

# **KEARNEY CITY COUNCIL**

## **AGENDA**

**City Council Chambers, 18 East 22nd Street**

**July 22, 2025**

**5:30 p.m.**

### **I. ROUTINE BUSINESS**

1. Invocation/Moment of Silence.
2. Pledge of Allegiance.
3. Announcement on Open Meetings Act.
4. Roll call.
5. Oral Communication; Recognition of visitors.

### **II. UNFINISHED BUSINESS**

### **III. PUBLIC HEARINGS**

1. Conduct a Public Hearing for the proposed Permanent Sanitary Sewer Easement granted by Travis Solberg, CFO of Butler Machinery Company, a North Dakota Corporation for part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 9 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska, dedicated for 10.00-foot wide Sanitary Sewer Easement purposes and consider Resolution No. 2025-80.
2. Conduct a Public Hearing for several proposed Permanent Utility Easements granted by Timothy J. Norwood, Sr., Member of Fox Creek Development, LLC, a Nebraska Limited Liability Company for Arbor View Third Addition and Arbor View Fourth Addition dedicated for the purposes of clearing, trenching for, laying, constructing, operating, using, replacing, repairing and maintaining the water main and/or sanitary sewer main and/or paving and/or storm sewer main and respective appurtenances and consider Resolution No. 2025-81.

### **IV. CONSENT AGENDA \***

1. Approve Minutes of Regular Meeting held July 8, 2025 and Special Joint City/County Meeting held July 10, 2025.
2. Approve the Claims.
3. Receive recommendations of Planning Commission and set August 12, 2025 at 5:30 p.m. as date and time for hearing on those applications where applicable.

4. Adopt Resolution No. 2025-82 authorizing the City Manager, Director(s) of Finance, Assistant Director of Finance, and City Clerk to sign checks, drafts or other withdrawal orders issued against the funds of the City on deposit with designated depositories.
5. Approve the recommendation from the Development Services Division on the annual renewal, pending the payment of the license renewal fee, for the following manufactured home court license until May 31, 2026: Valley View Mobile Home Court, 2701 and 2801 Grand Avenue.
6. Adopt Resolution No. 2025-83 appointing citizens to serve on the Airport Advisory Board, Board of Adjustment, Civil Service Commission, Downtown Improvement Board, Golf Advisory Board, Kearney Housing Agency, Advisory Board of Park & Recreation Commissioners and Planning Commission.
7. Adopt Resolution No. 2025-84 establishing the qualification standards for satellite Keno operations in Kearney.
8. Accept the bids received for the Harmon Park Swimming Pool Tub Sandblasting & Painting and adopt Resolution No. 2025-85 awarding the bid to Miller Painting, LLC in the amount of \$111,744.
9. Adopt Resolution No. 2025-86 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at American Legion Post 52 located at 1223 Central Avenue.
10. Adopt Resolution No. 2025-87 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at Cellar Sports Bar & Grill located at 3901 2nd Avenue.
11. Adopt Resolution No. 2025-88 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at Jersey's Sports Bar & Grill located at 5012 3rd Avenue, Suite 190.
12. Adopt Resolution No. 2025-89 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at Playpen Lounge located at 9 West 21st Street.
13. Adopt Resolution No. 2025-90 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at Chicken Coop Sports Bar & Grill located at 2115 Avenue A.
14. Adopt Resolution No. 2025-91 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at The Crafty Dog Sports Bar located at 1325 2nd Avenue, Suite A.
15. Adopt Resolution No. 2025-92 approving the request by Endgame West, LLC dba Big Red Keno to provide a keno-type lottery operation at The Dome Lounge & Package Store located at 2321 K Avenue.
16. Adopt Resolution No. 2025-93 approving the request by Endgame West, LLC dba Big Red

Keno to provide a keno-type lottery operation at Fanatics Sports Bar located at 2021 Central Avenue.

\* *Any item listed on the Consent Agenda may, by the request of any single Council member, be considered as a separate item under the Regular Agenda Section of the Agenda.*

**V. CONSENT AGENDA ORDINANCES \***

**VI. REGULAR AGENDA**

- 1. Open Account Claim to Jonathan Nikkila - \$634.64.

**VII. REPORTS**

**VIII. ADJOURN**

Mayor Jonathan Nikkila  
4 Regency Place  
224-4309 cell  
[jnikkila@kearneygov.org](mailto:jnikkila@kearneygov.org)

Vice-President Randy Buschkoetter  
1110 13th Avenue  
234-5553 home  
440-0358 cell  
[rbuschkoetter@kearneygov.org](mailto:rbuschkoetter@kearneygov.org)

Council Member Tami James Moore  
704 10th Avenue  
440-6992 cell  
[tmoore@kearneygov.org](mailto:tmoore@kearneygov.org)

Council Member Kurt Schmidt  
1203 East 65th Street Place  
224-7042 cell  
[klschmidtl@kearneygov.org](mailto:klschmidtl@kearneygov.org)

Council Member Alex Straatmann  
4410 Avenue E  
627-2503 cell  
[astraatmann@kearneygov.org](mailto:astraatmann@kearneygov.org)

City Manager Brenda Jensen  
18 East 22nd Street  
233-3214 office  
[bjensen@kearneygov.org](mailto:bjensen@kearneygov.org)

The Mayor and City Council reserve the right to adjourn into executive session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the Office of the City Clerk at City Hall, 18 East 22nd Street, Kearney, Nebraska. For more information, call 233-3216 or visit our website at [www.cityofkearney.org](http://www.cityofkearney.org)



# COUNCIL AGENDA MEMO

## ITEM NO. III - #1

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**FROM:** Sarah Sawin, Director of Utilities

**MEETING:** July 22, 2025

**SUBJECT:** Permanent Sanitary Sewer Easements Associated with Tech One Fourth Subdivision

**PRESENTER:** Andy Harter, Director of Public Works

**Discussion:**

On May 13, 2025, City Council approved bids and thus the construction of City owned and maintained infrastructure to serve Tech One Fourth Subdivision. As part of the project, a sanitary sewer main will be installed along an un-platted portion of ground south of 56th Street from Chase Avenue to Lot 1, Block 2 of Tech One Fourth Subdivision, which requires an easement allowing the City permanent access to maintain said sanitary sewer main.

Before the City can accept the easement, City Council must conduct a public hearing on the matter. Nebraska Revised Statute 18-1775 requires that a City of the first class acquiring an interest in real property shall do so only after the governing body has authorized the acquisition by action taken in a public meeting after notice and a public hearing.

**Fiscal Note:**

There is no adverse financial impact to the City regarding the acquisition of the Permanent 10' Sanitary Sewer Easement.

**Recommended Action:**

Staff recommends conducting the public hearing and approving the resolution authorizing the acquisition of the Permanent 10' Sanitary Sewer Easement.

## **RESOLUTION NO. 2025-80**

**WHEREAS**, Section 18-1755, R.R.S., authorizes a city obtaining an interest in real property by purchase or eminent domain to do so only after the City Council has authorized the acquisition by action taken in a public meeting after notice and public hearing; and

**WHEREAS**, the City Council has held a public hearing upon the proposed acquisition for a Permanent 10.00' Sanitary Sewer Easement and voted in favor to proceed with the acquisition; and

**WHEREAS**, Travis Solberg, CFO of Butler Machinery Company, Inc., a North Dakota Corporation has granted to the City of Kearney, Nebraska a Permanent 10.00' Sanitary Sewer Easement as follows:

### **10.00' SANITARY SEWER EASEMENT**

A tract of land being part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 9 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska, dedicated for 10.00 foot wide Sanitary Sewer Easement purposes and more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 29; thence S 00°07'19" W on the West line of said Northeast Quarter of the Northeast Quarter, and all bearings contained herein are relative thereto, a distance of 50.00 feet to the POINT OF BEGINNING; thence continuing S 00°07'19" W on the West line of said Northeast Quarter of the Northeast Quarter a distance of 10.00 feet; thence S 89°26'00" E a distance of 493.11 feet to the West line of a 66.00 foot Permanent Right of Way and Utility Easement recorded as Document #2021-06406 in the Buffalo County Register of Deeds; thence N 00°07'19" E on the West line of said Permanent Right of way and Utility Easement a distance of 10.00 feet; thence N 89°26'00" W a distance of 493.11 feet to the Point of Beginning. Said 10.00 Sanitary Sewer Easement contains 0.11 acres, more or less all located in Buffalo County, Nebraska.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and City Council of the City of Kearney, Nebraska that the Permanent 10.00' Sanitary Sewer Easement granted by Travis Solberg, CFO of Butler Machinery Company, Inc., a North Dakota Corporation, to the City of Kearney be and is hereby approved and accepted.

**BE IT FURTHER RESOLVED** that recognizing that, after the date of this Resolution, circumstances may arise necessitating minor changes, additions or deletions to the specific legal description of the said Easement, the Mayor is hereby authorized to make such minor changes, additions or deletions to the legal description as the Mayor deems reasonable or necessary.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

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**RANDY BUSCHKOETTER  
VICE-PRESIDENT OF THE COUNCIL**

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**PEGGY EYNETICH  
CITY CLERK**

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After recording return to:  
City of Kearney  
Attn: City Clerk  
PO Box 1180  
Kearney, NE 68848-1180

## **PERMANENT 10.00' SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That **Travis Solberg, CFO of Butler Machinery Company, Inc., a North Dakota Corporation**, the "Grantor" herein, in consideration of the covenants and agreements herein expressed, as well as in the Agreement for the acquisition of a permanent 10.00' Sanitary Sewer easement entered into between the parties, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, release and convey to the **City Of Kearney, Nebraska**, a Municipal Corporation, herein referred to as "City" or "Grantee", and its successors and assigns forever, a perpetual right-of-way over and across and a permanent easement in, over, under, upon and through the following described land for the purposes of clearing, trenching for, laying, constructing, operating, using, replacing, repairing and maintaining the sanitary sewer main and respective appurtenances thereto belonging, together with the right of access to said easement for said purposes, legally described as follows:

### **Permanent 10.00' Sanitary Sewer Easement**

A tract of land being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-nine (29), Township Nine (9) North, Range Fifteen (15) West of the 6th Principal Meridian, Buffalo County, Nebraska, dedicated for 10.00 foot wide Sanitary Sewer Easement purposes and more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 29; thence S 00°07'19" W on the West line of said Northeast Quarter of the Northeast Quarter, and all bearings contained herein are relative thereto, a distance of 50.00 feet to the POINT OF BEGINNING; thence continuing S 00°07'19" W on the West line of said Northeast Quarter of the Northeast Quarter a distance of 10.00 feet; thence S 89°26'00" E a distance of 493.11 feet to the West line of a 66.00 foot Permanent Right of Way and Utility Easement recorded as Document #2021-06406 in the Buffalo County Register of Deeds; thence N 00°07'19" E on the West line of said Permanent Right of way and Utility Easement a distance of 10.00

feet; thence N 89°26'00" W a distance of 493.11 feet to the Point of Beginning. Said 10.00 Sanitary Sewer Easement contains 0.11 acres, more or less.

That a map of the location of said easement, marked as Exhibit "A", is attached hereto and made a part hereof by reference.

The aforesaid easement is executed, delivered and granted upon the following conditions, to-wit:

1. Grantors and their heirs and assigns hereby release and relinquish unto the City of Kearney, any and all right, claim or demand that they may now or hereafter have against the City in connection with the construction and maintenance of said sanitary sewer main and respective appurtenances thereto belonging, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable after construction of said sanitary sewer main and respective appurtenances thereto belonging and all subsequent alterations and repairs thereunto, restore affected property of the Grantors to a neat and presentable condition and as nearly as practicable to its pre-construction condition, this covenant to run with the land.

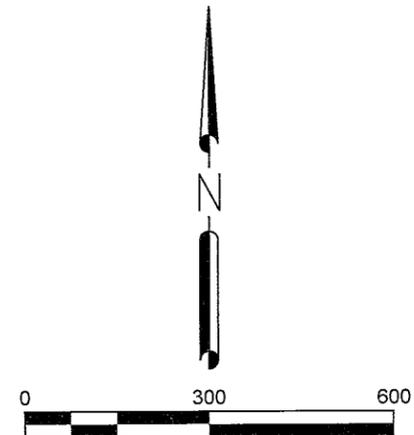
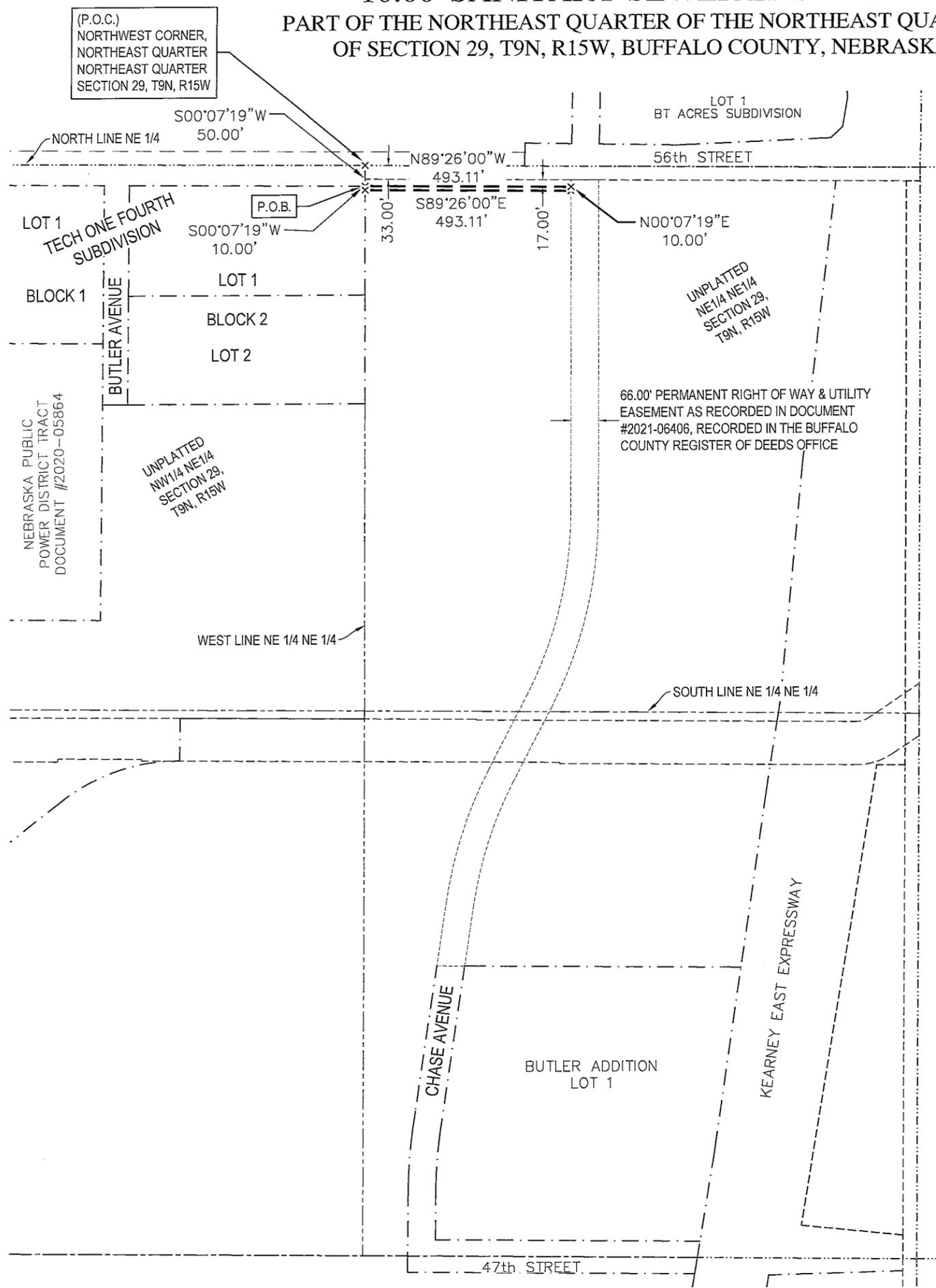
2. Grantors hereby grant the right to have and hold the afore-described permanent and perpetual easement to the City of Kearney, Nebraska, and its successors and assigns, together with the right of ingress and egress for the purpose of inspecting, repairing, maintaining and renewing said sanitary sewer main and respective appurtenances thereto belonging or removal thereof in whole or in part.

3. The parties hereby agree that the purpose of this acquisition is by a municipality for public utility purposes outside the corporate limits of the City of Kearney and is an acquisition for the sanitary sewer main and respective appurtenances thereto belonging facilities as defined by Neb. Rev. Stat. §25-2501(2), R.R.S., and that the provisions of Chapter 25, Article 25 of the Nebraska Revised Statutes and Section 70-301, R.R.S. are not applicable to this acquisition.

4. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.



## -10.00' SANITARY SEWER EASEMENT- PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, T9N, R15W, BUFFALO COUNTY, NEBRASKA



**LEGEND**

- × = CALCULATED POINT
- (P.O.C.) = POINT OF BEGINNING
- (P.O.C.) = POINT OF COMMENCING

### 10.00' SANITARY SEWER EASEMENT

A tract of land being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-nine (29), Township Nine (9) North, Range Fifteen (15) West of the 6th Principal Meridian, Buffalo County, Nebraska, dedicated for 10.00 foot wide Sanitary Sewer Easement purposes and more particularly described as follows:  
 Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 29;  
 thence S 00°07'19" W on the West line of said Northeast Quarter of the Northeast Quarter, and all bearings contained herein are relative thereto, a distance of 50.00 feet to the POINT OF BEGINNING;  
 thence continuing S 00°07'19" W on the West line of said Northeast Quarter of the Northeast Quarter a distance of 10.00 feet;  
 thence S 89°26'00" E a distance of 493.11 feet to the West line of a 66.00 foot Permanent Right of Way and Utility Easement recorded as Document #2021-06406 in the Buffalo County Register of Deeds;  
 thence N 00°07'19" E on the West line of said Permanent Right of way and Utility Easement a distance of 10.00 feet;  
 thence N 89°26'00" W a distance of 493.11 feet to the Point of Beginning.  
 Said 10.00 Sanitary Sewer Easement contains 0.11 acres, more or less.



*Chad Dixon*  
 Chad Dixon  
 Nebr. Reg.L.S. No. 672  
 Date 6-6-2025

 <b>Miller &amp; Associates</b> Consulting Engineers, P.C.	1111 CENTRAL AVENUE KEARNEY, NE 68847-6833 Tel: 308-234-6456 Fax: 308-234-1146 www.miller-engineers.com
	<b>10'SANITARY SEWER EASEMENT</b>

EXHIBIT "A"



# COUNCIL AGENDA MEMO

## ITEM NO. III - #2

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**FROM:** Sarah Sawin, Director of Utilities

**MEETING:** July 22, 2025

**SUBJECT:** Permanent Easements for Arbor View Third and Fourth

**PRESENTER:** Andy Harter, Director of Public Works

**Discussion:**

At the September 10, 2024 City Council meeting, a Developer Constructed Infrastructure Agreement for the physical development of Arbor View Third and Arbor View Fourth, Phase 1 was presented on the Consent Agenda and approved by Council. As part of the agreement, the Developer agreed to allow access of other utility companies to serve the site, to fulfill this requirement several general utility easements are needed within the two subdivisions.

Before the City can accept the easements, the City Council must conduct a public hearing on the matter. Nebraska Revised Statute 18-1775 requires that a City of the first class acquiring an interest in real property shall do so only after the governing body has authorized the acquisition by action taken in a public meeting after notice and a public hearing.

**Fiscal Note:**

There is no adverse financial impact to the City regarding the acquisition of the Permanent Utility Easements 1 through 18.

**Recommended Action:**

Staff recommends conducting the public hearing and approving the resolutions authorizing the acquisition of the Permanent Utility Easements 1 through 18.

## **RESOLUTION NO. 2025-81**

**WHEREAS**, Section 18-1755, R.R.S., authorizes a city acquiring an interest in real property by purchase or eminent domain to do so only after the City Council has authorized the acquisition by action taken in a public meeting after notice and public hearing; and

**WHEREAS**, the City Council has held a public hearing upon the proposed acquisition for several Permanent Utility Easements and voted in favor to proceed with the following acquisitions:

**WHEREAS**, Timothy J. Norwood Sr., Member of Fox Creek Development, LLC, a Nebraska Limited Liability Company has granted to the City of Kearney, Nebraska several Permanent Utility Easements as follows:

### **Utility Easement 1**

The East 10.00 feet of Lot 4, Block 1, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 2**

The North 5.00 feet of Lot 5, Block 1, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 3**

The West 5.00 feet of Lot 6, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 4**

The East 5.00 feet of Lot 12, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 5**

The East 5.00 feet of Lot 8, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 6**

The West 5.00 feet of Lot 9, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 7**

The East 5.00 feet of Lot 10, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 8**

The East 5.00 feet of Lot 13, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 9**

The West 5.00 feet of Lot 14, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 10**

The West 5.00 feet of Lot 15, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 11**

The West 5.00 feet of Lot 18, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 12**

The East 10.00 feet of Outlot B, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 13**

The East 5.00 feet of Lot 7, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 14**

The North 5.00 feet of Lot 1, Block 3, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 15**

The West 5.00 feet of Lot 4, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 16**

The South 5.00 feet of Lot 3, Block 1, Arbor View Third, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 17**

The South 5.00 feet of Lot 6, Block 1, Arbor View Third, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 18**

A tract of land being part of Outlot B, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska, dedicated for Utility Easement purposes and more particularly described as follows: Commencing at the Northwest corner of said Outlot B, Block 2; thence S 89°44'06" E on the North line of said Outlot, and all bearings contained herein are relative thereto, a distance of 15.11 feet to the POINT OF BEGINNING; thence continuing S 89°44'06" E on said North line a distance of 10.07 feet; thence S 07°08'01" W a distance of 75.54 feet to the South line of said Outlot B; thence N 89°44'06" W on said South line a distance of 4.96 feet; thence N 50°49'39" W continuing on said South line a distance of 23.68 to the West line of said Outlot B; thence N 07°08'01" E on said West line a distance of 19.46 feet; thence S 50°49'39" E a distance of 17.70 feet; thence N 07°08'01" E a distance of 52.29 feet to the Point of Beginning.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and City Council of the City of Kearney, Nebraska that the aforescribed Easements granted by Timothy J. Norwood Sr., Member of Fox Creek Development, LLC, a Nebraska Limited Liability Company to the City of Kearney be and is hereby approved and accepted.

**BE IT FURTHER RESOLVED** that recognizing that, after the date of this Resolution, circumstances may arise necessitating minor changes, additions or deletions to the specific legal descriptions of the said Easements, the Mayor is hereby authorized to make such minor changes, additions or deletions to the legal descriptions as the Mayor deems reasonable or necessary.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

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After recording return to:  
City of Kearney  
Attn: City Clerk  
PO Box 1180  
Kearney, NE 68848-1180

## **UTILITY EASEMENTS 1 - 18**

KNOW ALL MEN BY THESE PRESENTS: That **Timothy J. Norwood, Sr., Member of Fox Creek Development, LLC, a Nebraska Limited Liability Company**, the “Grantor” herein, in consideration of the covenants and agreements herein expressed, as well as in the Agreement for the acquisition of a permanent Utility Easement entered into between the parties, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, release and convey to the **City Of Kearney, Nebraska**, a Municipal Corporation, herein referred to as “City” or “Grantee”, and its successors and assigns forever, a perpetual right-of-way over and across and a permanent easement in, over, under, upon and through the following described land for the purposes of clearing, trenching for, laying, constructing, operating, using, replacing, repairing and maintaining the water main and/or sanitary sewer main and/or paving and/or storm sewer main and respective appurtenances thereto belonging, together with the right of access to said easement for said purposes, legally described as follows:

### **Utility Easement 1**

The East 10.00 feet of Lot Four (4), Block 1, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 2**

The North 5.00 feet of Lot Five (5), Block 1, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

### **Utility Easement 3**

The West 5.00 feet of Lot Six (6), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 4**

The East 5.00 feet of Lot Twelve (12), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 5**

The East 5.00 feet of Lot Eight (8), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 6**

The West 5.00 feet of Lot Nine (9), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 7**

The East 5.00 feet of Lot Ten (10), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 8**

The East 5.00 feet of Lot Thirteen (13), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 9**

The West 5.00 feet of Lot Fourteen (14), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 10**

The West 5.00 feet of Lot Fifteen (15), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 11**

The West 5.00 feet of Lot Eighteen (18), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 12**

The East 10.00 feet of Outlot B, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**Utility Easement 13**

The East 5.00 feet of Lot Seven (7), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

#### **Utility Easement 14**

The North 5.00 feet of Lot One (1), Block 3, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

#### **Utility Easement 15**

The West 5.00 feet of Lot Four (4), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

#### **Utility Easement 16**

The South 5.00 feet of Lot Three (3), Block 1, Arbor View Third, an addition to the City of Kearney, Buffalo County, Nebraska.

#### **Utility Easement 17**

The South 5.00 feet of Lot Six (6), Block 1, Arbor View Third, an addition to the City of Kearney, Buffalo County, Nebraska.

#### **Utility Easement 18**

A tract of land being part of Outlot B, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska, dedicated for Utility Easement purposes and more particularly described as follows: Commencing at the Northwest corner of said Outlot B, Block 2; thence S 89°44'06" E on the North line of said Outlot, and all bearings contained herein are relative thereto, a distance of 15.11 feet to the POINT OF BEGINNING; thence continuing S 89°44'06" E on said North line a distance of 10.07 feet; thence S 07°08'01" W a distance of 75.54 feet to the South line of said Outlot B; thence N 89°44'06" W on said South line a distance of 4.96 feet; thence N 50°49'39" W continuing on said South line a distance of 23.68 to the West line of said Outlot B; thence N 07°08'01" E on said West line a distance of 19.46 feet; thence S 50°49'39" E a distance of 17.70 feet; thence N 07°08'01" E a distance of 52.29 feet to the Point of Beginning.

That a map of the location of said easement, marked as Exhibit 'A', is attached hereto and made a part hereof by reference.

The aforesaid easement is executed, delivered and granted upon the following conditions, to-wit:

1. Grantors and their heirs and assigns hereby release and relinquish unto the City of Kearney, any and all right, claim or demand that they may now or hereafter have against the City in connection with the construction and maintenance of said water main and/or sanitary sewer main and/or paving and/or storm sewer main and respective appurtenances thereto belonging, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable after construction of said water main and/or sanitary sewer main and/or paving and/or storm sewer main and respective appurtenances thereto belonging and all subsequent alterations and repairs thereunto,

restore affected property of the Grantors to a neat and presentable condition and as nearly as practicable to its pre-construction condition, this covenant to run with the land.

2. Grantors hereby grant the right to have and hold the afore-described permanent and perpetual easement to the City of Kearney, Nebraska, and its successors and assigns, together with the right of ingress and egress for the purpose of inspecting, repairing, maintaining and renewing said water main and/or sanitary sewer main and/or paving and/or storm sewer main and respective appurtenances thereto belonging or removal thereof in whole or in part.

3. The parties hereby agree that the purpose of this acquisition is by a municipality for public utility purposes outside the corporate limits of the City of Kearney and is an acquisition for the water main and/or sanitary sewer main and/or paving and/or storm sewer main and respective appurtenances thereto belonging facilities as defined by Neb. Rev. Stat. §25-2501(2), R.R.S., and that the provisions of Chapter 25, Article 25 of the Nebraska Revised Statutes and Section 70-301, R.R.S. are not applicable to this acquisition.

4. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Fox Creek Development, LLC, a Nebraska Limited Liability Company**

\_\_\_\_\_  
Timothy J. Norwood, Sr., Member

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

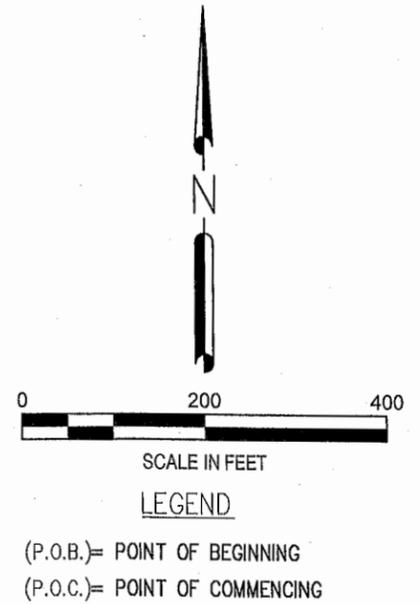
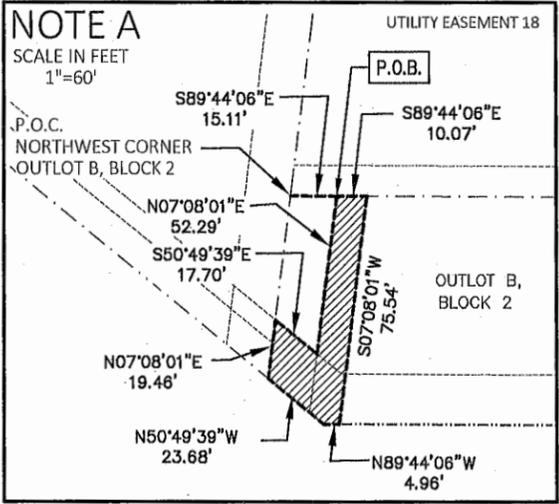
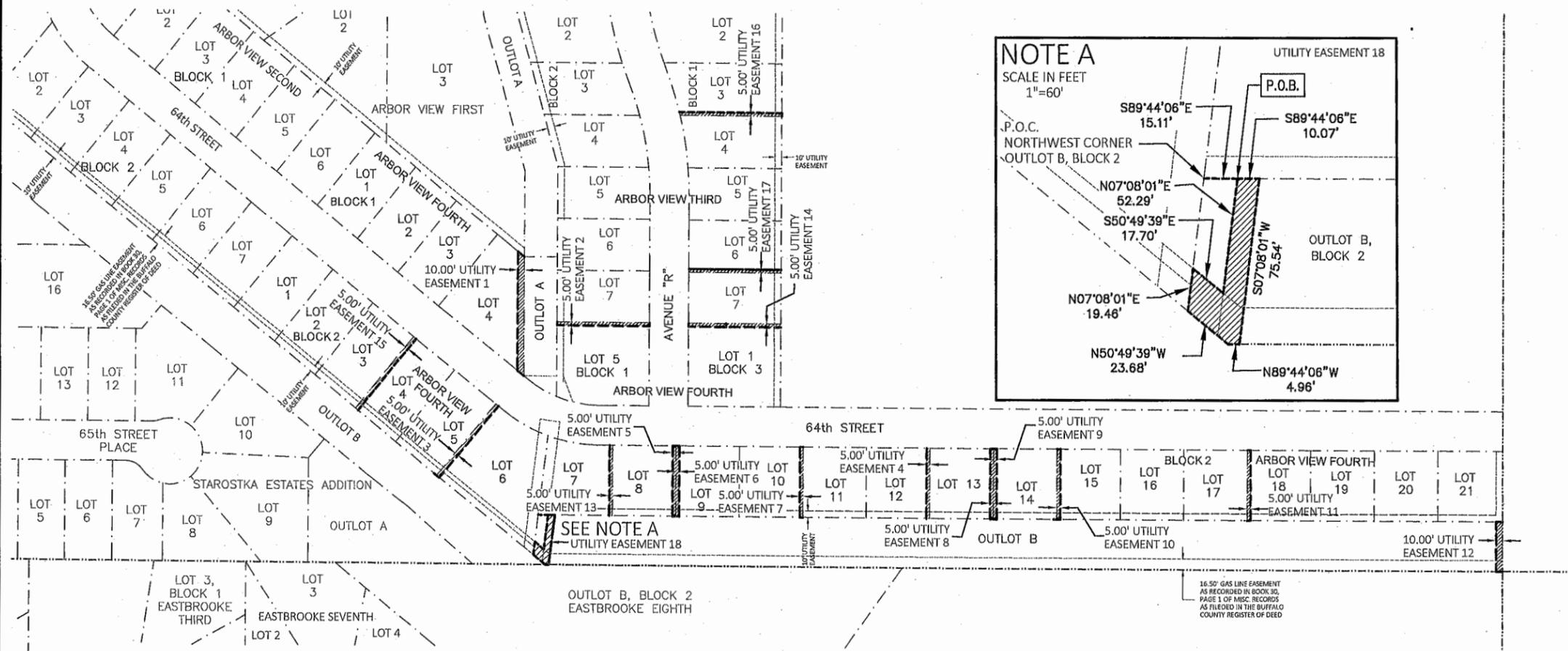
Before me a Notary Public qualified in said county, personally came Timothy J. Norwood, Sr., Member of Fox Creek Development, LLC, a Nebraska Limited Liability Company, Grantor, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said limited partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
Notary Public

6:\Projects\130-P156-032-Civil-Dwg-Design\Drawings\Survey Design\Arbor View Fourth Electric Easements.dwg  
PLOTTED: 6/12/2025 9:20 AM  
SAVED: 6/12/2025 9:15 AM



**UTILITY EASEMENT 1**

The East 10.00 feet of Lot Four (4), Block 1, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 2**

The North 5.00 feet of Lot Five (5), Block 1, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 3**

The West 5.00 feet of Lot Six (6), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 4**

The East 5.00 feet of Lot Twelve (12), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 5**

The East 5.00 feet of Lot Eight (8), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 6**

The West 5.00 feet of Lot Nine (9), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 7**

The East 5.00 feet of Lot Ten (10), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 8**

The East 5.00 feet of Lot Thirteen (13), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 9**

The West 5.00 feet of Lot Fourteen (14), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 10**

The West 5.00 feet of Lot Fifteen (15), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 11**

The West 5.00 feet of Lot Eighteen (18), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 12**

The East 10.00 feet of Outlot B, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 13**

The East 5.00 feet of Lot Seven (7), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 14**

The North 5.00 feet of Lot One (1), Block 3, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 15**

The West 5.00 feet of Lot Four (4), Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 16**

The South 5.00 feet of Lot Three (3), Block 1, Arbor View Third, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 17**

The South 5.00 feet of Lot Six (6), Block 1, Arbor View Third, an addition to the City of Kearney, Buffalo County, Nebraska.

**UTILITY EASEMENT 18**

A tract of land being part of Outlot B, Block 2, Arbor View Fourth, an addition to the City of Kearney, Buffalo County, Nebraska, dedicated for Utility Easement purposes and more particularly described as follows:

Commencing at the Northwest corner of said Outlot B, Block 2; thence S 89°44'06" E on the North line of said Outlot, and all bearings contained herein are relative thereto, a distance of 15.11 feet to the POINT OF BEGINNING; thence continuing S 89°44'06" E on said North line a distance of 10.07 feet; thence S 07°08'01" W a distance of 75.54 feet to the South line of said Outlot B; thence N 89°44'06" W on said South line a distance of 4.96 feet; thence N 50°49'39" W continuing on said South line a distance of 23.68 to the West line of said Outlot B; thence N 07°08'01" E on said West line a distance of 19.46 feet; thence S 50°49'39" E a distance of 17.70 feet; thence N 07°08'01" E a distance of 52.29 feet to the Point of Beginning.



*Chad Dixon*  
Chad Dixon  
Nebraska P.L.S. No. 672  
6-17-2025  
Date

**EXHIBIT 'A'**

 Miller & Associates Consulting Engineers, P.C.	1111 CENTRAL AVENUE KEARNEY, NE 68847-6833 Tel: 308-234-6456 Fax: 308-234-1146 www.miller-engineers.com
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**EASEMENT EXHIBIT**

*Kearney, Nebraska  
July 8, 2025  
5:30 p.m.*

A meeting of the City Council of Kearney, Nebraska, was convened in open and public session at 5:30 p.m. on in the Council Chambers at City Hall. Present were: Jonathan Nikkila, President of the Council; Peggy Eynetich, City Clerk; Council Members Randy Buschkoetter, Tami James Moore, Kurt Schmidt and Alex Straatmann. Absent: None. Brenda Jensen, City Manager; Michael Tye, City Attorney; Kayla James, Director of Finance; Andy Harter, Director of Public Works; Sarah Sawin, Director of Utilities; Melissa Dougherty-O'Hara, City Planner; Luke Dutcher, Assistant Public Works Director; Bryan Waugh, Chief of Police, were also present. Members of the media present included:

Notice of the meeting was given in advance thereof by publication in the Kearney Hub, the designated method for giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the City Council and a copy of their acknowledgment or receipt of such notice is attached to these minutes. Availability of the Agenda was communicated in the advance notice and in the notice to the Mayor and City Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

## **I. ROUTINE BUSINESS**

### **INVOCATION/MOMENT OF SILENCE**

With the absence of a minister, the Council held a moment of silence.

### **PLEDGE OF ALLEGIANCE**

Council members led the audience in the Pledge of Allegiance.

### **ANNOUNCEMENT**

Mayor Nikkila announced that in accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available for review and is posted on the wall of the Council Chambers.

### **RECOGNITION/ORAL COMMUNICATIONS**

United States Tennis Association - Missouri Valley - Grant for Harmon Park Tennis Courts presented by Mary Buschmann, CEO & Executive Director presented a \$31,900 grant check to assist with the resurfacing of Harmon Park Tennis Courts and noted that the USTAMV loves their partnership with Kearney and the City's active tennis community. Scott Hayden, Director of Recreational Services, thanked Ms. Buschmann and USTAMV and noted the project is anticipated to begin on July 21st and be completed by August 10<sup>th</sup>. Council Member Kurt Schmidt questioned whether the resurfacing would be over the current tennis court. Mr. Hayden stated it would; the old surface has faded, but the foundation is still in good condition.

## **II. UNFINISHED BUSINESS**

There was no Unfinished Business.

## **III. PUBLIC HEARINGS**

### **FINAL PLAT AND SUBDIVISION AGREEMENT FOR BHT SUBDIVISION**

Mayor Nikkila opened the public hearing on the application submitted by Trenton Snow (Applicant) for Jeffrey Benson (Owner) for the Final Plat and Subdivision Agreement for BHT Subdivision, a subdivision being part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 8 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska (southeast corner of 11th Street and Cherry Avenue) and consider Resolution No. 2025-71.

Trenton Snow, Land Surveyor presented this matter to the Council. Mr. Snow stated that in order to build a storage building on the property, the property must be platted; it was previously rezoned. Mr. Snow described the location of the property and where the easements would be located. Sewer and water for the property is currently served privately; however, the Subdivision Agreement provides for future access to public utilities.

There was no one present in opposition to this hearing.

Moved by Straatmann seconded by Moore to close the hearing and adopt Resolution No. 2025-71 approving the Final Plat and Subdivision Agreement for BHT Subdivision, a subdivision being part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 8 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska (southeast corner of 11th Street and Cherry Avenue). Roll call resulted as follows: Aye: Nikkila, Moore, Schmidt, Straatmann, Buschkoetter. Nay: None. Motion carried.

### **RESOLUTION NO. 2025-71**

BE IT RESOLVED BY THE PRESIDENT AND COUNCIL OF THE CITY OF KEARNEY, NEBRASKA, that the plat of BHT Subdivision, a subdivision being part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 8 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska described as a tract of land being part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 8 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska, more particularly described as follows: Referring to the Northwest corner of the Northwest 1/4 of said Section 9 and assuming the North line of said Northwest 1/4 as bearing S 89°46'47" E and all bearings contained herein are relative thereto; thence S 89°46'47" E on the aforesaid North line a distance of 715.44 feet to the ACTUAL PLACE OF BEGINNING; thence continuing S 89°46'47" E on the afore described course a distance of 379.33 feet to a point on the west line of Lot 1, Rose Subdivision, a tract of land located in the West Half of the Northwest Quarter of Section 9, Township 8 North, Range 15 West, 6th P.M., Buffalo County, Nebraska, if extended northerly; thence S 00°11'13" W on the aforesaid west line, if extended northerly, a distance of 373.16 feet to the southwest corner of said Lot 1; thence S 89°47'14" E on the south line of said lot a distance of 230.0 feet to a point on the East

line of the Northwest 1/4 of the Northwest 1/4 of said section, said point being the southeast corner of said Lot 1; thence S 00°12'50" W on the aforesaid East line a distance of 216.00 feet; thence WEST a distance of 1,017.03 feet to a point on the Easterly right-of-way line of Nebraska State Highway No. 10, said point being on a non-tangent curve; thence on the aforesaid Easterly right-of-way line on a 1,024.95 foot radius curve to the left, forming a central angle of 21°38'16" an arc distance of 387.07 feet to a point, said point being N 15°54'50" E a chord distance of 384.77 feet from the previously described point; thence continuing on the aforesaid Easterly right-of-way line N 00°33'08" E a distance of 140.00 feet; thence N 83°57'38" E a distance of 226.50 feet; thence N 72°20'45" E a distance of 81.06 feet; thence N 00°33'08" E a distance of 33.00 feet to the place of beginning all located in Buffalo County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved in accordance with the terms and requirements of Sections 16-901 through 16-904 inclusive, R.R.S. 1943 (as amended) be accepted and ordered filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

BE IT FURTHER RESOLVED that the Subdivision Agreement, marked as Exhibit "A" attached hereto and made a part hereof by reference, be and is hereby approved and that the President of the Council be and is hereby authorized and directed to execute said agreement on behalf of the City of Kearney, Nebraska. Said Subdivision Agreement shall be filed with the final plat with the Buffalo County Register of Deeds.

BE IT FURTHER RESOLVED that the President of the Council be and is hereby authorized and directed to execute the final plat on behalf of the City of Kearney, Nebraska.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

**REZONING OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF 22ND AVENUE AND 6TH STREET**

Public Hearings 2, 3 and 4 were discussed together but voted on separately.

Mayor Nikkila opened the public hearing on the application submitted by Miller & Associates (Applicant) for KPT&G, LLC, a Nebraska Limited Liability Company, c/o Bryan Health Attn: Jon Peppmuller (Owner) to rezone from District AG, Agricultural District, to District C-O, Office District for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street) and consider Ordinance No. 8752.

Craig Bennett, Miller & Associates, presented this matter to the Council. Mr. Bennett described the location of the property and noted the proposed rezoning is compatible with the current Future Land Use Map, which is MU-1, Neighborhood Mixed Use. The current development is consistent with the property owner's plan from 2010 with 21 acres south of the proposed plat remaining unplatted. Mr. Bennett stated that part of the proposed plat is located in the floodplain and noted the proposed development consists of 5.12 acres. Mr. Bennett stated Kearney Public Schools is allowing a temporary easement for

a turnaround until a permanent roadway is constructed. Council Member Randy Buschkoetter questioned if the temporary road would be gravel. Mr. Bennett stated it would be gravel. Council Member Alex Straatmann questioned when construction might begin in this area and what would be built? Mr. Bennett stated that medical buildings will most likely be constructed, with construction starting later this year.

There was no one present in opposition to this hearing.

Moved by Moore to close the public hearing on the Application submitted by Miller & Associates (Applicant) for KPT&G, LLC, a Nebraska Limited Liability Company, c/o Bryan Health Attn: Jon Peppmuller (Owner) and introduced Ordinance No. 8752 rezoning from District AG, Agricultural District, to District C-O, Office District for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street) and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Schmidt seconded the motion to close the hearing and suspend the rules for Ordinance No. 8752. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Schmidt, Straatmann, Buschkoetter, Moore. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8752 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows: Aye: Nikkila, Schmidt, Straatmann, Buschkoetter, Moore. Nay: None. Motion carried. Ordinance was read by number.

Moved by Schmidt seconded by Buschkoetter that Ordinance No. 8752 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8752 is declared to be lawfully passed and adopted upon publication in pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

**FINAL PLAT AND SUBDIVISION AGREEMENT FOR WESTERN NEBRASKA PROPERTY DEVELOPMENT FOURTH ADDITION**

Public Hearings 2, 3 and 4 were discussed together but voted on separately.

Mayor Nikkila opened the public hearing on the application submitted by Miller & Associates (Applicant) for KPT&G, LLC, a Nebraska Limited Liability Company, c/o Bryan Health Attn: Jon Peppmuller (Owner), for the Final Plat and Subdivision Agreement for Western Nebraska Property Development Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M.,

Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street) and consider Resolution No 2025-72.

There was no one present in opposition to this hearing.

Moved by Buschkoetter seconded by Nikkila to close the hearing and adopt Resolution No. 2025-72 approving the Final Plat and Subdivision Agreement for Western Nebraska Property Development Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street). Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

### **RESOLUTION NO. 2025-72**

BE IT RESOLVED BY THE PRESIDENT AND COUNCIL OF THE CITY OF KEARNEY, NEBRASKA, that the plat of Western Nebraska Property Development Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska and more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 10; thence S 01°00'02" W on the West line of said Northeast Quarter and on the West line of said Government Lot 3, and all bearings contained herein are relative thereto, a distance of 1700.23 feet to a 5/8" rebar with cap at the Southwest corner of Lot 1, of Western Nebraska Property Development Second Addition, an addition to the City of Kearney, Buffalo County, Nebraska and the POINT OF BEGINNING; thence continuing S 01°00'02" W on said West line of Government Lot 3 a distance of 372.80 feet to a 5/8" rebar with cap; thence S 89°00'43" E a distance of 597.23 feet to a 5/8" rebar with cap on the West right-of-way line of 22nd Avenue as dedicated on Western Nebraska Property Development Third Addition, an addition to the City of Kearney, Buffalo County, Nebraska; thence N 01°05'59" E on said West right-of-way line of 22nd Avenue a distance of 315.57 feet to a 5/8" rebar with cap; thence continuing on said West right-of-way line of 22nd Avenue on a tangent curve to the Right having a central angle of 6°04'57", a radius of 540.00 feet, an arc length of 57.33 feet, and a chord bearing of N 04°08'28" E a distance of 57.30 feet to a 5/8" rebar with cap at the Southeast corner of said Lot 1 of Western Nebraska Property Development Second Addition; thence N 89°00'39" W on the South line of said Lot 1 a distance of 600.91 feet to the Point of Beginning. Containing 5.12 Acres, more or less, all located in Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street), duly made out, acknowledged and certified, and the same hereby is approved in accordance with the terms and requirements of Sections 16-901 through 16-904 inclusive, R.R.S. 1943 (as amended) be accepted and ordered filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

BE IT FURTHER RESOLVED that the Subdivision Agreement, marked as Exhibit "A" attached hereto and made a part hereof by reference, be and is hereby approved and that the President of the Council be and is hereby authorized and directed to execute said

agreement on behalf of the City of Kearney, Nebraska. Said Subdivision Agreement shall be filed with the final plat with the Buffalo County Register of Deeds.

BE IT FURTHER RESOLVED that the President of the Council be and is hereby authorized and directed to execute the final plat on behalf of the City of Kearney, Nebraska.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

**ANNEXATION OF WESTERN NEBRASKA PROPERTY DEVELOPMENT FOURTH ADDITION**

Public Hearings 2, 3 and 4 were discussed together but voted on separately.

Mayor Nikkila opened the public hearing on the application submitted by Miller & Associates (Applicant) for KPT&G, LLC, a Nebraska Limited Liability Company, c/o Bryan Health Attn: Jon Peppmuller (Owner) for the annexation of Western Nebraska Property Development Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street) and consider Resolution No. 2025-73.

There was no one present in opposition to this hearing.

Moved by Nikkila seconded by Buschkoetter to close the hearing and adopt Resolution No. 2025-73 approving the annexation of Western Nebraska Property Development Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska for property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska (northwest corner of the intersection of 22nd Avenue and 6th Street). Roll call resulted as follows: Aye: Nikkila, Moore, Schmidt, Straatmann, Buschkoetter. Nay: None. Motion carried.

**RESOLUTION NO. 2025-73**

WHEREAS, an Application has been submitted by Miller & Associates for KPT&G, LLC, a Nebraska Limited Liability Company, c/o Bryan Health Attn: Jon Peppmuller for the inclusion of Western Nebraska Property Development Fourth Addition, an addition within the corporate boundaries of the City of Kearney said property described as a tract of land being part of Government Lot 3 of Section 10, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska and more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 10; thence S 01°00'02" W on the West line of said Northeast Quarter and on the West line of said Government Lot 3, and all bearings contained herein are relative thereto, a distance of 1700.23 feet to a 5/8" rebar with cap at the Southwest corner of Lot 1, of Western Nebraska Property Development Second Addition, an addition to the City of Kearney,

Buffalo County, Nebraska and the POINT OF BEGINNING; thence continuing S 01°00'02" W on said West line of Government Lot 3 a distance of 372.80 feet to a 5/8" rebar with cap; thence S 89°00'43" E a distance of 597.23 feet to a 5/8" rebar with cap on the West right-of-way line of 22nd Avenue as dedicated on Western Nebraska Property Development Third Addition, an addition to the City of Kearney, Buffalo County, Nebraska; thence N 01°05'59" E on said West right-of-way line of 22nd Avenue a distance of 315.57 feet to a 5/8" rebar with cap; thence continuing on said West right-of-way line of 22nd Avenue on a tangent curve to the Right having a central angle of 6°04'57", a radius of 540.00 feet, an arc length of 57.33 feet, and a chord bearing of N 04°08'28" E a distance of 57.30 feet to a 5/8" rebar with cap at the Southeast corner of said Lot 1 of Western Nebraska Property Development Second Addition; thence N 89°00'39" W on the South line of said Lot 1 a distance of 600.91 feet to the Point of Beginning. Containing 5.12 Acres, more or less, all located in Buffalo County, Nebraska with said property identified on the attached map marked as Exhibit "A"; and

WHEREAS, the Kearney City Planning Commission has received and held a public hearing on June 20, 2025 on the inclusion Western Nebraska Property Development Fourth Addition within the corporate limits and recommended the Kearney City Council approve said application; and

WHEREAS, said application to include the land within the corporate limits was duly signed by the owners of the land affected with the express intent of platting the land as part of Western Nebraska Property Development Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska; and

WHEREAS, a public hearing was held by the Kearney City Council relating to said application on July 8, 2025, who deemed the said Western Nebraska Property Development Fourth Addition to be included within the corporate limits to be advantageous to and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the President and City Council of the City of Kearney, Nebraska, that the land to be platted Western Nebraska Property Development Fourth Addition shall be included within the corporate limits of the City of Kearney, Buffalo County, Nebraska, that the inhabitants of such addition shall be entitled to all the rights and privileges, and shall be subject to all the laws, ordinances, rules and regulations of the City of Kearney.

BE IT FURTHER RESOLVED that the inclusion of Western Nebraska Property Development Fourth Addition within the corporate limits of the City of Kearney is subject to the Final Plat being filed with the Buffalo County Register of Deeds.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

**CONDITIONAL USE PERMIT FOR PROPERTY LOCATED EAST OF CHERRY AVENUE AND SOUTH OF EAST 11TH STREET**

Mayor Nikkila opened the public hearing on the application submitted by Roger Harders (Applicant) for West Limited LLC (Owner) for a Conditional Use Permit to operate a Resource Extraction (Sand and Gravel) operation on property zoned District AG, Agricultural District and described as that part of the west half of the Northwest Quarter of Section 9, Township 8 North, Range 15 West Of The 6th P.M., Buffalo County,

Nebraska (east of Cherry Avenue and south of East 11th Street) and consider Ordinance No. 8753.

Roger Harders, West Limited LLC presented this matter to the Council. Mr. Harders described the location of the sand and gravel operation on the property and noted that the front portion of the property will remain commercial for potential future development. Plans are in place to raise the portion of the property that is in the floodplain by retaining the dirt from the sand and gravel operation; the landscaping plan was also explained. Mayor Nikkila reviewed some of the conditions, including the restriction on the height of the stockpile and the 15-year timeframe, and asked Mr. Harders if he was agreeable to all of them. Mr. Harders stated he was, noting the location of the stockpile on the property. Melissa Dougherty-O'Hara, City Planner, further commented on the stockpile location, noting the required setback distance and confirming its maximum height in accordance with the Conditional Use Permit.

There was no one present in opposition to this hearing.

Moved by Straatmann to close the public hearing on the Application submitted by Roger Harders (Applicant) for West Limited LLC (Owner) and introduced Ordinance No. 8753 for a Conditional Use Permit to operate a Resource Extraction (Sand and Gravel) operation on property zoned District AG, Agricultural District and described as that part of the west half of the Northwest Quarter of Section 9, Township 8 North, Range 15 West Of The 6th P.M., Buffalo County, Nebraska (east of Cherry Avenue and south of East 11th Street) and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Moore seconded the motion to close the hearing and suspend the rules for Ordinance No. 8753. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Schmidt, Straatmann, Buschkoetter, Moore. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8753 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows: Aye: Nikkila, Schmidt, Straatmann, Buschkoetter, Moore. Nay: None. Motion carried. Ordinance was read by number.

Moved by Moore seconded by Schmidt that Ordinance No. 8753 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8753 is declared to be lawfully passed and adopted upon publication in pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

## IV. CONSENT AGENDA

A brief discussion regarding Consent Agenda Item #8 was held prior to approval of the Consent Agenda. City Attorney Mike Tye stated that the Interlocal Cooperation Agreement on the Consent Agenda is between the City of Kearney and the City of Omaha. The City of Omaha will provide administrative services for Keno funds that the City of Kearney's Finance Department previously handled. The City of Omaha has a stricter Agreement with Big Red Keno; other communities that have Big Red Keno have also signed Interlocal Cooperation Agreements with the City of Omaha. With this Agreement, the City of Kearney receives 8.75% as previously discussed, and the City of Omaha receives 1% for providing the administrative piece; Big Red Keno provides this 1%. Mr. Tye stated that because this is an Agreement, it can be cancelled with a 60-day notice, unlike the previous Keno Agreement. Council Member Buschkoetter noted this is an Agreement not a contract; Council Member Straatmann stated the Agreement does not send any control to Omaha and feels this is a great opportunity for Kearney but if things change in the future, there is an opportunity to get out of the Agreement and further noted Council maintains its commitment to the City's best interest.

Moved by Schmidt seconded by Buschoetter that Subsections 1 through 12 of Consent Agenda Item IV be approved. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

1. Approve Minutes of Regular Meeting held June 24, 2025.

2. Approve the following Claims:

PS	Personnel Services
SMCS	Supplies, Materials & Contractual Services
ER	Equipment Rental
CO	Capital Outlay
DS	Debt Service

Accent Wire \$13,653.14 smcs; All Copy \$199.55 smcs; Alley Rose \$40.00 smcs; Amax Contracting \$473.96 smcs; Anderson Bros. \$1,335.08 smcs; Anderson, J \$1.27 smcs; Applebee's \$763.00 smcs; Arevalo, L \$144.40 smcs; Armor Equipment \$1,606.42 smcs; Arrow Seed \$1,936.15 smcs; Ask Supply \$2,111.27 smcs; Aurora Coop \$64.00 smcs; Automatic Systems \$1,645.14 co; Baker & Taylor \$4,022.76 smcs; Barney Insurance \$100.00 smcs; BlueCross BlueShield \$194,821.57 smcs; Bosselman Energy \$4,547.28 smcs; Bossfuels \$21,590.10 smcs; Broadfoot's \$302.50 smcs; Brown, R \$10.45 smcs; Buffalo Co. Attorney \$37,500.00 smcs; Buffalo Co. Board Comm. \$40,000.00 smcs; Buffalo Co. Sheriff \$220,632.99 smcs; Buffalo Co \$56,160.00 smcs; C & I Equipment \$350.00 smcs; Cash Wa \$21,832.26 smcs,co; Center Point Publishing \$81.81 smcs; Central NE Bobcat \$12,426.41 smcs; Chesterman \$8,716.00 smcs; City of KY \$576,114.23 smcs,ps; CityServiceValcon \$60,520.07 smcs; Cottonmill Enterprises \$2,020.00 smcs; Country Partners \$44,068.58 smcs; Cypress Info Services \$926.10 smcs; Dandee Concrete \$22,418.00 smcs; Dan's Plumbing \$1,275.35 smcs; Davenport, A \$223.11 smcs; Davidson, C \$207.20 smcs; Deere & Company \$14,981.16 co; Depository Trust \$381,896.25 ds; Dostal, K \$864.00 smcs; Eagle Distributing \$2,061.04 smcs; Eakes \$3,105.23 smcs; Family Advocacy Network \$2,000.00 smcs; Faz, A \$150.00

smcs; Gale/Cengage \$610.18 smcs; Giddings, J \$200.00 smcs; Give Nebraska \$20.00 ps; Global Rental \$310,905.00 smcs; Graczyk Lawn \$1,622.00 smcs; Great Plains Comm. \$152.49 smcs; Hall, C \$95.00 smcs; Hometown Leasing \$743.89 smcs; Hotsy Equipment \$707.23 smcs; HTS Ag \$3,920.00 smcs; Humphrey, D \$109.78 smcs; IRS \$247,509.52 ps; Jack's Uniforms \$199.89 smcs; John Deere Financial \$2,928.76 smcs; Kart-Man \$2,789.46 smcs; KY Animal Shelter \$45,698.00 smcs; KY Towing \$375.00 smcs; Kuhnel, D \$150.00 smcs; Kuster, K \$1.48 smcs; Landmark Implement \$37,203.93 co; Lark Signs \$12,200.00 smcs; Leadership KY \$550.00 smcs; Lincoln Nat'l Life \$10,314.38 smcs; LTA Towing \$450.00 smcs; Magic Cleaning \$9,090.00 smcs; Mara USA \$179,346.64 smcs; May, K \$50.00 smcs; Mefferd, E \$677.50 smcs; Menards \$11.83 smcs; Mid-NE Digging \$9,100.00 smcs; Midwest Concrete \$3,314.00 co; Midwest Connect \$9,767.33 smcs; Mihm, J \$3.16 smcs; Miller & Associates \$2,497.50 smcs; Miller, D \$50.00 smcs; Mission Square \$8,246.00 ps; Motorola \$30,361.50 smcs; Mroczek, E \$106.99 smcs; Municipal Supply \$10,450.40 smcs; NE Child Support \$1,531.72 ps; NE Dept. Revenue \$131,642.88 smcs,ps; NE Generator Service \$1,242.57 smcs; NE Public Health \$3,017.00 smcs; Nebraskaland Distributing \$3,913.36 smcs; Newsbank \$26,250.00 smcs; Nicklasson, R \$31.00 smcs; NLETC \$80.00 smcs; Northwestern Energy \$5,332.98 smcs; NPPD \$98,989.25 smcs; Oak Creek Engineering \$9,962.50 smcs; Olsson \$26,717.94 smcs; Outdoor Recreation \$3,325.73 co; Pep Co. \$261.68 smcs; Placer Labs \$19,999.00 smcs; Presto-X \$237.95 smcs; Prime Secured \$2,668.14 smcs,co; PVS DX \$12,276.95 smcs; Rasmussen Mechanical \$3,024.51 smcs; Ready Mixed Concrete \$1,690.00 co; Revilla-Loaces, ReInler \$6.25 smcs; Rheome Tree Service \$6,300.00 smcs; Richards, D \$48.00 smcs; Richter, E \$39.58 smcs; Road Builders \$15,139.31 smcs; Robinson, I \$10.26 smcs; Safe Center \$4,700.00 smcs; Saylor Screenprinting \$600.00 smcs; School District #7 \$1,263.00 smcs; Sciachitano, D \$60.00 smcs; Sherwin-Williams \$38,634.74 smcs; Shundoff, S \$3,075.00 smcs; SignIt \$37.25 smcs; Sontiq \$543.60 ps; SOS Portable Toilets \$721.00 smcs; Southern Glazer's \$2,174.28 smcs; State of Nebraska \$97.65 smcs; Stitch 3 \$21.00 smcs; Stomp Chomp Roar \$423.85 smcs; Stutsman \$1,647.00 smcs; Sun Life \$82,701.76 smcs; Superior-Central Square \$181,529.31 smcs; Trade Well Pallet \$1,250.00 smcs; Traveler's \$13,162.00 smcs; Tri-Cities Roofing \$767.07 smcs; Tye & Rowling \$16,803.56 smcs; Union Bank & Trust \$120,921.42 ps; Union Pacific Railroad \$100.00 er; United Way \$4,820.00 smcs,ps; Valasek, E \$101.36 smcs; Verizon \$16,358.12 smcs; Village Uniform \$336.42 smcs; VK Electronics \$1,364.00 smcs; Waldinger Corp. \$213.33 smcs; Weller, B \$122.50 smcs; Wilson, A \$19.47 smcs; World Book \$349.00 smcs; Payroll Ending 06/28/2025 -- \$803,580.87. The foregoing schedule of claims is published in accordance with Section 19-1102 of the Revised Statutes of Nebraska, and is published at an expense of \$\_\_\_\_\_ to the City of Kearney.

3. Adopt Resolution No. 2025-74 approving the Buffalo County Local Emergency Operations Plan (LEOP).

### **RESOLUTION NO. 2025-74**

BE IT RESOLVED by the President and City Council of the City of Kearney, Nebraska, that in order to provide for a coordinated response to a disaster or emergency in Buffalo County, the City of Kearney and other cities and villages in Buffalo County, the Kearney City Council deems it advisable and in the best interests of the community and Buffalo

County to approve the Buffalo County Local Emergency Operations Plan (LEOP). A copy of the Local Emergency Operations Plan is on file in the office of the Kearney City Clerk.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

4. Authorize the Mayor to send a letter of no recommendation to the Nebraska Liquor Control Commission on the Class I liquor license and manager applications for Bailey Bolte, Manager submitted by Legacy On The Bricks LLC dba Legacy On The Bricks located at 16 West 21st Street.

5. Authorize the Mayor to send a letter of no recommendation to the Nebraska Liquor Control Commission on the Class C liquor license and manager applications for Nicole Nolan, Manager submitted by Sip & Swirl Wine Room LLC dba Sip & Swirl Wine Room located at 221 11th Avenue, Suite E.

6. Authorize the Mayor to send a letter of no recommendation to the Nebraska Liquor Control Commission on the Class C liquor license and manager applications for Barry Fox, Manager submitted by Kinkaidier Brewing Co LLC dba Kinkaidier Brewing Co located at 221 11th Avenue, Suite B.

7. Authorize the Mayor to send a letter of no recommendation to the Nebraska Liquor Control Commission on the manager application for Julie Thomas submitted by The Cigarette Store, LLC dba Smoker Friendly 016 located at 1325 2nd Avenue, Suite I in connection with their C-094153 liquor license.

8. Consider the Interlocal Cooperation Agreement between the City of Kearney and the City of Omaha and approve Resolution No. 2025-75 authorizing the Mayor to execute the Agreement.

**RESOLUTION NO. 2025-75**

WHEREAS, on November 6, 1990, the voters of the City of Kearney, at a Special Election, voted in favor of the conduct of a lottery as permitted under the Nebraska County and City Lottery Act for the purposes of community betterment as defined in the law; and

WHEREAS, at the August 13, 2024 City Council meeting, the Kearney City Council authorized the City Manager to send a notice pursuant to the Keno Lottery Agreement with Kearney Gaming, LLC the City's intent not to renew the Agreement and pursue a request for proposals prior to the expiration of the Agreement in August, 2025; and

WHEREAS, on April 1, 2025 the City issued a Request for Proposals (RFP) for Keno Operators, and accepted said RFPs until May 14, 2025 at 2:00 p.m. and on June 11, 2025, the Keno RFP Review Committee held interviews with the three Keno Operators who submitted RFPs and determined a recommendation to present to Council; and

WHEREAS, at the June 24, 2025, City Council meeting, the Kearney City Council accepted the recommendation from the Keno RFP Review Committee and approved

EHPV Lottery Services, LLC, known as "Big Red Keno," as the next Keno Operator for the City; and

WHEREAS, the City has now negotiated an Interlocal Cooperation Agreement between the City of Kearney and the City of Omaha to administer Keno proceeds as part of the contract for a term of six years, with the City of Kearney having the ability to terminate the Interlocal Agreement with a 60-day notice.

NOW, THEREFORE, BE IT RESOLVED by the President and City Council of the City of Kearney, Nebraska, that the President be and is hereby authorized and directed to execute the Interlocal Cooperation Agreement on behalf of the City of Kearney, Nebraska. A copy of said Agreement, marked Exhibit "A", is attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2005.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

9. Adopt Resolution No. 2025-76 approving RYDE Transit of Buffalo County's request for a portion of their required locally matched funding to apply for available Federal funding for RYDE Transit transportation operations for their fiscal year 2025-2026.

**RESOLUTION NO. 2025-76**

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program; and

WHEREAS, the RYDE Transit-Community Action Partnership of Mid Nebraska desires to apply for said funds to provide public transportation in Buffalo County.

NOW, THEREFORE, BE IT RESOLVED by the President and Council of the City of Kearney, Nebraska, hereby instructs the RYDE Transit to apply for said funds. Said funds are to be used for the RYDE Transit transportation operations in the FY 2025-2026 Application for Public Transportation Assistance.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

10. Adopt Resolution No. 2025-77 approving Change Order No. 2 showing an increase in the amount of \$7,707.10 and Application and Certificate for Payment No. 5 in the amount of \$81,160.66 submitted by KEA Constructors, LLC and approved by Oak Creek Engineering for 2025 Part 1 Improvements - 30th Avenue Overpass Rehabilitation.

**RESOLUTION NO. 2025-77**

WHEREAS, KEA Constructors, LLC has performed services in connection with 2025 Part 1 Improvements - 30th Avenue Overpass Rehabilitation, and the City's

engineer Oak Creek Engineering, have filed with the City Clerk Change Order No. 2 showing an increase in the amount of \$7,707.10 as shown on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, KEA Constructors, LLC and Oak Creek Engineering have filed with the City Clerk Application and Certificate for Payment No. 5 in the amount of \$81,160.66 as shown on Exhibit "B" attached hereto and made a part hereof by reference and as follows:

Original Contract Sum	\$	1,536,241.10
Change Order No. 1 (05-13-2025)	+	12,337.50
Change Order No. 2 (07-08-2025)	+	<u>7,707.10</u>
Contract Sum To Date		1,556,285.70
Gross Amount Due		951,261.77
Retainage (10%)		95,126.18
Amount Due to Date		856,135.59
Less Previous Certificates for Payment	-	<u>774,974.93</u>
Current Payment Due	\$	81,160.66

NOW, THEREFORE, BE IT RESOLVED by the President and Council of the City of Kearney, Nebraska, and hereby find and determine that Change Order No. 2, as shown on Exhibit "A" and Application and Certificate for Payment No. 5, as shown on Exhibit "B" be and are hereby accepted and approved.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
 PEGGY EYNETICH  
 CITY CLERK

JONATHAN NIKKILA  
 PRESIDENT OF THE COUNCIL  
 AND EX-OFFICIO MAYOR

**11.** Adopt Resolution No. 2025-78 approving Change Order No. 1 showing an increase in the amount of \$3,600.00 and Application for Payment No. 4 in the amount of \$392,622.30 submitted by Nielsen Contracting, LLC and approved by Olsson for 2025 Part 2 Improvements - US Highway 30 & University Drive Intersection Improvements.

**RESOLUTION NO. 2025-78**

WHEREAS, Nielsen Contracting LLC has performed services in connection with 2025 Part 2 Improvements - US Highway 30 & University Drive Intersection Improvements, and the City's engineer, Olsson, have filed with the City Clerk Change Order No. 1 showing an increase in the amount of \$3,600.00 as shown on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, Nielsen Contracting LLC and Olsson have filed with the City Clerk Application and Certificate for Payment No. 4 in the amount of \$392,622.30 as shown on Exhibit "B" attached hereto and made a part hereof by reference and as follows:

Original Contract Sum	<u>\$ 3,481,602.89</u>
Change Order No. 1 (07/08/2025)	+ <u>\$3,600.00</u>
Contract Sum To Date	3,485,202.89
Total Work Completed and Stored To Date	1,489,354.00
Retainage (10%)	<u>141,780.70</u>
Completed and Stored Less Retainage	1,347,573.30
Less Previous Certificates for Payment	<u>954,951.00</u>
Current Payment Due	<u>\$ 392,622.30</u>
Balance to finish, including retainage	<u>\$ 2,137,629.59</u>

NOW, THEREFORE, BE IT RESOLVED by the President and Council of the City of Kearney, Nebraska, and hereby find and determine that Change Order No. 1, as shown on Exhibit "A", Application and Certificate for Payment No. 4, as shown on Exhibit "B" be and are hereby accepted and approved.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
 PEGGY EYNETICH  
 CITY CLERK

JONATHAN NIKKILA  
 PRESIDENT OF THE COUNCIL  
 AND EX-OFFICIO MAYOR

**12.** Adopt Resolution No. 2025-79 approving Change Order No. 2 showing an decrease in the amount of \$13,260.00, the Application and Certificate for Payment No. 4-Final in the amount of \$38,095.97 and accept the Certificate of Substantial Completion submitted by Nielsen Contracting, LLC and approved by Miller & Associates for the 2024 Part 5 Improvements - 29<sup>th</sup> Avenue & West La Platte Road.

**RESOLUTION NO. 2025-79**

WHEREAS, Nielsen Contracting, LLC of Kearney, Nebraska has performed services in connection with the 2024 Part 5 Improvements - 29th Avenue and West LaPlatte Road, and the City’s engineer, Miller and Associates, have filed with the City Clerk Change Order No. 2 showing a decrease in the amount of \$13,260.00 as shown on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, Nielsen Contracting, LLC and Miller and Associates have filed with the City Clerk Application and Certificate for Payment No. 4-Final in the amount of \$38,095.97 as shown on Exhibit "B" attached hereto and made a part hereof by reference and as follows:

Original Contract Sum	\$ 490,279.50
Change Order No. 1 (02/11/2025)	+ 1,800.00
Change Order No. 2 (07/08/2025)	<u>- 13,260.00</u>
Contract Sum To Date	478,819.50
Gross Amount Due	478,819.50
Retainage (0%)	=
	<u>0.00</u>
Amount Due to Date	478,819.50
Less Previous Certificates for Payment	<u>- 440,723.63</u>
Current Payment Due	<u>\$ 38,095.97</u>

WHEREAS, the Engineer and Contractor have now certified to the City Clerk that work is completed as of July 1, 2025, as shown by Exhibit "C" attached hereto and made a part hereof by reference.

NOW, THEREFORE, BE IT RESOLVED by the President and Council of the City of Kearney, Nebraska, and hereby find and determine that Change Order No. 2, as shown on Exhibit "A", Application and Certificate for Payment No. 4-Final, as shown on Exhibit "B" and the Certificate of Substantial Completion as shown on Exhibit "C" be and are hereby accepted and approved.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

ATTEST:  
PEGGY EYNETICH  
CITY CLERK

JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR

## **V. CONSENT AGENDA ORDINANCES**

### **ORDINANCE NO. 8754 AMENDING CITY CODE**

Council Member Buschkoetter introduced Ordinance No. 8754 amending a section of the Code of the City of Kearney as follows: Section 8-804 "Specific Limits" of Article 8 "Speed Limitations" of Chapter 8 "Police" to update specific locations detailed in the table, and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Nikkila seconded the motion to suspend the rules for Ordinance No. 8754. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8754 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried. Ordinance was read by number.

Moved by Nikkila seconded by Straatmann that Ordinance No. 8754 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8754 is declared to be lawfully passed and adopted upon publication in pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

### **ORDINANCE NO. 8755 AUTHORIZING THE DEED OF SALE FOR A TRACT OF LAND IN WHITEAKER'S GROVE ADDITION**

Council Member Buschkoetter introduced Ordinance No. 8755 authorizing the deed of sale for a tract of land being described as being Lots 5, 6, and 7, Block 25, along with the

East half of the alley and the West half of "N" Avenue abutting said Lots in Block 25 (now vacated); part of Lots 1, 2 and 12, all of Lots 3 through 11 (inclusive), Block 26, along with the East half of "N" Avenue, and the West half of "O" Avenue, and the alley abutting said Lots in Block 26 (now vacated); part of Lots 1, 2, and 10, all of Lots 3 through 9 (inclusive), Block 27, along with the East half of "O" Avenue, the West half of "P" Avenue and the alley abutting said Lots in Block 27 (now vacated); part of Lots 1, 2, and 8, all of Lots 3 through 7 (inclusive), Block 28, along with the East half of "P" Avenue and the alley abutting said Lots in Block 28 (now vacated) in Whiteaker's Grove Addition to the City of Kearney, Buffalo County, Nebraska being part of Government Lot 5; the North half of the Northeast Quarter of Government Lot 6 also referred to as Tax Lot 5, and the North half of the Northwest Quarter of said Government Lot 6 also referred to as Tax Lot 6, all in Section 6, Township 8 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska except a tract of land being Lots 5, 6, and 7, Block 25, along with the East half of the alley and the West half of "N" Avenue abutting said Lots in Block 25 (now vacated); part of Lot 12 and all of Lots 7 through 11 (inclusive), Block 26, along with the East Half of "N" Avenue and part of the alley abutting said Lots in Block 26 (now vacated), part of the West half of "O" Avenue abutting Lots 5 and 6, Block 26 (now vacated); part of Lots 6 and 7, Block 27, along with part of the East half of "O" Avenue and part of the alley abutting said Lots in Block 27 (now vacated), all in Whiteaker's Grove Addition to the City of Kearney, Buffalo County, Nebraska being part of Government Lot 5 in Section 6, part of the North half of the Northeast Quarter of Government Lot 6 in Section 6 also referred to as Tax Lot 5, and part of the North half of the Northwest Quarter of said Government Lot 6 in Section 6 also referred to as Tax Lot 6, all in Township 8 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska now known as Lots 1 through 9 (Inclusive), Block 1; Lots 1, 2, and Outlot A, Block 2; Lots 1 through 5 (Inclusive), Block 3; and Lot 1, Block 4, all In Marlatt Fourth Addition, an Addition to the City Of Kearney, Buffalo County, Nebraska AND TOGETHER WITH ALL INTEREST IN Lots 1 and 2, Block 3, Marlatt Fourth Addition, as Addition to the City of Kearney, Buffalo County, Nebraska, to Kearney Area Habitat for Humanity, Inc., a Nebraska Non-Profit Corporation, and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Nikkila seconded the motion to suspend the rules for Ordinance No. 8755. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8755 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried. Ordinance was read by number.

Moved by Nikkila seconded by Straatmann that Ordinance No. 8754 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8755 is declared to be lawfully passed and adopted upon publication in

pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

**ORDINANCE NO. 8756 CREATING PAVING IMPORVEMENT DISTRICT NO. 2025-006**

Council Member Buschkoetter introduced Ordinance No. 8756 creating Paving Improvement District No. 2025-006 for a tract of land being Lots 1 through 9 (inclusive) in Block 1, Lots 1 and 2 and Outlot A in Block 2, Lots 1 through 5 (inclusive) in Block 3, of Marlatt Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska, and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Nikkila seconded the motion to suspend the rules for Ordinance No. 8756. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8756 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried. Ordinance was read by number.

Moved by Nikkila seconded by Straatmann that Ordinance No. 8754 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8756 is declared to be lawfully passed and adopted upon publication in pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

**ORDINANCE NO. 8757 CREATING WATER DISTRICT NO. 2025-594**

Council Member Buschkoetter introduced Ordinance No. 8757 creating Water District No. 2025-594 for a tract of land being Lots 1 through 9 (inclusive) in Block 1, Lots 1 and 2 and Outlot A in Block 2, Lots 1 through 5 (inclusive) in Block 3, of Marlatt Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska, and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Nikkila seconded the motion to suspend the rules for Ordinance No. 8757. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8757 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows:

Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried. Ordinance was read by number.

Moved by Nikkila seconded by Straatmann that Ordinance No. 8754 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8757 is declared to be lawfully passed and adopted upon publication in pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

### **ORDINANCE NO. 8758 CREATING SANITARY SEWER DISTRICT NO. 2025-529**

Council Member Buschkoetter introduced Ordinance No. 8758 creating Sanitary Sewer Improvement District No. 2025-529 for a tract of land being Lots 1 through 9 (inclusive) in Block 1, Lots 1 and 2 and Outlot A in Block 2, Lots 1 through 5 (inclusive) in Block 3, of Marlatt Fourth Addition, an addition to the City of Kearney, Buffalo County, Nebraska, and moved that the statutory rules requiring ordinances to be read by title on three different days be suspended and said ordinances be considered for passage on the same day upon reading by number only, and then placed on final passage and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Council Member Nikkila seconded the motion to suspend the rules for Ordinance No. 8758. President of the Council asked for discussion or if anyone in the audience was interested in the ordinance. No one responded. Clerk called the roll which resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion to suspend the rules having been concurred in by three-fourths of the City Council, said motion was declared passed and adopted. City Clerk read Ordinance No. 8758 by number. Roll call of those in favor of the passage of said ordinance on the first reading resulted as follows: Aye: Nikkila, Straatmann, Buschkoetter, Moore, Schmidt. Nay: None. Motion carried. Ordinance was read by number.

Moved by Nikkila seconded by Straatmann that Ordinance No. 8754 be passed, approved and published as required by law. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

By reason of the roll call voted on the first reading and final passage of the ordinance, Ordinance No. 8758 is declared to be lawfully passed and adopted upon publication in pamphlet form and made available to the public at the Office of the City Clerk and the Kearney Public Library.

## **VI. REGULAR AGENDA**

### **VII. REPORTS**

Council Member Buschkoetter congratulated Ms. Jensen and Staff on the awarding of the Good Life District and noted it is a great way to finance infrastructure that will benefit Kearney, noting the District designation will be a wonderful funding mechanism. Mayor Nikkila agreed and also thanked Senator Clouse for his help with this as well. Council

Member Straatmann stated it was great to see two western communities, Kearney and Grand Island, selected by the State to be part of the Good Life District program and noted his appreciation for the State's support of this initiative. Council Member Tami James Moore stated the Good Life District is exciting and noted the need to solve housing issues in Kearney still remains a problem.

Ms. Jensen stated this designation is a 30-year funding program that will help speed up development in the area; plans in the District do include housing. Ms. Jensen noted that this will have a significant impact on visitors and those using the SportsPlex, and will be a great addition to everything Kearney already has to offer.

### **VIII. ADJOURN**

Moved by Nikkila seconded by Straatmann that Council adjourn at 6:07 p.m. Roll call resulted as follows: Aye: Nikkila, Buschkoetter, Moore, Schmidt, Straatmann. Nay: None. Motion carried.

**ATTEST:**

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**JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR**

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**PEGGY EYNETICH  
CITY CLERK**

**Kearney, Nebraska**

**July 10, 2025**

**4:00 p.m.**

A Joint City/County Budget Meeting of the City Council of Kearney, Nebraska and the Buffalo County Board of Commissioners was convened in open and public session at 4:00 p.m. on July 10, 2025, in the in the Niobrara Room, Kearney Public Library, 2020 1st Avenue, Kearney, Nebraska. Present were: Mayor Jonathan Nikkila; Council Members Randy Buschkoetter, Tami James Moore, Kurt Schmidt and Alex Straatmann. Absent: None. County Commissioners present: Chairperson Sherry Morrow, Ivan Klein, Ron Loeffelholz, Timothy Higgins, Dan Lynch, Myron Kouba. Absent: Bill D. Maendele. City Staff present: Peggy Eynetich, City Clerk; Brenda Jensen, City Manager; Michael Tye, City Attorney; Kayla James, Director of Finance; Brian Schultz, Director of Finance; Andy Harter, Director of Public Works; Jason Whalen, Fire Administrator; Scott Hayden, Director of Recreational Services; Eric Hellriegel, Director of Parks; Sarah Sawin, Director of Utilities; Shawna Erbsen, Administrative Services Director; Nate Mollring, I.T. Director; Matthew Williams, Library Director; Christine Walsh, Assistant Library Director; Lauren Brandt, Sportsplex Director; Gabe Kowalek, Police Lieutenant, and Taylor Jaeger, Assistant Director of Finance. County Staff present: Neil Miller, Sheriff; Dan Schleusener, Chief Deputy Sheriff; Shawn Eatherton, County Attorney; Heather Christensen, County Clerk; and Lynn Martin, Board Administrator.

Notice of the meeting was given in advance thereof by publication in the Kearney Hub, the designated method for giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the City Council and a copy of their acknowledgment or receipt of such notice is attached to these minutes. Availability of the Agenda was communicated in the advance notice and in the notice to the Mayor and City Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Nikkila announced that in accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available for review and is posted in the room.

Ms. James introduced new City of Kearney Director of Finance, Brian Schultz.

Kayla James, Director of Finance, presented the following proposed 2025-2026 budget:

Ms. James stated County payments to the City are from July through June, and City payments to the County are from October to September. Ms. James stated that the County's payment to the City will decrease by approximately \$17,521; the City's payment to the County is estimated to increase by \$157,237.

**Bookmobile/Library**

There is \$130,000 in the Bookmobile account that will eventually be used to purchase the next Bookmobile. The County pays the City \$25,399.75 monthly for the operations of the Bookmobile.

**Cottonmill Park**

Ms. James reviewed the Cottonmill Park Agreement, noting that the City and County split the expenses for Personnel, Operations, and Capital Expenses 50/50. The County's share for Cottonmill Park increased by approximately \$8,000.

**Peterson Senior Activity Center**

There were no notable changes.

**Law Enforcement Center**

The Law Enforcement Center Interlocal Agreement includes the shared services of Records, Data Processing, Evidence, Law Enforcement Building, Communications, and Information Technology. The 2025-2026 Budget for these services is as follows: Records - \$728,618; Data Processing - \$718,951; Evidence - \$353,378; and Building - \$177,226.

**Law Enforcement Center Agreement Addendum No. 1**

Addendum No. 1 adds terms surrounding the shared Impound Lot.

**Law Enforcement Center Agreement Addendum No. 2**

Addendum No. 2 adds terms and cost for the shared use of the LEC West building located at 2222 Avenue A.

Mayor Nikkila questioned whether the generator installed and included in the budget at the current LEC would be reappropriated if a new LEC building were constructed. Brenda Jensen, City Manager, stated that they are working on ensuring the generator is transferred; it is currently intended to run the 911 Center in the event of power issues.

**County Attorney Information Technology Agreement**

There were no notable changes.

**Shooting Range Agreement**

There were no notable changes.

**Communications Financing and System Upgrades Agreement**

This agreement provides for the payment of debt services associated with the cost of the Public Safety Communication System and the system upgrade for purchasing a Motorola trunked radio system that the County purchased.

**Prosecution Agreement**

There were no notable changes.

**Emergency Services Unit and Crisis Negotiation Unit Agreement**

This Agreement outlines the rules and responsibilities of the parties when providing mutual aid and assistance through the activation of the Unit in response to critical law enforcement incidents. There are no costs associated with this Agreement.

**SCALES Agreement**

This Agreement pertains to cooperative law enforcement services encompassing the South-Central Area Law Enforcement Services. There are no costs associated with this Agreement.

**Kearney Area Animal Shelter**

The City and County contributions increase by 3% annually; the Agreement pertains to assistance with the care and custody of animals.

**Emergency Management Agreement**

There were no notable changes.

**Vehicle Gasoline Purchase Agreement**

There were no notable changes.

**Kearney Area Solid Waste Agency**

There were no notable changes.

**Airport Road Re-Location Financing Agreement**

The bond payments for the relocation of Airport Road will be completed in Fiscal Year 2028.

A brief discussion was held regarding the safety of the intersection at 56th Street and Antelope Avenue. Council Members and County Commissioners noted the uniqueness of the continued partnership between the City and County and how other communities and counties in Nebraska are amazed by the ongoing relationship. Mayor Nikkila noted Trevor Lee's work regarding the upcoming layoffs at Eatons and noted how everyone is working together to assist the employees affected by this layoff.

Moved by Straatmann seconded by Schmidt to accept the proposed 2025-2026 budget as presented. Roll call resulted as follows: Aye: Nikkila, Moore, Schmidt, Straatmann, Buschkoetter, Morrow, Higgins, Klein, Kouba, Loeffelholz, Lynch. Nay: None. Absent: Maendele. Motion carried.

**ADJOURN**

Moved by Buschkoetter seconded by Higgins that the meeting adjourn at 4:44 p.m. Roll

call resulted as follows: Aye: Nikkila, Schmidt, Straatmann, Buschkoetter, Moore, Morrow, Klein, Kouba, Loeffelholz, Lynch, Higgins. Nay: None. Absent: Maendele. Motion carried.

**ATTEST:**

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**JONATHAN NIKKILA  
PRESIDENT OF THE COUNCIL  
AND EX-OFFICIO MAYOR**

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**PEGGY EYNETICH  
CITY CLERK**

**PS PERSONNEL SERVICES**  
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Vendor	Amount	Purpose	Vendor	Amount	Purpose
1000Bulbs.com	\$1,635.53	smcs,co	Brimar Industries	\$18.71	smcs
3597 Enterprise	\$84.85	smcs	Buerer, Rick	\$50.00	smcs
4 States Towing	\$125.00	smcs	Buffalo Co. Redi-Mix	\$23,635.88	smcs,co
4Imprint	\$1,894.86	smcs	Buffalo Co. Register	\$208.00	smcs
Ace Hardware	\$705.84	smcs	Buffalo Co. Sheriff	\$132.50	smcs
Acushnet	\$5,856.74	smcs	Buffalo Outdoor Power	\$105.55	smcs
Adobe	\$21.39	smcs	Buggies Unlimited	\$47.06	smcs
Adventure Enterprises	\$77.25	smcs	Builders	\$927.23	smcs,co
AED Superstore	\$357.00	smcs	Burkey, JoHanna	\$188.50	smcs
Ag Dryer Services	\$173.40	smcs	Business Solutions	\$482.40	smcs
Airnav	\$600.00	smcs	C&I Equipment	\$257.50	smcs
Alley Rose	\$202.60	smcs	Cabela's	\$25.66	smcs
Allianz Travel Insurance	\$29.23	smcs	Cal/Amp	\$808.50	smcs
Allo Comm.	\$708.04	smcs	Carolina Software	\$650.00	smcs
Ally B Designs	\$50.00	smcs	Carrot-Top Industries	\$270.47	smcs
AM Leonard	\$187.99	smcs	Casey's	\$94.90	smcs
Amazon	\$16,857.61	smcs,co	Cash Wa	\$8,328.27	smcs
American Air	\$313.07	smcs	CDW Govt	\$1,659.12	smcs
American Button	\$1,021.93	smcs	Cenex	\$52.00	smcs
American Fence	\$2,335.28	smcs	Central Mercantile	\$10.00	smcs
American Floor Mats	\$193.35	co	Central NE Bobcat	\$69.53	smcs
American Legion Emblem	\$58.77	smcs	Certified Power	\$438.94	smcs
American Library Assn.	\$225.00	smcs	Chemsearch	\$3,520.50	smcs
American Red Cross	\$415.18	smcs	Choice Marketing	\$413.87	smcs
Apple	\$6.97	smcs	Chula Vista Resort	\$1,054.62	smcs
Arnold Motor Supply	\$240.19	smcs	Cintas	\$749.56	smcs
Ask Supply	\$3,418.41	smcs	City Glass	\$259.95	smcs
Askin' Nebraskan	\$250.00	smcs	City of Kearney	\$36,717.94	smcs,ps
AT&T	\$2,475.62	smcs	CityServiceValcon	\$45,460.90	smcs
Aurora Coop	\$694.26	smcs	Clever Waiver	\$49.99	smcs
Automatic Systems	\$60,683.00	co	CNA Surety	\$80.00	smcs
Avid	\$28.38	smcs	Coldspring	\$774.90	smcs
Avis	\$749.03	smcs	Comm. Action Partnership	\$2,413.50	smcs
B&H Photo	\$3,375.92	smcs,co	Commercial Recreation	\$253.40	smcs
Baker & Taylor	\$3,922.98	smcs	Consolidated Concrete	\$8,499.32	smcs,co
Baker's Candies	\$383.50	smcs	Constant Contact	\$157.00	smcs
Barco Municipal	\$2,716.00	smcs	Construction Rental	\$2,966.95	smcs,co
Battery Junction	\$150.48	smcs	Control Yours	\$2,528.75	smcs
Benchmark Govt.	\$807.45	smcs	Cooperative Producers	\$567.45	smcs
Blackburn Manufacturing	\$534.76	smcs	Copycat Printing	\$724.55	smcs
Blackstone Library	\$1,237.64	smcs	Core & Main	\$1,258.02	smcs
Blick Art Materials	\$310.33	smcs	Court Reserve	\$172.91	smcs
BlueCross BlueShield	\$204,959.00	smcs	Credit Mgmt.	\$157.60	ps
Bomgaars	\$1,170.34	smcs,co	Crown Awards	\$63.97	smcs
Boogaarts	\$87.01	smcs	Cruiser Sup	\$64.95	smcs
Bosselman	\$6,132.54	smcs	Culligan	\$142.32	smcs
Bossfuels	\$41,563.98	smcs	Cutter & Buck	\$267.04	smcs
Brady Worldwide	\$329.93	smcs	Cutting Edge Cleaning	\$85.00	smcs
Brand Mgmt. Group	\$855.48	smcs	D & D Industries	\$600.00	smcs
Breeze Transports	\$84.15	smcs	Daigle Law Group	\$280.00	smcs

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Dallas Children's Advocacy	\$895.00	smcs	General Parts	\$363.45	smcs
Dashlane	\$94.33	smcs	Get Sling	\$463.66	smcs
Data Shield Corporation	\$65.53	smcs	Global Industrial	\$409.94	smcs
Davis Equipment	\$3,154.64	smcs	Glowforge Store	\$992.80	smcs
Dawson Public Power	\$49,801.12	smcs	Go Daddy	\$360.25	smcs
Daylight Donuts	\$161.85	smcs	Good Sportsman	\$68.00	smcs
Del City	\$500.64	smcs	Goodlife Architecture	\$18,240.00	smcs
Dell	\$1,188.90	smcs	Graham Tire	\$835.45	smcs
Deterdings	\$1,788.42	smcs	Grainger	\$583.68	smcs
Disc Magic	\$273.70	smcs	Great Plains Comm.	\$1,010.01	smcs
Discount Filters	\$81.49	smcs	Gulf Oil	\$19.01	smcs
Dish Network	\$146.10	smcs	Harbor Freight Tools	\$75.11	smcs
DK La Vista	\$420.00	smcs	Hervert, Lyle	\$50.00	smcs
Dmilaco Sports	\$341.06	smcs	High Level Promotions	\$1,200.00	smcs
Dollar General	\$22.00	smcs	Hi-Line Motors	\$290.84	smcs
Domino's	\$45.32	smcs	Hobby Lobby	\$488.10	smcs
Donkey Towing	\$125.00	smcs	Holiday Inn Express	\$579.09	smcs
Donor Recognitions	\$100.65	smcs	Holmes Plumbing	\$2,182.43	smcs
Doordash	\$479.42	smcs	Home Depot	\$494.97	smcs,co
Dowhy Towing	\$100.00	smcs	Hometown Leasing	\$160.00	smcs
DTS Technology Group	\$32.09	smcs	Hub Int'l	\$7,209.92	smcs
Dunlop Sports	\$787.20	smcs	Hyatt Regency	\$1,886.48	smcs
Dutton-Lainson	\$5,750.00	smcs	Hydrovac Supply	\$442.98	smcs
Eagle Distribution	\$1,539.13	smcs	Hy-Vee	\$4,355.50	smcs
Eakes	\$4,180.95	smcs	IACA	\$445.00	smcs
Earl May	\$1,600.56	smcs	Idexx Distribution	\$2,877.15	smcs
Easy Picker	\$1,046.85	smcs	Imperial Supplies	\$1,016.36	smcs
Echo Electric	\$142.38	smcs	Integrated Security	\$1,311.00	smcs
Ecolab	\$134.54	smcs	Interstate Battery	\$586.07	smcs
Electronic Systems	\$461.60	smcs	Int'l Code Council	\$2,715.77	smcs
Eley Hose Reels	\$311.58	smcs	Invoice Home	\$5.28	smcs
Elliott Equipment	\$367,528.85	smcs,co	Iprint Technologies	\$1,696.00	smcs
EMC Insurance	\$306.63	smcs	IRS	\$237,474.55	ps
ERA - A Waters	\$1,796.26	smcs	It Straps On	\$668.09	smcs
Expression Wear	\$816.00	smcs	Jack Lederman	\$1,256.13	smcs
Eyemed	\$2,466.18	smcs	Jackson Services	\$464.38	smcs
EZ Turf	\$406.88	co	Janway	\$672.50	smcs
Facebook	\$604.00	smcs	JCI Industries	\$1,165.74	smcs
Family Practice	\$554.00	smcs	Johnson Landscape	\$1,679.00	smcs
Fastenal	\$1,576.16	smcs	Johnstone Supply	\$960.13	smcs
FBI NE	\$20.00	smcs	K2Awards	\$23.20	smcs
Feld Fire	\$274.21	smcs	Kasson B & B Autoglass	\$360.00	smcs
Financial Partners Group	\$2,887.09	co	Kaw Valley Greenhouses	\$536.59	smcs
First Responder	\$324.28	smcs	KEA Constructors	\$148,505.86	smcs,co
Flags Express	\$87.28	smcs	Kearney Ag Repair	\$2,917.27	smcs
Floyd's Truck Center	\$4,351.39	smcs	Kearney Comm. Found.	\$567.01	smcs
Frontier	\$3,043.42	smcs	Kearney Crete & Block	\$2,814.93	smcs
Fun Express	\$115.04	smcs	Kearney Tire & Auto	\$1,415.84	smcs
Gale/Cengage	\$581.44	smcs	Kearney Towing & Repair	\$309.00	smcs
Garrett Tires	\$4,539.69	smcs	Kearney Warehouse	\$1,487.70	smcs
Gear for Sports	\$782.15	smcs	Kelly Supply	\$3,584.63	smcs,co

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Kings III Emergency	\$1,396.23	smcs	NE State Fire Marshal	\$61.00	smcs
Konica Minolta	\$582.25	smcs	Nebraskaland	\$3,323.23	smcs
Kwik Star	\$47.00	smcs	NELETC	\$75.00	smcs
Landmark Implement	\$1,665.06	smcs	Network Solutions	\$155.95	smcs
League NE Municipalities	-\$1,130.00	smcs	Nielsen Contracting	\$430,718.27	co
LEDA	\$762.30	smcs	NLBA Membership	\$200.00	smcs
Lego	\$21.34	smcs	Northern Safety	\$126.59	smcs
Light And Siren	\$1,462.55	smcs	Northgate Vet	\$240.00	smcs
Lincoln Nat'l Life	\$1,316.68	smcs	Northwestern Energy	\$6,828.85	smcs
Little Giant Ladder	\$60.66	smcs	NPPD	\$114,554.85	smcs
LMN Graphics	\$55.00	smcs	Nutrien Ag Solution	\$282.58	smcs
Loper Athletics	\$2,819.50	smcs	NWEA	\$900.00	smcs
Love's	\$102.00	smcs	OCLC	\$11,075.31	smcs
Lulzbot	\$151.01	smcs	Office Max	\$886.47	smcs
Mackey, Linda	\$385.76	co	Omabl - Front Desk	\$266.72	smcs
Macqueen	\$4,426.78	smcs	Omaha South Garage	\$72.00	smcs
Magic Cleaning	\$400.00	smcs	Omni Engineering	\$6,946.63	smcs
Magnegrip	\$997.75	smcs	Omnify	\$567.00	smcs
Maize Equipment	\$49.85	smcs	One Call Concepts	\$644.28	smcs
Matai	\$500.00	smcs	One Face	\$996.00	smcs
Matheson Trigas	\$2,919.24	smcs	Online Labels	\$62.34	smcs
Mauslein Welding	\$520.00	smcs	O'Reilly	\$1,029.94	smcs
MCL Construction	\$86,156.57	co	Orkin	\$870.00	smcs
Medtech	\$48.00	smcs	Otto Environmental	\$27,900.00	smcs
Menards	\$6,381.09	smcs,co	PATC Training	\$375.00	smcs
Merrill	\$425.52	smcs	PB Online Postage	\$515.00	smcs
Michaels	\$57.98	smcs	PensCom	\$1,172.04	smcs
Microsoft	\$32.10	smcs	Penworthy	\$1,934.70	smcs
Midland Scientific	\$210.37	smcs	Pep Co.	\$220.50	smcs
Mid-NE Digging	\$3,550.00	co	Pet Pickups	\$454.80	smcs
Midway USA	\$295.22	smcs	Peterbilt	\$285.44	smcs
Midwest Connect	\$490.57	smcs	Petsmart	\$451.03	smcs
Midwest Turf	\$1,555.14	smcs	PGA America Members	\$683.92	smcs
Miller & Associates	\$18,979.90	smcs,co	Pioneer Athletics	\$1,515.95	smcs
Mirror Image	\$435.64	smcs	Pitney Bowes	\$196.68	smcs
Mission Square	\$8,320.84	ps	Plan It Software	\$3,675.00	smcs
Most Dependable Fount.	\$351.02	smcs	Platinum Awards	\$103.40	smcs
Municipal Supply	\$152,215.97	smcs	Platte Valley Auto Mart	\$510.85	smcs
My Pilot Store	\$344.90	smcs	Platte Valley Comm.	\$3,167.90	smcs
Napa Auto	\$3,888.61	smcs	Pollard Water	\$164.14	smcs
Nat'l Pump Supply	\$851.30	smcs	Positive Concepts	\$460.00	smcs
Nat'l Safety Gear	\$43.90	smcs	Postermywall	\$44.90	smcs
Navigator Motorcoaches	\$1,150.00	smcs	Power Tech	\$486.10	smcs
NDEE	\$19,403.29	smcs	Prairie Moon Nursery	\$247.80	smcs
NE Child Support	\$1,531.72	ps	Presto-X	\$621.92	smcs
NE Dept. Revenue	\$35,004.00	smcs	Pri Mgmt.	\$179.00	smcs
NE Flight School	\$45.00	smcs	Prime Video	\$6.41	smcs
NE Floodplain	\$130.00	smcs	Pump & Pantry	\$63.85	smcs
NE Generator	\$692.02	smcs	PVS DX	\$25,568.88	smcs
NE Golf Assn.	\$600.00	smcs	Quickdraw Caricature	\$260.00	smcs
NE Machinery	\$4,503.69	smcs	Quill	\$294.30	smcs

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Randy's Worldwide	\$664.00	smcs	TVH Parts	\$1,874.00	smcs
Rapid Fire Protection	\$635.00	smcs	U.S. Cellular	\$150.00	smcs
Rasmussen Mechanical	\$628.76	smcs	Uber	\$92.43	smcs
Ready Mixed Concrete	\$14,154.00	co	Unifirst	\$118.10	smcs
Reams	\$1,473.54	smcs	Union Bank & Trust	\$118,663.57	ps
Recreonics	\$368.02	smcs	Unique Mgmt.	\$209.70	smcs
Redman's Shoes	\$129.99	smcs	United	\$1,368.79	smcs
Reinke's	\$115.00	smcs	United States Profession	\$699.00	smcs
Rentokil	\$80.54	smcs	UPS	\$153.13	smcs
Resource Mgmt.	\$3,894.00	smcs	USPS	\$545.50	smcs
Reverse Osmosis	\$205.42	smcs	Valley Forklift	\$437.53	smcs
Rheome Tree	\$8,100.00	smcs	Van Horn, Seth	\$107.00	smcs
Roadbuilders Machinery	\$325.77	smcs	Verizon Wireless	\$52.95	smcs
S&S Worldwide	\$109.98	smcs	Vestis Services	\$438.55	smcs
Safety Products	\$164.44	smcs	Video Kingdom	\$19.99	smcs
Sahling Kenworth	\$121.47	smcs	Village Services	\$206.81	smcs
Sapp Bros.	\$2,207.75	smcs	Volaire Aviation	\$2,000.00	smcs
Sayler Screenprinting	\$9,913.34	smcs	VW Golf	\$282.50	smcs
Scheels	\$335.79	smcs	Walgreens	\$5.01	smcs
See Clear Cleaning	\$1,472.50	smcs	Walmart	\$4,829.70	smcs
Sequel Bookshop	\$400.00	smcs	Walters Electric	\$280.00	smcs
Sherwin Williams	\$2,129.91	smcs	Warren T Plumbing	\$93.75	smcs
Simmons, Christopher	\$90.00	smcs	Waterlink	\$709.41	smcs
SLA Corp	\$182.80	smcs	WEF Main	\$514.30	smcs
Southern Glazer's	\$2,174.28	smcs	Western NE College	\$45.00	smcs
Southwest	\$736.96	smcs	Western NRG	\$337.50	smcs
Spectrum	\$501.48	smcs	WFgear	\$39.00	smcs
Sprinkler Warehouse	\$555.67	smcs	Wilcac Life Insurance	\$5.00	ps
State Trucks	\$1,760.36	smcs	Winlectric	\$3,151.61	smcs,co
Statusfy	\$399.00	smcs	Winnelson	\$1,133.66	smcs
Steinbrink Landscaping	\$1,776.00	smcs	Witte, Kevin	\$187.50	smcs
Stripe Terminal	\$387.34	smcs	World Herald Newspaper	\$37.99	smcs
Stutsman	\$3,843.00	smcs	WPCI	\$1,095.92	smcs
Sunbelt Rentals	\$261.70	smcs	YMCA	\$371.00	smcs
Supply House	\$555.96	smcs	Youtube	\$292.03	smcs
Swana	\$305.00	smcs	Zoro Tools	\$1,104.23	smcs
Swim Outlet	\$31.29	smcs			
Target	\$460.53	smcs			
Tech Masters	\$270.00	smcs			
Tennant Co.	\$1,445.85	smcs			
Thorntons	\$45.00	smcs			
Time Center	\$35.00	smcs			
Titan Machinery	\$1,300.72	smcs			
TK Elevator	\$1,496.00	smcs			
Tmobile	\$35.40	smcs			
Tommy's Express	\$475.00	smcs			
Tractor Supply	\$3,746.56	smcs			
Transunion	\$113.80	smcs			
Tri State Oil	\$52.50	smcs			
True Value	\$426.60	smcs			
Turner Body Shop	\$125.00	smcs			



# COUNCIL AGENDA MEMO

## ITEM NO. IV - #4

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**FROM:** *Kayla James, Director of Finance*

**MEETING:** *July 22, 2025*

**SUBJECT:** *Depository Banks and Designated City Signatories*

**PRESENTER:** *No Presenter – Consent Agenda*

**Discussion:**

On February 13, 2024, the City Council approved Resolution 2024-14 which designated Wells Fargo Bank Nebraska, N.A, 1st National Bank of Omaha, Farmers & Merchants Bank, US Bank, Exchange Bank, Great Western Bank, Five Points Bank, Heartland Bank, Bank of the West, FirstTier Bank, NebraskaLand National Bank, Pinnacle Bank, and Bruning Bank as authorized depository banks for the City of Kearney. Resolution 2024-14 also designated Brenda Jensen (City Manager), Kayla James (Director of Finance), Taylor Jaeger (Assistant Director of Finance), and Peggy Eynetich (City Clerk) as authorized signers of checks, drafts, or other withdrawal orders issued against the funds of the City on deposit with said depositories.

Since the passage of Resolution 2024-14, Brian Schultz has been hired as the new Director of Finance. Resolution 2025-82 simply adds Brian Schultz as an authorized signer.

**Fiscal Note:**

The City has thirteen banks in Kearney in which to deposit funds, and five employees authorized to sign all checks, drafts, or other withdrawal orders issued against the funds of the City.

**Recommended Action:**

Staff recommends approval of the Resolution 2025-82.

## RESOLUTION NO. 2025-82

**WHEREAS**, the Vice-President and City Council have determined that it is appropriate and proper to designate various banks as depositories for funds of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and City Council of the City of Kearney, Nebraska, that the following banks be and are hereby designated as City depository banks:

- Wells Fargo Bank Nebraska, N.A.
- 1st National Bank of Omaha
- Farmers & Merchants Bank
- US Bank
- Exchange Bank
- Great Western Bank
- Five Points Bank
- Heartland Bank
- Bank of the West
- FirsTier Bank
- NebraskaLand National Bank
- Pinnacle Bank
- Bruning Bank

However, such designation as a City depository shall not be exclusive and shall not be determined in any way to constitute a franchise to the exclusion of other designated depositories.

**BE IT FURTHER RESOLVED** by the Vice-President and City Council of the City of Kearney, Nebraska that checks, drafts or other withdrawal orders issued against the funds of the City on deposit with said depositories be signed by any one of the following who now hold offices or positions with the City:

Brenda Jensen, City Manager  
Kayla D. James, Director of Finance  
Brian Schultz, Director of Finance  
Taylor Jaeger, Assistant Director of Finance  
Peggy Eynetich, City Clerk

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed and that Resolution No. 2024-14 is hereby specifically rescinded and repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

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**RANDY BUSCHKOETTER  
VICE-PRESIDENT OF THE COUNCIL**

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**PEGGY EYNETICH  
CITY CLERK**



# COUNCIL AGENDA MEMO

## ITEM NO. IV - #5

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**FROM:** *Brenda Jensen, City Manager*

**MEETING:** *July 22, 2025*

**SUBJECT:** *Renewal of Manufactured Home Court Licenses for Valley View Mobile Home Court*

**PRESENTER:** *No Presenter – Consent Agenda*

**Discussion:**

Each year, all manufactured home courts are inspected for compliance with City regulations. The Development Services Department works directly with all court owners to ensure that the requirements are met. Manufactured home courts are required to apply to renew the court's license by the first day of March each year, with the license expiring on the last day of May.

During this application period, from March to May, the courts are inspected for compliance. At the May 27, 2025, City Council renewed six (6) court licenses and granted a 30-day extension to five (5) more. At the June 24, 2025, City Council meeting, four (4) additional courts were granted their license and Valley View Mobile Home Court was granted a thirty (30) day extension. Since that time, Valley View Mobile Home Court has passed their inspection bringing their court into compliance.

**Fiscal Note:**

There are no adverse financial considerations regarding the renewal of manufactured home court license.

**Recommended Action:**

Staff recommends approval for the renewal of the manufactured home court license for Valley View Mobile Home Park, pending receipt of payment for their license renewal.



# COUNCIL AGENDA MEMO

## ITEM NO. IV - #6

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**FROM:** *Peggy Eynetich, City Clerk*

**MEETING:** *July 22, 2025*

**SUBJECT:** *Annual Board Appointments*

**PRESENTER:** *No Presenter – Consent Agenda*

**Discussion:**

The following are the Boards/Commissions that have terms that are expiring or have vacancies:

- 1 – Airport Advisory Board
- 3 – Board of Adjustment
- 1 – Civil Service Commission
- 1 – Downtown Improvement Board
- 2 – Golf Advisory Board
- 2 – Kearney Housing Agency
- 1 – Advisory Board of Park & Recreation Commissioners
- 3 – Planning Commission

On May 3rd, notice was published in the Kearney Hub informing the public that the City had openings on various Boards and Commissions. Notifications were sent to Board members whose terms were expiring, letting them know that to be considered for reappointment, they would need to complete an Expression of Interest form.

The following are the vacancies on the various Boards/Commissions:

Airport Advisory Board – 5-year term

Mark Pullman is resigning after the July 2025 meeting. James Sanchez submitted an Expression of Interest form to serve on this Board. Therefore, James will be appointed, with his term expiring July 31, 2030.

Board of Adjustment – 3-year term

Jonathan Brandt has served on the Board of Adjustment since 2010 and is interested in serving another term.

Steve Lind has served on the Board of Adjustment since 2013 and is interested in serving another term.

Nathan Dorsey has served on the Board of Adjustment since 2022 and is interested in serving another term.

Therefore, Jonathan, Steve and Nathan will be reappointed with their terms expiring July 31, 2028.

## ITEM NO. IV - #6

### Civil Service Commission – 6-year term

Lee Ann Purdy has served on the Civil Service Commission since 2019 and is interested in serving another term. Therefore, Lee Ann will be reappointed with her term expiring July 31, 2031.

### Downtown Improvement Board – 5-year term

Kari Printz has served on the Downtown Improvement Board since 2019 and is interested in serving another term. Therefore, Kari will be reappointed with her term expiring July 31, 2030.

### Golf Advisory Board – 4-year term

Mark Palu has served on the Golf Advisory Board since 2021 and is interested in serving another term.

Tim Shada has served on the Golf Advisory Board since 2021 and is interested in serving another term.

Therefore, Mark and Tim will be reappointed with their terms expiring July 31, 2029.

### Kearney Housing Agency – 5-year term

Joyce Lieske has served on the Kearney Housing Agency since 1995 and is interested in serving another term.

Christine Gaspari has served on the Kearney Housing Agency since 2022 and is interested in serving another term.

Therefore, Joyce and Christine will be reappointed with their terms expiring July 31, 2030.

### Advisory Board of Park & Recreation Commissioners – 5-year term

Kyle Flaherty has served on the Advisory Board of Park & Recreation Commissioners since 2012 and is interested in serving another term. Therefore, Kyle will be reappointed with his term expiring July 31, 2030.

### Planning Commission – 3-year term

John Rickard has served on the Planning Commission since 2019 and is interested in serving another term.

Joey Cochran has served on the Planning Commission since 2018 and is interested in serving another term.

Rich McGinnis has served on the Planning Commission since 2017 and is interested in serving another term.

Therefore, John, Joey, and Rich will be reappointed, with their terms expiring on July 31, 2028.

### **Fiscal Note:**

There will be no fiscal impact on the City's budget with regard to these appointments.

## ITEM NO. IV - #6

### **Recommended Action:**

City Staff recommends approval of the resolution making the following appointments: James Sanchez to the Airport Advisory Board; Jonathan Brandt, Steve Lind, and Nathan Dorsey to the Board of Adjustment; Lee Ann Purdy to the Civil Service Commission; Kari Printz to the Downtown Improvement Board; Mark Palu and Tim Shada to the Golf Advisory Board; Joyce Lieske and Christine Gaspari to the Kearney Housing Agency; Kyle Flaherty to the Advisory Board of Park & Recreation Commissioners; and John Rickard, Joey Cochran and Rich McGinnis to the Planning Commission.

## **RESOLUTION NO. 2025-83**

**WHEREAS**, Resolution No. 2005-96 calls for Citizen Board/Commission member appointments to be made by resolution submitted by the Mayor to the City Council for final approval; and

**WHEREAS**, vacancies currently exist on certain Boards/Commissions.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that the following persons, as proposed by the Mayor and City Manager of the City of Kearney, Nebraska, are hereby appointed to the designated Boards/Commissions for the term indicated:

### **AIRPORT ADVISORY BOARD**

James Sanchez appointed to succeed Mark Pullmann to July 31, 2030

### **BOARD OF ADJUSTMENT**

Jonathan Brandt reappointed to July 31, 2028

Steve Lind reappointed to July 31, 2028

Nathan Dorsey reappointed to July 31, 2028

### **CIVIL SERVICE COMMISSION**

Lee Ann Purdy reappointed to July 31, 2031

### **DOWNTOWN IMPROVEMENT BOARD**

Kari Printz reappointed to July 31, 2030

### **GOLF ADVISORY BOARD**

Mark Palu reappointed to July 31, 2029

Tim Shada reappointed to July 31, 2029

### **KEARNEY HOUSING AGENCY**

Joyce Lieske reappointed to July 31, 2030

Christine Gaspari reappointed to July 31, 2030

### **ADVISORY BOARD OF PARK AND RECREATION COMMISSIONERS**

Kyle Flaherty reappointed to July 31, 2030

### **PLANNING COMMISSION**

John Rickard reappointed to July 31, 2028

Joey Cochran reappointed to July 31, 2028

Rich McGinnis reappointed to July 31, 2028

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect from and after its adoption.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025**

**ATTEST:**

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**RANDY BUSCHKOETTER  
VICE-PRESIDENT OF THE COUNCIL**

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**PEGGY EYNETICH  
CITY CLERK**



# COUNCIL AGENDA MEMO

## ITEM NO. IV - #7

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**FROM:** *Michael J. Tye, City Attorney*

**MEETING:** *July 22, 2025*

**SUBJECT:** *Qualification Standards for Keno Sales Outlet Locations*

**PRESENTER:** *No Presenter – Consent Agenda*

**Discussion:**

As Council is aware, pursuant to the Interlocal Cooperation Agreement between the City of Kearney and the City of Omaha regarding the City's new Keno operator, the City of Kearney is required to establish qualification standards that must be met in order to qualify as an authorized sales outlet location for Keno operation within the City. The attached qualification standards are straightforward requirements for any business establishment that may want to participate in Keno operations at its location. Once these qualification standards have been established, Council can approve Keno operations moving forward.

**Fiscal Note:**

There is no cost to the City in establishing the qualification standards.

**Recommended Action:**

Staff recommends approval of the qualification standards for Keno sales outlet locations.

## RESOLUTION NO. 2025-84

A RESOLUTION OF THE CITY OF KEARNEY, NEBRASKA, ESTABLISHING QUALIFICATION STANDARDS FOR ANY BUSINESS SEEKING TO HAVE ITS LOCATION QUALIFY AS AN AUTHORIZED SALES OUTLET LOCATION FOR CONDUCTING THE KENO LOTTERY WITHIN THE CORPORATE LIMITS OF THE CITY OF KEARNEY, NEBRASKA.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEARNEY, NEBRASKA:

SECTION 1. The following qualification standards are established by the City of Kearney and must be met by any individual, sole proprietorship, partnership, limited liability company, or corporation seeking to have its location qualify as an authorized sales outlet location for conducting keno lottery within the corporate limits of the City of Kearney.

(1) Each applicant for a keno sales outlet location shall submit to the City of Kearney:

(a) A copy of the completed Nebraska Schedule II/Form 50g-County/City Lottery Sales Outlet Location application as required by the Division of Charitable Gaming of the Nebraska Department of Revenue.

(b) A copy of the written agreement between the lottery operator and the sales outlet location, hereinafter referred to as "satellite location".

(c) Any other information reasonably requested by the City of Kearney.

(2) The City Council will approve all satellite locations subject to the procedures and criteria set forth herein by resolution prior to the licensing of said satellite location and the conducting of any keno lottery operation there.

(3) The direct or indirect transfer of any financial interest in the satellite location will automatically terminate the City's approval of said satellite location provided, however, the satellite operator will be permitted to remain in operation for a period not to exceed one hundred twenty (120) days under an agency agreement with the prior existing satellite operator. During said one hundred twenty (120) day period, the applicant will diligently pursue the application process and procedure. Also during said one hundred twenty (120) day period the City may revoke continued operation of the proposed application for due cause. Conduct of the keno lottery at said satellite location will thereafter continue only upon application to the City of Kearney and approval thereof pursuant to the terms and conditions of this resolution.

(4) Satellite Keno Location Criteria.

(a) All locations must provide the number of off-street parking stalls required by the regulations of the City of Kearney.

(b) All locations must provide seating capacity sufficient to accommodate persons who may wish to come to the location to observe or play keno or to engage in any other activities conducted on the premises.

(c) All locations must have sufficient facilities to permit the sale of keno tickets.

(d) All locations must have proper security for the keno lottery operations and associated activities.

(e) All persons with any direct or indirect financial interest in the operation of keno at any location must be of good character and financially responsible.

(f) The operation of the keno lottery at any satellite location must not create any undue impact on the surrounding neighborhood due to noise, congestion, or other circumstances.

(g) All locations and operations at all locations must meet all requirements of applicable federal, state, and local law.

SECTION 2. This resolution supercedes and replaces any and all prior resolutions of this City regarding qualification standards for keno sales outlets. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3. This resolution will be in full force and effect from and following the passage and publication hereof as required by law.

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

**CITY OF KEARNEY, NEBRASKA**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor of the City of Kearney



# COUNCIL AGENDA MEMO

## ITEM NO. IV - #8

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**FROM:** *Scott Hayden, Director of Recreational Services*

**MEETING:** *July 22, 2025*

**SUBJECT:** *Harmon Pool Sandblasting & Painting Project Bid Approval*

**PRESENTER:** *No Presenter – Consent Agenda*

**Discussion:**

The project involves sandblasting the existing layers of paint from the Harmon Pool tub and repainting. The project is necessary due to the continual peeling of paint resulting from the multiple layers of paint applied.

**Fiscal Note:**

This project is budgeted in the FY 2026 budget and will be funded through the Aquatic Development Fund and the General Fund. The work involved is scheduled to start in early September and be completed by October 31, 2025.

On July 15, 2025, five bids were received. The bid had one alternate to sandblast and paint the wading pool. The engineers estimate from Miller & Associates was \$160,000 for the base bid and \$7,000 for the alternate

Amusement Restoration Companies, LLC – base bid: \$166,500. Alternate #1: \$10,550.00  
Markley's Precision Company – base bid: \$172,900.00. Alternate #1: \$18,375.00  
Miller Painting, Inc. – base bid: \$105,864.00. Alternate #1: \$5,880.00  
Mongan Painting, LLC – base bid: \$183,889.95. Alternate #1: \$9,375.70  
W.S. Bunch Co., Inc. – base bid: \$108,879.00. Alternate #1: \$5,600.00

**Recommended Action:**

Staff and the City's engineer for the project, Miller & Associates recommend approving the Base Bid and Alternate #1, submitted by Miller Painting, Inc., for a total amount of \$111,744.00.

## **RESOLUTION NO. 2025-85**

**WHEREAS**, Miller & Associates and the City of Kearney have reviewed the sealed bids which were opened on July 15, 2025 at 2:00 p.m. for the Harmon Park Swimming Pool Tub Sandblasting and Painting Project; and

**WHEREAS**, the Engineer's Opinion of Probable Construction Cost for the project was \$160,000.00 for the base bid and \$7,000.00 for Alternate #1; and

**WHEREAS**, Miller & Associates and the City have recommended the bid offered by Miller Painting, Inc. of Hartington, Nebraska in the amount of \$105,864.00 Base Bid and \$5,880.00 Alternate #1 for a total of \$111,744.00 be accepted as the lowest responsible bid for Harmon Park Swimming Pool Tub Sandblasting and Painting Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and City Council of the City of Kearney, Nebraska that the said Engineer's recommendation is hereby accepted, that Miller Painting, Inc. be and is the lowest responsible bidder for the Harmon Park Swimming Pool Tub Sandblasting and Painting Project to be constructed in accordance with the plans and specifications on file with the City Clerk and that the bid of Miller Painting, Inc. in the amount of \$111,744.00 be and is hereby accepted.

**BE IT FURTHER RESOLVED** the Engineer's Opinion of Probable Construction Cost in the amount of \$160,000.00 Base Bid and \$7,000.00 Alternate #1 be and is hereby accepted.

**BE IT FURTHER RESOLVED** that the Vice-President of the Council of the City of Kearney, Nebraska, be and is hereby authorized and directed to execute contracts for such improvements in accordance with the bid, plans, specifications, and general stipulations pertaining thereto.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

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**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

---

**PEGGY EYNETICH**  
**CITY CLERK**

July 15, 2025  
Kearney, Nebraska



1111 Central Ave. Kearney, NE 68847-6833  
Tel: 308-234-6456  
Fax: 308-234-1146  
www.miller-engineers.com

Mayor & City Council  
City of Kearney  
18 East 22nd Street  
Kearney, NE 68848-1180

Re: Harmon Park Swimming Pool Tub Sandblasting and Painting Project  
Project No. 130-E1-049

Dear Council Members:

On July 15, 2025 at 2:00 PM, five (5) bids were received, publicly opened, and read aloud at City Hall. Attached is a bid tabulation sheet. The bids are summarized below:

BIDDER	TOTAL	ADD ALTERNATE	Substantial Completion Date	Final Completion Date
Miller Painting, Inc	\$105,864.00	\$5,880.00	9/8/2025	10/31/2025
W.S. Bunch Co. Inc	\$108,879.00	\$5,600.00	9/15/2025	10/17/2025
Amusement Restoration Co., LLC.	\$166,500.00	\$10,550.00	Mid-Sept 2025	Mid-Oct 2025
Markley's Precision Company	\$172,900.00	\$18,375.00	Late Aug 2025	10-31-2025
Mongan Painting, LLC	\$183,889.95	\$9,375.70	9/8/2025	10/31/2025

All proposals have been reviewed, and no errors were noted. The Bidders identified their completion dates in their bids and they are shown above.

The Engineer's Opinion of Probable Construction Cost was \$167,000. The combined low bid from Miller Painting, Inc. is 33.09% below the Engineer's Opinion of Probable Construction Cost. The planholders list is also attached for reference.

If your budget allows, it is recommended the bids be accepted and the contract awarded to Miller Painting, Inc., in the amount of \$111,744.00 [Base Bid and Alternate Bid] and authorization given to your authorized representative to execute agreements.

Respectfully submitted,  
MILLER & ASSOCIATES,  
CONSULTING ENGINEERS, P.C.

Larry D. Steele, P.E.

LDS/em  
Enclosures

**PLAN HOLDERS LIST**

**Pool Tub Sandblasting & Painting Project  
Harmon Park Swimming Pool  
Kearney, Nebraska  
M&A Project No. 130-E1-049-25  
Bid Date/Time: July 15, 2025 @ 2:00 PM Local Time**

<b>Ashton Kate Construction 39503 K-99 Wamego, KS 66547</b>
<b>Miller Painting PO Box 183 109 East Main Street Hartington, NE 68739</b>
<b>Mongan Painting Co., Inc. PO Box 515 Cherokee, IA 51012</b>
<b>S&amp;S Maintenance Company HC 13, Box 17 Valentine, NE 69201</b>
<b>W.S. Bunch Company 1735 North 42<sup>nd</sup> Street Omaha, NE 68111</b>
<b>W.W. Sandblasting PO Box 70 205 Richey Street Plattsmouth, NE 68048</b>
<b>David Scott Masonry Restoration Company, LLC 340 South State Street P.O. Box 36 Osceola, NE 68561</b>
<b>Markley's Precision Company, LLC</b>
<b>Safe Slide Restoration</b>
<b>Color Dynamics LLC</b>
<b>Superior Painting</b>

<b>Date Opened:</b> July 15 at 2:00 PM (Local Time)				<b>1</b>		<b>2</b>		<b>3</b>			
<b>Project Name:</b> Harmon Park Swimming Pool Tub Sandblasting and Painting Project				Miller Painting, Inc		W.S. Bunch Co. Inc		Amusement Restoration Companies, LLC.			
<b>Project Location:</b> Kearney, NE											
<b>Project Number:</b> 130-E1-049				<b>Total Bid</b> \$105,864.00		<b>Total Bid</b> \$108,879.00		<b>Total Bid</b> \$166,500.00			
				<b>Alternate</b> \$5,880.00		<b>Alternate</b> \$5,600.00		<b>Alternate</b> \$10,550.00			
<b>Substantial Completion: [Bidder Selects]</b>				9/8/2025		9/15/2025		Mid-Sept 2025			
<b>Final Completion: [Bidder Selects]</b>				10/31/2025		10/17/2025		Mid-Oct 2025			
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Abrasive Blast Near Complete Paint Removal of Swimming Pool Wall Targets	1	L.S.	\$49,032.00	\$49,032.00	\$51,333.00	\$51,333.00	\$48,000.00	\$48,000.00		
2	Paint Swimming Pool with Three (3) Coats of Paint, Paint Swim Lane Lines, End Wall Targets and Depth Markers in accordance with specifications	1	L.S.	\$55,332.00	\$55,332.00	\$42,777.00	\$42,777.00	\$115,000.00	\$115,000.00		
3	Provide and Install Sealant in accordance with Specifications	100	L.F.	\$15.00	\$1,500.00	\$70.00	\$7,000.00	\$35.00	\$3,500.00		
4	Two-Year Guarantee Period	1	L.S.	\$0.00	\$0.00	\$7,769.00	\$7,769.00	\$0.00	\$0.00		
<b>TOTAL BID</b>					<b>\$105,864.00</b>		<b>\$108,879.00</b>		<b>\$166,500.00</b>		
<b>ALTERNATE:</b> Add cost to prepare and paint wading pool in accordance with specifications				1	L.S.	\$5,880.00	\$5,880.00	\$5,600.00	\$5,600.00	\$10,550.00	\$10,550.00
				<b>4</b>		<b>5</b>					
				Markley's Precision Company		Mongan Painting, LLC					
				<b>Total Bid</b> \$172,900.00		<b>Total Bid</b> \$183,889.95					
				<b>Alternate</b> \$18,375.00		<b>Alternate</b> \$9,375.70					
<b>Substantial Completion: [Bidder Selects]</b>				Late-Aug 2025		9/8/2025					
<b>Final Completion: [Bidder Selects]</b>				10/31/2025		10/31/2025					
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price				
1	Abrasive Blast Near Complete Paint Removal of Swimming Pool Wall Targets	1	L.S.	\$105,100.00	\$105,100.00	\$84,771.06	\$84,771.06				
2	Paint Swimming Pool with Three (3) Coats of Paint, Paint Swim Lane Lines, End Wall Targets and Depth Markers in accordance with specifications	1	L.S.	\$61,050.00	\$61,050.00	\$84,318.89	\$84,318.89				
3	Provide and Install Sealant in accordance with Specifications	100	L.F.	\$17.50	\$1,750.00	\$12.00	\$1,200.00				
4	Two-Year Guarantee Period	1	L.S.	\$5,000.00	\$5,000.00	\$13,600.00	\$13,600.00				
<b>TOTAL BID</b>					<b>\$172,900.00</b>		<b>\$183,889.95</b>				
<b>ALTERNATE:</b> Add cost to prepare and paint wading pool in accordance with specifications				1	L.S.	\$18,375.00	\$18,375.00	\$9,375.70	\$9,375.70		



# COUNCIL AGENDA MEMO

## ITEM NO. IV - #9-16

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**FROM:** *Brian Schultz, Director of Finance*

**MEETING:** *July 22, 2025*

**SUBJECT:** *Lottery Operator Locations (8)*

**PRESENTER:** *No Presenter – Consent Agenda*

**Discussion:**

On June 24, 2025 the City Council accepted the Big Red Keno proposal to be the next Keno Operator for the City of Kearney. On July 8, 2025, the City Council approved an Interlocal Cooperation Agreement between the City of Kearney and the City of Omaha to administer the Keno proceeds. Section 6 of the Interlocal Cooperation Agreement requires the Operator to receive approval from the City Council prior to operating from any location within the City of Kearney.

The transition to the new operator requires new agreements for all Kearney Keno locations. The following entities and their respective locations have submitted for approval:

American Legion Post 52, 1223 Central Ave  
Cellar Sports Bar & Grill, 3901 2nd Ave  
Chicken Coop Sports Bar & Grill, 2115 Avenue A  
Fanatics Sports Bar, 2021 Central Avenue  
Jersey's Sports Bar & Grill, 5012 3rd Ave Suite 190  
Playpen Lounge, 9 W 21st Street  
The Crafty Dog Sports Bar, 1325 2nd Avenue, Suite A  
The Dome Lounge & Package Store, 2321 K Avenue

**Fiscal Note:**

There will be no fiscal impact on the City's budget.

**Recommended Action:**

The request by Big Red Keno appears reasonable; therefore, Staff recommends approval of a keno-type lottery to be located at the above mentioned entities and locations.

## RESOLUTION NO. 2025-86

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 1223 Central Avenue, Kearney Nebraska (American Legion Post 52) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 1223 Central Avenue, Kearney Nebraska (American Legion Post 52) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

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**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

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**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

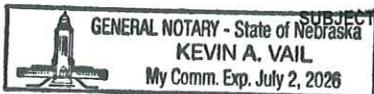
15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>American Legion Buffalo</u> County d/b/a: <u>American Legion Park 52</u> Premises Address: <u>1223 Central Ave</u> <u>Kearney NE 68547</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>Kimberly Bayley</u> Print Name: <u>Kimberly Bayley</u> Title: <u>owner</u>
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State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/2/25</u> by <u>Kimberly Bayley</u> the <u>owner</u> of <u>American Legion Buffalo County d/b/a American Legion Park 52</u> a <u>Nebraska Veteran's Organization</u> on behalf of the <u>Veteran's Organization</u> <u>Kevin A. Vail</u> , Notary	Accepted: Endgame West LLC By: <u>Todd R. Byrne</u> Officer of Endgame West LLC Print Name: <u>Todd Byrne</u> Dated: <u>7/2/25</u>
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SUBJECT TO TERMS ON REVERSE

## RESOLUTION NO. 2025-87

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 3901 2nd Avenue, Kearney Nebraska (Cellar Sports Bar & Grill) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 3901 2nd Avenue, Kearney Nebraska (Cellar Sports Bar & Grill) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

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6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

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8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

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11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

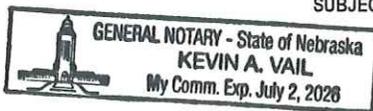
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>CellarCrew LLC</u> <u>dba: Cellar Sports Bar Grill</u>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein.
Premises Address: <u>3901 2nd Ave SNE</u> <u>Kearney NE 68847</u> <small>(Premises legal description will be attached as Attachment A)</small>	
By: <u>[Signature]</u>	Print Name: <u>Treldon Jones</u>
Title: <u>owner</u>	

State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/1/25</u> by <u>Treldon Jones</u> the <u>owner</u> of <u>CellarCrew LLC dba: Cellar Sports Bar Grill</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u>	Accepted: Endgame West LLC By: <u>[Signature]</u> Officer of Endgame West LLC Print Name: <u>Todd Ryan</u> Dated: <u>7/3/25</u>
<u>[Signature]</u> , Notary	

SUBJECT TO TERMS ON REVERSE



## RESOLUTION NO. 2025-88

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC, dba “Big Red Keno,” has requested that 5012 3rd Avenue, Suite 190, Kearney Nebraska (Jersey’s Sports Bar & Grill) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 5012 3rd Avenue, Suite 190, Kearney Nebraska (Jersey’s Sports Bar & Grill) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

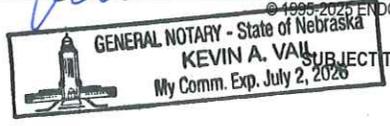
15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Jerseys Sports Bar</u> <u>: Grill located at Jerseys</u> <u>Sports Bar &amp; Grill</u> Premises Address: <u>5012 3rd Ave Suite</u> <u>Kearney NE 68845</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>Pat Cabela</u> Print Name: <u>Pat Cabela</u> Title: <u>owner</u>
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State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/2/25</u> by <u>Pat Cabela</u> the <u>owner</u> of <u>Jerseys Sports Bar; Grill located at Jerseys Sports Bar; Grill</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u> <u>Kevin A. Vall</u> <small>Notary</small>	Accepted: Endgame West LLC By: <u>Todd Ryan</u> Officer of Endgame West LLC Print Name: <u>Todd Ryan</u> Dated: <u>7/3/25</u>
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## RESOLUTION NO. 2025-89

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 9 West 21st Street, Kearney Nebraska (Playpen Lounge) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 9 West 21st Street, Kearney Nebraska (Playpen Lounge) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

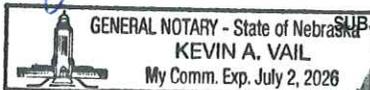
15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>John P Richards LLC</u> <u>dba: Playpen Lounge</u> Premises Address: <u>9 W 21st St</u> <u>Kearney NE 68847</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>John P Richards</u> Title: <u>Owner</u>
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State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/1/25</u> by <u>John P. Richards</u> the <u>owner</u> of <u>John P Richards dba: Playpen Lounge</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u> , Notary	Accepted: Endgame West LLC By: <u>[Signature]</u> Officer of Endgame West LLC Print Name: <u>Todd Ryan</u> Dated: <u>7/3/25</u>
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## RESOLUTION NO. 2025-90

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 2115 Avenue A, Kearney Nebraska (Chicken Coop Sports Bar & Grill) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 2115 Avenue A, Kearney Nebraska (Chicken Coop Sports Bar & Grill) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

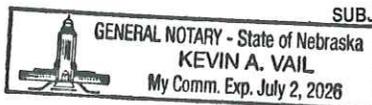
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Chicken Bones of Kearney Inc</u> <u>dba: Chicken Coop Sports Bar, Grill</u>		I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein.	
Premises Address: <u>2115 A Ave</u> <u>Kearney NE 68545</u> (Premises legal description will be attached as Attachment A)		By: <u>[Signature]</u>	Print Name: <u>Collin Nesity</u>
State of Nebraska, Co. of <u>Babcock</u> ss: This instrument was acknowledged before me on <u>7/12/25</u> by <u>Collin Nesity</u> the <u>owner</u> of <u>Chicken Bones of Kearney Inc dba: Chicken Coop Sports Bar, Grill</u> a <u>Nebraska Inc/corporation</u> on behalf of the <u>corporation</u>		Accepted: Endgame West LLC By: <u>[Signature]</u> Officer of Endgame West LLC Print Name: <u>Todd Ryan</u> Dated: <u>7/12/25</u>	<u>[Signature]</u> , Notary

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SUBJECT TO TERMS ON REVERSE



## RESOLUTION NO. 2025-91

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 1325 2nd Avenue, Suite A, Kearney Nebraska (The Crafty Dog Sports Bar) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 1325 2nd Avenue, Suite A, Kearney Nebraska (The Crafty Dog Sports Bar) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

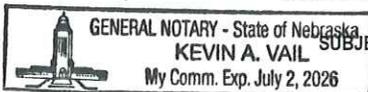
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Crazy Dog Inc dba: Crazy Dog the Crazy Dog Sports Bar</u> Premises Address: <u>1325 2nd Ave Satele B Kearney NE 68847</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Travis Evans</u> Title: <u>owner</u>
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State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/17/25</u> by <u>Travis Evans</u> the <u>owner</u> of <u>Crazy Dog Inc dba: Crazy Dog the Crazy Dog Sports Bar</u> a <u>Nebraska corporation</u> on behalf of the <u>corporation</u> <u>[Signature]</u> , Notary	Accepted: Endgame West LLC By: <u>[Signature]</u> Officer of Endgame West LLC Print Name: <u>Todd Ryan</u> Dated: <u>7/17/25</u>
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SUBJECT TO TERMS ON REVERSE

## RESOLUTION NO. 2025-92

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 2321 K Avenue, Kearney Nebraska (The Dome Lounge & Package Store) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 2321 K Avenue, Kearney Nebraska (The Dome Lounge & Package Store) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.
11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

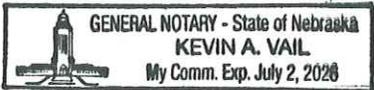
15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Bar D LLC dba: The Dome Lounge Package Store; more</u>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein.
Premises Address: <u>2321 K Ave Kearney NE 68847</u>	
(Premises legal description will be attached as Attachment A)	
By: <u>Megan Cortez</u>	
	Print Name: <u>Megan Cortez</u>
	Title: <u>Owner</u>

State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/17/25</u> by <u>Megan Cortez</u> the <u>owner</u> of <u>Bar D LLC dba: The Dome Lounge Package Store; more</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u>	Accepted: Endgame West LLC By: <u>Tom Ryer</u> Print Name: <u>Tom Ryer</u> Dated: <u>7/17/25</u>
<u>Kevin A. Vail</u> , Notary	



## RESOLUTION NO. 2025-93

**WHEREAS**, the City of Kearney entered into an Interlocal Cooperation Agreement on July 8, 2025 with City of Omaha; and

**WHEREAS**, Section 6 KENO SALES OUTLET LOCATIONS of the Interlocal Cooperation Agreement requires Endgame West, LLC dba “Big Red Keno” to receive approval of the City Council prior to operating a keno-type lottery from any location within the City of Kearney: and

**WHEREAS**, Endgame West, LLC dba “Big Red Keno,” has requested that 2021 Central Avenue, Kearney Nebraska (Fanatics Sports Bar) be approved as a location to operate a keno-type lottery on behalf of the City of Kearney.

**NOW, THEREFORE, BE IT RESOLVED** by the Vice-President and Council of the City of Kearney, Nebraska, that 2021 Central Avenue, Kearney Nebraska (Fanatics Sports Bar) is hereby approved as a location for Endgame West, LLC dba “Big Red Keno” to operate a keno-type lottery on behalf of the City of Kearney.

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED THIS 22ND DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**RANDY BUSCHKOETTER**  
**VICE-PRESIDENT OF THE COUNCIL**

\_\_\_\_\_  
**PEGGY EYNETICH**  
**CITY CLERK**

**BIG RED KENO****KEARNEY SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between Endgame West LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame West LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Kearney and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

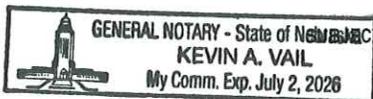
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Sports Fans LLC</u> <u>dba: Fanatics Sports Bar</u> Premises Address: <u>2021 Central Ave</u> <u>Kearney, NE 68547</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>Todd Schirmer</u> Print Name: <u>Todd Schirmer</u> Title: <u>owner</u>
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State of Nebraska, Co. of <u>Buffalo</u> ss: This instrument was acknowledged before me on <u>7/12/25</u> by <u>Todd Schirmer</u> the <u>owner</u> of <u>Sports Fans LLC dba: Fanatics</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u> <small>Name Title Business Name State and Type of Organization Type of Organization</small> <u>Kevin A. Vail</u> Notary	Accepted: Endgame West LLC By: <u>TJR</u> Officer of Endgame West LLC Print Name: <u>Todd Ryan</u> Dated: <u>7/12/25</u>
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TO TERMS ON REVERSE

PS PERSONNEL SERVICES  
SMCS SUPPLIES, MATERIALS, AND CONTRACTUAL SERVICES  
ER EQUIPMENT RENTAL  
CO CAPITAL OUTLAY  
DS DEBT SERVICE

Open Account Claims  
July 22, 2025  
Page 1

Vendor	Amount	Purpose
Nikkila, Jonathan	\$634.64	smcs