

	"OPEN MEETINGS ACT" City of Blair Regular Council Meeting City Council Chambers August 11, 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 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 July 28, 2026 meeting.
 - 4.b. Clerk report of Mayoral Action of July 28, 2026 meeting.
 - 4.c. City Department reports for July, 2026.
 - 4.d. Claims as recommended by the Finance Committee.
 - 4.e. Consider Resolution 2026-087 adopting the annual certification of compliance for the Board of Classifications and Standards for Blair, Nebraska and the certification form.
- 5.Consider Ordinance 2624 on second reading approving a Rezone application submitted by the City of Blair for Tax Lots 143, 145 &146, located in Section 23, Township 18 North, Range 11 East of the 6th P.M., Washington County,

- Nebraska (12645 US Hwy 30 & 9325 St Hwy 133 area), changing the zoning districts from Residential Medium Density to Agricultural/Highway Commercial.
6. Consider Ordinance 2625 amending the Blair City Municipal Code, Chapter 1, Article 3 relating to appointed City Officials, updating the power, duties and responsibilities of certain appointed positions and eliminating obsolete provisions.
 7. Consider Resolution 2026-088 supporting the City's Request to Rename "No Name Creek" to Carter Valley Creek.
 8. Consider Resolution 2026-089 approving an agreement with JEO Consulting Group, Inc. for professional services related to evaluating options for restoring and improving the second floor of the City Hall building as a functional community event and civic space.
 9. Consider Resolution 2026-090 approving a codification agreement with American Legal Publishing, LLC for the recodification of the City of Blair Municipal Code and the conversion of the City's Zoning and Subdivision Regulations to an online format.
 10. Consider Resolution 2026-091 approving an amended contract for services with Washington County Chamber.
 11. Consider Resolution 2026-092 approving an agreement between the City of Blair and Gateway Development Corporation.
 12. City Administrator Report.
 13. Motion and second by Council members to adjourn the meeting.

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City of Blair Regular Council Meeting
July 28, 2026

The Mayor and City Council met in regular session in the City Council Chambers on July 28, 2026, at 7:00 PM. The following were present: Gary Banner, Brent Clark, Kirk Highfill, James Letcher, Kent Long, Rick Paulsen, Kevin Willis, and Frank Wolff. Also present were City Administrator Green, Deputy City Administrator Barrow, Deputy City Administrator Heaton, Deputy City Administrator Scott, City Attorney Talbot, Library Director Lukert, Community Development Director Beiermann, Public Safety & Communications Coordinator Dunn, and Police Chief Kinsey.

The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held. Notice of the meeting was given in advance thereof by publication in the 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 July 14, 2026, meeting, 4b) Clerk report of Mayoral Action of the July 14, 2026, meeting, 4c) Claims approved by the Finance Committee. Motion by James Letcher, second by Kevin Willis to approve the Consent Agenda. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #5 – The swearing in and badge pinning for new Blair Police Officers Ryan Eddy and Jackson Radloff was postponed to a later date, anticipated for the following month.

Agenda Item #6 – Chief Aten presented the promotions of Jackson McIntosh and Ellie Russell from cadets to the Senior Cadet program with the Blair Volunteer Fire Department. Both have been with the program since its introduction and have met their goals. The chief noted that at the previous council meeting, one cadet had been promoted to full department member, demonstrating the pipeline nature of the program. Mayor Rump acknowledged the value of volunteerism and encouraged the new senior cadets to be beacons for others in the community. Motion by Kevin Willis, second by Kirk Highfill to approve the promotion of Jaxon McIntosh and Eloise "Ellie" Russell from Cadets to the Senior Cadet Program with the Blair Volunteer Fire Department. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #7 – Mayor Rump opened a public hearing to consider a Conditional Use Permit renewal application submitted by Dennis Fenderson, 5020 Hillcrest Drive, Blair, Nebraska, for the continued use of a 60'x 120' building and lot for "Storage, Indoor and Outdoor" on the Easterly 20' of Lot 17, along with all of

Lots 18 through 21, all lying in Block 52, Original Townsite of the City of Blair, Washington County, Nebraska, along with the vacated northerly 10' of Grant Street right-of-way, adjacent thereto (275 S. 11th Street) for 20 years. Community Development Director Beiermann presented a 20-year CUP renewal for Dennis Fenderson, at 275 S. 11th St., formerly owned by Bob Pearson. The property is zoned ACH (Agricultural/Highway Commercial) and is used for indoor and outdoor storage in a 60x120 ft. building on Lots 17-21, Block 52. The original permit required trees along Grant Street, but city utilities (water lines, sewer, and active OPPD electrical work) prevented their installation. Public Works had previously advised against tree planting there. The Planning commission approved 5-0. There were no comments from the floor or in writing. Mayor Rump declared the motion carried. Motion by James Letcher, second by Rick Paulsen to approve the Conditional Use Permit renewal application submitted by Dennis Fenderson for (20) years with the exception of removing the trees stipulation. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #8 – Mayor Rump opened a public hearing to consider a Conditional Use Permit application submitted by Kenner Hatfield, 1987 Kellie Drive, Blair, Nebraska, for a Home Occupation to sell firearms to law enforcement agencies, friends and family on Tax Lots 81 & 82 in Section 23, Township 18 North, Range 11 East of the 6th P.M., in the City of Blair, Washington County, Nebraska, (1987 Kellie Drive) for five (5) years. Community Development Director Beiermann presented a 5-year CUP application for Kenner Hatfield, a 27-year Omaha Police Officer and firearms instructor, to sell firearms from his residence at 1987 Kelly Drive as a home occupation. The business primarily manufactures patrol rifles for law enforcement agencies. The zoning is RM (Residential Medium Density), and home occupation firearm sales require a CUP. Hatfield holds a current FFL license valid through the duration of the permit. Security measures include cameras (interior, exterior, and rear), a secured safe room, and a monitored secondary security alarm system. A prior similar CUP on N. 23rd St. was granted in 2015/2016 and renewed; another was denied in 2022 for a home in 66 Heights due to neighborhood opposition. Planning commission recommended approval 5-0. Blair Police Chief Kinsey vouched for Hatfield's reputation and safety record, noting his own sidearm came from Hatfield. Logan Baker, 505 N. 24th St., spoke in support of the CUP stating that since any citizen can legally own firearms in residential areas, selling them should not be grounds for denial. Council member Paulsen expressed concern about the adjacent residential development being planned nearby. There were no comments in writing. Mayor Rump declared the motion carried. Motion by Kevin Willis, second by Rick Paulsen to approve the Conditional Use Permit application submitted by Kenner Hatfield for five (5) years as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #9 – Mayor Rump opened a public hearing to consider an ordinance adopting an updated Future Land-Use Map for Tax Lots 143, 145 & 146, located in Section 23, Township 18 North, Range 11 East of the 6th P.M., Washington County, Nebraska (12645 US Highway 30 & 9325 State Highway 133 area), changing the future land use from Residential/Commercial to all Commercial. City Administrator Green presented a city-initiated ordinance to update the future land use map for tax lots 143, 145, and 146 located at 12645 U.S. Highway 30 and 9325 State Highway 133, changing the designation from residential/commercial to all commercial. The three tax lots form a triangle between Highway 30 and Highway 133, owned by the Soderberg family for residential purposes but now listed for sale. A pending purchase contract exists with the developer connected to the Blair Crossing apartment project. Staff noted the highest and best use is commercial, particularly given surrounding development. Planning commission approved 4-1. Green stated an adjacent property owner emailed concern that the change might negatively impact their parcel, which

ranked #5 on the 2024 Housing Advisory Committee list for residential development. Kristina Barta, 12851 Co. Rd. 26, Blair, spoke recommending waiting for the comprehensive plan process and noting steep topography and grading challenges. Green noted that changing the future land use map does not itself rezone property but sets direction and rezoning must be consistent with it. There were no additional comments. Mayor closed the public hearing. Council member Letcher introduced Ordinance 2623 adopting an updated Future Land-Use Map for Tax Lots 143, 145 & 146, located in Section 23, Township 18 North, Range 11 East of the 6th P.M., Washington County, Nebraska (12645 US Highway 30 & 9325 State Highway 133 area), changing the future land use from Residential/Commercial to all Commercial.

AN ORDINANCE ADOPTING AN UPDATED FUTURE LAND USE MAP FOR TAX LOTS 143, 145 AND 146 ALL LOCATED IN SECTION 23, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA (12645 US HIGHWAY 30 AND 9325 STATE HIGHWAY 133), CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM RESIDENTIAL TO COMMERCIAL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND ORDERING THE ORDINANCE TO BE PUBLISHED IN PAMPHLET FORM.

Council member James Letcher moved that the statutory any rule requiring reading on three different days be suspended. Council member Frank Wolff seconded the motion to suspend the rules and upon roll call vote the following Council members voted: Gary Banner: Nay, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 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 Frank Wolff. The Mayor then stated the question was "Shall Ordinance No. 2623 be passed and adopted?" Upon roll call vote, the following Council members voted: Gary Banner: Nay, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 7, Nay: 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 – Mayor Rump opens a public hearing to consider a Rezone application submitted by the City of Blair for Tax Lots 143, 145 & 146, located in Section 23, Township 18 North, Range 11 East of the 6th P.M., Washington County, Nebraska (12645 US Hwy 30 & 9325 St Hwy 133 area), changing the zoning districts from Residential Medium Density to Agricultural/Highway Commercial. City Administrator Green presented the companion rezoning ordinance changing tax lots 143, 145, and 146 from Residential Medium Density (RM) to Agricultural Highway Commercial (ACH). This ordinance carries real legal consequences unlike the future land use map change. Key concerns raised were that two of the three lots have occupied or recently occupied residential dwellings, rezoning to commercial could affect mortgage financing lenders that may not issue 30-year residential loans on commercially zoned land and insurance coverage if a dwelling is destroyed more than 51%, the grandfathered residential use is lost, making it non-rebuildable as residential. Council member Willis expressed concern about the insurance/financing impact on homeowners. Green stated Troy Soderberg, the current owner of one lot, previously opposed the rezoning but has signed a contract to sell all three lots to a developer. John Mabry, 1019 N. 190th St., Omaha, stated he has a contract

to purchase the property but is still in the due diligence process of soil testing, and environmental surveys before closing on the lots. Mabry stated his preference for all three lots is to be commercial but acknowledged uncertainties. Planning commission recommended rezoning only lot 145 which is the vacant lot along the highway. Kristina Barta, 12851 Co. Rd. 26, Blair, asked for confirmation that a supermajority requirement is needed for the ordinance to pass and asked whether the current property owners still wanted to preserve both residential and commercial marketing options. Green stated the Council has the right to rezone all three lots since all were advertised. City Attorney confirmed that because the property owner was originally opposed, a supermajority of six affirmative votes is required. Council member Highfill suggested passing on first reading only to allow further public input and the current property owners the opportunity to appear. Joy Petersen, 810 Southfork Rd, addressed the Council regarding water problems with creek drainage along Southfork Drive. Mayor Rump stated her concerns would be better addressed on Agenda Item #13. There were no comments in writing. Mayor Rump closed the public hearing. Council member Highfill introduced Ordinance 2624 approving the Rezone application submitted by the City of Blair for Tax Lots 143, 145 & 146, located in Section 23, Township 18 North, Range 11 East of the 6th P.M., Washington County, Nebraska (12645 US Hwy 30 & 9325 St Hwy 133 area), changing the zoning districts from Residential Medium Density to Agricultural/Highway Commercial. City Administrator Green presented the companion rezoning ordinance changing tax lots 143, 145, and 146 from Residential Medium Density (RM) to Agricultural Highway Commercial (ACH).

AN ORDINANCE REZONING TAX LOTS 143, 145 AND 146 ALL LOCATED IN SECTION 23, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA FROM RM-RESIDENTIAL MEDIUM DENSITY DISTRICT TO A/CH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Said Ordinance was then read by title and thereafter Council member Kirk Highfill moved for passage of the Ordinance, which motion was seconded by Council member James Letcher on First Reading. The Mayor then stated the question was "Shall Ordinance No. 2624 be passed and adopted on First Reading?" Upon roll call vote, the following Council members voted: Gary Banner: Nay, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Nay, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 6, Nay: 2. The passage of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted on First Reading.

Agenda Item #11 – City Administrator Green presented the annual renewal of the city's property, general liability, and workers' compensation insurance with LARM (League Association of Risk Management). The base cost before discount is \$1,037,822, representing a 19% increase over the prior year, driven by inflation, rising construction/repair costs, increased hail damage claims, 5% automatic property value increases (replacement cost basis), and approximately 5% workers' compensation rate increases. LARM offers a 5% discount (\$52,822 savings) for a 3-year commitment, reducing the cost to \$985,000. Finance committee recommended the 3-year option. Council member Clark introduced Resolution 2026-082 renewing the city's Property, General liability, and Worker's Compensation insurance with the League Association of Risk Management (LARM) for 2026-27. Motion by James Letcher, second by Rick Paulsen to adopt Resolution No. 2026-082 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #12 – City Administrator Green presented a mutual aid interlocal agreement between the City of Blair and Washington County for the exchange of building inspection services during staff vacations or sick leave. The agreement limits coverage to 21 days per calendar year; exceeding that requires approval from both governing boards. No cost is involved as neither entity charges the other. Council member Highfill noted a recent real-world example stating that during the building addition at the American Legion, city inspector Ethan Rose was on a two-week Alaska vacation, and a substitute inspector from Council Bluffs had a wide service area, causing delays and costs for contractors waiting on site. The county inspector was unavailable at the time due to the absence of a formal agreement. The Finance Committee recommended approval. Council member Highfill introduced Resolution 2026-083 approving an Interlocal Agreement between the City of Blair and Washington County for the exchange of building inspection services during periods of vacation or sick leave. Motion by Kirk Highfill, second by Gary Banner to adopt Resolution No. 2026-083 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #13 – Deputy City Administrator Heaton presented an engineering services agreement with Houston Engineering Inc. for \$12,129 to design storm drainage improvements along South Fork Road. The issue stems from a major rain event in which Blair received approximately nine inches of rain in a brief period that caused surface water runoff down Clark Street to back up behind condominiums particularly at walkout basements on the north end of the property. The root cause is not creek overflow but water flowing downhill that cannot drain into the creek due to a berm that is slightly higher than back doors. Houston Engineering's proposed a solution that includes adjustments at each end of the property to redirect water toward the creek, and strategic cuts in the berm to allow backyard drainage while keeping berm height sufficient to prevent creek backflow. City public works staff will perform the actual dirt work. Regarding tree/brush removal along the creek, which is mostly private property, Heaton noted ongoing FEMA project applications with Houston Engineering, with approximately three dozen problem spots identified citywide. FEMA has indicated it does not mitigate flood issues on private property, complicating the path forward. Recurbing Clark Street was mentioned as a potential future option but far more expensive. Joy Peterson, 810 South Fork Road, spoke emotionally about the flooding trauma, noting her late husband had previously dug a ditch by hand to help drainage, and expressed appreciation for the city's action. Water and Sewer Committee recommended approval. Council member Paulsen introduced Resolution 2026-084 approving an agreement with Houston Engineering, Inc. for engineering services related to the Blair Southfork Road Drainage Improvements Project. Motion by Rick Paulsen, second by Frank Wolff to adopt Resolution No. 2026-084 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #14 – Deputy City Administrator Heaton presented the Safe Streets for All Comprehensive Safety Action Plan being developed with SEH Engineering, funded by a \$200,000 federal grant (\$160,000 federal, \$40,000 city match). The plan is a federally guided, community-driven, data-focused roadmap aimed at eliminating serious injuries and fatalities on roads, sidewalks, and bike trails. Crash data was pulled from NDOT and the Blair Police Department going back to 2015. A heat map identified downtown Washington Street corridor as the primary high-risk area. For over nearly 10 years, Blair recorded 1 fatality (at 19th and Washington intersection), which is below the national average. The majority of crashes involved property damage only. Goals established are to reduce serious injuries/fatalities by 50% by 2035 and achieve zero by 2040. SEH and steering committee met the previous Monday and found these goals attainable. Key upcoming public engagement events are (1) National Night Out at Generations Park, August 4th, 6-8 PM -

SEH pop-up tent with printed crash map for public sticker input; (2) Open house at the library, August 20th, 4-7 PM with displays and presentations. An online survey and interactive map are available on the city's website with a QR code provided for residents to flag problem intersections and suggest improvements. Washington Street truck traffic is identified as a major corridor challenge along with balancing industrial/cargo needs vs. pedestrian/residential safety. Implementation funds post-plan could support pedestrian crossings, bike trails, or pedestrian overpasses which are estimated at \$4-5 million for a bridge. Council member Paulsen questioned the necessity. Heaton stated it is a requirement to compete for future federal implementation grants.

Agenda Item #15 – Council members Letcher introduced Resolution 2026-085 establishing the City of Blair's commitment to eliminating roadway fatalities and serious injuries. Motion by James Letcher, second by Brent Clark to adopt Resolution No. 2026-085 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #16 – City Administrator Green state the proposed resolution would authorize the cemetery superintendent, city clerk, and city attorney to develop a formal policy for evaluating cemetery lot ownership claims and issuing deeds. The city is working through a state-authorized process which is new Nebraska legislation to reclaim approximately 2,600 unused burial lots purchased in 1926 or earlier with no clear chain of title transfer. The legislature's process allows the city to seek current owners; if unlocatable, a court process can declare lots abandoned, return them to the city, and allow resale often to descendants of the original purchasers. A specific challenge involves cases where physical evidence such as a tombstone with a living spouse's name clearly implies ownership intent, but no deed exists. The policy would allow staff to evaluate each of these cases. Once finalized, the policy will return to council for final approval. Finance committee also authorized staff to offer a 50% discount on lots for resale for verified family descendants that will be formalized in a future resolution. Council members Paulsen introduced Resolution 2026-086 establishing a Policy for Evaluation of Cemetery Lot Ownership Claims and Authorizing Issuance of Deeds. Motion by Rick Paulsen, second by Gary Banner to adopt Resolution No. 2026-086 as presented. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

Agenda Item #17 – City Administrator Green provided several updates: (1) The bank is finalizing engaging a new contractor for the Von Loh building at 1600 Washington St., 2) Elk Creek subdivision's engineers have been released for design and plans for water, sewer, and street improvements expected to be presented at a council meeting soon with a request for bid authorization, (3) Inland Port Authority application is ready to be submitted as soon as the application process is reopened by Nebraska Department of Economic Development, (4) Budget - committee meeting emails will go out this week for sessions over the next two weeks.

Agenda Item #18 – Motion by Gary Banner, second by Kent Long to adjourn the meeting 8:35 p.m. Council members voted as follows: Gary Banner: Yea, Brent Clark: Yea, Kirk Highfill: Yea, James Letcher: Yea, Kent Long: Yea, Rick Paulsen: Yea, Kevin Willis: Yea, Frank Wolff: Yea. All Council members voted: Yea: 8, Nay: 0. Mayor Rump declared the motion carried.

The following claims were approved: Abe's Trash, Svc, 2101.71; ACCO, Inv, 453.79; Air Products & Chemicals, Inv, 10053.19; Always Roofing, Inv, 300.00; Amerisource Hr Consulting Grp, Inv, 2250.00; Aqua-Chem Inc, Inv, 56.50; Assethr, Payrl, 364046.73; Assethr, Payrl, 291957.87; Automatic Systems Co, Inv, 1071.57; Bart Moore Subcontracting Inc, Ref, 50.00; Black Hills Energy, Inv, 1072.17; Bobcat Of Omaha, Inv, 1140.00; Bomgaars Supply Inc, Inv, 2411.19; Bs&A Software Llc, Inv, 625.50; Burton Plumbing Services, Svc, 396.00; C & S Roofing Inc, Svc, 140.00; C.D.J. Drywall Inc, Ref, 500.00; Calvin Poulsen, Svc, 3396.25; Casper, Morgan, Inv, 80.00; Cb Construction, Ref, 50.00; Chris Olson, Svc, 550.00; City Of Blair, Inv, 273.06; Country Inn & Suites By Radisson, Inv, 258.07; Country Tire Inc, Inv, 490.29; Cummins Inc, Inv, 2223.05; Datashield, Inv, 87.53; Design8 Studios, Ref, 50.00; Dolphin, Thomas, Ref, 500.00; Felsburg Holt & Ullevig, Svc, 3039.27; First National Bank, Inv, 4767.14; First Wireless Inc, Inv, 1242.00; Fremont Electric Inc, Svc, 570.40; Galls Llc, Inv, 331.79; Grainger, Inv, 38.13; Great Plains Uniforms Llc, Inv, 302.47; Gt Distributors Inc, Inv, 2861.75; Hach Co, Inv, 618.45; Harsin Built Construction, Ref, 50.00; Hawkins Inc, Svc, 14124.00; Hayes & Associates Llc Cpa, Svc, 7695.78; Hdr Engineering Inc, Svc, 2961.12; Heartland Natural Gas Llc, Inv, 17.48; Hsa Bank, Ins, 87.50; Hudson, Glen E & Joyce S, Ref, 50.00; Hunter Construction & Renovations, Ref, 500.00; Husker Hammer Siding Windows & Roofing, Ref, 200.00; Idexx Distribution Inc, Inv, 818.20; J Nielsen Construction Llc, Ref, 500.00; J.P. Cooke Co., Inv, 76.47; James Nielsen Db, Ref, 600.00; Jeo Consulting Group Inc, Svc, 734.50; Jetter's Plumbing Inc, Svc, 349.09; Larsen, Justin, Ref, 50.00; League Association Of Risk, Ins, 1396.80; Ludemann Construction Llc, Ref, 200.00; Mark Sesemann, Ref, 500.00; Mccurdy Enterprises, Inv, 150.00; Mcfarland Iii, David W., Reimb, 794.00; Memorial Community Hospital, Svc, 562.00; Merriman, John S & Sharon M, Ref, 200.00; Midwest Fire Protection Inc, Inv, 84.95; Midwest Maritime Services, Svc, 2400.00; Mississippi Lime Co Llc, Inv, 66151.34; Missouri Municipal League, Inv, 90.00; Morrell, Lisa, Ref, 50.00; Municipal Pipe Services Inc, Inv, 38990.80; Ndwee - Licenses, Inv, 230.00; Ndwee- Nebraska Dept Of Water Energy & Environment, Inv, 115.00; Nebraska Dept Of Revenue, Inv, 21711.53; Nebraska Dept Of Transportation, Inv, 70645.52; Nebraska Library Commission, Inv, 1574.90; Nebraska Public Health, Inv, 120.00; Ne-Ia Industrial Fasteners, Inv, 266.51; Oclc Inc, Inv, 720.16; Olsson Associates, Inv, 2170.02; Outdoor Living Llc, Ref, 50.00; Peck, Steven, Ref, 50.00; Pitney Bowes Global Financial, Inv, 403.35; Point C, Ins, 8599.75; Principal Financial Group, Pen, 87575.36; Pvs Dx Inc, Inv, 842.03; Raken Inc, Inv, 3540.00; Sams Club Mc/SynCb, Inv, 3939.37; Sapp Bros Petroleum Inc, Inv, 2959.84; Sara Bach, Reimb, 271.50; Sirchie Acquisition Company, Inv, 48.30; Southeast Library System, Inv, 400.00; Superior Green Inc, Inv, 1350.00; Swenson, Scott T., Inv, 1925.00; Tdh Home Builders, Ref, 200.00; The Sign Depot, Svc, 268.32; Thompson Solutions Group, Inv, 2359.25; Trinity Lutheran Fellowship, Ref, 500.00; Ty's Outdoor Power & Service, Inv, 116.64; United Tactical Systems Llc, Inv, 1997.00; Unmanned Vehicle Tech. Llc, Inv, 27666.91; Usda, Inv, 124963.00; Washington County Bank, Inv, 12500.00; Washington County Enterprise, Inv, 265.52; Washington County Register, Inv, 60.00; Wiese Plumbing, Svc, 600.00; Woodhouse Ford Inc, Inv, 4178.34; Wulf Grounds Maintenance Llc, Svc, 1502.00; Wunderlich, Jason, Ref, 50.00.

Melinda K. Rump, Mayor

ATTEST:

Brenda Wheeler, City Clerk

Seal

Council Meeting July 28, 2026

Permit List

08/04/2026

1/2

Permit	Type	Address	Applicant	Issued	Valuation
MS2026-00101	Fence	2350 HOLLOW RD BLAIR NE 68008	S&W FENCE LLC	7/2/26	\$12,347.00
RN2026-00017	Res New Construction	2894 SOUTHERN HILLS DR BLAIR NE 68008	EXTERIORS PLUS INC	7/2/26	\$257,630.00
ACC2026-00017	Accessory Structure	10480 CO RD 26 BLAIR NE 68008	BADJE, RICHARD & SHELLY	7/6/26	\$32,640.00
DE2026-00003	Demolition/Move	2011 S 25TH ST BLAIR NE 68008	KUBIE, JASON H	7/6/26	\$0.01
MS2026-00102	Roof/Siding	923 STONE CREEK DR BLAIR NE 68008	PINNACLE ROOFING LLC	7/6/26	\$19,000.00
MS2026-00103	Roof/Siding	795 N 3RD ST BLAIR NE 68008	MCKINNIS ROOFING & SHEET METAL LLC	7/7/26	\$26,545.00
DR2026-00008	Deck/Ramp	1087 SKYLINE DR BLAIR NE 68008	HARSIN BUILT CONSTRUCTION	7/8/26	\$9,720.00
MS2026-00104	Roof/Siding	13895 SPRING RIDGE LP BLAIR NE 68008	ANCHOR ROOFING & LANDSCAPING	7/9/26	\$29,700.00
CAR2026-00003	Com Addition/Remodel	1717 ADAMS ST ARBOR MIDDLE	PRAIRIE CONSTRUCTION	7/10/26	\$353,150.00
CR2026-00008	Com Remodel	312 N 16TH ST BLAIR NE 68008	BAKERS & PACKERS MILLWRIGHT	7/10/26	\$36,330.00
ACC2026-00021	Accessory Structure	200 ARTHUR ST BLAIR NE 68008	JOHNSON, COREY D & THERESA A	7/15/26	\$44,064.00
MS2026-00106	Roof/Siding	103 S 12TH ST BLAIR NE 68008	MCKINNIS ROOFING & SHEET METAL LLC	7/15/26	\$66,958.00
MS2026-00107	Miscellaneous Permit	2131 WRIGHT ST BLAIR NE 68008	RME CONCRETE	7/15/26	\$10,500.00
MS2026-00108	Miscellaneous Permit	403 W BARONAGE DR BLAIR NE 68008	BART MOORE SUBCONTRACTING INC	7/16/26	\$10,000.00
RM2026-00012	Res Remodel	1813 COLLEGE VIEW DR BLAIR NE 68008	CUCKLER WENDY WATKINS, BOB	7/16/26	\$27,984.00
MS2026-00109	Fence	2382 GRANT CIR BLAIR NE 68008	GREEN, MICHAEL T & KAREN S	7/20/26	\$4,500.00
MS2026-00110	Fence	1013 MARY BETH CIR BLAIR NE 68008	MEDUNA, BARBARA	7/21/26	\$18,000.00
ACC2026-00023	Accessory Structure	556 S 16TH ST BLAIR NE 68008	LUND, CHERILYN & NICOLE C	7/22/26	\$41,472.00
MS2026-00111	Fence	524 S 10TH ST BLAIR NE 68008	JENSEN LAWN SOLUTIONS	7/22/26	\$900.00
ACC2026-00022	Accessory Structure	119 E RIVERVIEW DR BLAIR NE 68008	LARIMORE, ANTHONY & KERRY	7/24/26	\$64,512.00
CR2026-00009	Com Remodel	224 S 8TH ST BLAIR NE 68008	FORMAL CONSTRUCTION	7/24/26	\$160,370.00
DR2026-00011	Deck/Ramp	1211 WESTRIDGE DR BLAIR NE 68008	HARSIN BUILT CONSTRUCTION	7/24/26	\$11,340.00
MS2026-00087	Roof/Siding	1616 GRANT ST BLAIR NE 68008	JAMS RENOVATIONS LLC	7/24/26	\$10,000.00

Permit List

08/04/2026

2/2

Permit	Type	Address	Applicant	Issued	Valuation
MS2026-00112	Miscellaneous Permit	1154 PARK ST BLAIR NE 68008	BART MOORE SUBCONTRACTING INC	7/24/26	\$3,000.00
MS2026-00113	Fence	1024 N 27TH ST BLAIR NE 68008	NATOSHA HEFLING	7/24/26	\$6,000.00
MS2026-00114	Fence	7352 S TERRACE TRL BLAIR NE 68008	KELBERLAU, AARON K & HEATHER S LIVING TR	7/24/26	\$20,107.00
SA2026-00011	Sign/Awning	1734 FRONT ST BLAIR NE 68008	DESIGN8 STUDIOS	7/24/26	\$2,000.00
MS2026-00116	Roof/Siding	1020 JAMES DR BLAIR NE 68008	MCCOY ROOFING LLC	7/28/26	\$39,696.00
MS2026-00117	Roof/Siding	7456 WINDHILL LN BLAIR NE 68008	MCCOY ROOFING LLC	7/28/26	\$26,000.00
SA2026-00013	Sign/Awning	330 N 16TH ST BLAIR NE 68008	INSTALL NATION	7/28/26	\$2,100.00
ACC2026-00024	Accessory Structure	1341 WILBUR ST BLAIR NE 68008	JOSEPH BJORNBERG	7/29/26	\$43,200.00
ACC2026-00025	Accessory Structure	10850 CO RD P29 BLAIR NE 68008	CHALUPA, NATHANIEL & LINDSAY M	7/31/26	\$4,800.00
MS2026-00105	Roof/Siding	717 N 12TH ST BLAIR NE 68008	HIGH POINT ROOFING NE	7/31/26	\$12,000.00
MS2026-00115	Fence	2328 LANDING LN BLAIR NE 68008	DAKOTA FENCE & DECK	7/31/26	\$6,000.00
SA2026-00014	Sign/Awning	2005 DAVIS DR BLAIR NE 68008	ARCHISTRUTURE LLC	7/31/26	\$3,120.00

CV Grand Total \$1,415,685.0
Total Permits: 35.00



Blair Volunteer Fire & Rescue Department

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BVFD July 2026 Response Time Report – Explanation of Mutual Aids

This report is intended to provide department leadership, elected officials, grant providers, and community stakeholders with a clear overview of the Blair Volunteer Fire Department's operational activity, response performance, and service trends. The information contained within this monthly report reflects emergency response data, staffing participation, mutual aid activity, and other key performance indicators that help demonstrate the department's ongoing commitment to public safety, accountability, and service to the Blair and Unincorporated Washington County community.

Explanation of Emergency Tones

Dispatch will tone (dispatch) a department out every 4 minutes until someone answers at their station. There will then be a 2nd tone. If no one answers by the time a 3rd tone is needed, dispatch immediately requests mutual aids to the next nearest department.

**WC 911 protocol is to automatically dispatch the next nearest department for any car accident, structure/building fire, and CPR in progress calls on the initial dispatch.*

Mutual Aid Breakdown - XX Mutual Aid Requests

00:00 – 07:00 Hours | 3 Requests

07:01-15:59 Hours | 6 Request

16:00 – 23:59 Hours | 1 Request

Friday July 10th at 01:26 AM – BVFD was dispatched for headache at Crowell Home Skilled Care – 5 BVFD personnel responded, treated, and transported the patient - 1 BVFD apparatus responded - Kennard was mutual aided by dispatch due to only 1 EMT being on the response board when it came time for a 2nd page. Kennard was cancelled before going en route.

Sunday July 12th at 03:41 AM – BVFD was dispatched for an unresponsive person at Crowell Home Skilled Care – 3 BVFD personnel responded, treated, and transported the patient - 1 BVFD apparatus responded – Kennard was mutual aided by dispatch due to only 1 person responding on the whose responding board, BVFD ended up transporting and Kennard was cancelled before arriving

Tuesday July 14th at 1:22 PM – BVFD was dispatched for chest pain at a business in the county jurisdiction of BVFD – 6 BVFD personnel responded, treated, and transported the patient - 1 BVFD apparatus responded – Fort Calhoun was mutual aided due to only 1 EMT being on the responding board when it came time for a 2nd page.



Established 1870

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Established 1964

Wednesday July 15th at 03:32 AM – BVFD was dispatched for a sick party at Carter Place – 2 BVFD personnel responded, treated, and transported the patient – 1 BVFD apparatus responded – Ft. Calhoun was mutual aided by dispatch due to only one person being on the whose responding response board. BVFD transported the patient and Fort Calhoun was cancelled.

Sunday July 19th at 12:40 PM - BVFD was dispatched for a sick party at Crowell Home SC – 7 BVFD personnel responded, treated, and transported the patient - 1 BVFD apparatus responded - Kennard was mutual aided by dispatch due to only 1 EMT being on the board when it came time for a 2nd tone. Kennard was cancelled before going en route.

Tuesday July 21st at 01:35 PM – BVFD was dispatched for a sick party at Johansen Manor – 4 BVFD personnel responded, treated, and transported the patient - 1 BVFD apparatus responded - Kennard was mutual aided due to only one BVFD personnel on the board when it came time for a second tone, BVFD handled the call and transported with assistance from Kennard

Thursday July 23rd at 08:37 AM – BVFD was dispatched for injured party from a fall at Good Shepherd SC – 4 BVFD personnel responded, treated, and transported the patient - 1 BVFD apparatus responded - Kennard was mutual aided by dispatch due to only 1 EMT being on the response board when it came time for 2nd tone, BVFD handled the call and Kennard was cancelled before going en route.

Saturday July 25th at 01:20 PM – BVFD was dispatched for an Automatic Fire Detection Signal at a residence within city limits – 3 BVFD personnel responded however could not respond due to all probationary members - Kennard was mutual aided and handled the call, it was a false alarm

Tuesday July 28th at 11:12 AM – BVFD was dispatched for a car accident near US Highway 75 and Power Lane – 11 BVFD personnel responded and treated 2 patients who refused transport - 1 BVFD apparatus responded - Fort Calhoun was mutual aided by dispatch due to the type of incident, they were cancelled before going en route.

Thursday July 30th at 4:00 PM – BVFD was dispatched for a car accident with parties pinned near County Road 22 and County Road 27 – 10 BVFD personnel responded, treated, and transported the patient - 3 BVFD apparatuses responded - Kennard was mutual aided by BVFD personnel when they answered the base radio due to the nature of the call and the party being pinned in the vehicle. Kennard was cancelled before arriving.



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BVFD July 2026 Response Time Report Continued

Total Calls for Service | 97

- 74 Medical | 76.3%
- 23 Fire-Related | 23.7%

Average Members Per Call | 5

Average Enroute Time

- July = 7 Minutes 20 Seconds
- June = 7 Minutes 21 Seconds
- May = 7 Minutes 32 Seconds
- April = 6 Minutes 43 Seconds
- March = 5 Minutes 49 Seconds
- February = 7 Minutes 40 Seconds
- January = 7 Minutes 5 Seconds

Average Time To On-Scene

- July = 9 Minutes 58 Seconds
- June = 9 Minutes 58 Seconds
- May = 9 Minutes 49 Seconds
- April = 9 Minutes 41 Seconds
- March = 8 Minutes 47 Seconds
- February = 10 Minutes 44 Seconds
- January = 9 Minutes 40 Seconds

Time Spent On Calls = 63 Hours, 41 Minutes

- 39 minutes, 24 Seconds Per Call Average

Call Location Distribution

79 Blair City | 81.4%

- 16 Fire-Related | 20.3 %
- 63 Medical | 79.7 %

Rural (Unincorporated Wash. Co.) 18 | 18.5%

- 5 Fire-related | 27.8%
- 13 Medical | 72.2%
 - o 7 Mutual Aid Calls to Neighboring Departments | 38.8%
 - 2 to Herman Fire Department
 - 1 to Fort Calhoun Fire Department



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- 1 to Arlington Fire Department
- 1 to Kennard Fire Department
- 2 to Missouri Valley Fire Department

Top Response Locations

22 Nursing Homes & Assisted Living Facilities | 22.6%

- 6 to Good Shepherd
 - 6 on Skilled Care Side
 - 0 on Assisted Living Side
- 10 to Crowell Home
 - 10 on Skilled Care Side
 - 0 on Assisted Living Side
- 2 to Carter House
- 4 to Johansen Manor

Other Locations:

- 4 to Angel Share Apartments
- 3 to Blair Housing Authority
- 2 to Cargill
- 1 Washington County Jail

Most EMS Primary Care Providers & Report Written

1. Bob Horst – 19
2. Amie Clausen – 10
3. Jake Dunn – 9
4. Dave Aten – 7
5. David McIntosh – 6
6. Brian Keller – 5
6. Skyler Puffer – 5
8. Derek Paper – 4
9. Ty Hernes – 3
9. Joe Maguire – 3

Most Dispatched Calls For Service

1. 12 – Automatic Fire Detection Signal
2. 11 – Injured Party from a Fall
3. 7 – Medical Nature Unknown
4. 7 – Sick Party
5. 7 – Chest Pain
6. 4 – Difficulty Breathing



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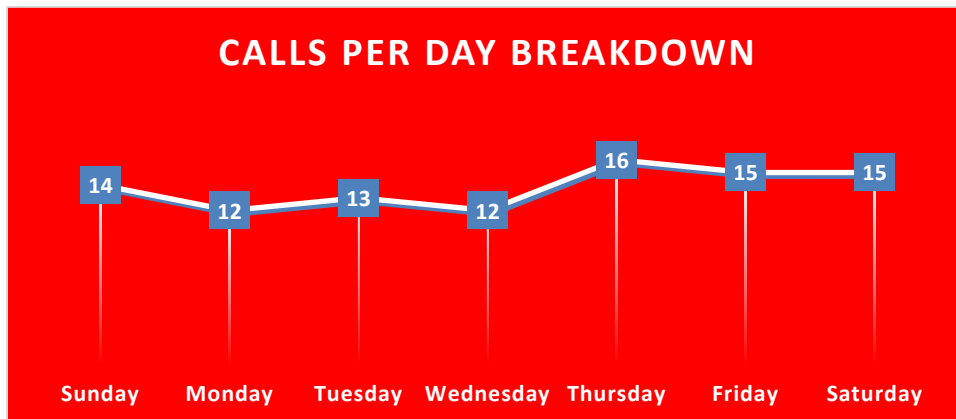


Established 1964

7. 4 – Medical Alert Alarm
8. 4 – Seizure
9. 3 – Heat Exposure
10. 3 – Authority Blair Police Department
11. 3 – Car Accident

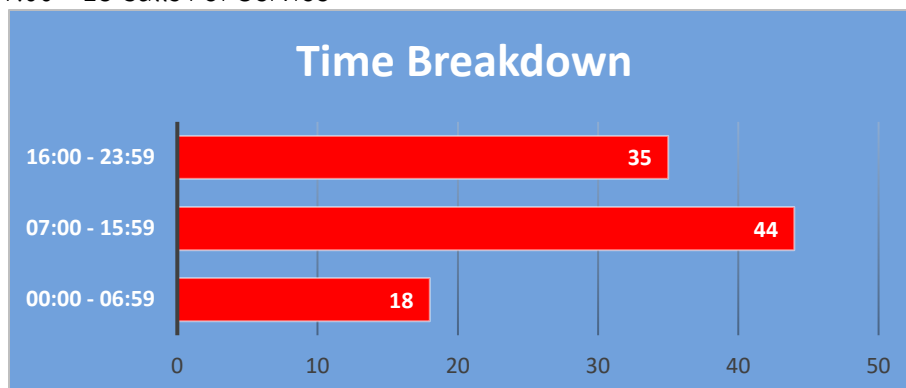
Busiest Days of The Week

1. Thursday – 16 Calls
2. Friday – 15 Calls
3. Saturday – 15 Calls
4. Sunday – 14 Calls
5. Tuesday – 13 Calls
6. Monday – 12 Calls
7. Wednesday – 12 Calls



Busiest Times of The Day

1. 07:01 – 15:59 = 44 Calls For Service
2. 16:00 – 23:59 = 35 Calls For Service
3. 00:01 – 06:59 = 18 Calls For Service



Date	Type	Time of Call	Disp	2nd	Enrt	Arr	Cancel	City/Rural	Disp to En route	Disp to Arr
6/1/2026	MED	10:00	10:00		10:08	10:10		CITY	08:00.0	10:00.0
6/2/2026	MED	02:28	02:28	02:35	02:39	02:40		CITY	11:00.0	12:00.0
6/2/2026	MED	10:14	10:14		10:18	10:21		CITY	04:00.0	07:00.0
6/2/2026	MED	12:21	12:21		12:27	12:29		CITY	06:00.0	08:00.0
6/2/2026	MED	12:37	12:37		12:46	12:47		CITY	09:00.0	10:00.0
6/3/2026	TC	12:06	12:06		12:10	12:10		CITY	04:00.0	04:00.0
6/3/2026	MED	12:55	12:55		12:58	12:59		CITY	03:00.0	04:00.0
6/3/2026	ALMMED	15:40	15:40	15:48	15:53	15:55		CITY	13:00.0	15:00.0
6/4/2026	MED	02:32	02:32		02:42	02:42		CITY	10:00.0	10:00.0
6/4/2026	MED	12:35	12:35		12:37	12:39		CITY	02:00.0	04:00.0
6/4/2026	FIRE	19:30	19:30		19:32	19:36		CITY	02:00.0	06:00.0
6/4/2026	MED	20:27	20:27		20:29	20:31		CITY	02:00.0	04:00.0
6/4/2026	MED	21:57	21:57		22:00	22:02		CITY	03:00.0	05:00.0
6/5/2026	MED	07:21	07:21		07:27	07:29		CITY	06:00.0	08:00.0
6/5/2026	MED	15:12	15:12		15:17	15:19		CITY	05:00.0	07:00.0
6/5/2026	MED	16:19	16:19		16:25	16:27		CITY	06:00.0	08:00.0
6/6/2026	MED	05:03	05:03		05:14	05:16		CITY	11:00.0	13:00.0
6/6/2026	MED	12:33	12:33		12:36	12:38		CITY	03:00.0	05:00.0
6/6/2026	MED	13:28	13:28				13:45	CITY		
6/6/2026	MED	13:46	13:46		13:47	13:50		CITY	01:00.0	04:00.0
6/6/2026	MED	15:14	15:14		15:17	15:21		CITY	03:00.0	07:00.0
6/6/2026	TC	15:46	15:46		16:48	16:54		CITY	02:00.0	08:00.0
6/7/2026	MED	12:57	12:57		13:04	13:06		CITY	07:00.0	09:00.0
6/7/2026	MED	23:47	23:47		23:54	23:55		CITY	07:00.0	08:00.0
6/8/2026	MED	16:02	16:02		16:08		16:13	COUNTY	06:00.0	
6/9/2026	ALMMED	04:09	04:09		04:17	04:21		CITY	08:00.0	12:00.0
6/9/2026	MED	10:27	10:27		10:32	10:36		CITY	05:00.0	09:00.0
6/9/2026	FIRE	12:55	12:55		13:00	13:09		COUNTY	05:00.0	14:00.0
6/9/2026	MED	20:29	20:29	20:34	20:39	20:40		CITY	10:00.0	11:00.0
6/10/2026	FIRE	00:44	00:44				01:14	COUNTY		
6/10/2026	FIRE	11:37	11:37				11:43	COUNTY		
6/11/2026	MED	00:33	00:33		00:43	00:44		CITY	10:00.0	11:00.0
6/11/2026	MED	05:59	05:59	06:04	06:11	06:12		CITY	12:00.0	13:00.0
6/11/2026	MED	11:15	11:15		11:23	11:24		CITY	08:00.0	09:00.0
6/11/2026	MED	13:57	13:57		14:04	14:06		CITY	07:00.0	09:00.0
6/12/2026	MED	03:17	03:17		03:26	03:27		CITY	09:00.0	10:00.0
6/12/2026	MED	11:26	11:26	11:31	11:33	11:35		CITY	07:00.0	09:00.0
6/12/2026	FIRE	13:48	13:48		13:54	13:56		CITY	06:00.0	08:00.0
6/12/2026	MED	14:49	14:49	14:55	14:56	14:58		CITY	07:00.0	09:00.0
6/12/2026	MED	17:38	17:38	17:43	17:49	17:51		CITY	11:00.0	13:00.0
6/12/2026	CPR	20:27	20:27		20:36	20:44		COUNTY	09:00.0	17:00.0
6/12/2026	FIRE	21:33	21:33		21:36	21:38		COUNTY	03:00.0	05:00.0

6/12/2026	MED	23:59	23:59		00:03	00:09		CITY		
6/13/2026	MED	04:25	04:25	04:36	04:44	04:46		CITY	19:00.0	21:00.0
6/13/2026	MED	19:45	19:45		19:51	19:53		CITY	06:00.0	08:00.0
6/14/2026	MED	08:08	08:08	08:18	08:15	08:18		CITY	07:00.0	10:00.0
6/14/2026	MED	09:09	09:09	09:17	09:19	09:20		CITY	10:00.0	11:00.0
6/14/2026	MED	09:48	09:48		09:49	09:56		COUNTY	01:00.0	08:00.0
6/14/2026	MED	12:13	12:13		12:22	12:24		CITY	09:00.0	11:00.0
6/14/2026	MED	12:17	12:17		12:24	12:26		CITY	07:00.0	09:00.0
6/14/2026	MED	13:04	13:04		13:06	13:08		CITY	02:00.0	04:00.0
6/14/2026	FIRE	15:46	15:46		15:52	15:55		CITY	06:00.0	09:00.0
6/14/2026	MED	17:16	17:16		17:24	17:26		CITY	08:00.0	10:00.0
6/15/2026	MED	08:14	08:14		08:19	08:21		CITY	05:00.0	07:00.0
6/16/2026	MED	21:29	21:29		21:34		21:34	CITY	05:00.0	
					21:37	21:40				
6/17/2026	AFDS	08:01	08:01				08:01	CITY		
6/17/2026	MED	12:49	12:49		12:50	12:51		CITY	01:00.0	02:00.0
6/17/2026	FIRE	12:58	12:58		13:02	13:05		COUNTY	04:00.0	07:00.0
6/17/2026	MED	14:32	14:32	14:38	14:35	14:37		CITY	03:00.0	05:00.0
6/17/2026	ALMMED	14:55	14:55		15:01	15:10		COUNTY	06:00.0	15:00.0
6/17/2026	MED	15:26	15:26		15:27	15:35		COUNTY	01:00.0	09:00.0
6/17/2026	MED	23:37	23:37		23:44	23:46		CITY	07:00.0	09:00.0
6/18/2026	MED	04:29	04:29		04:39	04:42		CITY	10:00.0	13:00.0
6/18/2026	MED	06:31	06:31		06:38	06:40		CITY	07:00.0	09:00.0
6/18/2026	TC	14:56	14:56		15:01	15:04		COUNTY	05:00.0	08:00.0
6/19/2026	MED	08:24	08:24		08:32	08:34		CITY	08:00.0	10:00.0
6/19/2026	TC	10:57	10:57	11:04	11:11	11:23		COUNTY	14:00.0	26:00.0
6/19/2026	MED	17:01	17:01		17:07	17:09		CITY	06:00.0	08:00.0
6/20/2026	FIRE	00:53	00:53		01:04	01:06		CITY	11:00.0	13:00.0
6/20/2026	FIRE	17:06	17:06				17:11	COUNTY		
6/20/2026	MED	22:41	22:41		22:46	22:49		CITY	05:00.0	08:00.0
6/21/2026	MED	03:58	03:58		04:08	04:11		CITY	10:00.0	13:00.0
6/21/2026	MED	08:36	08:36	08:41	08:49	08:51		CITY	13:00.0	15:00.0
6/21/2026	MED	13:11	13:11		13:18	13:20		CITY	07:00.0	09:00.0
6/21/2026	MED	19:29	19:29		19:35	19:36		CITY	06:00.0	07:00.0
6/21/2026	MED	21:52	21:52		21:58	22:00		CITY	06:00.0	08:00.0
6/22/2026	MED	11:28	11:28		11:33	11:33		CITY	05:00.0	05:00.0
6/22/2026	MED	13:49	13:49		13:54	13:55		CITY	05:00.0	06:00.0
6/23/2026	MED	06:00	06:00		06:08	06:09		CITY	08:00.0	09:00.0
6/23/2026	TC	10:44	10:44		10:49	10:52		COUNTY	05:00.0	08:00.0
6/23/2026	MED	16:45	16:45				16:51	CITY		
6/23/2026	TC	19:16	19:16		19:21	19:23		CITY	05:00.0	07:00.0
6/23/2026	MED	20:14	20:14		20:16	20:18		CITY	02:00.0	04:00.0
6/24/2026	MED	05:35	05:43		05:52	06:02		COUNTY	09:00.0	19:00.0
6/24/2026	MED	12:31	12:31		12:36	12:38		CITY	05:00.0	07:00.0

6/24/2026	FIRE	13:23	13:23		13:26	13:33		COUNTY	03:00.0	10:00.0
6/24/2026	MED	13:57	13:57		13:59	14:00		CITY	02:00.0	03:00.0
6/24/2026	MED	18:20	18:20	18:26	18:33	18:35		CITY	13:00.0	15:00.0
6/25/2026	FIRE	04:10	04:10		04:21	04:26		CITY	11:00.0	16:00.0
6/25/2026	MED	06:22	06:22		06:25	06:27		CITY	03:00.0	05:00.0
6/25/2026	MED	13:57	13:57		14:02	14:03		CITY	05:00.0	06:00.0
6/25/2026	MED	15:26	15:26	15:33	15:35	15:36		CITY	09:00.0	
6/25/2026	MED	17:04	17:04				17:05	CITY		
6/25/2026	MED	22:16	22:16		22:21	22:25		COUNTY	05:00.0	09:00.0
6/26/2026	MED	18:37	18:37		18:46	18:48		CITY	09:00.0	11:00.0
6/27/2026	MED	02:26	02:26		02:34	02:35		CITY	08:00.0	09:00.0
6/27/2026	MED	04:43	04:43		04:57	04:59		CITY	14:00.0	16:00.0
6/27/2026	MED	10:28	10:28	10:34				CITY		
6/27/2026	MED	17:46	17:46	17:51	17:57	17:58		CITY	11:00.0	12:00.0
6/28/2026	MED	10:54	10:54				11:00	CITY		
6/28/2026	TC	12:55	12:55		13:01	13:01		CITY	06:00.0	06:00.0
6/28/2026	AFDS	18:33	18:33				18:34	COUNTY		
6/28/2026	MED	20:32	20:32				20:37	COUNTY		
6/29/2026	MED	05:40	05:40		05:50	05:52		CITY	10:00.0	12:00.0
6/29/2026	TC	15:47	15:47		15:55	15:58		CITY	08:00.0	11:00.0
6/30/2026	AFDS	11:38	11:38				11:41	CITY		
6/30/2026	MED	20:26	20:26	20:30	20:34	20:36		CITY	08:00.0	10:00.0
6/30/2026	MED	20:55	20:55		21:02	21:03		CITY	07:00.0	08:00.0
6/30/2026	MED	21:49	21:49		21:52	21:55		CITY	03:00.0	06:00.0

AVERAGE 07:20.6 09:58.1

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the
suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☐ Village Board Chairperson ☐ of _____
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☐ Village ☐ of _____
(Check one box) (Print name of municipality)

hereby certifies that it:

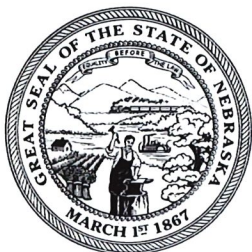
- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor ☐ Village Board Chairperson ☐ (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)



Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759

Lincoln NE 68509

or email to ndot.blshelp@nebraska.gov

ORDINANCE NO.

COUNCIL MEMBER ---- INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE REZONING TAX LOTS 143, 145 AND 146 ALL LOCATED IN SECTION 23, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA FROM RM-RESIDENTIAL MEDIUM DENSITY DISTRICT TO A/CH AGRICULTURAL/HIGHWAY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

SECTION 1. That the zoning designation of Tax Lots 143, 145 and 146 all located in Section 23 City of Blair, Washington County, Nebraska, be amended from RM-Residential Medium Density District to A/CH Agricultural/Highway Commercial District, as shown in **EXHIBIT A**.

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

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

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

PASSED AND APPROVED ON THE 28TH DAY OF JULY 2026.

CITY OF BLAIR, NEBRASKA

BY: _____

MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Ordinance was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 28th day of July 2026.

BRENDA WHEELER, CITY CLERK

Brenda Wheeler

Subject: FW: Soderberg Zoning Changes: Tax Lots 143, 145 & 146

From: Troy Soderberg <tsoderberg75@gmail.com>
Sent: Wednesday, July 29, 2026 1:28 PM
To: Jeff Beiermann <jbeiermann@blairne.gov>
Cc: Phil Green <pcgreen@blairne.gov>
Subject: Re: Zoning Changes: Tax Lots 143, 145 & 146

Hi Jeff,

We are not opposed to the rezoning. We are currently under contract with a developer.

Thank you for the information.

Troy

On Wed, Jul 29, 2026 at 10:54 AM Jeff Beiermann <jbeiermann@blairne.gov> wrote:

Good Afternoon, Mr. Soderberg,

Here is the latest information concerning the rezoning of the tax lots owned by you and your father's estate:

The Planning Commission recommended approval of rezoning only **Tax Lot 145** (the parcel without a house) to **A/CH – Agricultural/Highway Commercial** at their July 7 meeting.

At last night's City Council meeting, the Council approved rezoning all three lots to Commercial, but only on **first reading**. This means the matter will come before the City Council again on **August 11, 2026**.

The Council took this action because it wanted additional public input.

At the August 11 meeting, the Council will have the option of:

- Approving the rezoning as currently proposed;
- Modifying the number of tax lots to be rezoned; or
- Denying the rezoning request altogether.

Following the vote, the Council may require a third reading, which would delay final action until **August 25, 2026**. Alternatively, the Council may waive the third reading and make the August 11 vote final.

Are you still opposed to the rezoning of all three tax lots?

Regards,

Jeff Beiermann

Jeff Beiermann, MPA

Community Development Director

[1516 Grant St](#)

[Blair, NE 68008](#)

Phone: 402-426-6688



www.BlairNE.gov

EXECUTIVE SUMMARY – Zoning Change

Tax Lots 143, 145 & 146 – Soderberg

2645 US Highway 30 and 9325 State Highway 133

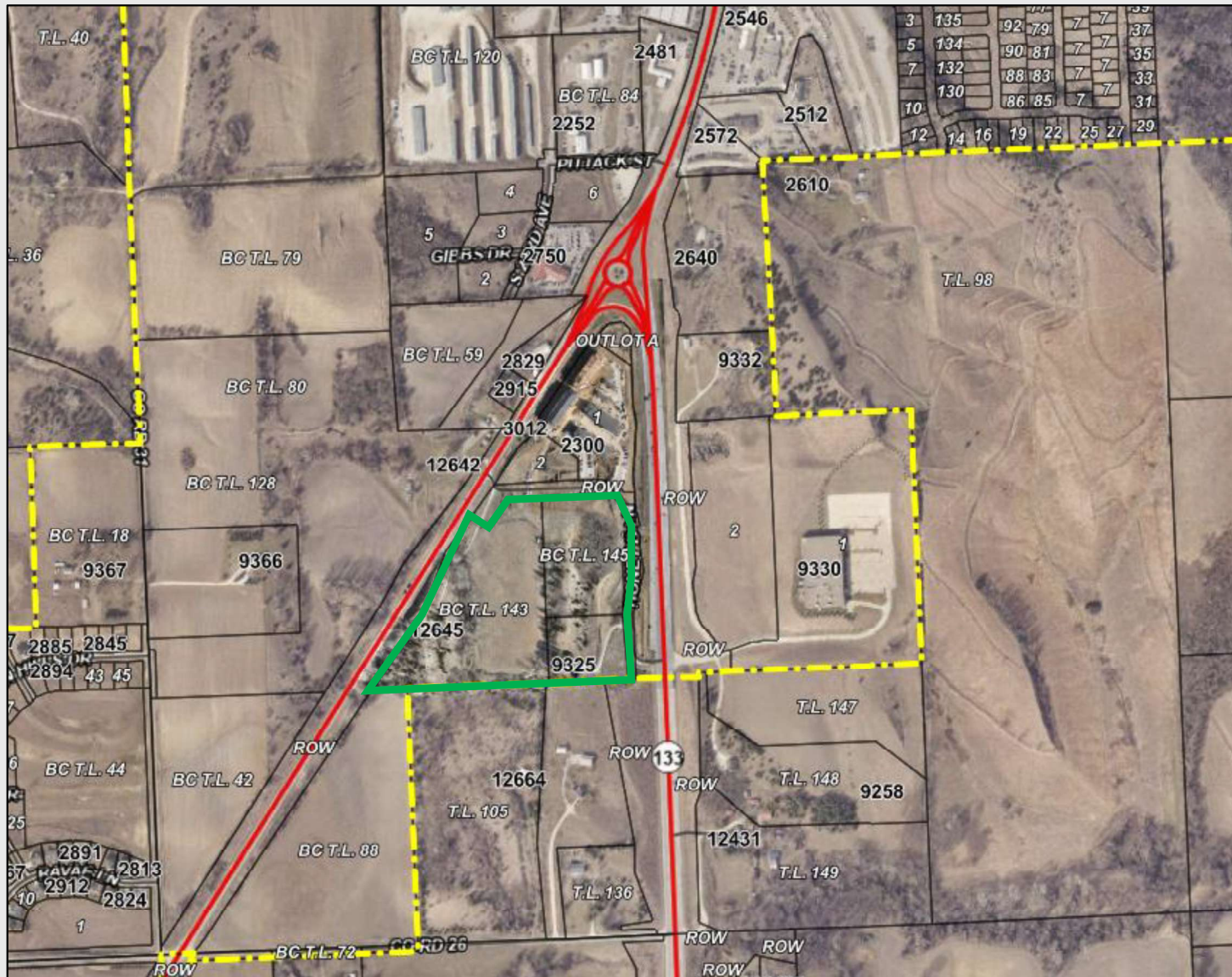
The subject properties are currently zoned **RM – Medium Residential**. The Future Land Use Map designates the properties as **Commercial**, which is inconsistent with the current zoning classification.

The request is to rezone the subject properties from **RM – Medium Residential** to **A/CH – Agricultural/Highway Commercial**. The proposed rezoning is consistent with the contiguous and surrounding A/CH – Agricultural/Highway Commercial zoning districts and would create a more uniform zoning pattern in the area.

The Future Land-Use Map indicates land be used for Commercial zoning.

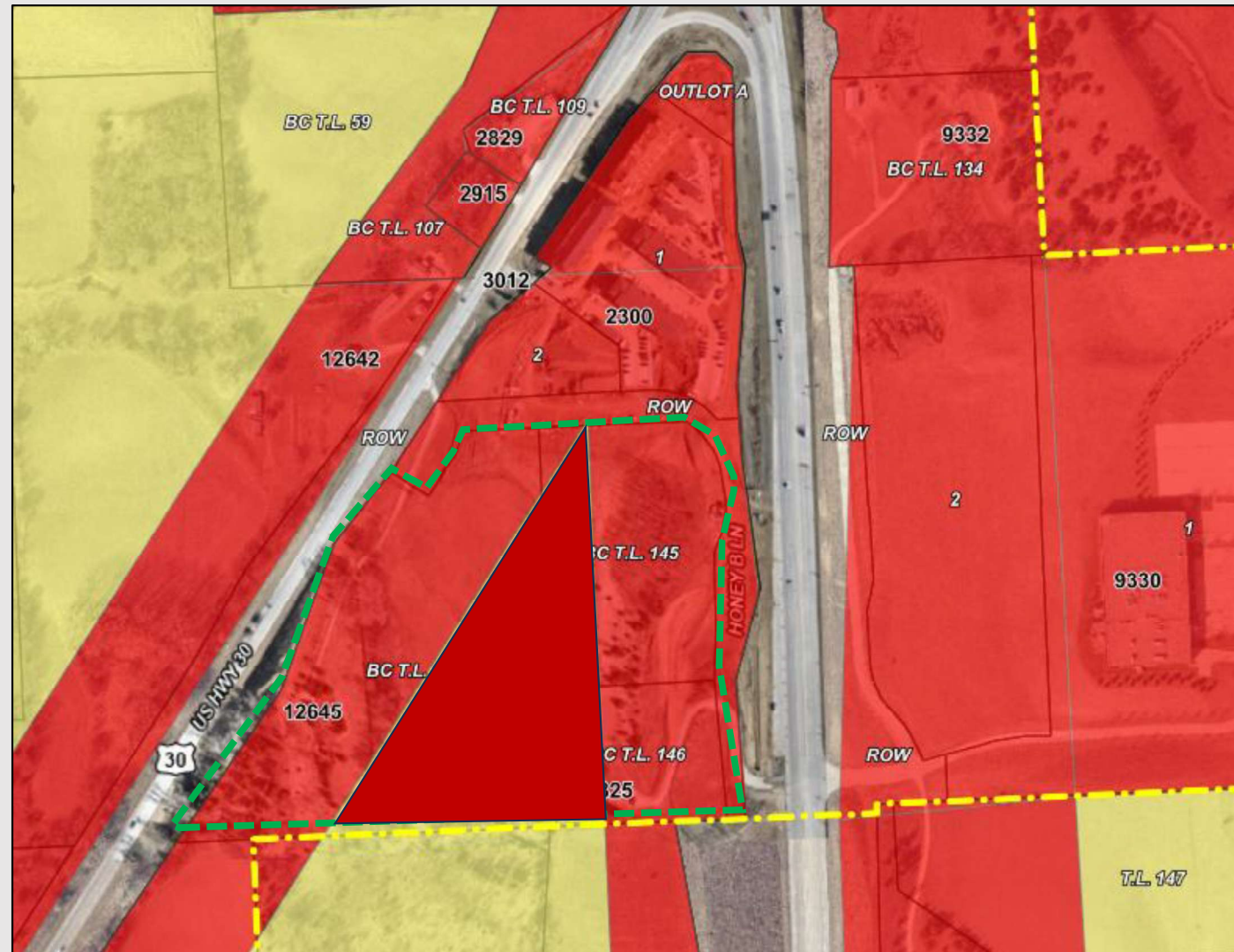
Two of the subject tax lots are currently developed with single-family dwellings. These residences would become legal, nonconforming uses and would be permitted to remain. Should either dwelling be damaged or destroyed beyond 50 percent of its value, reconstruction would be subject to the requirements of the zoning ordinance.

This is a city-initiated rezoning request. Staff finds that the proposed zoning designation is consistent with the Future Land Use Map and represents the highest and best use of the subject properties given their location and surrounding land uses.

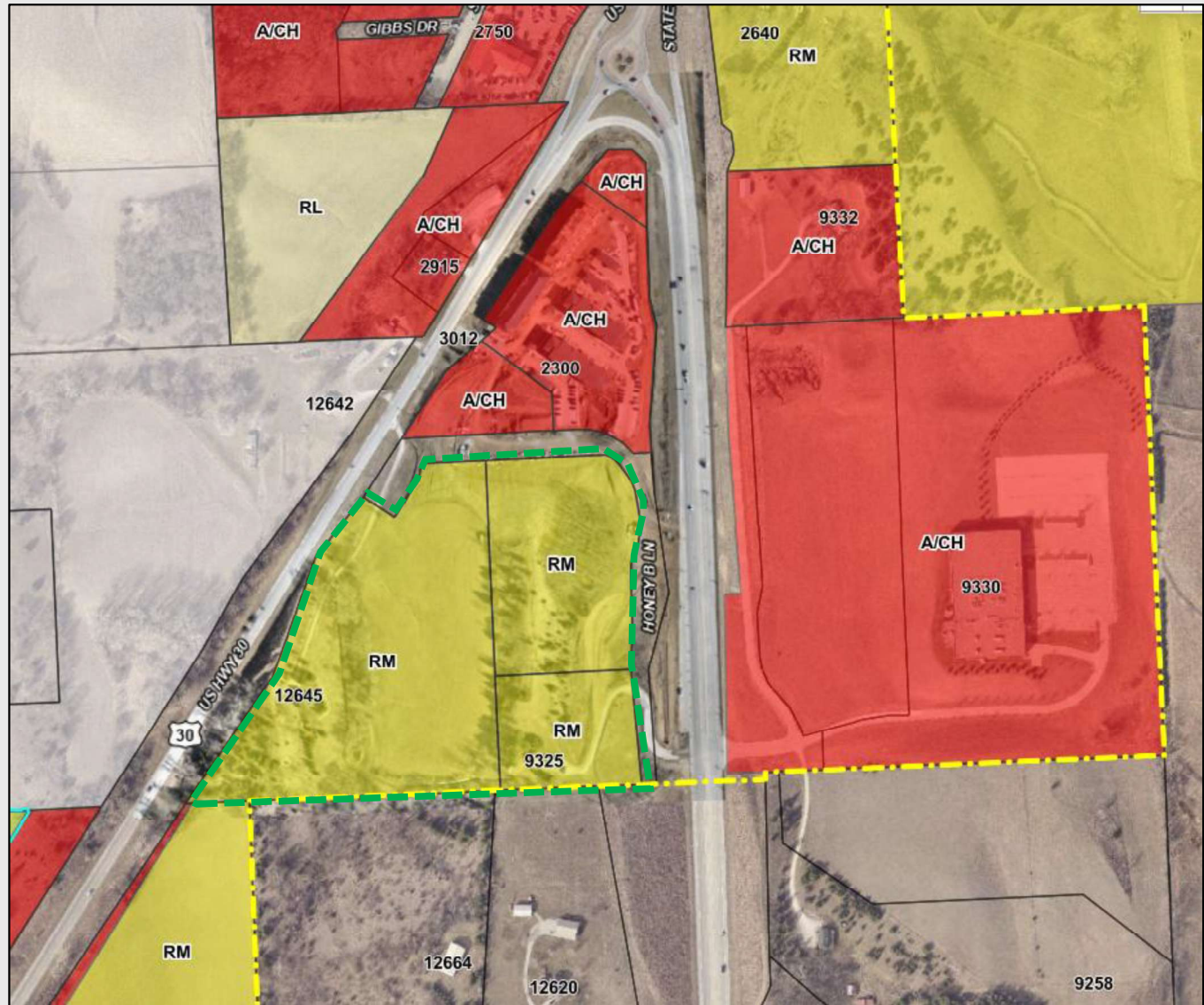




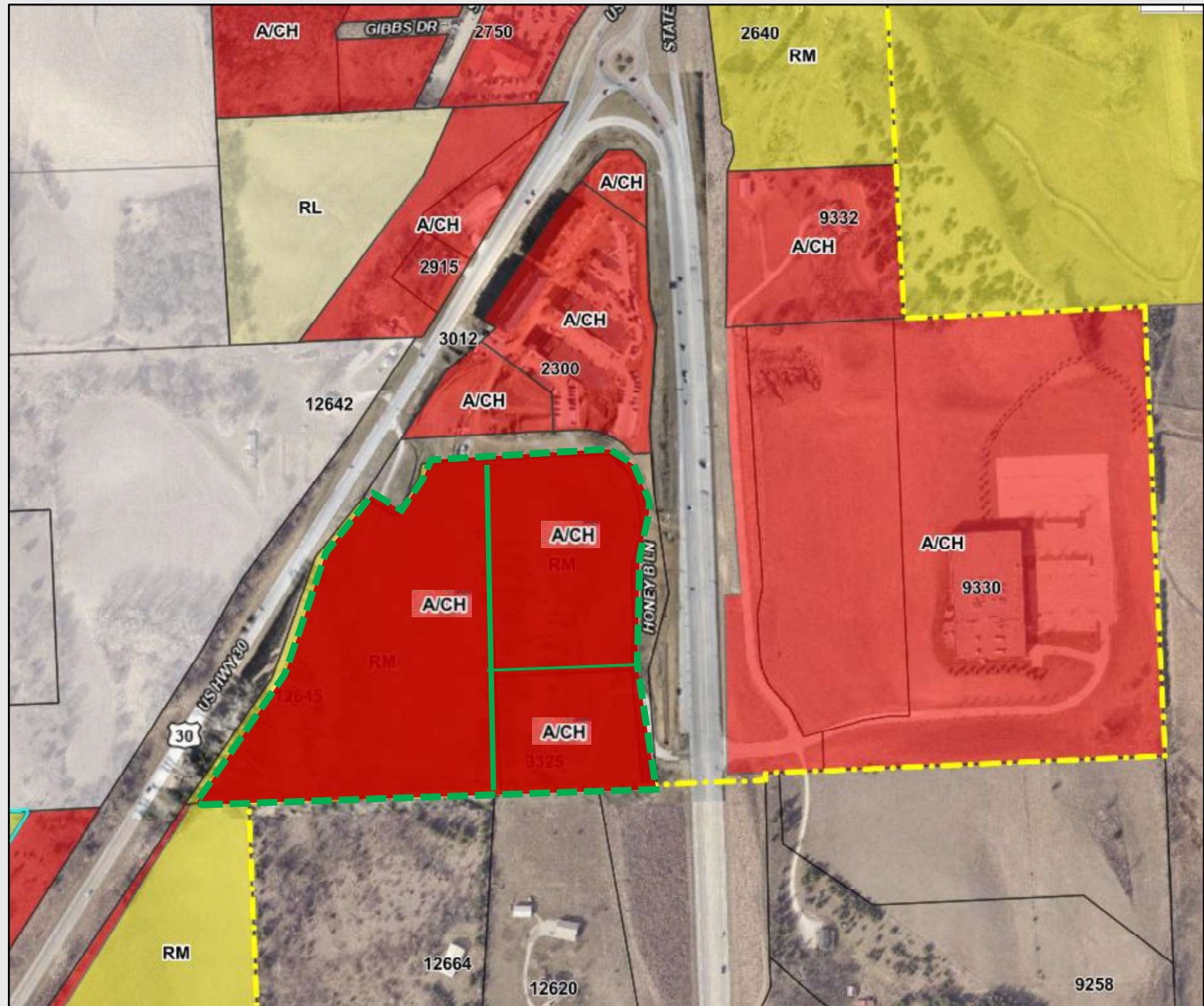
UPDATED FUTURE LAND- USE MAP



CURRENT ZONING



PROPOSED ZONING



Brenda Wheeler

From: Jeff Beiermann
Sent: Tuesday, July 28, 2026 3:26 PM
To: Paul Christensen
Cc: Brenda Wheeler
Subject: RE:

[Report This Email](#)

Received. Thank you. This will be forwarded to the City Council, Mayor and City Administrator Green today.

Regards,

Jeff

Jeff Beiermann, MPA
Community Development Director
1516 Grant St
Blair, NE 68008
Phone: 402-426-6688



www.BlairNE.gov

From: Paul Christensen <pkcclc26@gmail.com>
Sent: Tuesday, July 28, 2026 15:20
To: Jeff Beiermann <jbeiermann@blairne.gov>
Subject:

Dear Mr. Biermann, Mr. Green and Blair City Council members,

Please note this email as it relates to the following two items on the agenda this evening:

- Changes to the future land use map
- Changes to current zoning

Our property, located at 12664 County Road 26, is adjacent to the proposed future land use map and zoning changes regarding the Soderberg property. Our north lot line borders your proposed rezoning to commercial use as part of “the triangle” as shown within the Soderberg property map. Accordingly, your own housing committee identified our property as highly desirable for future residential development for Blair. With that, we do not agree with changing the adjacent future land use from residential to commercial as such change would detract from the desirability of future residential development. In our opinion, any changes to the rezoning of the Soderberg

property should be tabled and taken into consideration when new potential owners purchase the property as any new owner should have input to the type of zoning that best suits their needs.

Secondly, any changes to the future land use map would be best served to be made when the comprehensive plan is updated.

Thank you for your time,

Paul and Cindy Christensen
Owners 12664 Count Road 26
Blair, Nebraska

ORDINANCE NO.

COUNCIL MEMBER ---- INTRODUCED THE FOLLOWING ORDINANCE:

AN ORDINANCE TO AMEND THE BLAIR CITY MUNICIPAL CODE, CHAPTER 1, ARTICLE 3 RELATING TO APPOINTED CITY OFFICIALS; UPDATING THE POWERS, DUTIES AND RESPONSIBILITIES OF CERTAIN APPOINTED POSITIONS; ELIMINATING OBSOLETE PROVISIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AND PUBLISHING IN PAMPHLET FORM.

WHEREAS, the Mayor and City Council find that certain provisions of Chapter 1, Article 3 of the Blair Municipal Code relating to appointed officials, administrative authority, and departmental organization have become outdated and no longer accurately reflect the City's current administrative structure and operational need, and

WHEREAS, The Mayor and City Council further find that it is in the best interest of the City to clarify and modernize the powers, duties, responsibilities, and reporting relationships of appointed officials; eliminate obsolete or redundant provisions; provide greater administrative efficiency and accountability; accurately reflect current organizational practices; and ensure the Municipal Code remains consistent with Nebraska law and the effective administration of municipal government.; and

WHEREAS, The specific amendments adopted by this Ordinance are set forth in the attached Exhibit A, entitled "Chapter 1, Article 3 - Appointed Officials," which is incorporated herein by reference as though fully set forth. Exhibit A identifies the revised code language proposed for approval and adoption by the Mayor and City Council.

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

This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED ON THE 11th day of August 2026.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

[illegible]

BRENDA WHEELER, hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Ordinance was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 11th day of August 2026.

BRENDA WHEELER, CITY CLERK

RESOLUTION NO.

COUNCIL MEMBER ---- INTRODUCED THE FOLLOWING RESOLUTION:

A RESOLUTION SUPPORTING THE RECOGNITION OF THE GEOGRAPHIC FEATURE CURRENTLY IDENTIFIED AS AN UNNAMED TRIBUTARY WATERWAY AS "CARTER VALLEY CREEK" AND SUPPORTING CONSIDERATION OF THAT NAME BY THE UNITED STATES BOARD ON GEOGRAPHIC NAMES

WHEREAS, the City of Blair recognizes the importance of preserving local history and maintaining clear and consistent geographic references for public safety, planning, environmental management, engineering, recreation, education, and historical recordkeeping; and

WHEREAS, a tributary waterway located within and adjacent to the Carter Valley area of Washington County, Nebraska, is not known to have an officially recognized geographic name in federal records and has commonly been referred to as a "no-name creek" or unnamed tributary; and

WHEREAS, the area through which the waterway flows has long been associated with the name "Carter Valley," a geographic and cultural landscape known to residents of the Blair area and Washington County; and

WHEREAS, the designation "Carter Valley Creek" reflects the established local identity of the surrounding valley and provides a meaningful geographic association that is one of the former names for this area before the City of Blair was created in 1869; and

WHEREAS, assigning an official name to the waterway will improve consistency among maps, planning documents, engineering reports, environmental studies, emergency management resources, public infrastructure records, educational materials, and future development planning efforts; and

WHEREAS, the City of Blair has determined that the proposed name "Carter Valley Creek" is locally appropriate, geographically descriptive, non-duplicative within the immediate area to the best of the City's knowledge, and reflective of the historical character of the surrounding landscape; and

WHEREAS, the United States Board on Geographic Names is the federal authority responsible for standardizing geographic names used by the federal government and considers recommendations from local governments and stakeholders when evaluating naming proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA: that the City of Blair formally supports the designation of the currently unnamed tributary waterway associated with the Carter Valley area as "Carter Valley Creek" and the proposed name is geographically appropriate and reflects the long-recognized Carter Valley area. This Resolution is hereby adopted and accepted by the City of Blair and the Mayor and City Clerk are hereby authorized and directed to execute same on behalf of the municipality. The City Clerk or her designee is authorized to provide copies of this Resolution to appropriate county, state, regional, and federal agencies, including entities participating in the geographic naming review process.

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 _____ AND VOTING ‘NAY,” THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 11TH DAY OF AUGUST 2026.

CITY OF BLAIR, NEBRASKA

BY _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

BRENDA WHEELER hereby certifies that she is the duly appointed, qualified and acting City Clerk of the City of Blair, Nebraska, and that the above and foregoing Ordinance was passed and adopted at a regular meeting of the Mayor and City Council of said City, held on the 11th day of August 2026.

BRENDA WHEELER, CITY CLERK



PAPIO
MISSOURI RIVER
NATURAL RESOURCES DISTRICT

July 9, 2026

To Whom It May Concern:

Papio-Missouri River Natural Resources District supports the proposed naming of the currently unnamed stream bisecting the south portion of Blair as **Carter Valley Creek**.

This name honors the historic **Carter Valley School** and recognizes **Carter Valley**, the name by which this area was known prior to the establishment and growth of the City of Blair in the late 1860s.

Naming the creek Carter Valley Creek would preserve an important piece of local history, acknowledge the area's early educational and community heritage, and provide a meaningful geographic identifier that reflects the cultural identity of the surrounding landscape.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Winkler', with a large, stylized initial 'J'.

John Winkler
General Manager
Papio-Missouri River Natural Resources District



July 28, 2026

To Whom It May Concern:

The Washington County Historical Association enthusiastically endorses naming the unnamed creek Carter Valley Creek.

Three Carter brothers, Thomas Marion, Jacob, and Alexander, were the first settlers on this land in 1855. By 1866, fourteen Carter families, all from Ohio, settled in Carter Valley. They were all hard-working, energetic pioneers with large families.

Thomas Marion built the first log school on the unnamed creek in 1866. The school served as the stagecoach stop for passengers and for mail.

In 1869, John Insley Blair, the railroad entrepreneur from New Jersey, bought out the Carters and established his town, Blair. At first, the Carters were reluctant to sell, but they realized the railroad would expand the territory to the benefit of all.

The Carter family had a significant impact on the City of Blair. It would be most appropriate to honor the family with the Carter Valley Creek.

Sincerely,

A handwritten signature in black ink that reads "Donna Henton".

Donna Henton, Chair of
Board of Directors
Washington County Historical Association
PO Box 25 102 N 14
Fort Calhoun, NE 68023
402 468 5740

RESOLUTION NO. 2026-

COUNCIL MEMBER ---- INTRODUCED THE FOLLOWING RESOLUTION:

A RESOLUTION APPROVING AN AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE BLAIR COMMUNITY CENTER STUDY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Blair desires to evaluate options for restoring and improving the second floor of the Blair City Hall Building as a safe, accessible, and functional community event and civic space; and

WHEREAS, The City has determined that professional architectural and planning services are necessary to assess facility needs, building code requirements, accessibility improvements, space utilization, conceptual design alternatives, and potential project costs associated with the proposed improvements; and

WHEREAS, JEO Consulting Group, Inc. has submitted a Professional Services Agreement to provide information gathering, programming, planning, conceptual design services, opportunities for public input, and preparation of conceptual plans and cost opinions for the Blair Community Center Study; and

WHEREAS, The proposed agreement provides for the completion of such services for a lump-sum fixed fee of Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, The City Council finds that entering into the agreement is in the best interests of the City and its residents and will assist the City in evaluating future improvements and long-term planning opportunities for the Blair Civic Building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA: that the Professional Services Agreement between the City of Blair and JEO Consulting Group, Inc. for the Blair Community Center Study, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City of Blair, and the City Clerk is authorized to attest to the Mayor's signature and take such actions as are necessary to carry out the intent of this Resolution.

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 _____ AND VOTING "NAY," THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 11TH DAY OF AUGUST 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 11th day of August 2026.

BRENDA WHEELER, CITY CLERK



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

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

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

Blair Community Center Study (“Project”).

JEO Project Number: TBD

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$30,000 lump-sum fixed fee.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

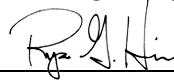
4.02 Total Agreement

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

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

Client: City of Blair, NE

JEO Consulting Group, Inc.



By: _____

By: Ryan Hier, AIA

Title: _____

Title: Architect / Project Manager

Date Signed: _____

Date Signed: 05/26/2026

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street – Suite 500

Lincoln, NE 68503



SCOPE OF SERVICES BLAIR COMMUNITY CENTER STUDY

The scope of services for the Blair Community Center Study is limited initially to efforts that surround programming of the building spaces, architectural concept design(s) and gathering community input. The fundamental and basic criteria of this study is for JEO to provide design options to the City for future planning purposes.

YOUR PROJECT:

The Blair Civic Building was built in 1912 as the city's fire station and was acquired by the city in the 1920s. For many decades, the second floor—approximately 7,000 square feet—served as a banquet hall and assembly space for weddings, receptions, fundraisers, civic events, public meetings, and community gatherings. In 2008, the city was required to close the second floor to the public due to a lack of fire suppression, inadequate ADA accessibility, non-compliant restrooms, and a staircase that did not meet modern building codes. Today, the space remains vacant and is used only for record storage.

The City of Blair (CLIENT) is looking to hire an Architectural Consultant, JEO Architecture, Inc. (JEO) to assist with a feasibility study. The proposed study will evaluate options to restore the second floor as a safe, accessible, and functional civic space to be used for future public and private events. The study will assess ADA accessibility, life-safety and building code requirements (fire suppression and means of egress), space layout alternatives, and functional needs, including kitchen amenities, storage, and audio-visual equipment. A high-level cost opinion will also be prepared to inform future decision-making.

SCOPE OF SERVICES:

JEO proposes to provide a defined scope of services as follows:

1. Information Gathering:

- a. JEO will review the existing community center facilities and analyze the building's available space.
- b. JEO will assist with documenting the existing building conditions.
- c. For this initial information gathering phase of the project JEO has included one site visit/meeting.

2. Programming/Planning and Conceptual Design Services:

- a. JEO will assist by identifying and prioritizing project programming needs, goals and visions for the community center project. JEO will conduct a meeting with key personnel to gain fundamental programming and planning information (meeting to be coordinated with Phase 1 site visit/meeting).
- b. JEO shall provide Conceptual Design Documents based on an established program.
- c. The Conceptual Design Documents shall illustrate and describe the design of the project by establishing the scope, relationships, forms, size and appearance.
- d. At approximately 60% complete with the study, JEO will provide an opportunity for public input and feedback.
- e. JEO will take initial programming and design information along with the public information that is gathered and begin developing a final conceptual design.
- f. Upon completion of the final conceptual design, JEO shall provide a preliminary opinion of cost based on the scope of work and current square foot cost for construction of similar projects.

- g. Deliverables: conceptual floor plan(s), cost opinion(s), and other graphic design illustrations as deemed suitable for the conceptual design study.
- h. For this phase of the project JEO has included one additional site visit/meeting to present the final study.

TERMS AND CONDITIONS:

1. **Compensation:** JEO shall provide the Information Gathering, Programming / Planning and Conceptual Design services for a **lump-sum fixed fee of \$30,000.00.**
2. **Reimbursable Expenses:** All reimbursable expenses related to this project are included in the lump sum fee.
3. **Contract Time:** The Basic Services of this agreement shall be completed within a reasonable time as determined by the Owner and Architect.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

and defend JEO for any claims that may arise out of such unauthorized use.

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

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

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

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

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

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

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

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

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

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

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

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

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

c. General Liability

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

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

d. Auto Liability

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

e. Excess or Umbrella Liability

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

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

f. Professional Liability:

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

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

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

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

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

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment

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

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

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

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

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

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

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

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

possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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

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

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



CITY OF BLAIR

To: Mayor and City Council
From: David Scott and Brenda Wheeler
RE: Implementation of Online Code Hosting and Codification Services

For many years, the City Clerk's Office has maintained and codified the City's municipal code, zoning regulations, and subdivision regulations. These documents are currently stored in Laserfiche and available online; however, staff have researched alternatives that would provide enhanced legal review, improved public accessibility, and more efficient code maintenance. To save valuable time and liability most cities are using a service provider for this process. The two most used companies are Civic Plus and American Legal.

Below are the costs from the two vendors we solicited:

Municipal Code:

American Legal	\$11,095
Civic Plus	\$15,700

Planning & Zoning code:

American Legal	\$1,295
Civic Plus	\$1,000

Subdivision code:

American Legal	\$295
Civic Plus	\$500

Annual hosting fees for all three areas of city code:

American Legal	\$1,785
Civic Plus	\$2,850

After evaluating available options, we are recommending entering into an agreement with American Legal Publishing for the following reasons:

- **Comprehensive Legal Review:** The City's municipal code has not undergone a comprehensive legal review for compliance with state statutes since the late 90's or early 2000's. American Legal employs professional legal editors who review and update local codes to help ensure consistency with current state and federal laws.
- **Improved Public Access and Searchability:** While the City's code documents are currently available through Laserfiche, the platform is limited in its ability to provide a user-friendly, searchable code database. American Legal will host the municipal code, zoning regulations, and subdivision regulations on a single online platform that allows staff and residents to easily search, read, and cross-reference provisions from any device.
- **Ongoing Code Maintenance:** American Legal will incorporate newly adopted ordinances directly into the appropriate sections of the code, ensuring that the online version remains current and organized. This service provides a consistent and efficient process for maintaining the City's legislative documents



- **Transparency and Historical Access:** The online hosting platform will provide public access to the most current version of the City's code while maintaining archived versions for historical reference. This increased accessibility promotes transparency and allows residents to easily track changes over time.

The project costs may be paid over a three-year schedule with 30% due upon contract execution, 30% due within 30 days of receipt of the draft manuscript, and the remaining balance due within 30 days of delivery of the completed code.

Either company needs approximately 12-18 months to complete the initial process of reviewing and recodification process of all the City of Blairs ordinances, so we feel it is important to address this at this time.

Recommendation: Staff recommends approval of an agreement with American Legal Publishing for codification, legal review, and online hosting services for the City's municipal code, zoning regulations, and subdivision regulations.



RESOLUTION NO. 2026-

COUNCIL MEMBER ---- INTRODUCED THE FOLLOWING RESOLUTION:

A RESOLUTION APPROVING A CODIFICATION AGREEMENT WITH AMERICAN LEGAL PUBLISHING, L.L.C. FOR THE RECODIFICATION OF THE CITY OF BLAIR MUNICIPAL CODE AND THE CONVERSION OF THE CITY'S ZONING AND SUBDIVISION REGULATIONS TO AN ONLINE FORMAT.

WHEREAS, the City of Blair maintains a Municipal Code of Ordinances, Zoning Regulations, and Subdivision Regulations that require periodic updating and organization to ensure accuracy, accessibility, and consistency; and

WHEREAS, American Legal Publishing, L.L.C., has submitted a proposal and Codification Agreement to provide municipal code recodification services, including a comprehensive legal review, indexing, cross-references, formatting, and online publication services; and

WHEREAS, the proposal provides for recodification of the City's Municipal Code at a base cost of Eleven Thousand Ninety-Five Dollars (\$11,095.00), together with associated hosting and supplemental service options; and

WHEREAS, the City desires to include the conversion of its existing Zoning Regulations to American Legal Publishing's online format at a one-time cost of One Thousand Two Hundred Ninety-Five Dollars (\$1,295.00) and online hosting at an annual cost of Four Hundred Ninety-Five Dollars (\$495.00); and

WHEREAS, the City further desires to include conversion of its existing Subdivision Regulations to American Legal Publishing's online format at a one-time cost of Four Hundred Ninety-Five Dollars (\$495.00) and online hosting at an annual cost of Two Hundred Ninety-Five Dollars (\$295.00); and

WHEREAS, the City Council finds that the services proposed by American Legal Publishing will improve public access to the City's ordinances and regulations and assist in maintaining an accurate and up-to-date code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, AS FOLLOWS: 1) The Codification Agreement between the City of Blair and American Legal Publishing, L.L.C., substantially in the form presented to the City Council, is hereby approved and 2) The Mayor is authorized to execute the Codification Agreement and any related documents necessary to carry out the intent of this Resolution, and the City Clerk is authorized to attest the same.

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 _____

AND VOTING ‘NAY,” THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 11TH DAY OF AUGUST 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 11th day of August 2026.

BRENDA WHEELER, CITY CLERK

Ordinance Recodification Proposal

Blair, Nebraska



CITY OF BLAIR



American Legal Publishing
525 Vine Street, Suite 310
Cincinnati, Ohio 45202
[www. amlegal.com](http://www.amlegal.com)

Colleen T. Engle
Account Manager
cengle@amlegal.com
714.348.9529

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July 30, 2026

Ms. Brenda Wheeler
City Clerk
218 S 16th Street
Blair, NE 68008

Dear Ms. Wheeler:

Thank you for requesting a recodification proposal for your City of Blair Municipal Code. Based on my research, I have drawn up the following recodification cost proposal for the City of Blair. This proposal includes a full legal review.

We have updated your prior cost proposal to encompass the recodification/conversion of the existing Blair Zoning Regulations and/or Blair Subdivision Regulations. The costs associated with these additions to the project scope are lined out in this proposal and on the contract.

Our recodification process includes incorporating all permanent nature ordinances, creating an index and tables as needed, formatting the pages into a new typestyle, including single column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistencies between sections in the code and inconsistencies with the code and state and federal statutes. We will update model language in your code that was derived from state statutes if the state made changes to the statutes. A sample of a legal review report is provided for your review.

American Legal Publishing works with over 3,500 clients across the United States. Some of our major clients across the country include Philadelphia, Los Angeles, Chicago, Dallas, Boston, New York and Honolulu. As a partner with your League of Nebraska Municipalities, we are the choice codifier across Nebraska. We provide services to over 60 municipalities across Nebraska, including Grand Island, Scottsbluff and Bellevue.

Should you have any questions about the proposal, please do not hesitate to call me.

Best Regards,

A handwritten signature in black ink that reads 'Colleen T. Engle'.

Colleen T. Engle
Account Manager
cengle@amlegal.com
714.348.9529

2. BUSINESS PROFILE

American Legal Publishing 525 Vine Street, Ste 310 Cincinnati, OH 45202 PH: 800-445-5588 www.amlegal.com	Contract Manager: Amy Oaks Director of Operations aoaks@amlegal.com
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American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee owned corporation. Earlier this year, American Legal became a member of the International Code Council family of solutions. Our employees are self-motivated, knowing that the quality of each project enhances their future, as well as that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve over 3,500 local government clients across the country. Our ability to service large clients (**Grand Island, Bellevue, New York, Los Angeles, Chicago, Philadelphia, Cleveland, etc.**), and yet provide excellent service and products to the smaller Villages, Towns, Cities and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and have produced publications for numerous state municipal leagues, including the League of Nebraska Municipalities.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law or paralegal degrees - the largest in the industry. The legal reviews that these attorneys are able to execute is what allows us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full range of codification services, including:
 - Editing and updating municipal codes
 - Legal research/review and analysis of codes
 - Subscriber sales of codes in print and on electronic media
 - Hosting of municipal codes on the Internet
 - Roberts Rules of Order 12th Ed. on USB in a fully indexed search program
 - Meeting Minutes imaging and hosting online in a searchable format

- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and are easy for the general public to use, but also has advance features to assist legal professionals and city staff.
- The hosted municipal codes located on our webserver are available for use on **smartphones** and **tablets** such as **iPads**.
- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

Municipal and County Leagues Affiliations

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are extremely proud, that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities
Ohio Municipal League

We serve as the Codification Consultant for the following:

League of Arizona Cities & Towns	League of Kansas Municipalities
League of Oregon Cities	North Carolina League of Municipalities
League of Minnesota Cities	League of Nebraska Municipalities
Indiana Association of Cities & Towns	

We work with the following Leagues to publish model or basic codes:

League of Nebraska Municipalities
South Dakota Municipal League
League of Minnesota Cities
League of Oregon Cities

We have produced publications for the following Leagues:

League of Wisconsin Municipalities

3. EXPERIENCE/QUALIFICATIONS

- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006. Earlier this year, American Legal became a member of the International Code Council family of solutions.
- (2) **Size and Experience:** American Legal is the choice of the top cities in the country. We currently serve over 3,500 local government clients across the country. Our clients include the Cities of New York, Los Angeles, Chicago, Philadelphia, Boston, Albuquerque, Honolulu, San Francisco, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues, including the League of Nebraska Municipalities.
- (3) **Project Attorneys:** American Legal employs 13 attorneys/paralegals, including the company President, and the Vice President of Major Client Services.

RAY G. BOLLHAUER - PRESIDENT

Qualifications:

- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Past President and Trustee of local community Council
- Twenty nine years with American Legal
- Federal Bar member
- Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

AIMEE CHOI: - DIRECTOR OF NEW CODE PROJECTS

Qualifications:

- B.A., English/Creative Writing and B.A. Journalism, N. Kentucky University
- Twenty -four years with American Legal Publishing
- Has extensive experience in the editing of large municipal codes

Role: Oversees New Code Projects

AMY OAKS – DIRECTOR OF OPERATIONS

Qualifications:

- Experience in editing and overseeing production of thousands of supplements
- B.A., English, Northern Kentucky University
- Twenty four years with American Legal

Role: Oversee supplement editing

SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING

Qualifications: Manages American Legal’s Internet publishing Department

- Project manager for high level clients
- B.A., English, Northern Kentucky University
- M.A., English, University of Cincinnati
- Nineteen years with American Legal

Role: Responsible for production of online codes; primary technical contact for the city.

Project Support Staff: American Legal employs 53 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.

4. DESCRIPTION OF SERVICES:

American Legal Publishing will:

- (1) Examine the city's prior code of ordinances and all ordinances or resolutions provided by the city and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:

Apparent conflicts with referenced state and federal statutes and administrative regulations;

Repealed, renumbered, or obsolete state and federal statutory citations; and

Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the city should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) At the option of the city, hold a conference with municipal representatives to review the report. The city will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Update code sections based on model language from the Nebraska State Statutes to reflect changes that have occurred in the statutes since the last code update.
- (5) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (6) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.

- (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the city finds to be pertinent.
- (f) Parallel Reference Tables showing:
 - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - 2. A listing of code sections based on state statutes (Statute to Code).
 - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
- (g) An index (which will be created after the first draft of the Code is submitted).
- (7) Provide the city with model or sample ordinances when available and upon request, at no additional charge.
- (8) Deliver to the city, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the city's examination.
- (9) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The city will be billed for the travel expenses of the American Legal staff attorney. The city may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code. When the draft, and any changes thereto made by the city, is returned to the Publisher, such return of the draft shall be deemed final authorization by the city to publish the Code as returned. If additional conferences are requested by the city which require the travel of a member of the staff of the Publisher, then the city shall be advised what the additional cost, if any, for such conference will be.
- (10) Deliver to the city, within 3 months of receipt of the corrected draft, up to 5 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the city's name stamped in gold and shall contain divider tabs.
- (11) Provide a sample adopting ordinance to the city.

Web Hosting:

Post the Code online in a fully indexed searchable database. American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. All of our codes contain an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses and title analyses). The fully indexed code will allow users to perform fast searches of the entire code at once. Typically PDF posted documents only allow chapter/title searches one by one and do not allow for synonym searches, which is a critical element to our online codes.

Users can search for words, phrases, section numbers – anything they want. Our codes also offer an electronic table of contents that allows users to navigate and browse the code, as well as a hypertext linking feature that allows users to connect or “jump to” related pieces of information (such as cross-references).

To assist city staff and private citizens in reaping the full benefits of the extensive search capabilities, American Legal has developed a convenient, online tutorial providing clear, simple instructions on making full use of our online database. This Web Demonstration video is conveniently located on our website at <http://www.amlegal.com/codification-services/electronic-publishing> Scroll to the bottom of the page and click PLAY.

American Legal's website with over 2500 codes for municipalities nationwide, allows users the ability to print, save and email material (such as one section, one chapter or an entire code) from our website with just a few clicks of the mouse. Users are also able to set links to specific chapters or sections of the code for faster, repeat lookups.

Future Supplements:

Online supplements. American Legal's editors can update the online Code as often as the city desires – including weekly or whenever new legislation is adopted and provided to American Legal. The online code will state on the front page what the most recent legislation is that has been included in the Code. Each section amended will include a history with the legislation number and adoption date.

Paper supplements. The printed version of the Code in loose-leaf format can be updated weekly as well, or on any other schedule chosen by the city, such as monthly, quarterly, every six months or annually. Supplements will include Instruction Pages with information on which pages in the Code are to be replaced.

New Legislation Online:

American Legal can post new ordinances on the internet with a link to the full text of the ordinance until they are incorporated into the Code. Ordinances can be linked in an Ordinance List or at the code sections they amend. Once the online code is updated, the list can be updated to remove ordinances from the list that have been incorporated into the code, or the ordinances can remain permanently.

Model Ordinance Service:

You can simultaneously search 2500 municipal and county codes on our website for model language **at no cost**. You may search one code at a time, all codes in a state, or all online codes at once. And, it's all for free! Most codifiers do not provide this service to their clients.

Please note, that many other publishers permit a free search of only one code at a time, requiring a paid subscription to search multiple cities simultaneously. While they may offer to waive the subscription fee for ci staff, your citizens (including law firms, developers, realtors, etc.) will be restricted to single code searches or forced to pay a subscription fee.

Our Web hosting service offers:

An on-line **Internet query template** that allows our clients to search **ALL** the Codes in our Internet collection.

We have a **single viewer** for all devices. So no matter what type of a device you are working from, the screens will be the same. Many competitors do not have this advanced technology and thus you get a different screen if on a phone vs a personal computer.

A **Quick Search** feature, as well as an **Advanced Search** feature (with **Boolean** searching, exact phrase searching and other features) so that users can choose the type of search they want to perform.

A **specially-designed interface** that allows you to see the text of your document, the table of contents, the query dialog box, and a ranked hit list at the same time. Our specially-designed interface allows you to quickly and easily access the portion of the document you need to utilize (whether it's the table of contents, the search feature or the document itself). *We can also customize the look and feel of the site in case you want to develop a unique appearance for your document.*

Easy-to-use navigation options that allow you to move from search hit to search hit, and from document to document (both forward and backward) **without having to return to a results list to move to the next search find.** This feature is available in both the desktop and mobile view versions.

The ability to **print individual chapters or sections** of the document and the ability to **download** the document into numerous formats such as RTF (Word), PDF, HTML, EPUB and MOBI.

American Legal applies **Google Translate** features to the online Code.

Internal **hypertext links** to other sections of the code that are cross-referenced

5. INTERNET FEATURES

The American Legal Publishing Difference

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.	Included
Multiple Search formats	1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs Fence finds fence, fences, fencing and fenced</i>	Included
Synonym Searches	<i>Grass finds grass, turf, lawn Garbage finds garbage, litter, trash, rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)	Included
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the city	Included
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code	Included

Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Search over 2500 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Translation into other languages	Apply Google Translate to the Code	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included

6. PRICING

American Legal Publishing proposes to codify the municipal code for the City of Blair, NE at the following price:

I. Base Cost*	\$11,095.
<i>*The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost.</i>	
Includes	
1. Number of Copies of Blair's Code (includes binders and divider tabs)	up to 5
2. Legal Analysis	
1. Research Internal Consistency	
2. Research State Law Consistency	
3. Legal and Editorial Research and Report	
3. Special Features	
1. Tables of Special Ordinances	
2. Parallel References	
3. Comprehensive Index	
4. Tabular Matter (Tables, Charts, Graphs)	
4. Estimated Number of Pages	
8 ½" x 11" Format	
Single column (12 point type)	450 pages
5. Data converted to searchable electronic format	Included
6. Phone and email support with American Legal Publishing	Included
7. Remote training session	Included

II. Variable Cost

- | | |
|--|-------|
| 1. Per Page Increase Rate(final page count that exceeds 450 pages)
8 ½" x 11" Format
Single Column | \$21. |
| 2. Freight/Shipping
UPS Ground | TBD |

III. Time to Completion

- | | |
|---|------------|
| Number of Months until Draft | 4-7 months |
| Number of Months until Completed Code (after return of draft) | 1-3 months |

IV. Ongoing Services:

- | | |
|---|------------|
| a. Supplement Service – including editing, printed pages and online updates | |
| i. 8 ½" x 11" Format | |
| ii. Single-column | \$23./page |
| b. Code hosted on American Legal website | \$995./yr |
| Includes ALS Service - As new ordinances are passed they will be added to the New Ordinance List. This list will have the latest ordinances listed by date passed. Once ordinances are codified they are cleared from the list. | |

V. Optional Services

Zoning Regulations

- | | |
|---|------------|
| a. Recodify existing City of Blair Zoning Regulations (250 pages) | \$6,095 |
| OR | |
| b. Convert existing City of Blair Zoning Regulations to ALP (online-one time cost*) | \$1,295 |
| c. Host City of Blair Zoning Regulations online | \$495./yr |
| d. Per page supplemental updates to City of Blair Zoning Regulations | \$23./page |
| <i>*Choose a or b but not both</i> | |

Subdivision Regulations

- | | |
|--|------------|
| a. Convert existing City of Blair Subdivision Regulations to ALP online
(one time cost) 60 pages | \$495. |
| b. Host City of Blair Subdivision Regulations online | \$295./yr |
| c. Per page supplemental updates to City of Blair Subdivision Regulations | \$23./page |

VI. Terms

- | | |
|------|--|
| i. | Thirty Percent (30%) at contract signing |
| ii. | Thirty Percent (30%) within 30 days of receiving the draft manuscript. |
| iii. | Balance due 30 days after receiving delivery of the completed code. |

American Legal Publishing
525 Vine Street, Ste 310
Cincinnati, Ohio 45202

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

CODIFICATION AGREEMENT

March 30, 2026

Whereas the League of Nebraska Municipalities ("League") has contracted with American Legal Publishing ("Publisher") to provide Codification Services to Nebraska municipalities under the supervision of the League; therefore
The City of Blair, a municipal corporation in the State of Nebraska ("Municipality") and American Legal Publishing, ("Publisher"), agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;
 - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Update code section based on model language from the Nebraska State Statutes to reflect changes that have occurred in the statutes since the last code update.
- (5) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (6) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (7) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.

- (8) Deliver to the Municipality, within 4-7 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (9) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (10) Deliver to the Municipality, within 3 months of receipt of the corrected draft, up to 5 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (11) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.
- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$11,095. for its services set out in Section I, payable as follows:
- (b) Terms:
1. Thirty Percent (30%) at contract signing
 2. Thirty Percent (30%) within 30 days of receiving the draft manuscript
 3. Balance due 30 days after receiving delivery of the completed code.
- (c) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	450 Municipal Code 250 Zoning Regulations	\$21. per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. ONGOING SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format:

- (a) Single-column format

(2) Five year supplemental service plan: _____

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality, up to 5 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$23.per page. Includes editing, reprinted single column pages and online updates per page.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(c) Blair Municipal Code Hosted on American Legal Publishing website \$995/yr* _____

*Includes ALS service. As new ordinances are passed they will be added to the New Ordinance List. This list will have the latest ordinances listed by date passed. Once ordinances are codified they are cleared from the list.

(d) **Optional Zoning Regulations and Subdivision Regulations Project Costs**

Zoning Regulations

- a. Recodify existing City of Blair Zoning Regulations (250 pages)* \$6,095 ____
OR
b. Convert the existing City of Blair Zoning Regulations* \$1,295 ____
c. Host City of Blair Zoning Regulations online \$495./yr ____
d. Per page supplemental updates to City of Blair Zoning Regulations \$23./page ____

**Choose a or b but not both.*

Subdivision Regulations

- a. Convert the existing City of Blair Subdivision Regulations \$495. ____
b. Host City of Blair Subdivision Regulations online \$295./yr ____
c. Per page supplemental updates to City of Blair Subdivision Regulations \$23./pg ____

IV. OPTIONAL SERVICES

1.

Advance Legislative Service (PDF)

INITIAL

As new ordinances are passed they will be added to the New Ordinance List. This list will have the latest ordinances listed by date passed. Once ordinances are codified they are cleared from the list.

Annual fee \$125+ \$10.00 per ordinance or
\$300 yr for unlimited ordinances.

If the ordinance needs to stay online post codification, then chose our other service called Comprehensive Ordinance List.

2.

New Ordinance Notification Service

INITIAL

As new ordinances are passed, American Legal will place a New Ordinance Notice that this code section has been amended. Once the ordinance is supplemented into the code of ordinances the Notice will be removed.

The cost for this service is \$10. per ordinance linked (5 links included: \$2. per additional link)

3.

Comprehensive Ordinance List

INITIAL

As new ordinances are passed they will be added to the Comprehensive Ordinance List. This list will have the latest ordinances listed by year. The ordinances will be highlighted in yellow until they are added to the code book. All ordinances can be listed, even ones that are not usually codified such as annexation, variances, budget, and other miscellaneous ordinances. The ordinance is linked to a pdf copy of the original ordinance.

The price for this service is \$8./ord. if hosted on municipalities website
The price for this service is \$10/ord if hosted on our website.

If you store the ordinances on the Municipality website there is no storage cost. If ordinances are stored on ALP website the cost will be \$50.00 per year for storage, with an annual increase of \$15.

4.

History Linking to Original Ordinance

INITIAL

American Legal Publishing can link a PDF version of your original ordinance to the section history of your online code.

The cost for this service is \$8.00/ord if the ordinance is hosted on the municipalities website

The cost for this service is \$10.00/ord if the ordinance is hosted on our website

5.

Definition Links Service

INITIAL

American Legal will build defined term links or pop-up boxes to any word requested by the municipality. Many counties like this service so that a user can see the definition of the word without going back to the defined terms section of the code. This service is available for the Code of Ordinances and the Land Development Code.

The cost for this service is \$75.00 an hour.

6.

Archived Codes Online Service

INITIAL

American Legal Publishing can store previous versions of your code and or supplements online for research purposes.

The cost for this service is \$100.00 for 2-4 code updates per year.

Maximum yearly charge of \$250.00 per year for 4+ code updates

7.

Online Meeting Minutes Service

INITIAL

American Legal can store meeting minutes as well as other documents online.

Your minutes, resolutions, contracts, annexations can all be placed online and indexed for \$1.00 per page, with a minimum fee of \$10 per update.

Setup fee to create the database \$250.

A yearly charge of \$250.00 to Host the Minutes online.

Online hosting fee increase 3.0% each year.

V. ADDITIONAL TERMS:

Municipal License. The Municipality will retain all rights, including copyrights, and title to the text of its municipal code (the “Code”) but hereby grants to the Codifier the right and license to reproduce, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.

Codifier Intellectual Property. All computer software and other intellectual property of the Codifier used in performing its services shall remain the property of the Codifier and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the Codifier in the Licensed Program or otherwise in performing its services shall remain the property of the Codifier and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the Municipality.

Warranties. The Codifier warrants that the services and any deliverables provided hereunder will be in accordance with the terms and conditions of this Agreement and will be free of material defects. Regardless of the Municipality’s acceptance of completed materials when delivered, the Codifier shall correct errors found either by the Municipality or the Codifier.

Disclaimers. The Codifier’s warranties contemplated herein do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Municipality or (ii) work or services performed by others. Except as expressly stated herein, THE CODIFIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY SERVICES, DELIVERABLES AND/OR RBLAIRTED MATERIALS FURNISHED BY THE CODIFIER HEREUNDER.

Limitations on Liability. The cumulative liability of the Codifier and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed and software licensed hereunder shall be limited to the amount paid to the Codifier pursuant to this Agreement. The Codifier and its licensors shall not be liable to the Municipality or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product. The limitations and protections against liability afforded the Codifier, and its licensors herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including but not limited to negligence, warranty and strict liability).

Assignment. Codifier may, without the other party's consent with thirty (30) days written notice, transfer this agreement or any of its rights and obligations under this Agreement, to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, or ICC Codification, Inc.

VI. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2026 unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF BLAIR, NEBRASKA

AMERICAN LEGAL PUBLISHING, L.L.C.

By _____

By _____

Title _____

Title _____

Date _____

Date _____



**ICC
INNOVATION**
Digital Solutions to Empower
Growth & Efficiency

As a member of the ICC Family of Solutions, American Legal Publishing is proud to share ICC Innovation - digital solutions and services to empower growth and efficiency.



Stay ahead with our digital content and constantly updated resources on building safety content, codification, software & technology platforms and consultancy tailored to meet the needs of building professionals.



DIGITAL CODES
PREMIUM

MapLink™
powered by ZoningHub™



ICC Code Connect™ API



PERMITTING & CODE
ENFORCEMENT

Switch to virtual permitting and inspections with a highly configurable web-based software solution.



RECORDS
MANAGEMENT

Automate your procedures, and digitize any data, including paper documents.

Laserfiche®



TRAINING &
CREDENTIALING

The Code Council offers a range of training and certification opportunities to earn CEUs, LUs, or PDHs for CodeCouncil certification renewal and career advancement.



Let us know if you would like more information about these optional services.

RESOLUTION NO. 2026

COUNCIL MEMBER - INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair wishes to support and expand services and programming intended for greater Blair and Washington County area; and

WHEREAS, the City of Blair has worked with the Washington County Chamber to amending their existing contract for services, marked as Exhibit "A"; and

WHEREAS, the initial yearly fee for this contract is Sixty Thousand dollars (\$60,000) with a 4% increase each year; and

WHEREAS, the terms and conditions thereof are acceptable to the municipality and will be effective with Fiscal Year 2026-2027 starting October 1, 2026.

NOW, THEREFORE, BE IT RESOLVED that said amended Contract for Services referred to hereinabove is hereby adopted and accepted by the City of Blair and the Mayor and City Clerk are hereby authorized and directed to execute same on behalf of the municipality.

COUNCIL MEMBER - MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER -. UPON ROLL CALL, COUNCIL MEMBERS - VOTING "AYE" AND COUNCIL MEMBERS - VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 11TH DAY OF AUGUST 2026.

CITY OF BLAIR, NEBRASKA

BY: _____
MELINDA K. RUMP, MAYOR

ATTEST:

BRENDA WHEELER, CITY CLERK

(SEAL)

[illegible]

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 11th day of August 2026.

BRENDA WHEELER, CITY CLERK

RESOLUTION NO. 2026

COUNCILMEMBER --- INTRODUCED THE FOLLOWING RESOLUTION:

WHEREAS, the City of Blair desires to contract with Gateway Development Corporation to support economic development in the Blair ETJ and to provide administration of the Local Option Municipal Economic Development Program (LB840) as approved by the voters of the City of Blair, and

WHEREAS, an Agreement between the City of Blair, Nebraska, and Gateway Development Corporation has been prepared and presented to the City Council, a copy of which Agreement is attached hereto, marked Exhibit "A" and by this reference made a part hereof, and

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

NOW, THEREFORE, BE IT RESOLVED that said Agreement referred to hereinabove is hereby adopted and accepted by the City of Blair and the Mayor and City Clerk are hereby authorized and directed to execute same on behalf of the municipality.

COUNCIL MEMBER ----- MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER ----. UPON ROLL CALL, COUNCIL MEMBERS VOTING "AYE" ----- COUNCIL MEMBERS ----- VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND ADOPTED THIS 11TH DAY OF AUGUST, 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 11th day of August 2026.

BRENDA WHEELER, CITY CLERK