	<p style="text-align: right;">"OPEN MEETINGS ACT"</p> <p style="text-align: right;">City of Blair Regular Parks, Recreation and Cemetery Advisory Board Meeting City Council Chambers June 16, 2026 - 5:30 PM</p>
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A Copy of the "Open Meetings Act" Has Been Posted at Both Exits

AGENDA

NOTE: A current copy of the agenda can be obtained at the City Clerk's Office at 218 S. 16th Street, Blair, Nebraska or on the City website at www.blairne.gov. The City Council reserves the right to go into Executive Session at any time.

- 1.Meeting called to order by Chairperson Anderson at 5:30 p.m.
- 2.Roll Call of members.
- 3.Approval of minutes of the May 19, 2026, meeting.
- 4.Budget report for May 2026.
- 5.Consider a recommendation to the City Council of updated rules, regulations, and fees for the Blair Cemetery.
- 6.Consider a recommendation to the City Council on the possible location and installation of e-bike sharing stations in Blair.
- 7.Deputy City Administrator Heaton Report.
- 8.Motion and second by Council members to adjourn the meeting.

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

City of Blair Regular Parks, Recreation and Cemetery Advisory Board Meeting
May 19, 2026

Agenda Item #1 – The Blair Parks, Recreation and Cemetery Advisory Board met in regular session in the City Council Chambers on Tuesday, May 19, 2026, at 5:30 PM with Chairman Anderson presiding.

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

Agenda Item #2 – Roll Call of members – The following were present: Betsy Anderson, Sarah Boeka, Joe Burns, Corey Hafer, Kristi Rounds, and Dean Thoene. Also present were City Administrator Green, Deputy City Administrator of Public Works Heaton, and Park Supervisor Bilslend.

Agenda Item #3 – Approval of minutes from the April 21, 2026, meeting – Motion by Kristi Rounds, second by Sarah Boeka to approve the minutes from the April 21, 2026, meeting. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

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

Agenda Item #5 – Discussion and possible action regarding E-Bike locations and the City accepting the grant through the NRD to offset the costs of the program – Deputy City Administrator Heaton reported the Natural Resources District (NRD) grant for the proposed bike share program had been approved and would be included in the NRD's next fiscal year budget, with funding anticipated after July 1. The grant is expected to offset approximately half of the program's installation costs, with the remaining city cost estimated at approximately \$50,000. Benny Foltz, CEO of Roam Share, presented an overview of the Heartland Bike Share program. He explained that Roam Share operates multiple bike share systems across Nebraska, including in the Omaha metro area, and described the proposed Blair program as consisting of two stations with a total of ten Class 1 electric bicycles. The system is dock-based, requiring bikes to be checked out and returned at designated stations. Mr. Foltz further detailed membership pricing, operational structure, safety features, and data capabilities, noting that if implemented in 2026, all Blair residents would receive free annual membership during the initial year. Discussion followed regarding system operations, including the city's responsibilities for battery charging and

swapping, as well as snow removal at station locations. Roam Share would provide equipment, training, and ongoing maintenance services. Board members also discussed safety, vandalism, and liability considerations, as well as the potential benefits of usage data for future trail and infrastructure planning. Potential locations for the stations were reviewed, including Generations Park, the Blair Public Library, and the YMCA area, with the intent of placing stations on opposite sides of the community to encourage broader usage. No final location decisions were made at this time. Motion by Corey Hafer, second by Dean Thoene to postpone moving forward with E-Bike locations until next month's meeting pending additional review of station locations and contract terms. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

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

Agenda Item #7 – Discussion and possible action regarding the rules, regulations, and fees for the Blair Cemetery – Deputy City Administrator Heaton presented updates to Blair Cemetery rules, regulations, and fees was introduced, including a proposed fee for grave and headstone layout services to recover staff time. Due to time constraints, it was decided to postpone this item to the June meeting for further discussion and action. Motion by Joe Burns, second by Kristi Rounds to postpone until the June meeting. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Agenda Item #10 – Staff Report – Deputy City Administrator of Public Works Heaton provided updates on seasonal operations, noting preparations for Memorial Day, including placement of flags at the cemetery, the opening of the splash pad, and the upcoming opening of the municipal swimming pool. The Board was also informed of plans to evaluate possible relocation of certain playground equipment at Black Elk Playground and the installation of a camera to assess pedestrian usage. A draft budget will be presented at the June meeting.

Agenda Item #11 – Adjournment – Motion by Sarah Boeka, second by Kristi Rounds to adjourn the meeting 6:34 pm. Board members voted as follows: Betsy Anderson: Yea, Sarah Boeka: Yea, Joe Burns: Yea, Corey Hafer: Yea, Kristi Rounds: Yea, Dean Thoene: Yea. All Board members voted: Yea: 6, Nay: 0. Chairman Anderson declared the motion carried.

Brenda Wheeler, Recording Secretary

Park Fund	ACCOUNT #	NAME	FY25 Budget	FY25 Actual	FY26 Budget	FY26 Actual	FY26 Estimate	FY27 Budget Request	FY2026 Notes	FY2027 Notes
						Through February 2026				
PERSONAL SERVICES	01-014-5001	SALARIES	320,000.00		328,200.00					-Requesting additional Parks Laborer without Part-time Laborer(All positions included currently in total)
PERSONAL SERVICES	01-014-5002	FICA - CITY SHARE	24,480.00	347,717.51	25,107.30	138,127.48	408,000.00			
PERSONAL SERVICES	01-014-5003	WORKMAN'S COMPENSATION	6,400.00	9,068.95	12,100.00	11,128.86				
PERSONAL SERVICES	01-014-5004	H.A.L. INSURANCE	120,050.00	108,500.04	100,300.00	47,368.81	161,500.00		Dental/Vision, Life Ins, Medical	
PERSONAL SERVICES	01-014-5005	RETIREMENT - CITY SHARE	22,400.00	18,851.64	24,775.00	8,232.19	33,300.00			
PERSONAL SERVICES	01-014-5006	UNEMPLOYMENT COMP	500.00	-	500.00	-				
PERSONAL SERVICES	01-014-5007	DISABILITY	2,000.00	1,238.94	1,500.00	444.85	1,600.00			
PERSONAL SERVICES	01-014-5008	PENSION ADMINISTRATION	500.00	229.05	300.00	78.00	300.00			
PERSONAL SERVICES		PERSONAL SERVICES TOTAL	496,330.00	511,841.72	492,782.30	215,846.73	-	636,700.00		
OPERATING EXPENSE	01-014-5209	BANK FEES	-	-	-	-	-	-		
OPERATING EXPENSE	01-014-5210	LEGAL	4,000.00	1,266.21	3,000.00	191.80	2,000.00			
OPERATING EXPENSE	01-014-5211	AUDITING	2,500.00	2,338.90	2,500.00	570.00	2,500.00			
OPERATING EXPENSE	01-014-5212	ENGINEERING/CONSULTANT	4,000.00	8,420.97	5,200.00	5,289.41	5,500.00			
OPERATING EXPENSE	01-014-5213	PROFESSIONAL SERVICES	150.00	-	31,000.00	-	-			
		EMPLOYEE SWAG					1,500.00			
OPERATING EXPENSE	01-014-5215	EMPLOYEE APPREC/SCHOOLING	1,500.00	830.34	1,000.00	883.64	1,500.00			
OPERATING EXPENSE	01-014-5216	POSTAGE	100.00	7.50	100.00	-	100.00			
OPERATING EXPENSE	01-014-5217	PRINTING & PUBLICATION	2,500.00	412.52	1,000.00	133.78	2,500.00			
OPERATING EXPENSE	01-014-5222	TRAVEL EXPENSE	800.00	-	1,000.00	-	1,000.00			
OPERATING EXPENSE	01-014-5223	TRAINING EXP/CONF REGISTR	800.00	305.00	1,500.00	465.00	1,000.00			
OPERATING EXPENSE	01-014-5224	DUES	500.00	318.63	500.00	68.63	500.00			
OPERATING EXPENSE	01-014-5227	SOFTWARE MAINTENANCE	6,500.00	5,744.23	7,700.00	8,001.25	13,000.00			(Tom White - Requesting \$13,000 to reflect actual costs)
OPERATING EXPENSE	01-014-5228	UTILITIES	34,000.00	41,652.20	40,000.00	16,494.67	42,000.00			
OPERATING EXPENSE	01-014-5229	TELEPHONE	3,000.00	3,358.95	3,500.00	2,743.51	3,500.00			
OPERATING EXPENSE	01-014-5230	VEHICLE INSURANCE	4,000.00	4,952.13	5,000.00	5,809.32	5,000.00			
OPERATING EXPENSE	01-014-5231	LIABILITY INSURANCE	2,500.00	1,456.84	1,500.00	1,666.80	1,700.00			
OPERATING EXPENSE	01-014-5232	BLDG & CONTENT INSURANCE	24,000.00	29,749.12	32,000.00	50,305.33	50,000.00			
OPERATING EXPENSE	01-014-5236	RADIO MAINTENANCE	100.00	-	100.00	-	100.00			
OPERATING EXPENSE	01-014-5239	MOTORIZED EQUIPMENT MAINT	10,000.00	12,373.86	12,000.00	2,899.08	10,000.00			
OPERATING EXPENSE	01-014-5240	BUILDING MAINTENANCE	40,000.00	21,273.80	45,000.00	26,668.55	45,000.00	20K Monuments; 25K Bldg		20k Monuments, 25k building
OPERATING EXPENSE	01-014-5241	TREE/STUMP REMOVAL & PLANTING	15,000.00	25,189.86	20,000.00	215.90	15,000.00			
OPERATING EXPENSE	01-014-5244	RECREATION ASSISTANCE	53,000.00	33,085.91	60,000.00	-	60,000.00	Complex Agreement and Mower		
OPERATING EXPENSE	01-014-5245	MEDICAL SCREENING	4,000.00	430.15	4,000.00	-	4,000.00			
OPERATING EXPENSE	01-014-5253	REPURCHASE CEMETERY LOTS	600.00	2,800.00	2,000.00	-	2,000.00			
OPERATING EXPENSE	01-014-5258	OTHER OP EXP/FIRE WORKS	7,500.00	20,000.00	20,000.00	-	20,000.00			
OPERATING EXPENSE	01-014-5259	BLACK ELK MAINTENANCE	2,000.00	-	2,000.00	2,000.00	2,000.00			
OPERATING EXPENSE	01-014-5263	OPTIMIST BOAT RAMP	3,000.00	-	3,000.00	-	3,000.00			
OPERATING EXPENSE	01-014-5276	DEPOT / SHELTERS / COURT REFUNDS	-	102,443.05	-	-	-			
OPERATING EXPENSE	01-014-5266	CONTRACT MOWING	80,000.00	-	80,000.00	18,391.25	85,000.00			
OPERATING EXPENSE	01-014-5276	DEPOT-SHELTERS-COURT REFUNDS	-	-	-	75.00	-			
OPERATING EXPENSE	01-014-5281	BUILDING REPAIR STORM	1,000.00	4,000.00	50,000.00	-	20,000.00			
OPERATING EXPENSE		OPERATING EXPENSE TOTAL	307,050.00	322,410.17	434,600.00	142,872.92	-	399,400.00		
EXPENDABLE MAT & SUPPLIES	01-014-5359	OFFICE EQUIPMENT	1,000.00	-	500.00	-	1,000.00			
	xx-xxx-xxxx	IT EQUIPMENT AND MAINTENANCE					4,000.00			(Tom White - Routine replacements for desktops, and related equipment)
EXPENDABLE MAT & SUPPLIES	01-014-5360	OFFICE SUPPLIES	1,000.00	454.51	1,000.00	586.92	1,000.00			
EXPENDABLE MAT & SUPPLIES	01-014-5361	JANITORIAL SUPPLIES	4,400.00	2,546.58	3,000.00	771.80	3,000.00			
EXPENDABLE MAT & SUPPLIES	01-014-5363	CHEMICALS	6,500.00	5,930.14	8,000.00	1,414.97	8,000.00			
EXPENDABLE MAT & SUPPLIES	01-014-5364	SEED, SOD, ETC	3,000.00	3,624.25	3,000.00	-	3,000.00			
EXPENDABLE MAT & SUPPLIES	01-014-5365	RECREATIONAL SUPPLIES	8,500.00	9,380.24	11,000.00	158.39	15,000.00	8.5K Vets; 2.5K Cubs		For Vets and Cubs Fields
EXPENDABLE MAT & SUPPLIES	01-014-5369	SAFETY EQUIPMENT/TRAINING	1,850.00	1,492.89	1,850.00	704.73	1,850.00			AED \$1,404 per year per unit
EXPENDABLE MAT & SUPPLIES	01-014-5370	GAS/OIL/DIESEL	8,000.00	9,575.21	8,500.00	3,217.98	8,000.00			
EXPENDABLE MAT & SUPPLIES	01-014-5371	UNIFORMS	1,500.00	2,949.85	3,000.00	1,180.26	1,500.00			

EXPENDABLE MAT & SUPPLIES	01-014-5372	BOOKS & MAPS	100.00	-	100.00	-	100.00		
EXPENDABLE MAT & SUPPLIES	01-014-5373	SMALL TOOLS	2,000.00	2,156.95	4,500.00	2,905.32	2,000.00		
EXPENDABLE MAT & SUPPLIES	01-014-5374	SAND/ROCK/GRAVEL	4,000.00	1,680.00	4,000.00	39.83	4,000.00		
EXPENDABLE MAT & SUPPLIES	01-014-5383	OTHER EXPENSE MATL & SUPP	3,500.00	3,445.78	1,000.00	315.99	1,000.00		
EXPENDABLE MAT & SUPPLIES	01-014-5389	PURCHASE/GRANT	-	-	-	6,500.00	-		
EXPENDABLE MAT & SUPPLIES	01-014-5395	NON-CAPITAL EQUIPMENT	-	-	-	-	-		
EXPENDABLE MAT & SUPPLIES		EXPENDABLE MAT & SUPPLIES TOTAL	45,350.00	43,236.40	49,450.00	17,796.19	-	53,450.00	
RENTAL EXPENSE	01-014-5399	MOTORIZED EQUIP/GRAVE OPENING	22,500.00	9,000.00	10,000.00	-	10,000.00		
RENTAL EXPENSE		RENTAL EXPENSE TOTAL	22,500.00	9,000.00	10,000.00	-	-	10,000.00	
OTHER CAPITAL OUTLAY	01-014-5401	OFFICE EQUIPMENT	7,000.00	-	27,500.00	4,779.10	20,000.00	Park cameras; PCs; Workstations; Network cleanup.	Park Cameras/Normal office
OTHER CAPITAL OUTLAY	01-014-5402	MOTORIZED EQUIPMENT (SMALL)	5,000.00	17,057.56	14,000.00	5,189.30	20,000.00	Fertilizer Buggy	Sickle Bar, Stump Grinder, UTV Bucket
OTHER CAPITAL OUTLAY	01-014-5403	MOTORIZED EQUIPMENT (LARGE)	30,000.00	37,190.80	130,000.00	84,444.00	95,000.00	100K Toolcat; 15K Dump trailer; 15K Vets mower. (Future: 95K Dump truck; 90K Flatbed)	Flatbed Truck, UTV Replacement
OTHER CAPITAL OUTLAY	01-014-5419	OTHER IMPROVEMENTS/PARK SIGNS	4,000.00	-	64,000.00	1,156.35	25,000.00	Park furniture upgrade; Long tables; Park signs; Depot tables/chairs; Fuel tank	Replace more tables and signs
OTHER CAPITAL OUTLAY		OTHER CAPITAL OUTLAY TOTAL	46,000.00	54,248.36	235,500.00	95,568.75	-	160,000.00	
CAPITAL IMPROVEMENTS	01-014-5502	BUILDING/RESTROOM	25,000.00	-	5,000.00	-	250,000.00		RV Park bathrooms improvements (500k), applying for 250 k grant for match
CAPITAL IMPROVEMENTS	01-014-5504	PAVING	20,000.00	-	20,000.00	-	45,000.00	Southern Hills Sidewalk & Parking	More pavement replacement, 25k trail grant match
CAPITAL IMPROVEMENTS	01-014-5519	PLAYGROUND EQUIPMENT	7,500.00	3,846.50	7,500.00	7,250.00	80,000.00		Lions Park Floor
CAPITAL IMPROVEMENTS	01-014-5520	CAPITAL CONSTRUCTION PROJECT / RESERVE	2,700,000.00	3,805.12	-	-	190,000.00		Grant match for 90k Rhodes Park Creek, 50k bike share stations, 50k trail expansion
CAPITAL IMPROVEMENTS	01-014-5521	OTHER IMPROVEMENTS	-	2,033,480.35	-	-	-		
CAPITAL IMPROVEMENTS	01-014-5523	CAPITAL CONST PROJECTS/RESERVE	-	-	-	-	-		
CAPITAL IMPROVEMENTS	01-014-5531	RESURFACE TENNIS COURTS	-	-	-	-	-		
CAPITAL IMPROVEMENTS		CAPITAL IMPROVEMENTS TOTAL	2,752,500.00	2,041,131.97	32,500.00	7,250.00	-	565,000.00	
		PARK TOTAL	3,669,730.00	2,981,868.62	1,254,832.30	479,334.59	-	1,824,550.00	



CITY OF BLAIR

MEMORANDUM

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

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

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

Financial Impact: Overall increase in revenues

Recommendation: Approval of the updated Cemetery Rules and Regulations



FOREWORD

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

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

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

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

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

**ARTICLE 1
GENERAL RULES**

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

ARTICLE 2
INTERMENTS, DISINTERMENTS, AND REMOVALS

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

a. Two infants

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

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

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

d. Multiple cremations (based on available space)?

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

e. One adult and one infant.

8. No interment of remains other than that of a human being will be permitted within the cemetery.

9. All interred cremains shall meet all Cemetery rules and regulations for lot setback, lot coverage, and shall be placed in conformance with regulations for monuments and markers.

10. No interment will be permitted until the Cemetery and Parks Supervisor has issued a burial permit and all requirements have been met and all fees paid to the City Clerk/Treasurer.

11. The lot owner and/or funeral director shall designate the location of graves on the lot to the Cemetery and Parks Supervisor, and any change of location made after the opening of the grave has begun shall be at the expense of the lot owner/funeral director. When definite information for locating a grave is not available in ample time for grave preparation to meet the time requested for interment, the Cemetery and Parks Supervisor will exercise his best judgment in establishing the location in order that the requested time for interment may be met. The City, Blair Cemetery, or its employees assumes no responsibility for any error in such location. An additional charge will be made for any change requested.

12. The City and its employees shall not be held responsible for any orders given by phone, or for any mistake resulting from the lack of precise and proper instructions as to the space, size, or location in a plot where an interment is desired.

13. The cemetery shall be in no way liable for any delays in the interment of a body where a protest to the interment has been made or where the rules or regulations

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

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

ARTICLE 3 Blocks, Lots, and Grave Spaces

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

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

ARTICLE 4
Care of the Cemetery

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

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

ARTICLE 5
Monument and Marker Regulations

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

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

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

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

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

ARTICLE 6
Fees - Charges - Permits - Payments

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

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

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

APPENDIX A
Fee Schedule

Grave Openings

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

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

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

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

Grave Space Purchases

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

Baby Section (30inches x 60inches)

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

Miscellaneous Fees

Recording Fee for Deed \$10.00

Layout for headstones/Catholic \$100.00

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MEMORANDUM

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

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

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

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

Recommendation: Please provide a recommendation for two locations.

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



Contract
for
Annual maintenance for Bike Stations

Starting: July 01, 2026 Ending:

City of Blair, Nebraska

City Contract Owner (hereafter, "Contract Owner")/Address:

City Contract Manager

Phone: 402-426-4191

E-Mail: cheaton@blairne.gov

Contractor

Contractor: (hereafter "Contractor") Legal Name: ROAM Share d/b/a Heartland Bike Share

Contractor's Legal Address: 1144 N 11th Street Omaha, NE. 68102

Contractor's Phone Number: (402) 350-0421

Contractor's Email Address: benny@roamshare.org

Contract Purpose

The purpose of this contract is for Heartland Bike Share to provide service for the City of Blair, Parks Department.

Scope of Work

Heartland Bike Share will provide annual maintenance of 20 docks, at all two of the City of Blair Bike Stations.

Locations include:

- ???
- ???

This includes maintenance of all docking stations and bike repair and or replacement (as needed).

OBLIGATIONS

1. The City shall identify and provide a site(s) for the Vendor to conduct their services and agrees to the following:

- Will provide a location that is mutually agreed upon.
- Provide battery management to include; charging and storage of charging equipment, regular inspection of battery level at docking station, and transportation of batteries to charging location.

Foreign Adversary Contracting Prohibition Act

In accordance with the Foreign Adversary Contracting Prohibition Act, as found in Neb. Rev. Stat. §73901 to §73-907, a public entity shall require every company that submits a bid or proposal, or enters into any contract or contract renewal with any public entity for the provision of any technology-related product or service, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a

scrutinized company. For purposes of this section “scrutinized company” means: (a) any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; (b) any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or (c) any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) without incorporating that product or service into another final product or service. “Technology-related product or service” means a product or service used for information systems, surveillance, light detection and ranging, or communications.

Contract Monitoring by City

Monitoring

In the event the Contract Manager or designee determines, based upon the results of monitoring activities and other relevant data, that the Contractor has failed to comply with the terms and conditions of the

Contract, the City may, in City’s sole discretion, elect to engage in the Problem Reporting process set forth below. Nothing herein, including City’s decision not to engage in the Problem Reporting process, shall limit City’s ability to terminate this Contract or seek any remedies provided for herein related to breach or failure by Contractor to perform under this Contract.

Problem Reporting

If a problem or concern is encountered or identified during a routine review by the City, the City may require one or more meetings with Contractor to discuss the outcome of the review and the problem or concern identified. During the review meetings, the parties will discuss the deliverables that have been provided or are in process under this Contract, achievement of the terms and conditions of the Contract, and any concerns identified through the City’s contract monitoring activities. After a problem has been identified, the Contractor shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The City's acceptance of a problem resolution activity shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The City's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract;

Contract Payment Clause

Pricing

In accordance with the payment terms and conditions outlined herein, Contractor shall be compensated an amount not to exceed \$ 8,000.00 for successful completion of the Scope of Work set forth in this Contract.

No payment shall be made for work that is not completed or for materials that are not delivered to the work site.

Payment Calculation

Payments shall be made based on the following schedule.

Payment for a total of \$8,000, total of the contract agreement will be paid to the servicer prior to services to be performed.

Unless otherwise agreed to by the parties in a written amendment signed by both parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract. Contractor shall indemnify and hold harmless City from any claims, causes of action, or damages brought by a third party, including sub-contractors, related to costs, expenses, or charges related to the goods and services to be provided by Contractor pursuant to the terms of this Contract.

Contract Extension

Contract extension is at the sole discretion of the City and is not guaranteed. Extensions must be in writing and approved by the City of Papillion Contract Manager. Continued payment beyond the initial term of the Contract is contingent upon extension of the Contract.

Submission of Invoices

Contractor shall submit invoice(s) according to the following terms. All invoice must be mailed to ??? attention Finance Department or submitted to [???](#)...

Payment of Invoices

The City shall verify Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The City will not pay Invoices that are not considered timely as defined in this Contract. The City shall pay all approved Invoices in arrears and within thirty (30) days of approval. In the event City is unable to approve an invoice within (30) days of submission, City shall advise Contractor of the reason why the invoice is unable to be approved, including any additional information that may be necessary from Contractor. Contractor's failure to provide the required information within (30) days shall void the Invoice and shall constitute a waiver of any claim to payment.

Insurance

General

Contractor shall purchase and maintain insurance to protect the Contractor and the City throughout the duration of the Contract. All certificates of insurance shall be written by companies which hold an A.M. Best A-VIII rating or higher and are authorized to do business in the state of Nebraska. The selected companies must be satisfactory to the City.

Each certificate of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to start of work.

Required Coverage

The Contractor shall purchase and maintain insurance which will protect the Contractor from the following type of claims; and which shall name City as an additional insured. A.

For all contracts:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including any claims under workers' compensation, disability benefit, or other similar employee benefit acts;
2. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the Contractor's ownership, maintenance, or use of any motor vehicle;
4. Protection shall be provided whether the claim results from operations of the Contractor, his subcontractors, employees of any of them, or anyone for whose acts any of them may be liable.

B. For contracts related to the purchase of goods:

1. Claims for property damage or personal injury or death to any product created, manufactured, distributed, sold or otherwise provided by the Contractor;

C. For contracts related to services:

1. Claims for damages, insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

2. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; D. For contracts related to purchase of professional services:
 1. Claims arising out of the Contractor and any sub-contractor's professional services provided as part of the Contract;

Limits of Liability

Policies for the insurance required above shall be written for the limits of liability specified as follows:

- A. General Liability (including contractual, independent contractors, broad form property damage, personal injury underground explosion and collapse hazards):
 1. Listing Owner as Additional Insured on a primary and non-contributory basis.
 2. \$1,000,000 Each Occurrence
 3. \$2,000,000 Aggregate
- B. Automobile Liability (including all owned, non-owned, and hired automobiles): \$1,000,000 Combined Single Limit.
- C. Workers' Compensation Coverage B — Statutory Benefits: \$100,000/\$500,000/\$100,000.
- D. Umbrella Liability (applying directly in excess of above liability coverages): \$1,000,000 Aggregate; \$1,000,000 Combined Single Limit.
- E. Professional Liability: \$2,000,000 each claim and in the annual aggregate.

Contractor's Liability Insurance

The Contractor's shall maintain insurance to cover all loss or damage to any tools, machinery, equipment, or motor vehicles, used for the manufacture, delivery or installation of goods on behalf of City, by the Contractor's, subcontractors, material men or employees of any of them. City shall have no liability for any such loss or damage.

Proof of Insurance

The Contractor's shall provide to City a Certificate(s) of Insurance evidencing all required insurance coverage above utilizing the latest version of the ACORD form.

Waiver of Subrogation

Waiver of subrogation by Contractor's carriers is required.

Indemnity Provisions

- A. To the extent permitted by applicable law, Contractor agrees to indemnify and hold harmless City, its officers, agents and employees for all claims, causes of action, or damage, including any expenses or liabilities that may arise therefrom for the death, damage or injury to any third party or their property or damage to City property, to the extent caused by the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract; but Contractor shall not be liable for any injury, damage or loss caused by the gross negligence or willful misconduct of the City or its officers, agents and employees. Contractor shall give prompt and reasonable notice to City of any claim, suit or action made which in any way, directly or indirectly, affects or may affect City. It is the intention of the parties that the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Contractor, its officers, employees, subcontractors, and others affiliated with Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work performed by, or the negligent acts, errors, or omissions of Contractor.
- B. Contractor will assume full responsibility for any and all damage or injuries which may result to any person or property by reason of Contractor's negligent acts, errors, or omissions in connection with the work and/or services provided by Contractor to the City pursuant to this contract, and agrees to pay the City for all damages caused to the City premises resulting from the negligent acts, errors, or omissions of Contractor.
- C. Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Contractor will observe, and cause its officers, employees, subcontractors, sub-consultants, and others affiliated with Contractor to observe all applicable safety rules.
- D. For purposes of this paragraph, the term "Contractor" means and includes the Contractor, its officers, agents, employees, subcontractors, and others affiliated with Contractor, and the term "City" means and includes the City, its appointed elected officials, agents, employees and others working on behalf of the City.

No Employment Relationship

It is understood and agreed that neither Contractor nor any employee or contractor hired by Contractor is an employee, agent or representative of City. Contractor shall have sole responsibility for providing adequate staffing, including the hiring and firing of employees or contractors. Contractor shall be responsible for all wages, benefits, tax withholding, workers compensation, unemployment insurance and verification or reporting requirements for any employee or contractor

assigned by Contractor to perform any work pursuant to this Contract. Neither Contractor nor Contractor's employees or contractors shall be entitled to any wages or benefits payable to employees of the City. Contractor shall abide by all local, state and federal laws and regulations regarding employer obligations, including but not limited to Equal Employment Laws, Fair Labor Standards Act, and the Nebraska Wage Payment Act, for any employee or contractor assigned to work pursuant to this Contract, and shall indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any employment law or regulation. Nothing herein shall prohibit or prevent City from removing or banning any individual, including an employee or contractor of Contractor, from City property for the violation of any rule or regulation established by City, or related to the violation of any local, state or federal law.

Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing service within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

Anti-discrimination

Contractor shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, or disability as recognized under 42 USCS 12101 et seq. Contractor agrees to indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any non- discrimination law.

Termination

Termination

City may terminate the Contract if Contractor fails or refuses to cure within seven (7) days of receiving written notice, one or more of the following breaches:

- A. Contractor's failure to perform all of its obligations under this Contract to the City's satisfaction.
- B. Contractor's failure to maintain any required permits or licenses necessary for the performance of any services required under this Contract.
- C. Notice of any claim, suit or action related to the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract.
- D. The failure by Contractor, its employees or contractors to abide by any applicable local, state or federal statute or regulation in the performance of this Contract.
- E. The Contractor shall be entitled to just and equitable payment for any goods or services provided to the City prior to the time of termination.

City may declare this Contract immediate terminated in the event that Contractor becomes insolvent, is unable to pay its debts as they become due, or files a petition in bankruptcy or any other action to commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator for the whole or any substantial part of this property.

Non-appropriation. If sufficient funds are not appropriated by the City for Contract Payments due in any Fiscal Year, an Event of Non-appropriation shall be deemed to have occurred. The City Representative shall deliver notice thereof to the Contractor promptly, but not later than thirty (30) days after the occurrence of an Event of Non-appropriation.

Termination

End automatically on ???

Applicable Laws

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

Choice of Law and Forum Selection

The parties agree that Nebraska law shall govern the terms and performance under this Contract. The parties further hereby agree that any legal proceeding with respect to or arising under this Contract shall only be brought in federal, state or county courts located in Sarpy County, Nebraska, and further agree to personal jurisdiction in any such court.

Severability

In the event any portion of this Contract may be held invalid, void, or illegal for any reason by a court of competent jurisdiction, any such holding shall not affect, impair, or invalidate any other provisions of this Contract, but such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of the Contract.

Entire Agreement

This Contract includes the entire agreement between the parties, and nothing can be added, deleted or modified unless it is written and signed by each party. ..

No Conflict of Interest

There is no conflict of interest, and each party has the legal authority to enter into this Contract and to perform all obligations and responsibilities contained herein.

Binding upon Successors

This Contract is binding upon the successors and assigns of the Parties.

Signature page to follow

EXECUTED this _____ day of _____

CONTRACTOR

By _____

(Title)

EXECUTED this _____ day of _____

CITY OF Blair, A Municipal Corporation

By _____
City Administrator

City of Blair

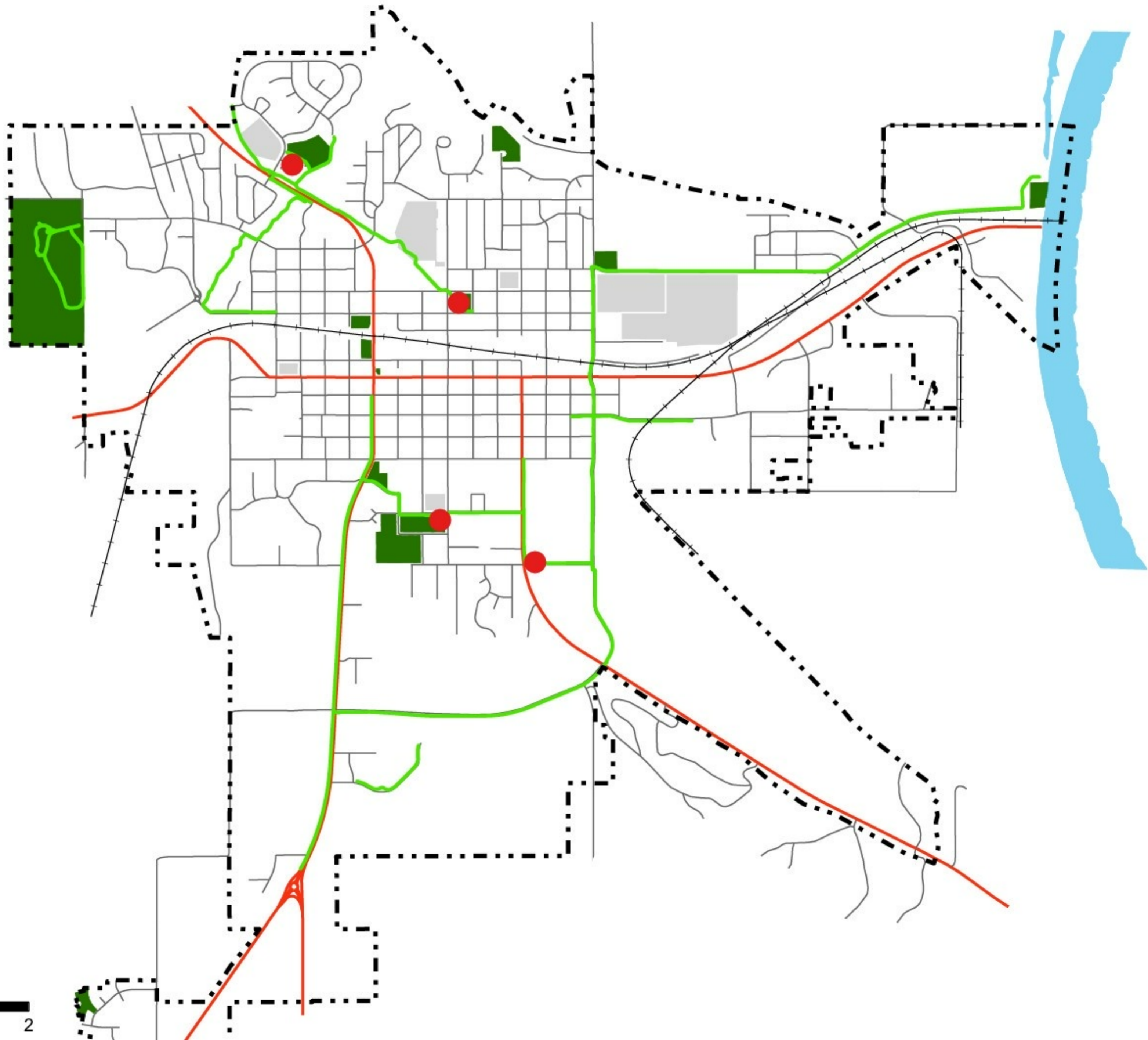
Walking and Biking Trail System



Legend

status

- Existing
- Schools
- Parks
- Stream/River
- City Limits





BCYCLE ELECTRIC BIKE COMPONENTS AND SPECIFICATIONS



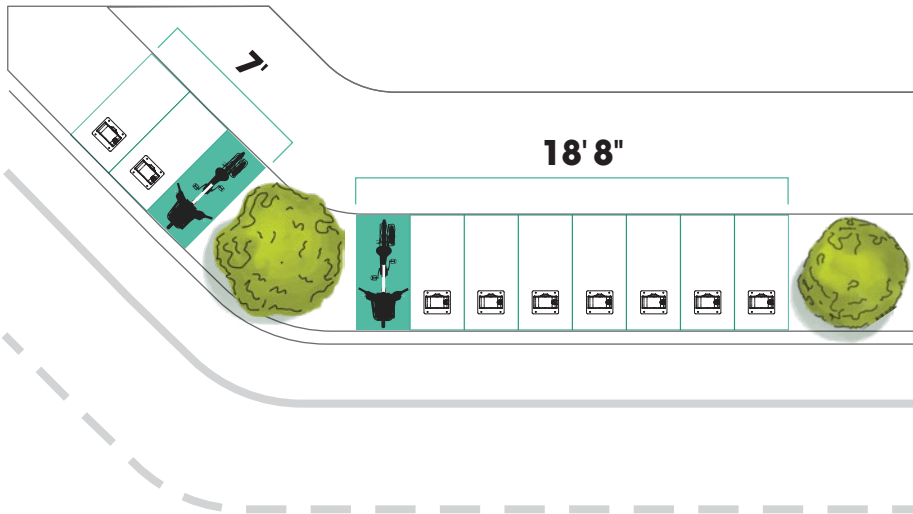
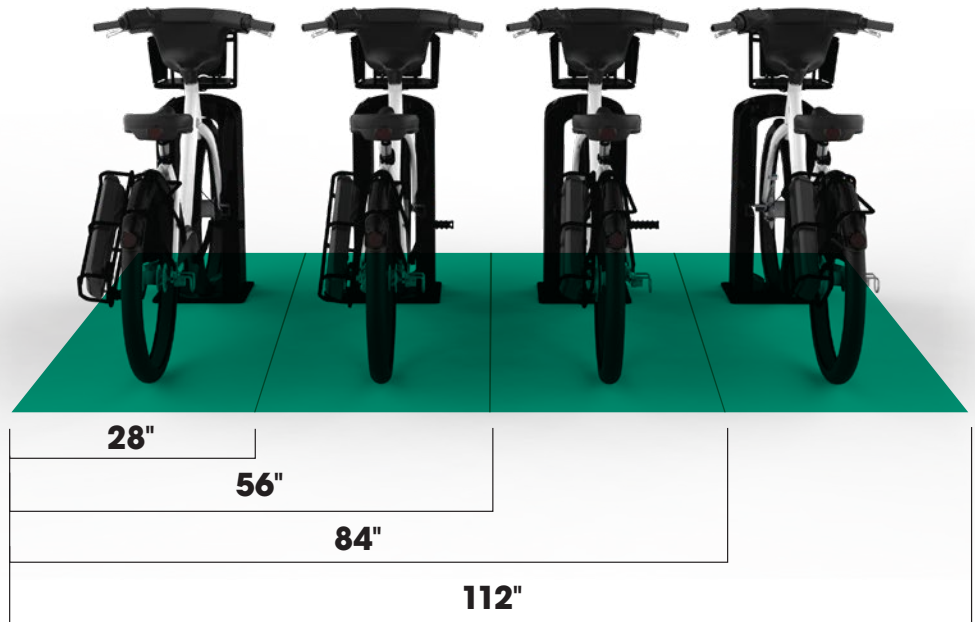
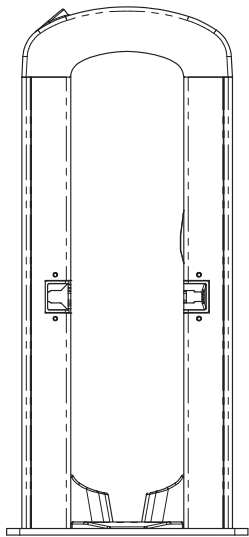
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Size	One size fits most
Color	White
Material	Oversized alpha aluminum
Fork	Proprietary aluminum unicrown fork
COMPONENTS	
Handlebar and Stem	Proprietary aluminum bar and basket combo with Bontrager stem
Seatpost	Proprietary theft resistant post with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

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

Note: Specifications and components subject to change.



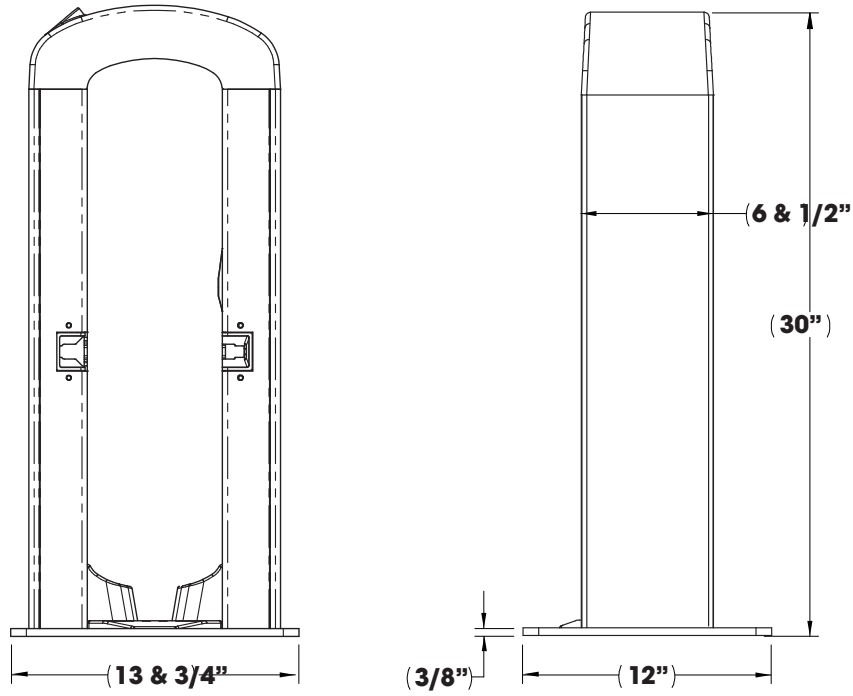
3.0 STATION PLANNING



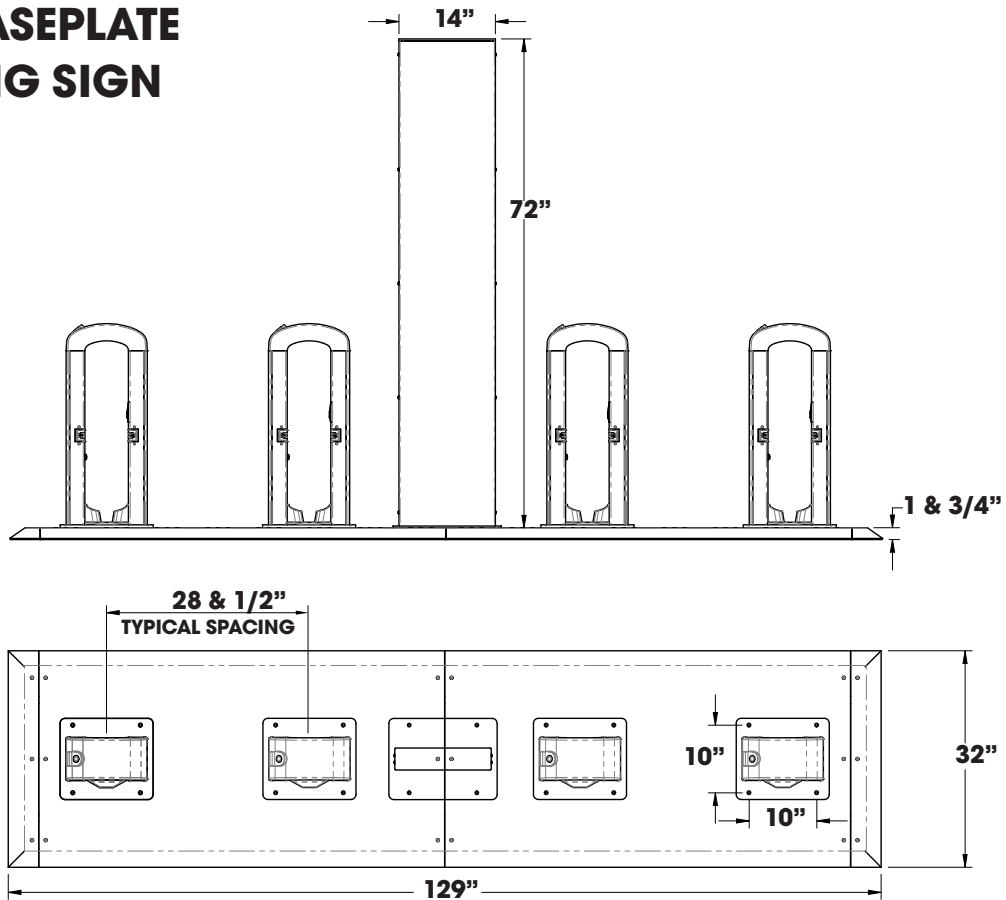
QUICK KEY:

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

3.0 DIMENSIONS



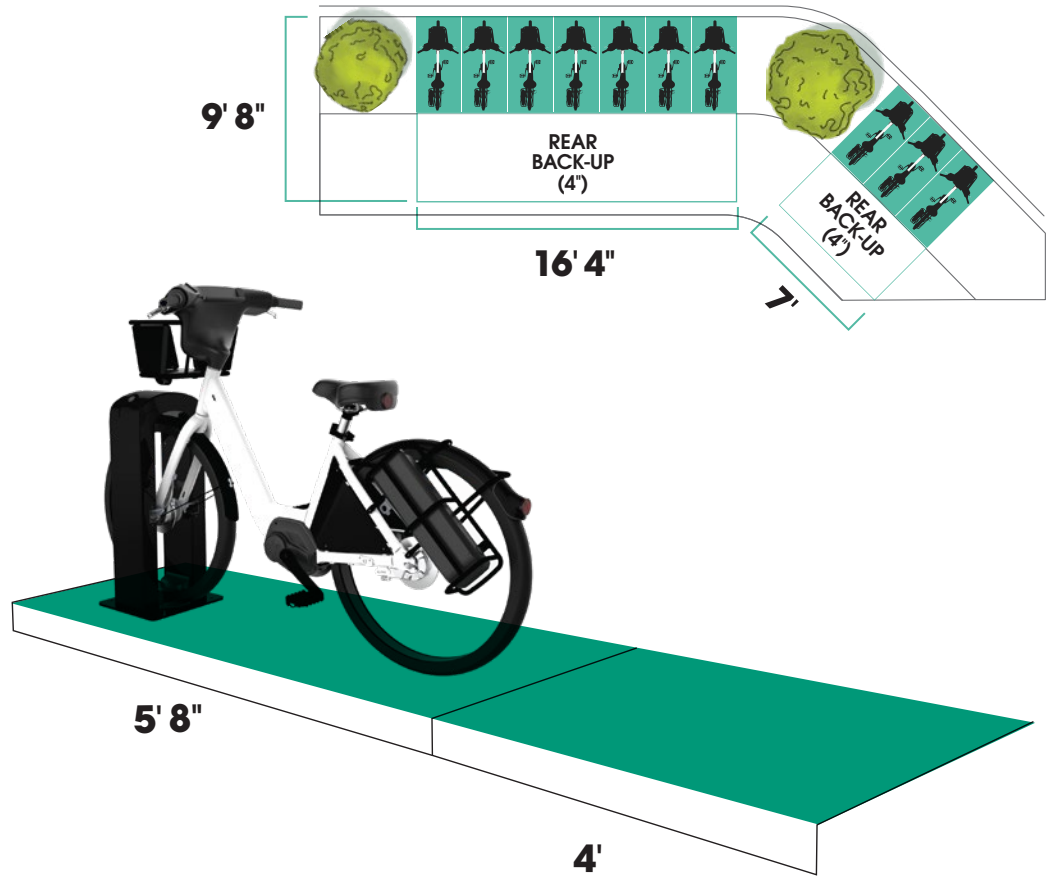
OPTIONAL BASEPLATE & WAYFINDING SIGN



STATION DEPTH

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

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

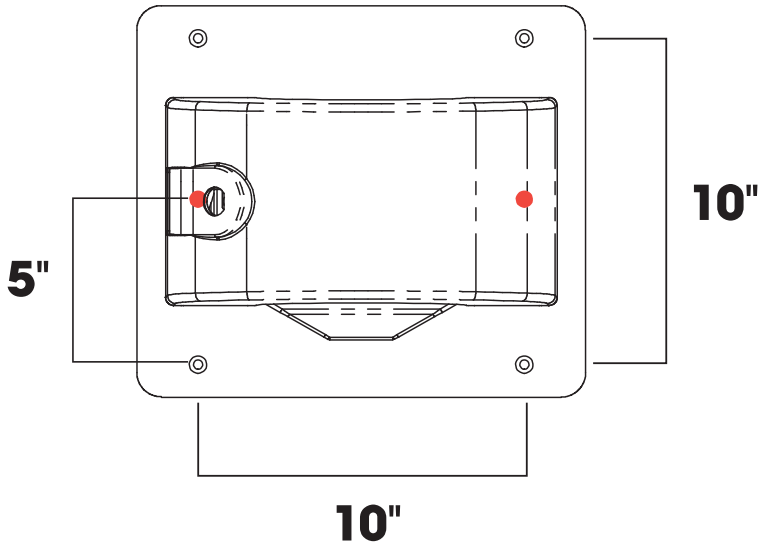


22.5° TO STREET (SPACE SAVER)

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



INSTALLING THE DOCK INTO CONCRETE



Mounting Holes:

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

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

SUGGESTED INSTALL TOOLS



Tools:

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

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

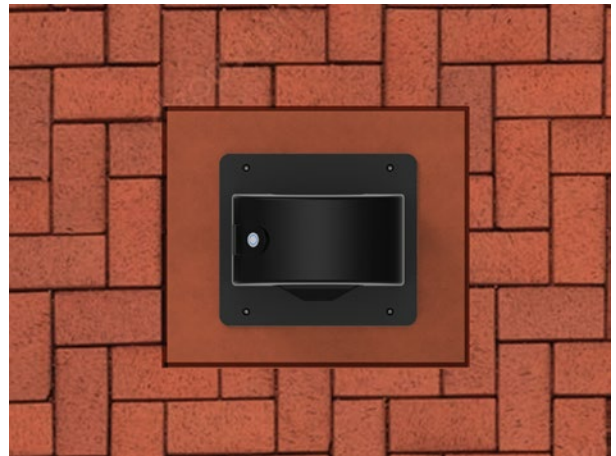
Bits & Hardware:

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

INSTALLING INTO PAVERS & ASPHALT

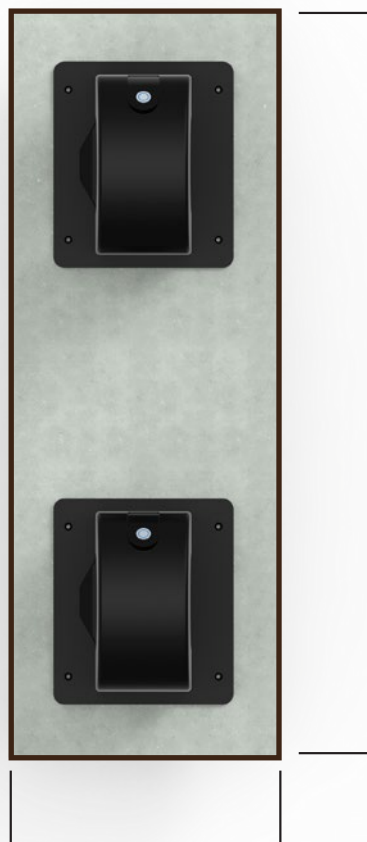
The only difference here is that you will need to pour concrete pads*. BCycle suggests offsetting the pad at least 4" from the mounting holes to ensure the concrete won't crumble around the edges (See diagram to the right).

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



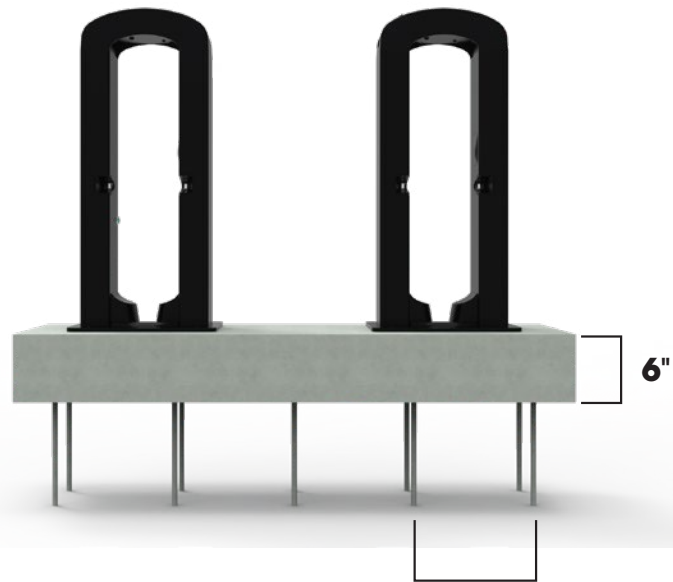
SUGGESTED CONCRETE PAD SPEC'S

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



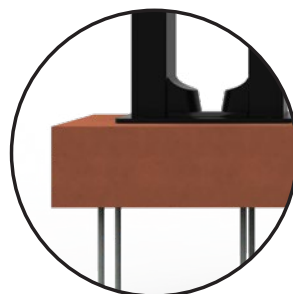
49 & 3/4"

18"



6"

11"



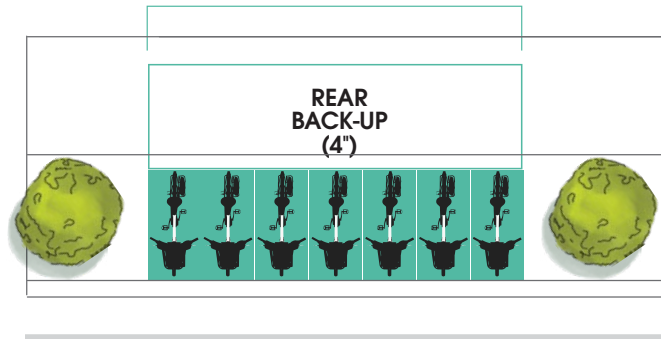
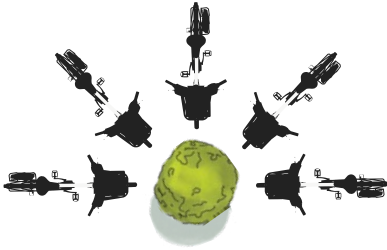
OPT'L COLOR ADDITIVES:

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

CONFIGURATION EXAMPLES:

PERPENDICULAR TO STREET (TYPICAL)

16' 4"



QUICK KEY

STATION WIDTH

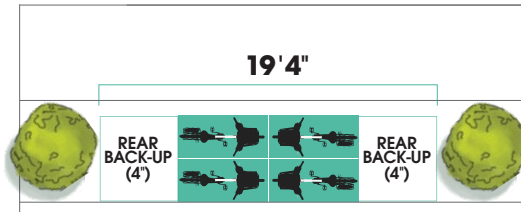
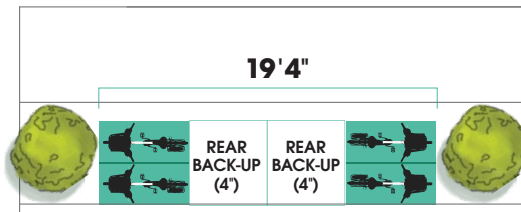
# OF DOCKS	MIN. WIDTH
1	28" (2' 4")
2	56" (4' 8")
3	84" (7')
4	112" (9' 4")
5	140" (11' 8")
6	168" (14')
7	196" (16' 4")
8	224" (18' 8")
9	252" (21')
10	280" (23' 4")
11	308" (25' 8")
12	336" (28')

STATION DEPTH

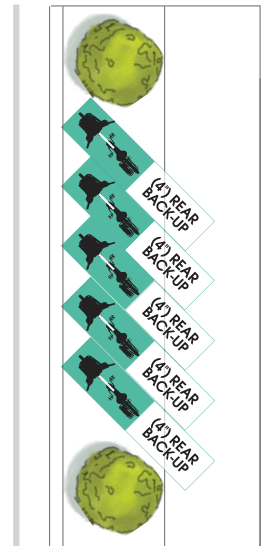
The depth of the dock with a bike is 5'8"

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

PARALLEL TO STREET (ATYPICAL)



45° TO STREET (SPACE SAVER)



MOCK-UPS





DOCK

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

INTERNAL COMPONENTS

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

AFTERMARKET ADD-ONS

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