

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, May 6, 2024
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeremy Labrie, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Presentations.

A. Presentation from Sarah Schneider, Director of the McCook Area Chamber of Commerce, regarding the Chamber's upcoming events and the impact of the City of McCook's ACE contributions toward marketing McCook's community events.

3. Proclamations.

A. Approve a proclamation designating May 12 to May 18, 2024 as "National Skilled Nursing Care Week" and authorize the Mayor to sign.

B. Approve a proclamation designating May 5 through May 11, 2024 as "Professional Municipal Clerks Week" and authorize the Mayor to sign.

4. Public Hearings.

A. Conduct a public hearing on the application of Taste of Texas BBQ, Inc.; dba "Taste of Texas BBQ", for Class "I" License #125223 - (Beer, Wine, Distilled Spirits, On Sale Only) License under the Nebraska Liquor Control Commission, to be located at 112 West 11th Street, McCook, Nebraska; replacing existing License #54088.

1. Reconvene as a City Council.

B. Recommend approval to the Nebraska Liquor Control Commission the application of Taste of Texas BBQ, Inc.; dba "Taste of Texas BBQ", for Class "I" License #125223 - (Beer, Wine, Distilled Spirits, On Sale Only) License under the Nebraska Liquor Control Commission, to be located at 112 West 11th Street, McCook, Nebraska; replacing existing License #54088.

- C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held April 22, 2024.
 - 1. Adjourn the Public Hearing.
 - D. Accept the minutes of the January 22, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.
5. Consent Agenda.
- *The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*
- A. Approve the minutes of the April 15, 2024 regular City Council meeting.
 - B. Approve the request from the McCook Arts Council/Creative District to close Norris Avenue from the north side of "D" Street to the South Side of "E" Street on May 16, June 20, July 18, August 15, September 19, and October 17 from 4:00 P.M. to 10:00 P.M. for their Third Thursday Events.
 - C. Approve the request from Tricia Wagner to close the following streets for the 8th Annual Cruisin' the Bricks Cruise Night and Car Show on Saturday, June 22 from 7:30 A.M. to 7:30 P.M - West 2nd Street from "B" Street to halfway between West "C" Street and West "D" Street (including the intersection at West 2nd and "C" Street) and West "C" Street from West 1st Street to West 3rd Street(including alleys and the intersection of West 2nd Street and West "C" Street; and on Saturday, June 22 from 7:00 P.M. TO 8:30 P.M. - West "C" Street from Norris Avenue to West 1st Street (including the alley), East "C" Street from Norris Avenue to East 1st Street (including the alley), and turning off the traffic signal at the intersection of Norris Avenue and "C" Street.
 - D. Accept the minutes of the January 16, 2024 Senior Center Advisory Board meeting.
 - E. Ratify the Mayor's appointments to the Airport Advisory Commission - appointing Katrina Frey to fill the remaining term of Griff Malleck - term expires November 2026.
 - F. Approve Change Order No. 1 in the amount of (697.25) for the Business Park Phase II Water & Sewer Project and authorize the Mayor to sign.
 - G. Approve compensation amount paid to the paid-on-call members of the City of McCook Fire Department to \$20.00 per call and \$20.00 per training session attended.
6. Regular Agenda.
- A. Presentation from Debbie Thorpe regarding the City of McCook's recent nuisance abatement efforts.
 - B. Council Comments.
 - C. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to real estate purchase for Sports Complex.
 - 1. Nebraska Open Meetings Act statement, if the motion to close passes.
 - 2. Close Executive Session.

Adjournment.

**CITY MANAGER'S REPORT
MAY 6, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.A. Presentation from Sarah Schneider, Director of the McCook Area Chamber of Commerce, regarding the Chamber's upcoming events and the impact of the City of McCook's ACE contributions toward marketing McCook's community events.

BACKGROUND:

Sarah Schneider, Director of the McCook Area Chamber of Commerce, would like to present the slate of upcoming Chamber events and discuss the impact of the events on our community. As a reminder, the McCook City Council has elected to use \$6,000 of ACE funds annually to help pay for advertising for the various Chamber events. A similar request will be made for the upcoming FY 24/25 budget.

APPROVALS:



Nathan A. Schneider, City Manager

May 1, 2024



Lea Ann Doak, City Clerk

May 1, 2024


Tera Koetter, Assistant City Manager

May 1, 2024

CITY MANAGER'S REPORT
MAY 6, 2024 CITY COUNCIL MEETING

ITEM: **3.A.** Approve a proclamation designating May 12 to May 18, 2024 as "National Skilled Nursing Care Week" and authorize the Mayor to sign.

BACKGROUND:

This proclamation is being presented at the request of Amanda Randolph, Hillcrest Nursing Home Human Resources. The 2024 National Skilled Nursing Care Week theme, *Radiant Memories - A Tribute to the Golden Age of Radio*, embraces a time when the airwaves resonated with captivating stories and melodies. "Radiant Memories" is a call to honor the enduring legacy of skilled nursing care centers.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 2, 2024

Office of the Mayor
McCook, Nebraska

Proclamation

"NATIONAL SKILLED NURSING CARE WEEK"

- WHEREAS, the week of May 12 to May 18, 2024, has been designated as National Skilled Nursing Care Week, an observance that honors the dedicated care provided in skilled nursing centers across the nation; and
- WHEREAS, this year's theme, "Radiant Memories: A Tribute to the Golden Age of Radio," celebrates the rich tapestry of stories and experiences of those who reside and work within skilled nursing care centers, recalling an era cherished by many of our community's elders; and
- WHEREAS, skilled nursing care providers play a pivotal role in delivering compassionate care to America's elderly and individuals with disabilities; and
- WHEREAS, National Skilled Nursing Care Week acknowledges and celebrates the invaluable contributions of skilled nursing care centers and their staff to the lives of residents and their families.

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, hereby proclaim the week of May 12 to 18, 2024, as National Skilled Nursing Care Week in the City of McCook, and encourage all community members to recognize and participate in National Skilled Nursing Care Week activities and events. This week serves as a testament to the essential role that skilled nursing care plays in our communities and in the lives of many individuals and their families.

Dated this 6th day of May, 2024.

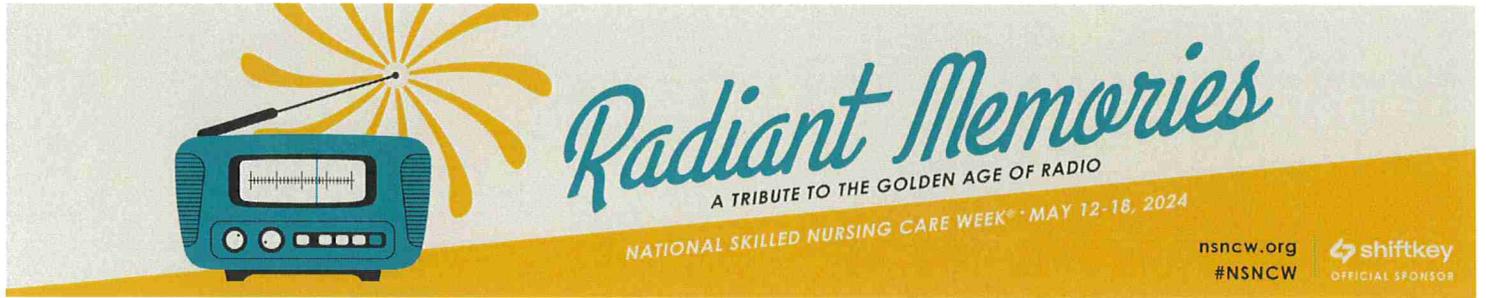
*In witness whereof I have hereunto set by
hand and caused this seal to be affixed.*



Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk



[AHCA/NCAL](#) / [Events](#) / National Skilled Nursing Care Week

National Skilled Nursing Care Week

The 2024 National Skilled Nursing Care Week (NSNCW) theme, *Radiant Memories - A Tribute to the Golden Age of Radio*, embraces a time when the airwaves resonated with captivating stories and melodies. More than nostalgia, "Radiant Memories" is a call to honor the enduring legacy of skilled nursing care centers. In these centers, residents and staff contribute to the creation of radiant memories, akin to the cherished moments shared through music and stories over the radio waves.

Radio broadcasts have played a pivotal role in American life, from presidential fireside chats and war updates to old-time radio dramas and American Top 40 hits. Families and friends gathered around the radio to hear the latest music and tune into their favorite shows.

Established by AHCA in 1967, NSNCW starts each year on Mother's Day and encourages skilled nursing care centers around the country to host a variety of events that shine a light on the individuals who reside, work, and volunteer in nursing centers while adhering to infection control requirements.

Be sure to share with us your stories, pictures, videos and/or how YOU plan on celebrating by tagging us at [@NationalSkilledNursingCareWeek](#) on all AHCA social platforms including our [NSNCW Facebook channel](#) using the hashtag [#NSNCW](#).

**CITY MANAGER'S REPORT
MAY 6, 2023 MCCOOK CITY COUNCIL MEETING**

ITEM: 3.B. Approve a proclamation designating May 5 through May 11, 2024 as Professional Municipal Clerks Week.

BACKGROUND:

Initiated in 1969, Professional Municipal Clerks Week recognizes the vital role of Municipal Clerks in local government and their tireless contributions in serving their communities and educating the public on the significance of their roles. The City of McCook is fortunate to have two outstanding clerks: City Clerk Lea Ann Doak and Deputy City Clerk Tracy Burkey. McCook's clerks provide unwavering service to our community and operate in a professional manner that is second to none. McCook's clerks work hard to ensure the public are an integral part of our local democratic processes.



Tera Koetter, Assistant City Manager

May 1, 2024



Nathan A. Schneider, City Manager

May 1, 2024

Office of the Mayor
McCook, Nebraska

Proclamation

"55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK"

May 5 through May 11, 2024

- WHEREAS, The Office of the Professional Municipal Clerk, a time-honored and vital part of local government exists throughout the world, and
- WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and
- WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local government bodies and agencies of government at other levels, and
- WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.
- WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.
- WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.
- WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week and further extend appreciation to our Municipal Clerk, Lea Ann Doak, and our Deputy Clerk, Tracy Burkey, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 6th day of May, 2024.



*In witness whereof, I have hereunto set by
hand and caused this seal to be affixed.*

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
FEBRUARY 6, 2023 CITY COUNCIL MEETING**

ITEM: 4.

RECOMMENDATION:

ITEM A Conduct a public hearing on the application of Taste of Texas BBQ, Inc.; dba "Taste of Texas BBQ", for Class "I" License #125223 - (Beer, Wine, Distilled Spirits, On Sale Only) License under the Nebraska Liquor Control Commission, to be located at 112 West 11th Street, McCook, Nebraska; replacing existing License #54088.

ITEM B Recommend approval to the Nebraska Liquor Control Commission the application of Taste of Texas BBQ, Inc.; dba "Taste of Texas BBQ", for Class "I" License #125223 - (Beer, Wine, Distilled Spirits, On Sale Only) License under the Nebraska Liquor Control Commission, to be located at 112 West 11th Street, McCook, Nebraska; replacing existing License #54088.

BACKGROUND:

Upon notice from the Liquor Control Commission, the City has 45 days to conduct a hearing concerning the requested license. The Council may choose not to make a recommendation of approval or denial to the Commission.

Per §53-133, the Liquor Control Commission shall set for hearing any application wherein:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk-Treasurer

May 1, 2024

EXHIBIT #1

PAGE(S) - 1

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that Taste of Texas BBQ, Inc.; dba "Taste of Texas BBQ", has filed an application for Class "I" License #126223 - (Beer, Wine, Distilled Spirits, On Sale Only), under the Nebraska Liquor Control Commission, to be located at 112 W 11th Street, McCook, Nebraska. Replacing existing License #54088.

All persons desiring to give evidence before the McCook City Council in support of or protest against the issuance of such license may do so at the time of this hearing to be held Monday, May 6, 2024 at 5:30 P.M., C.D.S.T.; in the City Council Chambers, 505 West "C" Street, McCook, Nebraska.

-s- Lea Ann Doak
City Clerk

Publish: April 26, 2024.

EXHIBIT #2

PAGE(S) - 1



Jim Pillen
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TSR USER 800-833-7252 (TTY)
Web Address <http://www.lcc.nebraska.gov/>

RECEIPT

From: Kim Frederick
To: MCCOOK CITY CLERK
Re: TASTE OF TEXAS BBQ, INC
DBA: TASTE OF TEXAS BBQ
License #: I-126223

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

Lea Ann Deal
Clerk's Name (Acknowledgement of receipt of the application)

4/5/2024
Date Received

EXHIBIT #3

PAGE(S) - 1

Kim Lowe
Commissioner

Bruce Bailey
Chairman

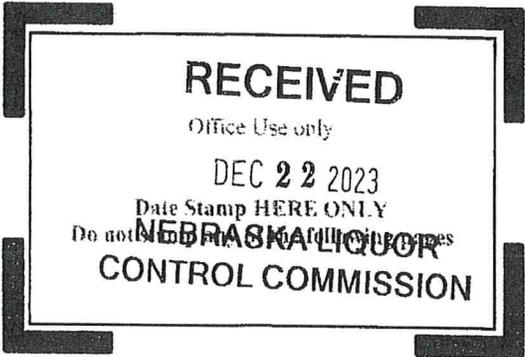
Harry Hoch
Commissioner

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: I

License Number:
126223



Office Use Only

NEW/REPLACING 54088 TOP Yes/No Denial

Hot List Yes/No No Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME Brian Bishop Williams II - TASTE OF TEXAS BBQ INC

TRADE (DBA) NAME TASTE OF TEXAS BBQ

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Brian Bishop Williams II 308-340-7229

CONTACT EMAIL ADDRESS prairieknights2018@gmail.com
Cum hx
11-30-2024 - Auto Renew
3035
Business email
SES not updated
Form 101 signature
Form 101 pg 2
Form 103 pg 3
Blor Passport
Business Plan

~~No Payment~~

Office use only

PAYMENT TYPE CA 40866

AMOUNT \$ 400 RCPT _____

RECEIVED: 1/2/24

DATE DEPOSITED 1/2/24



Received by TP

FORM 100
REV 12/7/2022
PAGE 1

EXHIBIT #4

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

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Taste of Texas BBQ INC.

Street Address 112 W 11th St.

City McCook County Red Willow 48 Zip Code 69001

Premises Telephone number 1 (308) 345 1611

Business e-mail address _____

Is this location inside the city/village corporate limits YES NO _____

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

Check if same as premises

Name Taste of Texas BBQ INC.

Street Address 112 W 11th St.

City McCook State NE Zip Code 69001

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 55 x width 71 in feet

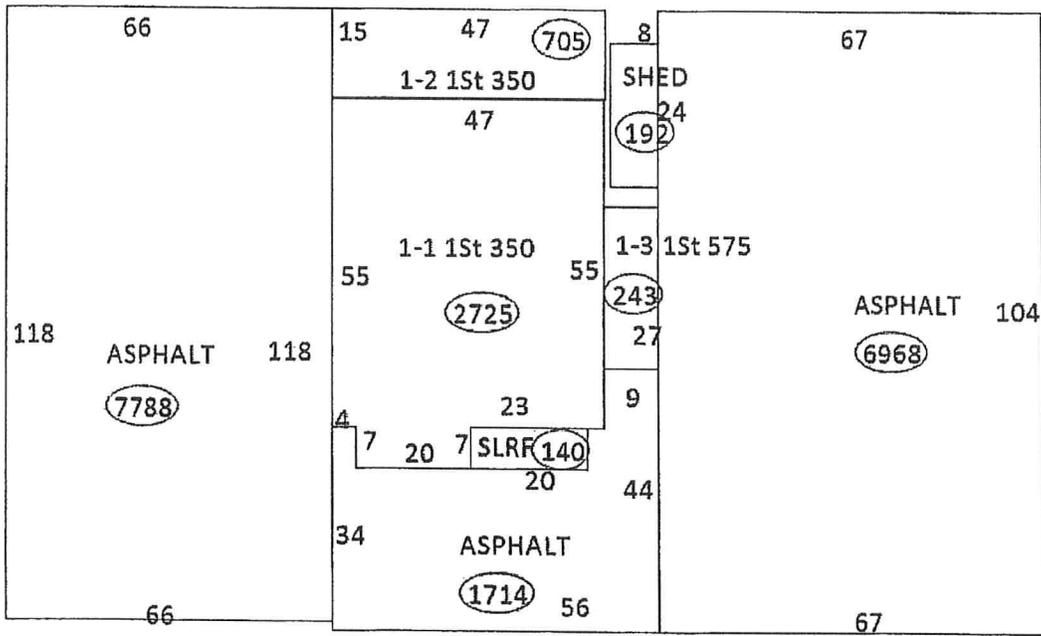
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



APPLICANT INFORMATION

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

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Brian B Williams II	05/24/2005	McCook NE	5312 DISTURBING THE PEACE	Guilty \$25 Court \$25
" "	07/10/2013	Hitchcock NE	possession of 1/2 oz Marijuana possession use Drug Paraphernalia	Guilty \$100 Guilty \$100
" "	09/28/2012	Hitchcock NE	possession of 1/2 oz Marijuana possession Drug Paraphernalia possession 1/2 oz Marijuana	Guilty \$300 Guilty \$100 Guilty \$25
" "	06/06/2007	Redwood NE	unlawful entry without park permit obstruction in vehicle	Guilty \$25 Guilty \$25
" "				
" "				

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

YES NO

If yes, provide business name and license number

~~Taste of Texas BBQ INC.~~

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

YES NO

If yes, give name of business and liquor license number

Taste of Texas BBQ INC.

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

Class IK
054088

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

YES NO

If yes, list the lender(s) _____

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

YES NO

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

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

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

YES NO

If yes, list such item(s) and the owner. Permanently Attached Fixtures - Southwest Building, Inc

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

YES NO

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

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

YES NO

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

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

~~XXXXXXXXXX~~ First Central Bank - Brian B. Williams II

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

N/A

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Bishop Williams	05/2022	Nebraska Alcohol Sales and Service Training

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Brian Bishop Williams II/President	2002 - Current	Taste of Texas BBQ Inc., McCook, NE

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

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

Lease expiration date Renews year-to-year each December 1 11-30-2025
 Deed
 Purchase Agreement

14. When do you intend to open for business? Purchasing an on-going business

15. What will be the main nature of business? Food and Beverage Sales

16. What are the anticipated hours of operation? 11:00 a.m. - 9 p.m. Tues-Thurs 11:00 a.m. - 10 p.m. Fri-Sat

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
503 Taylor St. Culbertson NE	2013	Now			

If necessary, attach a separate sheet

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

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

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

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

Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of APPLICANT

Brian Bishop Williams II

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

Nebraska Secretary of State

TASTE OF TEXAS BBQ, INC.

Fri Jan 26 12:02:08 2024

SOS Account Number

10029496

Status

Active

Principal Office Address

112 W 11TH ST
MCCOOK, NE 69001-0000

Registered Agent and Office Address

BRIAN B WILLIAMS
112 WEST 11TH ST
MCCOOK, NE 69001

Nature of Business

RESTAURANT

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Dec 03 2001

Next Report Due Date

Jan 01 2026

Corporation Position	Name	Address
President	BRIAN B WILLIAMS	503 TAYLOR ST CULBERTSON, NE 69024 USA
Secretary	BRIAN B WILLIAMS	503 TAYLOR ST CULBERTSON, NE 69024 USA
Treasurer	BRIAN B WILLIAMS	503 TAYLOR ST CULBERTSON, NE 69024 USA
Director	BRIAN B WILLIAMS	503 TAYLOR ST CULBERTSON, NE 69024 USA

Filed Documents

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

Document	Date Filed	Price	
Articles Perpetual	Dec 03 2001	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Apr 29 2002	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Jul 29 2002	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Jan 28 2003	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Feb 13 2004	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 29 2006	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Change of Agent or Office	Apr 19 2006	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Feb 28 2008	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 12 2010	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Feb 29 2012	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Jan 14 2014	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Jan 12 2016	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Jan 09 2018	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Occupation Tax Report	Jan 04 2020	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Occupation Tax Report	Jan 04 2022	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Occupation Tax Report	Jan 24 2024	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Change of Agent or Office	Jan 25 2024	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

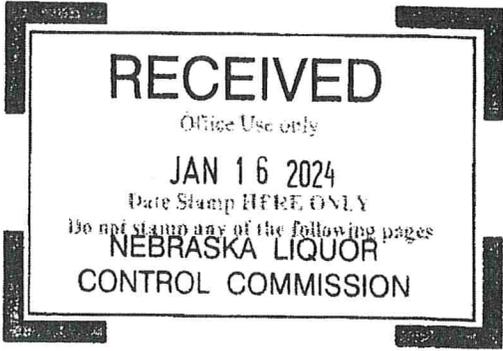
[↑ Back to Top](#)

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

TASTE OF TEXAS BBQ, INC.

Name of Registered Agent: Brian B Williams

Corporation Address: 112 W 11th st

City: McCook State: NE Zip Code: 69001 -3580

Corporation Phone Number: 308 345 1611 Fax Number: N/A

Total Number of Corporation Shares Issued: 1000

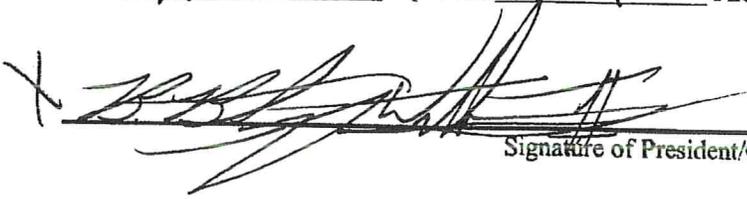
Name of President/CEO

Name and information must be listed on following page

Last Name: Williams II First Name: Brian MI: B ✓

Home Address: 503 Taylor st. City: Cambridge

State: NE Zip Code: 69024 Phone Number: (308) 340 7229

X 
Signature of President/CEO

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

X

Last Name: Williams II First Name: Brian MI: B

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

Title: Sole Director Number of Shares 1000

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation owned 100% by another corporation/company??

YES NO

If yes, provide Form 185

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID # _____

Domestic Corporation Occupation Tax Report 2024-2025

This is your receipt showing submission of Corporate Occupation Tax Fees to the Nebraska Secretary of State. Please print this page for your records.

Entity Name and Principal Office Address

TASTE OF TEXAS BBQ, INC.
112 W 11TH ST
MCCOOK, NE 69001-0000

SOS Account Number

10029496

Date Filed

12/03/2001

Account Status

Active

Entity Type

Domestic Corp

QUALIFYING STATE: NE

Registered Agent and Office Address

JAMES ARP
112 WEST 11TH ST
MCCOOK, NE 69001

Officer Information

PRESIDENT

BRIAN B WILLIAMS
503 TAYLOR ST
CULBERTSON, NE 69024
USA

SECRETARY

BRIAN B WILLIAMS
503 TAYLOR ST
CULBERTSON, NE 69024
USA

TREASURER

BRIAN B WILLIAMS
503 TAYLOR ST
CULBERTSON, NE 69024
USA

Director Information

Director

BRIAN B WILLIAMS
503 TAYLOR ST
CULBERTSON, NE 69024
USA

Additional Information

Nature of Business

RESTAURANT

Amount of Paid-Up Capital Stock in Nebraska: \$10,000.00

Payment Successful

Filer	PRESIDENT BRIAN B WILLIAMS
Order ID#	53890441
Submitted	01/24/2024 02:04 PM

Corporate Tax Fee	\$26.00
Portal Fee	\$3.00

Total Fees	\$29.00
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DOMESTIC CHANGE OF REGISTERED AGENT and/or OFFICE

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

The following corporation, pursuant to the laws of the state of Nebraska, does hereby wish to change its Registered Agent and/or Registered Office.

Name of Corporation TASTE OF TEXAS BBQ, INC.

Previous:

Registered Agent: James Arp

Registered Office: 112 West 11th St McCook NE 69001
Street Address and Post Office Box (if any) City Zip

New:

Registered Agent: Brian B. Williams

Registered Office*: 112 West 11th St McCook NE 69001
Street Address and Post Office Box (if any) City Zip

* The street address of the registered office and the street address of the registered agent must be identical.

DATED _____

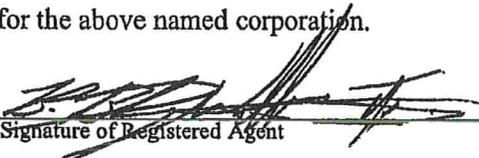

Signature
Brian B. Williams, President
Printed Name/Title

NOTE: Every filing must be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary. **Signing a false document which is filed or attempted to be filed with the Secretary of State is a Class I Misdemeanor, subject to up to one year imprisonment or a \$1000 fine, or both.**

Registered Agent: Please check A (current agent) or B (new agent) below and sign

A. I hereby state that the above named corporation has been notified of the change in address of my registered office.

B. I hereby consent to act as registered agent for the above named corporation.


Signature of Registered Agent

FILING FEE: \$30.00 (In-Office) / \$25.00 (Online)

Nebraska Secretary of State



Receipt of Filing Information

 Print this receipt

Due to the high volume of submissions at this time it is taking approximately a week for you to receive an email back regarding your filing status. Select the button below to start a new filing.

If you have finished filing, you are now logged out, so you may safely close the browser window.

Filing 1 - Change of Registered Agent/Office

Order Id: 53890481

Date Submitted: 2024/01/24 14:09:01

Entity Name and Principal Office Address

TASTE OF TEXAS BBQ, INC.
112 W 11TH ST
MCCOOK, NE 69001-0000

Filing Information

Date Effective:
Effective When Filed
Document:
[view document](#)

Registered Agent

Registered Agent:
BRIAN B WILLIAMS
112 WEST 11TH ST
MCCOOK, NE 69001

Filing Fees

Change of Registered Agent/Office

\$25.00

Statutory Fee:

\$25.00

Cost to file through Nebraska.gov:

\$27.00

Total Filing Costs: \$27.00

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____

RECEIVED

JAN 16 2024

NEBRASKA LIQUOR
CONTROL COMMISSION

MANAGER MUST:

- Be at least 21-years of age
 - Complete all sections of the application.
 - Form must be signed by a **member or corporate officer**
 - Include Form 147 –Fingerprints are required
 - Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
 - Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
 - Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**
- Spouse who **will not** participate in the business
- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: TASTE OF TEXAS BBQ, INC

PREMISES INFORMATION

Premises Trade Name/DBA: TASTE OF TEXAS BBQ

Premises Street Address: 112 West 11th St

City: McCook County: Red Willow Zip Code: 69001

Premises Phone Number: 308-345-1611

X Premises Email address: prairieknights2018@gmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

MANAGER INFORMATION

Last Name: Williams II First Name: Brian MI: B

Home Address: 503 Taylor st

City: Culberston County: Heckard Zip Code: 69024 ✓

Home Phone Number: 1 308 390 7229

Driver's License Number: 

Social Security Number: 

Date of Birth:  Place of Birth: Webster TX

Email address: _____

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

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
See form 100					

LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	Present	Taste of Texas BBQ	James Arp	308-345-1611
2006	2008	Hillcrest Nursing Home	Deb Stoney	308-345-4600

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Brian B Williams II	05/24/2005	McCook, NE	§312 Disturbing the Peace	Guilty \$25 Court Cost \$25
"	07/10/2013	Hitchcock, NE	Possession of K2 or Marijuana	Guilty \$400 Court Cost \$100
"	09/28/2012	Hitchcock, NE	Possession of K2 or Marijuana Possession of Drug Paraphernalia	Guilty \$300 Guilty \$100 Guilty \$25
"	06/08/2009	Red Willow, NE	Spreading or to impede unlawful entry without park permit no registration in vehicle	Guilty \$25 Guilty \$25

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

YES NO

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

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

YES NO

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

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

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

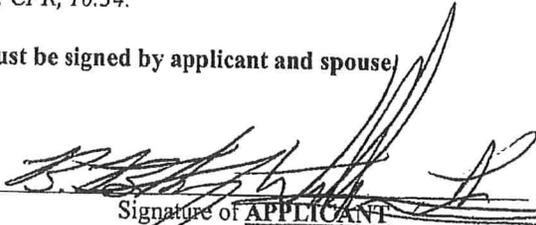
YES NO

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

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

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

Must be signed by applicant and spouse

 _____ Signature of <u>APPLICANT</u>	_____ Signature of <u>SPOUSE</u>
<u>B Bishop Williams II</u> _____ Printed Name of <u>APPLICANT</u>	_____ Printed Name of <u>SPOUSE</u>

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID .
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name TASTE OF TEXAS BBQ

Name of Person Being Fingerprinted: Brian Bishop Williams II

Date of Birth: [REDACTED]

Date fingerprints were taken: Oct 11, 2023

Location where fingerprints were taken: Red Willow Co Sheriff

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

Brian B Williams II

Political Party
Libertarian

Precinct
Culbertson

Election Details

11/08/2022 2022 General Election

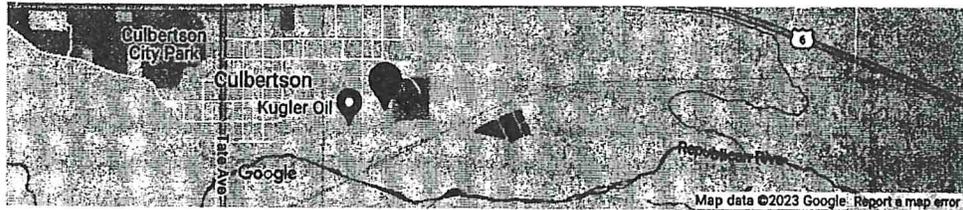
We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

4-H Building Hitchcock County Fairgrounds

315 Railroad Street Culbertson, NE 69024
Blue Building at Hitchcock County Fairgrounds in Culbertson

[View larger map](#)



Early Voting Sites

Hitchcock County Clerks Office

Hitchcock County Courthouse Trenton, NE 69044

Sample Ballots

[CULB_SPLIT_4.pdf](#)

Ballot Styles

CULB_SPLIT_4

Districts

Show



NEBRASKA STATE PATROL

Criminal History Record

Dissemination Form



Receipt Number: 81205190

Completed Date: 10/20/2023

Requesting Agency/Individual

Organization Name:

Contact: Brian Bishop Williams 2nd

Address 1: 503 Taylor St.

City, State, Zip: Culbertson, Nebraska, 69024

Email: whitneywilliams1991.ww@gmail.com

SEE ATTACHED RAP SHEET

Person of Interest

Name: Brian B Williams II

Date of Birth: [REDACTED]

Gender: Male

Race: White

SSN: XXX-XX-8828

Place of Residence: Nebraska

NE Driver's License: [REDACTED]

Summary Statement

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

CRIMINAL IDENTIFICATION DIVISION - NEBRASKA STATE PATROL

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

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

Shawna Backemeyer, Research Manager
Nebraska State Patrol - Criminal Identification Division



NEBRASKA CRIMINAL HISTORY RECORD

NEBRASKA STATE PATROL
CRIMINAL IDENTIFICATION

P.O. BOX 94907
LINCOLN, NEBRASKA 68509

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

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

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

NAME WILLIAMS, BRIAN BISHOP	FELON NO	DATE REQUESTED 10/20/2023	
STATE ID NB441643	FBI NO 409924JC3	DATE OF BIRTH 02/06/1985	
SEX MALE	RACE WHITE		
HEIGHT 5' 7"	WEIGHT 134 LBS	EYES BLUE	HAIR BLOND OR STRAWBERRY
REPORTED PLACE OF BIRTH TEXAS	REPORTED CITIZENSHIP UNITED STATES OF AMERICA (USA)		

ALIAS INFORMATION

NAMES USED WILLIAMS, BRIAN BISHOP WILLIAMS, BRIAN B	DATES OF BIRTH [REDACTED]
--	-------------------------------------

SCARS, MARKS, TATTOOS

'NONSPECIFIC' MEANS THE LOCATION IS NOT SPECIFIED AS ON THE LEFT OR THE RIGHT
SCAR BACK

[This Page Left Intentionally Blank]

ARREST HISTORY

ARREST 1

ARREST DATE
04/29/2005

DCN
805505

CASE NUMBER
2005002490

ARRESTING AGENCY
MCCOOK PD (NB0730100)

NAME USED
WILLIAMS, BRIAN BISHOP

CHARGE DESCRIPTION
5312 - DISTURBING THE PEACE(1 COUNT)

CLASSIFICATION
MISDEMEANOR

COURT EVENT

COURT
COUNTY COURT RED WILLOW (NB073013J)

DOCKET
C48CR050000378

DISPOSITION DATE
05/24/2005

CITATION
A 1615932

CHARGE
5312 - DISTURBING THE PEACE - STATUTE 28-1322

CLASSIFICATION
MISDEMEANOR - 3

DISPOSITION
GUILTY BY CONVICTION

SENTENCE
FINE 25 COURT COST

JUDGEMENT
FINE 25.00/

SureSetNow.com
Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

BISHOP WILLIAMS

has met all training requirements and successfully completed the following course and/or exam

Nebraska Alcohol Sales and Service Training

Certificate Number: 75183

Completion Date: 05/02/2022

Expiration Date: 05/01/2026

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

Kelly Bailey
Authorized Signature

Students Learning, Inc.
1100 S. 10th Street
Clear Park, TX 78613
SureSetNow.com

TASTE OF TEXAS BBQ, INC.

BUSINESS PLAN

Taste of Texas BBQ, Inc. will continue to operate a restaurant serving food and beverages to the general public. Currently, Taste of Texas BBQ, Inc. consists of one location in McCook, Nebraska where it operates.

Taste of Texas BBQ, Inc, a Nebraska
corporation

By: /s/ Brian Bishop Williams II
President and Sole Shareholder

COMMERCIAL LEASE

THIS Commercial Lease ("Lease") is made and entered into effective this 1st day of December, 2023 ("Effective Date") by and between SOUTHWEST BUILDING, INC., a Nebraska corporation, hereinafter referred to as "Lessor", and TASTE OF TEXAS BBQ, INC., a Nebraska corporation, hereinafter referred to as "Lessee".

In consideration of the terms, conditions and covenants herein contained, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described real property and the improvements located thereon (the "Premises"):

Tract 1:

That part of Block 7 in West McCook Addition to McCook, Red Willow County, Nebraska, described as: Commencing at the Southeast Corner of said Block 7; thence West 100 feet; thence North parallel with the East line of said Block 7 to a point on the South line of the right-of-way of Highways 6 and 34 approximately 255 feet; thence in an Easterly direction along the South line of said Highway right-of-way to a point on the East line of said Block 7; thence South along the East line of said Block 7, approximately 255 feet to the place of beginning. Subject to public highways.

AND

that part of the North Half of Delaware Street now vacated lying immediately South of Block 7 in the West McCook Addition to McCook, Red Willow County, Nebraska, according to the recorded plat of Said Block, described by metes and bounds as follows: commencing at the Southeast Corner of said Block 7; thence West on said line a distance of 100 feet; thence South and parallel to the East line of said Block, a distance of 35 feet; thence East and parallel with the South line of said Block, a distance of 100 feet; thence North in the East line of said Block, a distance of 35 feet to the place of beginning, said tract now being a part of Block 7 in West McCook Addition to McCook, Red Willow County, Nebraska

commonly known as 112 West 11th Street, McCook, Nebraska.

2. Term. The initial term of this Lease shall be for a period of one (1) year commencing on December 1, 2023 (the "Commencement Date") and terminating on November 30, 2024 (the "Expiration Date"). This Lease shall renew itself, after the initial term of the Lease, on the same terms and conditions contained herein from December 1, 2024 to November 30, 2025, and each succeeding year thereafter, unless either party notifies the other of non-renewal in writing at least ninety (90) days prior to the expiration of the then current term.

3. Rent. During the term of this Lease, Lessee shall pay to Lessor monthly rent of \$3,000.00 per month (the "Rent") in advance without demand on or before the first day of each month of the term. Lessee shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any Rent not paid within five (5) days of the date due shall bear interest at the rate of 12% per annum from the date due until paid in full.

4. Use. Lessee shall use and occupy the Premises solely for purposes of operating a restaurant. Lessee shall not use said Premises for any use or purpose which violates any Federal, State, or City statute, ordinance, or regulation affecting said Premises.

5. Responsibilities.

- a) Real Estate Taxes. Lessee shall pay all real estate taxes and general and special assessments on the Premises which are levied or assessed for the period during the term of this Lease before the same become delinquent.
- b) Personal Property Taxes. Lessee shall pay, prior to delinquency, any and all taxes and assessments levied or assessed during the lease term upon or against (i) all of Lessee's furniture, fixtures, signs and equipment and any other personal property installed or located within the Premises; and (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature, made by Lessee to the Premises, including such improvements and betterments as presently exist and as made by Lessee, as the same may be separately levied, taxed and assessed against or imposed directly upon Lessee by the taxing authorities.
- c) Utilities. Lessee shall pay all utility charges attributable to the Premises, including electricity, gas, water, sewer, waste removal, internet access, telephone, cable, or satellite television.
- d) Insurance.
 - i) Liability Insurance. Lessee shall carry and maintain, at Lessee's sole cost and expense and as additional rent, bodily injury liability insurance with limits of not less than \$1,000,000 per injury to one person and \$1,000,000 per occurrence insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof, property damage liability insurance with a limit of not less than \$500,000 per accident or occurrence, and plate glass coverage.
 - ii) Hazard Insurance. Lessee shall, at all times during the Lease Term and any extensions of the Lease Term, at Lessee's sole expense, keep the building and all improvements, which are now or hereafter a part of the Premises insured against loss or damage by fire and other casualties under a policy of "all risk" insurance. Such insurance shall be in the amount of at least the replacement value of the building and all improvements and shall name Lessor as an additional insured. Lessee shall, at Lessee's sole cost and expense, maintain fire and extended coverage on Lessee's personal property located at the Premises from time to time. Lessee shall use every reasonable precaution against fire.

iii) Provisions Applicable to all Insurance.

- (A) Such insurance shall be issued by good and responsible insurance companies licensed to transact business in the State of Nebraska and acceptable in all respects to Lessor;
 - (B) Each insurance policy shall contain agreement by or endorsements of the insurer that (1) such policy shall not be cancelled for any cause without at least ten (10) days prior notice from the insurer to Lessor; (2) losses shall be payable by the insurer notwithstanding any act or negligence of Lessee which might otherwise result in the forfeiture of said insurance; and (3) no act or omission of Lessee shall invalidate the interest of Lessor.
 - (C) Certificates of insurance for Lessee's insurance, together with copies of the endorsements naming Lessor as an additional insured shall be delivered to Lessor prior to Lessee's occupancy of the Premises and from time to time upon reasonable request of Lessor.
 - (D) If Lessee fails to maintain insurance, Lessor may, at its election, procure the same, adding the premium cost thereof to the amount of the next payment of the Base Rent to be made by Lessee hereunder, and payment by Lessor of any such premium shall not be deemed to waive or release the default of Lessee in the payment thereof.
 - (E) Insurance coverage herein provided shall be for the benefit of both Lessor and Lessee, as their respective interests may appear, and any mortgagees designated by Lessor; and Lessor shall be an additional named insured under all such policies of insurance.
- e) Personal Property. Lessee shall be solely responsible for risk of loss with respect to all personal property, signs and leasehold improvements of Lessee which may be on or about the Property.
- f) Lessee's Maintenance. During the term of this Lease, Lessee, at Lessee's expense, shall maintain and keep said leased Premises, including the improvements and fixtures, in at least as good repair and condition as when delivered to the Lessee, ordinary wear and tear excepted. All plumbing, electrical, air conditioning and heating systems and mechanical systems contained in the leased Premises shall be included in Lessee's duty and obligation to maintain and repair.
- g) Security. Lessee shall securely lock all doors and accesses and secure all utilities on the Property before leaving the Premises unattended and reimburse

Lessor for any damage resulting from the failure of Lessee to secure the Property as herein provided.

6. Improvements and Alterations. Lessee shall not make any improvements or alterations to the Premises without the prior written consent of Lessor. Lessee agrees that all improvements and alterations to the Premises shall be at the Lessee's expense and Lessee agrees to pay for the same when due and shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted thereon and Lessee shall hold Lessor harmless from the attachment of any lien in regards to the same. Lessee agrees that such improvements or alterations shall become part of the Premises and shall not be removed by Lessee at the expiration of this Lease.

7. Rights Reserved to Lessor. Lessor shall have the right at any reasonable time or times, to enter and inspect the Premises and to make at its own expense any necessary repairs, alterations, additions and improvements, structural or otherwise, provided that such work shall not be carried on in such manner as to deny Lessee the reasonable use of the Premises; and such improvements, alterations or additions shall not materially change the general appearance, location or area of the Premises.

8. Casualty Loss. If the Premises is destroyed or damaged by fire or other casualty so as to render the Premises unsuitable for occupancy in the reasonable discretion of Lessor, and Lessor shall elect not to reconstruct or repair the Premises, Lessee may terminate this Agreement by giving written notice to the Lessor of such termination within 60 days after such destruction or damage, which termination shall be effective as of the date of such destruction or damage. If Lessor shall elect to reconstruct or repair the Premises, Lessor shall perform such reconstruction or repair at the expense of Lessor, with reasonable promptness, and in the event that Lessor fails to complete such reconstruction or repair within 120 days after such destruction or damage, Lessee may terminate this Agreement by giving written notice to Lessor of such termination within 10 days after the date of the expiration of the 120 day period, which termination shall be effective as of the date of the expiration of the 120 day period. In the event of the termination of this Agreement at any time subsequent to the date to such destruction or damage, and provided that Lessor has loss of rents insurance coverage, the rent shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination, and if there is no such insurance, then rent shall not abate.

9. Condemnation. If all or a substantial portion of the Premises shall be taken or condemned for any public use or purpose, so as to render the Premises unsuitable for occupancy, this Agreement shall terminate on the date when possession shall be required for such use or purpose, and the rent shall be prorated to the date of such termination, without apportionment of the award for such taking or condemnation, which shall belong exclusively to Lessor.

10. Assignment. Lessee shall not assign this Agreement, nor allow any transfer of or lien upon Lessee's interest in this Agreement by operation of law, nor sublet any portion of the Premises, nor permit the use of any portion of the Premises by anyone other than Lessee and the employees, agents and business invitees of Lessee, without obtaining the prior written consent of Lessor.

11. Waiver of Subrogation. Lessee waives and releases any claim against Lessor for injuries or damage to persons or property sustained by Lessee or any other person, arising from any existing or future condition, from the operation or malfunction of any machinery, equipment or fixtures, or from any accident or other occurrence on or about the Premises, or arising from any act or omission of Lessor or any other tenant of the Premises, which damage is of a type covered by a standard policy of fire and all risk coverage insurance. All rights of subrogation of Lessor's and Lessee's respective fire and extended coverage carriers shall be subject to this Agreement.

12. Indemnification and Hold Harmless. Lessee shall indemnify Lessor and hold Lessor harmless from any liability of any nature whatsoever arising out of any accident or occurrence upon or directly related to Lessee's use or occupancy of the Premises.

13. Estoppel Certificate. Lessee shall, from time to time, within ten (10) days after request of Lessor, execute and deliver to Lessor a written statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating that date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Lessor or Lessee except as specified in Lessee's statement; and (e) such other matters as may be requested by Lessor. Lessor and Lessee intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, or purchaser, and Lessee shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Lessee irrevocably agrees that if Lessee fails to execute and deliver such certificate within such ten (10) day period Lessor or Lessor's beneficiary or agent may execute and deliver such certificate on Lessee's behalf, and that such certificate shall be fully binding on Lessee.

14. Default. Each of the following acts and omissions shall constitute a default by Lessee and a breach of this Agreement:

- a) The failure of Lessee to pay the Rent, additional rent or any other monetary obligation of Lessee hereunder for a period of 15 days after such amounts shall have become due.
- b) The failure of Lessee to comply with any other provision of this Agreement for a period of 30 days after receipt of written notice of such failure.
- c) Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Lessee or any other similar action or proceeding whether instituted by or against Lessee.
- d) Vacation or abandonment of the Premises for a period longer than thirty (30) days.

15. Remedies. Upon a default by Lessee, Lessor shall be entitled to all remedies at law or in equity arising from such default. Lessor may re-enter and recover possession of the Premises as if the Premises were forcibly detained, and Lessee waives any demand for possession of the Premises and any exemptions granted to Lessee by law. If Lessor elects to re-enter and recover possession of the Premises, Lessor may, at the election of Lessor, either terminate this Lease or relet the Premises on such terms and conditions as Lessor may determine. Upon reletting the Premises, rent received by Lessor shall be applied in the following order:

- a) To the costs of such reletting, including brokerage fees, and attorney's fees incurred by Lessor for such re-entry and recovery of possession of the Premises;
- b) To any sums due, other than rent, from Lessee to Lessor;
- c) To rent and additional rent due and unpaid;
- d) To future rent to become due hereunder.

If the rent received by Lessor shall be insufficient to satisfy the current obligations of Lessee to Lessor, the deficiency shall be computed and billed by Lessor to Lessee monthly and shall be paid by Lessee on or before the tenth day of the month following receipt of the billing. Notwithstanding any election by Lessor, Lessor may, at any time subsequent to the default of Lessee, terminate this Agreement by giving written notice of such termination to Lessee. If Lessee fails to pay, when due, any rents, taxes, assessments, utility charges or other charges on the Premises which might be the responsibility of Lessee hereunder, then Lessor at its sole option shall have the right to pay the same. If paid by Lessor, said amount shall be considered as additional rent due from Lessee to Lessor, and said sum shall be immediately due and payable.

16. Termination. Upon the termination of this Agreement, Lessee shall:

- a) Return all keys and deliver possession of the Premises to Lessor in as good condition as at the commencement of the term, ordinary wear and casualty damage excepted.
- b) Leave undisturbed on the Premises all improvements and non-trade fixtures, which shall be deemed to be the property of Lessor.
- c) Remove from the Premises all trade fixtures and other personal property of Lessee, and Lessee shall, at Lessee's expense, repair any damage to the Premises and/or the Property arising from the removal of such trade fixtures or personal property.

17. Notices. Any notices required to be given under this Lease shall be sent as follows:

Lessor: Southwest Building, Inc.
Attn: Perry Case
1101 West B Street
McCook, NE 69001

Lessee: Taste of Texas BBQ, Inc.
Attn: President

112 West 11th Street
McCook, NE 69001

18. Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereof, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

19. Construction. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

20. Parties Bound. This Lease shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

21. Entire Agreement. This Lease contains the entire agreement between the parties and all prior discussions, negotiations or representations concerning the terms and conditions of this Lease are specifically superseded by this Lease. No agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

22. Severability and Governing Law. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Nebraska shall govern the interpretation, validity, performance and enforcement of this Lease.

23. Quiet Enjoyment. Lessor covenants that if and so long as Lessee pays the rent and all other charges provided in this Lease and performs all of its obligations provided in this Lease, Lessee shall at all times during the term of this Lease peaceably have, hold and enjoy the Premises, without any interruption or disturbance from Lessor, or anyone claiming through or under Lessor, subject to the terms hereof.

24. Signage. Lessor and Lessee have agreed that Lessee may at its cost and expense construct and install a sign advertising the business. Lessor shall allow Lessee to install such sign at a location on Lessor's property agreed to by Lessor and Lessee at no additional costs to Lessee.

25. Security Deposit. Lessee shall pay to Lessor a security deposit in the amount of \$3,000.00 payable at the time of the execution of this Lease, as security for the full faith and performance by Lessee of all of the terms, covenants and conditions of this Lease by Lessee.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Lessor and Lessee have executed this Commercial Lease to be effective as of the day and year first above written.

LESSOR:

Southwest Building, Inc., a Nebraska corporation

By: Perry A. Case
Perry A. Case, President

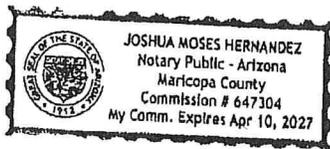
LESSEE:

Taste of Texas BBQ, Inc., a Nebraska corporation

By: James D. Arp
James D. Arp, President

STATE OF AZ)
COUNTY OF MARICOPA) ss.

The foregoing Commercial Lease was acknowledged before me this 30 day of October, 2023 by Perry A. Case, President of Southwest Building, Inc., a Nebraska corporation, on behalf of the corporation.



Joshua Hernandez
Notary Public

STATE OF ~~NEBRASKA~~ TEXAS)
COUNTY OF BRAZORIA) ss.

The foregoing Commercial Lease was acknowledged before me this 27 day of November, 2023 by James D. Arp, President of Taste of Texas BBQ, Inc., a Nebraska corporation, on behalf of the corporation.



Misty Massey
Notary Public

STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement dated as of the 22nd day of December, 2023, (the "Agreement"), is made among JAMES ARP, an individual resident of the State of Nebraska, GREGORY ARP, an individual resident of the State of Nebraska, BERL WILLIAMS, an individual resident of the State of Nebraska (James, Gregory, and Berl are collectively referred to herein as the "Transferor"), and BRIAN B. WILLIAMS, an individual resident of the State of Nebraska (herein the "Transferee").

WHEREAS, Transferor owns all of the issued and outstanding shares of Taste of Texas BBQ, Inc., a Nebraska corporation (the "Company") (i.e., James owns thirty-four percent (34%) of the Company's stock, Gregory owns forty-six (46%) of the Company's stock, and Berl owns twenty percent (20%) of the Company's stock);

WHEREAS, subject to the terms and conditions set forth herein, Transferor wishes to transfer to Transferee all of the issued and outstanding shares of the Company;

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants contained herein, the parties hereby agree as follows:

1. **Transfer of Company Shares.** For and in consideration of One Dollar (\$1.00) Transferor agrees herein to transfer and assign to Transferee all of the issued and outstanding shares of the Company (the "Company Shares"). In furtherance of the foregoing, the applicable parties hereby agree to execute and deliver the Assignments in substantially the form attached as Exhibit "A" hereto on the Closing Date.

2. **Delivery.** On the Closing Date, Transferor agrees to transfer and assign to Transferee the Company Shares free and clear of all options, claims, liens, pledges, charges, security interests and other encumbrances of any kind.

3. **Closing Date.** The Closing Date of this transaction shall be on December 31, 2023 at a place that is mutually agreed upon by the parties.

4. **Representations and Warranties.** Each of the parties hereto represents and warrants as to themselves, and not jointly and severally, as follows:

4.1 **Organization.** If any entity, each such party is duly organized, validly existing, and in good standing under the laws of its respective state of formation and is authorized to conduct business in the State of Nebraska.

4.2 **Ownership.** Transferor owns beneficially and of record all of the Company Shares free and clear of all options, claims, liens, pledges, charges, security interests and other encumbrances whatsoever. To the best of such party's knowledge, Transferor has full right, power and authority to transfer their respective Company Shares free and clear of any such options, claims, liens, pledges, charges, security interests or encumbrances.

4.3 Authorization. Each such party has all necessary power and authority to enter into and perform this Agreement and the other documents and instruments to be delivered pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by each such party and constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.

4.4 Noncontravention. The execution of this Agreement and the consummation of the transaction contemplated hereby will not violate any law or regulation. To each such party's knowledge, there are no actions, proceedings or lawsuits pending or threatened which would affect in any way the Company Shares or any action taken or to be taken pursuant to this Agreement. Such party is not in default with respect to any judgment, order, writ, injunction, decree or assessment of any court, or federal, state, municipal or governmental agency.

4.5 Adequate Information. Each such party is knowledgeable and aware of the Company's business, affairs and financial condition. Each such party has acquired sufficient information about the Company to reach an informed and knowledgeable decision to consummate the transaction contemplated hereby.

5. Further Assurances. Transferor agrees to assist Transferee in every legal way to evidence, record, and perfect any document contemplated by this Agreement and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights.

6. Officers and Directors.

6.1 Transferor Resignation. Upon the execution of this Agreement and upon the Closing Date, Transferor resigns as a member of the board of directors of the Company, and resigns from any other positions as an officer of the Company that the Transferor may hold.

6.2 Appointments. Upon the execution of this Agreement and upon the Closing Date, Transferee, as the sole shareholder of the Company, shall enter into the shareholder's consent in the form attached hereto as Exhibit "B". Transferee, as sole director set forth herein shall enter the director's consent in the form attached hereto as Exhibit "C". As such, the Company shall update its minute books and its filings with the Nebraska Secretary of State, showing the following officers and directors of the Company:

<u>Corporate Position</u>	<u>Name</u>	<u>Address</u>
President	Brian B. Williams	503 Taylor St Culbertson, NE 69024

Secretary/Treasurer	Brian B. Williams	503 Taylor St Culbertson, NE 69024
Director	Brian B. Williams	503 Taylor St Culbertson, NE 69024

7. Miscellaneous.

7.1 Further Assurances. The parties hereto shall deliver or cause to be delivered to the other parties at such times and places as shall be reasonably agreed, such additional instruments as the other may reasonably request for the purpose of consummating the transactions contemplated by this Agreement.

7.2 Entire Agreement. This Agreement contains the entire understanding of the parties related to the subject matter of this Agreement, and it shall not be amended or modified in any way except by subsequent agreement executed in writing.

7.3 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

7.4 Survival. The covenants, agreements, representations, and warranties of the parties contained in this Agreement or in any schedule, exhibit, certificate, or other writing delivered pursuant to or in connection with this Agreement shall survive Closing.

7.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of, the respective personal representatives, successors, and permitted assigns of the parties.

7.6 Waiver; Remedies. No failure or delay in exercising any right or remedy pursuant to this Agreement shall constitute a waiver of any other right or remedy pursuant hereto. Resort to one form of remedy shall not constitute a waiver of other alternative remedies.

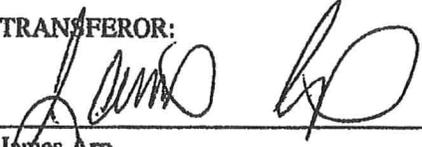
7.7 Headings. The captions and paragraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.

7.8 No Third-Party Rights. This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person or entity shall be entitled to enforce, make any claims under, or have any right pursuant to, the provisions of this Agreement.

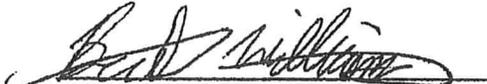
6.9 Counterparts. This Agreement may be executed in separate counterparts, and when executed, separately or together, all of such counterparts will constitute a single original instrument, effective in the same manner as if all parties to this Agreement had executed one and the same instrument. A facsimile signature page or electronic signature page in .pdf format will be deemed an original.

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

TRANSFEROR:


James Arp


Gregory Arp


Berl Williams

TRANSFeree:

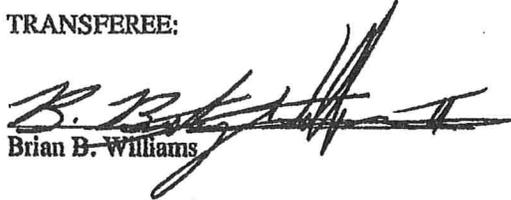

Brian B. Williams

Exhibit "A"

[Assignments]

ASSIGNMENT AND TRANSFER

THIS Assignment and Transfer is made effective this 31st day of December, 2023 by and between JAMES ARP, an individual resident of the State of Nebraska ("Assignor"), and BRIAN B. WILLIAMS, an individual resident of the State of Nebraska ("Assignee").

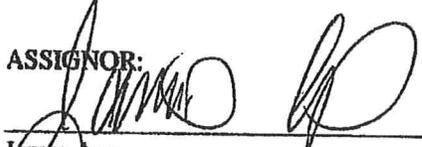
IN CONSIDERATION of One & 00/100 Dollars (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns and transfers to Assignee _____ shares, representing thirty-four percent (34%) of the issued and outstanding shares of stock in and to TASTE OF TEXAS BBQ, INC., a Nebraska corporation, with full power to transfer the same on the books of the corporation.

Assignor covenants that such shares of stock now stand in Assignor's name on the books of said TASTE OF TEXAS BBQ, INC.

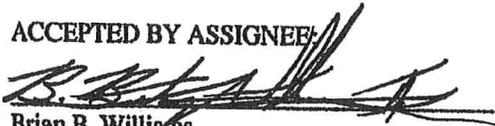
Assignee accepts the above assignment as of the above-stated date of this Assignment and agrees to transfer the ownership of said stock on the books and records of said TASTE OF TEXAS BBQ, INC.

This Assignment shall be governed by, construed under and enforced in accordance with the laws of the State of Nebraska.

ASSIGNOR:


James Arp
42213 Hwy 6&34
Arapahoe, NE 68922

ACCEPTED BY ASSIGNEE:


Brian B. Williams
503 Taylor St
P.O. Box 632
Culbertson, NE 69024

ASSIGNMENT AND TRANSFER

THIS Assignment and Transfer is made effective this 31st day of December, 2023 by and between GREGORY ARP, an individual resident of the State of Nebraska ("Assignor"), and BRIAN B. WILLIAMS, an individual resident of the State of Nebraska ("Assignee").

IN CONSIDERATION of One & 00/100 Dollars (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns and transfers to Assignee _____ shares, representing forty-six percent (46%) of the issued and outstanding shares of stock in and to TASTE OF TEXAS BBQ, INC., a Nebraska corporation, with full power to transfer the same on the books of the corporation.

Assignor covenants that such shares of stock now stand in Assignor's name on the books of said TASTE OF TEXAS BBQ, INC.

Assignee accepts the above assignment as of the above-stated date of this Assignment and agrees to transfer the ownership of said stock on the books and records of said TASTE OF TEXAS BBQ, INC.

This Assignment shall be governed by, construed under and enforced in accordance with the laws of the State of Nebraska.

ASSIGNOR:



Gregory Arp
71849 Maureen Drive
McCook, NE 69001

ACCEPTED BY ASSIGNEE:



Brian B. Williams
503 Taylor St
P.O. Box 632
Culbertson, NE 69024

ASSIGNMENT AND TRANSFER

THIS Assignment and Transfer is made effective this 31st day of December, 2023 by and between BERL WILLIAMS, an individual resident of the State of Nebraska ("Assignor"), and BRIAN B. WILLIAMS, an individual resident of the State of Nebraska ("Assignee").

IN CONSIDERATION of One & 00/100 Dollars (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns and transfers to Assignee _____ shares, representing twenty percent (20%) of the issued and outstanding shares of stock in and to TASTE OF TEXAS BBQ, INC., a Nebraska corporation, with full power to transfer the same on the books of the corporation.

Assignor covenants that such shares of stock now stand in Assignor's name on the books of said TASTE OF TEXAS BBQ, INC.

Assignee accepts the above assignment as of the above-stated date of this Assignment and agrees to transfer the ownership of said stock on the books and records of said TASTE OF TEXAS BBQ, INC.

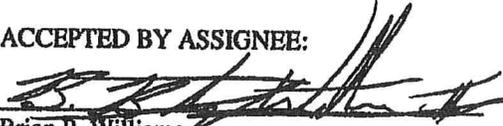
This Assignment shall be governed by, construed under and enforced in accordance with the laws of the State of Nebraska.

ASSIGNOR:



Berl Williams
503 Taylor S
Culbertson, NE 69024

ACCEPTED BY ASSIGNEE:



Brian B. Williams
503 Taylor St
P.O. Box 632
Culbertson, NE 69024

Exhibit "B"
[Shareholder's Consent Form]

TASTE OF TEXAS BBQ, INC.

Action By Unanimous Written Consent of Shareholders
In Lieu of Special Meeting of Shareholders

The undersigned, being the sole shareholder of Taste of Texas BBQ, Inc., a Nebraska corporation ("the Company"), hereby takes the following actions and adopts the following resolution by written consent effective as of December 31, 2023:

Nomination of Officers

Resolved: That the following shall be the sole director of the Company, which shall be reflected in the filings of the Company with the Nebraska Secretary of State:

<u>Corporate Position</u>	<u>Name</u>	<u>Address</u>
Director	Brian B. Williams	503 Taylor St P.O. Box 632 Culbertson, NE 69024

General Authorization

Resolved: That Brian B. Williams, as the sole Director of the Company, is authorized from time to time in the name and on behalf of the Company, if desired, to execute, acknowledge, deliver and file any agreements, instruments, certificates and documents referred to in the preceding resolutions, with such changes as the officer or officers so acting may deem necessary or desirable, and take or cause to be taken all other actions in connection with the transactions which are referred to in, or contemplated by, the preceding resolutions, as may be shown by the officer's execution or performance to be in the officer's judgment necessary or desirable, the taking of such action by an officer of the Company to be conclusive evidence that the same is authorized by the Board of Directors of the Company.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the shareholders of the Company duly called and constituted, shall be filed with the minutes of the meetings of the shareholders and shall be considered for all purposes as action taken at a meeting.

This consent may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first above written.

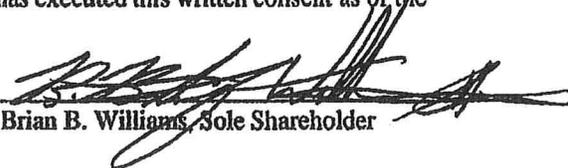

Brian B. Williams, Sole Shareholder

Exhibit "C"
[Directors' Consent]

TASTE OF TEXAS BBQ, INC.

Action By Unanimous Written Consent of Shareholders
In Lieu of Special Meeting of Shareholders

The undersigned, being the sole shareholder of Taste of Texas BBQ, Inc., a Nebraska corporation ("the Company"), hereby takes the following actions and adopts the following resolution by written consent effective as of December 31, 2023:

Nomination of Officers

Resolved: That the following shall be the officers of the Company, which shall be reflected in the filings of the Company with the Nebraska Secretary of State:

<u>Corporate Position</u>	<u>Name</u>	<u>Address</u>
President	Brian B. Williams	503 Taylor St Culbertson, NE 69024
Secretary/Treasurer	Brian B. Williams	503 Taylor St Culbertson, NE 69024

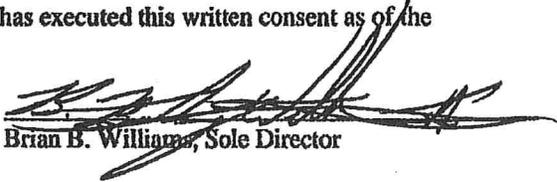
General Authorization

Resolved: That Brian B. Williams, as President of the Company, is authorized from time to time in the name and on behalf of the Company, to execute, acknowledge, deliver, and file any agreements, instruments, certificates and documents referred to in the preceding resolutions, with such changes as the officer or officers so acting may deem necessary or desirable, and take or cause to be taken all other actions in connection with the transactions which are referred to in, or contemplated by, the preceding resolutions, as may be shown by the officer's execution or performance to be in the officer's judgment necessary or desirable, the taking of such action by an officer of the Company to be conclusive evidence that the same is authorized by the Board of Directors of the Company.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board of Directors of the Company duly called and constituted, shall be filed with the minutes of the meetings of the Board of Directors and shall be considered for all purposes as action taken at a meeting. This consent may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first above written.



Brian B. Williams, Sole Director

11/21/2023

Red Willow County Assessor



Property Classification			
Status:	Improved	Location:	Urban
Property Class:	Commercial	City Size:	5,001-12,000
Zoning:		Lot Size:	20,001 sq. ft. - .99 ac.

Land Information			
Lot Width (ft)	Lot Depth (ft)	Description	Lot Size
100.00	290.00	29000 S.F.	29000.00 sq ft

Commerical Datasheet - Building			
Occupancy	Size	Year Built	Perimeter
100% Restaurant	2,725	1980	218
100% Storage Warehouse	705	1980	77
100% Dining Atrium	243	1980	45

Dwelling Data		
Description	Units	Value
Slab w/Roof	140	\$2,054

Outbuilding Data			
Description	Units	Year Built	Cost
Yard Shed, Wood	192	2021	\$3,567
Paving, Asphalt 3-4 Inch.	7,788	1980	\$2,368
Paving, Asphalt 3-4 Inch.	1,714	1980	\$282
Paving, Asphalt 3-4 Inch.	6,968	1980	\$1,146

Photo/Sketch	

1/2/2024

11:31:44 AM

hannah.yates

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY r (R, S, M, D)

RECEIVED FROM:

REFERENCE: taste of texas bbq - 1262283
ck 40866

	CHECK	CASH	CURRENCY
	\$\$\$\$\$ ¢¢	\$\$\$\$\$ ¢¢	\$\$\$\$\$ ¢¢
REMITTANCE AMOUNT:	000400 00		

ACCT

DEPOSIT (+/-)

=====
63.476100
67.472201

=====
395
5

DEPRESS: ENTER - PROCESS

PA1 - RETURN TO MENU

Frederick, Kim

From: Cody Siegfried <csiegfried@mccooknet.com>
Sent: Friday, February 9, 2024 5:32 PM
To: Frederick, Kim
Cc: 'Prairie Knights NE'
Subject: RE: Fairfield Taste of Texas BBQ | 126223
Attachments: Goodwin Siegfried_20240209_174911.pdf

Kim,

That is not correct that James Arp is the Lessee. James Arp is not a party to the lease. A copy of the lease is attached. The parties to the lease are two corporations: Southwest Building, Inc. as Lessor and Taste of Texas BBQ, Inc. as Lessee. The lease is effective December 1, 2023. James Arp signed as the president of the corporation Taste of Texas, Inc. on November 27, 2023 (with an effective date of the lease, as stated, as December 1, 2023).

The Stock Transfer Agreement, which you have, is dated December 22, 2023, setting the closing date (the effective date) as December 31, 2023. The Assignment and Transfer documents showing the transfer of 100% of the issued and outstanding shares of Taste of Texas BBQ, Inc. to Brian B. Williams is effective December 31, 2023.

The records of the Nebraska Secretary of State reflect that Brian B Williams is the sole officer and director of the corporation.

It is not correct that James Arp is the Lessee. Taste of Texas BBQ, Inc. is the Lessee.

Please let me know if you need anything else.

Best,
Cody

Cody E. Siegfried
Goodwin Siegfried, LLC
116 West C Street | P.O. Box 607
McCook, NE 69001
Ph (308) 345-2580
Fax (308) 345-2581
www.swnebraskalaw.com

From: Frederick, Kim [mailto:Kim.Frederick@nebraska.gov]
Sent: Friday, February 09, 2024 2:18 PM
To: Cody Siegfried <csiegfried@mccooknet.com>
Cc: 'Prairie Knights NE' <prairieknights2018@gmail.com>
Subject: RE: Fairfield Taste of Texas BBQ | 126223

Cody,

The lease that was submitted with he application has James Arp signature as the lessee. I will need an updated lease.

Kim Frederick

Frederick, Kim

From: Cody Siegfried <csiegfried@mccooknet.com>
Sent: Friday, January 26, 2024 1:36 PM
To: Frederick, Kim
Cc: 'Prairie Knights NE'
Subject: RE: Fairfield Taste of Texas BBQ I 126223

You don't often get email from csiegfried@mccooknet.com. [Learn why this is important](#)

Kim,

I will check on that page. I think that was mailed in, but we'll check.

The Stock Transfer Agreement shows that Brian B. Williams owns all of the shares of Taste of Texas BBQ, Inc. Taste of Texas BBQ, Inc. is the relevant business. It is a corporation, and a corporation is owned through the shares of stock. Brian B. Williams owns all of the stock, therefore he owns all of Taste of Texas BBQ, Inc.

An asset purchase agreement has no applicability here. Brian is copies on this email and perhaps he can fill that asset purchase agreement out in spite of it not being applicable.

I'll check with Brian.

Best,
Cody

Cody E. Siegfried
Goodwin Siegfried, LLC
116 West C Street | P.O. Box 607
McCook, NE 69001
Ph (308) 345-2580
Fax (308) 345-2581
www.swnebraskalaw.com

From: Frederick, Kim [mailto:Kim.Frederick@nebraska.gov]
Sent: Friday, January 26, 2024 12:10 PM
To: Cody Siegfried <csiegfried@mccooknet.com>
Cc: 'Prairie Knights NE' <prairieknights2018@gmail.com>
Subject: RE: Fairfield Taste of Texas BBQ I 126223

I am still missing page 3 of form103. It was blank when submitted. Also, since you did not provide the agreement that I suggested I am not sure that my supervisor will approve the TOP. It is a requirement to have a business transfer and not just a transfer of shares.

Kim Frederick

Licensing Division Specialist
Nebraska Liquor Control Commission
(402) 471-4885

RESTRICTED: This information not to be released to other than authorized personnel.

LIQUOR APPLICATION REPORT

POLICE DEPARTMENT REPORT

DATE REQUESTED: April 9, 2024

DUE DATE: April 26, 2024

APPLICANT: Taste of Texas BBG, Inc.

DBA: Taste of Texas BBQ

APPLICANT'S ADDRESS:

PHONE NUMBER (HOME):

(BUSINESS):

PROPOSED LICENSE ADDRESS: 112 W 11th Street, McCook

TYPE OF LICENSE: Class "T" - License #126223

(Beer, Wine & Distilled Spirits, On Sale Only)

TYPE OF INVESTIGATION:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Purchase of Business | <input type="checkbox"/> New and Additional License |
| <input type="checkbox"/> Upgrade of Existing License | <input type="checkbox"/> Transfer of Location |
| <input type="checkbox"/> Expansion of Present Business | <input type="checkbox"/> Manager |
| <input type="checkbox"/> Renewal - Long Form | |

TYPE OF BUSINESS:

- | | |
|--|---|
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Restaurant/Food Service |
| <input type="checkbox"/> Liquor/On-Off Sale | <input checked="" type="checkbox"/> Liquor/On-Sale Only |
| <input type="checkbox"/> Liquor/Off-Sale Only | <input type="checkbox"/> Entertainment/Bottle Club |
| <input type="checkbox"/> Other - Convenience Store | |

TYPE OF OWNERSHIP: (x) Corporation () Partnership () Individual
() Limited Liability Company (LLC)

Investigation Completed by: Officer Jacob Metcalf

Date: 4/17/2024

EXHIBIT #5

PAGE(S) - 6

PREMISE:

1. Type of Neighborhood: Commercial; () Industrial; () Residential.
2. Condition:
 - a) Traffic: Established Business } No adverse effects for traffic
 - b) Parking: Off street parking provided
3. Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Highway):
Local
4. Street Width and Profile: 39' wide, paved
5. Speed Limit: 25 mph
6. Average Daily Traffic Count: 13,185 average daily count at West 11th & B Street
7. Accident Report at Adjacent Intersections: McCook Police Records show 1 accident within the last year in the 100 Block of West 11th.
8. Analysis of Traffic Effects: No negative effects
9. Ready for Operation: Yes () No
If no, estimated date: _____
10. Type of Food Service: () Microwave () Grill Kitchen
11. Number of Employees: Full-time 5 Part-time 12
12. Does premise comply with legal distance from churches, schools, etc.?
 Yes () No IF no, specify _____
13. The business has been inspected within the last three (3) months by the City's Building Inspector.
() Yes No (IF yes, attach report)
14. The business has been inspected within the last three (3) months by the City's Fire Department.
() Yes No (IF yes, attach report)

15. Estimated Seating Capacity: 100
16. Estimated Number of Customers per Day: 160
17. Hours of Operation: Tuesday - Thursday - 11am - 9pm ; Friday - Saturday 11am - 10pm

FINANCING:

18. Purchase Price: _____
19. Property/Equipment Value: _____
20. Previous Year's Gross Receipts: _____
21. Amount Financed: _____ Source: _____
Collateral: _____ Co-Signers: _____
22. Lease Agreement: _____
23. Estimated Annual Payroll: _____
24. Estimated Gross Income: _____ % Food: _____ % Liquor: _____

MISCELLANEOUS:

25. Number of licenses and types within competitive distance: N-stent Convenience - Class DK license ; Outlaws 1882 Saloon - Class 1B license
26. Is another person responsible for daily operation? () Yes (X) No
IF yes, who? _____
(Complete investigation of manager form.)

PERSONAL HISTORY:

27. Applicant's Name: Brian Bishop Williams II
28. Date of Birth: 02/06/1985 29. Sex: Male
30. Home Address: 503 Taylor St. Culbertson, NE 69024
31. Citizen of the United States? Yes () No
If Naturalized, Certificate No. _____
Place: _____
32. Proper residency has been established? Yes () No
IF no, explain _____
33. Criminal History - Has applicant been arrested and/or pled guilty to any misdemeanor?
_____ felony? If felony, attach detailed description.
34. Has applicant been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska
or other State in which previously licensed?
() Yes No (IF yes, attach detailed description.)
35. Has applicant had a beneficial interest in another liquor license? () Yes No
(IF yes, Name, City, Address, Type of License) _____
36. Record checks made (civil history). () Yes No. (Attach records.)
37. Investigation made of character/reputation of applicant, report details of investigation:
Not applicable
38. Number of hours that will be spent by applicant at licensed premises each week?
70-80 Hours
39. Number of hours that will be spent by applicant working in occupation other than licensed premises
each week? 28-35 Hours week
40. Applicant will oversee in person the management of the licensed premises?
() Yes No
41. Another person will be responsible for the management of the licensed premises?
() Yes No (IF yes, attach investigative report for manager.)

PERSONAL HISTORY - SPOUSE:

42. Spouse's Name: _____
43. Date of Birth: _____ 44. Sex: _____
45. Home Address: _____

46. Citizen of the United States? () Yes () No
If Naturalized, Certificate No. _____
Place: _____
47. Proper residency has been established? () Yes () No
IF no, explain _____

48. Criminal History - Has spouse been arrested and/or pled guilty to any _____ misdemeanor?
_____ felony? If felony, attach detailed description.
49. Has spouse been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska
or other State in which previously licensed?
() Yes () No (IF yes, attach detailed description.)
50. Has spouse had a beneficial interest in another liquor license? () Yes () No
(IF yes, Name, City, Address, Type of License) _____

51. Record checks made (civil history). () Yes () No. (Attach records.)
52. Investigation made of character/reputation of applicant, report details of investigation:

53. Number of hours that will be spent by spouse at licensed premises each week?

54. Number of hours that will be spent by spouse working in occupation other than licensed premises each
week? _____
55. Spouse will oversee in person the management of the licensed premises?
() Yes () No
56. Another person will be responsible for the management of the licensed premises?
() Yes () No (IF yes, attach investigative report for manager.)

PERSONAL HISTORY - MANAGER:

56. Manager's Name: _____

57. Date of Birth: _____ 58. _____

59. Home: _____

60. Citizen of the United States? () Yes () No

If Naturalized, Certificate No. _____

Place: _____

61. Proper residency has been established? () Yes () No

If no, explain _____

62. Criminal History - Has manager been arrested and/or pled guilty to any
_____ misdemeanor? _____ felony? If felony, attach detailed description.

63. Has manager been cited for and/or been found in violation of the Liquor Laws of the State of Nebraska
or other State in which previously licensed?

() Yes () No (If yes, attach detailed description.)

64. Has manager had a beneficial interest in another liquor license? () Yes () No

(If yes, Name, City, Address, Type of License) _____

65. Record checks made (civil history). () Yes () No. (Attach records.)

66. Investigation made of character/reputation of manager, report details of investigation:

67. Number of hours that will be spent by manager at licensed premises each week?

68. Number of hours that will be spent by manager working in occupation other than licensed premises
each week? _____

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

KF

Date Mailed from Commission Office: 4-5-2024

I, _____ Clerk of _____

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

TASTE OF TEXAS BBQ INC dba TASTE OF TEXAS BBQ
112 W/11TH ST, MCCOOK / RED WILLOW County, 69001

Application for Class I 126223
45 days - 5-20-2024

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

Clerk's name DATE _____

EXHIBIT #6

PAGE(S) - 1

**CITY MANAGER'S REPORT
MAY 6, 2024 CITY COUNCIL MEETING**

ITEM: **4.C.** Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review committee regarding meeting held April 22, 2024.

ITEM: **4.D.** Accept the minutes of the January 22, 2024 Economic Development Plan Citizen's Advisory Review Committee meeting.

BACKGROUND:

Quarter Economic Development Plan Citizen's Advisory Review Committee meetings were held on January 22, 2024 and April 22, 2024. Per the City's Plan, a public hearing will be held to discuss the contents of the meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 1, 2024

EXHIBIT #1

PAGE(S) - 1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mayor and City Council of McCook, Nebraska will hold a public hearing on May 6, 2024 at 5:30 p.m. in the City Council Chambers of the McCook Municipal Center concerning the findings and suggestions of the LB840 Citizens Advisory Committee regarding the functions and progress of the economic development program for the City of McCook. Individuals requiring physical or sensory accommodations including interpreter services, braille, large print, or recorded materials, please contact the City Clerk at 308-345-2022.

-s- Lea Ann Doak,
City Clerk-Treasurer

Publish: April 25, 2024

EXHIBIT #2

PAGE(S) - 1

AGENDA

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE**

QUARTERLY MEETING

MONDAY, APRIL 22, 2024

12:00 P.M.

HERITAGE SENIOR CENTER CONFERENCE ROOM

CALL TO ORDER

*A Copy of the Open Meetings Act is posted and available for public review in the meeting room at the Heritage Senior Center.

- ITEM NO. 1** Review and approve minutes of the January 22, 2024 meeting.
- ITEM NO. 2** Review McCook LB840 Economic Development Program Quarterly Reports.
- ITEM NO. 3** Update of LB840 Program Balances.
- ITEM NO. 4** MEDC Director's Report
- ITEM NO. 5** Open Discussion
- ITEM NO. 6** Next meeting date: July 22, 2024
- ITEM NO. 7** Adjournment

EXHIBIT #3

PAGE(S) - 10

McCook Growth Fund (LB840) PROGRAM BALANCES (MEDC format)

Program Year 10/01/23 - 9/30/24

Q2 - 3/31/2024

	Beginning	YTD	YTD	Ending	Program
	Cash on Hand	Receipts	Expenditures	Balance	Total
Loan & Grant Program	\$ 949,660.92	\$ 171,415.83		\$ 1,086,427.05	
Loan Repayments		\$ 70,472.28	\$ 117,510.00		
Legal					
Publishing			\$ 41.73		
Miscellaneous				\$ -	
Interest		\$ 12,429.75			
TOTAL				<hr/>	\$ 1,086,427.05
 Ending Balance					 <u>\$ 1,086,427.05</u>
 MEDC Administration	\$ -	\$ 74,238.00	\$ 74,238.00	\$ -	

McCook Growth Fund (LB840) AVAILABLE FUNDS

Program Year 10/01/23 - 9/30/2024

Q2 - Balances as 3/31/2024

	<u>Program Balance</u>	<u>Reserved Funds</u>	<u>Available</u>
Loan, Grants and Projects	\$ 1,086,427.05		
McCook Business Park - Ph. II Studies/Rpts		\$23,525.00	
NIFA Outreach Partnership Application		\$300.00	
REWARD		\$2,500.00	
Retail Coach		\$32,500.00	
North Pointe LOC Interest (estimate)		\$55,000.00	
Business Park LOC Interest (estimate)		\$70,000.00	
Early Childhood Education			
New Provider Scholarship/Startup Funds/Infant Incentives		\$44,848.00	
Total Reserved and Committed		<u>\$228,673.00</u>	
Total Funds Available			<u><u>\$ 857,754.05</u></u>

LB840 PROGRAM BALANCES

3/31/2024

Unaudited

	(C) BEGINNING CASH ON HAND 10/1/2023	(D) FY 23/24 ANTICIPATED RECEIPTS	(E) FY 23/24 YTD RECEIPTS	(F) FY 23/24 YTD EXPENDITURES	(G) ENDING PROGRAM BALANCES (C + E - F = G)
Motor Vehicle Sales Tax ** (**Not available to MEDC)	\$ 363,817.27	\$ 43,055.00	\$ 30,977.69	\$ -	\$ 399,348.71
Interest			\$ 4,553.75		
Loan/Grant/Program	\$ 949,660.92	\$ 282,074.00	\$ 171,415.83		\$ 1,086,427.05
Loan Repayment		\$ 130,000.00	\$ 70,472.28	\$ 117,510.00	
Legal					
Publishing				\$ 41.73	
Miscellaneous					
Interest		\$ 10,000.00	\$ 12,429.75		
MEDC Administration	\$ -	\$ 148,476.00	\$ 74,238.00	\$ 74,238.00	\$ -

BALANCES

\$ 1,313,478.19 \$ 613,605.00 \$ 364,087.30 \$ 191,789.73 \$ 1,485,775.76

CITY OF MCCOOK
LB840
RECEIPT REGISTER
10/01/2023 - 03/31/2024

		Total Receipt	Receipt Breakdown	
			MV Sales Ta	Loan/Grant P MEDC Adm
10/20/2023	Nebr Dept of Rev	\$ 38,633.80	\$ 26,260.80	\$12,373.00
11/21/2023	Nebr Dept of Rev	\$ 44,421.38	\$ 32,048.38	\$12,373.00
12/21/2023	Nebr Dept of Rev	\$ 43,851.71	\$ 31,478.71	\$12,373.00
10/20/2023	MV - Nebr Dept of Rev	\$ 5,300.41	\$ 5,300.41	
11/21/2023	MV - Nebr Dept of Rev	\$ 5,333.47	\$ 5,333.47	
12/21/2023	MV - Nebr Dept of Rev	\$ 5,266.49	\$ 5,266.49	
10/31/2023	Interest	\$ 3,472.01	\$ 2,475.86	\$ 996.15
11/30/2023	Interest	\$ 2,755.85		\$ 2,755.85
12/31/2023	Interest	\$ 3,031.15		\$ 3,031.15
10/4/2023	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56
10/17/1983	Str Align - Loan Repay	\$ 482.80		\$ 482.80
10/17/2023	EMC - Loan Repay	\$ 538.40		\$ 538.40
10/17/2023	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10
10/17/2023	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61
11/2/2023	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56
11/2/2023	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61
11/20/2023	Str Align - Loan Repay	\$ 482.80		\$ 482.80
11/20/2023	EMC - Loan Repay	\$ 538.42		\$ 538.42
11/20/2023	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10
12/4/2023	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61
12/4/2023	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56
12/18/2023	Str Align - Loan Repay	\$ 482.80		\$ 482.80
12/18/2023	EMC - Loan Repay	\$ 538.42		\$ 538.42
12/18/2023	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10
12/20/2023	East Ward Village	\$ 8,180.00		\$ 8,180.00
12/29/2023	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61
1/19/2024	Nebr Dept of Rev	\$ 38,850.72	\$ 26,477.72	\$12,373.00
2/21/2024	Nebr Dept of Rev	\$ 44,943.55	\$ 32,570.55	\$12,373.00
3/21/2024	Nebr Dept of Rev	\$ 34,952.67	\$ 22,579.67	\$12,373.00
1/19/2024	MV - Nebr Dept of Rev	\$ 5,501.29	\$ 5,501.29	
2/21/2024	MV - Nebr Dept of Rev	\$ 4,537.49	\$ 4,537.49	
3/21/2024	MV - Nebr Dept of Rev	\$ 5,038.54	\$ 5,038.54	
1/31/2024	Interest	\$ 2,992.88	\$ 2,077.89	\$ 914.99
2/28/2024	Interest	\$ 2,386.37		\$ 2,386.37
3/31/2024	Interest	\$ 2,345.24		\$ 2,345.24
1/4/2024	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56
1/25/2024	EMC - Loan Repay	\$ 538.48		\$ 538.48
1/25/2024	Str Align - Loan Repay	\$ 482.80		\$ 482.80
1/25/2024	Str Align - Loan Repay	\$ 482.80		\$ 482.80
1/25/2024	American Ag Lab - Loan Repay	\$ 690.10		\$ 690.10
1/26/2024	Clary - Loan Repay	\$ 3,521.43		\$ 3,521.43
2/5/2024	Mullen/Bee Little Loan Repay	\$ 545.61		\$ 545.61
2/5/2024	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56
2/16/2024	Clary - Loan Repay	\$ 3,478.57		\$ 3,478.57
2/22/2024	Mullen/Bee Little Loan Repay	\$ 37,317.33		\$ 37,317.33
3/4/2024	Hot Tub Broker - Loan Repay	\$ 919.56		\$ 919.56
3/14/2024	Str Align - Loan Repay	\$ 482.80		\$ 482.80

Receipt Breakdown
MV Sales Ta: Loan/Grant P MEDC Adm

		Total Receipt				
3/14/2024	EMC - Loan Repay	\$ 538.42	\$	538.42		
3/14/2024	American Ag Lab - Loan Repay	\$ 690.10	\$	690.10		
3/14/2024	American Ag Lab - Loan Repay	\$ 690.10	\$	690.10		
		\$364,087.30	\$35,531.44	\$254,317.86	\$74,238.00	\$364,087.30

CITY OF MCCOOK
 LB840 FUND
 CHECK REGISTER
 10/01/2022 - 03/31/2024

PAYEE	DESCRIPTION	ACCT. NO.	DATE	CK NO.	AMOUNT
McCook Economic Development	Elevate	45 068 54465	10/11/23	1423	\$ 17,500.00
	Administration	45 068 54885			\$ 12,373.00
McCook Gazette	Publishing	45 068 54020	10/11/23	1424	\$ 18.00
McCook Economic Development	Administration	45 068 54885	11/15/23	1425	\$ 12,373.00
McCook Gazette	Publishing	45 068 54020	11/15/23	1426	\$ 13.03
McCook Economic Development	Administration	45 068 54885	12/13/23	1427	\$ 12,373.00
McCook Gazette	Publishing	45 068 54020	12/13/23	1428	\$ 10.70
McCook Economic Development	Administration	45 068 54885	01/17/24	1429	\$ 12,373.00
McCook Economic Development	Administration	45 068 54885	02/13/24	1430	\$ 12,373.00
MNB Bank	Hokyl, LLC	45 068 54465	02/13/24	1431	\$ 100,010.00
VOID				1432	
McCook Economic Development	Administration	45 068 54885	03/13/24	1433	\$ 12,373.00
	TOTAL				<u>\$ 191,789.73</u>
	TOTAL BY PROGRAM				
	Publishing	45 068 54020			\$ 41.73
	Legal	45 068 54030			\$ -
	LB840 Loan/Grant/Programs	45 068 54465			\$ 117,510.00
	LB840 Street Sales Tax Res	45 068 54835			\$ -
	LB840 MEDC Administration	45 068 54885			\$ 74,238.00
	TOTAL				<u>\$ 191,789.73</u>

McCook Growth Fund (LB840) Loan Status Report
03-31-2024

Current Loans	Loan Amount (a)	Late Payment Fees (b)	Interest Rate	Loan Term (Years)	Date Loan Made	Interest Earned (c)	Payments Made (d)	Loan Balance Remaining (a+b+c-d)	Loan Status
HOKYL, LLC (Purchased Bee Little)	\$ 100,000.00		4%	5	4/1/2024	\$ -	\$ -	\$ 100,000.00	New Loan
Hot Tub Brokers	\$ 100,000.00		2	10	12/13/2021	\$ 3,988.03	\$ 24,828.12	\$ 79,159.91	Current
J and A Mullen, LLC	\$ 56,500.00		3%	10	4/30/2020	\$ 5,369.78	\$ 61,869.78	\$ -	Paid in Full
Early Morning Cackle, LLC	\$ 55,700.00	\$ 240.00	3%	10	3/19/2020	\$ 5,479.45	\$ 25,107.61	\$ 36,311.84	Current
Straight Align, LLC	\$ 50,000.00		3%	10	10/1/2019	\$ 5,338.35	\$ 25,588.40	\$ 29,749.95	Current
American Agricultural Laboratory	\$ 75,000.00		2%	10	2/5/2017	\$ 7,141.25	\$ 59,348.68	\$ 22,792.57	Current
MEDC North Pointe Phase I TIF Bond	\$ 208,000.00		0%	22	4/2/2015	\$ 0.00	\$ 169,806.11	\$ 38,193.89	Current
Clary Village Equity (Non-Recourse Loan - to be paid from residual cash flow)	\$ 120,000.00		4%	15	3/16/2015	\$ 43,483.99	\$ 28,103.60	\$ 135,380.39	Current*
MEDC Clary Village TIF	\$ 178,622.92		0%	17	3/16/2015	\$ 0.00	\$ 98,010.65	\$ 80,612.27	Current
East Ward Village (Non-Recourse Loan - to be paid from residual cash flow)	\$ 105,000.00		2%	15	7/11/2012	\$ 16,129.71	\$ 90,106.58	\$ 31,023.13	Current
Totals	\$ 1,048,822.92	\$ 240.00				\$ 86,930.56	\$ 582,769.53	\$ 553,223.95	

*This is a Non-Recourse Developer Loan/Agreement. Payments to the loan are comprised of residual income (available Net Cash Flow) from the property, when available, per the Operating Agreement, for the agreed term. Upon the Maturity Date, the entire unpaid principal balance and accrued interest is due from the borrower. Additionally, since it is a non-recourse agreement, there is the possibility of a balance could remain after the Maturity Date, MEDC would require the borrower for final payment, or consider a grant option. Nevertheless, at the end of the agreed term, MEDC would fully acquire all land, property, and equity derived from the development project, which is typically substantially of greater value.

**McCook Growth Fund (LB840) Economic Development Program
Second Quarter Report
October 1, 2023-September 30, 2024**

Approved, but not yet completed or paid:

The Retail Coach Consulting Firm	2023/2024	\$32,500
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In 2023, the MEDC dedicated significant efforts to reassessing our local retail attraction strategies. While we initially explored promising leads, none materialized as expected. Seeking guidance, we contacted Economic Development organizations across the state and, based on recommendations, approached The Retail Coach, a consulting firm located in Mississippi. Subsequent discussions, culminating in a compelling proposal, led the retail committee to endorse the decision to engage their services before presenting the recommendation to the MEDC Board of Directors. The contract was formalized in December 2023, and our inaugural meeting with The Retail Coach took place in January 2024.

Early Childhood / MEDC Infant Incentive Program	2023/2024	\$44,848
--	------------------	-----------------

MEDC Board of Directors has officially authorized the continuation of their commitment to the McCook C4K initiatives, allocating an additional \$10,000 from LB840 funds this past fall. This funding will continue to be divided into available funding for the Infant program and for Startup/Expansion funds, aiming to sustain and further bolster the efforts of local early childcare providers and centers.

Potential Future Projects:

McCook Business Industrial Park Expansion	2024	\$70,000
--	-------------	-----------------

The subsequent phase of the business park's development involves extending the streets and infrastructure into this expanded zone. This includes tasks like road construction, the establishment of a rail spur connected to the BNSF main line, as well as the provision of water, sewer, and electrical utilities. The MEDC is actively exploring a range of local and state funding options to support this vital infrastructure expansion. Ideally, a combination of Tax Increment Financing (TIF) and grants would be sought to cover the majority of these associated costs. Work on this area's infrastructure is planned to begin this coming spring.

North Pointe Street & Infrastructure	2024	\$55,000
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The MEDC is actively progressing with plans to install street paving and relocate water and sewer lines within the North Pointe Addition housing development project area. Our strategy involves leveraging Tax Increment Financing (TIF) along with other funding sources to facilitate the infrastructure enhancements. Street paving, water, sewer, and electrical service installation is scheduled to begin this coming spring with housing slated this summer.

LB 840 Expenses in the 2nd Quarter

Loan, Grant, and Program Fund

LB-840 Gap Loan **2024** **\$100,010**

Earlier this year, the MEDC played a crucial role in assisting with the smooth transition of a prominent childcare center in McCook. This center offers approximately 150 childcare slots, catering to infants through school-age children, and it was vital for the MEDC to provide support during this transition. Through the utilization of the Economic Development Revolving Loan Fund (LB-840 Gap Loan) Program, we ensured that these essential childcare services remained available to our local families. Upon the MEDC Loan Committee's recommendation to approve the loan, the Board of Directors and the McCook City Council approved the gap loan to Hokyl, LLC to purchase Bee Little Daycare.

REWARDS Membership Dues **2024** **\$2,500**

The REWARDS Committee comprises representatives from the City of McCook, Red Willow County, Community Hospital, McCook Public Schools, and the MEDC. This coalition collaborates on identifying grant opportunities beneficial to the community, thereby supporting each organization's funding endeavors. These funds are allocated towards employing a third-party grant writer who conducts research, and drafts grant applications on behalf of the member organizations within the REWARDS committee. Additionally, the committee extends an invitation to external organizations to propose projects for which they may seek assistance from the grant writer.

NIFA Outreach Partnership Application **2024** **\$300**

The Outreach Partnership Program supports nonprofit organizations and helps increase their long-term capacity to meet community needs including affordable housing in Nebraska. Eligible applicants include any nonprofit housing, community development, or economic development entity in Nebraska.

Other Expenses

Program Administration and Operations	1/19/2024	\$12,373.00
Program Administration and Operations	2/21/2024	\$12,373.00
Program Administration and Operations	3/21/2024	\$12,373.00

**ECONOMIC DEVELOPMENT PLAN
CITIZEN'S ADVISORY REVIEW COMMITTEE
MEETING MINUTES**

Monday – January 22, 2024
12:00 P.M. at the Heritage Senior Center Conference Room

The Economic Development Plan Citizen's Advisory Review Committee of the City of McCook was called to order by Chairperson Sean Wolfe and began at 12:12 P.M.

A copy of the Open Meetings Act is posted on the in the Heritage Senior Center Conference room and is available for public review.

Present: Chairperson Sean Wolfe; Nate Schneider, City Manager; Tera Koetter, Assistant City Manager; Tracy Burkey, Recording Secretary; Members: Jeanette Peters, Sarah Renner, Alexis Davidson, Rick Sinner, and Charlie McPherson, MEDC Director.

Absent: Warren Jones, and Jordan Johnson.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on January 18, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Economic Development Plan Citizen's Advisory Review Committee. Availability of the agenda was communicated in advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

(1) REVIEW AND APPROVE MINUTES OF OCTOBER 23, 2023, MEETING.

Peters introduced a motion to approve the October 23, 2023, minutes; Renner seconded the motion. All members present voted in the affirmative. Motion passed. 5 VOTES YEA, 0 NAY, 2 ABSENT.

(2) REVIEW LB840 ECONOMIC DEVELOPMENT PROGRAM QUARTERLY REPORTS.

MEDC Director McPherson reviewed the McCook Growth Fund Program Balances and McCook Growth Fund Available Funds reports prepared by MEDC for the 10/01/23 – 09/30/24 program year with the committee.

As of 12/31/2023 the LB840 Program balance is \$1,046,945.29. Funds are currently allocated in the amount of \$327,348.00. This leaves an available balance of \$719,597.29.

(3) UPDATE OF REVENUES COLLECTED The McCook Growth Fund Loan Status Report shows all loans are current. The LB840 Program Balances report, receipt register and check register were provided.

EXHIBIT #4

PAGE(S) - 3

(4) ECONOMIC DEVELOPMENT DIRECTOR REPORT

Approved, but not yet completed or paid:

The Retail Coach Consulting Firm

“In 2023, the MEDC dedicated significant efforts to reassessing our local retail attraction strategies. While we initially explored promising leads, none materialized as expected. Seeking guidance, we contacted Economic Development organizations across the state and, based on recommendations, approached The Retail Coach, a consulting firm located in Mississippi. Subsequent discussions, culminating in a compelling proposal, led the retail committee to endorse the decision to engage their services before presenting the recommendations to the MEDC Board of Directors. The contract was formalized in December 2023, and our inaugural meeting with The Retail Coach took place in January 2024.”

2022 Rural Workforce Housing-Round 2 Grant Match

“With around \$7 million still available in the 2022 Rural Workforce Housing program funds, NDED has made the decision to initiate a second round of funding. MEDC is in the process of submitting an application to DED for participation in this second round of the 2022 RWFH program. While the MEDC Executive Board has given their preliminary approval to utilize LB840 funds as a matching contribution for this new round, the specific dollar amount for the match has not been officially confirmed. Nevertheless, the MEDC staff holds a high degree of confidence that the board will ultimately approve a \$250,000 contribution. It’s important to note that these funds will only be utilized if we are successfully awarded the grant from DED.”

Making a big push for an apartment complex if we would receive these funds.

Early Childhood Education New Provider Scholarship/Startup Funds

“MEDC Board of Directors has officially authorized the continuation of their commitment to C4K initiatives, allocating an additional \$20,000 from LB840 funds. This funding will be divided into \$15,000 for the infant program and \$5,000 for Expansion, aiming to sustain and further bolster the efforts of local early childcare providers and centers.”

Potential Future Projects

McCook Business Industrial Park Expansion

“The subsequent phase of the business park’s development involves extending the streets and infrastructure into this expanded zone. This includes tasks like road construction, the establishment of a rail spur connected to the BNSF main line, as well as the provision of water, sewer, and electrical utilities. The MEDC is actively exploring a range of local and state funding options to support this vital infrastructure expansion. Ideally, a combination of Tax Increment

Financing (TIF) and grants would be sought to cover the majority of these associated costs. Work on the area's infrastructure is planned to begin this coming spring."

Also planning on extending paving from Ravenswood north inside the business park.

North Pointe Street & Infrastructure

"The MEDC is actively progressing with plans to install street paving and relocate water and sewer lines within the North Pointe Addition housing development project area. Our strategy involves leveraging TIF along with other funding sources to facilitate the infrastructure enhancements. Street paving, water, sewer, and electrical service installation is scheduled to begin this coming spring with housing slated this summer."

LB840 Expenses in the 4th Quarter

MEDC Micro-enterprise Lending Program Grant

"In this quarter, the MEDC sanctioned a second Micro-enterprise Loan to support the establishment of a new local medical provider operating within the Elevate Wellness team. The recipient secured a \$50,000 loan aimed at addressing working capital, equipment, and inventory requirements. Notably, \$17,500 represents the matching portion of the loan proceeds from the NE Dept. of Economic Development program."

(5) OPEN DISCUSSION

Wolfe asked Schneider how the Governor's push to lessen property tax will affect TIF. Schneider said it will not affect the city but could affect the developers.

Sales tax remains up. Sinner said that on the retailer's side sales were up 5% in December. They are expecting a downfall at some point.

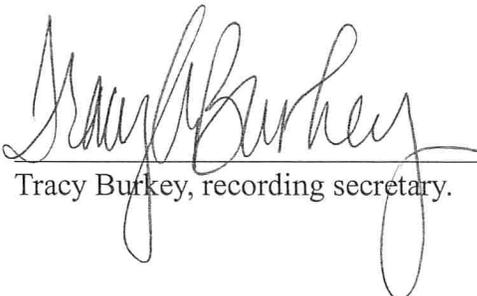
Ballpark is making some progress.

(6) NEXT MEETING DATE

Next meeting date will be April 22, 2024, at 12:00 PM at the Heritage Senior Center conference room.

(7) ADJOURNMENT

Meeting adjourned at 12:55 PM.


Tracy Burkey, recording secretary.

**CITY MANAGER'S REPORT
MAY 6, 2024 CITY COUNCIL MEETING**

ITEM: **5.B.**

Approve the request from the McCook Arts Council/Creative District to close Norris Avenue from the north side of "D" Street to the South Side of "E" Street on May 16, June 20, July 18, August 15, September 19, and October 17 from 4:00 P.M. to 10:00 P.M. for their Third Thursday Events.

BACKGROUND:

This request is from the McCook Arts Council/Creative District for the closing of Norris Avenue from the north side of "D" Street to the south side of "E" Street on the following Thursdays from 4:00 p.m. to 9:00 p.m. for their third Thursday events:

May 16th, June 20th, July 18th, August 15th, September 19th and October 17th.

The intersections at Norris and "D" Street and Norris and "E" Street will remain open during the events.

The City Street Department will be providing cones for the closing of Norris Avenue.

**FISCAL
IMPACT:** None.

APPROVALS:



Kyle Potthoff, Public Works Director

April 30, 2024



Nate Schneider, City Manager

April 30, 2024

2024 Third Thursdays - McCook Arts Council/Creative District

- Request to close down Norris Avenue between D and E Streets, 4-9 p.m.
- Not all months will request to be closed down but would like the dates on the calendar.
- Asking city for cones or whatever else is needed to close down the streets (leaving intersections open)
- Organization scheduled for that month will contact city prior to the event to verify Norris Avenue needs to be closed or left open.

May 16 - McCook Arts Council/Creative District

June 20 - Community Hospital 50th Anniversary

July 18 - McCook Chamber Downtown Shopping Day

Aug 15 - McCook Public Schools Back-to-School ??

Sept 19 - MCFF Heritage Days Community Celebration

Oct. 17 - MCC Student Organizations

Thank you for your help with this downtown project.

Ronda Graff
McCook Arts Council, president

**CITY MANAGER'S REPORT
MAY 6, 2023 CITY COUNCIL MEETING**

ITEM: 5.C.

RECOMMENDATION:

APPROVE THE REQUEST FROM TRICIA WAGNER TO CLOSE THE FOLLOWING STREETS FOR THE 8TH ANNUAL CRUISIN' THE BRICKS CRUISE NIGHT AND CAR SHOW:

SATURDAY JUNE 22ND FROM 7:30 A.M. TO 7:30 P.M.

WEST 2ND STREET FROM "B" STREET TO HALFWAY BETWEEN WEST "C" STREET AND WEST "D" STREET(INCLUDING THE INTERSECTION AT WEST 2ND AND "C" STREET);

WEST "C" STREET FROM WEST 1ST STREET TO WEST 3RD STREET(INCLUDING ALLEYS AND THE INTERSECTION OF WEST 2ND STREET AND WEST "C" STREET.

SATURDAY JUNE 22ND FROM 7:00 P.M. TO 8:30 P.M.

WEST "C" STREET FROM NORRIS AVENUE TO WEST 1ST STREET (INCLUDING THE ALLEY);

EAST "C" STREET FROM NORRIS AVENUE TO EAST 1ST STREET(INCLUDING THE ALLEY);

INCLUDING TURNING OFF THE TRAFFIC SIGNAL AT THE INTERSECTION OF NORRIS AVENUE AND "C" STREET.

BACKGROUND:

This request from Tricia Wagner is for the 8th Annual Cruisin' the Bricks Cruise Night and Car Show to be held on June 22, 2024. This is the same request as last year.

The Street Department will provide the cones for blocking off the streets.

FISCAL

IMPACT: None.

APPROVALS:



Kyle Potthoff, Public Works Director

May 1, 2024



Kevin Hodgson, Chief of Police

May 1, 2024



Nate Schneider, City Manager

May 1, 2024

**CITY MANAGER'S REPORT
MAY 6, 2024 CITY COUNCIL MEETING**

ITEM: 5.D.

RECOMMENDATION:

Accept the minutes of the January 16, 2024 Senior Center Advisory Board meeting.

BACKGROUND:

Accept minutes from various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 1, 2024

Heritage Senior Center
 1312 West 5th St
 McCook NE 69001
 Advisory Board Minutes
 January 16, 2024

A copy of the Open Meetings Act is posted by the entrance to the meeting room and is available for public review. All meetings begin at 10:00am and are open to the public.

- Meeting was called to order by President Dan Stramel

- **Roll Call**

- Jim Hamill P Mary Keslin P Natalie Mickey P Milton Duffield P
 Bob Pantenburg P Dan Stramel P Beth Siegfried P John Zlomke P

Tara Koetter Assistant City Manager guest

- Approval of minutes:
 The Minutes from the October 17, 2023 meeting were approved by a motion made by John Zlomke and seconded by Natalie Mickey. Motion carried.

- **Open Forum:** Welcome Milton Duffield and thank you for being willing to serve on Advisory Board.

Public Transit

	<i>Riders</i>	<i>Miles</i>	<i>Differer Riders</i>	<i>Wheel Chai</i>	<i>Days</i>
<i>October</i>	533	1534	58	14	21
<i>November</i>	426	1246	53	18	19
<i>December</i>	399	1196	43	14	19
<i>Overall</i>	1358	192 less than last quarter			
<i>Average</i>	453	63 less than last quarter		4days less than last quarter	

Meals at Center

	<i>Congregate</i>	<i>Home Delivered Meals</i>	<i>Curb Side</i>	<i>Days</i>
<i>October</i>	1042	1510	733	22
<i>November</i>	945	1246	716	19
<i>December</i>	1015	1393	617	19
<i>Overall,</i>	3002	4510	2066	
<i>Average</i>	1045 (47 a day)	1443(70 a day)	542 (30 a day)	

Total Meals October 3285 average 149 meals a day
Total Meals November 2907 average 153 meals a day
Total Meals December 3025 average 159 meals a day
Total meals 9217
Total Average meals a day this quarter 154 6 more than last quarter
The average last year was 150 for this quarter. 4 more than same quarter last year

Statistics

Meal numbers have dropped this year. Congregate dropped by 3,034, Home Delivered dropped by 2,984, Carry out dropped by 1,170. Total meals served in 2022 44,073. Total Meals Served in 2023 36,885 Total difference 7,188 less meals. Transit Rides 2022 5404, total rides in 2023 5,882 , increase of 478 rides.

Old Business

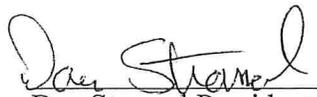
- Discussion on Bring a friend to lunch, some one who hasn't eaten here, and have the friend eat for free. Beth will put in February Newsletter. Suggested by John Zlomke that we take pictures of meals and post on face book. Tera Koetter suggested putting pictures on City Web site
- Struggling with having enough supportive services for the number of meals we serve Beth needs to update her certification for Tai Chi and Stepping On Programs, which are both programs we would get credit for, and then also find the time to implement them. Bingo-size is a new program that they are accepting and the certification can be done on line.

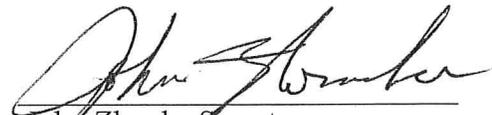
- A supplemental Agreement with the Nebraska Department of Transportation was approved by City Council increasing the federal funds by \$14,290 to \$189,935 and the State funds increased by \$2,932 to \$65,683.
- Two programs were presented one was on fraud by SWNTA and the other was on safety by State Patrol
- The council approved an updated Transit drug and alcohol policy at the January 2nd meeting.
- Part D open enrollment went very well. 77 people were helped with a savings of over \$40,000 dollars.
- Thanksgiving Dinner, 230 meals November Birthday Roast Beef Dinner 204 meals, Christmas 222 meals, Christmas Brunch 181 meals, December Birthday dinner 197 meals.

New Business

- The State now has 11 people reviewing Transit invoices so hopefully the review process will go faster.
- The state is still working on getting the Ford Transit vans which were ordered in 2020
- Kinship Pointe is purchasing ice cream every Tuesday , January February and March
- We received nice end of year donations.
- Discussion on how to spend the restricted Home delivered meals donations. The suggestion was to use on the disposable containers we use for home delivered meals.
- Discussion on who to ask for sponsorship for bingo many good ideas were received.
- Beth will call the radio stations and newspaper to make sure she has the right people noted in the newsletter for sponsoring menus on radio and newspaper
- WCNA AAA is requesting a policy and a new procedure on the meal certification letters. We have been sending them out with the invoices, and not getting them all back. It is very time consuming to redo the letters and resend them. North Platte suggested that we send them out with our home delivered meal volunteers and just have them sign when they got their meal. Many volunteers thought it was way to time consuming since some of them are taking off work to deliver. However we were able to get many more back doing it this way.

April 16, 2024


 Dan Stramel President


 John Zlomke Secretary

**CITY MANAGER'S REPORT
MAY 6, 2024 CITY COUNCIL MEETING**

ITEM: 5.E.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Airport Advisory Commission - appoint Katrina Frey to fill the remaining term of Griff Malleck - term expires November 2026

BACKGROUND:

The Mayor has contacted the appointee and she is willing to serve on this board.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 1, 2024

AIRPORT ADVISORY COMMISSION

DAVID PFEFFER 902 Airport Road - PO Box 274 Appointed April 2016 (Replaced Doug Vap) Reappointed - October 2023 Term Expires - November 2026 d.pfeffer7829@gmail.com	345-5547 (H) 340-7829 (C)
TREVOR TAYLOR 904 W. 4 th Street Appointed - August 2013 (Replaced Ken Allen) Reappointed - October 2023 Term Expires - November 2026 tmtaylor98@gmail.com	340-0131 (C)
KATRINA FREY 805 W "I" Street Appointed - May 2024 (Replaced Griff Malleck) Term Expires - November 2026 Katz9901@gmail.com	308-863-8623 (C) 345-6590 (W)
DICK TRAIL* 201 West "M" Street Appointed - September 2013 (Replaced Wally Hampton) Reappointed - January 2023 Term Expires - November 2025 dickt@swnebr.net	345-5181 (H) 340-7689 (C)
CLEO SPENCER Red Willow Aviaton (FBO) PO Box 444 McCook, NE 69001 Appointed - July 2022 (Replaced Jeff Williams) Reappointed - January 2023 Term Expires - November 2025	(208)293-7848(C)
DOUG SKILES PO Box 36 Appointed - November 2005 Reappointed - February 2022 Term Expires - November 2024 dskiles@slbwcpa.com	345-5100 (O) 345-2342 (H) 345-2943 (F)
MIKE KUGLER #13 Sandpiper Reappointed - February 2022 Term Expires - November 2024 mkugler@kuglercompany.com	345-2280 (O) 345-7006 (H) 345-7756 (F)

*Denotes Chairperson
3 yr. terms

**CITY MANAGER'S REPORT
MAY 6, 2024 CITY COUNCIL MEETING**

ITEM: **5.F.** Approve Change Order No. 1 in the amount of (\$697.25) for the Business Park Phase II Water & Sewer Project and authorize the Mayor to sign.

BACKGROUND:

During construction an unmarked/unknown 8" irrigation line was damaged and needed to be repaired at a cost \$936.68, extensions were required for installation of the fire hydrants at a cost \$3,164.57, and an adjustment of (\$4,798.50) is necessary due to the As Built quantities being less than the quantities included in the bid. The contract sum will be decreased by this Change Order in the amount of \$697.25. The new contract sum will be \$247,357.45.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 2, 2024

CHANGE
ORDER
WDA DOCUMENT CO1

OWNER
ARCHITECT
CONTRACTOR
OTHER



PROJECT: Business Park Phase II Water & Sewer
 owner City of McCook
 name,address P.O. Box 1059
 McCook, NE 69001

TO CONTRACTOR: Midlands Contracting
 name, address P.O. Box 1065
 Kearney, NE 68848-1065

CHANGE ORDER NUMBER: 1
DATE: May 2, 2024
ARCHITECT'S PROJECT NO: 804-22
CONTRACT FOR: Utilities

The contract is changed as follows:

No.	ITEM DESCRIPTION	ADD	DEDUCT
1.	Repair unmarked/unknown 8" irrigation	\$936.68	
2.	Fire Hydrant Extensions	\$3,164.57	\$0.00
3.	Contract adjustment per As Built quantities		(\$4,798.50)
4.			\$0.00
5.		\$0.00	\$0.00
SUBTOTAL		\$4,101.25	(\$4,798.50)
Profit and Overhead			
TOTAL			(\$697.25)

Not valid until signed by the Owner, Architect and Contractor

	Increased	Decreased	Total
The original Contract Sum was			\$248,054.70
Net change by previously authorized Change Orders	\$0.00	\$0.00	\$0.00
The Contract Sum prior to this Change Order was			\$248,054.70
The Contract Sum will be increased or decreased			
by this Change Order in the amount of	\$4,101.25	(\$4,798.50)	(\$697.25)
The new Contract Sum including this Change Order will be			\$247,357.45
The Contract Time will be changed by:		(0)	DAYS
The date of Substantial Completion as of the date of this Change Order therefore is			NA

<u>W Design Associates</u> ARCHITECT	<u>Midlands Contracting</u> CONTRACTOR	<u>City of McCook</u> OWNER
<u>P.O. BOX 99</u> address	<u>P.O. Box 1065</u> address	<u>P.O. Box 1059</u> address
<u>McCook, Ne. 69001</u>	<u>Kearney, NE 68848-1065</u>	<u>McCook, NE 69001</u>
_____ BY	_____ BY	_____ BY
_____ DATE	_____ DATE	_____ DATE

W Design Associates

CO1

CITY MANAGER'S REPORT
MAY 6, 2024, CITY COUNCIL MEETING

ITEM # 5.G.

RECOMMENDATION:

Approve compensation amount paid to the paid-on-call members of the City of McCook Fire Department at \$20 per call and \$20 per training session attended.

On October 2, 2000, the McCook City Council approved the Realignment Plan "C" that set forth new policies and requirements for members of the fire department. One of the changes was the amount paid to members for attendance. The Realignment Plan "C" compensated members \$8.00 per emergency call and \$5.00 per training session that they attended. In 2001, this was adjusted to a straight \$10.00 per emergency call and per training session attended.

It is no secret that fire departments in rural Nebraska are facing volunteer shortages. A Nebraska Public Media survey found that 8 in 10 respondents think the main reason that people do not volunteer is the time commitment. Most volunteers have full-time jobs outside the department and another issue is that volunteers need just as much training as full-time firefighters. Most fire department grant opportunities require Firefighter I training. This is a 86 hour to 96 hour time commitment of classroom and hands-on skills and requires passing a test to become certified. To be a basic EMT in Nebraska requires a 140-hour EMT class and several hours of field experience, testing, and study. Couple this with the increase in call volume and the commitment required to be a member of the department is a huge commitment. The City of McCook Fire Department is no different and has experienced a decrease in the number of candidates wishing to join the fire department.

In 2023, paid-on-call members of the City of McCook Fire Department met several times to discuss the increase in requirements in response and training. Fortunately, McCook is afforded a very dedicated group of paid-on-call professionals that are committed to protecting the area that we serve.

One of the changes that is being proposed is increasing the amount of compensation to \$20 per call and per training session attended. The department has experienced a decrease in the number of personnel responding to calls, therefore, there should be no increase in the current budget to help with this increase.

While this may not go a long way in recruiting new members, we are confident that it will help us to retain the committed and dedicated members that currently serve the community.

CITY MANAGER'S REPORT
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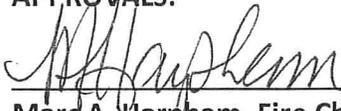
FISCAL

IMPACT: None

RECOMMENDATION:

Approve compensation amount paid to the paid-on-call members of the City of McCook Fire Department at \$20 per call and \$20 per training session attended.

APPROVALS:



Marc A. Hargham, Fire Chief

2 May 2024
Date



Lea Ann Doak, City Clerk

Date



Nate Schneider, City Manager

Date

**CITY MANAGER'S REPORT
MAY 6, 2024 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 6.A. Presentation from Debbie Thorpe regarding the City of McCook's recent nuisance abatement efforts.

BACKGROUND:

The City of McCook's Problem Resolution Team works hard to eliminate nuisance property issues. Debbie Thorpe, the City's point person in its nuisance abatement work, has prepared a presentation highlighting a few of the PRT's efforts over the past five years.

APPROVALS:



Nathan A. Schneider, City Manager

May 1, 2024



Lea Ann Doak, City Clerk

May 1, 2024



Tera Koetter, Assistant City Manager

May 1, 2024