	<p style="text-align: right;">"OPEN MEETINGS ACT"</p> <p style="text-align: right;">City of Blair Regular Parks, Recreation and Cemetery Advisory Board Meeting City Council Chambers May 19, 2026 - 5:30 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 called to order by Chairperson Anderson at 5:30 p.m.
- 2.Roll Call of members.
- 3.Approval of minutes from the April 21, 2026, meeting.
- 4.Budget report for April 2026.
- 5.Discussion and possible action regarding E-Bike locations and the City accepting the grant through the NRD to offset the costs of the program.
- 6.Discussion and possible action regarding the rules, regulations, and fees for the Blair Cemetery.
- 7.Deputy City Administrator Heaton Report.
- 8.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 Parks, Recreation and Cemetery Advisory Board Meeting
April 21, 2026

Agenda Item #1 – The Blair Parks, Recreation and Cemetery Advisory Board met in regular session in the City Council Chambers on Tuesday, April 21, 2026, at 5:30 PM with Chairman Anderson presiding.

The Chairman 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 members of Blair Parks, Recreation and Cemetery Advisory Board 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 #2 – Roll Call of members – The following were present: Betsy Anderson, Sarah Boeka, Joe Burns, Corey Hafer, Kristi Rounds, and Dean Thoene. Also present were City Administrator Green, Deputy City Administrator of Public Works Heaton, and Park Laborer Kyle Sheets.

Agenda Item #3 – Approval of minutes from the March 17, 2026, meeting – Motion by Kristi Rounds, second by Sarah Boeka to approve the minutes from the March 17, 2026, meeting. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #4 – Budget Report for March 2026 – The March budget report was reviewed. Staff summarized current expenditures and noted that parks and cemetery spending remain within expected seasonal limits. No action was requested.

Agenda Item #5 – Discussion and possible action regarding the 100-year Cemetery project – Deputy City Administrator Heaton presented background on LB 257 (2024), which authorizes cities to reclaim and resell cemetery lots that have had no activity for at least 30 years. He explained that cemetery staff have been conducting a multi-year review of burial records dating back 100 years to identify unused plots, many of which were purchased prior to 1926. These lots are treated as real property under state law, similar to residential lots. Historically, families purchased large blocks of graves anticipating multi-generation use, but in recent years some descendants have requested burial near distant relatives which requires clarification of ownership and availability. Identified lots would be published in the newspaper to provide public notice prior to any reclamation and resale. Board members discussed transparency, sensitivity to family concerns, and the importance of proper historical documentation. Motion by Dean Thoene, second by Kristi Rounds recommending to the City Council to move forward with the publication of a public notice for the 100-year Cemetery project. Board members voted as follows: Betsy Anderson: Yea, Sarah

Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #6 – Discussion and possible action regarding E-Bike locations and the City applying for a grant through NRD to offset the costs of the program – Deputy City Administrator Heaton reported that staff has contacted the Natural Resources District regarding a potential grant and has also met with representatives of an e-bike association to gauge interest in expanding recreational transportation options in Blair. The proposed project would total approximately \$100,000, consisting of a \$50,000 grant and \$50,000 City match, and would include 7–8 pedal-assist e-bikes per station with speeds under 20 mph. Suggested locations included city-owned property near the YMCA/NRD building, Generations Park, and possibly central downtown areas. The long-term vision would be to extend trail connectivity toward Fort Calhoun, Boyer Chute, and Omaha. Heaton explained the City would not manage rentals or maintenance. All usage would occur through an app. Users would have one-hour rental periods, significant penalties for late returns, and be financially responsible for lost bikes. City staff may be asked to assist with battery swaps and limited cleaning. Jake Loftis, 2129 Park Steet, described the bike system, age limit of sixteen, fee structure, lack of physical locks, and customer service policies that he was familiar with from using the e-bike system in Omaha. Board discussion focused on cost-benefit concerns, enforcement, safety on trails and ballfields, ordinances regulating scooters and e-bikes, and whether the service would see sufficient usage in Blair. They also expressed concerns about readiness, partner participation from Fort Calhoun, and whether the program aligns with community needs. Motion by Corey Hafer, second by Dean Thoene to postpone moving forward with E-Bike locations and the City applying for a grant through NRD to offset the costs of the program. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #7 – Discussion and possible action on a location for a new Bike Pump Track in Steyer park – Deputy City Administrator Heaton presented potential sites for a new bike pump track, noting that Stemmermann Park was removed from consideration due to planned Little League expansion. He reviewed a scoring matrix and site maps, highlighting Steyer Park as a strong candidate due to flat terrain, year-round restroom availability, and flexibility for future park development. Heaton also emphasized that the design is fully funded through donations, with no City funds required. Motion by Kristi Rounds, second by Corey Hafer recommending to the City Council Steyer Park as the location for a new Bike Pump Track. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #8 – Discussion and possible action regarding an updated City of Blair Tree Ordinance – Deputy City Administrator Heaton presented proposed revisions to the City Tree Ordinance developed in coordination with community input, the Nebraska Statewide Arboretum, and the Arbor Day Foundation. The revisions simplify language, update approved tree species lists, adjust spacing requirements, and clarify approval authority. Kyle Sheets, Parks Laborer, provided a presentation and shared that he is pursuing arborist certification, with an exam scheduled for May 8, 2026. Upon certification, he will assume duties as City Arborist. The

ordinance applies only to trees planted in the right-of-way. Permits would be reviewed by the City Arborist to ensure proper species and spacing, encouraging more street tree planting while reducing long-term maintenance issues. Motion by Sarah Boeka, second by Kristi Rounds to recommend to the City Council approval of the updated City Tree Ordinance. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Councilmembers voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #9 – Discussion and possible action on the setting of the Blair Pool fees for the 2026 season – Deputy City Administrator Heaton stated he had reviewed pool fee comparisons from surrounding communities. Current fees being proposed remain consistent with regional fees; however, Ashley Clary recommended adjustments based on customer feedback. Proposed changes included are Free admission for children age 2 and under when accompanied by a paying adult, Baby pool remains free when used exclusively, Youth (age 3–18): \$4/day. Adults: \$5/day and allow an option to add an additional 30 minutes to pool parties for \$50 due to staffing costs exceeding \$100/hour for the pool parties. Board discussion included monitoring age limits, enforcement, and staffing impacts. Motion by Joe Burns, second by Dean Thoene to recommend to the City Council approval of Blair Pool fees for the 2026 season. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #10 – Staff Report – Deputy City Administrator of Public Works Heaton reported on the following; 1) all parks are open and water has been turned on, 2) Splash pad opening dependent on consistent warm weather, 3) Pool is fully staffed and ready for the season, 4) Pickleball court windscreens completed, 5) Mowing contractor began work this week, 6) Ongoing discussions with the Youth Sports Complex regarding long-term partnership, 7) Budget planning is underway, 8) Disc golf at Neihardt park project has not yet started, 9) Generations Park playground potential and additional pickleball courts, 10) fish cleaning station has been removed for repairs, and park camera upgrades were discussed.

Agenda Item #11 – Adjournment – Motion by Sarah Boeka, second by Kristi Rounds to adjourn the meeting 6:29 pm. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Brenda Wheeler, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR CITY OF BLAIR

Balance As of 04/30/2026

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	25-26 Amended Budget	YTD Balance 04/30/2026 (Abnormal)	Activity For 04/30/2026 Increase (Decrease)	Available Balance 04/30/2026 Normal (Abnormal)	% Bdgt Used
Account Category: Expenditures						
PERSONAL SERVICES						
01-014-5001	SALARIES	328,200.00	201,652.45	37,888.85	126,547.55	61.44
01-014-5002	FICA - CITY SHARE	25,107.30	15,106.66	2,756.11	10,000.64	60.17
01-014-5003	WORKMAN'S COMPENSATION	12,100.00	11,128.86	0.00	971.14	91.97
01-014-5004	H.A.L. INSURANCE	100,300.00	73,920.66	8,884.15	26,379.34	73.70
01-014-5005	RETIREMENT - CITY SHARE	24,775.00	12,340.92	2,316.99	12,434.08	49.81
01-014-5006	UNEMPLOYMENT COMP	500.00	0.00	0.00	500.00	0.00
01-014-5007	DISABILITY	1,500.00	533.82	0.00	966.18	35.59
01-014-5008	PENSION ADMINISTRATION	300.00	148.00	70.00	152.00	49.33
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	PERSONAL SERVICES	492,782.30	314,831.37	51,916.10	177,950.93	63.89
OPERATING EXPENSE						
01-014-5210	LEGAL	3,000.00	391.80	160.00	2,608.20	13.06
01-014-5211	AUDITING	2,500.00	1,020.00	0.00	1,480.00	40.80
01-014-5212	ENGINEERING/CONSULTANT	5,200.00	5,603.37	156.98	(403.37)	107.76
01-014-5213	PROFESSIONAL SERVICES	31,000.00	0.00	0.00	31,000.00	0.00
01-014-5215	EMPLOYEE SCHOOLING	1,000.00	883.64	0.00	116.36	88.36
01-014-5216	POSTAGE	100.00	0.00	0.00	100.00	0.00
01-014-5217	PRINTING & PUBLICATION	1,000.00	151.08	8.65	848.92	15.11
01-014-5222	TRAVEL EXPENSE	1,000.00	0.00	0.00	1,000.00	0.00
01-014-5223	TRAINING EXP/CONF REGISTR	1,500.00	465.00	0.00	1,035.00	31.00
01-014-5224	DUES	500.00	68.63	0.00	431.37	13.73
01-014-5227	SOFTWARE MAINTENANCE	7,700.00	8,436.25	144.34	(736.25)	109.56
01-014-5228	UTILITIES	40,000.00	27,932.50	4,312.65	12,067.50	69.83
01-014-5229	TELEPHONE	3,500.00	3,818.26	411.26	(318.26)	109.09
01-014-5230	VEHICLE INSURANCE	5,000.00	5,809.32	0.00	(809.32)	116.19
01-014-5231	LIABILITY INSURANCE	1,500.00	1,666.80	0.00	(166.80)	111.12
01-014-5232	BLDG & CONTENT INSURANCE	32,000.00	50,438.77	133.44	(18,438.77)	157.62
01-014-5236	RADIO MAINTENANCE	100.00	0.00	0.00	100.00	0.00
01-014-5239	MOTORIZED EQUIPMENT MAINT	12,000.00	3,168.02	127.68	8,831.98	26.40
01-014-5240	BUILDING MAINTENANCE	45,000.00	48,041.57	11,789.98	(3,041.57)	106.76
01-014-5241	TREE/STUMP REMOVAL & PLANTING	20,000.00	7,795.90	3,450.00	12,204.10	38.98
01-014-5244	RECREATION ASSISTANCE	60,000.00	277.19	277.19	59,722.81	0.46
01-014-5245	MEDICAL	4,000.00	25.00	25.00	3,975.00	0.63
01-014-5253	REPURCHASE CEMETERY LOTS	2,000.00	0.00	0.00	2,000.00	0.00
01-014-5258	OTHER OPERATING EXPENSE	20,000.00	20,000.00	20,000.00	0.00	100.00
01-014-5259	BLACK ELK MAINTENANCE	2,000.00	2,000.00	0.00	0.00	100.00
01-014-5263	OPTIMIST BOAT RAMP	3,000.00	268.00	0.00	2,732.00	8.93
01-014-5266	CONTRACT MOWING	80,000.00	26,652.08	8,260.83	53,347.92	33.32
01-014-5276	DEPOT / SHELTERS / COURT REFUNDS	1,000.00	75.00	0.00	925.00	7.50
01-014-5281	STORM DAMAGE	50,000.00	0.00	0.00	50,000.00	0.00
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	OPERATING EXPENSE	435,600.00	214,988.18	49,258.00	220,611.82	49.35
EXPENDABLE MAT & SUPPLIES						
01-014-5359	OFFICE EQUIPMENT	500.00	0.00	0.00	500.00	0.00
01-014-5360	OFFICE SUPPLIES	1,000.00	663.11	44.74	336.89	66.31
01-014-5361	JANITORIAL SUPPLIES	3,000.00	1,636.36	864.56	1,363.64	54.55
01-014-5363	CHEMICALS	8,000.00	2,864.96	1,449.99	5,135.04	35.81
01-014-5364	SEED, SOD, ETC	3,000.00	0.00	0.00	3,000.00	0.00
01-014-5365	GENERAL SUPPLIES	11,000.00	7,651.37	1,850.53	3,348.63	69.56
01-014-5369	SAFETY EQUIPMENT/TRAINING	1,850.00	3,195.77	1,294.99	(1,345.77)	172.74

REVENUE AND EXPENDITURE REPORT FOR CITY OF BLAIR

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Account Category: Expenditures						
EXPENDABLE MAT & SUPPLIES						
01-014-5370	GAS/OIL/DIESEL	8,500.00	5,017.73	730.77	3,482.27	59.03
01-014-5371	UNIFORMS	3,000.00	1,630.35	250.05	1,369.65	54.35
01-014-5372	BOOKS & MAPS	100.00	0.00	0.00	100.00	0.00
01-014-5373	SMALL TOOLS	4,500.00	4,271.98	15.98	228.02	94.93
01-014-5374	SAND/GRAVEL/ROCK	4,000.00	39.83	0.00	3,960.17	1.00
01-014-5383	OTHER EXPENSE MATL & SUPP	1,000.00	315.99	0.00	684.01	31.60
	EXPENDABLE MAT & SUPPLIES	49,450.00	27,287.45	6,501.61	22,162.55	55.18
RENTAL EXPENSE						
01-014-5392	MOTORIZED EQUIP/GRAVE OPENING	10,000.00	8,000.00	0.00	2,000.00	80.00
	RENTAL EXPENSE	10,000.00	8,000.00	0.00	2,000.00	80.00
OTHER CAPITAL OUTLAY						
01-014-5401	OFFICE EQUIPMENT - CAPITAL	27,500.00	4,779.10	0.00	22,720.90	17.38
01-014-5402	MOTORIZED EQUIPMENT	14,000.00	5,189.30	0.00	8,810.70	37.07
01-014-5403	MOTORIZED EQUIPMENT (LARGE)	130,000.00	85,193.99	0.00	44,806.01	65.53
01-014-5419	OTHER IMPROVEMENTS/PARK SIGNS	64,000.00	7,667.25	2,227.61	56,332.75	11.98
01-014-5419-2024-0002	OTHER IMPROVEMENTS/PARK SIGNS	0.00	12,600.00	12,600.00	(12,600.00)	100.00
	OTHER CAPITAL OUTLAY	235,500.00	115,429.64	14,827.61	120,070.36	49.01
CAPITAL IMPROVEMENTS						
01-014-5504	PAVING STREET & HIGHWAY	20,000.00	637.50	637.50	19,362.50	3.19
01-014-5506	BUILDING/RESTROOM	5,000.00	0.00	0.00	5,000.00	0.00
01-014-5519	PLAYGROUND EQUIPMENT	7,500.00	7,250.00	0.00	250.00	96.67
	CAPITAL IMPROVEMENTS	32,500.00	7,887.50	637.50	24,612.50	24.27
Expenditures		1,255,832.30	688,424.14	123,140.82	567,408.16	54.82

REVENUE AND EXPENDITURE REPORT FOR CITY OF BLAIR

Balance As of 04/30/2026

GL Number	Description	25-26 Amended Budget	YTD Balance 04/30/2026 Normal (Abnormal)	Activity For 04/30/2026 Increase (Decrease)	Available Balance 04/30/2026 Normal (Abnormal)	% Bdgt Used
Account Category: Expenditures						
PERSONAL SERVICES						
01-017-5001	SALARIES	118,560.00	293.25	293.25	118,266.75	0.25
01-017-5002	FICA - CITY SHARE	9,069.84	25.48	25.48	9,044.36	0.28
01-017-5003	WORKMAN'S COMPENSATION	3,800.00	3,497.55	0.00	302.45	92.04
	PERSONAL SERVICES	131,429.84	3,816.28	318.73	127,613.56	2.90
OPERATING EXPENSE						
01-017-5211	AUDITING	1,600.00	680.00	0.00	920.00	42.50
01-017-5212	ENGINEERING/CONSULTANT	5,000.00	0.00	0.00	5,000.00	0.00
01-017-5217	PRINTING & PUBLICATION	500.00	0.00	0.00	500.00	0.00
01-017-5227	SOFTWARE MAINTENANCE	0.00	14.19	14.19	(14.19)	100.00
01-017-5228	UTILITIES	6,000.00	818.21	103.21	5,181.79	13.64
01-017-5229	TELEPHONE	3,000.00	1,637.56	229.08	1,362.44	54.59
01-017-5231	LIABILITY INSURANCE	600.00	416.70	0.00	183.30	69.45
01-017-5232	BLDG & CONTENT INSURANCE	2,500.00	2,404.57	0.00	95.43	96.18
01-017-5240	BUILDING MAINTENANCE	15,000.00	149.58	64.58	14,850.42	1.00
01-017-5245	MEDICAL	4,000.00	338.00	338.00	3,662.00	8.45
01-017-5258	OTHER OPERATING EXPENSE	600.00	0.00	0.00	600.00	0.00
01-017-5281	STORM DAMAGE	1,000.00	0.00	0.00	1,000.00	0.00
	OPERATING EXPENSE	39,800.00	6,458.81	749.06	33,341.19	16.23
EXPENDABLE MAT & SUPPLIES						
01-017-5358	CONCESSION SUPPLIES	7,500.00	0.00	0.00	7,500.00	0.00
01-017-5360	OFFICE SUPPLIES	400.00	0.00	0.00	400.00	0.00
01-017-5361	JANITORIAL SUPPLIES	500.00	0.00	0.00	500.00	0.00
01-017-5362	SHOP SUPPLIES	100.00	362.88	0.00	(262.88)	362.88
01-017-5363	CHEMICALS	8,500.00	0.00	0.00	8,500.00	0.00
01-017-5369	SAFETY EQUIPMENT/TRAINING	4,000.00	238.63	117.00	3,761.37	5.97
01-017-5395	NON-CAPITAL EQUIPMENT	500.00	0.00	0.00	500.00	0.00
	EXPENDABLE MAT & SUPPLIES	21,500.00	601.51	117.00	20,898.49	2.80
OTHER CAPITAL OUTLAY						
01-017-5401	OFFICE EQUIPMENT - CAPITAL	2,000.00	0.00	0.00	2,000.00	0.00
01-017-5412	POOL IMPROVEMENT	20,000.00	300.00	300.00	19,700.00	1.50
01-017-5413	POOL PAINTING	50,000.00	0.00	0.00	50,000.00	0.00
	OTHER CAPITAL OUTLAY	72,000.00	300.00	300.00	71,700.00	0.42
CAPITAL IMPROVEMENTS						
01-017-5508	POOL IMPROVEMENT CAPITAL/MAJOR	10,000.00	3,082.48	0.00	6,917.52	30.82
	CAPITAL IMPROVEMENTS	10,000.00	3,082.48	0.00	6,917.52	30.82
Expenditures		274,729.84	14,259.08	1,484.79	260,470.76	5.19

MEMORANDUM

TO: Blair Parks, Recreation, and Cemetery Advisory Board
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 3/17/26
Re: Heartland Bike Share Stations

City staff recently applied for a grant through the Papio Missouri NRD to help with the installation of 2 E-bike stations for Blair. Staff have also been in conversations with Heartland Bike Share about partnering with them to bring their program to Blair. There are currently over 450 bikes in the Omaha metro in this program.

The grant from the NRD has a \$50,000 limit, with a %100 match; the city would match \$50,000, for a total of \$100,000 towards this project. Each station is about 40-50k to install, depending on location. There would be some ongoing fees for the stations, dependent on the city's level of involvement with the routine maintenance. Heartland would be responsible for all of the maintenance to the bikes, while city staff may take on the responsibility of charging batteries and general clean up, and snow removal around the stations. All of the bike rentals are managed through an app and by Heartland.

For the time being, the staff would like the board to make a recommendation for two sites. Staff has made a few recommendations, as noted on the trail map with red dots. Our preference is to install one on each end of our trail system and near a public place. While we are open to suggestions, the 4 sites we recommend are: Generations Park, Lions Park, Blair YMCA, or the city pool area. All are close to the trails and in public places.

Recommendation: Please provide a recommendation for two locations.

Fiscal Impact: initial cost estimates \$50,000. This project is grant dependent.






City of Blair

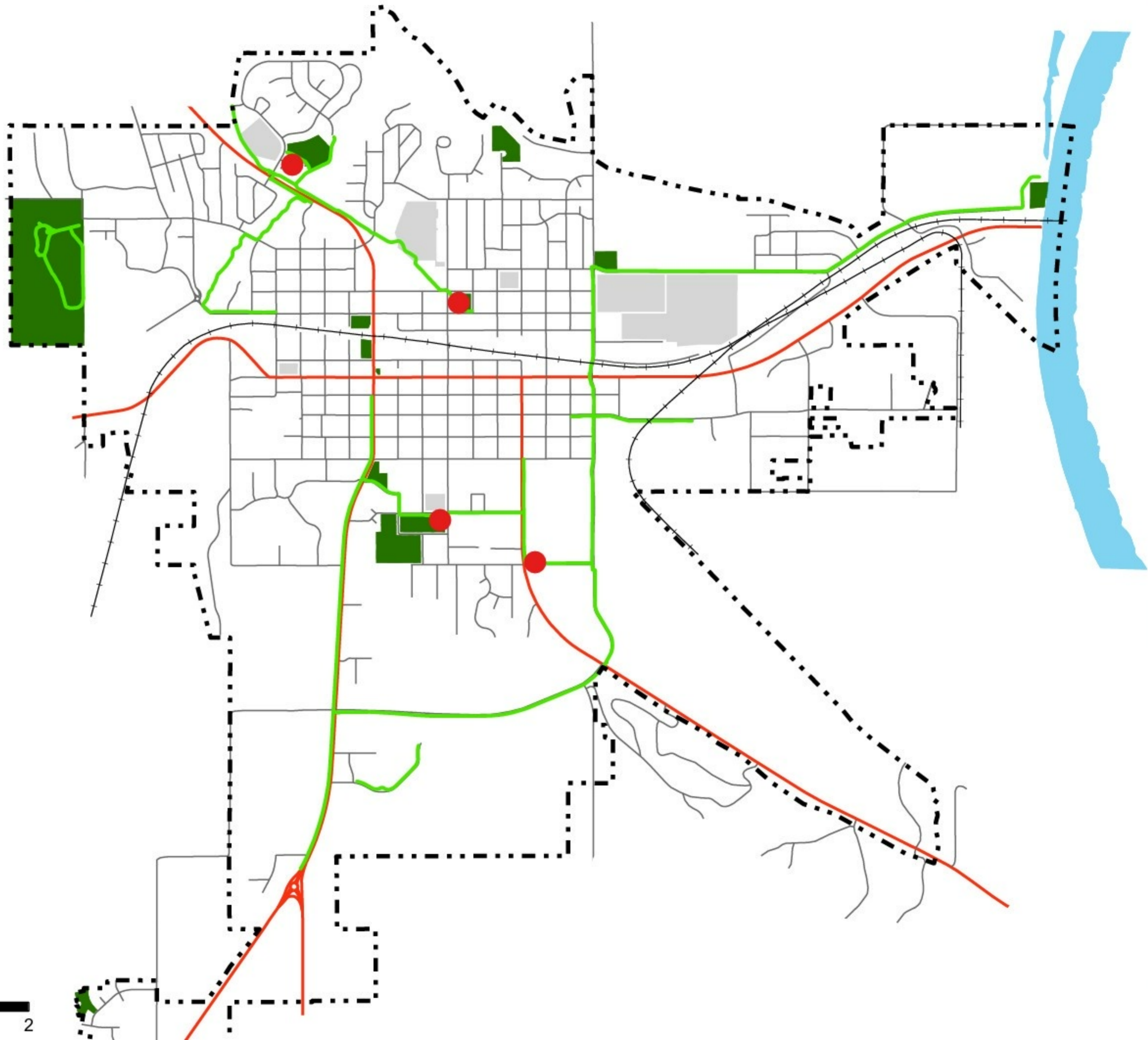
Walking and Biking Trail System



Legend

status

	Existing
	Schools
	Parks
	Stream/River
	City Limits





BCYCLE ELECTRIC BIKE COMPONENTS AND SPECIFICATIONS



FRAMESET	
Size	One size fits most
Color	White
Material	Oversized alpha aluminum
Fork	Proprietary aluminum unicrown fork
COMPONENTS	
Handlebar and Stem	Proprietary aluminum bar and basket combo with Bontrager stem
Seatpost	Proprietary theft resistant post with easy to use four-finger clamp
Saddle	Seamless Bontrager all-weather saddle with integrated reflector and handle
Pedals	Anti-slip platform
Lights	Proprietary 3 watt 10 lux LED front and rear lights StVZO Compliant with 5-minute run time after stopping
Bell	Tamper resistant twist grip
Grips	Proprietary weather and UV resistant silicon
Fenders	Full coverage polycarbonate
Kickstand	Chainstay mounted, 3 bolt kickstand
ELECTRIC ASSIST	
Motor	Bosch Activeline Motor
Display	Bosch Purion Control/Display
Power	Swappable 400 Wh Battery

DRIVETRAIN	
Shifters	Shimano Nexus 3-speed twist shifter
Rear Derailleur	Shimano Nexus 3-speed internal gear hub
Brakes	Shimano Nexus BR-C6000
Brake Levers	Tektro Alloy 2-finger
Cassette	19 Tooth stock
Chain	1/2"x1/8", heavy duty
Crankset	38 tooth crank, 170mm crank arm
WHEELS	
Rims	26"
Front Hub	Shimano Nexus front Dynamo hub
Rear Hub	Shimano Nexus 3-speed internal gear hub
Spokes	Stainless steel
Tires	Puncture resistant with reflective sidewalls
ADVERTISING/SPONSORSHIP	
Panels	Ad space on five individual panels: Front basket in 3 segments: right, left, and front (visible from inside basket) Rear skirt guards in 2 segments: right and left
MISC	Meets or exceeds CPSC, ISO, EN standards for safety Front basket rated to 20 lbs of cargo Rear rack that accepts after-market panniers Proprietary and theft resistant fasteners
SHROUD	Optional

Note: Specifications and components subject to change.

FACILITIES USE AGREEMENT

HEARTLAND BIKE SHARE – LA VISTA CITY CENTRE COMMONS LOCATION

This Facilities Use Agreement (Agreement) is hereby made and entered into by and between the City of La Vista (City), a municipal corporation organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska and ROAM Share, a Nebraska non-profit corporation d/b/a Heartland Bike Share, (Heartland Bike Share).

1. PURPOSE

The purpose of this Agreement is to specify the terms and conditions for the installation and operation of a Heartland Bike Share B-Cycle Station ("Station") upon and from certain real estate owned by the City immediately south of the building located at 8302 City Centre Drive, La Vista, NE 68128 (See Exhibit A).

2. TERM

This Agreement shall commence upon execution by both parties and terminate on December 31, 2030. The Agreement will automatically renew for one or more consecutive additional one-year terms unless the City provides written notice of nonrenewal to Heartland Bike Share at least 30 days before the end of an initial or renewal term.

3. STATION LOCATIONS

A Station will be acquired, constructed, installed, owned and operated upon and from the real estate ("Location" or "Site") located immediately south of the building located at 8302 City Centre Drive, La Vista, NE 68128 and part of the larger area commonly known as "City Centre Commons", as such Station and Location are described or depicted in Exhibit A and incorporated herein by this reference. This Location upon which the Station is located is owned and controlled by the City. All applicable local, state, and federal laws, ordinances, rules and regulations shall be observed and enforced at this Location.

4. RESPONSIBILITIES

Heartland Bike Share shall observe all City rules and regulations while using the Location referenced above. Heartland Bike Share shall have no authority under this Agreement to bind the City by or with any contract or agreement or negotiate with any additional party or sublease the use of City property; nor to impose any liability on the City.

City shall remit to Heartland Bike Share a one-time payment of \$63,730 in exchange for Heartland Bike Share's purchase of all necessary equipment, installation, and on-going maintenance, repairs or replacement of the City Centre Commons 10-dock Station and associated Ebikes, in accordance with the purchase invoice attached as Exhibit B. Payment for acquisition and installation of the Station will be due 45 days after the City Engineer's Acceptance (defined below) of the Station. Each year thereafter, due one year from the initial installation of the Station, City shall pay Heartland Bike Share an annual fee of \$4,000 for the ongoing maintenance and operation of the Station. Additional responsibilities include:

- **Permitted Uses:** Heartland Bike Share shall be permitted to use the Location for operation of the bike share Station. The Station is to be used for non-motorized bicycles and electric bicycles. No other uses for this Location shall be permitted by the City.
- **Site Usage Fees:** There will be no fees charged by the City for Heartland Bike Share's use of the Station Site contained in this Agreement.
- **Site Preparation:** City shall be responsible for preparing the Station Location at City's cost; this includes only the installation of concrete pad for the Station. A concrete area at least 25' by 10' of 5" thick concrete shall be provided to accommodate the bike share station.
- **Installation:** Heartland Bike Share shall be responsible for acquiring and installing the Station and all associated costs of installation, in accordance with City specifications and requirements, to the satisfaction of the City Engineer as indicated by the City Engineer's written acceptance of the Station following his inspection and Heartland Bike Share's correction of any defects ("Acceptance").

- **Maintenance & Repairs:** Heartland Bike Share shall regularly inspect, service, and maintain the Station and keep the Station in good and operating condition and repair. Repair or replacement of the Station, or any part thereof, if broken, stolen, damaged or vandalized shall be completed by Heartland Bike Share as soon as reasonably possible, at Heartland Bike Share's sole cost and expense.
- **Licenses & Permits:** Heartland Bike Share shall be responsible for obtaining and maintaining any required licenses, permits or permissions for the operation of the Station.
- **Station Modifications:** Heartland Bike Share shall be responsible for having all modifications to the Station first reviewed and approved by the City pursuant to the City Engineer's written approval of applicable permit applications, proposed plans and completed work.
- **Removal of Stations at Termination:** Upon expiration or termination of this Agreement, the Heartland Bike Share, at its cost and expense, shall be responsible for the removal of the Station and repairing any damage and restoring the Site to same or better condition as existing before the Station, to the satisfaction of the City Engineer, ordinary wear-and-tear at the Location excepted.
- **Power Consumption:** Station shall be equipped to utilize solar or battery power for its operation. There will be no power sources supplied by the City. If at a future date the Station requires external power, the Heartland Bike Share shall be responsible for any utility installation costs and usage.
- **Appearance:** Heartland Bike Share shall maintain the Station in clean, neat, good and working condition and repair, including the area immediately surrounding the Site. This includes maintaining it in a sanitary condition in accordance with all Directed Health Measures (DHM) and all applicable federal, state, county and city laws and ordinances, to the satisfaction of the City Engineer. If City determines that the Station or Site is not being maintained as required, Heartland Bike Share agrees to correct the condition within twenty-four (24) hours after notification by City. If the Station Site is vandalized with graffiti, Heartland Bike Share shall remove any graffiti within forty-eight (48) hours after notification of incident.
- **Relocation:** City reserves the right to alter, modify or require relocation of the Station, including access ways, entrances and exits to the Station. In the event City requires the Station to be relocated following the commencement date of this Agreement, City shall be responsible for one half the cost of moving Station and Heartland Bike Share shall be responsible for the remaining cost. If Heartland Bike Share desires to relocate Station to another site, such relocation will require the prior written approval of City, and Heartland Bike Share will be responsible for the entire cost of relocation.
- **Risk of Damage:** Heartland Bike Share shall solely own and operate, and assumes all risk and responsibility for any loss, damage, or destruction occurring to, the Station, including, but not limited to theft, vandalism, graffiti or natural or man-made events. Any damage or defacing of the Station shall be corrected by the Heartland Bike Share within forty-eight (48) hour notice of such incident. The City does not own or operate, and shall not have any risk or responsibility with respect to, the Station, including without limitation for any loss, damage, or destruction occurring to the Station, or to monitor the Station or Location or provide security.
- **Snow removal:** City shall be responsible for the removal of snow around the Station and along sidewalks and pathways leading up to the Station, while Heartland Bike Share shall be responsible for the removal of snow between the bicycles and individual docks within the Station.

5. INDEMNIFICATION

Heartland Bike Share covenants and agrees to release, indemnify, defend and hold harmless the City of La Vista, its officers, agents and employees, their successors and assigns, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from this Agreement, ownership or operation of the Station, or bikes or other equipment connected with the Station or any bike sharing arrangement owned or operated by Heartland Bike Share, including without limitation liabilities, claims, costs or expenses of any kind or nature asserted by anyone for personal injury, death, or property damage in any way arising out of or resulting from any action of Heartland Bike Share in performing pursuant to the terms of this Agreement, and the Heartland Bike Share further agrees to pay all expenses in defending against any claims made against the City of La Vista; provided, however, that the Heartland Bike Share shall not be liable for any injury, damage or loss

proximately caused by the sole negligence or willful misconduct of the City of La Vista, its agents or employees. The Heartland Bike Share and the City of La Vista each agree to promptly give the other notice upon learning of any claim made or suit instituted that is connected with this Agreement, the Station, bikes, other equipment or bike sharing arrangement under this Agreement and, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

6. LIABILITY INSURANCE REQUIREMENTS

Heartland Bike Share must procure and maintain in effect during the term of this Agreement, with a company or companies licensed to do business in the State of Nebraska, general liability insurance, together with umbrella liability coverage, in total with minimum policy limits of \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, for bodily injury or death and property damage, written by an insurance company on terms satisfactory to the City Administrator or her designee. The policy or policies for such insurance shall expressly include the City as an additional named insured, and shall be primary and non-contributory in relation to any coverage maintained by the City, and waive subrogation against the City, its officers, agents or employees, or any of them. A copy of the policy or policies or a Certificate of Insurance (COI) evidencing the existence thereof shall be delivered to City, and a current copy shall be provided to City upon renewals.

7. DESIGNATED REPRESENTATIVES

Any notices required or communications to be given herein may be given by personal delivery, by mail or email. Notices regarding this Agreement shall be given to the representatives listed below:

HEARTLAND BIKE SHARE:

Benny Foltz, Executive Director
1144 N. 11th St., #B, Omaha, NE 68102
Phone: 402.350.0421
Email: benny@heartlandbikeshare.org

CITY OF LA VISTA:

Community Development Director, or designee
City of La Vista Community Development Department
8116 Park View Blvd, La Vista, NE 68128
Phone: 402.459.6400

8. TERMINATION PROVISIONS

City may terminate this Agreement if Heartland Bike Share:

- Files a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it.
- Is merged with or into another entity, becomes inactive, or ceases to exist as an organization.
- Fails to perform, keep and observe any of the terms and conditions of this Agreement.
- Fails to abide by any federal, state, or local laws, ordinances, rules or regulations.
- Displays or allows advertising or sponsorship not allowed by City Ordinance or this Agreement.
- Fails to be a good steward in its cooperation with the City in its use and operation of City property.
- Fails to follow all Directed Health Measures (DHM) issued by the State of Nebraska.
- Fails to obtain and provide any required insurance coverage(s) or allow coverages to lapse.
- Fails to have modifications to Stations or surrounding areas first approved by City Engineer.
- Defaults under any agreement of Heartland Bike Share with the City of Omaha (Omaha), or if Omaha terminates any such agreement, or Papillion or Bellevue terminates its bike sharing arrangement with Heartland Bike Share.

9. GENERAL PROVISIONS

Applicable Law: Parties to this Agreement shall abide by all laws, ordinances, rules and regulations of the United States of America, State of Nebraska, Sarpy County, and City of La Vista. Nebraska law will govern the terms and the performance under this Agreement. Any controversy, claim or action arising out of or resulting from this Agreement shall be filed and resolved by the District Court, Sarpy County, Nebraska.

Assignment: Heartland Bike Share may not assign any rights or obligations under this Agreement without prior written consent of the City. This includes if Heartland Bike Share is acquired by, merged into, or subject to any other related actions or operation of law by another organization or entity. In such cases, permission must be obtained in advance from the City by the Heartland Bike Share for the new organization to be allowed to be assigned this Agreement and related terms and conditions.

Captions: Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

Invalid Provision: In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions, or provisions of this Agreement which shall in all respects remain a legally binding contract with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or Heartland Bike Share in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Modifications: This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or representative of either party is empowered to alter any terms hereof unless done in writing and signed by an authorized officer of each party.

Independent Contractor: It is understood and agreed by Heartland Bike Share that all of its acts, or acts of any of its personnel, employees, agents, contractors, or servants, performed pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the City.

E-Verify: The parties are required and hereby agree 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 E-Verify Program, or an equivalent federal program designated by the United States Department of

Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Extraordinary Event: An Extraordinary Event is a natural or man-made event beyond the reasonable control of the City which makes the City's performance of this Agreement impossible or so impractical as to be considered not reasonably possible by the City to perform any portion thereof. City shall not be responsible or liable for any failure or delay in performance under this Permit to the extent said failures or delays are caused by an Extraordinary Event. City, at its sole discretion, may terminate or suspend any or all portions of this Agreement if an Extraordinary Event exists.

Emergency Use: Any City facility, including entire parks, may be used for emergency purposes by the City. This Emergency Use, if declared by City, will suspend any permitted or contracted use of specific facilities or parks, until the emergency is declared over by the City or City Department. Contingent upon the nature and magnitude of the emergency, the City reserves the right to terminate or cancel any permits or agreements in place for the use of any City facility or park related to this Emergency Use provision. City shall have no obligation to provide replacement facilities; adjust for time lost; or refund any fees associated with such termination, cancellation or the loss of use of any City facility or parks where an Emergency Use provision is exercised.

Interest of the Heartland Bike Share: Heartland Bike Share covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; it further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Non-Discrimination: Heartland Bike Share, in the performance of this Agreement, shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances.

Review of Agreement: Heartland Bike Share represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities, authorized by this Agreement.

Site Conditions: The City does not guarantee the ongoing condition of the site where the Bike Share Station is located. Natural settling, shifting, and other natural and man-made changes to site characteristics and conditions may occur over time. City shall have no obligation to repair or replace any facilities where settling, shifting, or other natural or man-made changes occur to a site. City will work to provide reasonable solutions; however, the City shall have no duty or obligation to correct any issues that arise, impacting the site's usability or accessibility.

ACKNOWLEDGED:

Dated this 02 day of December, 2025

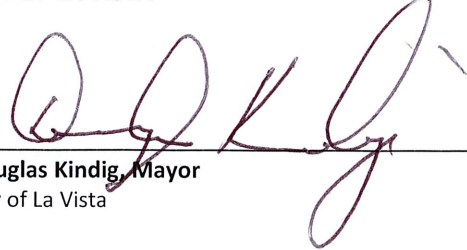
Dated this 2 day of DECEMBER, 2025

HEARTLAND BIKE SHARE



Benny Foltz, CEO
Heartland Bike Share

CITY OF LA VISTA



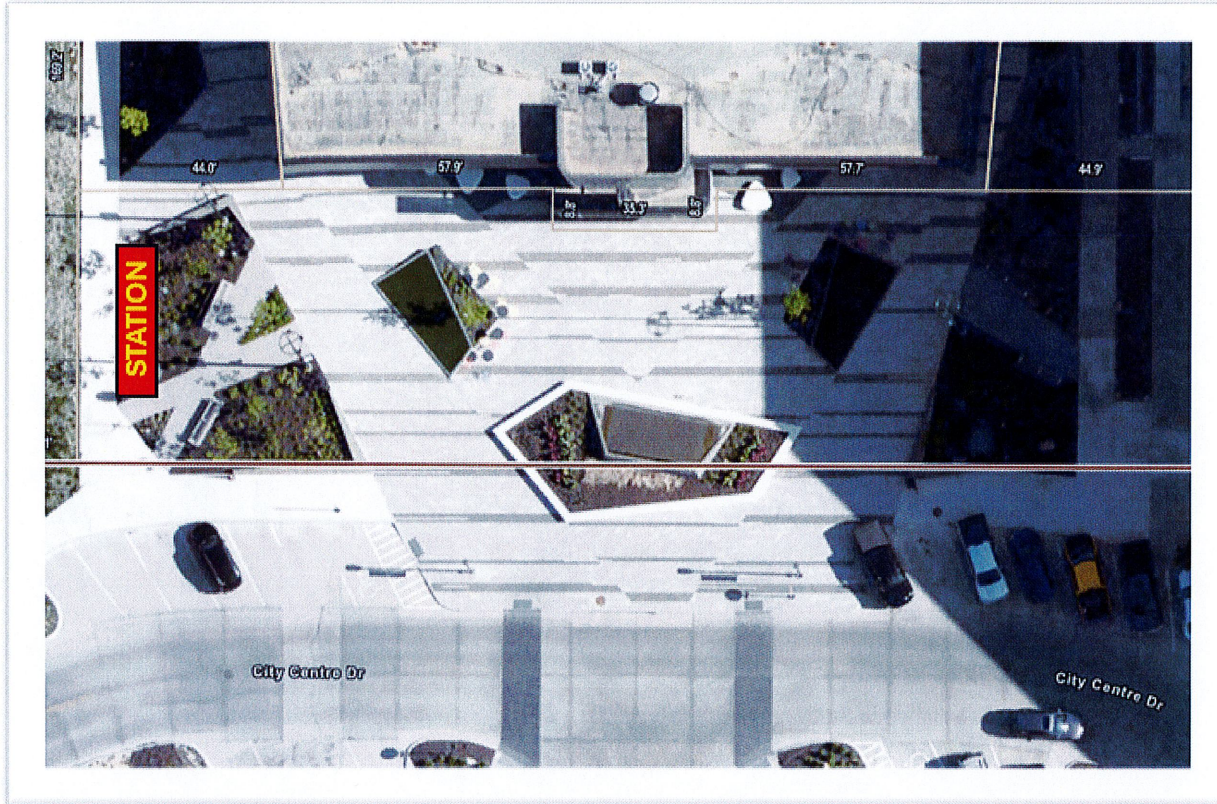
Douglas Kindig, Mayor
City of La Vista

EXHIBIT A

Heartland Bike Share Station Location & Description

LOCATION: CITY CENTRE COMMONS

Public property located immediately south of the building located at 8302 City Centre Drive.



DESCRIPTION:

Bike share station including 10 (ten) 3.0 BCycle Station docks (example pictured below) and associated BCycle e-bikes.



EXHIBIT B

New Station Cost Invoice



Date: 03-April-2025
For: City of Lavista

Heartland Bike Share - New Station Cost

The below is a line-item budget for one (1) new bike share station, inclusive of all associated equipment and installation costs. Item descriptions and costs are sourced from Heartland Bike Share's equipment vendor, Bicycle Transit Systems (BTS), and Quality Bicycle Products (QBP), through which equipment orders are placed.

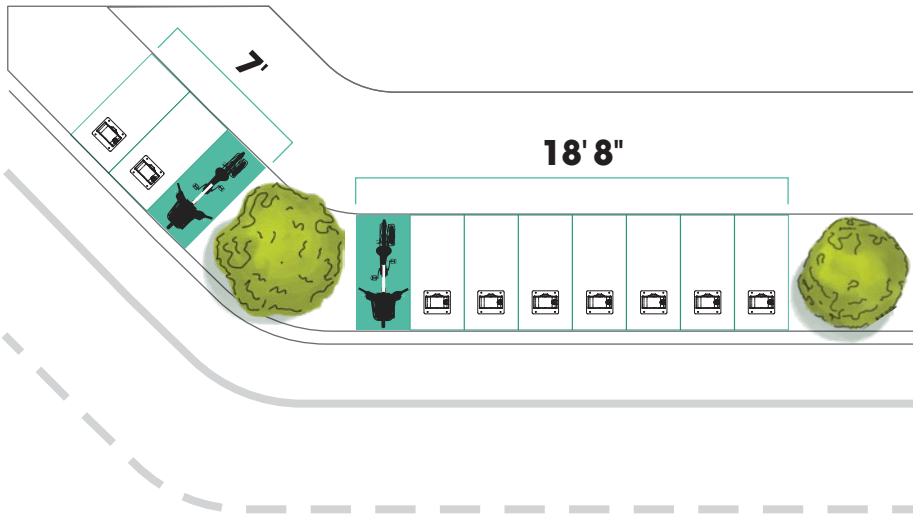
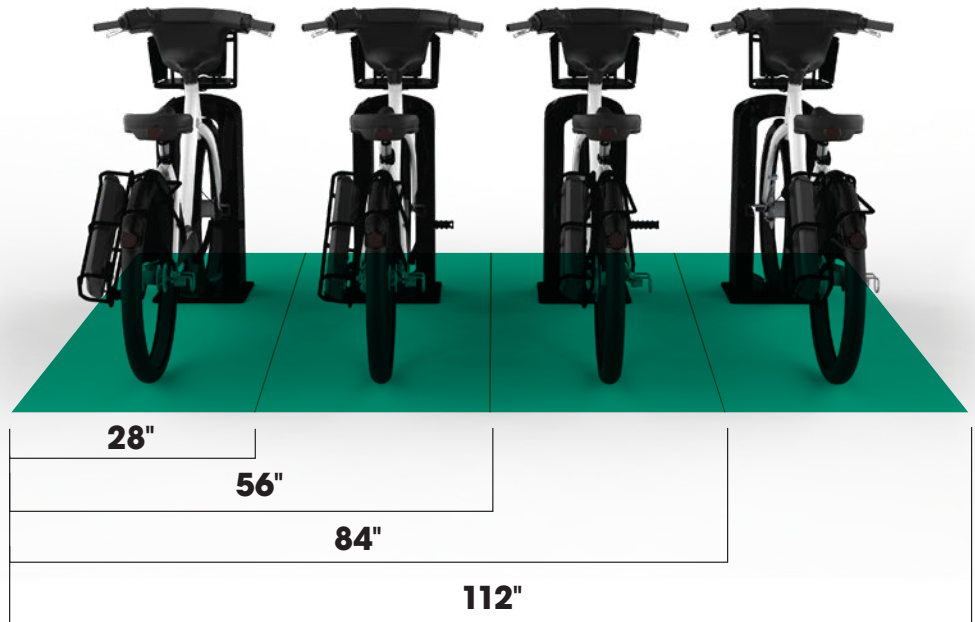
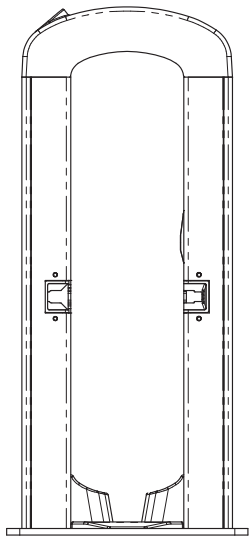
Item	Per Unit	Quantity	Subtotal
Ebike (3-speed) includes shroud	\$2,715.00	10	\$27,150
- Spare Battery	\$455.00	4	\$1,820
- Battery Charger	\$101.24	4	\$405
- Battery Charger Cable Set	\$5.02	4	\$20
- Bike Decal Set	\$65.00	10	\$650
- Bike Shipping	\$90.00	10	\$900
3.0 Dock	\$1,885.00	10	\$18,850
- Dock Decal Set	\$25.00	10	\$250
- Spare Battery	\$222.00	10	\$2,220
- Bike Manual Release Key	\$11.42	1	\$11
- 3.0 Dock Shipping	\$100.00	10	\$1,000
Wayfinding Panel	\$2,458.53	1	\$2,459
- Wayfinding Panel Decal Set	\$145.00	1	\$145
- Wayfinding Panel Shipping	\$350.00	1	\$350
Station Installation	\$3,500.00	1	\$3,500
Annual Operating & Maintenance Fee (per dock)	\$400	10	\$4,000
Grand Total			\$63,730



1144 N. 11th St. Suite. B, Omaha, NE 68102
www.roadshare.org



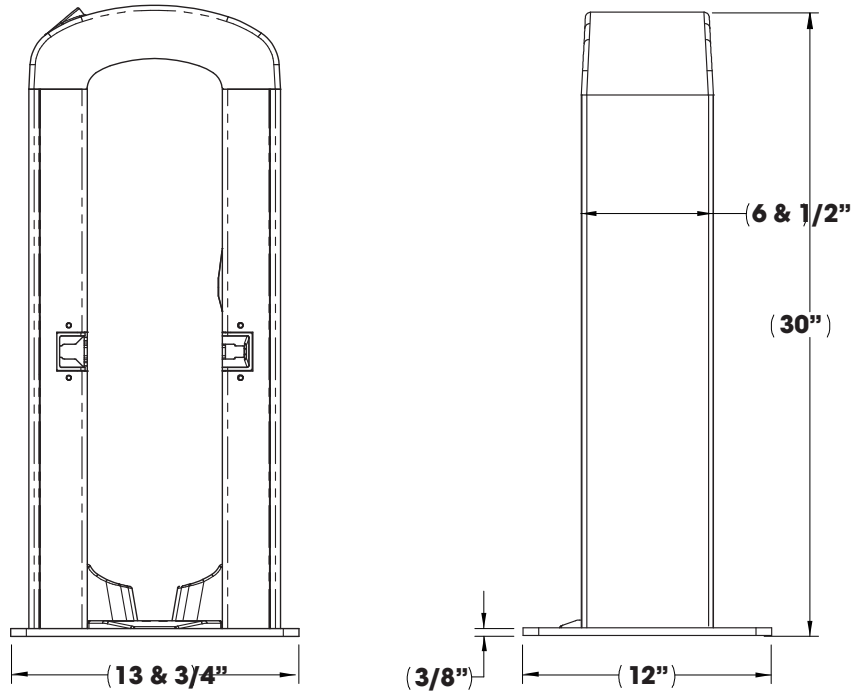
3.0 STATION PLANNING



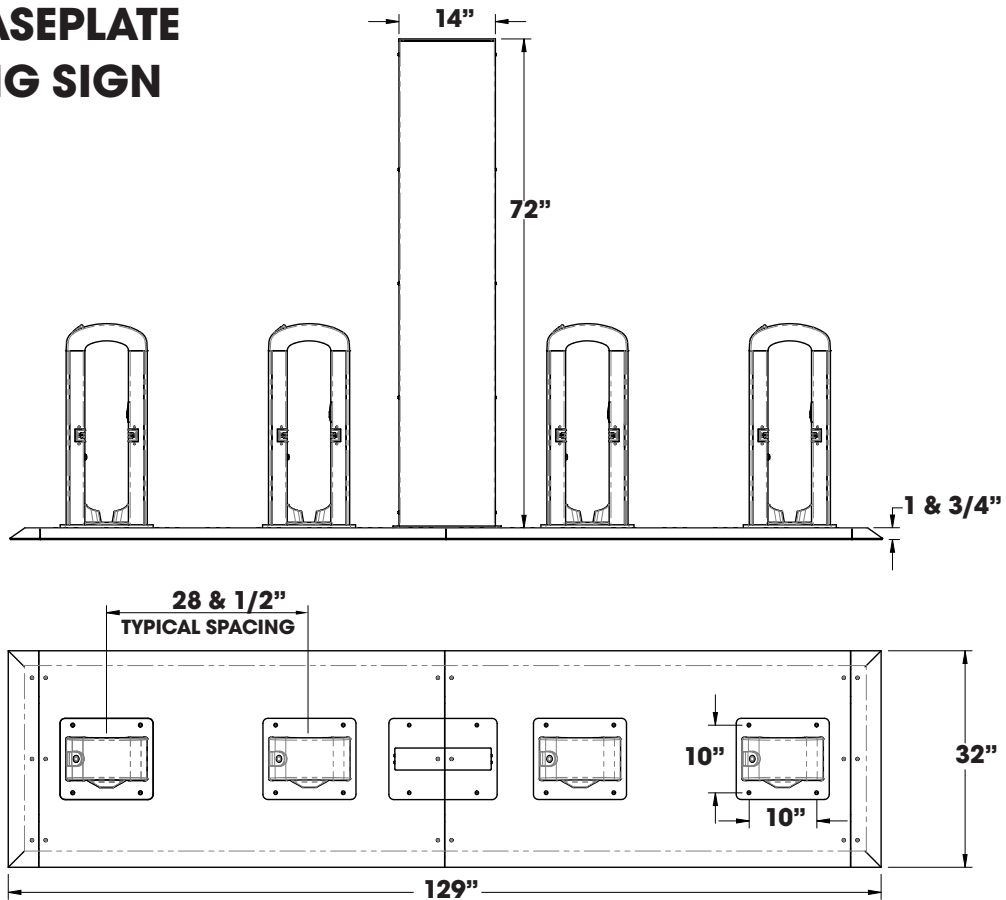
QUICK KEY:

# OF DOCKS	MIN. WIDTH
5	140" (11' 8")
6	168" (14')
7	196" (16' 4")
8	224" (18' 8")
9	252" (21')
10	280" (23' 4")
11	308" (25' 8")
12	336" (28')

3.0 DIMENSIONS



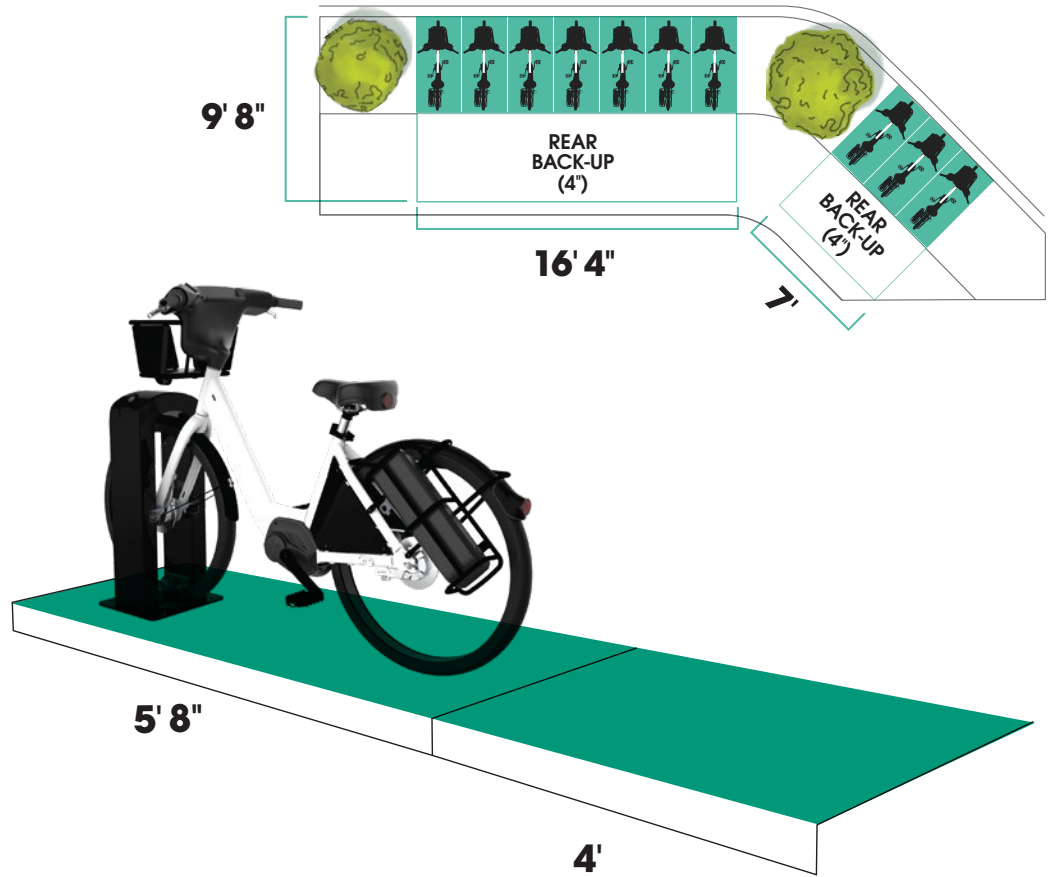
OPTIONAL BASEPLATE & WAYFINDING SIGN



STATION DEPTH

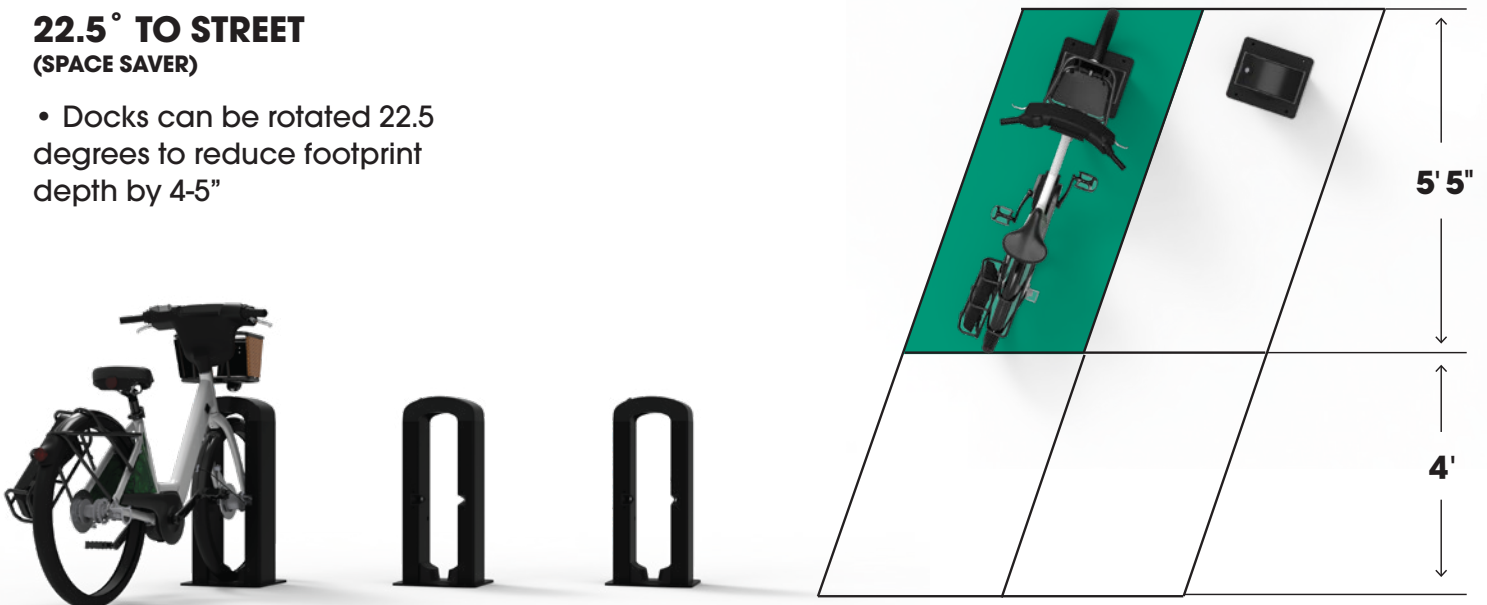
- Single-sided stations must have at least 5'8" of space (this includes a 6" front tire overhang) plus a recommended 4' back-up zone totaling 9'8".

- Double-sided stations must have at least 8'6" of space plus a recommended 4' back-up zone on each side totaling 16'6".

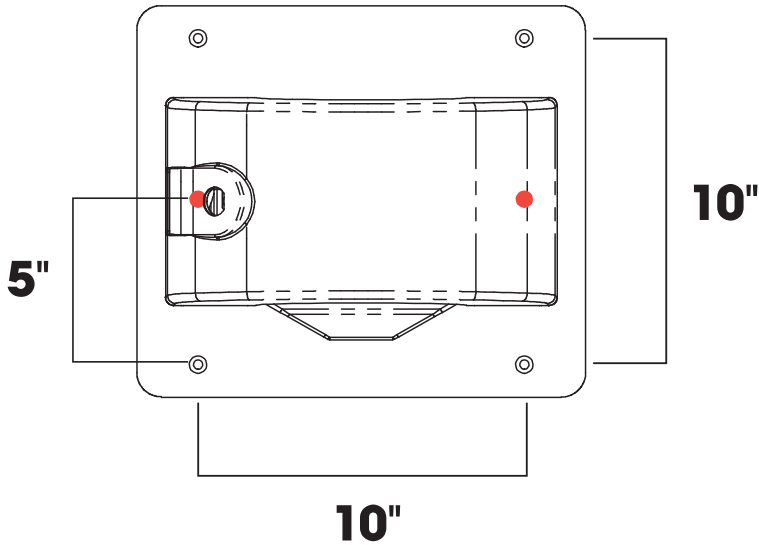


22.5° TO STREET (SPACE SAVER)

- Docks can be rotated 22.5 degrees to reduce footprint depth by 4-5"



INSTALLING THE DOCK INTO CONCRETE



Mounting Holes:

There are 4 external holes that are equally spaced out by 10".

In **red**, you will find two additional hidden holes (within the leg) that can be used for added security, but are not required.

SUGGESTED INSTALL TOOLS



Tools:

- T25 security torx hand driver
- M18 Fuel SDS+ Rotary Hammer*
- M18 Fuel 2spd impact driver

* We Strongly recommend the use of a "Rotary Hammer" over a "Hammer Drill" due to its harder preforming Hammer aspect, cutting drill time in half.

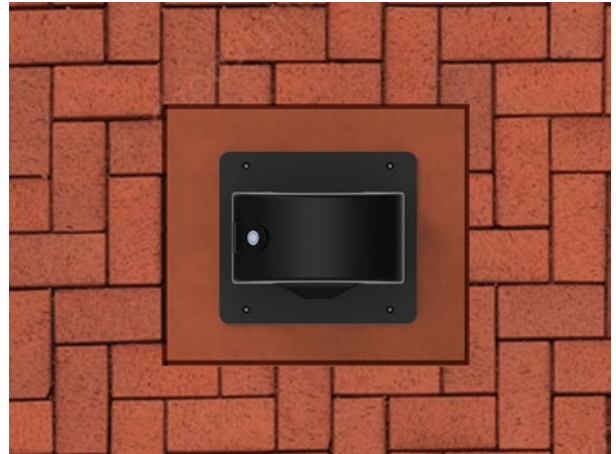
Bits & Hardware:

- 2 3/4" x 1/4" tapcon concrete screws (security torx)
- 3/16" x 8" Masonry SDS+ Bit
- T27 security torx impact bit

INSTALLING INTO PAVERS & ASPHALT

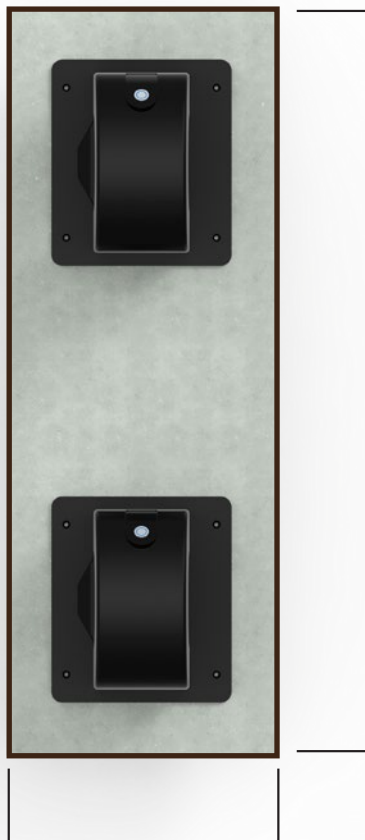
The only difference here is that you will need to pour concrete pads*. BCycle suggests offsetting the pad at least 4" from the mounting holes to ensure the concrete won't crumble around the edges (See diagram to the right).

*We highly recommend using a concrete that meets or exceeds 2500 psi.



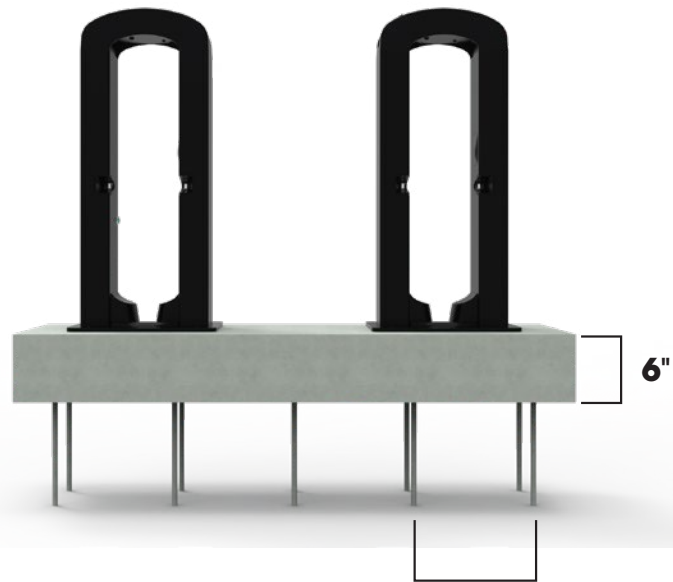
SUGGESTED CONCRETE PAD SPEC'S

Below are the suggested dimensions for a concrete pad to withhold maximum force on dock. For maximum effectiveness with pavers, we suggest using rebar spikes.



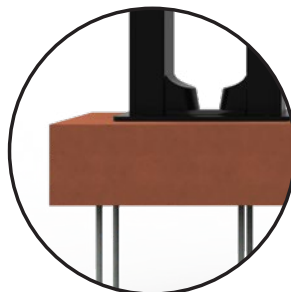
49 & 3/4"

18"



6"

11"



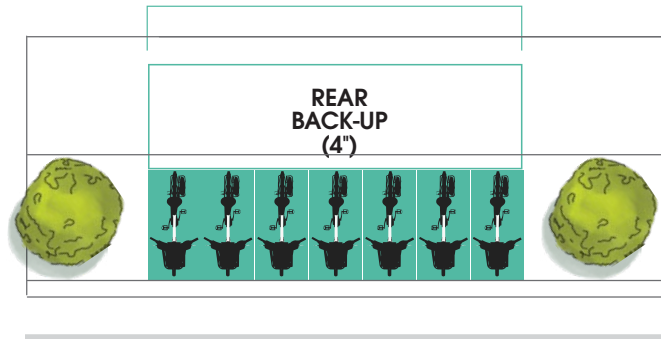
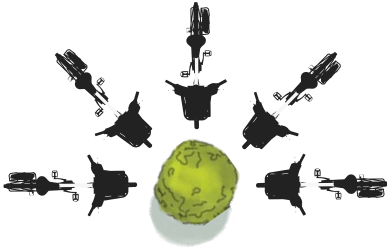
OPT'L COLOR ADDITIVES:

Dye can be added to the concrete to make it coexist with existing foundation (shown in brick red).

CONFIGURATION EXAMPLES:

PERPENDICULAR TO STREET (TYPICAL)

16' 4"



QUICK KEY

STATION WIDTH

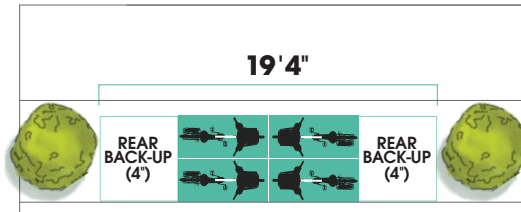
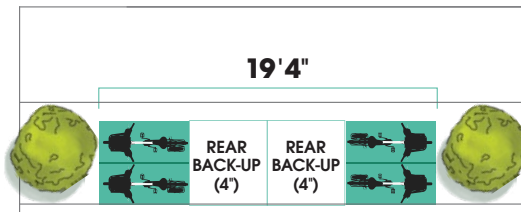
# OF DOCKS	MIN. WIDTH
1	28" (2' 4")
2	56" (4' 8")
3	84" (7')
4	112" (9' 4")
5	140" (11' 8")
6	168" (14')
7	196" (16' 4")
8	224" (18' 8")
9	252" (21')
10	280" (23' 4")
11	308" (25' 8")
12	336" (28')

STATION DEPTH

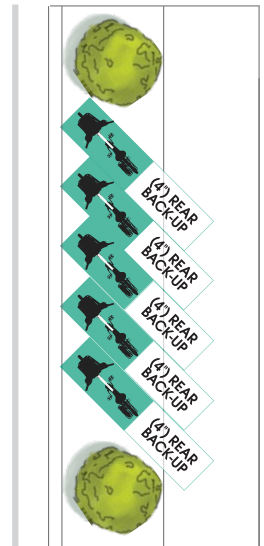
The depth of the dock with a bike is 5'8"

4 feet minimum needed behind the bike for the rear back up zone

PARALLEL TO STREET (ATYPICAL)



45° TO STREET (SPACE SAVER)



MOCK-UPS





DOCK

Dimensions	13 & 3/4" x 12" x 30 & 1/4"
Color	Black
Integrated Base and Leg Material	Aluminum
Exposed Fasteners	Bryce security - Proprietary tool - Stainless Steel
Top Cap Material	ASA (ABS like material with higher UV resistance, less yellowing and greater mechanical strength)
Manual latch release	SouthCo - Tubular key cam lock with T0001 key standard
HMI	Piezo switch with multi-color LED
Striker & Tire Guides / Wheel Chock	Glass filled nylon 6

INTERNAL COMPONENTS

Latches	SouthCo (stainless steel) - R4-EM outdoor rated (IP54)
Battery	Lithium Ion - Rechargeable
RFID Reader (Bike)	LF
RFID Reader (User)	LF/HF
PCB Main Board	Custom modular board design
Antenna	Antenova LTE antenna w/ u.FL connector
Embedded Modem	Quectel BG95 M3 ! LTE module for multi-regional use - Cat M1/NB2
Communication protocol	Cellular CAT M1/NB
Firmware Capabilities	OTA & USB

AFTERMARKET ADD-ONS

Static Wayfinding	Aluminum / Dual sided / Vinyl graphic application / 14" x 72"
Non-Bolted Baseplate	Aluminum plates / steel ballast / 4 bike single-sided. 6 bike dual-sided
Additional Battery	Doubles battery life, plugs directly into PCB board
BBT Module	Modular electronics, plugs directly into PCB board / Plug 'n' Play



CITY OF BLAIR

MEMORANDUM

To: Blair Cemetery, Parks, and Recreation Advisory Board
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 5/19/26
Re: Updated Cemetery Rules

Attached is a draft/redline version of the proposed changes to the Cemetery Rules and Regulations. The biggest change is in allowing up to three burials in one space. This would allow families to put one regular burial and two cremations, or three cremations in one space. We are not making any exceptions to the regulations regarding the placement or number of headstones per space. If a cremation needs to be removed to allow for a full burial, the family would need to pay all appropriate fees and follow any appropriate state regulations for disinterment.

There is also a proposed update to the cemetery fees. It has been several years since the last update to fees. James surveyed cemeteries across the state, and the proposed rates are based on those averages. Staff is recommending a 50-dollar increase to the cost of the grave space and the opening fees. The same for the Saturday morning/afternoon rates. We are also adding a new fee for laying out grave spaces, of 100 dollars. This will be applicable for anyone needing a space laid out for a headstone, or if city staff is asked to assist with a layout in the Catholic Cemetery.

Financial Impact: Overall increase in revenues

Recommendation: Approval of the updated Cemetery Rules and Regulations



FOREWORD

The Blair Cemetery is owned and managed by the City of Blair, Nebraska.

The management of the cemetery shall be under the direction of the Cemetery and Parks Supervisor, who in turn shall be responsible to the Deputy City Administrator of Public Works, City Administrator, Blair Mayor, and City Council for direct and complete supervision of the cemetery in all matters.

All applications for purchase, transfers, assignments or repurchase of the cemetery grave spaces, interment and disinterment permits shall be made at the Cemetery and Parks Supervisor's Cemetery and Parks Supervisor office. Only the Cemetery and Parks Supervisor Clerk/Treasurer is empowered to receive all monies or payments and to issue receipts for the same in all transactions involving cemetery property or service.

It is the desire of the City to make the Blair Municipal Cemetery a quiet, beautiful place for the deceased, where a sense of repose will be obtained by dignified landscape effects on a well-maintained lawn. Anything which would mar the general beauty and harmony of the cemetery must be avoided. Peace and good order must prevail, and the sacredness of the cemetery must be properly maintained. It is to this end that these rules and regulations have been implemented.

These rules govern the use and operation of the Blair Cemetery located in Blair, Washington County, Nebraska.

**ARTICLE 1
GENERAL RULES**

1. The cemetery is open every day of the year, weather permitting. The gates are open from 7:00 a.m. to dusk.
2. The Cemetery and Parks Supervisor may open or close the Cemetery when in his judgment the appropriate use of the cemetery requires it.
3. The Cemetery and Parks Supervisor has the general oversight of the cemetery and shall coordinate the time and day of all interment and disinterment.
4. No person shall:
 - a. Operate a motor vehicle within the cemetery except on an established roadway.
 - b. Disturb any trees, shrubs, plants, or monuments without the consent of the Cemetery and Parks Supervisor.
 - c. Erect a marker, monument, or vase without first contacting the Cemetery and Parks Supervisor and obtaining the necessary authorization and/or permits.
 - d. Erect a mausoleum for private use.
5. The Cemetery and Parks Supervisor and/or City Council reserves the right for City workers and those persons necessary to the performance of normal cemetery operations to enter on or cross over any lot or grave space in the cemetery in performing such duties as are deemed necessary by the Cemetery and Parks Supervisor of the Blair Cemetery.
6. The Blair Cemetery and/or City of Blair shall not be financially responsible for any damage to grave spaces, monuments, vases, or structures thereon for flowers or articles removed from any grave space or lot.
7. Neither the City of Blair nor its employees assumes liability for property or physical damage, or mental anguish caused or alleged to be caused in the performance of normal operations or of loss or damage by vandals or any third party.
8. All traffic rules of the City of Blair shall apply to operations of vehicles in the Blair Cemetery. No vehicle shall be operated more than ten miles per hour within the cemetery. Any person driving in the cemetery shall be responsible for any damage done by the vehicle, and/or the person operating such vehicle.
9. The City Council shall have the right at any time to amend or change these rules and regulations.

ARTICLE 2
INTERMENTS, DISINTERMENTS, AND REMOVALS

1. Any interment, disinterment, and or removal in or from the cemetery are subject to these rules and the Statutes of the State of Nebraska
2. The Cemetery and Parks Supervisor shall be given a minimum of twenty-four (24) hours' notice in the Summer and thirty-six (36) hours' notice in the Winter for the opening and preparation of a grave prior to interment.
3. Interments on Saturday, or City-recognized holidays, shall be allowed for religious reasons, extraordinary, or extenuating circumstances. Sunday funerals shall only be allowed for religious reasons and shall be charged at the Saturday afternoon or City holiday rate.
4. Any disinterment and or removal shall be made under the direction of the Cemetery and Parks Supervisor according to the laws of the State of Nebraska, Washington County, the State Board of Health, and in the presence of a Licensed Mortician.
5. Disinterment or removal will not be permitted on weekends, National or City-recognized holidays.
6. The Cemetery and Parks Supervisor shall be given at least one week notice of the intention to disinter or remove a body from the cemetery. When disinterment is made, the Cemetery and Parks Supervisor shall permit only the following persons to be present:
 - a. Members of the immediate family.
 - b. The mortician conducting the disinterment.
 - c. A legal enforcement official authorized by a Court Order.
 - d. Any other person specifically authorized by Law or Court Order.
 - e. Any other person(s) that are needed to perform disinterment and/or re-interment.
7. The interment of two more than one bodies in one grave space will not be permitted except in the following cases:

a. Two infants

b. One infant and ~~one~~ two cremations.

c. ~~One~~ Two cremations and one adult burial (where sufficient space is available).

~~e.i.~~ Cremations will only be placed on top of the vault or box. Those wishing to place a full burial after cremains have been interred will be required to pay the appropriate fees for disinterment and adhere to any appropriate state regulations.

d. Multiple cremations (based on available space)?

~~e.i.~~ Up to three cremations allowed per grave space.

e. One adult and one infant.

8. No interment of remains other than that of a human being will be permitted within the cemetery.
9. All interred cremains shall meet all Cemetery rules and regulations for lot setback, lot coverage, and shall be placed in conformance with regulations for monuments and markers.
10. No interment will be permitted until the Cemetery and Parks Supervisor has issued a burial permit and all requirements have been met and all fees paid to the City Clerk/Treasurer.
11. The lot owner and/or funeral director shall designate the location of graves on the lot to the Cemetery and Parks Supervisor, and any change of location made after the opening of the grave has begun shall be at the expense of the lot owner/funeral director. When definite information for locating a grave is not available in ample time for grave preparation to meet the time requested for interment, the Cemetery and Parks Supervisor will exercise his best judgment in establishing the location in order that the requested time for interment may be met. The City, Blair Cemetery, or its employees assumes no responsibility for any error in such location. An additional charge will be made for any change requested.
12. The City and its employees shall not be held responsible for any orders given by phone, or for any mistake resulting from the lack of precise and proper instructions as to the space, size, or location in a plot where an interment is desired.
13. The cemetery shall be in no way liable for any delays in the interment of a body where a protest to the interment has been made or where the rules or regulations

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have not been followed. The City shall be under no duty to recognize any protest to interment unless they are in writing and filed at the cemetery.

14. The Cemetery and Parks Supervisor or his/her designated representative is to be present in the cemetery for every interment or disinterment.
15. All interments shall be contained in a concrete box or vault only, except for infants or cremation interment, in which case an infant interment may use a fiberglass casket vault combination
16. Disinterment by heirs of a body so that the grave space or lot may be sold for profit to themselves or to any other persons, or disinterment contrary to the written directions of the original grave space or lot owner, shall not be allowed.
17. The City of Blair and/or its employees shall not be liable for any damages to any casket, vault, or box incurred in making a removal. Fee charges for such service are set in Appendix B.

ARTICLE 3 Blocks, Lots, and Grave Spaces

1. The cemetery is divided into blocks, which are in turn subdivided into lots, each ranging from four (4) to twelve (12) grave spaces. An infant's section and a county burial section are also available in the Blair Cemetery.
2. All arrangements to purchase a lot or grave space shall be coordinated with the Cemetery and Parks Supervisor, after which the purchaser shall make payment to the City of Blair for such purchase. The purchaser shall receive a Cemetery Deed from the City of Blair for the lot or grave spaces purchased. A purchaser acquires no right, title, or interest and may not inter a body or cremation in any grave space in the cemetery; until he has paid in full for said grave space or spaces, along with all interment fees.
3. The City of Blair will file with the Washington County Register of Deeds on behalf of the lot owner. A fee of ten dollars will be added to the sale of lots for this service.
4. A lot owner may sell their grave space or spaces; however, the City shall have no obligation to recognize the transfer unless a copy of the deed recorded with the Registrar of Washington County is filed with the City Clerk. All grave spaces sold back to the Cemetery/City must be conveyed by Warranty Deed.
5. The Cemetery shall have the right to refuse to consent to a transfer or any conveyance of said grave spaces if there is any kind of indebtedness due to the cemetery by a recorded lot or grave space owner.

6. If there are no heirs at law of a lot owner and he or she has not provided by will for the disposal of lots, the remaining space, or spaces, escheat back to the Blair Cemetery after normal inquiry of any known relatives and in accordance with State law.
7. A single interment may not be buried to occupy more than one grave space without written direction from the lot owner or his heirs.
8. Unused grave spaces may be reclaimed and sold per Nebraska State Statute.

ARTICLE 4 Care of the Cemetery

1. All grading, general landscape work, improvements, all openings and closing of graves, and all interments, disinterment, and removals shall be made by the Cemetery and Parks Supervisor or an approved delegate.
2. All plantings of trees, shrubs, bushes, plants, and flowers shall be under the direction of the Cemetery and Parks Supervisor; any removal or pruning of the above-listed items must also be under the Cemetery and Parks Supervisor's supervision. The Cemetery and Parks Supervisor may remove any unauthorized planting, and the City and its employees shall not be liable for such removals.
3. Floral arrangements and designs, flowers, shrubs, trees, weeds, or any herbage or any plastic or any other item may be removed by the Cemetery and Parks Supervisor or his employees whenever he judges them to be unsightly, dangerous, detrimental, diseased, or distracting from the general décor of the cemetery. The cemetery and its employees shall not be liable for flower pieces, baskets, frames, or other objects left for or after a funeral service or for decoration of a grave over winter. The cemetery shall not be liable for lost, misplaced, or otherwise damaged flower cases unless such damage is caused by the cemetery personnel in the performance of their duties. The cemetery shall not be responsible for frozen plants or herbage of any kind, or for plantings or herbage of any kind, or for plantings damaged by the elements, drought, lack of water, thieves, vandals, or by other causes beyond its control.

4. Glass containers of any kind are not permitted in the cemetery. The City/cemetery is not responsible for any cost of replacement or injury because of such containers.
5. Flowers (silk, plastic, or real) are not permitted on lots or grave spaces from April 1 through November 1 unless contained in a permanent type of container approved by these rules, except as follows:
 - a. From April 1 through November 1, all other decorations or mementos are permitted if attached to the headstone or firmly sitting completely on the headstone base.
 - b. A valid three (3) day registration in remembrance of birthdays or the date of death.
 - c. Five (5) days before Memorial Day to seven (7) days after.
 - d. The Thursday before Mother's and/or Father's Day at 4:00 p.m. to the Tuesday after Mother's and/or Father's Day at 6:00 p.m.
 - e. Temporary decorations are allowed for 30 days after interment. Decorations must be placed in line with adjacent markers and must not impede the routine maintenance of the cemetery.
 - i. An extension may be allowed by the Cemetery and Parks Supervisor on a case-by-case basis, depending upon circumstances.
6. Patrons of the Blair Cemetery may decorate grave spaces or lots from November 1 through April 1 with any items they wish except for any glass items. The cemetery and its employees, however, are not responsible for any items that have been moved, damaged, or lost during this time, either in the performance of their duties or by other third parties.
7. Patrons of the Blair Cemetery may water grave spaces, lots, trees, and bushes or flowers only if they are present. Any water hydrant left on, and no one present, shall be turned off, and the cemetery employees shall pick up any hoses or sprinklers left out. The cemetery also reserves the right to turn off or disconnect the water supply at any time because of leaks or rationing mandated by the City.
8. Curbing, fences, or hedges around any grave space or lots are prohibited.
9. No elevated mounds shall be built over graves, and no lots shall be filled above the level established by the cemetery.

ARTICLE 5
Monument and Marker Regulations

1. Flower vases, allowed by these rules, separate from the headstone or monument, must be placed at the North and South ends of the foundation.
2. The Blair Cemetery may charge a fee to the lot owner or person requiring the movement of a large monument or marker or to open a grave. The City is not responsible for the replacement of any foundation damaged by opening a grave.
3. All permits and fees shall be paid before any monuments, markers, vase or foundation work can begin. See Appendix A for any fees.
4. The foundation for any monument or markers shall be level with the ground at least six (6) inches thick. The lot owner is responsible for the maintenance and repairs of the foundation.
5. All monuments or markers shall be no more than sixteen inches in width and be set in a straight line with lot lines. Cemetery staff will locate corner pins and identify the location of each monument or marker. All monuments and markers must be properly aligned in their respective lots.

6. All monuments or markers shall be constructed of marble, granite, or bronze. Rock, steel, aluminum, or formed concrete plate shall not be used for markers or monuments. Grave slabs are not permitted in any part of the cemetery.
7. Monuments or markers shall not be removed unless notice has been given to the Cemetery and Parks Supervisor in writing.
8. Placement of monuments and markers applies to each section of the Cemetery as follows:
 - a. Blocks 1 through 109 inclusive shall have unrestricted monument privileges, which permit the erection of monuments or markers at either or both ends of a grave space that do not interfere with future grave openings and are not set back-to-back with another monument or marker.
 - b. Blocks 110, 111 and 118, the monuments or markers on the East one-half of the lot shall be placed on the East end of the grave with the inscription facing the grave, and on the West one-half of the lot, the monuments or markers shall be placed on the West end of the grave with the inscription facing the grave.
 - c. Block 115-117 shall allow monuments or markers on the East one-half of the lot shall be placed on the East end of the grave with the inscription facing the grave, and on the West one-half of the lot, the monuments or markers shall be placed on the West end of the grave with the inscription facing the grave..
 - d. Monuments or markers located in North-South closed roadway lots shall be placed at the West end of the grave and face East. No monuments may be placed on the east end of these grave spaces.
 - e. Center (Family) monuments will not be permitted in any section of the cemetery for lots purchased after April 1, 2023.
9. In the event existing curbs become a maintenance hazard or become unsightly because of deterioration and/or disrepair, the Cemetery and Parks Supervisor shall notify the lot owner or heirs, if possible, that the curb must be repaired within 30 days, weather permitting, or it shall be removed. If no lot owner or heir can be located, the Cemetery shall repair or remove the curbing at the Cemetery and Parks Supervisor's discretion.

~~9-10.~~ Spaces will multiple burials will not be exempt from the headstone rules and regulations.

~~10-11.~~ The following requirements shall apply to all monuments and markers:

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- a. Only professional monument companies are permitted to install foundations and monuments.
- b. Only engineered, pre-stressed precast concrete foundation caps set in a wet concrete footing will be used.
 - i. The monument company will be responsible for determining the depth of the footing.
 - ii. Monuments over sixty (60) inches tall must be supported by a minimum six-inch-thick foundation and a six-inch diameter post forty-two (42) inches deep, one for each two feet of length. A reinforcing rod must be used to tie the foundation to the post(s).
- c. The wash on all monuments will be a minimum of two inches.
- d. No monument, marker, or vase will extend beyond the boundary of the grave space or lot.
- e. It shall be the responsibility of the monument company and/or the family of the deceased to straighten the monument or marker should it begin to lean or tilt.
- f. If, in the judgment of the Cemetery and Parks Supervisor, any marker or monument becomes hazardous, the monument company will be notified.
 - i. If the monument company fails to take action after thirty days, the Cemetery and Parks Supervisor may remove the marker until it can be reset.
- g. Temporary markers may be placed by request for a length of 90 days. These may be placed by the funeral home or one provided by the cemetery. After 90 days, temporary markers will be removed, and a permanent marker or monument must be placed at the grave.
 - i. An extension may be allowed by the Cemetery and Parks Supervisor on a case-by-case basis, depending upon circumstances.

ARTICLE 6
Fees - Charges - Permits - Payments

The payment of all fees, charges, permits, and payments is payable at the time of service and shall be made at the City Clerk's office, located at 218 South 16th Street.

A schedule of all fees, charges, permits, and payments as established by the City Council and stated in Appendix A hereto shall be on file in the office of the Cemetery and Parks Supervisor and in the Blair City Clerk's office. Such a schedule may be amended from time to time.

The City may buy back grave spaces at the rate of \$200.00 per grave space.

APPENDIX A
Fee Schedule

Grave Openings

Adult	\$550.00 <u>\$600.00</u>
Infant	\$350.00
Cremation (one urn)	\$300.00 <u>\$350.00</u>
Cremation (one urn with vault)	\$350.00 <u>\$400.00</u>

There shall be an additional charge of \$350.00 for interments on Saturday mornings. There shall be an additional charge of \$350.00 for interments on Saturday afternoon or recognized City holidays. There shall be a late service fee of \$125.00 per hour for any service scheduled after 4 pm.

All disinterments and re-interments in the same grave shall be charged for one (1) opening and any additional time or equipment used in the removal of said disinterment in accordance with City rental fees and expenses.

Any disinterment and re-interment, in another grave, shall be charged for two (2) openings plus any additional fees if applicable.

Grave Space Purchases

40- & 45-Inch Spaces	Adult/Infant/Cremation	_____
		\$550.00 <u>\$600.00</u>

Baby Section (30inches x 60inches)

Infant (under 2)	\$300.00 <u>\$350.00</u>
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Cremation (Any) ~~\$300.00~~ \$350.00

Miscellaneous Fees

Recording Fee for Deed \$10.00

Layout for headstones/Catholic \$100.00

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