



CITY OF SCOTTSBLUFF
Scottsbluff City Hall Council Chambers
2525 Circle Drive, Scottsbluff, NE 69361
CITY COUNCIL AGENDA

Regular Meeting
August 1, 2022
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only.**
 - a) The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the July 18, 2022 Regular Meeting.
 - b) Council to set a public hearing for August 15, 2022 at 6:00 p.m. to consider an Ordinance Text Change in Chapter 4 Article 1 regarding the International Building Code and International Residential Code.
 - c) Council to consider and take action on claims of the City.
9. **Public Hearings:**
 - a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.
 - b) Council to discuss and consider action on making a recommendation to the

Nebraska Liquor Control Commission naming Kerri H. Schaff as the Liquor License Manager of Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

- c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.
- d) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Benjamin Rodriguez, III as the Liquor License Manager of Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

10. **Subdivisions & Public Improvements:**

- a) Council to discuss and consider the first reading of the Ordinance regarding the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision located 1501 E. Overland Drive.
- b) Council to discuss and consider action on a Final Plat of Orphan Motors Subdivision located at 1501 E. Overland Drive and authorize the Mayor to sign the Resolution.

11. **Resolution & Ordinances:**

- a) Council to discuss and consider action on the Resolution signifying the City's final acceptance of the project construction of Scottsbluff Monument Valley Pathway North and authorize the Mayor to sign the Resolution.

12. **Reports from Staff, Boards & Commissions:**

- a) Council to discuss and consider action on an Agreement with U and U Trucking, LLC for transportation of recyclables and authorize the Mayor to sign the Agreement.

13. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.

14. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Closed1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Public Com1

The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Consent1

Council to approve the minutes of the July 18, 2022 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on July 18, 2022 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on July 15, 2022, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on July 14, 2022. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Nathan Green, Angela Scanlan, and Selina Lerma. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Kevin Spencer. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There was none. Mayor McKerrigan then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none. During the public comment period, Mr. Rod Walker approached Council stating his frustration regarding the speeding and excessive noise on Broadway. He also commented there should be more pedestrian signs along the middle school, especially during football season, there should be alternating one-way streets along 1st, 2nd, 3rd, and 4th Avenues, and a roundabout considered near Webbers Furniture.

Mr. Nick and Mrs. Bea Reyes also came forward. They have conducted their own testing and have calculated if you lower the speed limit by 10 mph it will reduce the time of 22 seconds along Broadway, which could potentially save hundreds of dollars in property damage and be the difference between life and death. They also would like answers regarding the study being completed on Broadway, asking how long it is going to take to get the data.

Moved by Council Member Colwell, seconded by Council Member Scanlan,

- a) The minutes of the July 5, 2022 Regular Meeting be approved,
- b) A public hearing be set for August 1, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE,
- c) A public hearing be set for August 1, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE,
- d) A Public hearing be set for August 1, 2022 at 6:00 p.m. to consider an Ordinance Text Change to Chapter 22, Article 6 regarding Municipal Parking Lots,
- e) The bid specifications for the replacement of the HVAC System and appurtenances for the City Hall building and authorizing the city clerk to advertise for bids to be received by August 9, 2022 at 1:00 p.m. be approved,

- f) Council Member Scanlan's absence from the July 5, 2022 Regular Meeting be excused,
- g) Council Member Lerma's absence from the July 5, 2022 Regular Meeting be excused,
- h) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated July 18, 2022, as on file with the City Clerk and submitted to the City Council, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

CLAIMS

AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,251.26;ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,292.25; ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,455.37; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4070.76;AL'S TOWING,INC.,TOWSERVICE-PD,200;AMERICANLEGALPUBLISHINGCORPORATION,ZONING - SUPPLEMENT PAGES,1716.64;ANDERSON-SHAW CONSTRUCTION, INC,BLDG MAINT PARK,120;ASSOCIATED SUPPLY CO, INC,EQUIP MAINT,3417.74;AUTOZONE STORES, INC,HEAD LAMP FOR BRUSH 1,28.39;BEST PLUMBING HEATING & COOLING,BLDG MAINT PARK,4.12;BLOEDORN LUMBER CO - ALLIANCE,DEP. SUP.,294.31;BLUFFS FACILITY SOLUTIONS,DEPT SUPPL-PD,1440.17;CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT ADM,3.41;CASHWADISTRIBUTING,CONCESSIONS,613.1;CELESTESALAZAR,CONTRACTUAL ,200;CELLCO PARTNERSHIP,TABLETS, IPADS, CELL PHONE, GRIDSMART FOR TRANS,1102.63;CEM SALES & SERVICE,EQUIP MAINT REC,4215.23;CHRIS REYES,DEPT SUPPL-PD,213;CITY OF GERING,DISPOSAL FEE,46567.52; CITY OF SCB,PETTY CASH,54.33; COLETOOLDISTRIBUTORSLLC,DEPTSUP,140;COMPUTERCONNECTIONINC,CONTRACTUAL -PD,44; CONSERV FLAG COMPANY,DEP. SUP.,61.95;CONSOLIDATED MANAGEMENT COMPANY,SCHOOL & CONF,530.5;CONTRACTORS MATERIALS INC.,SUPP - BLADE FOR SAW,419.19;CORE & MAIN LP,METERS,5114.84;CREDIT BUREAU OF COUNCIL BLUFFS,FEE - JUNE 2022,50;CRESCENT ELECT. SUPPLY COMP INC,BUILDING MAINT,2338.6; DATA443 RISK MITIGATION INC,CONT. SRVCS.,567.31;DELL MARKETING LP,TWO TABLETS FOR REPLACEMENT PROGRAM,4785.88; EAKES INC,DEPT SUPP CC,264.52;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,186;FAT BOYS TIRE AND AUTO,FLAT REPAIR ON SWEEPER,59.47;FEDERAL EXPRESS CORPORATION,POSTAGE,433.21;FINDAWAY WORLD LLC,COLL.,547.9; FLOYD'S TRUCK CENTER SCOTTSBLUFF,HEADER FOR SWEEPER,950.12; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,340;HAWKINS, INC.,CHEMICALS,5522.12;HERSTEAD MONUMENT COMP. INC,DEPT SUPP CEM,440; HONEY WAGON EXPRESS,CONTRATUAL,450;HULLINGER GLASS & LOCKS INC.,BLDG MAINT PARK,26.75;HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,425;IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPP ES,607.71;INDEPENDENT PLUMBING AND HEATING, INC,EQUIP MAINT PARK,78.03;INGRAM LIBRARY SERVICES INC,Coll.,762.54;INTERNAL REVENUE SERVICE,WITHHOLDINGS,70768.03;INTRALINKS, INC,CONTR.SERV. - POLICE JUNE 2022,427.5;INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,239.8;KITE, LANCE,SCHOOLS & CONF-PD,225; KNOW HOW LLC,EQUIP MAINT PARK,2904.7; LEAGUE ASSOCIATION OF RISK MANAGEMENT,WC DEDUCTIBLE 6/30/22,3533.88;LEE BHM CORP,PUBLISHING,1730.71; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M.C. SCHAFF & ASSOCIATES, INC,PROF SERVICES - JUNE 2022,9200;MACQUEEN

EQUIPMENT INC, FLOW VALVE FOR SWEEPER, 171.46; MADISON NATIONAL LIFE, INSURANCE, 4881.27; MALMRENEE, REFUND, 25; MATHESON TRIGAS INC, BAND SAW BLADE, 187.2; MENARDS INC, DEP SUP, 585.88; MIDWEST CONNECT, LLC, UB PROCESSING - JUNE 2022, 2658.52; MOBIUS COMMUNICATIONS COMPANY, CITY HALL ACCESS CONTROL - DOORS, 1996.15; MUNIMETRIX SYSTEMS CORP, IMAGES ILO - JUNE 2022, 39.99; NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 1569.1; NE DEPT OF REVENUE, WITHHOLDINGS, 26101.65; NEBRASKA MACHINERY CO, EQUIP MAINT, 6286.07; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 43017.76; NEBRASKA LAND TIRE, INC, VEH MAINT PD, 22.99; NETWORK FLEET, INC, GPS SERVICE, 340.61; NORTHWEST PIPE FITTINGS, INC. OF SCOTTS BLUFF, GROUND MAINT PARK, 108.66; OCLC ONLINE COMPUTER LIBRARY CENTER, INC, CONT. SRVCS., 1141.47; ONE CALL CONCEPTS, INC, CONTRACTUAL, 114.2; PAIGE'S POSIES, CONTR.SERV.BID MAY 2022, 10225; PANHANDLE COOPERATIVE ASSOCIATION, FUEL, 4503.87; PANHANDLE ENVIRONMENTAL SERVICES INC, CONTRACTUAL SVC, 502; PEPSI COLA OF WESTERN NEBRASKA, LLC, CONCESSIONS, 98; PLATTE VALLEY BANK, HEALTH SAVINGS ACCOUNT, 9972.82; POSITIVE PROMOTIONS INC, DEPT SUPPL-PD, 290.8; POWERPLAN, FILTERS, FUEL PUMP, GASKET FOR LOADER, 275.64; PT HOSE AND BEARING, EQUIP MAINT, 198.06; REAMS SPRINKLER SUPPLY CO., DEPT SUPP CEM, 1635.12; RECOLLECT SYSTEMS INC, RECOLLECT ROUTE WARE SERVICES FOR SANIT, 7935.41; REGIONAL CARE INC, CLAIMS, 56803.07; REZPLOT SYSTEM LLC, CONTRACTUAL, 408; RIGHT BRAIN UNLIMITED, DEPT SUPP PARK, 497.35; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRIC POWER, 2883.83; ROSE DREW, INC, DEP. SUP., 75.6; RR DONNELLEY, DEPT SUPPL-PD, 467.01; RUSSELL INDUSTRIES INC, EQUIP MAINT, 59.85; RUSSELL'S AUTOMOTIVE, VEH MAINT-PD, 665.79; S M E C, SMEC, 164.77; SANDBERG IMPLEMENT, INC, EQUIP MAINT PARK, 3663.91; SCB COUNTY, DEPT CNTRCL SRVCS, 75; SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 300; SCB IBEW 1597 UNION DUES, SCB IBEW 1597 UNION DUES, 428.32; SCOTTIES POTTIES INC, CONTRACTUAL PARK, 475; SCOTTS BLUFF COUNTY COURT, LEGAL FEES-PD, 286; SCOTTS BLUFF KIWANIS, MBR SHPS., 60; SCOTTS BLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 936; SCOTTS BLUFF WIN SUPPLY COMPANY, GROUND MAINT PARK, 220.73; SCOTTS BLUFF/GERING CHAMBER OF COMMERCE, LEG. WRAP UP - SENATOR STINNER, 45; SHERIFF'S OFFICE, LEGAL FEES PD, 100.2; SIMMONS SOLSEN LAW FIRM, P.C., CONTRACTUAL, 142.29; SIMON CONTRACTORS, DEPT SUP, 799.99; SNELL SERVICES INC., ELECTRIC, 434.52; SOUNDSLEEPER SECURITY INC., CONTRACTUAL-PD, 14.95; STANARD & ASSOCIATES INC., POLICE OFFICER TESTING 3/25/22, 73; TERRY D SCOTT, VEH MAINT PARK, 843.89; TWIN CITY ROOFING & SHEET METAL, INC, HAIL REPAIR - WA/WW, 59213.14; TYLER TECHNOLOGIES, INC, UB FEES - 4/1/22 - 6/30/22, 3317.5; UNION BANK & TRUST, RETIREMENT, 42158.12; UNITED STATES WELDING, CYLINDER/TANK RENTAL, 141.77; US BANK, ADMIN FEES - GO HWY ALLOC BOND 2020, 880; W & R INC, ELECTRICAL, 1031.27; WASSON, BRIAN, SCHOOLS & CONF-PD, 270; WESTERN COOPERATIVE COMPANY, GROUND MAINT PARK, 1052.26; WESTERN COOPERATIVE COMPANY, GROUND MAINT PARK, 554.48; WESTERN PATHOLOGY CONSULTANTS, INC, TESTING - MARCH 2022, 719.25; WESTERN SURETY COMPANY, CITY MANAGER BOND - K.SPENCER, 875; WEX BANK, FUEL, 37680.16; WYOMING CHILD SUPPORT ENFORCEMENT, CHILD SUPPORT, 738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC, DEPT SUPP ES, 152.79; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTS BLUFF, NE, YMCA, 841; REFUNDS; ALVENA HUGHES, 144.95; BRANDON SMITH, 6.23; SAMANTHA

ROOD, 74.34; PHS LAND & CATTLE, 11.53; JOSEPH LIBERT, 46.55

Mr. Spencer presented the June 2022 Financial Report. He stated everything is in order; there are three months remaining for this budget cycle. We continue to look at fuel expenses, but fortunately are not in too bad shape as, we during the last budget cycle, inflated this anticipating a raise.

Council Member Scanlan moved, seconded by Council Member Lerma to approve the June 2022 Financial Report, “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS, None. Absent: None.

Regarding the Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider contribution credits for multi-year commitments, Mr. Spencer explained this is for our annual insurance renewal. By committing with LARM for three years we receive a five percent discount in our premium. Unfortunately, rates have gone up, approximately \$130,000, but we will be meeting with a LARM representative to go over possible ways to reduce this.

Council Member Colwell asked if it would behoove the City to look locally to see if anyone could match this and show we are doing our due diligence. Mr. Spencer stated we could have the discussion; however, we need to decide by August 15th, as that is the timeline set by LARM. He also stated if Council approves and goes with the 5% discount, they are also agreeing to a three-year commitment.

Council Member Scanlan made a motion, seconded by Council Member Colwell to approve Resolution 22-07-01 extending the date for written notice in participation in the League Association of Risk Management (LARM) and consider contribution credits for multi-year commitments, “YEAS,” Scanlan, McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: None.

**League Association of Risk Management
2022-23 Renewal Resolution**

RESOLUTION NO. 22-07-01

WHEREAS, The City of Scottsbluff is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Scottsbluff,
Nebraska, in consideration of the contribution credits provided under the LARM Board’s plan, agrees to:

- ☒ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(180 day and 3 year commitment; 5% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. **(180 day and 2 year commitment; 4% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. **(180 day notice only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(90 day notice and 3 year commitment only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. **(2 year commitment only; 1%)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. **(90 day Notice only)**

Adopted this 18th day of July, 2022.

Signature:	_____
Title:	<u>Mayor</u>
ATTEST:	_____
Title:	<u>City Clerk</u>

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

Ms. Priscilla Sandoz with Studio ‘B’ came forward to discuss the Community Festival Permit for the Downtown Association’s “Sidewalk Sales” on Broadway, July 21st, 22nd, & 23rd from 10:00 a.m. to 6:00 p.m. Ms. Sandoz explained they will be closing the sidewalks and have around 16-17 businesses participating. They are also inviting four to five food trucks to take part and they will set up utilizing five to six parking spaces on Broadway. The trucks will serve on the second and third days of the event and will face the businesses so not to impede traffic on Broadway.

Council Member Scanlan moved, seconded by Council Member Lerma to approve the Community Festival Permit to include food vendors and noise permit for the Downtown Scottsbluff Association’s “Sidewalk Sales” on Broadway; July 21st, 22nd, & 23rd from 10:00 a.m. to 6:00 p.m., “YEAS,” Lerma, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: None.

Mr. Spencer presented the Community Festival Permit on behalf of the Scottsbluff Police Department for National Night Out 22. Mr. Spencer stated this is the 23 or 24th year; it is very successful and well attended. They will close the street around 4:00-4:30 to start setting up. He explained this is a

great opportunity for public safety to get out and meet the community, adding this is a National Event happening all over the country, same date and time.

Council Member Scanlan made a motion to approve the Community Festival Permit for the Scottsbluff Police Department for National Night Out 2022 on the 1500 to 1900 Blocks of Broadway, August 2, 2022 from 6:00-8:00 p.m. including street closures, vendors, and noise permit. The motion was seconded by Council Member Lerma. "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Regarding the Agreement with Nebraska Municipal Power Pool to conduct a Water and Wastewater Financial Plan, Cost of Service and Rate Design Study, Mr. Spencer stated with our new water meter system we can read the meters quickly and because of this would like to move to a monthly billing cycle. He added this is a big reason for the rate study, as well as analyzing data and supporting our rates, to make sure we are charging appropriately. The study will be complete within 90 days after receiving the data and will continue to be an ongoing process.

Council Member Scanlan moved, seconded by Council Member Green to approve the Agreement with Nebraska Municipal Power Pool to conduct a Water and Wastewater Financial Plan, Cost of Service and Rate Design Study and authorize the Mayor to sign the Agreement, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

Under Council Reports, Council Member Scanlan stated she has helped with the 18th Street Farmers Market and things are going well. Council Member Colwell stated there is a 911 Committee Meeting tomorrow (July 19th) and they are going to discuss the Agreement with Box Butte County. Mayor McKerrigan added there is also a Tri City Active Living Meeting tomorrow.

Council Member Colwell moved to adjourn the meeting at 6:28 p.m. This was seconded by Council Member Lerma, "YEAS," Scanlan, McKerrigan, Lerma, Colwell, and Green. "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Consent2

Council to set a public hearing for August 15, 2022 at 6:00 p.m. to consider an Ordinance Text Change in Chapter 4 Article 1 regarding the International Building Code and International Residential Code.

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Consent3

Council to consider and take action on claims of the City.

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 7/19/2022 - 8/1/2022

Description (Payable)	Account Name	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	292.25
Fund 713 - CASH & INVESTMENT POOL Total:		292.25
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:		292.25
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
FIREARMS SUPPL-PD	FIREARMS SUPPLIES	16.00
FIREARMS SUPPL-PD	FIREARMS SUPPLIES	16.00
Department supplies-REC	DEPARTMENT SUPPLIES	149.40
DEPT SUPPL-NNO	DEPARTMENT SUPPLIES	203.83
DEPT SUPPL-NNO	DEPARTMENT SUPPLIES	74.96
CITY HALL - THERM HYGROMET...	DEPARTMENT SUPPLIES	245.56
AIR COND.-CITY HALL SERVER R...	DEPARTMENT SUPPLIES	509.99
LIBR.&P.D. - THERM. HYGROME...	DEPARTMENT SUPPLIES	359.98
Misc.	DEPARTMENT SUPPLIES	286.70
Misc.	DEPARTMENT SUPPLIES	36.38
Misc.	COLLECTIONS	60.76
Misc.	PROGRAMMING	224.14
Fund 111 - GENERAL Total:		2,183.70
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		2,183.70
Vendor: 09894 - ANTHEM SPORTS LLC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	229.67
Fund 111 - GENERAL Total:		229.67
Vendor 09894 - ANTHEM SPORTS LLC Total:		229.67
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC		
Fund: 111 - GENERAL		
Equipment Maintenance-REC	EQUIPMENT MAINTENANCE	1,715.87
Fund 111 - GENERAL Total:		1,715.87
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:		1,715.87
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department supplies-SAN	DEPARTMENT SUPPLIES	26.50
Department Supplies-SAN	DEPARTMENT SUPPLIES	19.50
Department supplies-SAN	DEPARTMENT SUPPLIES	14.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		60.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		60.00
Vendor: 10311 - BEST PLUMBING HEATING & COOLING		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	480.31
BLDG MAINT PARK	BUILDING MAINTENANCE	135.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	210.00
Fund 111 - GENERAL Total:		825.31
Vendor 10311 - BEST PLUMBING HEATING & COOLING Total:		825.31
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	40.65
Monthly Energy Bill	HEATING FUEL	34.39
Monthly Energy Bill	HEATING FUEL	34.39

Expense Approval Report

Post Dates: 7/19/2022 - 8/1/2022

Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	35.02
Monthly Energy Bill	HEATING FUEL	76.57
Monthly Energy Bill	HEATING FUEL	41.59
Monthly Energy Bill	HEATING FUEL	3,025.42
Monthly Energy Bill	HEATING FUEL	63.68
Fund 111 - GENERAL Total:		3,351.71
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	182.60
Fund 212 - STREETS Total:		182.60
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	38.76
Fund 621 - ENVIRONMENTAL SERVICES Total:		38.76
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	143.78
Fund 641 - WATER Total:		143.78
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		3,716.85
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	118.50
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	51.66
DEPT SUPP REC	DEPARTMENT SUPPLIES	129.03
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	8.84
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	33.08
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	128.55
DEPT SUPP REC	DEPARTMENT SUPPLIES	114.78
BLDG MAINT REC	BUILDING MAINTENANCE	456.26
BLDG MAINT REC	BUILDING MAINTENANCE	1,428.07
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	18.52
Jan. Sup.	JANITORIAL SUPPLIES	278.19
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	43.39
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	26.84
Fund 111 - GENERAL Total:		2,835.71
Fund: 212 - STREETS		
SUPP - CLEAN TOWELETTES, LI...	DEPARTMENT SUPPLIES	159.90
Fund 212 - STREETS Total:		159.90
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	112.50
Fund 213 - CEMETERY Total:		112.50
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	154.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		154.99
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		3,263.10
Vendor: 09886 - BUDGET DRAIN SERVICES LLC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	2,475.00
Fund 111 - GENERAL Total:		2,475.00
Vendor 09886 - BUDGET DRAIN SERVICES LLC Total:		2,475.00
Vendor: 01986 - BULK TRANSPORT COMPANY WEST INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	828.07
Fund 111 - GENERAL Total:		828.07
Vendor 01986 - BULK TRANSPORT COMPANY WEST INC Total:		828.07
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	142.46

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Description (Payable)	Account Name	Amount
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	106.94
Fund 111 - GENERAL Total:		249.40
Vendor: 00787 - CASH WA DISTRIBUTING		
Fund: 111 - GENERAL		
Concessions Supplies-REC	CONCESSION SUPPLIES	146.85
Concessions Supplies-REC	CONCESSION SUPPLIES	417.60
Concessions Supplies-REC	CONCESSION SUPPLIES	173.00
Fund 111 - GENERAL Total:		737.45
Vendor 00787 - CASH WA DISTRIBUTING Total:		737.45
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
JULY CELLULAR	CELLULAR PHONE	237.23
CELL PHONES-PD	PHONE & INTERNET	1,478.54
Fund 111 - GENERAL Total:		1,715.77
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,715.77
Vendor: 10374 - CHALOUPKA, MAREN		
Fund: 111 - GENERAL		
FACADE GRANT	COMMUNITY DEVELOPMENT	7,302.99
Fund 111 - GENERAL Total:		7,302.99
Vendor 10374 - CHALOUPKA, MAREN Total:		7,302.99
Vendor: 07250 - CHRIS REYES		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	207.00
Fund 111 - GENERAL Total:		207.00
Vendor 07250 - CHRIS REYES Total:		207.00
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	83.27
DEPT SUPP ADM	DEPARTMENT SUPPLIES	224.95
SHIPPING- TURNOUTS SENT FOR..POSTAGE		36.54
Fund 111 - GENERAL Total:		344.76
Fund: 212 - STREETS		
SUPP - TOWELS, SWIFTERS, MA...	DEPARTMENT SUPPLIES	94.73
Fund 212 - STREETS Total:		94.73
Fund: 213 - CEMETERY		
POSTAGE CEM	POSTAGE	30.01
Fund 213 - CEMETERY Total:		30.01
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	95.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		95.98
Vendor 02396 - CITIBANK N.A. Total:		565.48
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	464.00
Fund 111 - GENERAL Total:		464.00
Vendor 01976 - CLARK PRINTING LLC Total:		464.00

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Description (Payable)	Account Name	Amount
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
SUPPLEMENTAL LIFE INS	LIFE INS EE PAYABLE	22.75
Fund 713 - CASH & INVESTMENT POOL Total:		22.75
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		22.75
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	69.17
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	8.74
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	49.65
Fund 111 - GENERAL Total:		127.56
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:		127.56
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	20.58
Fund 111 - GENERAL Total:		20.58
Fund: 212 - STREETS		
SUPP - INVERTED PAINT	DEPARTMENT SUPPLIES	71.73
Fund 212 - STREETS Total:		71.73
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		92.31
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	2,304.12
METERS	METERS	576.03
Fund 641 - WATER Total:		2,880.15
Vendor 09824 - CORE & MAIN LP Total:		2,880.15
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	107.67
FUSES FOR STATION AIR CONDI...	DEPARTMENT SUPPLIES	29.36
Fund 111 - GENERAL Total:		137.03
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:		137.03
Vendor: 09767 - CROELL INC		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	732.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	347.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	307.00
Fund 212 - STREETS Total:		1,387.25
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	433.62
Fund 641 - WATER Total:		433.62
Vendor 09767 - CROELL INC Total:		1,820.87
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	6.08
Monthly Long Distance	PHONE & INTERNET	2.57
Monthly Long Distance	PHONE & INTERNET	1.21
Monthly Long Distance	PHONE & INTERNET	1.40
Monthly Long Distance	PHONE & INTERNET	7.72
Monthly Long Distance	PHONE & INTERNET	5.95
Monthly Long Distance	PHONE & INTERNET	28.59
Monthly Long Distance	PHONE & INTERNET	11.27
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	3.05
Fund 111 - GENERAL Total:		70.19

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Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.75
Fund 212 - STREETS Total:		6.75
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	7.12
Fund 213 - CEMETERY Total:		7.12
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.98
Fund 224 - ECONOMIC DEVELOPMENT Total:		0.98
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.93
Fund 621 - ENVIRONMENTAL SERVICES Total:		1.93
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 631 - WASTEWATER Total:		2.35
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	3.69
Fund 641 - WATER Total:		3.69
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	1.77
Fund 661 - STORMWATER Total:		1.77
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.77
Fund 721 - GIS SERVICES Total:		0.77
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		95.55
Vendor: 10373 - DISC GOLF ASSOCIATION INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	8,651.07
Fund 111 - GENERAL Total:		8,651.07
Vendor 10373 - DISC GOLF ASSOCIATION INC Total:		8,651.07
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Equipment Maintenance-SAN	DEPARTMENT SUPPLIES	20,948.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		20,948.00
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		20,948.00
Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	919.00
Fund 631 - WASTEWATER Total:		919.00
Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:		919.00
Vendor: 10372 - ESSENTIAL FUEL LLC STORE #003		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	576.00
Fund 111 - GENERAL Total:		576.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	26.00
Fund 641 - WATER Total:		26.00
Vendor 10372 - ESSENTIAL FUEL LLC STORE #003 Total:		602.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	17.99
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	18.00
Fund 111 - GENERAL Total:		35.99

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Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	21.00
	Fund 213 - CEMETERY Total:	21.00
	Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	56.99
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	182.24
	Fund 641 - WATER Total:	182.24
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	182.24
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
	Fund 111 - GENERAL Total:	170.00
	Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:	170.00
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC		
Fund: 212 - STREETS		
TRAFFIC SIGNAL EQUIP: YELLOW...DEPARTMENT SUPPLIES		2,446.00
	Fund 212 - STREETS Total:	2,446.00
	Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	2,446.00
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
	Fund 111 - GENERAL Total:	1,000.00
	Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:	1,000.00
Vendor: 10375 - GO LAW ENFORCEMENT LLC		
Fund: 111 - GENERAL		
POL.OFFICER JOB POSTING	RECRUITMENT	80.00
	Fund 111 - GENERAL Total:	80.00
	Vendor 10375 - GO LAW ENFORCEMENT LLC Total:	80.00
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	500.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,395.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	200.00
	Fund 661 - STORMWATER Total:	2,095.00
	Vendor 09610 - GRAY TELEVISION GROUP INC Total:	2,095.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	1,702.80
CHEMICALS	CHEMICALS	4,299.29
	Fund 641 - WATER Total:	6,002.09
	Vendor 04371 - HAWKINS, INC. Total:	6,002.09
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	2,281.40
	Fund 641 - WATER Total:	2,281.40
	Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	2,281.40
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	778.60
	Fund 631 - WASTEWATER Total:	778.60
	Vendor 05667 - HOA SOLUTIONS, INC Total:	778.60

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Description (Payable)	Account Name	Amount
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	2.75
Fund 111 - GENERAL Total:		2.75
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		2.75
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	60.70
Jan. Sup.	JANITORIAL SUPPLIES	95.29
Fund 111 - GENERAL Total:		155.99
Fund: 212 - STREETS		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
Fund 212 - STREETS Total:		109.28
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	17.81
Department Supplies-SAN	DEPARTMENT SUPPLIES	123.06
Fund 621 - ENVIRONMENTAL SERVICES Total:		140.87
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	17.81
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.10
Fund 631 - WASTEWATER Total:		46.91
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.10
Fund 641 - WATER Total:		29.10
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		482.15
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,122.00
Equipment Maintenance-REC	EQUIPMENT MAINTENANCE	4,901.16
BLDG MAINT PARK	BUILDING MAINTENANCE	100.00
Fund 111 - GENERAL Total:		6,123.16
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	5.22
Fund 213 - CEMETERY Total:		5.22
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		6,128.38
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	31.31
Coll.	COLLECTIONS	714.41
Coll.	COLLECTIONS	418.16
Fund 111 - GENERAL Total:		1,163.88
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		1,163.88
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,754.94
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,754.94
WITHHOLDINGS	FICA W/H EE PAYABLE	17,584.02
WITHHOLDINGS	FICA W/H EE PAYABLE	17,584.02
WITHHOLDINGS	FED W/H EE PAYABLE	28,887.65
Fund 713 - CASH & INVESTMENT POOL Total:		73,565.57
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		73,565.57

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Description (Payable)	Account Name	Amount
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO-JULY2022 (WA/A...	CONTRACTUAL SERVICES	2,298.00
Fund 111 - GENERAL Total:		2,298.00
Fund: 641 - WATER		
DATTO ALTO-JULY2022 (WA/A...	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,417.00
Vendor: 06264 - J & A TRAFFIC PRODUCTS, LLC		
Fund: 212 - STREETS		
TELESPAR POSTS & ANCHORS	DEPARTMENT SUPPLIES	2,061.25
Fund 212 - STREETS Total:		2,061.25
Vendor 06264 - J & A TRAFFIC PRODUCTS, LLC Total:		2,061.25
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY BOND - REGAN WALF...	DEPARTMENT SUPPLIES	70.00
Fund 111 - GENERAL Total:		70.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		70.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	69.99
Fund 111 - GENERAL Total:		69.99
Fund: 212 - STREETS		
ROUNDUP, AMINE	DEPARTMENT SUPPLIES	254.97
SUPP - NOZZLE	DEPARTMENT SUPPLIES	15.49
Fund 212 - STREETS Total:		270.46
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	55.98
Fund 213 - CEMETERY Total:		55.98
Vendor 06131 - JOHN DEERE FINANCIAL Total:		396.43
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	43.73
DEPT SUPP PARK	DEPARTMENT SUPPLIES	41.45
GROUND MAINT PARK	GROUNDS MAINTENANCE	2.58
GROUND MAINT PARK	GROUNDS MAINTENANCE	28.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-43.73
Fund 111 - GENERAL Total:		73.02
Vendor 08067 - JOHN DEERE FINANCIAL Total:		73.02
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	107.10
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,183.44
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	3,001.11
Fund 111 - GENERAL Total:		4,291.65
Fund: 212 - STREETS		
CAB FILTER FOR MOWING TRAC...	EQUIPMENT MAINTENANCE	45.62
FILTERS FOR MOWING TRACTOR	EQUIPMENT MAINTENANCE	242.37
FILTERS FOR MOWING TRACTOR	EQUIPMENT MAINTENANCE	-68.94
Fund 212 - STREETS Total:		219.05
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	17.62
DEPT SUPP CEN	DEPARTMENT SUPPLIES	-17.62
Fund 213 - CEMETERY Total:		0.00
Vendor 09474 - JOHN DEERE FINANCIAL Total:		4,510.70

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Description (Payable)	Account Name	Amount
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
CONSULTING-PD	CONSULTING SERVICES	25.00
CONSULTING-PD	CONSULTING SERVICES	25.00
CONSULTING-PD	CONSULTING SERVICES	25.00
Fund 111 - GENERAL Total:		110.00
Vendor 09746 - LEAL NOHEMI Total:		110.00
Vendor: 10228 - LORE BRIAN & LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,200.00
Fund 111 - GENERAL Total:		1,200.00
Vendor 10228 - LORE BRIAN & LORI Total:		1,200.00
Vendor: 10285 - L-TRON CORPORATION		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	78.00
Fund 111 - GENERAL Total:		78.00
Vendor 10285 - L-TRON CORPORATION Total:		78.00
Vendor: 07588 - MATTHEW M. HUTT		
Fund: 111 - GENERAL		
PRE EMPL.EVAL. - K.JOHNSON	CONTRACTUAL SERVICES	450.00
Fund 111 - GENERAL Total:		450.00
Vendor 07588 - MATTHEW M. HUTT Total:		450.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
Department supplies-REC	DEPARTMENT SUPPLIES	9.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	38.36
BLDG MAINT PARK	BUILDING MAINTENANCE	51.91
DEPT SUPP PARK	DEPARTMENT SUPPLIES	7.74
GROUND MAINT PARK	GROUNDS MAINTENANCE	4.97
Fund 111 - GENERAL Total:		127.96
Fund: 212 - STREETS		
SUPP - WELDABLE STEEL FLATS	DEPARTMENT SUPPLIES	39.66
SUPP - GAS CAN	DEPARTMENT SUPPLIES	44.99
SUPP - GALV. STRAP	DEPARTMENT SUPPLIES	6.99
BEDLINER KIT FOR BUCKET TRU...	EQUIPMENT	115.98
SUPP - SHIM, CONCRETE SEAL	DEPARTMENT SUPPLIES	18.24
CULVERT	STREET REPAIR SUPPLIES	125.48
SUPP - MASK, PAINT	DEPARTMENT SUPPLIES	51.50
Fund 212 - STREETS Total:		402.84
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	15.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		15.98
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	15.98
Fund 631 - WASTEWATER Total:		15.98
Fund: 641 - WATER		
DEPT SUP WTR	DEPARTMENT SUPPLIES	1,175.93
DEPT SUP WTR	DEPARTMENT SUPPLIES	16.04
DEPT SUP WTR	DEPARTMENT SUPPLIES	55.71
DEPT SUP WTR	DEPARTMENT SUPPLIES	23.52
Fund 641 - WATER Total:		1,271.20
Vendor 07628 - MENARDS, INC Total:		1,833.96

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Description (Payable)	Account Name	Amount
Vendor: 09355 - MIDWEST MACHINERY & SUPPLY CO		
Fund: 212 - STREETS		
SUPP - CABLE POSTS & J BOLTS	DEPARTMENT SUPPLIES	1,354.07
Fund 212 - STREETS Total:		1,354.07
Vendor 09355 - MIDWEST MACHINERY & SUPPLY CO Total:		1,354.07
Vendor: 09543 - NATIONAL TELEPHONE MESSAGE CORP		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	252.22
Fund 111 - GENERAL Total:		252.22
Vendor 09543 - NATIONAL TELEPHONE MESSAGE CORP Total:		252.22
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,569.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,569.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,569.10
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY		
Fund: 631 - WASTEWATER		
LICENSES & PERMITS	LICENSE/PERMITS	150.00
LICENSES & PERMITS	LICENSE/PERMITS	150.00
LICENSES / PERMITS	LICENSE/PERMITS	150.00
Fund 631 - WASTEWATER Total:		450.00
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:		450.00
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
SALES & USE TAX	SALES TAX PAYABLE	3,251.15
Fund 111 - GENERAL Total:		3,251.15
Fund: 621 - ENVIRONMENTAL SERVICES		
SALES & USE TAX	SALES TAX PAYABLE	219.67
Fund 621 - ENVIRONMENTAL SERVICES Total:		219.67
Fund: 631 - WASTEWATER		
SALES & USE TAX	SALES TAX PAYABLE	13,569.03
Fund 631 - WASTEWATER Total:		13,569.03
Fund: 641 - WATER		
SALES & USE TAX	SALES TAX PAYABLE	2,887.68
Fund 641 - WATER Total:		2,887.68
Fund: 661 - STORMWATER		
SALES & USE TAX	SALES TAX PAYABLE	785.44
Fund 661 - STORMWATER Total:		785.44
Vendor 00797 - NE DEPT OF REVENUE Total:		20,712.97
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER		
Fund: 215 - SPECIAL PROJECTS		
K9-SWAT CAMP-PD	DEPARTMENT SUPPLIES	1,051.00
Fund 215 - SPECIAL PROJECTS Total:		1,051.00
Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:		1,051.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
ELECTRICITY	ELECTRICITY	94.82
Fund 111 - GENERAL Total:		94.82
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	11,963.11
ELECTRICITY	ELECTRIC POWER	155.02
Fund 631 - WASTEWATER Total:		12,118.13
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	6,511.70

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Description (Payable)	Account Name	Amount
ELECTRICITY	ELECTRIC POWER	8,686.68
Fund 641 - WATER Total:		15,198.38
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		27,411.33
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	50.56
GROUND MAINT PARK	GROUNDS MAINTENANCE	13.76
GROUND MAINT PARK	GROUNDS MAINTENANCE	37.19
Fund 111 - GENERAL Total:		101.51
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		101.51
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	428.00
Fund 111 - GENERAL Total:		428.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		428.00
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC		
Fund: 661 - STORMWATER		
DEPT SUP	FACILITY REPAIRS	684.80
Fund 661 - STORMWATER Total:		684.80
Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:		684.80
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	285.00
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		385.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		385.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,491.33
Fund 111 - GENERAL Total:		5,491.33
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,491.33
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC		
Fund: 111 - GENERAL		
Concessions Supplies-REC	CONCESSION SUPPLIES	209.10
Concessions Supplies-REC	CONCESSION SUPPLIES	171.80
Concessions supplies-REC	CONCESSION SUPPLIES	110.80
Concessions Supplies-REC	CONCESSION SUPPLIES	25.50
Concessions Supplies-REC	CONCESSION SUPPLIES	61.00
Concessions Supplies-REC	CONCESSION SUPPLIES	86.00
Fund 111 - GENERAL Total:		664.20
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:		664.20
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,711.29
Fund 713 - CASH & INVESTMENT POOL Total:		9,711.29
Vendor 01276 - PLATTE VALLEY BANK Total:		9,711.29
Vendor: 10366 - POWER SCREENING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIPMENT	EQUIPMENT	4,250.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,250.00
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	4,250.00
Fund 631 - WASTEWATER Total:		4,250.00
Vendor 10366 - POWER SCREENING LLC Total:		8,500.00

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Description (Payable)	Account Name	Amount
Vendor: 01920 - PRAISE WINDOWS INC		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	350.00
Fund 111 - GENERAL Total:		350.00
Vendor 01920 - PRAISE WINDOWS INC Total:		350.00
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	35.00
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	18.01
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	49.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	0.01
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	187.14
Fund 111 - GENERAL Total:		290.15
Vendor 00266 - QUILL CORPORATION Total:		290.15
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	139.16
Fund 213 - CEMETERY Total:		139.16
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:		139.16
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
HEALTH INS. PREM. - AUGUST 2...	PREMIUM EXPENSE	45,963.47
CLAIMS	CLAIMS EXPENSE	65,037.28
Fund 812 - HEALTH INSURANCE Total:		111,000.75
Vendor 04089 - REGIONAL CARE INC Total:		111,000.75
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER		
Fund: 111 - GENERAL		
CPR CARDS	SCHOOL & CONFERENCE	85.00
Fund 111 - GENERAL Total:		85.00
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:		85.00
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		40.00
Vendor 00798 - REGISTER OF DEEDS Total:		40.00
Vendor: 10041 - RODRIGUEZ JOSE R		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	395.00
Fund 111 - GENERAL Total:		395.00
Vendor 10041 - RODRIGUEZ JOSE R Total:		395.00
Vendor: 10378 - ROSITA'S		
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	298.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		298.00
Vendor 10378 - ROSITA'S Total:		298.00
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	164.77
Fund 713 - CASH & INVESTMENT POOL Total:		164.77
Vendor 00026 - S M E C Total:		164.77

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Description (Payable)	Account Name	Amount
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 10368 - SCHWARTZ JENNIFER		
Fund: 223 - KENO		
TREE REBATE	CONTRACTUAL SERVICES	147.50
Fund 223 - KENO Total:		147.50
Vendor 10368 - SCHWARTZ JENNIFER Total:		147.50
Vendor: 00734 - SCOTT WALTON		
Fund: 621 - ENVIRONMENTAL SERVICES		
Equipment Maintenance-SAN	EQUIPMENT MAINTENANCE	827.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		827.50
Vendor 00734 - SCOTT WALTON Total:		827.50
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE	DEPARTMENT SUPPLIES	375.00
Fund 218 - PUBLIC SAFETY Total:		375.00
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		375.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	936.00
Fund 713 - CASH & INVESTMENT POOL Total:		936.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		936.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	157.29
Fund 641 - WATER Total:		157.29
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		157.29
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - STREETS		
GLASS BEADS FOR PAINT STRIPI...	STREET REPAIR SUPPLIES	1,590.00
Fund 212 - STREETS Total:		1,590.00
Vendor 00786 - SHERWIN WILLIAMS Total:		1,590.00
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 111 - GENERAL		
GRUND MAINT PARK	GROUNDS MAINTENANCE	316.00
Fund 111 - GENERAL Total:		316.00
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	227.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	398.50
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	247.35
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	562.25
Fund 212 - STREETS Total:		1,435.35
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	426.40
DEPT SUP	DEPARTMENT SUPPLIES	316.45
Fund 641 - WATER Total:		742.85
Vendor 01031 - SIMON CONTRACTORS Total:		2,494.20

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Description (Payable)	Account Name	Amount
Vendor: 10377 - SKILES INDUSTRIES INC.		
Fund: 224 - ECONOMIC DEVELOPMENT		
LB840 FUNDS - ED ASSISTANCE ... ECONOMIC DEVELOPMENT		100,000.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	100,000.00
	Vendor 10377 - SKILES INDUSTRIES INC. Total:	100,000.00
Vendor: 10376 - SMITH LAND COMPANY, LLC		
Fund: 111 - GENERAL		
OPTION-LAND PURCHASE (AQU... STRUCTURES		5,000.00
	Fund 111 - GENERAL Total:	5,000.00
	Vendor 10376 - SMITH LAND COMPANY, LLC Total:	5,000.00
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
ELECTRICAL PARK	ELECTRICAL MAINTENANCE	92.50
ELECTRICAL PARK	ELECTRICAL MAINTENANCE	1,282.83
	Fund 111 - GENERAL Total:	1,375.33
	Vendor 00513 - SNELL SERVICES INC. Total:	1,375.33
Vendor: 00428 - STATE FIRE MARSHALL		
Fund: 111 - GENERAL		
FIREFIGHTER I AND II - SITTNER	SCHOOL & CONFERENCE	100.00
	Fund 111 - GENERAL Total:	100.00
	Vendor 00428 - STATE FIRE MARSHALL Total:	100.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	293.00
	Fund 641 - WATER Total:	293.00
	Vendor 00054 - STATE HEALTH LAB Total:	293.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	315.00
	Fund 111 - GENERAL Total:	315.00
	Vendor 01235 - STATE OF NE. Total:	315.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	8,381.50
RETIREMENT	REGULAR RETIRE EE PAY	9,275.48
RETIREMENT	DEFERRED COMP EE PAY	1,240.00
RETIREMENT	DEFERRED COMP EE PAY	1,713.83
RETIREMENT	DEFERRED COMP EE PAY	570.64
RETIREMENT	RETIRE FIRE EE PAYABLE	5,850.46
RETIREMENT	RETIRE FIRE EE PAYABLE	3,090.24
RETIREMENT	RETIRE POLICE EE PAY	7,174.37
RETIREMENT	RETIRE POLICE EE PAY	6,430.19
	Fund 713 - CASH & INVESTMENT POOL Total:	43,726.71
	Vendor 09865 - UNION BANK & TRUST Total:	43,726.71
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
POWER CORD	DEPARTMENT SUPPLIES	45.89
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	35.00
MEMBERSHIP DUES	MEMBERSHIPS	155.00
DEPT SUPP REC	DEPARTMENT SUPPLIES	849.00
CPR MANNEQUINS	DEPARTMENT SUPPLIES	870.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	82.39
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	103.00
UNIFORMS-PD	UNIFORMS & CLOTHING	194.50
HELMET SHIELD- SITTNER	UNIFORMS & CLOTHING	59.84
OFFICE SUPPLIES FOR PREVENT...	DEPARTMENT SUPPLIES	190.72

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Description (Payable)	Account Name	Amount
MIXED FUEL FOR SAWS	DEPARTMENT SUPPLIES	119.97
Dep. Sup.	DEPARTMENT SUPPLIES	625.00
Dep. Sup.	DEPARTMENT SUPPLIES	110.72
Dep. Sup.	DEPARTMENT SUPPLIES	80.38
Dep. Sup.	DEPARTMENT SUPPLIES	470.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,138.51
Dep. Sup.	DEPARTMENT SUPPLIES	10.00
SCHOOL & CONF HR	SCHOOL & CONFERENCE	999.00
Department Supplies-REC	DEPARTMENT SUPPLIES	925.55
Prgmg.	PROGRAMMING	50.00
Prgmg.	PROGRAMMING	28.80
Fund 111 - GENERAL Total:		7,143.27
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPL-PD	DEPARTMENT SUPPLIES	56.98
Fund 215 - SPECIAL PROJECTS Total:		56.98
Fund: 218 - PUBLIC SAFETY		
CIP-BODY ARMOR-PD	EQUIPMENT MAINTENANCE	1,037.00
Fund 218 - PUBLIC SAFETY Total:		1,037.00
Fund: 661 - STORMWATER		
POSTAGE	POSTAGE	54.80
Fund 661 - STORMWATER Total:		54.80
Vendor 08828 - US BANK Total:		8,292.05
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	35.24
DRINKING WATER	DEPARTMENT SUPPLIES	24.36
Dep. Sup.	DEPARTMENT SUPPLIES	167.02
TOWELS AND DETERGENT	DEPARTMENT SUPPLIES	72.37
Fund 111 - GENERAL Total:		298.99
Vendor 00022 - WALMART Total:		298.99
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	7.09
GROUND MAINT PARK	GROUNDS MAINTENANCE	57.56
GROUND MAINT PARK	GROUNDS MAINTENANCE	27.04
Fund 111 - GENERAL Total:		91.69
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		91.69
Grand Total:		531,378.38

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	78,592.89	3,251.15
212 - STREETS	11,818.04	0.00
213 - CEMETERY	410.99	0.00
215 - SPECIAL PROJECTS	1,107.98	0.00
218 - PUBLIC SAFETY	1,412.00	0.00
223 - KENO	147.50	0.00
224 - ECONOMIC DEVELOPMENT	100,298.98	0.00
621 - ENVIRONMENTAL SERVICES	26,753.68	219.67
631 - WASTEWATER	32,150.00	13,569.03
641 - WATER	33,036.47	2,887.68
661 - STORMWATER	3,621.81	785.44
713 - CASH & INVESTMENT POOL	131,026.52	131,026.52
721 - GIS SERVICES	0.77	0.00
812 - HEALTH INSURANCE	111,000.75	65,037.28
Grand Total:	531,378.38	216,776.77

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	3,251.15	3,251.15
111-52111-111	DEPARTMENT SUPPLIES	749.65	0.00
111-52111-116	DEPARTMENT SUPPLIES	1,115.53	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,352.67	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,163.56	0.00
111-52111-151	DEPARTMENT SUPPLIES	1,891.44	0.00
111-52111-171	DEPARTMENT SUPPLIES	279.13	0.00
111-52111-172	DEPARTMENT SUPPLIES	10,936.49	0.00
111-52114-172	CONCESSION SUPPLIES	1,401.65	0.00
111-52121-151	JANITORIAL SUPPLIES	373.48	0.00
111-52121-171	JANITORIAL SUPPLIES	429.38	0.00
111-52162-142	FIREARMS SUPPLIES	32.00	0.00
111-52163-142	INVESTIGATIVE EXPENSES	49.99	0.00
111-52181-141	UNIFORMS & CLOTHING	59.84	0.00
111-52181-142	UNIFORMS & CLOTHING	194.50	0.00
111-52222-151	COLLECTIONS	1,224.64	0.00
111-52223-151	PROGRAMMING	302.94	0.00
111-52311-111	MEMBERSHIPS	155.00	0.00
111-52411-141	POSTAGE	36.54	0.00
111-53111-112	CONTRACTUAL SERVICES	450.00	0.00
111-53111-116	CONTRACTUAL SERVICES	2,298.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,371.33	0.00
111-53111-151	CONTRACTUAL SERVICES	142.46	0.00
111-53111-171	CONTRACTUAL SERVICES	3,885.00	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53121-142	CONSULTING SERVICES	110.00	0.00
111-53421-171	BUILDING MAINTENANCE	767.22	0.00
111-53421-172	BUILDING MAINTENANCE	1,884.33	0.00
111-53431-171	ELECTRICAL MAINTENAN...	1,375.33	0.00
111-53441-111	EQUIPMENT MAINTENAN...	534.94	0.00
111-53441-142	EQUIPMENT MAINTENAN...	78.00	0.00
111-53441-151	EQUIPMENT MAINTENAN...	350.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	4,327.64	0.00
111-53441-172	EQUIPMENT MAINTENAN...	6,617.03	0.00
111-53451-142	VEHICLE MAINTENANCE	576.00	0.00
111-53471-171	GROUPS MAINTENANCE	3,863.99	0.00
111-53511-171	ELECTRICITY	94.82	0.00
111-53521-111	HEATING FUEL	40.65	0.00
111-53521-141	HEATING FUEL	34.39	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-142	HEATING FUEL	69.41	0.00
111-53521-151	HEATING FUEL	76.57	0.00
111-53521-171	HEATING FUEL	41.59	0.00
111-53521-172	HEATING FUEL	3,089.10	0.00
111-53561-111	PHONE & INTERNET	6.08	0.00
111-53561-112	PHONE & INTERNET	2.57	0.00
111-53561-114	PHONE & INTERNET	1.21	0.00
111-53561-115	PHONE & INTERNET	1.40	0.00
111-53561-121	PHONE & INTERNET	7.72	0.00
111-53561-141	PHONE & INTERNET	5.95	0.00
111-53561-142	PHONE & INTERNET	1,507.13	0.00
111-53561-151	PHONE & INTERNET	11.27	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	3.05	0.00
111-53571-141	CELLULAR PHONE	237.23	0.00
111-53711-112	SCHOOL & CONFERENCE	999.00	0.00
111-53711-141	SCHOOL & CONFERENCE	185.00	0.00
111-53711-142	SCHOOL & CONFERENCE	162.56	0.00
111-53751-114	COMMUNITY DEVELOPM...	7,302.99	0.00
111-53913-112	RECRUITMENT	80.00	0.00
111-54311-172	STRUCTURES	5,000.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,728.80	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,962.83	0.00
212-53111-212	CONTRACTUAL SERVICES	26.78	0.00
212-53441-212	EQUIPMENT MAINTENAN...	219.05	0.00
212-53491-212	STREET MAINTENANCE	2,575.25	0.00
212-53521-212	HEATING FUEL	182.60	0.00
212-53561-212	PHONE & INTERNET	6.75	0.00
212-54411-212	EQUIPMENT	115.98	0.00
213-52111-213	DEPARTMENT SUPPLIES	173.70	0.00
213-52411-213	POSTAGE	30.01	0.00
213-53211-213	LEGAL FEES	40.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	160.16	0.00
213-53561-213	PHONE & INTERNET	7.12	0.00
215-52111-142	DEPARTMENT SUPPLIES	1,107.98	0.00
218-52111-142	DEPARTMENT SUPPLIES	375.00	0.00
218-53441-142	EQUIPMENT MAINTENAN...	1,037.00	0.00
223-53111-113	CONTRACTUAL SERVICES	147.50	0.00
224-52111-113	DEPARTMENT SUPPLIES	298.00	0.00
224-53561-113	PHONE & INTERNET	0.98	0.00
224-59111-114	ECONOMIC DEVELOPME...	100,000.00	0.00
621-21311	SALES TAX PAYABLE	219.67	219.67
621-52111-621	DEPARTMENT SUPPLIES	21,398.01	0.00
621-53111-621	CONTRACTUAL SERVICES	17.81	0.00
621-53441-621	EQUIPMENT MAINTENAN...	827.50	0.00
621-53521-621	HEATING FUEL	38.76	0.00
621-53561-621	PHONE & INTERNET	1.93	0.00
621-54411-621	EQUIPMENT	4,250.00	0.00
631-21311	SALES TAX PAYABLE	13,569.03	13,569.03
631-52111-631	DEPARTMENT SUPPLIES	15.98	0.00
631-53111-631	CONTRACTUAL SERVICES	965.91	0.00
631-53441-631	EQUIPMENT MAINTENAN...	778.60	0.00
631-53531-631	ELECTRIC POWER	12,118.13	0.00
631-53561-631	PHONE & INTERNET	2.35	0.00
631-54411-631	EQUIPMENT	4,250.00	0.00
631-59211-631	LICENSE/PERMITS	450.00	0.00
641-21311	SALES TAX PAYABLE	2,887.68	2,887.68
641-52111-641	DEPARTMENT SUPPLIES	4,729.07	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-52116-641	METERS	2,880.15	0.00
641-52117-641	SAMPLES	678.00	0.00
641-52181-641	UNIFORMS & CLOTHING	157.29	0.00
641-52411-641	POSTAGE	182.24	0.00
641-52611-641	CHEMICALS	6,002.09	0.00
641-53111-641	CONTRACTUAL SERVICES	148.10	0.00
641-53451-641	VEHICLE MAINTENANCE	26.00	0.00
641-53521-641	HEATING FUEL	143.78	0.00
641-53531-641	ELECTRIC POWER	15,198.38	0.00
641-53561-641	PHONE & INTERNET	3.69	0.00
661-21311	SALES TAX PAYABLE	785.44	785.44
661-52411-661	POSTAGE	54.80	0.00
661-53111-661	CONTRACTUAL SERVICES	2,095.00	0.00
661-53461-661	FACILITY REPAIRS	684.80	0.00
661-53561-661	PHONE & INTERNET	1.77	0.00
713-21512	MEDICARE W/H EE PAYAB...	9,509.88	9,509.88
713-21513	FICA W/H EE PAYABLE	35,168.04	35,168.04
713-21514	FED W/H EE PAYABLE	28,887.65	28,887.65
713-21517	POL UNION DUES EE PAY	936.00	936.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	164.77	164.77
713-21527	WAGE ATTACHMENT EE ...	292.25	292.25
713-21528	REGULAR RETIRE EE PAY	17,656.98	17,656.98
713-21529	DEFERRED COMP EE PAY	3,524.47	3,524.47
713-21531	RETIRE FIRE EE PAYABLE	8,940.70	8,940.70
713-21533	RETIRE POLICE EE PAY	13,604.56	13,604.56
713-21539	CHILD SUPPORT EE PAY	2,307.18	2,307.18
713-21541	HSA EE PAYABLE	9,711.29	9,711.29
721-53561-721	PHONE & INTERNET	0.77	0.00
812-53861-112	PREMIUM EXPENSE	45,963.47	0.00
812-53862-112	CLAIMS EXPENSE	65,037.28	65,037.28
Grand Total:		531,378.38	216,776.77

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	527,743.83	216,776.77
2122152111	56.98	0.00
2122153711	1,051.00	0.00
21852111142	375.00	0.00
6002052411	54.80	0.00
6002053111	2,095.00	0.00
6002053561	1.77	0.00
Grand Total:		531,378.38

UTILITY REFUNDS 8-1-22

Account #	Contact	Service Address	Refund Amount
<u>015-0637-01</u>	JEANIE WILLIAMS	514 W 32ND ST SCOTTSBLUFF NE 69361	8.59
<u>035-3881-01</u>	WESTERN TRAVEL TERMINAL	822 S BELTLINE HW SCOTTSBLUFF NE 69361	237.71
<u>035-6451-01</u>	WESTERN TRAVEL TERM-CAR WASH	720 S BELTLINE HWY W SCOTTSBLUFF NE 69361	508.36
<u>015-2162-01</u>	WILLIAM C STEELE	617 W 31ST ST SCOTTSBLUFF NE 69361	32.59
<u>010-2298-03</u>	HAGEN E GUZMAN	2219 AVE E SCOTTSBLUFF NE 69361	2.74
<u>010-6454-02</u>	MERIDIAN TRUST FEDERAL CREDIT UNION	3321 AVE I SCOTTSBLUFF NE 69361	3.07
<u>070-4760-10</u>	JENNA GRIFFEE	1925 E 32ND ST SCOTTSBLUFF NE 69361	10.46
<u>070-5292-07</u>	ROCKSTEP UPTOWN SCOTTSBLUFF	2302 FRONTAGE SPACE 11 RD SCOTTSBLUFF NE 69361	203.02
<u>010-3734-10</u>	ERIC A SIMMONS	2613 AVE F SCOTTSBLUFF NE 69361	128.28
9			\$1,134.82

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m.to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: August 1, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License application from Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution ☒ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Powerhouse on Broadway, LLC
c/o Kerri Schaff
1721 Broadway
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL EXHIBIT 1

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

License
Class: C

License Number:

125015

RECEIVED

Office Use Only

JUN 02 2022

One Stamp HERE ONLY

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING

TOP Yes / No

Hot List Yes / No

Initial: KF
BH

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Kerri Schaff

TRADE (DBA) NAME Powerhouse on Broadway LLC dba Powerhouse Social

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Kerri Schaff 308-641-8068

CONTACT EMAIL ADDRESS Kerri@mcSchaff.com

0
0

10-31-2032

Floors licensed ?
 147 - David Sig
 lease from Krah
 Business Plan
 Need page 2 of 103

no fee Submitted

Office use only

PAYMENT TYPE P Permt

AMOUNT 400 RCPT

RECEIVED: 6-13-22

DATE DEPOSITED _____



2200007339

FORM 100
REV 1/10/2022
PAGE 1

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125---Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

FORM 100
REV 1/10/2022
PAGE 2

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES **CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY**
- ☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
 Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☐
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☐ Corporate License (requires FORM 101 & FORM 103)
- ☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Phone Number

Firm Name

Email address

Should we contact you with any questions on the application? YES ☐ NO ☐

FORM 100
 REV 1/10/2022
 PAGE 3

PREMISES INFORMATION

Trade Name (doing business as) Powerhouse on Broadway ^{LLC} dba Powerhouse Social
 Street Address 1721 Broadway
 City Scottsbluff County Scotts Bluff Zip Code 69361
+2434
 Premises Telephone number (308) 633-2288
 Business e-mail address Kerrie@mcshaff.com
 Is this location inside the city/village corporate limits YES ☒ NO ☐

MAILING ADDRESS (where you want to receive mail from the Commission)

☒ Check if same as premises

Name _____
 Street Address _____
 City _____ State _____ Zip Code _____

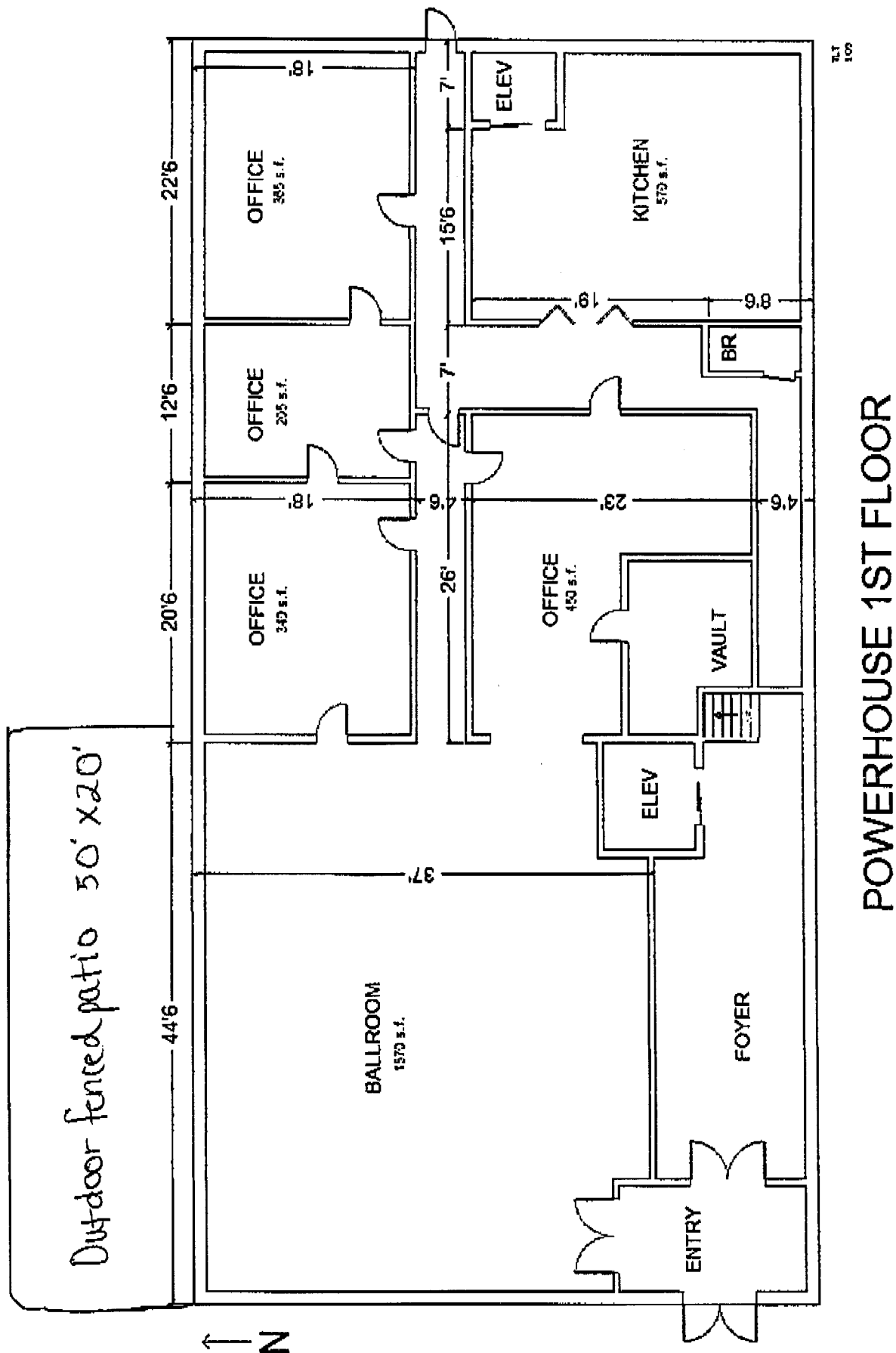
DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

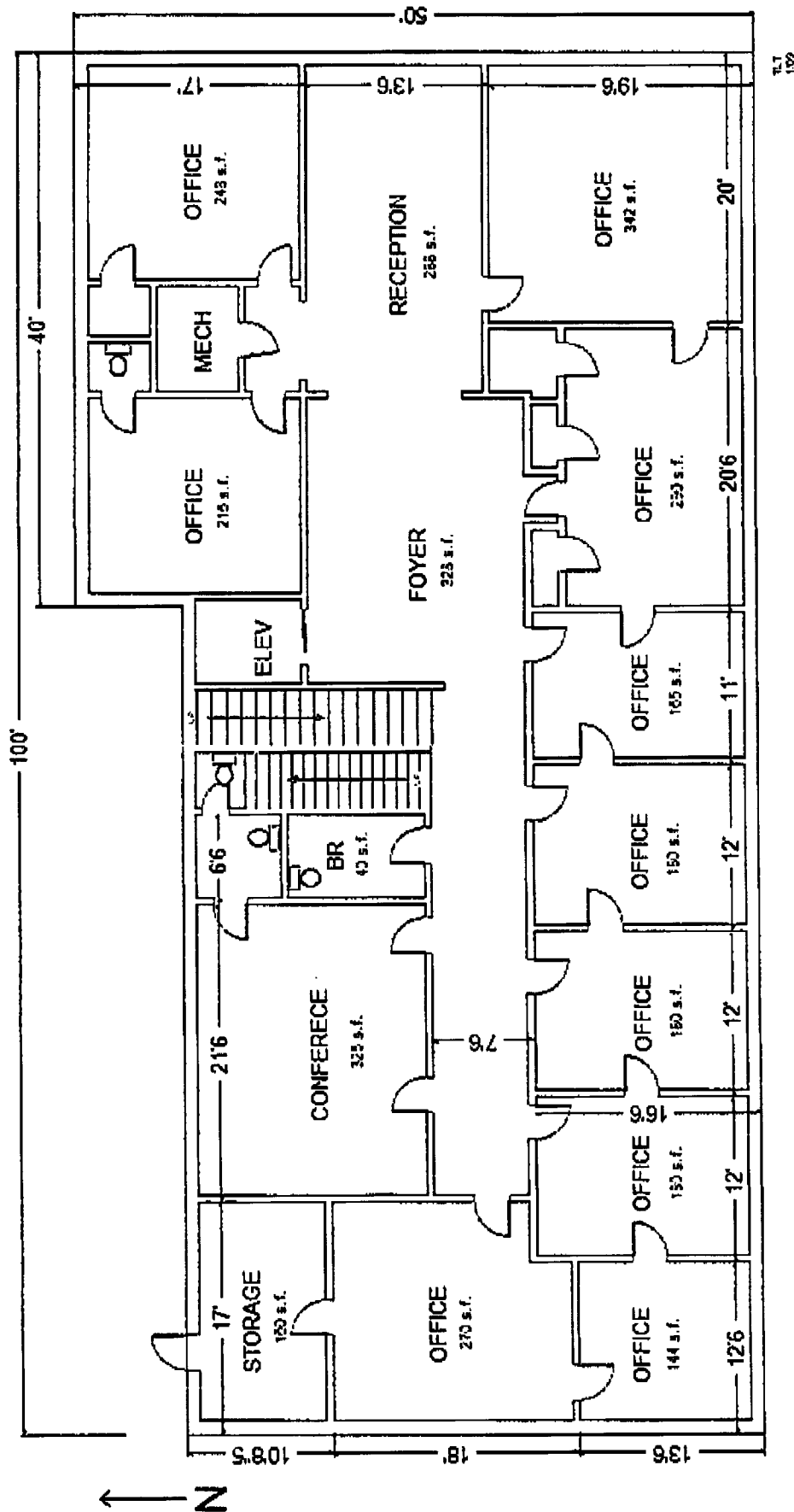
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
 DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
 PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
 INDICATE THE DIRECTION OF NORTH

Building length 100 x width 50 in feet
 Is there a basement? Yes ☒ No ☐ If yes, length 100 x width 50 in feet
 Is there an outdoor area? Yes ☒ No ☐ If yes, length 50 x width 20 in feet
 Number of floors of the building 4 (plus basement)

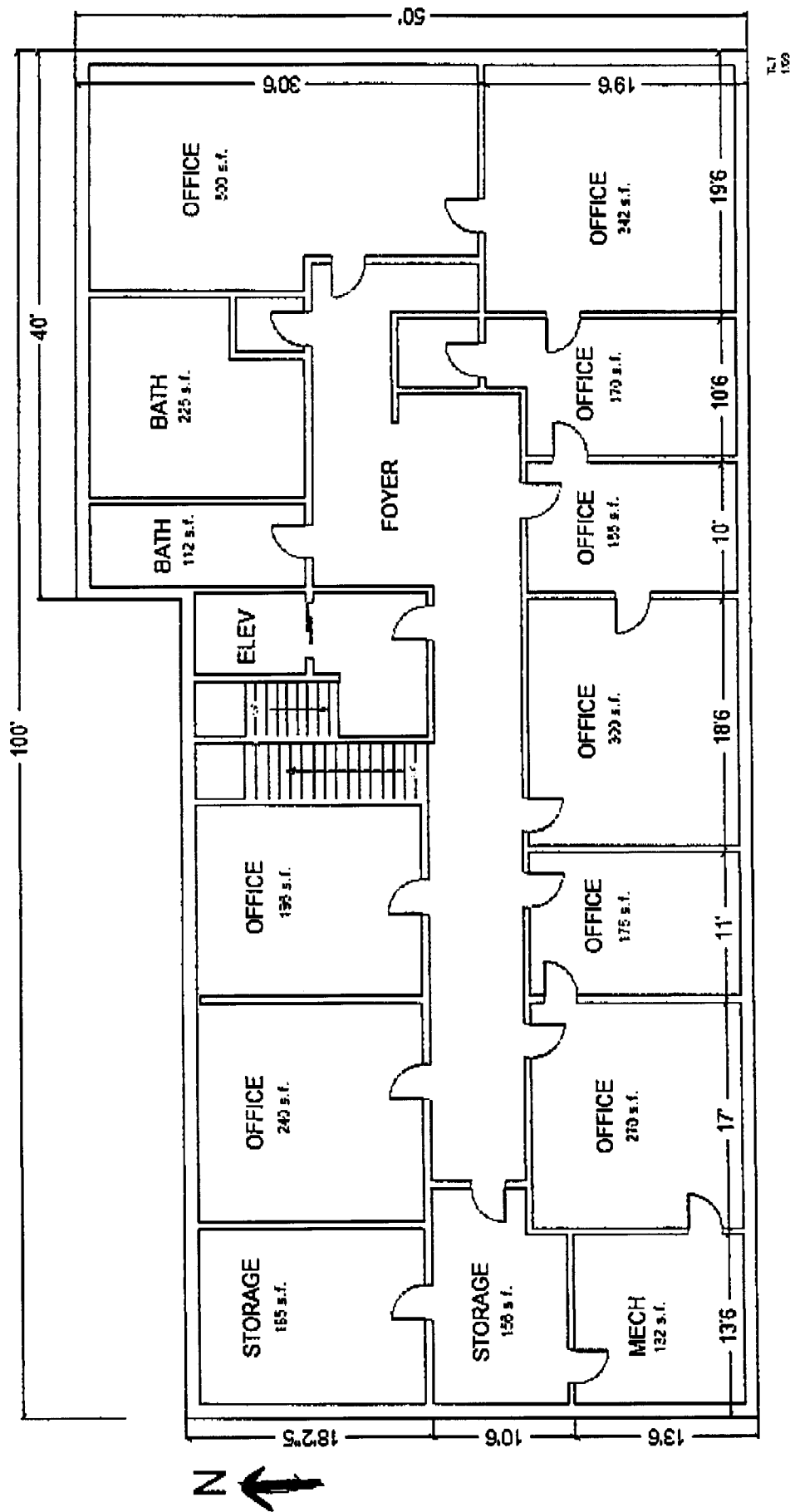
PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

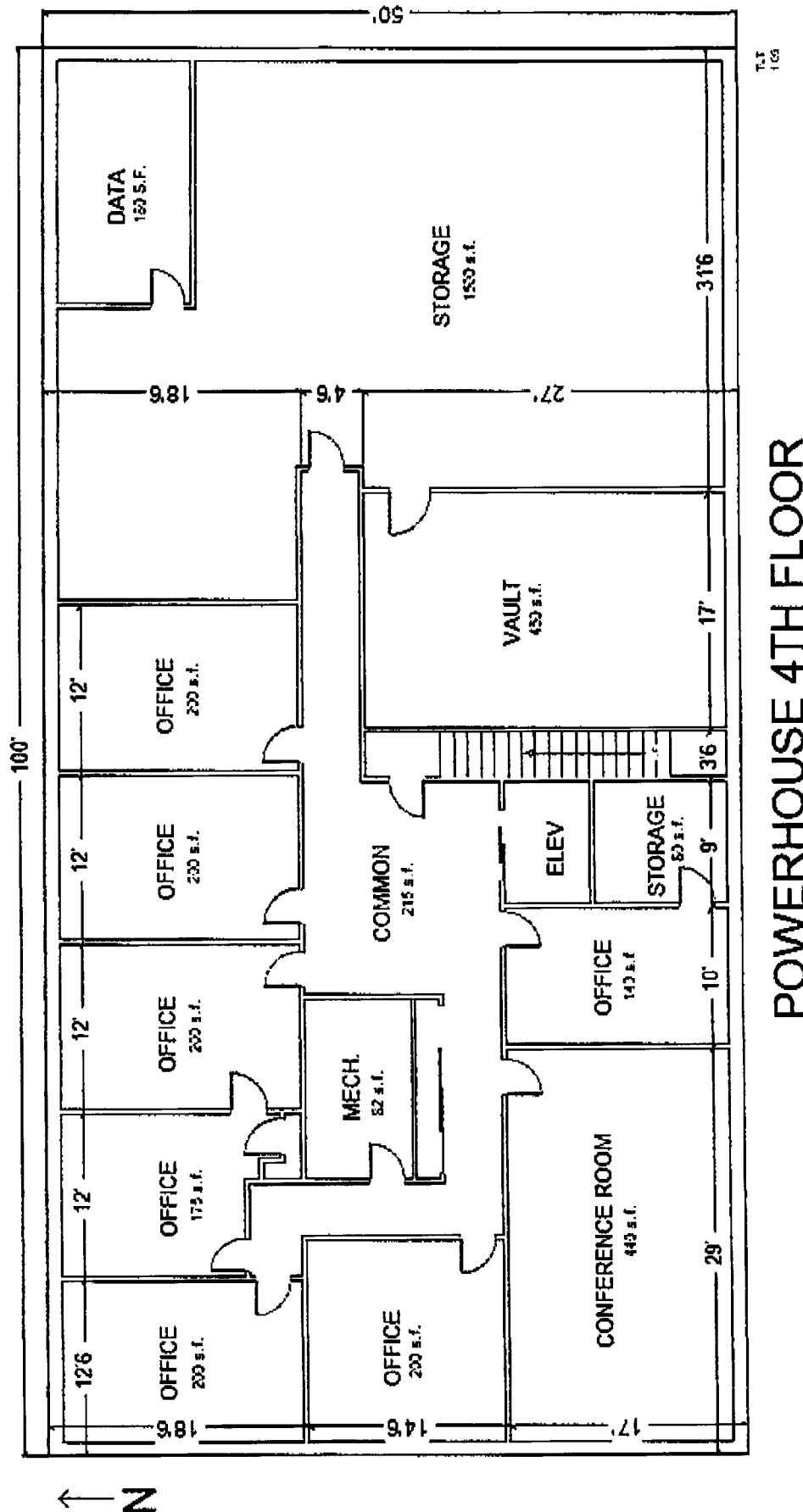
1st, 2nd, & 3rd floors

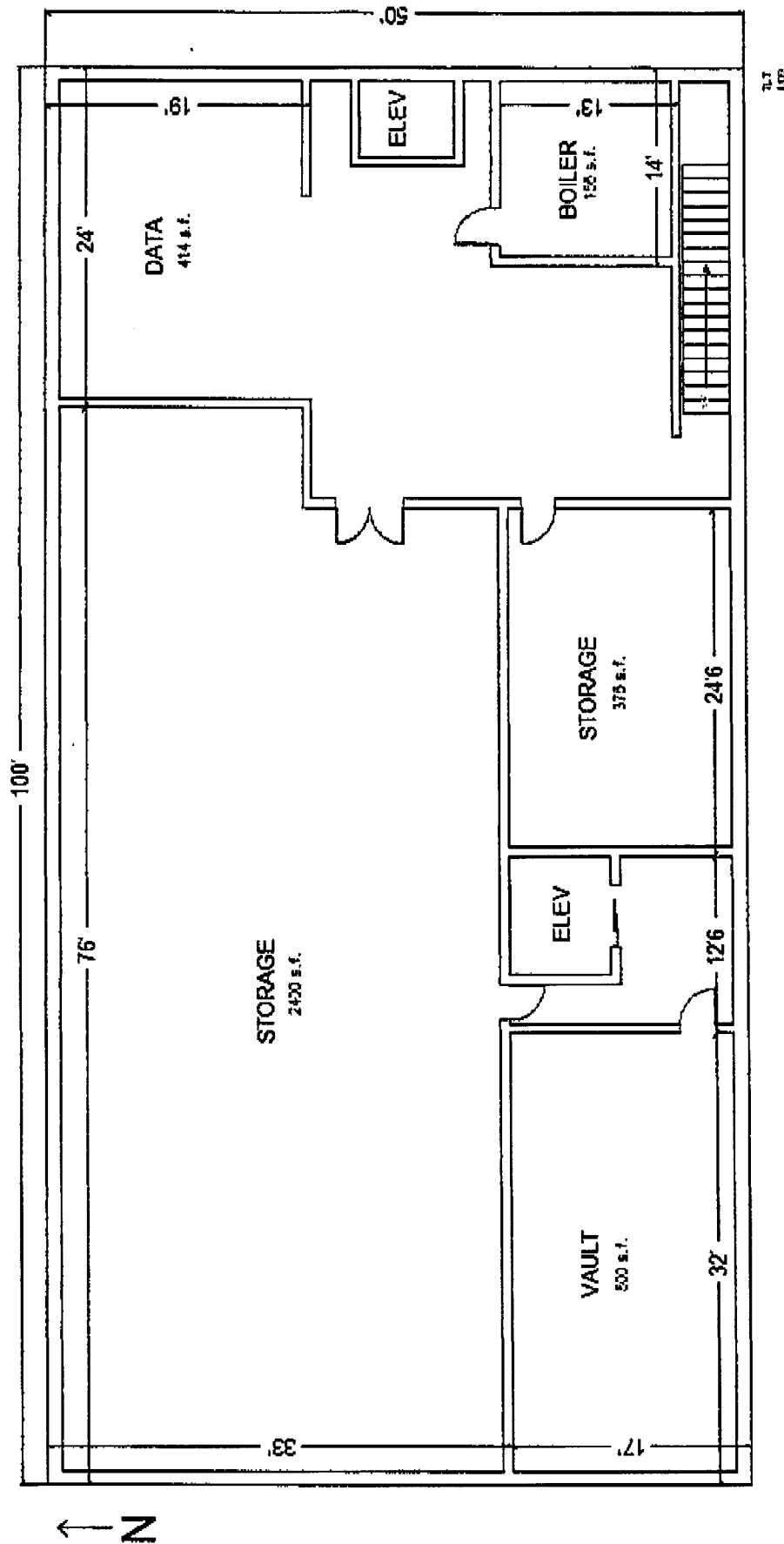




POWERHOUSE 2ND FLOOR







POWERHOUSE BASEMENT

APPLICANT INFORMATION**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

 YES X NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

 YES X NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

 YES X NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

 YES X NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender(s) FNBO, Scottsbluff

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☒ YES ☐ NO

If yes, explain. (all involved persons must be disclosed on application)

David Schaff, Spouse

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

☐ YES ☒ NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

FNBO, Scottsbluff branch a) David Schaff

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

☒ Lease expiration date 10-31-2032
☒ Deed
☐ Purchase Agreement

14. When do you intend to open for business? June 2022

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 10AM - 11PM 7days/wk

17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM	TO	SPOUSE CITY & STATE	YEAR FROM	TO
<u>Kerri Schaff Scottsbluff, NE</u>	<u>2000</u>	<u>Present</u>	<u>David Schaff Scottsbluff, NE</u>	<u>2000</u>	<u>Present</u>

If necessary, attach a separate sheet

FORM 100
REV 1/10/2022
PAGE 7

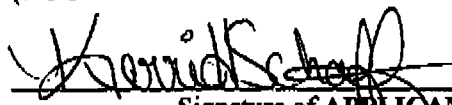
PERSONAL OATH AND CONSENT OF INVESTIGATION**SIGNATURE PAGE -****PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)


Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Kerri H Schaff
Printed Name of **APPLICANT**

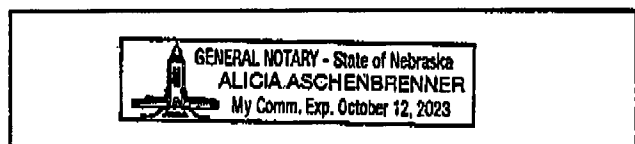
State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this

May 9, 2022
(Date)

By Kerri H. Schaff
Name of person(s) signing document in front of Notary


Notary Public Signature




Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

David Schaff
Printed Name of **SPOUSE**

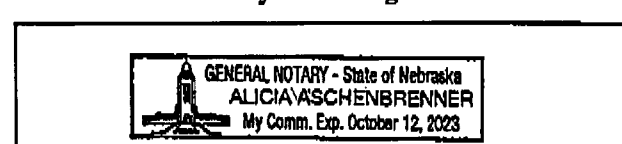
State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this

May 9, 2022
(Date)

By David Schaff
Name of person(s) signing document in front of Notary


Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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

Office Use

RECEIVED

JUN 02 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Simmons Olsen Law Firm

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Powerhouse on Broadway LLC

LLC Address: 1721 Broadway

City: Scottsbluff State: NE Zip Code: 69361 +2434

LLC Phone Number: (308) 633-2288 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Schaff First Name: Kerri MI: H

Home Address: 2510 3rd Ave City: Scottsbluff

State: NE Zip Code: 69361 +170A Home Phone Number: (308) 641-8068

Kerri H. Schaff

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

May 9, 2022

by Kerri H. Schaff
name of person acknowledge

Date

Alicia Aschenbrenner

Attest Seal

GENERAL NOTARY - State of Nebraska
ALICIA ASCHENBRENNER
My Comm. Exp. October 12, 2023

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Schaff First Name: Kerri MI: H

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): David A. Schaff

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 51

Last Name: Schaff First Name: David MI: A

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): Kerri H. Schaff

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 49

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

FORM 102
REV JUNE 2015

Nebraska Secretary of State

POWERHOUSE ON BROADWAY, LLC

Fri Jun 10 10:37:47 2022

SOS Account Number

2111307459

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

SIMMONS OLSEN LAW FIRM, P.C., L.L.O.

1502 SECOND AVENUE

SCOTTSBLUFF, NE 69361

Designated Office Address

2510 3RD AVENUE

SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Nov 24 2021

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for POWERHOUSE ON BROADWAY, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Nov 24 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jan 10 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

**CERTIFICATE OF ORGANIZATION
OF
POWERHOUSE ON BROADWAY, LLC**

Name: The name of the Company shall be Powerhouse on Broadway, LLC.

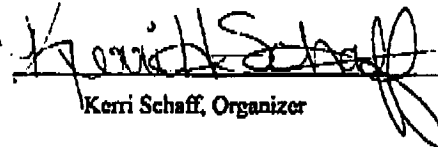
Initial Designated Office: The initial designated office of the Company shall be:

2510 3rd Avenue
Scottsbluff, NE 69361

Initial Agent for Service of Process: The name and address of the initial agent for service of process is:

Simmons Olsen Law Firm, P.C., L.L.O.
1502 Second Avenue
Scottsbluff, NE 69361

Dated: November 18, 2021.


Kerri Schaff, Organizer

MANAGER APPLICATION INSERT - FORM 3c

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

Office Use

RECEIVED

JUN 02 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application.

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half, the manager completes the bottom half. Be sure to complete both halves of this form.
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert not required

BARCODE

Form 100
Rev. July 2018
Page 1 of 6

3
3
6

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE (402) 471-2571
FAX (402) 471-2814
Website: www.lec.nebraska.gov

Office Use

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Powerhouse on Broadway LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name DBA: Powerhouse on Broadway (Restaurant Name: Powerhouse Social)

Premise Street Address: 1721 Broadway

City: Scottsbluff County: Scotts Bluff Zip Code: 69361
+2434

Premise Phone Number: (308) 633-2288

Premise Email address: Kerrie@mcshaff.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Kerrie McShaff
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Schaff First Name: Kerri MI: A
 Home Address: 2510 3rd Ave
 City: Scottsbluff County: Scotts Bluff Zip Code: 69361 [†]1709
 Home Phone Number: (308) 641-8068
 Driver's License Number & State: [REDACTED] NE
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff, NE
 Email address: Kerri@mschaff.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Schaff First Name: David MI: A
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED] NE
 Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Kerri Schaff</u> <u>Scottsbluff, NE</u>	<u>2000</u>	<u>Present</u>	<u>David Schaff</u> <u>Scottsbluff, NE</u>	<u>2000</u>	<u>Present</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2020 Present	Self-Employed		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

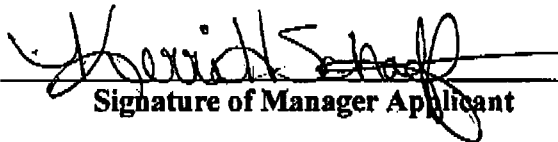
PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

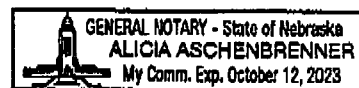
State of Nebraska

County of Scotts Bluff The foregoing instrument was acknowledged before me this

May 9, 2022 by Kerri H. Schaff and David Schaff
date NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

Attest Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Powerhouse On Broadway

Dave and Kerri Schaff
1721 Broadway, Scottsbluff, NE
308-641-8068
Kerri@mcschaff.com

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 - c. Competitive Analysis
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 - b. Public Relations
 - c. Advertising and Social Media
5. Operations Plan
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 - a. Investment Plan
 - b. Restaurant Proforma

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- . Staffing Plan
- . Proforma

Executive Summary

Powerhouse On Broadway will be a new American cuisine style restaurant serving food in a modern "Historical" environment. The setting is in a beautiful 1930's building that is registered on the National Register for historic buildings. Effort was made to try to keep the feel for the restaurant in its original era while modernizing it for comfort and feel.

The restaurant will provide lunch and dinner with a list of unique cocktails to provide an experience no other in the western Nebraska Region.

Seating for 110 indoors and an additional 60 outdoors next to the 18th Street Plaza will provide an exceptional dining experience. The restaurant will be part of a larger plan which incorporates 4800 square feet of professional office space on the second floor, 4800 square feet of extended stay housing on the third floor and one high end residence on the fourth. The overall project will have an anticipated ROI of about 25%.

Company Overview

Restaurant Concept

Powerhouse On Broadway is anticipated to be a business casual type atmosphere providing an American Cuisine suited for everyone from the business traveler to the Friday night Family night out. The dining experience will include an historical trend yet comfortable to sit and have simple nachos and burgers. The anticipated price point will be \$30 per plate for lunches and \$35 per plate dinners.

Restaurant Service Model

Being a "Start-Up" restaurant, we anticipate blending as much technology into the dining experience as possible. We will be using Toast as our POS and tapping into their continued service concept. This will include on-line ordering and payment even while sitting at your table. On-Line ordering will also allow for pick-up service and include the full menu.

Sample Menu

The Menu will continue to be somewhat of a work in progress. As the supply chain changes daily, some of our offerings will follow suit (Please see anticipated menu in the Appendix). We have hired top notch restaurant consultants to help develop the menu along with providing the cost strategies to insure success. This process will continue for the duration of the business model.

Design and Layout

The restaurant has been designed by Trailswest Architecture who utilized a professional commercial kitchen consultant, Don and Company. The intent was to try to maintain its historical footprint while modernizing the space enough to be efficient. The building includes a new fire suppression system, kitchen hoods and restaurant HVAC for make-up air. The original lighting has been maintained while supplementing it with some ambiance lighting to heighten the experience. The main bar area will be central to the footprint of the seating area and the bar systems will be fed through the basement. Dry storage will also be accomplished in the basement while the kitchen will have enough storage to accommodate a full days service.

Management Team

As the staffing plan is still under development, our restaurant consultants have provided a staffing plan (see Appendix). The overall

restaurant will be managed by Hotel Equities of Atlanta, Georgia while the ownership of the restaurant will remain in the names of David and Kerri Schaff (owners of the building and overall project).

Industry Analysis

Describe the existing conditions in the general market and in the specific location or area that you plan to open the restaurant. This section could cover things like the growth of the local economy and industry, infrastructure projects, nearby business and residential areas, and average traffic counts in the area. This section could also include your unique positioning – showcasing your ability to adapt and thrive in a sometimes-oversaturated marketplace.

Target Market

Scottsbluff/Gering has a tremendous business traveler demographic on top of a fairly conservative local market. Being located in the heart of downtown in a historically significant building will allow for high visibility and notoriety in the service area. The restaurant has been developed to cater to not only the trendy downtown environment but also accommodate the extended stay rentals in the area. A significant marketing effort will include all of the area hotels but also the large businesses that have regular travelers visit their space.

Location Analysis

The location of the restaurant is effectively located directly adjacent to the new downtown “City Square” called 18th Street Plaza. The plaza is home to a number of community events including the farmers market, bands on Broadway, Cinco de mayo celebrations, Christmas in the park and others.

Powerhouse On Broadway will be providing somewhat of a unique menu for the area which include not only a bar type menu but also

some upper scale menu items. The intent is to cater to all types of appetites.

Competitive Analysis

What other businesses are in the proposed area? This section should explain the existing competitive landscape: the number of other restaurants in the area, paying particular attention to restaurants with similar concepts. Investors will want to understand the specific aspects of your concept that will give you a competitive advantage.

Fill out this competitive matrix to get started:

	Seats	Meals	Pricing	Hours	Notes
Powerhouse On Broadway	170	Lunch & Dinner	\$\$	11:00 am - 10:00 pm	Bar & kitchen
Flyover Brewery	140	Lunch & Dinner	\$\$	11:00 am - 10:00 pm	Micro Brews and Wood fired Kitchen
Goonies	70	Lunch & Dinner	\$\$	11:00 am - 10:00 pm	Bar & kitchen

The intent of the Powerhouse On Broadway is to help elevate the downtown dining experience. By providing additional choices of venues, downtown will quickly become the culinary destination for locals and travelers.

Marketing Plan

Marketing will be developed by Jennifer Greene. She is an experienced marketing professional with exceptional results including a local favorite Tangled Tumbleweed. The majority of effort will be based on social media.

Community / Charity Involvement

Having the owners grow up in the region, philanthropy will play a major role in the long term vision on the restaurant. Understanding the community needs, the restaurant be able to provide a new venue available for fundraisers and community events.

Public Relations

Powerhouse On Broadway will provide a dining experience not only for the extended stay residences located on property but will also cater to the Fairfield Inn and Suites (Also owned by the Powerhouse owners). The owners are active members in the community and public relations in the area will come second nature to their community involvement.

Advertising and Social Media

The majority of all advertising will be accomplished through social media. Facebook, Instagram and Snap Chat accounts have been established and updates to the redevelopment of the property have grown community enthusiasm.

Operations Plan

Hotel Equities will be carry the primary responsibility of staffing and operating the restaurant. Their vast experience not only nationally but internationally will help guide the owners to success. See the proposed staffing plan in the appendix.

Financial Analysis and Growth Plan

Investment Plan

TIF financing was used for the initial investment for the project. Once the property was secured, a construction loan and equipment loan were obtained by the owner to complete the renovation. The entire property will be owner by KERSCH, Inc. including the commercial kitchen and furnishings. The space will include a triple net lease to Powerhouse on Broadway. The financials for the restaurant are directly tied to the success of the overall property business model.

Restaurant Proforma

A proforma for the restaurant has been established by Hotel Equities for the property (See Appendix). The restaurant is anticipated to be a triple net lease and includes some significant expenses that may not necessarily be included in a more traditional business model. The performance of the overall project will be a significant investment and improvement to the region.

Proposed Menu

Starters

POPPED NEBRASKA CORN FOR THE TABLE - DAILY FLAVOR (V)

DEVILED EGGS - 6
EVERYTHING BAGEL SEASONING

ONION RINGS - 7

MEAT BALLS - 8.

FRIED PICKLES - 6

BRUSSELS SPROUTS - 8
PARMESAN & ALMONDS (V)

WINGS - 10
• BUFFALO WITH RANCH OR BLUE CHEESE
• BBQ
• DRY RUB
• STICKY - SWEET & TANGY

NACHOS - 12
MELTED CHEDDAR, PICKLED JALAPENO, CHIPOTLE SOUR CREAM, BLACK BEANS, SALSA
ADD CHICKEN-5 STEAK-6 BLACKENED SHRIMP-8

TENDERS - 15
LIGHT & CRISPY BREADED CHICKEN WITH CHIPOTLE RANCH DIPPING SAUCE
OR TOSS IN BUFFALO OR BBQ SAUCE

Startes & Snacks

FRIED CAULIFLOWER BITES- 15
BUFFALO STYLE (VEGAN)

BAKED PRETZEL & BEER CHEESE - 10
MUSTARD & SEA SALT (V)

LOADED FRIES - 8
• *GARLIC PARMESAN (V)*
• *CHILI CHEESE*

HUMMUS AND GARDEN VEGGIES - 10
CAULIFLOWER, CARROTS, BROCCOLI, & RADISH (VEGAN)

BACON LOLLI POPS- 12
CANDIED BACON ON A STICK

SLIDERS- 15
MINI-CHEESEBURGERS

BURNT ENDS- 15

Soup & Salads

SOUPS OF THE DAY - 5/CUP 8/BOWL

CHICKEN NOODLE

NEBRASKA CORN CHOWDER

FRENCH ONION

BEEF CHILI

VEGGIE STEW

CHICKEN TORTILLA

TOMATO BISQUE (ALWAYS HAVE ON MENU)

WEDGE SALAD - 8

BLUE CHEESE, RED ONION, TOMATO, BACON, CHIVES

CAESAR SALAD - 8

GREEK SALAD - 8

GARDEN VEGETABLE DINNER SALAD - 10

CAULIFLOWER, BROCCOLI, MIXED GREENS, RADISH, CORN, TOMATO, RED ONION

CHOICE OF DRESSING - RANCH, BLUE CHEESE, VINAIGRETTE, CAESAR

ADD CHICKEN-5 STEAK-6 BLACKENED SHRIMP-8

Entrees

GRILLED CHEESE & TOMATO SOUP 12 ADD HAM 3

CHEESEBURGER FRENCH FRIES 13

CHILI CHEESE & BACON BURGER FRENCH FRIES 14

VEGGIE BURGER FRENCH FRIES 12

FRIED CHICKEN SANDWICH COLE SLAW 13

MUSHROOM RISOTTO 14

MAC & CHEESE 12 ADD BACON 3

RED SAUCE SPAGHETTI 12 ADD MEATBALLS 5

SHORT RIB TACOS 14

BEEF BBQ RIBS 19

PORK CHOP 20

ROASTED CHICKEN 19

NY STRIP 30

PETIT FILET 32

SALMON 27

CHOICE OF SIDE: SAUTÉED BROCCOLI, FRENCH FRIES, BAKED POTATO, COLESLAW, CORN BREAD

LEASE

This Lease is made on June 21, 2022, between KERSCH, LLC (the "Owner") and Powerhouse on Broadway, LLC (the "Tenant").

Recitals:

a. The Owner owns the following described real estate (the "Real Estate"):

1721 Broadway, City of Scottsbluff, Nebraska, in Scotts Bluff County, Nebraska; according to the recorded plat thereof;

b. The Owner is currently leasing to the Tenant a portion of the building (the "Building") located on the Real Estate. The portion leased to the Tenant is referred to as the "Premises".

c. The Owner has completed a major remodeling of the Building and the parties desire to enter into a long-term lease according to the Terms of this Lease.

1. Lease of Premises:

The Owner leases the Premises to the Tenant. In addition, the Tenant shall have a non-exclusive right (along with the other tenants in the Building) to use all parking and driveway areas located on the Real Estate reasonably necessary for the use of the Tenant and the Tenant's customers. For purposes of this Lease, it is agreed that the "Tenant's Share" of the Building shall be 25%.

2. Term:

This Lease shall be effective as June 21, 2022 (the "Effective Date") and shall continue until October 31, 2032 (the "Term"). If, at the expiration of the Term, the parties have not entered into a new lease, and the Owner affirmatively agrees to allow the Tenant to hold over, the Tenant's continued occupancy shall be on a month-to-month basis, terminable by either party upon one month's notice. Any holdover period shall be subject to any agreed upon adjustment for Rent.

3. Rent:

The Tenant shall pay to the Owner "Rent" in advance on the first day of each month in the amount of \$ 9,800.00 per month.

4. Use of the Real Estate:

It is agreed that the Real Estate shall be used for the Tenant's business. The Tenant agrees not to commit waste on the Real Estate. The Tenant agrees to comply with all federal, state, and municipal laws, rules, and regulations in the operation of the business including all applicable environmental laws and regulations. The Tenant shall not handle, store or dispose of, or allow the handling, storage, or disposal of any waste or hazardous substance on the Real Estate except as permitted by law. The Tenant agrees to indemnify and hold the Owner harmless for any damages or loss caused to the Owner as a result of the Tenant's failure to comply with this paragraph.

5. Insurance:

The Tenant shall maintain and pay the premiums for all insurance for the Real Estate as follows:

a. Property and casualty insurance for the Real Estate issued by companies and in amounts as approved by the Owner which include the Owner's interest in the property, name the Owner as an additional insured, and which are payable in the event of loss to the Owner.

b. Public liability insurance providing limits of \$1,000,000 naming the Owner and the other tenants in the Building as additional insureds. The Tenant agrees to indemnify and hold the Owner harmless for any damage that may be caused to the Owner by the Tenant, its agents or employees.

c. Property and casualty insurance for the Tenant's improvements, fixtures, and contents if desired by the Tenant.

d. Even though the Tenant shall be responsible for paying the premiums provided for in a. and b. above, the Tenant shall have the right to contribution from the other tenants in the Building for all but the Tenant's Share of the premiums.

A certificate of insurance or copy of the policy shall be given to the Owner at least 15 days prior to the expiration date of the then existing policy. All policies shall not be cancelable unless 15 days advance written notice is given to the Owner. If the Tenant fail to obtain the required insurance and to pay the premiums charged, or to properly maintain and keep in force the insurance, the Owner shall have the right, at its sole option, to procure the insurance and pay the premiums charged. These amounts shall be deemed additional Rent and shall be due and payable with the next installment of Rent due from the Tenant.

6. Real Estate Taxes:

The Tenant shall pay as additional Rent the Tenant's Share of the real estate taxes assessed on the Real Estate. All taxes payable during the term of this Lease shall be paid by the Tenant on or before the date by which they become delinquent with a receipt for payment furnished to the Owner immediately upon payment. Taxes for the first year of this Lease shall be prorated as of the Effective Date, and taxes for the last year of this lease shall be prorated to the expiration of the Term.

7. Utilities:

All utilities shall be in the Tenant's name and the Tenant shall be responsible for payment for these utilities before they become delinquent.

8. Maintenance:

The Tenant shall be responsible for all other maintenance and repairs for the Building. The Tenant agrees to keep the Building, as well as the sidewalks, driveways, and parking areas in good appearance and shall be responsible for all snow removal required for that area. Even though the Tenant shall be responsible for all maintenance and repairs for the Building, the Tenant shall have the right to contribution from the other tenants in the Building for those premiums for all but the Tenant's Share of the maintenance expenses.

9. Inspection and Warranties:

The Tenant is entering into this Lease based on its knowledge of the Real Estate and not on any representations or warranties, express or implied, made by the Tenant. At the expiration of this Lease, the Real Estate shall be returned to the Owner in its present condition, ordinary wear and tear excepted. The Owner shall have the right to inspect the Real Estate at any reasonable time.

10. Leasehold Improvements:

The Tenant agrees to indemnify and hold harmless the Owner against any liens, costs, damages, or expenses that may result from any improvements made by the Owner. At the expiration of the Term, the Tenant may remove its improvements as long as they can be removed without damage to the Real Estate which is not repaired by the Tenant.

11. Termination:

The Owner shall have the right to terminate this Lease upon a default by the Tenant which shall occur upon the happening of any of the following:

- a. Failure to pay Rent within 15 days of the due date.
- b. The Tenant's insolvency, the filing of any bankruptcy proceedings by or against the Tenant, the appointment of a Receiver to take possession of any property of the Tenant, any assignment for the benefit of the Tenant's creditors, or the levying of execution upon the assets of the Tenant located on the Real Estate which is not discharged within 30 days after the levy.
- c. The failure of the Tenant to correct any other default in this Lease within 30 days after written notice by the Owner.

Upon a default, the Owner may elect to reenter the Real Estate and the Tenant shall peaceably surrender the Real Estate to the Owner. In addition, the Owner shall have all legal remedies available to it, including but not limited to the right to accelerate all rentals due or to become due under this Lease, to recover rentals as they become due, or to relet the Real Estate or any parts of the Real Estate on terms as the Owner in its sole judgment deems advisable. No reentry or taking possession of the Real Estate by the Owner shall be construed as an election to terminate this Lease unless a written notice of that intention is given to the Tenant.

12. Casualty to the Real Estate:

During the Term, if all or any part of the Building shall be materially damaged by fire or other casualty without the fault of the Tenant so that the Building is unfit for use by the Tenant, the Rent shall be suspended until the Building shall be rebuilt or made fit for use and occupancy. If damage to the Building is to the extent of 50% or more, or, if in the judgment of the Owner, the Building has been damaged to the extent that it can no longer be utilized for the purpose for which it has been utilized during the Term, then this Lease may be terminated at the election of the Owner. If the Building is totally destroyed or work to put the Building in tenantable condition is not started within 30 days from the date of the damage and is not continued to completion with reasonable diligence, then this Lease may be terminated at the election of the Tenant.

13. Miscellaneous:

a. In entering into this Lease, the Owner is relying upon the Tenant's financial status and experience. Accordingly, this Lease shall not be assigned or subleased without the written consent of the Owner, which consent shall not be unreasonably withheld.

b. This Lease is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Provided, no assignment of all or any portion of this Lease shall relieve any party of its obligations under this Lease.

c. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

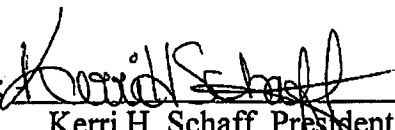
d. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

e. This Lease shall be construed according to the laws of Nebraska.

f. This Lease contains the entire agreement of the Parties, and may be amended only in writing signed by all parties.

KERSCH, LLC

Powerhouse On Broadway

By: 
Kerri H. Schaff, President

By: 
David A. Schaff

2021-7051

Page 1 of 1 PDF

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2021-7051

NUM PAGES 1
 DOC TAX \$2137.50 CHG
 FEES \$10.00 CHG
 TOTAL \$2147.50
 REC'D Ferguson Title Services, LLC
 RET

NUM INDEX
 COMPUTER C J
 PICTURED C J
 IMAGED

NEBRASKA DOCUMENTARY
 STAMP TAX
 Dec 07, 2021
 \$2137.50 By JBauer

RECORDED
 SCOTTS BLUFF COUNTY, NE

Date Dec 07, 2021 Time 02:34 PM

Inst. 2021-7051

Jean A. Bauer
 REGISTER OF DEEDS
 ELECTRONICALLY RECORDED

--- Above This Line Reserved For Official Use Only ---

WARRANTY DEED

KNOW BY ALL MEN BY THESE PRESENTS THAT:

FRANK PROPERTIES 2, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Grantor", for valuable consideration of ten dollars (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, confirm, and warrant unto:

KERSCH, LLC, a Nebraska Limited Liability Company

hereinafter "Grantee", the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

Lots 3, 17 and 18, Block 2, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

SUBJECT to all easements, right-of-ways, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belonging.

GRANTORS do for Grantor and Grantors' heirs, personal representatives, executors and assigns forever hereby covenant with GRANTEE that Grantors are lawfully seized in fee simple of said premises; that the premises is free of all encumbrances, unless otherwise noted above; that Grantors have a good right to sell and convey the same aforesaid; and to forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS Grantor(s) hand(s) on November 30, 2021.

Frank Properties 2, LLC
 a Nebraska Limited Liability Company

BY:
 Bryan Frank, Sole Member

STATE OF NEBRASKA

)
) ss.

<http://daodsonline.scottsbluffcounty.org/webink/0/doc/G67332/Page1.aspx>

4/8/22, 9:56 AM
 Page 1 of 2

COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on November 30, 2021 by
Bryan Frank, Sole Member, on behalf of Frank Properties 2, LLC, a Nebraska Limited Liability Company.



Janice Newhoff
Notary Public

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

[Go to top Page 1 of 1](#)

PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
 Lincoln NE 68509-5046
 (402)471-4881
 jackie.matulka@nebraska.gov
 OTC Local Ref ID: 71227862
 6/13/2022 02:43 PM

Status: **APPROVED**
 Customer Name: Kersch LLC
 Account Number: *****4218
 Routing Number: 104900721

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	71354850	\$400.00

Applicant Name:: **Kersch LLC**Trade Name (DBA):: **Powerhouse On Broadway**Address:: **1721 Broadway**City:: **Scottsbluff**State:: **NE**Zip Code:: **69361**Phone Number:: **3086332288**Email Address:: **Kerri@mcschaff.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$401.75

I authorize "" to electronically debit my account.

Clerk Copy - Must be retained

CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2016)**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 07/29/2022
Re: Application for a Class C Liquor License Number C - 125015, Powerhouse on Broadway LLC, dba: Powerhouse Social, 1721 Broadway. Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing, and able to properly provide the service proposed within the city where the premises described in the application are located:

I conducted a background check on Kerri Schaff and David Schaff as a means to determine their fitness to hold a liquor license. Both Kerri and David reported not having any criminal convictions I did not find any. Kerri Schaff does not have any business experience relating to alcohol. David Schaff currently has a liquor license at the Fairfield Inn, here in Scottsbluff. I checked the Fairfield Inn & Suites Scottsbluff's liquor license and found that there have been no violations. The Fairfield Inn license was issued in July of 2018.

After consideration, I have concluded that the applicant is fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

Kerri explained that a firm named Hotel Equities has been hired to manage the restaurant. Kerri explained that this is the same firm that provides the management for the Fairfield Inn. Adding that Hotel Equities will hire a General Manager who will be responsible for the day-to-day activities of the restaurant, while she provides overall superintendence of the establishment. I know that Hotel Equities has internal liquor service training and normally requires the training of employees.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

(C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to

all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Kerri said that the business will have a few options regarding the storage of the alcohol, and she intends it to be in a locked room. Kerri reported that the general manager will be responsible for the inventory and ordering of the alcohol.

The applicant appears committed to complying with all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act.

(D) The issuance of the license is or will be required by the present or future public convenience and necessity:

The business is currently under construction, and a search for the general manager is ongoing. The hours of operation are yet to be determined but should be consistent with other restaurants in the area.

Oversight and accountability will be a priority for the applicant as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

(E) The existence of a citizen's protest made in accordance with Section 53-133:

There have been no known citizen protests of this business.

(F) The nature of the neighborhood or community of the location of the proposed licensed premises:

The business is located at 1721 Broadway, Scottsbluff, NE. It will be a restaurant that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with its location.

(G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.

There are other similar businesses in the area with liquor licenses that allow for on and offsite sales.

(H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:

Although no recent traffic studies have been completed regarding motor vehicle traffic in the general area, the traffic flow is not of concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service, not including traffic citations during 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell

alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

Adequate staffing and training, as well as close supervision of patrons, are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: August 1, 2022

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

Re: Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
---	------------------

Total Class A Licenses 1

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and
Burgers (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway
2621 5th Avenue

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern
Bob's Garage & Bar
RSK Frontside, LLC dba Frontside
Racks Sports Bar, LLC (Catering)

20 West 18th Street
1907 Broadway
1001 Avenue I
1402 East 20th St. - Suite B

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 13

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Shortstop d/b/a Grass Retail, LLC
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Western Travel Terminal
Essential Fuel

503 East Overland
121 W 27th Street
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W
2319 East Overland

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

16

3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
1818 1st Ave.

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis

1722 Broadway

TOTAL CLASS IB LICENSES

1

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser

2810 Ave M

TOTAL CLASS W LICENSES

1

Class Z Licenses

Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES

1

TOTAL LICENSES

Class A	1
Class B	0
Class C	13
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	46

Memo

EXHIBIT V

Date: July 12th, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer & Elizabeth Loutzenhiser
Re: Class "C" Liquor License Application
Powerhouse on Broadway, LLC
1721 Broadway
Scottsbluff, NE 69361

Action:

The owners of Powerhouse on Broadway LLC have applied for a new liquor license in the name of Kerri Schaff.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 1721 Broadway is situated in a C-1 (Central Business District) zoning district where retail, restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) There are no off-street parking requirements in a C-1 (Central Business District) zone.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,417.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
July 20, 2022 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, July 20, 2022 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on July 17, 2022 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Police Chief/Interim City Manager, Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, Matt Huck, Scottsbluff Public Schools, and Norman Coley, WNCC. Absent: Kelli Larson, Panhandle Prevention Coalition, Andrea Margheim, Flyover Brewery, and Russ Knight, Chairman
2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the June 15, 2022 Regular Meeting Minutes – Motion by Coley, second by Huck to approve the June 15, 2022 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
 - a. Ms. Kerri and Mr. Dave Schaff were present to answer questions regarding the Class C Application for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE. Ms. Schaff explained they are remodeling the building; the 1st floor will be the restaurant which will contain a concrete slab on the North side of the building for outdoor dining. The 2nd floor will continue to be office space; 3rd floor will contain six executive long stay apartments, and the 4th floor will be a penthouse.

Ms. Schaff also stated she does not have any experience in the alcohol industry, but they will be hiring a management company, Hotel Equities, to oversee the restaurant business and alcohol. The company will train and hire employees and also do their own in-house alcohol training.

Acting Chairman Spencer asked about security cameras and overstock, with Ms. Schaff stating they do have them on the exterior of the building and as far as overstock is concerned, they do not have a designated place for that yet, but they do have locked rooms in the basement and a vault on the first floor that they could utilize.

Legal Counsel Stobel informed the committee that she would have to declare a conflict of interest as her firm represents Mr. and Mrs. Schaff and she has been involved with the process. She will abstain from voting. Because Ms. Stobel abstained, a quorum was not present and therefore a recommendation could not be given to Council regarding the liquor license application for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff. The committee expressed they did not have any issues with the application, however.

- b. Mr. Brendan Rice, Legal Counsel and Mr. Benjamin Rodriguez III, Manager applicant of BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street were present to answer questions regarding the application.

Mr. Rice informed the committee that the operations side of the acquisition had been made on July 12 or 13th and a Temporary Operators License has been issued, so the Rodriguez family has been operating the business for about a week.

Mr. Rodriguez then added his entire family has taken the TIPS training, but they have not received their certificates as of yet, so they could be included in the application packet. He has no previous experience with alcohol, but the prior owners Kathy and Julie have been mentoring him. He also has retained the staff of five employees ranging from 2 to 10+ years in the business.

Mr. Spencer asked Mr. Rodriguez what steps would be taken if an employee sold to a minor. Mr. Rodriguez answered they would retake the training and be counseled. If it happened again, they would be terminated. He also commented they have born on calendars throughout the business, but the register does not scan ID's. Overstock is kept in a locked storage area by the walk-in cooler and it is under a security camera. Their hours are 10:00 a.m. to 1:00 a.m., but will fluctuate with the amount of business they have. They are not open on Sundays.

Legal Counsel Stobel moved, seconded by Committee Member Huck to send a positive recommendation to the Nebraska Liquor Control Commission for the Class C Liquor License of BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE. and Benjamin Rodriguez III as manager. Motion passed unanimously.

- 7. There was no other business to discuss
- 8. The meeting adjourned at 2:27 p.m. with a motion by Huck and second by Stobel. Motion passed unanimously.

Kevin Spencer, Acting Chairman

Kim Wright, Secretary

CITY OF SCOTTSBLUFF

Liquor Licenses

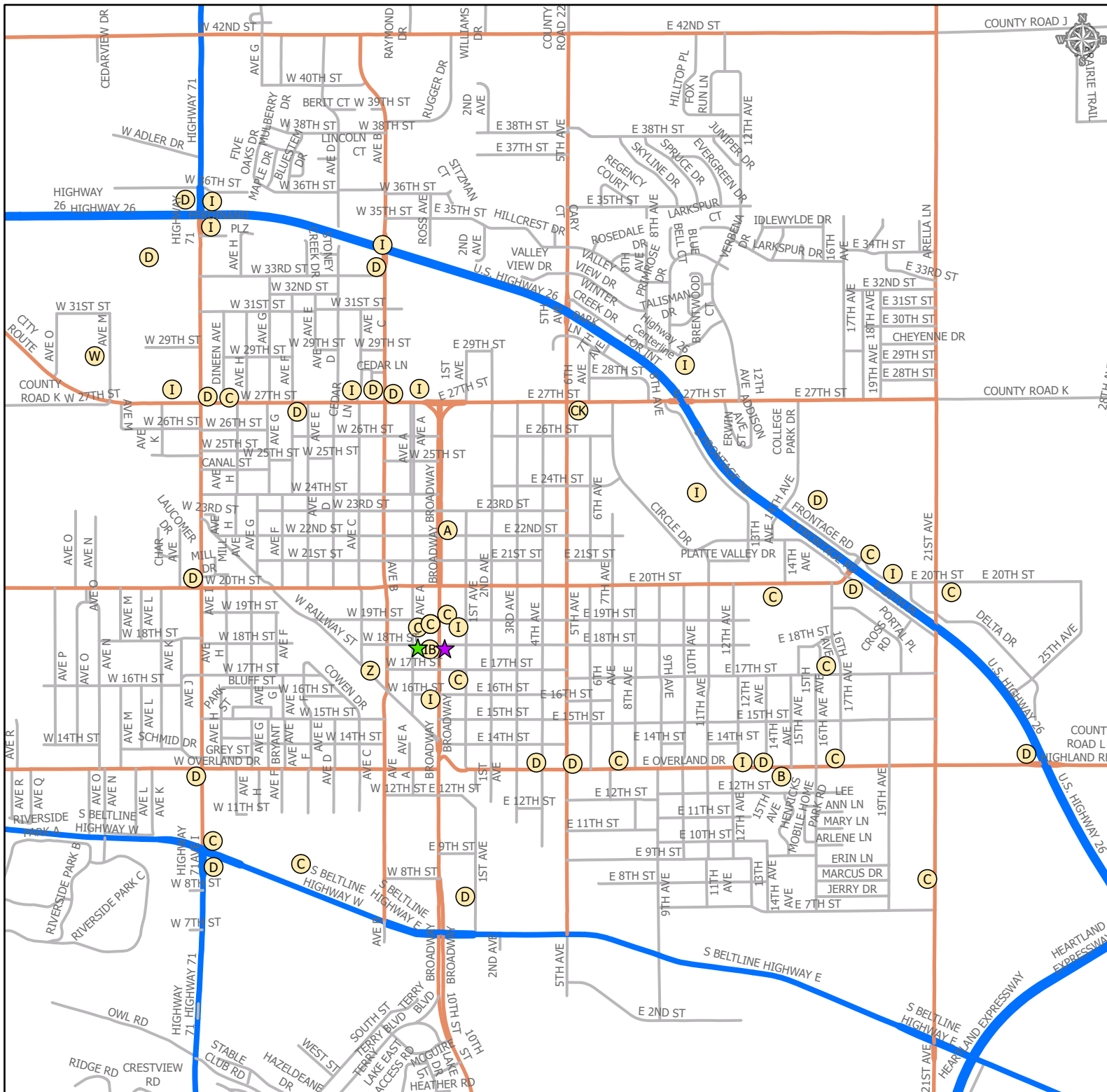
- ★ Applicant
BR Entertainment, LLC
d/b/a Hight's Tavern
Type C - 20 W 18th Street
- ★ Applicant
Powerhouse on Broadway, LLC
d/b/a Powerhouse Social
Type C - 822 S Beltline Hwy West

- Current Licensed Properties
- Highway
- Main Road
- Residential/Rural

- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class IB Beer, Wine, Distilled Spirits on Sale, Beer off sale only
- Class W Wholesale beer
- Catering (K) Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Taylor Stephens
City of Scottsbluff GIS
Created on 7/28/2022
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.



City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Pub. Hear.2

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Kerri H. Schaff as the Liquor License Manager of Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: August 1, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License application from BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution ☒ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

BR Entertainment, LLC
c/o Benjamin Rodriguez III
2201 Kingsgate Road
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR
LICENSE CHECKLIST RETAIL EXHIBIT 1**

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

License
Class: C

License Number:

125088

RECEIVED

JUL 06 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Office Use Only

NEW REPLACING 086794

TOP Yes No

Hot List Yes No

Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME BR ENTERTAINMENT, LLC

TRADE (DBA) NAME HGH TS TAV ERN

PREVIOUS TRADE (DBA) NAME N/A


CONTACT NAME AND PHONE NUMBER BEN JAMN RODRIGUEZ, III 308 631 4005

CONTACT EMAIL ADDRESS jrodriguez@accsinc.net

Chem hx
CTG

11-1-2023

Atty

<p>7/6/22 PayPort \$400- 7/6/22</p>	 2200007871
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FORM 100
REV 1/10/2022
PAGE 1

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY**
- ☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☒ NO ☐
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☐ Corporate License (requires FORM 101 & FORM 103)
- ☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name BRENDAN J. RICE Phone Number 308.635.5000

Firm Name HOLYOKE, SNYDER, LONGORIA, REICHERT & RICE, PC, LLO

Email address BJR@PANHANDLEJUSTICE.COM

Should we contact you with any questions on the application? YES ☒ NO ☐

FORM 100
REV 1/10/2022
PAGE 3

PREMISES INFORMATION

Trade Name (doing business as) HIGHT'S TAVERN

Street Address 20 W. 18TH STREET

City SCOTTSBLUFF

County SCOTTS BLUFF

21

Zip Code 69361

+ 2430

Premises Telephone number 308.632.6555

Business e-mail address n/a

Is this location inside the city/village corporate limits

YES

X

NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name BR ENTERTAINMENT, LLC

Street Address 2201 KINGSGATE ROAD

City SCOTTSBLUFF

State NE

Zip Code 69361

+ 4824

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 50 x width 24 in feet

Is there a basement? Yes No X

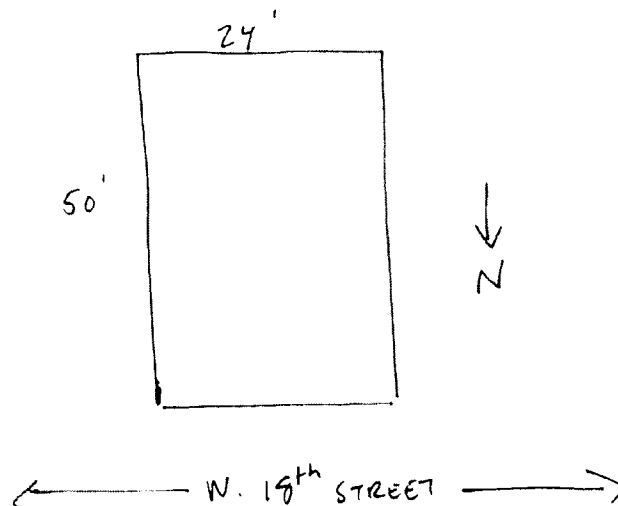
If yes, length x width in feet

Is there an outdoor area? Yes No X

If yes, length x width in feet

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



FORM 100
REV 1/10/2022
PAGE 4

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Benjamin Rodriguez, III	12/19/2005	Scottsbluff, NE	DUI	12 Month Probation, Court Costs
Benjamin DM Rodriguez V	12/12/2017	Chadron, NE	Speeding	Waiver & paid fines

2. Was this premise licensed as liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, provide business name and license number Hight's Tavern Inc., Lic. # 086794

3. Are you buying the business of a current retail liquor license?

☒ YES ☐ NO

If yes, give name of business and liquor license number Hight's Tavern Inc., Lic. # 086794

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

☒ YES ☐ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement ☒

b) Include a list of alcohol being purchased. list the name brand, container size and how many ☒

c) Submit a list of the furniture, fixtures and equipment ☒

FORM 100
REV 1/10/2022
PAGE 5

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender(s) Platte Valley Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

☐ YES ☒ NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Benjamin Rodriguez, III; and Benjamin DM Rodriguez V, Platte Valley Bank

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

FORM 100
REV 1/10/2022
PAGE 6

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

✓ Documents must be in the name of applicant as owner or lessee

X Lease expiration date Approximately July 10, 2023

Deed

Purchase Agreement

14. When do you intend to open for business? Upon issuance of Temporary Operating Permit

15. What will be the main nature of business? Bar and restaurant.

16. What are the anticipated hours of operation? MONDAY - SATURDAY 10:00 AM - 1:00 AM. CLOSED SUNDAY

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Benjamin Rodriguez III, Scottsbluff, NE	1998	2022	Juanita Rodriguez, Scottsbluff, NE	1998	2022
Benjamin DM Rodriguez IV, Scottsbluff NE	1998	2022	N/A		

If necessary, attach a separate sheet

FORM 100
REV 1/10/2022
PAGE 7


PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)


Signature of **APPLICANT**
(The signature must be in the presence of the Notary Public.)

Benjamin Rodriguez III

Printed Name of **APPLICANT**

State of Nebraska, County of **Scotts Bluff**

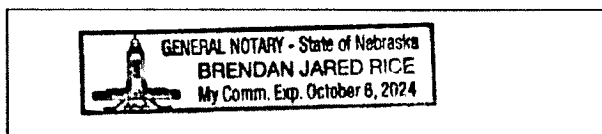
The foregoing instrument was acknowledged before me this

7/5/2022

(Date)

By **Benjamin Rodriguez III**






Signature of **SPOUSE**
(The signature must be in the presence of the Notary Public.)

JUANITA RODRIGUEZ

Printed Name of **SPOUSE**

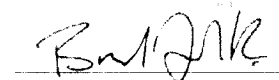
State of Nebraska, County of **SCOTT BLUFF**

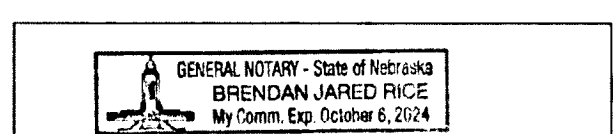
The foregoing instrument was acknowledged before me this

7/5/2022

(Date)

By **JUANITA RODRIGUEZ**





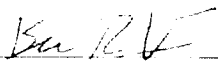
**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

(Signature must be made in the presence of the Notary Public.)

Benjamin DM Rodriguez V

Printed Name of **APPLICANT**

State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this

7/5/2022
(Date)

By **Benjamin DM Rodriguez V**





Signature of **SPOUSE**

(Signature must be made in the presence of the Notary Public.)

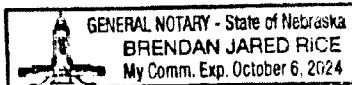
Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By _____



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: RODRIGUEZ, III First Name: BENJAMIN MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): JUANITA RODRIGUEZ
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 75%

Last Name: RODRIGUEZ V First Name: BENJAMIN MI: DM
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership 25%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: JANUARY Ending Date: DECEMBER

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities
A ten day advance period is requested in writing to produce the alternate format.

FORM 102
REV JUNE 2015
Page 4 of 4

Nebraska Secretary of State

BR ENTERTAINMENT, LLC

Fri Jul 8 12:41:33 2022

SOS Account Number

2205119253

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

BENJAMIN RODRIGUEZ III

2201 KINGSGATE ROAD

SCOTTSBLUFF, NE 69361

Designated Office Address

2201 KINGSGATE ROAD

SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 19 2022

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for BR ENTERTAINMENT, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	May 19 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jun 30 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

**CERTIFICATE OF ORGANIZATION
OF
BR ENTERTAINMENT, LLC**

NAME: The name of the limited liability company is **BR Entertainment, LLC**.

DURATION: The period of duration of the limited liability company shall be perpetual.

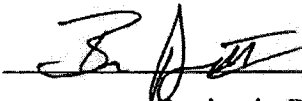
PURPOSES: The purposes for which the limited liability company is organized are to acquire, use, buy, lease, sell and exchange in any lawful manner real and/or personal property or any interest therein; and the transaction of any and all lawful business for which limited liability companies may be formed under the Nebraska Uniform Limited Liability Company Act.

INITIAL DESIGNATED OFFICE: The address of the limited liability company's initial designated office in the state of Nebraska is: 2201 Kingsgate Road, Scottsbluff, NE 69361.

AGENT FOR SERVICE OF PROCESS: The name and address of the initial agent for service of process in this state are: Benjamin Rodriguez III, 2201 Kingsgate Road, Scottsbluff, NE 69361.

INTERNAL AFFAIRS: The regulation of the internal affairs of the limited liability company is as set forth in the Operating Agreement.

DATED: 5/11, 2022.



Benjamin Rodriguez III

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUL 06 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE
PROCESSED**

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

Form 103
Rev July 2018
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUL 06 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: **BR ENTERTAINMENT, LLC**

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: **HIGHT'S TAVERN**

Premise Street Address: **20 W. 18TH STREET**

City: **SCOTTSBLUFF** County: **SCOTTS BLUFF** Zip Code: **69361** ^t243D

Premise Phone Number: **3086326555**

Premise Email address: **n/a**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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

Office Use

RECEIVED

JUL 06 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: **BENJAMIN RODRIGUEZ, III**

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

BR ENTERTAINMENT, LLC

LLC Address: **2201 KINGSGATE ROAD**

City: **SCOTTSBLUFF** State: **NE** Zip Code: **69361 +4824**

LLC Phone Number: _____ LLC Fax Number: **N/A**

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **RODRIGUEZ, III** First Name: **BENJAMIN** MI: _____

Home Address: **2201 KINGSGATE ROAD** City: **SCOTTSBLUFF**

State: **NE** Zip Code: **69361 +4824** Home Phone Number: **3086312285**



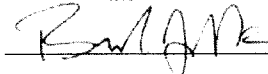
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of **SCOTTS BLUFF**

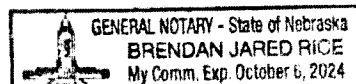
July 5th 2022
Date



The foregoing instrument was acknowledged before me this

by **BENJAMIN RODRIGUEZ III**
name of person acknowledge

Affix Seal



Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: RODRIGUEZ III First Name: BENJAMIN MI: _____
Home Address: 2201 KINGSGATE ROAD
City: SCOTTSBLUFF County: SCOTTS BLUFF Zip Code: 69361 +4824
Home Phone Number: 3086312285
Driver's License Number & State: NE [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: SCOTTSBLUFF, NE
Email address: jrodriguez@accsinc.net

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: RODRIGUEZ First Name: JUANITA MI: _____
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED] NE
Date Of Birth: [REDACTED] Place Of Birth: SCOTTSBLUFF, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
SCOTTSBLUFF NE	1998	2022	SCOTTSBLUFF, NE	1998	2022

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1996	2022	SELF EMPLOYED		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Benjamin Rodriguez III	12/19/2005	SCOTTSBLUFF, NE	DUI	12 MONTHS PROBATION, COURT COSTS

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: **BENJAMIN RODRIGUEZ III**

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Benjamin Rodriguez III	06/2022	TIPS TRAINING

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (See §53-131.01) Nebraska Liquor Control Act.

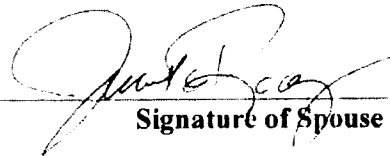
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of SCOTTS BLUFF

The foregoing instrument was acknowledged before me this

July 5, 2022

date

by

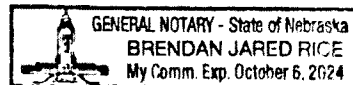
Benjamin Rodriguez III & Juanita Rodriguez

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

HIGHT'S TAVERN

BUSINESS PLAN

EXECUTIVE SUMMARY

- Hight's Tavern is a local establishment that has been in the community for 40 years. It is a full service bar and also provides carry-out liquor. We plan to continue the legacy of this establishment and maintain the integrity of this business as it is a turnkey operation. Hight's serves an iconic hamburger as well as snack items. Included in this document are the company profile, operations, human resources management, personnel management, and outside assistance.

COMPANY PROFILE

- Hight's Tavern has been a family-owned and operated business for the past 40 years. It was originally started by the Hight family, and their children have continued the legacy as an LLC. Hight's Tavern will be a Limited Liability Corporation (LLC). Benjamin Rodriguez, III, will have 75% ownership, and Benjamin D.M. Rodriguez, V, will have 25% ownership. Our mission is to continue the legacy as a welcoming family-owned business providing excellent service to those we serve. Our motto is, "Your friends are already here!" The business will continue practices that have been successful. "If it's not broke, don't fix it." Hight's will maintain the same staff structure and will provide taps and liquor from local and regional distributors with the goal of providing alcoholic beverages to persons over the age of 21, as well as a limited food and snack menu.

OPERATIONS

- Hight's is located at 20 W 18th Street, Scottsbluff NE 69361 in the downtown business district within the heart of Scottsbluff.
- Hight's will be open Monday through Saturday from 10 a.m. to 1 a.m.
- There are no improvements or renovations needed for this well-established business. All equipment and furniture will remain intact.
- Hight's will utilize standard employment forms such as W-4, and invoices as provided by distributors.
- QuickBooks will be utilized for bookkeeping purposes and Contryman Associates, P.C. will serve as our accounting firm.

HUMAN RESOURCES MANAGEMENT

- Day-to-day activities will be managed by Benjamin D.M. Rodriguez, V (manager/owner) and oversight by Benjamin Rodriguez, III (president/owner). Hands-on training with previous owners will be done to eliminate any gaps in service and adherence to temporary liquor license until license is obtained by new owners.
- There will be a total of five (5) employees, which include Benjamin D.M. Rodriguez, V (manager) and four (4) bartenders. Three of the bartenders are currently employed by Hight's, one for eleven (11) years, one for eight (8) years, and one for two (2) years. The three established bartenders will continue to work the evening hours. The new bartender will work the day shift and will be trained by existing bartenders and float as needed. This has been the existing structure for 40 years. We are a small community and if we need to replace an existing bartender we will recruit from local bartenders with established knowledge.

OUTSIDE ASSISTANCE

- Spencer Rein with our local Nebraska Business Development Center (NBDC) was utilized in developing a brief business plan along with a three-year (FY2023 through FY2025) original budget forecast.
- Dan Charron of Contryman Associates, P.C., is providing tax/accounting services.
- Brendan Rice, attorney, is providing legal counsel for the existing owners as well as the new owners. He is also establishing the legal names for the Limited Liability Company for business and property, and liquor permit and licensing.
- Kristy Petersen, VP/Commercial Loan Officer with Platte Valley Bank, is assisting us in securing our funding.
- The current owners of Hight's Tavern will provide training, resources, and temporary liquor permit for seamless transition of ownership.

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement ("Addendum") is made this 8th day of July, 2022, by and between, **Kathleen Sue Debus, Julianne Heilbrun, and William Hight** ("LESSOR") and **BR Entertainment, LLC, a Nebraska limited liability company** ("LESSEE")

WITNESSETH:

WHEREAS the parties hereto have previously entered into a lease agreement governing the lease of real estate located at 20 W 18th Street, Scottsbluff, Scotts Bluff County, Nebraska;

WHEREAS, the parties hereto desire to amend the term of such lease agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. MODIFICATION OF TERM OF LEASE: The lease term is hereby modified to provide for termination on November 1, 2023.
2. RATIFICATION. All other terms of the Lease, including the option to purchase and automatic renewal provisions, are hereby ratified to the extent such provisions are not contrary to the terms set forth in this Addendum.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Addendum as of the date first set forth above.

Kathleen S. Debus
Kathleen Sue Debus

Julianne Heilbrun
Julianne Heilbrun

William Hight
William Hight

BR Entertainment, LLC

✓ Benjamin Rodriguez, III
Benjamin Rodriguez, III President

SCHEDULE 1.2.3.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this ____ day of _____, 2022, by and between **Julianne Heilbrun, Kathleen Sue Debus, and William Hight** ("LESSOR") and **BR Entertainment, LLC, a Nebraska limited liability company**, ("LESSEE").

W I T N E S S E T H

WHEREAS, LESSOR and LESSEE have reached an understanding with respect to the lease by LESSEE of a building as hereinafter described.

NOW, THEREFORE, in consideration of the foregoing premise and the mutual covenants hereinafter set forth, it is agreed as follows:

1. LEASE. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR on the terms and conditions set forth herein the building located on the real estate described as The East 23.8 feet of the West 60 feet of Lot 18, Block 3, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, and referred to herein as the "Premises".

2. TERM. The term of the Lease shall be for one (1) year. The term shall commence on the Closing of that certain Purchase Agreement between Hight's Tavern, Inc., a Nebraska Corporation, and BR Entertainment, LLC, a Nebraska limited liability company.

3. RENT. LESSEE will pay to LESSOR as rent the sum of \$500.00 per month. Rent shall be payable in monthly installments. Monthly installments of rent shall be paid in advance and will be due on or before the first (1st) day of each month and shall be delinquent on the fifth (5th) day of each month. In the event the term commences on a day other than the first (1st) day of a calendar month, rent in respect of the first month shall be prorated on a daily basis from the date of commencement of the term, such rent to be due on the first (1st) day of the term and delinquent on the fifth (5th) day.

4. USE OF THE PREMISES. LESSEE will use and occupy the Premises to conduct the business of a bar. Such use shall be in compliance with all applicable laws, ordinances, rules and regulations including operating policies adopted by LESSOR. LESSEE will not use or permit on the Premises anything that will invalidate any policies of insurance now or hereafter carried or increase the cost of insurance thereon. Additionally, LESSEE will not cause or permit any conduct, noise or odor which would reasonably be objectionable.

5. UTILITIES. LESSEE will pay all utilities servicing the Premises.

6. REPAIRS AND MAINTENANCE.

A. LESSOR will, at its expense, maintain the Premises, keep it in a state of good repair (including replacements) based on normal use, wear and tear. LESSOR shall be responsible for and shall pay for replacement of the heating system, air conditioning system and other similar fixtures and improvements as needed.

B. In the event of damage or destruction to the Premises caused by fire or other casualty, to the extent rendering the Premises unusable for the use described in paragraph five (5), LESSOR may elect to repair, restore or rebuild the Premises as necessary to place it in the same or better condition as it existed immediately prior to such damage or destruction, or terminate the lease as of the date of such damage or destruction (any unearned rent prorated on a daily basis to be refunded). If LESSOR elects to repair, restore or rebuild, the rent shall abate prorated on a daily basis until the Premises are again occupiable by LESSEE. If the Premises are partially usable, LESSEE will continue to pay rent in a reduced amount based on the percentage of usability as negotiated by the parties.

C. Upon the expiration of the term of this Lease if it is not renewed, LESSEE will bear the cost of repairing any damage caused by removal of any fixtures or equipment so that the Premises will be restored to a useable condition, subject to normal use, wear and tear. Repairs will be performed by LESSOR with the cost thereof billed to LESSEE, the amount to be due within thirty (30) days of the date of the bill.

7. ALTERATIONS, MODIFICATIONS AND REDECORATING.

A. Alterations. LESSEE may not make alterations to the Premises without the written consent of the LESSOR being first obtained. All expenses for alterations shall be paid by LESSEE.

B. Modifications. In the event that modifications to the Premises are necessary to accommodate fixtures and equipment needed by LESSEE:

(1) Modifications will be made only after obtaining the written consent of LESSOR;

(2) The cost of modifications will be paid by LESSEE; and

(3) On the expiration of the term, if this Lease is not renewed, LESSEE will bear the cost of restoring the Premises to its original condition prior to such modifications.

8. INSURANCE AND LIABILITY.

A. Hazard Insurance. LESSOR will procure and keep in force at its expense, hazard insurance covering the Premises and the Building. LESSEE will procure and keep in force at its expense any insurance it deems appropriate covering personal property owned by LESSEE and located on the Premises. LESSOR shall have no liability or responsibility in connection with such personal property. Each party hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to a limitation that this waiver shall apply only when permitted by the applicable policies of insurance.

B. Liability Insurance. LESSEE will procure at its expense and keep in force liability insurance in connection with injury or death to persons occurring on the Premises in an amount not less than \$1,000,000.00. LESSEE will furnish LESSOR with evidence of such insurance annually. In this connection, LESSEE hereby indemnifies LESSOR and agrees to hold it harmless from any and all cost, expense and liability for injury or death to any persons arising

from or in any way connected with LESSEE's use of the Premises, except for liability, injury or death caused by LESSOR's negligence or intentional act.

C. Services. LESSOR shall not be liable to LESSEE for any damage occasioned by the stoppage or interruption of any service to be furnished by LESSOR hereunder or caused by riot, strike, act of God, accident or by any other cause over which LESSOR has no reasonable control.

D. General Indemnification. LESSEE hereby indemnifies LESSOR and agrees to hold it harmless with respect to any and all suits, claims, demands, judgments, costs and expenses arising from or in any way connected with LESSEE's use and occupancy of the Premises, except for liability, injury or death caused by LESSOR's negligence or intentional act.

9. OPTION TO PURCHASE. LESSOR hereby grants LESSEE the option to purchase the Premises on the following terms and conditions:

A. LESSEE may elect to purchase, at any time, the Premises by providing written notice exercising the option to purchase to LESSOR.

B. Exercise. This option to purchase shall be exercised by LESSEE by written notice thereof from LESSEE to LESSOR sent by United States certified mail, return receipt requested. The option may be exercised at any time during the term of this Lease

C. Purchase Price. The purchase price shall be \$35,000.00 The cash price shall be paid in immediately available funds at closing. The LESSEE shall be entitled to receive a credit against the purchase price for all leased payments made hereunder.

D. Deed. LESSOR shall deliver to Lessees at the time of closing a warranty deed in the proper form for recordation, such deed to be duly executed and acknowledged so as to convey the Premises to LESSEE free and clear of all liens and encumbrances except such secured indebtedness and subject only to easements, restrictions, conditions, limitations and covenants of record.

E. Prorated Items. Real estate taxes on the Premises shall be prorated between LESSOR and Lessees as of the date of closing.

F. Title Insurance. At the time of exercising the option granted herein, LESSEE will procure a commitment for title insurance in the amount of the purchase price. LESSEE will have ten (10) days to have the commitment examined for defects. Any defects in title (determined in accordance with the Nebraska State Bar Association title standards) shall be corrected by LESSOR at his expense. The cost of title insurance will be paid one-half by LESSEE and one-half by LESSOR.

G. Expenses. The expenses of the sale not otherwise dealt with herein shall be paid as follows:

(1) LESSOR will pay the real estate transfer tax, one-half (½) and one-half (½) of the legal expense for the documents referenced herein and the closing.

(2) LESSEE shall pay for the recording of the deed, one-half (½) any opinion on the title insurance commitment and one-half (½) of the legal and closing expense.

H. No Warranty. LESSEE acknowledges that the exercise of the option to purchase granted herein and the purchase will be based on LESSEE'S inspection of the Premises and not upon any express or implied warranty or representation made by LESSOR or LESSOR's agents.

I. Closing. Closing shall occur at a location to be agreed upon by the parties as soon as conveniently possible after the exercise of the option but in no event more than 45 days after exercise of the option.

10. DEFAULT AND TERMINATION.

A. In the event LESSEE:

(1) Fails or refuses to perform any of its obligations or breaches any covenant or agreement contained herein;

(2) Has its leasehold interest levied on pursuant to any execution or files (or has filed against it) any proceeding under the Bankruptcy Act; or

(3) Abandons or voluntarily vacates the Premises;

Then LESSOR may terminate this Lease effective thirty (30) days after notice of termination to LESSEE. Upon termination, LESSOR shall have all rights available under law with respect to the removal of LESSEE from the Premises and collection of unpaid rent. Upon termination, LESSEE will at once surrender possession of the Premises to LESSOR and remove all personal property from the Premises. If LESSEE fails to remove such property, LESSOR may remove and store the same without liability and at LESSEE's expense.

B. In the event LESSOR fails or refuses to perform any of its obligations hereunder, LESSEE may pursue any remedy available at law or in equity.

C. With respect to all time frames contained in this Lease, time shall be deemed to be of the essence.

11. ASSIGNMENT AND SUBLEASING. LESSEE may assign this lease and LESSEE'S option to purchase at any time without the consent of LESSOR.

12. MISCELLANEOUS.

A. Waiver of any failure or refusal to perform hereunder shall not be deemed to be a waiver in connection with any subsequent failure or refusal.

B. The use of any pronoun herein shall be deemed to include all genders.

C. All agreements and understandings between the parties are set forth in this Agreement, and neither party shall rely upon any statement or representation not contained herein.

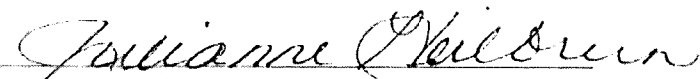
D. Any change, amendment or modification in this Agreement shall be in writing and shall be signed by both parties.


E. This Lease shall extend to and shall be binding upon the heirs, personal representatives, successors and assigns of both parties.

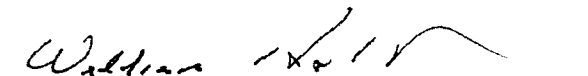
F. All notices provided for herein shall be in writing and shall be mailed by United States first class mail, certified, return receipt requested, to the last known business address of the recipient. Notices shall be deemed to have been given on the date of postmark on the sender's certified mail receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

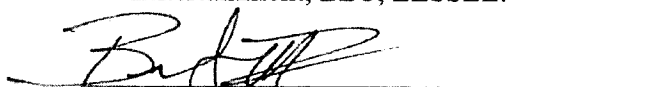
LESSOR:


Julianne Heilbrun


Kathleen Sue Debus


William Hight

BR Entertainment, LLC, LESSEE:


Benjamin Rodriguez III

SCHEDULE 1.2.4

Hight's Tavern, Inc. Alcohol Inventory

Beer

Description	Quantity/Case Count	Unit Cost	Total Cost
Budweiser Cans	3	\$23.80	\$71.40
Budweiser Bottles	3	\$25.75	\$77.25
Bud Light Cans	3.5	\$23.80	\$83.30
Bud Light Bottles	10	\$25.75	\$257.50
Michelob Ultra Bottles	7	\$29.45	\$206.15
Corona Bottles	1	\$29.35	\$29.35
Modelo Bottles	2.5	\$28.85	\$72.13
Coors Bottles	0.5	\$25.75	\$12.88
Coors Light Bottles	3.5	\$25.75	\$90.13
Miller Light Bottles	7	\$25.75	\$180.25
Blue Moon Bottles	0.5	\$27.00	\$13.50
Kona Brewing - Kona Wave Bottles	1.5	\$28.50	\$42.75
Angry Orchard (6 pack)	1	\$33.00	\$33.00
Zipline - NE Brew Cans	0.5	\$33.00	\$16.50
New Belgium 1554 Bottles (6 pack)	1	\$30.00	\$30.00
Sam Adams Bottles	0.75	\$29.00	\$21.75
Pabst Cans	2	\$18.35	\$36.70
Zipline - Daaang! Cans	0.5	\$37.50	\$18.75
Budlight Chelada Can	1	\$39.80	\$39.80
Busch Light Can	4.5	\$25.15	\$113.18
Bud Light Next Can	0.5	\$27.75	\$13.88
Breckenridge Brew - Vanilla Porter Bottles	0.5	\$30.45	\$15.23
Leinenkugel Peach Cans	0.5	\$27.00	\$13.50
Miller 64	2	\$25.75	\$51.50
Kinkader Tropicale (4 pack)	1		\$0.00
Kinkader Snozzberry	1	\$41.50	\$41.50
Kros Strain Fair Nectar	0.5	\$43.00	\$21.50
Dos Equis	0.5	\$21.50	\$10.75
Whiteclaw	4	\$31.50	\$126.00
Mikes Hard Lemonade	2	\$30.50	\$61.00
Budweiser (keg)	1	\$128.00	\$128.00
Bud Light (keg)	3	\$128.00	\$384.00
Mtn Standard Keg	0.5	\$82.00	\$41.00
Leinenkugel Juicy Peach	0.5	\$27.00	\$13.50

Liquor Inventory

Description	Quantity/Case Count	Unit Cost	Total Cost
--------------------	--------------------------------	------------------	-----------------------

J&B Scotch Liter	7	\$28.70	\$200.90
Dewars Scotch Liter	7	\$25.53	\$178.71
Johnnie Walker Red Liter	3	\$28.25	\$84.75
Presidente Litre	4	\$19.25	\$77.00
Carolans Irish Cream 750 ml	6	\$16.67	\$100.02
Chivas Liters	2	\$34.50	\$69.00
Kahlua Liter	4	\$26.73	\$106.92
DeKuyper Crème de Cacao (750 ml)	1	\$12.00	\$12.00
Chamboard 750 ml	1	\$21.00	\$21.00
Bushmill Liter	6	\$24.35	\$146.10
Fireball Liter	8	\$18.32	\$146.56
Doc McGillicuddy Liter	9	\$16.42	\$147.78
DeKuyper Peppermint Schnapps Liter	1	\$13.23	\$13.23
Rumpleminze Liter	7	\$27.47	\$192.29
DeKuyper Pucker Liter	16	\$12.53	\$200.48
Screwball 750	2	\$20.25	\$40.50
Jager Liter	3	\$27.50	\$82.50
Mr Boston Peach Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Rootbeer Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Hot Damn Liter	3	\$13.23	\$39.69
Mr Boston Triple Sec Liter	7	\$11.49	\$80.43
Bacardi Pints	11	\$5.94	\$65.34
Bacardi Liters	5	\$19.00	\$95.00
Captain Morgan Liters	9	\$19.34	\$174.06
Malibu Liter	7	\$16.00	\$112.00
RumChata 750	2	\$26.98	\$53.96
Smirnoff Vodka Liter	3	\$16.31	\$48.93
Absolute Vodka Liter	12	\$27.12	\$325.44
Tanqueray Gin Liter	3	\$27.54	\$82.62
Bombay Gin Liter	5	\$27.65	\$138.25
Rico Bay Rum Liter	2	\$8.50	\$17.00
Aristocrat Whiskey Liter	8	\$8.50	\$68.00
Aristocrat Gin Liter	2	\$8.50	\$17.00
Aristocrat Tequila Liter	3	\$8.50	\$25.50
Skol Vodka Pint	6	\$5.75	\$34.50
Aristocrat Vodka Liter	7	\$8.50	\$59.50
Sveda Vodka 750 ml	5	\$15.07	\$75.35
Stolichnya Vodka Liter	4	\$26.42	\$105.68
Midori Liter	1	\$27.67	\$27.67
Grey Goose Vodka Liter	4	\$32.15	\$128.60
Titos Vodka Liter	9	\$23.92	\$215.28
Tequila Rose Liter	2	\$20.73	\$41.46
Pendelton Liters	7	\$26.67	\$186.69

Hight's/Rodriguez Asset Purchase Agreement v 4

Wild Turkey Liters	14	\$29.42	\$411.88
Jack Daniels Liters	5	\$19.42	\$97.10
Jack Fire Liters	12	\$29.40	\$352.80
Jim Beam Liters	5	\$27.00	\$135.00
CLC Pints	28	\$4.58	\$128.24
CLC Liters	9	\$10.32	\$92.88
Souther Comfort Liters	5	\$20.30	\$101.50
Crown Royal Liters	1	\$31.49	\$31.49
Crown Peach Liters	2	\$24.74	\$49.48
Crown Caramel Liter	9	\$24.74	\$222.66
Yukon Jack Liter	11	\$19.42	\$213.62
Black Velvet Liter	6	\$12.13	\$72.78
Windsor Liter	1	\$13.50	\$13.50
CC Liter	3	\$17.32	\$51.96
Foxe Liter	4	\$7.42	\$29.68
Seagram VO Liter	3	\$17.50	\$52.50
Seagram 7 Liter	5	\$19.25	\$96.25
Patron Silver 750 ml	2	\$38.25	\$76.50
Hornitas Liters	3	\$33.48	\$100.44
Jose Quervo Liters	16	\$19.92	\$318.72
Jameson Liters	4	\$30.59	\$122.36
DeKuyper Butterscotch Schnapps Liters	2	\$12.95	\$25.90
DeKuyper Blue Caracoa Liter	2	\$12.00	\$24.00
Sutter Home Wine (4 pack)	64	\$2.00	\$128.00
Vella Boxed Wine (5 liter boxes)	3	\$13.23	\$39.69
Pickle Shot Pickle Vodka 750 ml	5	\$13.30	\$66.50
UV Vodka Liters	12	\$14.20	\$170.40
Sugarland Sine Apple Pie Moonshine 750 ml	5	\$16.50	\$82.50
Shanky's Whip 750 ml	3	\$20.25	\$60.75
1800 Tequila	4	\$27.36	\$109.44
TOTAL ALL LIQUOR/BEER	539.75	\$2,621.87	\$9,963.19

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 72010074

7/6/2022 02:39 PM

Status: **APPROVED**

Customer Name: Brendan J Rice

Type: Visa

Credit Card Number: **** * 7336

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	71866038	\$400.00

Applicant Name:: **BR Entertainment LLC**Trade Name (DBA):: **Hight's Tavern**Address:: **20 W 18th Street**City:: **Scottsbluff**State:: **NE**Zip Code:: **69361**Phone Number:: **3086312285**Email Address:: **jrodriguez@accsinc.net**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made this 26th day of July, 2022, by and between **Hight's Tavern, Inc., a Nebraska corporation** (hereafter, "Hight's"), **Julianne Heilbrun, Kathleen Sue Debus, and William Hight** (hereafter, "Real Estate Owners") (collectively referred to as the "Sellers") and **BR Entertainment, LLC, a Nebraska limited liability company**, (hereafter, the "Buyer").

WITNESSETH:

WHEREAS, Hight's is a licensed bar operating in Scottsbluff, Scotts Bluff County, Nebraska, more specifically at 20 W. 18th Street, Scottsbluff, Nebraska, legally described as the East 23.8 feet of the West 60 feet of Lot 18, Block 3, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (hereafter, the "Real Estate");

WHEREAS, Julianne Heilbrun and Kathleen Sue Debus (hereafter, "Hight's Owners") own one-hundred percent of the issued and outstanding shares of Hight's;

WHEREAS, the Real Estate is owned by the Real Estate Owners;

WHEREAS, BR Entertainment, LLC, (hereafter, "Hight's Purchaser") desires to buy the X Equipment, Goodwill, General Intangibles, Alcohol, and the Covenant, as defined herein from the Hight's Owners;

WHEREAS, Real Estate Owners desire to lease the Real Estate to Buyers with an assignable option to purchase;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follow:

1. ACQUISITION:

1.1. **Nature of Transaction:** Subject to the terms and conditions of this Agreement, at the Closing, Buyer will purchase and acquire from Sellers good and marketable title to the Acquired Assets (as defined in Section 1.2 hereinbelow), subject to certain liabilities as hereinafter specified, if any.

1.2. **Acquired Assets:** The Acquired Assets shall consist solely of the following assets of the Sellers:

1.2.1. The equipment and personal property (hereafter, the "Equipment") used within the trade and business of the Corporation, as identified on Schedule 1.2.1, attached hereto and incorporated herein.

1.2.2. The goodwill and reputation of Hight's and of the Sellers collectively with respect to Hight's and the Sellers' business; all right, title, and ownership that Hight's or any individual Seller(s) may have in Hight's name (hereafter, the "Goodwill") along with the phone numbers, websites, proprietary technology, systems, and processes of Hight's as identified on Schedule 1.2.2, attached hereto and incorporated herein by this reference (hereafter, the "General Intangibles").

1.2.3. A leasehold interest in the Real Estate as set forth in the Lease Agreement attached hereto and incorporated herein on Schedule 1.2.3.

1.2.4. The liquor and beer, existing on hand as of the date of Closing, as set forth on Schedule 1.2.4 (hereafter, the "Alcohol").

1.2.5. The covenant not to compete from Hight's Owners, as set forth in Section 5.2 of this Agreement (hereafter, the "Covenant").

1.3. **Retained Assets:** Hight's is retaining all of its assets not otherwise specified on the schedules attached hereto, including, but not limited to cash on hand and financial accounts as of the Closing.

1.4. **Liabilities and Obligations:** Buyer shall not assume or undertake to pay, perform, satisfy, or discharge any liabilities or obligations of Hight's, Hight's Owners, or the Real Estate Sellers, known or unknown, asserted or unasserted, claimed or unclaimed.

1.5. **Employees:** Buyer may, at Buyer's sole election, hire Hight's employees who are employed at the time of Closing, but Buyer shall not have any obligation to do so. Buyer will have the choice of assuming Hight's unemployment tax experience account and reserve or adding any employees that Buyer may hire to its existing account. The names, dates of hire, and current wages of Hight's employees are set forth on Schedule 1.5, attached hereto and incorporated herein. In such event that Buyer hire some or all of Hight's employees, Buyer shall have no obligation to satisfy any paid time off, sick days, or other vested employee benefit which may exist and all such benefits shall be satisfied by Hight's.

2. CONSIDERATION:

2.1. **Agreed Consideration:** The agreed value of the Acquired Assets is \$250,000.00 (hereafter, the "Purchase Price") which amount of consideration will flow to the Sellers in accordance with the provisions of Section 2.2 and 2.3 of this Section 2.

2.2. **Payment of Covenant:** The consideration for the Covenant shall be \$55,000.00 which shall be paid to Hight's Owners on Closing by Buyer.

2.3. **Allocation of Consideration:** The Purchase Price shall be allocated among the Acquired Assets as follows:

Equipment:	\$25,000.00
Goodwill & General	\$125,000.00
Intangibles:	
Covenant:	\$55,000.00
Alcohol*:	\$10,000.00
 TOTAL:	 \$215,000.00

Sellers and Buyer agree to use the foregoing Allocation of Consideration figures set forth immediately above in this Section 2.3 when filing Form 8594 with the Internal Revenue Service.

The Allocation of Consideration attributable to the Alcohol shall be trued up to the date of purchase and adjusted at Closing to reflect the actual price for on-hand Alcohol as of the day and time of Closing. The parties agree to reach a mutual agreement on the adjustment of other Allocations of Consideration to reflect the actual inventory amount of Alcohol.

2.4. **Fair Market Value:** The parties acknowledge that the total consideration under this Agreement represents Fair Market Value for assets as allocated and does not prejudice the rights of any creditor of Hight's or of Sellers collectively.

3. **CLOSING:**

3.1. **Closing Date:** Closing shall take place as soon as practical between the parties, unless otherwise agreed between the parties hereto.

3.2. **Interim Operations:** Between the date hereof and Closing, Sellers:

3.2.1. Shall conduct and carry on the business in the ordinary and regular course, in good faith, and with due diligence including the ordering and purchasing of normal amounts of business supplies.

3.2.2. Shall not sell, assign, lease, mortgage, pledge, or otherwise dispose of or encumber any of the Acquired Assets.

3.2.3. Shall not enter into any contract, agreement, or arrangement with respect to the Acquired Assets, the business, or its employees without the prior written consent of the Buyer.

3.2.4. Shall maintain the Acquired Assets in the same condition as on the date hereof, ordinary wear and tear excepted.

3.2.5. Shall use its best efforts to preserve and protect the business and personnel of Hight's and Hight's present relationship with supplies and customers.

3.2.6. Shall keep the Acquired Assets insured against loss or damage under policies of insurance consistent with past practices.

3.2.7. Shall give Buyer prompt notice of any and all material changes which occur between the date hereof and Closing with respect to the operation of the business, the condition of the Acquire Assets, Hight's relationship with its employees, creditors, supplies, customers, or others having business relationships with it.

3.3. **Conditions Precedent to Closing:** Closing shall be contingent upon the occurrence of the following:

3.3.1. The warranties and representations made herein by Sellers shall be true and correct in all material respects on and as of the Closing with the same effect as if such warranties and representations had been made on and as of the Closing.

3.3.2. Termination of the employment with Hight's of all employees who Buyer do not elect to hire.

3.3.3. The consent of any third party has been given in connection with any Acquired Assets which require consent of a third party to be assigned to Buyer.

3.3.4. Buyer shall have received approval for a Temporary Operating Permit from the Nebraska Liquor Control Commission. In connection with this condition, Buyer shall promptly file an application for a liquor license upon the execution of this Agreement.

3.3.5. Buyer shall have received the requisite financing to close the transaction. In connection with this condition, Buyer shall promptly apply for financing and make good faith efforts to obtain such financing.

If any of the foregoing conditions do not occur by Closing, this Agreement shall be null and void and the transaction contemplated herein shall be cancelled unless the parties agree otherwise.

3.4. Deliveries at Closing:

3.4.1. At Closing, Seller shall deliver to Buyer:

3.4.1.1. A Bill of Sale in the form of Schedule 3.4.1.1 to convey all Equipment, Goodwill, General Intangibles, free and clear of all liens and encumbrances to Hight's Purchasers.

3.4.1.2. A consent to use deceptively similar name to Hight's Purchasers, in a form acceptable to the Nebraska Secretary of State's Office (as shown on Schedule 3.4.1.2), allowing Buyer to register the trade name "Hight's Tavern" with the Nebraska Secretary of State's Office. Sellers agree to provide reasonable assistance in obtaining the use of the name and will execute all documents, within reason, to provide for the use of the name.

3.4.2. At Closing, Buyer shall deliver to Sellers a cashier's check or other certified and immediately available funds in the amounts specified in Section 2.1.

3.5. Post-Closing Assurances: If at any time within two (2) years after the Closing either party shall consider or be advised that further assignments, conveyance, transfers or assurances, or any other actions or things, may be necessary or appropriate in connection with the transaction contemplated in this Agreement, the parties hereto agree to execute and deliver any and all such further documents and take and do all actions as may be reasonably required in order to complete such transactions. The provisions of this Section 3.5 shall survive Closing. Sellers shall proceed with a quiet title action to secure free and clear title to the Real Estate.

4. WARRANTIES AND REPRESENTATIONS.

4.1. **Warranties and Representations of Buyer:** Buyer warrants and represents to Sellers as follows:

4.1.1. **Power and Authority:** Buyer have the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement. In such event that Buyer assign their obligations under this Agreement to one (1) or more entities, such entities will have been duly formed and validly organized and existing with authority to operate in the State of Nebraska.

4.1.2. **Due Execution and Delivery of Agreement.** This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer in accordance with its terms.

4.1.3. **No Broker.** Neither this Agreement nor the transaction contemplated herein has been induced or procured through any person or entity acting as a broker, finder, or in a similar capacity on behalf of Buyer.

4.1.4. **No Prohibition or Conflict.** Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transaction contemplated thereby is

prohibited by, or does or will conflict with, result in a violation, breach, or termination of or constitute a default under any contract, agreement, or obligation applicable to Buyer.

4.2. **Warranties and Representations of Seller.** Seller warrants and represents to Buyer:

4.2.1. **Power and Authority to Enter into and Perform Agreement:** Hight's is a corporation duly formed and existing under the laws of the State of Nebraska. Hight's Owners have the requisite power and authority to enter into and cause Hight's to perform its obligations under this Agreement, including the execution and delivery of all documents provided for herein.

4.2.2. **Due Execution and Delivery of Agreement:** This Agreement has been duly executed and delivered by Sellers and constitutes the valid and legally binding obligation of Sellers in accordance with its terms. The Bill of Sale and other closing documents, including any deeds or other conveyance documents, will have been duly executed and delivered by Sellers and constitute the valid and legally binding conveyance, transfer and assignment by Sellers in accordance with its terms and will be sufficient to sell, assign, convey, transfer, and set over to, vest, perfect, and confirm in Buyer all right, title, and interest of Sellers in and to the Acquired Assets. This Agreement has been duly executed and delivered by Sellers and constitutes the valid and legally binding obligation of Sellers in accordance with its terms.

4.2.3. **No Prohibition or Conflict:** Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transaction contemplated thereby is prohibited by, or does or will conflict with, result in a violation, breach, or termination of or constitute a default under any contract, agreement, or obligation applicable to Sellers.

4.2.4. **No Broker:** Neither this Agreement nor the transaction contemplated herein has been induced or procured through any person or entity acting as a broker, finder, or in a similar capacity on behalf of Sellers.

4.2.5. **Good and Marketable Title to Acquired Assets:** Sellers have good and marketable title to all of the Acquired Assets and at Closing hereunder, Buyer will have good and marketable title to the Acquired Assets.

4.3. **Survival:** All warranties and representations made herein shall survive the Closing.

5. COVENANT NOT TO COMPETE:

5.1. **Understanding and Acknowledgment.** The parties hereto acknowledge and agree that Buyer have a legitimate business interest in being protected from competition by Height's Owners with regard to the assets being purchased hereunder. The parties further acknowledge and agree that any competition by Hight's Owners would be unfair because such competition would give Hight's Owners the opportunity to appropriate that which is acquired by Buyer in accordance with this Agreement.

5.2. **Covenant not to Compete:** Hight's Owners shall not, for a period of five (5) years after the Closing, engage directly or indirectly in any manner or capacity (including, but not limited to, owner [except publicly traded securities in which they own a minority interest], partner, stockholder, employee, officer, director, independent contractor, consultant, advisor, or

in any other capacity calling for the making of investment or the rendition of services, advice, or acts of management, operation, or control) in any business operation of a similar or identical nature to that of Hight's located within a 100 mile radius of Scottsbluff, Nebraska.

5.3. **Invalidity or Unenforceability.** The foregoing covenant is intended to be interpreted and construed in a manner which will make its provisions valid, and enforceable. In the event that any provision of such covenant is found to be partially or wholly invalid, illegal, or unenforceable, such provisions shall be deemed to be modified or restricted to the extent necessary to make such provision invalid, legal, and enforceable or, if such provisions cannot be modified or restricted in such manner, then such provision shall be deemed to be excised from this Agreement and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

5.4. **Irreparable Damage:** Any failure of Hight's Owners to comply with the provisions of Section 5.2 above will result in irreparable and continuing injury to Buyer for which there is no adequate remedy at law. Buyer shall therefore be entitled to, in addition to such other and further relief as may be proper, all types of equitable relief including, but not limited to, the issuance of a Temporary Restraining Order and/or temporary and/or permanent injunction as may be necessary or appropriate to cause Hight's Owners to comply with the provisions of Section 5.2, and to restore Buyer its property and make Buyer whole and harmless.

6. **INDEMNIFICATION:**

6.1. **Indemnification of Buyer by Hight's.** Hight's (the "Indemnifying Party") covenants and agrees to indemnify Buyer against, and hold Buyer harmless from, any and all losses, damages, costs, and expenses which Buyer may suffer or incur in connection with or relating to:

6.1.1. Any liability or obligation referred to in Section 1.2;

6.1.2. Any violation or breach under this Agreement and all of the documents, schedules, and exhibits referred to herein;

6.1.3. Any undisclosed liability of Hight's which may be imputed to Buyer.

6.2. **Satisfaction of Claims.** The Indemnifying Party shall satisfy its obligations of indemnification hereunder within 90 days after notice thereof from the Buyer to Hight's. In this connection, Buyer shall promptly notify the Indemnifying Party of any claim or demand which may give rise to a right of indemnification hereunder. If such claim or demand relates to a claim or demand asserted by any third party against Buyer, then, the Indemnifying Party may defend such claim or demand through counsel, Buyer to have the right to participate in such defense provided that its participation shall not in any way diminish or lessen the obligation of the Indemnifying Party hereunder. The failure of Buyer to promptly notify the Indemnifying Party of any claim or demand giving rise to a right of indemnification shall be considered a waiver of the Buyer's right to indemnification from the Indemnifying Party.

7. **MISCELLANEOUS:**

7.1. **Termination of Agreement:**

7.1.1. **Termination of Agreement by Buyer:** Buyer may terminate this Agreement prior to Closing upon the occurrence of any of the following:

7.1.1.1. Any material portion of the Acquired Assets shall be damaged or destroyed by fire or other casualty, be stolen, or be the subject of any eminent domain proceeding or threatened proceeding.

7.1.1.2. The Sellers, either collectively or individually, is in default with any warranty or representation of Seller, or has otherwise misrepresented the characterization and nature of the Acquired Assets.

7.1.1.3. Any condition precedent to Closing is not satisfied as of the date of Closing.

7.1.2. **Termination of Agreement by Sellers:** Sellers may terminate this Agreement prior to Closing upon the occurrence of any of the following:

7.1.2.1. Buyer are unable to secure financing for the transaction contemplated herein.

7.1.2.2. Buyer fail to satisfy any obligation of the Buyer set forth within this Agreement.

7.1.2.3. Buyer are in material breach of this Agreement.

In the event either party exercises its rights to terminate this Agreement as provided herein, the terminating party shall provide written notice of the election to terminate to the other party in accordance with the provisions of this Agreement.

7.2. **Right to Cure:** Upon receipt of a Notice of Termination from the terminating party, the other party shall have a reasonable period of time, which shall be no less than 30 days to determine whether such default is curable and whether it can be cured within a reasonable period of time. In such event that the party receiving Notice of Termination determines the default to be curable, such party shall notify the terminating party of the proposed process to cure such default in the estimated time to cure. In such event that the terminating party determines that the time required to cure the default is not reasonable, the terminating party may elect to proceed with terminating this Agreement.

7.3. **Costs and Expenses:** The parties hereto agree to equally split the costs and expenses of preparing this Agreement and the legal costs of any mutual work under this Agreement. Each party shall bear the costs and expenses of their own separate legal work. Each party shall pay their own accountant's fees.

7.4. **Notices:** All notices provided for in this Agreement shall be given in writing and shall be mailed by United States Mail, certified, postage prepaid, and addressed as follows:

To Hight's: 20 W. 18th Street
Scottsbluff, NE 69361

To Hight's Owners: Julianne Heilbrun
1090 Pioneer Drive
Gering, NE 69361

Kathleen Sue Debus
40006 County Road 26
Scottsbluff, NE 69361

To Real Estate Owners:

Julianne Heilbrun
1090 Pioneer Drive
Gering, NE 69361

Kathleen Sue Debus
40006 County Road 26
Scottsbluff, NE 69361

William Hight
1420 T Street
Gering, NE 69341

To Benjamin Rodriguez III

2201 Kingsgate Road
Scottsbluff, NE 69361

To Benjamin D.M. Rodriguez V:

140436 Springcreek Road
Mitchell, NE 69357

All notices shall be deemed to have been given on the date of the recipient's signature as reflected on the certified mail receipt. In such event that no date is given, such notice shall be deemed to have been given three (3) days after the date of mailing as reflected on the certified mail receipt. Any party may change the address for the purposes of notices by giving notice thereof in accordance with this section.

7.5. **Amendment and Modification:** Any amendment to this Agreement shall be made in a written document executed by all of the parties hereto.

7.6. **Successors and Assigns:** Buyer may assign this Agreement, or any part of this Agreement, to one or more entities of their choosing. No such assignment shall relieve the Buyer of their obligations under this Agreement, unless the Sellers have consented to a release of the Buyer. This Agreement shall inure to the benefit of and be binding upon and enforceable against the successors and assigns of the respective parties hereto.

7.7. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska and the appropriate jurisdiction and venue for any judicial proceeding which may arise under this Agreement shall be in the District or County Court of Scotts Bluff County, Nebraska, as further determined by Nebraska's jurisdictional limits pertaining to the amount in controversy.

7.8. **Severability:** If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable or,

if the foregoing is not possible, shall be deemed excised from this Agreement, the remainder of this Agreement to remain in full force and effect.

7.9. **Counterparts:** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute the same agreement, each counterpart to be deemed an original hereof.

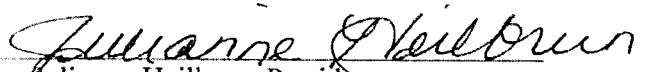
7.10. **Completeness of Agreement.** This Agreement expresses the entire agreement between the parties and supersedes any prior agreement, with no party relying on any statement or representation not contained herein.

7.11. **Press Release:** Any press release or notification of this Agreement or the transaction contemplated herein shall be approved by both Sellers and Buyer.

7.12. **Default:** In the event of default of this Agreement by either party, the nondefaulting party or parties may pursue any remedy available at law or in equity and the decision to so pursue shall not prevent a later simultaneous pursuit of any other remedy. The waiver or failure to act in the event of any default shall not be deemed a waiver of any subsequent default. In the event of Sellers' default, Buyer may elect to terminate this Agreement as provided in Section 7.1, subject to the Right to Cure as provided in Section 7.2. In the event of Buyer' default, Buyer shall immediately forfeit, as liquidated damages, any earnest money deposit provided under this Agreement. The forfeiture of earnest money shall not be construed to be a cap on damages which Buyer may be liable for.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement as of the day and year first above written.

Hight's Tavern, Inc., A Nebraska Corporation



By: Julianne Heilbrun, President


Hight's Owners:

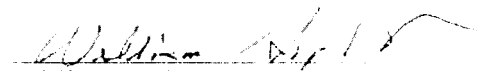

Julianne Heilbrun


Kathleen Sue Debus


Real Estate Owners:


Julianne Heilbrun


Kathleen Sue Debus


William Hight

BR Entertainment, LLC, a Nebraska limited
liability company, Buyer


Benjamin Rodriguez III, President

SCHEDULE 1.2.1

Hight's Tavern, Inc. - Equipment List

Description	Cost
Ice Machine	\$2,000.00
3 Compartment Sink	\$700.00
Handsink	\$280.00
Keg Dispenser	\$2,700.00
Small Fridge	\$500.00
Bottle Cooler	\$2,700.00
Chest Freezer	\$300.00
Microwave	\$50.00
Pizza Maker	\$50.00
Gas Grill with hood system	
Water Boss Water Softener	\$200.00
Electric Water Heater	\$200.00
4 x 8 Walkin Cooler	\$2,500.00
Electric Glass Washer	\$400.00
5 TVs	\$1,800.00
8 Speakers & Stereo	\$500.00
Rooftop Heater/AC	\$5,700.00
Coolers	\$200.00
Glassware	\$585.00
Booths, stools, tables	\$6,850.00
Chemicals	\$250.00
Vacuum	\$250.00
Awning	\$5,000.00
Pickle Card Dispenser	\$75.00
Ice Bin	\$1,000.00
Fire Suppression System	\$2,435.00
Cameras	\$1,000.00
Floor Mats	\$350.00
TOTAL ALL EQUIPMENT	\$38,575.00

Hight's Tavern, Inc. Alcohol Inventory**Beer**

Description	Quantity/Case Count	Unit Cost	Total Cost
Budweiser Cans	3	\$23.80	\$71.40
Budweiser Bottles	3	\$25.75	\$77.25
Bud Light Cans	3.5	\$23.80	\$83.30
Bud Light Bottles	10	\$25.75	\$257.50
Michelob Ultra Bottles	7	\$29.45	\$206.15
Corona Bottles	1	\$29.35	\$29.35
Modelo Bottles	2.5	\$28.85	\$72.13
Coors Bottles	0.5	\$25.75	\$12.88
Coors Light Bottles	3.5	\$25.75	\$90.13
Miller Light Bottles	7	\$25.75	\$180.25
Blue Moon Bottles	0.5	\$27.00	\$13.50
Kona Brewing - Kona Wave Bottles	1.5	\$28.50	\$42.75
Angry Orchard (6 pack)	1	\$33.00	\$33.00
Zipline - NE Brew Cans	0.5	\$33.00	\$16.50
New Belgium 1554 Bottles (6 pack)	1	\$30.00	\$30.00
Sam Adams Bottles	0.75	\$29.00	\$21.75
Pabst Cans	2	\$18.35	\$36.70
Zipline - Daaang! Cans	0.5	\$37.50	\$18.75
Budlight Chelada Can	1	\$39.80	\$39.80
Busch Light Can	4.5	\$25.15	\$113.18
Bud Light Next Can	0.5	\$27.75	\$13.88
Breckenridge Brew - Vanilla Porter Bottles	0.5	\$30.45	\$15.23
Leinenkugel Peach Cans	0.5	\$27.00	\$13.50
Miller 64	2	\$25.75	\$51.50
Kinkader Tropicale (4 pack)	1		\$0.00
Kinkader Snozzberry	1	\$41.50	\$41.50
Kros Strain Fair Nectar	0.5	\$43.00	\$21.50
Dos Equis	0.5	\$21.50	\$10.75
Whiteclaw	4	\$31.50	\$126.00
Mikes Hard Lemonade	2	\$30.50	\$61.00
Budweiser (keg)	1	\$128.00	\$128.00
Bud Light (keg)	3	\$128.00	\$384.00
Mtn Standard Keg	0.5	\$82.00	\$41.00
Leinenkugel Juicy Peach	0.5	\$27.00	\$13.50

Liquor Inventory

Description	Quantity/Case Count	Unit Cost	Total Cost
J&B Scotch Liter	7	\$28.70	\$200.90
Dewars Scotch Liter	7	\$25.53	\$178.71
Johnnie Walker Red Liter	3	\$28.25	\$84.75
Presidente Litre	4	\$19.25	\$77.00
Carolans Irish Cream 750 ml	6	\$16.67	\$100.02
Chivas Liters	2	\$34.50	\$69.00

Kahlua Liter	4	\$26.73	\$106.92
DeKuyper Crème de Cacao (750 ml)	1	\$12.00	\$12.00
Chamboard 750 ml	1	\$21.00	\$21.00
Bushmill Liter	6	\$24.35	\$146.10
Fireball Liter	8	\$18.32	\$146.56
Doc McGillicuddy Liter	9	\$16.42	\$147.78
DeKuyper Peppermint Schnapps Liter	1	\$13.23	\$13.23
Rumpleminze Liter	7	\$27.47	\$192.29
DeKuyper Pucker Liter	16	\$12.53	\$200.48
Screwball 750	2	\$20.25	\$40.50
Jager Liter	3	\$27.50	\$82.50
Mr Boston Peach Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Rootbeer Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Hot Damn Liter	3	\$13.23	\$39.69
Mr Boston Triple Sec Liter	7	\$11.49	\$80.43
Bacardi Pints	11	\$5.94	\$65.34
Bacardi Liters	5	\$19.00	\$95.00
Captain Morgan Liters	9	\$19.34	\$174.06
Malibu Liter	7	\$16.00	\$112.00
RumChata 750	2	\$26.98	\$53.96
Smirnoff Vodka Liter	3	\$16.31	\$48.93
Absolute Vodka Liter	12	\$27.12	\$325.44
Tanqueray Gin Liter	3	\$27.54	\$82.62
Bombay Gin Liter	5	\$27.65	\$138.25
Rico Bay Rum Liter	2	\$8.50	\$17.00
Aristocrat Whiskey Liter	8	\$8.50	\$68.00
Aristocrat Gin Liter	2	\$8.50	\$17.00
Aristocrat Tequila Liter	3	\$8.50	\$25.50
Skol Vodka Pint	6	\$5.75	\$34.50
Aristocrat Vodka Liter	7	\$8.50	\$59.50
Sveda Vodka 750 ml	5	\$15.07	\$75.35
Stolichnya Vodka Liter	4	\$26.42	\$105.68
Midori Liter	1	\$27.67	\$27.67
Grey Goose Vodka Liter	4	\$32.15	\$128.60
Titos Vodka Liter	9	\$23.92	\$215.28
Tequila Rose Liter	2	\$20.73	\$41.46
Pendelton Liters	7	\$26.67	\$186.69
Wild Turkey Liters	14	\$29.42	\$411.88
Jack Daniels Liters	5	\$19.42	\$97.10
Jack Fire Liters	12	\$29.40	\$352.80
Jim Beam Liters	5	\$27.00	\$135.00
CLC Pints	28	\$4.58	\$128.24
CLC Liters	9	\$10.32	\$92.88
Souther Comfort Liters	5	\$20.30	\$101.50
Crown Royal Liters	1	\$31.49	\$31.49
Crown Peach Liters	2	\$24.74	\$49.48
Crown Caramel Liter	9	\$24.74	\$222.66

Yukon Jack Liter	11	\$19.42	\$213.62
Black Velvet Liter	6	\$12.13	\$72.78
Windsor Liter	1	\$13.50	\$13.50
CC Liter	3	\$17.32	\$51.96
Foxe Liter	4	\$7.42	\$29.68
Seagram VO Liter	3	\$17.50	\$52.50
Seagram 7 Liter	5	\$19.25	\$96.25
Patron Silver 750 ml	2	\$38.25	\$76.50
Hornitas Liters	3	\$33.48	\$100.44
Jose Quervo Liters	16	\$19.92	\$318.72
Jameson Liters	4	\$30.59	\$122.36
DeKuyper Butterscotch Schnapps Liters	2	\$12.95	\$25.90
DeKuyper Blue Caracoa Liter	2	\$12.00	\$24.00
Sutter Home Wine (4 pack)	64	\$2.00	\$128.00
Vella Boxed Wine (5 liter boxes)	3	\$13.23	\$39.69
Pickle Shot Pickle Vodka 750 ml	5	\$13.30	\$66.50
UV Vodka Liters	12	\$14.20	\$170.40
Sugarland Sine Apple Pie Moonshine 750 ml	5	\$16.50	\$82.50
Shanky's Whip 750 ml	3	\$20.25	\$60.75
1800 Tequila	4	\$27.36	\$109.44
TOTAL ALL LIQUOR/BEER	539.75	\$2,621.87	\$9,963.19

Hight's Tavern, Inc. - Equipment List

Description	Cost
Ice Machine	\$2,000.00
3 Compartment Sink	\$700.00
Handsink	\$280.00
Keg Dispenser	\$2,700.00
Small Fridge	\$500.00
Bottle Cooler	\$2,700.00
Chest Freezer	\$300.00
Microwave	\$50.00
Pizza Maker	\$50.00
Gas Grill with hood system	
Water Boss Water Softener	\$200.00
Electric Water Heater	\$200.00
4 x 8 Walkin Cooler	\$2,500.00
Electric Glass Washer	\$400.00
5 TVs	\$1,800.00
8 Speakers & Stereo	\$500.00
Rooftop Heater/AC	\$5,700.00
Coolers	\$200.00
Glassware	\$585.00
Booths, stools, tables	\$6,850.00
Chemicals	\$250.00
Vacuum	\$250.00
Awning	\$5,000.00
Pickle Card Dispenser	\$75.00
Ice Bin	\$1,000.00
Fire Suppression System	\$2,435.00
Cameras	\$1,000.00
Floor Mats	\$350.00
TOTAL ALL EQUIPMENT	\$38,575.00

Hight's Tavern

**APPLICATION FOR AMENDING
APPLICATION**

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

RECEIVED

JUL 28 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

BR ENTERTAINMENT, LLC

125088

Licensee Name

Liquor License Number

20 W. 18TH STREET

SCOTTSBLUFF

69361

Premises Address

City

Zip Code

RODRIGUEZ, BENJAMIN III

3086326555

Contact Name

Contact Telephone Number

TYPE OF AMENDMENT

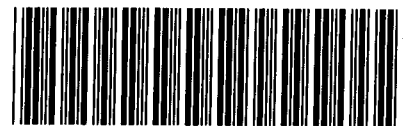
- ☐ Change in area to be licensed, attach copy of new sketch with amended area, and be clear as to what is being changed
- ☒ Change to question # 1 of application
- ☐ Change in stockholders, attach affidavit for change of corporate officers and/or stockholder
- ☐ Change in membership, attach affidavit for change of limited liability company (LLC) member
- ☐ Other, please attached explanation of request

Only one amended is allowed per application. Any major change to an application must be made by withdrawing (in writing) the current application and filing a new application.


Signature

7/27/2022

Date



2200008402

FORM 131
REV FEB 2017

AMENDMENT PAGE TO FORM 100 (QUESTION 1)/FORM 103 (QUESTION 1)

Update to Criminal Background Report on Entity Member/Spouse and Manager

Applicant/Spouse (Benjamin Rodriguez III – Member/Proposed Manager and Juanita Rodriguez – Spouse of Member/Spouse of Proposed Manager)

Name of Applicant/Spouse	Date of Conviction	Where Convicted	Description of Charge	Disposition
Benjamin Rodriguez III	8/14/2007	Gering, Scotts Bluff County, Nebraska	Overweight Truck	Paid Fine
Juanita Rodriguez	5/20/2007	Sidney, Cheyenne County, Nebraska	Speeding	Paid Fine

During the process of preparing the initial application, a Criminal History Record was requested from the Nebraska State Patrol, for Benjamin Rodriguez III (DOB 9/28/1960) with a dissemination report issued on June 30, 2022. The sole matter reflected on the dissemination report was Mr. Rodriguez's DUI (listed on the initial application). A true and correct copy of the dissemination report is attached hereto and incorporated herein as Exhibit A.

Additionally, Mr. Rodriguez III and Mrs. Juanita Rodriguez were searched in JUSTICE, an electronic record of judicial actions (including civil, criminal, traffic, probate, and juvenile cases). The above events were not reflected in the JUSTICE search. A true and correct copy of the JUSTICE reports reflecting "No Results" for years 2002 and 2007 (Mr. Rodriguez III) and 2007 (Mrs. Rodriguez) are attached hereto and incorporated herein as Exhibit B. The JUSTICE search was limited to criminal and traffic violations and was not restricted by county (that is, all counties in Nebraska were searched).

The initial application failed to include these incidents even though a good faith effort was made to review the applicant's records.



NEBRASKA STATE PATROL

Criminal History Record

Dissemination Form



Receipt Number: C353470106

Completed Date: 06/30/2022

Requesting Agency/Individual

Organization Name: Holyoke Snyder Longoria Reichert and Rice PC LLO

Contact: Brendan J Rice

Address 1: PO Box 2424

City, State, Zip: Scottsbluff, Nebraska, 69363

Email: bjr@panhandlejustice.com

SEE ATTACHED RAP SHEET

Person of Interest

Name: Benjamin Rodriguez III

Date of Birth: [REDACTED]

Gender: Male

Race: Unknown

SSN: XXX-XX-4207

Place of Residence: Nebraska

Summary Statement

A criminal record check was conducted using the information provided. Positive Identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. This record reflects the information available as of the date of this report.

CRIMINAL IDENTIFICATION DIVISION - NEBRASKA STATE PATROL



NOTE: Traffic Infraction data available from: NEBRASKA
STATE DEPARTMENT OF MOTOR VEHICLES
P.O. Box 94789 402-471-2281
Lincoln, NE 68509

NEBRASKA STATE PATROL CRIMINAL RECORDS &
IDENTIFICATION DIVISION
4600 Innovation Drive
Lincoln, NE 68521
by

Jeff Avey, Director
Nebraska State Patrol - Criminal Identification Center



NEBRASKA CRIMINAL HISTORY RECORD

NEBRASKA STATE PATROL
CRIMINAL IDENTIFICATION

P.O. BOX 94907
LINCOLN, NEBRASKA 68509

STATUTE 29-3523 ET.SEQ. PROHIBITS RELEASE OF ARREST INFORMATION IN EXCESS OF ONE YEAR IN DURATION UNLESS DISPOSITION INFORMATION PERTAINING TO THAT ARREST IS PROVIDED. THIS (THESE) IS (ARE) THE ONLY RECORD(S) IN OUR FILES MEETING STATUTORY REQUIREMENTS FOR RELEASE. FURTHER INFORMATION ON ARREST RECORD MAY BE AVAILABLE FROM COURT SYSTEM(S). NOTE: MINOR TRAFFIC INFRACTIONS NOT INCLUDED.

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED FROM THE NEBRASKA STATE PATROL - CID, WHEN NEEDED, FOR REPEAT USE. WHEN EXPLANATION OF AN ARREST OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT CONTRIBUTED THE FINGERPRINTS.

"INFRCTN" - MEANS "INFRACTION" WHICH IS A VIOLATION OF ANY LAW, ORDINANCE, ORDER, RULE, OR REGULATION THAT IS NOT A MISDEMEANOR, FELONY, OR TRAFFIC OFFENSE.

NAME RODRIQUEZ, BENJAMIN	FELON NO	DATE REQUESTED 06/30/2022
STATE ID NB208134	FBI NO 229771XB2	DATE OF BIRTH [REDACTED]
SEX MALE	RACE WHITE	
HEIGHT 5' 7"	WEIGHT 170 LBS	EYES BROWN
		HAIR BLACK
REPORTED PLACE OF BIRTH NEBRASKA	REPORTED CITIZENSHIP UNITED STATES OF AMERICA (USA)	

ALIAS INFORMATION

NAMES USED RODRIQUEZ, BENJAMIN RODRIGUEZ, BENJAMIN RODRIGUEZ, BENJAMIN III	DATES OF BIRTH [REDACTED]
--	-------------------------------------

Nebraska Criminal History Record

SID: NB208134 Date: 6/30/2022 11:08:22 AM Created By: 1073 Type: Public

1 of 3

[This Page Left Intentionally Blank]

Nebraska Criminal History Record

SID: NB208134 **Date:** 6/30/2022 11:08:22 AM **Created By:** 1073 **Type:** Public

2 of 3

ARREST HISTORY

ARREST 1

ARREST DATE

09/25/2005

DCN

2100019595

CASE NUMBER

53743

ARRESTING AGENCY

SCOTTSBLUFF PD (NB0790100)

NAME USED

RODRIGUEZ, BENJAMIN

CHARGE DESCRIPTION

5404 - DRIVING UNDER INFLUENCE LIQUOR/1ST(1 COUNT)

CLASSIFICATION

MISDEMEANOR

COURT EVENT

COURT

COUNTY COURT SCOTTS BLUFF (NB079013J)

DOCKET

C21CR050002172

DISPOSITION DATE

12/19/2005

CITATION

A 1699785

CHARGE

0004 - DUI-1ST OFFENSE

CLASSIFICATION

MISDEMEANOR

DISPOSITION

GUILTY BY CONVICTION

SENTENCE

PROBATION 12 MONTHS COURT COST

JUDGEMENT

2005-12-19 ORDERED NOT TO DRIVE TERM: 60 DAYS/

2005-12-19 PROBATION TERM: 12 MONTHS/

CITY FINE 400.00/ PROBATION ADMINISTRATIVE ENROLLMENT FEE 30.00/ BREATH TEST OTHER 75.00/

ADMINISTRATIVE LICENSE REVOCATION CREDIT / PROBATION FEE 250.00/ DRUG TESTING FEE 60.00/

MISCELLANEOUS INFORMATION

PROBATION

CHARGE

DUI

DOCKET

C21CR050002172

AGENCY

STATE PROBATION DISTRICT NO 10 GERING

AGENCY UNIT

DISTRICT NB079015G - 12

ACTIVE

NO

TYPE OF PROBATION

TRADITIONAL PROBATION

DATE BEGIN PROBATION

12/19/2005

DISCHARGE STATUS

COMPLETION OF PROBATION

DISCHARGE DATE

12/21/2006

OFFICER NAME

MILLER, DON

OFFICER PHONE**ACTIVE WARRANT**

NO

PROBATIONER NAME

RODRIGUEZ, BENJAMIN

Nebraska Criminal History Record

SID: NB208134 Date: 6/30/2022 11:08:22 AM Created By: 1073 Type: Public

3 of 3

official Nebraska Government Website

Nebraska Judicial Branch

No Results

Nebraska's online access to the JUSTICE system includes a complete, current listing of cases publicly available in the court system. However, case information may not be available because of state law, court records retention schedules, or a Supreme Court Rule. For example, sealed records will not be publicly available through the online JUSTICE system.

NOTICE: A juvenile adjudication under the Nebraska Juvenile Code is not a conviction and does not disqualify the juvenile from future civil or military service.
See 43-280 Neb. Rev. Stat.

The JUSTICE case search system provides access to cases filed in all of Nebraska's county, district and juvenile courts. Name searches allow you to enter general case information criteria such as party name, case type, court, year, etc. and generate a list of case captions. These general searches results are free of charge. If you choose to view the details of a case including status, financial activity, documents filed, etc. a \$1.00 charge will be placed on your Nebraska.gov account. You may also **Q** Search by Case Number. **i**

Filed document images dated April 16, 2008 or later are available to view or download in PDF format at no additional charge. Image availability make take up to 24 hours after filing of court documents.

i Information retrieved may be up to 24 hours old.

Name Search:

Party Name

Rodriguez, Benjamin

Last Name, First Name, M, Suffix **i**

Party Name is an:

☒ Individual ☐ Entity

County

Choose a County...

Case Year

2007

Note on Douglas County District Court

Court Type

Choose a Court Type...

Case Type

Criminal Traffic

Case Subtype **i**

Choose a Subtype...

Judge

Choose a Judge...

Attorney Name

Choose an Attorney...

Sort By

Party Name

Sort Order

☒ Ascending ☐ Descending



Client Memo (Optional)


(Please Note: Making an entry in the Client Memo field is recommended for your billing and reconciliation purposes.)

Nebraska Judicial Branch

No Results

Nebraska's online access to the JUSTICE system includes a complete, current listing of cases publicly available in the court system. However, case information may not be available because of state law, court records retention schedules, or a Supreme Court Rule. For example, sealed records will not be publicly available through the online JUSTICE system.

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Filed document images dated April 16, 2008 or later are available to view or download in PDF format at no additional charge. Image availability may take up to 24 hours after filing of court documents.

 Information retrieved may be up to 24 hours old.

Name Search:

Party Name

Rodriguez, Juanita

Last Name, First Name, M, Suffix 

Party Name is an:

☒ Individual ☐ Entity

County

Choose a County...

Case Year

2007




Note on Douglas County District Court

Court Type

Choose a Court Type...

Case Type

Criminal Traffic

Case Subtype 

Choose a Subtype...

Judge

Choose a Judge...

Attorney Name

Choose an Attorney...

Sort By

Party Name



Sort Order

☒ Ascending ☐ Descending

Client Memo (Optional)

(Please Note: Making an entry in the Client Memo field is recommended for your billing and reconciliation purposes.)

CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2016)**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin E Spencer, Chief of Police
Date: 07/29/2022
Re: Application for Class C Liquor License, number 125088 in the name of BR Entertainment LLC, dba: Hight's Tavern, 20 W 18th Street, Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing, and able to properly provide the service proposed within the city where the premises described in the application are located:

A background investigation was conducted on Benjamin Rodriguez III, Benjamin Rodriguez V, and Juanita Rodriguez, as a means to determine their fitness to have a liquor license. The Rodríguezes have recently purchased Hight's Tavern. All reported not having any experience in any type of alcohol retail business. Benjamin Rodriguez V did report that he has been working at Hight's during the past two months receiving training from the previous owners.

Benjamin Rodriguez III reported a Driving Under the Influence conviction in Scotts Bluff County in 2005, Benjamin Rodriguez V reported a speeding citation in Chadron, Nebraska in 2017, and Juanita Rodriguez reported no convictions.

Considering the information gathered during the background investigation I find no reason to believe the applicants are not fit to have a liquor license.

(B) The applicant can conform to all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

On Wednesday, July 20, 2022, the Rodríguezes appeared before the Liquor License Investigatory Board to discuss their liquor license application. Benjamin Rodriguez III, who is the manager on the license, and Benjamin Rodriguez V, who will work at the Tavern, explained their processes. Benjamin Rodriguez V explained that all of their employees have been there for at least 10 years. Benjamin Rodriguez V stated that he has been working with staff for the past few months learning the business. Benjamin Rodriguez III stated that they want to continue the business as a friendly Tavern attracting customers that want to have something to eat and a beer. Benjamin Rodriguez III said that he attended the TIPS training in June of this year. Benjamin Rodriguez V told us

that the business has more than one “Born on Calendar” to help employees determine age, and he will encourage checking the identification of all customers.

At the conclusion of the discussion, the Liquor License Advisory Board voted unanimously to send a **“Positive Recommendation”** to the council.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:**

Benjamin Rodriguez V stated that he will conduct all of the alcohol inventory and ordering and that the overstock will be kept in a locked room. Benjamin Rodriguez V said that the business currently has video cameras on the interior and exterior of the business that record. Benjamin Rodriguez V stated that any employee who would sell to a minor would be retrained.

- (D) The issuance of the license is or will be required by the present or future public convenience and necessity:**

The business is a Tavern that has existed at this location for several years.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

- (E) The existence of a citizen’s protest made in accordance with Section 53-133:**

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 20 W. 18th Street, Scottsbluff, Nebraska. It is the type of business that will attract customers when open, six days Monday through Saturday, 10:00 A. M. to 01:00 A. M. Its location is easily accessible and convenient for customers. I would not anticipate any issues with the location.

- (G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.**

There are other businesses in the area that have liquor licenses.

- (H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:**

Although no recent traffic studies have been completed regarding motor vehicle traffic in the general area, the traffic flow is not of concern at this time nor is pedestrian traffic.

- (I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department and even routine monitoring of their business practices is difficult.

Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

Adequate staffing and training, as well as close supervision of patrons, are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: August 1, 2022

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

Re: BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
---	------------------

Total Class A Licenses 1

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and
Burgers (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway
2621 5th Avenue

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern
Bob's Garage & Bar
RSK Frontside, LLC dba Frontside
Racks Sports Bar, LLC (Catering)

20 West 18th Street
1907 Broadway
1001 Avenue I
1402 East 20th St. - Suite B

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 13

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Shortstop d/b/a Grass Retail, LLC
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Western Travel Terminal
Essential Fuel

503 East Overland
121 W 27th Street
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W
2319 East Overland

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

16

3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
1818 1st Ave.

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis

1722 Broadway

TOTAL CLASS IB LICENSES

1

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES

1

Class W Licenses

Wholesale

High Plains Budweiser

2810 Ave M

TOTAL CLASS W LICENSES

1

Class Z Licenses

Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES

1

TOTAL LICENSES

Class A	1
Class B	0
Class C	13
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	46

Memo

EXHIBIT V

Date: July 13th, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer & Elizabeth Loutzenhiser
Re: Class "C" Liquor License Application
Hight's Tavern
20 W. 18th Street
Scottsbluff, NE 69361

Action:

The owners of Hight's Tavern have applied for a replacement liquor license in the name of BR Entertainment, LLC.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 20 W. 18th Street is situated in a C-1 (Central Business District) zoning district where retail, restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) There are no off-street parking requirements in a C-1 (Central Business District) zone.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,417.

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Pub. Hear.4

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Benjamin Rodriguez, III as the Liquor License Manager of Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Subdiv.1

Council to discuss and consider the first reading of the Ordinance regarding the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision located 1501 E. Overland Drive.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: August 1, 2022

AGENDA TITLE: Council to discuss and consider action on the Ordinance regarding the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision located 1501 E. Overland Drive.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The property owner of 1501 E. Overland, formerly known as Lot 1B, Block 10, Imperial Addition, is requesting to subdivide the land into two lots. Per Code 21-1-68, a plat may only be replatted twice, and after that a plat would have to be vacated to be "replatted" a third time. Orphan Motors Subdivision would be the third replat, so the existing Lot 1B, Block 10, must be vacated in order to subdivide.

At the July 11, 2022 Planning Commission meeting, the board made a positive recommendation (6-0) on the approval of vacation plat.

Staff is requesting the waiving of the three readings in order to take action on the Orphan Motors Final Plat at the August 1, 2022 City Council meeting.

BOARD/COMMISSION/STAFF RECOMMENDATION: positive recommendation on approval

Does this item require the expenditure of funds?

_____yes **X** no

Are funds budgeted?

_____yes _____no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☒

Contract ☐

Minutes ☒

Plan/Map ☐

Other (specify) Staff Report

Rev: 12/14/ City Clerk

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

City of Scottsbluff, Nebraska
Development Services Department

Application for Approval of Subdivision of Real Estate
By the Director of Development Services

1. Name of Subdivision: ORPHAN MOTORS SUBDIVISION

2. Applicant: Bob Cox 308-631-2100
Name Telephone Number
2541 Falling Star Loop Cheyenne, WY 82009
Address City/State Zip

3. Name of Property Owner: Same
Name (Owner of Record ONLY) Telephone Number
Sioux Creek Ranch Cattle Co. Inc
Address City/State Zip

4. Engineer or Land Surveyor: M.C. Schaff & Associates, Inc 308-635-1926
Name/Firm Telephone Number
818 S. Beltline Highway East Scottsbluff, NE 69361
Address City/State Zip

5. Coordinator: Dennis Sullivan 308-635-1926
Name Telephone Number
Same
Address City/State Zip

6. Location: 1501 East Overland Avenue on northeast corner of intersection


7. Legal Description: LOTS 1 AND 2, BLOCK 1, ORPHAN MOTORS SUBDIVISION, an Addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska

8. Brief written description of Final Plat: Divide former Lot 1B into two separate Lots

Number of Lots	<u>2</u>	Total Acreage	<u>0.59 Acres +/-</u>
Present Zoning Classification	<u>C3</u>	Present Use of Property	<u>Office, Storage</u>
Purpose of Subdivision of Land			<u>Sell one lot</u>

9. Attached:
☐ Copy of Plat (Mylar and 3.5" diskette or CD-ROM in AutoCAD format)
☐ Legal Description if not listed above
☐ Filing Fee - \$50.00 Rcpt
☐ Letter of transmittal
☐ Attorney's opinion as to ownership of record of land

10. The undersigned hereby acknowledges that he/she is familiar with all the requirements of Ordinance No. 3410 and amendments thereto, establishing minimum subdivision design standards to be installed by the subdivision and that he/she has caused said preliminary plat and plan to be prepared. He/she certifies that all requirements of Ordinance 3410 and amendments thereto have been met and submits this application for approval subject to the requirements of said ordinances.

11. Signature  Pres.
(If signature is other than the property owner, please attach owner's proof of acknowledgment and approval of application)

Date Received

Checked for compliance

Development Services Department
2525 Circle Drive, Scottsbluff, NE 69361
(308) 630-6254

June 1, 2022

Zachary Glaubius
City of Scottsbluff, NE

RE: Vacation of Lot 1B
Block 10,
Imperial Subdivision

Dear Mr Glaubius;

I, Bob Cox, as President of Kiowa Creek Land and Cattle Company, Inc, and owner of Lot 1B, Block 10, Imperial Subdivision, an Addition to the City of Scottsbluff, NE am requesting that Lot 1B, Block 10, Imperial Subdivision, an Addition to the City of Scottsbluff, Nebraska to be vacated.

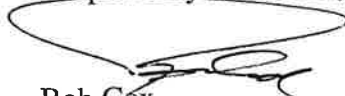
Legal Description of lot to be vacated;

LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

EXCEPT FOR A PERMANENT EASEMENT AS SHOWN ON PLAT IN DEED BOOK 219, PAGE 420, AND DESCRIBED IN MISC. BOOK 115, PAGE 122

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4A, BLOCK 10, IMPERIAL SUBDIVISION, AS MONUMENTED BY A 1/2" SMOOTH ROD, THENCE WESTERLY ON THE NORTH RIGHT OF WAY LINE OF EAST OVERLAND DRIVE, ON AN ASSUMED BEARING OF N88°47'34"W, A DISTANCE OF 149.12 FEET MEASURED, TO AN 'X' IN THE CONCRETE, THENCE BEARING N01°18'55"E, ON THE EAST RIGHT OF WAY LINE OF 15TH AVENUE, A DISTANCE OF 172.37 FEET MEASURED, TO A 1 INCH PIPE, THENCE BEARING N88°38'31"E, ON THE SOUTH RIGHT OF WAY LINE OF A 20 FOOT ALLEY, A DISTANCE OF 150.03 FEET MEASURED, TO A 5/8" REBAR, THENCE BEARING S01°37'05"W, ON THE WEST LINE OF LOT 4A, BLOCK 10, IMPERIAL SUBDIVISION, A DISTANCE OF 171.98 FEET MEASURED, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 0.59 ACRES (25,753 SQUARE FEET) MORE OR LESS.

Respectfully submitted,



Bob Cox
President,
Kiowa Creek Land and Cattle Company, Inc.

SURVEYOR'S CERTIFICATE

I, Dustin L. Beaudette, a Nebraska Registered Land Surveyor, hereby certify that I, or under my direct supervision, have surveyed and prepared a vacation plat of LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

EXCEPT FOR A PERMANENT EASEMENT AS SHOWN ON PLAT IN DEED BOOK 219, PAGE 420, AND DESCRIBED IN MISC. BOOK 115, PAGE 122

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4A, BLOCK 10, IMPERIAL SUBDIVISION, AS MONUMENTED BY A 1/2" SMOOTH ROD, THENCE WESTERLY ON THE NORTH RIGHT OF WAY LINE OF EAST OVERLAND DRIVE, ON AN ASSUMED BEARING OF N88°47'34"W, A DISTANCE OF 149.12 FEET MEASURED, TO AN 'X' IN THE CONCRETE, THENCE BEARING N01°18'55"E, ON THE EAST RIGHT OF WAY LINE OF 15TH AVENUE, A DISTANCE OF 172.37 FEET MEASURED, TO A 1 INCH PIPE, THENCE BEARING S88°38'31"E, ON THE SOUTH RIGHT OF WAY LINE OF A 20 FOOT ALLEY, A DISTANCE OF 150.03 FEET MEASURED, TO A 5/8" REBAR, THENCE BEARING S01°37'05"W, ON THE WEST LINE OF LOT 4A, BLOCK 10, IMPERIAL SUBDIVISION, A DISTANCE OF 171.98 FEET MEASURED, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 0.59 ACRES (25,753 SQUARE FEET) MORE OR LESS.

That the accompanying plat is a true delineation of such survey drawn to a scale of 30 feet to the inch. That all dimensions are in feet and decimals. The boundary of the plat is shown with a heavy solid line with dashed lines being for orientation purposes only.

WITNESS MY HAND AND SEAL THIS 29th DAY OF JUNE, 2022.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.



Dustin L. Beaudette, Nebraska Registered Land Surveyor, L. S. 799



OWNER'S STATEMENT

We, the undersigned, being the owners of Lot 1B, Block 10, Imperial Subdivision a replat of Lot 1A, Block 10, Imperial Subdivision a replat of Lots 1, 2 and 3, Block 10, Imperial Subdivision, an Addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, as described in the foregoing 'Surveyor's Certificate' and shown on the accompanying plat have caused such real estate to be vacated, except for a permanent easement as shown on plat in Deed Book 219, Page 420, and described in Misc. Book 115, Page 122.

That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners.
Dated this 30th day of June, 2022.

Owner:
KIOWA CREEK LAND AND CATTLE CO. INC.

By: Robert E. Cox, President

VACATION LOT 1B, BLOCK 10,
IMPERIAL SUBDIVISION,
SCOTTSBLUFF, NEBRASKA
SHEET 2 OF 2
JOB# RM220120-00

ACKNOWLEDGEMENT

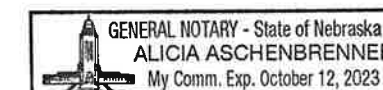
STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County, personally came Robert E. Cox, President of Kiowa Creek Land and Cattle Co. Inc., to me known to be the identical person whose signature is affixed to the foregoing 'Owner's Statement' and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of Kiowa Creek Land and Cattle Co. Inc.

WITNESS MY HAND AND SEAL THIS 30th DAY OF June, 2022.


Notary Public

My Commission Expires Oct 12, 2023



APPROVAL AND ACCEPTANCE

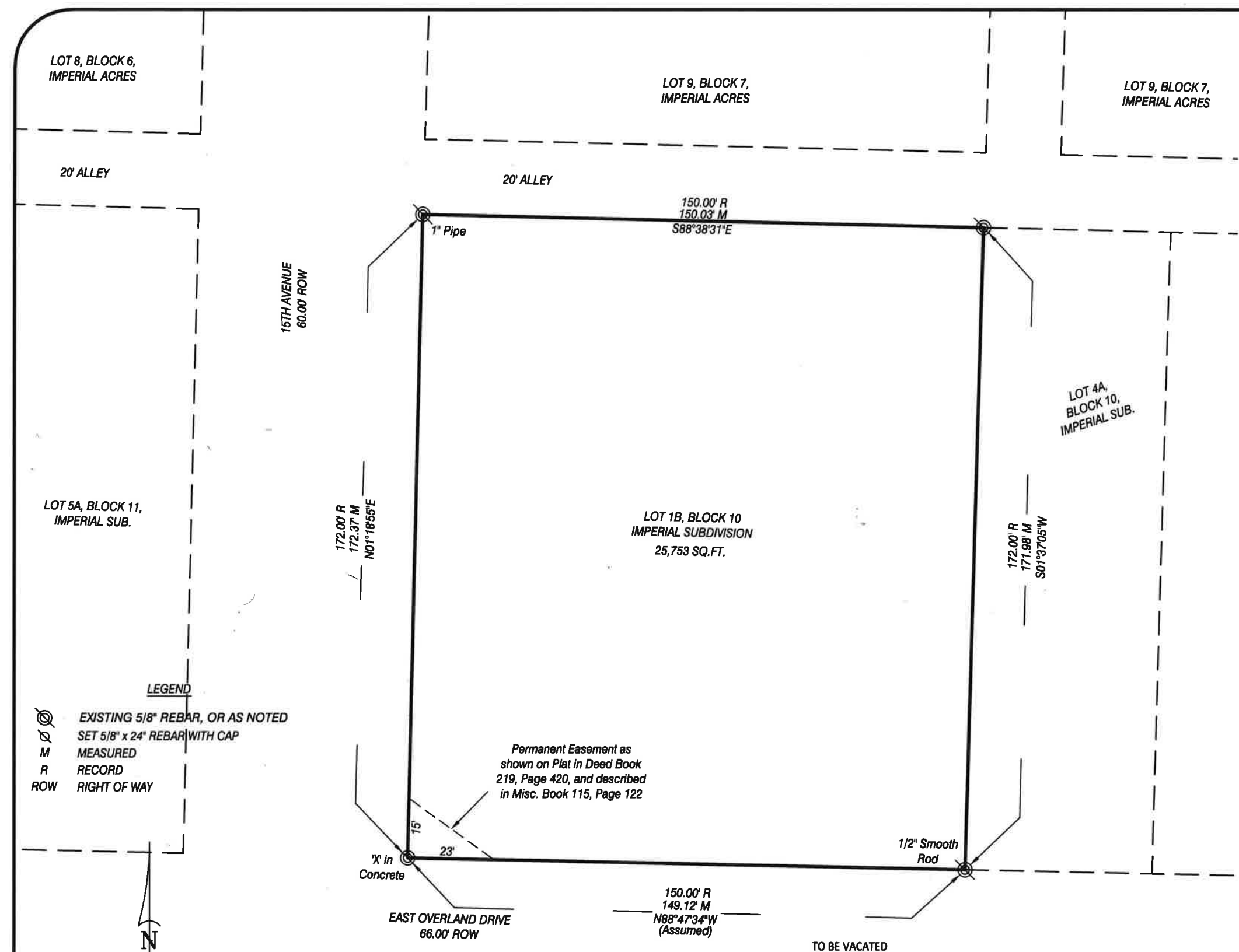
The foregoing vacation of LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA EXCEPT FOR A PERMANENT EASEMENT AS SHOWN ON PLAT IN DEED BOOK 219, PAGE 420, AND DESCRIBED IN MISC. BOOK 115, PAGE 122 is hereby approved by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, by resolution duly passed

this _____ day of _____, 2022.

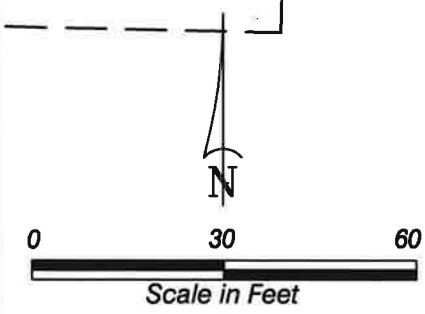
Mayor: Jeanne McKerrigan

ATTEST: _____
City Clerk

VACATION OF LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



- LEGEND
- EXISTING 5/8" REBAR, OR AS NOTED
 - SET 5/8" x 24" REBAR WITH CAP
 - M MEASURED
 - R RECORD
 - ROW RIGHT OF WAY



NOTE: All easements, restrictions and other documents that may affect these platted lots, that are of record or not of record, may not be shown on this plat.

JOB# RM220120-00

LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

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SURVEYOR'S CERTIFICATE

I, Dustin L. Beaudette, a Nebraska Registered Land Surveyor, hereby certify that I, or under my direct supervision, have surveyed and prepared a plat of **LOTS 1 AND 2, BLOCK 1, ORPHAN MOTORS SUBDIVISION**, an Addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

That the accompanying plat is a true delineation of such survey drawn to a scale of 30 feet to the inch. That all dimensions are in feet and decimals. That each lot and block has its own number and that the boundary of the plat is shown with a heavy solid line with dashed lines being for orientation purposes only. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL THIS 29th DAY OF JUNE, 2022.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.


Dustin L. Beaudette, Nebraska Registered Land Surveyor, L. S. 799



OWNER'S STATEMENT

We, the undersigned, being the owners of Lot 1B, Block 10, Imperial Subdivision a replat of Lot 1A, Block 10, Imperial Subdivision a replat of Lots 1, 2 and 3, Block 10, Imperial Subdivision, an Addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, as described in the foregoing 'Surveyor's Certificate' and shown on the accompanying plat have caused such real estate to be platted as **LOTS 1 AND 2, BLOCK 1, ORPHAN MOTORS SUBDIVISION**, an Addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners.

Dated this 30th day of June, 2022.

Owner:
KIOWA CREEK LAND AND CATTLE CO. INC.


By: Robert E. Cox, President

LOTS 1 AND 2, BLOCK 1,
ORPHAN MOTORS SUBDIVISION,
SCOTTSBLUFF, NEBRASKA
SHEET 2 OF 2
JOB# RM220120-00

ACKNOWLEDGEMENT

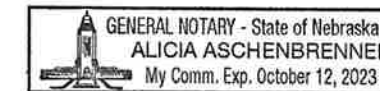
STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County, personally came Robert E. Cox, President of Kiowa Creek Land and Cattle Co. Inc., to me known to be the identical person whose signature is affixed to the foregoing 'Owner's Statement' and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of Kiowa Creek Land and Cattle Co. Inc.

WITNESS MY HAND AND SEAL THIS 30th DAY OF June, 2022.


Notary Public

My Commission Expires Oct 12, 2023



APPROVAL AND ACCEPTANCE

The foregoing plat of **LOTS 1 AND 2, BLOCK 1, ORPHAN MOTORS SUBDIVISION**, an Addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska is hereby approved by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, by resolution duly passed

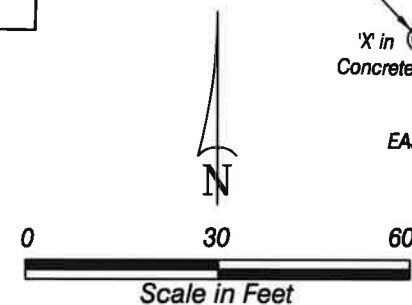
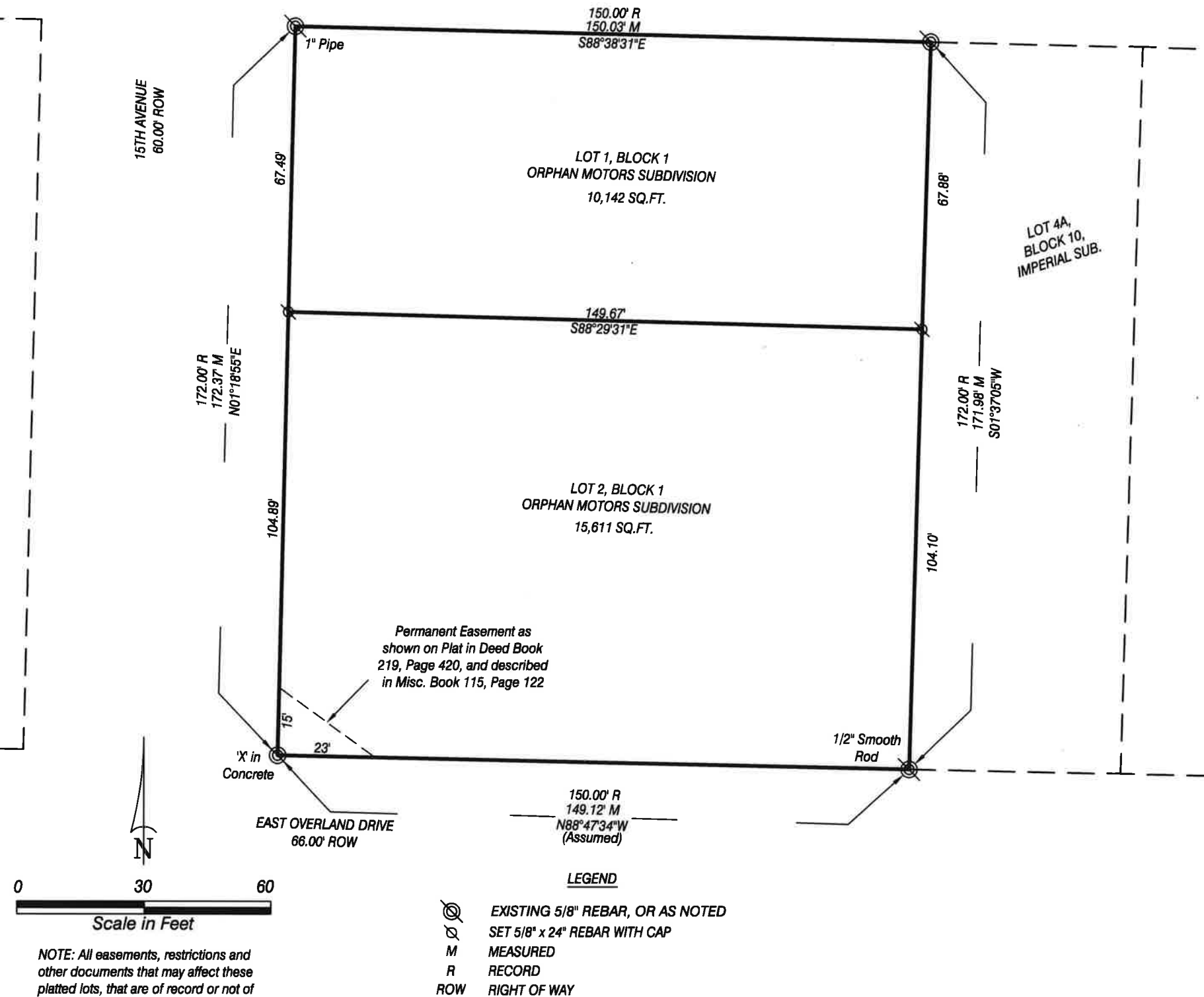
this _____ day of _____, 2022.

Mayor: Jeanne McKerrigan

ATTEST: _____
City Clerk

FINAL PLAT **LOTS 1 AND 2, BLOCK 1,** **ORPHAN MOTORS SUBDIVISION**

AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



NOTE: All easements, restrictions and other documents that may affect these platted lots, that are of record or not of record, may not be shown on this plat.

JOB# RM220120-00

LEGEND	
	EXISTING 5/8" REBAR, OR AS NOTED
	SET 5/8" x 24" REBAR WITH CAP
M	MEASURED
R	RECORD
ROW	RIGHT OF WAY

City of Scottsbluff Planning Commission

Development Services Staff Report – Taylor Stephens

Prepared on: June 27, 2022 For Hearing of: July 11, 2022



I. GENERAL INFORMATION

- A. Applicant:** Bob Cox
2541 Falling Star Loop
Cheyenne, WY 82009
- B. Property**
Owner: Kiowa Creek Land & Cattle Company Inc.
Same as applicant
- C. Proposal:** Vacate Lot 1B, Lot 10, Imperial Subdivision and plat Lots 1 & 2, Block 1, Orphan Motors Subdivision
- D. Legal Description:** An addition to the City of Scottsbluff situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska
- E. Location:** 501 E. Overland
- F. Existing Zoning & Land Use:** C-3 Heavy Commercial
- G. Size of Site:** Approximately 25,753 square feet

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Residential	R-1A Single Family	Single-Family Dwellings
East	East Overland	C-3 Heavy Commercial	Businesses
South	East Overland	C-3 Heavy Commercial	Businesses
West	East Overland	C-3 Heavy Commercial	Businesses

B. Relevant Case History

1. This would be the third replat of the land currently occupied by Lot 1B, Lot 10, Imperial Subdivision. Per 21-1-68, a subdivision may only be replatted twice. Therefore a vacation of the current subdivision is required to subdivide the property.

III. **ANALYSIS**

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as East Overland Corridor and according to Comprehensive Plan, the East Overland Corridor suggests the appropriate zones C-1, C-2, and R-1a. C-3 and R-1a are the most common zoning districts in the East Overland Corridor.

B. Traffic & Access:

1. Lot 1 is accessible via 15th Avenue.
2. Lot 2 is accessible via 15th Avenue and E. Overland Drive
3. An alley is located along the north property line.

C. Utilities:

1. Lot 1 has access to water, sewer, and stormwater.
2. Lot 2 has access to water and stormwater currently.
3. Lot 2 will have sewer access following the construction of an extension by the City.

IV. **STAFF COMMENTS**

- A. The sewer extension is necessary as the current lot is served by sewer located in the alley to the north and 21-1-38.
- B. The sewer extension project has been approved and is scheduled to be completed this year.
- C. The existing easement located on the southwest corner of the property will remain.

V. **FINDINGS OF FACT**

A. Findings of Fact to Recommend Its Approval May Include:

1. The comprehensive plan identifies the area as a mix of commercial and residential. These lots will remain zoned C-3.
2. There are no applicable setbacks or lot coverage requirements in the C-3 zoning district.
3. Both lots will have access to all city utilities and abut a public street.

B. Findings of Fact to Not Recommend Approval May Include:

1. None

VI. **STAFF RECCOMENDATION**

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve vacation of Lot 1B, Lot 10, Imperial Subdivision and approve the final plat for Lots 1 and 2, Block 1, Orphan Motors Subdivision.

PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
JUNE 11, 2022
SCOTTSBLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, June 11, 2022 at 6:00 PM in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting was published in the Star-Herald, a newspaper of general circulation in the city, on July 1, 2022. The notice stated the date, time, and location of the meeting, that the meeting was open to the public, and that anyone with a disability desiring reasonable accommodation to attend should contact the Development Services office. An agenda was kept current and available for public inspection at the Development Services office, provided the Planning Commission can modify the agenda at the meeting if it is determined that an emergency so required. A copy of the agenda packet was delivered to each Planning Commission member.

- 1 Chairman Dana Weber called the meeting to order at 6:00 PM. Roll call consisted of the following members being present, Becky Estrada, Dave Gompert, Callen Wayman, Henry Huber, Mark Westphal, Dana Weber, Linda Redfern (Alternate, Quorum present so excused). "Absent": Anita Chadwick, Angie Aguillo, Jim Zitterkopf. City Officials present were Taylor Stephens, GIS Analyst/Acting Secretary, Zachary Glaubius, Planning Administrator (via Zoom), and Kathleen Quintana, Fire Marshal.
- 2 Chairman Dana Weber informed those present of the Nebraska Open Meetings Act and that a copy was located on the south wall of the Council Chambers.
- 3 Acknowledgement of any changes in the agenda: None.
- 4 Business not on the agenda: None.
- 5 The minutes from the April 11, 2022 meeting were reviewed. Two corrections were noted by Weber and Stephens. Conclusion: a motion was made by Estrada and seconded by Westphal to approve the minutes from May 9, 2022 meeting with noted changes. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 6 Item 6A & 6B: Chairman Weber opened a joint public hearing at 6:03 PM for Items 6A and 6B regarding the vacation of Lot 1B, Block 10, Imperial Subdivision and Final Plat of Lots 1 & 2, Block 1, Orphan Motors Subdivision situated in the public hearing regarding the vacation of Lot 1B, Block 10, Imperial Subdivision situated in the SW quarter of the SW quarter of section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, NE. Chairman Weber notified the commissioners that items 6A and 6B be ran concurrently and asked if there was any issue with this. There was none. Glaubius then stated the reason for the plat vacation and new final plat was due to municipal code 21-1-68 as the property had already been re-platted twice and would need the plat vacation and new final plat to satisfy the code. Glaubius also stated that a sewer main will have to be extended to reach Lot 2 of the new subdivision. Glaubius also stated that the existing easement in the SW corner of the property will remain. Estrada noted a clerical error on the agenda that 6B should state Township 22 North. Weber closed the public hearing at 6:06 PM. Wayman then asked that the reason the property owner has to vacate the plat is because the property was replated twice. Glaubius confirmed this.
- 7 **Conclusion:** Motion by Gompert, seconded by Westphal to make a positive recommendation on the approval by the city council of the vacation of Lot 1B, Block 10, Imperial Subdivision and Final Plats of Lots 1 & 2, Block 1, Orphan Motors Subdivision situated in the vacation of Lot 1B,

- Block 10, Imperial Subdivision. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 8 Item 6C, 6D, 6E: Chairman Weber opened a joint public hearing at 6:08 for a preliminary plat, final plat, and a rezone from Agriculture to C-2 Neighborhood Commercial for Lots 2-9, Block 1, Frank Properties Subdivision situated in the SE quarter of the SE quarter of section 15, township 22 North, range 55 West of the 6th P.M., Scotts Bluff County, NE. Chairman Weber notified the commissioners that item 6C, 6D, and 6E be ran concurrently and asked if there was any issue with this. There was none. Glaubius stated that this is a preliminary, final and rezone of lots just west of the new car wash on 29th Street. Glaubius noted that 28th street will need to be constructed and that there was a developer's agreement for the east portion of 28th Street between neighboring properties to construct that portion. Glaubius stated that this construction was supposed to be completed by the end of 1989. Glaubius stated that the remainder of 28th Street and Avenue K are dedicated in this plat. Glaubius stated that sewer will have to be extended along 29th street. Glaubius stated that a developer's agreement for public improvements has been proposed to construct 28th street with utilities, and staff are requesting Avenue K be included in the agreement. Glaubius stated that the C-2 is in character with the surrounding properties. Glaubius stated that staff is recommending that the planning commission make a positive recommendation on the condition the updated developer's agreement include Avenue K as well as 28th Street and the 29th Street sewer extension.
- 9 Greg Schilz from MC Schaff approached the commission on behalf of Mr. Frank. Schilz stated the developer has requested the creation of a paving district and sewer district. Schilz also stated that the developer's agreement is being completed and will be sent to Glaubius. Weber asked if the property owner is aware of the conditions for the contract and Schilz replied yes. Westphal asked if 29th street will be platted to Avenue M and Schilz responded that 29th street will go to Avenue K. Mike Hackett, owner of the Dominos property approached the commission and raised his concerns with storm water. Hackett stated that storm water currently flows to the north of his property into a retention pond and has concerns with the road possibly interfering with that. Schilz assured Hackett that storm water would runoff to the west towards Avenue K and would be temporarily contained on the south portion of Avenue K. Westphal stated that Hackett monitor his property as construction is on-going. Gompert requested Hackett not be afraid to ask questions as the street is constructed. Weber closed the public hearing at 6:20 PM. Wayman asked for further clarification on the area that would become the paving district of 28th Street and Avenue K. Schilz answered with how the developer's agreement will be written.
- 10 **Conclusion:** Motion by Estrada, seconded by Westphal to make a positive recommendation on the approval of preliminary plat, final plat and rezone from agriculture to C-2 neighborhood commercial by city council on the condition the proposed developer's agreement includes Avenue K, 28th Street, and the 29th Street sewer extension. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 11 Item 6F: Chairman Weber opened a public hearing at 6:22 for proposed ordinance text change to Chapter 4 Article 1 regarding the International Building Code (IBC) and the International Residential Code (IRC). Glaubius stated staff had discovered that during the review of the code book that oversights were discovered. Glaubius stated 4-1-10 excludes an adopted section of the International Fire Code that was adopted in 2021. The code 4-1-2(A)(1) referenced the IBC Appendix F, and the code is supposed to reference IRC Appendix F as it relates to radon gas mitigation. The city staff has already been enforcing Appendix F from the IRC. Glaubius stated that city staff recommended that the planning commission make a positive recommendation to the city council to approve the proposed ordinance text amendment change to 4-1-10 and 4-1-

2. Chairman Weber closed the public hearing at 6:25 PM. Wayman asked to further clarify the information about mitigating radon. Glaubius stated that this was just an oversight to clean up the code book.

- 12 **Conclusion:** Motion by Westphal, seconded by Gompert to make a positive recommendation to the city council to approve the proposed ordinance text amendment change to 4-1-10 and 4-1-2. "Yeas" Huber, Westphal, Weber, Gompert, Estrada "Nays": Wayman "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 13 Item 7: No Information
- 14 Item 8: No Other Business
- 15 Weber introduced Item 9 regarding scheduling the next Planning Commission meeting on August 8th, 2022
- 16 Item 10: Adjournment
- 17 Adjournment: Motion by Estrada, seconded by Westphal to adjourn the meeting at 6:27 PM. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.

Chairman Dana Weber

Zachary Glaubius, Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA VACATING LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, ADDITION TO THE CITY OF SCOTTSBLUFF SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. The owner of the property involved, Bob Cox, has requested that the City of Scottsbluff vacate the following property to allow for a replat:

Lot 1B, Block 10, Imperial Subdivision, a Replat of Lot 1A, Block 10, Imperial Subdivision, a Replat of Lots 1, 2 and 3, Block 10, Imperial Subdivision, an addition to the City of Scottsbluff, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 west of the 6th P.M., Scotts Bluff County, Nebraska

EXCEPT for a Permanent Easement as shown on Plat in Deed Book 219, Page 420, and described in MISC. Book 115, Page 122,

as more fully set forth on the attached Exhibit A and incorporated by this reference.

Section 2. The City Council finds the requesting party is the owner and it is in the best interest of the City the property be vacated as requested.

Section 3. Lot 1B, Block 10, Imperial Subdivision an addition to the City of Scottsbluff, except for the Permanent Easement as set forth above, is hereby vacated to allow for a replat of the property.

Section 4. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2022.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

EXCEPT FOR A PERMANENT EASEMENT AS SHOWN ON PLAT IN DEED BOOK 219, PAGE 420, AND DESCRIBED IN MISC. BOOK 115, PAGE 122

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City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Subdiv.2

Council to discuss and consider action on a Final Plat of Orphan Motors Subdivision located at 1501 E. Overland Drive and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: August 1, 2022

AGENDA TITLE: Council to discuss and consider action on a Final Plat of Orphan Motors Subdivision located at 1501 E. Overland Drive and authorize the Mayor to sign the Resolution.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The property owner of 1501 E. Overland, formerly known as Lot 1B, Block 10, Imperial Addition, is requesting to subdivide the land into two lots. The subdivision is zoned C-3 Heavy Commercial and is commercial in nature. The subdivision is shown as East Overland in the Comprehensive Plan which suggests the area be a mix of commercial and residential.

At the July 11, 2022 Planning Commission meeting, the board made a positive recommendation (6-0) on the approval of the final plat.

BOARD/COMMISSION/STAFF RECOMMENDATION: positive recommendation on approval

Does this item require the expenditure of funds?

_____yes **X** no

Are funds budgeted?

_____yes _____no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

Rev: 12/14/ City Clerk

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

RESOLUTION NO. 22-__

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

WHEREAS, BE IT RESOLVED, the final plat of Lots 1 and 2, Block 1, Orphan Motors Subdivision, an addition to the City of Scottsbluff, Nebraska, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, dated June 30, 2022, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such final plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this ____ day of August, 2022.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Resolut.1

Council to discuss and consider action on the Resolution signifying the City's final acceptance of the project construction of Scottsbluff Monument Valley Pathway North and authorize the Mayor to sign the Resolution.

Staff Contact: Mark Bohl, Public Works Director

RESOLUTION

FINAL ACCEPTANCE OF PROJECT CONSTRUCTION

City of Scottsbluff

Resolution No. _____

Whereas: City of Scottsbluff (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

Whereas: The project construction has been tentatively accepted and the State, on LPA’s behalf, has recommended that the project is ready for final acceptance;

Whereas: The LPA Program Agreement requires the city to review and formally approve State’s recommendation that the project is ready for final acceptance;

Whereas: City has reviewed the State’s recommendation and agrees that the project has been constructed according to the plans, specifications and any change order(s) and that the construction is ready for final acceptance;

Whereas: City believes that the traffic control and permanent signs on the project are appropriate, have been properly placed and are acceptable to the City.

Be It Resolved by the City Council of the City of Scottsbluff that:

The Mayor, Jeanne McKerrigan, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City’s final acceptance of the project construction.

The permanent signing and traffic control on the project are appropriate, have been properly placed and are acceptable to City. The City hereby accepts maintenance of the project and agrees to meet all environmental and other commitments related to the project.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Monument Valley Pathway North

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

The City Council of the City of Scottsbluff, Nebraska

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

CITY OF SCOTTSBLUFF
JEANNE MCKERRIGAN, MAYOR

Mayor

Attest:

City Clerk Signature

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Reports1

Council to discuss and consider action on an Agreement with U and U Trucking, LLC for transportation of recyclables and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director

AGREEMENT

THIS AGREEMENT is made on the 27th day of July, 2022 by and between the City of Scottsbluff, a Nebraska Municipal Corporation, ("City") and U and U Trucking LLC, a Nebraska Limited Liability Company, ("Hauler").

RECITALS:

- a. The City has need for a professional truck driver ("Hauler") to transport trailers full of recyclable materials. Depending upon the nature and type of recyclable materials the Hauler will have to haul the recyclable materials from the Environmental Services Department located at 609 East 2nd Street, Scottsbluff, Nebraska, to a recycling location in Denver, Colorado ("Denver Facility") or to a recycling location in Commerce City Colorado.
- b. Hauler has experience as a professional truck driver and is available to transport the recyclable materials for the City.
- c. The purpose of this Agreement is to set forth the terms and conditions of the Hauler transporting the recyclable materials for the City.

AGREEMENT:

1. Hauler agrees to provide one (1) over the road semi-tractor sufficient enough to pull a fifty three foot (53') semi van trailer ("trailer") owned by the City. Hauler also agrees to provide a driver to transport recyclable materials in the trailer to the recycling facility as designated by the Environmental Service Department of the City.
2. Hauler agrees to provide one backup driver if the regular driver is unable to meet the City's schedule. Hauler agrees all will have, at a minimum, a Commercial Drivers License (CDL).
3. The City does not guarantee a specific day of the week or a specific number of loads per week to be hauled to the Denver Facility or Commerce City Facility. Both parties agree this is an on-call agreement and the Hauler will be needed on an on-call basis. The Hauler understands that it will be contacted by the City when a load is ready to be hauled to either facility. Hauler agrees to pick up the load at the Environmental Services Department and the load within twenty four (24) hours of notification.
4. The Hauler agrees it will indemnify and hold the City harmless from and against any and all loss, damage, suit, liability, and expense (including but not limited to reasonable investigation and legal expenses) arising out of any claim for the loss of or damage to

property, including the City's property, and injuries to or death of persons, including employee's of the Hauler and the City, to the extent caused by or resulting from the negligence or willful misconduct of the Hauler, its employees and agents. The Hauler also agrees it will have and provide proof of liability insurance of no less than one million dollars (\$1,000,000.00) and that the City will be named as an additional insured on the liability policy.

5. Hauler agrees to inspect the trailer before leaving the Environmental Services Department's yard and again before leaving the Denver Facility or Commerce City Facility, noting any damage to the trailer.
6. City agrees to pay the Hauler \$1102.00 per round trip for each haul of the recycled materials to the Denver Facility. City agrees to pay the Hauler \$1102.00 per round trip for each haul of the recycled materials to the Commerce Facility. The City and the Hauler agree that the amounts will be tied to the annual increase or decrease in the City's general fund departments as determined by the City.
7. The term of this Agreement shall be for (1) year from the date of this Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA,
a Municipal Corporation,

By _____
Mayor

City Clerk

U and U Trucking LLC, a Nebraska
Limited Liability Company,

By Martin Urdiales
Bob and Martin Urdiales, Member