



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

**Regular Meeting
March 2, 2026
6:00 PM**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the February 17, 2026 Regular Meeting.
 - b) Council to approve the bid specifications for the replacement of the light pole arm, fixtures and appurtenances for the Pathway Bridge, and authorize the city clerk to advertise for bids to be received by 2:00 p.m. on March 24, 2026.
 - c) Council to approve the bid specifications for Avenue H & 11th Street Water Main Improvements, and authorize the city clerk to advertise for bids to be received by 2:00 p.m. on March 31, 2026.
 - d) Council to approve the Downtown Scottsbluff Revitalization Guidelines and authorize the Mayor to sign the Financial Management Certification, CEST Checklist, and 24

CFR §58.6 – Other Requirements Checklist for the Scottsbluff Downtown Revitalization CDBG Grant.

- e) Council to acknowledge receipt of Petition for Annexation, along with Resolution No. 1-2026, from Sanitary Improvement District No. 8. to the City of Scottsbluff.
- f) Council to consider and take action on claims of the City.

8. Public Hearings

- a) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class A Liquor License for RBJE, LC d/b/a The Dugout, 17 E. 16th Street, Scottsbluff, NE.
- b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class A Liquor License for RBJE, LC d/b/a The Dugout, and naming Jennifer Urdiales as the Liquor License Manager.
- c) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class I Liquor License for Great Plains Distillery, LLC, 213 West Railway Street, Bldg.1, Scottsbluff, NE.
- d) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class I Liquor License for Great Plains Distillery, LLC, and naming Phillip Mitchell as the Liquor License Manager.

9. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on the Amended Economic Development Assistance Agreement with Fusion Ranch, Inc., and authorize the City Manager to sign the Agreement.
- b) Council to choose an option authorizing the Mayor's signature on the Buy Back America (BABA) Self Certification Form, a requirement of the Downtown Scottsbluff CDBG Grant.
- c) Council to discuss and consider action on the Community Programming Fund Request from Colleen Johnson for Old West Balloon Fest.

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

11. Adjournment

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 6.a

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

Staff Contact:

City of Scottsbluff, Nebraska
Monday, March 2, 2026
Regular Meeting

Item 7.a

Council to approve the minutes of the February 17, 2026 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
February 17, 2026

The Scottsbluff City Council met in a regular meeting on February 17, 2026 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according to 6-1-12. A notice of the meeting had been published on February 12, 2026 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the city's website on February 13, 2026. Mayor Vidlak presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor Vidlak welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Vidlak informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Betsy Vidlak, Jeanne McKerrigan, Matt Salomon, Jerry Stricker, and Scott Phillips. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None. Mayor Vidlak asked if there were any changes to the agenda. There was none. Mayor Vidlak asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

Moved by Council Member Stricker, seconded by Council Member Phillips,

- a) The minutes of the February 2, 2026 Regular Meeting be approved,
- b) The absence of Council Member Vidlak from the January 20th and February 2nd, 2026 Regular Meetings be excused,
- c) The authorization of the Mayor to sign the Fair Housing Memorandum Letter and Determination for Level Review for the Scottsbluff Downtown Revitalization CDBG Grant be approved,
- d) A public hearing be set for March 2, 2026 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class A Liquor License for RBJE, LC d/b/a The Dugout, 17 E. 16th Street, Scottsbluff, NE,
- e) A public hearing be set for March 2, 2026 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class I Liquor License for Great Plains Distillery, LLC, 213 West Railway Street, Bldg. 1, Scottsbluff, NE,
- f) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated February 17, 2026, as on file with the City Clerk and submitted to the City Council, "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT,664.48; AIRGAS USA,LLC,DEPARTMENTSUPPLIES-SAN,306.26;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,5046.16; ANNA GAMBOA,CONTRACTUAL,3480; AUTOZONE STORES, INC,SHOP SUPP - FUEL SYS. CLEANER, MOTOR TREATMENT,242.8; AXON ENTERPRISE INC,#6-CIP-TASERS-POL,3000;B & H INVESTMENTS, INC,BLDG MAINT-POL,779.19;B&CSTEELCORPORATION,DEPARTMENTSUPPLIES-SAN,2640.82;BEELINE SERVICE INC,TOW SERVICE-POL,2015;BENCHMARK GOVERNMENT SOLUTIONS LLC,SCHOOLS & CONF-POL,621.45;BLUFFS FACILITY SOLUTIONS,SUPP - HAND CLEANER, CENTER PULL TOWELS, 1419.05; CAPITAL BUSINESS SYSTEMS INC., CONTRACTUAL-POL,230.15; CELLCO PARTNERSHIP,TABLETS, CELL PHONES, IPAD, GRIDSMART FOR TRANS,1280.05;CITY OF GERING,DISPOSAL FEES-SAN,39421.87; COLUMNSOFTWARE PBC, PUBLISHING, 1070.09; COMPUTER CONNECTION INC, CONTRACTUAL-POL,44;CONTRACTORS MATERIALS INC.,DEPT SUPP PARK,1239.75; CREDIT BUREAU OF COUNCIL BLUFFS,MONTHLY MEMBERSHIP - JAN 2026,50; CRESCENT ELECT. SUPPLY COMP INC,SUPP - FLORESCENT BULBS,176.24; CROELL INC,DEPT SUP,587.7;DINGES FIRE COMPANY,UNIFORM STATION BOOTS - 2 SETS,640; ELLIOTT EQUIPMENT COMPANY INC.,DEPARTMENT SUPPLIES-SAN,1967.58; FASTENAL COMPANY,EQUIP MAINT PARK,28.11; FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,904.41;FEDERAL EXPRESS CORPORATION,POSTAGE,29.22;FLOYD'S TRUCK CENTER SCOTTSBLUFF,EQUIPMENT-SAN,322861.71; FRANCISCO'S BUMPER TO BUMPER INC,#1-CIP-PATROL CARS,200; GALLS PARENT HOLDINGS, LLC,EQUIP-POL,232.17;GENEVA SCIENTIFIC INC,DEPT SUPP PARK,1174.09; GR TREE LLC,STREETTREEEMERGENCYBRANCHREMOVAL,1350;GRIESSSPENCER,SCHOOLS & CONF-POL,178;HAWKINS, INC.,CHEMICALS,5274.35; HD SUPPLY INC,DEPT SUP,1748.35; HOA SOLUTIONS, INC,EQUIPMENT,38553.07;HOWMEDICA OSTEONICS CORP,CARDIAC MONITOR POWER CORDS,109.48;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1224.84;INGRAM LIBRARY SERVICES INC,COLL.,2862.32;INTERNAL REVENUE SERVICE,WITHHOLDINGS,73881.45;INTRALINKS, INC,PROF SERV - FEB 2026,10234.58;INVENTIVEWIRELESSOFNE, LLC,INTERNET,43.9;KIZZIRE LANE,LONM MIDWINTER CONFERENCE FOOD REIM,108;KNOW HOW LLC,VEH MAINT PARK,4070.57;KRIZ DAVIS,EQUIP MAINT,530.46;LEGACY COOPERATIVE,DIESEL FUEL-SAN,17491.57; LEXISNEXIS RISK DATA MANAGEMENT, CONSULTING POL, 206; LOGAN CONTRACTORS SUPPLY INC,CORD ASSY, HEATED WAND FOR TAR KETTLE,199.35; M.C. SCHAFF & ASSOCIATES, INC,ENGINEERING,26735;MACQUEEN EQUIPMENT INC,CHEV. BELT & BELT SPICER FOR SWEEPER,4833.9;MADISON NATIONALLIFE,INSURANCE,3755.75;MARKCHRISMANTRUCKINGINC,STRUCTURES, 15830.4; MARQUEE BROADCASTING WEST INC,TRICITY SW PSA- JAN. 2026,900; MATHESON TRI-GAS INC,DEPT SUPP PARK,163.4;MAXWELL PRODUCTS, INC,21,442 LB. NURO CS B POLYSKIN JOINT FILLER,14665.2;MENARDS, INC,SMOKE ALARM PROGRAM - CO AND SMOKE ALARMS,4857.43;MIDTOWN ANIMAL HOSPITAL P.C.,K9 DUKE-CARE,105.5; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1664; NE DEPT OF HLTH & HUMAN SVCS,LICENSE/PERMITS-

REC,80;NEBRASKA MACHINERY CO,FILTERS FOR BACKHOE,253.41;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,46687.71;NEBRASKA RURAL RADIO ASSOCIATION,TRICITY SW PSA JAN. 2026, 500; NEBRASKALAND TIRE, INC, EQUIP MAINT, 174.8; NEDA, MEMBERSHIPSDESERSA,-150;NEMNICHAUTOMOTIVE,#1-CIPPATROLCARS,18903.14; NORTH PLATTE NATURAL RESOURCE DIST,EQUIP MAINT CEM,148.3;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,3932.78;ONE CALL CONCEPTS, INC,CONTRACTUAL,125.16;O'REILLY AUTO ENTERPRISES, LLC,EQUIP MAINT PARK,186.29;ORIGINAL EQUIPMENT CORPORATION,TURBO AND ECM REPAIRS - ENGINE 1,31553;PANHANDLE AUTOMOTIVE GROUP LLC,VEH MAINT CEM,332.08;PANHANDLE CONCRETE PRODUCTS, INC,DEPT SUP,810;PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 210; PARADISE PUMPERS LLC, CONTRACTUAL,750;PIONEER ANIMAL CLINIC, LLC,K9 CARE,113;PLATTE RIVER GLASS RODNEY L FLOTH,VEH MAINT-POL,424;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,18128.12;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES-SAN,5115.9;PT HOSE AND BEARING,FITTINGS & WIREFOR SWEEPER,25.38; QUADIENTLEASINGUSAINC,POSTAGEMACHINE,987.74; QUILL CORPORATION,DEPT SUPP CITY CLERK,103.76; RAPID FIRE PROTECTION IN,BLDGMAINTPOL,730;REGIONALCAREINC,FEbruaryCOVERAGE,60731.24;RON'S EQUIPMENTCO INC,EQUIP MAINT CEM,353.14;RUSSEL'S AUTOMOTIVE,VEH MAINT-POL,10009.08;S M E C,EMPLOYEE DEDUCTION,75.5;SALES MIDWEST, INC,EQUIP MAINT PARK,592.71; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,3774.3;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280;SCB IBEW 1597 UNION DUES,SCBIBEW1597UNIONDUES,406.32;SCOTTSBLUFFCOUNTY COMMUNICATIONS CENTER,CONT. SRVCS.,125;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-POL,769; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-POL,160;SHERIFF'S OFFICE,LEGAL FEES-POL,339.76; SIMMONS OLSEN LAW FIRM, P.C., CONTRACTUAL, 16378; SIMON CONTRACTORS, RECYCLED CONCRETE BASE, 1113.11; SNELL SERVICES INC., ELECTRICAL MAINT,125;SOUNDSLEEPER SECURITY INC.,EQUIP.,3150.68; TERRY D SCOTT,EQUIP MAIN TPARK,352.25;THE WESTERN SUGAR COOPERATIVE,VEH MAINT PARK,162; TRANS-WEST INC,VEH MAINT-POL,1070.59;TWIN CITY ROOFING & SHEETMETAL, INC,REPAIR ROOF,2235.94;TYLER TECHNOLOGIES, INC,PACE 6 (CAMI,SHALA,&LEE TRAINING),6600; UNION BANK & TRUST,RETIREMENT,56811.82; UNITED STATES WELDING, CONTRACTUAL SERVICES SAN, 177.36; VERIZON COMMUNICATIONS INC,GPS SERVICE,127.6; W & R INC,SPECIAL PROJECT VETERANS PARK REST ROOM,4346.02; WASH-IT LLC,VEHICLE MAINT,20; WEBER TYLER,SCHOOLS & CONF-POL,178;WESTERN COOPERATIVE COMPANY,EQUIP MAINT,97.52; WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT TESTING - JAN 2026,126;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; YOUNGMEN'SCHRISTIANASSOCIATIONOFSCOTTSBLUFF, NE,YMCA,1195;REFUNDS; ROCKY ROAD RANCH LLC, 11.81; SANTIAGO LOPEZ, 70.96; ANTHONY BRUNNER, 11.66

Concerning the claim removed from the Consent Calendar to Intralinks in the amount of \$10,234.58, Council Member Phillips informed this has been removed because he needs to declare a conflict of interest due to a financial share in the business and be excused from voting.

Council Member Salomon moved, seconded by Council Member Stricker to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of \$10,234.58 and excuse him from voting, "YEAS," Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None. Abstain: Phillips.

City Manager Spencer explained, regarding the claim to Intralinks, this is routine as it includes the backup services we pay every month. In addition, the charge includes professional services and two hardware items of an ethernet switch and battery backup.

Council Member Stricker made a motion to approve the claim to Intralinks in the amount of \$10,234.58. The motion was seconded by Council Member McKerrigan, "YEAS," Stricker, Vidlak, Salomon, and McKerrigan. "NAYS," None. Absent: None. Abstain: Phillips.

Finance Director Lane Kizzire approached Council to present the January 2026 Financial Report. He started, with page two, explaining under the General Fund line item there is a change in cash due to the quarterly payment to the Zoo. Also, the Cemetery line item shows a change due to some operational expenses. Under Special Projects we received reimbursement for the Safe Streets for All grant and the LB840 fund shows a noticeable disbursement due to the loan to Gardner Technologies. On the next page, the Budget to Actual Comparisons Report, the budgeted revenues and expenditures should all be at or around 33%, however the Public Safety Fund is over the percentage, in expenditures, due to patrol cars being purchased and also because of the Axon Agreement. Mr. Kizzire also reminded Council we will be receiving the property tax disbursements in May and September, which is always a nice boost for those accounts that receive those funds that are over the percentage.

Council Member Phillips moved, seconded by Council Member Salomon to approve the January 2026 Financial Report, "YEAS," McKerrigan, Phillips, Vidlak, Salomon, and Stricker. "NAYS," None. Absent: None.

Mr. Kizzire then presented the Resolution declaring the intent to bond the construction of a solid waste transfer station. He explained this was recommended by Bond Counsel to show the City intends to bond the project. Furthermore, it allows us, due to IRS rules, to pick up any expenses from here forward that include the transfer station and equipment, up to an amount of \$9M.

Mr. Dave Schaff with M.C. Schaff and Associates then came forward to explain why \$9M was chosen as the amount, agreeing it is a big number. However, he does not foresee us using the entire amount, although we do not know exactly how much equipment we will need as far as roll offs, compactors, etc., stating there are many "what ifs" and at this point and it is better to include the money now and hope for the best.

Council Member Stricker made a motion, seconded by Council Member Phillips to approve Resolution No. 26-02-02 declaring the intent to bond the construction of a solid waste transfer station, and authorize the Mayor to sign the Resolution, "YEAS," Vidlak, Phillips, Stricker, McKerrigan, and Salomon. "NAYS," None. Absent: None.

RESOLUTION NO. 26-02-02

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF SCOTTSBLUFF, NEBRASKA, TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY FROM THE PROCEEDS OF BONDS ISSUED BY THE CITY

BE IT RESOLVED by the Council (the “**Council**”) of the City of Scottsbluff, Nebraska (the “**City**”) as follows:

Section 1. (a) The City plans to construct a solid waste transfer station for the City’s solid waste system (the “**Project**”), and the City anticipates spending funds in the amount of approximately \$9,000,000 to pay the costs of the Project.

(b) The City anticipates issuing bonds in the principal amount of not to exceed \$9,000,000 (the “**Bonds**”) to finance all or a portion of the costs of the Project. The City anticipates incurring a portion of the costs of the Project prior to the issuance of Bonds and reimbursing such costs from proceeds of the Bonds.

(c) It is necessary, desirable, advisable and in the best interests of the City that it declare its official intent to permit the City to reimburse costs of the Project made by the City from the proceeds of the Bonds in accordance with the requirements of the Internal Revenue Code of 1986, as amended, (the “**Code**”) and the applicable regulations thereunder, including but not limited to Section 1.150-2 thereof.

Section 2. (a) The Council hereby declares the official intent of the City to reimburse all or part of the costs of the Project through the issuance of Bonds, the interest on which may be excludable from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Bonds will be issued in the amount and upon the terms and conditions provided in a bond ordinance to be passed by the Council at a future meeting. Notwithstanding any other provision of this Resolution, nothing contained herein is intended to obligate the City to issue the Bonds or to reimburse any particular expenditure with respect to the Project.

(c) The Mayor, City Manager and City Finance Director (each an “**Authorized Officer**”) are hereby individually authorized to take any further action as such Authorized Officer shall deem necessary or desirable without further action by the Council to carry out the transactions contemplated by this Resolution.

Section 3. This Resolution will be in full force and effect from and after its passage and adoption by the Council and approval by the Mayor.

Section 4. All resolutions of the Council, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

ADOPTED this 17th day of February, 2026.

Mayor

ATTEST:

City Clerk

Council introduced the Ordinance to consider the Creation of Paving District #315 to be located in a parcel of land situated in the East Half of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING PAVING DISTRICT NO. 315; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING AND GUTTERING, OR SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Council introduced the Ordinance to consider the Creation of Sanitary Sewer District #168 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M. and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING SANITARY SEWER DISTRICT NO. 168; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING THE CONSTRUCTION OF NECESSARY IMPROVEMENTS AND SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Council introduced the Ordinance to consider the Creation of Water District #106 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M. and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING WATER MAIN DISTRICT NO. 106; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING THE CONSTRUCTION OF NECESSARY IMPROVEMENTS AND SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE**

PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Mr. Kaden Vowers and Ms. Chrissy Land from the Nebraska Forest Service approached Council to give a report on the updated tree inventory for the City of Scottsbluff. The report details the community's public tree inventory, ecosystem benefits, species, diversity, age distribution, and management recommendations.

Mr. Vowers explained between the months of July and November 2025 there was a total of 7,502 trees inventoried in the City that were located on public property within 25 feet of the curb. Of those trees, 5,508 were listed as street trees; 1561 as park trees and 411 as Cemetery trees. The inventory involves systematic data collection including geospatial coordinates for tree locations, with tree types being identified by genus and species. Trunk sizes were also measured using diameter at breast height with tree conditions being rated as excellent, good, fair, poor, or dead.

Included in the report was the ecosystem benefits of community trees, with Mr. Vowers explaining the total annual benefits estimated at \$55,904.86 which include energy savings, CO2 reduction, improved air quality, and stormwater management. Additional benefits include public health, wildlife habitat, and enhanced community aesthetics.

Another detail of the report, revealed by Mr. Vowers, includes tree diversity and resilience, which is also crucial for an urban forest. The Forest Service uses a 10-20-30 guideline that suggests no more than 10% of any species, 20% of any genus, or 30% of any family. Unfortunately, there is one species of tree, Honey locust, that exceeds the 10% species, indicating a low diversity risk.

In Conclusion, Mr. Vowers went over recommendations for community forest management to enhance the community forest's health and diversity. One such recommendation would be to discontinue planting Ash and Scotch Pine due to health threats. Another would be to increase species diversity and maintain an annual planting plan, in addition to conducting regular hazard evaluations and supporting the tree board's role in management.

Ms. Tevia Daly, Recreation Supervisor and Mr. Matt Carpenter, Parks Supervisor came forward to give a presentation on the Parks and Recreation Department, explaining the department focuses on connecting people through various recreational activities and events. The team includes a Parks and Recreation Director, Recreation and Events Supervisor, Parks and Cemetery Supervisors, Crew Leaders, and maintenance workers dedicated to park upkeep and event management.

Mr. Carpenter started by introducing a new item that has been introduced to assist the department known as Civic Rec, an online platform for easy registration for activities, park reservations, and event updates. Users can create accounts, browse activities, and check volunteer opportunities. In addition, Ms. Daly also updates weekly Facebook posts summarizing local events and community engagement. Events include concerts, clinics, and family activities with positive community feedback.

Recent Park projects include new playground equipment, splash pads, and remodeled facilities across various parks. Notable projects include Cleveland Field (fence and lights), Riverside Park (irrigation), Veteran's Park (Mini Pitch Court and bathroom remodel), and Cemetery (new office and Tree Canopy Renewal Grant).

Ms. Daly then went over events and activities that include annual events of the Easter Egg Hunt and Movies in the Park. New activities include Winds of the Bluffs Kite Festival, Dog Jog 5K and Husker viewing party in the 18th Street Plaza. The City also partners with Old West Balloon Festival, Beef, Beans, and Bluegrass, Christmas Parade, and the Very Merry Market.

Mr. Carpenter also informed the City is certified as a Tree City USA and has been for over 30 years. One of the qualifications of the certification is to have a Parks, Cemetery and Tree Board and last year the City received a growth award. In conjunction with this award is the tree rebate program which is an incentive for the community to plant more trees.

He then introduced Mr. Dan Marshall and Ms. Megan Hayward who are members of the Parks,

Cemetery, and Tree Board. Mr. Marshall came forward and stated the parks are doing well. He is very encouraged, pleased with staffing, and is very excited to share ideas and see the fruition of those ideas.

Ms. Megan Hayward, also approached and gave a brief presentation of Cougar Park which will be a new addition north of Highway 26. The land, which was donated by Tim Reganis, with the intention of using it as a park, has been an ambition of the Parks Board and Rotary for quite some time. She then showed plans of the area that will cover close to 34,000 square feet, explaining the square footage of the donated land is comparable to other parks in the City and will have parking available.

Mr. Tom Schingle, Fire Chief, came forward to give the Fire Department 2025 Annual Report. This report details the activities, accomplishments, and operational changes over the year. Mr. Schingle started by highlighting changes and accomplishments that include the transition to the National Emergency Response Information System (NERIS) ahead of the January 1, 2026 deadline. The report includes a blend of legacy and new reporting formats, allowing for potential gaps due to the transition. Also, health and wellness initiatives were enhanced with new physicals that are more comprehensive giving a better understanding of the health of the department. Lastly, the department was able to upgrade the vehicle exhaust removal system to a much more friendly magnetic connection and added a system for Tower 1.

Concerning Fire Prevention and Life Safety, Mr. Schingle explained fire prevention saw significant improvements in inspections and public education in 2025, as 30 food trucks were inspected. They were also able to streamline fire and life safety inspections with the new records management system, achieving 60 inspections in three months. Compliance for fire systems remained around 90%.

Total calls for service decreased by 9.7% from 2,785 in 2024 to 2,515 in 2025. Rescue and Emergency Medical Service calls accounted for 56.34% of total calls and fire incidents decreased from 92 in 2024 to 45 in 2025.

In addition, the department successfully saved a significant amount of property from fire damage. Documented estimated property loss was \$191,440 with a pre-incident value of \$10,793,727. This amounts to approximately 98% of property saved from fire incidents.

In conclusion, Mr. Schingle evoked the Fire Department's 2025 accomplishments which included upgrading the exhaust removal and records management systems. They also participated in a multi-agency traffic incident management drill. In addition, two cardiac monitors and three thermal imaging cameras were purchased and their proudest accomplishment was partnering with Front Line Mobile Health for comprehensive medical evaluations for firefighters

Mr. Spencer presented the First Amendment to Water Tower Attachment Communication Site Agreement with Alltel Communications of Nebraska, Inc. d/b/a Verizon. He explained this Agreement allows Verizon to place their equipment on the water tower on 21st Avenue. If the Amendment is approved it will go into effect October 1, 2027, will be good for five years, renewing for an additional three, five-year periods. Also, the rent will increase 5% at the end of each subsequent renewal term. The first term it will increase to \$1,470/per month from \$1,399.

Council Member McKerrigan moved, seconded by Council Member Phillips to approve the First amendment to Water Tower Attachment Communication Site Agreement with Alltel Communications of Nebraska, Inc. d/b/a Verizon Wireless and authorize the Mayor to sign the Agreement, "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None.

Under Council Reports, Mr. Spencer informed he and Council Member Stricker will be going to the League Conference on February 23rd and 24th.

Council Member Phillips moved to adjourn the meeting at 7:41 p.m. The motion was seconded by Council Member McKerrigan, “YEAS,” Salomon, McKerrigan, Stricker, Vidlak, and Phillips “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 7.b

Council to approve the bid specifications for the replacement of the light pole arm, fixtures and appurtenances for the Pathway Bridge, and authorize the city clerk to advertise for bids to be received by 2:00 p.m. on March 24, 2026.

Staff Contact: Doug Gompert

Advertisement for Bids
City of Scottsbluff Pathway Bridge Light Pole Arm & Fixture Hail Repair

Owner: City of Scottsbluff
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the replacement of the light pole arm, fixtures and appurtenances for the Pathway Bridge for the City of Scottsbluff, will be received by Kimberley Wright, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) March 24, 2026, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Kimberley Wright
City Clerk

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 7.c

Council to approve the bid specifications for Avenue H & 11th Street Water Main Improvements, and authorize the city clerk to advertise for bids to be received by 2:00 p.m. on March 31, 2026.

Staff Contact: Doug Gompert

**Advertisement for Bids
City of Scottsbluff
Avenue H & 11th Street Water Main Improvements**

Owner: City of Scottsbluff

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the construction of the Avenue H & 11th Street Water Main Improvements, will be received by Kimberley Wright, City Clerk at the office of the City of Scottsbluff, Nebraska until 2:00 P.M., Mountain Time on March 31, 2026, and then at said office publicly opened and read aloud.

The project consists of the construction of 960 linear feet of 8-Inch Water Main and related work.

All bidders must be on the M.C. Schaff and Associates plan holders list in order to be considered a responsible bidder. Bidders will be added to the list once Contract Documents have been obtained.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Kimberley Wright
City Clerk

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 7.d

Council to approve the Downtown Scottsbluff Revitalization Guidelines and authorize the Mayor to sign the Financial Management Certification, CEST Checklist, and 24 CFR §58.6 – Other Requirements Checklist for the Scottsbluff Downtown Revitalization CDBG Grant.

Staff Contact: Sharaya DeSersa

City of Scottsbluff, Nebraska

Downtown Revitalization Program Guidelines

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PART I: PROGRAM OVERVIEW

Statement of Purpose

The purpose of the City of Scottsbluff’s Downtown Revitalization Program is to rehabilitate and revitalize the buildings and structures located in Scottsbluff’s historic downtown in order to support existing businesses, to provide a healthy, vibrant downtown district, and to attract new residents, new businesses and new investment.

The Program’s goals are:

- To prevent or eliminate slum and blight conditions by enhancing the aesthetic and historical qualities of the downtown district.
- To improve the economic potential of individual buildings and structures and the district as a whole and to strengthen property values.
- To create more desirable commercial and mixed-use buildings and structures.
- To protect residents, customers, and the physical environment by reducing life, health, and safety issues.
- To encourage investment and the location of more businesses and residents in the downtown district.

Funding Sources

Businesses choosing to submit improvement projects for this grant have agreed to pay the 25% cost share. Some will also contribute 100% of the labor costs as well as some volunteer contribution.

All participants in this Program will need to provide matching funds. More information about the required matching funds can be found in the Application Process section.

Participants are also encouraged to consult with the City and Nebraska’s State Historic Preservation Office (SHPO) to determine eligibility for other financing methods and means, including tax incentive programs. SHPO is available by calling 1 (800) 833-6747 or via email at hpnsht@nebraskahistory.org.

PART II: APPLICATION PROCESS

An application must be sought from the Scottsbluff City Hall. It is also attached to these guidelines and can be found online at Scottsbluff economic development page, https://www.scottsbluff.org/departments/economic_development/index.php. The proposed project will then be reviewed city staff and then referred to the Scottsbluff Community Redevelopment Authority (SCRA). If the SCRA feels it meets the requirements of the program, the funding request will be reserved on a first come, first serve basis. Applicants have six months to start work or the application becomes null and void unless an extension is granted by the SCRA.

Application Cycles and Deadline

After city staff approves an application's completeness, the application will be forwarded to the Scottsbluff Community Redevelopment Authority who will then review and approve or deny applications once a month. A signed & dated, "Notice to Proceed" will be provided to awarded applicants.

Maximum Grant Award

The maximum amount that may be awarded for any project is One Hundred Thousand Dollars (\$100,000). Applicants may request any award amount up to the One Hundred Thousand Dollar maximum. The SCRA may grant an award that is less than the amount requested.

Reimbursement Rate

- Reimbursement up to 75% with a maximum reimbursement of \$100,000 will be completed at project completion, based on invoices.

Matching Funds

Applicants must provide private matching or other leveraged funds in the amount of at least twenty five percent (25%) of the total project cost. Matching and other leveraged funds must be expended during the grant period. Applicants are responsible for all costs that exceed the proposed total project cost.

Additional Materials

All applications must include the project-specific documents listed on the Application Form and must provide the following additional materials:

- Property ownership documentation or a copy of the applicant's current lease and a letter from the property owner authorizing the application and the work to be performed.
- A completed Proposed Property Improvement Plan. Any proposed activities or improvements must be consistent with the City's Design Standards and Guidelines. The Property Improvement Plan shall include a construction drawing of the property with descriptions of proposed activities or improvements and showing the approximate locations.
- Color photographs of existing façade on all exposed sides.
- Color photographs of specific areas where requested improvements would occur.
- Submission of all federal compliance items, including submission of appropriate SAM verification.
- US Citizenship Attestation Form, if required.

Eligibility

To be eligible for an award, applicants must own an Eligible Property that is located within the geographic boundaries of the Eligible Project Area. Business entity applicants (*e.g.*, corporations, limited liability companies, and partnerships) must be authorized to transact business in the State of Nebraska and must have an active, valid registration with the Nebraska Secretary of State. Applicants applying as individuals or sole proprietors must be lawfully present in the United States and must complete the United States Citizenship Attestation Form provided

by the City. Applicants that are debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by a federal agency are ineligible to receive an award.

Eligible Properties

Eligible properties are commercial or mixed-use buildings or structures located within the Eligible Project Area. The principal use of the property must be a commercial use, which means at least fifty percent (50%) of the total square footage of the building or structure is intended or used for commercial purposes. Buildings or structures that are not structurally sound are not eligible properties.

Eligible Activities and Improvements

Program funds may only be used for the following eligible activities:

- The costs of building materials and construction labor for eligible façade improvements or to fix code violations.

Eligible façade improvements

- Eligible for façade improvements or to fix documented external code violations.
- Restoration, renovation, replacement, or reconstruction of signage, awnings, windows, or doors.
- Brick, stucco, masonry, and exterior surface repair or restoration for the purpose of historic preservation.
- Repair, restoration, or installation of historic decorative details and other design features such as pediments, cornices, lintels, and bulkheads.
- Painting when combined with window replacement or the repair or restoration of brick, stucco, or other exterior surfaces for historic preservation.
(Painting by itself is considered maintenance and program funds may not be used for maintenance activities.)
- Miscellaneous façade improvements that are reasonably similar to those listed above.

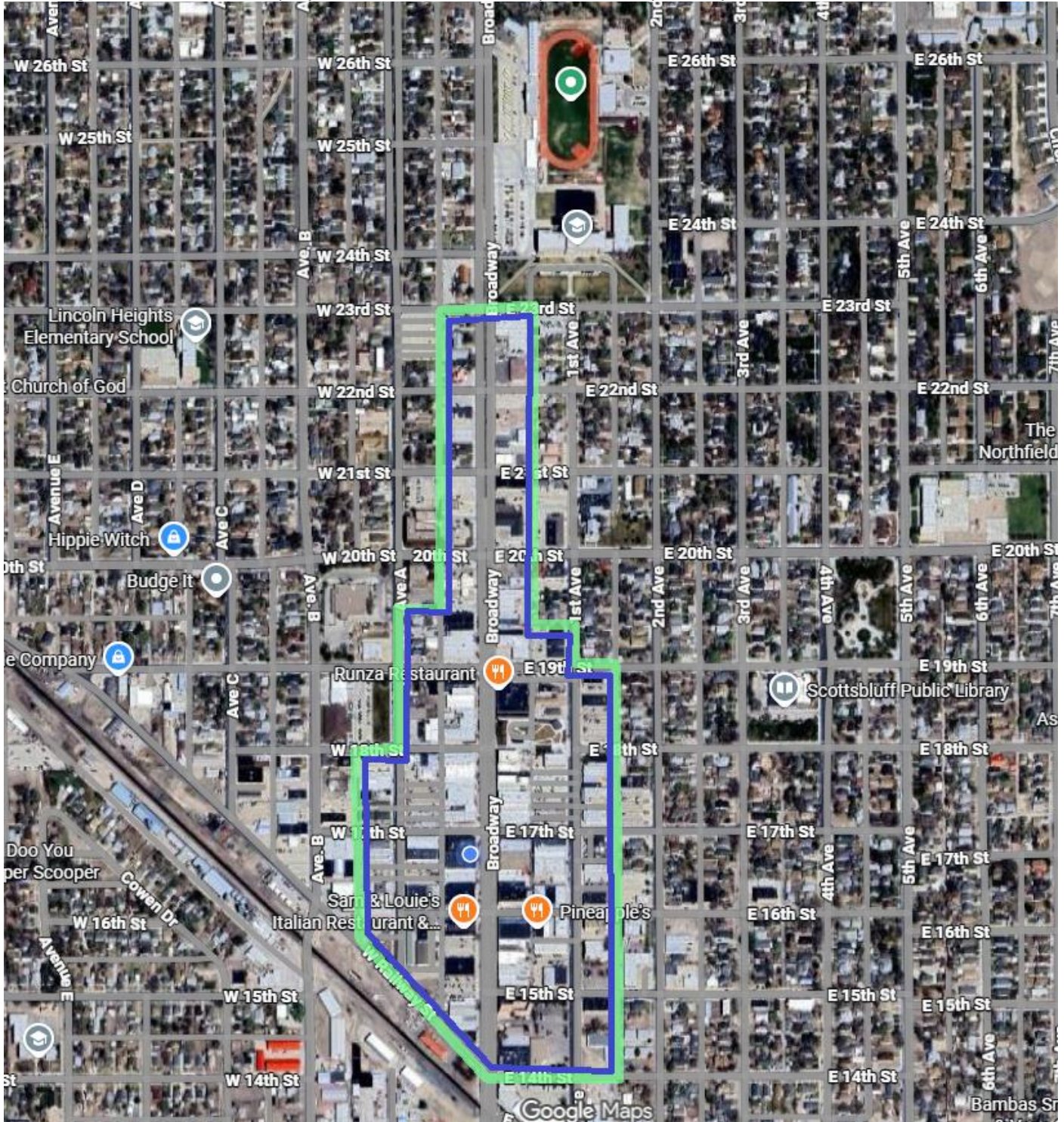
Fixing Code Violations

- Program funds may be used for costs associated with fixing municipal code violations.
- In order to be an eligible activity, the applicant must submit documentation from the City's Building Inspector that delineates the specific code violations and the required repairs.
- Code Violations must be document and exterior code violations must be addressed.

Any activities that may be considered maintenance are ineligible activities under federal regulations. All repairs, improvements, or other work done must conform to all state and local building codes and design standards or the activities or improvements will be declared ineligible.

Eligible Project Area

All projects must be located within the area specified in the map below. The boundaries of the project service area stretch from E 23rd Street, south to E 14th street, roughly .64 of a mile long. The boundaries east to west are roughly 1 to 2 blocks east and west of Broadway, roughly a quarter mile at its widest. The project perimeter encapsulates all slum and blight designated properties within the traditional downtown area. All buildings involved within the project area are commercially zoned and privately owned.



PART III: APPLICATION REVIEW PROCESS

Staff Review

City Staff will initially review applications for completeness and to ensure that all additional materials have been submitted. Incomplete applications will not be eligible for consideration. Applicants who submit incomplete applications before the close of the application cycle may be contacted about the deficiencies in their applications. Applications or parts of applications received after the cycle deadline will not be accepted.

City Staff will also verify property ownership/tenancy and check the status of property taxes, special assessments, or liens on the property, potential conflicts of interest, and building code/zoning compliance.

Scottsbluff Community Redevelopment Authority (SCRA)

After city staff approves an application's completeness, the application will be forwarded to the Scottsbluff Community Redevelopment Authority who will then review and approve or deny applications once a month. A signed & dated, "Notice to Proceed" will be provided to awarded applicants.

SCRA members have to apply for a seat on the board, and then are selected by the City Manager and approved by City Council. Current members are:

- Bill Trumbull (chair)
- Katie Camacho
- Maricia Marquez
- Mary Skiles
- William Knapper

Funds will be on a "First come, first serve" basis. If a point is reached where there are more applicants than funds remaining, the SCRA will prioritize them on the basis of the following criteria and the following order of importance.

- Visual Impact to the Downtown District through signage, awnings, and store front restoration as per design guidelines provided.
- Building Preservation
- Historic Restoration

Conflicts Between Contracts/Regulations/Guidelines

A conflict of interest arises when any of the following has a financial or other interest in the firm selected for award: an employee, officer, agent, or board member; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the foregoing or has a financial or other interest in, or stands to receive a tangible personal benefit from, an entity being considered for a contract.

No employee, officer, agent, or board member may solicit or accept gratuities, favors, or anything of monetary value from contractors. In the event of any conflicts between any provisions of these Program Guidelines, the Nebraska Department of Economic Development's CDBG Administration Manual, any grant contracts entered into between the City and the Nebraska Department of Economic Development or between the City and the Recipient, and any federal, state, or local laws or regulations, the most restrictive or specific provision shall apply.

Code Compliance Review

City Staff will review applications to determine if the proposed activities or improvements comply with the City's Commercial and Neighborhood Design Standards and other Building or Sign Regulations found in the City of Scottsbluff Municipal Code.

Structural Engineering Review

Buildings or structures that are not structurally sound are not eligible properties. The City Building Inspector may require a structural engineering review to determine if a building or structure is structurally sound. If a review is required, the applicant may use the services of the City's Engineer or may use another qualified firm. All costs of the review shall be paid by the applicant; however, if the application is selected for an award, any reasonable costs associated with the review and report will be included in the total project costs

Program Design Standards

Where practicable, building and structure facades should be restored to the original period design for the building or structure:

- All unique historical features must be retained.
- If practicable, deteriorated architectural features should be repaired rather than replaced. If replacement is necessary, new materials should match as closely as possible in design, color, texture, and other visual qualities to the original.
- All repairs, replacements, and improvements shall be designed, constructed, and maintained to complement and accent the original qualities, character, and architectural features of the building.
(The use of incompatible materials for reconstruction of facades is prohibited (for example: vinyl or metal siding, faux brick, asphalt or cedar shingles, plastic, fiberglass, and stucco.)
- Non-original or incompatible exterior materials, such as stucco, vinyl, and aluminum, should be removed whenever possible.
- All accessories, signs, and awnings shall harmonize with the overall character of the building and area. All color schemes shall accent the building, as well as harmonize with the historic character of adjacent buildings.
(Signs and awnings must comply with the City's Sign Regulations and should accentuate the period architecture.)
- Replacement windows, doors, and glass should be similar in size, color, and reflectivity to the original.
- All standards and guidelines in the City of Scottsbluff's Comprehensive Plan must be followed.

Priority Ranking and Selection Criteria

Priority shall be given to applications that propose activities or improvements that:

- Restore the building or structure facade in compliance with SHPO requirements.
- Bring the facade into conformance with the Program Design Standards

Notification of Selection or Non-selection

Within thirty (30) days of the decision of the Historic Preservation Board, the City will notify applicants of award selection or non-selection by an official. If the application was not selected for an award, the signed/dated notification will inform the applicant of the reason for non-selection.

PART IV: PROJECT IMPLEMENTATION

Grant Award Contract

The City and award Recipients will enter into a grant award contract to ensure that the Recipient agrees to the conditions of the Program and understands its rights and obligations, including those obligations required by the Nebraska Department of Economic Development.

The Recipient will be responsible for generating their own contracts, contracts, or other documents with any contractors or subcontractors hired by them. These contracts must be executed, and a copy provided to the City, prior to the disbursement of any grant funds. All contracts for rehabilitation work will be between the Recipient and their contractors or subcontractors; under no circumstances will the City enter into any contracts or other contracts with contractors or subcontractors.

Funding Terms

All awards will be structured as conditional grants, the repayment of which will be required if the conditions specified in the grant award contract are not met. These conditions generally require the Recipient to comply with all federal, state, and local laws, regulations, and program guidelines.

All rehabilitation work approved by the City under the Program must be completed within twelve months after the execution of the grant award contract unless an extension is granted by the Historic Preservation Board.

SHPO and Historic Preservation Review

For properties identified by SHPO as having historic relevance, the Property Improvement Plan shall be adjusted to incorporate any reasonable recommendations of SHPO into the planned project activities or improvements.

Notice to Proceed

The Recipient or its contractors must submit a copy of any required building, sign, or other city permits before a Notice to Proceed will be issued. Once all reviews are completed, all required program documents are signed/dated, and all city permits are obtained, the City will notify Recipients that their projects may begin. No project shall begin work prior to the date stated on the Notice to Proceed.

Procurement Process

All contractors and subcontractors performing work under this Program must be authorized to transact business in the State of Nebraska, must have an active, valid registration with the Nebraska Secretary of State, and must meet all applicable requirements of the Nebraska Contractor Registration Act. Contractors or subcontractors performing work as individuals or sole proprietors must be lawfully present in the United States and must complete the United States Citizenship Attestation Form. No contractor or subcontractor that has been debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by a federal agency or any applicable government debarment and suspension regulations may perform work as part of this Program.

Construction Process

The contractors must comply with the federal labor standards that must be followed and the required paperwork that is needed. All activities or improvements must comply with all applicable building codes, zoning ordinances, commercial and neighborhood design standards, and historic property requirements. Contractors are required to have inspections done by the Building Inspector whenever required by the City.

All grant funds will be disbursed as reimbursement for expenses incurred. Recipients must submit a copy of the invoice as well as verification of payment.

When it is determined that the quality of work is satisfactory to the Recipient and meets all city requirements, the City will reimburse the Recipient seventy five percent (75%) of the amount paid for eligible expenses up to the maximum amount of the grant award.

Compliance Review

Compliance with DBRA/SAM/E-Verify

Recipients and all contractors and subcontractors are required to comply with any applicable Davis- Bacon Wage Determinations, System for Award Management (SAM) requirements, and E-Verify requirements. It will be the responsibility of Recipients to ensure contractors and subcontractors are aware of these requirements.

Contractors are required to notify the City of the dates they will be working on the project site. The City will be on-site no less than one time for each contractor that has a contract exceeding \$2,000.00 and will conduct employee interviews to ensure compliance with Davis-Bacon Wage Rates.

For every week that a contractor or its employees are on the job, the contractor is required to submit Davis Bacon Payroll Certifications. These shall be submitted immediately after the applicable week ending date. No

requests for reimbursement will be processed until all payroll forms have been received by the City.

Compliance with Federal Laws and Regulations

This Program and any project activities undertaken as part of this Program will comply with all applicable federal laws and regulations, including, but not limited to, the Housing and Community Development Act of 1974, 24 CFR Part 570, the Davis-Bacon Act, the Copeland “Anti-Kickback” Act, Lead-Based Paint Poisoning Prevention Act, and the Civil Rights Act of 1964.

Compliance with State and Local Laws and Regulations

This Program and any project activities undertaken as part of this Program will comply with all applicable state and local laws and regulations, including, but not limited to, the Nebraska Civil Rights Act of 1969, the Nebraska Fair Employment Practices Act, Nebraska’s Uniform Energy Efficiency Standards, and all regulations and program guidelines adopted by the Nebraska Department of Economic Development.

Project Closeout

Final Inspection

A final inspection will be completed by the City prior to project closeout to ensure the project was completed in compliance with the grant contract and all applicable federal, state, and local laws, regulations, and guidelines.

Notification of Project Completion

Upon a successful final inspection, the City will review the project file to ensure all program requirements have been met. If so, the City will issue a notification of project completion and closeout. This includes before and after pictures of rehabilitation completed. Lastly, a Notice of Completion form will be signed and dated by applicant, affirming work is satisfactorily completed.

Façade Changes Post Completion

Participation in the City of Scottsbluff Downtown Revitalization program by an applicant is a stated contract of the recipient of DTR funds, that the completed project, its approved design and colors, etc., will remain intact and in place for a period of not less than five (5) years from the date of project completion. Changes to improved facades and signage prior to five years may trigger repayment of the forgivable loan (or a percentage thereof), as specified in contract with the City.

PART V: ADDITIONAL GUIDELINES

Grievance Procedures

All grievances or complaints regarding an award or non-award of funds must be submitted in writing to the City. A written response/determination will be provided to the aggrieved party within fifteen days after receipt of the grievance/complaint. If unsatisfied with the response/determination, the aggrieved party may appeal the decision in writing to the City Council for their consideration. The request for appeal must be received by the City within 15 calendar days of the initial decision. The City Council will set a hearing on the appeal within thirty calendar days after receipt of the request for appeal. Final written decision of the City Council will be provided to the aggrieved party within forty-five days after the hearing.

In the event of a dispute between the Recipient and a contractor or subcontractor, an independent mediator, agreed on by both parties, shall be selected. The mediator’s decision on the issue will be accepted as final by both parties.

Environmental Review

If required by federal or state regulations, properties will have a Tier II Environmental Review conducted. This review shall, at a minimum, include a review of onsite and nearby potential toxic substance contamination, the potential for adverse environmental impacts that disproportionately impact any minority or low-income populations within the community, and the impacts of the project activities on the historic nature of the property or adjacent structures. Finally, SHPO must be consulted with to ensure the integrity of historical buildings.

Process for Amending Program Guidelines

These Program Guidelines can be amended only after review and approval by the Nebraska Department of Economic Development and formal action by the SCRA.

Transference or Sale of Property

The Downtown Revitalization Program is a forgivable-loan program. Eligible improvements are permanent fixtures/improvements to a structure and as such any and all improvements remain a part of the structure in the event a sale is transacted between current and future owners. The five-year forgivable loan can be transferred by property owner at the time of a sale to the purchaser if approved by the City of Hastings. A request to transfer the forgivable loan shall be submitted to the Authorized Representative of the Downtown Revitalization Committee for review. If approved, a written notice of approval will be issued, dated and signed by the Authorized Representative of the Downtown Revitalization Committee. The loan will be prorated at 20% forgiven each year. Should a Forgivable Loan Recipient be required to repay any portion of the grant, those monies would be remitted to the Nebraska Department of Economic Development, immediately.

PART IV: CONTRACT & SIGNATURE

THE UNDERSIGNED, in applying for financial assistance from the City of Scottsbluff Downtown Revitalization Program:

- (i) agrees that, prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;
- (ii) attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,
- (iii) acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

By: _____
(Signature)

(Typed or Printed Name/Title)

(Date)

Application and Materials Checklist

REQUIRED DOCUMENTS FOR ALL PROJECTS

- A completed and signed Application Form.
- Signed Build America, Buy America (BABA) Compliance Form
- Property ownership documentation or a copy of the applicant's current lease and a letter from the property owner authorizing the application and the work to be performed.
- A Proposed Property Improvement Plan. Any proposed activities or improvements must be consistent with the City's Design Standards and Guidelines. The Property Improvement Plan shall include a construction drawing of the property with descriptions of proposed activities or improvements and showing the approximate locations.
- Color photographs of existing façade on all exposed sides.
- Color photographs of specific locations where requested improvements would occur.
- Two (2) bids/cost estimates from different independent contractors.

ADDITIONAL PROJECT-SPECIFIC DOCUMENTS FOR

SIGNS:

- Provide a color photo or rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Specify how and where the sign will be hung on the building.

FOR AWNINGS:

- Provide information about color and style of awning chosen (color photo or rendering preferred if available).
 - o Note: Awning design must take into account the architectural style of the building.
- Specify how and where the awning will be placed on building.

FOR WINDOWS AND DOORS:

- Provide details on windows or doors being replaced.
- Provide photo or rendering of desired windows or doors.

Additional descriptions or explanations, as needed:

Application Form

Date Submitted _____

Applicant Information Name _____

Building Owner Business Owner

Mailing Address _____

Phone Number _____ Email _____

Property Address _____

Business _____

Grant Type Facade Enhancement Grant Signage Incentive Grant

Project Description Please provide a detailed description of the proposed project.

Please provide supplemental information as required to thoroughly describe the proposed project:

Photographs Drawings Product Information Samples

Project Cost If applying for a Grant, provide the project costs and attach estimates from contractors and suppliers. Vendor | Description | Amount

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date reviewed _____ Approved Denied Deferred _____

Comments _____

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

City of Scottsbluff

25DTR004

CDBG Subrecipient

CDBG Number

2525 Circle Drive, Scottsbluff

Address

Scottsbluff,

NE **69361**

City

State Zip Code

David Welanko

308-633-3742

Contact Person

Telephone

FINANCIAL MANAGEMENT CERTIFICATION

Check "Yes" or "No" in the column to the left to indicate if your financial management system complies with these statements:

1. Does the financial management system provide for:

- | YES | NO | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) proper recording and accounting for all CDBG receipts? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (b) control over and accountability for all funds, property, and other assets? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (c) records that identify the source and use of funds? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (d) the expenditure of CDBG funds within five days of the receipt of funds? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (e) the application of program income to the CDBG fund? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (f) the disbursing of program income prior to making additional drawdowns? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (g) accounting records that are supported by source documents? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (h) a comparison of actual expenditures with amounts budgeted for activities within the grant? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (i) audits to be conducted in accordance with 2 CFR Part 200, Subpart F? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (j) audits of non-profit subrecipients to be conducted in accordance with 2 CFR Part 200, Subpart F? |

2. Are the individuals who are responsible for the financial management of the CDBG:

- | YES | NO | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | a) familiar with 2 CFR Part 200, Subpart E Treasury Circular 1075 (31 CFR Part 205)? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (b) aware that failure to comply these regulations will result in audit findings and the repayment of ineligible costs to the Department of Economic Development? |

I certify that the above responses are an accurate indication of the status of the financial management system which will be used for the Community Development Block Grant Funds.

SIGNATURE OF MAYOR/CHAIRPERSON

Betsy Vidlak **Mayor**

TYPED NAME

DATE

STATUTORY CHECKLIST

Use this worksheet only for projects that are CATEGORICALLY EXCLUDED SUBJECT TO (CEST) Related Federal Statutes and Authorities [24 CFR §58.35(a)]

GRANTEE: City of Scottsbluff **GRANT#** 25DTR004

A “Determination of Level of Review” form should be provided as a cover to this checklist.

This checklist is a component of the Environmental Review Record (ERR) [§58.38]. In addition the “Requirements listed at 24 CFR §58.6” form must also be completed. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

24 CFR §58.5 – NEPA-Related Federal Statutes and Authorities

DIRECTIONS – For each authority, check either Box “A” or “B” under “Status.”

“A box” The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to WHY the authority is not implicated, or HOW compliance is met; OR

“B box” The project requires an additional compliance step or action, including, but not limited to, consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

IMPORTANT: Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation, or Policy cited at 24 CFR §58.5	STATUS		Compliance Documentation
	A	B	
1. Air Quality [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project area w/in Scottsbluff NE is not in a nonattainment or maintenance status for any criteria pollutants. There are currently no designated nonattainment areas for any criteria pollutants in Nebraska. See Attachment #1. Qualified Data Source: www.epa.gov/airquality

<p>2. Airport Hazards (Clear Zones and Accident Potential Zones) [24 CFR 51D]</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Proposed project is compatible with airport hazards requirement as project zone is not within 15,000 FT/2.84 miles of a military airport and is < 2,500 FT/.473 miles from it's Municipal Airport which is over a mile away. Attachment 2, NEPAassist Mapping tool used.</p>
<p>3. Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>No coastal zone management programs exist in the States of HUD Region VII, as established by Nat'l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Management. No exhibit attached. Source: (http://www.ocrm.nos.noaa.gov/czm/czmsitelist.html)</p>
<p>4. Contamination and Toxic Substances [24 CFR 58.5(i)(2)]</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>The project is not located near any sites that might pose health and safety problems or are toxic clean-up sites that are presently under analysis or remediation. NEPA Assist mapping was used to identify hazardous waste, air pollution, water discharge, toxic releases, superfund sites, brownfields or other controlled toxic substances near the project site. While hazardous waste sites exist in the project area, a Tier II evaluation will determine that any participating businesses will not be located in close proximity to said sites. See Attachment #4 (NEPA Assist map). Qualified Data Source: NEPA Assist Tool</p>
<p>5. Endangered Species [50 CFR 402]</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The project will not impact any endangered species as it does not involve any activities that have a potential to affect species or habitats. The Nebraska Game & Parks Commission Conservation and Environmental Review Tool (CERT) program was utilized on February 20th, 2026, and the resulting report stated the following: "It is unlikely this project will negatively impact listed species or their designated critical habitat. Please review all the information provided in this document." See Attachment #5, Qualified Data Source: Cert Report</p>

6. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project will not create an adverse impact – therefore, there are no environmental justice issues. No exhibit attached. Qualified Data Source: Project Description and Determination of Level of Review (DLR). www.ejscreen.epa.gov
7. Explosive and Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project involves rehabilitation of existing businesses and does not include development, construction, rehabilitation that will increase residential densities, or conversion and therefore the requirements at 24 CFR 51C are not applicable to the project. Site surveyed by PADD Grant Manager, David Welanko and Scottsbluff Economic Development Director, Sharaya DeSersa. 07/30/2025
8. Farmland Protection [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Consulted website; www.websoilsurvey.nrcs.usda.gov Documentation shows project site is not located on land being converted from farmland use. See Attachment 8
9. Floodplain Management [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The NRD currently has no available data for flood maps in Scottsbluff County – NE. FIRM Maps are provided, Attachment 9, and show that none of the project area falls under a 100 or 500 year flood zone. Entirety of Project Area is classified as “Zone C,” areas of minimal flooding.

<p>10. Historic Preservation [36 CFR 800] State Historic Preservation Office and Tribal Historic Preservation Office or Tribal contacts [24 CFR Part 58] https://egis.hud.gov/TDAT/</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>A TIER II evaluation will be conducted as sites are identified. The Section 106 review process will include the grantee determining whether or not any building or site proposed for infrastructure; rehabilitation; or other activities is historic in nature and whether or not there are other historic resources adjacent to the site that may be impacted by the activities selected by the grantee. Once the determination is made, the grantee will take several photographs the site(s) selected, draft a letter to the Nebraska State Historic Preservation Officer (SHPO) requesting concurrence on the grantee’s determination, and send this information to the SHPO. The grantee will then wait for the SHPO response letter to determine if the SHPO concurs on the sub-recipient’s determination and to determine whether or not additional consultation is needed with the SHPO. If a historic property is selected for the program, the grantee will work with the SHPO in ensuring that the appropriate work is completed on the property in compliance with Section 106 review process.</p>
<p>11. Noise Control [24 CFR 51B]</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The project does not involve any noise sensitive uses as the project does not include residential development but will be used for rehabilitation of existing businesses within the project zone previously detailed which resides in the downtown district. Therefore, the threshold requirements of 24 CFR 51 are not triggered, and no further action is required. No exhibit attached. Qualified Data Source: Project Description.</p>
<p>12. Water Quality (Sole Source Aquifers) [40 CFR 149]</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The project is not located in an area where water is secured from a sole source aquifer, no sole source aquifers exist in EPA Region VII (which includes Nebraska). Attachment 12. Qualified Data Source: Project Description & https://epa.maps.arcgis.com/apps/webappviewer/index.html</p>

13. Wetland Protection [24 CFR 55, Executive Order 11990]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Consulted website https://www.fws.gov/program/nationalwetlands-inventory/wetlands-mapper ; The project involves rehabilitation of existing businesses and does not include development, construction, rehabilitation that will increase residential densities, or conversion and thus no adverse impact will be had on existing river. Attachment 13
14. Wild and Scenic Rivers [36 CFR 297]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Consulted website https://www.rivers.gov/map ; Documentation from website shows no wild nor scenic rivers located in Project Area. See Attachment 14.

DETERMINATION:

- Box “A” has been checked for all authorities.** The project can convert to Exempt, per §58.34(a)(12), since the project does not require any further compliance measure (e.g. consultation, mitigation, permit, or approval) with respect to any law or authority cited at §58.5. Complete Finding of Exempt Activity and document in writing per §58.34(a)(12) & (b); OR
- Box “B” has been checked for one or more authorities.** The project cannot convert to Exempt since one or more authorities require compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7015.15), and obtain HUD’s Authority to Use Grant Funds (HUD-7015.16) per §§58.70 & 58.71 before committing funds: OR
- The unusual circumstances of this project may result in a significant environmental impact. The project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

David Welanko
 Preparer Name

 Preparer Signature

Date: _____

Betsy Vidlak
 RE Certifying Officer Name

 RE Certifying Officer Signature

Date: _____

24 CFR §58.6 – OTHER REQUIREMENTS

Use this worksheet for projects that are EXEMPT, CATEGORICALLY EXCLUDED SUBJECT TO (CEST), and CATEGORICALLY EXCLUDED NOT SUBJECT TO (CENST) Related Federal Statutes and Authorities.

This 58.6 Form is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

1. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES NOTIFICATION [24 CFR Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone?

No. Cite or attach Source Documentation: The project only involves the rehabilitation facades with in the downtown limits of the City of Scottsbluff, NE. No sale or acquisition to occur. [Project complies with 24 CFR 51.303(a)(3).]

Yes. Notice must be provided to the buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in the ERR.

2. COASTAL BARRIERS RESOURCES ACT [Coastal Barrier Improvement Act of 1990 (16 USC 3501)]

Is the project located in a coastal barrier resource area?

No. Cite or attach Source Documentation: No CBRA's in Nebraska according to
<http://www.fema.gov/nfip/cobra.shtm> [Proceed with project.]

Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT [Flood Disaster Protection Act of 1973, as amended (42 USC 4001-4128)]

Does the project involve acquisition, construction, or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area (SFHA)?

No. Cite or attach Source Documentation: No, the project does not involve acquisition, construction or rehabilitation of structures located in a FEMA identified Special Flood Hazard Area (SFHA) <https://msc.fema.gov> ; See Attachment #9 [Proceed with project.]

Yes. Cite or attach Source Documentation: _____
Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

Yes. Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

No. Federal assistance may not be used in the Special Flood Hazard Area.

David Welanko _____
Preparer Name Preparer Signature Date

Betsy Vidlak _____
RE Certifying Officer Name RE Certifying Officer Signature Date

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 7.e

Council to acknowledge receipt of Petition for Annexation, along with Resolution No. 1-2026, from Sanitary Improvement District No. 8. to the City of Scottsbluff.

Staff Contact: Kevin E Spencer

PETITION FOR ANNEXATION

WHEREAS, on February 19, 2026 at 6:00 p.m. the Board of Trustees of Sanitary Improvement District No. 8 conducted a special meeting concerning the issue of submitting a petition for annexation of the property within the boundaries of the Sanitary Improvement District No. 8 to the City of Scottsbluff.

WHEREAS, notice was given to all property owners and residents of Sanitary Improvement District No. 8 by letter, first-class postage pre-paid, on December 31, 2025 of a special meeting to be held on February 3, 2026.

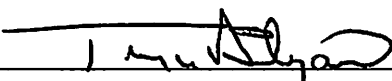
WHEREAS, the meeting was held pursuant to said notice on February 3, 2026 at 6:00 p.m. at the Scotts Bluff Country Club, 5014 Avenue I, Scottsbluff, Nebraska. At such meeting the residents and property owners within Sanitary Improvement District No. 8 were given an opportunity to comment both in favor and against the proposition concerning the petition for annexation.

A notice of the February 19, 2026 special meeting of the Board of Trustees of Sanitary Improvement District No. 8 was published in the Star Herald, a publication of general circulation within the district on February 12, 2026.

Attached hereto as Exhibit A is a copy of the Resolution adopted at the meeting on February 19, 2026.

WHEREFORE, based upon the proceedings conducted by Sanitary Improvement District No. 8 and the Resolution adopted by the Board of Trustees on February 19, 2026, request is made of the City of Scottsbluff, Nebraska to annex the properties within the boundaries of Sanitary Improvement District No. 8.

Dated: 2/19/26


Chairman

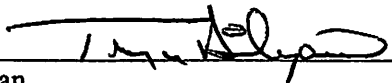
**RESOLUTION
1-2026**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SANITARY IMPROVEMENT DISTRICT NO. 8 OF SCOTTS BLUFF COUNTY, NEBRASKA, AS FOLLOWS:


Section 1: Pursuant to Neb. Rev. Stat. §31-781 et seq. Sanitary Improvement District No. 8 requests annexation of it's lands and properties by the City of Scottsbluff, Nebraska;

Section 2: The Board Chairman is directed to submit a Petition for Annexation to the City of Scottsbluff before March 1, 2026 and to perform and direct all other requirements in support of the Petition.

This Resolution is adopted this 19th day of February, 2026.



Chairman



Clerk

City of Scottsbluff, Nebraska
Monday, March 2, 2026
Regular Meeting

Item 7.f

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

Staff Contact: Lane Kizzire



Expense Approval Report

By Vendor Name

Post Dates 2/19/2026 - 3/2/2026

Description (Payable)	Account Name	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	399.64
		399.64
Fund 713 - CASH & INVESTMENT POOL Total:		399.64
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total: 399.64		
Vendor: 10212 - AKAJRV 314, LLC		
Fund: 321 - CRA		
TIF AULICK 1-31-26	TIF PASS THRU - INTEREST	4,376.11
		4,376.11
Fund 321 - CRA Total:		4,376.11
Vendor 10212 - AKAJRV 314, LLC Total: 4,376.11		
Vendor: 06891 - ANDERSON-SHAW CONSTRUCTION, INC		
Fund: 511 - CAPITAL PROJECTS FUND		
CEMETERY OFFICE BUILDING	STRUCTURES	23,174.25
		23,174.25
Fund 511 - CAPITAL PROJECTS FUND Total:		23,174.25
Vendor 06891 - ANDERSON-SHAW CONSTRUCTION, INC Total: 23,174.25		
Vendor: 10586 - ANNA GAMBOA		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	980.00
CONTRACTUAL	CONTRACTUAL SERVICES	700.00
CONTRACTUAL	CONTRACTUAL SERVICES	700.00
CONTRACTUAL	CONTRACTUAL SERVICES	1,100.00
		3,480.00
Fund 111 - GENERAL Total:		3,480.00
Vendor 10586 - ANNA GAMBOA Total: 3,480.00		
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	325.00
		325.00
Fund 631 - WASTEWATER Total:		325.00
Vendor 00295 - B & H INVESTMENTS, INC Total: 325.00		
Vendor: 01599 - BENZEL PEST CONTROL		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	262.50
		262.50
Fund 631 - WASTEWATER Total:		262.50
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	262.50
		262.50
Fund 641 - WATER Total:		262.50
Vendor 01599 - BENZEL PEST CONTROL Total: 525.00		
Vendor: 10729 - BERLET JONATHEN		
Fund: 111 - GENERAL		
EVID CASH-POL	MISCELLANEOUS	750.00
		750.00
Fund 111 - GENERAL Total:		750.00
Vendor 10729 - BERLET JONATHEN Total: 750.00		
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	584.10
Monthly Energy Bill	HEATING FUEL	434.77
Monthly Energy Bill	HEATING FUEL	131.94
Monthly Energy Bill	HEATING FUEL	434.76
Monthly Energy Bill	HEATING FUEL	561.49
Monthly Energy Bill	HEATING FUEL	1,067.54

Expense Approval Report

Post Dates: 2/19/2026 - 3/2/2026

Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	104.62
Monthly Energy Bill	HEATING FUEL	117.71
Fund 111 - GENERAL Total:		3,436.93
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	1,925.76
Fund 212 - STREETS Total:		1,925.76
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	756.49
Fund 621 - ENVIRONMENTAL SERVICES Total:		756.49
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	198.92
Fund 641 - WATER Total:		198.92
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		6,318.10
Vendor: 10724 - BLISS KAREY		
Fund: 111 - GENERAL		
LEGAL FEES-POL	LEGAL FEES	20.00
Fund 111 - GENERAL Total:		20.00
Vendor 10724 - BLISS KAREY Total:		20.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont.Srvcs	CONTRACTUAL SERVICES	186.37
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	240.56
Fund 111 - GENERAL Total:		426.93
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		426.93
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE	PHONE & INTERNET	39.94
CELL PHONES-POL	PHONE & INTERNET	1,408.86
Fund 111 - GENERAL Total:		1,448.80
Fund: 213 - CEMETERY		
CELL PHONE	PHONE & INTERNET	39.94
Fund 213 - CEMETERY Total:		39.94
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,488.74
Vendor: 10722 - CIPRIANO MIRANDA		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	2,080.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,080.00
Vendor 10722 - CIPRIANO MIRANDA Total:		2,080.00
Vendor: 00484 - CITY OF GERING		
Fund: 661 - STORMWATER		
USGS JOINT FUND-2025	CONTRACTUAL SERVICES	1,978.90
Fund 661 - STORMWATER Total:		1,978.90
Vendor 00484 - CITY OF GERING Total:		1,978.90
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	577.00
Fund 111 - GENERAL Total:		577.00
Vendor 01976 - CLARK PRINTING LLC Total:		577.00
Vendor: 10726 - CLAY STEVEN		
Fund: 111 - GENERAL		
LEGAL FEES-POL	LEGAL FEES	20.00
Fund 111 - GENERAL Total:		20.00
Vendor 10726 - CLAY STEVEN Total:		20.00

Expense Approval Report

Post Dates: 2/19/2026 - 3/2/2026

Description (Payable)	Account Name	Amount
Vendor: 10118 - COLLABORATIVE SUMMER LIBRARY PROGRAM		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	883.18
		Fund 111 - GENERAL Total:
		883.18
Vendor 10118 - COLLABORATIVE SUMMER LIBRARY PROGRAM Total:		
883.18		
Vendor: 10354 - CORNERSTONE BANK		
Fund: 321 - CRA		
TIF 26 GROUP EAST 1-31-26	TIF PASS THRU - INTEREST	5,501.04
TIF 26 GROUP WEST 1-31-26	TIF PASS THRU - INTEREST	2,616.50
		Fund 321 - CRA Total:
		8,117.54
Vendor 10354 - CORNERSTONE BANK Total:		
8,117.54		
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	275.85
		Fund 713 - CASH & INVESTMENT POOL Total:
		275.85
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:		
275.85		
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	383.48
EQUIP MAINT	EQUIPMENT MAINTENANCE	272.18
		Fund 631 - WASTEWATER Total:
		655.66
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:		
655.66		
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	437.63
DEPT SUP	DEPARTMENT SUPPLIES	422.65
		Fund 641 - WATER Total:
		860.28
Vendor 09767 - CROELL INC Total:		
860.28		
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	19.74
Monthly Long Distance	PHONE & INTERNET	5.64
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
		Fund 111 - GENERAL Total:
		40.89
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.58
		Fund 212 - STREETS Total:
		6.58
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	0.94
		Fund 213 - CEMETERY Total:
		0.94
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.47
		Fund 224 - ECONOMIC DEVELOPMENT Total:
		0.47
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.89
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1.89

Expense Approval Report

Post Dates: 2/19/2026 - 3/2/2026

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	1.89
		Fund 631 - WASTEWATER Total:
		1.89
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
		Fund 641 - WATER Total:
		1.89
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.47
		Fund 661 - STORMWATER Total:
		0.47
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
		Fund 721 - GIS SERVICES Total:
		0.47
		Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:
		55.49
Vendor: 08687 - DELGADO LUPE		
Fund: 111 - GENERAL		
CONSULTING-POL	CONSULTING SERVICES	25.00
		Fund 111 - GENERAL Total:
		25.00
		Vendor 08687 - DELGADO LUPE Total:
		25.00
Vendor: 09703 - DOCU-SHRED LLC		
Fund: 111 - GENERAL		
64 GALLON CONTAINER - SHR...	CONTRACTUAL SERVICES	80.00
		Fund 111 - GENERAL Total:
		80.00
		Vendor 09703 - DOCU-SHRED LLC Total:
		80.00
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	246.00
		Fund 641 - WATER Total:
		246.00
		Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:
		246.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	97.37
		Fund 641 - WATER Total:
		97.37
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:
		97.37
Vendor: 10347 - FIRST NATIONAL BANK OF OMAHA		
Fund: 321 - CRA		
TIF REGANIS 1-31-26	TIF PASS THRU - INTEREST	4,465.46
		Fund 321 - CRA Total:
		4,465.46
		Vendor 10347 - FIRST NATIONAL BANK OF OMAHA Total:
		4,465.46
Vendor: 10547 - FIRST NATL BANK OF OMAHA		
Fund: 321 - CRA		
TIF KERSCH 1-31-26	TIF PASS THRU - INTEREST	1,102.43
		Fund 321 - CRA Total:
		1,102.43
		Vendor 10547 - FIRST NATL BANK OF OMAHA Total:
		1,102.43
Vendor: 10436 - FIRST STATE BANK - GOTHENBURG		
Fund: 321 - CRA		
TIF YOLO 1-31-26	TIF PASS THRU - INTEREST	2,519.77
		Fund 321 - CRA Total:
		2,519.77
		Vendor 10436 - FIRST STATE BANK - GOTHENBURG Total:
		2,519.77
Vendor: 10728 - GALINDO SANTIAGO		
Fund: 111 - GENERAL		
EVID CASH-POL	MISCELLANEOUS	1.00
		Fund 111 - GENERAL Total:
		1.00
		Vendor 10728 - GALINDO SANTIAGO Total:
		1.00

Expense Approval Report

Post Dates: 2/19/2026 - 3/2/2026

Description (Payable)	Account Name	Amount
Vendor: 10727 - GARCIA CHRISTY		
Fund: 111 - GENERAL		
EVID CASH-POL	MISCELLANEOUS	290.12
		Fund 111 - GENERAL Total:
		290.12
		Vendor 10727 - GARCIA CHRISTY Total:
		290.12
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACUAL	CONTRACTUAL SERVICES	1,000.00
		Fund 111 - GENERAL Total:
		1,000.00
		Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:
		1,000.00
Vendor: 10627 - GREAT AMERICA FINANCIAL SERVICES CORPORATION		
Fund: 111 - GENERAL		
Cont. Srvc.	CONTRACTUAL SERVICES	436.72
		Fund 111 - GENERAL Total:
		436.72
		Vendor 10627 - GREAT AMERICA FINANCIAL SERVICES CORPORATION Total:
		436.72
Vendor: 10442 - GROUND SOLUTIONS		
Fund: 511 - CAPITAL PROJECTS FUND		
SPECIAL PROJECT	EQUIPMENT	4,950.00
		Fund 511 - CAPITAL PROJECTS FUND Total:
		4,950.00
		Vendor 10442 - GROUND SOLUTIONS Total:
		4,950.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	2,275.17
		Fund 641 - WATER Total:
		2,275.17
		Vendor 04371 - HAWKINS, INC. Total:
		2,275.17
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,126.21
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,126.21
WITHHOLDINGS	FICA W/H EE PAYABLE	19,117.75
WITHHOLDINGS	FICA W/H EE PAYABLE	19,117.75
WITHHOLDINGS	FED W/H EE PAYABLE	29,570.21
		Fund 713 - CASH & INVESTMENT POOL Total:
		78,058.13
		Vendor 08154 - INTERNAL REVENUE SERVICE Total:
		78,058.13
Vendor: 10457 - JERRY STRICKER		
Fund: 111 - GENERAL		
SCHOOL & CONF J STRICKER	SCHOOL & CONFERENCE	369.00
		Fund 111 - GENERAL Total:
		369.00
		Vendor 10457 - JERRY STRICKER Total:
		369.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	24.99
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		24.99
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	25.00
		Fund 631 - WASTEWATER Total:
		25.00
		Vendor 06131 - JOHN DEERE FINANCIAL Total:
		49.99
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	200.41
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	14.99
PORTABLE EQUIPMENT BATT...	DEPARTMENT SUPPLIES	199.99
PORTABLE EQUIPMENT BATT...	DEPARTMENT SUPPLIES	1,898.91
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	13.99
GROUND MAINT PARK	GROUNDS MAINTENANCE	39.18

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Description (Payable)	Account Name	Amount
REMOVE TAX FROM INVOICE ...	DEPARTMENT SUPPLIES	-99.00
GREASE FOR GENERAL MAINT...	DEPARTMENT SUPPLIES	6.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-10.45
		Fund 111 - GENERAL Total: 2,265.01
 Fund: 212 - STREETS		
SUPP - GREASE GUN KIT & BA...	DEPARTMENT SUPPLIES	390.33
SUPP - GREASE GUN KIT & BA...	DEPARTMENT SUPPLIES	-390.33
SUPP - GREASE GUN KIT	DEPARTMENT SUPPLIES	389.98
		Fund 212 - STREETS Total: 389.98
		Vendor 08067 - JOHN DEERE FINANCIAL Total: 2,654.99
 Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	52.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	12.14
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	133.52
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	24.54
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2,935.49
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	11.64
		Fund 111 - GENERAL Total: 3,170.32
		Vendor 09474 - JOHN DEERE FINANCIAL Total: 3,170.32
 Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
PROF SERV JAN 2026	CONTRACTUAL SERVICES	1,800.00
PROF SERV JAN 2026	CONTRACTUAL SERVICES	2,230.00
		Fund 111 - GENERAL Total: 4,030.00
 Fund: 215 - SPECIAL PROJECTS		
23 HAILSTORM - OVERPASS LI...	INSURED REPAIRS/REPLACE	10,267.50
		Fund 215 - SPECIAL PROJECTS Total: 10,267.50
		Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total: 14,297.50
 Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	4,891.86
		Fund 631 - WASTEWATER Total: 4,891.86
		Vendor 09760 - MACQUEEN EQUIPMENT INC Total: 4,891.86
 Vendor: 10410 - MARK CHRISMAN TRUCKING INC		
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	28,047.00
		Fund 631 - WASTEWATER Total: 28,047.00
		Vendor 10410 - MARK CHRISMAN TRUCKING INC Total: 28,047.00
 Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 111 - GENERAL		
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	350.00
		Fund 111 - GENERAL Total: 350.00
		Vendor 05099 - MARKETING CONSULTANTS Total: 350.00
 Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 641 - WATER		
RENT - MACHINES	RENT-MACHINES	52.83
		Fund 641 - WATER Total: 52.83
		Vendor 08317 - MATHESON TRI-GAS INC Total: 52.83
 Vendor: 07588 - MATTHEW M. HUTT		
Fund: 111 - GENERAL		
J HINEBAUCH - POST CON OFF...	CONTRACTUAL SERVICES	450.00
		Fund 111 - GENERAL Total: 450.00
		Vendor 07588 - MATTHEW M. HUTT Total: 450.00

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Description (Payable)	Account Name	Amount
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	12.49
STATION - FURNACE AIR FILTE...	BUILDING MAINTENANCE	97.68
DEPT SUPP PARK	DEPARTMENT SUPPLIES	46.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	636.51
DEPT SUPP PARK	DEPARTMENT SUPPLIES	121.94
STATION - SHEVLING, ORGANI...	DEPARTMENT SUPPLIES	810.20
RETRUN HEX BOLTS, HEX NUT...	DEPARTMENT SUPPLIES	-55.17
STATION - FASTENERS FOR O...	DEPARTMENT SUPPLIES	83.10
BLDG MAINT PARK	BUILDING MAINTENANCE	415.86
BLDG MAINT PARK	BUILDING MAINTENANCE	577.42
		Fund 111 - GENERAL Total: 2,746.91
Fund: 212 - STREETS		
SUPP - RECIP SAW BLADES	DEPARTMENT SUPPLIES	23.96
		Fund 212 - STREETS Total: 23.96
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	38.11
		Fund 213 - CEMETERY Total: 38.11
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	60.66
DEPT SUP	DEPARTMENT SUPPLIES	6.74
DEPT SUP	DEPARTMENT SUPPLIES	3.77
DEPT SUP	DEPARTMENT SUPPLIES	-34.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	33.97
DEPT SUP	DEPARTMENT SUPPLIES	30.10
DEPT SUP	DEPARTMENT SUPPLIES	41.30
DEPT SUP	DEPARTMENT SUPPLIES	3.90
DEPT SUP	DEPARTMENT SUPPLIES	13.51
		Fund 621 - ENVIRONMENTAL SERVICES Total: 158.96
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	60.66
DEPT SUP	DEPARTMENT SUPPLIES	6.75
DEPT SUP	DEPARTMENT SUPPLIES	3.76
DEPT SUP	DEPARTMENT SUPPLIES	-35.00
DEPT SUP	DEPARTMENT SUPPLIES	39.98
DEPT SUP	DEPARTMENT SUPPLIES	-39.98
DEPT SUP	DEPARTMENT SUPPLIES	30.10
DEPT SUP	DEPARTMENT SUPPLIES	41.30
DEPT SUP	DEPARTMENT SUPPLIES	3.91
DEPT SUP	DEPARTMENT SUPPLIES	13.52
		Fund 631 - WASTEWATER Total: 125.00
		Vendor 07628 - MENARDS, INC Total: 3,092.94
Vendor: 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER		
Fund: 111 - GENERAL		
MEMBERSHIP-POL	MEMBERSHIPS	200.00
		Fund 111 - GENERAL Total: 200.00
		Vendor 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER Total: 200.00
Vendor: 10380 - MIDTOWN ANIMAL HOSPITAL P.C.		
Fund: 215 - SPECIAL PROJECTS		
K9 VET-POL	DEPARTMENT SUPPLIES	65.90
		Fund 215 - SPECIAL PROJECTS Total: 65.90
		Vendor 10380 - MIDTOWN ANIMAL HOSPITAL P.C. Total: 65.90

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Description (Payable)	Account Name	Amount
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
CONTRACTUAL CC	CONTRACTUAL SERVICES	39.99
		Fund 111 - GENERAL Total:
		39.99
		Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:
		39.99
 Vendor: 10719 - NATIONAL SIGN COMPANY LLC		
Fund: 212 - STREETS		
SUPP - ROAD MARKERS, CHA...	DEPARTMENT SUPPLIES	2,761.75
SUPP - POST CAPS, SIGN BLAN...	DEPARTMENT SUPPLIES	3,091.31
		Fund 212 - STREETS Total:
		5,853.06
		Vendor 10719 - NATIONAL SIGN COMPANY LLC Total:
		5,853.06
 Vendor: 09304 - NCMA		
Fund: 111 - GENERAL		
K SPENCER 2026 MEMBERSHIP	MEMBERSHIPS	701.64
		Fund 111 - GENERAL Total:
		701.64
		Vendor 09304 - NCMA Total:
		701.64
 Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,664.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		1,664.00
		Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
		1,664.00
 Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAXES	SALES TAX PAYABLE	66.02
		Fund 111 - GENERAL Total:
		66.02
Fund: 631 - WASTEWATER		
TAXES	SALES TAX PAYABLE	16,108.52
		Fund 631 - WASTEWATER Total:
		16,108.52
Fund: 641 - WATER		
TAXES	SALES TAX PAYABLE	2,491.13
		Fund 641 - WATER Total:
		2,491.13
Fund: 661 - STORMWATER		
TAXES	SALES TAX PAYABLE	1,093.40
		Fund 661 - STORMWATER Total:
		1,093.40
		Vendor 00797 - NE DEPT OF REVENUE Total:
		19,759.07
 Vendor: 09927 - NEBRASKA BANK		
Fund: 321 - CRA		
TIF ELITE 1-31-26	TIF PASS THRU - INTEREST	16,803.27
		Fund 321 - CRA Total:
		16,803.27
		Vendor 09927 - NEBRASKA BANK Total:
		16,803.27
 Vendor: 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION		
Fund: 111 - GENERAL		
MEMBERSHIP DUES- ZACH D	MEMBERSHIPS	50.00
		Fund 111 - GENERAL Total:
		50.00
		Vendor 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION Total:
		50.00
 Vendor: 09359 - NEBRASKA PRINTWORKS, LLC		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	831.37
CONTRACTUAL SVC	CONTRACTUAL SERVICES	212.67
CONTRACTUAL SVC	CONTRACTUAL SERVICES	144.88
		Fund 641 - WATER Total:
		1,188.92
		Vendor 09359 - NEBRASKA PRINTWORKS, LLC Total:
		1,188.92

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Description (Payable)	Account Name	Amount
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRIC	ELECTRIC POWER	14,780.34
ELECTRIC	ELECTRIC POWER	170.90
		Fund 631 - WASTEWATER Total:
		14,951.24
Fund: 641 - WATER		
ELECTRIC	ELECTRIC POWER	4,454.43
ELECTRIC	ELECTRIC POWER	2,337.46
		Fund 641 - WATER Total:
		6,791.89
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:
		21,743.13
Vendor: 09876 - OWEN DEVELOPMENT, LLC		
Fund: 321 - CRA		
TIF OWEN 1-31-26	TIF PASS THRU - INTEREST	1,309.37
		Fund 321 - CRA Total:
		1,309.37
		Vendor 09876 - OWEN DEVELOPMENT, LLC Total:
		1,309.37
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	120.00
SAMPLES	SAMPLES	120.00
		Fund 641 - WATER Total:
		240.00
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:
		240.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	6,300.56
		Fund 111 - GENERAL Total:
		6,300.56
		Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:
		6,300.56
Vendor: 10203 - PIVO, INC.		
Fund: 321 - CRA		
TIF PIVO 1-31-26	TIF PASS THRU - INTEREST	1,802.97
		Fund 321 - CRA Total:
		1,802.97
		Vendor 10203 - PIVO, INC. Total:
		1,802.97
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - CRA		
TIF FAIRFIELD INN 1-31-26	TIF PASS THRU - PRINCIPAL	3,562.11
TIF FAIRFIELD INN 1-31-26	TIF PASS THRU - INTEREST	7,078.46
TIF MTL 1-31-26	TIF PASS THRU - INTEREST	748.88
TIF PVB 1-31-26	TIF PASS THRU - INTEREST	4,157.94
TIF SCOOTERS 1-31-26	TIF PASS THRU - INTEREST	239.36
		Fund 321 - CRA Total:
		15,786.75
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	11,243.12
HEALTH SAVINGS ACCT	HSA ER PAYABLE	6,885.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		18,128.12
		Vendor 01276 - PLATTE VALLEY BANK Total:
		33,914.87
Vendor: 09807 - POLYDYNE INC		
Fund: 631 - WASTEWATER		
CHEMICALS	CHEMICALS	5,641.90
		Fund 631 - WASTEWATER Total:
		5,641.90
		Vendor 09807 - POLYDYNE INC Total:
		5,641.90
Vendor: 00471 - PRO OVERHEAD DOOR		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	35.75
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		35.75

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	35.75
		Fund 631 - WASTEWATER Total: 35.75
		Vendor 00471 - PRO OVERHEAD DOOR Total: 71.50
 Vendor: 07838 - QUADIEN LEASING USA INC		
Fund: 111 - GENERAL		
RENT-MACH-POL	RENT-MACHINES	267.03
		Fund 111 - GENERAL Total: 267.03
		Vendor 07838 - QUADIEN LEASING USA INC Total: 267.03
 Vendor: 10645 - RAPID FIRE PROTECTION IN		
Fund: 111 - GENERAL		
BLDG MAINT-POL	BUILDING MAINTENANCE	675.00
BLDG MAINT-POL	BUILDING MAINTENANCE	675.00
		Fund 111 - GENERAL Total: 1,350.00
		Vendor 10645 - RAPID FIRE PROTECTION IN Total: 1,350.00
 Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	6,510.41
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	3,238.90
		Fund 812 - HEALTH INSURANCE Total: 9,749.31
		Vendor 04089 - REGIONAL CARE INC Total: 9,749.31
 Vendor: 00798 - REGISTER OF DEEDS		
Fund: 111 - GENERAL		
LEGAL FEES-DS	LEGAL FEES	52.00
FINAL PLAT-CLEMENS REINHA...	LEGAL FEES	22.00
LEGAL FEES-DS	LEGAL FEES	10.00
FINAL PLAT-FIVE WINDS	LEGAL FEES	22.00
		Fund 111 - GENERAL Total: 106.00
 Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
		Fund 213 - CEMETERY Total: 40.00
		Vendor 00798 - REGISTER OF DEEDS Total: 146.00
 Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC		
Fund: 215 - SPECIAL PROJECTS		
CONTRACTUAL	CONTRACTUAL SERVICES	218,320.06
		Fund 215 - SPECIAL PROJECTS Total: 218,320.06
 Fund: 321 - CRA		
TIF ROCKSTEP 1-31-26	TIF PASS THRU - INTEREST	1,122.97
		Fund 321 - CRA Total: 1,122.97
		Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total: 219,443.03
 Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	75.50
		Fund 713 - CASH & INVESTMENT POOL Total: 75.50
		Vendor 00026 - S M E C Total: 75.50
 Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
		Fund 713 - CASH & INVESTMENT POOL Total: 280.00
		Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total: 280.00

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Description (Payable)	Account Name	Amount
Vendor: 10167 - SCB IBEW 1597 UNION DUES		
Fund: 713 - CASH & INVESTMENT POOL		
SCB IBEW 1597 UNION DUES	IBEW UNION DUES EE PAY	406.32
		Fund 713 - CASH & INVESTMENT POOL Total: 406.32
		Vendor 10167 - SCB IBEW 1597 UNION DUES Total: 406.32
 Vendor: 00503 - SCB TENT & AWNING		
Fund: 111 - GENERAL		
ENGINE 1 HOSE BED VELCRO ...	DEPARTMENT SUPPLIES	69.50
		Fund 111 - GENERAL Total: 69.50
		Vendor 00503 - SCB TENT & AWNING Total: 69.50
 Vendor: 00734 - SCOTT WALTON		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	136.50
		Fund 111 - GENERAL Total: 136.50
		Vendor 00734 - SCOTT WALTON Total: 136.50
 Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-POL	LEGAL FEES	321.00
		Fund 111 - GENERAL Total: 321.00
		Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total: 321.00
 Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
		Fund 713 - CASH & INVESTMENT POOL Total: 975.00
		Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total: 975.00
 Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 212 - STREETS		
BRUNER BUNCH LLC PD 315	CONTRACTUAL SERVICES	1,350.00
		Fund 212 - STREETS Total: 1,350.00
		Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total: 1,350.00
 Vendor: 01031 - SIMON CONTRACTORS		
Fund: 511 - CAPITAL PROJECTS FUND		
CONCRETE FOR EAST PAD REP... STRUCTURES		2,465.50
		Fund 511 - CAPITAL PROJECTS FUND Total: 2,465.50
		Vendor 01031 - SIMON CONTRACTORS Total: 2,465.50
 Vendor: 10725 - SLATER LAURA		
Fund: 111 - GENERAL		
LEGAL FEES-POL	LEGAL FEES	20.00
		Fund 111 - GENERAL Total: 20.00
		Vendor 10725 - SLATER LAURA Total: 20.00
 Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	1,010.64
		Fund 111 - GENERAL Total: 1,010.64
		Vendor 00513 - SNELL SERVICES INC. Total: 1,010.64
 Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-POL	CONTRACTUAL SERVICES	14.00
INVESTIGATIONS-POL	INVESTIGATIVE EXPENSES	90.18
		Fund 111 - GENERAL Total: 104.18
		Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total: 104.18

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Description (Payable)	Account Name	Amount
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	127.00
		<u>127.00</u>
		Fund 641 - WATER Total: 127.00
		Vendor 00054 - STATE HEALTH LAB Total: 127.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-POL	CONTRACTUAL SERVICES	735.00
		<u>735.00</u>
		Fund 111 - GENERAL Total: 735.00
		Vendor 01235 - STATE OF NE. Total: 735.00
Vendor: 09879 - STERKEL JONATHAN W		
Fund: 215 - SPECIAL PROJECTS		
SPECIAL PROJECT TREE REMO...	GRANT EXPENSE	48,900.00
		<u>48,900.00</u>
		Fund 215 - SPECIAL PROJECTS Total: 48,900.00
		Vendor 09879 - STERKEL JONATHAN W Total: 48,900.00
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	219.20
		<u>219.20</u>
		Fund 111 - GENERAL Total: 219.20
		Vendor 00677 - TERRY D SCOTT Total: 219.20
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVESTIGATION SUPPL-POL	INVESTIGATIVE EXPENSES	457.91
INVESTIGATION SUPPL-POL	INVESTIGATIVE EXPENSES	9.50
		<u>467.41</u>
		Fund 111 - GENERAL Total: 467.41
		Vendor 01325 - THE PEAVEY CORP Total: 467.41
Vendor: 01337 - TWIN CITY ROOFING & SHEETMETAL, INC		
Fund: 215 - SPECIAL PROJECTS		
Insur. Rep.	INSURED REPAIRS/REPLACE	812.00
		<u>812.00</u>
		Fund 215 - SPECIAL PROJECTS Total: 812.00
Fund: 631 - WASTEWATER		
BUILDING MAINT	BUILDING MAINTENANCE	113.46
		<u>113.46</u>
		Fund 631 - WASTEWATER Total: 113.46
Fund: 641 - WATER		
BUILDING MAINT	BUILDING MAINTENANCE	113.47
		<u>113.47</u>
		Fund 641 - WATER Total: 113.47
		Vendor 01337 - TWIN CITY ROOFING & SHEETMETAL, INC Total: 1,038.93
Vendor: 09865 - UNION BANK & TRUST		
Fund: 111 - GENERAL		
DEFERRED COMP PLAN 12-31-...	CONTRACTUAL SERVICES	174.00
		<u>174.00</u>
		Fund 111 - GENERAL Total: 174.00
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	10,175.15
RETIREMENT	REGULAR RETIRE EE PAY	10,933.90
RETIREMENT	DEFERRED COMP EE PAY	483.61
RETIREMENT	DEFERRED COMP EE PAY	950.00
RETIREMENT	DEFERRED COMP EE PAY	2,059.76
RETIREMENT	RETIRE FIRE EE PAYABLE	5,355.53
RETIREMENT	RETIRE FIRE EE PAYABLE	6,684.10
RETIREMENT	RETIRE POLICE EE PAY	10,046.22
RETIREMENT	RETIRE POLICE EE PAY	10,693.17
		<u>57,381.44</u>
		Fund 713 - CASH & INVESTMENT POOL Total: 57,381.44
		Vendor 09865 - UNION BANK & TRUST Total: 57,555.44

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Post Dates: 2/19/2026 - 3/2/2026

Description (Payable)	Account Name	Amount
Vendor: 10723 - WEST JESSICA		
Fund: 111 - GENERAL		
LEGAL FEES-POL	LEGAL FEES	20.00
		Fund 111 - GENERAL Total:
		20.00
		Vendor 10723 - WEST JESSICA Total:
		20.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
		Fund 713 - CASH & INVESTMENT POOL Total:
		738.08
		Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:
		738.08
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	25.74
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		25.74
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	25.73
		Fund 631 - WASTEWATER Total:
		25.73
		Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:
		51.47
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	34.84
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.98
GROUND MAINT PARK	GROUNDS MAINTENANCE	87.56
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.98
		Fund 111 - GENERAL Total:
		174.36
		Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:
		174.36
		Grand Total:
		675,307.82

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	38,830.84	66.02
212 - STREETS	9,549.34	0.00
213 - CEMETERY	118.99	0.00
215 - SPECIAL PROJECTS	278,365.46	0.00
224 - ECONOMIC DEVELOPMENT	0.47	0.00
321 - CRA	57,406.64	0.00
511 - CAPITAL PROJECTS FUND	30,589.75	0.00
621 - ENVIRONMENTAL SERVICES	3,083.82	0.00
631 - WASTEWATER	71,210.51	16,108.52
641 - WATER	14,947.37	2,491.13
661 - STORMWATER	3,072.77	1,093.40
713 - CASH & INVESTMENT POOL	158,382.08	158,382.08
721 - GIS SERVICES	0.47	0.00
812 - HEALTH INSURANCE	9,749.31	9,749.31
Grand Total:	675,307.82	187,890.46

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	66.02	66.02
111-52111-141	DEPARTMENT SUPPLIES	2,914.52	0.00
111-52111-142	DEPARTMENT SUPPLIES	350.00	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,007.43	0.00
111-52163-142	INVESTIGATIVE EXPENSES	557.59	0.00
111-52223-151	PROGRAMMING	1,460.18	0.00
111-52311-114	MEMBERSHIPS	701.64	0.00
111-52311-115	MEMBERSHIPS	50.00	0.00
111-52311-142	MEMBERSHIPS	200.00	0.00
111-52999-142	MISCELLANEOUS	1,041.12	0.00
111-53111-111	CONTRACTUAL SERVICES	2,860.00	0.00
111-53111-112	CONTRACTUAL SERVICES	624.00	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-121	CONTRACTUAL SERVICES	2,230.00	0.00
111-53111-141	CONTRACTUAL SERVICES	700.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,749.56	0.00
111-53111-151	CONTRACTUAL SERVICES	1,723.09	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53121-142	CONSULTING SERVICES	25.00	0.00
111-53211-121	LEGAL FEES	106.00	0.00
111-53211-142	LEGAL FEES	401.00	0.00
111-53421-141	BUILDING MAINTENANCE	772.68	0.00
111-53421-142	BUILDING MAINTENANCE	675.00	0.00
111-53421-151	BUILDING MAINTENANCE	1,010.64	0.00
111-53421-171	BUILDING MAINTENANCE	993.28	0.00
111-53441-111	EQUIPMENT MAINTENA...	240.56	0.00
111-53441-171	EQUIPMENT MAINTENA...	3,336.15	0.00
111-53451-171	VEHICLE MAINTENANCE	219.20	0.00
111-53471-171	GROUNDS MAINTENAN...	213.54	0.00
111-53521-111	HEATING FUEL	584.10	0.00
111-53521-141	HEATING FUEL	434.77	0.00
111-53521-142	HEATING FUEL	566.70	0.00
111-53521-151	HEATING FUEL	561.49	0.00
111-53521-171	HEATING FUEL	1,067.54	0.00
111-53521-172	HEATING FUEL	222.33	0.00
111-53561-111	PHONE & INTERNET	3.29	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00
111-53561-114	PHONE & INTERNET	0.47	0.00
111-53561-115	PHONE & INTERNET	0.47	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53561-121	PHONE & INTERNET	2.35	0.00
111-53561-141	PHONE & INTERNET	3.29	0.00
111-53561-142	PHONE & INTERNET	1,428.60	0.00
111-53561-151	PHONE & INTERNET	5.64	0.00
111-53561-171	PHONE & INTERNET	42.29	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53631-142	RENT-MACHINES	267.03	0.00
111-53711-113	SCHOOL & CONFERENCE	369.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,267.00	0.00
212-53111-212	CONTRACTUAL SERVICES	1,350.00	0.00
212-53521-212	HEATING FUEL	1,925.76	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
213-52111-213	DEPARTMENT SUPPLIES	38.11	0.00
213-53211-213	LEGAL FEES	40.00	0.00
213-53561-213	PHONE & INTERNET	40.88	0.00
215-52111-142	DEPARTMENT SUPPLIES	65.90	0.00
215-52931-111	INSURED REPAIRS/REPL...	11,079.50	0.00
215-53111-111	CONTRACTUAL SERVICES	218,320.06	0.00
215-54991-213	GRANT EXPENSE	48,900.00	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
321-57221-111	TIF PASS THRU - PRINCIP...	3,562.11	0.00
321-57222-111	TIF PASS THRU - INTERE...	53,844.53	0.00
511-54311-141	STRUCTURES	2,465.50	0.00
511-54311-213	STRUCTURES	23,174.25	0.00
511-54411-171	EQUIPMENT	4,950.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	2,325.44	0.00
621-53521-621	HEATING FUEL	756.49	0.00
621-53561-621	PHONE & INTERNET	1.89	0.00
631-21311	SALES TAX PAYABLE	16,108.52	16,108.52
631-52111-631	DEPARTMENT SUPPLIES	211.48	0.00
631-52611-631	CHEMICALS	5,641.90	0.00
631-53111-631	CONTRACTUAL SERVICES	587.50	0.00
631-53421-631	BUILDING MAINTENANCE	113.46	0.00
631-53441-631	EQUIPMENT MAINTENA...	5,547.52	0.00
631-53461-631	FACILITY REPAIRS	28,047.00	0.00
631-53531-631	ELECTRIC POWER	14,951.24	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
641-21311	SALES TAX PAYABLE	2,491.13	2,491.13
641-52111-641	DEPARTMENT SUPPLIES	860.28	0.00
641-52117-641	SAMPLES	613.00	0.00
641-52411-641	POSTAGE	97.37	0.00
641-52611-641	CHEMICALS	2,275.17	0.00
641-53111-641	CONTRACTUAL SERVICES	1,451.42	0.00
641-53421-641	BUILDING MAINTENANCE	113.47	0.00
641-53521-641	HEATING FUEL	198.92	0.00
641-53531-641	ELECTRIC POWER	6,791.89	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-53631-641	RENT-MACHINES	52.83	0.00
661-21311	SALES TAX PAYABLE	1,093.40	1,093.40
661-53111-661	CONTRACTUAL SERVICES	1,978.90	0.00
661-53561-661	PHONE & INTERNET	0.47	0.00
713-21512	MEDICARE W/H EE PAY...	10,252.42	10,252.42
713-21513	FICA W/H EE PAYABLE	38,235.50	38,235.50
713-21514	FED W/H EE PAYABLE	29,570.21	29,570.21
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	280.00	280.00
713-21519	IBEW UNION DUES EE P...	406.32	406.32
713-21524	SMEC EE PAYABLE	75.50	75.50

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21527	WAGE ATTACHMENT EE ...	675.49	675.49
713-21528	REGULAR RETIRE EE PAY	21,109.05	21,109.05
713-21529	DEFERRED COMP EE PAY	3,493.37	3,493.37
713-21531	RETIRE FIRE EE PAYABLE	12,039.63	12,039.63
713-21533	RETIRE POLICE EE PAY	20,739.39	20,739.39
713-21539	CHILD SUPPORT EE PAY	2,402.08	2,402.08
713-21541	HSA EE PAYABLE	11,243.12	11,243.12
713-21741	HSA ER PAYABLE	6,885.00	6,885.00
721-53561-721	PHONE & INTERNET	0.47	0.00
812-53862-112	CLAIMS EXPENSE	6,510.41	6,510.41
812-53863-112	FLEXIBLE BENFT EXPENS...	3,238.90	3,238.90
	Grand Total:	675,307.82	187,890.46

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	557,626.19	187,890.46
1420152999142	1,041.12	0.00
2122152111	65.90	0.00
21552931111	10,267.50	0.00
3121757222	4,465.46	0.00
3121857221	3,562.11	0.00
3121857222	7,078.46	0.00
3121957222	1,122.97	0.00
3122057222	16,803.27	0.00
3122157222	1,309.37	0.00
3122257222	4,157.94	0.00
3122357222	5,501.04	0.00
3122457222	1,802.97	0.00
3122557222	239.36	0.00
3122657222	4,376.11	0.00
3122757222	2,519.77	0.00
3122857222	748.88	0.00
3122957222	2,616.50	0.00
3123057222	1,102.43	0.00
5001054991	48,900.00	0.00
6002053561	0.47	0.00
	Grand Total:	675,307.82

UTILITY REFUNDS 3-2-26

Account #	Contact	Service Address	Refund Amount
075-7163-00	M0081 21ST CENTURY WA	619 S BELTLINE EAST SCOTTSBLUFF NE 69361	185.14
080-0183-01	SAUL T ESPARZA	301 E OVERLAND SCOTTSBLUFF NE 69361	82.64
2			\$267.78

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 8.a

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class A Liquor License for RBJE, LC d/b/a The Dugout, 17 E. 16th Street, Scottsbluff, NE.

Staff Contact: Kimberley Wright

Agenda Statement

Item No.

For meeting of: March 2, 2026

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class A Liquor License for RBJE, LC d/b/a The Dugout, 17 East 16th Street, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

Exhibit #1 – Application of RBJE, LC d/b/a The Dugout, 17 East 16th Street, Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes No Further Instructions

Jennifer Urdiales
2125 Avenue N
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 147306

LICENSE TYPE EXHIBIT 1 Class A Beer On Sale Only	APPLICATION DATE RECEIVED 2026-01-23
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME RBJE LC	LICENSEE TYPE Corporation
DOING BUSINESS AS The Dugout	CORPORATE NUMBER
INCORPORATION DATE 2023-09-15	
CORRESPONDENCE ADDRESS 2125 Avenue N, Scottsbluff, NE 69361	
MAILING ADDRESS	
PHYSICAL ADDRESS 17 E 16th St, Scottsbluff, NE 69361	
CONTACT NAME Jennifer Urdiales	PREFERRED CONTACT METHOD Email
CONTACT PHONE (308) 641-8013	ALTERNATE PHONE
FAX	EMAIL jennifer@thedugoutsb.com
CORPORATE STRUCTURE	

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Jennifer Urdiales	President		100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Bowling Alley/Center/Pool Hall

PREMISES NAME

The Dugout

OPERATOR

Jennifer Urdiales

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

17 E 16th St, Scottsbluff, Nebraska, 69361

MAILING ADDRESS

2125 Avenue N, Scottsbluff, NE 69361

CONTACT NAME

Jennifer Urdiales

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 641-8013

ALTERNATE PHONE

FAX

EMAIL

Jennifer@thedugoutsb.com

PREMISES MANAGER

Jennifer Urdiales

PREMISES MANAGER EMAIL

jennifer@thedugoutsb.com

QUESTIONS

Class A Beer On Sale Only

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L 74'10" x W 45'6" - 1 story

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

No

9. What date do you intend to open for business?

05/01/2025

10 What are the anticipated hours of operation?

Open by appointment generally; appointments available no earlier than 8am-or later than 10 pm, 7 days a week

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

First National Bank of Omaha

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

Yes

Martin Urdiales - Spouse

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank of Omaha

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

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

N/A

18 Has the premises location been previously licensed within the last 2 years?

No

19 Are you applying for a Temporary Operating Permit?

No

20 Is the lease or deed for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

21 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Jennifer Urdiales

23 What is the manager's address?

2125 Avenue N, Scottsbluff, NE 69361

24 What is the manager's phone number?

308-641-8013

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Scotts Bluff

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

jennifer@thedugoutsb.com

27 Is the manager married?

Yes

Martin Urdiales - martin@thedugoutsb.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Business plan for liquor license - Google Docs.pdf	
Lease / Deed / Purchase Agreement	Lease Agreement - USDA (1).pdf	Lease agreement to RBJE
Lease / Deed / Purchase Agreement	Warranty Deed.pdf	Warranty Deed in personal names
Premises Description & Diagram	Doc.pdf	Simple sketch of premises
Premises Description & Diagram	URDIALES-DUGOUT-8.pdf	Full layout with details of premises
Privacy Act Statement	Fingerprint forms.pdf	Privacy Act Fingerprint forms

APPLICANT

Jennifer Urdiales

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being

violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

I, Jennifer Urdiales, am the Sole Proprietor of RBJE, LC dba The Dugout.

The Dugout is an indoor batting cage facility, located at 17 E 16th St, Scottsbluff, NE 69361. The Dugout officially opened to the public on 5/1/2025.

The facility is generally open by appointment only. We use an online booking system that requires customers, aged 19 and older, to register an online account. The online account allows them to add minors to their account to grant them permission to use the facility. Appointments are available 7 days a week, and the hours available to book vary by staffing. In general, appointment times range from 9am to 8pm MT.

There are times we are open for walk-in's as well; although online booking is prioritized and recommended.

Our facility features 2 fully netted batting cages, equipped with pitching machines, tees, baseballs/softballs and a pitching mound. Pitching machines may only be operated by adults, aged 19 and older. Our facility also has a gallery space, with table seating for 25 people, and additional casual chairs for others. Our occupancy limit is 92, as designated by the local ordinances, so we have room to grow.

We sell concession items, such as typical ballpark fare, as well as grab and go soft drinks, and baked goods.

We offer party rentals for special events, which includes a timed rental, with or without batting cages. We are seeking a liquor license to allow us to sell beer and seltzer to adults who may be in attendance at adult-only events, as well as special events we would like to host, such as cornhole tournaments, karaoke nights, Holiday parties, and other various events.

Initially, we would like to test out sales of the alcohol to private party rentals and special events, as generally speaking, patrons come in for 30-60 minutes at a time, and on a day to day basis may not wish to purchase a drink when they are only there for a short time. I wish not to have a restriction on what events I can serve at, but we are a family friendly location, and don't see the need to have alcohol sales all the time.

As far as staffing, myself and Martin Urdiales (my husband) have the key to the office, which is locked when we are not on site. We will store the alcohol in the office, when it is not being offered for sale. We will adhere to all local and state laws as it pertains to the sale and handling of alcohol.

LEASE AGREEMENT

PARTIES

This Lease Agreement (hereinafter referred to as the "Agreement") is entered into on 12/28/2023 (the "Effective Date"), by and between Martin R Urdiales and Jennifer B Urdiales, (hereinafter referred to as the "Lessor") and RBJE, LC, (hereinafter referred to as the "Lessee") (collectively referred to as the "Parties").

PREMISES, USE AND OCCUPANCY

The premises that are to be leased by the Lessor are located at (address) 17 & 19 E 16th Street, Scottsbluff, NE 69361 with legal description:

Lot 3, Block 7, Subdivision of Lots 5 and 6, Block 7, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, AND Lot 4, EXCEPT the East 6" (6 inches), Block 7, Subdivision of Lots 5 and 6, Block 7, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

are to be used for commercial operation of "The Dugout", a recreational facility.

TERM AND COMPENSATION

This Agreement will be valid for a period of 25 years. The lease payments are to be paid by the Lessee to the Lessor as semi-annual payments of \$8,000 each, due in June and December of each calendar year, beginning with the 1st payment being due in June 2024.

UTILITIES

The Lessee hereby agrees to pay for all utilities and any other services during the period of the lease.

IMPROVEMENTS

The Lessor permits the Lessee to make the necessary renovations and energy efficiency improvements to the premises as needed to operate their commercial business. All permanent improvements shall be reviewed by the Lessor prior to installation by the Lessee.

SIGNATURE AND DATE

The parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

OWNERS (LESSOR)

[Signature]

12-27-23

Martin R Urdiales

Date

Jennifer Urdiales

12-27-2023

Jennifer B Urdiales

Date

TENANTS (LESSEE)

Jennifer Urdiales

12/27/2023

by

Jennifer Urdiales -owner

RBJE, LC

Date

Authorized Signature (print name)



2023-3994

NUM PAGES 1
 DOC TAX \$225.00 CHG _____
 FEES \$10.00 CHG _____
 TOTAL \$235.00
 REC'D Title Express Services
 RET _____

NUM INDEX _____
 COMPUTER EN
 PICTURED _____
 IMAGED _____

NEBRASKA DOCUMENTARY
 STAMP TAX
 Oct 13, 2023
 \$ 225.00 By JBauer

RECORDED
 SCOTTS BLUFF COUNTY, NE
 Date Oct 13, 2023 Time 12:22 PM

Inst. 2023-3994
Jean A. Bauer
 REGISTER OF DEEDS
 ELECTRONICALLY RECORDED

Return recorded instrument to: Title Express Services, 2122 Broadway, Scottsbluff, NE 69361

WARRANTY DEED

Michael B. Harden, Jr. and Rikki Harden, a married couple, Grantors, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to Martin R. Urdiales and Jennifer B. Urdiales, a married couple, as Joint Tenants with Rights of Survivorship (JTWROS), not as Tenants in Common, Grantees, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Scotts Bluff County, Nebraska:

Lot 3, Block 7, Subdivision of Lots 5 and 6, Block 7, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, AND Lot 4, EXCEPT the East 6" (6 inches), Block 7, Subdivision of Lots 5 and 6, Block 7, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska


GRANTOR covenants with GRANTEE that GRANTOR:

1. is lawfully seised of said premises and that they are free from encumbrances, excepting easements, restrictions, reservations, and rights-of-way of record;
2. has good right and lawful authority to convey the same; and,
3. warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 11 day of October, 2023.

[Signature]
 Michael B. Harden, Jr., Grantor
[Signature]
 Rikki Harden, Grantor

STATE OF Florida)
) ss.
 COUNTY OF Brevard)

 **Allan Turberville**
 Notary Public
 State of Florida
 Comm# HH103713
 Expires 3/11/2025

The foregoing instrument was acknowledged before me on this 11 day of October, 2023, by Michael B. Harden, Jr. and Rikki Harden, a married couple, Grantors.

[Signature]
 Notary Public

My Commission Expires: 3/11/2025

Nebraska Secretary of State

RBJE, LC

Fri Jan 23 12:33:56 2026

SOS Account Number

2309322372

Status

Active

Principal Office Address

2125 AVE N
SCOTTSBLUFF, NE 69361
USA

Registered Agent and Office Address

JENNIFER B URDIALES
2125 AVE N
SCOTTSBLUFF, NE 69361

Designated Office Address

2125 AVE N
SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Sep 15 2023

Next Report Due Date

Jan 01 2027

Associated Entities

Account Number	Name	Type	Status
2311352935	THE DUGOUT	Trade Name	Active

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Sep 15 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Oct 30 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Biennial Report	Jan 17 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

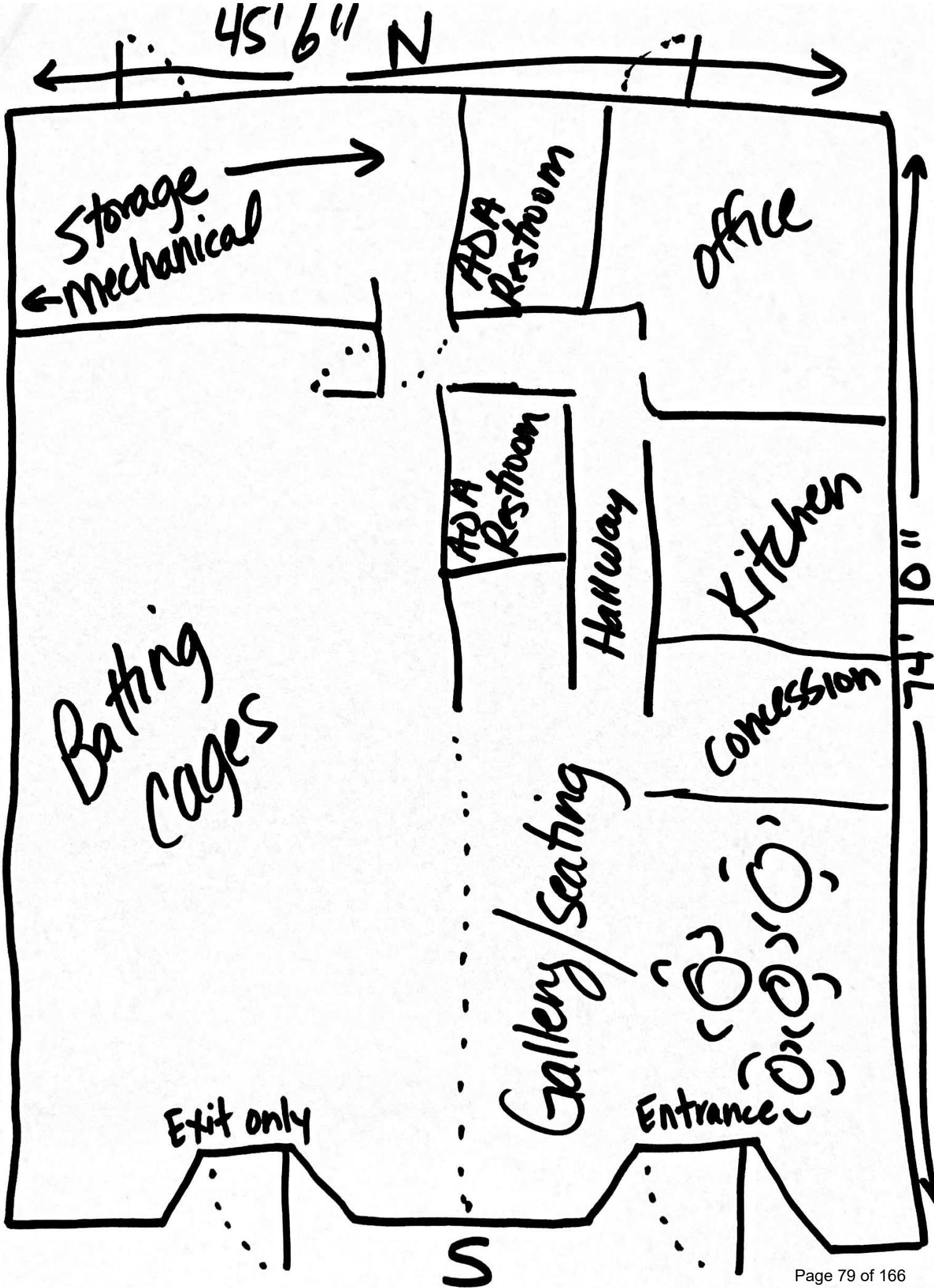
Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

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[↑ Back to Top](#)



CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2022)

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

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

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

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

*OTHER COUNCIL CONCERNS



Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Krisa Brass, Chief of Police
Date: 2/26/2026
Re: Application for a Class A Liquor License (Beer On Sale) – RBJE LC: The Dugout, 17 East 16th Street, Scottsbluff, NE 69361.

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

COMMENTARY

53-132: Section 2

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

A background check was conducted for Jennifer Urdiales. Jennifer is listed as an owner and as the liquor license manager. Jennifer has nothing in her criminal history that would disqualify her from obtaining a liquor license.

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

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

On Wednesday, February 25, 2026, Jennifer and her husband (Martin Urdiales) appeared in person before the Liquor License Holders Investigatory Board to discuss their application. Jennifer and Martin currently own and run The Dugout. They have been booking parties for special events and feel like offering beer would be an appropriate addition. Jennifer stressed she wants The Dugout to remain a family friendly facility and it is not meant to be a bar scene. Jennifer and Martin have both completed the TIPS training. Any employees who would be working special events or authorized to make alcohol sales would also be required to take the training. Jennifer and Martin have a zero-tolerance approach to compliance failures. Their policy will be to check all ID's.

The applicants appear able and willing to conform to language within the Nebraska Liquor Control Act.

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

- (D) The Dugout has cameras on the interior and exterior of the building. One of the cameras points to the register and area where beer would be stored in a cooler. The alcohol inventory would be kept in a locked office. Only Jennifer and Martin would have access.

The applicants appear committed to complying with all the Nebraska Liquor Control Act provisions, requirements, rules, and regulations.

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

The hours of operation are currently by appointment. The appointments are available from 8:00AM-10:00 PM, seven days a week. Private parties can be booked. In the future, Jennifer and Martin would like to host other special events and activities like dodgeball and cornhole.

Oversight and accountability regarding the sale of alcoholic beverages will be a priority for the applicant.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 17 East 16th Street, Scottsbluff, NE. I would not anticipate any issues with its location.

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

Other area businesses with liquor licenses allow for on and offsite sales.

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

Although no recent traffic studies have been completed regarding motor vehicle traffic in the general area, the traffic flow and pedestrian traffic are not of concern. Street parking is available in the area and a public parking lot is within walking distance.

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

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 20,000 calls for service, not including traffic citations, during 2025. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is complex. Compliance checks remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad jurisdiction generally precludes any particular focus in the city.

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

Adequate staffing, training, and close supervision of patrons are essential. Management's cooperation with the Police Department will help eliminate or diminish potential problems with violations.

For your consideration,


Krisa Brass

Frank Eats, LLC d/b/a Taco De Oro

2601 Avenue I

Hotel/Motel

Holiday Inn Express (Virk Hospitality)

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern

20 West 18th Street

Bob's Garage & Bar

1907 Broadway

RSK Frontside, LLC dba Frontside

1001 Avenue I

Racks Sports Bar, LLC (Catering)

1402 East 20th St.- Suite B

Broadway Bar & Arcade

1717 Broadway

Green & Tangled, LLC d/b/a The Tangled Tumbleweed

1823 Ave. A

Retail

Legacy Cooperative d/b/a Main Street Market Wine & Spirits (Catering)

401 S. Beltline Hwy West

Kelley's Liquor (Catering)

817 West 27th Street

Attiol, LLC d/b/a In Out Liquor

615 S Beltline Hwy E Ste A

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 16

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Legacy Cooperative d/b/a Ampride

3302 Ave. B

Convenience Stores

East "O" Watering Hole

503 East Overland

Big Bats

902 West Overland

Git N Split

506 West 27th Street

Grass Retail, LLC d/b/a Shortstop

2002 Avenue I

Route 26 Mart (AS 22, LLC)

1722 E 20th Street

Maverik Stores Inc.,

920 West 36th St.,

Walgreens

205 West 27th Street

Essential Fuel

822 South Beltline Hwy W

Essential Fuel

2319 East Overland

Essential Fuel

837 27th Street

Liquor Stores

Montez Liquor

1311 E Overland Dr.

Cigarette Chain

323 East Overland

Discount/Grocery Stores

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867

3322 Avenue I

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's (Catering)	1408 Circle Drive
Applebees	2302 Frontage Rd.
Chili's Grill & Bar	826 West 36 th St.
Wonderful House Restaurant	829 Ferdinand Plaza
Ole, LLC	1901 East 20 th Street
El Rancho Viejo Mexican Restaurant	23 West 27 th St.
Sam & Louie's Pizzeria (Catering)	1522 Broadway
Taco Town	1007 West 27 th St.
Prime Cut	305 West 27 th St.
Papa Moon Ciders	3109 Ave. B
El Molcajete, LLC d/b/a El Molcajete Restaurant	1013 East Overland

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26
2627 Lodging dba Fairfield Inn & Suites	902 Wintercreek Dr.

TOTAL CLASS I LICENSES 13

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis	1722 Broadway
TOTAL CLASS IB LICENSES	1

Class L Licenses

Flyover Brewing Company	1824 Broadway
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TOTAL CLASS L LICENSES 1

Class M Licenses

G&T Billiards Unlimited	1214 3 rd Avenue
-------------------------	-----------------------------

TOTAL CLASS M LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser	2810 Ave M
-----------------------	------------

TOTAL CLASS W LICENSES 1

Class Y License

Papa Moon Ciders (Catering)	3109 Ave. B
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TOTAL CLASS Y LICENSE 1

Class Z Licenses

Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES 1

TOTAL LICENSES

Class A	1
Class B	1
Class C	16
Class D	16
Class I	13
Class IB	1
Class L	1
Class M	1
Class W	1
Class Y	1
Class Z	1
TOTAL LICENSES	53

Memo

EXHIBIT V

Date: February 3, 2026
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "A" Liquor License Application
The Dugout
17 E. 16th St.
Scottsbluff, NE 69361

Action:

The owner of The Dugout has applied for a new liquor license in the name of RBJE LC.

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

- (1) The property at 17 E. 16th St. is situated in a C-1 (Central Business District) zoning district where an amusement center (indoor only) is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking is not required in a C-1 (Central Business District) zone.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. All properties surrounding 17 E. 16th St. are zoned C-1.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,231 (2025).

Liquor Licenses

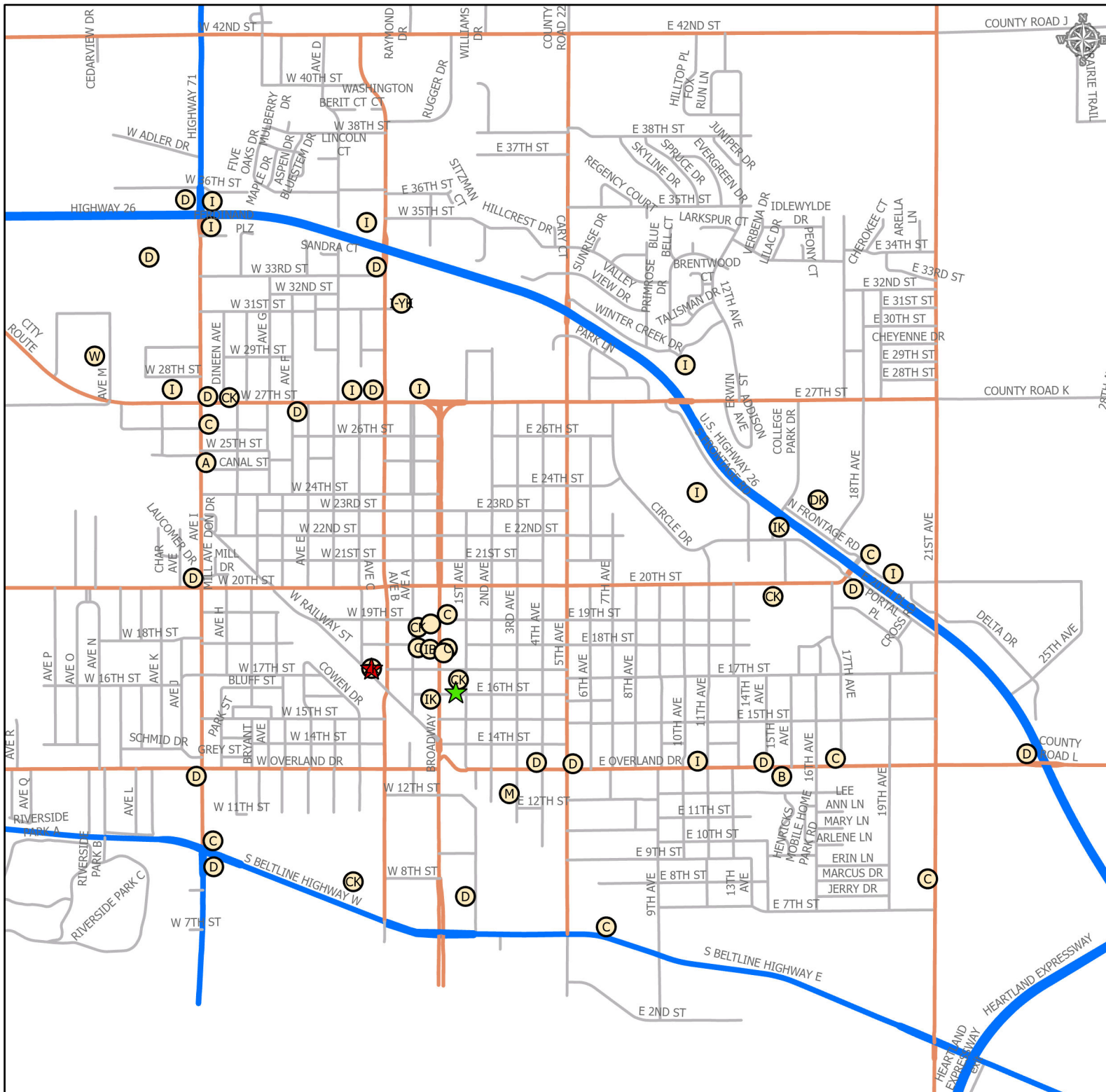
- ★ Applicant
RBJE, LLC
dba The Dugout
Type A - 17 E 16th St
- ★ Applicant
Great Plains Distillery, LLC
Type I- 213 W Railway St Bldg. 1

- Current Approved Locations
- Highway
- Main Road
- Residential/Rural

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

Taylor Stephens
City of Scottsbluff GIS
Created on 2/24/2026
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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



City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
February 25, 2026 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, February 25, 2026 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on February 21, 2026 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Andrea Margheim, Chairman, Kim Wright, City Clerk; Krisa Brass, Police Chief, Emily Norman, WNCC, Kevin Spencer, City Manager, and Matt Huck, Scottsbluff Public Schools. Absent: Kelli Larson, Panhandle Prevention Coalition, Jennifer Heggem, Vice-Chairman, and Libby Stobel, City Attorney.
2. Open Meeting Act – Chairman Margheim welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the south wall for the public's review.
3. Changes or additions to the agenda – None.
4. Citizens with business not scheduled on the agenda - None
5. Approve the December 17, 2025 Regular Meeting Minutes – Motion by Huck, second by Norman to approve the December 17, 2025 Regular Meeting Minutes, motion passed unanimously. City Attorney Stobel entered the meeting at 2:03 p.m.
6. New Liquor License Application:
 - a. Jennifer and Martin Urdiales, owners of The Dugout, were present to answer questions regarding the Class A liquor license application. Ms. Urdiales explained the business is an indoor batting cage facility that opened May 1, 2025. They are requesting a Class A liquor license to offer canned beer on site to private parties and adult teams who may be using the facility. Ms. Urdiales commented they do not have experience in the alcohol industry, however both herself and Mr. Urdiales have taken TIPS training. When asked about future employees, Ms. Urdiales stated it would be included in the employee manual that they, too, would be required to take the training and if an employee sold to a minor they would be reprimanded. She also added that all overstock would be kept in a locked office and/or locked filing cabinet and a refrigerated beverage case behind the counter in the concessions area would hold cans to be sold. When asked about a policy on checking ID's, Ms. Urdiales explained they will card everyone who will be buying beer and that beer is only allowed outside of the batting cage area, as no beer, food, or gum will be allowed in the batting cages at any time. They also have security cameras located

throughout the building, which includes six cameras, one of which will be located in front of the concession area.

Committee Member Huck made a motion, seconded by Committee Member Norman to send a positive recommendation to council regarding the Class A liquor license for RBJE LC d/b/a The Dugout, 17 East 16th Street, Scottsbluff. The motion passed unanimously.

- b. Phil and Cindy Mitchell, owners of Great Plains Distillery, came forward to answer questions regarding the Class I liquor license application. Mr. Mitchell explained he currently holds a Class ZK license for his distillery and is applying for a Class I to be able to sell multiple products onsite. He further added Jesse Deines, his premises manager, has a beer trailer that will be utilized as he only has one tap inside the business. When asked what his processes will be, Mr. Mitchell stated no one under the age of 21 is allowed in the distillery and they card everyone at the door. He added himself, his wife and Jesse have all taken TIPS training, explaining he has been in operation for 10 years. His hours will be 11:00 a.m. to 10:00 p.m. daily and they have security cameras located throughout, including the tasting area and warehouse outside.

Committee Member Norman moved, seconded by Committee Member Huck to send a positive recommendation to Council regarding the Class I liquor license application for Great Plains Distillery, LLC, 213 West Railway Street, Building 1, Scottsbluff, NE. The motion passed unanimously.

Committee Member Margheim made a motion to adjourn the meeting at 2:47 p.m. The motion was seconded by Legal Counsel Stobel. The motion passed unanimously.

Andrea Margheim, Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 8.b

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class A Liquor License for RBJE, LC d/b/a The Dugout, and naming Jennifer Urdiales as the Liquor License Manager.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 8.c

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class I Liquor License for Great Plains Distillery, LLC, 213 West Railway Street, Bldg.1, Scottsbluff, NE.

Staff Contact: Kimberley Wright

Agenda Statement

Item No.

For meeting of: March 2, 2026

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class I Liquor License for Great Plains Distillery, LLC, 213 W. Railway Street, Building 1, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

- Exhibit #1 – Application of Great Plains Distillery, LLC, 213 W. Railway Street, Building 1, Scottsbluff, NE
 - Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022
 - Exhibit #3 – Written Statement of Police Chief
 - Exhibit #4 – Written Statement of City Clerk
 - Exhibit #5 – Written Statement of Development Services
-

NOTIFICATION LIST: Yes No Further Instructions

Phillip Mitchell
240508 Lake Minatare Road
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 146550

LICENSE TYPE EXHIBIT 1 Class I Beer, Wine, Spirits On Sale Only	APPLICATION DATE RECEIVED 2026-02-02
SECONDARY LICENSE(S) None selected	
LICENSEE GREAT PLAINS DISTILLERY LLC	LICENSEE TYPE Corporation
MARITAL STATUS Single	
MANAGED BY AGENT No	
PREMISES TYPE Bar/Lounge (on prem)	PREMISES NAME Great Plains Distillery LLC
OPERATOR Phillip Mitchell	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Own	
PHYSICAL ADDRESS 213 W RAILWAY ST BLDG 1 Scottsbluff Ne. 69361	
MAILING ADDRESS	

CONTACT NAME phil mitchell	PREFERRED CONTACT METHOD Email
CONTACT PHONE (308) 672-3007	ALTERNATE PHONE (308) 672-3006
FAX	EMAIL greatplainsdistillery@gmail.com
PREMISES MANAGER phillip mitchell	PREMISES MANAGER EMAIL greatplainsdistillery@gmail.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

57.7 x 36.6

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

28 x 14

4. Will a basement be used for alcoholic storage or sale?
No
5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
one
6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
7. Is premises to be licensed within 300 feet of a college campus or university?
No
8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.
No
9. What date do you intend to open for business?
When license is approved
10. What are the anticipated hours of operation?
11am -10pm daily
11. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No
12. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
Yes
Jesse Deines Manager
13. Is anyone listed on this application a law enforcement officer?
No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Riverstone Bank Phillip and Cindy Mitchell

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Current Distillery operation zk121072 Safe serve training

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

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

zk121072

19 Has the premises location been previously licensed within the last 2 years?

Yes

20 Are you applying for a Temporary Operating Permit?

No

21 Is the lease or deed for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

22 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

23 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Phillip Mitchell

24 What is the manager's address?

240508 lake Minatare rd Scottsbluff ne 69361

25 What is the manager's phone number?

3086723007

26 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Scottsbluff

27 What is the manager's email address? An email will be sent to them to obtain their personal information.

greatplainsdistillery@GMAIL.COM

28 Is the manager married?

Yes

Cindy Mitchell cpmitchell55@yahoo.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	213 railway purchase agreement.pdf	
Premises Description & Diagram	GPD outside dementions.pdf	
Business Plan	GPD buisness plan.pdf	
Privacy Act Statement	privacy act Cindy.pdf	cindy
Privacy Act Statement	privacy act Jesse.pdf	1099 not a member
Privacy Act Statement	privacy acy Phil.pdf	

APPLICANT

phil mitchell

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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



Additional Information Requested

File Number: 146550

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class I Beer, Wine, Spirits On Sale Only	2026-02-02

SECONDARY LICENSE(S)
None selected

LICENSEE	LICENSEE TYPE
Great Plains Distillery LLC	Corporation

ADDITIONAL INFORMATION REQUESTED

Please do not reply to this email. Please submit the following information through your Actions Required Dashboard in the customer portal:

1. Please provide a copy of the deed for the property.
2. You listed and answered the manager questions for yourself. Then, you listed Jesse Dienes as the manager in your answer to question 12. Who will be the listed premises manager on this license and your Class Z license?

Please let me know if you have any questions.
Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

Phil Mitchell will be the premise manager, not Jesse Denies.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	deed.pdf	

APPLICANT

phil mitchell

Great Plains Distillery

Business Plan

Great Plains Distillery currently operates a micro-distillery in Scottsbluff, Nebraska. GPD is looking to expand its footprint in the community and beyond by adding additional licenses and retail sales. GPD has a product line of Vodka, Gin and Whiskey. We are currently working on other products such as Rum, Tequila and single malt Whiskey.

A license to sell other manufacturer's products, such as beer, wine and cider will attract more patrons and help local producers as well. As a result of these upgrades to GPD, a premise manager will be hired for local operations along with sales personnel and distributors to help expand our products throughout the state.



2022-3283

NUM PAGES 2
 DOC TAX \$173.25 CHG _____
 FEES \$16.00 CHG _____
 TOTAL \$189.25
 REC'D Ferguson Title Services, LLC
 RET _____

~~NUM INDEX~~ _____
 COMPUTER
 PICTURED
 IMAGED _____

NEBRASKA DOCUMENTARY
 STAMP TAX
 Jun 21, 2022
 \$ 173.25 By JBauer

RECORDED
 SCOTTS BLUFF COUNTY, NE
 Date Jun 21, 2022 Time 08:03 AM
Inst. 2022-3283
Jean A. Bauer
 REGISTER OF DEEDS
 ELECTRONICALLY RECORDED

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

WARRANTY DEED

KNOW BY ALL MEN BY THESE PRESENTS THAT:

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

GREAT PLAINS DISTILLERY, L.L.C., a Nebraska Limited Liability Company

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

Lot 11, Block 9, Third Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT the North 50 feet thereof and EXCEPT a Tract of land to the City of Scottsbluff, Nebraska as shown by a Quitclaim Deed recorded in Book "68", Page 463 and as shown by a Warranty Deed recorded in Book "153", Page 10, of the records of Scotts Bluff County, Nebraska

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

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

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

WITNESS Grantor(s) hand(s) on June 10, 2022.

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

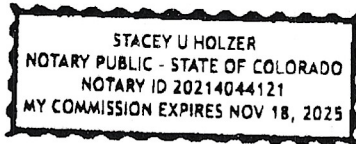
Morgan Rentals, LLC,
a Nebraska Limited Liability Company

BY: *Vernon E. Morgan*
Vernon E. Morgan, Member

BY: *Judy Morgan*
Judy Morgan, Member

STATE OF COLORADO)
COUNTY OF *Summit*) ss.

The foregoing instrument was acknowledged before me on June 10, 2022, by Vernon E. Morgan, Member, and Judy Morgan, Member for Morgan Rentals, LLC., a Nebraska Limited Liability Company.



Stacey U Holzer
Notary Public

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

Nebraska Secretary of State

GREAT PLAINS DISTILLERY, L.L.C.

Mon Feb 2 11:22:38 2026

SOS Account Number

10225990

Status

Active

Principal Office Address

213 W RAILWAY ST BLDG 1
SCOTTSBLUFF, NE 69361
USA

Registered Agent and Office Address

PHILLIP MITCHELL
213 W. RAILWAY STREET
SCOTTSBLUFF, NE 69361

Designated Office Address

213 W. RAILWAY STREET
SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 17 2016

Next Report Due Date

Jan 01 2027

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	May 17 2016	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 11 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 06 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 16 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 13 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Biennial Report	Jan 22 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 08 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

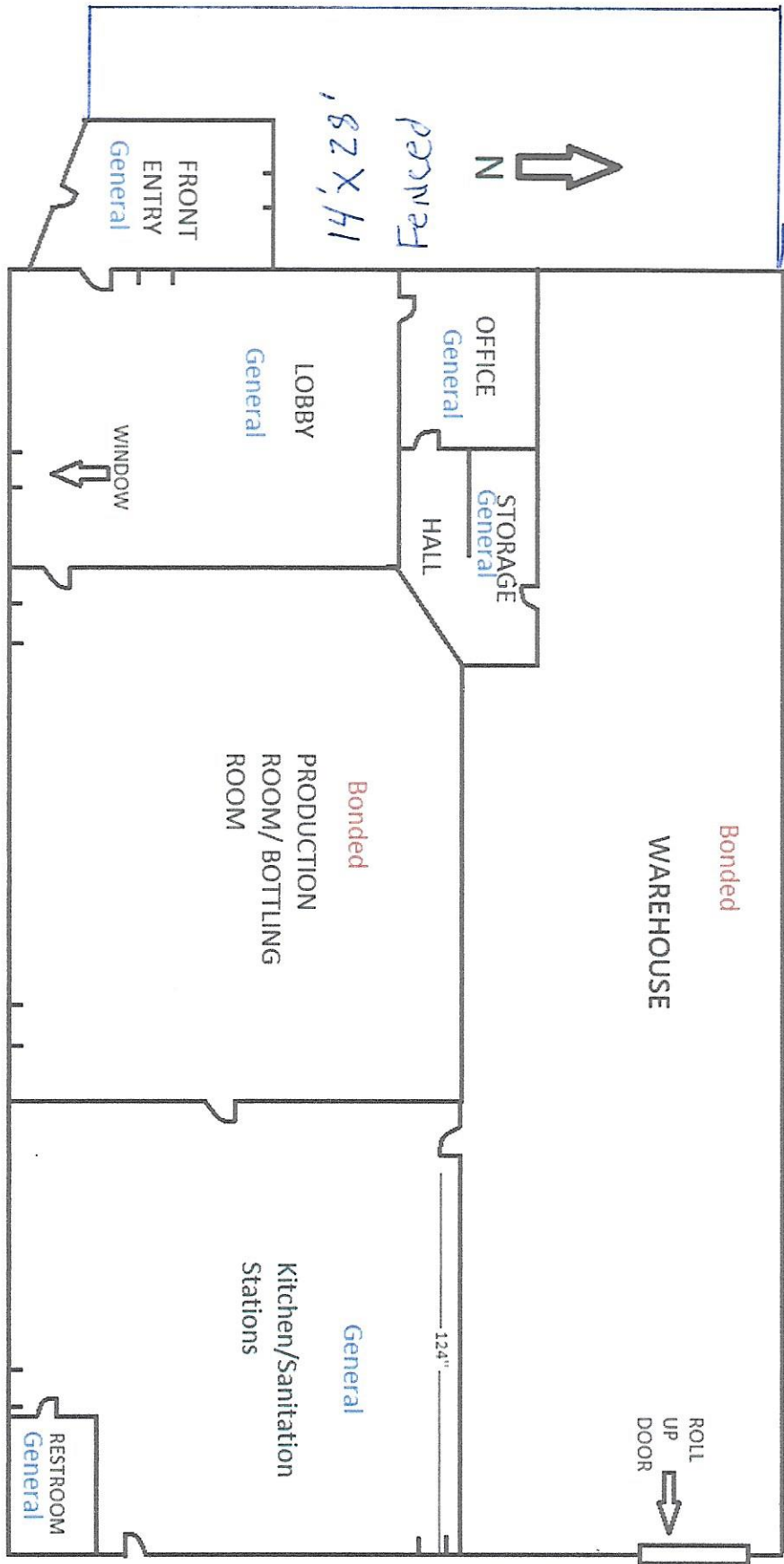
Certificate of Good Standing - USPS Mail Delivery

\$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](#)



GREAT PLAINS DISTILLERY BUILDING #1

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2022)

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

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

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

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

*OTHER COUNCIL CONCERNS



Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Krisa Brass, Chief of Police
Date: 2/27/2026
Re: Application for a Class I Liquor License (Beer, Wine, Spirits, on sale only) – Great Plains Distillery (213 West Railway Street, Scottsbluff, NE 69361).

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

COMMENTARY

53-132: Section 2

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

A background check was conducted for Phillip Mitchell. Phillip has no criminal history. He does have traffic violations from 2008-2010 but nothing that would impact acquiring a liquor license.

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

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

On Wednesday, February 25, 2026, Phillip and his wife (Cindy Mitchell) appeared in person before the Liquor License Holders Investigatory Board to discuss their application. Phillip and Cindy offer tastings at the business. They are currently only authorized to offer their own product. The new license would allow them to offer beer and wine choices from other companies as well. They have recently fenced in an outdoor area intended for future events. Phillip and Cindy do not intend on having an atmosphere that would encourage all night drinking

The applicants appear able and willing to conform to language within the Nebraska Liquor Control Act.

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

Great Plains Distillery has been open for ten years. Phillip had alcohol serving training and experience prior to opening the distillery. Any future employees would be required to complete TIPS

training. You have to be 21 years old to enter the facility and individuals are carded right at the door. Phillip has a zero-tolerance approach to compliance failures.

- (D) The distillery has cameras at the entrance/exit as well as in the tasting area and in the warehouse.

The applicants appear committed to complying with all the Nebraska Liquor Control Act provisions, requirements, rules, and regulations.

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

The hours of operation are 11:00 AM to 10:00 PM, daily.

Oversight and accountability regarding the sale of alcoholic beverages will be a priority for the applicant.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 213 West Railway, Scottsbluff, NE. I would not anticipate any issues with its location.

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

Other area businesses with liquor licenses allow for on and offsite sales.

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

No recent traffic studies have been completed regarding motor vehicle traffic in the general area; the traffic flow and pedestrian traffic are not of concern. Street parking is available in the area and there have been no known parking issues at this particular establishment.

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

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 20,000 calls for service, not including traffic citations, during 2025. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is complex. Compliance checks remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad jurisdiction generally precludes any particular focus in the city.

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

Adequate staffing, training, and close supervision of patrons are essential. Management's cooperation with the Police Department will help eliminate or diminish potential problems with violations.

For your consideration,

Krisa Brass

Krisa Brass

Frank Eats, LLC d/b/a Taco De Oro

2601 Avenue I

Hotel/Motel

Holiday Inn Express (Virk Hospitality)

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern

20 West 18th Street

Bob's Garage & Bar

1907 Broadway

RSK Frontside, LLC dba Frontside

1001 Avenue I

Racks Sports Bar, LLC (Catering)

1402 East 20th St.- Suite B

Broadway Bar & Arcade

1717 Broadway

Green & Tangled, LLC d/b/a The Tangled Tumbleweed

1823 Ave. A

Retail

Legacy Cooperative d/b/a Main Street Market Wine & Spirits (Catering)

401 S. Beltline Hwy West

Kelley's Liquor (Catering)

817 West 27th Street

Attiol, LLC d/b/a In Out Liquor

615 S Beltline Hwy E Ste A

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 16

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Legacy Cooperative d/b/a Ampride

3302 Ave. B

Convenience Stores

East "O" Watering Hole

503 East Overland

Big Bats

902 West Overland

Git N Split

506 West 27th Street

Grass Retail, LLC d/b/a Shortstop

2002 Avenue I

Route 26 Mart (AS 22, LLC)

1722 E 20th Street

Maverik Stores Inc.,

920 West 36th St.,

Walgreens

205 West 27th Street

Essential Fuel

822 South Beltline Hwy W

Essential Fuel

2319 East Overland

Essential Fuel

837 27th Street

Liquor Stores

Montez Liquor

1311 E Overland Dr.

Cigarette Chain

323 East Overland

Discount/Grocery Stores

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867

3322 Avenue I

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's (Catering)	1408 Circle Drive
Applebees	2302 Frontage Rd.
Chili's Grill & Bar	826 West 36 th St.
Wonderful House Restaurant	829 Ferdinand Plaza
Ole, LLC	1901 East 20 th Street
El Rancho Viejo Mexican Restaurant	23 West 27 th St.
Sam & Louie's Pizzeria (Catering)	1522 Broadway
Taco Town	1007 West 27 th St.
Prime Cut	305 West 27 th St.
Papa Moon Ciders	3109 Ave. B
El Molcajete, LLC d/b/a El Molcajete Restaurant	1013 East Overland

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26
2627 Lodging dba Fairfield Inn & Suites	902 Wintercreek Dr.

TOTAL CLASS I LICENSES 13

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis	1722 Broadway
------------------------	---------------

TOTAL CLASS IB LICENSES 1

Class L Licenses

Flyover Brewing Company	1824 Broadway
-------------------------	---------------

TOTAL CLASS L LICENSES 1

Class M Licenses

G&T Billiards Unlimited	1214 3 rd Avenue
-------------------------	-----------------------------

TOTAL CLASS M LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser	2810 Ave M
-----------------------	------------

TOTAL CLASS W LICENSES 1

Class Y License

Papa Moon Ciders (Catering)	3109 Ave. B
-----------------------------	-------------

TOTAL CLASS Y LICENSE 1

Class Z Licenses

Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES 1

TOTAL LICENSES

Class A	1
Class B	1
Class C	16
Class D	16
Class I	13
Class IB	1
Class L	1
Class M	1
Class W	1
Class Y	1
Class Z	1
TOTAL LICENSES	53

Memo

EXHIBIT V

Date: February 5th, 2026
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "I" Liquor License Application
Great Plains Distillery LLC
213 W. Railway St.
Scottsbluff, NE 69361

Action:

The owner of Great Plains Distillery has applied for a new liquor license in the name of Great Plains Distillery LLC.

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

- (1) The property at 213 W. Railway St. is situated in a C-3 (Heavy Commercial) zoning district where a restaurant, bar, and tavern are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a bar in a C-3 (Heavy Commercial) zone are one space per three (3) seats.
- (3) The use of this property complies with C-3 (Heavy Commercial) zoning code. All the surrounding properties are zoned C-3 (Heavy Commercial).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,283.

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 8.d

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class I Liquor License for Great Plains Distillery, LLC, and naming Phillip Mitchell as the Liquor License Manager.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 9.a

Council to discuss and consider action on the Amended Economic Development Assistance Agreement with Fusion Ranch, Inc., and authorize the City Manager to sign the Agreement.

Staff Contact: Sharaya DeSersa

AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Amended Economic Development Assistance Agreement (“Agreement”) is made on March ___, 2026, between the City of Scottsbluff, Nebraska (the “City”) and Fusion Ranch, Inc. (the “Applicant”).

Recitals:

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).

b. The Applicant has made application for assistance from the Program (the “Application”), reviewed by the Committee (as defined below) in February of 2026.

c. The Applicant (as KYS Foods, Inc.) has received assistance from the Program pursuant to a previous application and Economic Development Assistance Agreement dated August 15, 2022 (the “2022 Agreement”). It is intended that all prior Agreements, including the 2022 Agreement, will be amended to reflect an assignment of ownership in the Applicant and an increase in the amount of Job Credits for both the Grant Amount and Forgivable Note as well as the Loan and Non-Forgivable Note.

d. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that an additional amount in Job Credits is warranted for both the Grant Amount and Forgivable Note (the “Grant”) as well as the Loan and Non-Forgivable Note (the “Loan”). The Job Credits will be credited against all amounts granted or loaned to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.

e. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant and the Loan.

Agreement:

1. Purpose of Grant:

The Applicant’s business known as “Fusion Ranch” is changing ownership within their family and has plans to expand its business in Scotts Bluff County, Nebraska, located at 250521 Skyport Drive, Scottsbluff, NE 69361 (the “Business”). However, the unprecedented price of beef and a limited labor force have caused issues with the expansion. The Applicant plans upgrades to the Applicant’s existing facilities which is intended to result in future job creation. The additional Job Credits will divert funds from debt payment to capital upgrades.

2. Amount of Grant and Loan:

The following amounts have been paid to the Applicant under the 2022 Agreement from the City of Scottsbluff Economic Development Fund (the “Fund”):

a. The Grant shall remain the same as in the 2022 Agreement which was in the amount of \$300,000 (the “Grant Amount”) and shall remain in the form of a promissory note (the “Forgivable Note”) which may be repaid according to the terms of this Agreement.

b. The Loan shall remain the same as in the 2022 Agreement which was in the amount of \$200,000 shall remain in the form of a promissory note (the “Non-Forgivable Note”) which shall now be credited with Job Credits as set forth in this Agreement.

3. Possible Repayment:

Both the Grant Amount and Forgivable Note as well as the Loan and Non-Forgivable Note shall be subject to repayment to the City if the Applicant does not fully earn the Job Credits (as provided for below). The Applicant may earn Job Credits, to be applied against the balance of the Forgivable Note and Non-Forgivable Note during the Term of this Agreement. The amount of Job Credits shall only be applied to the outstanding balance of any amounts owned by the Applicant. In connection with the calculation of the Job Credits:

a. The “Effective Date” of this Agreement for Job Credit calculation purposes shall be October 1, 2024 (the “Effective Date”).

b. The term of this Agreement shall begin on the Effective Date and shall continue for 10 years from the Effective Date (the “Term”).

c. A “Year” shall mean the 12-month period ending as of the day prior to each annual anniversary of the Effective Date.

4. Employee Definitions:

a. “Full Time Employee” shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the Applicant’s normal fringe benefit package. This normal fringe benefit package must, at the least, include a health insurance plan which provides for at least 75% of the premium for employee’s coverage to be paid by the Applicant.

b. “Eligible Full Time Employee” shall mean a Full Time Employee who: (1) primarily works in Scotts Bluff County, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired by the Applicant, shall nevertheless be considered an Eligible Full Time Employee if the Full Time

Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

d. “Eligible FTE’s” shall mean the FTE’s calculated for a Year less 30 (allowing for a portion of the existing employees of the Applicant).

5. Job Credits:

As long as the Applicant is not in default of this Agreement, or any document executed pursuant to this Agreement, the Applicant shall be eligible for credit against the balance due under the Forgivable Note and Non-Forgivable Note for Job Credits earned during a Year. A “Year” shall mean the 12-month period ending on each September 30, with the first Year beginning October 1, 2024. “Annual Job Credits” shall be calculated as follows:

a. The Applicant shall receive a “Base Annual Job Credit” each Year equal to the Eligible FTE’s during that Year multiplied by \$4,000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any Eligible FTE’s that have average earnings for the Year of at least (i) \$15 per hour in the case of hourly employees, or (ii) \$29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant’s fringe benefit plan, then the Applicant may earn additional job credits (the “Additional Annual Credits”) as calculated on a per employee basis based on the following table:

<u>Additional Credit</u>	<u>Hourly Rate (Based on 2080 hours)</u>	<u>Annual Pay</u>
\$400	\$14.00 to \$17.99	\$29,120 to \$37,439
\$800	\$18.00 to \$21.99	\$37,440 to \$45,759
\$1,200	\$22.00 to \$25.99	\$45,760 to \$54,079
\$1,600	\$26.00 to \$29.99	\$54,080 to \$62,399
\$2,000	\$30.00 and above	\$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to the applicable employee by the Applicant: 401k Plan, profit sharing, pension or equivalent retirement benefits, health insurance, and life and disability insurance.

c. For purposes of this Agreement, Annual Job Credit shall mean the total of the Base Annual Job Credits and the Additional Annual Credit.

d. The Grant and Loan shall earn Annual Job Credits for ten (10) Years, beginning October 1, 2024. After the tenth (10th) Year of earning Annual Job Credits, the balance due on the Forgivable Note and Non-Forgivable Loan if any, shall be repaid by the Applicant to the Fund.

6. Repayment:

At the end of each Year of the Term, the total of the cumulative Annual Job Credits will be subtracted from the Grant Amount owed on the Forgivable Note and on the Loan owned on the Non-Forgivable Note. Any balance at the end of the Term shall be repaid to the Fund within 90 days of the end of the Term (the "Repayment"), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied its obligations under the Grant and Forgivable Note as well as the Loan and Non-Forgivable Note, and this Agreement and no repayment shall be due.

7. Representations and Warranties of the Applicant:

The Applicant represents and warrants the following, all of which shall survive the Closing:

a. The Applicant is a corporation organized and existing under the laws of Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

c. The execution and performance of this Agreement will not violate any provision of law, or conflict with or result in any breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement or other instrument to which the Applicant is a party or by which they are bound.

8. Representations and Warranties of the City:

The City represents and warrants the following, all of which shall survive the Closing:

a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The City's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the City. This Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

9. Consent, Release and Guaranty:

a. According to paragraph 15 of the 2022 Agreement, the City now consents to the transfer of ownership interest from KaiYen Mai to Shen Yang Mai, on the condition Shen Yang Mai agrees to and does assume all obligations of KaiYen Mai under the 2022 Agreement and sign a Guaranty, a copy of which is attached hereto, marked as Exhibit A and incorporated by this reference.

b. Upon the signing of this Agreement and Exhibit A, the City agrees to release KaiYen Mai from all obligations under the Amended Guaranty dated September 23, 2022.

10. Annual Reports:

The Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

11. Early Termination:

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits as of the end of the Year immediately preceding the termination will be subtracted from the Grant Amount. This amount shall then be immediately due and payable to the Fund. Interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

d. If FTE's for any Year is less than 20, then the Administrator may terminate this Agreement and demand payment in full of all amounts then due under the Forgivable Note or Non-Forgivable Note. Any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid.

12. Default:

The Applicant shall be in default if any of the following happen:

a. Failure to comply with any of the terms of this Agreement and the 2022 Agreement, or any other agreement entered into connection with this Agreement and the 2022 Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

d. The Applicant ceases to operate the Business or reports FTE's for any Year less than 20.

e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of Annual Job Credit as reasonably determined by the Administrator.

f. Transfer of sale of a majority of the membership interest of the Applicant by Shen Yang Mai, which results in Shen Yang Mai owning less than 51% of the ownership interests in the Applicant.

13. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their

interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership which results in Shen Yang Mai owning less than 51% of the ownership interests in the Applicant.

14. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to ensure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

15. Notices:

a. Any notices or other communications between the parties shall be personally delivered, sent by regular first-class mail, by Federal Express or similar service that records delivery, or by facsimile transmission combined with any of the above methods of notice, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

b. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager

c. If to the Applicant:

Fusion Ranch, Inc.
250521 Skyport Drive
Scottsbluff, NE 69361
Attn: Shen Yang Mai

16. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

f. This Agreement shall be binding on the successors and assigns of the parties.

City of Scottsbluff, Nebraska

Fusion Ranch, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Shen Yang Mai,
Shareholder, Director, President

GUARANTY

This Guaranty is given by Shen Yang Mai (the "Guarantor"), to guarantee certain obligations of Fusion Ranch, Inc. (the "Applicant") to the City of Scottsbluff, Nebraska (the "City").

Recitals

The Applicant has entered into an Amended Economic Development Assistance Agreement with the City dated March __, 2026 (the "EDA Agreement") and has executed Notes pursuant to the EDA Agreement. In addition, the Applicant has requested the City consent to a change of ownership under paragraph 15 of the EDA Agreement wherein KaiYen Mai will transfer 100% ownership of the Applicant to Shen Yang Mai. The City has agreed to consent to the transfer of ownership interest and release KaiYen Mai from her guaranty on the condition Shen Yang Mai sign a Guaranty. Pursuant thereto, the Guarantor has executed this Guaranty in support of the EDA Agreement and Note.

Guaranty:

1. Obligations Guaranteed:

The obligations of the Applicant being guaranteed are:

- a. Performance and payments of the EDA Agreement, the Notes executed pursuant to the EDA Agreement, the Deed of Trust executed pursuant to the EDA Agreement, and the Security Agreement executed pursuant to the EDA Agreement.
- b. Any and all other obligations of the Applicant under the EDA Agreement, and any other documents entered into pursuant to the EDA Agreement.
- c. All costs, expenses and attorney fees paid or incurred by the City in collecting the Repayment and the Note, and in enforcing this Guaranty.

2. Guarantee of Payment:

This Guaranty is a joint and several guarantee of payment and the City, and the City shall not be required to resort first for payment from the Applicant, or from any other Guarantor, or from any other person liable in any way for the Obligations.

3. Exercise of Rights/Waiver:

The City may at any time without consent of or notice to the Guarantor, and without incurring responsibility to or impairing or releasing the Obligations, in whole or in part:

- a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or



obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;

b. Exercise or refrain from exercising any rights against the Applicant or others (including the Guarantor);

c. Settle or compromise any of the Obligations or any security for the Obligations, and may subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of the Applicant to creditors of the Applicant other than the City and the Guarantor; and

d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.

4. Primary Obligation:

a. This Guaranty is a primary obligation of the Guarantor. The Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Applicant which actions are the responsibility of the Applicant.

b. The fact that the financial condition of the Applicant or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of the City under this Guaranty. The City shall have no duty to disclose to the Guarantor any facts it may now or in the future have concerning the Applicant's financial condition.

c. The Guarantor shall remain obligated under this Guaranty even if the Applicant, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, the Guarantor's obligation shall include attorney's fees and any other amounts which the Applicant is discharged from paying.

d. If claim is ever made against the City for repayment or recovery of any amount or amounts received by the City in payment or on account of any of the Obligations and the City repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over the City or (2) any settlement or compromise of any claim effected by the City with any claimant (including the Applicant), then the Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon the Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, the Guarantor shall remain liable to the City for the amount repaid by the City as if that amount had never been received by the City, along with any costs, interest, attorneys' fees and all other expenses incurred by the City in connection with the repayment.

5. Miscellaneous:

a. This Guaranty shall continue until the Obligations are paid in full or unless released by the City. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty.

b. The Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations, and waive presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by the City against any party liable for the Obligations.

c. Unless and until the Obligations are satisfied in full, the Guarantor waives all present and future claims, rights, and remedies against the Applicant or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the City may have.

d. No delay or failure on the part of the City to exercise its rights under this Guaranty shall be considered as a waiver of the City's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by the City shall be effective unless in writing, and then shall only apply to the specific instance involved.

e. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by the Applicant or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.

f. This Guaranty shall be construed according to the laws of Nebraska.

g. This Guaranty shall be binding upon the successors and assigns of the Guarantor.

Dated: March ____, 2026.

Shen Yang Mai

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 9.b

Council to choose an option authorizing the Mayor's signature on the Buy Back America (BABA) Self Certification Form, a requirement of the Downtown Scottsbluff CDBG Grant.

Staff Contact: Sharaya DeSersa



BUY AMERICA, BUILD AMERICA (BABA) SELF-CERTIFICATION

Nebraska Department of Economic Development (DED)

[Please refer to DED's Build America Buy America Policy Guidance when completing this form.]

SELF-CERTIFICATION FORM

Project: Scottsbluff Downtown Revitalization

Location: (Business/Applicant)

DED Award No. 25DTR004

For NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT (DED) programs, including HOME, HTF, and CDBG (not including CDBG-DR, CDBG-CV or HOME-ARP), subject to The Build America Buy America Act (BABA), subrecipients, developers, contractors, subcontractors and vendors, must complete and submit this Self-Certification to the next tier (e.g., subcontractor/vendor to contractor; contractor to subrecipient; subrecipient to non-federal entity, etc.) for each bid or offer relating to an "infrastructure project".

The undersigned understands and agrees that it must comply with the requirements of BABA, and any applicable regulations and notices, as amended from time to time, regarding funds obligated by the U.S. Department of Housing and Urban Development (HUD).

Under BABA, all "iron, steel, manufactured products, and construction materials" used for federally funded public "infrastructure projects" must be produced in the United States, unless subject to a waiver.

With respect to the above project, the undersigned hereby certifies to the best of his/her/its knowledge and belief after due inquiry, that [check one]:

- All iron, steel, manufactured products, and construction materials used in the project were produced in the United States; or
- Some or all iron, steel, manufactured products, and construction materials used in the project were not produced in the United States.

GENERAL WAIVERS. For iron, steel, manufactured products, and construction materials **not produced in the United States**, the undersigned maintains documentation confirming its determination that a **General Waiver(s)** is applicable [check one or more, AND attach purchase order, contract, or brief description and cost of item(s) subject to waiver]:

- De Minimis Waiver – the total cost of the iron, steel, manufactured products, and construction materials not produced in the United States is equal to or less than 5% of the total project cost of iron, steel, manufactured products, and construction materials, up to \$1 million;
- Small Grants Waiver - total project cost is equal to or less than \$250,000;
- Exigent Circumstances - an urgent need existed by grantee to immediately complete the project because of a threat to life, safety, or property of residents and the community; or
- Tribal Consultations – regarding Tribal recipients.

SPECIFIC WAIVERS. For iron, steel, manufactured products, and construction materials *not produced in the United States*, the undersigned intends to or has applied for a project or product **Specific Waiver** on the **BABA Specific Waiver Submission Site** [check one or more, if applicable, and insert application date and approval status]:

Public Interest, Application Date _____, Approved Yes/No/Pending _____
Requiring the use of the USA made product would be inconsistent with the public interest;

Nonavailability, Application Date _____, Approved Yes/No/Pending _____
Product needed is not produced in the USA in sufficient quantities or of a satisfactory quality; or

Unreasonable Cost, Application Date _____, Approved Yes/No/Pending _____
Inclusion of the product produced in the USA will increase the cost of the overall project by more than 25%.

The undersigned certifies and affirms the truthfulness and accuracy of each statement contained herein. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification.

Name of business/applicant

Legal Name of Entity or Sole Proprietorship

Signature of Authorized Individual or Official

Printed Name and Title of Authorized Official

Signature Date

City of Scottsbluff, Nebraska

Monday, March 2, 2026

Regular Meeting

Item 9.c

Council to discuss and consider action on the Community Programming Fund Request from Colleen Johnson for Old West Balloon Fest.

Staff Contact: Kevin E Spencer



Old West Balloon Fest Community Programming Fund Request

Our mission is to create a joyful experience for patrons of all ages with a family-friendly, all-inclusive community event. The Old West Balloon Fest is a world-class event that brings pilots and visitors from across the United States and Foreign countries to Scotts Bluff County, Nebraska. This year marks our 12th Anniversary Celebration, and we've added many fun and exciting activities to the lineup.

Showcasing Our Area

The Old West Balloon Fest is more than a weekend event — it has become one of the strongest community-building traditions in our region. Every year, thousands of residents and visitors come together to share something joyful, safe, and uniquely ours. Families, seniors, schools, volunteers, and local businesses all benefit from the energy and tourism generated by the event.

Last year alone, the festival generated significant economic activity for our hotels, restaurants, and retailers. It also provided free programming for the public — including balloon launches, kids' activities, STEM/aviation education, and community nights that bring people together. These experiences are only possible because of partnerships like yours.

2025 Statistics

Scotts Bluff County Tourism recently implemented a program called Pacer AI. This program tracks event attendees using iPhone data. The following information was provided by Scotts Bluff County Tourism.

- Pacer AI reported 6,400 visitors using an iPhone device were recorded at Mitchell Airfield on Saturday, August 16th alone. What about the attendees who use Android devices?
- Based on StatCounter's 2025 U.S. Mobile operating system market share for mobile devices, There are approximately 58% of visitors using an iPhone device, and 42% using an Android device.
- We can reasonably infer that approximately 3,072 additional visitors using Android devices were present. This brings the estimated total attendance to 9,472 visitors.

Overall Economic Impact

Visitor Attendance Estimated based on previous years' attendance:

- 5,600 out-of-town visitors (including Eastern Nebraska)
- 4,400 in-state visitors (within a 100-mile radius of the event)
- Total attendance: 10,000+
- Average stay for out-of-town visitors: 2 nights

Direct Visitor Spending

Using the State of Nebraska's Tourism spending figures for our rural area. Out-of-town guests spend on average \$120 - \$150 per day at local restaurants, hotels, and retail establishments.

Based on 2025 tourism figures, we anticipate 5,600 out-of-town guests will visit the event. Using that figure, we can estimate the following:

The low estimate: 5,600 visitors times **\$120 = \$672,000** per day

The High estimate: 5,600 visitors times **\$150 = \$840,000** per day

Most out-of-town guests visiting our event average a two-night stay, which amounts to the following spending trend:

Out-of-town Visitor Spending two days, low estimate = **\$1,344,000.00**

Out-of-town Visitor Spending two days, high estimate = **\$1,680,000.00**

In-State Visitors (within a 100-mile radius of the event)

Based on 2025 tourism figures, we anticipate a total of 4,400 regional and local guests visiting the event.

Using that figure, we can estimate the following:

The low estimate: 4,400 visitors times \$65 = **\$286,000** per day

The High estimate: 4,400 visitors times \$85 = **\$374,000** per day

Adding up the spending from local, regional, and out-of-state visitors, we estimate the following spending totals:

Total Visitor Spending low estimate = **\$1,630,000.00**

Total Visitor Spending high estimate = **\$2,054,000.00**

This figure does not include lodging and sales tax

Lodging Impact

Approximately 810 rooms are available in Scotts Bluff County for booking in 2026 for the event, at an average rate of \$150.00 per night. These figures do not include RV spots or Airbnb/VRBO rentals.

810 rooms x 7 nights booked for Nationals at an average cost of \$150 per night = \$850,500.00

Lodging tax collected at 3%:

810 rooms x \$150 x 7 nights = \$850,500.00

3% lodging tax collected = \$25,515.00

Tax Revenue Generated on spending projections of 1.6 - 2.0 million in sales, based on 6% tax rate:

Estimated Local Tax Revenue

\$96,000-\$120,000

These funds support local infrastructure, public safety, and community services.

Total Direct Economic Impact

The total direct economic impact, with adding tax revenue to spending projections, is estimated at **\$1.7 – \$2.1 million**, which benefits local businesses and communities in Scotts Bluff County and surrounding areas.

Marketing

Our destination marketing efforts continue to demonstrate strong results. More than 45% of our 14,700 Facebook and website followers attend the event annually. These figures are based on Facebook analytics, reinforcing Scotts Bluff County's position as a regional vacation destination. Online parking pass sales further highlight our reach, with purchases coming from 26 U.S. states, as well as the United Kingdom, Mexico, and Canada. In addition, 46 of Nebraska's 93 counties were represented. This broad geographic distribution reflects the effectiveness of our comprehensive and targeted marketing campaign.

The event will be advertised through newspapers, local television, statewide social media, National media, the official program, and Rural Radio, reaching all communities in the Panhandle of Western Nebraska, Eastern Nebraska, Eastern Wyoming, Southern South Dakota, and Northern Colorado, including the Front Range, and National exposure through the program *My Town*.

We are committed to marketing the 2026 event and have set aside \$34,500.00 through in-kind donations and sponsorships to promote the Old West Balloon Fest.

Our extensive marketing program to promote the event includes:

- Nebraska Tourism Grant Program
- Rural Radio Ad Spots to run before the event on all major stations
- Advertisements in Inspire Magazine and Nebraska Life Magazine
- Social media blast on Visit Nebraska and banner ad that will run from May through August
- Social media boosted ads on our Facebook page starting in May
- Official program, which features participating balloons and sponsor thank-you advertisements.
- Our official website: theoldwestballoonfest.com
- Links on our website to tourism websites, sponsor websites, and visitor information.

Giving Back to the Community

Youth Ballooning Camp will be held on July 27th and 28th, along with two additional youth camp sessions for the YMCA and after-school programs. We hope to serve close to 400 students in 2026. Camp participants learn the science of hot air ballooning through hands-on activities and STEM programming. Weather permitting, campers also experience a tethered balloon demonstration. In 2025, more than 350 children took part in this program. The camp is offered free of charge, and each child receives a T-shirt, an official festival collector's pin, and snacks. In addition to the youth balloon camp, we offer the Discovery Center Tent during the festival. Detailed information regarding the Discovery Center is listed below.

Discovery Center Tent – Hosted by the Gering Visitors Bureau

For those unable to attend the camp, we are hosting a discovery center tent at the Welcome Party, WNCC night glow, Gering Civic Center, and Mitchell Airfield to educate children of all ages about hot air ballooning. With hands-on activities and hot air balloon pilots on site answering questions during morning launches and evening glows. This year, we will feature how to read a sectional map (learning about airspace), different parts of the balloon - what makes it fly, how a balloon is manufactured, decision making as it pertains to weather, and competition flying.

Welcome US Nationals Pilots, Staff, Volunteers, and Sponsors BBQ

New this year, we are introducing a Welcome BBQ at Five Rocks Amphitheater in Gering, offered free to the public. The event will feature all the Nationals pilots, giving visitors a unique opportunity to meet them up close, collect autographs, and receive balloon trading cards. The evening will include music, food, a beer garden, and family-friendly games, prizes, creating a fun and welcoming atmosphere for attendees of all ages.

Event Schedule

- **Sunday, August 9th:** Welcome BBQ for Pilots, sponsors, staff, volunteers. Free and open to the public.
- **Monday, August 10th through Saturday, August 15th:** US National Hot Air Ballooning Championships. Targets will be located throughout Scotts Bluff County. Morning and evening competition locations will be announced through social media and Rural Radio.
- **Thursday, August 13th:** First-night glow hosted by WNCC in Scottsbluff, kicking off their 100th anniversary year-long celebration.
- **Friday, August 14th & Saturday, August 15th:** Morning mass ascensions at Mitchell Airfield. Food trucks, vendors, and activities during and after the launch.
- **Saturday, August 15th:** Craft Fair and Weiner dog races. Fun-filled activities are scheduled throughout the day. The second night glow at Mitchell Airfield, which will feature 80 hot air balloons glowing, live music, entertainment, food trucks, and a beer garden.

Funding Request

This year, we are respectfully requesting \$40,000 in Community Programming Funds. These funds will directly support public programming, safety and compliance, youth education, volunteer coordination, and community events that make the festival accessible to everyone. We are committed to transparency, responsible budgeting, and maximizing the impact of every dollar.

The increase in our funding request is directly tied to the significant expansion of our operational budget, which has doubled because of hosting the U.S. National Hot Air Balloon Championship. This national-level competition brings heightened expectations for safety, infrastructure, staffing, pilot services, and community programming. As the host organization, we are required to meet elevated

standards for event management, compliance, and visitor experience, all of which carry substantial additional costs.

While we have secured strong partnerships and continue to pursue sponsorships and grants, the financial responsibility associated with hosting a national championship exceeds the scope of our traditional budget. The additional support we are requesting will ensure that we can successfully deliver an event that meets national competition requirements, provides high-quality programming for residents and visitors, and continues to generate meaningful economic and cultural benefits for Scotts Bluff County.

The Old West Balloon Fest generates between \$1.6 and \$2.0 million in direct visitor spending, produces up to 5,650 hotel room night stays generating \$25,215 in lodging tax revenue, and contributes between \$96,000 and \$120,000 in tax revenue. These outcomes demonstrate the event's significant role in supporting economic development and community prosperity throughout Scotts Bluff County.

Thank you for considering this request and for your continued commitment to supporting programs that enrich our community.



Old West Balloon Fest 2026

Dreams in Flight

Hosting the US
National Hot Air
Balloon
Championships

Mission Statement

Our mission is to create a joyful experience for patrons of all ages with a family-friendly, all-inclusive community event. The Old West Balloon Fest is a world-class event that brings pilots and visitors from across the United States and Foreign countries to Scotts Bluff County, Nebraska. This year marks our 12th Anniversary Celebration, and we've added many fun and exciting activities to the lineup.



Jaylight photography

Showcasing Our Area



Community Impact and Tradition

The Old West Balloon Fest is more than a weekend event — it has become one of the strongest community-building traditions in our region. Every year, thousands of residents and visitors come together to share something joyful, safe, and uniquely ours. Families, seniors, schools, volunteers, and local businesses all benefit from the energy and tourism the event brings.

The Old West Balloon Fest



How are funds utilized:

- Continue our safety and compliance program
- Provide community and youth Education
- Market the event nationwide
- Offer free public events
- Volunteer Support
- Area Tourism Promotion

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2025 statistics

Scotts Bluff County Tourism recently implemented a program that tracks event attendees using iPhone data.

6,400 visitors using an iPhone device were recorded at Mitchell Airfield on Saturday alone.

Based on StatCounter's 2025 U.S. Mobile operating system market share for mobile devices, There are approximately 58% of visitors using an iPhone device, and 42% using an Android device.

We can reasonably infer that approximately 3,072 additional visitors using Android devices were present. This brings the estimated total attendance to 9,472 visitors.

Projected attendance for the 2026 Event

Total Visitors Expected for the event based on 2025 attendance numbers

Out-of-State Visitors:

5,600

In-State Visitors:

4,400

Total Visitors projected:

10,000+



Economic Impact Estimates for 2026

Direct Visitor Spending for Out-of-town Guests

Using the State of Nebraska's Tourism spending figures for our rural area. Out-of-town guests spend on average \$120 - \$150 per day at local restaurants, hotels, and retail establishments.

Based on 2025 tourism figures, we anticipate 5,600 out-of-town guests will visit the event. Using that figure, we can estimate the following:

The low estimate: 5,600 visitors times \$120 = **\$672,000** per day

The High estimate: 5,600 visitors times \$150 = **\$840,000** per day

Most out-of-town guests visiting our event average a two-night stay, which amounts to the following spending trend:

Out of town Visitor Spending low estimate = \$1,344,000.00

Out of town Visitor Spending high estimate = \$1,680,000.00



Direct Visitor Spending for local and Regional Guests (within a 100 mile radius of the event)

Based on 2025 tourism figures, we anticipate a total of 4,400 regional and local guests visiting the event. Using that figure, we can estimate the following:

The low estimate: 4,400 visitors times \$65 =
\$286,000 per day

The High estimate: 4,400 visitors times \$85 =
\$374,000 per day

Adding the spending from local, regional, and out-of-state visitors, we estimate the following spending totals:

Total Visitor Spending low estimate = **\$1,630,000.00**

Total Visitor Spending high estimate = **\$2,054,000.00**

This figure does not include lodging and sales tax



Lodging Tax Impact

Approximately 810 rooms are available in Scotts Bluff County for booking in 2026 for the event. At an average rate of \$150.00 per night. These figures do not include RV spots or Airbnb/VRBO rentals.

810 rooms x 7 nights booked for Nationals at an average cost of \$150 per night = \$850,500.00

Lodging tax collected at 3% x \$850,500.00

3% lodging tax collected = \$25,515.00





**Tax Revenue Generated
on spending projections
1.6 - 2.0 million in sales,
based on 6% tax rate:**

Estimated Local Tax Revenue
\$96,000-\$120,000

The total direct economic impact, with adding tax revenue to spending projections, is estimated at **\$1.7 - \$2.1 million**, which benefits local businesses and communities in Scotts Bluff County and surrounding areas.



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With this additional support, we can deliver an event that meets national competition requirements, offers high-quality programming for residents and visitors, and continues to generate meaningful economic and cultural benefits for Scotts Bluff County.

While we have secured strong partnerships and continue to pursue sponsorships and grants, the financial responsibility associated with hosting a national championship exceeds the scope of our traditional budget.



Community & Regional Benefits

Drives multi-day tourism

Supports local hotels, restaurants, retailers, and fuel stations

Enhances regional visibility and media coverage

Strengthens partnerships with schools, volunteers, and civic organizations

Encourages repeat visitation and long-term tourism growth.

- Generates **\$1.6–\$2.0** million in spending
- Up to **5,650** hotel night stays
- **\$96,000 - \$120,000** in sales tax revenue and **\$25,515.00** in lodging tax revenue
- Strengthens local community pride
- This is not just a community festival-
It is a community asset!



Marketing Commitment

We are committed to marketing the 2026 event and have set aside \$34,500.00 through in-kind donations and sponsorships to promote the Old West Balloon Fest.

Our extensive marketing program to promote the event includes:

- Nebraska Tourism Grant Program
- Rural Radio Ad Spots to run before the event on all major stations
- Advertisements in Inspire Magazine and Nebraska Life Magazine
- Social media blast on Visit Nebraska and banner ad that will run from May through August
- Social media boosted ads on our Facebook page starting in May (we currently have over 14,000 followers).
- Official program, which features the participating balloons and sponsor thank-you advertisements.
- Our official website: theoldwestballoonfest.com
- Links on our website to tourism websites, sponsor websites, and visitor information.



Event Highlights

Sunday, August 9, 2026:

Welcome BBQ at Five Rocks Amphitheater in Gering, offered free to the public. The event will feature the Nationals pilots, giving visitors a unique opportunity to meet them up close, collect autographs, and receive balloon trading cards. The evening will include music, food, a beer garden, and family-friendly games, creating a fun and welcoming atmosphere for attendees of all ages.



Monday, August 10th through Saturday, August 15th:

US National Hot Air Ballooning Championships. Targets will be located throughout Scotts Bluff County. Morning and evening competition locations will be announced through social media and Rural Radio.



Thursday, August 13th

First-night glow
hosted by WNCC
in Scottsbluff,
kicking off their
100th anniversary
year-long
celebration.



Friday, August 14th & Saturday, August 15th:

Morning mass ascensions at Mitchell Airfield. Food trucks, vendors, and activities during and after the launch.

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Friday, August 14th & Saturday, August 15th:

Craft Fair and Weiner dog races. Fun-filled activities are scheduled throughout the day. The second-night glow at Mitchell Airfield with balloons glowing, live music, entertainment, food trucks, and a beer garden.



**We remain committed
to giving back to the
community:**

Youth Ballooning Camp on July 27th and 28th, along with two additional sessions for the YMCA and after-school programs, will serve close to 400 students in 2026. Participants learn the science of hot air ballooning through hands-on activities and STEM programming. The camp is offered free of charge, and each child receives a T-shirt, an official festival collector's pin, and snacks.



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The Discovery Center, sponsored by the Gering Visitors Bureau, will educate children of all ages about hot air ballooning during the week-long event. With hands-on activities and hot air balloon pilots on site answering questions during morning launches and evening glows.



This year, the **Discovery Center** will feature how to read a sectional map (learning about airspace), different parts of the balloon - what makes it fly, how a balloon is manufactured, decision making as it pertains to weather, and competition flying.

Thank you!

Your investment helps us continue to offer a high-quality, family-friendly event that strengthens local pride, supports local businesses, and brings positive attention to our area. It ensures that this tradition remains something that our residents and out-of-town visitors can enjoy for years to come.



