

	"OPEN MEETINGS ACT" City of Blair Regular Council Meeting City Council Chambers September 22, 2026 - 7:00 PM
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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 September 8 Budget and Regular meetings.
 - 4.b. Clerk report of Mayoral Action of the September 8, 2026 meeting.
 - 4.c. Claims as approved by the Finance Committee.
 - 4.d. Approve Fall Clean Up and Open Burn with a permit for 2026.
- 5.Mayor Rump opens a public hearing to consider a Conditional Use Permit submitted by Remnant Christian Church, 12364 Rose Drive, Blair, Nebraska, Dale Delisle, agent, for an "Assembly Use: Church" on Lots 3-12, Block 36, City of Blair, Washington County, Nebraska (138 N. 16th Street) for three (3) years.
- 6.Mayor Rump opens a public hearing to consider a Conditional Use Permit Application submitted by Stephanie Magnussen, 13232 County Road 27, Blair, Nebraska, for an accessory dwelling unit (ADU) on Lot 2, Sunrise Estates, a

Subdivision in Washington County, Nebraska, (13232 County Road 27), for the life of the primary structure.

7. Mayor Rump opens a public hearing to consider a Conditional Use Permit application submitted by Tri 5 Management, LLC, Jay Vandenbroucke, owner, 10603 S. 180th Street, Omaha, Nebraska, for “Car and truck sales, both new and used, without full service and repairs“ on Lots 24, 25, 26 & 27, Block 15, City of Blair, also known as the Original Townsite of Blair, Washington County, Nebraska, together with that part of vacated State Street adjacent to subject property (1620 State Street) for one (1) year.
8. Mayor Rump opens a public hearing to consider a Conditional Use Permit application submitted by Buddies Rentals, LLC, James Nielsen, owner, 17325 Co Rd 4, Herman, NE, for “Rental and Leasing Establishments, Outside and Inside Storage” on Lots 13, 14 & 15, Block 52, City of Blair, Washington County, Nebraska (1165 Lincoln Street) for one (1) year.
9. Consider a recommendation from the Parks, Cemetery and Recreation Board regarding the design and layout of the future bike playground.
10. Consider Resolution 2026-101 approving an increase in city sewer rates.
11. Consider Resolution 2026-102 approving an increase in city water rates.
12. Consider Resolution 2026-103 approving the purchase of Ballistic Helmets for the Blair Police Department.
13. Consider Resolution 2026-104 amending the agreement for animal sheltering services between the City of Blair and the Friends of the Jeanette Hunt Animal Shelter.
14. Deputy City Administrator Reports.
15. 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
September 8, 2026

The Mayor and City Council met in regular session in the City Council Chambers on September 8, 2026, at 7:00 p.m. The following were present: Gary Banner, Brent Clark, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, and Frank Wolff. Absent: Kirk Highfill. Also present were Deputy City Administrator Barrow, Deputy City Administrator Heaton, Deputy City Administrator Scott, City Attorney Talbot, Library Director Lukert, IT Director White, 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 Washington County Enterprise as shown by the affidavit of publication filed in the City Clerk's office. Notice of the meeting was simultaneously given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and the agenda is filed in the City Clerk's office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Agenda Item #1, #2 and #3 – Mayor Rump called the meeting to order 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 the August 25, 2026, meeting, 4b) Clerk report of Mayoral Action of August 25, 2026, meeting, 4c) City Department reports for August 2026, 4d. Claims as recommended by the Finance Committee, and 4e) Consider approval of an addition to the Licensed Area in reference to a liquor license for the American Legion Hain-Flynn, 103 S. 12th St., Blair, NE to add a 20 x 32 Beer Garden to the existing building. Motion by Rick Paulsen, second by Kevin Willis 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 – Michaela Valentin, 1919 Aksarben Dr, Omaha with OPPD appeared before the Mayor and City Council to provide an update on the Integrated System Plan (ISP) that OPPD is working on and seeking public official and public feedback. The ISP is a mandatory five-year planning document required by the Western Area Power Association (WAPA), covering transmission, generation, distribution, and all generating facility resources across OPPD territory. Valentine noted the current national power crisis as context for the plan's urgency. Modeling engineers are currently building forecasts, with a finalized plan expected by end of 2026. Council members and the public were invited to provide feedback. Public officials were asked to submit feedback directly to OPPD's Government Affairs team. The public was directed to OPPD's website where an "Integrated System Plan" links to a survey. A virtual public workshop is scheduled for September 22nd at 5:00 PM, open to both officials and the public, with registration available on the same website. Valentine confirmed she would follow up with council members via email with all relevant links and information.

Agenda Item #6 – Deputy City Administrator Scott presented Ordinance 2627, the Annual Appropriation Bill for fiscal year 2026-2027, appropriating \$228,818.20 in total annual expenditures as

required by state submission. Council member Willis introduced Ordinance No. 2627 to adopt the Budget Statement for FY 2026-2027 and to be termed the "Annual Appropriation Bill" appropriating such sums of money necessary to defray all necessary expenses and liabilities of the City of Blair, Nebraska for FY 2026-2027.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT AND TO BE TERMED THE "ANNUAL APPROPRIATION BILL"; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF BLAIR, NEBRASKA, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF OCTOBER, 2026 AND SPECIFYING THE OBJECT AND PURPOSE OF EACH APPROPRIATION AND THE AMOUNT FOR EACH OBJECT AND PURPOSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Said Ordinance was then read by title and thereafter Council member Rick Paulsen moved for final passage of the Ordinance, which motion was seconded by Council member James Letcher. The Mayor then stated the question was "Shall Ordinance No. 2627 be passed and adopted?" Upon roll call vote, the following Council members voted: 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. The passage of said Ordinance having been concurred in by a majority of all members of the Council, the Council President declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance can be found in the Ordinance Record Book.

Agenda Item #7 – Deputy City Administrator Scott presented Resolution 2026-099 setting property tax levies for the City of Blair and Blair Airport Authority for FY2026-2027. Key figures included: General Fund levy of \$2,464,691.96, Street Fund levy of \$278,870, and Debt Service of \$811,765 (up significantly from approximately \$509,000 the prior year) for a total of \$3,564,326.96. The total assessed value of the city increased 9.07% to approximately \$1,210,938,586. The proposed total tax rate is 0.294344 per \$100 of assessed value, broken down as: General Fund 0.203536, Street Fund 0.023772, and Debt Service 0.067036. The General Fund rate decreased by approximately 3.98%. Overall, the proposed budget requires a 25.8% increase in property tax from the previous year, driven primarily by the debt service increase. The Airport Authority tax rate was set at 0.028624 per \$100, approximately the same as the prior year as airport debt did not change. Council member Letcher introduced Resolution 2026-099 setting the levy for the City of Blair and Blair Airport Authority for FY 2026-2027. Motion by James Letcher, second by Rick Paulsen to adopt Resolution No. 2026-099 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 – Deputy City Administrator Heaton presented the one-year street improvement plan for FY2026-2027, noting all details had been covered at a prior meeting. Work on budgeted street projects is expected to begin the following week, with a goal of completion before the end of September. Discussion touched on the 66 Heights overlay project, which has been well-received and is holding up well over a year later. The Transportation Committee confirmed the plan must include all potential projects even if not all will be executed, as omitting items would require a state plan amendment. Council member Letcher introduced Resolution 2026-100 approving the one-year plan for street improvements for FY 2026-2027. Motion by James Letcher, second by Brent Clark to adopt Resolution No. 2026-100 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 #9 – Deputy City Administrator Scott presented Ordinance 2628, amending Section 8109 of the Blair Municipal Code regarding placement of political signs on city right-of-way. The amendment aligns city code with state statutes, as the existing ordinance was more restrictive and potentially vulnerable to legal challenges on free-speech grounds. Key changes included: removing the restriction that signs shall not exceed 10 square feet in area; adding language that signs shall not be placed within 200 feet of a polling place, ballot drop box, or designated voting building on property not under common ownership; and removing the restriction that signs cannot be installed more than four weeks before an election or must be removed within seven days after election day. The definition of political signs was also removed. Council member Paulson raised concerns about the number of changes, particularly the lack of size limits and year-round display allowance and questioned how political signs might blur into advertising. Police Chief Kinsey clarified there are other sections of city code and state transportation statutes address size, sight-line obstruction, and placement near intersections. It was noted that these changes had informally been in effect since council member Brad Anderson's tenure, with the code book physically marked up but never formally amended. The Mayor expressed personal preference for the prior time restrictions but acknowledged the legal necessity of aligning with state law. Council member Letcher introduced Ordinance 2628 amending Section 8-109 of the Municipal Code of the City of Blair, Nebraska in reference to placement of political signs on city right of way.

AN ORDINANCE AMENDING SECTION 8-109 OF THE MUNICIPAL CODE OF THE CITY OF BLAIR, NEBRASKA IN REFERENCE TO PLACEMENT OF POLITICAL SIGNS ON CITY RIGHT OF WAY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FORCE AND EFFECT AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Said Ordinance was then read by title and thereafter Council member James Letcher moved for final passage of the Ordinance, which motion was seconded by Council member Rick Paulsen. The Mayor then stated the question was "Shall Ordinance No. 2628 be passed and adopted?" Upon roll call vote, the following Council members voted: Gary Banner: Nay, 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:

6, Nay: 1, Absent: 1. The passage of said Ordinance having been concurred in by a majority of all members of the Council, the Council President declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance can be found in the Ordinance Record Book.

Agenda Item #10 – Deputy City Administrator Barrow introduced David McFarland as the city's new Director of Planning and Zoning, starting September 21, 2026. McFarland is a certified planner, an alumnus of Indiana University of Pennsylvania, and completed graduate work at Iowa State University. The position attracted close to 80 applications, which were narrowed to a shortlist and Mr. McFarland rose quickly to the top. He is relocating from Blair County, Pennsylvania and he and his wife plan to move around September 18th. McFarland addressed the Mayor and Council expressing his eagerness to begin, noting he is spending time with outgoing staff to absorb institutional knowledge before his start date to avoid the two-year learning curve he experienced in a prior role.

Agenda Item #11 – Motion by Brent Clark to recess at 7:28 p.m. for an Executive Session stating the closed session is needed to discuss possible litigation involving the City of Blair and to preserve the attorney-client privilege. Motion was seconded by Council member James Letcher. 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 and stated the closed session will be limited to the following subjects: to discuss potential litigation and preserve the attorney-client privilege. Council member Brent Clark moved to come out of executive session and reconvened as a City Council at 7:49 p.m. which motion was seconded by Council member James Letcher. 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 and stated that the closed session was limited to the following subjects: discussion of potential litigation and preserving the attorney-client privilege.

Agenda Item #12 – Motion by Gary Banner, second by Rick Paulsen to adjourn the meeting 7:49 p.m. 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: AAA Garage Door, Svc, 3118; Abe's Trash Svc, Svc, 252.62; Access Technologies Inc, Svc, 197.77; Acker, Derek, Ref, 50.00; Adams & Sullivan Pc Llo, Svc, 2325.00; Aflac, Ins, 2310.00; Agr Roofing And Construction, Ref, 50.00; Aguilar, Kelesey, Ref, 50.00; Air Products & Chemicals, Inv, 4931.84; Amazon Sales Inc, Inv, 2050.58; American Fence Company Llc, Svc, 2290.00; American Underground Supply, Svc, 1738.33; Anderson, Desiree E, Ref, 50.00; Aoi Corporation, Svc, 484.38; Arp Land Llc, Ref, 500.00; Arps Red-E-Mix Inc, Inv, 12121.00; Assethr, Pylr, 237.54; Automatic Systems Co, Svc, 6016.62; B & B Technologies Inc, Inv, 132.66; Baird Holm Llp, Svc, 19744.00; Bi-State Motor Parts, Inv, 287.77; Bk Painting Inc, Svc, 1200.00; Blair Ace Hardware, Inv, 1272.43; Blair Fire Department, Inv, 3337.02; Blue Cross & Blue Shield Of Ne, Ins, 137445.18; Bobcat Of Omaha, Inv, 1310.93; Boquet, Hannah, Ref, 50.00; Brandi Lee Bjork, Reimb, 15.23; Broucek, Willard, Ref, 50.00; Burns, Kim, Ref, 50.00; Calvin Poulsen, Svc, 3380.00; Cdw Government Inc, Inv, 5422.42; Central States Industrial Supply Inc, Inv, 3702.02; Chenevert, Sharon, Re, 50.00; Chris Olson, Svc, 1000.00; Cintas Corporation, Svc, 5194.99; City Of Blair, Inv, 148.52; Complete Tactical Consultants, Inv, 2000.00; Concrete Equipment Co, Ref, 50.00; Country Tire Inc, Svc, 1885.55; Crane Tech Usa Inc, Inv, 12025.95; Cummins Inc, Inv, 22887.57; Dakota Pump Inc, Inv, 24779.75; Deborah Wood, Svc, 400.00; Dick's Electric Co, Svc, 5504.58; Dr Anderson

Constructors Co, Ref, 500.00; Eakes Office Plus, Svc, 2291.24; Ecolab, Svc, 28879.50; Ehrhart Griffin & Associates, Inv, 4810.37; Elite Vehicle Outfitters Llc, Inv, 1790.68; Engineered Controls Inc, Inv, 232.50; Esri, Inv, 6175.00; Felsburg Holt & Ullevig, Svc, 16967.99; Firstnet At&T Mobility, Inv, 237.14; Force America Distributing, Inv, 243.00; Funk, Kenneth, Ref, 500.00; Getzschman Heating Llc, Inv, 432.00; Glen & Joyce Hudson, Ref, 50.00; Great Plains Communications, Inv, 4728.99; Hach Co, Inv, 1104.43; Harsin Built Construction, Ref, 300.00; Haston, Sean, Ref, 50.00; Hdr Engineering Inc, Svc, 9814.72; Henton Trenching Inc, Svc, 220.00; Henton Worx Llc, Svc, 424.26; Hoden, Arron, Ref, 50.00; Hotsy Equipment Co, Inv, 276.60; Houston Engineering Inc, Svc, 5587.25; Hsa Bank, Ins, 87.50; Ingram Industries Inc, Inv, 2878.37; Inter'l Assoc Of Chiefs Of Police, Inv, 750.00; Interstate Battery, Inv, 92.01; Jackson Services, Svc, 592.15; Jeff Beiermann, Reimb, 51.48; Jeffrey Young, Ref, 50.00; Jeredith Brands Llc, Svc, 3019.00; Kelly Ryan Equipment Co, Svc, 350.54; Ksm Promotions Inc, Inv, 1675.90; League Assoc Of Risk Management, Ins, 14.80; League Of Ne Municipalities, Ins, 4233.00; Lee, Christopher M, Ref, 50.00; Leonard, Joseph, Inv, 455.43; Library Ideas, Inv, 343.56; Lincoln, Mia, Ref, 50.00; Long's Ok Tire Stores, Svc, 345.90; Lutheran Family Services Of Ne Inc, Inv, 363198.18; Mccoy Roofing Llc, Ref, 200.00; Mckinnis Roofing & Sheet Metal Llc, Ref, 200.00; Mellen & Associates Inc, Svc, 28344.65; Memorial Community Hospital, Svc, 612.00; Mes Service Company Lcc, Inv, 155.54; Midwest Homes Llc, Ref, 50.00; Mike Royce Contracting, Inv, 29484.00; Millard Sprinkler Inc, Inv, 4639.35; Mississippi Lime Co Llc, Inv, 33298.30; Monroe Engineering Group Llc, Inv, 280.78; Morrell, Lisa, Ref, 50.00; Moser Roofing Solutions Llc, Ref, 50.00; National Sign Company Llc, Inv, 408.90; Ndwee - Licenses, Inv, 480.00; Nebraska Law Enforcement, Inv, 75.00; Nebraska Rural Water Assoc, Dues, 550.00; Nietfeld, Timothy J & Konda K, Ref, 50.00; Nippon Sanso Matheson Inc, Inv, 162.75; Olmstead, Michael, Ref, 50.00; Olsson Associates, Svc, 10105.28; One Call Concepts Inc, Svc, 133.69; One Source, Svc, 124.00; Oppd, Inv, 117784.66; Orchard Valley Inc, Ref, 500.00; O'reilly Automotive Stores Inc, Inv, 244.21; Orkin Llc, Svc, 197.25; Pioneer Cleaning Llc, Svc, 600.00; Point C, Ins, 7044.37; Police Officers Association Of Ne, Inv, 140.00; Pounds Printing Inc, Inv, 90.00; Principal Financial Group, Pen, 3104.92; Rachel Sears, Ref, 50.00; Relx Inc, Inv, 310.00; Royalty Roofing, Ref, 50.00; S & S Pumping Service Llc, Svc, 21375.00; S.E. Smith & Sons, Inv, 1327.25; Sapp Bros Petroleum Inc, Inv, 3972.62; Scollard, Makenzie, Ref, 50.00; Security Equipment Inc, Inv, 5115.84; Seh Inc, Svc, 25253.17; Spartan Stores Llc, Inv, 48.59; Stahlnecker Bieker, Kimberly, Svc, 360.00; Streakwave Wireless Inc, Inv, 3894.56; Sts Truck Service, Inv, 641.25; Summit Fire Protection Co, Inv, 273.00; Superior Environmental Solutions, Inv, 67560.59; Superior Green Inc, Svc, 16762.68; Symbolarts, Inv, 177.50; Talbot Law Office Pc Llo, Svc, 4038.50; The Guardian Life Ins Co, Inv, 8053.90; The Sign Depot, Svc, 2000.14; The Team Approach Inc, Inv, 432.00; Thermal Options, Svc, 200.00; Thiele Geotech Inc, Inv, 800.00; Thompson Solutions Group, Inv, 2265.25; Thrasher Inc, Ref, 50.00; Trc Enterprise, Inv, 250.00; Trekk Design Group, Inv, 3862.00; Troy Wakefield General Contracting, Ref, 200.00; Ty's Outdoor Power & Service, Inv, 25.87; Uline, Inv, 744.79; Us Silica, Ref, 500.00; Verizon 883740345-00001, Inv, 1515.48; W&K Construction Llc, Re, 50.00; Wakefield Towing And Recovery, Svc, 814.00; Walsh Exteriors Llc, Ref, 50.00; Warren Services Inc, Svc, 410.00; Washington County Enterprise, Inv, 563.40; Washington County Register, Inv, 38.00; Western Oil Ii Llc, Gas, 8512.89; White Castle Roofing, Ref, 50.00; Zeigler, Xach, Ref, 50.00.

Melinda K. Rump, Mayor

ATTEST:

Brenda Wheeler, City Clerk

Seal

Council Meeting September 8, 2026

City of Blair Special Meeting Budget Hearing
September 8, 2026

The Mayor and City Council met in special session in the City Council Chambers on September 8, 2026, at 6:30 PM to hold the city's annual Budget Hearing. The following were present: Gary Banner, Brent Clark, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, Frank Wolff. Absent: Kirk Highfill. Also, present were Deputy City Administrator Barrow, Deputy City Administrator Heaton, Deputy City Administrator Scott, City Attorney Talbot, Library Director Lukert, IT Director White, 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 Washington County Enterprise 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 – Mayor Rump called the meeting to order at 6:30 p.m. Formalities such as roll call and the pledge of allegiance were deferred to the regular city council meeting at 7:00 PM.

Agenda Item #2 – Mayor Rump opened the budget hearing for the City of Blair's fiscal year 2026–2027 budget.

Agenda Item #3 – Presentation of Budget for FY 2026-2027 – Deputy City Administrator of Operations Scott delivered the budget presentation, noting that multiple planning and budget work sessions had already taken place, including a lengthy session the prior week with significant public input. Total projected expenses for FY2026–2027 are \$91,228,818.20. The largest expense categories are water, sewer, and street departments, followed by the general fund and smaller funds. Water, street, and wastewater are the costliest areas due to expensive infrastructure such as pumps, which can cost up to \$800,000 each. Within the general fund, police, and fire together account for more than 50% of the city's budget, reflecting a strong commitment to public safety. Total projected revenues are \$96,368,552, exceeding expenses by \$5,139,734 (approximately 7% of the total budget, excluding capital improvements). Scott noted this margin is considered low given the scale of infrastructure costs. The surplus is largely restricted because funds are reserved for obligations such as health insurance balances, debt service, TIF pass-through funds such as \$2 million for the Dana Campus project in the community development fund and other earmarked reserves. Blair's budgeting method, required by the state of Nebraska, includes current balances as revenue, which can make the budget appear more favorable than it is in practice. Council Member Banner raised questions about the transparency of the \$5 million surplus, noting that expenses like debt service and TIF are already accounted for in the \$91 million figure. Scott acknowledged the presentation could be clearer and agreed to add reserved/allocated funds as a distinct line item in future budgets. Key items included in the FY2026–2027 budget: 1) Health insurance: 4% increase, significantly below the national municipal average of 12–20%, credited to diligent staff efforts and use of tools like Teladoc, 2) Cost-of-living increase: 2% for all city staff, 3) New positions: One parks department position expanded from part-time to full-time laborer; one police captain position funded for half of FY2027. Multiple other position requests were denied following council review, 4) No new fire chief position, but report pay added to the rescue fund to incentivize timely transport report submissions,

expected to improve revenue for that fund, 5) RV park and restroom/shower facility: \$300,000 total, contingent on securing \$150,000 in grant funding, 6) Safe Streets for All Action Plan: Funded through the federal Bipartisan Infrastructure Package; currently in the planning phase. Public input is being solicited via the city website, 7) TAP program: Continued grant funding for the Riverwood Hano trail, 8) North Bypass: Funding included for the concept/planning phase; council approved this approximately three months prior, 9) New ambulance: Funded through the rescue fund; expected delivery in 2027 after a multi-year procurement process, 10) Animal control: Fully funded (city's portion), 11) Chamber of Commerce and Gateway Bell: Approved funding increases to maintain partnerships, 12) Master Comprehensive Plan: Half the cost budgeted (~subject to new city administrator's direction); cities typically update these every 10 years, 13) Wastewater rate increase: Already approved by council and enacted in this budget; further discussions anticipated as the wastewater department remains in poor financial condition, 14) Sales tax, keno, and other fund transfers: Large transfers made to support operating costs, projects, and property tax relief, and 15) Contingency funding: Funds set aside for potential utility projects and grant-dependent initiatives to avoid budget amendment delays if funding is secured.

Agenda Item #4 – Comments from the public – Jennifer Reyzlik, 141 E. Baronage Dr, Blair asked if the budget was balanced. Scott stated the city budget was balanced.

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

Agenda Item #6. Mayor Rump opened a public hearing to set FY 2026-2027 levy different than FY 2025-2026 levy.

Agenda Item #7 – Presentation of FY 2026-2027 levy different than FY 2025-2026 levy. Scott noted the City of Blair took out a \$2.4 million public safety bond to fund police facility improvements, equipment upgrades, and a new fire truck (expected delivery in 2027). The mill levy is increasing from 0.284501 (FY2025–2026) to 0.294344 (FY2026–2027), a 3% increase. This increase is entirely attributable to principal and interest payments on the public safety bond. The general fund operating budget actually decreased by 4% this year. The assessed property value in Blair increased by 9% this year to maintain the same levy as last year would have required only a 2.6% increase, but the additional amount covers bond payments. Scott noted the general fund mill levy increase is only \$76,999 and the street department increase is \$27,000, with the majority of the \$302,000 total levy increase going toward debt service for the public safety bond. The city will present its budget at the pink card budget meeting on September 17, 2026. The slides shown during the hearing including the mill levy request, expense totals, and levy comparison data will be used directly in that presentation. The data is drawn from the state budget reporting system and shows the city's levy request in the context of assessed value changes and fund-by-fund breakdowns. The breakdown of tax dollar allocation shows that public safety and education are the dominant spending categories for both the city and the county/school district. Scott emphasized that this aligns with what residents consistently prioritize when asked how their tax dollars should be spent. The airport fund shows approximately \$6–7 million in disbursements due to an ongoing major expansion project. Approximately 95–97% of airport project costs are covered by state and federal funds. The airport's debt levy request remains the same as last year at \$244,800, with a slight general-purpose increase from approximately \$89,000 to \$115,814. The debt portion of the airport levy is expected to increase in future years once the expansion project is complete and the city's 5% share becomes due. The airport levy remains well below the 3.5-cent threshold that would require additional approval, currently sitting at approximately 2.8 cents.

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

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

Agenda Item #10 – Mayor Rump opened a public hearing on the proposed one-year plan for street improvements for FY 2026-2027.

Agenda Item #11 – Presentation of proposed one-year plan for street improvements for FY 2026-2027. Deputy City Administrator Heaton presented the one-year street improvement plan for FY2026–2027, which is submitted to the state. The plan includes potential mill and overlays segments, UBAS segments, and subdivision construction projects throughout Blair. The plan intentionally includes more projects than the budget can fund, giving the council flexibility to choose which projects to pursue. If a street segment not listed needs to be added later, the plan can be amended. The six-year plan includes larger long-term projects such as the North Bypass and Hollow Road, which are unlikely to be completed within six years but are included to keep them on the city and state’s radar. A mill and overlay project covering approximately 20 blocks throughout town was already approved earlier this year and is set to begin the following week, drawn from the previous year's one-year plan.

Agenda Item #12 – Comments from the public – Margaret Hanson, 511 S 23rd St #2, Blair, asked whether any brick streets would be affected. Mayor Rump stated there are no funds in the budget for brick street repairs.

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

Agenda Item #14 – Motion by James Letcher, second by Kevin Willis to adjourn the meeting at 6:57 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.

Melinda K. Rump, Mayor

ATTEST:

Brenda Wheeler, City Clerk

Seal

November

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	7 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown
8 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown	9 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	10 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	11 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	12 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	13 Cleanup 4 to 6 p.m. Open Burn with permit 8:00 a.m. to sundown	14 Cleanup 10 am to 5 pm Open Burn with permit 8:00 a.m. to sundown
15 Cleanup 10 am to 5 pm	16 Cleanup 4 to 6 p.m.	17 Cleanup 4 to 6 p.m.	18 Cleanup 4 to 6 p.m.	19 Cleanup 4 to 6 p.m.	20 Cleanup 4 to 6 p.m.	21 Cleanup 10 am to 5 pm
22 Cleanup 10 am to 5 pm	23	24	25	26	27	28
29	30					

Filing Date 7/13/26Receipt Number 03025**APPLICATION FOR CONDITIONAL USE PERMIT**

1. Remunet Christian Church 12364 Rose Dr. Blair NE [REDACTED]
 Applicant's Name Mailing Address Telephone

Email: [REDACTED] (DAVID DELISLE)

2. David Delisle 12364 Rose Dr. Blair NE 68108 [REDACTED]
 Agent's Name Mailing Address Telephone

3. _____
 Owner's Name Mailing Address Telephone

4. _____
 Address and Legal Description of Location - Subject Property

138 N. 16th Street, Blair: Lots 3-12, Block 36, City of Blair, Washington County, Nebraska
PIN: 890043435

Current Zoning _____

5. CCB - Central Business District
 Describe the requested Conditional Use

Church meeting house

6. Length of request: 3 years
 (All permits approved are for one (1) year unless otherwise noted)

[Signature] 6/9/26
 Signature of Owner(s) Date

Petty Rhoads 6/9/26
 Signature of Owner(s) Date

DO NOT WRITE BELOW THIS LINE

PLANNING COMMISSION RECOMMENDATION:

DATE OF NOTICE: _____

DATE OF PUBLIC HEARING: _____

VOTE: _____ TO _____ TO _____

CITY COUNCIL ACTION:

DATE OF PUBLIC HEARING: _____

VOTE: _____ TO _____ TO _____

SUMMARY:

Remnant Christian Church, represented by agent Dale Delisle, has applied for a **Conditional Use Permit (CUP) to allow an Assembly Use (Church)** at 138 N. 16th Street, Blair, Nebraska (Lots 3-12, Block 36, City of Blair), formerly the *Blair newspaper building*. The building is currently being remodeled for this purpose under an approved permit. The applicant is requesting the **CUP for a period of three (3) years**.

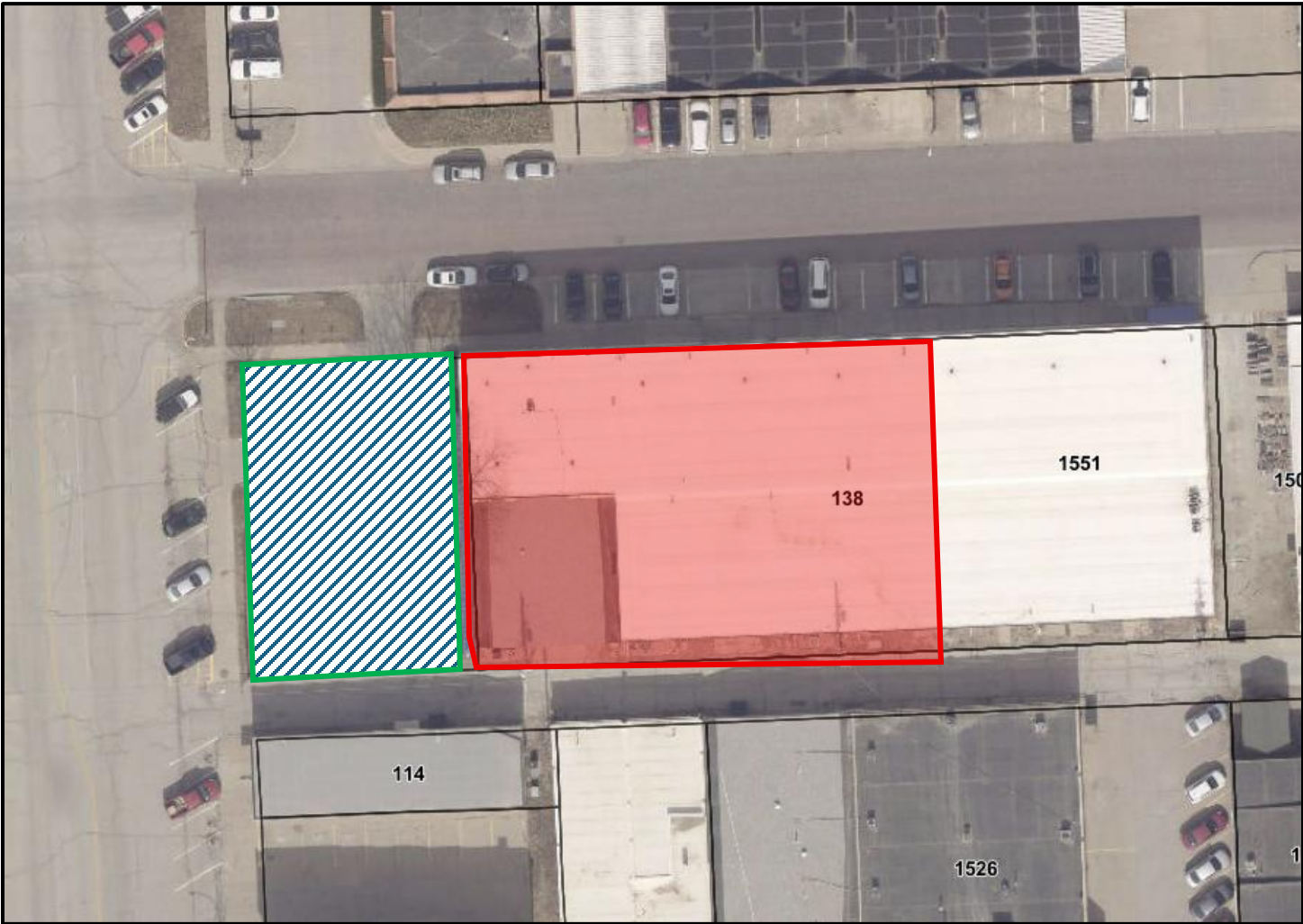
The church has been working with the Nebraska State Fire Marshal to obtain a Certificate of Occupancy. Preliminary plans indicate a maximum occupancy of 282 people.. At this time, however, the church's congregation consists of approximately 40 members.

There are **11 off-street parking spaces** located in front of the building, and any additional vehicles will utilize public parking lots and on-street parking. The City of Blair's Zoning Regulations off-street parking recommends one (1) space per five (5) people in the designed capacity, plus one (1) off-street loading space.

Staff recommends that the applicant provide **at least one (1) ADA-compliant van-accessible parking space** within the off-street parking lot, located along the most direct accessible route to the building's main entrance.



Remnant Christian Church CUP



- Off-Street Parking

OFF-STREET PARKING: 13 SPACES

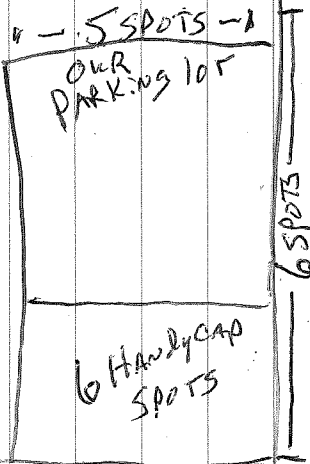


109 SPOTS

8 HANDYCAP
AVAILABLE

Less than
A block
all
Directions

16TH
ST



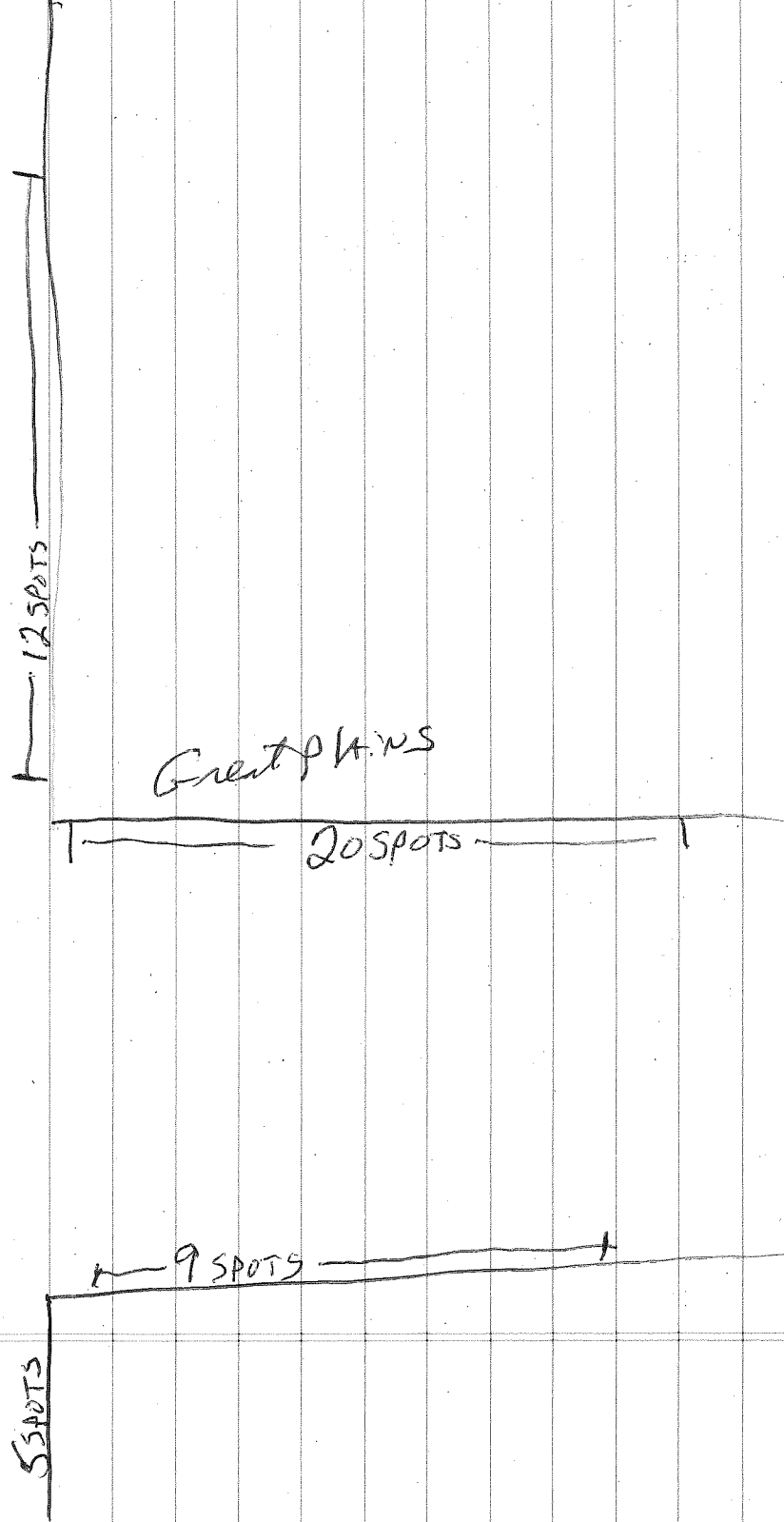
2 HANDYCAP
SPOTS w/ RAMP

11 ← 21 SPOTS →

FRONT ST

← 18 SPOTS →

7 SPOTS

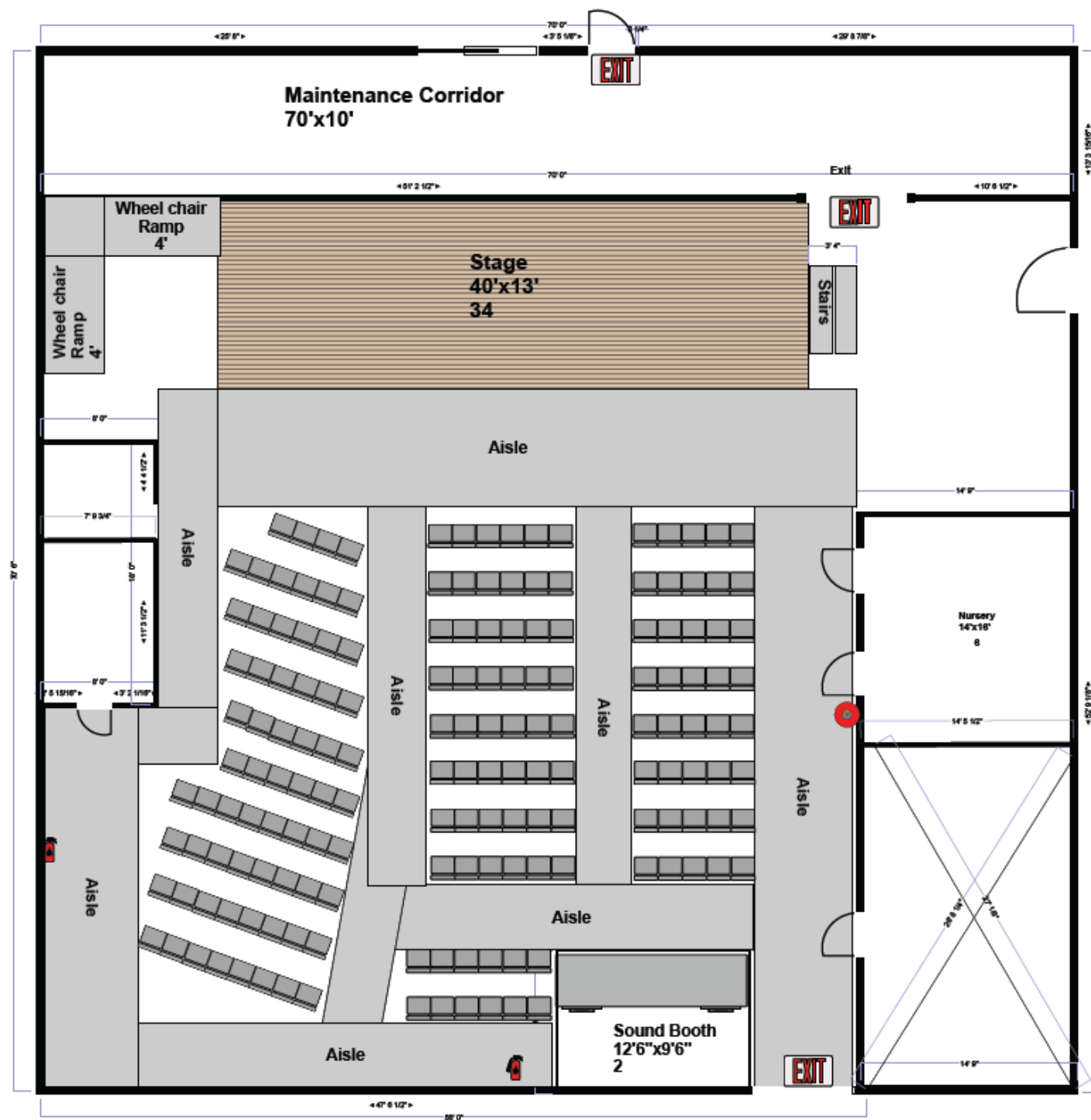


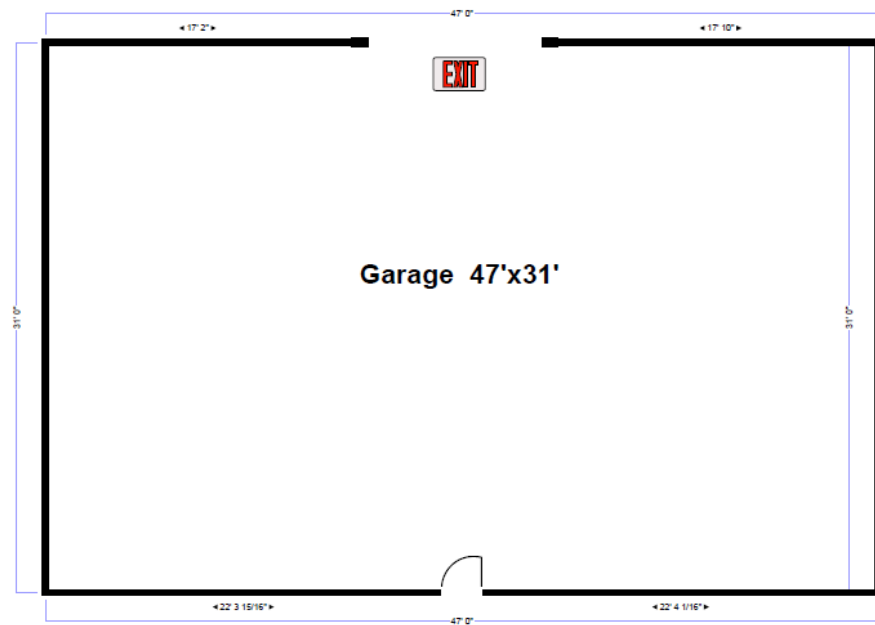
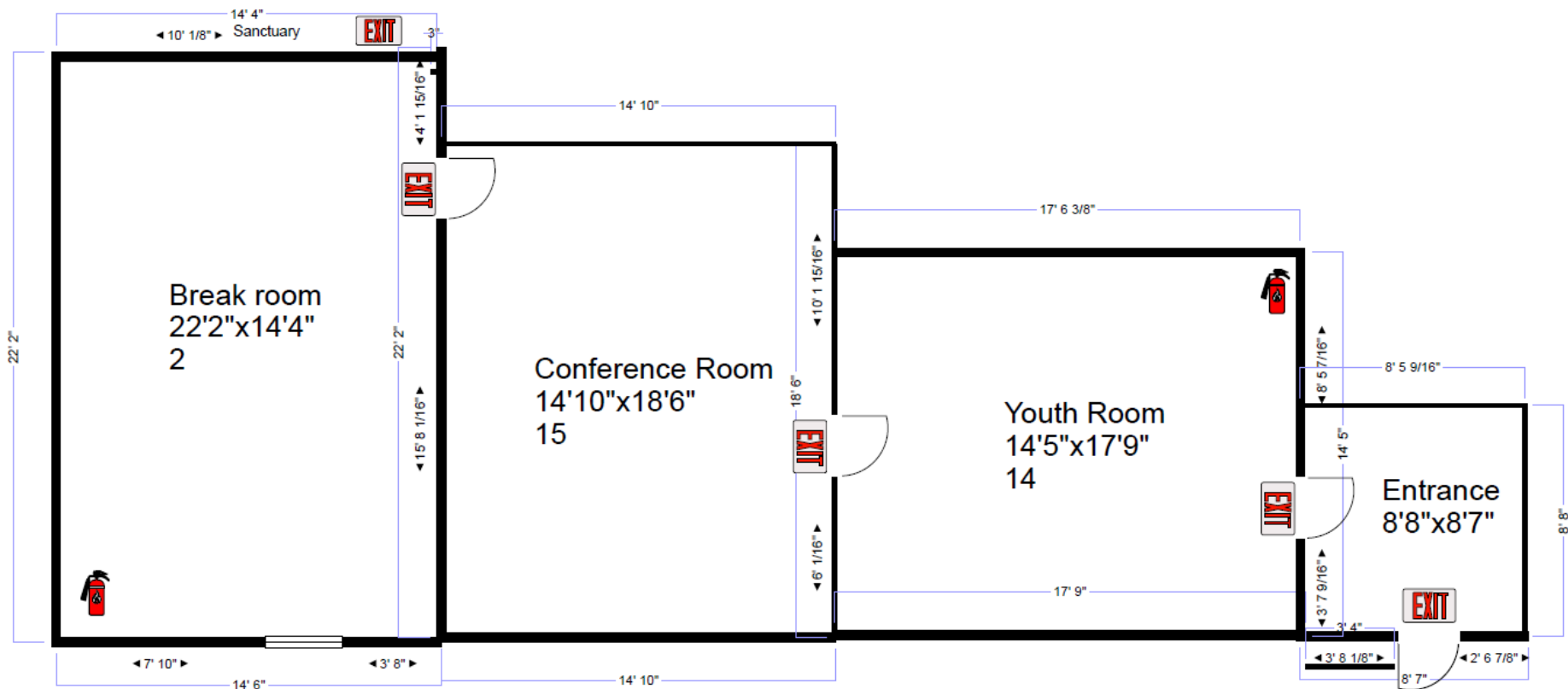


138 N 16th Street



Central Business District





Filing Date 8-10-2026

Receipt Number 034092

APPLICATION FOR CONDITIONAL USE PERMIT

1. Stephanie Magnussen 13232 Co Rd 27 Blair NE 68008 [REDACTED]
Applicant's Name Mailing Address Telephone

Email: [REDACTED]

2. _____
Agent's Name Mailing Address Telephone

3. Stephanie Magnussen 13232 County RD 27 Blair NE 68008 [REDACTED]
Owner's Name Mailing Address Telephone

4. 13232 County RD 27 Blair NE 68008 - Lot 2, Sunrise Estates, Washita County, N.D.
Address and Legal Description of Location - Subject Property
Agriculture
Current Zoning

5. Describe the requested Conditional Use Building a ADU-auxiliary living unit for family use

6. Length of request: Life of the primary structure
(All permits approved are for one (1) year unless otherwise noted)

Stephanie Magnussen 8/9/26
Signature of Owner(s) Date

Signature of Owner(s) Date

DO NOT WRITE BELOW THIS LINE

PLANNING COMMISSION RECOMMENDATION:

DATE OF NOTICE: _____

DATE OF PUBLIC HEARING: _____

VOTE: _____ TO _____ TO _____

CITY COUNCIL ACTION:

DATE OF PUBLIC HEARING: _____

VOTE: _____ TO _____ TO _____

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

Summary:

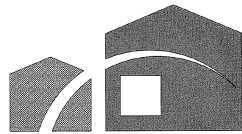
Stephanie Magnussen has submitted a Conditional Use Permit application requesting approval for an Accessory Dwelling Unit (ADU) on Lot 2 of Sunrise Estates Subdivision, located at 13232 County Road 27, Blair, Nebraska. The proposed ADU would serve as a secondary residential structure accessory to the existing primary residence on the property and meets the current City of Blair requirements for an ADU. Approval is requested for the life of the principal structure.. The request would allow an additional dwelling unit on the property while maintaining the property's existing residential use and character.



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DRAWING INDEX

Cover Page	1
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Architectural

Foundation Plan & Floor Plan	A1
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Exterior Elevations	A2
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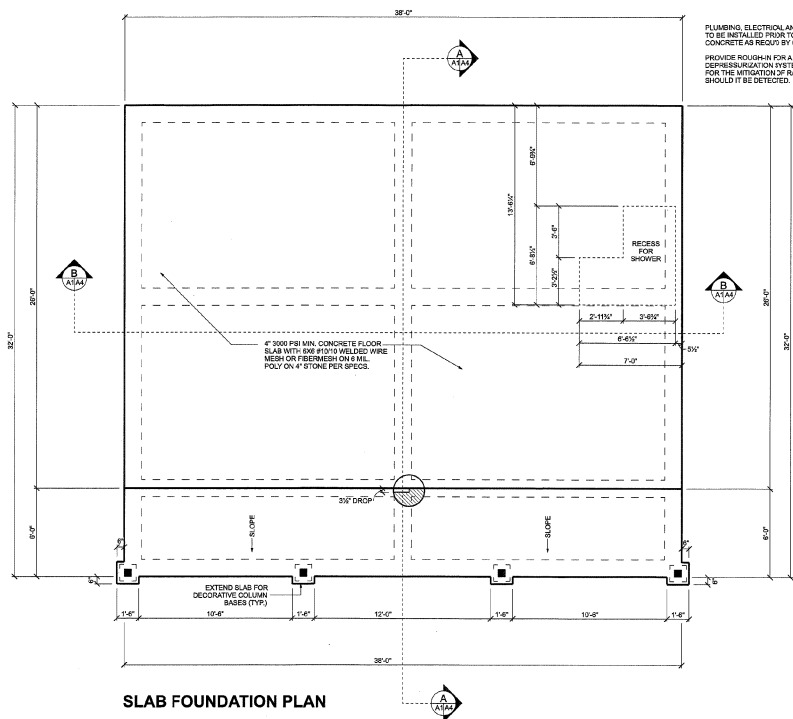
Construction Notes & Roof Plan	A3
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Cross Sections & Details	A4
--------------------------	----

Electrical

Electrical Layout	E1
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SLAB FOUNDATION PLAN

SCALE: 1/4" = 1'-0"
SLAB AREA: 1216 sq.ft.

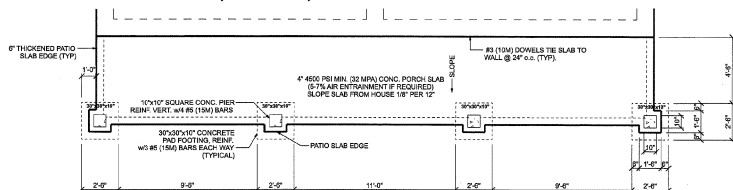
SLAB FOUNDATION NOTES:

1. FOUNDATION DESIGN SHOWN ON THESE DRAWINGS ARE CONCEPTUAL ONLY.
2. ALL FOOTING SIZES AND LOCATIONS TO BE VERIFIED BY A LICENSED STRUCTURAL ENGINEER.
3. FOUNDATION DESIGN TO BE BASED UPON SITE SOIL CONDITIONS AND LOCAL BUILDING CODE REQUIREMENTS.

PLEASE READ CAREFULLY BEFORE BEGINNING PROJECT:

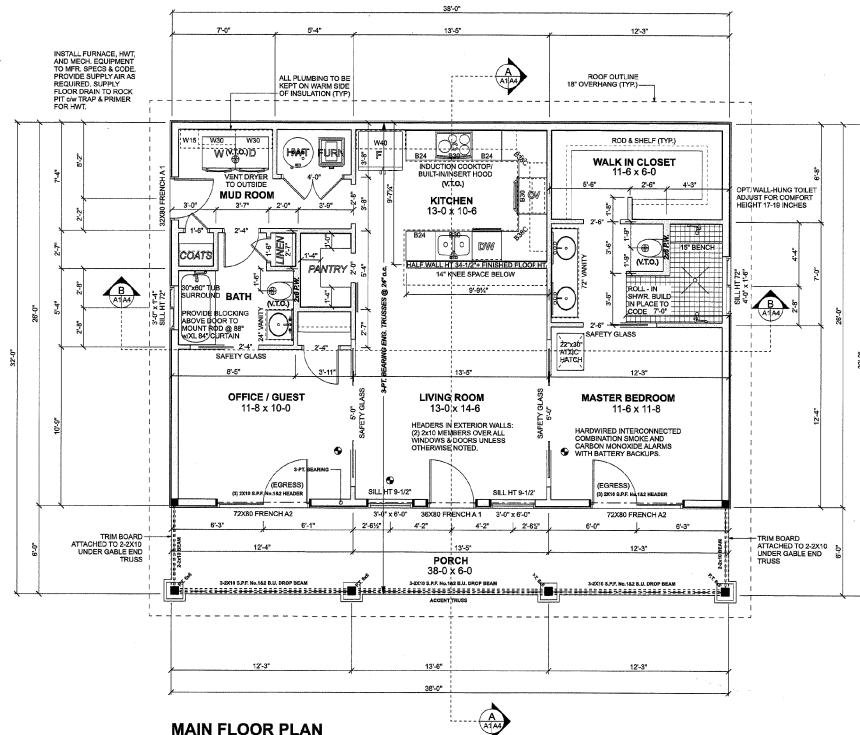
ALL FRAMED MATERIAL OTHER THAN STEEL SHALL BE N.A. 1 & 2 S.P.S. ALL WORK IS TO BE DONE IN ACCORDANCE WITH A STUDY SMALL CONFORM TO THE LATEST EDITION OF THE U.P.C.A. & N.E.C. (WHICHEVER APPLIES PRECEDENCE IN THE EVENT OF CONFLICT) AND LOCAL CODES, BYLAWS AND REGULATIONS WHERE THESE HAVE PRECEDENCE. ALL WORK MUST BE DONE ACCORDING TO THE ACCEPTED PRACTICES OF THE INDUSTRY AS APPLICABLE TO THE DESIGN, CONTRACTOR AND ALL SUB-TRADERS. THE INTENT IS TO CONSTRUCT A SOUND, DURABLE BUILDING. ALL MATERIALS SHALL BE NEW AND THE BEST OF THEIR RESPECTIVE KINDS AND GRADES AVAILABLE. ANYTHING NOT COVERED IN THE PLANS SHALL BE OPEN FOR NEGOTIATION BETWEEN THE CONTRACTOR AND THE OWNER. BEFORE ANYTHING IS DONE IN THE PREPARATION OF THIS PLAN TO ANY OTHER MATERIALS, THE DESIGNER CANNOT GUARANTEE AGAINST A FUTURE DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE DESIGNER BEFORE BEGINNING CONSTRUCTION. ALL SITE DIMENSIONS AND MEASUREMENTS ARE TO BE GOVERNED AND APPROVED BY MEASUREMENTS BEFORE BEGINNING CONSTRUCTION.

CONCRETE PIER & PAD DETAIL FRONT PORCH (OPTIONAL)



PLUMBING, ELECTRICAL AND HVAC DUCTS TO BE INSTALLED PRIOR TO POURING CONCRETE AS REQUIRED BY CONTRACTORS. PROVIDE ROUGH-IN FOR A SUBFLOOR DEPRESSURIZATION SYSTEM TO ALLOW FOR THE MITIGATION OF RADON GAS SHOULD IT BE DETECTED.

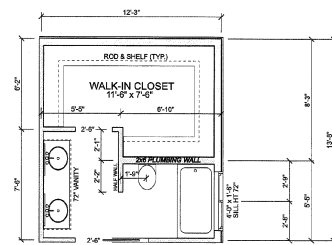
INSTALL FURNACE, HWT, AND MECH. EQUIPMENT PRIOR TO MFR. SPEC'S & CODE. PROVIDE SUPPLY AIR AS REQUIRED. SUPPLY FLOOR GRAB TO ROCK PIT ON TRAP & PRIMER FOR HWT.



MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"
LIVING AREA: 988 sq.ft.

PRODUCT CODE	COUNT	SIZE	R.O. WIDTH	R.O. HEIGHT	TEMPERED GLASS	EGRESS	GRILLE	SCREEN
36X80 FRENCH A1	1	3'-0" x 3'-0"	3'-0"	3'-0"	6'-0"	Yes	Yes	No
32X80 FRENCH A1	1	2'-6" x 3'-0"	2'-11"	3'-0"	6'-0"	Yes	Yes	No
72X80 FRENCH A2	2	6'-0" x 8'-0"	6'-0"	8'-0"	6'-0"	Yes	Yes	No
36X70 CASSETTE A1	2	2'-0" x 3'-0"	2'-0"	3'-0"	6'-0"	Yes	No	No
48X18 SLIDER	1	4'-0" x 1'-0"	4'-0"	1'-0"	6'-0"	No	No	Yes
36X18 SLIDER	1	3'-0" x 1'-0"	3'-0"	1'-0"	6'-0"	No	No	Yes



ALTERNATE MASTER BATH LAYOUT

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Foundation Plan & Floor Plan

**Musico
DESIGNS**

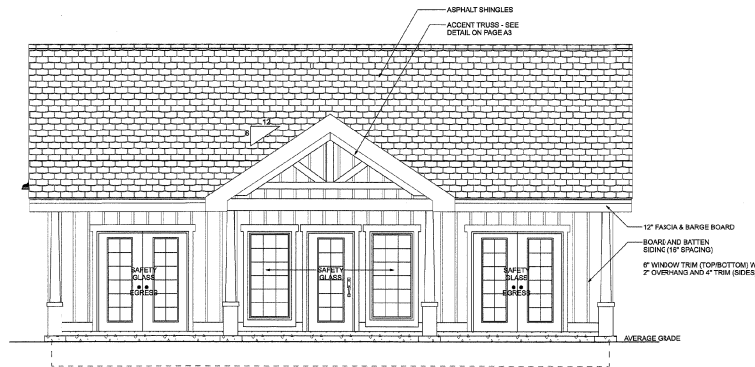
DESIGN BY: AMAMAG | DATE: 3/1/2026
DRAWN BY: AMAMAG | REVISED:

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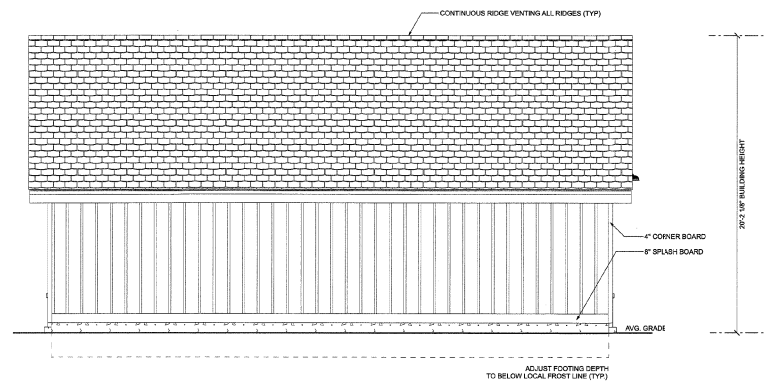
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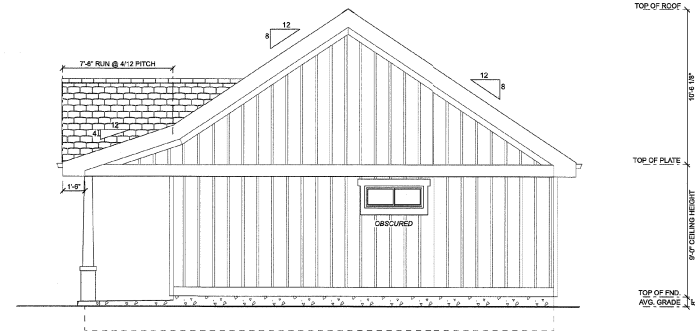
PLAN NO.
580990
SLAB
SHEET NO.
A1



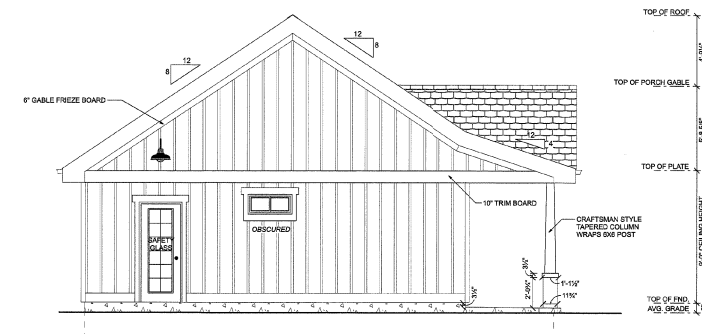
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

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Exterior Elevations

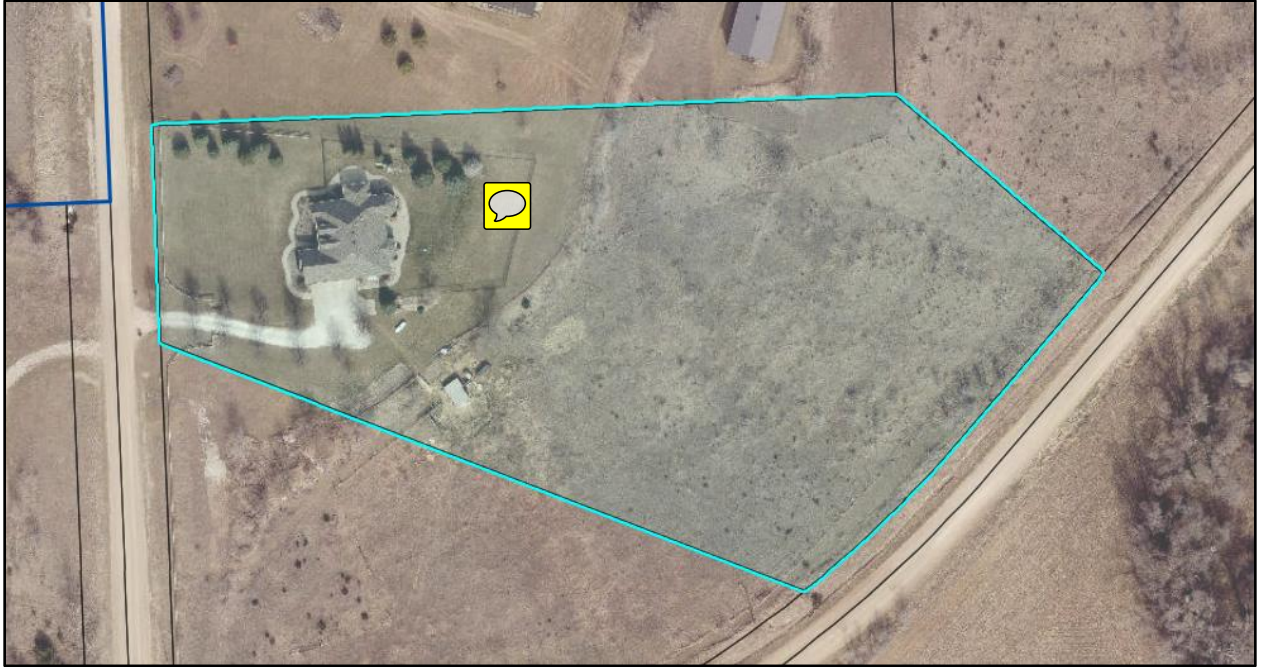
DESIGN BY: ANAMMAO DATE: 11/2020
DRAWN BY: ANAMMAO (REVISED)

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PLAN NO.
580990
SLAB
SHEET NO.
A2



Accessory Dwelling Unit – ADU

AG District

890077686

3.92

0

404,224

890,077,686

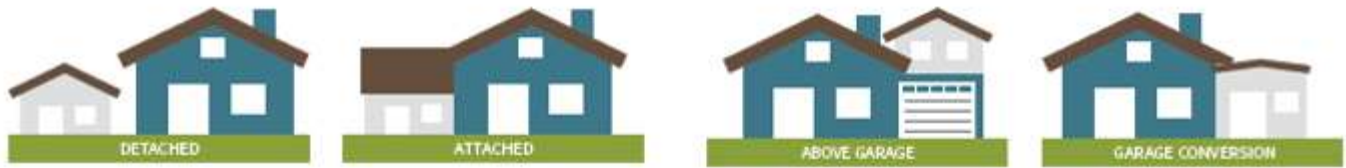
MAGNUSSEN,
STEPHANIE

13232 COUNTY RD 27

68008

13232 CO RD 27 BLAIR
NE 68008

SUNRISE ESTATES LOT 2
15B PC 2 3.93 AC
CONTIGUOUS TO
890077679



ADUs – CITY OF BLAIR – 18 JAN. 2025 **FINAL COPY**

DEFINITIONS 303.01

(2.5) ACCESSORY DWELLING UNIT (ADU) means a residential dwelling unit on the same parcel as a single-family dwelling that has a separate entrance and address. The ADU provides complete independent living facilities. It may take various forms: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled dwelling.

ARTICLE 11

SECTION 1103.5 - ADU - ACCESSORY DWELLING UNIT

1103.5.01 INTENT: The intent of this supplement is to provide guidelines in adding an accessory dwelling unit (ADU) to a parcel located within the City of Blair's zoning jurisdiction. An ADU is allowed in the following districts: All residential (RRE, RL, RM, RML & RMH); General Agriculture and Transitional Agriculture (AGG & TA).

1103.5.02 – Conditional Use Permit: A Conditional Use Permit (CUP) is required for all ADUs.

1103.5.03 – Permitted Uses: A single ADU per lot is allowed in all residential and agriculture districts providing the ADU can meet the requirements as part of the accessory dwelling requirements and lot coverage limits.

1103.5.04 – Location: No detached ADU shall be located between the rear building line of the principle building and the front property line, except:

- A) In AG, TA & RRE Districts as a stipulation of the conditional use permit. The CUP may include, but not limited to, requirements for additional setbacks, landscaping, screening, etc. All ADUs must meet front-yard setback requirements.
- B) In RL Districts on lots of forty-five thousand (45,000) square feet or greater, as a stipulation of the conditional use permit. The CUP may include, but not limited to, requirements for additional setbacks, landscaping, screening, etc. All ADUs must meet front yard setback requirements.
- C) A garage currently exists in the side yard and is a stipulation of the conditional use permit.

1103.5.05 – Corner lots: An ADU, attached or detached, is allowed in the sideyard, but shall meet the front-yard setbacks.

1103.5.06 – Maximum Lot Coverage: The combined total-square-footage area of the primary and detached ADU, including any accessory structure, shall not exceed the maximum allowable lot-coverage area as allowed by the zoning classification in which the buildings are located.

1103.5.07 - No detached ADU shall remain if the primary structure is removed or demolished, except with the approval of an Agreement with the City specifying the time required for rebuilding the primary structure. An agreement is also required for changing the ADU to a primary structure.

1103.5.08 – Maximum Size: A detached ADU's size shall not exceed 1000-square feet.

1103.5.09 – Maximum Height: A detached ADU size shall not exceed the height of the primary structure, measured at the ground level, 24 feet, whichever is less.

1103.5.10 - Setbacks: Setbacks shall be the setback distance required by the zoning district.

1103.5.11 – Utility connections: An ADU may have a separate utility connection or use the utility connection of the primary structure.

1103.5.12 – Address: An attached or detached ADU with a separate entrance will be addressed with a separate numerical address different from the primary structure's address.

1103.5.13 – ADUs must remain as part of the property and cannot be sold off separately.

1103.5.14 – Design: An ADU shall be residential in nature and the design approved through the CUP process.

1103.5.15 – Parking requirements: None

Filing Date 8-6-2026

Receipt Number 034093

APPLICATION FOR CONDITIONAL USE PERMIT

1. Jay Vandembroucke 10603 S 180th Street Omaha, NE 68136 [REDACTED]
Applicant's Name Mailing Address Telephone
Email: [REDACTED]
2. Agent's Name Mailing Address Telephone
Jay Vandembroucke *TRIS* 10603 S 180th Street Omaha, NE 68136 [REDACTED]
Manager
3. Owner's Name Mailing Address Telephone
1620 State Street Blair, NE 68008 Lots 24,25,26,27, Block 15 and 10 Vacated State St City of Blair Washington County, NE
4. Address and Legal Description of Location - Subject Property
A/ML with a Sml overlay
Current Zoning
Car and truck sales both new and used, without service and repairs
5. Describe the requested Conditional Use
Display and indoor storage at 1620 State Street Blair, NE. No repairs or detailing
6. Length of request: 1 year
(All permits approved are for one (1) year unless otherwise noted)
Tri 5 Management LLC Jay Vandembroucke Owner
Signature of Owner(s) *Jay Vandembroucke* Date 08/05/2026
Signature of Owner(s) Date 8-6-26

DO NOT WRITE BELOW THIS LINE

PLANNING COMMISSION RECOMMENDATION:

DATE OF NOTICE: _____
DATE OF PUBLIC HEARING: _____
VOTE: ____ TO ____ TO _____

CITY COUNCIL ACTION:

DATE OF PUBLIC HEARING: _____
VOTE: ____ TO ____ TO _____

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

Summary:

Tri 5 Management, LLC, represented by owner Jay Vandenbroucke, is requesting a **one-year Conditional Use Permit (CUP) to operate a new and used car and truck sales business at 1620 State Street**. The proposed use is limited to vehicle sales and **does not include full-service automotive repair operations**. The **one-year (1) permit term** would allow the City to evaluate the business's compliance with permit conditions and assess its compatibility with surrounding properties, including potential impacts related to parking, traffic, site appearance, and neighboring land uses. Vehicle displays would be located inside the building, with the exception of two vehicles displayed beneath the front overhang. No vehicles would be displayed within the public right-of-way (ROW), keeping parking availability in front of the building.



1620 STATE STREET

A/ML –

LIGHT INDUSTRIAL &
MANUFACTURING
DISTRICT WITH A
SPECIAL MIXED USE
INDUSTRIAL (SMI)
DISTRICT OVERLAY



SECTION 1006 SMI SPECIAL MIXED USE INDUSTRIAL DISTRICT

1006.01 INTENT: The Special Mixed Use Industrial District (SMI) is an overlay district intended to accommodate unique land use and other distinctive characteristics of the older established industrial area north of the railroad tracks in the central part of Blair. The SMI district, used in combination with the base A/ML – Agricultural/Light Industrial and Manufacturing District, allows variations in permitted uses and site development regulations that are adapted to the needs of this special area.

1006.04 EXCEPTIONS: Exceptions permitted under the provisions of the regulations of the Parent A/ML District of which this district is made a part shall be permitted, along with the following additional exceptions:

- (1) Any principal permitted use or excepted use allowed in the CCB – Central Business District (Sections 801.02 and 801.04).
- (2) Any principal permitted use or excepted use allowed in the A/CH – Agricultural/Commercial Highway District (Sections 802.02 and 802.04).

Filing Date

8-6-2026

Receipt Number

024094

Buddies Rentals LLC

1165 Lincoln St

APPLICATION FOR CONDITIONAL USE PERMIT

1.

James Nielsen

17325 Cord 4 Herman, NE 68029

Applicant's Name

Mailing Address

Telephone

Email: nielsenexcavating@gmail.com / buddiesrentalsllc@gmail.com

2.

Agent's Name

Mailing Address

Telephone

3.

Bart Moore

1145 Lincoln St Blair, NE 68008

Owner's Name

Mailing Address

Telephone

4.

1165 Lincoln St. Blair NE 68008

Address and Legal Description of Location - Subject Property

A/Ctl- Lots 13, 14, & 15, Block 52, Blair Wash Co NEB

Current Zoning

5.

Outside Equipment Storage

Describe the requested Conditional Use

6.

Length of request:

1 Year

(All permits approved are for one (1) year unless otherwise noted)

Signature of Owner(s)

Date

7/16/2026

Signature of Owner(s)

Date

Bart Moore 8-3-20

Pres.

DO NOT WRITE BELOW THIS LINE

PLANNING COMMISSION RECOMMENDATION:

DATE OF NOTICE:

DATE OF PUBLIC HEARING:

VOTE: ____ TO ____ TO ____

CITY COUNCIL ACTION:

DATE OF PUBLIC HEARING:

VOTE: ____ TO ____ TO ____

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

Summary:

Buddies Rentals, LLC, represented by owner James Nielsen, is requesting a one-year Conditional Use Permit (CUP) for a **rental and leasing establishment with both outdoor and indoor storage** at 1165 Lincoln Street in Blair.

The proposed use would allow the storage and rental of equipment, vehicles, trailers, and related items associated with the business. The **one-year (1) permit term** would provide the City with an opportunity to evaluate the operation's compliance with permit conditions and assess its compatibility with surrounding properties, including potential impacts related to site appearance, outdoor storage, traffic, parking, and neighboring land uses.

Staff Recommendation:

Space at this location is very limited due to the surrounding public right-of-way (ROW). Currently, equipment is being displayed within the City's ROW and in the adjacent alley. If the applicant is granted a Conditional Use Permit (CUP) and permitted to utilize portions of the ROW, the applicant should also be required to obtain a ROW lease agreement, with all approved use areas clearly identified on a site plan. To maintain the aesthetic appearance of the property and surrounding area, the ROW located north of the building should not be approved for use as part of the CUP or any ROW lease agreement.



SECTION 801 ACH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT

801.04 EXCEPTIONS: (19) Rental and leasing establishments, outside and inside storage.

SECTION 303 DEFINITIONS

(125) RENTAL AND LEASING ESTABLISHMENTS, OUTSIDE AND INSIDE STORAGE, shall mean an establishment renting or leasing, on a long or short term basis, and storing on location either inside or outside, equipment or other items excluding general consumer or household items such as furniture, appliances, and yard or garden tools or equipment.





CITY OF BLAIR

MEMORANDUM

To: Blair Mayor and City Council
From: CJ Heaton, Deputy City Administrator of Public Works
Date: 9/15/26
Re: Bike playground at Steyer Park

Attached is a proposed layout for a bike playground at Steyer Park. This playground will allow riders of all ages and abilities to develop their riding skills. This playground will be built into the current terrain of the park, with minimal grading. The riding paths will be asphalt, and features will be recycled wood material that can hold up to bikes, skateboards, etc. The total estimated cost for this design is \$350,000. The project could be built in phases also to help spread the cost out. This is not budgeted in the Parks Department budget; funds will need to be raised through donations and grants. Parks staff plan on relying on local bike clubs to do this work. All that would be approved with this item is the acceptance of the design so the process can keep moving.

Financial Impact: \$350,000

Recommendation: Approval of the design and layout.





WWW.AMERICANRAMPCOMPANY.COM
601 MCKINLEY - JOPLIN, MISSOURI 64801
PHONE: 1-800-949-2024 - FAX: 1-417-206-6888

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VOPH SUPER PARK - SKATE AND BIKE
PASCO COUNTY, FL

CUSTOMER CONTACT INFORMATION:
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654
SITE ADDRESS:
BOZEMAN RD, DADE CITY, FL 33525

CUSTOMER:
PASCO COUNTY
SITE GEOLOCATION:
28°18'22.0"N, 82°13'42.4"W

REV.#	DESCRIPTION	DATE
1	REV.1	DATE1
2	REV.2	DATE2
3	REV.3	DATE3
4	REV.4	DATE4
5	REV.5	DATE5
6	REV.6	DATE6

DESIGNED BY: C. BECKHAM
DRAWN BY: C. O'DONNELL
APPROVED BY: C. BECKHAM
DATE: 10/17/2025
SCALE: AS SHOWN ON ARCH D

SHEET NAME:

PROJECT NUMBER: 9222
SHEET NUMBER:



CITY OF BLAIR

MEMORANDUM

DATE: 9/22/26

MEMO TO: City Council and Mayor

FROM: CJ Heaton Deputy City Administrator of Public Works

RE: Water and Sewer Rates for FY 26 -17

SUMMARY: Staff discussed the need to reevaluate the current water and sewer rates during the budget process this past year. A budget shortfall is noted in the wastewater department and rising costs in both departments are a major concern.

PREVIOUS ACTION: Council had previously approved a 1.5% water rate increase that would go into effect each January. Council had also previously approved a 10% annual wastewater rate increase. Staff also has been working with our new Waterworth software to do a complete analysis of the rates.

BACKGROUND/DISCUSSION: Both the water and wastewater staff have been working diligently to keep costs down. However, rising operating costs, higher field rental for sludge disposal, and deferred maintenance have put us in a tight financial spot. Staff requests that the council consider moving up the implementation date of the previously approved rates to start on October 1, billable in November, and due December 1. This will better align with the fiscal year, and the planned spending for the department. We also anticipate working on a major rate study on both facilities to better capture our true costs and anticipated revenues. Staff feel that any major changes can be tailored to our higher and large volume users rather than the average household.

Attached are the proposed rate schedules and comparisons of other communities. Blair has historically had very low rates, which has its benefits, but comes at the cost of maintenance and facility improvements. For many years, the facilities and staff have made do with what they had and done a fantastic job doing so. Staff provides these other rates as an example of what is typical around the state. As you can see Blair continues to have lower-than-average rates, even with the proposed increases, in fact we are the lowest from the communities that provided their rates.

FINANCIAL IMPLICATIONS: Will help ensure that we meet our budgeted income expectations, with future rate changes likely in this fiscal year.

RECOMMENDATION: Approval of both the water and wastewater rates.



RESOLUTION NO. 2026-099

COUNCILMEMBER _____ INTRODUCED THE FOLLOWING RESOLUTION:

A RESOLUTION ESTABLISHING SEWER USE FEES FOR THE MUNICIPAL SANITARY SEWER SYSTEM OF THE CITY OF BLAIR, NEBRASKA

WHEREAS, the Mayor and City Council of the City of Blair, Nebraska, are authorized to establish and amend sewer use fees for customers of the municipal sanitary sewer system; and

WHEREAS, the City Council has previously approved annual wastewater rate increases to address the operational and capital needs of the wastewater utility; and

WHEREAS, City staff has identified increasing operating expenses, higher sludge disposal costs, deferred maintenance needs, and a projected budget shortfall within the wastewater department; and

WHEREAS, staff has recommended that the implementation date of the previously approved wastewater rate increase be advanced to October 1, 2026, to better align utility revenues with the City's fiscal year and budgeted expenditures; and

WHEREAS, the Mayor and City Council find that adopting the revised sewer use fees is necessary for the continued operation, maintenance, and financial stability of the municipal sanitary sewer system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, THAT the sewer use fees for customers of the municipal sanitary sewer system shall be as set forth on **Exhibit "A"**, attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that such rates shall become effective for service provided on and after **October 1, 2026**, with the first billing reflecting such rates, and due pursuant to the City's normal utility billing procedures.

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 22ND DAY OF SEPTEMBER 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 duly passed and adopted at a regular meeting of the Mayor and City Council of said City held on the 22nd day of September 2026.

BRENDA WHEELER, CITY CLERK

Increase		10.00%		Base - 200 CF		Over -200 CF		
Item	Class	Meter Size	City	Rural	City	Rural	Notes	
Residential	Single Family	All	\$	20.51	\$	30.75	\$ 1.58 \$ 2.40	Residential rate based on Dec, Jan, Feb, water usages average
Residential	Multiple Dwelling	5/8	\$	32.00	\$	48.00	\$ 1.59 \$ 2.40	
Residential	Multiple Dwelling	3/4	\$	63.99	\$	95.99	\$ 1.59 \$ 2.40	
Residential	Multiple Dwelling	1	\$	95.99	\$	143.99	\$ 1.59 \$ 2.40	
Residential	Multiple Dwelling	2	\$	159.99	\$	239.98	\$ 1.59 \$ 2.40	
Residential	Multiple Dwelling	3	\$	319.97	\$	479.96	\$ 1.59 \$ 2.40	
Residential	Multiple Dwelling	4	\$	479.96	\$	719.94	\$ 1.59 \$ 2.40	
does not exceed 350 PPM BOD, TSS, and no more than 200,000 CF								
Commercial		5/8	\$	48.00	\$	72.01	\$ 1.58 \$ 2.40	day do not require pretreatment
Commercial		4-Mar	\$	63.99	\$	95.99	\$ 1.58 \$ 2.40	
Commercial		1	\$	95.99	\$	143.99	\$ 1.58 \$ 2.40	
Commercial		1.5	\$	127.99	\$	191.98	\$ 1.58 \$ 2.40	
Commercial		2	\$	159.99	\$	239.98	\$ 1.58 \$ 2.40	
Commercial		3	\$	319.97	\$	479.96	\$ 1.58 \$ 2.40	
Commercial		4	\$	479.96	\$	719.94	\$ 1.58 \$ 2.40	
			Base		Usage		Average of over 200,000 CF per day. May negotiate with city on	
Industrial			\$ 1,090.83	\$ 1,090.83	\$ 1.31	\$ 1.31	plant expansions.	
					\$ -	\$ -		
Commercial/Industrial					\$ 0.44	\$ 0.44	Surcharge for basic rates, on BOD/TSS over 350 PPM	
Community Metered			\$	726.59	\$	1,090.82	\$ 1.58 \$ 2.40	Usage rate kicks in over 200 CF
Interlocal Community Agreements			\$	290.89	\$	290.89	\$ 1.17 \$ 1.17	Usage rate in additon to base rate
City Department Non Metered			\$	21.82	\$	21.82	\$ - \$ -	
City Department Metered			\$	-	\$	-	\$ 1.17 \$ 1.17	

Water & Sewer Rate Comparison

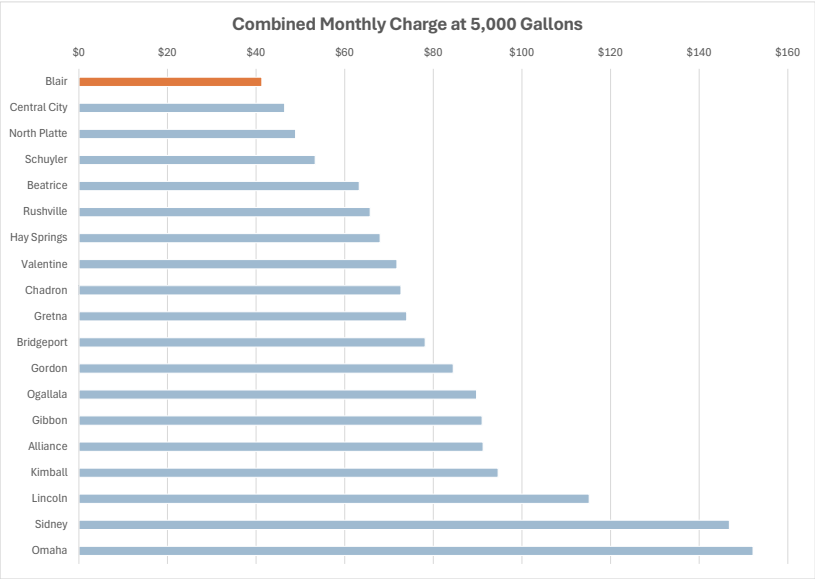
Monthly residential charges at 5,000 gallons • Blair and Nebraska comparison communities

BLAIR COMBINED	PEER AVERAGE	BELOW PEER AVERAGE
\$41.28	\$81.51	\$40.23
Water \$20.77 • Sewer \$20.51	19-community benchmark	49.4%

At 5,000 gallons, Blair's combined monthly charge is \$40.23 (49.4%) below the peer benchmark.

(6.5 units) average customer would be the base rate of 33.26

Community	Water @ 5K	Sewer @ 5K	Combined @ 5K
Blair	\$20.77	\$20.51	\$41.28
Central City	\$21.70	\$24.73	\$46.43
North Platte	\$25.74	\$23.15	\$48.89
Schuyler	\$22.90	\$30.42	\$53.32
Beatrice	\$28.00	\$35.25	\$63.25
Rushville	\$34.75	\$31.00	\$65.75
Hay Springs	\$42.00	\$26.00	\$68.00
Valentine	\$31.23	\$40.54	\$71.77
Chadron	\$38.04	\$34.65	\$72.69
Gretna	\$33.33	\$40.64	\$73.97
Bridgeport	\$51.78	\$26.36	\$78.14
Gordon	\$48.25	\$36.25	\$84.50
Ogallala	\$44.75	\$45.00	\$89.75
Gibbon	\$47.75	\$43.25	\$91.00
Alliance	\$46.25	\$44.97	\$91.22
Kimball	\$48.43	\$46.18	\$94.60
Lincoln	\$63.26	\$51.92	\$115.18
Sidney	\$73.42	\$73.38	\$146.80
Omaha	\$80.55	\$71.60	\$152.15
Average (All 19)	\$42.26	\$39.25	\$81.51



Note: Average reflects all 19 communities in the source data. Amounts are monthly charges at 5,000 gallons.



CITY OF BLAIR

MEMORANDUM

DATE: 9/22/26

MEMO TO: City Council and Mayor

FROM: CJ Heaton Deputy City Administrator of Public Works

RE: Water and Sewer Rates for FY 26 -17

SUMMARY: Staff discussed the need to reevaluate the current water and sewer rates during the budget process this past year. A budget shortfall is noted in the wastewater department and rising costs in both departments are a major concern.

PREVIOUS ACTION: Council had previously approved a 1.5% water rate increase that would go into effect each January. Council had also previously approved a 10% annual wastewater rate increase. Staff also has been working with our new Waterworth software to do a complete analysis of the rates.

BACKGROUND/DISCUSSION: Both the water and wastewater staff have been working diligently to keep costs down. However, rising operating costs, higher field rental for sludge disposal, and deferred maintenance have put us in a tight financial spot. Staff requests that the council consider moving up the implementation date of the previously approved rates to start on October 1, this will better align with the fiscal year, and the planned spending for the department. We also anticipate working on a major rate study on both facilities to better capture our true costs and anticipated revenues. Staff feel that any major changes can be tailored to our higher and large volume users rather than the average household.

Attached are the proposed rate schedules and comparisons of other communities. Blair has historically had very low rates, which has its benefits, but comes at the cost of maintenance and facility improvements. For many years, the facilities and staff have made do with what they had and done a fantastic job doing so. Staff provides these other rates as an example of what is typical around the state. As you can see Blair continues to have lower-than-average rates, even with the proposed increases, in fact we are the lowest from the communities that provided their rates.

FINANCIAL IMPLICATIONS: Will help ensure that we meet our budgeted income expectations, with future rate changes likely in this fiscal year.

RECOMMENDATION: Approval of both the water and wastewater rates.



RESOLUTION NO. 2026-____

COUNCILMEMBER ____ INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the Mayor and City Council of the City of Blair, Nebraska, may by resolution establish water rate fees for customers of the Blair water system; and

WHEREAS, Resolution No. 2024-90 established a water rate schedule that provided for annual water rate increases on January 1 of each year through December 2035; and

WHEREAS, during the budget process, City staff reevaluated the timing of the previously approved water rate increases in light of rising operating costs and the need to align utility revenues with the City's fiscal year and planned departmental expenditures; and

WHEREAS, City staff has recommended advancing the effective date of the previously approved annual water rate increases from January 1 to October 1 of each year, beginning October 1, 2026, while otherwise maintaining the approved rate schedule through September 2035.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, as follows:

1. Resolution No. 2024-90 is hereby amended solely with respect to the effective date of the annual water rate increases. The annual increases previously scheduled to take effect on January 1 of each year shall instead take effect on October 1 of each year, commencing October 1, 2026, and continuing annually through October 1, 2034, with the resulting rates remaining in effect through September 30, 2035, unless subsequently amended by the Mayor and City Council.
2. The minimum water usage fees and water rates for customers of the municipal water system shall be as set forth in Exhibit "A," attached hereto and incorporated herein by this reference, with the rates shown for each annual period becoming effective on October 1 of the applicable year.
3. Except as expressly amended by this Resolution, all other provisions of Resolution No. 2024-90 shall remain in full force and effect.
4. The Water Rate Schedule attached hereto as Exhibit "A" is hereby accepted and adopted by the City of Blair, Nebraska.

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 22ND DAY OF SEPTEMBER 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 duly passed and adopted at a regular meeting of the Mayor and City Council of said City held on the 22nd day of September 2026.

BRENDA WHEELER, CITY CLERK

Consumption Month/Year				24-25	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Meter Size/User Type														
City Residential 5/8"				\$12.18	\$12.36	\$12.55	\$12.74	\$12.93	\$13.12	\$13.32	\$13.52	\$13.72	\$13.93	\$14.14
City Residential 3/4"				\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15	\$17.41	\$17.67
City Residential 1"				\$20.30	\$20.60	\$20.91	\$21.23	\$21.55	\$21.87	\$22.20	\$22.53	\$22.87	\$23.21	\$23.56
City Residential 1 1/2"				\$40.60	\$41.21	\$41.83	\$42.45	\$43.09	\$43.74	\$44.39	\$45.06	\$45.74	\$46.42	\$47.12
City Residential 2"				\$60.90	\$61.81	\$62.74	\$63.68	\$64.64	\$65.61	\$66.59	\$67.59	\$68.60	\$69.63	\$70.68
City Commerical 5/8"				\$15.23	\$15.45	\$15.69	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15	\$17.41	\$17.67
City Commerical 3/4"				\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68	\$19.98	\$20.28	\$20.58	\$20.89	\$21.20
City Commerical 1"				\$21.32	\$21.63	\$21.96	\$22.29	\$22.62	\$22.96	\$23.31	\$23.66	\$24.01	\$24.37	\$24.74
City Commercial 1 1/2"				\$45.68	\$46.36	\$47.06	\$47.76	\$48.48	\$49.20	\$49.94	\$50.69	\$51.45	\$52.22	\$53.01
City Commercial 2"				\$76.13	\$77.27	\$78.43	\$79.60	\$80.80	\$82.01	\$83.24	\$84.49	\$85.75	\$87.04	\$88.35
City Commercial 3"				\$147.18	\$149.38	\$151.62	\$153.90	\$156.21	\$158.55	\$160.93	\$163.34	\$165.79	\$168.28	\$170.80
City Commercial 4"				\$243.60	\$247.25	\$250.96	\$254.73	\$258.55	\$262.43	\$266.36	\$270.36	\$274.41	\$278.53	\$282.71
City Commerical 6"				\$558.25	\$566.62	\$575.12	\$583.75	\$592.51	\$601.39	\$610.41	\$619.57	\$628.86	\$638.30	\$647.87
Rural Residential 5/8"				\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68	\$19.98	\$20.28	\$20.58	\$20.89	\$21.20
Rural Residential 3/4"				\$20.30	\$20.60	\$20.91	\$21.23	\$21.55	\$21.87	\$22.20	\$22.53	\$22.87	\$23.21	\$23.56
Rural Residential 1"				\$25.38	\$25.76	\$26.14	\$26.53	\$26.93	\$27.34	\$27.75	\$28.16	\$28.58	\$29.01	\$29.45
Rural Residential 1 1/2"				\$48.72	\$49.45	\$50.19	\$50.95	\$51.71	\$52.49	\$53.27	\$54.07	\$54.88	\$55.71	\$56.54
Rural Residential 2"				\$71.05	\$72.12	\$73.20	\$74.30	\$75.41	\$76.54	\$77.69	\$78.85	\$80.04	\$81.24	\$82.46
Rural Residential 3"				\$152.25	\$154.53	\$156.85	\$159.20	\$161.59	\$164.02	\$166.48	\$168.97	\$171.51	\$174.08	\$176.69
Rural Residential 4"				\$263.90	\$267.86	\$271.88	\$275.95	\$280.09	\$284.30	\$288.56	\$292.89	\$297.28	\$301.74	\$306.27
Rural Commercial 5/8"				\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68	\$19.98	\$20.28	\$20.58	\$20.89	\$21.20
Rural Commercial 3/4"				\$20.30	\$20.60	\$20.91	\$21.23	\$21.55	\$21.87	\$22.20	\$22.53	\$22.87	\$23.21	\$23.56
Rural Commercial 1"				\$25.38	\$25.76	\$26.14	\$26.53	\$26.93	\$27.34	\$27.75	\$28.16	\$28.58	\$29.01	\$29.45
Rural Commerical 1 1/2"				\$48.72	\$49.45	\$50.19	\$50.95	\$51.71	\$52.49	\$53.27	\$54.07	\$54.88	\$55.71	\$56.54
Rural Commercial 2"				\$81.20	\$82.42	\$83.65	\$84.91	\$86.18	\$87.48	\$88.79	\$90.12	\$91.47	\$92.84	\$94.24
Rural Commercial 4"				\$263.90	\$267.86	\$271.88	\$275.95	\$280.09	\$284.30	\$288.56	\$292.89	\$297.28	\$301.74	\$306.27
Rural Commercial 6"				\$609.00	\$618.14	\$627.41	\$636.82	\$646.37	\$656.07	\$665.91	\$675.90	\$686.03	\$696.32	\$706.77
Papio NRD				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Kennard 4"				\$263.90	\$267.86	\$271.88	\$275.95	\$280.09	\$284.30	\$288.56	\$292.89	\$297.28	\$301.74	\$306.27
City of Blair				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodity Rates				24-25	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City Residential				\$1.20	\$1.22	\$1.23	\$1.25	\$1.27	\$1.29	\$1.31	\$1.33	\$1.35	\$1.37	\$1.39
City Commercial				\$1.20	\$1.22	\$1.23	\$1.25	\$1.27	\$1.29	\$1.31	\$1.33	\$1.35	\$1.37	\$1.39
Rural Residential				\$2.00	\$2.22	\$2.47	\$2.50	\$2.54	\$2.58	\$2.62	\$2.66	\$2.70	\$2.74	\$2.78
Rural Commercial				\$2.00	\$2.22	\$2.47	\$2.50	\$2.54	\$2.58	\$2.62	\$2.66	\$2.70	\$2.74	\$2.78
City of Blair/Kennard				\$1.08	\$1.09	\$1.11	\$1.13	\$1.14	\$1.16	\$1.18	\$1.19	\$1.21	\$1.23	\$1.25
Papio NRD				\$1.08	\$1.09	\$1.11	\$1.13	\$1.14	\$1.16	\$1.18	\$1.19	\$1.21	\$1.23	\$1.25

Usage Range in HCF	Progressive Increase		FY 23-24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
0 - 10	0	City	\$1.18	\$1.20	\$1.22	\$1.23	\$1.25	\$1.27	\$1.29	\$1.31	\$1.33	\$1.35	\$1.37	\$1.39
		Rural	\$1.75	\$2.00	\$2.22	\$2.47	\$2.50	\$2.54	\$2.58	\$2.62	\$2.66	\$2.70	\$2.74	\$2.78
11 - 20	5	City	\$1.18	\$1.26	\$1.28	\$1.29	\$1.31	\$1.33	\$1.35	\$1.38	\$1.40	\$1.42	\$1.44	\$1.46
		Rural	\$1.75	\$2.10	\$2.33	\$2.59	\$2.63	\$2.67	\$2.71	\$2.75	\$2.79	\$2.84	\$2.88	\$2.92
21 - 30	5	City	\$1.18	\$1.32	\$1.35	\$1.36	\$1.38	\$1.40	\$1.42	\$1.44	\$1.47	\$1.49	\$1.51	\$1.53
		Rural	\$1.75	\$2.21	\$2.45	\$2.72	\$2.76	\$2.80	\$2.84	\$2.89	\$2.93	\$2.98	\$3.02	\$3.06
31 - 40	5	City	\$1.18	\$1.39	\$1.41	\$1.42	\$1.45	\$1.47	\$1.49	\$1.52	\$1.54	\$1.56	\$1.59	\$1.61
		Rural	\$1.75	\$2.32	\$2.57	\$2.86	\$2.89	\$2.94	\$2.99	\$3.03	\$3.08	\$3.13	\$3.17	\$3.22
41 and up	5	City	\$1.18	\$1.46	\$1.48	\$1.50	\$1.52	\$1.54	\$1.57	\$1.59	\$1.62	\$1.64	\$1.67	\$1.69
		Rural	\$1.75	\$2.43	\$2.70	\$3.00	\$3.04	\$3.09	\$3.14	\$3.18	\$3.23	\$3.28	\$3.33	\$3.38

Water & Sewer Rate Comparison

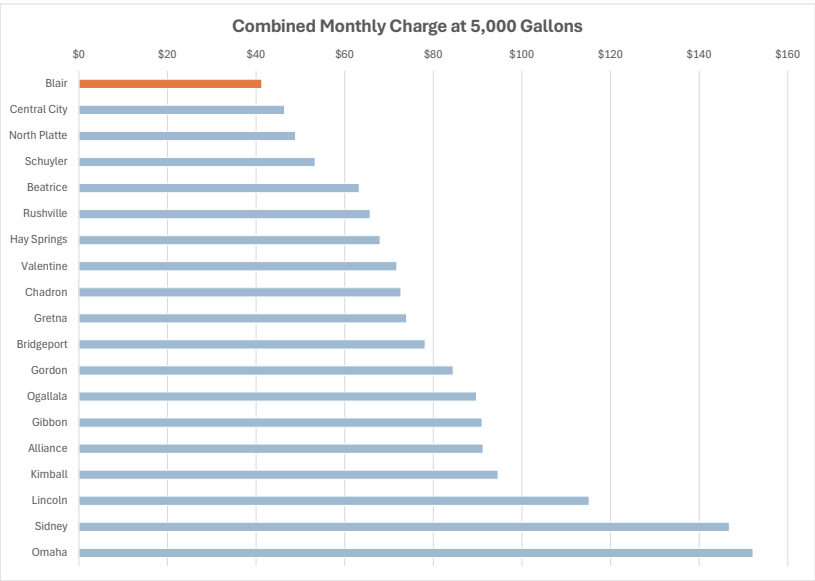
Monthly residential charges at 5,000 gallons • Blair and Nebraska comparison communities

BLAIR COMBINED	PEER AVERAGE	BELOW PEER AVERAGE
\$41.28	\$81.51	\$40.23
Water \$20.77 • Sewer \$20.51	19-community benchmark	49.4%

At 5,000 gallons, Blair's combined monthly charge is \$40.23 (49.4%) below the peer benchmark.

(6.5 units) average customer would be the base rate of 33.26

Community	Water @ 5K	Sewer @ 5K	Combined @ 5K
Blair	\$20.77	\$20.51	\$41.28
Central City	\$21.70	\$24.73	\$46.43
North Platte	\$25.74	\$23.15	\$48.89
Schuyler	\$22.90	\$30.42	\$53.32
Beatrice	\$28.00	\$35.25	\$63.25
Rushville	\$34.75	\$31.00	\$65.75
Hay Springs	\$42.00	\$26.00	\$68.00
Valentine	\$31.23	\$40.54	\$71.77
Chadron	\$38.04	\$34.65	\$72.69
Gretna	\$33.33	\$40.64	\$73.97
Bridgeport	\$51.78	\$26.36	\$78.14
Gordon	\$48.25	\$36.25	\$84.50
Ogallala	\$44.75	\$45.00	\$89.75
Gibbon	\$47.75	\$43.25	\$91.00
Alliance	\$46.25	\$44.97	\$91.22
Kimball	\$48.43	\$46.18	\$94.60
Lincoln	\$63.26	\$51.92	\$115.18
Sidney	\$73.42	\$73.38	\$146.80
Omaha	\$80.55	\$71.60	\$152.15
Average (All 19)	\$42.26	\$39.25	\$81.51



Note: Average reflects all 19 communities in the source data. Amounts are monthly charges at 5,000 gallons.

RESOLUTION NO. 2026-_____

COUNCIL MEMBER --- INTRODUCED THE FOLLOWING RESOLUTION:

A RESOLUTION APPROVING THE PURCHASE OF BALLISTIC HELMETS FOR THE BLAIR POLICE DEPARTMENT FROM HARD HEAD VETERANS.

WHEREAS, the City of Blair Police Department has identified a need to purchase ballistic helmets for use by its officers; and

WHEREAS, Hard Head Veterans has submitted Quote Reference No. 20260809-122655501, dated August 9, 2026, for twenty-one (21) Ballistic Helmet ATE GEN2 HHV helmets in the total amount of \$10,846.08, after discount; and

WHEREAS, the Mayor and City Council find that the purchase of this protective equipment is in the best interests of the City of Blair and its Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, that the purchase of twenty-one (21) Ballistic Helmet ATE GEN2 HHV helmets from Hard Head Veterans, in accordance with Quote marked as "Exhibit A" in an amount not to exceed \$10,846.08, is hereby approved, and the appropriate City officials are authorized to execute the necessary purchase documents and take such actions as are necessary to complete the purchase.

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 22ND DAY OF SEPTEMBER 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 13th day of January 2026.

BRENDA WHEELER, CITY CLERK



Blair Police Department- GEN2

United States

Trevor Wittrock
twittrock@blairne.gov

Reference: 20260809-122655501
Quote created: August 9, 2026
Quote expires: November 7, 2026
Quote created by: Clinton Vaughn

clinton@hardheadveterans.com
+13527451315

Comments from Clinton Vaughn

LEAD TIME: 4-8 weeks

Helmet Warranty: 10 Year Performance Guarantee

"Making helmets for freedom. Those who build, enjoy, and protect it."

Products

Item & Description	Quantity	Unit Price	Total
Ballistic Helmet ATE® GEN2 HHV	21	\$538.00	\$10,846.08 after 4% discount
One-time subtotal			\$10,846.08 after \$451.92 discount
Total			\$10,846.08

Purchase terms

We need 3 simple things to process your order:

- 1) A signed purchase order.
- 2) Shipping and billing information.
- 3) Final order details like sizes and colors.

NET 30

If paying by credit card, a 3% processing fee will be added to orders over \$5,000.

Questions? Contact me



Clinton Vaughn
clinton@hardheadveterans.com
+13527451315

Hard Head Veterans
2500 W Broadway St
Sweetwater, TX 79556
United States

RESOLUTION 2026

COUNCIL MEMBER ----- INTRODUCED THE FOLLOWING RESOLUTION:

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA AS FOLLOWS:

WHEREAS the City of Blair, Nebraska, has been presented with an Agreement between the City of Blair, Nebraska, and the Friends of the Jeanette Hunt Animal Shelter for animal sheltering services at the animal shelter located at 145 South 4th Street, Blair, Washington County, Nebraska.

WHEREAS, the terms and conditions thereof are acceptable to the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, THAT the agreement between the City of Blair, Nebraska and the Friends of the Jeanette Hunt Animal Shelter shall accepted as outlined in **Exhibit "A"**, attached hereto and incorporated herein by this reference.

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 -- -- VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 22ND DAY OF SEPTEMBER 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 13th day of January 2026.

BRENDA WHEELER, CITY CLERK

AGREEMENT FOR ANIMAL SHELTERING SERVICES

This Agreement made and entered into as of the dates indicated below, by and between the City of Blair, Nebraska, a Municipal Corporation of the State of Nebraska hereinafter referred to as "City" and the Friends of the Jeanette Hunt Animal Shelter, a Nebraska Non-Profit Corporation with its principal place of business at 147 South 4th Street, Blair, Nebraska, 68008, hereinafter referred to as "Friends"

WHEREAS, in furtherance of the health, welfare and safety of the residents of Blair, City recognizes the need for quality care and sheltering of animals; and,

WHEREAS, the statutes of Nebraska and the ordinances of Blair provide laws governing the care and shelter of animals; and,

WHEREAS, City owns an animal shelter, and the Friends will operate the shelter, maintain a staff and provide the City with certain enumerated services to enforce and carry out the aforementioned laws and ordinances for the care and shelter of animals within the city limits of Blair, as defined by its zoning jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Duties of the Friends

- a. Furnish to the City an annual financial report of its activities to the City Clerk of Blair no later than April 30 with shelter statistics including adoption and euthanasia totals.
- b. To operate the facility and services as an animal shelter, to provide a shelter manager and staff and to undertake the provisions of the Blair Municipal Code, and Chapter 28, Article 10, Nebraska Statutes pertaining to care and shelter of animals.
- c. To furnish the following services: Sheltering, Lost and Found, Fostering, and Adoption.
- d. To receive all animals brought in by City Animal Control Officers or other Blair Police Department employees, provide notice of the animal to the public within 2 days of intake, and to care for and shelter for at least five (5) days, after which they become the responsibility of the Friends, and to arrange for euthanasia of said animals if it becomes necessary. Sufficient shelter space shall be dedicated to animals brought in by City Animal Control Officers or other Blair Police Department employees. No alterations or euthanasia of dogs or cats shall occur prior to the expiration of such five (5) day period (or the period as specified in the Blair Municipal Code as may be amended in the future).
- e. The Friends hereby agree to accept and care for animals brought to the shelter by City Animal Control Officers or other Blair Police Department employees pursuant to Section 6-127 of the Code [addressing the impoundment of animals during enforcement proceedings], and the City hereby agrees to provide compensation for all medical, boarding, and associated costs of these animals. The Friends shall submit detailed invoice to City Clerk with all costs for animals brought in during enforcement proceedings.
- f. To operate said shelter during such dates and times as may be determined by the Friends and to post said times of operation at the shelter. The Friends will provide City with drop-off access where animals can be delivered 24 hours per day, 7 days each week and will further provide appropriate cages for such animals. The Friends agree to inform the City Animal Control Officers and the Blair Police Department employees of the prescribed drop-off procedures required by Paragraph H of this Section I. A copy of such procedures shall be posted in the drop-off access area of the shelter.
- g. The Friends personnel will be on call for emergency purposes after normal operating hours. The Friends agree to provide the City and the Blair Police Department with current contact information for such personnel and said contact information shall be posted at the shelter including in the City drop-off access area.
- h. The Friends shall provide the City with a monthly report of all animals adopted from the shelter into homes within City of Blair city limits. The Friends will include names and address of the owners and whether or not the animal has been spayed or neutered or if the animal was not yet the appropriate age to be spayed or neutered. The City shall then have the responsibility to determine whether such adopted animals housed within the City of Blair have been licensed according to city ordinance.
- i. The Friends shall maintain written policies and procedures with respect to its performance of this

Agreement, a current copy of which is incorporated herein by this reference and made a part hereof. Any future amendments of these written policies and procedures shall be provided by the Friends to the City Clerk within 30 days of adoption of such amendments.

- j. The Friends shall maintain a published list of charges for all its services and products, a copy of which, including any amendments thereto, shall be furnished to the City Clerk and remain on file with the City Clerk.
- k. The Friends shall maintain written records of all citizen complaints relating to the care and housing of City of Blair animals under their control or their operations.

2. DUTIES OF CITY

- a. To provide all licensure services during the term of this Agreement, in accord with the Blair Municipal Code.
- b. To review and evaluate the Friends relating to performance of this Agreement.
- c. To inform the Friends of any complaints received by City elected or administrative officials that require investigation or follow up by the Friends
- d. To compensate Friends as referred to in Section 5 "Fees" below. .
- e. To pay Friends for cost of all boarding, medical, and care costs of animals brought in during City of Blair law enforcement proceedings as referred to in Section 1 (e).

3. TITLE TO IMPROVEMENTS

Title to the animal shelter and any improvements as may be added thereto shall at all times remain with City.

4. CONTRACTS WITH OTHER ENTITIES

The Friends may render similar services to other organizations and governmental subdivisions, and the inhabitants thereof, upon such terms and conditions as may be agreed upon by the parties thereto however, such agreements with other subdivisions shall not be allowed to inhibit Friends of the Jeanette Hunt Animal Shelter providing services hereunder to City.

5. FEES

- a. In consideration of the sheltering services to be provided by the Friends as provided in this Agreement, the City shall pay the Friends, during the first year of this Agreement hereto the sum of \$175,000.00. Said payment to be paid by City to the Friends in quarterly installments in the amount of \$43,750.00 each, with the first such installment to be paid after the second council meeting in October and each successive installment to be paid after the second council meeting of the month which begins each quarter thereafter.
- b. After the first year of this Agreement, the City hereby agrees to review with the Friends during the month of April each year the annual compensation to be paid to the Friends, and if any increase in compensation is desired by the Friends in order to continue to successfully carry out its functions under this Agreement, then the Friends hereby agree to make such request to the City Council for review.
- c. All adoption and impound fees collected by the Friends shall be the sole property of the Friends, and the Friends shall be responsible for establishing such fees. Further, all donations specifically made payable to the Friends and all donations with any notation or reference to indicate that the "shelter" is the intended recipient, whether such donations are delivered directly to the shelter or to the City offices, shall be the sole property of the Friends.
- d. City shall not be obligated to pay any additional fees or costs to the Friends or any third party, that are not set forth in this Agreement or subsequently approved by the City Council.
- e. The Friends are not prohibited from transferring any animal to a veterinarian for medical care and shall be responsible for any such medical care, including spaying and neutering of such animal. Any fees for medical care for or for euthanizing the animal incurred by the Friends (other than for animals brought in during legal proceedings) shall be the obligation of the Friends or of the owner or controller of the animal.

6. TERM OF AGREEMENT, RENEWAL AND TERMINATION

- a. This Agreement shall take effect upon the date set forth below and shall remain in full force and effect unless terminated in accordance with the following provisions of this Agreement
- b. This Agreement shall be terminated upon the terminating party giving the non-terminating party six

(6) months' prior written notice, or if the Friends cease to maintain its existence in accord with the laws of the State of Nebraska for a period of more than sixty (60) days, or if it abandons animal shelter operations; or, if it fails to maintain and operate the shelter in accord with the terms and conditions of this Agreement, Blair Municipal Code or other applicable laws Any such termination shall not affect the rights, duties, and liabilities of the parties which accrued or vested prior to termination

- c. Written notice of termination of this Agreement for any such causes shall be accomplished in two stages, namely a notice that, unless the breach described in the notice is corrected, as noted within, not more than 30 days or such longer period as the notice may prescribe, the party giving the notice will declare the Agreement terminated; or, if after the lapse of such period the party giving the notice determines the breach has not been corrected, said party shall provide a written final notice of termination.

All notices provided under this Agreement shall be in writing and delivered or mailed to the authorized representatives listed in Section 19 at the principal office of such other party.

7. BREACH OF CONTRACT

Upon termination of this Agreement, all permanent fixtures purchased by the city shall become City property. The Friends will cooperate with City to provide for possession of the shelter as soon as practicable upon such termination or expiration of this Agreement.

8. SHELTER PERSONNEL

The Friends shall have the ultimate responsibility for the recruitment, hiring, performance appraisal and removal of any employees of the Friends. The Friends shall be responsible for all employee compensation and benefits and shall further be responsible for filing all required payroll reports and paying all payroll taxes.

9. INDEPENDENCE

The Friends, its officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and not as officers, employees, agents or volunteers of City

10. INDEMNIFICATION

The Friends will indemnify and hold harmless City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Friends, its contractors, agents, employees or volunteers in connection with the operation of the shelter or in the performance of related duties, including injury or death to any animal housed at the shelter. The Friends will fully inform all persons using or present on the shelter premises of the non-liability of City for any act or neglect of the Friends by posting an adequate notice to that effect in, about or on said shelter premises.

City will indemnify and hold harmless the Friends from all demands, claims, and causes of action or judgments and from all expenses that may be incurred arising from the City performing its duties herein.

11. INSURANCE

- a. As required by a certain Animal Shelter Lease Agreement between the parties hereto of equal date of this Agreement ("Lease Agreement"), the Friends agrees to procure and maintain continuously during the term of Agreement, at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than one million dollars (\$1,000,000.00) of coverage per claimant, per occurrence, for bodily injury and property damage, with an aggregate amount of not less than two million dollars (\$2,000,000.00) and Workers Comp coverage for employees as may be required by the Nebraska Statutes.
- b. City will be named as an additional insured on all liability insurance policies. The Friends will provide City with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and will immediately notify City of any cancellation or lapse in coverage.

12. ENTIRE AGREEMENT

This Agreement, lease, and attachments constitute the entire Agreement between City and the Friends notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved by the parties and executed as required by law.

13. ASSIGNMENT

Neither the Friends nor City will assign its rights under this Agreement without the express prior written consent of the other party.

15. STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall become attached will be strictly complied with as written, and no substitutions or changes may be made except upon written direction and consent of an authorized representative.

16. CAPTIONS

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

17. APPLICABLE LAW

Parties to this Agreement will conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

18. MERGER

This Agreement will not be merged into any other oral or written agreement, lease or deed of any type; provided, however, that in the event there is any inconsistency between this Agreement and the Lease Agreement, then this Agreement shall supersede the Lease Agreement

19. AUTHORIZED REPRESENTATIVES

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, that such notice shall be provided as follows:

a. in the case of Friends:

Friends of the Jeanette Hunt Animal Shelter
POBox233
Blair, NE 68008

b. in the case of City:

City of Blair
c/o City Administrator
218 South 16th Street
Blair, NE 68008

AGREEMENT FOR ANIMAL SHELTERING SERVICES

This Agreement made and entered into as of the dates indicated below, by and between the City of Blair, Nebraska, a Municipal Corporation of the State of Nebraska hereinafter referred to as "City" and the Friends of the Jeanette Hunt Animal Shelter, a Nebraska Non-Profit Corporation with its principal place of business at 147 South 4th Street, Blair, Nebraska, 68008, hereinafter referred to as "Friends"

WHEREAS, in furtherance of the health, welfare and safety of the residents of Blair, City recognizes the need for quality care and sheltering of animals; and,

WHEREAS, the statutes of Nebraska and the ordinances of Blair provide laws governing the care and shelter of animals; and,

WHEREAS, City owns an animal shelter, and the Friends will operate the shelter, maintain a staff and provide the City with certain enumerated services to enforce and carry out the aforementioned laws and ordinances for the care and shelter of animals within the city limits of Blair, as defined by its zoning jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Duties of the Friends

- a. Furnish to the City an annual financial report of its activities to the City Clerk of Blair no later than ~~June 15~~ April 30 with shelter statistics including adoption and euthanasia totals.
- b. To operate the facility and services as an animal shelter, to provide a shelter manager and staff and to undertake the provisions of the Blair Municipal Code, and Chapter 28, Article 10, Nebraska Statutes pertaining to care and shelter of animals.
- c. To furnish the following services: Sheltering, Lost and Found, Fostering, and Adoption.
- d. To receive all animals brought in by City Animal Control Officers or other Blair Police Department employees, provide notice of the animal to the public within 2 days of intake, and to care for and shelter for at least five (5) days, after which they become the responsibility of the Friends, and to arrange for euthanasia of said animals if it becomes necessary. Sufficient shelter space shall be dedicated to animals brought in by City Animal Control Officers or other Blair Police Department employees. No alterations or euthanasia of dogs or cats shall occur prior to the expiration of such five (5) day period (or the period as specified in the Blair Municipal Code as may be amended in the future).
- e. The Friends hereby agrees to accept and care for ~~dogs~~ animals brought to the shelter by City Animal Control Officers or other Blair Police Department employees pursuant to Section 6-127 of the Code [addressing the impoundment of animals during enforcement proceedings], and the City hereby agrees to provide compensation for all medical, boarding, and associated costs of these animals. The Friends shall submit detailed invoice to City Clerk with all costs for animals brought in during enforcement proceedings.
- f. To operate said shelter during such dates and times as may be determined by the Friends and to post said times of operation at the shelter. The Friends will provide City with drop-off access where animals can be delivered 24 hours per day, 7 days each week and will further provide appropriate cages for such animals. The Friends agrees to inform the City Animal Control Officers and the Blair Police Department employees of the prescribed drop-off procedures required by Paragraph H of this Section I. A copy of such procedures shall be posted in the drop-off access area of the shelter. ~~The City agrees to pay the cost to install a lock on the door separating the City drop-off location from the remainder of the building in which the shelter is operated.~~
- g. The Friends personnel will be on call for emergency purposes after normal operating hours. The Friends agree to provide the City and the Blair Police Department with current contact information for such personnel and said contact information shall be posted at the shelter including in the City drop-off access area.
- h. The Friends shall provide the City with a monthly report of all animals adopted from the shelter into homes within City of Blair city limits. The Friends will include names and address of the owners and whether or not the animal has been spayed or neutered or if the animal was not yet the appropriate age to be spayed or neutered. The City shall then have the responsibility to determine

whether such adopted animals housed within the City of Blair have been licensed according to city ordinance.

h.

- i. The Friends shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which is incorporated herein by this reference and made a part hereof. Any future amendments of these written policies and procedures shall be provided by the Friends to the City Clerk within 30 days of adoption of such amendments.
- j. The Friends shall maintain a published list of charges for all its services and products, a copy of which, including any amendments thereto, shall be furnished to the City Clerk and remain on file with the City Clerk.
- k. The Friends shall maintain written records of all citizen complaints relating to the care and housing of City of Blair animals under their control or their operations.

2. DUTIES OF CITY

- a. To provide all licensure services during the term of this Agreement, in accord with the Blair Municipal Code.
- b. To review and evaluate the Friends relating to performance of this Agreement.
- c. To inform the Friends of any complaints received by City elected or administrative officials that require investigation or follow up by the Friends
- d. To compensate Friends as referred to in Section 5 "Fees" below. for cost of all animals brought into shelter within the City of Blair city limits.
- d.e. To reimburse pay Friends for cost of all boarding, medical, and care costs of animals brought in during City of Blair law enforcement proceedings as referred to in Section 1 (e).

3. TITLE TO IMPROVEMENTS

Title to the animal shelter and any improvements as may be added thereto shall at all times remain with City.

4. CONTRACTS WITH OTHER ENTITIES

The Friends may render similar services to other organizations and governmental subdivisions, and the inhabitants thereof, upon such terms and conditions as may be agreed upon by the parties thereto however, such agreements with other subdivisions shall not be allowed to inhibit Friends of the Jeanette Hunt Animal Shelter providing services hereunder to City.

5. FEES

- a. ~~In consideration of the sheltering services to be provided by the Friends as provided in this Agreement, the City shall pay to the Friends, during the first year of this Agreement hereto the sum of \$101,760.00. Said payment to be paid by City to the Friends in quarterly installments in the amount of \$25,440.00 each, with the first such installment to be paid upon the execution of this agreement October 1 and each successive installment to be paid on the first day of the month which begins each quarter thereafter. To ensure the Friends receive the full allocation for Fiscal Year 2026, a separate payment will be issued during the first quarter. This payment will supplement the regular disbursement schedule and guarantee that the total amount due for FY26 is fully satisfied.~~ In consideration of the sheltering services to be provided by the Friends as provided in this Agreement, the City shall pay the Friends, during the first year of this Agreement hereto the sum of \$175,000.00. Said payment to be paid by City to the Friends in quarterly installments in the amount of \$43,750.00 each, with the first such installment to be paid after the second council meeting in October and each successive installment to be paid after the second council meeting of the month which begins each quarter thereafter.
- b. After the first year of this Agreement, the City hereby agrees to review with the Friends during the month of ~~June~~ April each year the annual compensation to be paid to the Friends, and if any increase in compensation is desired by the Friends in order to continue to successfully carry out its functions under this Agreement, then the Friends hereby agree to make such request to the City Council for review.
- c. All adoption and impound fees collected by the Friends shall be the sole property of the Friends, and the Friends shall be responsible for establishing such fees. Further, all donations specifically made payable to the Friends and all donations with any notation or reference to indicate that the "shelter"

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is the intended recipient, whether such donations are delivered directly to the shelter or to the City offices, shall be the sole property of the Friends.

- d. City shall not be obligated to pay any additional fees or costs to the Friends or any third party, that are not set forth in this Agreement or subsequently approved by the City Council.
- e. The Friends are not prohibited from transferring any animal to a veterinarian for medical care and shall be responsible for any such medical care, including spaying and neutering of such animal. Any fees for medical care for or for euthanizing the animal incurred by the Friends (other than for animals brought in during legal proceedings) shall be the obligation of the Friends or of the owner or controller of the animal.

6. TERM OF AGREEMENT, RENEWAL AND TERMINATION

- a. This Agreement shall take effect upon the date set forth below and shall remain in full force and effect unless terminated in accordance with the following provisions of this Agreement
- b. This Agreement shall be terminated upon the terminating party giving the non-terminating party six (6) months' prior written notice, or if the Friends cease to maintain its existence in accord with the laws of the State of Nebraska for a period of more than sixty (60) days, or if it abandons animal shelter operations; or, if it fails to maintain and operate the shelter in accord with the terms and conditions of this Agreement, Blair Municipal Code or other applicable laws Any such termination shall not affect the rights, duties, and liabilities of the parties which accrued or vested prior to termination
- c. Written notice of termination of this Agreement for any such causes shall be accomplished in two stages, namely a notice that, unless the breach described in the notice is corrected, as noted within, not more than 30 days or such longer period as the notice may prescribe, the party giving the notice will declare the Agreement terminated; or, if after the lapse of such period the party giving the notice determines the breach has not been corrected, said party shall provide a written final notice of termination.

All notices provided under this Agreement shall be in writing and delivered or mailed to the authorized representatives listed in Section 19 at the principal office of such other party.

7. BREACH OF CONTRACT

Upon termination of this Agreement, all ~~improvements~~ permanent fixtures purchased by the city shall become City property. The Friends will cooperate with City to provide for possession of the shelter as soon as practicable upon such termination or expiration of this Agreement.

8. SHELTER PERSONNEL

The Friends shall have the ultimate responsibility for the recruitment, hiring, performance appraisal and removal of any employees of the Friends. The Friends shall be responsible for all employee compensation and benefits and shall further be responsible for filing all required payroll reports and paying all payroll taxes.

9. INDEPENDENCE

The Friends, its officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and not as officers, employees, agents or volunteers of City

10. INDEMNIFICATION

The Friends will indemnify and hold harmless City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Friends, its contractors, agents, employees or volunteers in connection with the operation of the shelter or in the performance of related duties, including injury or death to any animal housed at the shelter. The Friends will fully inform all persons using or present on the shelter premises of the non-liability of City for any act or neglect of the Friends by posting an adequate notice to that effect in, about or on said shelter premises.

City will indemnify and hold harmless the Friends from all demands, claims, and causes of action or judgments and from all expenses that may be incurred arising from the City performing its duties herein.

11. INSURANCE

- a. As required by a certain Animal Shelter Lease Agreement between the parties hereto of equal date of this Agreement ("Lease Agreement"), the Friends agrees to procure and maintain continuously during the term of Agreement, at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than one million dollars (\$1,000,000.00) of coverage per claimant, per occurrence, for bodily injury and property damage, with an aggregate amount of not less than two million dollars (\$2,000,000.00) and Workers Comp coverage for employees as may be required by the Nebraska Statutes.
- b. City will be named as an additional insured on all liability insurance policies. The Friends will provide City with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and will immediately notify City of any cancellation or lapse in coverage.

12. ENTIRE AGREEMENT

This Agreement, lease, and attachments constitute the entire Agreement between City and the Friends notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved by the parties and executed as required by law.

13. ASSIGNMENT

Neither the Friends nor City will assign its rights under this Agreement without the express prior written consent of the other party.

15. STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall become attached will be strictly complied with as written, and no substitutions or changes may be made except upon written direction and consent of an authorized representative.

16. CAPTIONS

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

17. APPLICABLE LAW

Parties to this Agreement will conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

18. MERGER

This Agreement will not be merged into any other oral or written agreement, lease or deed of any type; provided, however, that in the event there is any inconsistency between this Agreement and the Lease Agreement, then this Agreement shall supersede the Lease Agreement

19. AUTHORIZED REPRESENTATIVES

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, that such notice shall be provided as follows:

a. in the case of Friends:

Friends of the Jeanette Hunt Animal Shelter
POBox233
Blair, NE 68008

b. in the case of City:

City of Blair
c/o City Administrator
218 South 16th Street
Blair, NE 68008