINIMUM LOT REQUIREMENTS:

(1) The TA District is intended for unplatted tax lots and undivided quarter-quarter sections only.
(2) The minimum lot area for all uses prescribed in TA District shall be 10.01 acres, except for AGG lots of record being rezoned to TA or when a tract of at least three (3) acres is created as a result of the one lot split permitted after January 1, 1979 per Section 705 of the Blair Subdivision Regulations, and the second lot is greater than ten (10) acres.

(2) The minimum lot width at the front building line shall be three-hundred (300) feet.

502.08 MINIMUM YARD REQUIREMENTS:

(1) Front yard: There shall be a minimum front yard of not less than a depth of one-hundred twenty (120) feet from the center line of a Federal Aid-Primary or Federal Aid-Secondary designated street or highway of fifty (50) feet from the property line, whichever is greater. On all other streets or highways there shall be a minimum front yard of not less than fifty (50) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

(2) Rear yard: There shall be a minimum rear yard of not less than fifty (50) feet for agricultural accessory structures used for the rearing, breeding, sheltering, or keeping of livestock or other animals, including, but not limited to, cattle, swine, horses, sheep, goats, poultry, or domestic animals. Residential accessory structures shall have a rear yard setback of not less than twenty-five (25) feet.

(3) Side yard: There shall be a minimum side yard of not less than fifty (50) feet for agricultural accessory structures used for the rearing, breeding, sheltering, or keeping of livestock or other animals, including, but not limited to, cattle, swine, horses, sheep, goats, poultry, or domestic animals. Residential accessory structures shall have a side yard setback of not less than twenty-five (25) feet.

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

502.09 MAXIMUM LOT COVERAGE: The maximum lot coverage shall not exceed forty (40) percent of the total lot area.

502.10 MAXIMUM HEIGHT: The height of all structures shall not exceed thirty-five (35) feet.

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

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

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

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

502.13 UTILITY AND LOT AREA FOR RESIDENTIAL STRUCTURES PER SECTION 1107

(1) It shall be unlawful to occupy a residential structure or any building for living purposes that does not have an approved waste disposal system.

(2) No waste absorption field (septic tank, cesspools, etc.) shall be constructed any closer than twenty-five (25) feet from any adjacent property line.

(3) There shall be no waste absorption field located closer than fifty (50) feet from any other residential structure.

(4) There shall be no waste absorption field located closer than one-hundred (100) feet from a water well, provided, however, where geology and subsurface conditions and topography would indicate that seepage could reach the well supply, a greater distance shall be required.

(5) An individual residential waste absorption field shall contain a minimum of ten-thousand (10,000) square feet, exclusive of the area required by structure. The entire tract shall contain not less than twenty-thousand (20,000) square feet. If tract is less than two (2) acres, public water must be available.

(END OF SECTION)

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ARTICLE 5. AGG AGRICULTURAL DISTRICTS

The purposes and objectives of the Agricultural Districts are to preserve land best suited for agriculture from the encroachment of incompatible uses, to prevent the intrusion of urban development into agricultural areas which would make agricultural production uneconomical or impractical, to preserve in agricultural use land suited to eventual development in other uses until such time as streets, utilities and other community facilities may be provided or programmed as to ensure the orderly and beneficial conversion of these lands to nonagricultural use; to provide appropriate locations for certain types of establishments primarily serving agricultural producers; to permit the application of regulations to major agricultural areas of the City which will reflect basic physical differences and attractions among such areas.

SECTION 501 AGG GENERAL AGRICULTURAL DISTRICT

501.01 INTENT. The intent of this district is to recognize the transition between agricultural uses of land and the community; to encourage the continued use of that land which is suitable for agriculture, but limit any land uses that may be detrimental to normal community expansion.

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

(1) Any form of agriculture including the raising of crops, horticultural uses, animal husbandry, poultry husbandry and fisheries conforming to one animal unit per acre. Grain storage either publicly or privately owned, beyond 1,000 feet of the Blair corporate limits.

(2) Single family dwellings.

(3) Irrigation and flood control projects.

(4) Signs subject to section 1114 of this ordinance.

(5) Public utility and public service structures including electric transmission lines and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and reservoirs.

(6) Irrigation wells, water retention pits and silage bunkers, when in conformance with the following:

No irrigation wells, water retention pits, or re-use pits, or silage bunkers shall be located within thirty (30) feet from any public right-of-way except that at township, county, state, or federal road intersections, such wells, pits, or bunkers must be located no closer than seventy (70) feet from the nearest intersection of the public right-of-way.

(7) Windbreaks, when in conformance with the following: No windbreaks consisting of planted trees and/or shrubs shall be located within thirty (30) feet from any public right-of-way, except that at township, county, state, or federal road intersections, such windbreaks must be located no closer than seventy (70) feet from the nearest intersection of public right-of-way.

501.03 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted.

(1) Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as exceptions. In accordance with Section 1103.02(1), there is no limit to the number of permitted accessory buildings.

(2) Home occupations.

(3) Roadside stands for the sale of agricultural produce grown on the site.

501.04 EXCEPTIONS: After the provisions of this Ordinance relating to exceptions have been fulfilled, the City Council may permit the following conditional uses as exceptions in the AGG General Agricultural District in accordance with Article 14 of this Ordinance.

(1) Airports and heliports including crop dusting strips;

(2) Farm equipment service and repair; veterinary services; commercial auction yards and barns; bulk storage of petroleum products for distribution or direct sales to agricultural consumers;

(3) Public and quasi-public uses of an education, recreational, or religious type including public and parochial elementary schools, junior high schools, high schools and colleges; nursery schools, private nonprofit schools and colleges; churches, parsonages, and other religious institutions.

(4) Agricultural service establishments primarily engaged in performing agricultural, animal husbandry or horticultural services on a fee or contract basis; agricultural product milling and processing; commercial grain warehouses; establishments engaged in performing services such as crop dusting, fruit picking, grain cleaning, harvesting and plowing; farm equipment services and repair.

(5) Community facilities and institutions including monasteries, convents and other religious institutions; public and private philanthropic and charitable institutions; cemeteries; hospitals, sanitariums, nursing homes and rest homes; private, noncommercial clubs and lodges;

(6) Public uses of an administrative, public service or cultural type including city, county, state or federal administrative centers and courts, libraries, museums, art galleries, police and fire stations and other buildings, structures, and facilities;

(7) Penal institutions;

(8) Sewage treatment plants for primary and secondary treatment; public and private sanitary land fills; gravel plants and asphalt or concrete batch plants;

(9) Salvage yards;

(10) Dirt, soil, sand, gravel, and rock borrow pits and processing sites;

- (11) Boarding and training or breeding kennels;
- (12) Gas and oil wells;
- (13) Agricultural retail and wholesale establishments and grocery stores, service stations and restaurants for convenience of rural areas;
- (14) Commercial feedlots, as defined in Section 303.01, subject to the Department of Environmental Quality's Rules and Regulations pertaining to Livestock Waste Control, as amended.
- (15) Commercial auction yards and barns.
- (16) Single family residences, including mobile homes, for farm residents adjacent to the principal farm residence for occupation by relatives of consanguinity and marriage or for farmhands employed on the premises.
- (17) Family day care home, group day care home, or day care center.
- (18) Truck sales, both new and used.
- (19) Contractor yards.
- (20) Golf Courses and Driving Ranges.
- (21) Mobile Home Parks, Campgrounds.
- (22) Private or Public Covered Bridges. Since covered bridges may cross or be located along property lines, the Planning Commission and City Council may waive the Minimum Yard Requirements for Primary Buildings and Accessory Buildings as well as the Creeks/Water Course Setback Requirements as part of their consideration of the conditional use permit.

501.05 CONDITIONS FOR GRANTING EXCEPTIONS: The requirements of ARTICLE 14 of this Ordinance, the following regulations shall apply as minimum requirements for granting exceptions in the AGG General Agricultural District.

- (1) Airport sites shall be so situated that the airport hazard area defined by the Nebraska Department of Aeronautics shall not include any existing obstruction regardless of public or private ownership of the airport.
- (2) Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from any Residential District, shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials not less than six (6) feet in height if the Governing Body finds said use to be unsightly.
- (3) Commercial feedlots are not allowed within one (1) mile of the City of Blair's corporate limits.

No commercial feedlot shall be located within one-thousand (1,000) feet of an existing residential structure other than that of the owner, operator or employee of the feedlot, nor shall a residential structure other than that of the owner, operator, or employee be located within one-thousand (1,000) feet of an existing feedlot.

(4) No salvage or wrecking yard shall be located within five-hundred (500) feet of any public right-of-way or within one thousand (1,000) feet of any Residential District. Salvage and wrecking yards shall be screened on all sides by a solid fence or masonry wall or a compact growth of natural plant materials not less than eight (8) feet in height.

(5) For borrow pits, the owner must submit grading plans(s) showing final grades, amounts, and material to be removed, method and direction of hauling, sediment control plan to restrict materials from washing on to or into public and/or private property, final seeding specifications, proposed dust and other airborne debris control plan, and a time table necessary for completion of the work.

(6) Borrow area containing 20,000 square feet or more must submit a grading plan showing final grades, amount of material to be moved, a sediment control plan to restrict materials from eroding from the property, seeding specifications, and a time table necessary for completion of the work.

501.06 PROHIBITED USES AND STRUCTURES: All other uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the AGG General Agricultural District.

501.07 MINIMUM LOT REQUIREMENTS:

(1) The minimum lot area for all uses prescribed in AGG District shall be ten (10) acres, except when a tract of at least three (3) acres is created as a result of the one lot split permitted after January 1, 1979 per Section 705 of the Blair Subdivision Regulations, and the second lot is greater than ten (10) acres.

(2) The minimum lot width at the front building line shall be three-hundred (300) feet.

501.08 MINIMUM YARD REQUIREMENTS:

(1) Front yard: There shall be a minimum front yard of not less than a depth of one-hundred twenty (120) feet from the center line of a Federal Aid-Primary or Federal Aid-Secondary designated street or highway of fifty (50) feet from the property line, whichever is greater. On all other streets or highways there shall be a minimum front yard of not less than fifty (50) feet from the property line. These yard requirements shall apply to any yard abutting a public street or highway regardless of the lot being an interior or corner lot.

(2) Rear yard: There shall be a minimum rear yard of not less than a depth of fifty (50) feet; provided, however, residential accessory structures and agricultural accessory structures, other than those that are used for the rearing, breeding, sheltering, or keeping of livestock or other animals, including, but not limited to, cattle, swine, horses, sheep, goats, poultry, or domestic animals, may have a rear yard setback of not less than twenty-five (25) feet.

(3) Side yard: There shall be a minimum side yard of not less than fifty (50) feet; provided, however, residential accessory structures and agricultural accessory structures, other than those that are used for the rearing, breeding, sheltering, or keeping of livestock or other animals, including, but not limited to, cattle, swine, horses, sheep, goats, poultry, or domestic animals, may have a side yard setback of not less than twenty-five (25) feet.

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

501.09 MAXIMUM LOT COVERAGE: No limitation.

501.10 MAXIMUM HEIGHT: No limitation.

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

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

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

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

501.13 UTILITY AND LOT AREA FOR RESIDENTIAL STRUCTURES PER SECTION 1107

(1) It shall be unlawful to occupy a residential structure or any building for living purposes that does not have an approved waste disposal system.

(2) No waste absorption field (septic tank, cesspools, etc.) shall be constructed any closer than twenty-five (25) feet from any adjacent property line.

(3) There shall be no waste absorption field located closer than fifty (50) feet from any other residential structure.

(4) There shall be no waste absorption field located closer than one-hundred (100) feet from a water well, provided, however, where geology and subsurface conditions and topography would indicate that seepage could reach the well supply, a greater distance shall be required.

(5) An individual residential waste absorption field shall contain a minimum of ten-thousand (10,000) square feet, exclusive of the area required by structure. The entire tract shall contain not less than twenty-thousand (20,000) square feet. If tract is less than two (2) acres, public water must be available.

(END OF SECTION)

Good evening and thank you for the opportunity to speak with you tonight.

My name is **Baylor Barrow**, and I am a 17-year-old Life Scout with **Troop 145, sponsored by Arlington Community Church**, working toward the rank of Eagle Scout. To earn this rank, I am required to plan, develop, and lead a service project that provides a meaningful and lasting benefit to the community. I am here this evening to respectfully request authorization to complete my Eagle Scout Service Project in partnership with the City of Blair.

My proposed project is a **Downtown Beautification and Recycling Project**, completed under the guidance of **Mrs. Betsy Anderson**, Master Gardener and president of the Blair Parks Board. The purpose of this project is to transplant overgrown decorative plants from locations along Main Street to several pocket parks throughout Blair, including the new **Art Alley** downtown.

Several decorative plantings downtown have become overgrown and require maintenance. Rather than removing and discarding these plants, this project focuses on reusing and relocating them to enhance public green spaces across our city. By moving these plants to areas such as Art Alley and other pocket parks, we can add natural beauty to spaces where families gather, events are held, and visitors experience Blair.

As our nation approaches its **250th Birthday celebration**, this project contributes in a small but meaningful way by improving community gathering spaces like Art Alley and our pocket parks. Beautifying these public areas helps prepare them for events, visitors, and celebrations that bring our community together.

I will lead a team of approximately 4 to 8 volunteers, including Scouts and community members. All plant selections and planting sites will be approved in advance, and transplanting will follow best practices under Mrs. Anderson's direction to help ensure long-term success.

I have previously worked as a **summer employee in the City of Blair Parks Department**, which has given me a strong appreciation for our parks and the staff who maintain them. That experience has taught me the importance of safety, planning, and maintaining city standards, and I am applying those lessons to this project.

Adult supervision will be present at all times, volunteers will receive safety instructions, and we will only dig in approved areas using hand tools. All sites will be cleaned and restored once work is complete, and ongoing maintenance will remain part of the City's regular parks schedule.

I respectfully request approval from the City Council to move forward with this project. Thank you for your time, for your leadership, and for your continued commitment to keeping Blair a community we are proud to call home. I would be happy to answer any questions you may have.

ESTIMATE

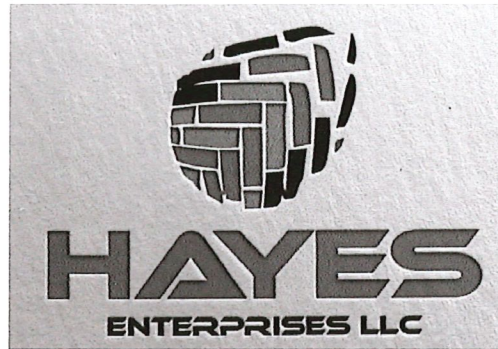
DATE

EST4944

02/19/2026

TOTAL

USD \$2,982.50



Hayes Enterprises LLC

Justin Hayes

4772 Trail Ridge Rd. Blair, NE 68008

4026990915

hayesenterprises01@gmail.com

TO

Blair Depot

Jon Stewart / Dawn Nielsen

Lions Park

☎ 4024274448

☎ 4025338506

DESCRIPTION	AMOUNT
Sand / Refinish (3 coats Oil based finish in Satin)	\$5.50 x 415
	\$2,282.50

DESCRIPTION	AMOUNT
Sand / Refinish (3 coats Oil based finish in Satin)	\$5.50 x 415 <u>\$2,282.50</u>
Provide Generator and fuel for Sanding duration (220v)	\$250.00 x 1 <u>\$250.00</u>
Floor prep process to better secure existing movement in floor	\$450.00 x 1 <u>\$450.00</u>
SUBTOTAL	\$2,982.50
TAX	\$0.00
TOTAL	USD \$2,982.50

-Cash or checks are accepted

-payment with Credit Card results in a additional 3.5% fee

* Please allow 5 days of no foot traffic for project completion. (Monday- Friday) Scheduled for last week of April with possible move up date.

* all stored items must be removed from the work area

* customer understands that there will still be a high area in center where beam is placed and also, there will still be some movement in floor due to how it was originally installed. Any face nails on top of surface will be wood filled.



RESOLUTION NO. 2026

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Blair Historic Preservation Alliance wishes to partner with the City of Blair to maintain The Depot;

WHEREAS, the Blair Historic Preservation Alliance has presented the City of Blair with a scope of work for work at The Depot, attached as Exhibit "A";

WHEREAS, the Blair Historic Preservation Alliance has presented the City of Blair with Five Thousand Dollars (\$5,000) to upkeep The Depot;

WHEREAS, Nebraska Revised Statutes, Sections 9-601, 9-602, and 9-604, allow the City of Blair to utilize Keno funds for Community Betterment Purposes;

WHEREAS, the Blair Historic Preservation Alliance has requested a matching amount from Keno Funds for Five Thousand Dollars (\$5,000) for the upkeep of The Depot.

WHEREAS, the City Council wishes to continue to support the Blair Historic Preservation Alliance with the maintenance of The Depot;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the donation of Five Thousand Dollars (\$5,000) for upkeep on The Depot is accepted, the request for keno funds for the upkeep of The Depot in the amount Five Thousand Dollars (\$5,000) is awarded, and the scope of work for The Depot is hereby adopted and approved by the municipality and the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute the same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE". COUNCIL MEMBERS - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND ADOPTED THIS 24TH DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24th day of March 2026.

BRENDA WHEELER, CITY CLERK

ESTIMATE

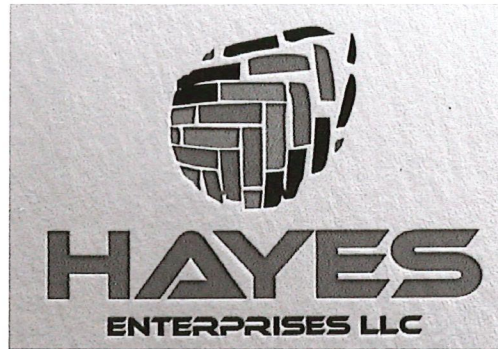
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Depot Maintenance wish list

5-29-25. Meeting with James Bilslend

Treat deck around the Depot

Repaint exterior doors and trim as needed

Mount an appropriate (trails?) sign on west side

Create a new water fountain for Depot, Restroom and Trail users

Look at interior floors (repair and more durable finish for west room especially)

1-27-2026. Meeting with James Bilslend

Replace serving tables in West room. Can BHPA donate?

Fix or replace downspouts

Fix or replace metal plate on ramp on southeast corner (relocate ramp on east side of building)

Get professional advice on floors

Hire professional to do exterior painting and deck treatment?

Is Depot maintenance in the budget now?

2-25-2026. Meeting with Phil Green and CJ Heaton

Discussed above wish list

Suggested posting guidelines for cleaning Depot after use and post. Be sure adequate cleaning supplies are available in Depot closet.

Permission to hang banner on Depot to celebrate BHPA 25TH

Discussed request for Keno funds to match BHPA donation

BHPA donation=\$5000. Keno funds=\$5000.+?

Priority maintenance items:

Repair and refinish floor in west room (have a bid from local contractor)

Replace serving tables with new

MEMORANDUM

TO: Blair Mayor and City Council

From: CJ Heaton, Deputy City Administrator of Public Works

Date: 3/24/26

Re: Proposed Elevated Water Tower

As you are all aware, staff have been working on securing a site for the proposed new elevated water tower. Tonight, I'm happy to share that we have secured a site that will meet our needs, and from a developer who is interested in working with us. We also have Chris Koenig from HDR here to discuss the reasons why a tower is needed over additional ground storage or pumps, and Justin Novak with the Papio Missouri River NRD/Rural Water District to talk about the need and impacts of this project to the rural water customers, and Mike Rooks with Gateway Development to discuss how growth in Blair and in the surrounding communities will place more demand on the current system. We also have members of local fire departments available to share their concerns about the lack of a reliable water source in rural areas south of town and Ft Calhoun.

The site that we have selected is on top of the hill near the Cargill office building on Kellie Dr. This site is currently beginning the plating process for a single-family home development. The developer is willing to work with the city for a water tower location. In exchange for the water tower lot, the city will work with the developer to help offset some of the costs of the development. This site is close to the same elevation as the current water tower, allowing for the two towers to work in tandem. A new main will be installed from Hwy 75 along the hollow road bypass to the new tower, and a second line will connect to the lines on the Hwy 30 side. This will allow for more water storage for the city of Blair in areas where we anticipate seeing the most growth in the coming years. This is also a good location to provide water for the rural areas, Ft Calhoun, and the Blair Airport.

The anticipated cost for this project is 4 – 5 million dollars. It is our intent to look at restructuring rates once the tower is completed. Similar to how our current rates lean heavily on our industrial partners for plant improvements that directly impact them, the costs for the new tower will be primarily repaid through our rural water rates and the bulk water rates to our partner communities that have a direct impact from this new tower. This tower will also open up additional users that will help increase revenues to the water fund, both within city limits and outside of Blair.

Some have asked why we need the tower, or why it needs to be in or close to Blair. We need the water tower for additional storage for the city of Blair. We can currently produce up to 27 million gallons of water per day at WTP, but we only have about 4.5 million gallons of storage. In order to allow the WTP to function smoothly, additional storage capacity is needed to allow the draw to come from the storage pools, not the WTP. There is also a great value in using elevated storage for the gravity feed that they provide. If there is water in the tower and the

power fails, that water will still flow. No concerns if a storm knocks out power, open a tap and water will flow. There is a redundancy built into the system this way. We are in the process of adding back-up generators for our pump stations, but they can only keep up for so long and may not provide 100% of the flow as normal. Pumps can also only push water so far and with so much pressure. The cost for one pump station is about 2 million, so the cost to pump water to all of these locations would far outpace the cost of the tower. Lastly, we are seeing a trend in regional utilities in all types. For the rural water or Ft Calhoun to construct their own treatment plant or tower would be extremely cost-prohibitive. The city of Blair already provides water to Kennard, Rural Water, and Lakeland. We also have the interconnection line with MUD. This expansion of the system will make the entire community better.

Justin and Mike will speak more to this, but currently, the Rural Water System has a moratorium on new developments in the area. They simply do not have the water to provide to these areas. Ft Calhoun is also reaching the point where they cannot have proper fire protection for the community. This new tower will help satisfy those growing demands. We are also seeing a lot of demand at the Blair Airport and have a planned 12-inch water main along Hwy 133 to meet the demands at the airport for fire protection in the hangars. Once the new main is installed, more areas will be ripe for development along the 133 corridor. All of which will provide additional revenues for the City of Blair's water department.

Recommendation: Staff would like a motion from the council to support the project and authorize staff to move forward with design. Staff will come back to the council for approval to go out for bid when the time comes, and again before receiving any bids.

Fiscal Impact: Estimated costs are 4 – 5 million.

Why a New Elevated Water Tower Is Needed for Blair and the NRD

Water towers are a critical part of how safe, reliable drinking water is delivered to homes, farms, and businesses. The proposed elevated water tower near Blair is needed to ensure that both the City of Blair and the surrounding rural water customers continue to receive adequate water pressure, sufficient supply during peak demand, and reliable service during emergencies.

1. Meeting Today's Water Demand—and Tomorrow's Growth

Water use in Blair and the surrounding rural areas has increased significantly in recent years. This is due to community growth, new rural connections, and higher water use during summer months, especially from lawn irrigation systems. During peak times, the existing water system is operating near its limits. A new elevated water tower provides additional storage so water can be pumped and stored during low-use periods and then supplied during high-use times without overloading pumps or pipelines.

2. Consistent Water Pressure for Homes and Farms

An elevated water tower uses gravity to maintain steady water pressure. Without enough elevated storage, pressure can drop during high demand, causing low water flow, especially in higher-elevation areas. The proposed tower would sit at an elevation similar to the existing tower south of Blair, allowing both towers to work together to keep water pressure stable across the city and rural service areas.

3. Improved Fire Protection

Firefighting requires large volumes of water delivered quickly and at sufficient pressure. The existing system does not have enough elevated storage to reliably meet fire flow needs in all areas, particularly as the system continues to grow. The new water tower provides a dedicated reserve of water that can be immediately available during a fire, improving public safety for residents in Blair, Fort Calhoun, and nearby rural areas.

4. Greater Reliability During Power Outages or Equipment Maintenance

Water towers store water above ground, which means service can continue even if pumps temporarily shut down due to power outages, mechanical issues, or maintenance. This added redundancy makes the system more resilient and reduces the risk of service interruptions during extreme weather or emergency situations.

5. Supporting Rural Water Service Expansion

The NRD has received many requests for new rural water connections north and east of Blair. Without additional elevated storage, expanding rural service would strain the existing system and

reduce reliability for current users. The new tower makes it possible to serve new customers while protecting service levels for those already connected.

6. A More Efficient, Cost-Effective System

By allowing pumps to operate during off-peak hours and reducing stress on existing facilities, the water tower helps extend the life of pumps and pipelines. This reduces long-term maintenance costs and helps avoid more expensive emergency repairs in the future.

In Summary

The proposed elevated water tower is not just about growth—it is about **protecting water service today and ensuring reliability for decades to come**. It provides stable pressure, emergency storage, improved fire protection, and the capacity needed to serve both city and rural residents safely and efficiently.

Washington County Rural Water System and Blair Water System Evaluation

Water System Expansion Evaluation

*Papio-Missouri River Natural Resources District
and City of Blair, NE*

April 5, 2024

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Figures

Figure 1 – WCRWS No. 1 Existing Layout

Figure 2 – WCRWS No. 2 Existing Layout

Figure 3 – Blair Existing System Pressure Zones

Figure 4 – Blair 2016 Study Proposed Pressure Zones

Figure 5 – Proposed Rural Water System Expansion

Figure 6 – WCRWS Revised System Service Areas

Figure 7 – Blair Proposed Pressure Zones

Figure 8 – Highway 75 Pump Station Site Plan

Figure 9 – County Road P33 Elevated Water Tower Site Plan

1 Purpose

The Papio Missouri River Natural Resources District (PMRNRD) and the City of Blair (CITY) are proceeding with a joint project to expand and improve both the Washington County Rural Water System (WCRWS) operated by the PMRNRD and the CITY's water distribution system.

Both systems are challenged by operating conditions that limit their ability to meet current water demands.

This report is a supplement to the City of Blair Water Master Plan completed in 2016.

2 Background

2.1 Rural Water System No. 1

The PMRNRD operates two rural water systems in Washington County. The first system was constructed in 1980 with water supplied by the Metropolitan Utilities District (MUD) from a connection located at North 60th Street and is referred to WCRWS No. 1. Pressure is maintained in the system by means of a pump station located at the point of connection on 60th Street, approximately 0.75 miles south of Northern Hills Drive. A 12 IN ductile iron water main provides water to the City of Fort Calhoun from the pump station. An agreement is in place between the City of Fort Calhoun and the PMRNRD for two service connections from this main. Fort Calhoun is a bulk user and still maintains their own distribution system. The rural water distribution system is fed from this 12 IN main and expansions have occurred over the years. The rural system currently serves approximately 670 customers and consists of small diameter PVC pipe ranging in size from 2 IN to 6 IN. See Figure 1 for the system layout and limits.

The PMRNRD upgraded the pump station in 2018 to replace the variable frequency drive controls and the telemetry to improve the system control. The pumps had been replaced in 2005 as part of the System No. 2 improvements to allow water to be supplied to the CITY, as discussed in greater detail below.

Figure 1

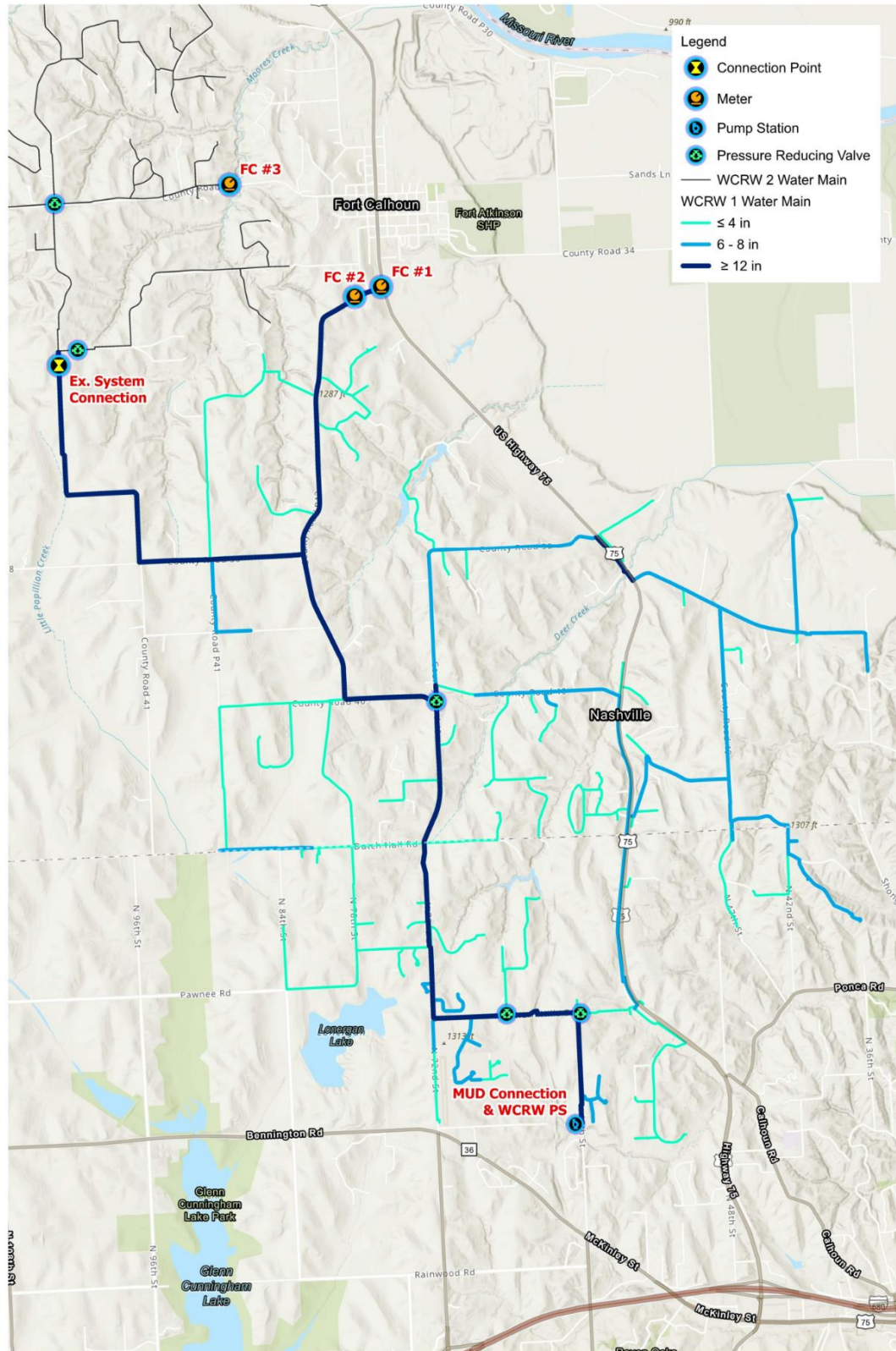


FIGURE 1 - WCRWS NO. 1 EXISTING LAYOUT

CITY OF BLAIR AND WASHINGTON COUNTY RURAL WATER MERGED MODEL

2.2 Rural Water System No. 2

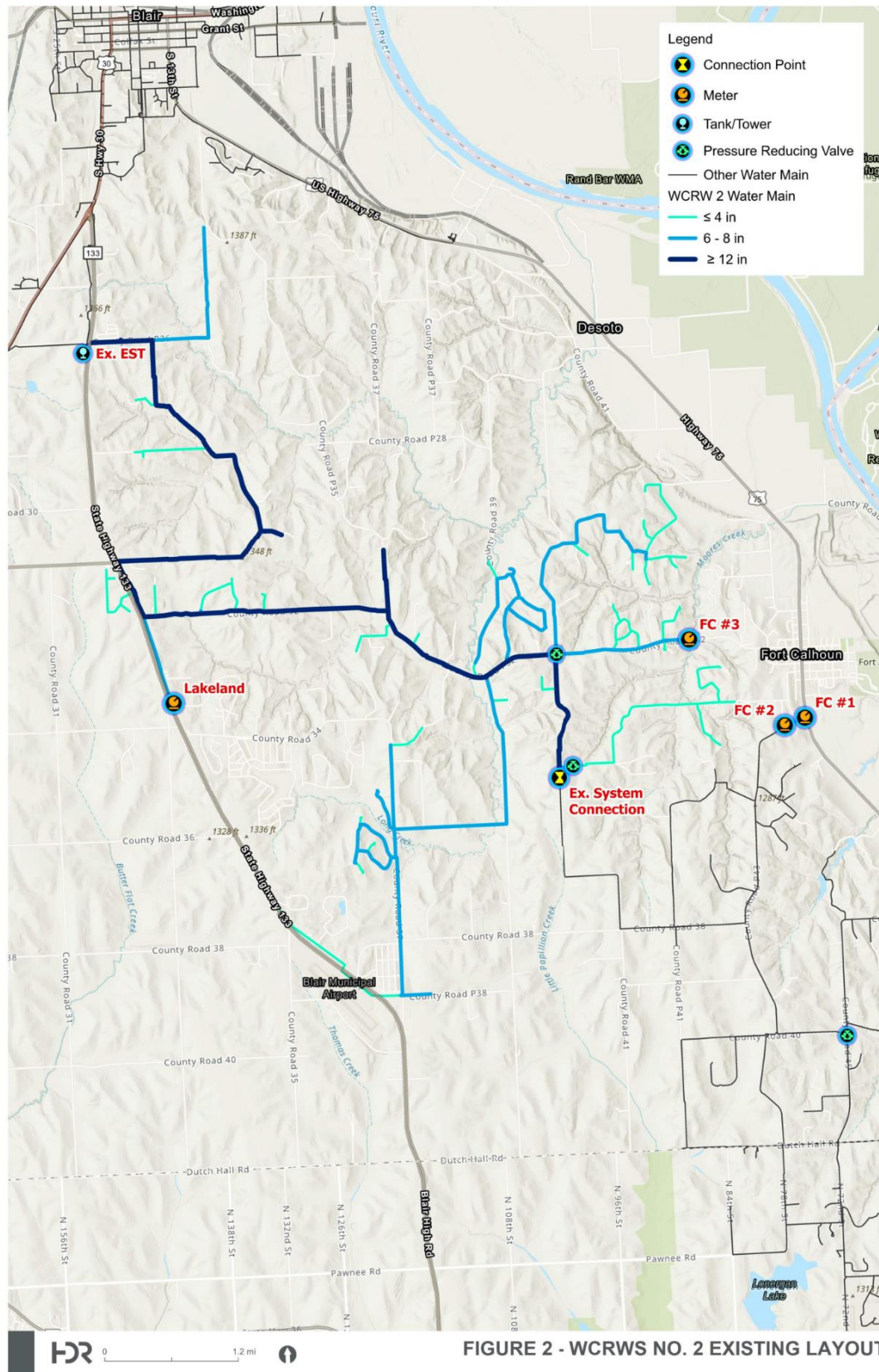
WCRWS No. 2 was constructed in 2005 with water supplied by the City of Blair. The No. 2 System was developed as a joint project between the CITY and the PMRNRD. A new pump station was constructed in the CITY near the south ground storage reservoir and an elevated water tower constructed south of the City adjacent to Highway 133, immediately south of County Road P26. The Highway 133 Elevated Tower has a capacity of one million gallons and the tank maintains the pressure in the rural system and the southern portion of the CITY. System No. 2 serves approximately 446 customers with PVC pipes ranging in size from 2 IN to 12 IN. See Figure 2 for the system layout and limits.

The CITY paid for the construction of an interconnection between System No. 1 and No. 2 including the oversizing of some of the planned mains and additional mains to allow for the interconnection to the existing system. The interconnection was designed to allow water to be conveyed from System No. 1 to the Highway 133 Elevated Storage Tower in the event the CITY lost the ability to provide water to the tower. The CITY also paid for the replacement of the System No. 1 pumps to increase their capacity and operating head to enable the pumps to convey water to the Highway 133 Elevated Storage Tower. The interconnection has been used multiple times to provide water to the CITY as well as to provide water from System No. 2 to System No. 1.

System No. 2 was expanded in 2016 to provide a second connection to the City of Fort Calhoun. Fort Calhoun does not have a water tower and the west portion of the city is on higher ground resulting in low system pressures. The connection addressed the pressure concerns. The connection was not designed to provide fire flow for the area due to existing System No. 2 pressure limitations. The connection is noted as FC3 on Figure No. 2.

System No. 2 was expanded in 2016 to provide service to the Lakeland Subdivisions on Highway 133. The five subdivisions were served by the Lakeland Estates Water Company, a private system with water provided by wells located throughout the system. The previous privately provided water was not treated and had high levels of iron and manganese. Home treatment units including water softeners were utilized by the residents. The connection to the CITY system through the WCRWS No. 2 allowed the existing wells to be removed from service. Lakeland Water System is a bulk user and still maintains their distribution system.

Figure 2

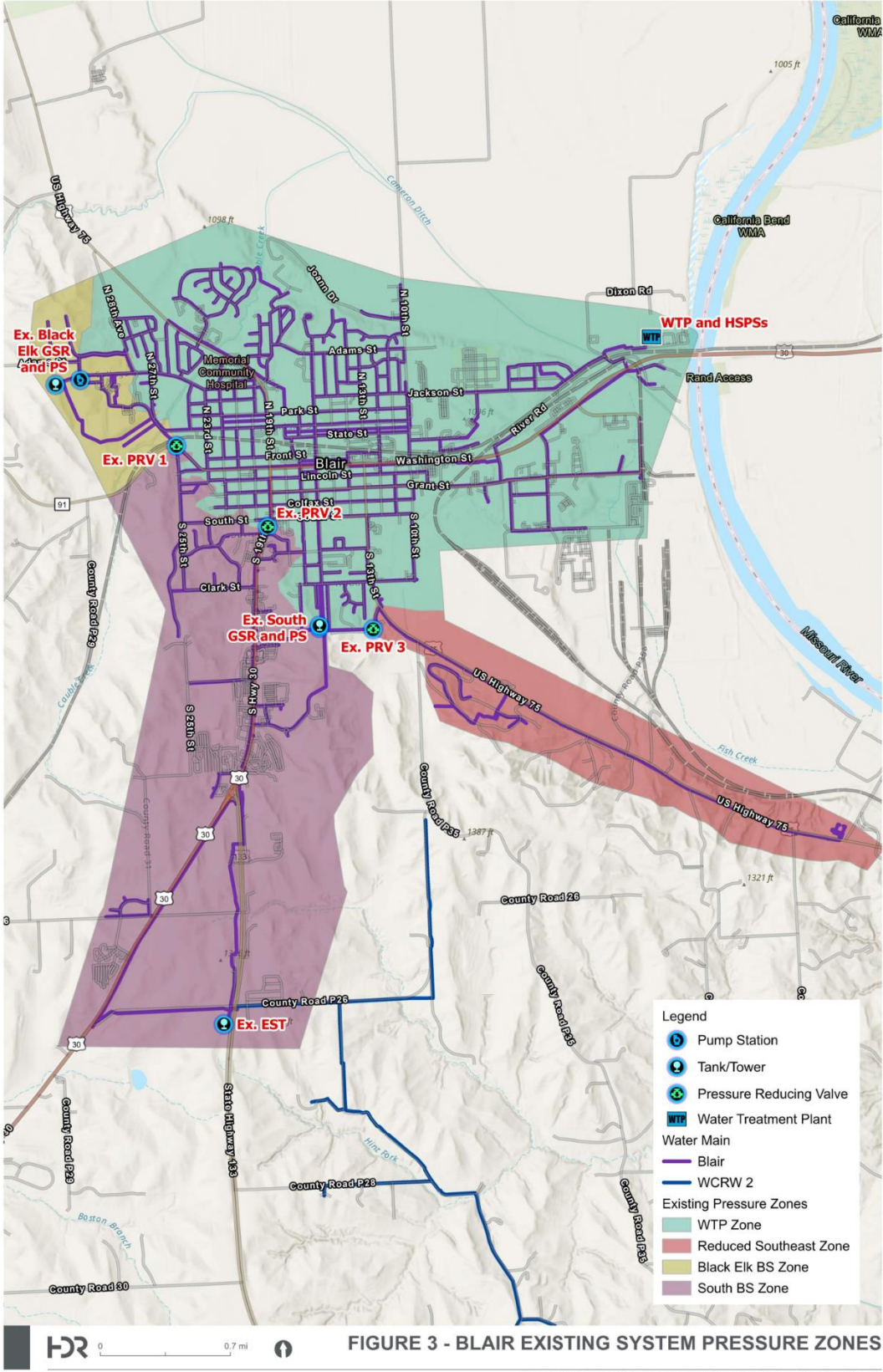


2.3 Blair Water Distribution System

HDR completed a Water Facilities Master Plan (2016 Master Plan) for the City in 2016. The 2016 Master Plan was undertaken to address the near-term, short-term, and long-term planning for the water system. The plan evaluated and identified existing system deficiencies, growth projections, and system reliability. The plan did take into consideration the planned construction of the Lakeland Subdivisions connection and the Fort Calhoun west connection.

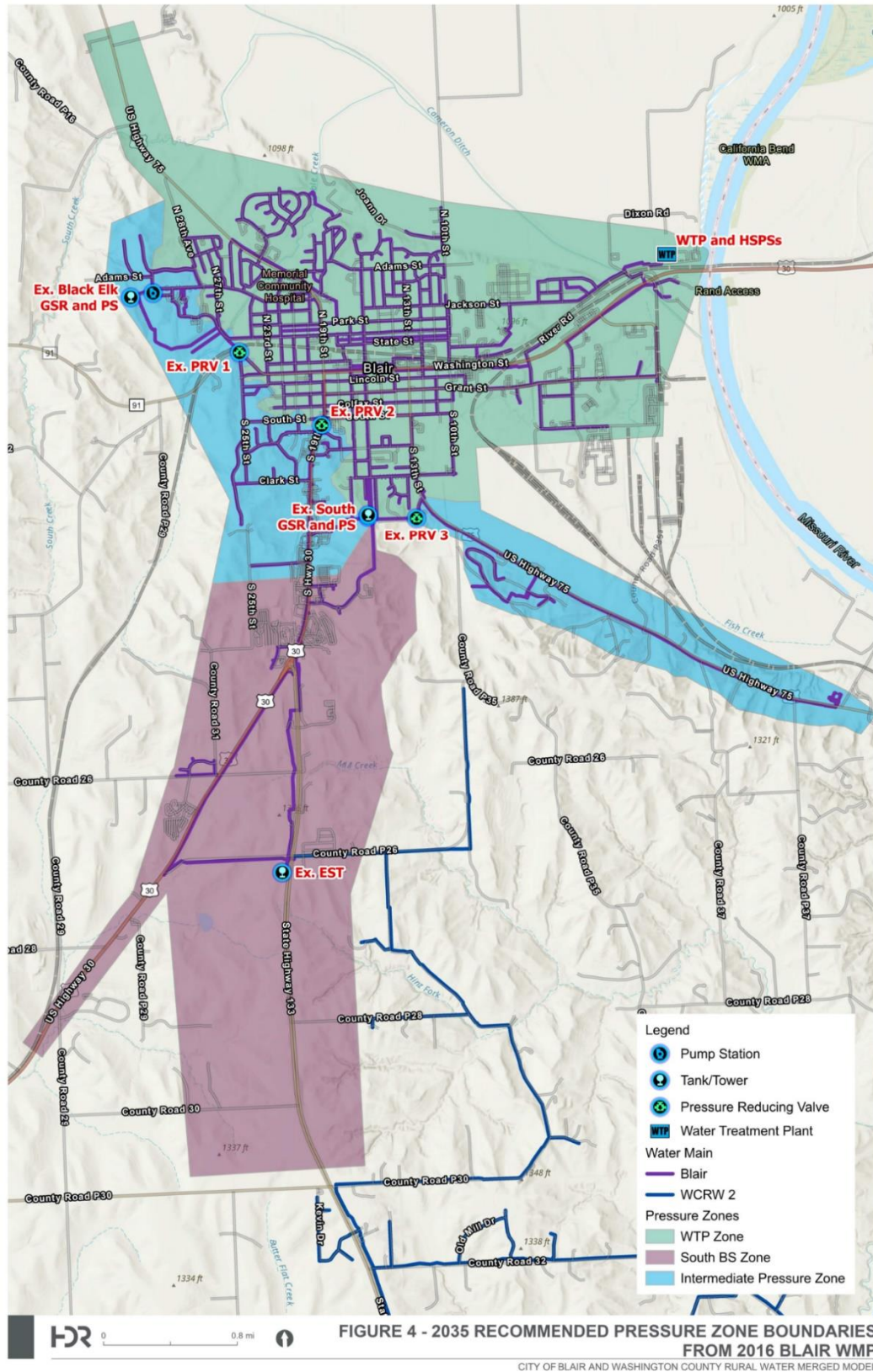
The 2016 Master Plan identified a water storage deficit for the CITY that would have to be addressed in the near-term (i.e., 5 to 10 years) of the study. The existing Highway 133 Elevated Storage Tower is served by South Pump Station that pulls water from the south ground storage reservoir. Unfortunately, the ability of the existing system to convey water to the South Ground Storage Reservoir is limited, which is limiting the amount of water that can be conveyed to the Highway 133 Elevated Storage Tower. The 2016 Master Plan recommended the implementation of an intermediate pressure zone, construction of a one-million-gallon elevated storage reservoir, and the construction of a new pump station to serve the new reservoir. Figure 3 illustrates the current CITY pressure zones. Figure 4 illustrates the CITY pressure zones as proposed in the 2016 Master Plan with the addition of the intermediate pressure zone.

Figure 3



CITY OF BLAIR AND WASHINGTON COUNTY RURAL WATER MERGED MODEL

Figure 4



3 Current Conditions

Both the PMRNRD and the CITY have experienced significant demand increases in recent years. Part of demand increases is due to the system expansions and partly due to the increased use of home sprinkler systems. Both rural water systems have had steady increases in the number of customers and the system demands have reflected the additional flows. The pump station that serves System No. 1 was operated near the operational limit for a substantial portion of the 2023 summer due to the ongoing drought conditions. Likewise, the CITY experienced significant demand challenges and were constrained in their ability to provide water to the Highway 133 Elevated Storage Tower. The problem was exacerbated by the construction of the south bypass and the removal of a 12 IN main from service that provides water to the Highway 133 Elevated Tower.

The PMRNRD continues to receive requests for new services connections for both rural systems.

Omaha Public Power District (OPPD) ceased operations of their power generating facility located on US Highway 75 east of Blair. The facility was served by a 12 IN water main constructed in 2007. The main is largely unused except for the minor domestic flow at the OPPD facility and the residential services connected to the main. The main to the OPPD facility falls within the proposed intermediate pressure zone. The under-utilized 12 IN main provides an opportunity for the expansion of the rural water system.

3.1 Proposed Rural Water System Expansion

Washington County is in the process of updating their comprehensive plan. The area east of Highway 133 has been designated for continued residential, acreage development. This area is primarily served by System No. 2. The PMRNRD has been approached by several landowners about providing water service to the area north of the current System No. 2 service area.

A preliminary design was completed of the unserved rural area north of the current System No. 2 service area, south of Highway 75. The locations of existing homes were identified from available aerial photography and confirmed by visual observations by HDR personnel. A distribution system was developed to serve all the existing homes and businesses. The distribution system was sized based on the existing homes. Figure 5 shows the proposed rural water system expansion.

3.2 System Analysis

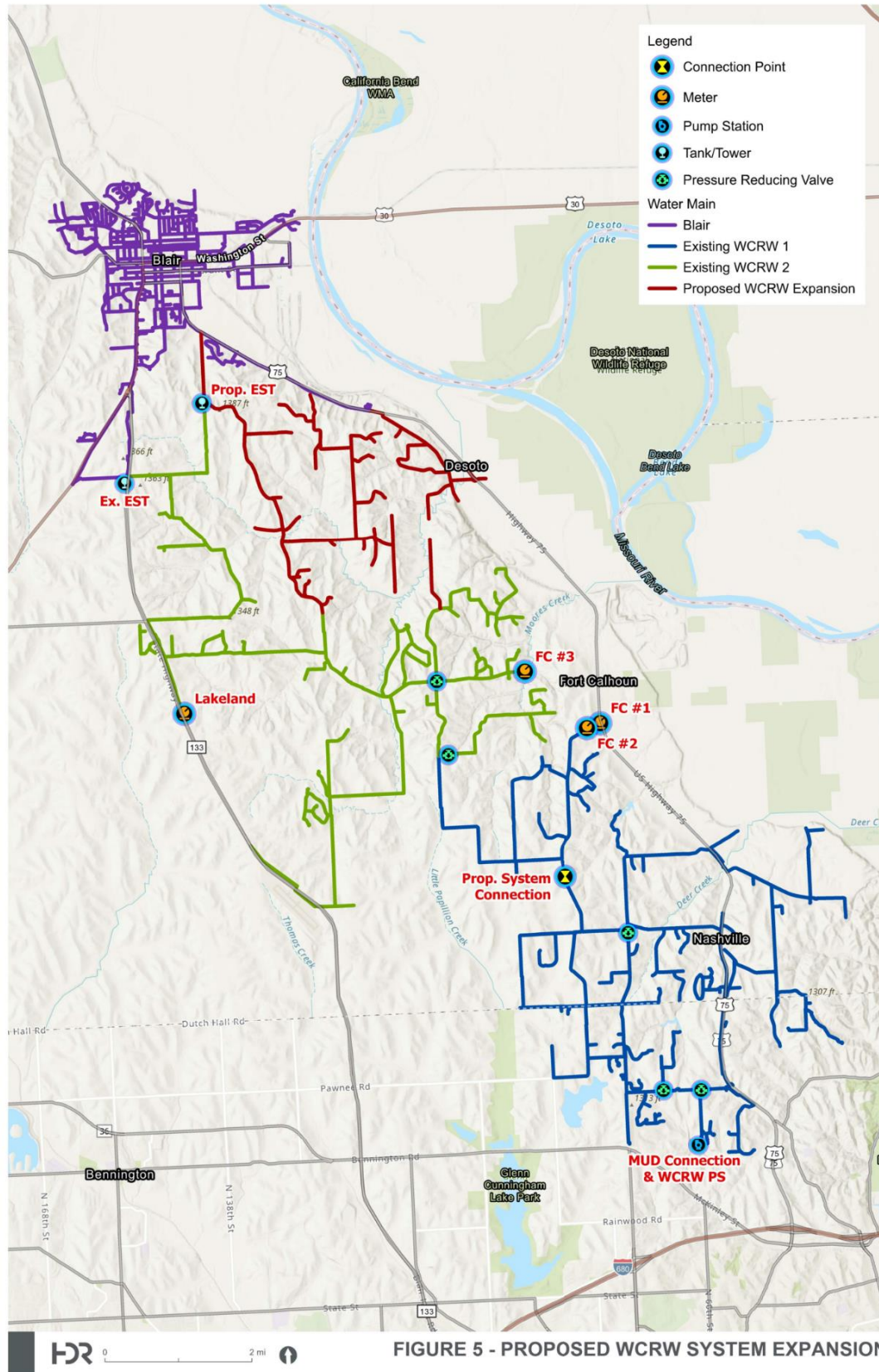
The 2016 Master Plan evaluated the existing distribution system including the pump stations and storage for the current conditions and the projected 2035 design year. The evaluation considered the land use planning, population projections, and anticipated developments. The plan did not consider the expansion of the rural water system. The water usage for the CITY is based on recently provided actual meter readings and projected for the anticipated system expansion. The water distribution model was developed using the current GIS information provided by the CITY. The assumptions for the demand loads including fire flow are included in the 2016 Master Plan.

The water usage for the rural water system is based on current meter data provided by the PMRNRD including flow data for the City of Fort Calhoun. The typical water usage for the



existing water system was applied to the potential users of the proposed system expansion. Rural water systems are not designed for fire flow. The current water usage data does reflect the use of lawn irrigation systems by some of the current customers. The water distribution model was developed using the plan information for the rural systems. HDR had recently updated the hydraulic analysis of the rural water system.

Figure 5



4 Recommended Improvements

The PMRNRD considered the construction of an elevated water tower to meet the growing System No. 1 demands. The existing MUD connection is operating at maximum capacity and the pump station that is serving System No. 1 is at capacity. The largest system demand occurs in the morning when the sprinkler systems are operating and then drops off during the day. The proposed elevated tower would be filled during the non-peak times to address the peak demands. An elevated tower for System No. 1 would allow for minimal system expansion due to the limited supply from MUD.

Likewise, the CITY planned to proceed with the recommendations of the master plan to implement the intermediate pressure zone improvements to address their system demands which included a new pump station and elevated water tower.

The CITY and the PMRNRD have decided to jointly pursue a solution to address their water system challenges.

The following are the recommended system improvements:

1. Construct a new pump station for the City of Blair. The new pump station would be located on Highway 75 south of Wilber Street.
2. Construct a new elevated water tower for the City of Blair. The new elevated water tower would be located south of Highway 75 on County Road P35.
3. Relocate PRV No. 3 to the east of the intersection of Highway 75 and Bridgeview Drive.
4. Close the isolation valve south of the intersection of Highway 30 and Ridgeview Road, north of the 8 IN tee for the main from the South Pump Station.
5. Remove PRV No. 1 from service and open the valve.
6. Install a third pump with a variable frequency drive (VFD) in the Black Elk Pump Station that matches the existing pumps.
7. Construct a new 12 IN water main from Highway 75 along County Road P35 to the new elevated water tower. The new main would connect to the City's Highway 75 12 IN main. The main would extend from the elevated water tower south adjacent to County Road P35 and connect to the PMRNRD 12 IN main located adjacent to County Road P32 at the intersection of County Road P35.
8. Open the 12 IN interconnection between System Nos. 1 and 2 at the intersection of County Roads P39 and P34.
9. Close the isolation valve south of where the interconnection main connects to the 12 IN main on County Road P43 that serves Fort Calhoun at the intersection of County Road 38.
10. Complete the property owner survey for the unserved rural area north of System No. 2. Proceed with the preliminary design of the rural water system expansion once sufficient interest indicates that the system expansion is viable.

The proposed changes are significantly different than what was envisioned in the 2016 Master Plan. The proposed approach in the 2016 Master Plan was to construct an elevated water tower adjacent to the existing ground storage reservoir and create an intermediate pressure zone that would serve Highway 75 and the north portion of Highway 30. Unfortunately, the elevation of the proposed tower location would not address the rural water

service supply challenges and would not allow for the expansion of the rural system. The ground elevation at the ground storage reservoir is 50 FT lower in elevation than the Highway 133 Elevated Tower site.

The intermediate pressure zone as proposed in the 2016 Master Plan would have resulted in the removal of the Black Elk Pump Station and Ground Storage Reservoir from service. The Ground Storage Reservoir is filled by the high service pumps located at the water treatment plant. Pressure in the Black Elk pressure zone is maintained by the pump station with water pulled from the Ground Storage Reservoir. The area would have been served by the new elevated tower and proposed Highway 75 Pump Station. The one-million-gallon ground reservoir was constructed in 1978 is reported by City personnel to be in good condition.

The revised approach results in the proposed elevated water tower being constructed at a location with approximately the same ground elevation as the existing Highway 133 Elevated Storage Tower. The high-water level for the proposed tower would match the existing tower and the two towers would operate in common, serving the same service area including the north portion of the rural water system. The proposed Highway 75 Pump Station and the existing South Pump Station would operate in common. The pump stations would be operated in a lead-lag scenario. One station would operate initially to maintain the water level in both elevated water towers and then shut down once the water level reaches the preset elevation. The second station would begin operation if the first pump station is not able to keep up with the system demands. The stations would alternate on which station would start first to meet the initial demand.

The proposed changes revise the boundaries of the two rural water systems with a portion of System No. 1 being transferred to System No. 2 including Fort Calhoun.

Figure 6 illustrates the proposed rural water distribution systems boundaries.

Figure 7 illustrates the proposed CITY pressure zones.

The proposed approach provides the following benefits:

1. The CITY addresses the system supply shortfall to the Highway 133 Elevated Storage Tower. The Highway 133 Elevated Storage Tower can be served by the proposed Highway 75 Pump Station as well as by the existing South Pump Station.
2. Operating the two elevated towers and associated pump stations in common results in a robust, flexible system. The change decreases the demand on the South Pump Station thereby increasing its service life and allows flexibility for maintenance and outages.
3. The Fort Calhoun demand and a portion of the rural users would be moved from the System No. 1 Pump Station. The Fort Calhoun demand is a significant amount of the demand on System No. 1. The proposed change reduces the demand on the System No. 1 pump station and allows for continued development within the System No. 1 service area. The removal of the Fort Calhoun demand decreases the demand on the System No. 1 Pump Station thereby increasing the service life of the pumps.
4. Fort Calhoun fire demand would be addressed by the two elevated towers.
5. The Black Elk Ground Storage Reservoir would remain in service.
6. The Black Elk Service area would be increased. Moving a portion of the demand from the Highway 133 Elevated Storage Tower to the Black Elk Service Area would

increase the water turn over within the Black Elk Ground Storage Reservoir and decrease the demand on the South Pump Station and Highway 133 Elevated Storage Reservoir. The expansion of the Black Elk Service Area would reduce the system pressure for the north Highway 30 area, which were extremely high.

7. The proposed pump addition at the Black Elk Pump Station would result in greater firefighting reliability for the service area.
8. The City's 12 IN Highway 75 water main that used to serve the OPPD power plant would have increased use.
9. The PMRNRD can begin planning for the expansion north of System No. 2.
10. The PMRNRD would be purchasing more water from the CITY.

Figure 6

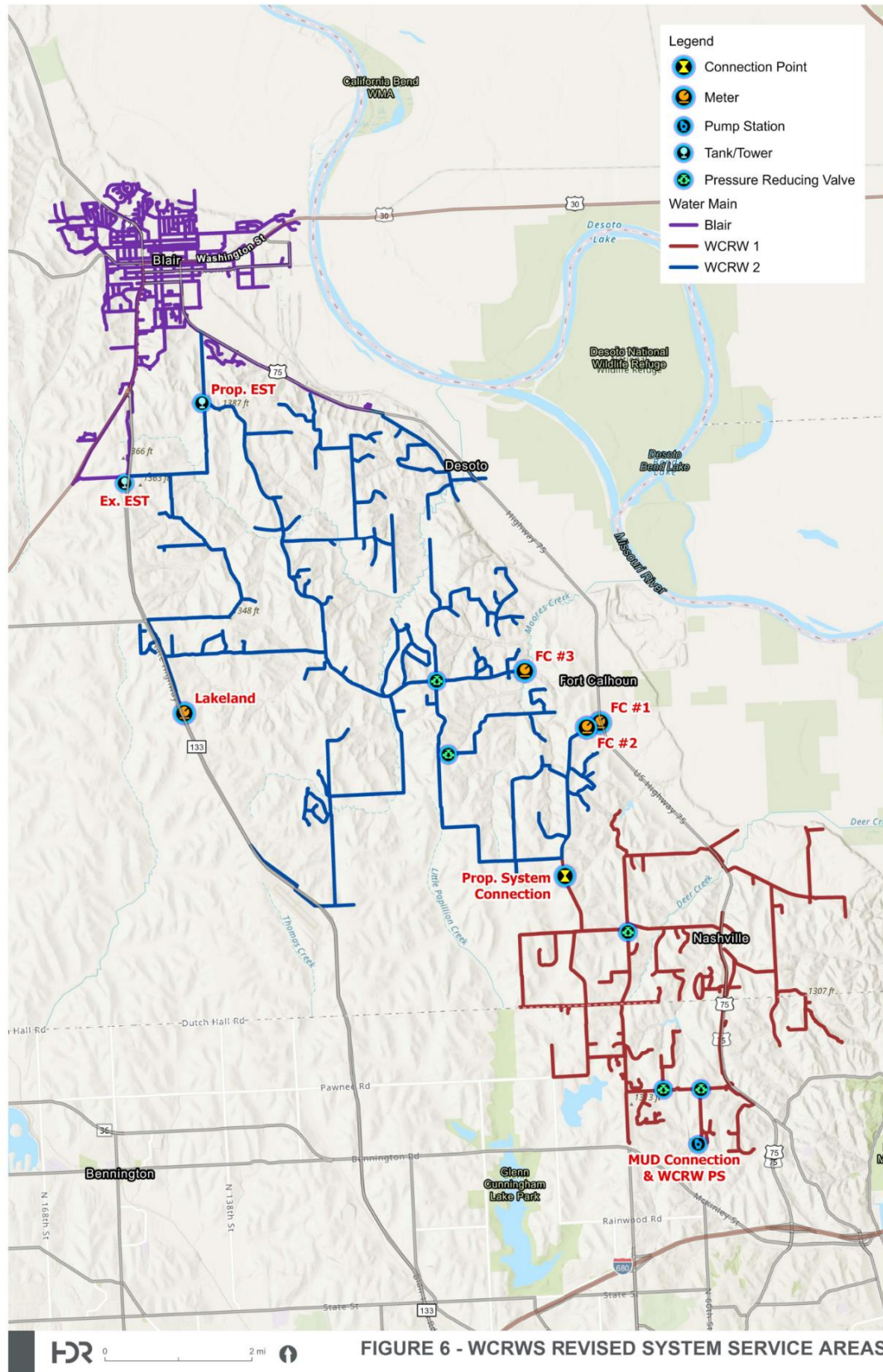
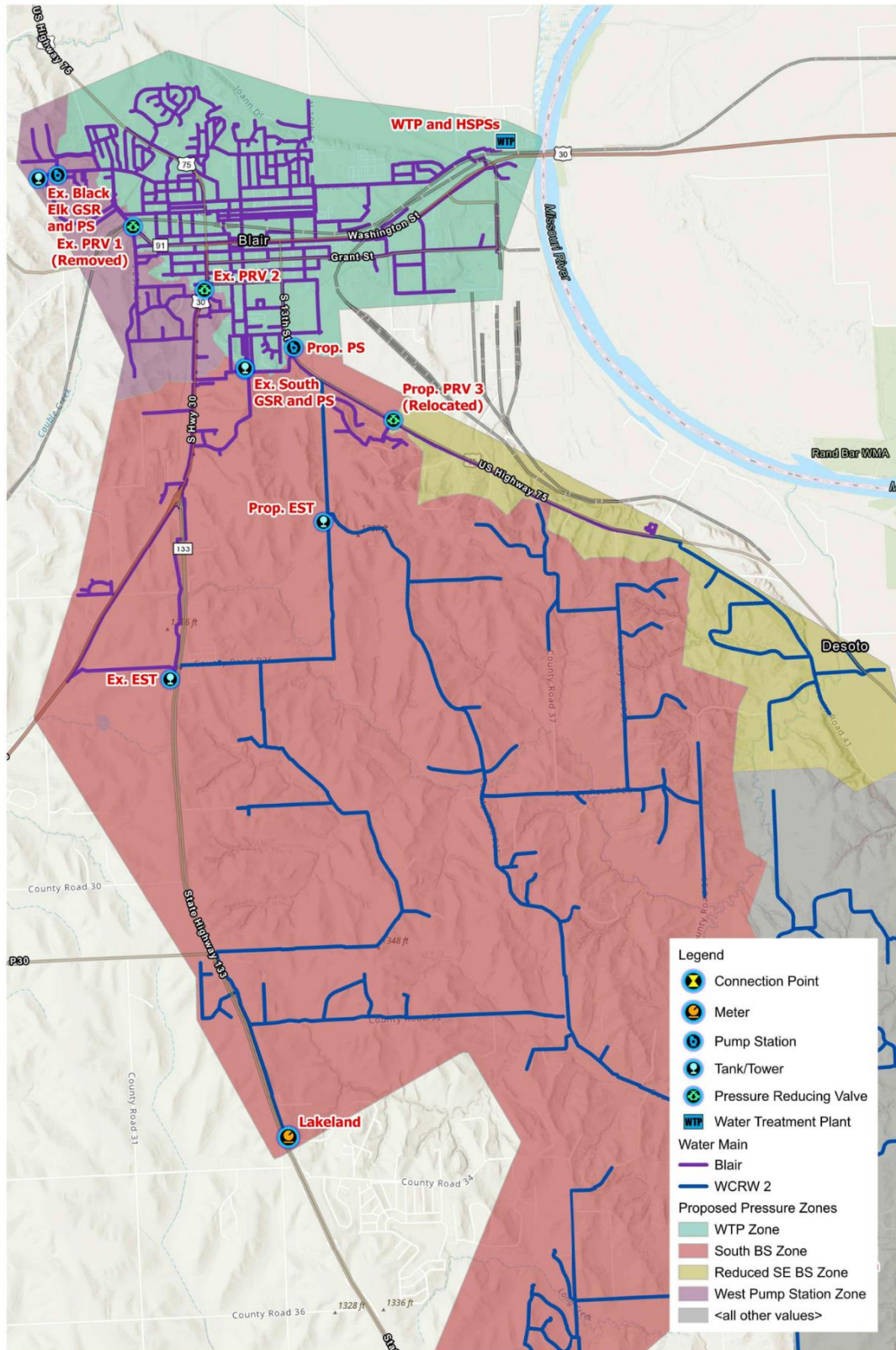


Figure 7



4.1 Detailed Breakdown – City of Blair

4.1.1 Highway 75 Pump Station

The new pump station would be constructed on the east side of US Highway 75, south of Wilber Street, north of Maple Drive. Figure 8 for the proposed Highway 75 Pump Station site layout.

The proposed station would be an above ground package station, like the pump station recently installed at the south reservoir site. The station exterior can be provided with a residential looking exterior. An isolation valve would be installed in the existing 12 IN main to allow flow to be directed to the pump station. Connections to the existing main would be accomplished by wet taps. The current firm capacity of the South Pump Station is approximately 1,100 gpm.

Scenario	ADD, gpm	MDD*, gpm	Additional Firm Capacity Required
Current	550	1100	0
Future w/ Black Elk Expansion	630	1300	200
Future w/o Black Elk Expansion	750	1500	400

**Note: Assumes a maximum day peaking factor of 2.0. This factor should be confirmed.*

The pump station is recommended to be equipped with pumps that provide a firm capacity of 1 MGD or 700 gpm.

The existing 12 IN water main is located within Highway 75 ROW. The proposed pump station would be located on private property. Property acquisition would be required. A concrete drive would be constructed next to the station for Public Works employee access. The site would be fenced.

A pressure reducing vault (PRV) is located at the south end of Maple Drive on the west side of the turnaround. The PRV is located on a 12 IN main that connects the Highway 133 Elevated Storage Tower to the Highway 75 water main and was designed to reduce the pressure in the main that served OPPD. PRV's allow flow in one direction. The PRV would be removed and reinstalled on the 12 IN main on the south side of Highway 75, east of the Bridgeview Road intersection. The isolation valve in the 12 IN main would be opened to allow the Highway 75 Pump Station and South Pump Station to operate in common through the 12 IN main. The pipe connections where the PRV is removed would be capped.

A new 12 IN water main would be constructed adjacent to County Road P35 from Highway 75 south to the new elevated tower location near the intersection of County Road P33. A casing was installed under the new bypass paving in anticipation of this main.

4.1.2 County Road P33 Elevated Storage Tank

The proposed elevated tower would be located near the intersection of County Roads P33 and P35. The tower would likely be a composite tank, similar to the Highway 133 Elevated Storage Tower. The new tower would have a capacity of one million gallons. The high-water level would be El. 1490, which matches the high-water level of the Highway 133 Storage Elevated Tower. The tank would be approximately 125 FT tall. Property acquisition would be required. The tank site would include an access drive and security fencing. Figure 9 for the County Road P33 Elevated Storage Tower site layout.

Water system storage volume is comprised of five separate components which are illustrated in Figure 4-1:

- Operating Volume
- Equalizing Volume
- Fire Flow Volume
- Standby Volume
- Dead Volume

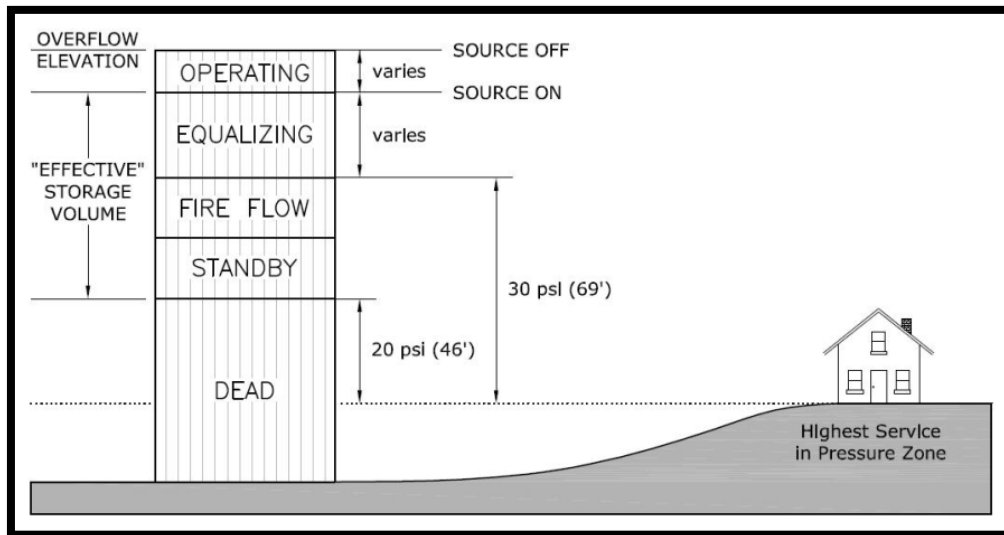


FIGURE 4-1 STORAGE COMPONENTS

The dead storage volume is not applicable for the proposed elevated tower discussion. The dead storage volume relates to standpipe reservoirs. The proposed low water elevation for the tower addresses the minimum pressure requirement.

Operational Storage Volume

Operational volume is the water above the high-water storage elevations set by City operations staff. Operational volumes are subtracted from total storage to determine the effective storage available for equalizing, emergency, and fire flow.

Equalization Volume

Equalization volume is the total volume needed to moderate daily fluctuations in diurnal demands during periods when the demand exceeds the capacity of the supply system. The equalizing volume is calculated as the difference between the peak hour demand and the maximum hour demand for 6 hours. Equalizing volume requirements are greatest on the day of maximum demand. Operation of a properly balanced system results in replenishment of storage facilities during times of day when the demand curve is below the capacity of the supply system and depletion of storage facilities when the demand exceeds the supply capacity.

Projected demands taken from Section 3 with the projected City 2035 demand projections, rural water system expansion, and proposed Black Elk pressure zone modifications.

Fire Suppression Volume

The required fire suppression volume is typically designated by zoning type. The maximum fire suppression demand of 1,000 gpm was given as a requirement by the City of Blair for the 2016 Master Plan and was used as the fire flow demand for the combined zone (including Fort Calhoun). For the purpose of this study, it was assumed that this volume is required for 4 hours.

Standby or Emergency Volume

Emergency volume is required to supply reasonable system demands during a foreseeable system emergency or outage. A key concept is that establishing standby volume involves planning for reasonable system outages; those that can be expected to occur under normal operating conditions, such as a pipeline failure, power outage, valve failure or issue with the river intake. Major system emergencies, such as those created by an earthquake, tornado, flood, or other very significant natural event, are intended to be covered by emergency system operations planning, since construction of sufficient reserve volume to accommodate sustained system demands under emergency conditions is not economically feasible. The recommended emergency storage volume for normal operating conditions is equal to the average day demand for 12 hours (at a minimum).

Table 4-1 Storage Capacity Analysis for South Pressure Zone

Required Storage Calculations		
	Operational Storage (MG)	0.10
	Equalizing Storage (MG)	0.81
	Fire Flow Storage (MG)	0.24
	Standby or Emergency Storage (MG)	0.54
	Total Required Storage (MG)	1.69
Existing Elevated Storage (MG)		
	Total Existing Storage (MG)	1.00
	Storage Surplus/(Deficiency) (MG)	-0.69

The minimum recommended capacity of the proposed elevated tower is 0.69 MG. A 1.0 MG tower was used for the cost estimate. The capacity of the tower will be set during the final design. It is recommended to monitor the actual peak hour and maximum day demands for the combined zone to refine the peaking factors in this analysis before committing to a final storage size.

4.1.3 Black Elk Service Area Modifications

The Black Elk Service Area modifications consist of closing the isolation valve on the 12 IN main on the east side of Highway 30, south of Ridgeview Road. An 8 IN main conveys water from the South Pump Station to the 12 IN main on Highway 30 that serves the

Highway 133 Elevated Storage Tower. The area north of the isolation valve would become part of the Black Elk Service Area.

PRV 1 would be removed from service by closing the connecting valves and opening the main isolation valve to allow water to flow to the south and serve the expanded Black Elk Service Area.

The expansion of the Black Elk Service Area can be implemented at any time to improve the water turnover within the ground storage reservoir, reduce the system pressure on the north portion of Highway 30, and remove a portion of the demand from the South Pump Station. The proposed change does not have a cost component.

The Black Elk Pump Station was constructed in 1978 consists of two pumps with piping connections and space provided for a third pump. One pump normally operates to maintain pressure in the system. Both pumps are necessary for fire flow conditions. Ten State Standards recommends pump stations be designed to meet the maximum pumping requirements with one pump out of service which is defined as firm capacity. The Black Elk Pump Station does not meet this requirement. The station cannot provide the required fire flow demand with one pump out of service. The addition of the third pump would allow the station to meet the firm capacity requirement and provide redundancy for maintenance of the existing pumps. VFDs were installed for the existing pumps in 2002. The new pump would also be equipped with a VFD.

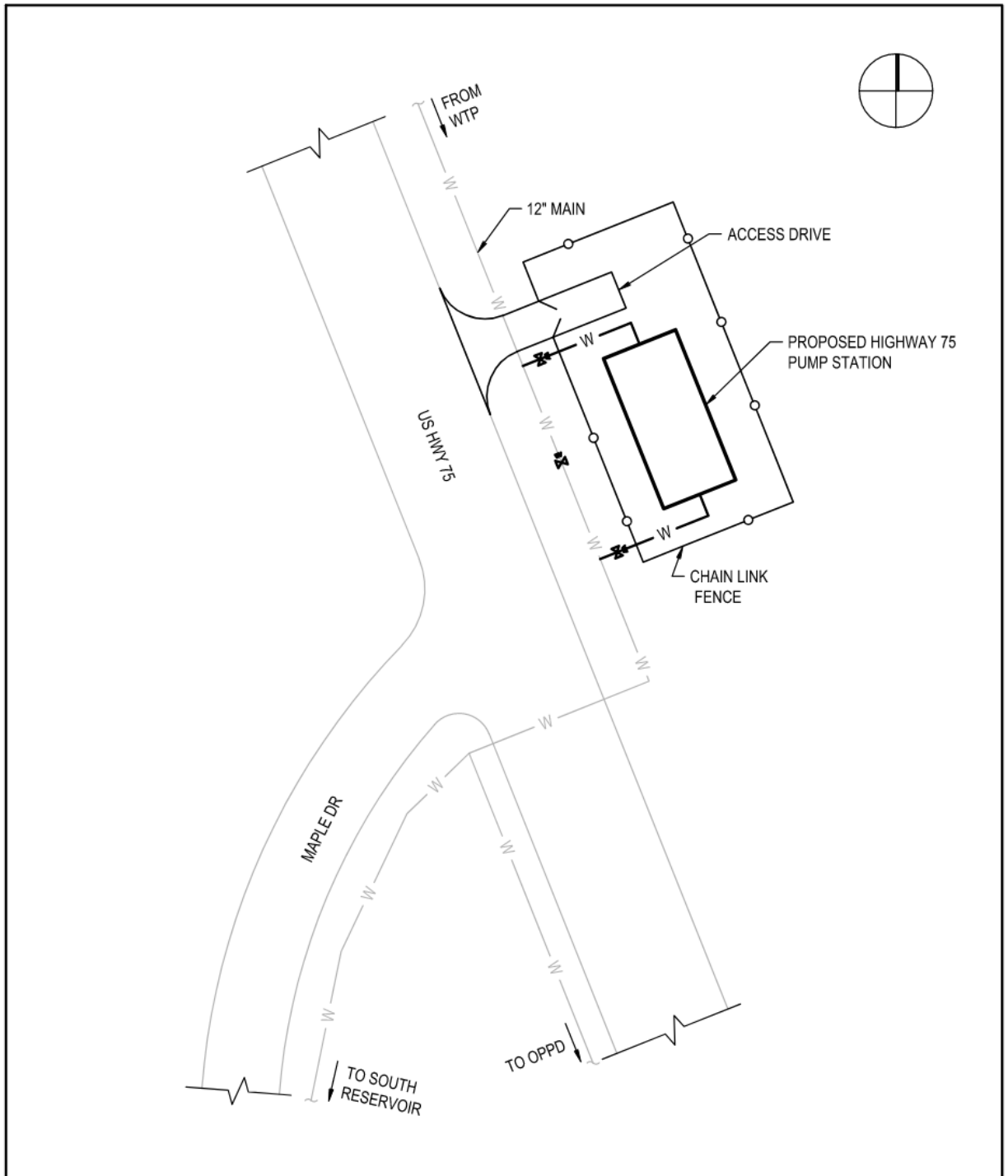
4.1.4 Summary of City of Blair Improvements

The following is a summary of anticipated project costs for the CITY improvements:

County Road P33 Elevated Storage Tower and Site Piping:	\$4,226,634
Highway 75 Pump Station and PRV Relocation:	1,968,464
Black Elk Pump Station Modification:	469,700
Land, Fees:	<u>67,600</u>
Total:	\$6,672,398

The preliminary opinion of probable cost for the proposed CITY improvements are included in Appendix A.

Figure 8

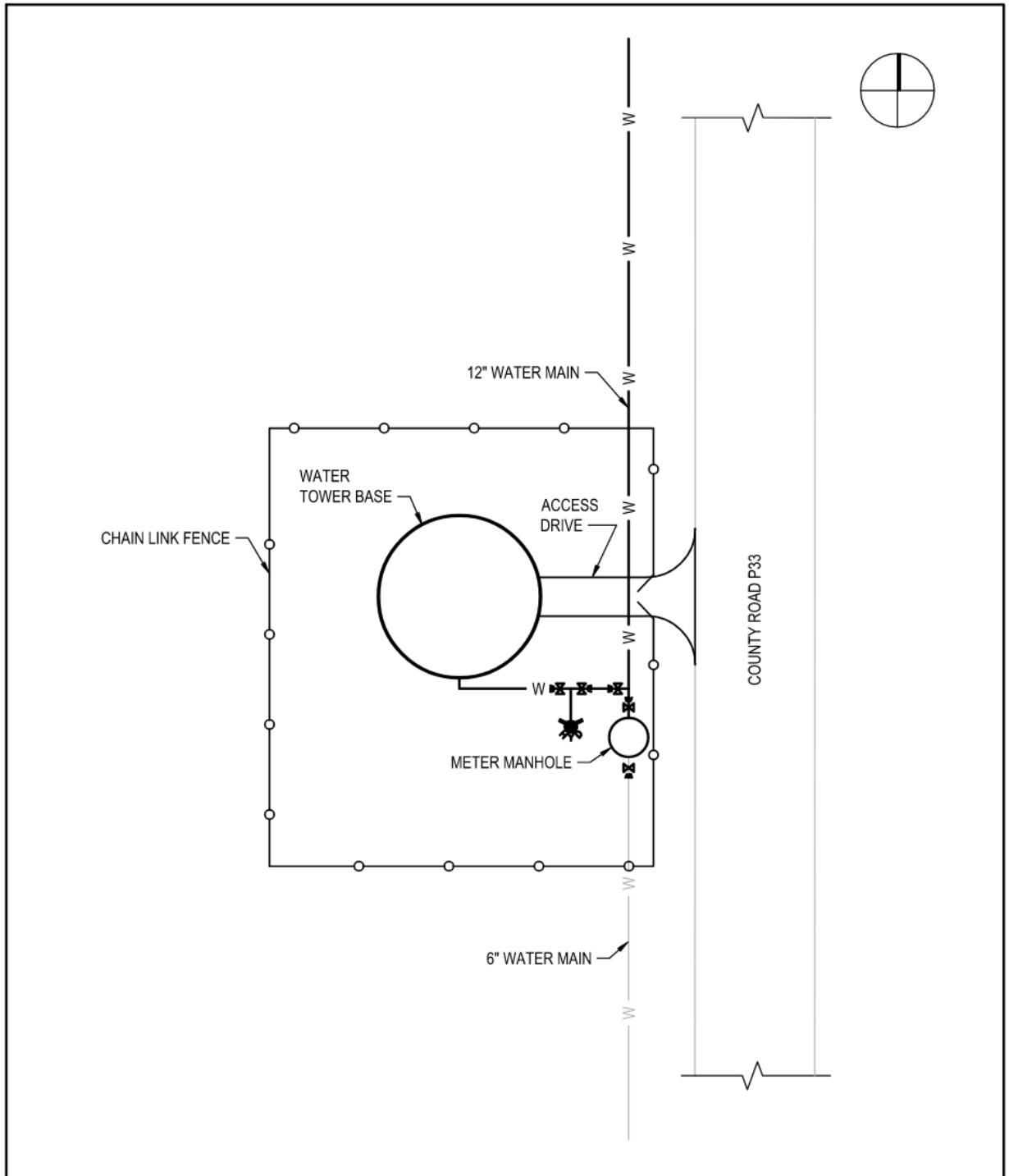


**WASHINGTON COUNTY RURAL WATER SYSTEMS AND
BLAIR WATER SYSTEM EVALUATION**

HIGHWAY 75 PUMP STATION SITE PLAN

DATE	JAN. 2024
FIGURE	8

Figure 9



**WASHINGTON COUNTY RURAL WATER SYSTEMS AND
BLAIR WATER SYSTEM EVALUATION**

COUNTY ROAD P33 ELEVATED TOWER SITE PLAN

DATE
JAN. 2024

FIGURE
9

4.2 Detailed Breakdown – PMRNRD

The unserved rural area north of System No. 2 is roughly bounded on the west by County Road P35, on the northeast by US Highway 75, and on the south by County Road 30 extended. The area is populated by farms, acreages, and a few small businesses. The proposed expansion would serve approximately 258 users if everyone connected. There are new subdivisions and acreages under construction in this area.

A preliminary rural water system layout has been developed for the proposed rural water system expansion to serve the unserved area identified above. Figure 6 illustrates the preliminary system layout and identifies potential customers in the area that was used in the development of the water system planning. A detailed schematic plan is included in Appendix C.

The proposed system expansion consists of water mains ranging in size from 2 IN to 12 IN.

A new 12 IN main would be constructed from the proposed County Road P33 Elevated Storage Tower beginning at the intersection of County Road P33 and P35. A meter would be set with a connection to the existing 6 IN main located on County Road P33 to provide system operational flexibility. The new 12 IN main would be located adjacent to County Road P35 and extend to County Road P32 and connect to the existing 12 IN main located on the north side of P32. The 6 IN and smaller pipes would be fed from this main.

A connection to the existing CITY Highway 75 12 IN main would occur at the termination of the 12 IN main near the OPPD plant entrance. A new 6 IN main would be constructed along Highway 75 and County Road 41 to serve the De Soto area. A meter pit would be installed at the point of connection to the existing main.

The expansion would include connections to the existing rural system including to the 6 IN main on County Road 39, north of County Road P32 and to the 8 IN main at the intersection of County Road P39 and Paradise Hill Lane. The existing mains were sized to allow for the eventual expansion of the rural water system.

The following is a summary of anticipated project costs for the WCRWS improvements:

Rural Water System, Full Build Out: \$6,401,524

The preliminary opinion of probable cost for the proposed CITY improvements are included in Appendix B.

5 Implementation Plan

The demands on the CITY and PMRNRD water systems are pressing. The PMRNRD System No. 1 Pump Station were operating at near capacity a substantial portion of last summer and the CITY was challenged to maintain the water level in the Highway 133 Elevated Storage Tower.

We recommend the following steps to address the challenges faced by the water systems:

1. Implement the modifications to the Black Elk Service Area.
2. Begin preliminary design for the proposed Blair water system improvements as outlined above.

3. Begin rural system interest survey.
4. Pursue funding.
5. Begin coordinating with Fort Calhoun and Washington County.

5.1 Black Elk Service Area Modification

The proposed expansion of the Black Elk Service Area can be accomplished immediately and without cost. The proposed expansion of the Black Elk Service Area would remove a portion of the demand from the Highway 133 Elevated Storage Tower and transfer it to the Black Elk Service Area resulting in increased turnover of the water in the Black Elk Ground Storage Reservoir, reduced demand on the South Pump Station, and reduction in the system pressures on the north portion of Highway 30.

We recommend monitoring the pressures on Skyline Drive after the service area change is made to confirm the accuracy of the hydraulic modeling. Skyline Drive would be the new high point in the service area and confirmation of the system pressure at this location would determine whether the change is detrimental to the residents.

5.2 Preliminary Design

The preliminary design will address the final sizing and timing of the proposed elevated storage tower and Highway 75 pump station. We recommend implementing the proposed rural water service area changes that results in Fort Calhoun being served entirely the City of Blair. This test would be completed after the 12 IN main from the South Pump Station has been returned to service and the system is operating as it was before the start of the south bypass project. The confirmation test would include hydrant flow testing and pressure monitoring in Fort Calhoun to confirm fire flow conditions are being met. The SCADA information will confirm the assumed performance of the Blair distribution system.

The confirmation testing will also inform the schedule for the proposed pump station and elevated storage tower improvements. The existing water tower in conjunction with the proposed County Road P35 water main may provide the required infrastructure to allow removal of Fort Calhoun from the WCRWS No. 1 Service Area, thereby reducing demand on the 60th Street Pump Station. The construction of the proposed elevated storage tower and pump station possibly could be delayed, depending on the results of the confirmation testing.

Funding agencies typically require development of the design through 30 percent to allow the cost estimates to be further advanced. The preliminary design for the CITY improvements would include topographic survey of the proposed County Road Elevated Storage Tower site and Highway 75 Pump Station site; geotechnical investigation for the elevated storage tower; refinement of the system hydraulics; and finalization of the land acquisition requirements for the elevated storage tower and the pump station. Tract descriptions would be developed for the property acquisitions.

The preliminary design for the PMRNRD improvements would begin after the potential user survey is complete. This report assumes all existing residents would connect to the rural system which is not likely for a variety of reasons with primary issue being cost. The survey would be conducted by PMRNRD personnel, and the results provided to HDR to inform the design. A new system layout would be completed after the survey is complete and decisions made on the extents of the initial system. It may not be financially viable to serve some residents at this time due to a limited amount of customer interest and financial viability. The

preliminary design would include the finalization of the water main alignments including the sides of the road, hydraulic model update to confirm the pipe sizes, and hydrant locations.

The following is the anticipated design and construction schedule assuming all of the proposed improvements are implemented immediately:

CITY Improvements:

Preliminary Design	Jun. 2024 – Oct. 2024
Final Design	Nov. 2024 – Jul. 2025
Construction	Jan. 2026 – May 2027

PMRNRD Improvements

Potential User Survey	May 2024 – Oct. 2024
Preliminary Design	Nov. 2024 – Mar. 2025
Final Design	Apr. 2025 – Aug. 2026
Construction	Oct. 2026 – Sep. 2027

The schedule for the CITY improvements is driven by the lead times for pumps and equipment.

5.3 Funding

The proposed improvements represent a substantial capital expense for both the CITY and the PMRNRD.

We recommend that the CITY and PMRNRD explore available state and federal programs for funding and financing opportunities. The Bipartisan Infrastructure Law (BIL) increased the amount of funding to state revolving fund (SRF) programs. Some of these programs can include grants or loan forgiveness. Additional funding through BIL is available through 2027 and projects eligible for federal assistance could be prioritized while BIL funding is available. In Nebraska, NDEE administers the SRF and should be consulted about funding and project eligibility. Other programs such as EPA’s Water Infrastructure Finance and Innovation Act (WIFIA) can allow the CITY and PMRNRD to borrow at U.S. Treasury rates and defer repayment until after substantial completion of a project. It is recommended to develop a funding and financing strategy to align available funding opportunities to specific projects or project types. At a minimum, this plan should evaluate and summarize the benefits and requirements for the following programs:

- a. Nebraska Drinking Water State Revolving Fund (DWSRF) – A low interest water infrastructure loan program that is administered by NDEE with EPA oversight. Some loan forgiveness is available for disadvantaged communities. In Nebraska, this is defined as water systems serving populations less than 10,000. It is recommended to meet with NDEE to communicate the water system needs to determine if any of the recommended improvements could qualify for loan forgiveness.
- b. America Rescue Plan Act (ARPA) – The American Rescue Plan (ARPA) provided funding for state and local governments for community improvements and infrastructure projects. ARPA funding must be allocated by December 31st, 2024, which is likely not possible unless the allocation dates are extended.

- c. Economic Development Administration (EDA) Grants – The Public Works and Economic Adjustment Assistance Program through the EDA provides funding for utility projects that stimulate development in rural and disadvantaged areas.
- d. EPA Grants – The EPA administers grant funding for water infrastructure projects through several grant programs. Most programs will have an emphasis on climate change and supporting rural and disadvantaged communities.

The proposed improvements address key priorities for funding agencies including consolidation of water systems, improved redundancy, resiliency, and serving unserved rural residents.

5.4 Fort Calhoun and Washington County Coordination

The proposed improvements would provide benefits for the City of Fort Calhoun and Washington County.

Fire protection for the City of Fort Calhoun is limited to the capacity of the System No. 1 Pump Station and the agreed upon maximum flow from System No. 1. The west portion of the City receives water from System No. 2 but the flow is not adequate for fire protection due to the size of the rural water mains, pressure reducing valves, and the requirement to maintain pressure for the upstream rural users. The proposed improvements would allow the City to draw from two elevated reservoirs to meet their fire flow demand and future system expansion.

We recommend meeting with City officials to discuss the proposed improvements including how the proposed improvements will benefit the City and ask for participation by the City in pursuing the funding applications. This report does not address improvements to the City's distribution system that may be necessary to accommodate the required flow.

Washington County would benefit from the proposed improvements through continued development in accordance with their comprehensive plan. Development in this portion of the County is limited by the lack of water and lack of quality water. The proposed improvements would make the expanded rural service area more desirable for development. In addition, the proposed improvements would allow for future expansion in the Cities of Blair and Fort Calhoun, thus improving the tax base.

We recommend meeting with County officials to discuss the proposed improvements and discuss County involvement in the funding application process. The County provided funding during the development of System No. 2 for the increased water main sizes to accommodate future development. County officials understood the potential expansion of the proposed rural system and the necessity of providing for that expansion. The County may want to provide funding for increased water main sizes to accommodate future development.

Coordination with the County during preliminary design would be necessary to understand the planned and potential developments within the proposed service area. As noted, new developments are under construction and likely more are planned. An understanding of the planned road improvements will also be critical to the water system design.

Appendix A - City of Blair Detailed Opinion of Probable Project Costs



Appendix B - PMRNRD Detailed Opinion of Probable Project Costs

Appendix C - Schematic Plans Proposed Rural Water System Expansion

MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 3/24/26
Re: Black Elk Pump Station Bid Award

Two bids were received for the Black Elk Pump Station Improvements. Both bids were received under the engineering cost estimates of \$1,213,000.00. The two bids were as follows:

Eriksen Construction - \$845,350.00

Crossland Heavy Contractors - \$996,000.00

HDR has reviewed the bids and recommended awarding the contract to Eriksen Construction. The city has a proven track record of good work with Eriksen Construction, and staff agree with the recommendation from HDR.

Due to long lead times for equipment, staff do not expect to see a lot of work on the ground until early 2027.

Recommendation: Acceptance of the bid from Eriksen Construction in the amount of \$845,350.00.

Fiscal Impact: \$845,350.00

RESOLUTION NO. 2026

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, two bids were received for modifications to the Black Elk Pump Station Project; and

WHEREAS, the lowest proposal, attached as Exhibit "A" was submitted by Eriksen Construction Co. Inc., for Eight Hundred Forty-Five Thousand Three Hundred Fifty Dollars (\$845,350.00);

WHEREAS, the Mayor and City Council accept the bid submitted by Eriksen Construction Co., Inc., and acknowledge that a notice to proceed will not be issued until SRF or other funding is secured.

NOW, THEREFORE, BE IT RESOLVED that the lowest proposal submitted by Eriksen Construction Co. Inc. in the amount of Eight Hundred Forty-Five Thousand Three Hundred Fifty Dollars (\$845,350.00) for modifications to the Black elk Pump Station be awarded with the understanding that a notice to proceed will not be issued until SRF or other funding is secured and the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute a contract between the City of Blair and Eriksen Construction Co. Inc., the same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE" AND COUNCIL MEMBERS -VOTING 'NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24th DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA



February 9, 2026

Mr. Charles Heaton
City of Blair
218 South 16th Street
Blair, NE 68008-1674

RE: Black Elk Pump Station Modifications Project
HDR Project No: 10417756

Dear Mr. Heaton,

The City of Blair, Nebraska opened bids for the Black Elk Pump Station Modifications Project on February 4th, 2026. The Engineer's Project Manager, Steven Hanna, attended the bid opening. Two (2) bids were received for this project with results of the bidding provided on the attached bid tabulations summary.

The Low Bid received was received from Eriksen Construction Company, Inc. in the amount of \$845,350.00.

The other bid received was received from Crossland Heavy Contractors, Inc. in the amount of \$996,000.00.

The Engineer's Opinion of Probable Construction Cost (OPCC) was \$1,213,000.00.

HDR recommends the award of the Black Elk Pump Station Modifications Project in the amount of \$845,350.00 to:

Eriksen Construction Company, Inc.
2456 South Hwy 30
Blair, NE 68008

HDR and the City of Blair have successfully worked with Eriksen Construction Company, Inc. in the past on several water and wastewater projects and are familiar with their quality of work. Eriksen Construction Company is qualified to perform this work.

Sincerely,
HDR Engineering

Steven Hanna, P.E.
Project Manager



BID TABULATION

PROJECT: City of Blair, NE
Black Elk Pump Station Modifications Project

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST: BASE BID **\$1,213,000**

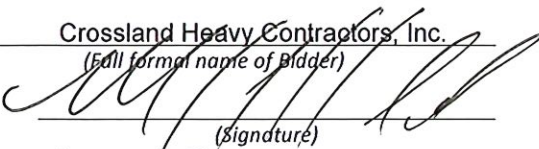
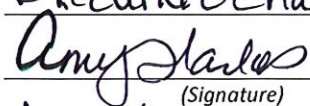
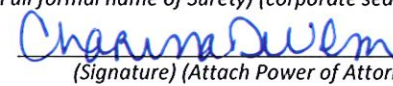
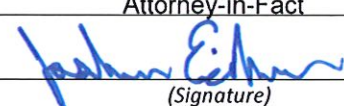
OWNER: City of Blair, NE
ENGINEER: HDR Inc.
BID DATE: February 4th, 2026

BID SCHEDULE			
Bid Item Number	Bid Item Description	Quantity	Unit
1	Instrumentation for Process Control	1	LS
2	All Remaining Work for the Black Elk Pump Station Modifications Project	1	LS
TOTAL Lump Sum Base Bid Price (Bid Items No. 1 and 2)			

Bid Security Addendum No. 1 Acknowledged

Bidder No. 1	Bidder No. 2
Eriksen Construction Co. Inc.	Crossland Heavy Contractors, Inc.
Total Price	Total Price
\$99,488.00 ⁽¹⁾	\$99,488.00 ⁽¹⁾
\$745,862.00	\$896,512.00
\$845,350.00	\$996,000.00
(1) Price provided to Bidders on bid form by Owner/Engineer.	(1) Price provided to Bidders on bid form by Owner/Engineer.
Yes	Yes
Yes	Yes

BID BOND (PENAL SUM FORM)

Bidder Name: Crossland Heavy Contractors, Inc. Address (principal place of business): 501 S. East Ave. Columbus, KS 66725	Surety Name: Federal Insurance Company / Fidelity and Deposit Company of Maryland Address (principal place of business): 202B Hall's Mill Road, Whitehouse Station, NJ 08889 / 1299 Zurich Way, Schaumburg, IL 60196-1056
Owner Name: City of Blair Address (principal place of business): 218 South 16 th Street Blair, NE 68008	Bid Project (name and location): Black Elk Pump Station Modifications Project Bid Due Date: February 4, 2026
Bond Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: February 4, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Crossland Heavy Contractors, Inc. (Full formal name of Bidder) By:  (Signature) Name: <u>Mark Sell</u> (Printed or typed) Title: <u>Executive Chairman</u> Attest:  (Signature) Name: <u>Amy Harlos</u> (Printed or typed) Title: <u>Witness</u>	Surety Federal Insurance Company / Fidelity and Deposit Company of Maryland (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Charissa D. Wilson</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Joshua Eichen</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Clara R. Navarro Abela, Myriah A. Anderson, Samantha Cuda, Alycia Marie Hoebener, Todd Alan Rambo, Timothy Craig Smith, and Desiree E. Westmoreland of Wichita, Kansas; Monica F. Donatelli, Joshua Eichen, Cassidy D. Thweatt, Neha Rai, Charissa D. Wilson, Morgan Wilkerson and S. Mark Wilkerson of Overland Park, Kansas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of January, 2026.

Rupert H.D. Swindells

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 20th day of January, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50173208
COMMISSION EXPIRES OCT 15, 2026

Stacy J. Loftin
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 4, 2026



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint S. Mark WILKERSON, Morgan WILKERSON, Cassidy D. THWEATT, Monica F. DONATELLI, Debra L. WALZ, Charissa D. WILSON, Joshua EICHEM, Neha S. RAI, of Overland Park, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of January, A.D. 2026



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Thomas O. McClellan

By: *Thomas O. McClellan*
Vice President

Daniel Lutes

By: *Daniel Lutes*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of January, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attomeys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attomeys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of February, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



ADVERTISEMENT FOR BIDS

CITY OF BLAIR
BLAIR, NEBRASKA
BLACK ELK PUMP STATION MODIFICATIONS

General Notice

The City of Blair (Owner) is requesting Bids for the construction of the following Project:

BLACK ELK PUMP STATION MODIFICATIONS

Bids for the construction of the Project will be received at the office of the City Clerk located at City Hall, 218 South 16th Street, Blair, Nebraska until Wednesday, February 4th, 2026 at 2:00 PM local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Installation of a third pump in the existing pump station including a variable frequency drive (VFD), installation of a standby generator and automatic transfer switch for the pump station, replacement of the two existing VFDs, replacement of the motor control center (MCC) and electrical power panels, replacement of the existing HVAC system with through wall heat pumps, and other associated modifications as shown and described in the Contract Documents.

Bids are requested for the following Contract: Black Elk Pump Station Modifications Project.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

A&D Technical Supply Company, Inc.
4320 South 84th Street, Omaha, NE 68127

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM to 5:00 PM local time and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, paper Bidding Documents will be sent via the prospective Bidder's delivery service. Electronic download of the Bidding Documents is also available by visiting the hyperlink listed in the table below. The shipping charge amount for physical copies will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Bidding Documents (including full-size Drawings)	\$100.00
Bidding Documents (including half-size Drawings)	\$65.00
Electronic download of Bidding Documents from https://plans.adtechsupply.com/View/Default.aspx	\$50.00

State Revolving Fund (SRF) Requirements

1. DAVIS-BACON ACT WAGE DETERMINATIONS
 - a. Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in the specifications for bidding purposes.
2. DEBARMENT AND SUSPENSION
 - a. The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. NONDISCRIMINATION IN EMPLOYMENT
 - a. Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.
4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
 - a. Each bidder must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself to the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.
5. AMERICAN IRON AND STEEL PRODUCTS
 - a. On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States, unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. For more information on AIS, please visit:
<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>.

Pre-bid Conference

A pre-bid conference for the Project will be held on Wednesday, January 28th at 10:00 AM local time at City Hall located at 218 S 16th St, Blair, NE 68008. Attendance at the pre-bid conference is encouraged but not required. A site visit to the pump station will occur after the pre-bid conference.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Blair

By: Brenda Wheeler

Title: City Clerk

Date: 1/14/2026

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INSTRUCTIONS TO BIDDERS
FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use, nor does it grant or confer ownership or any property interest in the Bidding Documents and other documents distributed for the Project. Authorization to download documents, or other distribution, includes the right for Bidding Documents holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the Bidding Documents holder pays all costs associated with printing or reproduction. Paper or other types of printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a Bidding Documents holder and obtain complete sets of Bidding Documents, in the format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered Bidding Documents holders will receive Addenda issued by Owner or Issuing Office.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as Bidding Documents holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other such sources (such as other prospective bidders), or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to prospective Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2024.005.20399 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and

Engineer cannot totally control the transmission and receipt of Electronic Documents nor any bidder's or the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's or Engineer's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract. Such statement or certification, as applicable, shall be signed by the same officer of Bidder's company that signed the Bid.
 - C. Bidder's state (or other issuing entity) contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidders shall be experienced in the kind of Work to be performed, shall have the or be able to obtain construction equipment necessary for the Work, and shall possess sufficient capital to properly perform the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show and document to Owner's satisfaction that Bidder has the necessary ability, facilities, equipment, and resources to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected

if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-bid conference does not alter the Bidding Documents. Owner or Issuing Office will issue Addenda to make any changes to the Bidding Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents, including in Specifications Section 01 11 00—Summary of Work. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any prospective Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data,

interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-Related Documents*

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. A Site visit is scheduled following the pre-bid conference. Access to the site shall not be provided during other times.

B. Bidders visiting the Site are required to: (1) arrange their own transportation to the Site; and (2) each Bidder visiting the Site is responsible for providing and using its own personal protective equipment appropriate for the Site and conditions, and in accordance with posted requirements, if any. Comply with Paragraph 5.05 of these Instructions to Bidders.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be indicated in the Supplementary Conditions. Where the Bidding Documents indicate an Owner's safety program, visitors to the Site during the bidding phase and at other times shall comply with Owner's safety programs.

5.06 *Other Work at the Site*

A. Reference is made to Specifications Section 01 11 00 – Summary of Work, for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other potentially confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will complete and submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can

make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Successful Bidder (as Contractor) will make similar express representations and certifications when it signs the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Mr. Mitch Miller; 1917 S. 67th Street, Omaha, NE 68106; Ph: 402-399-1375; E-mail: Mitchell.Miller@hdrinc.com.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all Bidding Documents holders registered with the Issuing Office. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Bidding Documents.
- 7.05 Addenda that engineer judges to have a material or significant effect on Bidders' preparation of pricing and other requirement element of the Bid will be transmitted via Addendum for Bidders' receipt not less than three days prior to the scheduled date for receipt of the Bids. Clarifications or modifications that Engineer deems will not have a material or substantial effect on the preparation of Bids may be transmitted for Bidders' receipt later, for receipt prior to the deadline for receipt of Bids.

ARTICLE 8—BID SECURITY

- 8.01 *Required Form and Amount of Bid Security*
 - A. A Bid must be accompanied by bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
 - B. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.02 *Bid Security of Successful Bidder*
 - A. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has signed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Successful Bidder's bid security will be released.

- B. If the Successful Bidder fails to sign and deliver the Contract and furnish the required Contract security within the number of days, indicated in Paragraph 20.01 of these Instructions to Bidders, after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- C. Upon Successful Bidder's default:
 - 1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due Owner.
 - 2. When the bid security is a damages form of bid bond, to the extent of Owner's damages will be forfeit and due Owner.
 - 3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the Bidding Documents. Owner will so notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
- D. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 Bid Security of Bidders other than the Successful Bidder

- A. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.
- B. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
- C. Release of Bid Security: Owner may release any Bidder's bid security by returning such bid security to the associated Bidder. When bid security is in the form of a bid bond, Owner may dispose of or destroy the bid bond and so advise the associated Bidder in writing that the bid bond has been released.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any), are to be achieved are set forth in the Agreement.
- 9.02 Provisions for liquidated and special damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials, equipment, and procedures specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items or procedures. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment or procedure, application for such

acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, and will perform the Work in accordance with procedures indicated in the Bidding Documents, as supplemented by Addenda, if any. Assumptions regarding the possibility of post-bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so in the Specifications or elsewhere in the Bidding Documents. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should not submit a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested by Owner or Engineer, must submit to Owner (with a copy to Engineer) a list of the Subcontractors and Suppliers proposed for the following portions of the Work within five days after the bid opening:
- A. Electrical.
 - B. Mechanical.
 - C. Pump supplier.
 - D. VFD supplier.
 - E. Standby generator supplier.
- 11.03 If requested by Owner or Engineer, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and awarding the Contract.
- 11.04 If apparent Successful Bidder declines to make a requested substitution, Owner may award the Contract to another Bidder, consistent with the basis for evaluating the Bids for award as set forth in these Instructions to Bidders, that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to issuance of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be

indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8.5inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be signed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be signed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be signed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be indicated on the Bid Form.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate, unbound copy of the Bid Form, and, where required, the Bid Bond Form and other supplements to the Bid Form. The unbound copy of the Bid Form and supplements (if any) is to be completed and submitted with the Bid security and the other documents required with the Bid by Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery method, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement or invitation to bid.

14.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. Owner accepts no responsibility for delays in returning Bids submitted or delivered to the incorrect location.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted, prior to the date and time established in the Bidding Documents for the receipt of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 of this Article and submit a new Bid prior to the date and time for established in the Bidding Documents the receipt of Bids.

15.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the bid security will be returned.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement or invitation to bid and, unless obviously non-responsive, will be read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 An abstract of the amounts of the base Bids and major alternates, if any, will be furnished by Owner or Engineer to plan rooms and construction information subscription services.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may reject the Bid of any Bidder that fails to demonstrate appropriate qualifications, experience, and resources for the Work, in accordance with Article 3 of these Instructions to Bidders.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 *Basis for Award of Contract*
 - A. If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest-priced, responsive Bid that has not otherwise been disqualified.
- 18.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or elsewhere in the Bidding Documents, or prior to the Notice of Award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications, experience, and resources of the Bidder and may consider the qualifications, experience, and resources of

Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner, with or without Engineer's assistance, may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Paragraph 2.01 and Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the signed Agreement to Owner (or Owner's representative), it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8 ("Bid Security") of these Instructions to Bidders addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Agreement, along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and required bonds and insurance documentation (as required by the Contract Documents) to Owner. Within 10 days thereafter, Owner will deliver one fully signed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is not exempt from Nebraska State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—REQUIREMENTS FOR SRF PROJECTS

22.01 *DAVIS-BACON ACT WAGE DETERMINATIONS*

- A. Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in these specifications for bidding purposes. In addition, wage rate requirements under Public Law 111-88 are found in the federal assurances of these specifications.

22.02 *CONTRACT PROVISIONS (CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; COPELAND ACT)*

- A. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued

by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

22.03 NONDISCRIMINATION IN EMPLOYMENT

- A. Discrimination on the basis of race, color, national origin, disability, age, or sex is prohibited and the intimidation or retaliation against any individual or group because they have exercised their rights to participate in or oppose actions protected/prohibited by 40 C.F.R. Parts 5 and 7 is prohibited. All employment under the project is subject to and must be in compliance with the following: i) the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as amended; ii) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and iii) Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.
- B. By the submission of its bid, each bidder acknowledges that they understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.49(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor.
- C. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$10,000). The bidder understands and agrees that "affirmative action" as used herein shall constitute employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

22.04 EPA "FAIR SHARE" POLICY, MBE/WBE SUBCONTRACTING GOAL

- A. The successful prime contractor agrees to ensure to the fullest extent possible that at least a 14 percent (6% - MBE; 8% - WBE) "Fair Share" of SRF funds for subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.
- B. The prime contractor agrees to include in their bid specifications for subcontracts, a 14 percent (6% - MBE; 8% - WBE) "Fair Share". The prime contractor agrees to report on all procurement actions regardless of the size of the sub-agreement. The prime contractor agrees to provide documentation of all efforts taken to achieve the "Fair Share". To evaluate compliance with the "Fair Share" policy, the prime contractor also agrees to comply with the six affirmative steps stated in 40 CFR 33.240; or 40 CFR 31.36(e), or 40 CFR 35.6580, whichever is applicable.

22.05 EMPLOYMENT UNDER PUBLIC CONTRACTS, LB 403, APPROVED BY THE GOVERNOR APRIL 8, 2009

- A. The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.
- B. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the

electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the EVerify 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. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us;
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

22.06 AMERICAN IRON AND STEEL PRODUCTS

- A. Public Law 114-113, Consolidated Appropriations Act, 2016 requires that none of the appropriated funds for the DWSRF or the CWSRF as found in the amendments in the Water Resources Reform and Development Act (WRRDA) to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA): Section 5004. American Iron and Steel (Section 608), may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project is produced in the United States unless a waiver is provided to the recipient by EPA. In order to receive a waiver, the Assistance Recipient must send a written request to the Administrator. A decision will be made based on the following criteria:
 1. The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested.
 2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, and
 3. Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.
- B. If the Administrator receives a request for a waiver, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
- C. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2.0 percent carbon, and may include other elements.

22.07 *RIGHT OF ENTRY*

- A. Environmental Protection Agency regulations provide for site visits by federal agencies and associated state agencies. The Nebraska Department of Water, Energy, and Environment is an associated state agency and provision for site visits and right of entry shall be granted.

22.08 *HISTORICAL AND ARCHAEOLOGICAL*

- A. If, during the course of construction, evidence of deposits of historical, prehistoric, paleontological, or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the State, c/o Nebraska Historical Society, State Preservation Officer, P.O. Box 82554, Lincoln, Nebraska 68508, Toll Free (800) 833-6747. No further disturbance of the deposits shall ensue until the contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and make a determination to the Department of Water, Energy, and Environment and owner. Compensation to the contractor, if any, for lost time or change in construction to avoid the find, shall be determined in accordance with changed site conditions or change order provisions of the specifications.

22.09 *COMPLIANCE WITH THE MIGRATORY BIRD TREATY ACT (MBTA)*

- A. This Federal Act (16 U.S.C. 703-712: Ch. 128 as amended) makes illegal those construction activities that kill (take) migratory birds or destroys eggs, young or active nests. The construction contractor should make reasonable effort to avoid occupied bird nests with eggs or young during clearing and grubbing of trees or trenching and backfilling or other construction activities.
- B. Although the provisions of the MBTA are applicable year-round, most migratory bird nesting activity in Nebraska occurs during the period April 1 to July 15. However, some migratory birds are known to nest outside of the aforementioned primary nesting season period. Raptors can be expected to nest in woodland habitats during February 1 through July 15. Sedge wrens, which occur in some wetland habitats normally, nest from July 15 to September 10. If the construction may result in the taking of nesting migratory birds, U.S. Fish and Wildlife Service (USFWS) recommends that the construction contractor arrange to have a qualified biologist conduct a field survey of the affected habitats.
- C. The USFWS's Nebraska Field Office should be contacted immediately for further guidance if a field survey identifies the existence of one or more active bird nests, which cannot be avoided by the planned construction activities. Adherence to these guidelines will help to avoid the unnecessary take of migratory birds and the possible need for law enforcement action. The USFWS address and phone number is the following:

**United States Department of the Interior Fish and
Wildlife Service Nebraska Field Office
9325 South Alda Road
Wood River, NE 68883**

Phone: (308) 382-6468 / Fax: (308) 384-8835 / Email: nebraskaes@fws.gov

Ground Nesting Birds in Nebraska covered by MBTA:

**Western Meadowlark (*Sturnella neglecta*), Nebraska State Bird
Piping plover (*Charadrius melodus*), Endangered Species
Interior least tern (*Sterna antillarum*), Endangered Species**

Sandhill crane (*Grus Canadensis*)
Whooping crane (*Grus Americana*), Endangered Species

Above Ground Nesting Birds (Raptors) in Nebraska covered by MBTA:

Bald Eagle (*Haliaeetus leucocephalus*), Threatened Species
Peregrine Falcon (*Falco peregrine*)
Red-tailed Hawk (*Buteo jamaicensis*)

FOR THE FULL COMPREHENSIVE LIST OF BIRDS COVERED BY MBTA SEE:
<https://www.fws.gov/law/migratory-bird-treaty-act-1918>.

22.10 COMPLIANCE WITH THE BALD AND GOLDEN EAGLE PROTECTION ACT (EAGLE ACT)

- A. The golden eagle is found in arid, open country with grassland for foraging in western Nebraska and usually near buttes or canyons which serve as nesting sites. Bald eagles utilize mature, forested riparian areas near rivers, streams, lakes and wetlands and occur along all the major river systems in Nebraska. The bald eagle southward migration begins as early as October and wintering period extends from December-March. Additionally, many eagles nest in Nebraska from mid-February through mid-July. Disturbances within 0.5 mile of an active nest or within line-of-sight of the nest could cause adult eagles to discontinue nest building or to abandon eggs. Both bald and golden eagles frequent river systems in Nebraska during the winter where open water and forested corridors provide feeding, perching and roosting habitats. If it is determined that either species could be affected by the proposed project, the USFWS should be notified at the above phone and email address as well as the Nebraska Game and Parks Commission for recommendations to avoid adverse impacts to the bald and golden eagles.

22.11 COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT

- A. The Borrower, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

22.12 ADDITIONAL ASSURANCES AND REQUIREMENTS

- A. Additional assurances and requirements of EPA and NDWEE related to SRF funded projects are more fully described in later sections of these Contract Documents. In addition, all work done on the project should be in accordance with all applicable federal, state, and local regulations and authorities, including cross-cutter requirements as stated in Attachment D of the SRF loan agreement.

BID FORM
FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- E. SRF Forms:
 - 1. NDWEE Form NDWEE-BC01 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - 2. NDWEE Form NDWEE-BC02a – Nebraska State Revolving Contractor Bidding Certifications.
 - 3. NDWEE Form NDWEE-BC03 (EPA Form 6100-4) – Disadvantaged Business Enterprise (DBE) Program Subcontractor Utilization Form.
 - 4. NDWEE Form NDWEE-BC04 (EPA Form 6100-3) - Disadvantaged Business Enterprise (DBE) Program Subcontractor Performance Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum prices shown in the Lump Sum Bid Schedule:

1. Lump Sum Price (Single Lump Sum)

LUMP SUM BID SCHEDULE				
No.	Item	Unit	Quantity	Bid Amount
1	Instrumentation for Process Controls	LS	1	\$99,488.00 ^a
2	All Remaining Work for the Black Elk Pump Station Modifications Project	LS	1	\$ 816,512
TOTAL LUMP SUM BID (Bid Items No. 1 thru 2)				\$ 996,000

^aSee Proposal by Automatic Systems Company attached to this Bid Form as well as Section 01 22 00 – Measurement and Payment for a detailed description of this Bid Item.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	1/30/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Crossland Heavy Contractors, Inc,

(typed or printed name of organization)

By:



(individual's signature)

Name: Chris Walters

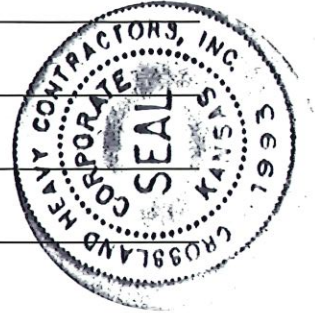
(typed or printed)

Title: Vice President

(typed or printed)

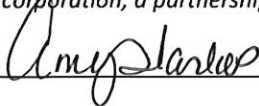
Date: 2/4/2026

(typed or printed)



If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Amy Harlos

(typed or printed)

Title: Estimating Admin. Assistant

(typed or printed)

Date: 2/4/2026

(typed or printed)

Bidder's Address for giving notices:

501 SE Avenue, Columbus, KS 66725

Bidder's Contact Person:

Name: Matt Rippe

(typed or printed)

Title: Division Manager

(typed or printed)

Phone: 531.867.3607

Email: mrippe@heavycontractors.com

Address: 10711 Chandler Rd, Ste 200

LaVista, NE 68128

Bidder's Contractor License No.: (if applicable) 73219-26

CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue
P.O. Box 350
Columbus, KS 66725
tel 620.429.1410
fax 620.429.2977

List of Proposed Subcontractors:

<u>Contractor:</u>	<u>Scope of Work:</u>
1. <u>Downs Electric</u>	<u>Electrical</u>
2. <u>GETZSCHMAN</u>	<u>Mechanical</u>
3. _____	_____
4. _____	_____
5. _____	_____

List of Proposed Suppliers:

<u>Supplier:</u>	<u>Product:</u>
1. <u>FAIRBANKS</u>	<u>Pump</u>
2. <u>Yaskawa</u>	<u>VFD</u>
3. <u>CAT</u>	<u>Generator</u>
4. _____	_____
5. _____	_____



Mark Sell, Executive Chairman



Certification Regarding Debarment, Suspension, and Other Responsibility Matters

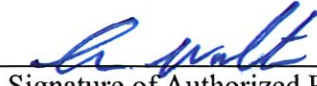
The prospective participant certifies to the best of its knowledge and belief that it and its principals, in accordance with Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under [18 USC Sec. 1001](#), a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Chris Walters, Vice President

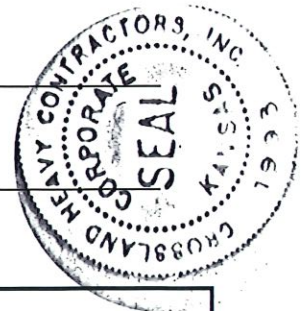
Printed Name and Title of Authorized Representative



Signature of Authorized Representative

1/29/26

Date



Checking this box indicates that I am unable to certify the above statements and have provided a written explanation along with this form.

Nebraska State Revolving Contractor Bidding Certifications

This project that the Contractor is submitting a bid for is receiving funding from the Nebraska State Revolving Fund (SRF) Program. The Contractor acknowledges to and for the benefit of the SRF Recipient and the Nebraska Department of Water, Energy, and Environment (the "Funding Authority") that by accepting this contract, the Contractor acknowledges and agrees to the following terms and requirements of the project:

- Davis-Bacon & Related Acts
- American Iron and Steel (AIS)

DAVIS-BACON AND RELATED ACTS CERTIFICATION

The [Davis-Bacon and Related Acts \(DBRA\)](#) is a collection of labor standards provisions administered by the Department of Labor that are applicable to projects funded with SRF funding. These labors include the:

- **Davis-Bacon Act**, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts;
- **Copeland "Anti-Kickback" Act**, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which they are entitled; and
- **Contract Work Hours and Safety Standards Act**, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

The Contractor acknowledges that by accepting this contract, the contractor acknowledges and agrees to the terms provided in the [EPA'S DBRA Requirements for Contractors and Subcontractors \(https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts\)](https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts) and terms and conditions in accordance with [29 CFR Part 5](#). The Contractor hereby represents and warrants to and for the benefit of the SRF Recipient and Funding Authority:

- a) the Contractor has reviewed and understands the DBRA;
- b) will include a copy of all applicable wage determinations applied to the project with their contract agreement;
- c) the applicable wage determination shall apply to any and all subcontractors under the Contractor; and
- d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary as may be requested by the SRF Recipient or the Funding Authority.

For Sole Proprietors and Business Owners Performing Labor and Mechanical Work

- Please check this box if you, the Contractor, are a sole proprietor and a "business owner" as defined by [29 CFR 541.101](#), or plan to have a business owner perform labor and mechanical work on the project. This does **not** include laborers and mechanics classified as independent contractors or "1099 workers".

**AMERICAN IRON AND STEEL PRODUCTS
CERTIFICATION**

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Assistance Recipient’s bid solicitation and provisions of Section 436(a) of H.R. 3547, the Bidder certifies that this bid reflects the Bidder’s best, good faith effort to identify domestic sources of iron and steel products. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Assistance Recipient of the U.S. production of each iron and steel product so identified.
3. Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel products, and an analysis that supports its applicability to the iron and steel products:
 - b. Verifiable documentation sufficient to the Assistance Recipient, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron and steel products but has determined that such iron and steel products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, or in sufficient and reasonably available quantities and of a satisfactory quality, or inclusion of iron and steel products produced in the United State will increase the cost of the overall project by more than 25 percent, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder’s efforts to secure any such American-made iron and steel products, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 436(b) with respect to such iron and steel products. The Bidder further agrees that, if this bid is accepted, it will assist the Assistance Recipient in amending, supplementing, or further supporting such information as required by the Assistance Recipient to request and, as applicable, implement the terms of a waiver with respect to any such iron and steel products.

The Contractor hereby acknowledges that they have read and understand these requirements and that they shall be responsible for and shall comply with the Davis-Bacon and Related Acts and American Iron and Steel regulations.

Project: Black Elk Pump Station Modifications - Blair NE

Chris Walters, Vice President

Printed Name and Title of Authorized Representative


Signature of Authorized Representative

1/29/26
Date



This form is intended to depict the use of identified certified Disadvantaged Business Enterprise (DBE)¹ prime contractors and subcontractors² and the estimated dollar amount of each subcontract. An SRF Financial Assistance Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

To be completed by Primary Contractor

Prime Contractor Name: Crossland Heavy Contractors		Project Name: Black Elk Pump Station	
Bid / Proposal / Contract No.:	Assistance Agreement ID No. (if known):	Point of Contact: Matt Rippe	
Address: 10711 Chandler Rd, Ste 200, LaVista NE 68128			
Telephone No.: 531.867.3607		Email Address: mrippe@heavycontractors.com	
Are you a Certified DBE¹? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If yes, please identify the certifying entity:			

I have, or plan to have, work that will be subcontracted out on this project: YES NO

I have identified and utilized DBE certified subcontractors: YES NO

• If yes, please complete the table below. If no, please explain:


Subcontractor Name / Company Name	Company Address / Phone / Email	Est. Dollar Amt	Currently DBE Certified?

[Continue on back if needed]

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205. Approved certifying entities include The United States Small Business Administration (SBA); The United States Department of Transportation; or an Indian Tribal Government, State Government, local Government or independent private organization in accordance with EPA's 8% or 10% statute as applicable.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I agree that any subcontractors employed will be provided with EPA Form 6100-2 Supplement and EPA Form 6100-3 Supplement. I have read and agree to comply with the requirements set forth in [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>) including in the event of a replacement of a subcontractor.

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	1/29/26



As required by [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>), prime contractors must provide this form to all of their DBE¹ subcontractors². This form is for the documentation of participation from a selected DBE contractor. An SRF Financial Assistance Recipient must require its prime contractors to provide this form to their DBE Subcontractors for completion and submit it to the Nebraska Department of Water, Energy, and Environment - SRF Program. Prime contractors should also maintain a copy of this form on file.

To be completed by DBE subcontractor

Subcontractor Name:		Project Name:	
Prime Contractor Name:			
Bid / Proposal / Contract No.:		Assistance Agreement ID No. (if known):	Point of Contact:
Address:			
Telephone No.:		Email Address:	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> OTHER: _____		Meets / exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205. Approved certifying entities include The United States Small Business Administration (SBA); The United States Department of Transportation; or an Indian Tribal Government, State Government, local Government or independent private organization in accordance with EPA's 8% or 10% statute as applicable.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. By signing this form, I agree that I have read and will comply with the requirements set forth in [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>).

Subcontractor Signature	Print Name
Title	Date

Primary Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	1/29/26





Good Life. Great Connections.

DEPARTMENT OF LABOR



Contractor Registration Certificate

This certificate is non-transferable

Registration # 73219-26

Date Expiring: 1/30/2027

Crossland Heavy Contractors, Inc.
Crossland Heavy Contractors, Inc.
501 S East Avenue
COLUMBUS, KS 66725

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239


Commissioner of Labor

CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue • P.O. Box 350

Columbus, KS 66725

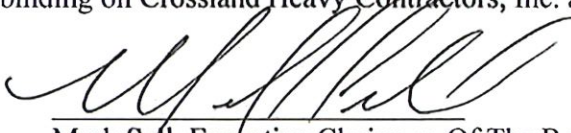
tel 620.429.1410

fax 620.429.2977


Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 25th day of April 2025, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Erick Lowe, Justin Lillie, Dan Thompson, Ron Edmond or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe, Jason Lundry, Ron Edmond or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.



Mark Sell, Executive Chairman Of The Board

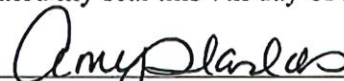
ATTEST: 
Holly Rhodes, Secretary



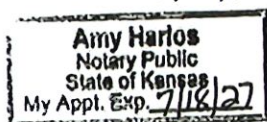
State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, Chairman Of The Board of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.


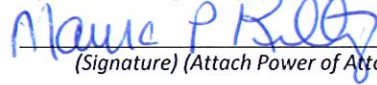
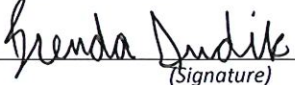

In witness thereof I have set my hand and affixed my seal this 7th day of January 2026.


Notary Public

My Commission Expires: 7/18/27



BID BOND (PENAL SUM FORM)

Bidder Name: Eriksen Construction Co., Inc. Address <i>(principal place of business)</i> : P.O. Box 610 Blair, NE 68008	Surety Name: Inland Insurance Company Address <i>(principal place of business)</i> : P.O. Box 80468 Lincoln, NE 68501
Owner Name: City of Blair Address <i>(principal place of business)</i> : 218 South 16 th Street Blair, NE 68008	Bid Project <i>(name and location)</i> : Black Elk Pump Station Modifications Project Bid Due Date: February 4, 2026
Bond Penal Sum: Five Percent (5%) of Amount Bid Date of Bond: February 4, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Eriksen Construction Co., Inc. <i>(Full formal name of Bidder)</i>	Surety Inland Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Jenny Eriksen</u> <i>(Printed or typed)</i>	Name: <u>Maura P. Kelly</u> <i>(Printed or typed)</i>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Brenda Dudik</u> <i>(Printed or typed)</i>	Name: <u>Alex Mausbach</u> <i>(Printed or typed)</i>
Title: <u>Witness</u>	Title: <u>Attester</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or Maura P. Kelly, Council Bluffs, Iowa
or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey or Alex Mausbach or Justin Tomlin
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 21st day of April, 20 25.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.
Lancaster

INLAND INSURANCE COMPANY

Curt L. Hartter

President



On this 21st day of April, 20 25, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2026.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.
Signed and sealed at the City of Lincoln, Nebraska this 4th day of February, 20 26.

Philip C. Abel

Director



BID FORM
FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- E. SRF Forms:
 - 1. NDWEE Form NDWEE-BC01 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - 2. NDWEE Form NDWEE-BC02a – Nebraska State Revolving Contractor Bidding Certifications.
 - 3. NDWEE Form NDWEE-BC03 (EPA Form 6100-4) – Disadvantaged Business Enterprise (DBE) Program Subcontractor Utilization Form.
 - 4. NDWEE Form NDWEE-BC04 (EPA Form 6100-3) - Disadvantaged Business Enterprise (DBE) Program Subcontractor Performance Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum prices shown in the Lump Sum Bid Schedule:

1. Lump Sum Price (Single Lump Sum)

LUMP SUM BID SCHEDULE				
No.	Item	Unit	Quantity	Bid Amount
1	Instrumentation for Process Controls	LS	1	\$99,488.00 ^a
2	All Remaining Work for the Black Elk Pump Station Modifications Project	LS	1	\$ 745,862 ^w
TOTAL LUMP SUM BID (Bid Items No. 1 thru 2)				\$ 845,350 ^w

^aSee Proposal by Automatic Systems Company attached to this Bid Form as well as Section 01 22 00 – Measurement and Payment for a detailed description of this Bid Item.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
i	1/30/26

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Eriksen Construction Co., Inc.

By: Jenny Eriksen *(typed or printed name of organization)*
(individual's signature)

Name: Jenny Eriksen
(typed or printed)

Title: President
(typed or printed)

Date: February 4, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Brenda Dudik
(typed or printed)

Title: Office Manager
(typed or printed)

Date: February 4, 2026
(typed or printed)

Bidder's Address for giving notices:

2546 S Hwy 30; PO Box 610
Blair, NE 68008

Bidder's Contact Person:

Name: Todd Bade
(typed or printed)

Title: Director of Project Management
(typed or printed)

Phone: 402-426-3119

Email: toddb@eriksenconst.com

Address:

2546 S Hwy 30
PO Box 610
Blair, NE 68008

Bidder's Contractor License No.: (if applicable) 21168-25

Certificate of Corporate Resolution

I certify that I am a Secretary of Eriksen Construction Co., Inc. and that at a meeting of the Board of Directors of this Corporation duly called and held at its office at Blair, Nebraska on this 4th day of February 2026, the following resolution was duly adopted and is now in full force and effect:

BE IT RESOLVED that Jennifer Eriksen, President, of Eriksen Construction Co., Inc. be authorized to execute on behalf of the Corporation, the following:

City of Blair
Black Elk Pump Station Modifications
Blair, Nebraska

IN WITNESS WHEREOF, I have hereunto affixed my name as a Secretary of the Corporation and have caused the Corporate Seal of said Corporation to be hereto affixed this 4th day of February 2026.



Vicki Dunkle, Secretary
Eriksen Construction Co., Inc.
2546 South Hwy. 30
PO Box 610
Blair, Nebraska 68008
Phone: 402-426-3119
State of Incorporation: Nebraska

CORPORATE SEAL

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

ERIKSEN CONSTRUCTION CO., INC.

**incorporated on December 16, 1983 and is duly incorporated under the law of
Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that Articles of Dissolution have not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

November 11, 2025



A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State

NEBRASKA

Good Life. Great Connections.

DEPARTMENT OF LABOR



Contractor Registration Certificate

This certificate is non-transferable

Registration # 21168-25

Date Expiring: 8/1/2026

ERIKSEN CONSTRUCTION CO., INC.
ERIKSEN CONSTRUCTION CO., INC.
2546 SO., HWY 30, P.O. Box 610
BLAIR, NE 68008

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239

Kyle J. Thuermer
Commissioner of Labor

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals, in accordance with Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under [18 USC Sec. 1001](#), a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Jenny Eriksen, President

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

February 4, 2026

Date

Checking this box indicates that I am unable to certify the above statements and have provided a written explanation along with this form.

Nebraska State Revolving Contractor Bidding Certifications

This project that the Contractor is submitting a bid for is receiving funding from the Nebraska State Revolving Fund (SRF) Program. The Contractor acknowledges to and for the benefit of the SRF Recipient and the Nebraska Department of Water, Energy, and Environment (the "Funding Authority") that by accepting this contract, the Contractor acknowledges and agrees to the following terms and requirements of the project:

- Davis-Bacon & Related Acts
- American Iron and Steel (AIS)

DAVIS-BACON AND RELATED ACTS CERTIFICATION

The [Davis-Bacon and Related Acts \(DBRA\)](#) is a collection of labor standards provisions administered by the Department of Labor that are applicable to projects funded with SRF funding. These labors include the:

- **Davis-Bacon Act**, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts;
- **Copeland "Anti-Kickback" Act**, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which they are entitled; and
- **Contract Work Hours and Safety Standards Act**, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

The Contractor acknowledges that by accepting this contract, the contractor acknowledges and agrees to the terms provided in the [EPA'S DBRA Requirements for Contractors and Subcontractors \(https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts\)](https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts) and terms and conditions in accordance with [29 CFR Part 5](#). The Contractor hereby represents and warrants to and for the benefit of the SRF Recipient and Funding Authority:

- a) the Contractor has reviewed and understands the DBRA;
- b) will include a copy of all applicable wage determinations applied to the project with their contract agreement;
- c) the applicable wage determination shall apply to any and all subcontractors under the Contractor; and
- d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary as may be requested by the SRF Recipient or the Funding Authority.

For Sole Proprietors and Business Owners Performing Labor and Mechanical Work

- Please check this box if you, the Contractor; are a sole proprietor and a "business owner" as defined by [29 CFR 541.101](#), or plan to have a business owner perform labor and mechanical work on the project. This does not include laborers and mechanics classified as independent contractors or "1099 workers".

AMERICAN IRON AND STEEL PRODUCTS CERTIFICATION

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Assistance Recipient's bid solicitation and provisions of Section 436(a) of H.R. 3547, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Assistance Recipient of the U.S. production of each iron and steel product so identified.
3. Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel products, and an analysis that supports its applicability to the iron and steel products:
 - b. Verifiable documentation sufficient to the Assistance Recipient, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron and steel products but has determined that such iron and steel products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, or in sufficient and reasonably available quantities and of a satisfactory quality, or inclusion of iron and steel products produced in the United State will increase the cost of the overall project by more than 25 percent, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder's efforts to secure any such American-made iron and steel products, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 436(b) with respect to such iron and steel products. The Bidder further agrees that, if this bid is accepted, it will assist the Assistance Recipient in amending, supplementing, or further supporting such information as required by the Assistance Recipient to request and, as applicable, implement the terms of a waiver with respect to any such iron and steel products.

The Contractor hereby acknowledges that they have read and understand these requirements and that they shall be responsible for and shall comply with the Davis-Bacon and Related Acts and American Iron and Steel regulations.

Project: Black Elk Pump Station Modifications

Jenny Eriksen, President

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

February 4, 2026

Date

This form is intended to depict the use of identified certified Disadvantaged Business Enterprise (DBE)¹ prime contractors and subcontractors² and the estimated dollar amount of each subcontract. An SRF Financial Assistance Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

To be completed by Primary Contractor

Prime Contractor Name: Eriksen Construction Co., Inc		Project Name: Black Elk Pump Station Modifications	
Bid / Proposal / Contract No.: HDR 10417756	Assistance Agreement ID No. (if known):	Point of Contact: Todd Bade	
Address: 2546 S Hwy 30; PO Box 610; Blair, NE 68008			
Telephone No.: 402-426-3119		Email Address: toddb@eriksenconst.com	
Are you a Certified DBE¹? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If yes, please identify the certifying entity:			


I have, or plan to have, work that will be subcontracted out on this project: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
I have identified and utilized DBE certified subcontractors: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If yes, please complete the table below. If no, please explain: *** Federal Government recently changed certification criteria for DBE program requiring all DBEs to reapply. Target date for release of new DBE directory is April 2026. No companies have a DBE certification at this time.***			
Subcontractor Name / Company Name	Company Address / Phone / Email	Est. Dollar Amt	Currently DBE Certified?

[Continue on back if needed]

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205. Approved certifying entities include The United States Small Business Administration (SBA); The United States Department of Transportation; or an Indian Tribal Government, State Government, local Government or independent private organization in accordance with EPA's 8% or 10% statute as applicable.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I agree that any subcontractors employed will be provided with EPA Form 6100-2 Supplement and EPA Form 6100-3 Supplement. I have read and agree to comply with the requirements set forth in [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>) including in the event of a replacement of a subcontractor.

Prime Contractor Signature	Print Name
	Jenny Eriksen
Title	Date
President	February 4, 2026

MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 3/24/26
Re: Cauble Creek Trail Repairs

During the rain events in August 2025, several creek areas around town suffered a lot of erosion. Cauble Creek washed out a section of the bike trail behind the Good Shepherd Home. Staff have been working with contractors and engineers on the best solution to fix this trail. Staff reached out to a few firms to provide a scope of services; one was received from Houston Engineering in the amount of \$44,631.00. Staff have also been working with FEMA and NEMA on disaster assistance. The scope will include coordinating with these agencies and developing two repair plans. One will put the trail and banks back to pre-storm conditions, and the other will design for a mitigated and improved retaining wall and trail. This is a FEMA requirement to help determine the amount of assistance we will receive. Once the design is done, staff will return to the council for approval to get bids for the work, and should have a better idea of assistance from FEMA and NEMA.

Recommendation: Acceptance of the scope and fee from Houston Engineering for \$44,631.00

Fiscal Impact: \$44,631.00

RESOLUTION NO. 2026

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, on proposal was received for the engineering of reconstruction and stormwater/erosion work along the Cauble Creek Trail;

WHEREAS, the only proposal, attached as Exhibit "A", was submitted by Houston Engineering in the amount of Forty-Four Thousand Six Hundred Thirty-One Dollars (\$44,632.00).

NOW, THEREFORE, BE IT RESOLVED that the proposal submitted by Houston Engineering in the amount of Forty-Four Thousand Six Hundred Thirty-One Dollars (\$44,632.00) for engineering services for reconstruction and stormwater/erosion work be awarded and the Mayor and City Clerk of the City of Blair are hereby authorized and directed to execute a contract between the City of Blair and Houston Construction, the same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE" AND COUNCIL MEMBERS - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 24th DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 24th day of March 2026.

BRENDA WHEELER, CITY CLERK



Omaha Office
12702 Westport Parkway #300
Omaha, NE 68138
P: (402) 502-7131 | F: (402) 932-6940
Email: ContractNotices@houstoneng.com

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: City of Blair FEMA Channel Repairs
HOUSTON JOB NO.: 0074-0002 HOUSTON PROJ. MGR.: Ethan Miller
CLIENT/OWNER NAME: City of Blair
CLIENT/OWNER ADDRESS: 218 S. 16th Street Blair, NE 68008
CLIENT/OWNER PHONE NO.: 402-426-6695 CLIENT/OWNER CONTACT: CJ Heaton

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 3 day of March, 2026, ("Effective Date") by and between HOUSTON ENGINEERING, INC. ("Houston") and City of Blair ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Cit of Blair FEMA Channel Repairs ("Project").
B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on July 31, 2026, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
ATTACHMENT B - GENERAL TERMS AND CONDITIONS
ATTACHMENT C -
ATTACHMENT D -
FEE SCHEDULE - DATED February 10, 2026.
ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

\$ Lump Sum Fee - Based on the Services defined herein
\$ 44,631 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ Percentage of Estimated Construction Cost
\$ Other -

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

CLIENT/OWNER
BY: AUTHORIZED REPRESENTATIVE

HOUSTON ENGINEERING, INC.
BY: Ethan Miller AUTHORIZED REPRESENTATIVE

TITLE:

TITLE: Project Manager

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE U.S. MAIL OR ELECTRONIC MAIL ADDRESS ABOVE

Attachment A – Scope of Services

The following task descriptions are for the Cauble Creek Right Bank Repair (Project), adjacent to Cauble Creek and North of College Drive within the City of Blair. The intent of the project is to assess the above-mentioned site for FEMA repairs from flooding damage on August 9, 2025 and design a suitable repair for the damaged right bank and trail. The tasks are associated with the hours in the accompanying fee spreadsheet. It is understood that the efforts are based on an estimation of what is known today and may ultimately require more or less effort per task. If at any time during the execution of this contract, HEI believes that the total hours expended will exceed the contract amount; they will notify City of Blair immediately.

1 PROJECT MANAGEMENT

Task 1.1. Monthly Invoicing and Project Updates

Monthly invoicing and project status updates. Includes attendance of one City Council meeting for contract approval.

Task 1.2. Client and FEMA Coordination

Includes coordination with the City on FEMA processes and requirements. Assumes the City will handle meetings and deliverables to FEMA with Houston assistance. Assumes the City will handle landowner coordination and access easement as well as any interdepartmental coordination (parks, street, etc.).

2 ALTERNATIVES ANALYSIS

Task 2.1. Topographic Site Survey

Includes collection of topographic survey of site conditions for use in preliminary and final design. Assumes one visit for survey collection.

Task 2.2. Geotechnical Analysis and Technical Memorandum

Geotechnical analysis for slope stabilization for pre-storm (as-is) replacement of structure and sheetpile alternative. Assumes no new geophysical exploration, subsurface investigation, or field sampling. Geotechnical analyses will be performed using the best available existing subsurface information obtained through a desktop review and historic boring records, if available. Geotechnical parameters used in the analyses may be estimated based on published references, industry standards, and engineering judgement. Also includes a geotechnical TM that describes methods, results, and recommendations on project design.

Task 2.2. Slope Repair Preliminary Design

Drafting concept level design pre-storm and sheetpile alternative to guide discussion and selection of recommended alternative. Includes site plan views of both alternatives with typical design details.

3 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

Task 3.1. Final Design of Selected Alternative

Perform final design of the selected alternative. Includes developing layout, required dimensions and sizing, material selection, and project sequencings/construction logistics for establishing stable channel conditions and protection of adjacent landowner buildings.

Task 3.2. Construction Plans and Drafting

Develop and draft construction plan sheets for grading and site plans, alignments, profiles, and details required for construction with Final submittal after alternatives selection being sole milestone including final estimated construction quantities and costs.

Task 3.3. Construction Specifications and Front End Documents

Prepare technical project specifications using the City's most recent front-end specifications with all required technical information for the City's review. Specifications will be complete with the exception of the bid date/time information.

Task 3.4. Project Bidding

Includes coordination of bid announcement to distribute information to contractors about the advertised bid package. Assumes one bid package. Preparation for and attendance of one pre-bid meeting with interested contractors and other project stakeholders. Houston Engineering Inc. will:

- Prepare meeting minutes and responses to questions asked during the meeting to be distributed to all interested parties
- Answer questions and provide additional design information requested by contractors interested in bidding the project
- Issue addendums to the original bid package as required
- Attend the bid opening and collect bids. Perform verifications of bids and bonds, and develop summary of bids. Review bids and gather background/references on contractors to make engineer's recommendation of award.
- Provide formal written recommendation to the City of Blair.

Note: This scope does not currently include bidding or construction observation services. Based on our site inspection, the scope assumes all work will be above OHWM and not require 404 permitting. Scope assumes contractor selected for construction will obtain required NPDES permits and City of Blair or contractor will perform SWPPP inspections.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 7 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

– END OF DOCUMENT –

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10 February 2026
Engineer's Fee Estimate
Cauble Creek Right Bank Repair
 City of Blair

Tasks	Sr Engineer	Sr Engineer	Prj Engineer	Prj Engineer	EI	Accounting	Expenses	Task Total
	Gregalunas	Varies	Miller	Garder	Huscroft	Varies		
	\$277	\$255	\$234	\$200	\$167	\$125		
1 Project Management								
1.1 Monthly Invoicing and Project Updates	6			4		3	\$60	
1.1 Client and FEMA Coordination	2	2		2				
Project Management Task Total	\$2,216	\$510	\$0	\$1,200	\$0	\$375	\$60	\$4,361
2 Alternatives Analysis								
2.1 Topographic Site Survey				6	6		\$120	
2.2 Geotechnical Analysis and Technical Memorandum	2		10					
2.3 Slope Repair Preliminary Design	2		4	4	16			
Alternatives Analysis Task Total	\$1,108	\$0	\$3,276	\$2,000	\$3,674	\$0	\$120	\$10,178
3 Final Design and Construction Documents								
3.1 Final Design of Selected Alternative	4		12	4	20			
3.2 Construction Plans and Drafting	2	6	8	8	60			
3.3 Construction Specifications and Front End Documents	2	6	2					
3.4 Project Bidding			12	4			\$120	
Final Design and Construction Documents Task Total	\$2,216	\$3,060	\$7,956	\$3,200	\$13,360	\$0	\$120	\$29,912
Subtotal Hours	20	14	48	32	102	3	300	
Subtotal Costs	\$5,540	\$3,570	\$11,232	\$6,400	\$17,034	\$375	\$480	\$44,631

- 1.1 Assumes project lasts 3 months
- 1.2 Assumes one in person city council meeting, assumes City of Blair will handle meetings and deliverables to FEMA. Assumes any coordination with landowners and other city departments (parks department, etc.) will be handled by City of Blair.
- 2.1 One site visit for: site survey and OneCall utility check
- 2.2 The use of existing data available from previous projects or other mean (if available) otherwise analysis will be based on published references, industry standards, and engineering judgement
- 2.3 ---
- 3.1 Task assumes the development of one selected alternative for final design, as selected by the City of Blair.
- 3.2 Plans will be developed in two stages: 60% and 100% plans. The City of Blair will be able to review plans at both stages.
- 3.3 ---
- 3.4 Assumes one bid package. Assumes attendance for a pre-bid meeting and bid opening with Houston Engineering Inc. preparing meeting minutes from pre-bid meeting to be sent out to interested contractors and project stakeholders.

MEMORANDUM

TO: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 3/24/26
Re: Olsson Waste Water Treatment Plant Capacity Study

Over the past several months, Olsson Associates has been working on a Sanitary Sewer Model for our collection system, as well as incorporating new developments and annexed areas as Blair grows. This previous scope of work included a desktop loading review of the Wastewater Treatment Plant to get a broad overview of the capacity. We are finding out that at times over the past few years, we have been pushing the capacity limits of the facility. Not always the volume of material, but the strength of material.

To better understand the limits of our current facility and any potential future upgrades staff would like to have Olsson complete a Capacity Study of the facility. This would be a year long process starting with data collection at the facility. This study would also incorporate some information from the Comprehensive Plan that is planned for this upcoming year as well to project the future needs of the facility. Olsson will then provide a detailed report outlining the current facility, potential changes for the future, estimated costs for any future projects or improvements, and potential alternatives as we continue to grow.

This study will help ensure that the plant is set for the next 20 years of growth. Having this plan will help us apply for and receive grant funds for future projects. Which could include changing the way we treat sanitary waste or physical expansions at the plant. The total cost of the project is \$241,200.00; this would be spread out over our engineering funds for the rest of FY 26 and the remainder in FY27.

Recommendation: Acceptance of the scope and fee from Olsson Associates in the amount of \$241,200.00.

Fiscal Impact: \$241,200.00

RESOLUTION 2026

COUNCIL MEMBER WILLIS INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS the City of Blair, Nebraska, has been presented with an Agreement between the City of Blair, Nebraska, and Olsson, Inc for the Professional Services connected to the Blair Sanitary Sewer Collection System Model to assist the City in determining wastewater demands, future flow projections for the collection system, and develop a maintenance plan;

WHEREAS, the Mayor and City Council have been presented with Exhibit "A"-Letter Agreement for Professional Services' and

WHEREAS, the Mayor and City Council have been presented with the fee for professional services is Two Hundred Forty-One Thousand Two Hundred Dollars (\$241,200); and

WHEREAS, the Mayor and the City Council desire to move forward with the Professional Services Agreement with Olsson, Inc.

THEREFORE BE IT RESOLVED, that the agreement for professional services in the amount of Two Hundred Forty-One Thousand Two Hundred Dollars (\$241,200) is accepted.

BE IT FURTHER RESOLVED THAT THE MAYOR AND CITY CLERK OF THE CITY OF BLAIR, NEBRASKA, are hereby authorized to execute and deliver, on behalf of the City of Blair, Nebraska, any documents that may be necessary for approval of said agreement.

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 24TH DAY OF MARCH 2026.

CITY OF BLAIR, NEBRASKA

BY _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
):ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Mayor and City Council of said City held on the 24th day of March 2026.

BRENDA WHEELER, CITY CLERK



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

February 27, 2026

City of Blair, Nebraska
Attn: Phil Green
218 S 16th Street
Blair, Nebraska 68008

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
City of Blair, Nebraska Wastewater Treatment Facility Plan

Dear Mr. Green:

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

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services (“Scope of Services”) to Client for the Project: City of Blair, Nebraska Wastewater Treatment Facility Plan, as more specifically described in “Scope of Services” attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: July 1, 2026
Anticipated Completion Date: September 30, 2027

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee:

Task No.	Task Description	Fee
100	Project Management and Meetings	\$44,100.00
200	Existing WWTF Capacity Investigation	\$37,100.00
300	Draft Facility Plan	\$145,600.00
400	Final Facility Plan	\$14,400.00
	TOTAL	\$241,200.00

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed Two Hundred Forty One Thousand Two Hundred Dollars (\$241,200.00).

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: nlenczowski@olsson.com and cmatulka@olsson.com. This proposal will be open for acceptance for a period of maximum of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Nicole Lengowski By Martin J Rink

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

CITY OF BLAIR, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
Scope of Services
Work Schedule
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 27, 2026 between City of Blair, Nebraska (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Blair, Nebraska

Project Description: City of Blair, Nebraska (City) Wastewater Treatment Facility (WWTF) Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management and Meetings

Project Management

Olsson shall provide Project management from start to finish consisting of communication, coordination of Project key tasks, maintenance of Project schedule and budget, internal Project meetings, and providing overall Project coordination. Time accounts for approximately 12 hours a month over the 10-month contract period.

Project Kickoff Meeting

Olsson shall schedule and attend a kick-off meeting with the Client. This workshop will introduce and include the core Project team, establish lines of communication, collect information, establish Client’s primary goals, and share ideas. Olsson shall create and distribute a meeting agenda at least 48 hours prior to the meeting. Olsson shall distribute meeting minutes.

Project Progress Meetings

Olsson shall attend up to three in-person Project progress meetings, if warranted, throughout the Project to discuss Project status, critical milestones, review records, and inspections, et cetera. Olsson shall create and distribute a meeting agenda at least 48 hours prior to the meeting. Olsson shall distribute meeting minutes.

Draft Facility Plan Meeting

Olsson’s Project team shall attend up to one in-person meeting with the Client. The meeting’s purpose is to present the Draft Facility Plan including findings and recommendations and receive comments from the Client. Olsson shall incorporate comments from the City prior to submission to Water and Wastewater Advisory Council (WWAC).

Phase 200 – Existing Wastewater Treatment Facility Capacity Investigation

WWTF Records Review

Olsson shall collect operational data and documentation for existing equipment and infrastructure from Client as applicable. All sampling data for the previous five years of operation at the WWTP will be provided by the Client for analysis. Additional sampling or data may be requested to facilitate the study. Review related and pertinent existing construction drawings of the WWTP and other related information or studies.

Equipment and Building/Structure Inspection

Olsson, along with City staff, shall complete an on-site inspection of the current key process, electrical, automation, and Heating, Ventilation, and Air Conditioning (HVAC) equipment in the WWTP. An inspection report for each piece of equipment will be included in the Facility Plan. Inspections will be visual from access points provided by the Client. Client to provide relevant operations and maintenance (O&M) manuals, as required to Olsson. City to provide asset inventory including purchase year for key equipment.

Olsson, along with City staff, to complete a review of current building and structure inspections to develop an anticipated maintenance program

Review of Maintenance Records

Olsson shall review the maintenance and replacement records of the current process equipment to determine the extent of maintenance that has been completed in the last 5 years.

Financial Status Information

Olsson will collect information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, tabulation of users by monthly usage categories for the most recent typical fiscal year, and any existing debts and required reserve accounts.

Phase 300 – Prepare Draft Facility Plan

Olsson shall provide a Draft Facility Plan shall evaluating the following:

- Evaluate current influent testing results to develop current facility flows and loadings. Develop a 20-year projected future population, flows, and loadings (based on current needs). Design criteria will be agreed upon between the City and Olsson prior to identification of alternatives, as well as any industrial allowance to be included for the needed projected flows and loadings to be determined by the Comprehensive Plan.
- Review and evaluate current liquid treatment trains to determine the current process capacity. Capacity to be based on typical design standards for the processes. Evaluate up to three alternatives to meet design criteria.
- Evaluate what impacts, including staffing demands and operational costs, the additional flows and loadings will have on the existing solids handling system. This work will include an evaluation of the current solids handling systems and evaluate up to three alternatives for solids handling.

- Project the remaining anticipated life of the key process equipment based on the work completed above and typical equipment life. Develop an anticipated equipment replacement program.
- Develop the anticipated Capital improvement cost for the replacement of major process equipment along with building and structure maintenance. Create a priority ranking to determine immediate, intermediate, and long-term rehabilitation/replacement needs.
- Complete an economic evaluation including cost estimates of improvement options.
- Provide section in the plan detailing conceptual options for industrial pretreatment. No evaluation will be included.

Olsson shall prepare the Draft Facility Plan to include the following:

- Summary of Existing Facility and Capacities
- Summary of 20-Year Projections
- Summary of Findings and Recommendations
- Suggested Improvement Alternatives with Exhibits
- Costs, Benefits & Ranking of Suggested Improvements
- Summary of Facility Alternatives & Evaluation

Phase 400 – Prepare Final Facility Plan

Olsson shall submit the following to Water and Wastewater Advisory Committee (WWAC) for review

- Finalized facility plan to WWAC for review and pre-application. This process will follow the procedure outlined by WWAC titled “Common Pre-Application Procedure”.
- Incorporate one set of comments from WWAC into the final Facility Plan. Up to one virtual meeting with WWAC for comment review is included.

Client shall be responsible for selection and evaluation of funding packet options provided by WWAC.

Finalization of the Facility Plan

After comments are incorporated from WWAC, Olsson shall prepare the Final Facility Plan. Final deliverable will be one digital copy and two hard copies to the Client.

ADDITIONAL SERVICES

Upon Client request, Olsson shall provide the following under a Supplemental Agreement:

- Engineering design other than what is specifically listed in the above Scope of Services
- Evaluation of an industrial pretreatment facility, including land purchase agreement, geotechnical investigation, permitting, utility analysis and extensions (water, sewer, gas, power, and telecom), and treatment process selection.
- Biological process modeling
- Industrial rate allocation and/or study to determine rate changes for specific industries
- Negotiating industrial user financial and contractual agreements

- Topographic survey and geotechnical survey
- Odor control system design, study, sampling, analysis, calculations, evaluation, pilot testing or recommendations
- Planning and conducting any pilot testing Wastewater Facilities National Pollutant Discharge Elimination System (NPDES) Permit revisions
- Temporary and permanent easements including surveying, writing legal descriptions, property appraisals, legal services
- Equipment or process pilot testing
- WWTF process sampling and laboratory analysis
- Meetings with local, State (Nebraska Department of Water, Energy and Environment [NDWEE]), or Federal agencies, or other affected parties to discuss the Project, other than those specifically noted.
- Recommendation of funding or grant opportunities to support this Project
- Evaluation of biosolids disposal agreements, including potential markets and regulatory implications
- Appearances at public hearings or before special boards not specifically listed in the above Scope of Services.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that may become effective subsequent to the date of this Agreement.
- Special consultants or independent professional associates requested or authorized by Client.
- Environmental assessment report and/or environmental impact statement as requested by Client or required by review agencies.
- Visits to the site and/or the City's location in addition to the number of such trips and the number of staff-hours in connection with them set out in the above Scope of Services.
- Changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, the Client's schedule, character of construction, or method of financing; and revisions to previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, regulations, ordinances, codes, or are due to any other causes beyond the Engineer's control.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

CONTRACT FOR CONSTRUCTION DESIGN SERVICES

WORK SCHEDULE

Owner: Blair Wastewater Treatment Facility, City of Blair, Nebraska
Engineer: Olsson, Inc.
Project: Wastewater Treatment Facility Plan
Blair, Nebraska - 2026
City Project No.: N/A

TIME OF PERFORMANCE

1. Service performed under this agreement will be completed according to the following schedule.

Notice to Proceed: July 1, 2026
Project Kick-off Meeting:..... July 2026
WWTF Data Collection: July-August 2026
Begin Draft Report (*project pause anticipated while waiting for growth projection data*): September 2026
Data from Comprehensive Plan (estimated): February 2027
Draft Facility Report to City and Progress Meeting:..... June 2027
Submission to WWAC: July 2027
Final Facility Report to City: September 2027

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 27, 2026 between City of Blair, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.