

City Council Regular Meeting  
Monday, July 20, 2020 7:00 PM  
City Hall  
715 Front Street

1. Opening Procedures

1. Call to Order

2. Pledge of Allegiance

3. Announcement of Open Meetings Act

1. This is an open meeting of the Gibbon City Council. The City of Gibbon abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed on the north wall of the Council Chambers as required by state law.

4. Roll Call

2. Submittal of Requests for Future Items

1. Individuals who have items for City Council consideration should complete the Request for Future Agenda items form available from the City Clerk or on the City of Gibbon website. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

3. Reserve Time to Speak on Agenda Items

1. This is an opportunity for individual wishing to provide input on any of tonight's agenda items to reserve time to speak. The City Council may take public comments on an agenda item, if it is deemed appropriate, before the Council begins discussion of the agenda item.

#### 4. Presentations and Proclamations

##### 1. Buffalo County Sheriff Department-Contract law Enforcement

1. Report on Monthly Contract Law Enforcement Activities

##### 2. Mayor Report--Deb VanMatre

1. Updated Information on Wood River and Drainage Planning
2. Updated Information on Fire Hall/City Hall Renovation Planning
3. Council Discussion on Memorandum of Understanding Between the City of Gibbon and Two Rivers Public Health Department
4. Report on League of Nebraska Municipalities 2020 Annual Conference and Proposed Amendments to the Articles of Incorporation and Bylaws
5. Information Regarding Appointment of a Committee to Coordinate the Celebration of Gibbon's Sesquicentennial Beginning on April 7, 2021
6. Information Regarding the Council Planning Sessions

##### 3. City Attorney Report--Barry Hemmerling

1. Code Book Update

##### 4. City Administrator Report--Chris Rector

1. Report on City Operations

5. Buffalo County Economic Development Council--Darren Robinson & Marc Willis

1. Redevelopment Contract--Willis Construction, L.L.C.

2. Resolution Authorizing the Redevelopment Contract

6. Bill Kroll/Brian Kroll--Request for the Temporary Closure of Eighth Street to Permit Irrigation of Crops

7. Gibbon Keno--Mike Nevrivy--Addition of Buffalo Chipz as a Keno Sales Outlet

5. Consent Agenda

1. Approval of the Minutes of the June 15, 2020 Council Meeting

2. Approval of Claims for the Month of July

3. Approval of Report of Departments, Boards and Commissions

1. Buffalo County Sheriff Department Report

2. Treatment Plant Report & Water Report

3. Treasurers Report

4. Gibbon Volunteer Fire Department Report

5. Planning Commission Report

1. Building Permit

1. Building Permit 2020-28--Michael Kenton--617 6th Street-Deck
2. Building Permit 2020-29--Sam Walker--Shiers Estates--Single Family House
3. Building Permit 2020-30--Tiffany Morales--323 Kelsey Avenue--Accessory Building
4. Building Permit 2020-31--Lonnie Jurgens Company--615 3rd Street--Single Family House
5. Building Permit 2020-32--Mark & Chantel Stadler--617 3rd Street--Fence & Accessory Building
6. Building Permit 2020-33--Gary & Cheryl Hughes--301 May Avenue--Carport
7. Building Permit 2020-34--Gibbon Packing--218 East Hwy 30--Accessory Building
8. Building Permit 2020-35--Phil & Renae Palazola--411 Lawn Avenue--Fence

#### 6. Library Report

4. GVFD Membership Application--Jacinda Wilkie
5. Reappointment--Planning Commission--Curt Mayo
6. Reappointment--Heritage Center Board--Kevin McGregor

#### 6. Resolution and Motions

1. Consider Motion to Approve Resolution No. 2020-08--League Association of Risk Management 2020-21 Insurance Renewal.

2. Consider Motion to Approve Resolution No 2020-09--Authorizing the Execution, Delivery and Performance of a Redevelopment Contract.
3. Consider Motion to Approve the Redevelopment Contract with Willis Construction, L.L.C.
4. Consider Motion to Approve the Temporary Closing of Eighth Street to Permit Irrigation of Crops by Bill Kroll.
5. Consider Motion to Approve Buffalo Chipz as a Keno Sales Outlet.
6. Consider Motion to Approve the Waiver of Objection on the Notice, Affidavit and Waiver of Lot Split--812 Court Street
7. Consider Motion in Regard to the Memorandum of Understanding Between the City of Gibbon and Two Rivers Public Health Department.

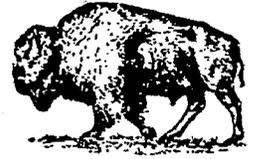
7. Requests and Referrals

8. Other Items

9. Upcoming Council Meetings

1. Council Planning Session will be held on Tuesday, July 28, 2020 at 1:30 p.m.
2. Council Planning Session will be held on Thursday, July 30, 2020 at 6:30 p.m.
3. Next Regular Council Meeting will be held on Monday, August 17, 2020 at 7:00 p.m.

10. Adjourn



BUFFALO COUNTY SHERIFF'S OFFICE  
CONTRACT LAW ENFORCEMENT  
CITY OF GIBBON, NEBRASKA

June 2020

CONTRACTUAL TIME TOTALS

Contractual Law Enforcement Coverage Time	450.00 Hours
Actual Law Enforcement Coverage Time	538.00 Hours
Actual Contract CSO Time	95.25 Hours
Supervisory Law Enforcement Coverage Time	<u>5.00 Hours</u>
<b>Total Law Enforcement Coverage Time</b>	<b>638.50 Hours</b>

PATROL AND ENFORCEMENT

Citations Issued	8
Warnings Issued	20
Violations Issued	3
Accidents Investigated	3

CALLS FOR SERVICE

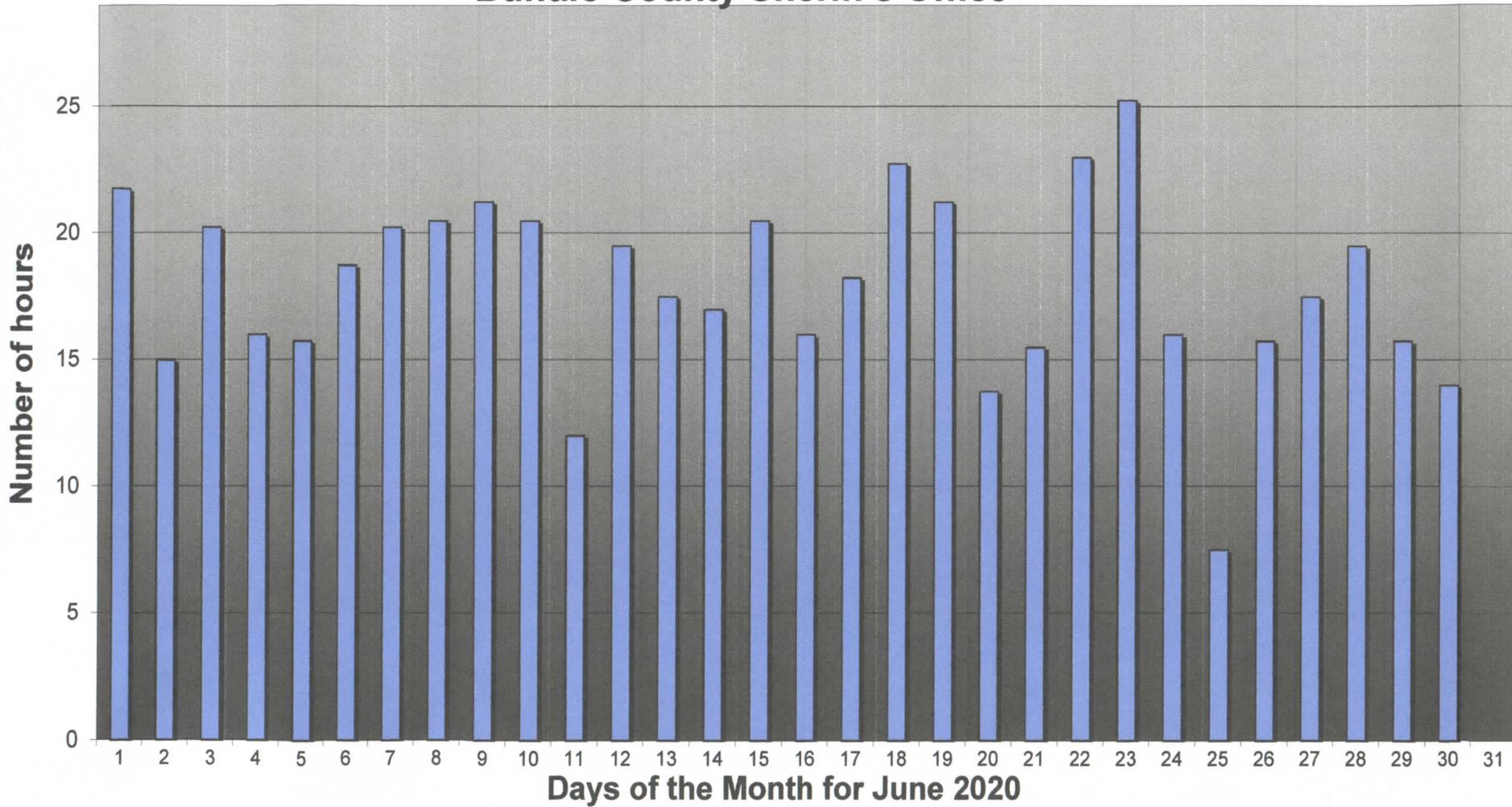
06-01-20	Directed Patrol	1300 Block 7 <sup>th</sup> St
06-01-20	Juvenile Issues	507 Front St.
06-01-20	Fraud	712 West Ave. #6
06-02-20	Barking Dogs	909 3 <sup>rd</sup> St.
06-02-20	Traffic Hazard	304 Center Ave.
06-02-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-02-20	Motor Vehicle Accident	413 1 <sup>st</sup> St.
06-02-20	Mental Health Investigation	509 3 <sup>rd</sup> St.
06-02-20	Suspicious Activity	212 2 <sup>nd</sup> St.
06-03-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-03-20	Civil Dispute	#40 Sun Valley Trlr. Crt.
06-03-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-04-20	Civil Dispute	#40 Sun Valley Trlr. Crt.
06-04-20	Disturbance	712 West Ave.

06-04-20	Civil Dispute	#40 Sun Valley Trlr. Crt.
06-04-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-06-20	Check Welfare	608 Court St.
06-05-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-05-20	Code Violation	212 Woodland Dr.
06-06-20	Abuse/Neglect Investigation	608 Court St.
06-06-20	Medical Call	413 1 <sup>st</sup> St. #104.
06-06-20	Disturbance	515 May Ave.
06-07-20	Abuse/Neglect Investigation	620 Kelsey Ave.
06-08-20	Parking Violation	18 West Ave.
06-08-20	Suspicious Activity	218 Hwy. 30.
06-09-20	Disturbance	904 Hwy. 30.
06-09-20	Check Welfare	17 Labarre St.
06-09-20	Traffic Hazard.	200 Block May Ave.
06-10-20	Motor Vehicle Accident	7 <sup>th</sup> St./Court St.
06-10-20	Directed Patrol	1000 Block River St.
06-10-20	Abuse/Neglect Investigation	202 Kelsey Ave.
06-10-20	Directed Patrol	200 Block Union St.
06-10-20	Directed Patrol	200 Block Beatty St.
06-11-20	Stray Dog	208 Center St.
06-11-20	Foot Patrol	100 Block Labarre St.
06-11-20	Directed Patrol	1000 Block River St.
06-11-20	Code Violation	115 Filer St.
06-12-20	Civil Dispute	714 2 <sup>nd</sup> St.
06-13-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-13-20	Traffic Complaint	300 Block Labarre St.
06-14-20	Civil Dispute	312 Lawn Ave.
06-15-20	Directed Patrol	600 Block Hwy 30
06-15-20	Directed Patrol	700 Block 1 <sup>st</sup> St.
06-15-20	Directed Patrol	300 Block Lawn Ave.
06-15-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-16-20	Check Welfare	1100 River St.
06-16-20	Code Violation	109 Scout Ave.
06-16-20	Code Violation	208 Kelsey Ave.
06-16-20	Check Welfare	916 West Ave.
06-17-20	Disturbance	21 May Ave.
06-17-20	Directed Patrol	900 Block 2 <sup>nd</sup> St.
06-17-20	Parking Violation	201 Kelsey Ave.
06-17-20	Directed Patrol	900 Block 2 <sup>nd</sup> St.
06-18-20	Directed Patrol	200 Block Labarre St.

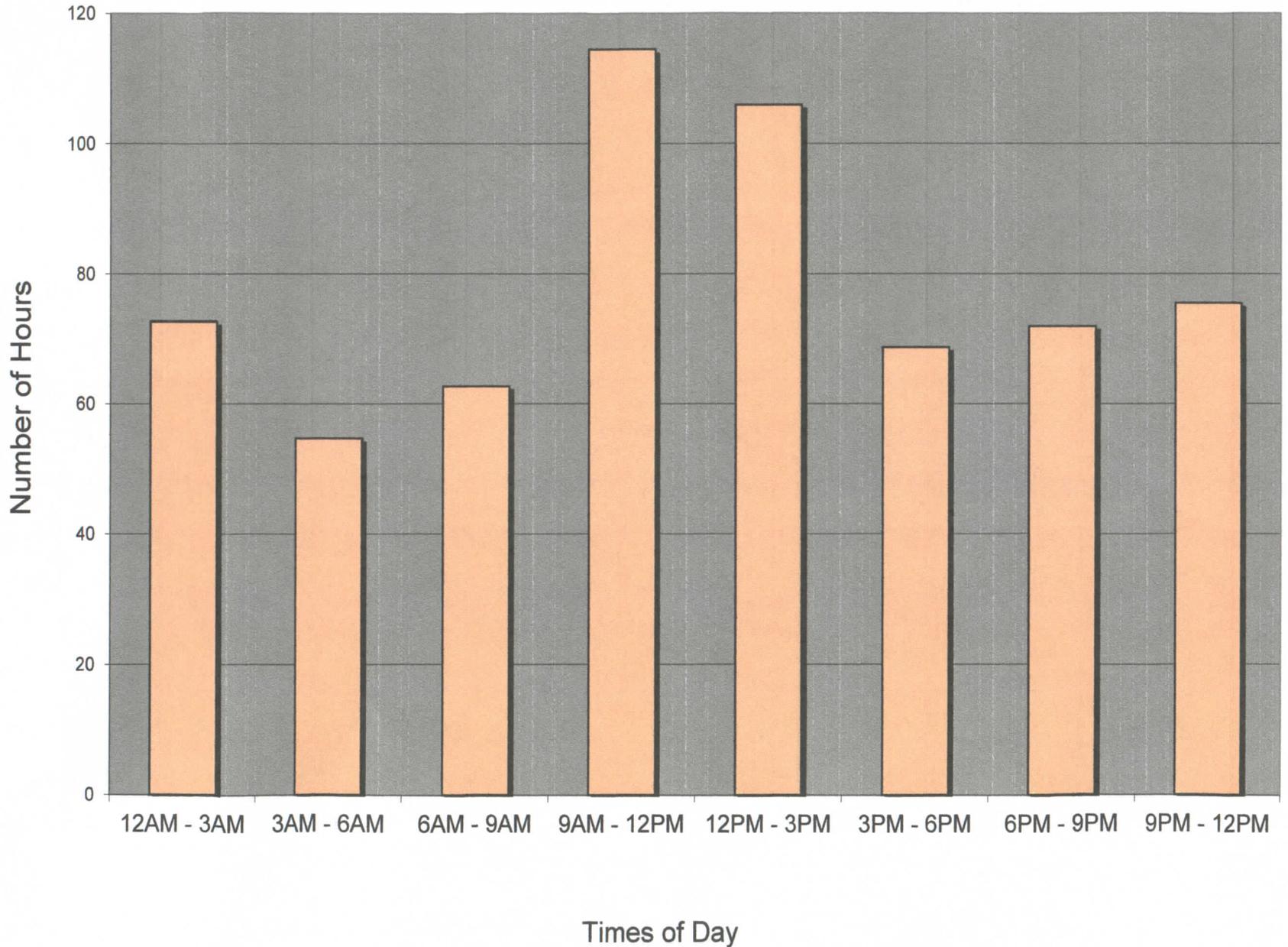
06-18-20	Directed Patrol	200 Block Labarre St.
06-18-20	Directed Patrol	300 Block Labarre St.
06-19-20	Directed Patrol	1000 River St.
06-19-20	Leaving the Scene of an Accident	818 Hwy. 30.
06-19-20	Directed Patrol	900 Block 2 <sup>nd</sup> St.
06-19-20	Disturbance	607 Court St.
06-20-20	Check Premise	1031 Court St.
06-20-20	Directed Patrol	1000 River St.
06-22-20	Directed Patrol	200 Block Labarre St.
06-23-20	Check Welfare	600 Lawn Ave.
06-23-20	Suspicious Activity	621 Court St.
06-23-20	Suspicious Activity	607 Court St.
06-24-20	Suspicious Activity	805 Front St.
06-24-20	Outside Agency Service	1127 Trail Dr.
06-25-20	Code Violation	7 <sup>th</sup> St./West Ave.
06-25-20	Code Violation	201 Kelsey Ave.
06-26-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-26-20	Suspicious Activity	331 Labarre St.
06-27-20	Suspicious Activity	331 Labarre St.
06-27-20	Disturbance	1000 Hwy 30.
06-27-20	Directed Patrol	700 Block 2 <sup>nd</sup> St.
06-27-20	Directed Patrol	300 Labarre St.
06-27-20	Fireworks	10 Block Garfield St.
06-27-20	Fireworks	600 Block West Ave.
06-27-20	Fireworks	600 Block Lawn Ave.
06-27-20	Fireworks	600 Block Court St.
06-28-20	Security Alarm	818 Hwy 30.
06-28-20	D.U.I. Arrest	19 Labarre St.
06-28-20	Check Welfare	601 5 <sup>th</sup> St.
06-29-20	Suspicious Activity	800 Block Park Rd.
06-29-20	Animal – Dog	201 Kelsey Ave.
06-29-20	Traffic Offense	700 Block Court St.
06-29-20	Animal – Dog	400 Block Hwy 30
06-29-20	Foot Patrol	1100 River St.
06-29-20	Fireworks	#26 Sun Valley Trlr. Cr.
06-29-20	Fireworks	#28 L&J Trlr. Cr.
06-30-20	Check Premise	1031 Court St.
06-30-20	Check Premise	1029 Court St.

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## Buffalo County Sheriff's Office

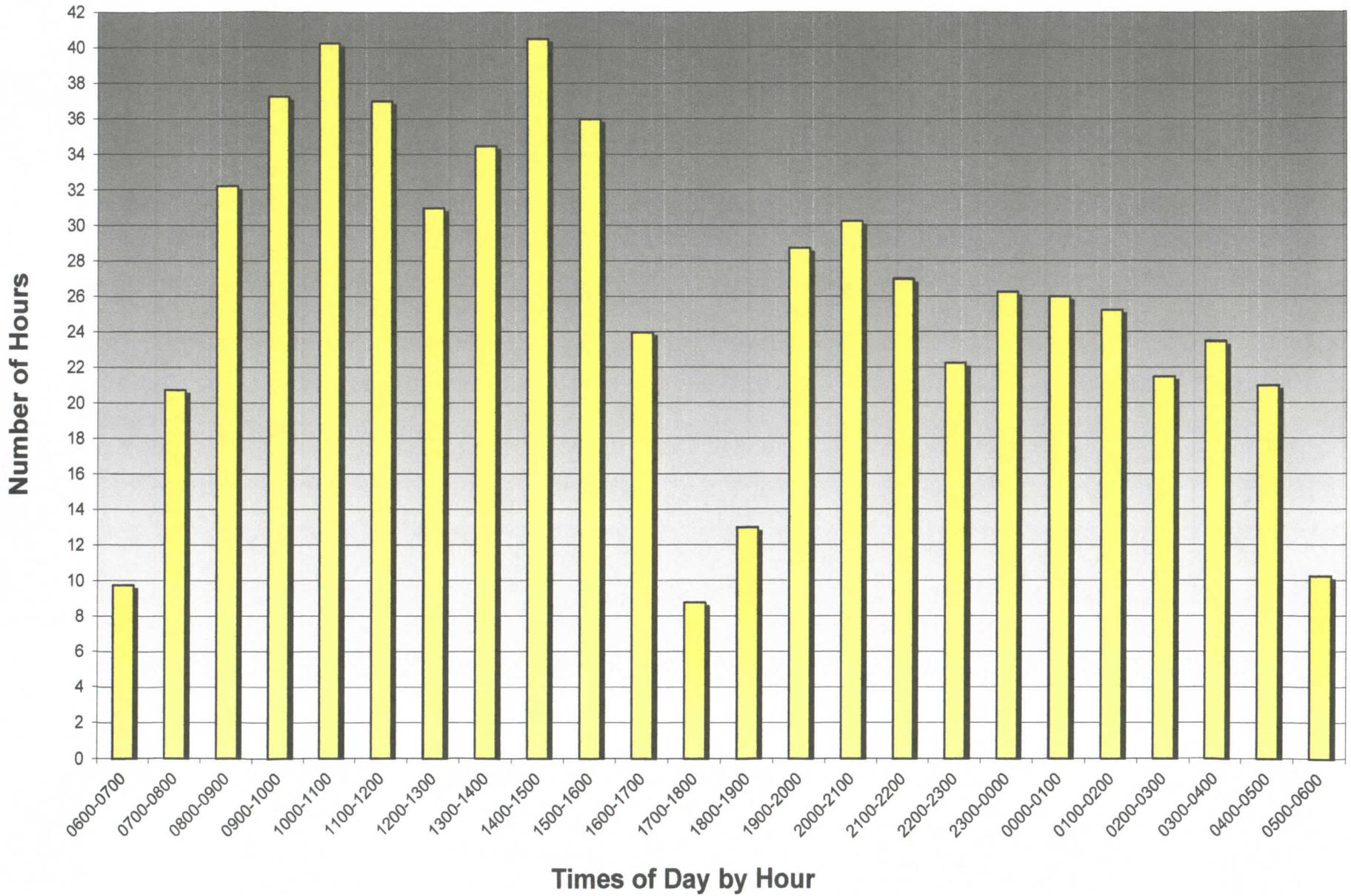


# Buffalo County Sheriff's Office Gibbon Contract Hours



June 2020

# Buffalo County Sheriff's Office Gibbon Contract Hours



June 2020



# Buffalo County Sheriff's Office

Neil A. Miller, Sheriff



## City of Gibbon Calls For Service June, 2020

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/1/2020 9:26:31AM	1330 7TH ST	DIRECTED PATROL
6/1/2020 12:01:18PM	507 FRONT ST	JUVENILE
6/1/2020 12:35:31PM	712-6 WEST AVE	FRAUD
6/2/2020 4:55:15AM	909 3RD ST	ANIMAL
6/2/2020 1:12:22PM	304 CENTER AVE	TRAFFIC HAZARD
6/2/2020 3:06:04PM	1110 TRAIL DR	CIVIL PAPER SERVICE
6/2/2020 3:12:41PM	336 GARFIELD ST	CIVIL PAPER SERVICE
6/2/2020 3:23:22PM	1115-1A2 7TH ST	CIVIL PAPER SERVICE
6/2/2020 3:27:44PM	1203-40 7TH ST	CHECK WELFARE
6/2/2020 3:29:52PM	1503 7TH ST	CIVIL PAPER SERVICE
6/2/2020 3:35:34PM	514 MAY AVE	CIVIL PAPER SERVICE
6/2/2020 3:40:44PM	911 1ST ST	CIVIL PAPER SERVICE
6/2/2020 5:46:48PM	413-129 1ST ST	ACCIDENT NON INJURY
6/2/2020 6:27:31PM	509 3RD ST	CHECK WELFARE
6/2/2020 6:46:27PM	212 2ND ST	SUSPICIOUS ACTIVITY
6/3/2020 1:28:47AM	1000 HWY 30	TRAFFIC STOP
6/3/2020 4:49:02AM	413-114 1ST ST	SUSPICIOUS ACTIVITY
6/3/2020 7:59:42AM	UNION ST/HWY 30	TRAFFIC STOP
6/3/2020 12:01:39PM	1203-40 7TH ST	CIVIL
6/3/2020 2:08:30PM	413-114 1ST ST	FRAUD
6/3/2020 4:46:11PM	1203-40 7TH ST	CIVIL
6/3/2020 8:22:12PM	316 CENTER ST	WARRANT
6/4/2020 8:30:01AM	4 CENTENNIAL DR	FOLLOW UP
6/4/2020 8:39:41AM	506 LAWN AVE	FOLLOW UP
6/4/2020 11:24:57AM	712-6 WEST AVE	FOLLOW UP
6/4/2020 12:33:23PM	712-6 WEST AVE	FOLLOW UP
6/4/2020 1:47:52PM	7 CENTENNIAL DR	CIVIL PAPER SERVICE
6/4/2020 2:54:08PM	1203-40 7TH ST	CIVIL
6/4/2020 3:26:11PM	1203-40 7TH ST	CHECK WELFARE
6/4/2020 8:15:33PM	1203-40 7TH ST	FOLLOW UP
6/5/2020 9:59:49AM	1203-40 7TH ST	CHECK WELFARE
6/5/2020 3:23:26PM	212 WOODLAND DR	CODE VIOLATION
6/5/2020 10:19:27PM	608 COURT ST	CHECK WELFARE
6/6/2020 12:00:38AM	40 SUN VALLEY TRLR CT	FOLLOW UP
6/6/2020 9:34:36AM	405 PINE AVE	CIVIL PAPER SERVICE

7/2/2020  
10:25:21AM

Chief Deputy D. Schleusener

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/6/2020 9:47:45AM	614 HWY 30	CIVIL PAPER SERVICE
6/6/2020 10:41:40AM	608 COURT ST	FOLLOW UP
6/6/2020 5:56:16PM	413-104 1ST ST	FALL
6/6/2020 11:19:02PM	515 MAY AVE	DISTURBANCE
6/7/2020 11:19:10AM	712 WEST AVE	SEX OFFENDER REGISTR\
6/7/2020 10:05:58PM	320 KELSEY AVE	ASSAULT
6/8/2020 6:50:43AM	1000 COURT ST	TRAFFIC STOP
6/8/2020 4:01:20PM	800 HERSHEY ST	FOLLOW UP
6/8/2020 4:06:51PM	18 WEST AVE	PARKING VIOLATION
6/8/2020 6:27:03PM	218 HWY 30	TERRORISTIC THREATS
6/9/2020 8:55:49AM	17 LABARRE ST	CHECK WELFARE
6/9/2020 5:51:36PM	2ND ST/MAY AVE	TRAFFIC HAZARD
6/10/2020 12:51:40AM	676 COURT ST	ACCIDENT NON INJURY
6/10/2020 5:30:31AM	218 HWY 30	TRAFFIC STOP
6/10/2020 9:01:37AM	1100 RIVER ST	DIRECTED PATROL
6/10/2020 11:23:39AM	202 KELSEY AVE	OUTSIDE AGENCY ASSIST
6/10/2020 2:14:49PM	257 UNION ST	DIRECTED PATROL
6/10/2020 5:01:15PM	248 BEATTY ST	DIRECTED PATROL
6/10/2020 8:52:14PM	208 CENTER ST	ANIMAL
6/11/2020 3:37:14AM	102 LABARRE ST	FOOT PATROL
6/11/2020 9:54:35AM	1000 RIVER ST	TRAFFIC STOP
6/11/2020 10:08:02AM	1000 RIVER ST	DIRECTED PATROL
6/11/2020 11:56:06AM	100 COURT ST	TRAFFIC STOP
6/11/2020 1:28:29PM	115 FILER ST	CODE VIOLATION
6/11/2020 2:43:03PM	1115-7 7TH ST	CIVIL PAPER SERVICE
6/11/2020 7:18:51PM	320 KELSEY AVE	FOLLOW UP
6/12/2020 6:29:17PM	113 COURT ST	TRAFFIC STOP
6/12/2020 7:53:13PM	714 2ND ST	CIVIL
6/12/2020 10:58:27PM	1064 RIVER ST	TRAFFIC STOP
6/13/2020 12:53:28PM	110 GILMORE ST	FOLLOW UP
6/13/2020 7:33:34PM	413-114 1ST ST	FRAUD
6/13/2020 8:04:39PM	322 LABARRE ST	TRAFFIC OFFENSE
6/14/2020 5:20:36PM	312 LAWN AVE	CIVIL
6/15/2020 7:09:22AM	614 HWY 30	DIRECTED PATROL
6/15/2020 7:51:42AM	753 1ST ST	DIRECTED PATROL
6/15/2020 10:20:28AM	334 LAWN AVE	DIRECTED PATROL
6/15/2020 4:16:27PM	1203-40 7TH ST	SPECIAL SERVICE
6/16/2020 7:55:54AM	1100 RIVER ST	CHECK WELFARE
6/16/2020 9:07:24AM	109 SCOUT AVE	CODE VIOLATION
6/16/2020 10:47:45AM	208 KELSEY AVE	CODE VIOLATION
6/16/2020 4:56:26PM	916 WEST AVE	CHECK WELFARE
6/16/2020 10:14:43PM	HWY 30/MURNEN AVE	TRAFFIC STOP
6/17/2020 3:27:14AM	21 MAY AVE	CHECK WELFARE

7/2/2020  
10:25:27AM

Chief Deputy D. Schleusener

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/17/2020 8:06:52AM	1000 HWY 30	TRAFFIC STOP
6/17/2020 10:09:23AM	900 2ND ST	DIRECTED PATROL
6/17/2020 10:42:41AM	201 KELSEY AVE	PARKING VIOLATION
6/17/2020 4:45:22PM	900 2ND ST	DIRECTED PATROL
6/17/2020 4:56:48PM	LABARRE ST/7TH ST	TRAFFIC STOP
6/18/2020 7:00:30AM	200 LABARRE ST	DIRECTED PATROL
6/18/2020 5:13:47PM	200 LABARRE ST	DIRECTED PATROL
6/18/2020 5:33:28PM	300 LABARRE ST	DIRECTED PATROL
6/18/2020 9:21:39PM	1030 COURT ST	MOTORIST ASSIST
6/19/2020 11:13:13AM	1000 RIVER ST	DIRECTED PATROL
6/19/2020 12:12:54PM	818 HWY 30	ACCIDENT NON INJURY
6/19/2020 12:47:22PM	312 1ST ST	CIVIL PAPER SERVICE
6/19/2020 3:45:14PM	900 2ND ST	DIRECTED PATROL
6/19/2020 11:53:41PM	607 COURT ST	DISTURBANCE
6/20/2020 2:57:21AM	1031 COURT ST	CHECK PREMISE
6/20/2020 10:33:56AM	409 PINE AVE	CIVIL PAPER SERVICE
6/20/2020 11:13:10AM	1030 COURT ST	CIVIL PAPER SERVICE
6/20/2020 3:27:56PM	1000 RIVER ST	DIRECTED PATROL
6/22/2020 2:49:00AM	HWY 30/GIBBON RD	TRAFFIC STOP
6/22/2020 10:29:51AM	200 LABARRE ST	DIRECTED PATROL
6/23/2020 10:50:08AM	216 SCOUT AVE	FOLLOW UP
6/23/2020 1:34:00PM	600 LAWN AVE	CHECK WELFARE
6/23/2020 2:43:13PM	600 LAWN AVE	FOLLOW UP
6/23/2020 3:35:09PM	600 LAWN AVE	FOLLOW UP
6/23/2020 4:45:38PM	621 COURT ST	SUSPICIOUS ACTIVITY
6/23/2020 6:24:42PM	1002-1 FRONT ST	SEX OFFENDER REGISTRY
6/23/2020 8:42:47PM	607 COURT ST	SUSPICIOUS ACTIVITY
6/24/2020 2:15:30PM	215 HWY 30	CIVIL PAPER SERVICE
6/24/2020 2:48:12PM	810 2ND ST	CIVIL PAPER SERVICE
6/24/2020 2:55:08PM	216 SCOUT AVE	CIVIL PAPER SERVICE
6/24/2020 3:02:40PM	213 LAWN AVE	CIVIL PAPER SERVICE
6/24/2020 3:10:43PM	712-688 WEST AVE	CIVIL PAPER SERVICE
6/24/2020 4:49:09PM	805-5 FRONT ST	SUSPICIOUS ACTIVITY
6/24/2020 11:23:40PM	1127 TRAIL DR	OUTSIDE AGENCY ASSIST
6/25/2020 10:29:40AM	7TH ST/WEST AVE	CODE VIOLATION
6/25/2020 3:25:16PM	201 KELSEY AVE	CODE VIOLATION
6/25/2020 8:43:50PM	HWY 30/PAWNEE RD	VEHICLE FIRE
6/26/2020 11:54:48AM	431-114 1ST ST	SUSPICIOUS ACTIVITY
6/26/2020 5:15:18PM	331 LABARRE ST	SUSPICIOUS ACTIVITY
6/26/2020 6:48:02PM	682 COURT ST	TRAFFIC STOP
6/27/2020 8:59:48AM	331 LABARRE ST	SUSPICIOUS ACTIVITY
6/27/2020 11:43:19AM	712-3 WEST AVE	CIVIL PAPER SERVICE
6/27/2020 11:59:07AM	110 GILMORE ST	CIVIL PAPER SERVICE

7/2/2020  
10:25:27AM

Chief Deputy D. Schleusener

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/27/2020 12:03:15PM	314 KELSEY AVE	CIVIL PAPER SERVICE
6/27/2020 12:08:47PM	201 KELSEY AVE	CIVIL PAPER SERVICE
6/27/2020 3:48:27PM	1000 HWY 30	DISTURBANCE
6/27/2020 8:21:03PM	764 2ND ST	DIRECTED PATROL
6/27/2020 8:26:53PM	838 FRONT ST	TRAFFIC STOP
6/27/2020 8:52:09PM	762 COURT ST	TRAFFIC STOP
6/27/2020 9:09:26PM	300 LABARRE ST	DIRECTED PATROL
6/27/2020 10:11:30PM	73 GARFIELD ST	FIREWORKS
6/27/2020 10:18:33PM	644 WEST AVE	FIREWORKS
6/27/2020 10:24:28PM	673 LAWN AVE	FIREWORKS
6/27/2020 11:42:08PM	600 COURT ST	FIREWORKS
6/28/2020 1:13:08AM	818 HWY 30	SECURITY ALARM
6/28/2020 6:37:13PM	601 5TH ST	CHECK WELFARE
6/29/2020 1:13:34AM	811 PARK RD	SUSPICIOUS ACTIVITY
6/29/2020 7:28:50AM	201 KELSEY AVE	ANIMAL
6/29/2020 10:50:46AM	COURT ST/7TH ST	TRAFFIC OFFENSE
6/29/2020 8:03:03PM	450 HWY 30	ANIMAL
6/29/2020 8:41:49PM	1100 RIVER ST	FOOT PATROL
6/29/2020 10:10:27PM	26 SUN VALLEY TRLR CT	DISTURBANCE
6/29/2020 10:15:47PM	28 L AND J TRLR CT	DISTURBANCE
6/30/2020 1:56:29AM	1031 COURT ST	CHECK PREMISE
6/30/2020 2:23:43AM	1029 COURT ST	CHECK PREMISE
6/30/2020 11:07:15AM	176 FRONT ST	SPECIAL SERVICE

7/2/2020  
10:25:27AM

Chief Deputy D. Schleusener  
Page 4 of 4

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF GIBBON, NEBRASKA

And

TWO RIVERS PUBLIC HEALTH DEPARTMENT

WHEREAS, the Two Rivers Public Health Department (“TRPHD” or the “Department”), pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., is the lead agency responsible for protection of the public with respect to the spread of communicable disease, illness, and poisoning in Buffalo, Dawson, Franklin, Gosper, Harlan, Kearney and Phelps Counties;

WHEREAS, the City of Gibbon, Nebraska (the “Municipality”) desires the assistance of the Department and agrees to give control over the protection of its citizens against the spread of communicable disease, illness, and poisoning to the Department, pursuant to Neb. Rev. Stat. § 71-1635 and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827;

WHEREAS, the Municipality is willing to support and assist the Department in its disease prevention and control efforts, to the extent of the Municipality’s ability to do so;

WHEREAS, the Department is willing to accept control over protecting the Municipality’s citizens against the spread of communicable disease, illness, and poisoning, as set forth in Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq.;

WHEREAS, the Department has enacted regulations, Rules and Regulations for the Prevention of Spread of Communicable Disease, Illness, or Poisoning, pursuant to Neb. Rev. Stat. § 71-501 and 71-1626 et seq., relating to the Department’s authority to order directed health measures necessary to prevent the spread of communicable disease, illness, and poisoning (the “Regulations”);

WHEREAS, the Regulations have been approved by the Nebraska Department of Health and Human Services Regulation and Licensure, and by the Buffalo County Board of Supervisors, the Dawson County Board of County Commissioners, the Franklin County Board of Supervisors, the Gosper County Board of County Commissioners, the Harlan County Board of Supervisors, the Kearney County Board of Supervisors, the Phelps County Board of Supervisors; and

WHEREAS, in order to carry out the understandings of the Municipality and the Department with respect to the Department’s disease prevention and control

efforts, including isolation, quarantine, and other directed health measures within the Municipality, the Municipality and the Department have agreed to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing, the Municipality and the Department agree as follows:

1. Delegation of Disease Prevention and Control Authority by the Municipality. The Municipality hereby delegates control over the protection of its citizens against the spread of communicable disease, illness, and poisoning within the Municipality's jurisdiction by authorizing the Department to enforce the Department's Regulations, including isolation, quarantine, or other directed health measures, within the jurisdiction of the Municipality.
2. Acceptance of Authority by the Department. The Department hereby agrees to accept the control delegated by the Municipality and to enforce its Regulations within the jurisdiction of the Municipality with respect to and for the benefit of the citizens of the City of Gibbon, Nebraska.
3. Further Assistance of the Municipality. The Municipality agrees to assist the Department in the enforcement of the Regulations, to the extent of the Municipality's ability to provide such assistance, and the Municipality agrees that it shall cause its agencies, departments, employees, and officers to take all steps required to fulfill and carry out the purposes of this Memorandum of Understanding.
4. Waiver of Claims and Indemnification. The Municipality and the Department each agree to waive all claims against the other party for any loss, damage, personal injury or death occurring as a result of that party's performance of this Memorandum of Understanding, provided that such claim is not a result of gross negligence or willful misconduct by either party or its respective personnel. The Municipality and the Department further agree to hold the other party harmless and to indemnify and defend the other party and its personnel from any and all claims, demands, liability, losses, suits in law or in equity, which are made by a third party, including reasonable attorneys' fees and costs that may arise from the party's provision of services pursuant to this Memorandum of Understanding.
5. Term. This Memorandum of Understanding will be in effect for a term of one (1) year from the date of the last signature hereto, and will automatically renew for successive one-year terms, unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.
6. Counterparts. This Memorandum of Understanding may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the date set forth below.

Dated this 27 day of March, 2020.

THE CITY OF GIBBON, NEBRASKA.

By: Deborah VanMatre  
Name: Deborah VanMatre  
Title: Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TWO RIVERS PUBLIC HEALTH DEPARTMENT,  
A Political Subdivision of the State of Nebraska.

By: \_\_\_\_\_  
Jeremy Eschliman, Executive Director

# Gibbon Nebraska

July 2020 City Administrator Update

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**Firehall/City Hall** the fire department is finalizing the plans for the east end of the building. Once Rick gets those to me, I will forward on to the architect. Mayor will also give an update on this.

**Keno** numbers were up for June, city revenue was \$3,425.04

**Sales Tax** for June 2020 was \$19,408.85 June of 2019 was \$17,091.45

**Parks Department** was normal activity for the month preparing baseball fields and a lot of mowing and weed eating. We did have a lot of vandalism last week in the restrooms and on the outside of the building at Davis Park.

**Cemetery** fence has been installed we need to have a couple more post made and then have the entry way columns that are in the building painted. Dustin, Miguel and Jacob did a nice job on installing this fence on uneven ground.

**Golf Course** numbers are up and we are seeing an increase in rounds of play. This is good as last year we were down almost 20 percent on rounds of play.

**Housing Development** is moving forward we have a lot split on the agenda for approval for the Willis project as well as the redevelopment contract. The CDA will be meeting at 6:30 on Monday night as well to approve the redevelopment contract before sending on to City Council. Darren will be here from the EDC to answer any questions that may arise.

**Budget** is underway I have met with Susan and we have done the preliminary work, she will plug these numbers in and see where we think we will end the year. I have not increase expenditures significantly for next year as we did not make most of the purchases that we had discussed last year. If there is

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something that you feel needs to be addressed in the budget please let me know and we can plug it in and see what happens.

**Unsafe Building** update, the Rodriguez building is gone. The Sommerfeld property will have to be cleaned out and then an asbestos inspection will have to be done before we can tear it down. We will keep moving forward on this property.

**Code Enforcement** is ongoing we have a couple of vehicles on properties that they city will probably have to remove in the near future.

**Drainage**, the Mayor and I had a meeting with the Union Pacific about drainage provided them with some good information and possible solutions to the problems in Gibbon. I thought the meeting went very well and we were able to put some faces with the names and voices. They say that they will keep us informed of any projects headed this way.

City of Gibbon  
 Community Development Authority  
 Cost-Benefit Analysis  
 Willis Construction, L.L.C.  
 Housing Project  
 Redevelopment Area No. 2  
 (Required by State Statute 18-2113(2))

- (A) Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147.sde

Additional, or incremental, ad valorem real property taxes ("taxes") generated from new real property value created from this Redevelopment Project ("Project") is estimated at \$41,373.82 per year assuming no annual increase in valuation. This would produce approximately \$620,607.28 of new taxes over a fifteen year period. 90 percent (%) of the additional taxes, not to exceed the eligible estimated project costs of \$574,255 will be rebated to the Redeveloper for eligible Project costs. The remaining 10 percent (%) of the additional taxes will be utilized for road and utility infrastructure to support redevelopment area 2. An estimated 100 percent rebate to the Redeveloper and the City will be \$41,373.82 per year assuming no annual increase in valuation. This will produce a total rebate of approximately \$620,607.28. These taxes will be intercepted for fifteen years from their normal distribution to the affected taxing jurisdictions which includes:

Estimated Valuation Increase		\$1,917,667	\$28,765,000
		Annual	15-years
Gibbon City	0.349998	\$6,711.80	\$100,676.94
Gibbon City Bond	0.145	\$2,780.62	\$41,709.26
Gibbon 2	1.023411	\$19,625.62	\$294,384.23
ESU 10	0.015	\$287.65	\$4,314.75
Gibbon 2 Bond	0.158052	\$3,030.91	\$45,463.67
CCC	0.093042	\$1,784.24	\$26,763.54
Central Platte NRD	0.023799	\$456.39	\$6,845.78
County General	0.304838	\$5,845.78	\$87,686.67
County Veterans	0.00014	\$2.68	\$40.27
County-Bond	0.027106	\$519.80	\$7,797.04
Ag Society	0.017122	\$328.34	\$4,925.14
	<b>2.157508</b>	<b>\$41,373.82</b>	<b>\$620,607.28</b>

The estimated public investment of \$620,607.28 in TIF funds will leverage approximately \$2,475,000 in private sector financing, resulting in a private investment of more than \$3.99 for every City TIF dollar spent.

- (B) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project.

It is not anticipated that the Project will have an adverse impact on existing public infrastructure, and will improve existing infrastructure. The Project entails the capture of the incremental tax revenues for eligible public purposes including, but not limited to, site grading, sidewalks at ROW, paving, land acquisition, storm water management, water main, storm sewer, utility services to building, over-excavation as determined in geotechnical report, site paving, finish grading, plantings, irrigation, pedestrian and parking lot lighting, electrical, telecommunication service, power to building, engineering and design fees, geotechnical fees, survey, and legal fees totaling \$574,255.

It is not anticipated that the Project will have any adverse impact on City services, but will generate additional revenue providing support for those services.

- (C) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

The Project will add new housing to the rural community of Gibbon, Nebraska. The project will create opportunities for new individuals and families to relocate to the community which increases available workforce for existing employers. Housing and available workforce is a known limitation in rural communities in Nebraska and Buffalo County. It is not anticipated that the Project will have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the Project. Instead, it is expected to assist in new workforce for employers.

- (D) Impacts on other employers and employees within the city and the immediate area that are located outside of the boundaries of the area of the redevelopment project.

It is unlikely that any negative impacts will accrue to other employers and employees outside of the project area. Rather, it is expected that the redevelopment project will spur other commercial and residential development

in the surrounding portion of Redevelopment Area 2. It is not anticipated that the Project will have an adverse impact on employers and employees of firms locating or expanding outside the boundaries of the area of the Project. Instead, it is expected to assist in new workforce for employers.

- (E) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

The Project will increase business and tax base without an adverse effect on either public or private entities. There will be a material tax shift because of the use of tax increment financing, but there will also be personal property tax and other municipal revenue generated for the immediate benefit of the community. The Project will facilitate the development of blighted and substandard areas in the City, without the incurrence of significant public cost. The Project will also encourage additional private development in and around the Redevelopment Area.

The Project will create tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, this income would not have occurred without the use of TIF.

In addition to new personal property tax revenues, The Project will also contribute to municipal revenues through utility fees, licenses, sales taxes, and other taxes that occur and are paid by consumers in the Redevelopment Area.

REDEVELOPMENT CONTRACT

BETWEEN

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF GIBBON, NEBRASKA

AND

WILLIS CONSTRUCTION, L.L.C.,  
a Nebraska Limited Liability Company,

Effective Date: January 1, 2020

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## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Community Development Agency of the City of Gibbon, Nebraska ("Agency") and Willis Construction, L.L.C., a Nebraska limited liability company ("Redeveloper").

### WITNESSETH:

WHEREAS, Agency is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Gibbon, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Revised Statutes of Nebraska, (Reissue 2012), as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City;

WHEREAS, pursuant to Section 18-2119 of the Act, Agency has solicited proposals for redevelopment of a portion of the redevelopment area included in the Redevelopment Plan, and Redeveloper submitted a redevelopment proposal; and

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a portion of the subject redevelopment area;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

#### Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

- (a) "Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Revised Statutes of Nebraska (Reissue 2012), as amended, and acts amendatory thereof and supplemental thereto.
- (b) "Agency" means the Community Development Agency of the City of Gibbon, Nebraska.
- (c) "City" means the City of Gibbon, Nebraska.
- (d) "Holder" means the holders of TIF Indebtedness issued by the Agency from time to time outstanding.
- (e) "Payment Date" means each May 15 and September 15.
- (f) "Premises" or "Redevelopment Area" means all of that certain real property situated in the City of Gibbon, Buffalo County, Nebraska, which includes the property that is the subject of this Redevelopment Contract, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

- (g) "*Project*" means the improvements to the Premises, as such improvements are described in Exhibit B attached hereto and incorporated herein by this reference.
- (h) "*Project Costs*" means only costs or expenses incurred by Redeveloper or the City to develop, construct, and equip the Project, pursuant to the Act.
- (i) "*Redevelopment Contract*" means this redevelopment contract between the Agency and the Redeveloper with the effective date of January 1, 2020, with respect to the Project.
- (j) "*Redevelopment Plan*" means the Redevelopment Plan, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.
- (k) "*TIF Indebtedness*" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Agency pursuant to Article III hereof and secured in whole or in part by TIF Revenues.
- (l) "*TIF Revenues*" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Agency pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) This Redevelopment Contract shall be interpreted in accordance with and

governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions hereof.

## ARTICLE II

### REPRESENTATIONS

#### Section 2.01 Representations by Agency

Agency makes the following representations and findings:

(a) Agency is a duly organized and validly existing community development agency under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

(c) The Agency has requested proposals for redevelopment of the Redevelopment Area pursuant to section 18-2119 of the Act, and deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening of blight and substandard conditions in the Redevelopment Area.

Section 2.02 Representations and Warranties of Redeveloper.

Redeveloper hereby covenants, warrants and represents to the Agency that:

(a) The Redeveloper is a Nebraska limited liability company and has the power to enter into this Redevelopment Contract and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which Redeveloper is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending, or to the best of Redeveloper's knowledge, threatened, against Redeveloper, or its members, affecting Redeveloper's ability to carry out the development, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Agency, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper, or its members, delivered to the Agency prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper, or its members, and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper, or its members, since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Agency.

(e) All Project Cost estimates provided to the Agency by Redeveloper were provided in good-faith and, to the best of Redeveloper's knowledge and belief, accurately depict the estimated or projected Project Costs and may be relied upon by the Agency for any purpose.

(f) All Project Costs Certifications provided to the Agency by Redeveloper will be provided in good-faith and, to the best of Redeveloper's knowledge and belief, will accurately depict the actual Project Costs and may be relied upon by the Agency for any purpose.

(g) All legal descriptions or Buffalo County Assessor parcel identification

numbers furnished to Agency by Redeveloper were or will be provided in good-faith and, to the best of Redeveloper's knowledge and belief, were or will be accurate and may be relied upon by the Agency for any purpose.

(h) Redeveloper will maintain records of all documents evidencing Project Costs incurred (i.e., receipts, signed contracts, invoices, cancelled checks and all other forms or evidence of payment, etc.) for a period of twenty years after the effective date of this Agreement and will provide the Agency with copies of all such records within thirty (30) days of a written request for the same made by the Agency at anytime before the commencement of that twenty-year period or within that twenty-year period.

(i) Redeveloper will retain copies of all supporting documents associated with the Redevelopment Plan or the Project, whether received by Redeveloper or generated by Redeveloper, for a period of twenty years after the effective date of this Agreement and will provide the Agency with copies of all such records within thirty (30) days of a written request for the same made by the Agency at anytime before the commencement of that twenty-year period or within that twenty-year period. For purposes of this provision, supporting documents include, but are not limited to, any substandard and blighted study conducted in connection with the Redevelopment Plan or the Project, any cost-benefit analysis conducted in connection with the Redevelopment Plan or the Project, and any invoice, receipt, claim or contract received or generated that provides support for receipts or payments associated with the Redevelopment Plan or the Project.

## ARTICLE III

### OBLIGATIONS OF THE Agency

#### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby amends the Redevelopment Plan of the Agency by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this Agreement as provided in Section 18-2147 of the Act. The effective date of this Agreement shall be January 1, 2020.

#### Section 3.02 Issuance of TIF Indebtedness.

The Agency shall pay to Redeveloper on each Payment Date, beginning with the first Payment Date after the effective date specified in Section 3.01 of this Agreement (May 15, 2021), and ending on the Payment Date which is on or before the day which is 15 years from such effective date (September 15, 2035), ninety percent (90%) of the TIF Revenues received by the Agency with respect to the Project from ad valorem taxes which were first delinquent during the period beginning on May 1, 2021, and ending on or before the current Payment Date; provided, however, that in no event shall the total amount paid to Redeveloper exceed the total certified Project Costs. Proceeds of the TIF Indebtedness not issued, loaned or granted to the Redeveloper pursuant to this Redevelopment Contract shall be solely used by the Agency, in its discretion, in carrying out the remainder of the Project, if any, or, in carrying out its purposes under the Act. The Agency may issue additional TIF Indebtedness from time to time in such amounts as it determines can be paid from TIF Revenues in excess of amounts necessary to pay the TIF Indebtedness issued to Redeveloper pursuant to this Section

3.02. Proceeds of such subsequent TIF Indebtedness shall be used by the Agency, in its discretion, in carrying out its purposes under the Act, including completion of this Project.

Section 3.03 Pledge of TIF Revenues.

The Agency hereby pledges the TIF Revenues as security for the TIF Indebtedness. The TIF Indebtedness issued to Redeveloper shall be secured by a first priority pledge of the TIF Revenues. Subsequent TIF Indebtedness shall be secured by a subordinate pledge of the TIF Revenues. TIF Revenues not applied to payment of TIF Indebtedness to Redeveloper in a calendar year pursuant to Section 3.02 hereof are pledged for and shall be applied to fund or repay TIF Indebtedness of the Agency utilized, in its discretion, in carrying out its purposes under the Act, including completion of the Project.

Section 3.04 Creation of Fund.

Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project ; Insurance; Public Use.

(a) Redeveloper will complete the Project identified on Exhibit B hereto by December 31, 2024. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to develop, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and

at such times as may be reasonably requested by the Agency as to the actual Progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Agency a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements, covenants and warranties in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper, or the Redeveloper as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Agency with a Certificate of Insurance evidencing policies as required above, upon the request of the Agency. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to the Agency a certification of Project Costs, after expenditure of such Project Costs, prepared by a certified public accountant or other

person acceptable to Agency. Redeveloper may, at Redeveloper's option, submit one or more partial Project Costs Certifications prior to expenditure of all Project Costs. All Project Costs Certifications shall be subject to review and approval and audit by the Agency. Determinations by the Agency whether costs included in the Project Costs Certification are properly included in Project Costs, as defined in this Agreement, shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 Other Agreements.

Redeveloper will enter into and perform Redeveloper's obligations under such other agreements as are reasonably necessary in connection herewith.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself, its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 – Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$2,475,000.00, by no later than as of January 1, 2025. During the period that any TIF Indebtedness is outstanding, Redeveloper will (1) not protest a real estate property

valuation on the Premises of \$2,475,000.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.06 – Assignment or Conveyance Renders Null and Void.

Redeveloper may convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, only if Redeveloper enters into an agreement with the conveyee, assignee or transferee, which requires said conveyee, assignee or transferee to be bound by Section 4.05 of this Agreement and that prohibits said conveyee, assignee or transferee from protesting any City assessments derived from the work performed by the City for this Project, if any, such as paving, water or sewer assessments or assessments resulting from other improvement districts related to the Project.

Section 4.07– Reimbursement of Costs.

Redeveloper shall pay to the Agency, within 15 days after execution of this Redevelopment Contract, the sum of \$2,000.00 as reimbursement of costs incurred by the Agency in connection with the Redevelopment Plan, the Project, and this Redevelopment Agreement.

## ARTICLE V

### FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

#### Section 5.01 Financing.

Redeveloper shall pay all Project Costs, if any, which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Agency with evidence satisfactory to the Agency that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.

#### Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project, or the Premises, except encumbrances which secure indebtedness incurred to develop, construct and equip the Project or for any other physical improvements to the Premises.

## ARTICLE VI

### DEFAULT, REMEDIES; INDEMNIFICATION

#### Section 6.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, and specifically including Redeveloper's representations and warranties set forth in Section 2.02 hereof, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or

diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of their obligations. Redeveloper specifically waives the defense of statute of limitations as relates to any claim the Agency may pursue to enforce its rights under this Redevelopment Contract.

Section 6.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the Agency, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Agency and the City on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the Agency nor the City shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. To the extent permitted by Nebraska law, the Redeveloper releases the Agency and the City from, agrees that the Agency and the City shall not be liable for, and agrees to indemnify and hold the Agency and the City harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

To the extent permitted by Nebraska law, the Redeveloper will indemnify and

hold each of the Agency and the City and their directors, officers, agents, employees and members of its governing body free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the Buffalo County Register of Deeds with respect to the Premises.

#### Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including, but not limited to, the Act.

#### Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the

Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Agency and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
GIBBON, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

STATE OF NEBRASKA    )  
                                  ) ss:  
COUNTY OF BUFFALO    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary, respectively, of the Community Development Agency of the City of Gibbon, Nebraska, on behalf of the Agency.

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

WILLIS CONSTRUCTION, L.L.C., a Nebraska limited liability company, Redeveloper

\_\_\_\_\_  
Marc A. Willis, Member

\_\_\_\_\_  
Melissa Willis, Member



## EXHIBIT A

### DESCRIPTION OF PREMISES

A tract of land identified by the Buffalo County Assessor's Office as Parcel No. 640057000 and legally described as follows:

A tract of land in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range Fourteen (14) West of the 6<sup>th</sup> P.M., Buffalo County, Nebraska, more particularly described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range 14 West of the 6<sup>th</sup> P.M., thence West parallel to the North Section line 466.69 feet; thence South parallel to the East line of the Northwest  $\frac{1}{4}$  of said Section a distance of 466.69 feet; thence East parallel to the North line of said Section a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest  $\frac{1}{4}$  of said Section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

## EXHIBIT B

### DESCRIPTION OF PROJECT

Use of TIF Revenues generated from the Premises described in Exhibit A, not to exceed the total certified Project Costs, in conjunction with other sources of financing, to develop ten (10) individual single family lots ranging in size from 9,350 square feet to 11,550 square feet, by constructing on each lot a single story residence with a poured concrete basement and foundation with wood framed structures and pre-engineered wood roof structures, each house to include 1,650 square feet of living space, a three car garage, all on the premises described in Exhibit A, to include site development and preparation, demolition or removal of existing buildings, grading and erosion control, onsite infrastructure, paving of streets and public sidewalks, utilities (water, sanitary sewer, electrical and other) and other public improvements related to the same.

**ALLOCATION AGREEMENT AND NOTICE OF PLEDGE OF TAXES**

TO: County Assessor of Buffalo County, Nebraska, and  
County Treasurer of Buffalo County, Nebraska

The City of Gibbon, Nebraska, and the Community Development Agency of the City of Gibbon, Nebraska, hereby agree and give notice as follows:

Pursuant to the provisions of Nebraska Revised Statutes, Sections 18-2147 and 18-2150, notice is hereby given that the Redevelopment Plan adopted by the Community Development Agency of the City of Gibbon, Nebraska, contained a provision that ad valorem tax levied upon real property described below be divided for a period of 15 years from the effective date of the provision, as identified in the project redevelopment contract, as provided in Section 18-2147: a tract of land located in Buffalo County and more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference (the "Premises").

Notice is hereby given of the pledge of such taxes to the payment of bonds, loans, notes, advances of money or indebtedness incurred pursuant to the Agency's approval of the project on \_\_\_\_\_. Pursuant to Section 18-2147, ad valorem taxes levied on such real property in excess of taxes levied on the Premises shall be paid into a special fund of the Agency. The effective date of the provision shall be as set forth in the Redevelopment Contract for the Redevelopment Project, said effective date being January 1, 2020.

Dated: \_\_\_\_\_

**CITY OF GIBBON, NEBRASKA**

\_\_\_\_\_, Mayor

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

**COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GIBBON, NEBRASKA**

\_\_\_\_\_, CHAIRPERSON

ATTEST:

\_\_\_\_\_, SECRETARY

Exhibit 1

GENERAL DESCRIPTION OF PREMISES

A tract of land identified by the Buffalo County Assessor's Office as Parcel No. 640057000 and legally described as follows:

A tract of land in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range Fourteen (14) West of the 6<sup>th</sup> P.M., Buffalo County, Nebraska, more particularly described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range 14 West of the 6<sup>th</sup> P.M., thence West parallel to the North Section line 466.69 feet; thence South parallel to the East line of the Northwest  $\frac{1}{4}$  of said Section a distance of 466.69 feet; thence East parallel to the North line of said Section a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest  $\frac{1}{4}$  of said Section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

**CITY COUNCIL OF THE CITY OF GIBBON, NEBRASKA**

**RESOLUTION NO. 2020-09**

A RESOLUTION OF THE CITY OF GIBBON, NEBRASKA, AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A REDEVELOPMENT CONTRACT, THE INCURRENCE OF DEBT AND APPROVAL OF RELATED ACTIONS.

**WHEREAS**, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2012, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

**WHEREAS**, the City of Gibbon, Nebraska, a municipal corporation (the "City"), has determined it to be desirable to undertake and carry out redevelopment projects in an area of the City which has been determined and declared to be substandard and blighted and in need of redevelopment (the "Redevelopment Area") pursuant to the Act; and

**WHEREAS**, the Community Development Agency of the City of Gibbon, Nebraska (the "Agency"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act ("Redevelopment Plan"), and recommended the Redevelopment Plan to the Planning Commission of the City; and

**WHEREAS**, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations to the Agency, pursuant to Section 18-2114 of the Act; and

**WHEREAS**, in accordance with Section 18-2114 of the Act, the Agency submitted its recommendation, along with the recommendation of the Planning Commission to the City Council; and

**WHEREAS**, following consideration of the recommendations of the Planning Commission and the Agency, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

**WHEREAS**, there has been presented to the City by the Agency for approval, pursuant to and in accordance with Section 18-2119 of the Act, a specific Redevelopment Project within the Redevelopment Plan, along with a specific Project Redevelopment Contract ("Redevelopment Contract"); and

**WHEREAS**, the City Council has determined that the proposed Redevelopment Project would not be economically feasible without the use of tax increment financing; that the proposed Redevelopment Project would not occur in the community without the use of tax increment financing, and; that, having considered the Cost-Benefit Analysis prepared by the Agency in connection with this proposed Redevelopment Project, attached hereto as Exhibit "A", the costs and benefits of the proposed Redevelopment Project have been found to be in the long-term best interests of the community; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City, as expressed in the Redevelopment Plan, to approve and authorize the Redevelopment Project and to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

**NOW, THEREFORE**, be it resolved by the Mayor and City Council of the City of Gibbon, Nebraska, that:

1. The Redevelopment Plan of the City previously approved for the Redevelopment Area, an area located within the corporate limits of the City, is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan, including the Redevelopment Project, identified more specifically in the Redevelopment Contract attached hereto as Exhibit "B" and incorporated herein by this reference, is in conformity with the legislative declarations and determinations set forth in the Act.

2. The City Council hereby determines that the proposed Redevelopment Project would not be economically feasible without the use of tax increment financing; that the proposed Redevelopment Project would not occur in the community without the use of tax increment financing; and the costs and benefits of the proposed Redevelopment Project are found to be in the long-term interests of the community.

3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form presented at this meeting, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith.

4. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in a Redevelopment Project for the benefit of any public body, included or authorized in the Redevelopment Plan, said real property here being more particularly described on Exhibit "A" of the Redevelopment Contract (the "Premises"), shall be divided, for a period not to exceed 15 years after the effective date identified in the Redevelopment Contract attached hereto as Exhibit "A", as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each public body upon the Premises shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on the Premises in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Agency to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds, of loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies.

c. Any interest and penalties due for delinquent taxes shall be paid into the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

5. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Buffalo County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to the Redevelopment Project substantially in the form attached hereto as Exhibit "C" with appropriate insertions.

6. Recognizing that, after the date of this Resolution, circumstances may arise necessitating changes, additions or deletions to the specific legal description of the Redevelopment Project, the Mayor is hereby authorized to make such changes, additions or deletions to the legal description as the Mayor deems reasonable or necessary, together with the authority to execute all documents, certificates or instruments necessary in connection therewith, specifically including the execution of an Amended Redevelopment Contract or an Amended Allocation Agreement and Notice of Pledge of Taxes with respect to the Redevelopment Project.

**IN WITNESS WHEREOF**, the City Council of the City of Gibbon, has passed and adopted this Resolution on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE CITY OF GIBBON,  
NEBRASKA

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

## SALES OUTLET CONTRACTOR AGREEMENT

This Agreement is made and entered into this 20th day of July, 2020, by and between Gibbon Keno, LLC, hereinafter referred to as "Operator", and Buffalo Chipz, Inc., hereinafter referred to as "Contractor."

### RECITALS:

**WHEREAS**, Operator has entered into an exclusive Lottery Operator Agreement with the City of Gibbon, Nebraska, hereinafter referred to as "City", to conduct a keno-type lottery;

**WHEREAS**, Operator has the exclusive right to conduct a keno-type lottery pursuant to that Agreement and desires to establish a sales outlet location for the keno-type lottery pursuant to Nebraska law; and,

**WHEREAS**, Contractor desires to operate a sales outlet location for a keno-type lottery pursuant to Nebraska law; and,

**WHEREAS**, Operator and Contractor desire to enter into an agreement to allow Contractor to operate a sales outlet location for the keno-type lottery,

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

1. **TERM**. This Agreement shall be effective on the date a license to operate the sales outlet location is granted by the State of Nebraska and the game is operational at Contractor's location, and shall continue for one year following the effective date of this Agreement. The Agreement shall automatically renew for successive one year terms unless either party gives written notice to the other of its intent to terminate this Agreement at the conclusion of the then existing term. The notice to terminate shall be in writing and shall be given at least ninety (90) days prior to the conclusion of the then existing term. It is understood that in no event will this Agreement extend beyond the term of the Operator's Lottery Operator Agreement with the City. Notwithstanding any other provision herein to the contrary, Operator shall have the right to terminate this Agreement at any time, without prior notice, if Contractor's sales location fails to generate gross sales from the keno-type lottery operation of at least \$5,000.00 in any calendar month.

2. **LOCATION**. The sales outlet location established under this Agreement shall be located in Gibbon, Nebraska which is operated by Contractor, or at such other location as may be mutually agreed upon in writing by the parties.

3. **OPERATOR'S OBLIGATIONS**. Operator shall be obligated to perform as

follows:

A. **Equipment.** All equipment necessary to conduct the keno-type lottery at the sale outlet location shall be supplied by Operator, other than those set forth in the “Contractor’s Obligations”. The keno equipment shall be installed by Operator. Operator and Contractor have previously discussed anticipated site preparation, and agree that the cost of preparing the location for installation of equipment shall be paid by Contractor which reserves the right to retain any person or entity responsible for such site preparation. No structural alterations in the Contractor's premises shall be made without the consent of the Contractor.

B. **Supplies.** Supplies used at the sale outlet location to conduct the keno-type lottery shall be provided by the Operator to the Contractor, and shall conform in all respects with the standards and specifications of the City and the State of Nebraska for a keno-type lottery. Contractor agrees to keep supplies clean and in an orderly fashion for use by keno customers.

C. **Management.** Operator shall provide the initial training of Contractor's management required to operate the keno-type lottery at Contractor's location. Subsequent employees shall be trained by Contractor. Contractor shall be responsible for the day to day operations of the sales outlet location.

4. **CONTRACTOR'S OBLIGATIONS.** Contractor shall be obligated to perform as follows:

- A. **Compliance with Laws.** Comply with the contract with the City of Gibbon, the laws of the State of Nebraska and the regulations of the Nebraska Department of Revenue in relation to the conducting of keno games and to take all steps necessary to ensure that Contractor's employees also comply. The Contractor agrees to maintain its premises in a clean and sanitary condition, and in conformance with all applicable health and safety laws and regulations.
- B. **Location.** Contractor agrees to provide space to conduct the business of the sales outlet location in Gibbon, Nebraska. Contractor may make future alterations to the location after consultation with the Operator. Contractor agrees to provide, install and wire a minimum of 5 42” flat screen TV’s which will be used exclusively as display monitors for the Optima AV computer to display the keno game. Location of the TV monitors will be mutually agreed upon between the Operator and Contractor.
- C. **Labor.** All employees required to conduct business at the sale outlet location shall be employed by Contractor.
- D. **Marketing.** Contractor shall be entitled to direct all advertising and marketing of the keno-type lottery at the sales outlet location.
- E. **Hours of Operation.** Contractor shall be required to conduct business at the

sales outlet location for a minimum of 50 (fifty) hours each week which shall verified each month by submitting a copy of the computer transaction report.

- F. **Reporting of Big Wins.** Contractor shall be required to report every net win of \$500 or more to the General Manager at Hastings Keno, Inc. located in Hastings, Nebraska by calling Ryan Palabrica at 402-984-5737, or the on duty keno manager at Hastings Keno at 402-834-8111 prior to paying such prize.

5. **COMPENSATION TO CONTRACTOR.** Contractor shall be entitled to 5% (five percent) of the gross proceeds generated by keno writers, and if utilized, 5% (five percent) of the gross proceeds generated by a self service keno kiosk received at the sales outlet location without any deduction for prizes, taxes, or other expenses associated with conducting the keno-type lottery.

6. **HANDLING OF PROCEEDS.** A bank account in the name of Operator and, accessible to both parties, shall be established. Contractor shall place the daily gross proceeds in said account no less than every three days, Saturdays, Sundays and holidays excluded. Each month during the term of this Agreement, Contractor shall provide Operator with a statement setting forth the proceeds. The statement shall set forth the amount due and owing to Operator and Contractor pursuant to the terms of this Agreement. In the event the proceeds held are insufficient to provide the compensation required, Operator will deliver to the bank account the sum necessary to meet the compensation figure. Any payment from either party under this paragraph shall be made within three (3) days after the date of the statement of proceeds described above. Contractor shall establish, with its own funds, a **cash fund of \$2,000** out of which it is able to pay any prizes which exceed the daily gross proceeds. Contractor shall have the right to issue checks upon the account set forth above only for the purpose of paying prizes to winners and to maintain the cash fund at \$2,000. Contractor and Operator shall agree on a method of reporting and accounting for the replenishing of the cash fund.

7. **RECORDS KEEPING AND AUDITING.** Operator and Contractor shall maintain a separate set of records of all operations associated with the keno-type lottery at the sales outlet location on a daily basis. Contractor shall submit to Operator, at least monthly, financial reports of the operation of the keno-type lottery at the sales outlet location. Contractor must store all daily transaction records at a location away from the Sales Outlet location for a period of at least three years. These financial reports shall contain all information related to proceeds received in the month reported. Operator and Contractor shall allow each other to review and examine all books, records, and financial reports relating to operation of the keno-type lottery at the sales outlet location.

8. **LOTTERY OPERATOR AGREEMENT.** The parties agree that the operation of the sales outlet location by Contractor shall in all respects comply with the terms and provisions of the Lottery Operator Agreement entered into between Operator

and the City together with any amendment to that Agreement. Contractor shall have the right to terminate this Agreement as hereinafter provided in the event an amendment to the Lottery Operator Agreement substantially and adversely alters the rights or responsibilities of Contractor under this Agreement.

9. **CONCESSIONS.** Contractor shall continue to operate all other business interests of Contractor at the sale outlet location and Operator shall have no right to or interest in those other business operations of Contractor.

10. **ASSIGNABILITY.** The parties agree that all rights and obligations under this contract are personal to the parties and neither this contract nor any rights or obligations hereunder may be assigned, transferred, or subcontracted by Contractor without the prior written consent of Operator and City.

11. **DEFAULT.** The Contractor will be deemed to be in default of this Agreement upon the happening of any of the following events:

- A. Insolvency of the Contractor.
- B. The filing of a petition in bankruptcy by the Contractor.
- C. The conviction of the Contractor, or any person owning at least 10 % equity ownership in the business of the Contractor, of a felony relating to the honesty or trustworthiness of the Contractor, or such other person, in performance of this Agreement.
- D. The interruption or cessation of operations at the sales outlet location for:
  - (1) A continuous period of seven (7) days without prior written consent of Operator; or
  - (2) Twenty-one (21) days of interruption accumulated during any six (6) month period without prior written consent of Operator;
- E. Any breach of this Agreement.

12. **REMEDIES.** In the event of any breach of this Agreement, and in addition to all remedies available under this Agreement, at law or in equity, either party shall be entitled to affirmative or negative injunctive relief.

13. **TERMINATION.** Either party may terminate this Agreement for any reason at the end of any term, by giving the other written notice of its intent to terminate. Such notice must be given at least ninety (90) days prior to the end of the then existing term, all as provided in paragraph 1 above. In the event of a breach of this Agreement, either party

may terminate this Agreement upon thirty (30) days written notice of breach of this Agreement to the other. The party alleged to have breached this Agreement shall have the right to cure such breach within the thirty (30) day period.

14. **INSPECTION.** Operator reserves the right to inspect the sales outlet location at any time in order to assure the quality of the keno-type lottery.

15. **CONTINGENCIES.** This Agreement is contingent upon approval of the City and issuance of the license to operate a sales outlet location by the State of Nebraska. Notwithstanding any other provision regarding termination, this Agreement shall terminate immediately in the event Contractor's license is revoked by the State.

16. **INSURANCE.** The Contractor shall carry and certify to the Operator: (1), Public Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence with the Operator being named as an additional insured thereunder; (2) Property Coverage against perils of loss designated as "special form", for no less than eighty percent (80%) of the fair market value, upon Contractor's personal property located at the sales outlet; and (3) Worker's Compensation and Employers Liability for any employees other than employees exempt from such coverage.

17. **AGENCY RELATIONSHIP.** Contractor shall be considered the sole agent of Operator in the performance of this Agreement. It is understood that all matters involving employees of the Contractor are the sole responsibility of the Contractor and Contractor agrees to indemnify and hold Operator harmless from any claims of any kind made by any employee of the Contractor.

18. **CONFLICT OF INTEREST.** Contractor shall not operate any other keno-type lottery within Buffalo County, Nebraska without the prior written consent of Operator and City.

19. **CONSTRUCTION.** This Agreement shall be governed by the laws of the State of Nebraska and incorporates the entire understanding of the parties. It may not be modified except in writing signed by both parties and approved by the City.

20. **WAIVER.** No waiver by either party to this Agreement at any time of any breach by the other party or of compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

21. **NOTICES.** Any notices or payments required hereunder shall be deemed given or made upon its deposit in the United States mail, postage prepaid, addressed as follows:  
m

A. To the Contractor:  
Buffalo Chipz, Inc.  
James Shiers-Owner  
1029 Court Street  
Gibbon, NE 68840

B. To the Operator:  
Michael J. Nevriy  
Gibbon Keno, LLC  
P.O. Box 1001  
Hastings, NE 68902-1001

**IN WITNESS WHEREOF**, the Operator and the Contractor have executed this Agreement on the date first written above.

GIBBON KENO, LLC  
OPERATOR

By: \_\_\_\_\_  
Michael J. Nevriy- President

BUFFALO CHIPZ, INC.  
CONTRACTOR

By: \_\_\_\_\_  
James Shiers-Owner

**MINUTE RECORD**  
**GIBBON CITY COUNCIL**  
Monday, June 15, 2020

The Gibbon City Council, Buffalo County, Nebraska met in open public session at 7:00 p.m. at City Hall on Monday, June 15, 2020. Notice of the meeting was given in The Shelton Clipper on June 11, 2020 and by posting at Gibbon City Hall, Gibbon Post Office and Adam's Corner Market.

Mayor Deb VanMatre called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited. The Open Meetings Notice is posted on the north wall of the Council Chambers. The City of Gibbon abides by the Open Meetings Act in conducting business.

Roll Call: Jeff Burmood: Present  
Bob Krier: Present  
Leon Stall: Present  
Derrick Clevenger: Present  
Present: 4: Absent: 0

Submittal of Requests for Future Items: None

Reserve Time to Speak on Agenda Items: Ron Robinson requested time to speak on the Workforce Housing Incentive Plan agenda item.

**Presentations and Proclamations:**

Buffalo County Sheriff Department— Captain Bob Anderson: Captain Anderson reported that last month was a busy month. The staff was following social distancing regulations with the COVID-19 during this time so many of the in-person contacts that would normally be made was done by other means. The department is down a few deputies at this time. They have discussed with the department and will be addressing loud parties, noise complaints, dogs, and compliance issues. They have addressed communication between the different shifts and staff. With the anticipated health measures being lifted there will be more citizens getting back to normal activities. They will be going into the busy time of year with outside activities.

Mayor Report—Deb VanMatre: The Mayor reported that the Mayor, City Administrator and City Clerk met with the City Council on June 1, 2020 and June 10, 2020. The Council shared their individual concerns, perceptions and ideas and the Mayor, Administrator and Clerk provided feedback to the Council. The plan is to schedule an orientation session with some of our partners such as the Buffalo County Sheriff Department and the Buffalo County Development Council followed by a strategic planning session to set goals for the upcoming fiscal year.

The Mayor gave an update on the city operations due to COVID-19. We entered Phase 2 of the DHM's on May 22, 2020 which eased several of the previous restrictions. Effective June 1, 2020 restrictions on our parks and golf course were lifted which included playground equipment and golf leagues, subject to social distancing restrictions. Use of the ballfields was opened to the Gibbon Ball Association and American Legion teams, subject to their organizations' agreement to follow the DHM's as well as provide waivers from all participants. As of June 22, 2020, we will be entering Phase 3, which eases more of the current restrictions. Parades, dances, and beer gardens remain prohibited in this phase, which would affect the upcoming Chamber 4<sup>th</sup> of July parade plans and the Fire Department's August event. However, the Governor has release guidelines for Phase 4, which would accommodate these events with restrictions. The timeline for implementation of Phase 4 has not been determined. At the May meeting the council approved the recommendation to not open the swimming pool for the 2020 season. Since then other communities have decided to open their pools. We will not be opening the pool based on the following considerations: ability to hire qualified staff, adequately preparing the pool for operation, current use of the facility by the volunteer fire department to shower and sanitize equipment in the event they have a COVID-19 infected transport, and our insurance provider does not recommend opening. With the social distancing in place, the minimum square footage per person requirement and other DHM's we would need to follow such as no pool toys, no slide or diving board use, no benches or chairs on pool deck and the need to have sanitation times during the day.

Mayor VanMatre reported on flood mitigation and drainage. We had a 9-inch rain event with no problems with flooding. We had to block off the bottom of the overpass for a time which is not unusual. We did clear our portion of the Wood River. There have been pictures of some blockage to the west of our shop on the Wood River however it is the property owner's responsibility for clearance as the city does not have jurisdiction on the river.

The Fire Hall/City Hall project is moving forward. After meeting with representatives of the fire department we believe to have a workable plan that would benefit the department, city and community.

City Attorney—Barry Hemmerling: Mr. Hemmerling reported the company which we are working with on updating the municipal code book has responded back acknowledging the issues with the new book. He also reported the abatement on the nuisance properties will be moving forward as the certified letters were signed for by the property owners.

City Administrator—Chris Rector: Chris reported on city operations. There was no report on Keno as they have not sent us the information. It will only be for a partial month since the outlet just recently reopened. Sales tax for May 2020 was \$23,986.95 compared to May 2019 at \$19,004.72. The parks department replaced the roof on the concession stand at Davis Park. They still need to do the soffit and fascia. The contractor is to start painting the building at Rosen Park. The park rest rooms are being cleaned twice daily and the playground equipment is being disinfected daily. The street department is painting curbs and getting prepared for the July 4<sup>th</sup> festivities. Once done with that they will go out to the cemetery to help install the fence. The cemetery fence footings are in process of being installed. The statue in the Babyland area is being repaired as the outer coating was starting to come off. The golf course is back to normal business operations with limited occupancy. We will be moving forward on the demolition on the abated properties. There are a couple of properties that are getting things cleaned up and stuff hauled off. Clean up day is scheduled for Saturday, June 27<sup>th</sup>. Contact has been made with Union Pacific Rail Road on the drainage again and he is hoping to have a meeting in July to see if we can get something done before we have any more issues.

Chris informed the council there will be some changes coming from the state in the near future for testing and allowable limits for manganese in the water. We have one well that is high and will most likely have to shut down. We will need to start looking for another well field or treatment system or both. This will be an expensive project no matter what route is chosen.

City Treasurer Report—Susan Tonniges: Susan reported on the monthly financial activities for the city. She went over the May reports. A large expense for the month was the purchase of the backhoe which was divided between the funds that use that piece of equipment. She has begun working on the budget with Chris.

Nebraska Department of Economic Development—Kelly Gewecke: Kelly, who is the program coordinator, recognized the City of Gibbon and presented city officials with a Leadership Certified Community Certificate. Gibbon is one of 28 Nebraska communities to qualify for the LCC program, which was created in 2011 to help municipalities adapt to ongoing changes and opportunities in economic development. Certified communities must demonstrate an understanding for and preparedness in strategic planning and display readiness in technological development to help new and existing businesses grow. Qualifying LCCs earn status in the program for five years, and are required to maintain community websites to market local development, which may include information on available sites and buildings and regional employment opportunities. Mayor VanMatre thanked Kelsey Knehans with Buffalo County Economic Development, and Chris Rector and Pam Rasmussen for their help in achieving this certification.

Buffalo County Economic Development Council—Darren Robinson: Mr. Robinson went over workforce housing and how LB 496 amended the Nebraska Community Development law by allowing tax increment financing (TIF) to be used for the construction of new workforce housing and rehabilitation costs exceeding 50% of assessed valuation on residential workforce housing units. Darren went over the steps to adopt a Workforce Housing Incentive Plan and the benefits of adopting this plan as there is a demonstrated housing need in the City of Gibbon.

#### Public Hearings:

A motion was made at 7:42 p.m. by Stall to open the hearing on Gibbon Workforce Housing Incentive Plan, seconded by Burmood.

Leon Stall: Yea; Jeff Burmood: Yea; Derrick Clevenger: Yea; Bob Krier: Yea  
Yea: 4; Nay: 0 Motion Carried.

The hearing was held to hear any support, opposition, criticism, suggestions or observations of the public to the passage of the Gibbon Workforce Housing Incentive Plan. The Mayor asked if there were any comments and one citizen asked for clarification.

A motion was made by Stall to close the hearing at 7:46 p.m., seconded by Burmood.

Leon Stall: Yea; Jeff Burmood: Yea; Bob Krier: Yea; Derrick Clevenger: Yea  
Yea: 4; Nay: 0 Motion Carried.

A motion was made at 7:46 p.m. by Stall to open the hearing on the Preliminary Plat & Final Plat Proposed for the Jurgen's River Subdivision, seconded by Burmood.

Leon Stall: Yea; Jeff Burmood: Yea; Bob Krier: Yea; Derrick Clevenger: Yea;  
Yea: 4; Nay: 0 Motion Carried.

The hearing was held to hear any support, opposition, criticism, suggestions or observations of the public to the passage of the Preliminary Plate & Final Plat Proposed for the Jurgen's River Subdivision. Chris Rector

stated the Planning Commission made note that prior to any further development the bridge on Murnen Street and River Street would need to be replaced. The Mayor asked if there were any comments and one citizen asked about the sewer system in the subdivision. It was explained they are not on city services as they are out of city limits however are within the city's jurisdiction.

A motion was made by Stall to close the hearing at 7:51 p.m., seconded by Clevenger.

Leon Stall: Yea; Derrick Clevenger: Yea; Bob Krier: Yea; Jeff Burmood: Yea

Yea: 4; Nay: 0 Motion Carried.

A motion was made at 7:51 p.m. by Clevenger to open the hearing on the Preliminary Plat & Final Plat for Proposed Shiers Estate Third, seconded by Stall.

The hearing was held to hear any support, opposition, criticism, suggestions or observations of the public to the passage of the Preliminary Plat & Final Plat for Proposed Shiers Estate Third. Chris Rector stated even though the streets in the subdivision are county compliant the county would not maintain them. The Mayor asked if there were any comments, there were none.

A motion was made by Clevenger to close the hearing at 7:55 p.m., seconded by Stall.

Derrick Clevenger: Yea; Leon Stall: Yea; Bob Krier: Yea; Jeff Burmood: Yea

Yea: 4; Nay: 0 Motion Carried.

#### Consent Agenda:

A motion was made by Leon Stall to approve the Consent Agenda, seconded by Bob Krier.

Leon Stall: Yea; Bob Krier: Yea; Derrick Clevenger: Yea; Jeff Burmood: Yea

Yea: 4 Nay: 0 Motion carried.

The items approved in the Consent Agenda are as follows:

Minutes of the May 18, 2020 Regular Council Meeting

Minutes of the June 1, 2020 Work Session

Minutes of the June 10, 2020 Work Session

Claims for the Month of June

Buffalo County Sheriff Department Report

Treatment Plant Report & Water Report

Treasurers Report

Gibbon Volunteer Fire Department Report

Planning Commission Report

Building Permit # 2020-18—Dale McCall-1020 1<sup>st</sup> Street-Fence

Building Permit # 2020-19—Barbara Buescher—300 May Avenue—Accessory Building

Building Permit # 2020-20—Cy Rayburn—500 River Street-Fence

Building Permit # 2020-21—Xavier Portillo—14 West Avenue—Fence

Building Permit #2020-22—Jackson Peterson—910 West Avenue—Fence

Building Permit # 2020-23—Heather Babbitt & Eric Schade—912 West Avenue—Fence

Building Permit # 2020-24—Dan & Melody Rockefeller—508 1<sup>st</sup> Street-Residential Addition

Building Permit # 2020-25—Brad & Jennifer Samuelson—1016 2<sup>nd</sup> Street—Residential Addition

Building Permit # 2020-26—Shannon Slagle—208 Center Street—Residential Addition

Building Permit # 2020-27—Jason Tracy—1325 8<sup>th</sup> Street—Residential Addition

Library Report

Cemetery Report

#### Resolutions and Motions:

A motion was made by Derrick Clevenger to approve Resolution No. 2020-04 Workforce Housing Incentive Plan for the Municipality of Gibbon, Nebraska Pursuant to the Nebraska Community Development Law, second by Jeff Burmood.

Resolution No. 2020-04 Workforce Housing Incentive Plan for the Municipality of Gibbon, Nebraska Pursuant to the Nebraska Community Development Law

WHEREAS, the 2018 Nebraska Legislature passed Legislative Bill 496 (the "Bill") which amended the Nebraska Community Development Law (the "Act"). The Bill was signed by the Governor in May of 2018. Before the Bill was passed, TIF was generally limited to pay costs of site purchase, utility extension, public infrastructure, sidewalks, planning and certain rehabilitation expenditures. The Bill, among other items, provided that tax increment financing (TIF) may be used for the actual construction of new workforce housing and rehabilitation costs exceeding 50% of assessed valuation on residential workforce housing units.

WHEREAS, prior to utilizing TIF for workforce housing, the City must (a) receive a housing study within the last 24 months and (b) hold a hearing on an incentive plan for the use of TIF for workforce housing.

WHEREAS, "workforce housing" means:(a) Housing that meets the needs of today's working families; (b) Housing that is attractive to new residents considering relocation to a rural community; (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the

Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;(d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and (e) Upper-story housing. §18-2103 (32) R.R.S.

WHEREAS, "rural community" means any municipality in a county with a population of fewer than one hundred thousand inhabitants as determined by the most recent federal decennial census. The Buffalo County 2010 Census indicates a population of 46,102. §18-2103 (30) R.R.S.

WHEREAS, in 2020, the City of Gibbon (the "City") received a housing study entitled "Gibbon Area 2020 Housing Study by Five Rule Rural Planning" (the "Study"). The Study determined that: Incomes in the 68840 area are keeping pace with home values; however, both increased by more than 10% in a 6-year period. Employers will eventually struggle to keep up with steep climbing labor costs. These climbs suggest a lack in the supply of labor as well as a lack in the supply of homes for that labor. Maintaining the labor cost will require the recruitment of more labor to the area which will in turn require an increase in homes.

Separately, in the 2016 Comprehensive plan participants indicated that housing was greatly needed for middle income families. The 2016 comprehensive plan identified: Action strategy 1.1.2 promote infill residential development; Action strategy 1.1.3 promote future multifamily residential development; Action 2.2.2 promote two-story commercial buildings in the downtown targeting upper story housing; and Action strategy 1.1.1 develop up to 74 new housing units in Gibbon during the next 10 years.

Furthermore, in 2019, city officials and community members participated in a strategic planning session. A lack of buildable lots that would support residential expansion was identified as an obstacle for growth for the city. In the 2019 Strategic Plan – housing lot development was one of four key projects identified for fiscal years 2021-2024.

In summary, future residential development in and around the City of Gibbon should be of a high priority to the community.

WHEREAS, the law requires that a workforce housing incentive plan be necessary to prevent the spread of blight and substandard conditions within the municipality, promote additional safe and suitable housing for individuals and families employed in the municipality, and will not result in the unjust enrichment of any individual or company.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Gibbon, Nebraska, that:

1. It has received a housing study which is current within twenty-four months of the date of this Resolution;
2. It has prepared an incentive plan for construction of housing in the municipality of Gibbon, Nebraska, targeted to house existing or new workers "(the Workforce Housing Incentive Plan");
3. This Workforce Housing Incentive Plan shall be effective for the City of Gibbon, Nebraska, until modified pursuant to the Act.
4. This Workforce Housing Incentive Plan is necessary to prevent the spread of blight and substandard conditions within the municipality, promote additional safe and suitable housing for individuals and families employed in the municipality, and will not result in the unjust enrichment of any individual or company.
5. TIF for workforce housing for each project is to be implemented pursuant to a redevelopment plan recommended by the Gibbon Community Development Authority (CDA), and approved after hearing by the Gibbon City Council pursuant to the Act.
  - The City of Gibbon, Nebraska General and Redevelopment Plan Area #1 dated January, 2016 identified: Promote the development of new commercial and industrial entities along the Highway 30 Corridor, combined with a local initiative to promote housing development as identified in the Future Land Use Map.
  - The City of Gibbon, Nebraska Redevelopment Plan Area #2 dated October 19, 2018 identified: For the purpose of this report, primary redevelopment projects include the development of single family residential, multifamily residential and elderly living units. The specific Redevelopment Plan for Redevelopment Study Area #2 should be amended on an as-needed basis to ensure and promote the development of this area in a comprehensive way.
6. This Workforce Housing Incentive Plan is intended to incent development of workforce housing that supports current and prospective employees of local and area businesses and public service corporations. IT IS NOT INTENDED AND WILL NOT BE USED TO CONSTRUCT HIGHER END HOMES OR CUSTOM-BUILT HOMES.
7. All redevelopment contracts between the CDA and a redeveloper providing TIF benefits for workforce housing will be negotiated on a case by case basis with TIF incentives to be determined by the CDA, and approved by the City Council, in amounts required to accomplish the goal of incenting the development of safe and decent workforce housing in the City of Gibbon. The CDA shall document and shall only agree to provide TIF benefits

to a redeveloper seeking TIF for workforce housing after a determination is made by the CDA that the project is consistent with the requirements of the Community Development Law, as amended from time to time, the applicable redevelopment plan and this Workforce Housing Incentive Plan, as well after a determination is made that the project will not result in the unjust enrichment of any individual or company. In each redevelopment contract for workforce housing, the CDA shall set standards appropriate for each workforce housing development project related to residence or apartment size, construction standards, costs and rental rates.

Derrick Clevenger: Yea; Jeff Burmood: Yea; Leon Stall: Yea; Bob Krier: Yea  
Yea: 4; Nay 0 Motion carried.

A motion was made by Jeff Burmood to approve Resolution No. 2020-05 Preliminary Plat for the Jurgen's River Subdivision, seconded by Leon Stall.

RESOLUTION OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA to approve the preliminary plat for the Jurgen's River Subdivision.

WHEREAS, the owner of:

A part of the North Half of the Northeast Quarter (N ½ NE ¼) and part of Tax Lot Twenty-two (22) In Section Thirteen (13), Township Nine (9) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska

Has submitted a preliminary plat for the creation of Jurgen's River Subdivision and the Planning Commission has recommended said preliminary plat be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIBBON, NEBRASKA, that the preliminary plat for Jurgen's River Subdivision be approved and that the owner proceed with the preparation of the final plat.

Jeff Burmood: Yea; Leon Stall: Yea; Bob Krier: Yea; Derrick Clevenger: Yea  
Yea: 4; Nay 0 Motion carried.

A motion was made by Derrick Clevenger to approve Resolution No. 2020-06 Preliminary Plat for Shiers Estates Third, seconded by Leon Stall.

RESOLUTION OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA to approve the preliminary plat for the Shiers Estates Third.

WHEREAS, the owner of:

A part of the North ½ of the Northwest ¼ of Section 23, Township 9 North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska

Has submitted a preliminary plat for the creation of Shiers Estates Third and the Planning Commission has recommended said preliminary plat be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIBBON, NEBRASKA, that the preliminary plat for Shiers Estates Third be approved and that the owner proceed with the preparation of the final plat.

Derrick Clevenger: Yea; Leon Stall: Yea; Jeff Burmood: Yea; Bob Krier: Yea  
Yea: 4; Nay 0 Motion carried.

A motion was made by Jeff Burmood to approve Resolution No. 2020-07 Resolution Temporarily Closing Public Right-of-Way for Gibbon Chamber 4<sup>th</sup> of July Parade, seconded by Leon Stall.

RESOLUTION TEMPORARILY CLOSING PUBLIC RIGHT-OF-WAY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIBBON, NEBRASKA that the following streets, which constitute the parade route for the Fourth of July Parade, will be closed to vehicular traffic from 8:00 a.m. to 12:00 p.m. on July 4, 2020 as follows:

On 4<sup>th</sup> Street from Rosen Park east to Lawn Avenue, thence north on Lawn Avenue to 2<sup>nd</sup> Street, thence east on 2<sup>nd</sup> Street to West Avenue, thence north on West Avenue to Front Street, thence East on Front Street to LaBarre Street, thence south on LaBarre Street to 7<sup>th</sup> Street, thence west on 7<sup>th</sup> Street to Pine Avenue.

Jeff Burmood: Yea; Leon Stall: Yea; Bob Krier: Yea; Derrick Clevenger: Yea  
Yea: 4; Nay 0 Motion carried.

A motion was made by Derrick Clevenger to approve the recommendation of the Community Development Agency (CDA) for the allocation and drafting of the Redevelopment Contract subject to final approval with B & C Estates for public infrastructure, seconded by Leon Stall.

Derrick Clevenger: Yea; Leon Stall: Yea; Bob Krier: Yea; Jeff Burmood: Yea

Yea: 4; Nay 0 Motion carried.

Ordinances:

Ordinance No. 616—Final Plat of Jurgen's River Subdivision

AN ORDINANCE OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA, APPROVING THE FINAL PLAT OF JURGEN'S RIVER SUBDIVISION.

Council Member Leon Stall introduced Ordinance No. 616 entitled: AN ORDINANCE OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA, APPROVING THE FINAL PLAT OF JURGEN'S RIVER SUBDIVISION and moved that the statutory rule requiring reading on three different days be suspended. Council member Derrick Clevenger seconded the motion to suspend the rule.

Leon Stall: Yea; Derrick Clevenger: Yea; Jeff Burmood: Yea; Bob Krier: Yea

Yea: 4; Nay: 0 Motion carried.

Said Ordinance No. 616 was then read by title and thereafter Council Member Bob Krier moved for final passage of the Ordinance, which motion was seconded by Council Member Leon Stall. The Mayor then stated the question "Shall Ordinance No 616 be passed and adopted?"

Bob Krier: Yea; Leon Stall: Yea; Derrick Clevenger: Yea; Jeff Burmood: Yea;

Yea: 4; Nay: 0 Motion carried.

The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein.

Ordinance No. 617—Final Plat of Shiers Estate Third

AN ORDINANCE OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA, APPROVING THE FINAL PLAT OF SHIERS ESTATE THIRD.

Council Member Jeff Burmood introduced Ordinance No. 617 entitled: AN ORDINANCE OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA, APPROVING THE FINAL PLAT OF SHIERS ESTATE THIRD and moved that the statutory rule requiring reading on three different days be suspended. Council member Leon Stall seconded the motion to suspend the rule.

Jeff Burmood: Yea; Leon Stall: Yea; Bob Krier: Yea; Derrick Clevenger: Yea

Yea: 4; Nay: 0 Motion carried.

Said Ordinance No. 617 was then read by title and thereafter Council Member Leon Stall moved for final passage of the Ordinance, which motion was seconded by Council Member Bob Krier. The Mayor then stated the question "Shall Ordinance No. 617 be passed and adopted?"

Leon Stall: Yea; Bob Krier: yea; Jeff Burmood: Yea; Derrick Clevenger: Yea

Yea: 4; Nay: 0 Motion carried.

Requests and Referrals: None

Other Items:

The next regular Council Meeting will be on Monday, July 20, 2020 at 7:00 p.m.

A motion was made by Leon Stall to go into Executive Session for the purpose of discussion of land acquisition. The purpose of moving into Executive Session was for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with state law. It was announced that no action would be taken upon return to open session.

Derrick Clevenger seconded the motion.

Leon Stall: Yea; Derrick Clevenger: Yea; Jeff Burmood: Yea; Bob Krier: Yea

Yea: 4; Nay: 0 Motion carried.

The council moved into Executive Session at 8:15 p.m.

A motion was made by Bob Krier to return from Executive Session, seconded by Leon Stall.

Bob Krier: Yea; Leon Stall: Yea; Jeff Burmood: Yea; Derrick Clevenger: Yea

Yea: 4; Nay: 0 Motion carried.

The council returned from Executive Session at 8:37 p.m.

Adjourn:

A motion was made by Derrick Clevenger to adjourn the meeting, seconded by Jeff Burmood.

Derrick Clevenger: Yea; Jeff Burmood: Yea; Leon Stall: Yea; Bob Krier: Yea  
Yea: 4; Nay: 0. Motion carried.

Mayor VanMatre adjourned the meeting at 8:40 p.m.

Pamela Rasmussen



City Clerk

Chris Rector



City Administrator

Deborah VanMatre



Mayor

SEAL



# Claims Register

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<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
Adam's Corner Market	SUPPLIES-PARK/GOLF/SPSEWER/ADMIN	\$161.27
All Makes Auto Supply	SUPPLIES/REPAIRS-SP SEWER/STREET	\$176.17
Arrow Seed Company, Inc.	SUPPLIES-CEMETERY/WATER/PARK	\$1,020.00
Arrow Seed Company, Inc.	SUPPLIES-PARK/CEMETERY/WWTP	\$1,020.00
Ask Supply Co. LLC	SUPPLIES-PARK	\$356.14
Aurora Cooperative	FUEL/SUPPLIES-GOLF/STREET/CEMETERY/PARK/W	\$4,078.13
Axmann Heating & Air Conditioning	NEW HEAT PUMP-HERITAGE CENTER	\$3,999.00
Black Hills Energy	GAS SERVICE-SHOP	\$31.99
Black Hills Energy	GAS SERVICE-POOL	\$50.72
Black Hills Energy	GAS SERVICE-CITY HALL	\$34.07
Black Hills Energy	GAS SERVICE-FIRE HALL/POLICE	\$47.59
Black Hills Energy	GAS SERVICE-HERITAGE CENTER	\$64.24
Black Hills Energy	GAS SERVICE-WWTP	\$65.06
Black Hills Energy	GAS SERVICE-FOX BUILDING	\$51.76
Black Hills Energy	GAS SERVICE-ROSEN BUILDING	\$30.95
Black Hills Energy	GAS SERVICE-WATER STORAGE TR DRIVE	\$60.08
Blue Cross Blue Shield Of Nebraska	DENTAL INSURANCE	\$35.20
Buffalo County Sheriff Department	CONTRACT LAW ENFORCEMENT	\$14,770.60
Buffalo Outdoor Power LLC	REPAIRS/SUPPLIES-PARK	\$242.34
Builders	REPAIRS-CEMETERY	\$22.77
Builders	REPAIRS-GOLF	\$26.99
Cardmember Service	POSTAGE/REPAIRS/SUPPLIES-ALL DEPTS	\$2,648.42
COAT ALL PAINTING, LLC	PAINT BUILDING ROSEN-PARK	\$2,958.00
CONSOLIDATED CONCRETE CO.	FENCE-CEMETERY	\$317.00
Cash-Wa Distributing Co.	SUPPLIES/FOOD-GOLF	\$1,901.42
Chemsearch	SUPPLIES-SP SEWER	\$357.00
Chesterman Company	FOOD-GOLF	\$461.00
Clevenger's Tires and Convenience	REPAIRS/FUEL-PARK/SP SEWER	\$194.97
Clipper Publishing	LEGAL PUBLICATOINS	\$818.36
Clipper Publishing	ADVERTISING/SUPPLIES	\$1,297.65
Connie Kenton	REIMBURSEMENT FOR LIQUOR PICKUP	\$22.00
Construction Rental Inc.	SUPPLIES-PARK/CEMETERY	\$367.16
Cook Construction	CLEAR LOGS IN WOOD RIVER	\$2,387.50
Core & Main LP	SUPPLIES-WATER	\$195.94
Culligan of Kearney	SUPPLIES-GOLF	\$37.00
DEZURIK INC.	REPAIRS-WWTP	\$2,470.55
DOUG MICEK	REIMBURSEMENT GOLF-SUPPLIES	\$75.00
Dawson Public Power District	ELECTRICITY-CEMETERY	\$137.73
Dawson Public Power District	ELECTRICITY-GOLF	\$513.54
Demco	SUPPLIES-LIBRARY	\$196.52
Dish	CABLE-GOLF	\$49.04
Dollar General--Regions 410526	SUPPLIES-GOLF	\$8.00
ED BROADFOOD & SONS SAND & GRAVEL	SUPPLIES-PARK	\$624.00
Eakes Office Solutions	OFFICE SUPPLIES-GENERAL	\$122.53
Electric Pump	REPAIRS-SP SEWER	\$1,276.90
Electric Pump	REPAIRS-WATER	\$1,920.85
Fastenal Co.	FENCE-CEMETERY	\$374.47
Fastenal Co.	SUPPLIES-SP SEWER	\$60.38
Fastenal Co.	SUPPLIES-SP SEWER	\$181.83
Guideposts	BOOKS-LIBRARY	\$42.48
Garrett Tires & Treads	REPAIRS-STREET	\$1,572.40
Gibbon Fire Department	MONTHLY ALLOWANCE	\$800.00
Gibbon Insurance Agency	LIFE INSURANCE-FIRE	\$1,705.20
HOA Solutions, Inc.	SCADA COMPUTER UPGRADE-WWTP	\$5,502.00
HOA Solutions, Inc.	SUPPLIES-SP SEWER	\$693.78
HOA Solutions, Inc.	REPAIRS-WATER	\$1,471.65
HOA Solutions, Inc.	REPAIRS-SP SEWER	\$1,042.50
HiTech Inc.	REPAIRS-SP SEWER	\$1,091.00
Holmes Plbg & Htg Supply Co.	REPAIRS-GOLF	\$152.48
Hooker Bros. Sand & Gravel Inc.	SUPPLIES-GOLF	\$547.82
Ingram Library Services	BOOKS-LIBRARY	\$652.68
JAMES AREHART	REPAIRS-GOLF	\$1,442.67
John Deere Financial	REPIARS-GOLF	\$40.28
Johnson Service Company	REPAIRS-SEWER	\$751.75
Kearney Concrete Co.	FENCE-CEMETERY	\$295.10
Kearney Concrete Co.	REPAIRS-GOLF/STREET	\$321.38
Kearney Crete & Block Co.	CEMETERY FENCE	\$160.00

# Claims Register

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<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
Kearney Hub	ADVERTISING-GOLF	\$158.00
Kearney Towing & Repair Center Inc.	BROWN BEAR TOWNING	\$515.00
Kelly Supply Company	SUPPLIES-PARK	\$13.34
Kelly Supply Company	SUPPLIES-WATER	\$93.16
Kelly Supply Company	SUPPLIES-WATER	\$128.06
League Of NE Municipalities	FINANCE CONFERENCE WEBINARS	\$325.00
LaserTec	SUPPLIES-LIBRARY	\$88.23
MacQueen Equipment Group	REPAIRS-STREET	\$42.48
Mayo's Electric Service Inc.	REPAIRS-CEMETERY	\$138.14
Mayo's Electric Service Inc.	REPAIRS-CITY HALL	\$135.24
Mayo's Electric Service Inc.	REPAIRS-GOLF	\$97.50
Mid-Nebraska Disposal, Inc.	GARBAGE SERVICE	\$8,406.80
Mid-Nebraska Disposal, Inc.	CLEANUP GARBAGE SERVICE	\$1,976.50
Murphy Tractor & Equipment Co.	NEW BUCKET BOBCAT-STREET/CEMETERYSP SEW	\$1,050.00
NCTC	PHONE SERVICE-WWTP	\$90.70
NCTC	PHONE SERVICE-GOLF	\$109.26
NCTC	PHONE SERVICE-POOL	\$36.06
NCTC	PHONE SERVICE-SP SEWER	\$172.19
NCTC	PHONE SERVICE-SHOP/CITYHALL	\$333.76
NCTC	PHONE SERVICE-POLICE	\$62.79
NCTC	PHONE SERVICE-SPECIAL CIRCUITS	\$16.04
NCTC	PHONE SERVICE-PARK	\$30.57
NCTC	PHONE SERVICE-LIBRARY	\$161.05
NCTC	COMPUTERS-GOLF/WWTP	\$3,317.00
NMC Exchange LLC	SUPPLIES-SP SEWER	\$744.00
NPPD	ELECTRICITY-DAVIS	\$2,383.11
NPPD	ELECTRICITY-S LIFT STATION	\$452.11
NPPD	ELECTRICITY-810 HERSHEY LIFT STATION	\$180.72
NPPD	ELECTRICITY-HERITAGE CENTER	\$46.52
NPPD	ELECTRICITY-LIBRARY	\$170.57
NPPD	ELECTRICITY-NORTH WELL	\$189.55
NPPD	ELECTRICITY	\$32,909.87
Nebraska Dept Rev (ACH)	Sales Tax May	\$14,401.11
Nebraska Public Health Lab	TEST-ROUTINE	\$655.00
Nebraska Public Health Lab	TEST-GOLF	\$16.00
Northwest Electric	REPAIRS-SP SEWER	\$824.22
Olsson	CONSULTING SERVICE-WELL FIELD-WATER	\$4,089.13
Olsson	CONSULTING SERVICE-FRONT STREET LIFT STATI	\$1,559.93
One Call Concepts, Inc.	NE 811	\$40.70
Pioneer Simple IRA Investment Services	IRA	\$1,340.28
Pioneer ROTH Retirement Investment	Roth IRA	\$893.50
Platte Valley Comm. of Kearney	SIREN REPAIR	\$102.53
Platte Valley Lab	TESTS	\$6,152.50
QUADIENT LEASING USA, INC.	POSTAGE MACHINE LEASE	\$158.85
RASMUSSEN MECHANICAL SERVICES	REPARIS-WWTP	\$780.00
Reams Sprinkler Supply	REPAIRS-GOLF	\$949.55
Reinke's Heating, Air Cond & Elec.	REPAIRS-GOLF	\$192.58
Social Security Administration	Medicare	\$174.00
Social Security Administration	SS	\$744.00
Social Security Administration	Federal	\$2,044.97
Social Security Administration	Medicare	\$1,024.22
Social Security Administration	SS	\$4,379.46
Social Security Administration	Federal	\$1,978.18
Social Security Administration	Medicare	\$992.20
Social Security Administration	SS	\$4,242.70
Sprinkler Service	REPAIRS-PARK	\$417.50
Sprinkler Service	REPARIS-CEMETERY	\$62.50
Sprinkler Service	615 6TH STREET REPAIRS-SEWER	\$203.75
Sprinkler Service	617 6TH STREET-REPAIRS-SEWER	\$1,204.00
Sprinkler Service	619 6TH STREET REPAIRS-SEWER	\$508.50
TRANSPARENCY	WINDOW CLEANING-LIBRARY	\$430.00
The Sherwin Williams Co.	STREET CURB PAINTING	\$1,939.16
United Health Care Insurance Co.	MEDICAL INSURANCE	\$23,263.49
Van Diest Supply Co.	MOSQUITO CONTROL-STREETS	\$1,504.80
Verizon Wireless	CELL PHONE SERVICE-ALL DEPT	\$503.53
Verizon Wireless	CELL PHONE SERVICE-ALL DEPT	\$767.82
Willis Repair LLC	SUPPLIES-STREET	\$53.74

# Claims Register

City of Gibbon - 7/20/2020

**Vendor Name**

Wolfe, Snowden, Hurd, Luers & AHL, LLP

**Description**

ATTORNEY FEES

**Amount**

\$3,490.00

\$203,262.72

The claims listed above were approved by the City Of Gibbon City Council on 7/20/2020

\_\_\_\_\_  
Council Member Bob Krier

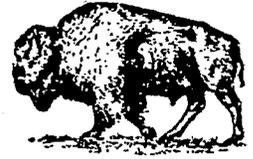
\_\_\_\_\_  
Council Member Leon Stall

\_\_\_\_\_  
Council Member Derrick Clevenger

\_\_\_\_\_  
Council Member Jeff Burmood

SEAL:

	PAYROLL	
	PAYROLL 6-15-20 THRU 7-20-20	
<u>VENDOR</u>	<u>FOR</u>	<u>AMOUNT</u>
Council Checks 6-15-20	Net	\$ 5,541.00
Employee Checks 6-25-2020	Net	\$ 28,467.45
Employee Checks 7-9-20	Net	\$ 27,546.06
	<b>Total</b>	<b>\$ 61,554.51</b>



BUFFALO COUNTY SHERIFF'S OFFICE  
CONTRACT LAW ENFORCEMENT  
CITY OF GIBBON, NEBRASKA

June 2020

CONTRACTUAL TIME TOTALS

Contractual Law Enforcement Coverage Time	450.00 Hours
Actual Law Enforcement Coverage Time	538.00 Hours
Actual Contract CSO Time	95.25 Hours
Supervisory Law Enforcement Coverage Time	<u>5.00 Hours</u>
<b>Total Law Enforcement Coverage Time</b>	<b>638.50 Hours</b>

PATROL AND ENFORCEMENT

Citations Issued	8
Warnings Issued	20
Violations Issued	3
Accidents Investigated	3

CALLS FOR SERVICE

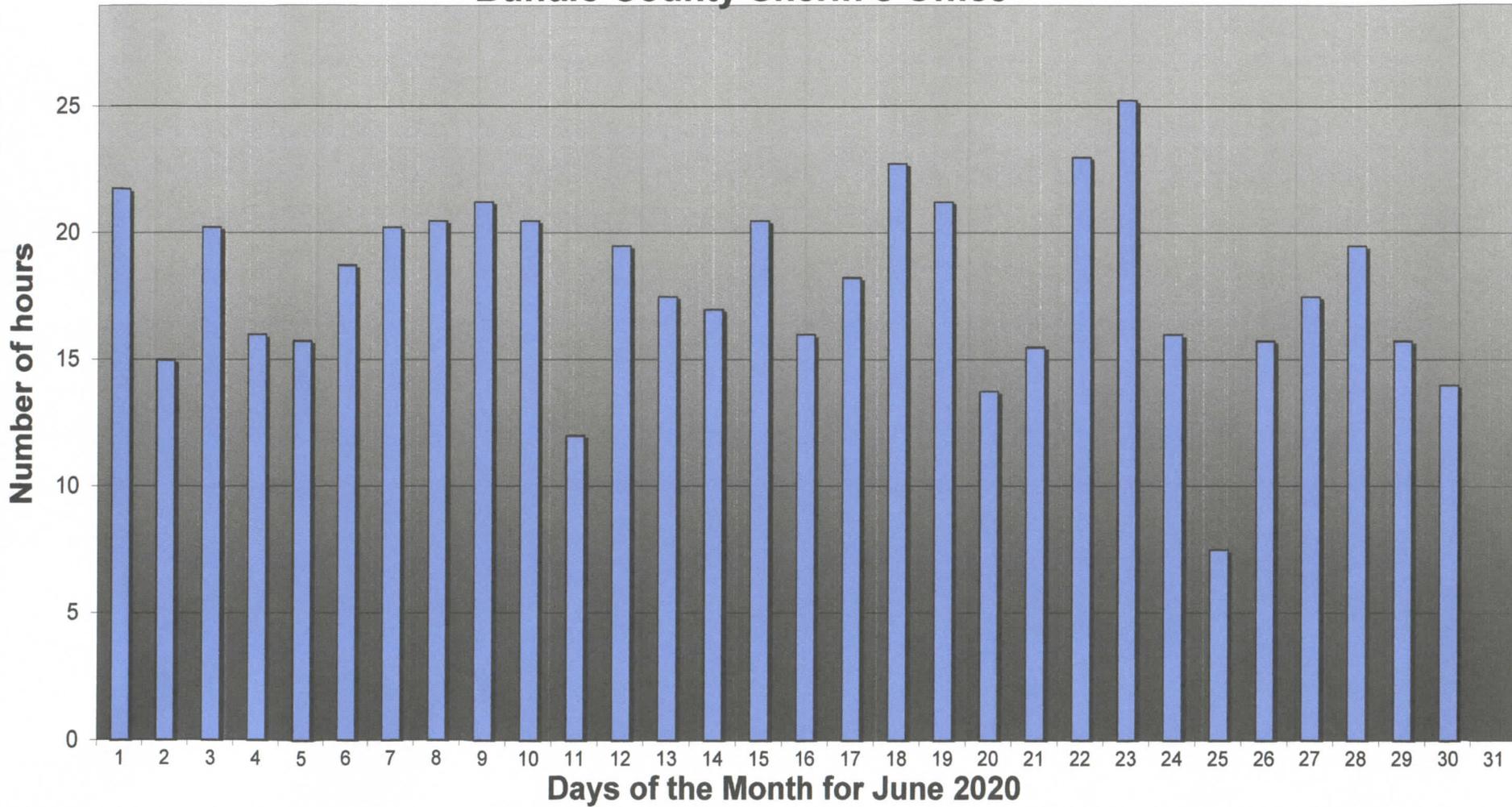
06-01-20	Directed Patrol	1300 Block 7 <sup>th</sup> St
06-01-20	Juvenile Issues	507 Front St.
06-01-20	Fraud	712 West Ave. #6
06-02-20	Barking Dogs	909 3 <sup>rd</sup> St.
06-02-20	Traffic Hazard	304 Center Ave.
06-02-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-02-20	Motor Vehicle Accident	413 1 <sup>st</sup> St.
06-02-20	Mental Health Investigation	509 3 <sup>rd</sup> St.
06-02-20	Suspicious Activity	212 2 <sup>nd</sup> St.
06-03-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-03-20	Civil Dispute	#40 Sun Valley Trlr. Crt.
06-03-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-04-20	Civil Dispute	#40 Sun Valley Trlr. Crt.
06-04-20	Disturbance	712 West Ave.

06-04-20	Civil Dispute	#40 Sun Valley Trlr. Crt.
06-04-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-06-20	Check Welfare	608 Court St.
06-05-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-05-20	Code Violation	212 Woodland Dr.
06-06-20	Abuse/Neglect Investigation	608 Court St.
06-06-20	Medical Call	413 1 <sup>st</sup> St. #104.
06-06-20	Disturbance	515 May Ave.
06-07-20	Abuse/Neglect Investigation	620 Kelsey Ave.
06-08-20	Parking Violation	18 West Ave.
06-08-20	Suspicious Activity	218 Hwy. 30.
06-09-20	Disturbance	904 Hwy. 30.
06-09-20	Check Welfare	17 Labarre St.
06-09-20	Traffic Hazard.	200 Block May Ave.
06-10-20	Motor Vehicle Accident	7 <sup>th</sup> St./Court St.
06-10-20	Directed Patrol	1000 Block River St.
06-10-20	Abuse/Neglect Investigation	202 Kelsey Ave.
06-10-20	Directed Patrol	200 Block Union St.
06-10-20	Directed Patrol	200 Block Beatty St.
06-11-20	Stray Dog	208 Center St.
06-11-20	Foot Patrol	100 Block Labarre St.
06-11-20	Directed Patrol	1000 Block River St.
06-11-20	Code Violation	115 Filer St.
06-12-20	Civil Dispute	714 2 <sup>nd</sup> St.
06-13-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-13-20	Traffic Complaint	300 Block Labarre St.
06-14-20	Civil Dispute	312 Lawn Ave.
06-15-20	Directed Patrol	600 Block Hwy 30
06-15-20	Directed Patrol	700 Block 1 <sup>st</sup> St.
06-15-20	Directed Patrol	300 Block Lawn Ave.
06-15-20	Check Welfare	#40 Sun Valley Trlr. Crt.
06-16-20	Check Welfare	1100 River St.
06-16-20	Code Violation	109 Scout Ave.
06-16-20	Code Violation	208 Kelsey Ave.
06-16-20	Check Welfare	916 West Ave.
06-17-20	Disturbance	21 May Ave.
06-17-20	Directed Patrol	900 Block 2 <sup>nd</sup> St.
06-17-20	Parking Violation	201 Kelsey Ave.
06-17-20	Directed Patrol	900 Block 2 <sup>nd</sup> St.
06-18-20	Directed Patrol	200 Block Labarre St.

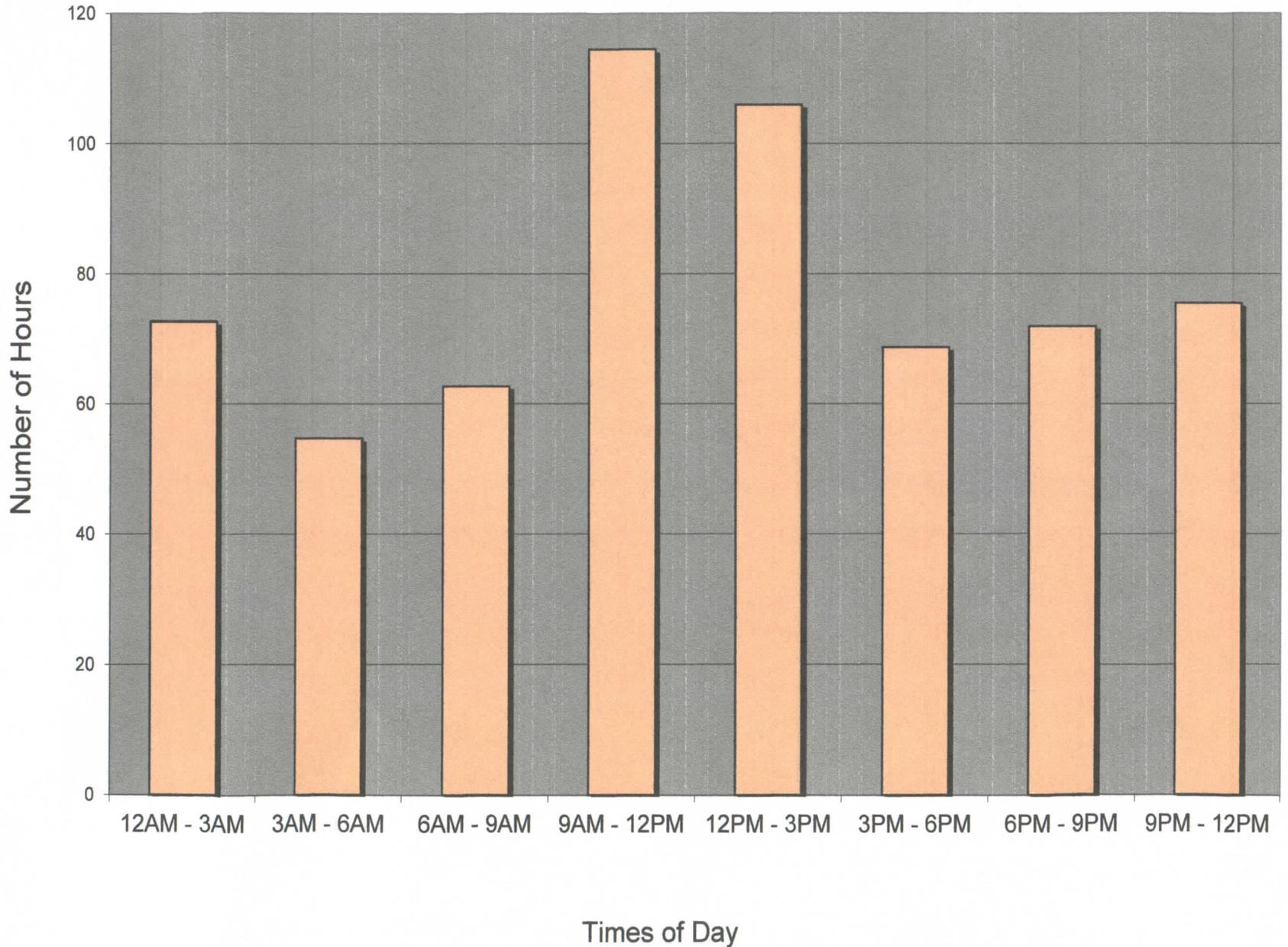
06-18-20	Directed Patrol	200 Block Labarre St.
06-18-20	Directed Patrol	300 Block Labarre St.
06-19-20	Directed Patrol	1000 River St.
06-19-20	Leaving the Scene of an Accident	818 Hwy. 30.
06-19-20	Directed Patrol	900 Block 2 <sup>nd</sup> St.
06-19-20	Disturbance	607 Court St.
06-20-20	Check Premise	1031 Court St.
06-20-20	Directed Patrol	1000 River St.
06-22-20	Directed Patrol	200 Block Labarre St.
06-23-20	Check Welfare	600 Lawn Ave.
06-23-20	Suspicious Activity	621 Court St.
06-23-20	Suspicious Activity	607 Court St.
06-24-20	Suspicious Activity	805 Front St.
06-24-20	Outside Agency Service	1127 Trail Dr.
06-25-20	Code Violation	7 <sup>th</sup> St./West Ave.
06-25-20	Code Violation	201 Kelsey Ave.
06-26-20	Suspicious Activity	413 1 <sup>st</sup> St. #114
06-26-20	Suspicious Activity	331 Labarre St.
06-27-20	Suspicious Activity	331 Labarre St.
06-27-20	Disturbance	1000 Hwy 30.
06-27-20	Directed Patrol	700 Block 2 <sup>nd</sup> St.
06-27-20	Directed Patrol	300 Labarre St.
06-27-20	Fireworks	10 Block Garfield St.
06-27-20	Fireworks	600 Block West Ave.
06-27-20	Fireworks	600 Block Lawn Ave.
06-27-20	Fireworks	600 Block Court St.
06-28-20	Security Alarm	818 Hwy 30.
06-28-20	D.U.I. Arrest	19 Labarre St.
06-28-20	Check Welfare	601 5 <sup>th</sup> St.
06-29-20	Suspicious Activity	800 Block Park Rd.
06-29-20	Animal – Dog	201 Kelsey Ave.
06-29-20	Traffic Offense	700 Block Court St.
06-29-20	Animal – Dog	400 Block Hwy 30
06-29-20	Foot Patrol	1100 River St.
06-29-20	Fireworks	#26 Sun Valley Trlr. Cr.
06-29-20	Fireworks	#28 L&J Trlr. Cr.
06-30-20	Check Premise	1031 Court St.
06-30-20	Check Premise	1029 Court St.

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## Buffalo County Sheriff's Office

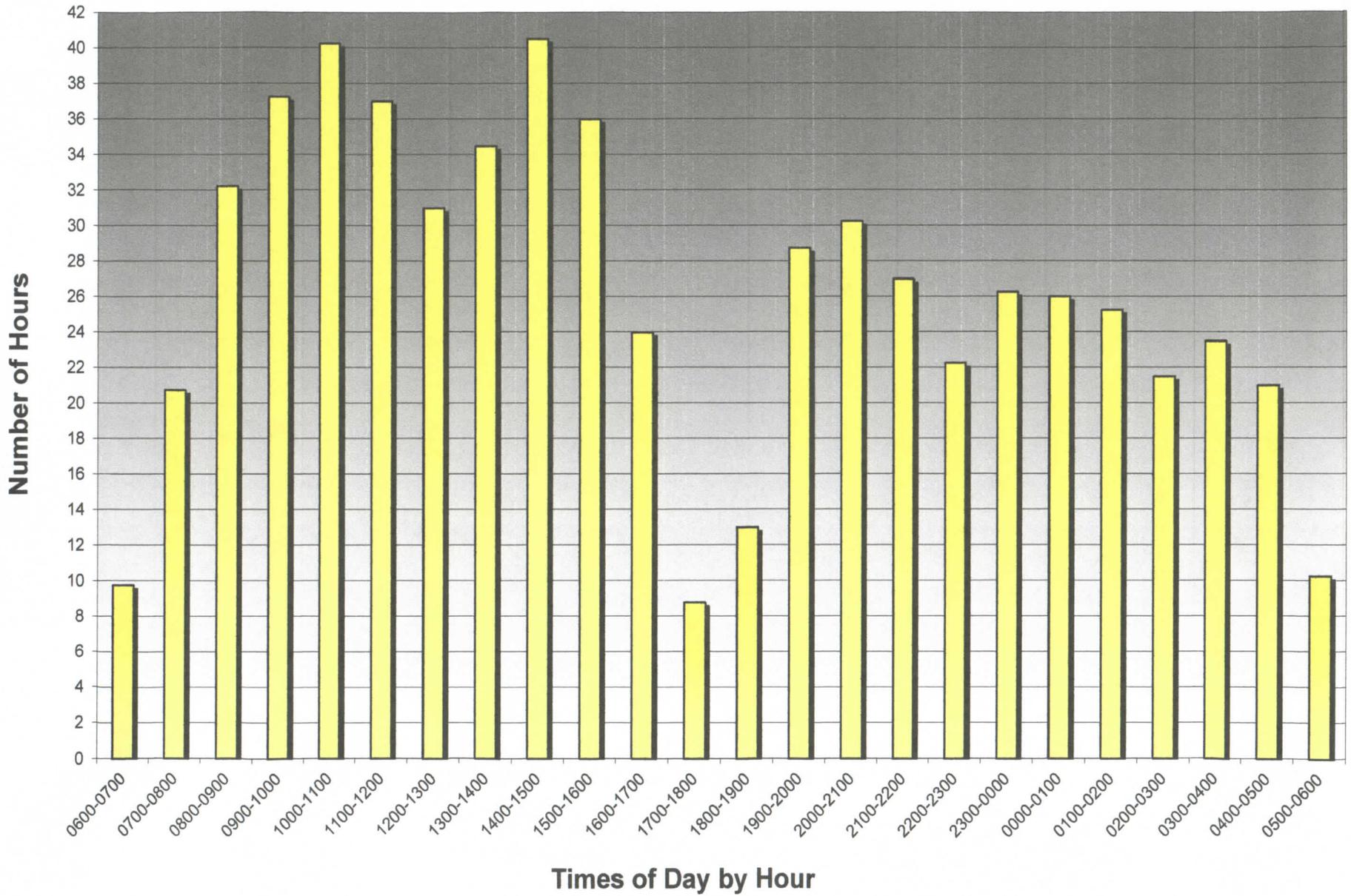


# Buffalo County Sheriff's Office Gibbon Contract Hours



June 2020

# Buffalo County Sheriff's Office Gibbon Contract Hours



June 2020



# Buffalo County Sheriff's Office

Neil A. Miller, Sheriff



## City of Gibbon Calls For Service June, 2020

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/1/2020 9:26:31AM	1330 7TH ST	DIRECTED PATROL
6/1/2020 12:01:18PM	507 FRONT ST	JUVENILE
6/1/2020 12:35:31PM	712-6 WEST AVE	FRAUD
6/2/2020 4:55:15AM	909 3RD ST	ANIMAL
6/2/2020 1:12:22PM	304 CENTER AVE	TRAFFIC HAZARD
6/2/2020 3:06:04PM	1110 TRAIL DR	CIVIL PAPER SERVICE
6/2/2020 3:12:41PM	336 GARFIELD ST	CIVIL PAPER SERVICE
6/2/2020 3:23:22PM	1115-1A2 7TH ST	CIVIL PAPER SERVICE
6/2/2020 3:27:44PM	1203-40 7TH ST	CHECK WELFARE
6/2/2020 3:29:52PM	1503 7TH ST	CIVIL PAPER SERVICE
6/2/2020 3:35:34PM	514 MAY AVE	CIVIL PAPER SERVICE
6/2/2020 3:40:44PM	911 1ST ST	CIVIL PAPER SERVICE
6/2/2020 5:46:48PM	413-129 1ST ST	ACCIDENT NON INJURY
6/2/2020 6:27:31PM	509 3RD ST	CHECK WELFARE
6/2/2020 6:46:27PM	212 2ND ST	SUSPICIOUS ACTIVITY
6/3/2020 1:28:47AM	1000 HWY 30	TRAFFIC STOP
6/3/2020 4:49:02AM	413-114 1ST ST	SUSPICIOUS ACTIVITY
6/3/2020 7:59:42AM	UNION ST/HWY 30	TRAFFIC STOP
6/3/2020 12:01:39PM	1203-40 7TH ST	CIVIL
6/3/2020 2:08:30PM	413-114 1ST ST	FRAUD
6/3/2020 4:46:11PM	1203-40 7TH ST	CIVIL
6/3/2020 8:22:12PM	316 CENTER ST	WARRANT
6/4/2020 8:30:01AM	4 CENTENNIAL DR	FOLLOW UP
6/4/2020 8:39:41AM	506 LAWN AVE	FOLLOW UP
6/4/2020 11:24:57AM	712-6 WEST AVE	FOLLOW UP
6/4/2020 12:33:23PM	712-6 WEST AVE	FOLLOW UP
6/4/2020 1:47:52PM	7 CENTENNIAL DR	CIVIL PAPER SERVICE
6/4/2020 2:54:08PM	1203-40 7TH ST	CIVIL
6/4/2020 3:26:11PM	1203-40 7TH ST	CHECK WELFARE
6/4/2020 8:15:33PM	1203-40 7TH ST	FOLLOW UP
6/5/2020 9:59:49AM	1203-40 7TH ST	CHECK WELFARE
6/5/2020 3:23:26PM	212 WOODLAND DR	CODE VIOLATION
6/5/2020 10:19:27PM	608 COURT ST	CHECK WELFARE
6/6/2020 12:00:38AM	40 SUN VALLEY TRLR CT	FOLLOW UP
6/6/2020 9:34:36AM	405 PINE AVE	CIVIL PAPER SERVICE

7/2/2020  
10:25:21AM

Chief Deputy D. Schleusener

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/6/2020 9:47:45AM	614 HWY 30	CIVIL PAPER SERVICE
6/6/2020 10:41:40AM	608 COURT ST	FOLLOW UP
6/6/2020 5:56:16PM	413-104 1ST ST	FALL
6/6/2020 11:19:02PM	515 MAY AVE	DISTURBANCE
6/7/2020 11:19:10AM	712 WEST AVE	SEX OFFENDER REGISTR\
6/7/2020 10:05:58PM	320 KELSEY AVE	ASSAULT
6/8/2020 6:50:43AM	1000 COURT ST	TRAFFIC STOP
6/8/2020 4:01:20PM	800 HERSHEY ST	FOLLOW UP
6/8/2020 4:06:51PM	18 WEST AVE	PARKING VIOLATION
6/8/2020 6:27:03PM	218 HWY 30	TERRORISTIC THREATS
6/9/2020 8:55:49AM	17 LABARRE ST	CHECK WELFARE
6/9/2020 5:51:36PM	2ND ST/MAY AVE	TRAFFIC HAZARD
6/10/2020 12:51:40AM	676 COURT ST	ACCIDENT NON INJURY
6/10/2020 5:30:31AM	218 HWY 30	TRAFFIC STOP
6/10/2020 9:01:37AM	1100 RIVER ST	DIRECTED PATROL
6/10/2020 11:23:39AM	202 KELSEY AVE	OUTSIDE AGENCY ASSIST
6/10/2020 2:14:49PM	257 UNION ST	DIRECTED PATROL
6/10/2020 5:01:15PM	248 BEATTY ST	DIRECTED PATROL
6/10/2020 8:52:14PM	208 CENTER ST	ANIMAL
6/11/2020 3:37:14AM	102 LABARRE ST	FOOT PATROL
6/11/2020 9:54:35AM	1000 RIVER ST	TRAFFIC STOP
6/11/2020 10:08:02AM	1000 RIVER ST	DIRECTED PATROL
6/11/2020 11:56:06AM	100 COURT ST	TRAFFIC STOP
6/11/2020 1:28:29PM	115 FILER ST	CODE VIOLATION
6/11/2020 2:43:03PM	1115-7 7TH ST	CIVIL PAPER SERVICE
6/11/2020 7:18:51PM	320 KELSEY AVE	FOLLOW UP
6/12/2020 6:29:17PM	113 COURT ST	TRAFFIC STOP
6/12/2020 7:53:13PM	714 2ND ST	CIVIL
6/12/2020 10:58:27PM	1064 RIVER ST	TRAFFIC STOP
6/13/2020 12:53:28PM	110 GILMORE ST	FOLLOW UP
6/13/2020 7:33:34PM	413-114 1ST ST	FRAUD
6/13/2020 8:04:39PM	322 LABARRE ST	TRAFFIC OFFENSE
6/14/2020 5:20:36PM	312 LAWN AVE	CIVIL
6/15/2020 7:09:22AM	614 HWY 30	DIRECTED PATROL
6/15/2020 7:51:42AM	753 1ST ST	DIRECTED PATROL
6/15/2020 10:20:28AM	334 LAWN AVE	DIRECTED PATROL
6/15/2020 4:16:27PM	1203-40 7TH ST	SPECIAL SERVICE
6/16/2020 7:55:54AM	1100 RIVER ST	CHECK WELFARE
6/16/2020 9:07:24AM	109 SCOUT AVE	CODE VIOLATION
6/16/2020 10:47:45AM	208 KELSEY AVE	CODE VIOLATION
6/16/2020 4:56:26PM	916 WEST AVE	CHECK WELFARE
6/16/2020 10:14:43PM	HWY 30/MURNEN AVE	TRAFFIC STOP
6/17/2020 3:27:14AM	21 MAY AVE	CHECK WELFARE

7/2/2020  
10:25:27AM

Chief Deputy D. Schleusener

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/17/2020 8:06:52AM	1000 HWY 30	TRAFFIC STOP
6/17/2020 10:09:23AM	900 2ND ST	DIRECTED PATROL
6/17/2020 10:42:41AM	201 KELSEY AVE	PARKING VIOLATION
6/17/2020 4:45:22PM	900 2ND ST	DIRECTED PATROL
6/17/2020 4:56:48PM	LABARRE ST/7TH ST	TRAFFIC STOP
6/18/2020 7:00:30AM	200 LABARRE ST	DIRECTED PATROL
6/18/2020 5:13:47PM	200 LABARRE ST	DIRECTED PATROL
6/18/2020 5:33:28PM	300 LABARRE ST	DIRECTED PATROL
6/18/2020 9:21:39PM	1030 COURT ST	MOTORIST ASSIST
6/19/2020 11:13:13AM	1000 RIVER ST	DIRECTED PATROL
6/19/2020 12:12:54PM	818 HWY 30	ACCIDENT NON INJURY
6/19/2020 12:47:22PM	312 1ST ST	CIVIL PAPER SERVICE
6/19/2020 3:45:14PM	900 2ND ST	DIRECTED PATROL
6/19/2020 11:53:41PM	607 COURT ST	DISTURBANCE
6/20/2020 2:57:21AM	1031 COURT ST	CHECK PREMISE
6/20/2020 10:33:56AM	409 PINE AVE	CIVIL PAPER SERVICE
6/20/2020 11:13:10AM	1030 COURT ST	CIVIL PAPER SERVICE
6/20/2020 3:27:56PM	1000 RIVER ST	DIRECTED PATROL
6/22/2020 2:49:00AM	HWY 30/GIBBON RD	TRAFFIC STOP
6/22/2020 10:29:51AM	200 LABARRE ST	DIRECTED PATROL
6/23/2020 10:50:08AM	216 SCOUT AVE	FOLLOW UP
6/23/2020 1:34:00PM	600 LAWN AVE	CHECK WELFARE
6/23/2020 2:43:13PM	600 LAWN AVE	FOLLOW UP
6/23/2020 3:35:09PM	600 LAWN AVE	FOLLOW UP
6/23/2020 4:45:38PM	621 COURT ST	SUSPICIOUS ACTIVITY
6/23/2020 6:24:42PM	1002-1 FRONT ST	SEX OFFENDER REGISTRY
6/23/2020 8:42:47PM	607 COURT ST	SUSPICIOUS ACTIVITY
6/24/2020 2:15:30PM	215 HWY 30	CIVIL PAPER SERVICE
6/24/2020 2:48:12PM	810 2ND ST	CIVIL PAPER SERVICE
6/24/2020 2:55:08PM	216 SCOUT AVE	CIVIL PAPER SERVICE
6/24/2020 3:02:40PM	213 LAWN AVE	CIVIL PAPER SERVICE
6/24/2020 3:10:43PM	712-688 WEST AVE	CIVIL PAPER SERVICE
6/24/2020 4:49:09PM	805-5 FRONT ST	SUSPICIOUS ACTIVITY
6/24/2020 11:23:40PM	1127 TRAIL DR	OUTSIDE AGENCY ASSIST
6/25/2020 10:29:40AM	7TH ST/WEST AVE	CODE VIOLATION
6/25/2020 3:25:16PM	201 KELSEY AVE	CODE VIOLATION
6/25/2020 8:43:50PM	HWY 30/PAWNEE RD	VEHICLE FIRE
6/26/2020 11:54:48AM	431-114 1ST ST	SUSPICIOUS ACTIVITY
6/26/2020 5:15:18PM	331 LABARRE ST	SUSPICIOUS ACTIVITY
6/26/2020 6:48:02PM	682 COURT ST	TRAFFIC STOP
6/27/2020 8:59:48AM	331 LABARRE ST	SUSPICIOUS ACTIVITY
6/27/2020 11:43:19AM	712-3 WEST AVE	CIVIL PAPER SERVICE
6/27/2020 11:59:07AM	110 GILMORE ST	CIVIL PAPER SERVICE

7/2/2020  
10:25:27AM

Chief Deputy D. Schleusener

<u>Call Time</u>	<u>Street</u>	<u>Nature of Call</u>
6/27/2020 12:03:15PM	314 KELSEY AVE	CIVIL PAPER SERVICE
6/27/2020 12:08:47PM	201 KELSEY AVE	CIVIL PAPER SERVICE
6/27/2020 3:48:27PM	1000 HWY 30	DISTURBANCE
6/27/2020 8:21:03PM	764 2ND ST	DIRECTED PATROL
6/27/2020 8:26:53PM	838 FRONT ST	TRAFFIC STOP
6/27/2020 8:52:09PM	762 COURT ST	TRAFFIC STOP
6/27/2020 9:09:26PM	300 LABARRE ST	DIRECTED PATROL
6/27/2020 10:11:30PM	73 GARFIELD ST	FIREWORKS
6/27/2020 10:18:33PM	644 WEST AVE	FIREWORKS
6/27/2020 10:24:28PM	673 LAWN AVE	FIREWORKS
6/27/2020 11:42:08PM	600 COURT ST	FIREWORKS
6/28/2020 1:13:08AM	818 HWY 30	SECURITY ALARM
6/28/2020 6:37:13PM	601 5TH ST	CHECK WELFARE
6/29/2020 1:13:34AM	811 PARK RD	SUSPICIOUS ACTIVITY
6/29/2020 7:28:50AM	201 KELSEY AVE	ANIMAL
6/29/2020 10:50:46AM	COURT ST/7TH ST	TRAFFIC OFFENSE
6/29/2020 8:03:03PM	450 HWY 30	ANIMAL
6/29/2020 8:41:49PM	1100 RIVER ST	FOOT PATROL
6/29/2020 10:10:27PM	26 SUN VALLEY TRLR CT	DISTURBANCE
6/29/2020 10:15:47PM	28 L AND J TRLR CT	DISTURBANCE
6/30/2020 1:56:29AM	1031 COURT ST	CHECK PREMISE
6/30/2020 2:23:43AM	1029 COURT ST	CHECK PREMISE
6/30/2020 11:07:15AM	176 FRONT ST	SPECIAL SERVICE

7/2/2020  
10:25:27AM

Chief Deputy D. Schleusener  
Page 4 of 4

WWTP Operating Report  
For the...  
**CITY OF GIBBON**

**July, 2020**

**Presented by: *Matt Smalleomb***

# **GIBBON WWTP**

## **MONTHLY REPORT**

### **June, 2020**

#### **LOADING SUMMARY:**

##### **Influent (Averages)**

Flow	1.18	MGD
BOD	5141	mg/l
TSS	1641	mg/l
FOG	514	mg/l
TKN (Ammonia)	151	mg/l
Chlorides	195	mg/l

##### **Effluent (Averages)**

CBOD	6	mg/l
TSS	5	mg/l
Ammonia	.1	mg/l
Total Nitrogen	116	mg/l
Total Phosph.	19	mg/l
Chloride	193	mg/l

##### **Plant Performance/Efficiency**

BOD Removal	99%
TSS Removal	99 %
FOG Removal	99 %
Ammonia	99%

#### **OPERATIONS:**

- 1) Replaced Gear box on decant valve on SBR# 2 and SBR#3. I ordered 4 new gear boxes.
- 2) Turning sludge.
- 3) Influent #1 plugged with grit cleaned out and running again.
- 4) Cleaned south grinder had large amount of grease in the drums.

#### **UNSCHEDULED MAINTENANCE:**

***System Report City of Gibbon  
June 2020***

- *Read water meters*
- *Poured side walk back on Garfield for 6<sup>th</sup> street sewer project.*
- *SOD done for the 6<sup>th</sup> street sewer project. (having some issues with 4 lawns over there. Working with Cotton mill to replace this sod.)*
- *Tested fire hydrants in town with ISO insurance rep.*
- *Replaced pressure transducer at the water tower.*
- *Located water and sewer line near Gibbon Pack for their new fire suppression system. They are currently digging footings for the 150,000gal tank we will need to be on-site for the water line tie in.*
- *Completed 32 locates.*

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>GENERAL</b>									
01-1001	PROPERTY TAX	39,429.57	382,277.88	74.30 %	42,877.00	514,529.00	132,251.12	324,854.30	482,593.54
01-1002	CONSUMERS 5%	0.00	0.00	0.00 %	2,917.00	35,000.00	35,000.00	32,588.03	32,588.03
01-1003	BUILDING PERMIT	225.00	1,055.00	105.50 %	83.00	1,000.00	(55.00)	525.00	800.00
01-1004	OTHER INCOME	1,553.05	10,175.73	254.39 %	333.00	4,000.00	(6,175.73)	2,971.70	5,949.83
01-1005	INTEREST	84.99	689.15	145.08 %	40.00	475.00	(214.15)	469.50	648.14
01-1006	NPPD	31,082.48	326,406.59	68.72 %	39,583.00	475,000.00	148,593.41	411,398.62	537,689.13
01-1007	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-1009	RENT	750.00	6,750.00	84.38 %	667.00	8,000.00	1,250.00	6,500.00	8,750.00
01-1012	MOTOR VEHICLE TAX	0.00	8,859.53	29.53 %	2,500.00	30,000.00	21,140.47	27,533.55	37,993.80
01-1013	LOCAL SALES TAX	19,408.85	180,987.95	90.49 %	16,667.00	200,000.00	19,012.05	156,114.32	215,440.81
01-1014	PRO RATE	0.00	803.46	114.78 %	58.00	700.00	(103.46)	580.76	838.84
01-1020	SOURCE GAS FRANCHISE	0.00	4,185.30	104.63 %	333.00	4,000.00	(185.30)	4,078.87	4,078.87
01-1021	FINES & LICENSE	0.00	2,200.00	73.33 %	250.00	3,000.00	800.00	2,685.00	2,685.00
01-1022	CABLE FRANCHISE	0.00	13,234.96	110.29 %	1,000.00	12,000.00	(1,234.96)	12,624.07	12,624.07
01-1049	ACE REBATE	0.00	4,631.00	185.24 %	208.00	2,500.00	(2,131.00)	3,669.00	3,669.00
01-1051	MUNICIPAL EQUAL FUND	59,655.80	90,149.80	85.86 %	8,750.00	104,996.00	14,846.20	73,317.79	88,164.10
01-1054	UTILITY DEPOSITS	0.00	0.00	0.00 %	333.00	4,000.00	4,000.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>152,189.74</b>	<b>1,032,406.35</b>	<b>73.79 %</b>	<b>116,599.00</b>	<b>1,399,200.00</b>	<b>366,793.65</b>	<b>1,059,910.51</b>	<b>1,434,513.16</b>

<b>Expense</b>									
<b>GENERAL</b>									
01-2001	SALARIES	8,651.10	37,465.68	61.42 %	5,083.00	61,000.00	23,534.32	42,022.31	50,370.33
01-2002	EMPLOYEE INSURANCE	1,202.98	11,877.25	53.74 %	1,842.00	22,100.00	10,222.75	13,163.97	16,880.34
01-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2004	SUPPLIES	33.70	3,226.39	161.32 %	167.00	2,000.00	(1,226.39)	1,213.10	1,360.95
01-2005	REPAIR & MAINTENANCE	234.99	754.88	6.56 %	958.00	11,500.00	10,745.12	887.77	2,660.99
01-2006	UTILITIES-ELECTRIC	60.79	699.15	46.61 %	125.00	1,500.00	800.85	673.00	1,021.06
01-2007	UTILITIES-SOURCE GAS	90.64	802.59	53.51 %	125.00	1,500.00	697.41	956.62	1,057.49
01-2008	TELEPHONE	273.12	2,596.78	64.92 %	333.00	4,000.00	1,403.22	2,967.70	3,849.67
01-2009	PROFESSIONAL	3,871.30	62,527.73	104.21 %	5,000.00	60,000.00	(2,527.73)	75,677.62	87,955.59
01-2010	INSURANCE	0.00	6,493.03	39.11 %	1,383.00	16,600.00	10,106.97	496.95	596.95
01-2011	PRINTING & PUBLICATION	320.83	2,663.89	44.40 %	500.00	6,000.00	3,336.11	5,932.57	6,715.32
01-2012	MISCELLANEOUS	33.04	3,671.65	81.59 %	375.00	4,500.00	828.35	2,705.83	2,056.78
01-2013	OFFICE SUPPLIES	731.37	4,192.28	59.89 %	583.00	7,000.00	2,807.72	5,116.43	5,985.82
01-2014	ELECTION	759.31	2,985.96	59.72 %	417.00	5,000.00	2,014.04	200.00	200.00
01-2015	CHEMICAL & INSECT	250.00	500.00	100.00 %	42.00	500.00	0.00	0.00	0.00
01-2016	MISC. SUPPLIES	0.00	0.00	0.00 %	104.00	1,250.00	1,250.00	16.65	16.65
01-2017	COPIER PAYMENT	398.38	2,278.04	75.93 %	250.00	3,000.00	721.96	2,392.52	2,951.66
01-2018	TRANSFER SCHOOL	0.00	2,050.00	68.33 %	250.00	3,000.00	950.00	2,060.00	2,060.00
01-2020	ECON. DEVELOPMENT	0.00	20,000.00	100.00 %	1,667.00	20,000.00	0.00	15,000.00	15,000.00
01-2021	LABOR & MACHINE	158.85	671.55	67.16 %	83.00	1,000.00	328.45	476.55	794.25
01-2022	TRAVEL & CONF. MILE	169.63	12,214.47	101.79 %	1,000.00	12,000.00	(214.47)	7,360.49	10,440.98
01-2023	OFFICE EQUIPMENT	0.00	0.00	0.00 %	417.00	5,000.00	5,000.00	1,370.00	5,568.00
01-2024	TRANSFER	255,249.34	1,022,044.06	88.86 %	95,849.00	1,150,192.00	128,147.94	988,274.12	1,141,603.94
01-2025	RE IMPROVEMENTS	0.00	369.91	1.85 %	1,667.00	20,000.00	19,630.09	0.00	0.00
01-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2043	DUES & CONV	50.00	1,491.57	49.72 %	250.00	3,000.00	1,508.43	2,751.57	7,293.57

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Expense (Continued)</b>									
GENERAL									
01-2071	EQUIPMENT	0.00	0.00	0.00 %	417.00	5,000.00	5,000.00	0.00	0.00
01-2079	REFUNDS	0.00	0.00	0.00 %	208.00	2,500.00	2,500.00	321.25	321.25
01-2093	H CENTER TAXES	0.00	1,204.30	100.36 %	100.00	1,200.00	(4.30)	1,201.12	1,201.12
01-2095	CITY SHARE FICA	536.40	2,323.51	61.96 %	312.00	3,750.00	1,426.49	2,581.52	3,099.10
01-2096	CITY SHARE MEDICARE	125.50	543.85	60.43 %	75.00	900.00	356.15	603.67	724.75
01-2097	CITY SHARE IRA	79.58	769.05	51.27 %	125.00	1,500.00	730.95	889.09	1,139.60
01-2098	CITY SHARE ROTH	52.99	512.65	60.31 %	71.00	850.00	337.35	592.80	759.73
<b>TOTAL Expense</b>		<b>273,333.84</b>	<b>1,206,930.22</b>	<b>83.97 %</b>	<b>119,778.00</b>	<b>1,437,342.00</b>	<b>230,411.78</b>	<b>1,177,905.22</b>	<b>1,373,685.89</b>

PROFIT / (LOSS) :

	(121,144.10)	(174,523.87)	(3,179.00)	(38,142.00)	136,381.87	(117,994.71)	60,827.27
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# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>STREET FUND</b>									
02-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-1004	OTHER INCOME	0.00	7,052.60	282.10 %	208.00	2,500.00	(4,552.60)	2,069.51	2,855.34
02-1005	INTEREST	5.53	194.59	77.84 %	21.00	250.00	55.41	163.49	1,852.34
02-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-1007	TRANSFER	2,040.17	18,361.53	75.00 %	2,040.00	24,482.00	6,120.47	159,120.72	212,160.96
02-1013	LOCAL SALES TAX	0.00	8,207.65	0.00 %	0.00	0.00	(8,207.65)	0.00	0.00
02-1015	HIGHWAY ALLOCATION	14,502.36	167,006.51	75.25 %	18,494.00	221,924.00	54,917.49	163,876.03	222,108.13
02-1016	STREET ASSESSMENT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-1018	MOTOR VEHICLE	0.00	17,267.95	172.68 %	833.00	10,000.00	(7,267.95)	7,900.38	10,731.11
02-1045	BOND PROCEEDS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>16,548.06</b>	<b>218,090.83</b>	<b>84.15 %</b>	<b>21,596.00</b>	<b>259,156.00</b>	<b>41,065.17</b>	<b>333,130.13</b>	<b>449,707.88</b>
<b>Expense</b>									
<b>STREET FUND</b>									
02-2001	SALARIES	11,210.28	125,746.67	67.97 %	15,417.00	185,000.00	59,253.33	128,998.77	161,395.60
02-2002	EMPLOYEE INSURANCE	5,413.13	59,930.23	75.86 %	6,583.00	79,000.00	19,069.77	56,262.26	73,690.29
02-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-2004	SUPPLIES	680.10	9,035.05	50.19 %	1,500.00	18,000.00	8,964.95	16,982.36	19,115.97
02-2005	REPAIR & MAINTENANCE	11,147.46	33,232.40	110.77 %	2,500.00	30,000.00	(3,232.40)	34,397.95	36,188.24
02-2006	UTILITIES-ELECTRIC	153.32	1,819.21	45.48 %	333.00	4,000.00	2,180.79	1,902.56	2,476.47
02-2007	UTILITIES-SOURCE GAS	222.76	4,860.89	54.01 %	750.00	9,000.00	4,139.11	6,841.70	7,143.69
02-2008	TELEPHONE	177.34	1,666.78	83.34 %	167.00	2,000.00	333.22	1,565.15	2,227.95
02-2009	PROFESSIONAL	0.00	13,628.80	136.29 %	833.00	10,000.00	(3,628.80)	9,908.95	9,908.95
02-2010	INSURANCE	0.00	12,967.48	64.84 %	1,667.00	20,000.00	7,032.52	101.41	101.41
02-2012	MISCELLANEOUS	0.00	1,305.50	43.52 %	250.00	3,000.00	1,694.50	12.67	12.67
02-2015	CHEMICAL & INSECT	0.00	3,384.60	112.82 %	250.00	3,000.00	(384.60)	3,005.58	4,551.83
02-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-2025	RE IMPROVEMENTS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-2026	CAPITAL OUTLAY	0.00	63,850.00	98.23 %	5,417.00	65,000.00	1,150.00	12,262.50	12,262.50
02-2027	GAS & OIL	559.97	5,487.96	54.88 %	833.00	10,000.00	4,512.04	6,586.12	8,831.35
02-2028	SNOW REMOVAL	0.00	3,336.69	0.00 %	0.00	0.00	(3,336.69)	338.04	338.04
02-2029	SAND & GRAVEL	1,109.58	16,050.52	321.01 %	417.00	5,000.00	(11,050.52)	1,613.85	5,298.94
02-2030	CONC & BLACK TOP	0.00	4,525.24	30.17 %	1,250.00	15,000.00	10,474.76	2,798.88	10,379.89
02-2031	SIGNS	0.00	10,921.66	0.00 %	0.00	0.00	(10,921.66)	319.81	434.16
02-2032	PAVEMENT MARK	0.00	0.00	0.00 %	167.00	2,000.00	2,000.00	0.00	0.00
02-2033	FLAGS/FLAR/BAR	0.00	1,046.36	29.90 %	292.00	3,500.00	2,453.64	0.00	0.00
02-2034	BOND & INTEREST	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-2035	STREET IMPROVEMENTS	202.47	202.47	0.56 %	3,017.00	36,200.00	35,997.53	0.00	0.00
02-2095	CITY SHARE FICA	695.02	7,796.17	69.30 %	938.00	11,250.00	3,453.83	7,997.95	10,006.56
02-2096	CITY SHARE MEDICARE	162.56	1,823.26	52.09 %	292.00	3,500.00	1,676.74	1,870.50	2,340.29
02-2097	CITY SHARE IRA	279.31	3,684.71	64.08 %	479.00	5,750.00	2,065.29	3,784.08	4,647.86
02-2098	CITY SHARE ROTH	186.22	2,456.57	70.19 %	292.00	3,500.00	1,043.43	2,522.82	3,098.70
<b>TOTAL Expense</b>		<b>32,199.52</b>	<b>388,759.22</b>	<b>74.23 %</b>	<b>43,644.00</b>	<b>523,700.00</b>	<b>134,940.78</b>	<b>300,073.91</b>	<b>374,451.36</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
PROFIT / (LOSS) :		<b>(15,651.46)</b>	<b>(170,668.39)</b>		<b>(22,048.00)</b>	<b>(264,544.00)</b>	<b>(93,875.61)</b>	<b>33,056.22</b>	<b>75,256.52</b>
<b>Revenue</b>									
SALES TAX FUND									
03-1004	OTHER INCOME	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-1005	INTEREST	0.00	0.00	0.00 %	1.00	10.00	10.00	0.00	0.00
03-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-1023	STATE SALES TAX	0.00	0.00	0.00 %	7,500.00	90,000.00	90,000.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>7,501.00</b>	<b>90,010.00</b>	<b>90,010.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>									
SALES TAX FUND									
03-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-2036	SALES TAX PD TO ST	0.00	0.00	0.00 %	7,501.00	90,010.00	90,010.00	0.00	0.00
03-2037	TAX RELIEF-CEM	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-2038	FUTURE CAPITAL	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-2049	EQUIPMENT PARK	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-2091	EQUIPMENT GENERAL	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>7,501.00</b>	<b>90,010.00</b>	<b>90,010.00</b>	<b>0.00</b>	<b>0.00</b>
PROFIT / (LOSS) :		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>CEMETERY FUND</b>									
04-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-1004	OTHER INCOME	0.00	270.00	10.80 %	208.00	2,500.00	2,230.00	630.00	1,014.33
04-1005	INTEREST	2.01	28.17	28.17 %	8.00	100.00	71.83	20.70	747.49
04-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-1007	TRANSFER	5,650.00	50,850.00	75.00 %	5,650.00	67,800.00	16,950.00	50,850.00	67,800.00
04-1008	DONATIONS	250.00	775.00	77.50 %	83.00	1,000.00	225.00	50.00	150.00
04-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-1024	GRAVE OPENING	350.00	6,150.00	123.00 %	417.00	5,000.00	(1,150.00)	7,100.00	10,850.00
04-1025	CEMETERY LOTS	2,005.00	5,205.00	104.10 %	417.00	5,000.00	(205.00)	5,205.00	8,025.00
04-1050	COLMBARIUM RECEIPTS	0.00	0.00	0.00 %	0.00	0.00	0.00	750.00	2,250.00
04-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-1055	RECLAIMED LOT SALES	0.00	0.00	0.00 %	83.00	1,000.00	1,000.00	0.00	0.00
04-1062	PERPETUAL CARE	600.00	3,300.00	94.29 %	292.00	3,500.00	200.00	8,450.00	9,800.00
<b>TOTAL Revenue</b>		<b>8,857.01</b>	<b>66,578.17</b>	<b>77.51 %</b>	<b>7,158.00</b>	<b>85,900.00</b>	<b>19,321.83</b>	<b>73,055.70</b>	<b>100,636.82</b>
<b>Expense</b>									
<b>CEMETERY FUND</b>									
04-2001	SALARIES	5,608.68	27,300.11	71.84 %	3,167.00	38,000.00	10,699.89	23,928.33	36,524.43
04-2002	EMPLOYEE INSURANCE	356.72	2,909.83	34.23 %	708.00	8,500.00	5,590.17	7,671.80	7,351.67
04-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-2004	SUPPLIES	651.77	3,730.39	74.61 %	417.00	5,000.00	1,269.61	988.57	1,282.28
04-2005	REPAIR & MAINTENANCE	779.69	1,829.48	36.59 %	417.00	5,000.00	3,170.52	2,300.09	4,495.69
04-2006	UTILITIES-ELECTRIC	151.21	509.26	56.58 %	75.00	900.00	390.74	614.56	846.32
04-2008	TELEPHONE	90.90	830.84	75.53 %	92.00	1,100.00	269.16	757.76	1,036.01
04-2010	INSURANCE	0.00	2,708.09	90.27 %	250.00	3,000.00	291.91	181.32	181.32
04-2012	MISCELLANEOUS	105.75	1,198.85	59.94 %	167.00	2,000.00	801.15	7,215.60	7,234.95
04-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	2,912.44
04-2027	GAS & OIL	0.00	1,205.16	24.10 %	417.00	5,000.00	3,794.84	1,226.82	2,435.23
04-2038	FUTURE CAPITAL	6,671.30	11,671.30	97.26 %	1,000.00	12,000.00	328.70	0.00	10,050.00
04-2095	CITY SHARE FICA	347.75	1,692.60	70.52 %	200.00	2,400.00	707.40	1,483.55	2,264.52
04-2096	CITY SHARE MEDICARE	81.33	395.88	39.59 %	83.00	1,000.00	604.12	346.95	529.62
04-2097	CITY SHARE IRA	73.49	439.52	43.95 %	83.00	1,000.00	560.48	586.92	838.48
04-2098	CITY SHARE ROTH	49.01	292.97	36.62 %	67.00	800.00	507.03	391.26	558.96
<b>TOTAL Expense</b>		<b>14,967.60</b>	<b>56,714.28</b>	<b>66.18 %</b>	<b>7,143.00</b>	<b>85,700.00</b>	<b>28,985.72</b>	<b>47,693.53</b>	<b>78,541.92</b>
<b>PROFIT / (LOSS) :</b>		<b>(6,110.59)</b>	<b>9,863.89</b>		<b>15.00</b>	<b>200.00</b>	<b>(9,663.89)</b>	<b>25,362.17</b>	<b>22,094.90</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>POLICE FUND</b>									
05-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-1004	OTHER INCOME	0.00	0.00	0.00 %	85.00	1,025.00	1,025.00	0.00	0.00
05-1005	INTEREST	0.00	0.00	0.00 %	2.00	20.00	20.00	1.80	1.93
05-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-1007	TRANSFER	15,083.33	135,749.97	75.00 %	15,083.00	181,000.00	45,250.03	131,268.78	174,551.19
05-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-1014	PRO RATE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>15,083.33</b>	<b>135,749.97</b>	<b>74.57 %</b>	<b>15,170.00</b>	<b>182,045.00</b>	<b>46,295.03</b>	<b>131,270.58</b>	<b>174,553.12</b>

<b>Expense</b>									
<b>POLICE FUND</b>									
05-2001	SALARIES	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2004	SUPPLIES	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2005	REPAIR & MAINTENANCE	0.00	0.00	0.00 %	17.00	200.00	200.00	0.00	0.00
05-2006	UTILITIES-ELECTRIC	21.10	387.31	55.33 %	58.00	700.00	312.69	315.23	508.70
05-2007	UTILITIES-SOURCE GAS	43.52	826.71	45.93 %	150.00	1,800.00	973.29	1,161.37	1,187.35
05-2008	TELEPHONE	61.95	560.47	70.06 %	67.00	800.00	239.53	595.69	812.52
05-2010	INSURANCE	0.00	0.00	0.00 %	42.00	500.00	500.00	0.00	0.00
05-2013	OFFICE SUPPLIES	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2022	TRAVEL & CONF. MILE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2027	GAS & OIL	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2038	FUTURE CAPITAL	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2041	DOG EXPENSE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2042	CLEANING	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2043	DUES & CONV	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2044	SHERIFF ALLOWANCE	0.00	117,731.25	66.12 %	14,837.00	178,045.00	60,313.75	129,033.40	172,044.55
05-2090	N CASH RESERVE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2095	CITY SHARE FICA	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2096	CITY SHARE MEDICARE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-2098	CITY SHARE ROTH	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>126.57</b>	<b>119,505.74</b>	<b>65.65 %</b>	<b>15,171.00</b>	<b>182,045.00</b>	<b>62,539.26</b>	<b>131,105.69</b>	<b>174,553.12</b>

PROFIT / (LOSS) :

	<b>14,956.76</b>	<b>16,244.23</b>	<b>(1.00)</b>	<b>0.00</b>	<b>(16,244.23)</b>	<b>164.89</b>	<b>0.00</b>
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# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>POOL FUND</b>									
06-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1004	OTHER INCOME	0.00	0.00	0.00 %	42.00	500.00	500.00	0.00	975.76
06-1005	INTEREST	0.00	0.00	0.00 %	17.00	200.00	200.00	34.00	49.68
06-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1007	TRANSFER	(35,000.00)	9,800.00	14.58 %	5,600.00	67,200.00	57,400.00	74,734.97	67,288.69
06-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1014	PRO RATE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1019	POOL RECEIPTS	0.00	75.12	0.83 %	750.00	9,000.00	8,924.88	6,136.58	11,278.86
06-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-1057	POOL BONDS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>(35,000.00)</b>	<b>9,875.12</b>	<b>12.84 %</b>	<b>6,409.00</b>	<b>76,900.00</b>	<b>67,024.88</b>	<b>80,905.55</b>	<b>79,592.99</b>
<b>Expense</b>									
<b>POOL FUND</b>									
06-2001	SALARIES	1,244.43	1,567.48	4.48 %	2,917.00	35,000.00	33,432.52	10,628.00	35,396.25
06-2002	EMPLOYEE INSURANCE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2004	SUPPLIES	0.00	102.48	1.71 %	500.00	6,000.00	5,897.52	1,989.26	2,658.41
06-2005	REPAIR & MAINTENANCE	127.19	225.19	5.63 %	333.00	4,000.00	3,774.81	7,186.99	9,647.38
06-2006	UTILITIES-ELECTRIC	58.12	573.32	10.42 %	458.00	5,500.00	4,926.68	635.25	6,493.76
06-2007	UTILITIES-SOURCE GAS	105.23	359.25	71.85 %	42.00	500.00	140.75	296.13	458.51
06-2008	TELEPHONE	35.64	322.11	35.79 %	75.00	900.00	577.89	386.40	620.69
06-2010	INSURANCE	0.00	7,209.67	144.19 %	417.00	5,000.00	(2,209.67)	114.00	114.00
06-2012	MISCELLANEOUS	80.00	318.00	21.20 %	125.00	1,500.00	1,182.00	234.00	234.00
06-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	667.00	8,000.00	8,000.00	14,833.00	14,833.00
06-2045	MERCHANDISE FOR RESALE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2046	CHEMICALS	0.00	0.00	0.00 %	625.00	7,500.00	7,500.00	3,211.12	6,429.01
06-2048	POOL PROJECT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2090	N CASH RESERVE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2095	CITY SHARE FICA	77.16	97.19	4.32 %	188.00	2,250.00	2,152.81	658.98	2,194.68
06-2096	CITY SHARE MEDICARE	18.05	22.73	3.03 %	62.00	750.00	727.27	154.11	513.30
06-2097	CITY SHARE IRA	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2098	CITY SHARE ROTH	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>1,745.82</b>	<b>10,797.42</b>	<b>14.04 %</b>	<b>6,409.00</b>	<b>76,900.00</b>	<b>66,102.58</b>	<b>40,327.24</b>	<b>79,592.99</b>
<b>PROFIT / (LOSS) :</b>		<b>(36,745.82)</b>	<b>(922.30)</b>		<b>0.00</b>	<b>0.00</b>	<b>922.30</b>	<b>40,578.31</b>	<b>0.00</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>PARK FUND</b>									
07-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1004	OTHER INCOME	0.00	534.57	53.46 %	83.00	1,000.00	465.43	0.00	365.87
07-1005	INTEREST	0.00	0.00	0.00 %	3.00	35.00	35.00	39.25	58.02
07-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1007	TRANSFER	17,455.42	157,098.78	75.00 %	17,455.00	209,465.00	52,366.22	157,098.78	151,299.04
07-1008	DONATIONS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	25,000.00
07-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1014	PRO RATE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1028	REIMBURSEMENT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1034	STATE GRANT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>17,455.42</b>	<b>157,633.35</b>	<b>74.89 %</b>	<b>17,541.00</b>	<b>210,500.00</b>	<b>52,866.65</b>	<b>157,138.03</b>	<b>176,722.93</b>
<b>Expense</b>									
<b>PARK FUND</b>									
07-2001	SALARIES	15,973.82	56,103.26	67.59 %	6,917.00	83,000.00	26,896.74	49,476.53	76,918.07
07-2002	EMPLOYEE INSURANCE	2,261.39	16,123.24	80.62 %	1,667.00	20,000.00	3,876.76	14,002.88	19,754.19
07-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2004	SUPPLIES	2,499.46	13,112.34	87.42 %	1,250.00	15,000.00	1,887.66	7,533.77	11,279.05
07-2005	REPAIR & MAINTENANCE	1,367.91	7,981.84	39.91 %	1,667.00	20,000.00	12,018.16	8,073.69	14,011.13
07-2006	UTILITIES-ELECTRIC	554.70	4,973.99	82.90 %	500.00	6,000.00	1,026.01	4,744.95	6,338.59
07-2008	TELEPHONE	122.29	1,052.13	52.61 %	167.00	2,000.00	947.87	1,120.13	1,418.38
07-2010	INSURANCE	0.00	7,832.69	78.33 %	833.00	10,000.00	2,167.31	0.00	0.00
07-2012	MISCELLANEOUS	0.00	1,233.52	61.68 %	167.00	2,000.00	766.48	2,038.17	2,312.76
07-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2026	CAPITAL OUTLAY	0.00	26,052.56	104.21 %	2,083.00	25,000.00	(1,052.56)	14,188.88	24,688.88
07-2027	GAS & OIL	689.73	3,137.64	34.86 %	750.00	9,000.00	5,862.36	3,182.49	5,646.25
07-2049	EQUIPMENT PARK	0.00	0.00	0.00 %	167.00	2,000.00	2,000.00	0.00	0.00
07-2050	MOWING	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2051	GOLF COURSE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2052	BALL DIAMOND IMPROV	0.00	0.00	0.00 %	0.00	0.00	0.00	324.00	324.00
07-2053	PARK IMPROVEMENTS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2054	HERITAGE CENTER	46.52	5,712.71	95.21 %	500.00	6,000.00	287.29	4,549.25	5,151.31
07-2055	COMMUNITY CENTER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2056	STUMP REMOVAL TREES	0.00	650.00	32.50 %	167.00	2,000.00	1,350.00	0.00	0.00
07-2057	NEW BALL PARK	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2070	GRANT EXPENSE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-2085	Heritage Center & CC Expense	654.09	1,727.53	0.00 %	0.00	0.00	(1,727.53)	0.00	0.00
07-2095	CITY SHARE FICA	990.38	3,482.87	69.66 %	417.00	5,000.00	1,517.13	3,063.06	4,764.45
07-2096	CITY SHARE MEDICARE	231.62	814.55	81.46 %	83.00	1,000.00	185.45	716.37	1,114.30
07-2097	CITY SHARE IRA	200.54	1,257.78	83.85 %	125.00	1,500.00	242.22	1,252.97	1,800.93
07-2098	CITY SHARE ROTH	133.69	838.47	83.85 %	83.00	1,000.00	161.53	835.30	1,200.64
<b>TOTAL Expense</b>		<b>25,726.14</b>	<b>152,087.12</b>	<b>72.25 %</b>	<b>17,543.00</b>	<b>210,500.00</b>	<b>58,412.88</b>	<b>115,102.44</b>	<b>176,722.93</b>

City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
PROFIT / (LOSS) :		(8,270.72)	5,546.23		(2.00)	0.00	(5,546.23)	42,035.59	0.00
<b>Revenue</b>									
FIRE FUND									
08-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1004	OTHER INCOME	0.00	420.00	42.00 %	83.00	1,000.00	580.00	1,447.00	2,217.00
08-1005	INTEREST	0.00	0.00	0.00 %	4.00	50.00	50.00	7.39	14.51
08-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1007	TRANSFER	5,004.17	45,037.53	75.00 %	5,004.00	60,050.00	15,012.47	55,912.50	66,765.39
08-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1014	PRO RATE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1030	RURAL FIRE DIST.	3,187.50	3,187.50	21.98 %	1,208.00	14,500.00	11,312.50	14,856.30	14,856.30
08-1034	STATE GRANT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1037	WARRANTS/LOAN	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-1048	OCCUPATION TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	5.00	5.00
08-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>8,191.67</b>	<b>48,645.03</b>	<b>64.35 %</b>	<b>6,299.00</b>	<b>75,600.00</b>	<b>26,954.97</b>	<b>72,228.19</b>	<b>83,858.20</b>
<b>Expense</b>									
FIRE FUND									
08-2004	SUPPLIES	0.00	1,316.50	26.33 %	417.00	5,000.00	3,683.50	1,050.00	1,050.00
08-2005	REPAIR & MAINTENANCE	165.00	902.00	18.04 %	417.00	5,000.00	4,098.00	4,888.59	8,361.82
08-2006	UTILITIES-ELECTRIC	97.50	1,469.77	48.99 %	250.00	3,000.00	1,530.23	1,588.49	2,271.54
08-2007	UTILITIES-SOURCE GAS	130.56	2,480.19	62.00 %	333.00	4,000.00	1,519.81	3,589.42	3,667.38
08-2008	TELEPHONE	0.00	0.00	0.00 %	0.00	0.00	0.00	212.48	212.48
08-2010	INSURANCE	16,127.00	27,768.67	86.78 %	2,667.00	32,000.00	4,231.33	9,977.00	28,821.08
08-2012	MISCELLANEOUS	0.00	0.00	0.00 %	167.00	2,000.00	2,000.00	0.00	0.00
08-2022	TRAVEL & CONF. MILE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	1,250.00	15,000.00	15,000.00	20,082.60	20,082.60
08-2038	FUTURE CAPITAL	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2058	ALLOWANCE	800.00	7,200.00	75.00 %	800.00	9,600.00	2,400.00	7,200.00	9,600.00
08-2095	CITY SHARE FICA	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2096	CITY SHARE MEDICARE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>17,320.06</b>	<b>41,137.13</b>	<b>54.41 %</b>	<b>6,301.00</b>	<b>75,600.00</b>	<b>34,462.87</b>	<b>48,588.58</b>	<b>74,066.90</b>
PROFIT / (LOSS) :		(9,128.39)	7,507.90		(2.00)	0.00	(7,507.90)	23,639.61	9,791.30

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
LIBRARY FUND									
09-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-1004	OTHER INCOME	0.00	385.11	77.02 %	42.00	500.00	114.89	606.64	744.66
09-1005	INTEREST	0.00	0.00	0.00 %	2.00	25.00	25.00	4.45	6.71
09-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-1007	TRANSFER	8,184.58	73,661.22	75.00 %	8,185.00	98,215.00	24,553.78	69,911.28	89,141.26
09-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-1031	LIBRARY FEES	0.00	221.54	22.15 %	83.00	1,000.00	778.46	296.55	304.74
09-1034	STATE GRANT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-1056	LOST BOOK	0.00	2.99	2.99 %	8.00	100.00	97.01	26.95	26.95
<b>TOTAL Revenue</b>		<b>8,184.58</b>	<b>74,270.86</b>	<b>74.39 %</b>	<b>8,320.00</b>	<b>99,840.00</b>	<b>25,569.14</b>	<b>70,845.87</b>	<b>90,224.32</b>
<b>Expense</b>									
LIBRARY FUND									
09-2001	SALARIES	4,140.17	40,072.94	73.61 %	4,537.00	54,440.00	14,367.06	39,024.96	50,971.49
09-2002	EMPLOYEE INSURANCE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2004	SUPPLIES	124.18	2,290.27	65.44 %	292.00	3,500.00	1,209.73	2,342.96	3,198.90
09-2005	REPAIR & MAINTENANCE	47.03	3,167.98	79.20 %	333.00	4,000.00	832.02	3,744.79	4,552.21
09-2006	UTILITIES-ELECTRIC	344.08	4,597.89	56.07 %	683.00	8,200.00	3,602.11	5,277.11	7,506.21
09-2010	INSURANCE	0.00	3,450.90	69.02 %	417.00	5,000.00	1,549.10	0.00	0.00
09-2012	MISCELLANEOUS	0.00	739.66	49.31 %	125.00	1,500.00	760.34	733.60	1,518.08
09-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2026	CAPITAL OUTLAY	1,603.50	1,603.50	80.18 %	167.00	2,000.00	396.50	2,000.00	2,000.00
09-2038	FUTURE CAPITAL	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2060	UPKEEP	0.00	244.59	14.39 %	142.00	1,700.00	1,455.41	1,100.49	1,695.49
09-2061	BOOKS	1,331.30	6,250.56	59.53 %	875.00	10,500.00	4,249.44	6,535.10	10,482.68
09-2062	MAGAZINES	0.00	2,042.90	45.40 %	375.00	4,500.00	2,457.10	2,682.55	4,399.78
09-2070	GRANT EXPENSE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2090	N CASH RESERVE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2095	CITY SHARE FICA	256.68	2,484.50	75.29 %	275.00	3,300.00	815.50	2,419.64	3,160.33
09-2096	CITY SHARE MEDICARE	60.02	581.00	48.42 %	100.00	1,200.00	619.00	565.90	739.15
09-2097	CITY SHARE IRA	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2098	CITY SHARE ROTH	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>7,906.96</b>	<b>67,526.69</b>	<b>67.63 %</b>	<b>8,321.00</b>	<b>99,840.00</b>	<b>32,313.31</b>	<b>66,427.10</b>	<b>90,224.32</b>
<b>PROFIT / (LOSS) :</b>		<b>277.62</b>	<b>6,744.17</b>		<b>(1.00)</b>	<b>0.00</b>	<b>(6,744.17)</b>	<b>4,418.77</b>	<b>0.00</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
STREET LIGHTS									
10-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-1004	OTHER INCOME	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-1005	INTEREST	0.00	0.00	0.00 %	1.00	10.00	10.00	0.23	1.27
10-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-1007	TRANSFER	3,499.17	31,492.53	75.00 %	3,499.00	41,990.00	10,497.47	31,492.53	38,720.06
10-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>3,499.17</b>	<b>31,492.53</b>	<b>74.98 %</b>	<b>3,500.00</b>	<b>42,000.00</b>	<b>10,507.47</b>	<b>31,492.76</b>	<b>38,721.33</b>
<b>Expense</b>									
STREET LIGHTS									
10-2006	UTILITIES-ELECTRIC	2,942.86	26,213.85	65.53 %	3,333.00	40,000.00	13,786.15	29,888.27	38,479.35
10-2012	MISCELLANEOUS	0.00	582.81	29.14 %	167.00	2,000.00	1,417.19	46.98	241.98
10-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>2,942.86</b>	<b>26,796.66</b>	<b>63.80 %</b>	<b>3,500.00</b>	<b>42,000.00</b>	<b>15,203.34</b>	<b>29,935.25</b>	<b>38,721.33</b>
PROFIT / (LOSS) :		<b>556.31</b>	<b>4,695.87</b>		<b>0.00</b>	<b>0.00</b>	<b>(4,695.87)</b>	<b>1,557.51</b>	<b>0.00</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
HEALTH CENTER									
11-1005	INTEREST	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-1007	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-1009	RENT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>									
HEALTH CENTER									
11-2004	SUPPLIES	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-2005	REPAIR & MAINTENANCE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-2007	UTILITIES-SOURCE GAS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-2010	INSURANCE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-2026	CAPITAL OUTLAY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-2093	H CENTER TAXES	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PROFIT / (LOSS) :</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>SEWER FUND</b>									
12-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
12-1004	OTHER INCOME	0.00	1,500.00	0.00 %	0.00	0.00	(1,500.00)	0.00	148.63
12-1005	INTEREST	56.91	541.59	108.32 %	42.00	500.00	(41.59)	389.22	559.59
12-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
12-1007	TRANSFER	125,000.00	125,000.00	100.00 %	10,417.00	125,000.00	0.00	0.00	115,000.00
12-1032	COLLECTIONS	20,178.50	180,852.00	75.36 %	20,000.00	240,000.00	59,148.00	179,920.93	228,965.98
12-1052	LATE FEES & RECONNECT	315.00	3,270.00	65.40 %	417.00	5,000.00	1,730.00	3,367.50	4,537.50
12-1054	UTILITY DEPOSITS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>145,550.41</b>	<b>311,163.59</b>	<b>83.98 %</b>	<b>30,876.00</b>	<b>370,500.00</b>	<b>59,336.41</b>	<b>183,677.65</b>	<b>349,211.70</b>
<b>Expense</b>									
<b>SEWER FUND</b>									
12-2001	SALARIES	5,250.09	52,040.80	69.39 %	6,250.00	75,000.00	22,959.20	49,952.60	66,329.21
12-2002	EMPLOYEE INSURANCE	2,294.34	22,538.52	107.33 %	1,750.00	21,000.00	(1,538.52)	13,436.30	20,541.95
12-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
12-2004	SUPPLIES	60.00	1,594.24	159.42 %	83.00	1,000.00	(594.24)	173.20	223.20
12-2005	REPAIR & MAINTENANCE	954.05	35,111.47	234.08 %	1,250.00	15,000.00	(20,111.47)	15,948.91	16,233.01
12-2006	UTILITIES-ELECTRIC	694.21	5,791.39	72.39 %	667.00	8,000.00	2,208.61	6,053.11	8,843.03
12-2007	UTILITIES-SOURCE GAS	27.13	517.95	69.06 %	62.00	750.00	232.05	738.36	770.94
12-2008	TELEPHONE	54.53	435.67	0.00 %	0.00	0.00	(435.67)	326.46	495.65
12-2009	PROFESSIONAL	0.00	13,368.80	0.00 %	0.00	0.00	(13,368.80)	431.67	431.67
12-2010	INSURANCE	0.00	3,086.87	154.34 %	167.00	2,000.00	(1,086.87)	133.50	133.50
12-2013	OFFICE SUPPLIES	0.00	0.00	0.00 %	83.00	1,000.00	1,000.00	0.00	0.00
12-2015	CHEMICAL & INSECT	0.00	0.00	0.00 %	33.00	400.00	400.00	0.00	0.00
12-2024	TRANSFER	0.00	0.00	0.00 %	10,277.00	123,325.00	123,325.00	0.00	0.00
12-2025	RE IMPROVEMENTS	0.00	0.00	0.00 %	984.00	11,803.00	11,803.00	0.00	0.00
12-2026	CAPITAL OUTLAY	110,548.96	116,326.34	298.27 %	3,250.00	39,000.00	(77,326.34)	16,917.50	16,917.50
12-2027	GAS & OIL	172.62	1,144.02	114.40 %	83.00	1,000.00	(144.02)	130.58	291.01
12-2046	CHEMICALS	0.00	0.00	0.00 %	125.00	1,500.00	1,500.00	0.00	0.00
12-2063	CLEAN SEWER/CULVERTS	10,530.40	10,530.40	105.30 %	833.00	10,000.00	(530.40)	0.00	0.00
12-2064	SEWER LINES	0.00	20,695.80	0.00 %	0.00	0.00	(20,695.80)	0.00	33,323.00
12-2065	ENGINEERING	1,071.06	14,416.09	120.13 %	1,000.00	12,000.00	(2,416.09)	14,447.29	15,365.88
12-2066	LIFT STATION	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
12-2067	B & 1940 PAYMENT	0.00	0.00	0.00 %	16,667.00	200,000.00	200,000.00	0.00	0.00
12-2095	CITY SHARE FICA	325.49	3,226.37	71.70 %	375.00	4,500.00	1,273.63	3,097.06	4,112.43
12-2096	CITY SHARE MEDICARE	76.11	754.48	65.61 %	96.00	1,150.00	395.52	724.30	961.77
12-2097	CITY SHARE IRA	157.49	1,561.30	69.39 %	188.00	2,250.00	688.70	1,494.24	1,985.53
12-2098	CITY SHARE ROTH	105.01	1,040.82	69.39 %	125.00	1,500.00	459.18	996.22	1,323.77
<b>TOTAL Expense</b>		<b>132,321.49</b>	<b>304,181.33</b>	<b>57.16 %</b>	<b>44,348.00</b>	<b>532,178.00</b>	<b>227,996.67</b>	<b>125,001.30</b>	<b>188,283.05</b>
<b>PROFIT / (LOSS) :</b>		<b>13,228.92</b>	<b>6,982.26</b>		<b>(13,472.00)</b>	<b>(161,678.00)</b>	<b>(168,660.26)</b>	<b>58,676.35</b>	<b>160,928.65</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
GARBAGE FUND									
13-1005	INTEREST	0.00	0.00	0.00 %	1.00	10.00	10.00	1.69	3.31
13-1007	TRANSFER	624.17	5,617.53	75.00 %	624.00	7,490.00	1,872.47	5,617.53	2,679.31
13-1033	RECEIPTS	8,840.50	77,651.11	77.65 %	8,333.00	100,000.00	22,348.89	74,450.77	99,069.28
13-1034	STATE GRANT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
13-1035	LANDFILL/GRASS	250.00	2,958.40	295.84 %	83.00	1,000.00	(1,958.40)	1,275.00	1,400.00
<b>TOTAL Revenue</b>		<b>9,714.67</b>	<b>86,227.04</b>	<b>79.47 %</b>	<b>9,041.00</b>	<b>108,500.00</b>	<b>22,272.96</b>	<b>81,344.99</b>	<b>103,151.90</b>
<b>Expense</b>									
GARBAGE FUND									
13-2010	INSURANCE	0.00	0.00	0.00 %	42.00	500.00	500.00	0.00	0.00
13-2068	GARBAGE SERVICE	8,406.80	74,805.95	74.81 %	8,333.00	100,000.00	25,194.05	73,919.40	82,088.65
13-2069	LANDFILL	0.00	1,619.46	20.24 %	667.00	8,000.00	6,380.54	4,074.85	20,505.25
13-2070	GRANT EXPENSE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>8,406.80</b>	<b>76,425.41</b>	<b>70.44 %</b>	<b>9,042.00</b>	<b>108,500.00</b>	<b>32,074.59</b>	<b>77,994.25</b>	<b>102,593.90</b>
<b>PROFIT / (LOSS) :</b>		<b>1,307.87</b>	<b>9,801.63</b>		<b>(1.00)</b>	<b>0.00</b>	<b>(9,801.63)</b>	<b>3,350.74</b>	<b>558.00</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>WATER FUND</b>									
14-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-1004	OTHER INCOME	1,022.22	1,322.22	66.11 %	167.00	2,000.00	677.78	720.95	3,797.08
14-1005	INTEREST	15.85	221.15	44.23 %	42.00	500.00	278.85	221.27	328.25
14-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-1007	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-1032	COLLECTIONS	29,608.00	213,057.32	80.40 %	22,083.00	265,000.00	51,942.68	203,464.56	296,463.25
14-1037	WARRANTS/LOAN	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-1038	HOOKUPS/TAPPING	0.00	0.00	0.00 %	21.00	250.00	250.00	515.00	2,829.22
14-1052	LATE FEES & RECONNECT	300.00	3,290.00	65.80 %	417.00	5,000.00	1,710.00	3,257.50	4,422.50
14-1054	UTILITY DEPOSITS	0.00	0.00	0.00 %	0.00	0.00	0.00	200.00	(3,906.10)
<b>TOTAL Revenue</b>		<b>30,946.07</b>	<b>217,890.69</b>	<b>79.89 %</b>	<b>22,730.00</b>	<b>272,750.00</b>	<b>54,859.31</b>	<b>208,379.28</b>	<b>303,934.20</b>
<b>Expense</b>									
<b>WATER FUND</b>									
14-2001	SALARIES	5,921.98	58,869.16	73.59 %	6,667.00	80,000.00	21,130.84	56,315.91	74,649.60
14-2002	EMPLOYEE INSURANCE	2,768.67	27,085.02	71.28 %	3,167.00	38,000.00	10,914.98	27,374.50	36,071.26
14-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-2004	SUPPLIES	652.74	35,663.00	101.89 %	2,917.00	35,000.00	(663.00)	10,807.81	14,742.58
14-2005	REPAIR & MAINTENANCE	1,076.01	19,398.65	38.80 %	4,167.00	50,000.00	30,601.35	12,961.24	19,206.65
14-2006	UTILITIES-ELECTRIC	1,422.25	13,019.04	50.07 %	2,167.00	26,000.00	12,980.96	14,176.46	19,937.96
14-2007	UTILITIES-SOURCE GAS	109.48	569.50	28.48 %	167.00	2,000.00	1,430.50	487.17	658.99
14-2008	TELEPHONE	70.57	681.60	136.32 %	42.00	500.00	(181.60)	470.83	688.14
14-2009	PROFESSIONAL	0.00	15,219.74	507.32 %	250.00	3,000.00	(12,219.74)	2,589.61	2,689.61
14-2010	INSURANCE	0.00	9,952.26	117.09 %	708.00	8,500.00	(1,452.26)	133.49	133.49
14-2012	MISCELLANEOUS	0.00	286.27	28.63 %	83.00	1,000.00	713.73	535.14	735.14
14-2013	OFFICE SUPPLIES	35.90	35.90	7.18 %	42.00	500.00	464.10	0.00	0.00
14-2024	TRANSFER	0.00	0.00	0.00 %	2,193.00	26,320.00	26,320.00	0.00	0.00
14-2025	RE IMPROVEMENTS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-2026	CAPITAL OUTLAY	0.00	133,674.54	267.35 %	4,167.00	50,000.00	(83,674.54)	16,917.50	16,917.50
14-2027	GAS & OIL	172.62	1,024.83	204.97 %	42.00	500.00	(524.83)	321.32	534.56
14-2065	ENGINEERING	1,071.07	14,911.08	149.11 %	833.00	10,000.00	(4,911.08)	0.00	617.88
14-2071	EQUIPMENT	0.00	0.00	0.00 %	417.00	5,000.00	5,000.00	799.00	799.00
14-2072	TESTS & CHLORINE	814.08	1,657.12	27.62 %	500.00	6,000.00	4,342.88	1,462.46	2,456.72
14-2073	REFUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	15.00
14-2074	WATER LINES	0.00	0.00	0.00 %	1,697.00	20,361.00	20,361.00	0.00	0.00
14-2075	WELLS	0.00	0.00	0.00 %	1,250.00	15,000.00	15,000.00	0.00	0.00
14-2076	PEOPLE SERVICE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
14-2079	REFUNDS	0.00	0.00	0.00 %	0.00	0.00	0.00	178.75	178.75
14-2095	CITY SHARE FICA	367.15	3,649.74	68.22 %	446.00	5,350.00	1,700.26	3,491.55	4,628.26
14-2096	CITY SHARE MEDICARE	85.84	853.45	46.13 %	154.00	1,850.00	996.55	816.58	1,082.41
14-2097	CITY SHARE IRA	177.65	1,766.19	65.41 %	225.00	2,700.00	933.81	1,689.61	2,239.63
14-2098	CITY SHARE ROTH	118.44	1,177.30	69.25 %	142.00	1,700.00	522.70	1,126.41	1,493.11
<b>TOTAL Expense</b>		<b>14,864.45</b>	<b>339,494.39</b>	<b>87.21 %</b>	<b>32,443.00</b>	<b>389,281.00</b>	<b>49,786.61</b>	<b>152,655.34</b>	<b>200,476.24</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
PROFIT / (LOSS) :		16,081.62	(121,603.70)		(9,713.00)	(116,531.00)	5,072.70	55,723.94	103,457.96

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>SPECIAL SEWER</b>									
15-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-1004	OTHER INCOME	600.00	35,275.33	351.69 %	125.00	1,500.00	(33,775.33)	79,796.80	126,577.08
15-1005	INTEREST	93.83	590.04	107.28 %	46.00	550.00	(40.04)	1,170.43	1,672.44
15-1007	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-1026	INT & PRIN INDUSTRIES	38,980.89	389,808.90	85.10 %	38,174.00	458,082.00	68,273.10	311,847.12	428,895.01
15-1028	REIMBURSEMENT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-1032	COLLECTIONS	0.00	0.00	0.00 %	10,277.00	123,325.00	123,325.00	0.00	(1,580.21)
15-1039	COLLECTIONS-AM FOODS	72,431.00	747,313.20	87.92 %	70,833.00	850,000.00	102,686.80	603,107.67	833,842.47
15-1040	COLLECTIONS--DARLING	19,789.82	134,480.68	112.07 %	10,000.00	120,000.00	(14,480.68)	53,214.75	54,832.24
<b>TOTAL Revenue</b>		<b>131,895.54</b>	<b>1,307,468.15</b>	<b>84.17 %</b>	<b>129,455.00</b>	<b>1,553,457.00</b>	<b>245,988.85</b>	<b>1,049,136.77</b>	<b>1,444,239.03</b>

<b>Expense</b>									
<b>SPECIAL SEWER</b>									
15-2001	SALARIES	7,848.79	78,452.88	101.89 %	6,417.00	77,000.00	(1,452.88)	48,304.12	68,795.68
15-2002	EMPLOYEE INSURANCE	3,451.62	33,642.78	134.57 %	2,083.00	25,000.00	(8,642.78)	18,506.97	27,775.53
15-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-2004	SUPPLIES	1,682.92	33,645.06	112.15 %	2,500.00	30,000.00	(3,645.06)	26,843.66	32,759.78
15-2005	REPAIR & MAINTENANCE	9,363.68	147,293.19	73.65 %	16,667.00	200,000.00	52,706.81	172,975.76	204,189.77
15-2006	UTILITIES-ELECTRIC	21,061.32	189,101.23	50.43 %	31,250.00	375,000.00	185,898.77	201,566.03	275,369.16
15-2007	UTILITIES-SOURCE GAS	146.27	1,981.40	66.05 %	250.00	3,000.00	1,018.60	2,199.98	2,411.03
15-2008	TELEPHONE	314.64	2,818.46	62.63 %	375.00	4,500.00	1,681.54	3,200.01	4,139.41
15-2009	PROFESSIONAL	0.00	16,935.24	846.76 %	167.00	2,000.00	(14,935.24)	9,997.31	9,997.31
15-2010	INSURANCE	0.00	19,906.62	153.13 %	1,083.00	13,000.00	(6,906.62)	88.02	88.02
15-2012	MISCELLANEOUS	0.00	0.00	0.00 %	167.00	2,000.00	2,000.00	150.00	160.25
15-2024	TRANSFER	583,082.00	583,082.00	92.69 %	52,424.00	629,082.00	46,000.00	0.00	619,082.00
15-2025	RE IMPROVEMENTS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-2026	CAPITAL OUTLAY	0.00	290,231.55	116.09 %	20,833.00	250,000.00	(40,231.55)	258,415.16	468,965.34
15-2027	GAS & OIL	172.62	1,008.35	20.17 %	417.00	5,000.00	3,991.65	3,446.81	3,926.38
15-2065	ENGINEERING	0.00	25,321.23	63.30 %	3,333.00	40,000.00	14,678.77	36,579.20	44,781.48
15-2076	PEOPLE SERVICE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-2077	TESTS	6,060.00	53,428.45	133.57 %	3,333.00	40,000.00	(13,428.45)	39,584.65	54,004.65
15-2078	LAGOON CLEANING	0.00	0.00	0.00 %	1,667.00	20,000.00	20,000.00	0.00	0.00
15-2080	FUTURE CO RESER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
15-2095	CITY SHARE FICA	486.63	4,863.96	115.81 %	350.00	4,200.00	(663.96)	2,994.92	4,265.37
15-2096	CITY SHARE MEDICARE	113.80	1,137.40	142.18 %	67.00	800.00	(337.40)	700.47	997.59
15-2097	CITY SHARE IRA	235.45	2,353.42	156.89 %	125.00	1,500.00	(853.42)	1,449.13	2,063.85
15-2098	CITY SHARE ROTH	156.98	1,569.09	104.61 %	125.00	1,500.00	(69.09)	966.03	1,375.92
<b>TOTAL Expense</b>		<b>634,176.72</b>	<b>1,486,772.31</b>	<b>86.26 %</b>	<b>143,633.00</b>	<b>1,723,582.00</b>	<b>236,809.69</b>	<b>827,968.23</b>	<b>1,825,148.52</b>

PROFIT / (LOSS) :

(502,281.18)	(179,304.16)	(14,178.00)	(170,125.00)	9,179.16	221,168.54	(380,909.49)
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# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
<b>BOND &amp; INTEREST</b>									
16-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1004	OTHER INCOME	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1005	INTEREST	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1007	TRANSFER	674,748.67	808,082.03	86.85 %	77,534.00	930,402.00	122,319.97	111,642.03	652,938.04
16-1012	MOTOR VEHICLE TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1041	PAVING ASSESSMENT	0.00	46,796.86	62.40 %	6,250.00	75,000.00	28,203.14	57,521.67	59,381.83
16-1043	SEWER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1044	STREET PROJECT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1045	BOND PROCEEDS	0.00	0.00	0.00 %	0.00	0.00	0.00	500,000.00	500,000.00
16-1046	LOAN PAYMENTS CITY	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1047	TRANSFER INDUSTRIES	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-1057	POOL BONDS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>674,748.67</b>	<b>854,878.89</b>	<b>85.03 %</b>	<b>83,784.00</b>	<b>1,005,402.00</b>	<b>150,523.11</b>	<b>669,163.70</b>	<b>1,212,319.87</b>
<b>Expense</b>									
<b>BOND &amp; INTEREST</b>									
16-2079	REFUNDS	0.00	1,516.38	0.00 %	0.00	0.00	(1,516.38)	0.00	0.00
16-2081	BOND INTEREST	124,155.00	931,891.67	93.31 %	83,226.00	998,716.00	66,824.33	931,225.39	931,225.39
16-2087	WATER PROJECT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-2088	OTHER COSTS-AMERITUS	400.00	3,850.00	256.67 %	125.00	1,500.00	(2,350.00)	5,970.00	9,680.00
16-2089	FUTURE BONDS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-2092	POOL PROJECT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
16-2094	SRF LOAN	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>124,555.00</b>	<b>937,258.05</b>	<b>93.71 %</b>	<b>83,351.00</b>	<b>1,000,216.00</b>	<b>62,957.95</b>	<b>937,195.39</b>	<b>940,905.39</b>
<b>PROFIT / (LOSS) :</b>		<b>550,193.67</b>	<b>(82,379.16)</b>		<b>433.00</b>	<b>5,186.00</b>	<b>87,565.16</b>	<b>(268,031.69)</b>	<b>271,414.48</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
RE IMPROVEMENT FUND									
17-1005	INTEREST	44.97	417.04	278.03 %	12.00	150.00	(267.04)	362.24	511.66
17-1007	TRANSFER	4,583.33	41,249.97	75.00 %	4,583.00	55,000.00	13,750.03	41,249.97	54,999.96
17-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
17-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
17-1034	STATE GRANT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
17-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenue</b>		<b>4,628.30</b>	<b>41,667.01</b>	<b>75.55 %</b>	<b>4,595.00</b>	<b>55,150.00</b>	<b>13,482.99</b>	<b>41,612.21</b>	<b>55,511.62</b>
<b>Expense</b>									
RE IMPROVEMENT FUND									
17-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
17-2025	RE IMPROVEMENTS	2,803.11	9,979.48	2.62 %	31,786.00	381,429.00	371,449.52	4,717.75	4,904.31
17-2026	CAPITAL OUTLAY	0.00	2,678.96	0.00 %	0.00	0.00	(2,678.96)	8,640.80	8,640.80
17-2070	GRANT EXPENSE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>2,803.11</b>	<b>12,658.44</b>	<b>3.32 %</b>	<b>31,786.00</b>	<b>381,429.00</b>	<b>368,770.56</b>	<b>13,358.55</b>	<b>13,545.11</b>
<b>PROFIT / (LOSS) :</b>		<b>1,825.19</b>	<b>29,008.57</b>		<b>(27,191.00)</b>	<b>(326,279.00)</b>	<b>(355,287.57)</b>	<b>28,253.66</b>	<b>41,966.51</b>

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Revenue</b>									
Golf Course									
18-1001	PROPERTY TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1002	CONSUMERS 5%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1004	OTHER INCOME	5,171.97	21,197.06	141.31 %	1,250.00	15,000.00	(6,197.06)	27,537.85	42,477.96
18-1005	INTEREST	0.00	0.00	0.00 %	0.00	0.00	0.00	8.28	32.00
18-1006	NPPD	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1007	TRANSFER	11,458.33	103,124.97	75.00 %	11,458.00	137,500.00	34,375.03	99,375.03	67,342.04
18-1008	DONATIONS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1009	RENT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1010	STATE AID	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1013	LOCAL SALES TAX	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1014	PRO RATE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1017	MDSE SOLD	94.76	120.12	0.00 %	0.00	0.00	(120.12)	38.86	294.35
18-1032	COLLECTIONS	0.00	0.00	0.00 %	1,667.00	20,000.00	20,000.00	0.00	0.00
18-1051	MUNICIPAL EQUAL FUND	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1052	LATE FEES & RECONNECT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-1058	Golf Liquor	10,144.89	11,964.32	29.91 %	3,333.00	40,000.00	28,035.68	14,352.69	39,510.02
18-1059	Golf Food	2,045.50	2,268.93	22.69 %	833.00	10,000.00	7,731.07	3,997.29	11,305.70
18-1060	Golf Green Fee	10,167.80	13,319.46	66.60 %	1,667.00	20,000.00	6,680.54	11,922.69	33,775.53
18-1061	Golf Cart Fee	6,456.84	15,508.93	77.54 %	1,667.00	20,000.00	4,491.07	15,947.40	25,080.07
<b>TOTAL Revenue</b>		<b>45,540.09</b>	<b>167,503.79</b>	<b>63.81 %</b>	<b>21,875.00</b>	<b>262,500.00</b>	<b>94,996.21</b>	<b>173,180.09</b>	<b>219,817.67</b>

<b>Expense</b>									
Golf Course									
18-2001	SALARIES	9,499.68	53,649.39	53.65 %	8,333.00	100,000.00	46,350.61	60,170.90	90,103.51
18-2002	EMPLOYEE INSURANCE	1,897.79	19,374.24	77.50 %	2,083.00	25,000.00	5,625.76	16,958.64	22,914.06
18-2003	EMPLOYEE IRS SIMPLE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-2004	SUPPLIES	1,288.87	4,624.45	15.41 %	2,500.00	30,000.00	25,375.55	6,277.72	13,964.68
18-2005	REPAIR & MAINTENANCE	2,975.45	8,362.59	69.69 %	1,000.00	12,000.00	3,637.41	9,784.22	14,696.27
18-2006	UTILITIES-ELECTRIC	276.11	8,765.12	79.68 %	917.00	11,000.00	2,234.88	8,539.47	10,302.76
18-2007	UTILITIES-SOURCE GAS	0.00	0.00	0.00 %	83.00	1,000.00	1,000.00	0.00	0.00
18-2008	TELEPHONE	105.18	948.78	79.06 %	100.00	1,200.00	251.22	947.38	1,268.25
18-2009	PROFESSIONAL	0.00	45.00	9.00 %	42.00	500.00	455.00	45.00	45.00
18-2010	INSURANCE	0.00	5,948.96	148.72 %	333.00	4,000.00	(1,948.96)	1,696.94	1,696.94
18-2011	PRINTING & PUBLICATION	0.00	12.05	1.20 %	83.00	1,000.00	987.95	31.05	31.05
18-2012	MISCELLANEOUS	0.00	2,045.13	24.06 %	708.00	8,500.00	6,454.87	(691.13)	15,274.80
18-2013	OFFICE SUPPLIES	123.25	123.25	0.00 %	0.00	0.00	(123.25)	44.49	44.49
18-2015	CHEMICAL & INSECT	0.00	8,800.43	103.53 %	708.00	8,500.00	(300.43)	2,715.10	7,539.80
18-2016	MISC. SUPPLIES	49.04	493.55	0.00 %	0.00	0.00	(493.55)	1,471.05	1,748.13
18-2021	LABOR & MACHINE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-2022	TRAVEL & CONF. MILE	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-2023	OFFICE EQUIPMENT	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-2024	TRANSFER	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-2025	RE IMPROVEMENTS	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
18-2026	CAPITAL OUTLAY	0.00	6,900.00	34.50 %	1,667.00	20,000.00	13,100.00	9,529.20	9,529.20
18-2027	GAS & OIL	0.00	737.60	14.75 %	417.00	5,000.00	4,262.40	2,178.65	4,817.54
18-2045	MERCHANDISE FOR RESALE	0.00	0.00	0.00 %	83.00	1,000.00	1,000.00	0.00	0.00
18-2083	Liquor Purchased	3,626.51	4,802.97	24.01 %	1,667.00	20,000.00	15,197.03	6,686.11	16,201.00

# City of Gibbon

Account	Account Name	Fiscal Year 19 - 20			Budget			Fiscal Year 18 - 19	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
<b>Expense (Continued)</b>									
Golf Course									
18-2084	FOOD PURCHASE	0.00	0.00	0.00 %	167.00	2,000.00	2,000.00	0.00	0.00
18-2095	CITY SHARE FICA	589.01	3,326.34	55.44 %	500.00	6,000.00	2,673.66	3,730.55	5,586.32
18-2096	CITY SHARE MEDICARE	137.74	777.87	38.89 %	167.00	2,000.00	1,222.13	872.58	1,306.63
18-2097	CITY SHARE IRA	121.62	1,216.20	54.05 %	188.00	2,250.00	1,033.80	1,292.41	1,648.39
18-2098	CITY SHARE ROTH	81.08	810.80	52.31 %	129.00	1,550.00	739.20	861.55	1,098.85
<b>TOTAL Expense</b>		<b>20,771.33</b>	<b>131,764.72</b>	<b>50.20 %</b>	<b>21,875.00</b>	<b>262,500.00</b>	<b>130,735.28</b>	<b>133,141.88</b>	<b>219,817.67</b>
PROFIT / (LOSS) :		<b>24,768.76</b>	<b>35,739.07</b>		<b>0.00</b>	<b>0.00</b>	<b>(35,739.07)</b>	<b>40,038.21</b>	<b>0.00</b>

Date Range : 6/1/2020 To 6/30/2020  
 Report is for 00-0000 through ZZ-ZZZZ.  
 Only Active accounts are included.  
 Report order = Fund  
 Transaction Source Code = Include All





CITY OF GIBBON						
BUDGET SUMMARY						
June, 2020						
FUND	BUDGET RECEIPTS	RECEIVED FOR MONTH	RECEIVED YTD	BALANCE REMAINING	% OF BUDGET REMAINING	
1	GENERAL	1,399,200.00	152,189.74	1,032,246.35	366,953.65	26.23%
2	STREET	259,156.00	16,548.06	218,090.83	41,065.17	15.85%
3	SALES TAX	90,010.00	0.00	0.00	90,010.00	100.00%
4	CEMETERY	85,900.00	8,857.01	66,638.02	19,261.98	22.42%
5	POLICE	182,045.00	15,083.33	135,749.97	46,295.03	25.43%
6	POOL	76,900.00	(35,000.00)	9,875.12	67,024.88	87.16%
7	PARK	210,500.00	17,455.42	157,633.35	52,866.65	25.11%
8	FIRE	75,600.00	8,191.67	48,645.03	26,954.97	35.65%
9	LIBRARY	99,840.00	8,184.58	74,270.86	25,569.14	25.61%
10	STREET LIGHTS	42,000.00	3,499.17	31,492.53	10,507.47	25.02%
12	SEWER	370,500.00	145,550.41	311,163.59	59,336.41	16.02%
13	GARBAGE	108,500.00	9,714.67	86,227.04	22,272.96	20.53%
14	WATER	272,750.00	30,946.07	217,890.69	54,859.31	20.11%
15	SP SEWER PLANT	1,553,457.00	131,895.54	1,307,468.15	245,988.85	15.83%
16	BOND & INTEREST	1,005,402.00	674,748.67	854,878.89	150,523.11	14.97%
17	RE IMPROVEMENTS	55,150.00	4,628.30	41,667.01	13,482.99	24.45%
18	GOLF COURSE	262,500.00	45,540.09	167,503.79	94,996.21	36.19%
<b>TRANSFER TOTALS</b>		<b>6,149,410.00</b>	<b>1,238,032.73</b>	<b>4,761,441.22</b>	<b>1,387,968.78</b>	<b>22.57%</b>
FUND	BUDGET EXPENSES	EXPENSES FOR MONTH	EXPENSES YTD	BALANCE REMAINING	% OF BUDGET REMAINING	
1	GENERAL	1,437,342.00	273,333.84	1,206,930.22	230,411.78	16.03%
2	STREET	523,700.00	32,199.52	388,759.22	134,940.78	25.77%
3	SALES TAX	90,000.00	0.00	0.00	90,000.00	100.00%
4	CEMETERY	90,010.00	14,967.60	56,714.28	33,295.72	36.99%
5	POLICE	182,045.00	126.57	119,505.74	62,539.26	34.35%
6	POOL	76,900.00	1,745.82	10,797.42	66,102.58	85.96%
7	PARK	210,500.00	25,726.14	152,087.12	58,412.88	27.75%
8	FIRE	75,600.00	17,320.06	41,137.13	34,462.87	45.59%
9	LIBRARY	99,840.00	7,906.96	67,526.69	32,313.31	32.37%
10	STREET LIGHTS	42,000.00	2,942.86	26,796.66	15,203.34	36.20%
12	SEWER	532,178.00	132,321.49	304,181.33	227,996.67	42.84%
13	GARBAGE	108,500.00	8,406.80	76,425.41	32,074.59	29.56%
14	WATER	389,281.00	14,864.45	339,494.39	49,786.61	12.79%
15	SP SEWER PLANT	1,723,582.00	634,176.72	1,486,772.31	236,809.69	13.74%
16	BOND & INTEREST	1,000,216.00	124,555.00	937,258.05	62,957.95	6.29%
17	RE IMPROVEMENTS	381,429.00	2,803.11	12,658.44	368,770.56	96.68%
18	GOLF COURSE	262,500.00	20,771.33	131,764.72	130,735.28	49.80%
<b>TRANSFER TOTAL</b>		<b>7,225,623.00</b>	<b>1,314,168.27</b>	<b>5,358,809.13</b>	<b>1,866,813.87</b>	<b>25.84%</b>
No assurance is provided on these financial statements						



<b>CITY OF GIBBON</b>					
<b>BANK RECONCILIATION</b>					
<b>FOR THE MONTH ENDING</b>					
June, 2020					
CASH ON HAND		May 31, 2020			<u>1,303,755.88</u>
RECEIPTS FOR MONTH					<u>1,238,032.73</u>
CASH TO ACCOUNT FOR					2,541,788.61
CHECK WRITTEN FOR MONTH					<u>1,314,168.27</u>
FUND BALANCE		June 30, 2020			<u>1,227,620.34</u>
ACCOUNTS REC					-63,511.11
ACCOUNTS PAYABLE					<u>22,176.07</u>
CASH BALANCE		June 30, 2020			<u>1,186,285.30</u>
PROOF OF BALANCE					
DEPOSITS IN TRANSIT					123,956.14
BALANCE ON STATEMENT		June 30, 2020			1,076,617.97
LESS CHECKS OUTSTANDING					<u>14,288.81</u>
ADJ. BANK BALANCE		June 30, 2020			<u>1,186,285.30</u>
RECONCILED BANK BALANCES					1,186,285.30
		BEG. BAL	INT MONTH	YTD INT	END. BAL.
EB CD 1884	Street	77,985.08			77,985.08
EB CD 106080	Cemetary	23,968.73		277.94	24,246.67
EB CD	Cemetary	20,333.28			20,333.28
EB CD	Cemetary	13,650.00			13,650.00
					0.00
TOTAL CD'S		135,937.09	0.00	277.94	<u>136,215.03</u>
TOTAL OF ALL FUNDS AVAILABLE					<u>1,322,500.33</u>

No assurance is provided on these financial statements

Gibbon Vol. Fire & Rescue

Staff Activity by Activity Code (Summary)

Date Between {06/01/2020} And {06/30/2020}

Activity Code	Staff Count	Total Hrs	Pct Hrs
FS Fire On Standby	7	4.83	5.16%
FX Fire At Scene	29	43.17	46.18%
MS Medical On Standby	15	17.45	18.66%
MX Medical At Scene	20	25.02	26.76%
WD Work Detail	5	3.00	3.20%
	<u>76</u>	<u>93.47</u>	

Gibbon Vol. Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {06/01/2020} And {06/30/2020}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	11.11%	\$50,000	66.66%
131 Passenger vehicle fire	1	11.11%	\$25,000	33.33%
	<u>2</u>	<u>22.22%</u>	<u>\$75,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	6	66.66%	\$0	0.00%
	<u>6</u>	<u>66.66%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	1	11.11%	\$0	0.00%
	<u>1</u>	<u>11.11%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 9

Total Est Loss: \$75,000

## Gibbon Planning Commission

### Meeting minutes July 13, 2020

#### I. Call to order

Member Brian Shafer called to order the regular meeting of the Gibbon Planning Commission to order at 6:00 p.m. on July 13, 2020

Members Present: Brian Shafer, Curt Mayo, and Jason Tracy

#### II. Approval of minutes from last meeting

Brian Shafer read the minutes from last meeting . Motion to approve the minutes from last minutes made by Mayo and second by Tracy. The minutes were approved as read.

Permit #: 2020-28 Michael Kenton -617 6th street-Deck

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-29 Sam walker -Shiers estates- Single family Home

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-30 Tiffany Morales-323 Kelsey - Accessory Building

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-31 Lonnie Jurgens Company- 615 3rd street- Single family home

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-32- Mark & Chantel Stadler-617 3rd street-fence and Acc. Building

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-33 Gary and Cheryl Hughes-301 May ave. - Carport

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-34 Gibbon Packing - 218 east Hwy 30-Acc. Building

Motion to approve the permit made by Tracy second by Mayo

Permit # 2020-35 Phil and Renae Palazola- 411 Lawn Ave.- Fence

Motion to approve the permit made by Tracy second by Mayo

Adjourn @ 6:15 p.m.

Permit No. 2020-29

Zoning Classification:(Circle One)

AGR, (R-1) R-2, R-3, C-1, C-2, I, F-1, PUD-1

Date Paid: 6-22-2020

Fee Paid: \$ 25<sup>00</sup> Cash      Check # 1181

Value Of Project: \$                     

### APPLICATION FOR A ZONING PERMIT GIBBON, NEBRASKA

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Michael Kenton  
Address: 617 6<sup>th</sup> St  
City, State, Zip: Gibbon, NE 68840  
Phone Number: 308-468-5588  
Cell Number: 308-216-0373

Contractor: SELF  
Certificate of Insurance:                       
Address:                       
Phone Number:                       
Cell Number:                     

Address of Construction Site: 617 6<sup>th</sup> Street

(If none, one must be issued from the City of Gibbon)

     New Residential         Residential Addition         Accessory Building         Fence

Proposed Structure: Ground Level Deck Dimension of Structure: 16' X 24'

Distance From Front Property Line: 55' Distance From Rear Property Line: 48'

Distance From Side Property Line: 54' Distance From 2<sup>nd</sup> Side Line: 10'

Distance Between Other Buildings (minimum 5'): 52'

Height To The Top Of Roof: N/A

Footing Depth (42" minimum):                     

Is There A Utility Easement On Either The Back Or Side Property? Yes

Approximately When Will Construction Begin? July 2020 Finish? July 2020

\*Contact:                      308.468.6118 or                      Regarding Set-Back Inspection.

Date of Inspection:                     

(Signature Chris Rector)

\*\*\*(One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel                      and the name of the lot split or Subdivision.

\*\*\*Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\*Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: Michael W. Kenton

\*\*\*This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval?                     

Approval of Planning Commission:                     

Signature of Chairman

Signature of Co-Chairman

Signature of Board Member

Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application    Approved    Denied                         Expiration Date                     

Signed                       
Mayor

Attest:                       
City Clerk

## Building Design

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	R-1	R-2	R-3	C-1	C-2	I	AGR
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft	35 Ft
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft	20 Ft
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft	35 Ft
Height	35 Ft	35 Ft	35 Ft	35 Ft	45 Ft	50 Ft	35 Ft

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

\*\*No Minimum is required except along side of a lot abutting on an A-1, TA-1, or Residential District, a side yard of not less than 15 feet shall be provided.

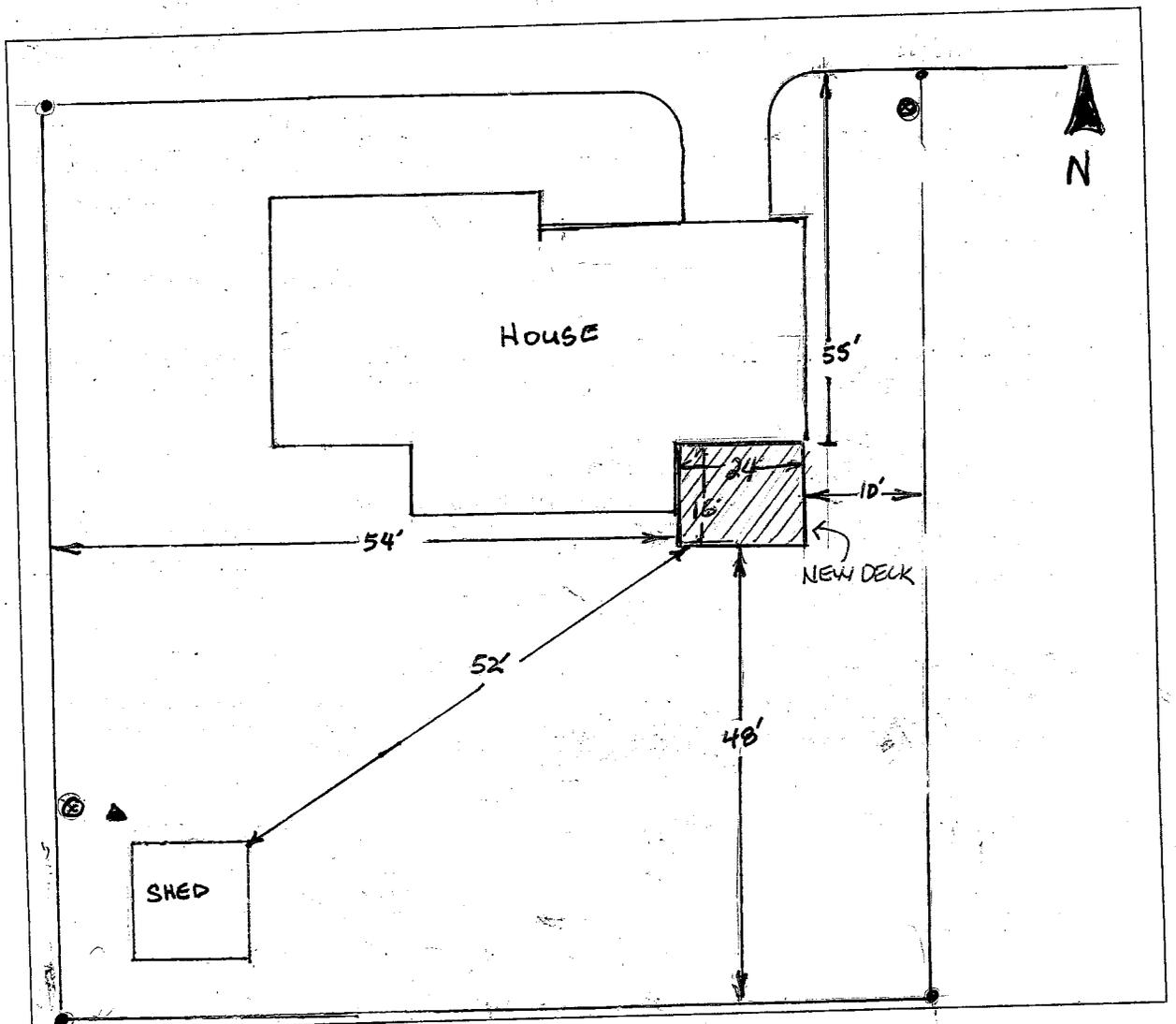
\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

- 5) **Accessory buildings.** No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.

- 6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

- 7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Is this a corner lot? Yes No (circle one)

Permit No. 2020-29

Zoning Classification:(Circle One)

AGR, R-1, R-2, R-3, C-1, C-2, I,

F-1, PUD-1

Date Paid: June 25, 2020

Fee Paid: \$ 25<sup>00</sup> Cash  Check # \_\_\_\_\_

Value Of Project: \$ \_\_\_\_\_

### APPLICATION FOR A ZONING PERMIT GIBBON, NEBRASKA

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Sam Walker

Contractor: Skip Walker

Address: 2nd Street

Certificate of Insurance: \_\_\_\_\_

City, State, Zip: Gibbon NE 68840

Address: 604 Way Ave

Phone Number: 308-240-9225

Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Cell Number: 216-3910

Address of Construction Site: Shier's Estate's

(If none, one must be issued from the City of Gibbon)

New Residential     Residential Addition     Accessory Building     Fence

Proposed Structure: \_\_\_\_\_ Dimension of Structure: \_\_\_\_\_

Distance From Front Property Line: \_\_\_\_\_ Distance From Rear Property Line: \_\_\_\_\_

Distance From Side Property Line: \_\_\_\_\_ Distance From 2<sup>nd</sup> Side Line: \_\_\_\_\_

Distance Between Other Buildings (minimum 5'): \_\_\_\_\_

Height To The Top Of Roof: \_\_\_\_\_

Footing Depth (42" minimum): \_\_\_\_\_

*see attached pages.*

Is There A Utility Easement On Either The Back Or Side Property? \_\_\_\_\_

Approximately When Will Construction Begin? Soon as poss. Finish? \_\_\_\_\_

\*Contact: \_\_\_\_\_ 308.468.6118 or \_\_\_\_\_ Regarding Set-Back Inspection.

Date of Inspection: \_\_\_\_\_

(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel June 15<sup>th</sup> and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: [Signature]

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval: \_\_\_\_\_

Approval of Planning Commission: [Signature]

Signature of Chairman

[Signature]

Signature of Co-Chairman

Signature of Board Member

Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application    Approved    Denied    \_\_\_\_\_    Expiration Date \_\_\_\_\_

Signed \_\_\_\_\_

Attest: \_\_\_\_\_

Mayor

City Clerk

**Building Design**

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>I</u>	<u>AGR</u>
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft	35 Ft
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft	20 Ft
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft	35 Ft
Height	35 Ft	35 Ft	35 Ft	35 Ft	45 Ft	50 Ft	35 Ft

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

\*\*No Minimum is required except along side of a lot abutting on an A-1, TA-1 or Residential District, a side yard of not less than 15 feet shall be provided.

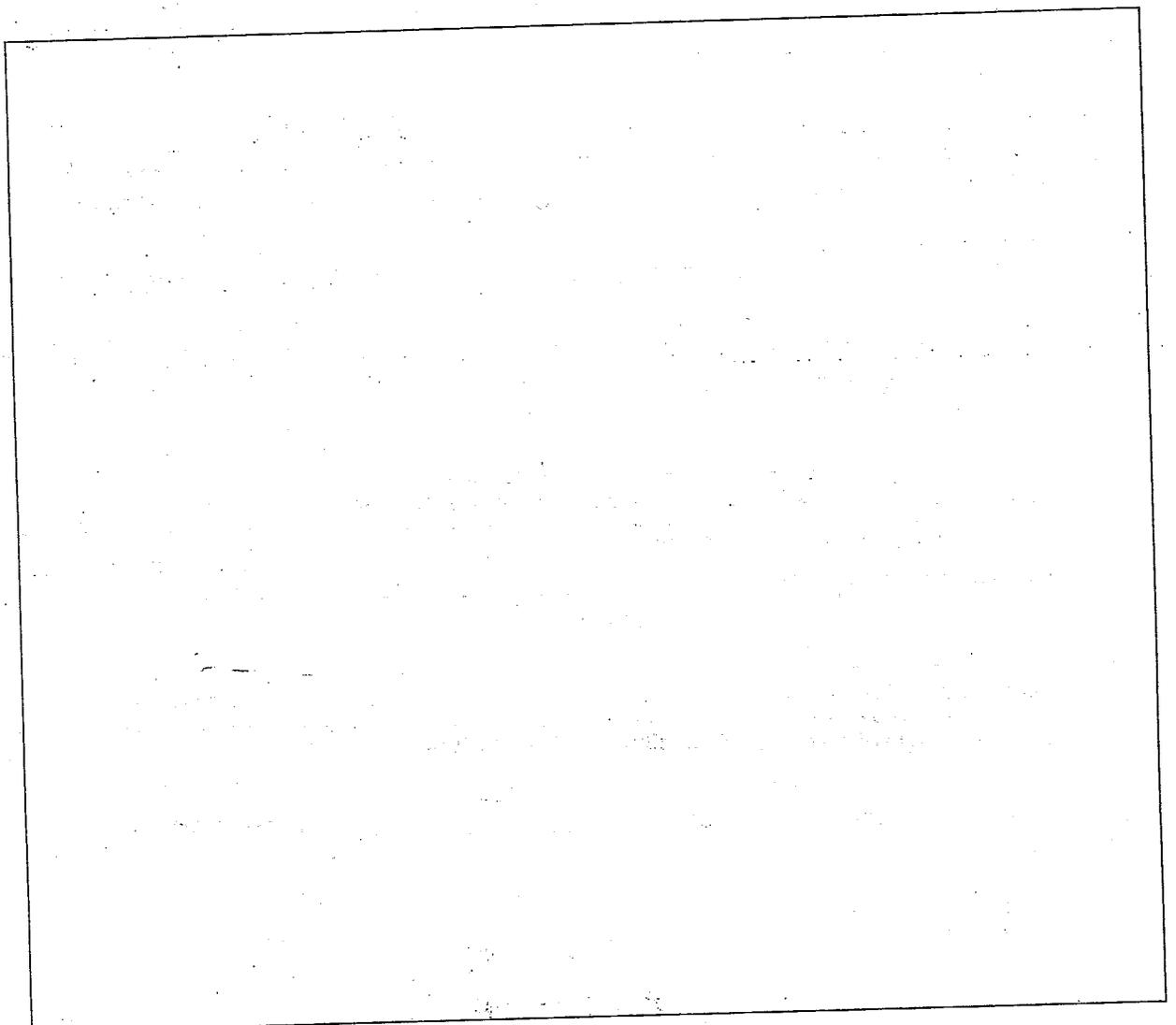
\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

5) **Accessory buildings.** No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.

6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Is this a corner lot?      Yes    No      (circle one)

79

North

165'±

212'±

290'±

48'±

17'89"

28'±

48'±

51'±

38'±

25'±

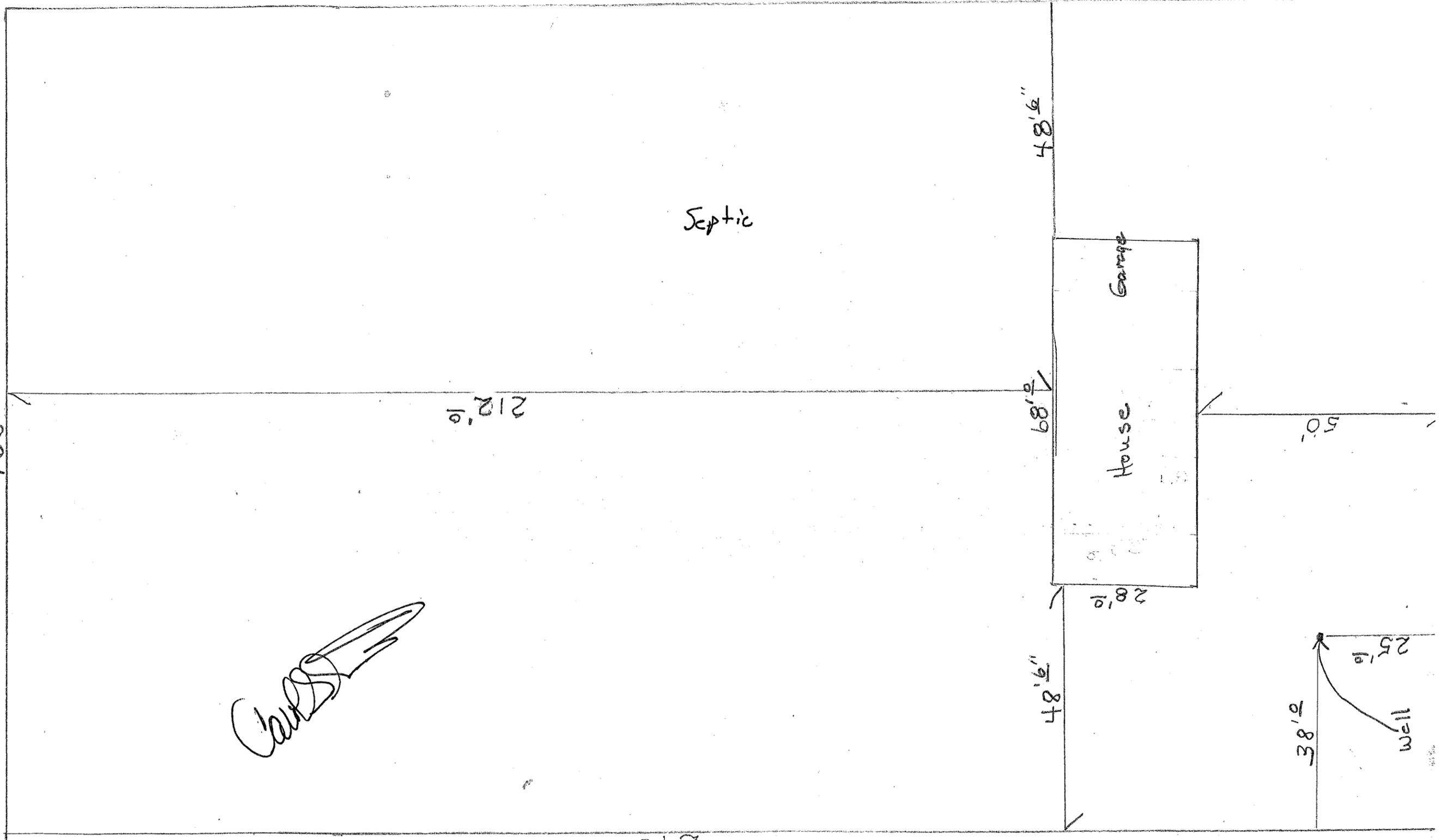
Septic

Garage

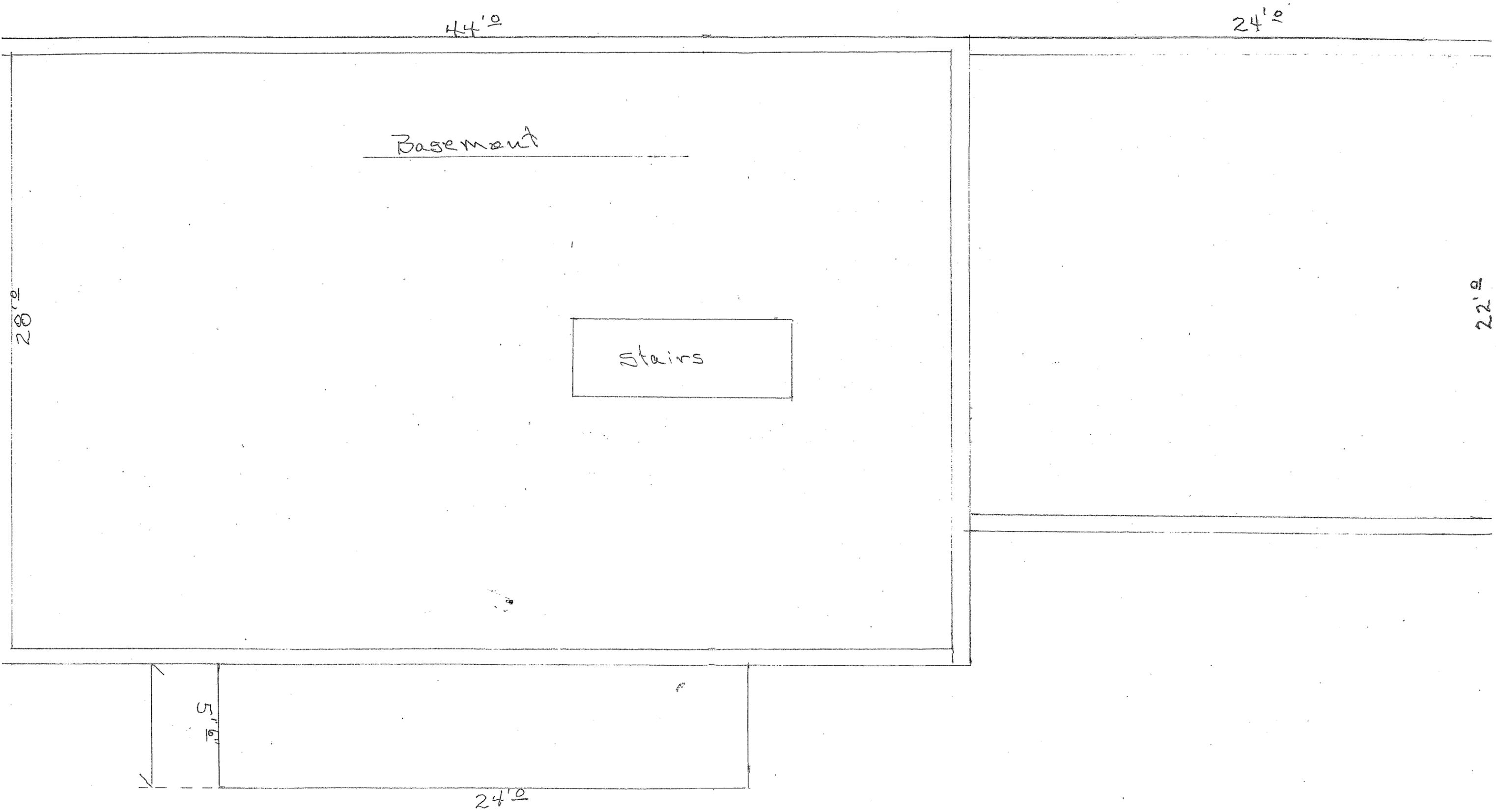
House

Well

*Carroll*







44'0"

24'0"

Basement

28'0"

22'0"

Stairs

5'6"

24'0"

Permit No. 2020-30

Zoning Classification: (Circle One)  
AGR, R-1, R-2, R-3, C-1, C-2, I,  
F-1, PUD-1

Date Paid: 07-06-2020

Fee Paid: \$ 25<sup>00</sup> Cash Check #1201

Value Of Project: \$ 2,300

**APPLICATION FOR A ZONING PERMIT**  
**GIBBON, NEBRASKA**

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Tiffany Morales  
Address: 823 Kelley St.  
City, State, Zip: Gibbon, NE 68840  
Phone Number: \_\_\_\_\_  
Cell Number: 308-233-2950

Contractor: Premier Building (Pride Homes)  
Certificate of Insurance: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

Address of Construction Site: \_\_\_\_\_

(If none, one must be issued from the City of Gibbon)

New Residential  Residential Addition  Accessory Building  Fence

Proposed Structure: Garden Shed Dimension of Structure: 8 x 10  
Distance From Front Property Line: 40ft Distance From Rear Property Line: 70ft  
Distance From Side Property Line: 10ft Distance From 2<sup>nd</sup> Side Line: 36ft  
Distance Between Other Buildings (minimum 5'): attached  
Height To The Top Of Roof: 8ft  
Footing Depth (42" minimum): N/A  
Is There A Utility Easement On Either The Back Or Side Property? NO  
Approximately When Will Construction Begin? 9/2020 Finish? 9/2020

\*Contact: \_\_\_\_\_ 308.468.6118 or \_\_\_\_\_ Regarding Set-Back Inspection.

Date of Inspection: \_\_\_\_\_

(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel \_\_\_\_\_ and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: [Signature]

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval: \_\_\_\_\_

[Signatures]

## Building Design

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	R-1	R-2	R-3	C-1	C-2	I	AGR
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft.	35 Ft.
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft.	20 Ft.
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft.	35 Ft.
Height	35 Ft.	35 Ft.	35 Ft.	35 Ft.	45 Ft.	50 Ft.	35 Ft.

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

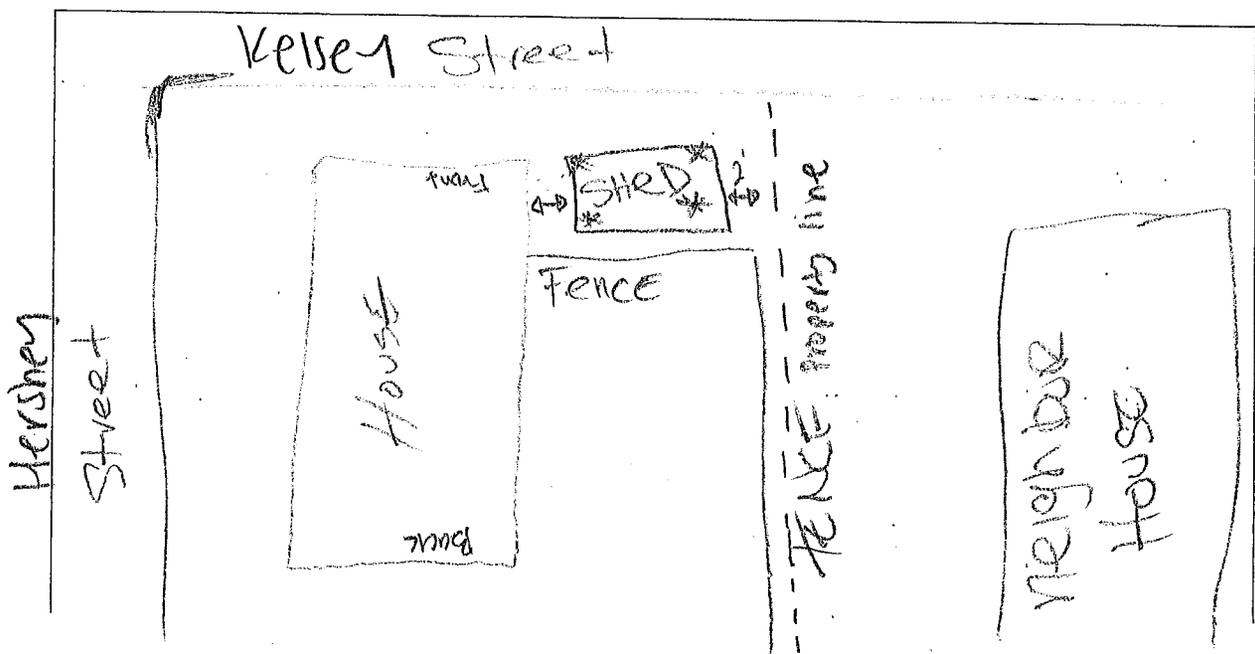
\*\* No Minimum is required except along side of a lot abutting on an A-1, TA-1, or Residential District, a side yard of not less than 15 feet shall be provided.

\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

- 5) Accessory buildings. No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.
- 6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

- 7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Permit No. 2020-31

Zoning Classification: (Circle One)

AGR, R-1, R-2, R-3, C-1, C-2, I,

F-1, PUD-1

Date Paid: 07-06-2020

Fee Paid: \$ 25<sup>00</sup> Cash      Check # 8302

Value Of Project: \$                     

### APPLICATION FOR A ZONING PERMIT GIBBON, NEBRASKA

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Lonnie Jurgens Company

Contractor: Lonnie Jurgens

Address: 2210 W Rd

Certificate of Insurance:                     

City, State, Zip: Kennett Ne 68956

Address: Same

Phone Number:                     

Phone Number:                     

Cell Number: 308-216-0129

Cell Number: Same

Address of Construction Site: 615 3<sup>rd</sup> St Gibbon Ne 68840

(If none, one must be issued from the City of Gibbon)

New Residential     Residential Addition     Accessory Building     Fence

Proposed Structure: Single Family Dwelling Dimension of Structure: 32' x 48'

Distance From Front Property Line: 25' Distance From Rear Property Line: 63'

Distance From Side Property Line: 8' Distance From 2<sup>nd</sup> Side Line: 10'

Distance Between Other Buildings (minimum 5'): NA

Height To The Top Of Roof: 110'

Footing Depth (42" minimum): minimum

Is There A Utility Easement On Either The Back Or Side Property? NO

Approximately When Will Construction Begin? 8-1-2020 Finish? 3-28-2021

\*Contact:                      308.468.6118 or                      Regarding Set-Back Inspection.

Date of Inspection:                     

(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel                      and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: Jennie Jurgens

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval:                     

Approval of Planning Commission:                     

Signature of Chairman

Signature of Co-Chairman

Signature of Board Member

Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application    Approved    Denied                            Expiration Date                     

Signed                       
Mayor

Attest:                       
City Clerk

**Building Design**

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	R-1	R-2	R-3	C-1	C-2	I	AGR
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft	35 Ft
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft	20 Ft
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft	35 Ft
Height	35 Ft	35 Ft	35 Ft	35 Ft	45 Ft	50 Ft	35 Ft

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

\*\*No Minimum is required except along side of a lot abutting on an A-1, TA-1 or Residential District, a side yard of not less than 15 feet shall be provided.

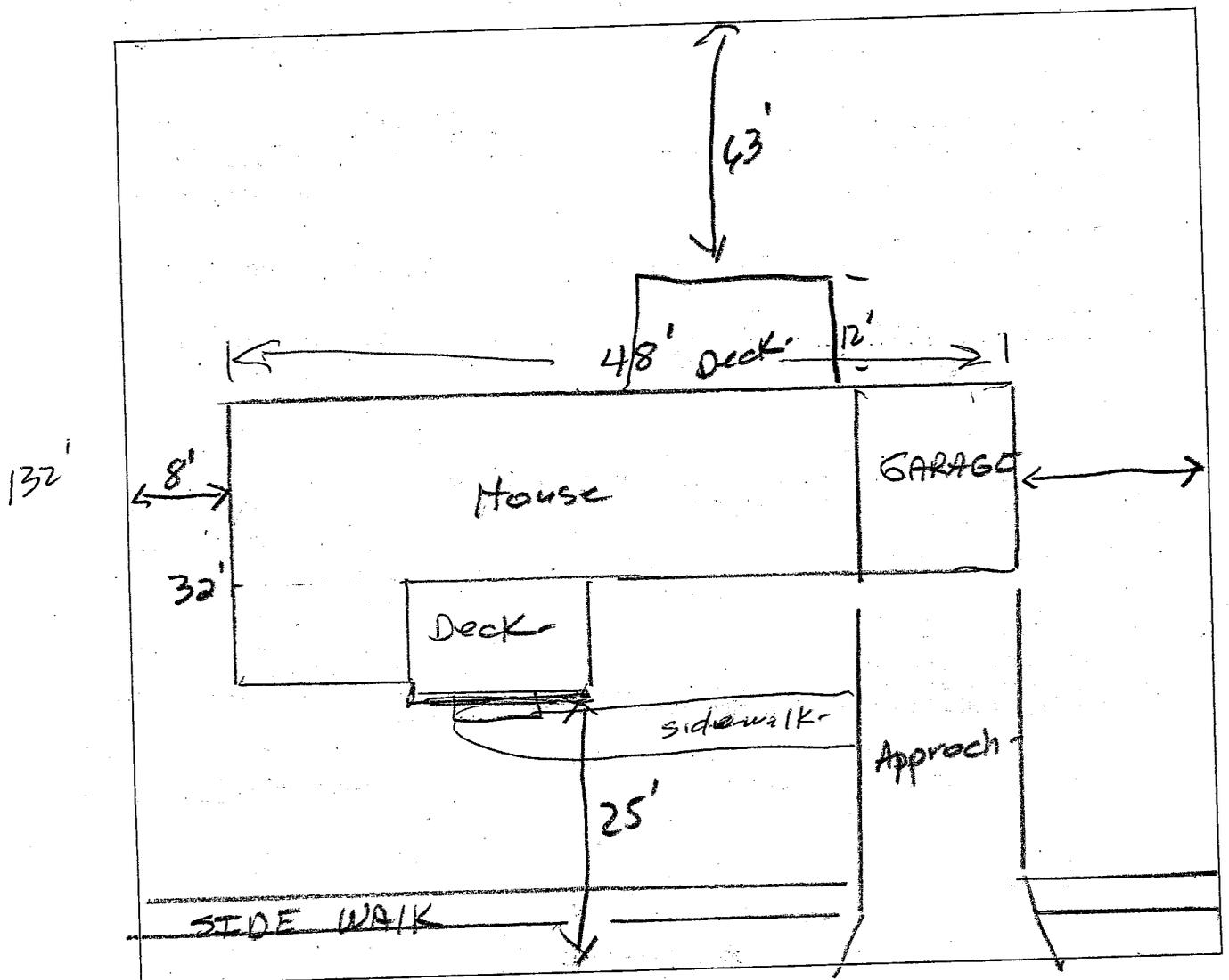
\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

5) **Accessory buildings.** No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.

6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Is this a corner lot? Yes  No  (circle one) 66'

Permit No. 2020-32

Zoning Classification: (Circle One)  
AGR, R-1, R-2, R-3, C-1, C-2, I,  
F-1, PUD-1

Date Paid: 07-08-2020

Fee Paid: \$ 25<sup>00</sup> Cash  Check # \_\_\_\_\_

Value Of Project: \$ \_\_\_\_\_

### APPLICATION FOR A ZONING PERMIT GIBBON, NEBRASKA

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Mark & Chantal Stadler  
Address: 617 3<sup>rd</sup> Ave  
City, State, Zip: Gibbon, Ne, 68840  
Phone Number: \_\_\_\_\_  
Cell Number: 308-293-1833

Contractor: \_\_\_\_\_  
Certificate of Insurance: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

Address of Construction Site: 617 3<sup>rd</sup> Ave Gibbon, Ne, 68840  
(If none, one must be issued from the City of Gibbon)

New Residential     Residential Addition     Accessory Building     Fence

Proposed Structure: Fence / Accessory Building Dimension of Structure: Fence 6'-3" x 9'-3.5" | Accessory Building 72'-11.5" x 72'-11.5" | 64'-7" x 10' x 12'  
Distance From Front Property Line: 60'-0.5" Distance From Rear Property Line: 8.50"  
Distance From Side Property Line: 8.50" Distance From 2<sup>nd</sup> Side Line: 8.50"  
Distance Between Other Buildings (minimum 5'): 5'  
Height To The Top Of Roof: 11'  
Footing Depth (42" minimum): 42"  
Is There A Utility Easement On Either The Back Or Side Property? NO  
Approximately When Will Construction Begin? Summer 2021 Finish? July 2021

\*Contact: \_\_\_\_\_ 308.468.6118 or \_\_\_\_\_ Regarding Set-Back Inspection.  
Date of Inspection: \_\_\_\_\_

(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel \_\_\_\_\_ and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: [Signature]

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval: \_\_\_\_\_

Approval of Planning Commission: [Signature]  
Signature of Chairman

[Signature]  
Signature of Co-Chairman

[Signature]  
Signature of Board Member

Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application    Approved    Denied    \_\_\_\_\_    Expiration Date \_\_\_\_\_

Signed \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**Building Design**

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>I</u>	<u>AGR</u>
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft	35 Ft
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft	20 Ft
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft	35 Ft
Height	35 Ft	35 Ft	35 Ft	35 Ft	45 Ft	50 Ft	35 Ft

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

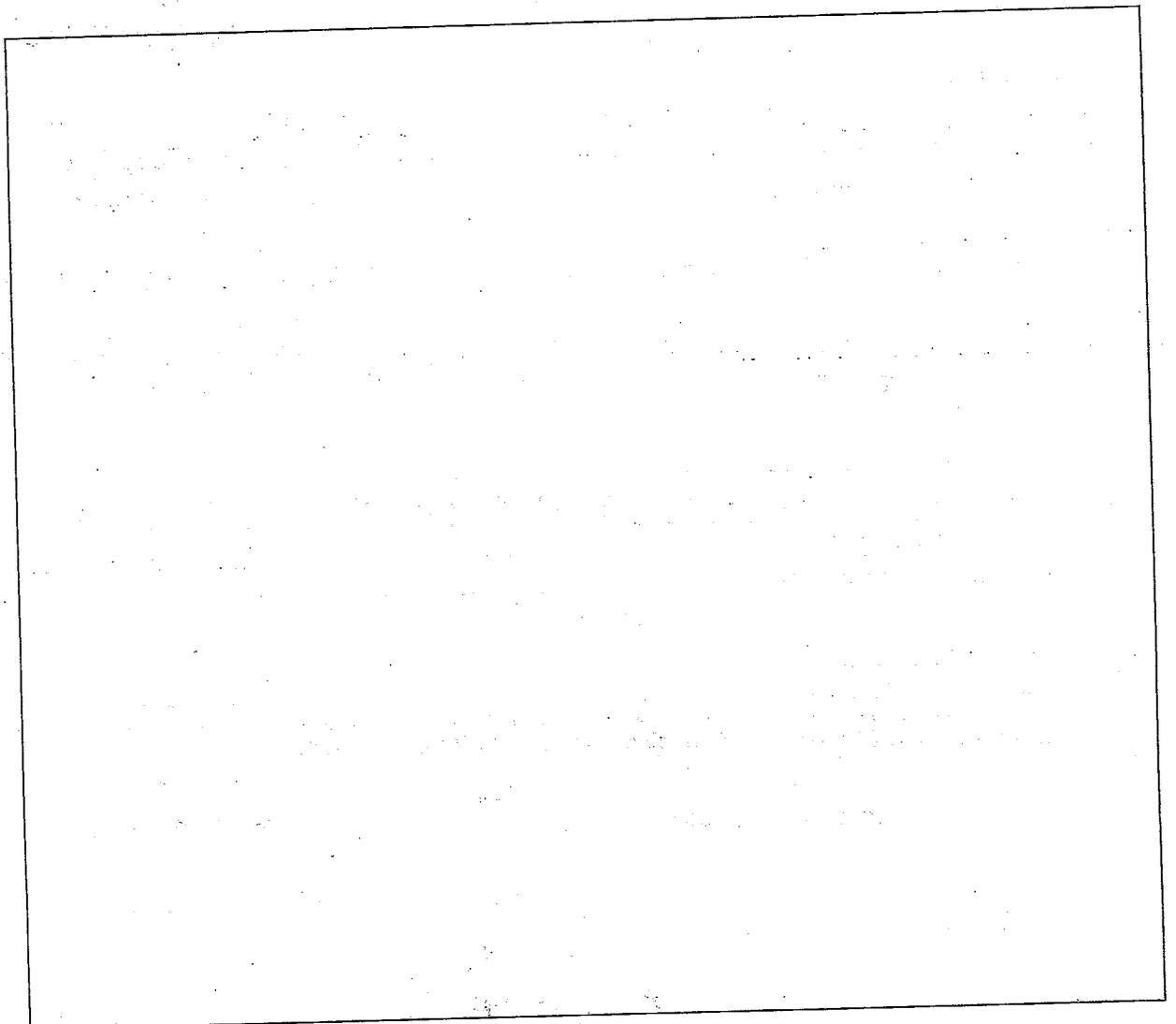
\*\*No Minimum is required except along side of a lot abutting on an A-1, TA-1, or Residential District, a side yard of not less than 15 feet shall be provided.

\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

- 5) **Accessory buildings.** No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.
- 6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

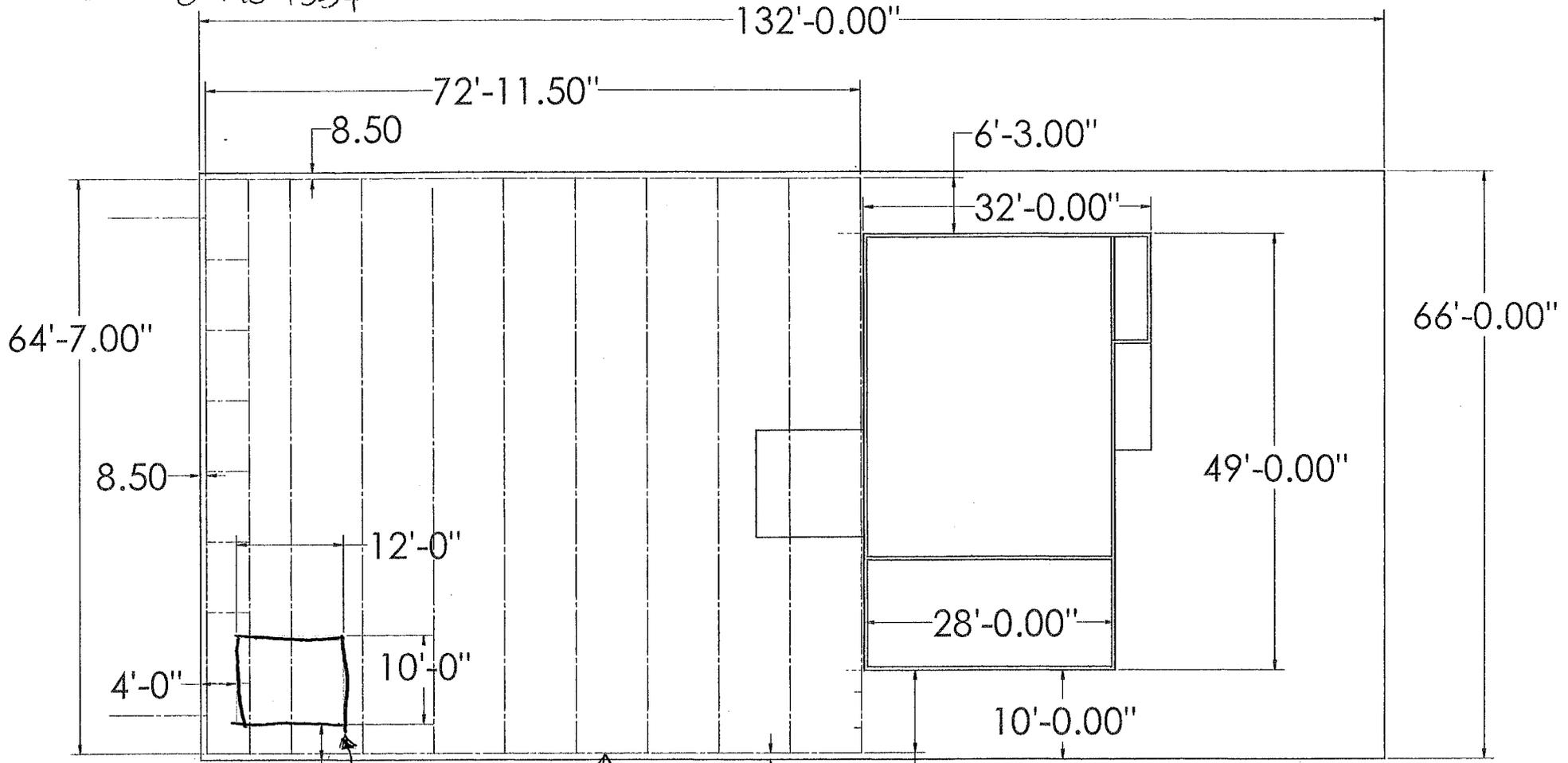
- 7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Is this a corner lot?      Yes    No      (circle one)

Mark + chantel stadler  
617 3<sup>rd</sup> street, Gibbon NE 68840  
308-293-1833 308-440-9354

# Fence + Storage Shed Plan



~~5'-0"~~  
↑  
measurement  
Between Fence  
+ storage shed

Storage Shed

Fence Line

8.50"  
↑  
measurement  
Between property  
line + Fence

↑  
Property line

Noon by the 10<sup>th</sup>  
meet on 13<sup>th</sup>

25<sup>00</sup>

Permit No. 2020-33

Zoning Classification: (Circle One)  
AGR, R-1, R-2, R-3, C-1, C-2, I,  
F-1, PUD-1

Date Paid: 7/9/20

Fee Paid: \$ 25.00 Cash 1970 Check # 1970

Value Of Project: \$ 3000.00

### APPLICATION FOR A ZONING PERMIT GIBBON, NEBRASKA

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Gary & Cheryl Hughes  
Address: 301 May Ave  
City, State, Zip: Gibbon NE 68840  
Phone Number: 308-216-0086  
Cell Number: 308-216-0084

Contractor: Scott Benker  
Certificate of Insurance: \_\_\_\_\_  
Address: Gibbon NE  
Phone Number: \_\_\_\_\_  
Cell Number: 308-440-5740

Address of Construction Site: 301 May Ave  
(If none, one must be issued from the City of Gibbon)

New Residential  Residential Addition  Accessory Building  Fence  
*carport*

Proposed Structure: Carport Dimension of Structure: 30x22x12

Distance From Front Property Line: 96ft. Distance From Rear Property Line: 40+ft.

Distance From Side Property Line: 10ft. Distance From 2<sup>nd</sup> Side Line: 128 to 200

Distance Between Other Buildings (minimum 5'): 11ft. *depending on how you view property*

Height To The Top Of Roof: 14.3ft

Footing Depth (42" minimum): see attachments

Is There A Utility Easement On Either The Back Or Side Property? No

Approximately When Will Construction Begin? ASAP Finish? \_\_\_\_\_

\*Contact: \_\_\_\_\_ 308.468.6118 or \_\_\_\_\_ Regarding Set-Back Inspection.

Date of Inspection: \_\_\_\_\_  
(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel \_\_\_\_\_ and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: Cheryl Hughes

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval: \_\_\_\_\_

Approval of Planning Commission: [Signature]  
Signature of Chairman

[Signature]  
Signature of Co-Chairman

[Signature]  
Signature of Board Member

Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application Approved Denied \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signed \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**Building Design**

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>I</u>	<u>AGR</u>
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft.	35 Ft.
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft.	20 Ft.
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft.	35 Ft.
Height	35 Ft.	35 Ft.	35 Ft.	35 Ft.	45 Ft.	50 Ft.	35 Ft.

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

\*\* No Minimum is required except along side of a lot abutting on an A-1, TA-1, or Residential District, a side yard of not less than 15 feet shall be provided.

\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

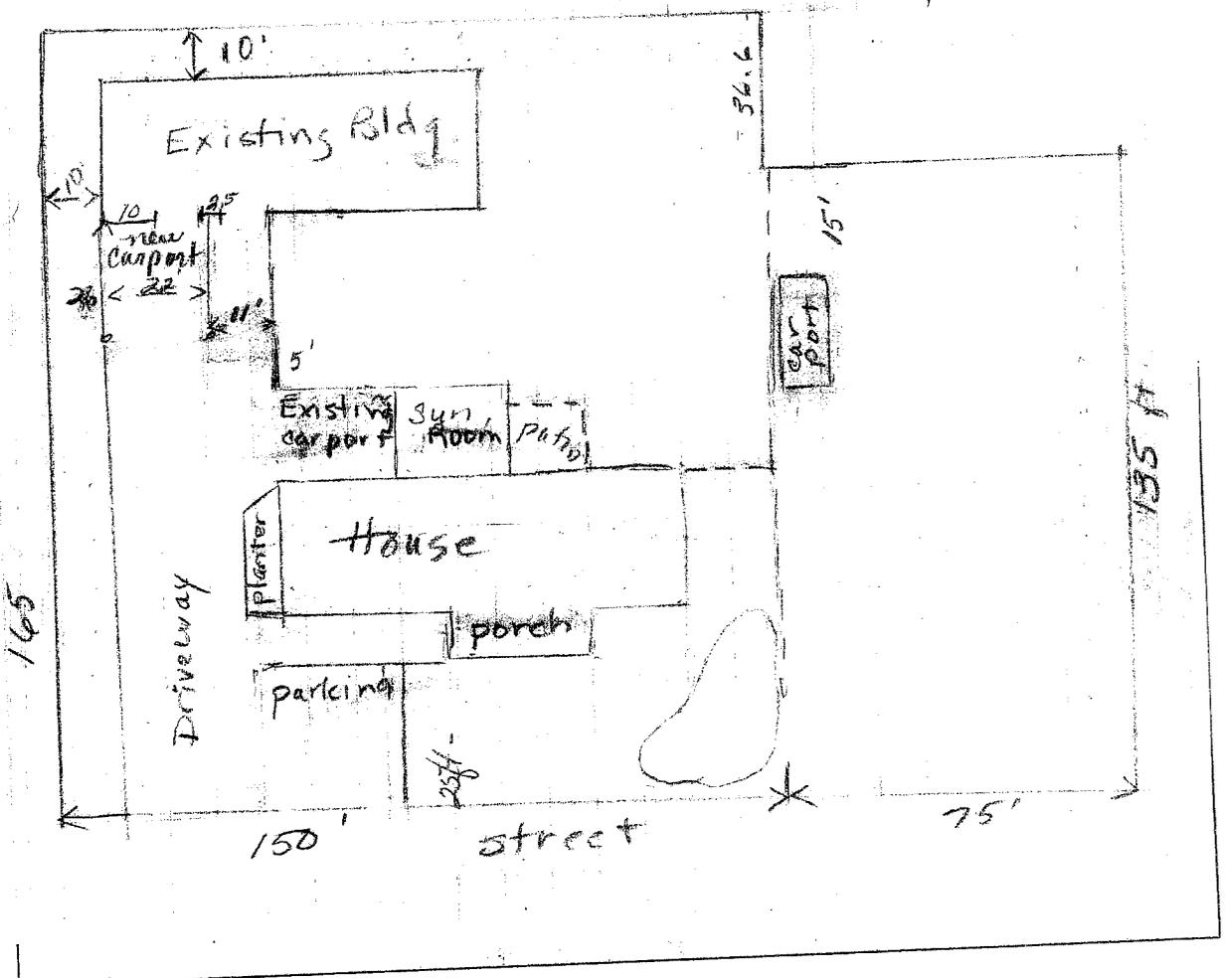
5) **Accessory buildings.** No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.

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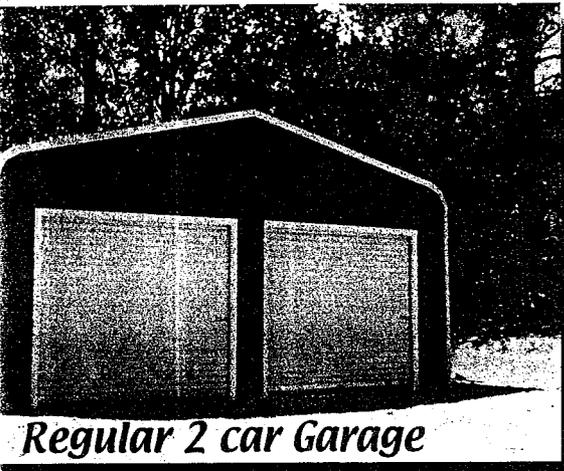
For complete regulations a copy can be obtained at City Hall for the particular project.

7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.

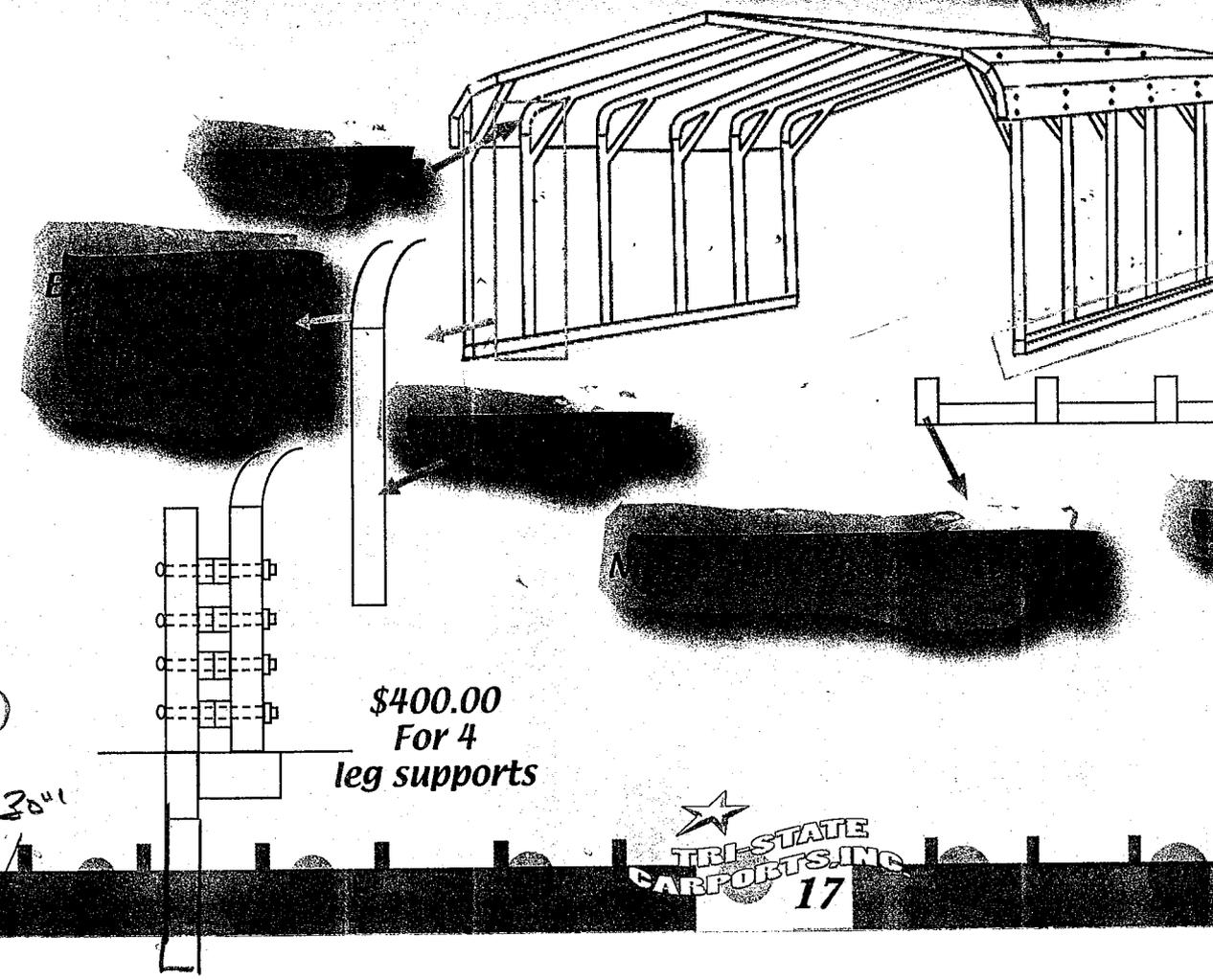
*Note: Current carport will be move to South Lot - Shown below*



Is this a corner lot? Yes No (circle one)



Regular 2 car Garage



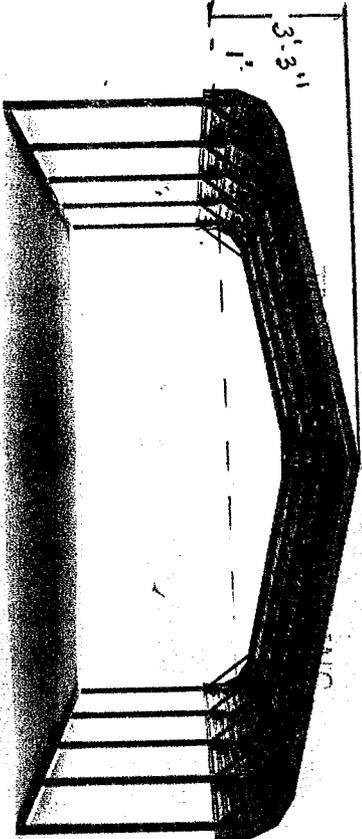
\$400.00  
For 4  
leg supports

3041

BELOW GROUND

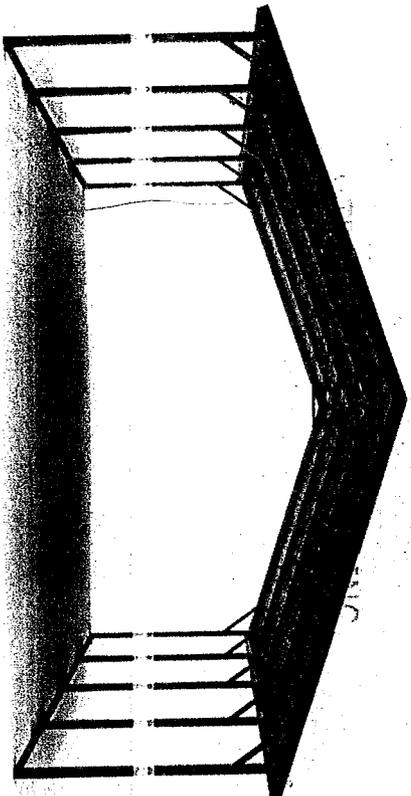
★  
TRI-STATE  
CARPORTS, INC.  
17

# Clearance



\*EXAMPLE: 18WX21LX5H 14G 2.5" TUBING

THE CLEARANCE WOULD BE 98.5" FROM THE GROUND TO THE BOTTOM OF THE BOW AT THE PEAK.



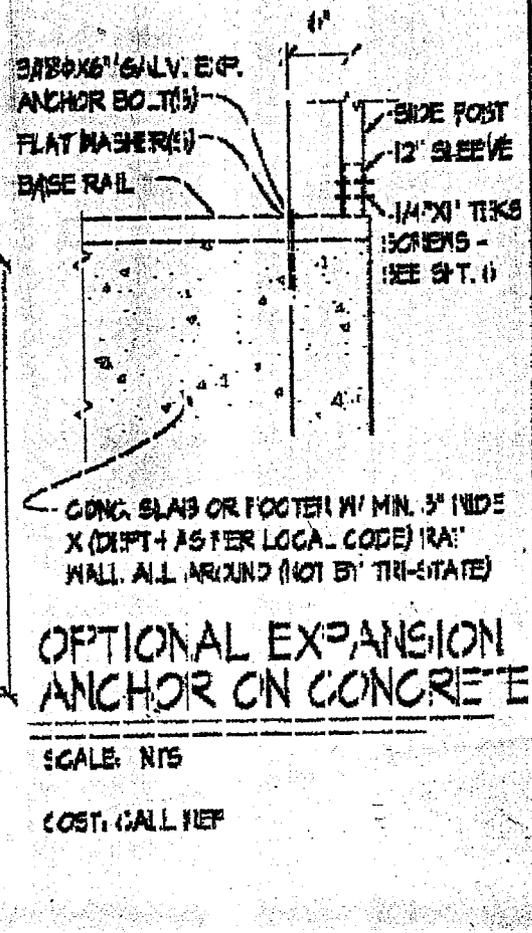
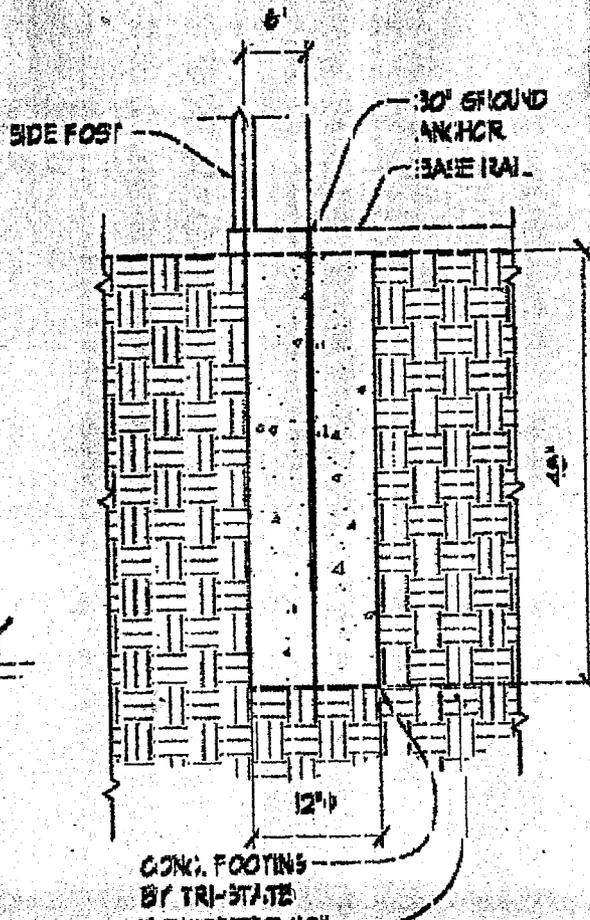
REGULAR STYLE	
CLEARANCE ABOVE LEG HEIGHT	
12' wide	2'6"
18' wide	3'
20' wide	3'
22' wide	3'3"
24' wide	3'6"
26' wide	18" from the bottom of the truss
28' wide	19" from the bottom of the truss
30' wide	21" from the bottom of the truss

BOXED EAVE & VERTICAL ROOF STYLE	
CLEARANCE ABOVE LEG HEIGHT	
12' wide	2'
18' wide	2'6"
20' wide	2'6"
22' wide	2'9"
24' wide	3'
26' wide	15.5" from the bottom of the truss
28' wide	16" from the bottom of the truss
30' wide	16.5" from the bottom of the truss



**OPTIONAL HELICAL ANCHOR ON SAND/CLAY**

SCALE: NTS  
 MOBIL HOME ANCHOR FOR SAND/CLAY  
 COST: CALL REP.



**OPTIONAL EXPANSION ANCHOR ON CONCRETE**

SCALE: NTS  
 COST: CALL REP.

Permit No. 2020-34

Zoning Classification: (Circle One)

AGR, R-1, R-2, R-3, C-1, C-2, I,  
F-1, PUD-1

Date Paid: 07/01/2020

Fee Paid: \$ 2500 Cash \_\_\_\_\_ Check # \_\_\_\_\_  
CC 53002998

Value Of Project: \$ 3.8 mm

**APPLICATION FOR A ZONING PERMIT**  
**GIBBON, NEBRASKA**

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Gibbon Packing Plant  
Address: 218 East Hwy 30 PO Box 730  
City, State, Zip: Gibbon NE 68040  
Phone Number: 308-468-5771  
Cell Number: \_\_\_\_\_

Contractor: Coy Palmer  
Certificate of Insurance: \_\_\_\_\_  
Address: 111 S Main Street Ford Morgan CO 80701  
Phone Number: 970-697-4309  
Cell Number: 970-768-5937

Address of Construction Site: 218 E Hwy 30 Gibbon NE 68840

(If none, one must be issued from the City of Gibbon)

\_\_\_\_ New Residential    \_\_\_\_ Residential Addition    X Accessory Building    \_\_\_\_ Fence

Proposed Structure: \_\_\_\_\_ Dimension of Structure: \_\_\_\_\_  
Distance From Front Property Line: \_\_\_\_\_ Distance From Rear Property Line: \_\_\_\_\_  
Distance From Side Property Line: \_\_\_\_\_ Distance From 2<sup>nd</sup> Side Line: \_\_\_\_\_  
Distance Between Other Buildings (minimum 5'): \_\_\_\_\_  
Height To The Top Of Roof: \_\_\_\_\_  
Footing Depth (42" minimum): \_\_\_\_\_  
Is There A Utility Easement On Either The Back Or Side Property? \_\_\_\_\_  
Approximately When Will Construction Begin? \_\_\_\_\_ Finish? \_\_\_\_\_

\*Contact: \_\_\_\_\_ 308.468.6118 or \_\_\_\_\_ Regarding Set-Back Inspection.  
Date of Inspection: \_\_\_\_\_

(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel \_\_\_\_\_ and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: *Therese M. Hetch*

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval \_\_\_\_\_

Approval of Planning Commission: \_\_\_\_\_

Signature of Chairman

*[Signature]*

Signature of Co-Chairman

*[Signature]*

Signature of Board Member

\*\*\*\*\*  
Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application Approved Denied \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signed \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

### Building Design

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
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4) Use the following for setbacks from your main building/house to your lot lines:

	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>I</u>	<u>AGR</u>
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft.	35 Ft.
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft.	20 Ft.
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft.	35 Ft.
Height	35 Ft.	35 Ft.	35 Ft.	35 Ft.	45 Ft.	50 Ft.	35 Ft.

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

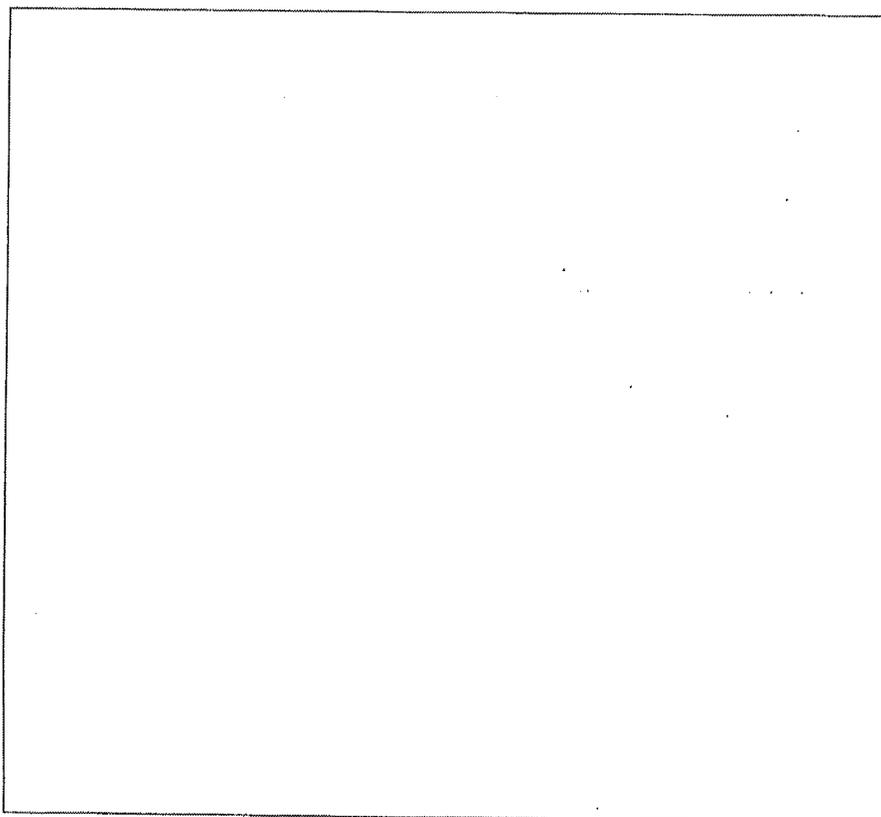
\*\*No Minimum is required except along side of a lot abutting on an A-1, TA-1, or Residential District, a side yard of not less than 15 feet shall be provided.

\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

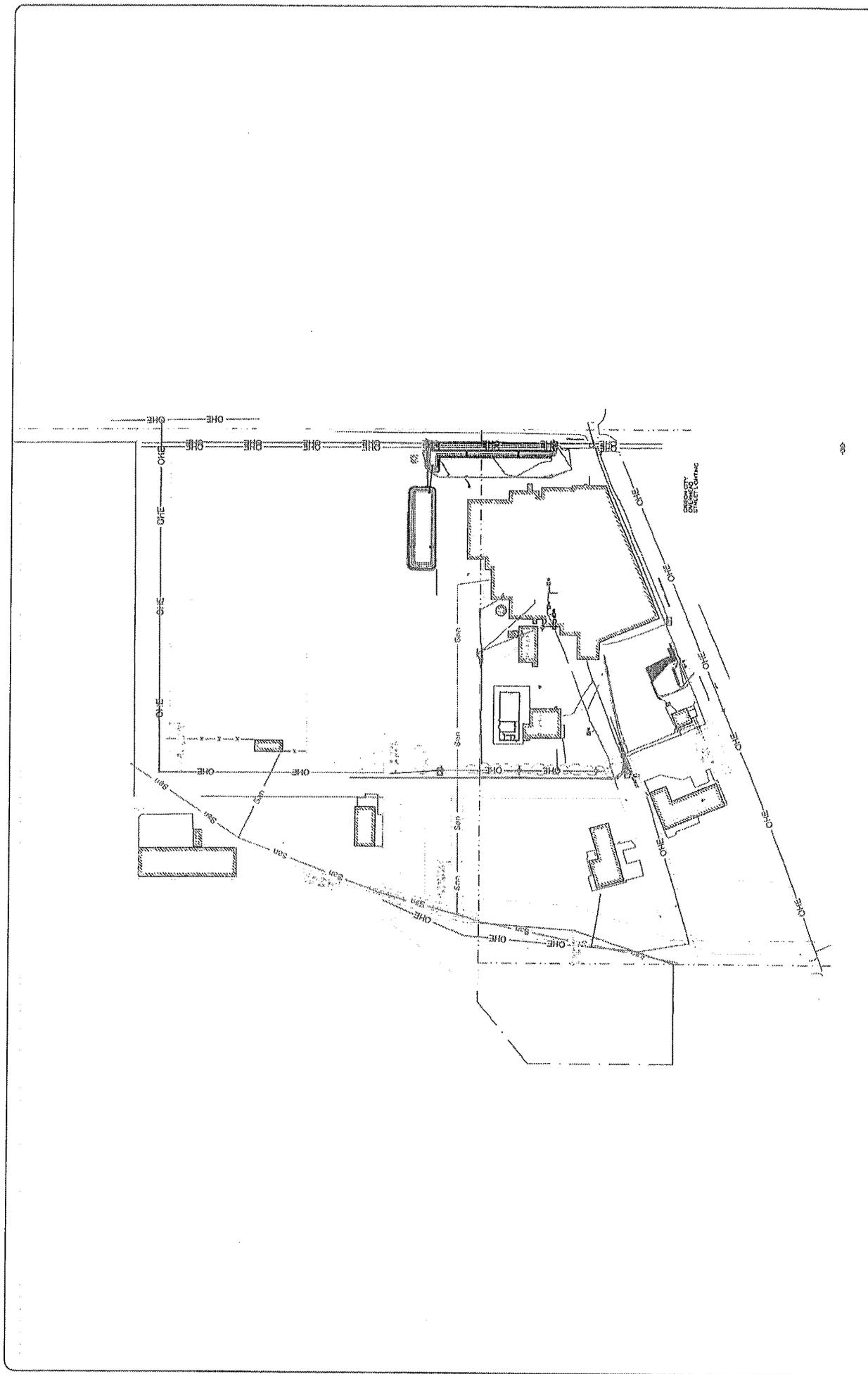
- 5) Accessory buildings. No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.
- 6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

- 7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Is this a corner lot?      Yes    No      (circle one)



400

**MID-WESTERN MILLWRIGHT**  
*Industrial Electricians*  
 Ft. Morgan, CO 80701  
 (303) 687-4358

AMERICAN PADD GRID/UP  
 CONSULT SEE  
 NEW BURNING ROOM  
 ETC.

THIS DRAWING IS THE PROPERTY OF MID-WESTERN MILLWRIGHT  
 DO NOT USE OR REPRODUCE WITHOUT PERMISSION  
 OF MID-WESTERN MILLWRIGHT  
 DATE: 11/20/09  
 SCALE: 1"=30'  
 DRAWN BY: P.J.M.T.

Permit No 2020-35

Zoning Classification:(Circle One)

Date Paid: 07-10-20

AGR, R-1, R-2, R-3, C-1, C-2, I,  
F-1, PUD-1

Fee Paid: \$ 250 Cash  Check # \_\_\_\_\_

Value Of Project: \$ + - 3500<sup>00</sup>

### APPLICATION FOR A ZONING PERMIT GIBBON, NEBRASKA

Directions: Fill in the following information as accurately and completely as possible. This application is not acceptable unless all required information is furnished.

Property Owner: Phil & Renee Palazda Contractor: Self  
 Address: 411 Lawn Ave Certificate of Insurance: \_\_\_\_\_  
 City, State, Zip: Gibbon NE 68840 Address: \_\_\_\_\_  
 Phone Number: 3 Phone Number: \_\_\_\_\_  
 Cell Number: 308-390-5610 Cell Number: \_\_\_\_\_

Address of Construction Site: 411 Lawn Ave, Gibbon NE 68840  
(If none, one must be issued from the City of Gibbon)

New Residential  Residential Addition  Accessory Building  Fence

Proposed Structure: 6' Wooden fence Dimension of Structure: Perimeter of property  
 Distance From Front Property Line: 30' Distance From Rear Property Line: 6"  
 Distance From Side Property Line: 6" Distance From 2<sup>nd</sup> Side Line: 6"  
 Distance Between Other Buildings (minimum 5'): N/A  
 Height To The Top Of Roof: N/A  
 Footing Depth (42" minimum): N/A  
 Is There A Utility Easement On Either The Back Or Side Property? yes - south side of property  
 Approximately When Will Construction Begin? ASAP Finish? 1 month

\*Contact: \_\_\_\_\_ 308.468.6118 or \_\_\_\_\_ Regarding Set-Back Inspection.

Date of Inspection: \_\_\_\_\_  
(Signature Chris Rector)

\*\*\* (One mile radius outside city limits) If the structure is a residence on less than 10 acres indicate the date this property was platted as a separate parcel N/A and the name of the lot split or Subdivision.

\*\*\* Ordinance #391 states: All building permits shall include sidewalk plans prior to approval of building permit.

\*\*\* Resolution #1995-4: No physical work shall be done before building permit is approved, or additional \$75.00 fee will be charged.

Signature of Applicant: [Signature]

\*\*\* This permit expires 1 year after issuance unless work has begun for up to 2 years.

Recommendations needed before approval: \_\_\_\_\_

Approval of Planning Commission: [Signature]  
Signature of Chairman

[Signature]  
Signature of Co-Chairman

[Signature]  
Signature of Board Member

Final Approval of Application by City Council of the City of Gibbon, Nebraska

Date Application Approved Denied \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signed \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**Building Design**

This Building Permit must include the following items:

- 1) All buildings must be drawn on the lot. This includes homes, garages, storage sheds, car ports, etc.
- 2) Once all buildings are drawn, you must show distances between all buildings. (This needs to be shown from the foundation.)
- 3) After showing distances between all existing buildings, draw in distances from the buildings to your lot lines.

4) Use the following for setbacks from your main building/house to your lot lines:

	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>C-1</u>	<u>C-2</u>	<u>I</u>	<u>AGR</u>
Rear	10 Ft.	10 Ft.	10 Ft.	25 Ft.	0 Ft.	25 Ft	35 Ft
Side	7 Ft.	7 Ft.	7 Ft ***	None (*)	None (**)	25 Ft	20 Ft
Front	25 Ft.	25 Ft.	***	30 Ft.	None	35 Ft	35 Ft
Height	35 Ft	35 Ft	35 Ft	35 Ft	45 Ft	50 Ft	35 Ft

\*\*\* Mobile home 15 Ft front & 17 Ft side. Other 25 Ft front and 35 Ft height in R-3 zone.

\*\* No Minimum is required except along side of a lot abutting on an A-1, TA-1, or Residential District, a side yard of not less than 15 feet shall be provided.

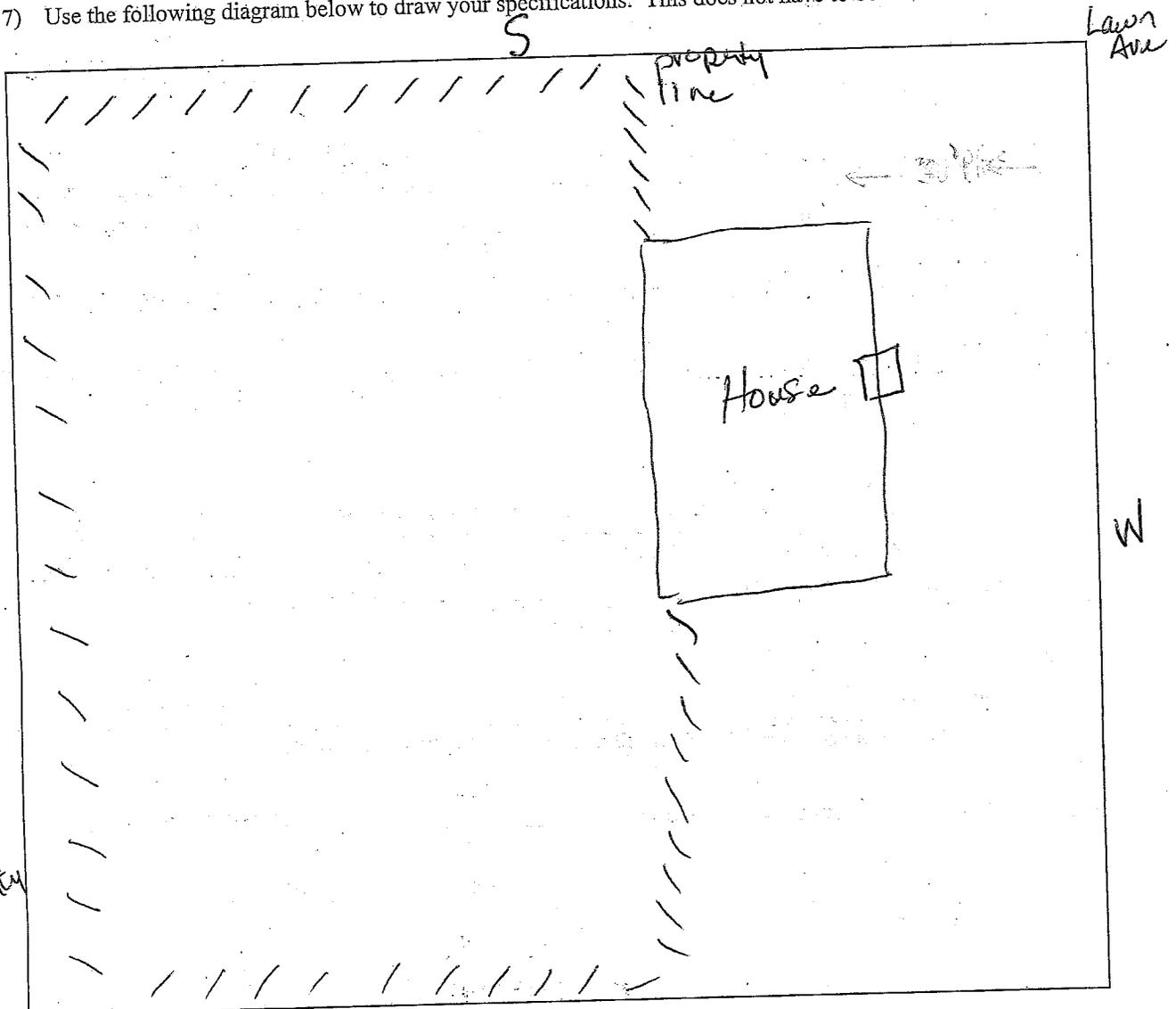
\* No minimum except along side of a lot abutting an A-1, TA-1, or Residential District, a side yard of not less than 25 feet shall be provided.

5) **Accessory buildings.** No accessory building shall be erected in any front yard and no detached accessory building shall be erected closer than five (5) feet to the main dwelling. Accessory buildings smaller than 100 square feet may be located in the side and rear yard, but shall not be closer than two (2) feet to the rear lot line and two (2) feet to the side lot line. Buildings larger than 100 square feet must meet five (5) feet on the side and three (3) on the back set back. All garage entrances must have a minimum ten (10) feet long drive when garage opening is perpendicular to the access street or alley. No accessory building or structure shall be erected across public utility easements of record.

6) Once all buildings and dimensions are drawn, turn back into City Hall by noon on Friday prior to scheduled Planning Commission meeting. The Planning Commission will review the permit the second Monday of each month. If the permit is not turned in on time, you will have to wait another month.

For complete regulations a copy can be obtained at City Hall for the particular project.

7) Use the following diagram below to draw your specifications. This does not have to be drawn to scale.



Is this a corner lot?

Yes No

(circle one)

# *Gibbon Public Library*

2nd & LaBarre - Box 309  
Gibbon, NE 68840

## **Report to the City Council July 14<sup>th</sup>, 2020 Meeting**

Our Summer Reading Program "Imagine Your Story" is in full swing! We have 54 kids, preschool-6<sup>th</sup> grade, registered so far. This year's program looks a little different than in the past but we are still very excited and have lots of fun stuff planned! Community response has been very positive despite the differences. Weekly activity bags are available. These bags contain all of the materials needed to participate in the weekly activity. Making fairy gardens and dragons, watercolor painting, an outside storytime, Harry Potter potions class, and so much more will be included this summer! We will be awarding prizes every week based on reading times as well as random prize drawings! Tropical Sno will be here (with the help of a donation from our Friends at the Gibbon Chamber of Commerce!) on the last day of our program in celebration. Each summer reading participant will get a ticket for a free snow cone!

We are so happy to be back open! Our patrons have been steadily coming in and the new precautions/restrictions have been working out really well! The community and city have shown us so much support and we are very appreciative! We are looking forward to the future and all of the fun programs we had planned pre-Covid (and some new ones we thought of during our down time!!)

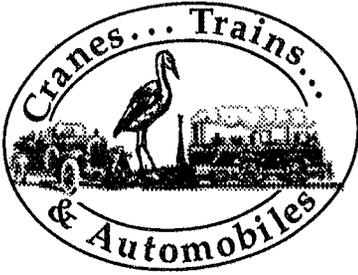
The Board will meet again on September 8<sup>th</sup> at 5:00 p.m. at the library. All are welcome to attend.

Thank you for your continued support.

Sincerely,



Sharon Schukei  
Gibbon Public Library Board



# City of Gibbon

---

June 25, 2020

Curt Mayo  
PO Box 133  
Gibbon, NE 68840

Dear Curt:

Your current term on the Planning Commission expired on May 31, 2020. I appreciate your commitment to the Board and ask you to consider another term. If you agree, the new term will expire on May 31, 2023. Please indicate your decision, sign, and return this letter to City Hall.

Thank you for the time and effort you have invested in the Planning Commission and the community of Gibbon.

Sincerely,

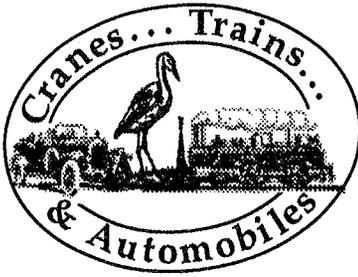
Deborah VanMatre  
Mayor

Yes, I want to continue on the Planning Commission.

No, I do not want to continue on the Planning Commission.

Signature

7/12/20  
Date



# City of Gibbon

---

June 25, 2020

Kevin McGregor  
PO Box 625  
Gibbon, NE 68840

Dear Kevin:

Your current term on the Heritage Center Board will expire on June 30, 2020. I appreciate your commitment to the Board and ask you to consider another term. If you agree, the new term will expire on June 30, 2023. Please indicate your decision, sign, and return this letter to City Hall.

Thank you for the time and effort you have invested in the Heritage Center Board and the community of Gibbon.

Sincerely,

Deborah VanMatre  
Mayor

Yes, I want to continue on the Heritage Center Board.

No, I do not want to continue on the Heritage Center Board.

\_\_\_\_\_  
Signature

6-30-20  
Date

League Association of Risk Management  
2020-21 Renewal Resolution

RESOLUTION NO. 2020-08

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

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

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

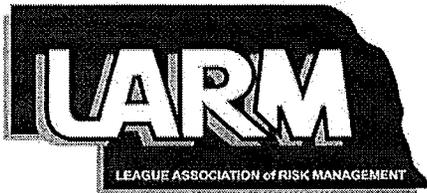
BE IT RESOLVED that the governing body of The \_\_\_\_\_, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. (**180 day and 3 year commitment; 5% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. (**180 day and 2 year commitment; 4% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2021. (**180 day notice only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. (**90 day notice and 3 year commitment only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. (**2 year commitment only; 1%**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2021. (**90 day Notice only**)

Adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
Title: \_\_\_\_\_

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



Proposal For: City of Gibbon

Effective Date: 10/1/2020

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits \$500,000 Employer Liability	\$13,914
General Liability	\$3,000,000/\$4,000,000 Per Occurrence/Aggregate \$0 Deductible	\$8,433
Errors & Omissions	\$3,000,000/\$4,000,000 Per Occurrence/Aggregate \$1,000 Deductible	\$2,436
Law Enforcement Liability	\$1,000,000/\$1,000,000 Per Occurrence/Aggregate \$1,000 Deductible	\$615
Auto Liability	\$3,000,000 Combined Single Limit \$0 Deductible	\$2,586
Auto Physical Damage	13 x Vehicles \$ Varies on Deductible	\$529
Commercial Property	\$16,445,366 \$500 Deductible	\$59,125
<b>TOTAL ANNUAL CONTRIBUTION:</b>		<b>\$87,638</b>

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	\$70,038	\$70,775	\$72,249	\$72,249	\$72,987	\$73,724
Workers' Compensation:	\$13,218	\$13,357	\$13,635	\$13,635	\$13,774	\$13,913
Total Contribution:	\$83,256	\$84,132	\$85,885	\$85,885	\$86,761	\$87,638

**CITY COUNCIL OF THE CITY OF GIBBON, NEBRASKA**

**RESOLUTION NO. 2020-09**

A RESOLUTION OF THE CITY OF GIBBON, NEBRASKA, AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A REDEVELOPMENT CONTRACT, THE INCURRENCE OF DEBT AND APPROVAL OF RELATED ACTIONS.

**WHEREAS**, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2012, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

**WHEREAS**, the City of Gibbon, Nebraska, a municipal corporation (the "City"), has determined it to be desirable to undertake and carry out redevelopment projects in an area of the City which has been determined and declared to be substandard and blighted and in need of redevelopment (the "Redevelopment Area") pursuant to the Act; and

**WHEREAS**, the Community Development Agency of the City of Gibbon, Nebraska (the "Agency"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act ("Redevelopment Plan"), and recommended the Redevelopment Plan to the Planning Commission of the City; and

**WHEREAS**, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations to the Agency, pursuant to Section 18-2114 of the Act; and

**WHEREAS**, in accordance with Section 18-2114 of the Act, the Agency submitted its recommendation, along with the recommendation of the Planning Commission to the City Council; and

**WHEREAS**, following consideration of the recommendations of the Planning Commission and the Agency, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

**WHEREAS**, there has been presented to the City by the Agency for approval, pursuant to and in accordance with Section 18-2119 of the Act, a specific Redevelopment Project within the Redevelopment Plan, along with a specific Project Redevelopment Contract ("Redevelopment Contract"); and

**WHEREAS**, the City Council has determined that the proposed Redevelopment Project would not be economically feasible without the use of tax increment financing; that the proposed Redevelopment Project would not occur in the community without the use of tax increment financing, and; that, having considered the Cost-Benefit Analysis prepared by the Agency in connection with this proposed Redevelopment Project, attached hereto as Exhibit "A", the costs and benefits of the proposed Redevelopment Project have been found to be in the long-term best interests of the community; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City, as expressed in the Redevelopment Plan, to approve and authorize the Redevelopment Project and to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

**NOW, THEREFORE**, be it resolved by the Mayor and City Council of the City of Gibbon, Nebraska, that:

1. The Redevelopment Plan of the City previously approved for the Redevelopment Area, an area located within the corporate limits of the City, is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan, including the Redevelopment Project, identified more specifically in the Redevelopment Contract attached hereto as Exhibit "B" and incorporated herein by this reference, is in conformity with the legislative declarations and determinations set forth in the Act.

2. The City Council hereby determines that the proposed Redevelopment Project would not be economically feasible without the use of tax increment financing; that the proposed Redevelopment Project would not occur in the community without the use of tax increment financing; and the costs and benefits of the proposed Redevelopment Project are found to be in the long-term interests of the community.

3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form presented at this meeting, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith.

4. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in a Redevelopment Project for the benefit of any public body, included or authorized in the Redevelopment Plan, said real property here being more particularly described on Exhibit "A" of the Redevelopment Contract (the "Premises"), shall be divided, for a period not to exceed 15 years after the effective date identified in the Redevelopment Contract attached hereto as Exhibit "A", as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each public body upon the Premises shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on the Premises in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Agency to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds, of loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies.

c. Any interest and penalties due for delinquent taxes shall be paid into the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

5. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Buffalo County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to the Redevelopment Project substantially in the form attached hereto as Exhibit "C" with appropriate insertions.

6. Recognizing that, after the date of this Resolution, circumstances may arise necessitating changes, additions or deletions to the specific legal description of the Redevelopment Project, the Mayor is hereby authorized to make such changes, additions or deletions to the legal description as the Mayor deems reasonable or necessary, together with the authority to execute all documents, certificates or instruments necessary in connection therewith, specifically including the execution of an Amended Redevelopment Contract or an Amended Allocation Agreement and Notice of Pledge of Taxes with respect to the Redevelopment Project.

**IN WITNESS WHEREOF**, the City Council of the City of Gibbon, has passed and adopted this Resolution on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE CITY OF GIBBON,  
NEBRASKA

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

REDEVELOPMENT CONTRACT

BETWEEN

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF GIBBON, NEBRASKA

AND

WILLIS CONSTRUCTION, L.L.C.,  
a Nebraska Limited Liability Company,

Effective Date: January 1, 2020

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## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Community Development Agency of the City of Gibbon, Nebraska ("Agency") and Willis Construction, L.L.C., a Nebraska limited liability company ("Redeveloper").

### WITNESSETH:

WHEREAS, Agency is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Gibbon, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Revised Statutes of Nebraska, (Reissue 2012), as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City;

WHEREAS, pursuant to Section 18-2119 of the Act, Agency has solicited proposals for redevelopment of a portion of the redevelopment area included in the Redevelopment Plan, and Redeveloper submitted a redevelopment proposal; and

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a portion of the subject redevelopment area;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

#### Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

- (a) "Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Revised Statutes of Nebraska (Reissue 2012), as amended, and acts amendatory thereof and supplemental thereto.
- (b) "Agency" means the Community Development Agency of the City of Gibbon, Nebraska.
- (c) "City" means the City of Gibbon, Nebraska.
- (d) "Holder" means the holders of TIF Indebtedness issued by the Agency from time to time outstanding.
- (e) "Payment Date" means each May 15 and September 15.
- (f) "Premises" or "Redevelopment Area" means all of that certain real property situated in the City of Gibbon, Buffalo County, Nebraska, which includes the property that is the subject of this Redevelopment Contract, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

- (g) "*Project*" means the improvements to the Premises, as such improvements are described in Exhibit B attached hereto and incorporated herein by this reference.
- (h) "*Project Costs*" means only costs or expenses incurred by Redeveloper or the City to develop, construct, and equip the Project, pursuant to the Act.
- (i) "*Redevelopment Contract*" means this redevelopment contract between the Agency and the Redeveloper with the effective date of January 1, 2020, with respect to the Project.
- (j) "*Redevelopment Plan*" means the Redevelopment Plan, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.
- (k) "*TIF Indebtedness*" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Agency pursuant to Article III hereof and secured in whole or in part by TIF Revenues.
- (l) "*TIF Revenues*" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Agency pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) This Redevelopment Contract shall be interpreted in accordance with and

governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions hereof.

## ARTICLE II

### REPRESENTATIONS

#### Section 2.01 Representations by Agency

Agency makes the following representations and findings:

(a) Agency is a duly organized and validly existing community development agency under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

(c) The Agency has requested proposals for redevelopment of the Redevelopment Area pursuant to section 18-2119 of the Act, and deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening of blight and substandard conditions in the Redevelopment Area.

Section 2.02 Representations and Warranties of Redeveloper.

Redeveloper hereby covenants, warrants and represents to the Agency that:

(a) The Redeveloper is a Nebraska limited liability company and has the power to enter into this Redevelopment Contract and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which Redeveloper is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending, or to the best of Redeveloper's knowledge, threatened, against Redeveloper, or its members, affecting Redeveloper's ability to carry out the development, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Agency, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper, or its members, delivered to the Agency prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper, or its members, and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper, or its members, since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Agency.

(e) All Project Cost estimates provided to the Agency by Redeveloper were provided in good-faith and, to the best of Redeveloper's knowledge and belief, accurately depict the estimated or projected Project Costs and may be relied upon by the Agency for any purpose.

(f) All Project Costs Certifications provided to the Agency by Redeveloper will be provided in good-faith and, to the best of Redeveloper's knowledge and belief, will accurately depict the actual Project Costs and may be relied upon by the Agency for any purpose.

(g) All legal descriptions or Buffalo County Assessor parcel identification

numbers furnished to Agency by Redeveloper were or will be provided in good-faith and, to the best of Redeveloper's knowledge and belief, were or will be accurate and may be relied upon by the Agency for any purpose.

(h) Redeveloper will maintain records of all documents evidencing Project Costs incurred (i.e., receipts, signed contracts, invoices, cancelled checks and all other forms or evidence of payment, etc.) for a period of twenty years after the effective date of this Agreement and will provide the Agency with copies of all such records within thirty (30) days of a written request for the same made by the Agency at anytime before the commencement of that twenty-year period or within that twenty-year period.

(i) Redeveloper will retain copies of all supporting documents associated with the Redevelopment Plan or the Project, whether received by Redeveloper or generated by Redeveloper, for a period of twenty years after the effective date of this Agreement and will provide the Agency with copies of all such records within thirty (30) days of a written request for the same made by the Agency at anytime before the commencement of that twenty-year period or within that twenty-year period. For purposes of this provision, supporting documents include, but are not limited to, any substandard and blighted study conducted in connection with the Redevelopment Plan or the Project, any cost-benefit analysis conducted in connection with the Redevelopment Plan or the Project, and any invoice, receipt, claim or contract received or generated that provides support for receipts or payments associated with the Redevelopment Plan or the Project.

## ARTICLE III

### OBLIGATIONS OF THE Agency

#### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby amends the Redevelopment Plan of the Agency by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this Agreement as provided in Section 18-2147 of the Act. The effective date of this Agreement shall be January 1, 2020.

#### Section 3.02 Issuance of TIF Indebtedness.

The Agency shall pay to Redeveloper on each Payment Date, beginning with the first Payment Date after the effective date specified in Section 3.01 of this Agreement (May 15, 2021), and ending on the Payment Date which is on or before the day which is 15 years from such effective date (September 15, 2035), ninety percent (90%) of the TIF Revenues received by the Agency with respect to the Project from ad valorem taxes which were first delinquent during the period beginning on May 1, 2021, and ending on or before the current Payment Date; provided, however, that in no event shall the total amount paid to Redeveloper exceed the total certified Project Costs. Proceeds of the TIF Indebtedness not issued, loaned or granted to the Redeveloper pursuant to this Redevelopment Contract shall be solely used by the Agency, in its discretion, in carrying out the remainder of the Project, if any, or, in carrying out its purposes under the Act. The Agency may issue additional TIF Indebtedness from time to time in such amounts as it determines can be paid from TIF Revenues in excess of amounts necessary to pay the TIF Indebtedness issued to Redeveloper pursuant to this Section

3.02. Proceeds of such subsequent TIF Indebtedness shall be used by the Agency, in its discretion, in carrying out its purposes under the Act, including completion of this Project.

Section 3.03 Pledge of TIF Revenues.

The Agency hereby pledges the TIF Revenues as security for the TIF Indebtedness. The TIF Indebtedness issued to Redeveloper shall be secured by a first priority pledge of the TIF Revenues. Subsequent TIF Indebtedness shall be secured by a subordinate pledge of the TIF Revenues. TIF Revenues not applied to payment of TIF Indebtedness to Redeveloper in a calendar year pursuant to Section 3.02 hereof are pledged for and shall be applied to fund or repay TIF Indebtedness of the Agency utilized, in its discretion, in carrying out its purposes under the Act, including completion of the Project.

Section 3.04 Creation of Fund.

Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project ; Insurance; Public Use.

(a) Redeveloper will complete the Project identified on Exhibit B hereto by December 31, 2024. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to develop, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and

at such times as may be reasonably requested by the Agency as to the actual Progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Agency a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements, covenants and warranties in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper, or the Redeveloper as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Agency with a Certificate of Insurance evidencing policies as required above, upon the request of the Agency. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to the Agency a certification of Project Costs, after expenditure of such Project Costs, prepared by a certified public accountant or other

person acceptable to Agency. Redeveloper may, at Redeveloper's option, submit one or more partial Project Costs Certifications prior to expenditure of all Project Costs. All Project Costs Certifications shall be subject to review and approval and audit by the Agency. Determinations by the Agency whether costs included in the Project Costs Certification are properly included in Project Costs, as defined in this Agreement, shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 Other Agreements.

Redeveloper will enter into and perform Redeveloper's obligations under such other agreements as are reasonably necessary in connection herewith.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself, its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 – Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$2,475,000.00, by no later than as of January 1, 2025. During the period that any TIF Indebtedness is outstanding, Redeveloper will (1) not protest a real estate property

valuation on the Premises of \$2,475,000.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.06 – Assignment or Conveyance Renders Null and Void.

Redeveloper may convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, only if Redeveloper enters into an agreement with the conveyee, assignee or transferee, which requires said conveyee, assignee or transferee to be bound by Section 4.05 of this Agreement and that prohibits said conveyee, assignee or transferee from protesting any City assessments derived from the work performed by the City for this Project, if any, such as paving, water or sewer assessments or assessments resulting from other improvement districts related to the Project.

Section 4.07– Reimbursement of Costs.

Redeveloper shall pay to the Agency, within 15 days after execution of this Redevelopment Contract, the sum of \$2,000.00 as reimbursement of costs incurred by the Agency in connection with the Redevelopment Plan, the Project, and this Redevelopment Agreement.

## ARTICLE V

### FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

#### Section 5.01 Financing.

Redeveloper shall pay all Project Costs, if any, which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Agency with evidence satisfactory to the Agency that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.

#### Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project, or the Premises, except encumbrances which secure indebtedness incurred to develop, construct and equip the Project or for any other physical improvements to the Premises.

## ARTICLE VI

### DEFAULT, REMEDIES; INDEMNIFICATION

#### Section 6.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, and specifically including Redeveloper's representations and warranties set forth in Section 2.02 hereof, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or

diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of their obligations. Redeveloper specifically waives the defense of statute of limitations as relates to any claim the Agency may pursue to enforce its rights under this Redevelopment Contract.

Section 6.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the Agency, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Agency and the City on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the Agency nor the City shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. To the extent permitted by Nebraska law, the Redeveloper releases the Agency and the City from, agrees that the Agency and the City shall not be liable for, and agrees to indemnify and hold the Agency and the City harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

To the extent permitted by Nebraska law, the Redeveloper will indemnify and

hold each of the Agency and the City and their directors, officers, agents, employees and members of its governing body free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the Buffalo County Register of Deeds with respect to the Premises.

#### Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including, but not limited to, the Act.

#### Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the

Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Agency and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
GIBBON, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

STATE OF NEBRASKA    )  
                                  ) ss:  
COUNTY OF BUFFALO    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary, respectively, of the Community Development Agency of the City of Gibbon, Nebraska, on behalf of the Agency.

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

WILLIS CONSTRUCTION, L.L.C., a Nebraska limited liability company, Redeveloper

\_\_\_\_\_  
Marc A. Willis, Member

\_\_\_\_\_  
Melissa Willis, Member



## EXHIBIT A

### DESCRIPTION OF PREMISES

A tract of land identified by the Buffalo County Assessor's Office as Parcel No. 640057000 and legally described as follows:

A tract of land in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range Fourteen (14) West of the 6<sup>th</sup> P.M., Buffalo County, Nebraska, more particularly described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range 14 West of the 6<sup>th</sup> P.M., thence West parallel to the North Section line 466.69 feet; thence South parallel to the East line of the Northwest  $\frac{1}{4}$  of said Section a distance of 466.69 feet; thence East parallel to the North line of said Section a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest  $\frac{1}{4}$  of said Section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

## EXHIBIT B

### DESCRIPTION OF PROJECT

Use of TIF Revenues generated from the Premises described in Exhibit A, not to exceed the total certified Project Costs, in conjunction with other sources of financing, to develop ten (10) individual single family lots ranging in size from 9,350 square feet to 11,550 square feet, by constructing on each lot a single story residence with a poured concrete basement and foundation with wood framed structures and pre-engineered wood roof structures, each house to include 1,650 square feet of living space, a three car garage, all on the premises described in Exhibit A, to include site development and preparation, demolition or removal of existing buildings, grading and erosion control, onsite infrastructure, paving of streets and public sidewalks, utilities (water, sanitary sewer, electrical and other) and other public improvements related to the same.

**ALLOCATION AGREEMENT AND NOTICE OF PLEDGE OF TAXES**

TO: County Assessor of Buffalo County, Nebraska, and  
County Treasurer of Buffalo County, Nebraska

The City of Gibbon, Nebraska, and the Community Development Agency of the City of Gibbon, Nebraska, hereby agree and give notice as follows:

Pursuant to the provisions of Nebraska Revised Statutes, Sections 18-2147 and 18-2150, notice is hereby given that the Redevelopment Plan adopted by the Community Development Agency of the City of Gibbon, Nebraska, contained a provision that ad valorem tax levied upon real property described below be divided for a period of 15 years from the effective date of the provision, as identified in the project redevelopment contract, as provided in Section 18-2147: a tract of land located in Buffalo County and more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference (the "Premises").

Notice is hereby given of the pledge of such taxes to the payment of bonds, loans, notes, advances of money or indebtedness incurred pursuant to the Agency's approval of the project on \_\_\_\_\_. Pursuant to Section 18-2147, ad valorem taxes levied on such real property in excess of taxes levied on the Premises shall be paid into a special fund of the Agency. The effective date of the provision shall be as set forth in the Redevelopment Contract for the Redevelopment Project, said effective date being January 1, 2020.

Dated: \_\_\_\_\_

**CITY OF GIBBON, NEBRASKA**

\_\_\_\_\_, Mayor

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

**COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF GIBBON, NEBRASKA**

\_\_\_\_\_, CHAIRPERSON

ATTEST:

\_\_\_\_\_, SECRETARY

Exhibit 1

GENERAL DESCRIPTION OF PREMISES

A tract of land identified by the Buffalo County Assessor's Office as Parcel No. 640057000 and legally described as follows:

A tract of land in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range Fourteen (14) West of the 6<sup>th</sup> P.M., Buffalo County, Nebraska, more particularly described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest  $\frac{1}{4}$  of Section Twenty-Four (24), Township Nine (9) North, Range 14 West of the 6<sup>th</sup> P.M., thence West parallel to the North Section line 466.69 feet; thence South parallel to the East line of the Northwest  $\frac{1}{4}$  of said Section a distance of 466.69 feet; thence East parallel to the North line of said Section a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest  $\frac{1}{4}$  of said Section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

## SALES OUTLET CONTRACTOR AGREEMENT

This Agreement is made and entered into this 20th day of July, 2020, by and between Gibbon Keno, LLC, hereinafter referred to as "Operator", and Buffalo Chipz, Inc., hereinafter referred to as "Contractor."

### RECITALS:

**WHEREAS**, Operator has entered into an exclusive Lottery Operator Agreement with the City of Gibbon, Nebraska, hereinafter referred to as "City", to conduct a keno-type lottery;

**WHEREAS**, Operator has the exclusive right to conduct a keno-type lottery pursuant to that Agreement and desires to establish a sales outlet location for the keno-type lottery pursuant to Nebraska law; and,

**WHEREAS**, Contractor desires to operate a sales outlet location for a keno-type lottery pursuant to Nebraska law; and,

**WHEREAS**, Operator and Contractor desire to enter into an agreement to allow Contractor to operate a sales outlet location for the keno-type lottery,

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

1. **TERM**. This Agreement shall be effective on the date a license to operate the sales outlet location is granted by the State of Nebraska and the game is operational at Contractor's location, and shall continue for one year following the effective date of this Agreement. The Agreement shall automatically renew for successive one year terms unless either party gives written notice to the other of its intent to terminate this Agreement at the conclusion of the then existing term. The notice to terminate shall be in writing and shall be given at least ninety (90) days prior to the conclusion of the then existing term. It is understood that in no event will this Agreement extend beyond the term of the Operator's Lottery Operator Agreement with the City. Notwithstanding any other provision herein to the contrary, Operator shall have the right to terminate this Agreement at any time, without prior notice, if Contractor's sales location fails to generate gross sales from the keno-type lottery operation of at least \$5,000.00 in any calendar month.

2. **LOCATION**. The sales outlet location established under this Agreement shall be located in Gibbon, Nebraska which is operated by Contractor, or at such other location as may be mutually agreed upon in writing by the parties.

3. **OPERATOR'S OBLIGATIONS**. Operator shall be obligated to perform as

follows:

A. **Equipment.** All equipment necessary to conduct the keno-type lottery at the sale outlet location shall be supplied by Operator, other than those set forth in the “Contractor’s Obligations”. The keno equipment shall be installed by Operator. Operator and Contractor have previously discussed anticipated site preparation, and agree that the cost of preparing the location for installation of equipment shall be paid by Contractor which reserves the right to retain any person or entity responsible for such site preparation. No structural alterations in the Contractor's premises shall be made without the consent of the Contractor.

B. **Supplies.** Supplies used at the sale outlet location to conduct the keno-type lottery shall be provided by the Operator to the Contractor, and shall conform in all respects with the standards and specifications of the City and the State of Nebraska for a keno-type lottery. Contractor agrees to keep supplies clean and in an orderly fashion for use by keno customers.

C. **Management.** Operator shall provide the initial training of Contractor's management required to operate the keno-type lottery at Contractor's location. Subsequent employees shall be trained by Contractor. Contractor shall be responsible for the day to day operations of the sales outlet location.

4. **CONTRACTOR'S OBLIGATIONS.** Contractor shall be obligated to perform as follows:

- A. **Compliance with Laws.** Comply with the contract with the City of Gibbon, the laws of the State of Nebraska and the regulations of the Nebraska Department of Revenue in relation to the conducting of keno games and to take all steps necessary to ensure that Contractor's employees also comply. The Contractor agrees to maintain its premises in a clean and sanitary condition, and in conformance with all applicable health and safety laws and regulations.
- B. **Location.** Contractor agrees to provide space to conduct the business of the sales outlet location in Gibbon, Nebraska. Contractor may make future alterations to the location after consultation with the Operator. Contractor agrees to provide, install and wire a minimum of 5 42” flat screen TV’s which will be used exclusively as display monitors for the Optima AV computer to display the keno game. Location of the TV monitors will be mutually agreed upon between the Operator and Contractor.
- C. **Labor.** All employees required to conduct business at the sale outlet location shall be employed by Contractor.
- D. **Marketing.** Contractor shall be entitled to direct all advertising and marketing of the keno-type lottery at the sales outlet location.
- E. **Hours of Operation.** Contractor shall be required to conduct business at the

sales outlet location for a minimum of 50 (fifty) hours each week which shall verified each month by submitting a copy of the computer transaction report.

- F. **Reporting of Big Wins.** Contractor shall be required to report every net win of \$500 or more to the General Manager at Hastings Keno, Inc. located in Hastings, Nebraska by calling Ryan Palabrica at 402-984-5737, or the on duty keno manager at Hastings Keno at 402-834-8111 prior to paying such prize.

5. **COMPENSATION TO CONTRACTOR.** Contractor shall be entitled to 5% (five percent) of the gross proceeds generated by keno writers, and if utilized, 5% (five percent) of the gross proceeds generated by a self service keno kiosk received at the sales outlet location without any deduction for prizes, taxes, or other expenses associated with conducting the keno-type lottery.

6. **HANDLING OF PROCEEDS.** A bank account in the name of Operator and, accessible to both parties, shall be established. Contractor shall place the daily gross proceeds in said account no less than every three days, Saturdays, Sundays and holidays excluded. Each month during the term of this Agreement, Contractor shall provide Operator with a statement setting forth the proceeds. The statement shall set forth the amount due and owing to Operator and Contractor pursuant to the terms of this Agreement. In the event the proceeds held are insufficient to provide the compensation required, Operator will deliver to the bank account the sum necessary to meet the compensation figure. Any payment from either party under this paragraph shall be made within three (3) days after the date of the statement of proceeds described above. Contractor shall establish, with its own funds, a **cash fund of \$2,000** out of which it is able to pay any prizes which exceed the daily gross proceeds. Contractor shall have the right to issue checks upon the account set forth above only for the purpose of paying prizes to winners and to maintain the cash fund at \$2,000. Contractor and Operator shall agree on a method of reporting and accounting for the replenishing of the cash fund.

7. **RECORDS KEEPING AND AUDITING.** Operator and Contractor shall maintain a separate set of records of all operations associated with the keno-type lottery at the sales outlet location on a daily basis. Contractor shall submit to Operator, at least monthly, financial reports of the operation of the keno-type lottery at the sales outlet location. Contractor must store all daily transaction records at a location away from the Sales Outlet location for a period of at least three years. These financial reports shall contain all information related to proceeds received in the month reported. Operator and Contractor shall allow each other to review and examine all books, records, and financial reports relating to operation of the keno-type lottery at the sales outlet location.

8. **LOTTERY OPERATOR AGREEMENT.** The parties agree that the operation of the sales outlet location by Contractor shall in all respects comply with the terms and provisions of the Lottery Operator Agreement entered into between Operator

and the City together with any amendment to that Agreement. Contractor shall have the right to terminate this Agreement as hereinafter provided in the event an amendment to the Lottery Operator Agreement substantially and adversely alters the rights or responsibilities of Contractor under this Agreement.

9. **CONCESSIONS.** Contractor shall continue to operate all other business interests of Contractor at the sale outlet location and Operator shall have no right to or interest in those other business operations of Contractor.

10. **ASSIGNABILITY.** The parties agree that all rights and obligations under this contract are personal to the parties and neither this contract nor any rights or obligations hereunder may be assigned, transferred, or subcontracted by Contractor without the prior written consent of Operator and City.

11. **DEFAULT.** The Contractor will be deemed to be in default of this Agreement upon the happening of any of the following events:

- A. Insolvency of the Contractor.
- B. The filing of a petition in bankruptcy by the Contractor.
- C. The conviction of the Contractor, or any person owning at least 10 % equity ownership in the business of the Contractor, of a felony relating to the honesty or trustworthiness of the Contractor, or such other person, in performance of this Agreement.
- D. The interruption or cessation of operations at the sales outlet location for:
  - (1) A continuous period of seven (7) days without prior written consent of Operator; or
  - (2) Twenty-one (21) days of interruption accumulated during any six (6) month period without prior written consent of Operator;
- E. Any breach of this Agreement.

12. **REMEDIES.** In the event of any breach of this Agreement, and in addition to all remedies available under this Agreement, at law or in equity, either party shall be entitled to affirmative or negative injunctive relief.

13. **TERMINATION.** Either party may terminate this Agreement for any reason at the end of any term, by giving the other written notice of its intent to terminate. Such notice must be given at least ninety (90) days prior to the end of the then existing term, all as provided in paragraph 1 above. In the event of a breach of this Agreement, either party

may terminate this Agreement upon thirty (30) days written notice of breach of this Agreement to the other. The party alleged to have breached this Agreement shall have the right to cure such breach within the thirty (30) day period.

14. **INSPECTION.** Operator reserves the right to inspect the sales outlet location at any time in order to assure the quality of the keno-type lottery.

15. **CONTINGENCIES.** This Agreement is contingent upon approval of the City and issuance of the license to operate a sales outlet location by the State of Nebraska. Notwithstanding any other provision regarding termination, this Agreement shall terminate immediately in the event Contractor's license is revoked by the State.

16. **INSURANCE.** The Contractor shall carry and certify to the Operator: (1), Public Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence with the Operator being named as an additional insured thereunder; (2) Property Coverage against perils of loss designated as "special form", for no less than eighty percent (80%) of the fair market value, upon Contractor's personal property located at the sales outlet; and (3) Worker's Compensation and Employers Liability for any employees other than employees exempt from such coverage.

17. **AGENCY RELATIONSHIP.** Contractor shall be considered the sole agent of Operator in the performance of this Agreement. It is understood that all matters involving employees of the Contractor are the sole responsibility of the Contractor and Contractor agrees to indemnify and hold Operator harmless from any claims of any kind made by any employee of the Contractor.

18. **CONFLICT OF INTEREST.** Contractor shall not operate any other keno-type lottery within Buffalo County, Nebraska without the prior written consent of Operator and City.

19. **CONSTRUCTION.** This Agreement shall be governed by the laws of the State of Nebraska and incorporates the entire understanding of the parties. It may not be modified except in writing signed by both parties and approved by the City.

20. **WAIVER.** No waiver by either party to this Agreement at any time of any breach by the other party or of compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

21. **NOTICES.** Any notices or payments required hereunder shall be deemed given or made upon its deposit in the United States mail, postage prepaid, addressed as follows:  
m

A. To the Contractor:  
Buffalo Chipz, Inc.  
James Shiers-Owner  
1029 Court Street  
Gibbon, NE 68840

B. To the Operator:  
Michael J. Nevriy  
Gibbon Keno, LLC  
P.O. Box 1001  
Hastings, NE 68902-1001

**IN WITNESS WHEREOF**, the Operator and the Contractor have executed this Agreement on the date first written above.

GIBBON KENO, LLC  
OPERATOR

By: \_\_\_\_\_  
Michael J. Nevriy- President

BUFFALO CHIPZ, INC.  
CONTRACTOR

By: \_\_\_\_\_  
James Shiers-Owner

NOTICE, AFFIDAVIT & WAIVER

Dated this 10<sup>th</sup> day of July, 2020

NOTICE

TO: THE CITY COUNCIL OF THE CITY OF GIBBON, BUFFALO COUNTY, NEBRASKA

You are hereby notified that the undersigned, who has an interest in the real estate hereinafter described, has found that a Deed to said property has failed or will fail to comply with the requirement relating to subdivision approval, and notice of governmental authority and approval jurisdiction relating to subdivisions of real estate, the property involved being described as follows, to wit:

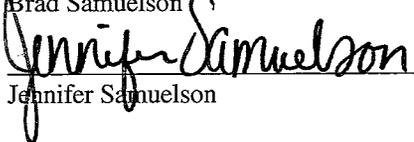
LEGAL DESCRIPTION FOR WEST TRACT

The West 270.0 feet of the following described tract of land: A tract of land in the Northeast Quarter of the Northwest Quarter of Section 24, in Township 9, Range 14, west of the 6th P.M. described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest Quarter of Section 24, Township 9, Range 14, thence West parallel to the North Section line 466.69 feet; thence South parallel to the east line of the Northwest quarter of said section, a distance of 466.69 feet; thence East parallel to the North line of said Section, a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest Quarter of said section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

LEGAL DESCRIPTION FOR EAST TRACT

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 24, in Township 9, Range 14, west of the 6th P.M. described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest Quarter of Section 24, Township 9, Range 14, thence West parallel to the North Section line 466.69 feet; thence South parallel to the east line of the Northwest quarter of said section, a distance of 466.69 feet; thence East parallel to the North line of said Section, a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest Quarter of said section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning, EXCEPT the West 270.0 feet thereof.

 (signature)  
Brad Samuelson

 (signature)  
Jennifer Samuelson

AFFIDAVIT

The undersigned, being first duly sworn on Oath, deposes and says that they have an interest in the real estate described as follows, to wit:

LEGAL DESCRIPTION FOR WEST TRACT

The West 270.0 feet of the following described tract of land: A tract of land in the Northeast Quarter of the Northwest Quarter of Section 24, in Township 9, Range 14, west of the 6th P.M. described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest Quarter of Section 24, Township 9, Range 14, thence West parallel to the North Section line 466.69 feet; thence South parallel to the east line of the Northwest quarter of said section, a distance of 466.69 feet; thence East parallel to the North line of said Section, a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest Quarter of said section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

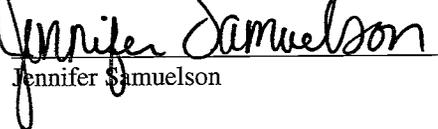
LEGAL DESCRIPTION FOR EAST TRACT

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 24, in Township 9, Range 14, west of the 6th P.M. described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest Quarter of Section 24, Township 9, Range 14, thence West parallel to the North Section line 466.69 feet; thence South parallel to the east line of the Northwest quarter of said section, a distance of 466.69 feet; thence East parallel to the North line of said Section, a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest Quarter of said section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning, EXCEPT the West 270.0 feet thereof.

That Deeds have been filed, or will be filed with the Register of Deeds of Buffalo County, Nebraska, describing said real estate. That said Deed purports to subdivide said real estate and has failed to comply with the requirement relating to subdivision approval.

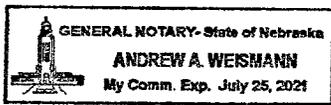
That written notice of this defect has been given and received by the governmental authority having subdivision approval jurisdiction over such real estate as shown above, and that if no objection is placed of record by said governmental authority within 120 days from the date of the notice as shown above, that said conveyance will then be fully validated.

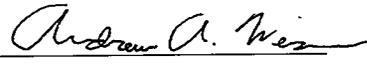
  
\_\_\_\_\_  
Brad Samuelson (signature)

  
\_\_\_\_\_  
Jennifer Samuelson (signature)

STATE OF Nebraska )  
 ) SS:  
COUNTY OF Buffalo )

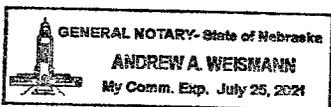
Subscribed and sworn to me this 10th day of July, 2020 by Brad Samuelson.

SEAL 

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

STATE OF Nebraska )  
 ) SS:  
COUNTY OF Buffalo )

Subscribed and sworn to me this 10th day of July, 2020 by Jennifer Samuelson.

SEAL 

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

WAIVER OF OBJECTION

The City Council of the City of Gibbon, Nebraska, hereby acknowledges receipt of the above Notice as to a defect in a Deed as to the description of the property hereinafter described, which deed failed or will fail to comply with the requirement relating to subdivision approval, and the undersigned, being the governmental authority having such subdivision approval jurisdiction over real estate, hereby waives the statutory 120 days objection period as to said subdivision

The description of the land involved being described as follows, to wit:

LEGAL DESCRIPTION FOR WEST TRACT

The West 270.0 feet of the following described tract of land: A tract of land in the Northeast Quarter of the Northwest Quarter of Section 24, in Township 9, Range 14, west of the 6th P.M. described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest Quarter of Section 24, Township 9, Range 14, thence West parallel to the North Section line 466.69 feet; thence South parallel to the east line of the Northwest quarter of said section, a distance of 466.69 feet; thence East parallel to the North line of said Section, a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest Quarter of said section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning.

LEGAL DESCRIPTION FOR EAST TRACT

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 24, in Township 9, Range 14, west of the 6th P.M. described as follows: Beginning at a point 33 feet South and 33 feet West of the Northeast corner of said Northwest Quarter of Section 24, Township 9, Range 14, thence West parallel to the North Section line 466.69 feet; thence South parallel to the east line of the Northwest quarter of said section, a distance of 466.69 feet; thence East parallel to the North line of said Section, a distance of 466.69 feet to a point 33 feet West of the East line of the Northwest Quarter of said section; thence North parallel to the East line of said Section 466.69 feet to the place of beginning, EXCEPT the West 270.0 feet thereof.

The City Council of the City of Gibbon,

ATTEST: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

Print Name \_\_\_\_\_

SEAL:

Print Title \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF GIBBON, NEBRASKA

And

TWO RIVERS PUBLIC HEALTH DEPARTMENT

WHEREAS, the Two Rivers Public Health Department (“TRPHD” or the “Department”), pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., is the lead agency responsible for protection of the public with respect to the spread of communicable disease, illness, and poisoning in Buffalo, Dawson, Franklin, Gosper, Harlan, Kearney and Phelps Counties;

WHEREAS, the City of Gibbon, Nebraska (the “Municipality”) desires the assistance of the Department and agrees to give control over the protection of its citizens against the spread of communicable disease, illness, and poisoning to the Department, pursuant to Neb. Rev. Stat. § 71-1635 and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827;

WHEREAS, the Municipality is willing to support and assist the Department in its disease prevention and control efforts, to the extent of the Municipality’s ability to do so;

WHEREAS, the Department is willing to accept control over protecting the Municipality’s citizens against the spread of communicable disease, illness, and poisoning, as set forth in Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq.;

WHEREAS, the Department has enacted regulations, Rules and Regulations for the Prevention of Spread of Communicable Disease, Illness, or Poisoning, pursuant to Neb. Rev. Stat. § 71-501 and 71-1626 et seq., relating to the Department’s authority to order directed health measures necessary to prevent the spread of communicable disease, illness, and poisoning (the “Regulations”);

WHEREAS, the Regulations have been approved by the Nebraska Department of Health and Human Services Regulation and Licensure, and by the Buffalo County Board of Supervisors, the Dawson County Board of County Commissioners, the Franklin County Board of Supervisors, the Gosper County Board of County Commissioners, the Harlan County Board of Supervisors, the Kearney County Board of Supervisors, the Phelps County Board of Supervisors; and

WHEREAS, in order to carry out the understandings of the Municipality and the Department with respect to the Department’s disease prevention and control

efforts, including isolation, quarantine, and other directed health measures within the Municipality, the Municipality and the Department have agreed to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing, the Municipality and the Department agree as follows:

1. Delegation of Disease Prevention and Control Authority by the Municipality. The Municipality hereby delegates control over the protection of its citizens against the spread of communicable disease, illness, and poisoning within the Municipality's jurisdiction by authorizing the Department to enforce the Department's Regulations, including isolation, quarantine, or other directed health measures, within the jurisdiction of the Municipality.
2. Acceptance of Authority by the Department. The Department hereby agrees to accept the control delegated by the Municipality and to enforce its Regulations within the jurisdiction of the Municipality with respect to and for the benefit of the citizens of the City of Gibbon, Nebraska.
3. Further Assistance of the Municipality. The Municipality agrees to assist the Department in the enforcement of the Regulations, to the extent of the Municipality's ability to provide such assistance, and the Municipality agrees that it shall cause its agencies, departments, employees, and officers to take all steps required to fulfill and carry out the purposes of this Memorandum of Understanding.
4. Waiver of Claims and Indemnification. The Municipality and the Department each agree to waive all claims against the other party for any loss, damage, personal injury or death occurring as a result of that party's performance of this Memorandum of Understanding, provided that such claim is not a result of gross negligence or willful misconduct by either party or its respective personnel. The Municipality and the Department further agree to hold the other party harmless and to indemnify and defend the other party and its personnel from any and all claims, demands, liability, losses, suits in law or in equity, which are made by a third party, including reasonable attorneys' fees and costs that may arise from the party's provision of services pursuant to this Memorandum of Understanding.
5. Term. This Memorandum of Understanding will be in effect for a term of one (1) year from the date of the last signature hereto, and will automatically renew for successive one-year terms, unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.
6. Counterparts. This Memorandum of Understanding may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the date set forth below.

Dated this 27 day of March, 2020.

THE CITY OF GIBBON, NEBRASKA.

By: Deborah VanMatre  
Name: Deborah VanMatre  
Title: Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TWO RIVERS PUBLIC HEALTH DEPARTMENT,  
A Political Subdivision of the State of Nebraska.

By: \_\_\_\_\_  
Jeremy Eschliman, Executive Director