



**CITY OF SCOTTSBLUFF**  
**2525 Circle Drive, Scottsbluff, NE 69361**  
**LIQUOR LICENSE HOLDERS INVESTIGATORY BOARD AGENDA**

**Regular Meeting**  
**July 8, 2026**  
**2:00 PM**

1. **Roll Call**
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the south wall.**
3. **Notice of changes in the agenda.** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under item 4 of this agenda.)
4. **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.)
5. **Minutes**
  - a) Board to approve the minutes of the April 1, 2026 Regular Meeting.
6. **New Liquor License Application**
  - a) Board to discuss and consider making a recommendation to City Council on the Class I Liquor License application for Riverside Zoological Foundation d/b/a Riverside Discovery Center, 1600 South Beltline Highway West, Scottsbluff, NE, and also naming Tiffany Schank as the Liquor License Manager.
7. **Other Business**
8. **Adjournment**

# **City of Scottsbluff, Nebraska**

**Wednesday, July 8, 2026**

**Regular Meeting**

## **Item 5.a**

**Board to approve the minutes of the April 1, 2026 Regular Meeting.**

**Staff Contact:**

City of Scottsbluff  
Liquor License Holders Investigatory Board  
Regular Meeting  
April 1, 2026 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, April 1, 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 March 25, 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; and Kevin Spencer, City Manager. Absent: Kelli Larson, Panhandle Prevention Coalition; Jennifer Heggem, Vice-Chairman; Matt Huck, Scottsbluff Public Schools; 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 February 25, 2026 Regular Meeting Minutes – Motion by Spencer, second by Brass to approve the February 25, 2026 Regular Meeting Minutes, motion passed unanimously.
6. New Liquor License Manager Application:
  - a. Mr. Blake Frazier, liquor license manager applicant and Mr. Bruce Shiveley, Member of Chili's Grill and Bar, LLC were present to answer questions regarding the manager change amendment. Mr. Frazier explained he has gone through 17 years of liquor training with various jobs he has held in Wyoming and Colorado, stating he joined the Chili's team in August of 2025. When asked what would happen if a minor was served in the restaurant, Mr. Shively answered every employee would be retrained. As far as inventory, Mr. Frazier stated he will do that, but the general manager would do the ordering. In addition, Mr. Shiveley informed everything is staying the same as far as security cameras and where the liquor is kept, noting there are no changes with those things. City Manager Spencer asked how long Chili's has been without a liquor license manager, as this is something the Investigatory Board deems important. Mr. Shiveley stated he was not sure, but would keep better track since he knows it is essential for maintaining a liquor license.

Committee Member Norman moved to send a positive recommendation to Council regarding naming Blake A. Frazier and the new liquor license manager of Chili's Grill & Bar, 826 W. 36<sup>th</sup> Street, Scottsbluff, NE. The motion was seconded by Police Chief Brass. The motion passed unanimously.

- b. Mr. John James Goldrick came forward to answer questions regarding being named the liquor license manager of Main Street Market Wine & Spirits. He explained he has worked with Panhandle Coop for 17 years taking over as manager in October of 2025. When asked about their policies, Mr. Goldrick answered they card anyone who looks under 40 years of age. They also do have the capability to scan ID's, however the employee can manually enter a date of birth. When asked what would happen if an employee sold to a minor, Mr. Goldrick stated they have a zero-tolerance policy and they would be terminated immediately. They train using the "We Card" training program which utilizes videos and a test after the session, which employees are required to take. When asked about inventory and ordering, Mr. Goldrick stated employee, Colton Johns, takes care of those things, however he is Colton's supervisor. He also noted they, too, had a lapse with replacing him as the liquor license manager, and will make sure this is communicated to management, so there is not a lapse again.

Committee Member Norman moved, seconded by City Manager Spencer to send a positive recommendation to Council naming John James Goldrick as the liquor license manager of Main Street Market Wine & Spirits, 402 S. Beltline Hwy W. Scottsbluff, NE. The motion passed unanimously.

Under Other Business, Police Chief Brass informed compliance checks were held recently and no Scottsbluff liquor license holder failed, which is great news.

Committee Member Norman moved to adjourn the meeting at 2:15 p.m. The motion was seconded by City Manager Spencer. The motion passed unanimously.

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Andrea Margheim, Chairman

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Kim Wright, Secretary

# **City of Scottsbluff, Nebraska**

**Wednesday, July 8, 2026**

**Regular Meeting**

## **Item 6.a**

**Board to discuss and consider making a recommendation to City Council on the Class I Liquor License application for Riverside Zoological Foundation d/b/a Riverside Discovery Center, 1600 South Beltline Highway West, Scottsbluff, NE, and also naming Tiffany Schank as the Liquor License Manager.**

**Staff Contact:** Kimberley Wright



# Nebraska Liquor Control

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

## Application Copy

File Number: 163855

LICENSE TYPE Class I Beer, Wine, Spirits On Sale Only	APPLICATION DATE RECEIVED 2026-04-22
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Riverside Zoological Foundation	LICENSEE TYPE Corporation
DOING BUSINESS AS Riverside Discovery Center	CORPORATE NUMBER 1654340
INCORPORATION DATE 2001-01-09	
CORRESPONDENCE ADDRESS 1600 South Beltline Highway West, Scottsbluff, NE 69361	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME Kei Hodgson	PREFERRED CONTACT METHOD Email
CONTACT PHONE (531) 292-2709	ALTERNATE PHONE

FAX

EMAIL

khodgson@riversidediscoverycenter.org

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Tiffany Schank	President		
Kodie Rae Woodral	Vice President		
Mark Haag	Treasurer		
Shastan Marshall	Secretary		

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Theme Park/Amusement

PREMISES NAME

Riverside Discovery Center

OPERATOR

Kei Hodgson

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2028-09-30

PHYSICAL ADDRESS

1600 S Beltline Hwy W  
Scottsbluff, NE 69361

MAILING ADDRESS

Riverside Discovery Center

CONTACT NAME Kei Hodgson	PREFERRED CONTACT METHOD Email
CONTACT PHONE (531) 292-2709	ALTERNATE PHONE
FAX	EMAIL khodgson@riversidediscoverycenter.org
PREMISES MANAGER Kei Hodgson	PREMISES MANAGER EMAIL khodgson@riversidediscoverycenter.org

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)

L18, W15

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

L800, W1200

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?

June 1st

10 What are the anticipated hours of operation?

09:30 - 11pm

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

Yes

Platte Valley Bank

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

No

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.

Platte Valley Bank

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

No

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.

NA

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

No

20 Are you applying for a Temporary Operating Permit?

No

21 Is the lease, deed, or purchase agreement 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?

Tiffany Schank

24 What is the manager's address?

119 E 19 Street, Scottsbluff NE 69361

25 What is the manager's phone number?

3086314633

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/>

Scotts Bluff

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

president@riversidediscoverycenter.org

28 Is the manager married?

Yes

Anthony Hertz, Ajhort23@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	Description of Premises.pdf	
Lease / Deed / Purchase Agreement	Lease.pdf	
Business Plan	Business plan.pdf	
Privacy Act Statement	copier@riversidediscovery center.org_20260422_114 235 (1).pdf	

APPLICANT

Kei Hodgson

## 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.

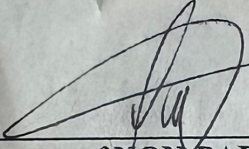
**Applicant Notification and Record Challenge:** An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction,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

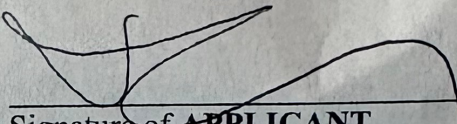
# SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**  
Anthony Holt  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of **APPLICANT**  
Tiffany Schank  
\_\_\_\_\_  
Print Name

State of Nebraska, County of Scotts Bluff

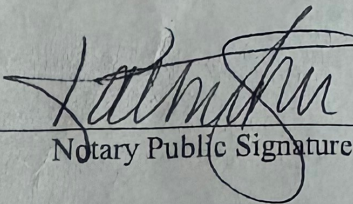
State of Nebraska, County of Scotts Bluff

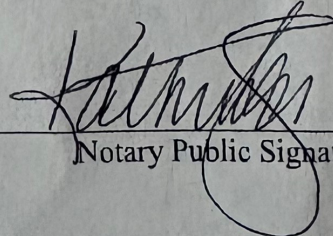
The foregoing instrument was acknowledged before me  
this 2nd, June 2020 (date)

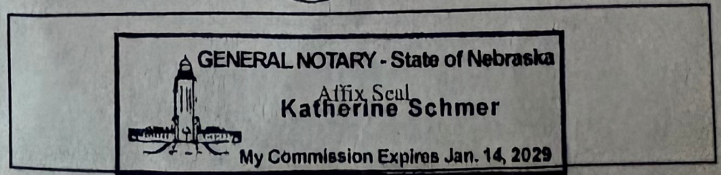
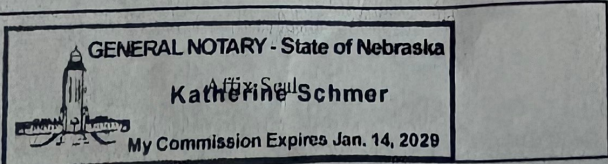
The foregoing instrument was acknowledged before me  
this 2nd, June 2020 (date)

by Anthony Holt  
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

by Tiffany Schank  
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

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

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



# Nebraska Secretary of State

## RIVERSIDE ZOOLOGICAL FOUNDATION

Mon May 4 10:04:41 2026

**SOS Account Number**

1654340

**Status**

Active

**Principal Office Address**

1600 S BELTLINE HIGHWAY W  
 SCOTTSBLUFF, NE 69361  
 USA

**Registered Agent and Office Address**

BRENDAN J. RICE  
 1714 SECOND AVENUE  
 POST OFFICE BOX 2424  
 SCOTTSBLUFF, NE 69363

**Nature of Business**

CHARITABLE FOUNDATION ZOO, NATURAL HISTORY MUSEUM, CHILDRENS MUSEUM, EDUCATION, CONSERVATION

**Entity Type**

Non Profit (Dom) Corp  
 Qualifying State: NE

**Date Filed**

Jul 14 1998

**Next Report Due Date**

Jan 01 2027

**Nonprofit Type**

Public Benefit

**Has Members**

No

Corporation Position	Name	Address
President	TIFFANY SCHANK	1119 E 19TH ST SCOTTSBLUFF, NE 69361
Treasurer	MARK HAAG	2009 E 29TH STREET SCOTTSBLUFF, NE 69361 USA
Director	MAREN CHALOUPKA	1906 BROADWAY PO BOX 1724 SCOTTSBLUFF, NE 69361 USA
Director	TAYLOR COPAS	190682 CR H SCOTTSBLUFF, NE 69361 USA

Corporation Position	Name	Address
Director	JEFF FIELDER	1914 AVENUE N SCOTTSBLUFF, NE 69361 USA
Director	KATY GOMPERT	190152 UNIVERSITY ST. SCOTTSBLUFF, NE 69361 USA
Director	MARK HAAG	2009 E 29TH STREET SCOTTSBLUFF, NE 69361 USA
Director	ANDY HAYWARD	100794 COUNTY ROAD D MORRILL, NE 69358 USA
Director	ANDY HAYWARD	100794 COUNTY RD D MORRILL, NE 69358 USA
Director	CHRISSY LAND	90220 CR 17 MITCHELL, NE 69357 USA
Director	RILEY PLATT	1906 BROADWAY PO BOX 1724 SCOTTSBLUFF, NE 69363
Director	TIFFANY SCHANK	1119 E 19TH ST SCOTTSBLUFF, NE 69361
Director	KODIE WOODRAL	210127 SANDBERG ROAD GERING, NE 69341

### Associated Entities

Account Number	Name	Type	Status
10137061	RIVERSIDE DISCOVERY CENTER	Trade Name	Inactive
2501031726	RIVERSIDE DISCOVERY CENTER	Trade Name	Active

### Filed Documents

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

Document	Date Filed	Price	
Articles Perpetual	Jul 14 1998	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Proof of Publication	Sep 03 1998	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Mar 23 1999	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Mar 29 2001	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Change of Agent or Office	Mar 11 2003	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Mar 11 2003	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Mar 22 2005	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Change of Agent or Office	Apr 15 2005	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Apr 25 2007	\$1.80 = 4 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Mar 31 2009	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Apr 08 2011	\$1.80 = 4 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Jan 24 2013	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Jan 21 2015	\$1.80 = 4 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Tax Return	Mar 28 2017	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Change of Agent or Office	Apr 04 2017	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Nonprofit Biennial Report	Jan 18 2019	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Nonprofit Biennial Report	Jan 26 2021	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Nonprofit Biennial Report	Mar 10 2023	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Nonprofit Biennial Report	Jun 13 2025	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### 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](#)

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**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](#)

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# RIVERSIDE DISCOVERY CENTER

Business Plan 2025 – 2028

Scottsbluff, Nebraska

<b>Address:</b>	1600 South Beltline Highway West, Scottsbluff, NE
<b>Phone:</b>	308-630-6236
<b>Website:</b>	<a href="http://www.riversidediscoverycenter.org">www.riversidediscoverycenter.org</a>
<b>Email:</b>	<a href="mailto:info@riversidediscoverycenter.org">info@riversidediscoverycenter.org</a>
<b>Established:</b>	1950
<b>Entity Type:</b>	Non-Profit Organization

## EXECUTIVE SUMMARY

Riverside Discovery Center (RDC) is a 75-year-old zoological institution located in Scottsbluff, Nebraska — the largest economic hub within a 100-mile radius and the only zoo serving the Nebraska Panhandle, Eastern Wyoming, Eastern Colorado, and South Dakota. RDC is home to notable collections including the second largest Grizzly Bear habitat in the United States and the only chimpanzees in the state of Nebraska.

Following the loss of AZA accreditation in 2023, RDC has entered a period of deliberate, structured recovery under new executive leadership. This business plan outlines a comprehensive three-year strategy to achieve financial stability, regain AZA accreditation, renovate aging infrastructure, grow community partnerships, and establish RDC as the premier conservation and education center in Western Nebraska.

A key highlight of this plan is a unique commercial partnership with Scott's Free Brewing Company, a local Scottsbluff brewery, to co-develop and sell a zoo-branded craft lager called Escaped Ape. This partnership represents a novel, high-visibility revenue stream that simultaneously deepens community ties, amplifies the RDC brand, and contributes to conservation funding — all at minimal capital cost to the zoo.

By December 2027, RDC will operate as an AZA-accredited institution with a stable financial foundation, a staff complement of 18–20 full-time employees, diversified revenue streams, modernized exhibits, and a clearly articulated conservation mission embedded in every aspect of its operations.

## ORGANIZATIONAL OVERVIEW

**Vision:** To be the premier conservation and education center in Western Nebraska for families and tourists, where they can create great memories, discover the natural world, and explore conservation issues.

**Mission:** To inspire a sense of awe and stewardship for the natural world by supporting conservation, education, and recreation through the lens of discovery.

### Core Tenets:

- 1. Conservation stewardship can be adopted at any age, but is best adopted young.
- 2. Discovery of the natural world must be exciting in order to be effective.
- 3. Education is for everyone.
- 4. As humans, we must aim to understand our influence on the world.
- 5. Animal welfare is integral to all programs and must never be compromised.
- 6. RDC staff must always be aware of visitor experience.
- 7. The collection must reflect the region while also exposing visitors to exotic species.

## SITUATIONAL ANALYSIS

### Revenue Performance — 2024 Fiscal Year

RDC's 2024 revenue breakdown compared to industry benchmarks (IBISWorld, 2024):

Revenue Stream	2024 Actual %	Industry Standard %
Government Contracts (City of Scottsbluff)	36.00%	N/A
Donations & Gifts	18.86%	24.9%
Admissions	11.26%	33.4%
Sale of Inventory/Merchandise	5.64%	6.1%
Memberships	5.61%	5.9%
Internal Zoo Revenue	1.79%	15.7%
Grant Funding	1.20%	~10%+

**KEY FINDING:** Only 1.79% of revenue was generated from within the zoo — compared to an industry average of 15.7%. This represents both the primary financial vulnerability and the greatest untapped opportunity for RDC.

**NOTE:** The 2024 donation figure was significantly skewed by a one-time \$95,000 donation. Normalized donations average approximately 26.67% of the 2024 figure across the prior four years.

### SWOT Analysis

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none"> <li>• Only zoo within 200-mile radius</li> <li>• Second largest Grizzly Bear habitat in US</li> <li>• Only zoo in Nebraska with chimpanzees</li> <li>• Strong community &amp; city council support</li> <li>• Strong keeper team</li> <li>• Well-rounded Board of Directors</li> <li>• Good educational facilities</li> <li>• 75 years of institutional history</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of AZA accreditation (2023)</li> <li>• Only 1.79% in-zoo revenue</li> <li>• Deteriorated volunteer/docent program</li> <li>• Poor social media presence; Instagram lost</li> <li>• No centralized marketing strategy</li> <li>• Aging animal collection</li> <li>• Outdated exhibits (Raptor Row, Carnivore Center)</li> <li>• Grant funding at 1.2% vs industry 24.9%</li> </ul>

OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> <li>• Scott's Free Brewing / Escaped Ape partnership</li> <li>• New onsite activities (encounters, acrobanching)</li> <li>• City contract renegotiation opportunity</li> <li>• AZA reaccreditation achievable within 2 years</li> <li>• Walk-through aviary with nectar-feeding experience</li> <li>• Non-profit status for corporate philanthropy</li> <li>• Dedicated grant writer position</li> <li>• Website modernization with booking &amp; analytics</li> <li>• Significant available onsite space</li> </ul>	<ul style="list-style-type: none"> <li>• Aging collection risks uninhabited exhibits</li> <li>• Keepers susceptible to recruitment</li> <li>• Heavy reliance on head of maintenance</li> </ul>

## STRATEGIC PILLARS & IMPLEMENTATION PLAN

### PILLAR 1: Revenue Diversification & Financial Stability

**Timeline:** April 2025 – September 2025 (initial phase); ongoing through 2027

#### 1.1 Increasing In-Zoo Revenue

The most critical financial shift required is moving revenue generation from the gate into the zoo. Target: increase internal revenue from 1.79% to 8–10% by end of 2026, with a target of 15% by end of 2027.

#### New Revenue Programs:

- Behind-the-scenes tours (tiered pricing; conservation contribution embedded)
- Animal encounter experiences (keeper-led; tied to endangered species programs)
- Keeper-for-a-Day program
- Animal Adoption/Sponsorship Program
- Acrobranching (proven success across multiple AZA institutions)
- Merchandise pop-ups at high emotional response points
- Concessions pricing adjustment to industry standard
- On-property Wi-Fi to increase dwell time and spending

**1.2 Scott's Free Brewing Partnership — 'Escaped Ape' Lager**

**SCOTT'S FREE BREWING × RIVERSIDE DISCOVERY CENTER — "ESCAPED APE" LAGER**

RDC has entered into a community partnership with Scott's Free Brewing, a local Scottsbluff craft brewery, to co-develop and market a zoo-branded craft lager called Escaped Ape. This partnership represents a highly scalable, low-overhead revenue stream with significant marketing upside.

**Partnership Structure:** Scott's Free Brewing will develop, brew, and distribute Escaped Ape lager. RDC will provide branding rights, conservation narrative content, and co-marketing support. The zoo will also gain a liquor license in order to supply its patrons with the zoo lager onsite. Alternative light beers will be available as alternatives during select events

**Revenue Streams Generated:**

- On-site sales at RDC events and adult programming evenings
- Sales through Scott's Free taproom and distribution channels
- Co-branded merchandise (glassware, apparel, etc.)
- Event revenue from Escaped Ape launch and seasonal zoo night events
- Potential retail distribution across the Nebraska Panhandle, Wyoming, and Colorado

**Marketing Value:**

- Year-round, off-property RDC brand presence in bars, restaurants, and retail
- Every label, tap handle, and social post about the beer references RDC
- Generates earned media at zero cost to RDC
- Cross-promotional zoo nights with Scott's Free presence; premium ticket events
- Limited edition seasonal releases tied to zoo events or new animal arrivals
- Scott's Free distribution reach carries RDC branding into Wyoming and Colorado

**Implementation Timeline:**

Phase	Action
Q2 2026	Formalize partnership agreement; Secure liquor license; Branding & Product development finalized
Q3 2026	Escaped Ape launch event — major community marketing moment
2027 onwards	Ongoing sales, seasonal releases, expanded distribution, co-branded zoo events

### 1.3 Philanthropic Funding Growth

Grant funding at 1.2% of revenue is critically below the 24.9% industry standard. Actions to address this:

- Focus on non-restrictive grants providing operational flexibility
- Develop targeted capital campaigns for specific exhibit & facility projects
- Engage corporate community within 100-mile economic hub — Adopt-a-Spot, exhibit sponsorships, in-kind contributions
- Leverage Scottsbluff's average household disposable income of \$55,672 for public giving drives
- Use Escaped Ape partnership and AZA Pathway progress as compelling grant narrative

### PILLAR 2: Staff Development

**Timeline:** May 2025 – November 2027

Target staff complement by December 2027: 18–20 full-time staff (excluding seasonal workers and docents), with key positions in Animal Care, Veterinary, Education, Maintenance, Marketing/Fundraising, and Administration.

### PILLAR 3: AZA Accreditation Restoration

**Timeline:** April – July 2027 (remediation); 2027 (reaccreditation)

#### *Outstanding Concerns from 2023 Inspection*

Concern	Deadline	Responsible Party
Disease Response Plan	August 30, 2026	Executive Director + Vet/Keeper Team
Written Financial Contingency Plan	July 31, 2025	Finance Committee
Preventative Maintenance Budget Plan	July 31, 2025	Maintenance & Building Committee
In-Situ Conservation Program Plan	July 31, 2026	Internal AZA Committee
Educational Program Impact Assessments	June 30, 2026	Executive Director
Financial Stability Track Record	Ongoing	Finance Committee + City Councils
Updated Risk Management Plan	August 31, 2026	Health & Safety Committee
Clutter Removal	December 31, 2026	Executive Director + All Staff
ZIMS Registrar Training (Mandi Schemenski)	June 30, 2025	Executive Director
Second ZIMS-trained staff (Reece Abts)	July 31, 2026	Executive Director
Smoke/Heat Detectors (9 areas)	October 31, 2026	Health & Safety Committee
Firearm Safety Training (expand staff)	July 31, 2025	Executive Director

#### *Mock Inspections*

- Internal Mock Inspection: Conducted by zoo's internal AZA committee. All issues resolved within one month.
- External Mock Inspection: Brian Aucone (Chief Conservation Officer, Denver Zoo; RDC's AZA Pathway Back to Membership mentor). All issues resolved within 2–3 weeks.
- Formal AZA Application submitted following successful mock inspections and achievement of financial stability milestones.

### PILLAR 4: Conservation Action Plan

**Timeline:** October 2025 – December 2027

A formal Conservation Action Plan (CAP) will be developed proportional to RDC's size and resources, focusing on high-impact, low-cost strategies.

**Near-term (2025–2026):**

- ARCS surveys submitted annually; 5 years on file for AZA inspection
- Participation in SAFE programs relevant to existing collection species
- Formalize pollinator garden (Seacrest grant) as documented in-situ conservation with measurable outcomes
- Conservation messaging integrated into all exhibits and educational programming

**Medium-term (2026–2027):**

- Conservation Action Plan formally drafted by June 1, 2026
- Increase involvement in Midwest species conservation — Black-Footed Ferret programs a priority
- Partnerships with Nebraska Game & Parks, University of Nebraska, Bird Conservancy of the Rockies
- Begin participation in reproduction and release programs where feasible

**PILLAR 5: Infrastructure & Exhibit Renovation**

**Timeline:** April 2025 – December 2027

All renovations will prioritize soft architecture, naturalistic design, and immersive visitor experience. Conservation messaging integrated into every exhibit. Funding via grants, sponsorships, capital campaigns, and new revenue streams. While this is not a realistic goal for the scope of this business plan, should funding be available, identifying exhibits most in need of updates prior to this is imperative to capitalize on momentum.

Exhibit	Priority	Key Notes
Entrance Exhibit	High	Transform 400-foot entry into immersive multi-species experience; hotgrass, ha-ha barriers, glass & steel mesh
Marble Fox	High	Complete redesign; increase outdoor space and visitor experience
Carnivore Complex	High	Full demolition and rebuild; soft architecture and water features
Aviary (Garden Walk)	High	Netting repair (~\$200,000); walk-through aviary with paid nectar-feeding experience
Spider Monkey Island	Medium-High	New outdoor island next to stage; connected to indoor via ropes; viewable from bridge
Primate Building	Medium	Open fully to Red Ruffed Lemurs; remove separation wall; full viewing window
Bear Phase 2	Medium	Indoor exhibit; winter revenue solution; multi-species + concessions
Bobcat	Medium	Expand; add second enclosure with archway bridge
Bald Eagle	Lower	Replace mesh with raptor-friendly woven steel mesh
Raptor Row Corn Cribs	Lower	Remove completely; build new modern aviaries
Barn	Lower	Improved cow fencing; remove hotwire

**PILLAR 6: Marketing & Brand Development**

**Timeline:** April 2025 – December 2027

Phase	Actions
Month 1 (Immediate)	<ul style="list-style-type: none"> <li>• Unified signage template across all campaigns</li> <li>• Regain Instagram access</li> <li>• Consolidate social media under Fundraiser/Marketer</li> <li>• Standardize voice and posting cadence</li> </ul>

By June 2025	<ul style="list-style-type: none"> <li>• New website with booking system and analytics</li> <li>• Centralized content calendar</li> </ul>
2025–2026	<ul style="list-style-type: none"> <li>• Full staff uniform redesign</li> <li>• Community rebrand initiative</li> <li>• Escaped Ape launch — major community event</li> <li>• Leverage AZA Pathway progress as PR narrative</li> </ul>

## FINANCIAL PROJECTIONS & TARGETS

### Revenue Targets by Year

Revenue Stream	2024 Actual	2025 Target	2026 Target	2027 Target
Government Contracts	36.00%	36%	34%	30%
Admissions	11.26%	13%	15%	17%
Memberships	5.61%	7%	9%	10%
Donations & Gifts	18.86% (skewed)	10% (norm.)	12%	14%
Grant Funding	1.20%	5%	10%	15%
Merchandise	5.64%	6%	7%	8%
Internal Zoo Programs	1.79%	5%	10%	15%
Escaped Ape Partnership	0%	2%	4%	5%
Food & Beverage	<1%	2%	3%	4%

### Key Financial Milestones

- September 2025: City of Scottsbluff contract renegotiated at \$350,000 for two years
- Q2 2026: Escaped Ape launch event; revenue stream activated
- June 2026: Grant revenue tracking toward 10% of total revenue
- December 2026: Internal zoo revenue reaching 10% of total (up from 1.79%)
- March 2027: Financial contingency account (3 months operating expenses) at full capacity
- December 2027: RDC operating as financially buoyant institution with diversified revenue base

## RISK MANAGEMENT

Risk	Likelihood	Impact	Mitigation
Failure to renegotiate contract at increased rate	Medium	High	AZA pathway progress
Key maintenance staff departure	Medium	High	Hire 2 additional maintenance staff; cross-train; document protocols
Keeper poaching by larger institutions	Medium	Medium	Competitive compensation; professional development; mission-driven culture
Aging collection creates vacant exhibits	Medium	High	Proactive Collection Plan; AZA network access post-reaccreditation
Escaped Ape partnership underperforms	Low	Low	Low capital cost to RDC; marketing value alone justifies arrangement
AZA reaccreditation delayed	Low	High	Two mock inspections; dedicated committee; Denver Zoo mentor
Grant applications unsuccessful	Medium	Medium	Multiple funders; Fundraiser/Marketer role; non-profit status asset

## CONCLUSION

Riverside Discovery Center enters the 2025–2028 period at an inflection point. The loss of AZA accreditation, combined with financial vulnerability and aging infrastructure, has created real challenges. But the foundation that exists — strong community support, a dedicated keeper team, unique flagship animals, an enthusiastic Board, and 75 years of institutional history — is genuinely solid.

By December 2027, Riverside Discovery Center will be an AZA-accredited leader in conservation and education in Western Nebraska — financially stable, community-loved, and genuinely impactful in the lives of the animals in its care and the wild places those animals come from.



# RIVERSIDE DISCOVERY CENTER

1600 South Beltline Highway west Scottsbluff, NE

308-630-6236

[www.riversidediscoverycenter.org](http://www.riversidediscoverycenter.org)

[info@riversidediscoverycenter.org](mailto:info@riversidediscoverycenter.org)



## Description of Property

The property is a large tract of land of about 22 acres, however, only an approximate 13 acres are available for public access during normal operations. The entire property is fenced with a large chain-link fence.



The concessions stand would be the sole area where liquor can be sold and can be seen on the map shaded orange. It is approximately 18 feet in length and 15 feet in width. It is a single-story building. The liquor would be sold to patrons of appropriate ages at the window. Entry inside the building is limited to staff only.



## SECOND ZOO SUPPORT AGREEMENT

This Second Zoo Support Agreement (“Agreement”) is made this 15 day of September 2025, between the City of Scottsbluff, Nebraska, a municipal corporation (“City”) and the Riverside Zoological Foundation, a non-profit corporation, d/b/a the Riverside Discover Center (“Center”).

### WITNESSETH:

WHEREAS, the City was the previous owner of Riverside Zoo (“Zoo”) and all of the assets related to the Zoo, including, without limitation, animals, personal property, facilities, inventory, contracts, programs, plans, and all other assets of any kind or nature (“Zoo Assets”);

WHEREAS, the Zoo and Zoo Assets were transferred to the Center through a prior Zoo Transition and Operation Agreement and Lease Agreement, under which the Center became responsible for ongoing operation, maintenance and management of the Zoo and Zoo Assets;

WHEREAS, the City and the Center entered into a Zoo Transition and Operation Agreement on September 13, 2010, which terminated on September 30, 2020. The City and the Center then entered into a Zoo Support Agreement on December 16, 2019. The Zoo Support Agreement will terminate on September 30, 2025.

WHEREAS, the parties agree that a quality zoo should be maintained and operated within the City for the benefit of the residents of the City, as well as surrounding communities and the Western Nebraska Panhandle and as long as the City maintains its current level of sales tax revenue its financial support of the Zoo under this Agreement should continue;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements, terms and conditions hereinafter set forth, the parties agree the City will continue to support the Center as follows:

1. Possession of Zoo Property: The parties agree the Lease Agreement between the City and the Center shall remain in force and effect.

2. Independent Contractor: The Center is an independent contractor and shall be considered as such. Neither the Center nor the City shall have the right or authority to bind the other party, without the express written authorization of such other party, for any obligation to a third party. Nothing contained in this Agreement shall constitute the parties as partners or joint ventures for any purpose, it being the express intention of the parties that no such partnership or

joint venture exists and that each party has only those duties to the other as specified in this Agreement.

3. Zoo Operation: The Center shall determine, in its sole discretion, the operation, management, customer service performance standards, admission rates, policies, and all other operational matters in relation to the Zoo. The Center will also have complete authority regarding the exhibits, programs, services, and events presented, and all other matters related to the operation of the Zoo. The Center agrees to provide employees, staff and/or personnel to adequately supervise and oversee all activities at the Zoo and shall operate the Zoo with the good faith intent to regain accreditation from the American Zoo and Aquarium Association (“AZA”).

4. Term and Funding by the City:

a. The City and the Center agree and acknowledge the Zoo Support Agreement, dated December 16, 2019 is for a period of five (5) years and will terminate on September 30, 2025. This Agreement shall therefore commence on October 1, 2025 and will provide funding to the Center until September 30, 2028 (the “Term”), at which time this Agreement will terminate. Provided, if the Center can demonstrate they have obtained AZA accreditation during the Term or in the alternative, can demonstrate it has undertaken reasonable and consistent efforts to obtain AZA accreditation, then, upon the approval of the City in its sole discretion, the Term of this Agreement may be extended for two (2) additional years until September 30, 2030.

b. The City agrees to provide \$350,000.00 per fiscal year of the City to the Center during the Term of this Agreement (fiscal years of October 1, 2025, through September 30, 2028) (the “Support Amount”). For the first year only, the Support Amount will be increased by the sum of Fifty Thousand Dollars (\$50,000.00) (“Additional Support”). The City will deposit the Additional Support into an account held and managed by the City as a contingency fund for and on behalf of the Center. In the event an unforeseen event or emergency occurs with the Center, the Center may make a written request to the City for use of a portion of or all of the Additional Support. The City may grant the request through its normal claims process at the next meeting of its City Council following receipt of the written request.

c. The Support Amount will be paid in four (4) quarterly installments with the first payment to be made October 1, 2025. Provided, however, the Support Amount and any quarterly installment may be adjusted according to the sales tax revenue received by the City as described in subparagraph d. below.

d. The City shall have the right to adjust any quarterly Support Payment in direct proportion to any decrease in the reported sale tax revenue from the prior quarterly payment period. Provided, the City will give the Center written notice of the amount of decrease in received sales tax revenue and the proportional decrease for the quarterly Support Payment. In the event sales tax revenue for the quarterly payment period increases, the Support Payment may increase in direct proportion as well, but will not surpass the maximum amount agreed to in paragraph 4. of this Agreement.

5. Fiscal Operation: The Center will retain all revenues earned from the Zoo's operation, including, but not limited to, all admissions revenues, facilities or property rentals for private functions or use, parking revenues, revenues provided by the State of Nebraska, funds received from any federal or county sources, and all other revenues, funds, grants, donations or pledges in cash or in kind from any private or public sources. The Center will be responsible for compliance with all conditions of any such funds received and responsible for all audit exceptions and payback of inappropriately spent funds. All funds received by the Center must be used in the operation of the Zoo, or to further promote the general welfare and interests of the Zoo and Zoo Assets. The Center shall be required to pay and be solely liable for the payment of all utilities, expenses, costs, audits (if any) and claims associated with the operation, management and maintenance of the Zoo and Zoo Assets.

6. Employment and Taxes: The Center will be required to pay all taxes and fees in relation to the operation of the Zoo, and shall obtain the appropriate insurance coverages for the Zoo and Zoo Assets. It is Center's understanding that the Zoo and Zoo Assets will be and remain exempt from real estate and personal property taxes. The Center shall also employ such employees, staff and personnel, as Center deems appropriate and be responsible for all salaries, rates of pay, benefits packages, hours of work and other employment related matters.

7. Other Assistance: The Center may, in its sole discretion, enter into partnerships, collaborations or other relationships with other entities or organizations to enhance the Zoo's visitor experience, enhance operations, diversify sources of public or private funding, reduce costs, and realize other benefits or operational efficiency. The Center agrees to operate, manage and maintain the Zoo and Zoo Assets with no other assistance from the City, other than the funding obligations undertaken by the City in Paragraph 4 hereinabove.

8. Representation:

a. The Center represents and warrants that it is a Nebraska non-profit corporation and an entity described in Section 501(c)(3) of the Internal Revenue Code, as amended, and that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement has been authorized by all necessary action, including the approval and ratification by the Center's governing body prior to the date this Agreement commences.

b. The City represents and warrants that it is a Nebraska municipal corporation and it has the power and authority to execute and deliver this Agreement and to perform its obligations, and the execution, delivery and performance of this Agreement has been authorized by all necessary action, including the approval of this Agreement by the Scottsbluff City Council.

9. Reports: The Center agrees that within sixty (60) days of the expiration of each of the Center's fiscal year, it will furnish an annual report of its activities to the City Council for the City, and other such reports as the City Council may from time to time reasonably require. Such reports shall be in a form reasonably prescribed by the City and shall include the following subject matters:

Number of visitors during the reporting period; The schedule of hours of operation of the Zoo during the reporting period, and the average number of hours per week the Zoo was open to the public during the reporting period; and state the net loss or gain from Zoo operations.

Upon reasonable notification, the Center shall submit to an annual audit performed by an auditor of the City's choice. The cost of any such audit shall be paid by the City. From time to time, the Center shall provide the City with such other information as the City may reasonably request regarding the operation of the Zoo and the Zoo Assets.

10. Indemnification: The Center expressly assumes the risk of and accepts full responsibility for any and all injuries, damages or destruction of the Zoo and Zoo Assets which may occur or be alleged to have occurred as a result of the Center's operation of the Zoo and Zoo Assets. The Center will indemnify, defend and hold the City harmless of and from any and all liability from injuries, including disease and death, to a person, or damage to property of third parties arising or claimed to have arisen out of the Center's operation and maintenance of the Zoo and Zoo Assets. The Center agrees to name the City as an additional insured on all insurance

policies concerning the Zoo and Zoo Assets, and shall provide evidence of insurance upon request by the City.

11. Additional Documents: The City and the Center agree that they will execute and deliver any assignment agreements, consents, leases or similar documents which may be necessary to implement this Agreement. The Center will not have any right or authority to bind or obligate the City, nor will the City have any right or authority to bind or obligate the Center without the parties' prior written consent.

12. Default: In the event of a breach of a condition or a default by either party to this Agreement, then the party that is not in default or breach shall give written notice to the other party of such default or breach. The other party shall have thirty (30) days to cure or correct such default or breach. If the party fails to cure or correct the default or breach, then the party may terminate this Agreement by providing the other party with written notice delivered thirty (30) days prior to the effective date of the termination. Notices shall be sent via U.S. mail, certified, return receipt requested to the following:

To the Center:           Riverside Zoological Foundation  
                                  1600 Beltline Highway W.  
                                  Scottsbluff, Nebraska 69361

To the City:             City Manager  
                                  2525 Circle Drive  
                                  Scottsbluff, Nebraska 69361

13. Termination: This Agreement shall terminate upon the occurrence of the following events:

- a. The expiration of the Lease Agreement;
- b. The termination of the Lease Agreement pursuant to any default provision within such Lease Agreement;
- c. The Center's cessation of Zoo operations.
- d. A substantial decrease in the reported sales tax revenue of the City for the prior three (3) quarterly periods. For purposes of this paragraph a substantial decrease shall be at least a one-third (1/3) decrease in the reported sales tax revenue for the prior three (3) quarterly reporting periods.
- e. By mutual agreement of the City and the Center.

14. Full Agreement: This Agreement is and shall be deemed to be the complete and final agreement between the parties as to the matters contained herein, and supersedes any previous understandings, dealings and communications, including negotiations, discussions, representations, warranties, information, documents and agreements among the parties pertaining to such matters. This Agreement shall not be modified or amended, except pursuant to a written agreement signed by both parties. Any waiver of any party's rights or obligations under this Agreement must be made in writing and must be signed by the party against which such waiver is to be enforced. No party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either party of any right or remedy in one situation shall constitute a waiver of such party's rights or remedies in any other subsequent situation.

15. Governing Law: This Agreement is governed by and will be construed in accordance with the laws of the State of Nebraska.

16. Assignment: The Center shall not assign its rights, interests, or obligations under this Agreement. This is not intended to limit the right of the Center to enter into subcontracts, joint ventures, or joint development agreements for the performance of portions of Center's obligations in this Agreement, but the Center will remain responsible to the City for the performance of all of its obligations under this Agreement.

17. Binding Agreement: This Agreement shall be binding upon the Center, its successors and assigns by merger, sale, transfer, consolidation and lease and it shall not be modified, altered or changed in any respect whatsoever by a change of ownership.

IN WITNESS WHEREOF, the parties hereto have adopted this Agreement as of the date first set forth above.

**\*\*SIGNATURE PAGE TO FOLLOW\*\***

RIVERSIDE ZOOLOGICAL FOUNDATION.  
d/b/a The Riverside Discovery Center,  
Non-Profit Corporation,

By:

*Taty Solte*  
President

CITY OF SCOTTSBLUFF, a  
Municipal Corporation,

By:

*Betsy Urdiak*  
Mayor

Attest:

*Kimberly Wright*  
City Clerk (seal)



