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

Regular Meeting
October 18, 2021
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. **Scottsbluff Youth Council**
   a) (informational only):
8. **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 October 4, 2021 Regular Meeting.
   b) Council to set a public hearing for November 1, 2021; 6:00 p.m. to consider a zone change for BF Properties situated in the Southeast Quarter of the Southwest Quarter of Section 20, Township 22 North, Range 54 West of the 6th P.M. Scotts Bluff County, NE from A-Agricultural to C-3 Heavy Commercial.
   c) Council to approve the reappointments of Larry Cooper and Carolyn Escamilla to the Park, Cemetery & Tree Board for five year terms.
   d) Council to approve the reappointment of Rick Wayman to the Business Improvement Board for a three year term.
9. **Claims**
   a) Council to consider and take action on claims of the City.
10. **Public Hearings:**
    a) Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26

Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.

b) Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by BDS3C, LLC for the Flyover Brewing Company Expansion Project.

c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Class CK liquor license application from 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Ave., Scottsbluff, NE.

d) Council to discuss and consider action making a recommendation to the Nebraska Liquor Control Commission naming Chad Leeling as the Liquor License Manager of 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Ave., Scottsbluff, NE.

11. **Resolution & Ordinances:**

a) Council to consider and take action on the Resolution to approve the Redevelopment Plan submitted by 26 Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.

b) Council to consider and take action on the Resolution to approve the Redevelopment Plan submitted by BDS3C, LLC for the Flyover Brewing Company Expansion Project.

c) Council to discuss and consider action on a Resolution adopting the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update.

d) Council to consider the second reading of the Ordinance amending Chapter 25, Article 2 of the Municipal code to revise the definition of Family in Section 40 for the purpose of zoning.

12. **Reports from Staff, Boards & Commissions:**

a) Council to discuss and consider action on a request from Scottsbluff-Gering Girls State Golf Championships Host Committee for a sponsorship commitment from the City for the 2021 Class B Girls State Golf Championships held in Scottsbluff/Gering.

b) Council to discuss and consider action on City of Scottsbluff Façade Improvement Grant.

13. **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.

14. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Closed1

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, October 18, 2021
Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska
Monday, October 18, 2021
Regular Meeting

Item Consent1

Council to approve the minutes of the October 4, 2021 Regular Meeting.

Staff Contact: City Council

Regular Meeting
October 4, 2021

The Scottsbluff City Council met in a regular meeting on October 4, 2021 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on October 1, 2021, 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 had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on October 1, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and 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: Jeanne McKerrigan, Nathan Green, Jordan Colwell, Angela Scanlan, and Selina Lerma. Also present were City Attorney Kent Hadenfeldt and City Manager Dustin Rief. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There were no changes. Mayor McKerrigan 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 Scanlan, seconded by Council Member Colwell,

a) The minutes of the September 20, 2021 Regular Meeting be approved.
b) A public hearing be set for October 18, 2021 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26 Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.
c) A public hearing be set for October 18, 2021 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plat submitted by BDS3C, LLC for the Flyover Brewing Company Expansion Project.
d) A public hearing be set for October 18, 2021 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a CK liquor license application from 27th Street Bro's LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Ave, Scottsbluff, NE, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan "NAYS," None. Absent: None.

Moved by Council Member Green, seconded by Council Member Scanlan, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated October 4, 2021, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

CLAIMS

3M COMPANY,YELLOW PAVEMENT MARKING TAPE,380.01; AGUALLO PAUL SR,WELDED CAN BOTTOMS X12,1200; AIR EVAC EMS, INC,FY 21/22 MEMBERSHIPS,9180; AMAZON.COM HEADQUARTERS,MISC.,355.49; ANITA'S GREENSCAPING INC,EQUIP. MAIN.,265; ANTHONY JMURPHY,PERDIEM FOR IAAI CONFERENCE,185;ARTHUR'S PIZZA,FACADE GRANT,2992.25;

AUTOZONE STORES, INC,HEADLAMP- ENGINE 1,39.98; B & H INVESTMENTS, INC,SUPP - WATER,293;BARCO MUNICIPAL PRODUCTS INC,SIGN MATERIAL - BLANKS, POSTS,6757.79; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,704.8; BLUFFS FACILITY SOLUTIONS,JAN.SUP.,1269.12;BNSF RAILWAY COMPANY,CONTRACT #BF10015832,33540.49; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,33.21;CELLCO PARTNERSHIP,CELL PHONES-PD,1701.95;CENTER FOR EDUCATION & EMPLOYMENT LAW,PUBLICATIONS-PD,278; CHRIS REYES,DEPT SUPPL-PD,210; CITIBANK N.A.,DEPT SUPP ADM,687.27; CITY OF GERING,GROUND MAINT PARK,76.6;CITY OF GRAND ISLAND,CIP-K9,7000;CITY OF SCB,PETTY CASH,75.5; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONSERV FLAG COMPANY,FLAGS - CITY HALL & FIRE,163.5;CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,54.66;CONTRACTORS MATERIALS INC.,STROBE LITE FOR D. TRUCK,224.42;CROELL INC,DEPT SUP,368.62; DALE VITITO,CIP-PATROL CAR-PD,3477; DALE'S TIRE & RETREADING, INC.,FRONT TIRES REPLACED - TOWER 1,1561.34; DAS STATE ACCOUNTINGCENTRALFINANCE,MONTHLYLONGDISTANCE,113.91;DIAMONDVOGEL,FAC ADE GRANT,887.65; DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,800; FASTENAL COMPANY,EQUIP MAINT,183.93;FAT BOYS TIRE AND AUTO,2 TIRES FOR D. TRUCK,875.94;FEDERAL EXPRESS CORPORATION,POSTAGE,1089.11; FLOYD'S TRUCK CENTER SCOTTSBLUFF,WATER PUMP FOR UNIT #825,848.36; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1270;FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT-PD,764.03;FUN EXPRESS, LLC,DEP. SUP.,576.81; HARVEST QUEST INTERNATIONAL,DEPT SUP,8250;HAWKINS, INC.,CHEMICALS,3694.85;HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,1928.48;HEARTLAND EXPRESSWAY ASSOCIATION,2021 ANNUAL MEETING EXP.,60;HONEY WAGON EXPRESS,CONTRACTUAL PARK,225;HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,425; HYDROTEX PARTNERS, LTD,POWER & INJECTOR KLEEN, ESSENTIAL LUBE,1019.52; IDEAL LAUNDRY AND CLEANERS, INC.,SHOP TOWELS, MOPS, RUGS,400.13; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,40.4;INGRAM LIBRARY SERVICES INC,COLL.,619.9;INLAND TRUCK PARTS & SERVICE,AIRCOMPRESSORFORD.TRUCK,737.4;INTERNALREVENUESERVICE,WITHHOLDIN GS,71532.97; INTRALINKS, INC,DATTO ALTO - ADM/WATER SEPT 2021,2635; J G ELLIOTT CO.INC.,BOND - SELINA LERMA,170;JOHN DEERE FINANCIAL,TOOLBOX FOR NEW PICKUP,1216.02;JOHN DEERE FINANCIAL,DEPT SUPP CEM,100.01;JOHN DEERE FINANCIAL,EQUIP MAINT PARK,2975.35; KRIZ DAVIS,BLDG MAINT PARK,101.6; L-TRON CORPORATION,CIP-PATROL CARS,1079; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR AVE. B OVERLAY PROJECT,8525.5; MACQUEEN EQUIPMENT INC,SIDE SKIRT FOR SWEEPER,1331.22;MANLEY TRREL,EQUIP MAINT,350; MENARDS, INC,EQUIP MAINT,395.99; NAT'L LEAGUE OF CITIES,MEMBERSHIP DUES,1604;NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,485; NEBRASKA MACHINERY CO,KNOB FOR GRADER,7.52; NEBRASKA MUNICIPAL CLERKS' ASSOCIATION,MEMBERSHIP DUES - KIM WRIGHT,90; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,22702.34;NETWORKFLEET, INC,GPS SERVICE,286.04;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,30.2;OREGON TRAIL COMMUNITY FOUNDATION, INC,2021 OLD WEST BALLOON FEST,9980.78; PAIGE'S POSIES,CONTRACT - BID AUGUST 2021,3752;PANHANDLE AREA DEVELOPMENT DISTRICT,FY 21/22 PADD MEMBERSHIP,11656.6;PANHANDLE COOPERATIVE ASSOCIATION,FRONT TIRES REPLACED- BRUSH 1,516;PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,265;PANHANDLE HUMANE

SOCIETY,CONTRACTUAL,5491.33; PAUL REED CONSTRUCTION & SUPPLY, INC,23 CLUB BALLPARK IMPROV.,123904.98;PLATTE VALLEY BANK,HSA SAVINGS ACCOUNT,10338.36; POWERPLAN,REPAIRS TO UNIT #866 COMPOST FACILITY,2211.35;PROTEX CENTRAL, INC.,CONTRACTUAL SVC,236;PT HOSE AND BEARING,SHEAVE FOR GRINDLZR,131.47; QUILL CORPORATION,DEPT SUPPL-PD,502.84;RAY ALLEN MANUFACTURING, LLC,CIP-PATROL CAR-PD,1304.98;REGIONAL CARE INC,HEALTH INS. - OCTOBER 2021,98603.92; REGISTEROFDEEDS,LEGAL,60;RIVERSIDEZOOLOGICALFOUNDATION,CONTRACTUAL,7500 0; ROALKVAN DREW,SCHOOLS & CONF-PD,178; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,3189.44;S M E C,EMPLOYEE DEDUCTION,150.27;SARGENT IRRIGATION INC.,EQUIPMENT,28168.41; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,PRINTING ON T-SHIRTS,168;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL-PD,4167.18;SIMON CONTRACTORS,PAYMENT ON AVE. B OVERLAY PROJECT,111777.72; SNELL SERVICES INC.,EQUIP. MAIN.,249.2;SOUTHERN UNIFORM EQUIPMENT,UNIFORM T-SHIRTS,824.02; STARR LEHL,LEAGUE CONF. - EXPENSE,33.12;STATE HEALTH LAB,SAMPLES,1446; STATE OF NE.,CONTRACTUAL-PD,525; TERRY D SCOTT,VEH MAINT PARK,248.93;THEPEAVEYCORP,INVESTSUPPLPD,448.5;THOMPSONGLASS,INC,WINDSHIELD REPLACEMENT - UNIT 1,318; TIM BLOMENKAMP,FACADE GRANT,10000; TOSSED & FOUND ANTIQUES,FACADE GRANT,497.55; TYLER TECHNOLOGIES, INC,UB ONLINE 10/1/21 - 10/31/21,348;UNION BANK & TRUST,RETIREMENT,41218.65;UNITED STATES WELDING,CO2 TANK RENTAL,48.2;US BANK,SCHOOLS & CONF,7620.66; WALMART,DEPT SUPP ADM,488.3; WEITZELJOHN,SCHOOLS & CONF-PD,175.34; WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,896.1; WHITING SIGNS,CIP-PATROL CAR-PD,765; ZM LUMBER INC,SUPP - HEM FIR,48; REFUND, JENNIFER PETERSON, 56.07.

Mayor McKerrigan opened the public hearing at 6:04 p.m. to consider the One and Six Year Street Improvement Plan. Public Works Director Mark Bohl approached Council and explained each year the State requires a filing of the One and Six Year Street Plan. He went on to add there is nothing listed on the one year plan, what is shown are out year projects that private developers will construct to City standards then turn over to the City to maintain. He explained we will finish Avenue B and West Overland this year, as those were on last year's one year plan.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:06 p.m.

Mayor McKerrigan opened the public hearing at 6:06 p.m. to receive a report from the LB840 Citizen Review Committee. Economic Development Director Starr Lehl came forward and explained the Citizens Advisory Review Committee met on September 28th and a copy of the minutes is in Council packets. She advised Council the committee approved the annual reports received for year ending September 30, 2020, December 31, 2020, March 31, 2021, and June 30, 2021. In addition all business reports except two, EagleMed and Elite Urgent Care were in compliance under the Program. Ms. Lehl also explained the committee discussed an amendment to the existing plan to add retail. The retail component would include businesses that had fewer than 20 employees. She added that a restriction framework for retail, because it is more risky, was also discussed that would include paying rent, utilities or a combination of both on a monthly basis instead of giving a payment. In addition this component would need to come before Council for final approval to amend the plan.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:09 p.m.

Mayor McKerrigan read the proclamation naming October as Manufacturing Month. After the reading, Ms. Starr Lehl approached Council and stated that Nebraska manufacturing employment has surpassed pre pandemic numbers; there is over 101,000 Nebraskans working in manufacturing since August of 2008 and manufacturing is second only to agriculture in the State.

Ms. Susan Wiedeman with Panhandle Cooperative Association and Ms. Michele Denton with West Nebraska Arts Center approached Council regarding a Special Designated Liquor License to serve beer, wine and distilled spirits at the Boos and Brews fundraiser event on October 29th from 5:00-11:30 p.m. Ms. Wiedeman explained the event was not held last year and they have to come before Council because the Arts Center is a City owned building. Police Chief Kevin Spencer commented he has no issues as they have never been called to an event at the Arts Center. Council Member Scanlan moved, seconded by Council Member Green to approve the Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine and distilled spirits at the West Nebraska Arts Center, 106 East 18th Street, Scottsbluff on October 29, 2021 from 5:00-11:30 p.m., "YEAS," Scanlan, McKerrigan, Lerma, Colwell, and Green. "NAYS," None. Absent: None.

City Manager Rief presented the list of appointments/reappointments to boards and commissions in the City of Scottsbluff. He explained two reappointed members to the Parks, Cemetery and Tree Board will be on the next agenda as they were inadvertently overlooked. He then went over each board naming the members who were appointed and reappointed.

Board of Adjustment & Building & Fire Codes Exception Bd. – 3 yr term: Troy Herman, Michael Mawhinney, and Raul Aguallo (alternate)
Business Improvement Board – 3 yr term: Ralph Paez, Michele Denton, Priscilla Bailey
Park, Cemetery, & Tree Board – 5 yr term: Eugene Batt and Ashlee Wilson
Planning Commission – 3 yr term: Dana Weber
Library Board – 5 yr term: Jessica Dutton and Anne Radford
Plumbers Examining Board – 4 yr term: Larry McCaslin and Robert McCormick

Mr. Rief also stated in the future we will be doing better public outreach to fill the vacancies of open board positions; he is recommending approval of the board members. Council Member Green made a motion, seconded by Council Member Scanlan to approve the City Manager appointments to boards and commissions, "YEAS," Lerma, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

Ms. Krista Baird representing the Midwest Theater approached Council regarding a Community Festival Permit for the Oregon Trail Zombie Invasion on October 16, 2021. Ms. Baird explained the plans for the event have changed a bit since the Old West Band Competition is happening at the same time. She added they are partnering with WNCC Theater and also Panhandle Public Health who will be hosting a vaccine clinic at the 18th Street Plaza. The event will include music, food vendors, costume contest, business window contest and a zombie crawl. Council Member Lerma moved, seconded by Council Member Scanlan to approve the Community Festival Permit for the Midwest Theater on October 16, 2021 from 10:00 a.m. to 3:00 p.m. to include street closure and noise permit for the Oregon Trail Zombie Invasion Event, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Regarding the Resolution authorizing the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2021, Public Works Director Mark Bohl approached Council and explained this certifies that the City has met the criteria regarding the One and Six Year Street Program; this is an annual certification that requires a public

hearing. Council Member Green moved, seconded by Council Member Colwell to authorize the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2021 and authorize the Mayor to sign the Certification, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2021

Resolution No. 21-10-01

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of City of Scottsbluff
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this 4th day of October (Month), 2021 at Scottsbluff Nebraska.

City Council/Village Board Members

Jeanne McKerrigan	Jordan Colwell
Nathan Green	Angela Scanlan
Selina Lerma	

City Council/Village Board Member Green
Moved the adoption of said resolution
Member Colwell Seconded the Motion
Roll Call: 5 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)

Planning Administrator Zach Glaubius approached Council regarding considering an Ordinance amending Chapter 25, Article 2 of the Municipal Code to revise the definition of Family in Section 40 for the purpose of zoning. Mr. Glaubius explained on September 13th the Planning Commission gave a positive recommendation to amend 25-2-40 regarding the definition of "family" in the zoning code as it is outdated, commenting the new definition is based on the definition used by several other Nebraska municipalities.

Council Member Green asked what the necessity is of defining family in building code, asking if it could exist without the word family in there at all. Mr. Glaubius answered we would have to do more of a comprehensive zoning code change if we were to remove family to have multi-unit and single unit households. Legal Counsel Hadenfeldt agreed, stating if we took out family it would require a major over haul of our entire zoning code; here they are just trying to simplify the definition, they are not projecting what someone's idea of a family is for any other purpose than zoning.

Council introduced the Ordinance amending Chapter 25, Article 2 of the Municipal Code to revise the definition of Family in Section 40 for the purpose of zoning and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25, ARTICLE 2, SECTION 40 OF THE SCOTTSBLUFF MUNICIPAL CODE REGARDING THE DEFINITION OF FAMILY, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Ms. Starr Lehl presented the Economic Development Agreement for Rodriguez Brother Processing, LLC stating the LB840 Application Review Committee unanimously voted to approve the application. She further explained the Rodriguez Brothers are purchasing Robinson Meat Processing in Mitchell. The business has been open for over 42 years and all of the brothers have worked there for an extensive amount of time; they are requesting a grant in the amount of $50,000.

Mr. Rigoberto Rodriguez approached Council and explained they are seeking assistance to keep the service going, stating when COVID hit they received many calls because they provide an essential service. He further added they are booked into 2023.

Council Member Colwell moved, seconded by Council Member Scanlan to approve the Economic Development Agreement for Rodriguez Brothers Processing, LLC, "YEAS," Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

Council Member Scanlan made a motion, seconded by Council Member Green to remove from the table the City Manager evaluation, "YEAS," Scanlan, McKerrigan, Lerma, Colwell, and Green. "NAYS," None. Absent: None.

Mayor McKerrigan, by request of Council, asked Legal Counsel Hadenfeldt to define what City Manager Rief's Agreement says in regards to pay increases. Mr. Hadenfeldt explained the Agreement states an introductory and potential merit increase upon a satisfactory performance review, but after that there is a sentence that states the increases will be implemented on Rief's start date anniversary, which would be March 1st, unless it is otherwise agreed upon.

Mr. Rief commented he was under the understanding that the increase would be implemented in the same fashion as the other employees as referenced in Section 4 of the City's Personnel Manuel; by mutual agreement if he agrees and Council agrees it is okay to do now. His intention is to be treated fairly and the same way as the rest of the employees at six months and one year.

Legal Counsel Hadenfeldt then stated to complete the evaluation Council would need to determine if Mr. Rief had a satisfactory rating on his evaluation. Council Member Green moved, seconded by Council Member Scanlan to give City Manager Rief a satisfactory review on his 6 month bi-annual evaluation, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Legal Counsel Hadenfeldt then informed Council they would need to determine how they want to proceed. He read the section in Mr. Rief's Agreement which said any increase will be implemented on his one year anniversary date which would be March 1, 2022, unless otherwise agreed.

Council Member Scanlan moved, seconded by Council Member Lerma to approve giving City Manager Rief the 5% introductory increase starting September 1, 2021 for his 6 month review concurrent with the positive performance evaluation, "YEAS," Green, Lerma, Scanlan, McKerrigan. "NAYS," Colwell. Absent: None.

Under Council Reports, Mayor McKerrigan reported on Tri City Active Living. Council Member Green reported on Heartland Express.

Council Member Colwell moved, seconded by Council Member Scanlan to adjourn the meeting at 6:50 p.m., "YEAS," Lerma, Colwell, McKerrrigan, Green, and Scanlan. "NAYS," None. Absent: None.

_____

Mayor

Attest:

_____

City Clerk

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Consent2

Council to set a public hearing for November 1, 2021; 6:00 p.m. to consider a zone change for BF Properties situated in the Southeast Quarter of the Southwest Quarter of Section 20, Township 22 North, Range 54 West of the 6th P.M. Scotts Bluff County, NE from A-Agricultural to C-3 Heavy Commercial.

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Consent3

Council to approve the reappointments of Larry Cooper and Carolyn Escamilla to the Park, Cemetery & Tree Board for five year terms.

Staff Contact: Dustin Rief, City Manager

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Consent4

Council to approve the reappointment of Rick Wayman to the Business Improvement Board for a three year term.

Staff Contact: Dustin Rief, City Manager

City of Scottsbluff, Nebraska
Monday, October 18, 2021
Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director

Description (Payable)	Account Name	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	342.36
EQUIP MAINT PD	EQUIPMENT MAINTENANCE	-8.26
	Fund 111 - GENERAL Total:	**334.10**
Fund: 621 - ENVIRONMENTAL SERVICES		
CAMBIUM INTERNET 10/1/21 - ...	PHONE & INTERNET	55.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**55.00**
Fund: 631 - WASTEWATER		
CAMBIUM INTERNET 10/1/21 - ...	PHONE & INTERNET	55.00
	Fund 631 - WASTEWATER Total:	**55.00**
	Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	**444.10**
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 111 - GENERAL		
FOUR-WAY VALVE TOOL	DEPARTMENT SUPPLIES	2.79
	Fund 111 - GENERAL Total:	**2.79**
Fund: 212 - TRANSPORTATION		
SWITCH FOR SHOP PICKUP	VEHICLE MAINTENANCE	26.23
	Fund 212 - TRANSPORTATION Total:	**26.23**
	Vendor 02583 - ADVANCE AUTO PARTS Total:	**29.02**
Vendor: 09021 - AIRGAS USA, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
SAFETY GLASSES	UNIFORMS & CLOTHING	6.46
WELDING JACKET AND CAP	DEPARTMENT SUPPLIES	68.84
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**75.30**
	Vendor 09021 - AIRGAS USA, LLC Total:	**75.30**
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	241.02
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.64
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	38.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	143.29
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	330.48
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,215.24
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	708.07
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	235.75
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	29.96
	Fund 111 - GENERAL Total:	**3,208.79**
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	423.11
	Fund 212 - TRANSPORTATION Total:	**423.11**
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.64
	Fund 213 - CEMETERY Total:	**71.64**
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	104.47
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**104.47**

Description (Payable)	Account Name		Amount
Fund: 621 - ENVIRONMENTAL SERVICES			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		167.94
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**167.94**
Fund: 631 - WASTEWATER			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		157.74
		Fund 631 - WASTEWATER Total:	**157.74**
Fund: 641 - WATER			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		149.97
		Fund 641 - WATER Total:	**149.97**
Fund: 661 - STORMWATER			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		34.05
		Fund 661 - STORMWATER Total:	**34.05**
Fund: 721 - GIS SERVICES			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		35.17
		Fund 721 - GIS SERVICES Total:	**35.17**
Fund: 725 - CENTRAL GARAGE			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		35.00
		Fund 725 - CENTRAL GARAGE Total:	**35.00**
		Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	**4,387.88**
Vendor: 04575 - AUTOZONE STORES, INC			
Fund: 111 - GENERAL			
VEH MAINT FIRE	VEHICLE MAINTENANCE		23.89
VEH MAINT FIRE	VEHICLE MAINTENANCE		288.78
VEH MAINT-PD	VEHICLE MAINTENANCE		13.47
VEH MAINT FIRE	VEHICLE MAINTENANCE		-288.78
VEH MAINT FIRE	VEHICLE MAINTENANCE		-23.89
		Fund 111 - GENERAL Total:	**13.47**
Fund: 212 - TRANSPORTATION			
VEH MAINT STREET	VEHICLE MAINTENANCE		5.09
		Fund 212 - TRANSPORTATION Total:	**5.09**
		Vendor 04575 - AUTOZONE STORES, INC Total:	**18.56**
Vendor: 00271 - B&C STEEL CORPORATION			
Fund: 621 - ENVIRONMENTAL SERVICES			
DEPARTMENT SUPPLIES	DEPARTMENT SUPPLIES		244.52
EQUIPMENT MTNC	EQUIPMENT MAINTENANCE		37.91
EQUIPMENT MTNC	EQUIPMENT MAINTENANCE		31.27
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**313.70**
		Vendor 00271 - B&C STEEL CORPORATION Total:	**313.70**
Vendor: 08787 - BEEHIVE INDUSTRIES,LLC			
Fund: 111 - GENERAL			
DS CNTRCL SRVCS	CONTRACTUAL SERVICES		8,425.00
		Fund 111 - GENERAL Total:	**8,425.00**
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		5,625.00
		Fund 631 - WASTEWATER Total:	**5,625.00**
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		5,625.00
		Fund 641 - WATER Total:	**5,625.00**
Fund: 661 - STORMWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		5,625.00
		Fund 661 - STORMWATER Total:	**5,625.00**
		Vendor 08787 - BEEHIVE INDUSTRIES,LLC Total:	**25,300.00**

Description (Payable)	Account Name	Amount
Vendor: 10102 - BLOEDORN LUMBER CO - ALLIANCE		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	235.34
	Fund 111 - GENERAL Total:	**235.34**
	Vendor 10102 - BLOEDORN LUMBER CO - ALLIANCE Total:	**235.34**
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	19.99
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	20.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	19.68
DEPT SUPP ADM	DEPARTMENT SUPPLIES	-12.12
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	90.43
	Fund 111 - GENERAL Total:	**288.02**
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPARTMENT SUPPLIES	DEPARTMENT SUPPLIES	82.94
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**82.94**
	Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:	**370.96**
Vendor: 00546 - BOHL, MARK		
Fund: 212 - TRANSPORTATION		
REIMBURSEMENT FOR CDL	MISCELLANEOUS	59.50
	Fund 212 - TRANSPORTATION Total:	**59.50**
	Vendor 00546 - BOHL, MARK Total:	**59.50**
Vendor: 04893 - BROWN'S SHOE FIT, CO.		
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	85.00
	Fund 631 - WASTEWATER Total:	**85.00**
	Vendor 04893 - BROWN'S SHOE FIT, CO. Total:	**85.00**
Vendor: 06553 - BRUNZ, BRANDI		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	255.00
	Fund 111 - GENERAL Total:	**255.00**
	Vendor 06553 - BRUNZ, BRANDI Total:	**255.00**
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	187.77
CONTRACTUAL-PD	CONTRACTUAL SERVICES	59.00
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	105.92
	Fund 111 - GENERAL Total:	**352.69**
	Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	**352.69**
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
IPADS, CELL PHONES, TABLETS ...	DEPARTMENT SUPPLIES	31.02
IPADS, CELL PHONES, TABLETS ...	PHONE & INTERNET	20.04
	Fund 111 - GENERAL Total:	**51.06**
Fund: 212 - TRANSPORTATION		
IPADS, CELL PHONES, TABLETS ...	PHONE & INTERNET	641.92
	Fund 212 - TRANSPORTATION Total:	**641.92**
Fund: 621 - ENVIRONMENTAL SERVICES		
IPADS, CELL PHONES, TABLETS ...	PHONE & INTERNET	80.16
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**80.16**
Fund: 631 - WASTEWATER		
CELL PHONES / CONTRACTUAL ...	CONTRACTUAL SERVICES	100.19
CELL PHONES / CONTRACTUAL ...	CELLULAR PHONE	43.30

Description (Payable)	Account Name		Amount
IPADS, CELL PHONES, TABLETS ...	PHONE & INTERNET		30.06
		Fund 631 - WASTEWATER Total:	**173.55**
Fund: 641 - WATER			
CELL PHONES / CONTRACTUAL ...	CONTRACTUAL SERVICES		60.09
CELL PHONES / CONTRACTUAL ...	CELLULAR PHONE		43.30
IPADS, CELL PHONES, TABLETS ...	PHONE & INTERNET		30.06
		Fund 641 - WATER Total:	**133.45**
Fund: 721 - GIS SERVICES			
IPADS, CELL PHONES, TABLETS ...	PHONE & INTERNET		10.02
		Fund 721 - GIS SERVICES Total:	**10.02**
		Vendor 07911 - CELLCO PARTNERSHIP Total:	**1,090.16**
Vendor: 04577 - CENTER POINT INC			
Fund: 111 - GENERAL			
Coll.	COLLECTIONS		1,697.04
		Fund 111 - GENERAL Total:	**1,697.04**
		Vendor 04577 - CENTER POINT INC Total:	**1,697.04**
Vendor: 03290 - CIRRUS HOUSE, INC.			
Fund: 111 - GENERAL			
CONTRACTUAL-PD	CONTRACTUAL SERVICES		1,137.43
		Fund 111 - GENERAL Total:	**1,137.43**
		Vendor 03290 - CIRRUS HOUSE, INC. Total:	**1,137.43**
Vendor: 05859 - CITIBANK, N.A.			
Fund: 212 - TRANSPORTATION			
SUPP - ZINC BOLTS	DEPARTMENT SUPPLIES		42.30
SUPP - ZINC BOLTS	DEPARTMENT SUPPLIES		13.05
		Fund 212 - TRANSPORTATION Total:	**55.35**
		Vendor 05859 - CITIBANK, N.A. Total:	**55.35**
Vendor: 00484 - CITY OF GERING			
Fund: 621 - ENVIRONMENTAL SERVICES			
DISPOSAL FEES	DISPOSAL FEES		44,169.45
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**44,169.45**
		Vendor 00484 - CITY OF GERING Total:	**44,169.45**
Vendor: 00367 - CITY OF SCB			
Fund: 111 - GENERAL			
DEPT SUPPL/POSTAGE-PD	DEPARTMENT SUPPLIES		28.00
DEPT SUPPL/POSTAGE-PD	POSTAGE		17.55
DEPT SUPPL/POSTAGE-PD	POSTAGE		20.40
POSTAGE-PD	POSTAGE		50.30
		Fund 111 - GENERAL Total:	**116.25**
		Vendor 00367 - CITY OF SCB Total:	**116.25**
Vendor: 01976 - CLARK PRINTING LLC			
Fund: 111 - GENERAL			
DEPT SUP	DEPARTMENT SUPPLIES		224.65
		Fund 111 - GENERAL Total:	**224.65**
		Vendor 01976 - CLARK PRINTING LLC Total:	**224.65**
Vendor: 09969 - COLLEEN HERMAN			
Fund: 111 - GENERAL			
FACADE GRANT	COMMUNITY DEVELOPMENT		1,060.50
		Fund 111 - GENERAL Total:	**1,060.50**
		Vendor 09969 - COLLEEN HERMAN Total:	**1,060.50**

Description (Payable)	Account Name	Amount
Vendor: 08003 - COLORADO ASPHALT SERVICES, INC		
Fund: 212 - TRANSPORTATION		
1 LOAD COLD ASPHALT	STREET REPAIR SUPPLIES	4,210.80
	Fund 212 - TRANSPORTATION Total:	**4,210.80**
	Vendor 08003 - COLORADO ASPHALT SERVICES, INC Total:	**4,210.80**
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
	Fund 111 - GENERAL Total:	**44.00**
	Vendor 00706 - COMPUTER CONNECTION INC Total:	**44.00**
Vendor: 07359 - CONSERV FLAG COMPANY		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	61.95
	Fund 111 - GENERAL Total:	**61.95**
	Vendor 07359 - CONSERV FLAG COMPANY Total:	**61.95**
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEES/EMPL SCREEN - SEPT 2021	CONSULTING SERVICES	61.50
	Fund 111 - GENERAL Total:	**61.50**
	Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:	**61.50**
Vendor: 09767 - CROELL INC		
Fund: 212 - TRANSPORTATION		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	666.75
	Fund 212 - TRANSPORTATION Total:	**666.75**
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	399.92
	Fund 641 - WATER Total:	**399.92**
	Vendor 09767 - CROELL INC Total:	**1,066.67**
Vendor: 10202 - CS PRECISION MANUFACTURING INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECON DEV - LB 840	ECONOMIC DEVELOPMENT	150,000.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**150,000.00**
	Vendor 10202 - CS PRECISION MANUFACTURING INC Total:	**150,000.00**
Vendor: 00573 - DEMCO, INC		
Fund: 111 - GENERAL		
Grant	GRANT	1,433.75
	Fund 111 - GENERAL Total:	**1,433.75**
	Vendor 00573 - DEMCO, INC Total:	**1,433.75**
Vendor: 10195 - DUSTIN RIEF		
Fund: 111 - GENERAL		
EXPENSE - ANNUAL CONF. (9/2...	SCHOOL & CONFERENCE	398.82
	Fund 111 - GENERAL Total:	**398.82**
	Vendor 10195 - DUSTIN RIEF Total:	**398.82**
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP	DEPARTMENT SUPPLIES	23.43
DEPT SUPP	DEPARTMENT SUPPLIES	14.69
DEPT SUPP	DEPARTMENT SUPPLIES	21.04
DEPT SUPP	DEPARTMENT SUPPLIES	14.69
DEPT SUPP ADM	DEPARTMENT SUPPLIES	92.39
DEPT SUPP HR	DEPARTMENT SUPPLIES	13.28
DEPT SUPP	DEPARTMENT SUPPLIES	8.49
DEPT SUPP	DEPARTMENT SUPPLIES	8.49
DEPT SUPP	DEPARTMENT SUPPLIES	8.49
DEPT SUPP	DEPARTMENT SUPPLIES	8.49

Description (Payable)	Account Name		Amount
DEPT SUPP PD	DEPARTMENT SUPPLIES		10.02
DEPT SUPP PD	DEPARTMENT SUPPLIES		-10.02
DEPT SUPP ADM	DEPARTMENT SUPPLIES		23.88
DEPT SUPP ADM	DEPARTMENT SUPPLIES		17.04
Dep. Sup.	DEPARTMENT SUPPLIES		86.78
		Fund 111 - GENERAL Total:	**341.18**
Fund: 212 - TRANSPORTATION			
FIRST AID KIT SUPPLIES - ANTAC...	DEPARTMENT SUPPLIES		22.96
FIRST AID KIT SUPPLIES - ASPIRI...	DEPARTMENT SUPPLIES		32.92
FIRST AID KIT SUPPLIES - ANTAC...	DEPARTMENT SUPPLIES		22.96
3 FIRST AID KITS FOR VEHICLES	DEPARTMENT SUPPLIES		62.10
		Fund 212 - TRANSPORTATION Total:	**140.94**
Fund: 224 - ECONOMIC DEVELOPMENT			
DEPT SUPP	DEPARTMENT SUPPLIES		31.77
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**31.77**
		Vendor 10279 - EAKES INC Total:	**513.89**
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.			
Fund: 621 - ENVIRONMENTAL SERVICES			
DEPT SUPPLIES	DEPARTMENT SUPPLIES		16,132.85
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**16,132.85**
		Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	**16,132.85**
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250			
Fund: 641 - WATER			
SAMPLES	SAMPLES		162.00
		Fund 641 - WATER Total:	**162.00**
		Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:	**162.00**
Vendor: 06947 - ENFORCEMENT VIDEO, LLC			
Fund: 218 - PUBLIC SAFETY			
CIP-PATROL CARS-PD	EQUIPMENT		4,955.00
		Fund 218 - PUBLIC SAFETY Total:	**4,955.00**
		Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:	**4,955.00**
Vendor: 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES			
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		159.22
		Fund 631 - WASTEWATER Total:	**159.22**
		Vendor 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES Total:	**159.22**
Vendor: 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC			
Fund: 721 - GIS SERVICES			
GIS CNTRCL SRVCS	CONTRACTUAL SERVICES		15,000.00
		Fund 721 - GIS SERVICES Total:	**15,000.00**
		Vendor 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:	**15,000.00**
Vendor: 07574 - FAT BOYS TIRE AND AUTO			
Fund: 111 - GENERAL			
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE		10.00
		Fund 111 - GENERAL Total:	**10.00**
Fund: 212 - TRANSPORTATION			
TIRE REPAIR FOR SWEEPER	EQUIPMENT MAINTENANCE		36.05
		Fund 212 - TRANSPORTATION Total:	**36.05**
Fund: 631 - WASTEWATER			
VEHICLE MAINT	VEHICLE MAINTENANCE		818.00
		Fund 631 - WASTEWATER Total:	**818.00**
		Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	**864.05**

Description (Payable)	Account Name	Amount
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	163.44
	Fund 641 - WATER Total:	**163.44**
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	**163.44**
Vendor: 10035 - FINDAWAY WORLD LLC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	694.86
	Fund 111 - GENERAL Total:	**694.86**
	Vendor 10035 - FINDAWAY WORLD LLC Total:	**694.86**
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
SENSOR, DRAIN VALVE, BUSHI...	VEHICLE MAINTENANCE	105.75
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**105.75**
	Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:	**105.75**
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
	Fund 111 - GENERAL Total:	**1,490.00**
	Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:	**1,490.00**
Vendor: 05600 - GALLS INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	101.45
UNIFORMS-PD	UNIFORMS & CLOTHING	208.99
EQUIP/UNIFORMS-PD	UNIFORMS & CLOTHING	185.50
EQUIP/UNIFORMS-PD	EQUIPMENT MAINTENANCE	65.48
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	101.45
	Fund 111 - GENERAL Total:	**662.87**
	Vendor 05600 - GALLS INC Total:	**662.87**
Vendor: 09610 - GRAY TELEVISON GROUP INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,395.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	500.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	200.00
	Fund 661 - STORMWATER Total:	**2,095.00**
	Vendor 09610 - GRAY TELEVISON GROUP INC Total:	**2,095.00**
Vendor: 02696 - GREENKEEPER COMPANY, INC		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	5,962.00
	Fund 213 - CEMETERY Total:	**5,962.00**
	Vendor 02696 - GREENKEEPER COMPANY, INC Total:	**5,962.00**
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	3,459.79
	Fund 641 - WATER Total:	**3,459.79**
	Vendor 04371 - HAWKINS, INC. Total:	**3,459.79**
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	872.00

Description (Payable)	Account Name		Amount
DEPT SUP	DEPARTMENT SUPPLIES		293.07
		Fund 641 - WATER Total:	**1,165.07**
		Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	**1,165.07**
Vendor: 05667 - HOA SOLUTIONS, INC			
Fund: 631 - WASTEWATER			
EQUIP MAINT	EQUIPMENT MAINTENANCE		1,133.04
		Fund 631 - WASTEWATER Total:	**1,133.04**
		Vendor 05667 - HOA SOLUTIONS, INC Total:	**1,133.04**
Vendor: 09305 - HONEY WAGON EXPRESS			
Fund: 111 - GENERAL			
CONTRACTUAL PARK	CONTRACTUAL SERVICES		225.00
		Fund 111 - GENERAL Total:	**225.00**
		Vendor 09305 - HONEY WAGON EXPRESS Total:	**225.00**
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.			
Fund: 111 - GENERAL			
VEH MAINT PARK	VEHICLE MAINTENANCE		10.00
		Fund 111 - GENERAL Total:	**10.00**
Fund: 212 - TRANSPORTATION			
INSTALL GLASS IN SHOP BUILDI...	BUILDING MAINTENANCE		243.80
		Fund 212 - TRANSPORTATION Total:	**243.80**
		Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	**253.80**
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.			
Fund: 111 - GENERAL			
Jan. Sup.	JANITORIAL SUPPLIES		89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES		54.90
		Fund 111 - GENERAL Total:	**144.15**
Fund: 212 - TRANSPORTATION			
SUPP - MAT, TOWELS	DEPARTMENT SUPPLIES		34.62
SUPP - MATS. TOWELS	DEPARTMENT SUPPLIES		34.62
		Fund 212 - TRANSPORTATION Total:	**69.24**
Fund: 621 - ENVIRONMENTAL SERVICES			
SHOP TOWELS, RUGS, MOPS	DEPARTMENT SUPPLIES		108.14
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**108.14**
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		36.24
		Fund 631 - WASTEWATER Total:	**36.24**
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		36.25
		Fund 641 - WATER Total:	**36.25**
		Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	**394.02**
Vendor: 09291 - INGRAM LIBRARY SERVICES INC			
Fund: 111 - GENERAL			
Coll.	COLLECTIONS		1,140.05
Coll.	COLLECTIONS		26.05
Coll.	COLLECTIONS		297.12
Coll.	COLLECTIONS		82.67
		Fund 111 - GENERAL Total:	**1,545.89**
		Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	**1,545.89**
Vendor: 08525 - INTRALINKS, INC			
Fund: 111 - GENERAL			
CONTR.SERVICES - SEPT 2021	CONTRACTUAL SERVICES		1,237.50
CONTRACT SERVICES - POLICE S...	CONTRACTUAL SERVICES		157.50
CONTRACT SERVICES - LIBRARY ...	CONTRACTUAL SERVICES		202.50
		Fund 111 - GENERAL Total:	**1,597.50**

Description (Payable)	Account Name	Amount
Fund: 212 - TRANSPORTATION		
CONTR.SERVICES - SEPT 2021	CONTRACTUAL SERVICES	247.50
	Fund 212 - TRANSPORTATION Total:	**247.50**
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES - COMPOST FAC...	DEPARTMENT SUPPLIES	45.75
DELL OPTIPLEX 7090 MT - COM...	DEPARTMENT SUPPLIES	891.02
CONTR.SERVICES - SEPT 2021	CONTRACTUAL SERVICES	270.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,206.77**
Fund: 631 - WASTEWATER		
DEPT SUPPLIES - COMPOST FAC...	DEPARTMENT SUPPLIES	45.74
DELL OPTIPLEX 7090 MT - COM...	DEPARTMENT SUPPLIES	891.03
CONTR.SERVICES - SEPT 2021	CONTRACTUAL SERVICES	540.00
	Fund 631 - WASTEWATER Total:	**1,476.77**
Fund: 641 - WATER		
CONTR.SERVICES - SEPT 2021	CONTRACTUAL SERVICES	315.00
	Fund 641 - WATER Total:	**315.00**
Fund: 661 - STORMWATER		
CONTR.SERVICES - SEPT 2021	CONTRACTUAL SERVICES	22.50
	Fund 661 - STORMWATER Total:	**22.50**
	Vendor 08525 - INTRALINKS, INC Total:	**4,866.04**
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET CAMPGROUND	PHONE & INTERNET	17.95
INTERNET	PHONE & INTERNET	17.95
	Fund 111 - GENERAL Total:	**35.90**
	Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	**35.90**
Vendor: 10260 - JESSIE J. MARTINEZ		
Fund: 111 - GENERAL		
FACADE GRANT	COMMUNITY DEVELOPMENT	4,160.50
	Fund 111 - GENERAL Total:	**4,160.50**
	Vendor 10260 - JESSIE J. MARTINEZ Total:	**4,160.50**
Vendor: 01333 - KIESEL, ROB		
Fund: 812 - HEALTH INSURANCE		
LAB EXPENSE - POLICE FITNESS ...	CLAIMS EXPENSE	40.00
	Fund 812 - HEALTH INSURANCE Total:	**40.00**
	Vendor 01333 - KIESEL, ROB Total:	**40.00**
Vendor: 02522 - KITE, LANCE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	244.00
	Fund 111 - GENERAL Total:	**244.00**
	Vendor 02522 - KITE, LANCE Total:	**244.00**
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	8.92
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	52.52
TRAILER WIRE AND CIRCUIT TES...	DEPARTMENT SUPPLIES	26.95
	Fund 111 - GENERAL Total:	**88.39**
Fund: 212 - TRANSPORTATION		
SUPP - FUNNEL & BRUSH	DEPARTMENT SUPPLIES	8.95
WEED TRIMMER LINE	DEPARTMENT SUPPLIES	6.76
HOSE & FITTINGS FOR SWEEPER	EQUIPMENT MAINTENANCE	148.84
HYD FILTER FOR SWEEPER	EQUIPMENT MAINTENANCE	4.54
FILTERS FOR PICKUP	VEHICLE MAINTENANCE	13.32
BATTERY CABLE, ETC. FOR PICK...	VEHICLE MAINTENANCE	24.10
AIR FILTER FOR D. TRUCK	VEHICLE MAINTENANCE	9.35

Description (Payable)	Account Name		Amount
PARTS FOR PICKUP	VEHICLE MAINTENANCE		24.49
ANTIFREEZE FOR D. TRUCK	VEHICLE MAINTENANCE		7.32
FILTERS & HOUR METER FOR D....	VEHICLE MAINTENANCE		78.16
AIR FILTER FOR D. TRUCK	VEHICLE MAINTENANCE		25.90
SEALANT & BLAKLEEN FOR D. T...	VEHICLE MAINTENANCE		47.52
SPARK PLUGS FOR GRINDLZR	EQUIPMENT MAINTENANCE		9.96
BULBS FOR LOADER	EQUIPMENT MAINTENANCE		33.00
OIL & FUEL FILTER FOR D. TRUCK	VEHICLE MAINTENANCE		25.20
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE		24.88
FILTERS & FUEL LINE HOSE, GAS ..	EQUIPMENT MAINTENANCE		327.65
CREDIT ON FUEL PUMP FOR GR...	EQUIPMENT MAINTENANCE		-219.92
BATTERY FOR PICKUP	VEHICLE MAINTENANCE		99.95
OIL & AIR FILTERS FOR PICKUP	VEHICLE MAINTENANCE		13.32
OIL FILTER	VEHICLE MAINTENANCE		5.62
VALVE CLEANER FOR WEED TR...	EQUIPMENT MAINTENANCE		11.88
SOLENOID FOR D. TRUCK	VEHICLE MAINTENANCE		19.35
RELAY & ANTIFREEZE FOR D. TR...	VEHICLE MAINTENANCE		80.32
ANTIFREEZE	OIL & ANTIFREEZE		114.45
PARTS FOR PAINT STRIPER	EQUIPMENT MAINTENANCE		395.28
PARTS - CARB KIT	VEHICLE MAINTENANCE		84.77
CREDIT ON CARB KIT	VEHICLE MAINTENANCE		-84.77
		Fund 212 - TRANSPORTATION Total:	**1,340.19**
Fund: 621 - ENVIRONMENTAL SERVICES			
HOSE, FITTINGS, CLEANER FOR ...	VEHICLE MAINTENANCE		72.02
FUEL FILTER FOR UNIT #816	VEHICLE MAINTENANCE		51.45
SHOP SUPPLIES & VEHICLE MT...	DEPARTMENT SUPPLIES		29.90
SHOP SUPPLIES & VEHICLE MT...	VEHICLE MAINTENANCE		68.77
MANUAL BARREL PUMP	DEPARTMENT SUPPLIES		87.13
CONNECTORS & TRANS FLUID ...	VEHICLE MAINTENANCE		31.65
HOSE CLAMP FOR UNIT #824	VEHICLE MAINTENANCE		1.91
CONNECTOR FOR UNIT #820	VEHICLE MAINTENANCE		4.80
BATTERY FOR UNIT #829	EQUIPMENT MAINTENANCE		94.96
GREASE FOR SHOP	DEPARTMENT SUPPLIES		59.80
VEHICLE MTNC & DEPST SUPPLI...	DEPARTMENT SUPPLIES		23.13
VEHICLE MTNC & DEPST SUPPLI...	VEHICLE MAINTENANCE		81.27
BATTERY FOR UNIT #819	EQUIPMENT MAINTENANCE		130.36
SEAT CREEPER, CASTERS, GRIND...	DEPARTMENT SUPPLIES		121.14
HYDRAULIC FLUID FOR SHOP	DEPARTMENT SUPPLIES		731.74
FLAP DISC & CUT OFF WHEEL	DEPARTMENT SUPPLIES		21.12
SHOP SUPPLIES	DEPARTMENT SUPPLIES		100.15
DISC FOR GRINDER	DEPARTMENT SUPPLIES		22.26
TOPSIDE CREEPER	DEPARTMENT SUPPLIES		348.28
FUEL FILTER FOR UNIT #838	EQUIPMENT MAINTENANCE		9.48
SHOP SUPPLIES	DEPARTMENT SUPPLIES		41.83
SHOP SUPPLIES - FITTINGS	DEPARTMENT SUPPLIES		8.92
FITTINGS, COUPLES, GREASE FO...	DEPARTMENT SUPPLIES		51.91
CORE DEPOSIT	EQUIPMENT MAINTENANCE		-18.00
LEATHER GLOVES	UNIFORMS & CLOTHING		74.95
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**2,250.93**
Fund: 641 - WATER			
VEHICLE MAINT	VEHICLE MAINTENANCE		322.91
VEHICLE MAINT	VEHICLE MAINTENANCE		153.49
		Fund 641 - WATER Total:	**476.40**
		Vendor 09747 - KNOW HOW LLC Total:	**4,155.91**
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT			
Fund: 111 - GENERAL			
CREDIT - POLICE VEHICLES	VEHICLE INSURANCE		-9.84
21/22 RENEWAL	WORKERS COMPENSATION		562.59
21/22 RENEWAL	WORKERS COMPENSATION		1,750.35

Description (Payable)	Account Name		Amount
21/22 RENEWAL	WORKERS COMPENSATION		43,783.81
21/22 RENEWAL	WORKERS COMPENSATION		75,001.73
21/22 RENEWAL	WORKERS COMPENSATION		374.94
21/22 RENEWAL	WORKERS COMPENSATION		717.27
21/22 RENEWAL	WORKERS COMPENSATION		8,520.28
21/22 RENEWAL	PROP & EQUIP INSURANCE		6,423.85
21/22 RENEWAL	PROP & EQUIP INSURANCE		4,035.86
21/22 RENEWAL	PROP & EQUIP INSURANCE		5,998.80
21/22 RENEWAL	PROP & EQUIP INSURANCE		44.87
21/22 RENEWAL	PROP & EQUIP INSURANCE		22,185.31
21/22 RENEWAL	PROP & EQUIP INSURANCE		36,038.82
21/22 RENEWAL	LIABILITY INSURANCE		24,737.00
21/22 RENEWAL	LIABILITY INSURANCE		21,674.00
21/22 RENEWAL	LIABILITY INSURANCE		8,708.00
21/22 RENEWAL	LIABILITY INSURANCE		53,083.00
21/22 RENEWAL	LIABILITY INSURANCE		3,853.00
21/22 RENEWAL	LIABILITY INSURANCE		5,969.00
21/22 RENEWAL	LIABILITY INSURANCE		2,625.00
21/22 RENEWAL	VEHICLE INSURANCE		672.97
21/22 RENEWAL	VEHICLE INSURANCE		346.99
21/22 RENEWAL	VEHICLE INSURANCE		14,593.12
21/22 RENEWAL	VEHICLE INSURANCE		19,576.48
21/22 RENEWAL	VEHICLE INSURANCE		7,649.09
CREDIT - POLICE VEHICLES	VEHICLE INSURANCE		-348.54
		Fund 111 - GENERAL Total:	**368,567.75**
Fund: 212 - TRANSPORTATION			
21/22 RENEWAL	WORKERS COMPENSATION		20,722.72
21/22 RENEWAL	PROP & EQUIP INSURANCE		17,330.73
21/22 RENEWAL	LIABILITY INSURANCE		14,800.00
21/22 RENEWAL	VEHICLE INSURANCE		24,303.48
		Fund 212 - TRANSPORTATION Total:	**77,156.93**
Fund: 213 - CEMETERY			
21/22 RENEWAL	WORKERS COMPENSATION		2,734.16
21/22 RENEWAL	PROP & EQUIP INSURANCE		2,525.06
21/22 RENEWAL	LIABILITY INSURANCE		1,347.00
21/22 RENEWAL	VEHICLE INSURANCE		1,407.19
		Fund 213 - CEMETERY Total:	**8,013.41**
Fund: 224 - ECONOMIC DEVELOPMENT			
21/22 RENEWAL	WORKERS COMPENSATION		103.61
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**103.61**
Fund: 621 - ENVIRONMENTAL SERVICES			
21/22 RENEWAL	WORKERS COMPENSATION		21,109.18
21/22 RENEWAL	PROP & EQUIP INSURANCE		21,135.25
21/22 RENEWAL	LIABILITY INSURANCE		11,472.00
21/22 RENEWAL	VEHICLE INSURANCE		44,992.58
PROPERTY INS. - COMPOST CO...	PROP & EQUIP INSURANCE		1,399.66
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**100,108.67**
Fund: 631 - WASTEWATER			
21/22 RENEWAL	WORKERS COMPENSATION		6,966.37
21/22 RENEWAL	PROP & EQUIP INSURANCE		68,007.67
21/22 RENEWAL	LIABILITY INSURANCE		13,787.00
21/22 RENEWAL	VEHICLE INSURANCE		17,912.12
PROPERTY INS. - COMPOST CO...	PROP & EQUIP INSURANCE		1,399.65
		Fund 631 - WASTEWATER Total:	**108,072.81**
Fund: 641 - WATER			
21/22 RENEWAL	WORKERS COMPENSATION		7,859.47
21/22 RENEWAL	PROP & EQUIP INSURANCE		36,297.78
21/22 RENEWAL	LIABILITY INSURANCE		10,896.00

Description (Payable)	Account Name		Amount
21/22 RENEWAL	VEHICLE INSURANCE		7,411.54
		Fund 641 - WATER Total:	**62,464.79**
Fund: 661 - STORMWATER			
21/22 RENEWAL	VEHICLE INSURANCE		402.44
		Fund 661 - STORMWATER Total:	**402.44**
Fund: 721 - GIS SERVICES			
21/22 RENEWAL	WORKERS COMPENSATION		38.52
		Fund 721 - GIS SERVICES Total:	**38.52**
		Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	**724,928.93**
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES			
Fund: 111 - GENERAL			
CONF. REGISTR & EXP (SCANLA...	SCHOOL & CONFERENCE		422.00
CONF. REGISTR & EXP (SCANLA...	SCHOOL & CONFERENCE		422.00
		Fund 111 - GENERAL Total:	**844.00**
		Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:	**844.00**
Vendor: 10134 - LEE BHM CORP			
Fund: 111 - GENERAL			
PUBLISHING	LEGAL PUBLICATIONS		13.99
PUBLISHING	LEGAL PUBLICATIONS		247.30
PUBLISHING	LEGAL PUBLICATIONS		71.55
PUBLISHING	LEGAL PUBLICATIONS		10.36
PUBLISHING	RECRUITMENT		650.00
		Fund 111 - GENERAL Total:	**993.20**
Fund: 212 - TRANSPORTATION			
PUBLISHING	LEGAL PUBLICATIONS		8.81
		Fund 212 - TRANSPORTATION Total:	**8.81**
Fund: 224 - ECONOMIC DEVELOPMENT			
PUBLISHING	PUBLICATIONS		34.71
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**34.71**
Fund: 621 - ENVIRONMENTAL SERVICES			
PUBLISHING	LEGAL PUBLICATIONS		424.96
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**424.96**
		Vendor 10134 - LEE BHM CORP Total:	**1,461.68**
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT			
Fund: 111 - GENERAL			
CONSULTING-PD	CONSULTING SERVICES		100.00
		Fund 111 - GENERAL Total:	**100.00**
		Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	**100.00**
Vendor: 10285 - L-TRON CORPORATION			
Fund: 111 - GENERAL			
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		28.55
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		37.05
		Fund 111 - GENERAL Total:	**65.60**
		Vendor 10285 - L-TRON CORPORATION Total:	**65.60**
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC			
Fund: 111 - GENERAL			
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES		380.00
		Fund 111 - GENERAL Total:	**380.00**
		Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	**380.00**
Vendor: 08317 - MATHESON TRI-GAS INC			
Fund: 641 - WATER			
RENT MACHINES	RENT-MACHINES		64.62
		Fund 641 - WATER Total:	**64.62**
		Vendor 08317 - MATHESON TRI-GAS INC Total:	**64.62**

Description (Payable)	Account Name	Amount
Vendor: 08934 - MATTHEW MURPHY		
Fund: 212 - TRANSPORTATION		
MEALS FOR OUT OF TOWN TRA...	SCHOOL & CONFERENCE	65.00
	Fund 212 - TRANSPORTATION Total:	**65.00**
	Vendor 08934 - MATTHEW MURPHY Total:	**65.00**
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
FIREARMS RANGE SUPL-PD	FIREARMS RANGE SUPPLIES	16.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	45.76
GROUND MAINT PARK	GROUNDS MAINTENANCE	8.87
	Fund 111 - GENERAL Total:	**71.62**
Fund: 212 - TRANSPORTATION		
KEVLAR CABLES	DEPARTMENT SUPPLIES	59.96
SUPP - TANK SPRAYER	DEPARTMENT SUPPLIES	14.97
	Fund 212 - TRANSPORTATION Total:	**74.93**
	Vendor 07628 - MENARDS, INC Total:	**146.55**
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB PROCESSING - SEPT 2021	CONTRACTUAL SERVICES	944.48
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**944.48**
Fund: 631 - WASTEWATER		
UB PROCESSING - SEPT 2021	CONTRACTUAL SERVICES	944.48
	Fund 631 - WASTEWATER Total:	**944.48**
Fund: 641 - WATER		
UB PROCESSING - SEPT 2021	CONTRACTUAL SERVICES	944.48
	Fund 641 - WATER Total:	**944.48**
	Vendor 07938 - MIDWEST CONNECT, LLC Total:	**2,833.44**
Vendor: 10297 - MONTELONGO JOSE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.36
	Fund 111 - GENERAL Total:	**23.36**
	Vendor 10297 - MONTELONGO JOSE Total:	**23.36**
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - SEPT 2021	CONTRACTUAL SERVICES	39.99
	Fund 111 - GENERAL Total:	**39.99**
	Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:	**39.99**
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
LODGING TAX	LEGAL FEES	321.65
	Fund 111 - GENERAL Total:	**321.65**
	Vendor 00797 - NE DEPT OF REVENUE Total:	**321.65**
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC		
Fund: 111 - GENERAL		
DRIVERS LIC REQ - SEPT 2021	CONSULTING SERVICES	22.50
	Fund 111 - GENERAL Total:	**22.50**
	Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	**22.50**
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	440.76
Electric	ELECTRICITY	933.96
Electric	ELECTRICITY	36.81
Electric	ELECTRICITY	933.96
Electric	ELECTRICITY	90.31
Electric	ELECTRICITY	226.00

Description (Payable)	Account Name		Amount
Electric	ELECTRICITY		2,034.09
Electric	ELECTRICITY		637.83
Electric	ELECTRICITY		3,612.39
Electric	ELECTRICITY		231.66
Electric	STREET LIGHTS		100.40
		Fund 111 - GENERAL Total:	**9,278.17**
Fund: 212 - TRANSPORTATION			
Electric	ELECTRICITY		476.35
Electric	ELECTRICITY		122.24
Electric	ELECTRIC POWER		1,553.42
Electric	STREET LIGHTS		26,642.83
		Fund 212 - TRANSPORTATION Total:	**28,794.84**
Fund: 213 - CEMETERY			
Electric	ELECTRICITY		817.32
		Fund 213 - CEMETERY Total:	**817.32**
Fund: 216 - BUSINESS IMPROVEMENT			
Electric	STREET LIGHTS		85.42
		Fund 216 - BUSINESS IMPROVEMENT Total:	**85.42**
Fund: 621 - ENVIRONMENTAL SERVICES			
Electric	ELECTRICITY		515.75
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**515.75**
Fund: 631 - WASTEWATER			
Electric	ELECTRICITY		606.19
Electric	ELECTRIC POWER		41.42
		Fund 631 - WASTEWATER Total:	**647.61**
Fund: 641 - WATER			
Electric	ELECTRICITY		23.00
Electric	ELECTRIC POWER		321.07
		Fund 641 - WATER Total:	**344.07**
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	**40,483.18**
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION			
Fund: 661 - STORMWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		325.00
		Fund 661 - STORMWATER Total:	**325.00**
		Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:	**325.00**
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.			
Fund: 111 - GENERAL			
Equip. Main.	EQUIPMENT MAINTENANCE		742.00
Equip. Main.	EQUIPMENT MAINTENANCE		60.00
		Fund 111 - GENERAL Total:	**802.00**
		Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:	**802.00**
Vendor: 02187 - NEBRASKA STATE TREASURER'S OFFICE			
Fund: 111 - GENERAL			
UNCLAIMED PROPERTY 2017	DEPARTMENT SUPPLIES		94.95
		Fund 111 - GENERAL Total:	**94.95**
		Vendor 02187 - NEBRASKA STATE TREASURER'S OFFICE Total:	**94.95**
Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM			
Fund: 661 - STORMWATER			
MEMBERSHIPS	MEMBERSHIPS		130.00
		Fund 661 - STORMWATER Total:	**130.00**
		Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:	**130.00**

Description (Payable)	Account Name		Amount
Vendor: 09832 - NEBRASKALAND TIRE INC			
Fund: 621 - ENVIRONMENTAL SERVICES			
TIRE REPAIR ON LOADER - COM...	EQUIPMENT MAINTENANCE		230.89
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**230.89**
		Vendor 09832 - NEBRASKALAND TIRE INC Total:	**230.89**
Vendor: 04198 - NEBRASKALAND TIRE, INC			
Fund: 111 - GENERAL			
VEH MAINT-PD	VEHICLE MAINTENANCE		1,884.74
VEH MAINT-PD	VEHICLE MAINTENANCE		41.49
VEH MAINT-PD	VEHICLE MAINTENANCE		37.53
VEH MAINT-PD	VEHICLE MAINTENANCE		259.33
VEH MAINT-PD	VEHICLE MAINTENANCE		1,053.96
		Fund 111 - GENERAL Total:	**3,277.05**
		Vendor 04198 - NEBRASKALAND TIRE, INC Total:	**3,277.05**
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC			
Fund: 111 - GENERAL			
Cont. Srvcs.	CONTRACTUAL SERVICES		385.72
		Fund 111 - GENERAL Total:	**385.72**
		Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	**385.72**
Vendor: 08840 - ONE CALL CONCEPTS, INC			
Fund: 212 - TRANSPORTATION			
CONTRACTUAL	CONTRACTUAL SERVICES		63.38
		Fund 212 - TRANSPORTATION Total:	**63.38**
Fund: 631 - WASTEWATER			
CONTRACTUAL	CONTRACTUAL SERVICES		63.38
		Fund 631 - WASTEWATER Total:	**63.38**
Fund: 641 - WATER			
CONTRACTUAL	CONTRACTUAL SERVICES		63.39
		Fund 641 - WATER Total:	**63.39**
		Vendor 08840 - ONE CALL CONCEPTS, INC Total:	**190.15**
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC			
Fund: 111 - GENERAL			
EQUIP MAINT REC	EQUIPMENT MAINTENANCE		1,228.00
		Fund 111 - GENERAL Total:	**1,228.00**
		Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	**1,228.00**
Vendor: 03282 - ORIGINAL EQUIPMENT CORPORATION			
Fund: 111 - GENERAL			
DEPT SUPP PARK	DEPARTMENT SUPPLIES		6,294.00
		Fund 111 - GENERAL Total:	**6,294.00**
		Vendor 03282 - ORIGINAL EQUIPMENT CORPORATION Total:	**6,294.00**
Vendor: 10173 - PAIGE'S POSIES			
Fund: 216 - BUSINESS IMPROVEMENT			
BID - CONTR.SERV - SEPT 2021	CONTRACTUAL SERVICES		1,922.50
		Fund 216 - BUSINESS IMPROVEMENT Total:	**1,922.50**
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		180.00
		Fund 641 - WATER Total:	**180.00**
Fund: 661 - STORMWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		1,417.50
		Fund 661 - STORMWATER Total:	**1,417.50**
		Vendor 10173 - PAIGE'S POSIES Total:	**3,520.00**
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION			
Fund: 111 - GENERAL			
DEPT/FIREARMS RANGE-PD	DEPARTMENT SUPPLIES		86.00

Description (Payable)	Account Name		Amount
DEPT/FIREARMS RANGE-PD	FIREARMS RANGE SUPPLIES		12.66
		Fund 111 - GENERAL Total:	**98.66**
Fund: 213 - CEMETERY			
FUEL	OTHER FUEL		573.30
FUEL	GASOLINE		894.32
		Fund 213 - CEMETERY Total:	**1,467.62**
Fund: 621 - ENVIRONMENTAL SERVICES			
OTHER FUELS	OTHER FUEL		115.84
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**115.84**
		Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	**1,682.12**
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC			
Fund: 641 - WATER			
SAMPLES	SAMPLES		80.00
SAMPLES	SAMPLES		60.00
		Fund 641 - WATER Total:	**140.00**
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**140.00**
Vendor: 09854 - PANHANDLE REGIONAL DEVELOPMENT, INC.			
Fund: 111 - GENERAL			
WNED 2022 FY MEMBERSHIP	MEMBERSHIPS		50.00
		Fund 111 - GENERAL Total:	**50.00**
		Vendor 09854 - PANHANDLE REGIONAL DEVELOPMENT, INC. Total:	**50.00**
Vendor: 10114 - POSITIVE PROMOTIONS INC			
Fund: 111 - GENERAL			
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		181.35
		Fund 111 - GENERAL Total:	**181.35**
		Vendor 10114 - POSITIVE PROMOTIONS INC Total:	**181.35**
Vendor: 00796 - POWERPLAN			
Fund: 212 - TRANSPORTATION			
STOP LIGHT FOR LOADER	EQUIPMENT MAINTENANCE		112.71
		Fund 212 - TRANSPORTATION Total:	**112.71**
Fund: 621 - ENVIRONMENTAL SERVICES			
REPAIRS TO UNIT #866- COMP...	EQUIPMENT MAINTENANCE		1,180.91
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,180.91**
		Vendor 00796 - POWERPLAN Total:	**1,293.62**
Vendor: 08223 - PROJECT WET FOUNDATION			
Fund: 661 - STORMWATER			
DEPT SUP	DEPARTMENT SUPPLIES		2,813.16
		Fund 661 - STORMWATER Total:	**2,813.16**
		Vendor 08223 - PROJECT WET FOUNDATION Total:	**2,813.16**
Vendor: 00075 - PROTEX CENTRAL, INC.			
Fund: 111 - GENERAL			
BLDG MAINT-PD	BUILDING MAINTENANCE		96.00
BLDG MAINT-PD	BUILDING MAINTENANCE		96.00
		Fund 111 - GENERAL Total:	**192.00**
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		128.94
		Fund 641 - WATER Total:	**128.94**
		Vendor 00075 - PROTEX CENTRAL, INC. Total:	**320.94**
Vendor: 09120 - QUADIENT INC			
Fund: 111 - GENERAL			
POSTAGE	POSTAGE		1,000.00
		Fund 111 - GENERAL Total:	**1,000.00**
		Vendor 09120 - QUADIENT INC Total:	**1,000.00**

Description (Payable)	Account Name		Amount
Vendor: 00266 - QUILL CORPORATION			
Fund: 111 - GENERAL			
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES		214.20
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		5.56
		Fund 111 - GENERAL Total:	**219.76**
		Vendor 00266 - QUILL CORPORATION Total:	**219.76**
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.			
Fund: 111 - GENERAL			
GROUND MAINT PARK	GROUNDS MAINTENANCE		126.19
GROUND MAINT PARK	GROUNDS MAINTENANCE		106.58
		Fund 111 - GENERAL Total:	**232.77**
Fund: 213 - CEMETERY			
DEPT SUPP CEM	DEPARTMENT SUPPLIES		324.06
		Fund 213 - CEMETERY Total:	**324.06**
		Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:	**556.83**
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER			
Fund: 111 - GENERAL			
CPR CARDS	SCHOOL & CONFERENCE		75.00
		Fund 111 - GENERAL Total:	**75.00**
		Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:	**75.00**
Vendor: 00798 - REGISTER OF DEEDS			
Fund: 213 - CEMETERY			
QUITCLAIM DEED	MISCELLANEOUS		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
QUITCLAIM DEED	MISCELLANEOUS		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
LEGAL	LEGAL FEES		10.00
		Fund 213 - CEMETERY Total:	**110.00**
		Vendor 00798 - REGISTER OF DEEDS Total:	**110.00**
Vendor: 10233 - REZPLOT SYSTEM LLC			
Fund: 111 - GENERAL			
CONTRACTUAL	CONTRACTUAL SERVICES		148.00
CONTRACTUAL	CONTRACTUAL SERVICES		8.50
		Fund 111 - GENERAL Total:	**156.50**
		Vendor 10233 - REZPLOT SYSTEM LLC Total:	**156.50**
Vendor: 03067 - RICHARD CELLI			
Fund: 111 - GENERAL			
SEADOO WEAR RING REPAIR	DEPARTMENT SUPPLIES		356.53
		Fund 111 - GENERAL Total:	**356.53**
		Vendor 03067 - RICHARD CELLI Total:	**356.53**
Vendor: 10298 - RODRIGUEZ BROTHERS PROCESSING, LLC			
Fund: 224 - ECONOMIC DEVELOPMENT			
LB 840 FUNDS	ECONOMIC DEVELOPMENT		50,000.00
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**50,000.00**
		Vendor 10298 - RODRIGUEZ BROTHERS PROCESSING, LLC Total:	**50,000.00**

Description (Payable)	Account Name		Amount
Vendor: 02068 - ROHRER, JOSEPH			
Fund: 812 - HEALTH INSURANCE			
LAB EXPENSE - FITNESS PROG	CLAIMS EXPENSE		124.00
		Fund 812 - HEALTH INSURANCE Total:	**124.00**
		Vendor 02068 - ROHRER, JOSEPH Total:	**124.00**
Vendor: 00257 - SANDBERG IMPLEMENT, INC			
Fund: 111 - GENERAL			
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE		22.62
		Fund 111 - GENERAL Total:	**22.62**
Fund: 212 - TRANSPORTATION			
FILTERS FOR WEED TRIMMER	EQUIPMENT MAINTENANCE		3.20
COIL ASSY & SPARK PLUG FOR ...	EQUIPMENT MAINTENANCE		51.34
		Fund 212 - TRANSPORTATION Total:	**54.54**
Fund: 621 - ENVIRONMENTAL SERVICES			
REPAIRS TO UNIT #838	EQUIPMENT MAINTENANCE		20.88
REPAIRS TO UNIT #838	EQUIPMENT MAINTENANCE		170.87
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**191.75**
		Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	**268.91**
Vendor: 00496 - SATUR, JACK			
Fund: 641 - WATER			
SCHOOLS & CONF	SCHOOL & CONFERENCE		33.00
		Fund 641 - WATER Total:	**33.00**
		Vendor 00496 - SATUR, JACK Total:	**33.00**
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT			
Fund: 111 - GENERAL			
LEGAL FEES-PD	LEGAL FEES		280.00
		Fund 111 - GENERAL Total:	**280.00**
		Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	**280.00**
Vendor: 10294 - SCOTTSBLUFF KIWANIS			
Fund: 111 - GENERAL			
Mbrshps.	MEMBERSHIPS		60.00
		Fund 111 - GENERAL Total:	**60.00**
		Vendor 10294 - SCOTTSBLUFF KIWANIS Total:	**60.00**
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC			
Fund: 111 - GENERAL			
REPAIR PLASTIC TRIM - UNIT 2	VEHICLE MAINTENANCE		58.98
		Fund 111 - GENERAL Total:	**58.98**
Fund: 212 - TRANSPORTATION			
SWITCH FOR PICKUP	VEHICLE MAINTENANCE		72.59
		Fund 212 - TRANSPORTATION Total:	**72.59**
		Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:	**131.57**
Vendor: 00827 - SCOTTSBLUFF PUB SCHOOLS			
Fund: 111 - GENERAL			
LICENSE FEES 9/30/21	BIKE LICENSE PAYABLE		20.00
LICENSE FEES 9/30/21	TOBACCO LICENSE PAYABLE		37.50
LICENSE FEES 9/30/21	PEDDLERS PERMIT PAYABLE		1,615.00
LICENSE FEES 9/30/21	LIQUOR LICENSE PAYABLE		4,800.00
LICENSE FEES 9/30/21	CONTRACTORS LIC PAYABLE		3,885.00
LICENSE FEES 9/30/21	MOBILE HOME LIC PAYABLE		1,705.00
		Fund 111 - GENERAL Total:	**12,062.50**
		Vendor 00827 - SCOTTSBLUFF PUB SCHOOLS Total:	**12,062.50**

Description (Payable)	Account Name	Amount
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	112.00
	Fund 111 - GENERAL Total:	**112.00**
	Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	**112.00**
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL	CONTRACTUAL SERVICES	472.50
	Fund 111 - GENERAL Total:	**10,904.29**
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	1,225.00
CONTRACTUAL	CONTRACTUAL SERVICES	2,572.50
CONTRACTUAL	CONTRACTUAL SERVICES	1,102.50
CONTRACTUAL	CONTRACTUAL SERVICES	649.50
CONTRACTUAL	CONTRACTUAL SERVICES	270.00
CONTRACTUAL	CONTRACTUAL SERVICES	54.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**5,873.50**
	Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	**16,777.79**
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	2,429.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	580.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,353.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	393.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	399.75
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	139.52
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	609.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	619.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	423.50
	Fund 212 - TRANSPORTATION Total:	**6,946.77**
	Vendor 01031 - SIMON CONTRACTORS Total:	**6,946.77**
Vendor: 02918 - SIRSI CORPORATION		
Fund: 111 - GENERAL		
Cont. Srvcs.	CONTRACTUAL SERVICES	1,263.02
	Fund 111 - GENERAL Total:	**1,263.02**
	Vendor 02918 - SIRSI CORPORATION Total:	**1,263.02**
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	104.16
GROUND MAINT PARK	GROUNDS MAINTENANCE	708.60
	Fund 111 - GENERAL Total:	**812.76**
	Vendor 00513 - SNELL SERVICES INC. Total:	**812.76**
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
FACADE GRANT	COMMUNITY DEVELOPMENT	3,502.98
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
	Fund 111 - GENERAL Total:	**3,532.88**
	Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:	**3,532.88**
Vendor: 09880 - SOUTHERN UNIFORM EQUIPMENT		
Fund: 111 - GENERAL		
UNIFORM T-SHIRTS	UNIFORMS & CLOTHING	249.88
UNIFORM BELT	UNIFORMS & CLOTHING	31.99

Description (Payable)	Account Name	Amount
UNIFORM SHIRTS- XL	UNIFORMS & CLOTHING	440.10
	Fund 111 - GENERAL Total:	**721.97**
	Vendor 09880 - SOUTHERN UNIFORM EQUIPMENT Total:	**721.97**
Vendor: 09718 - SPECTRUM PHOTO		
Fund: 111 - GENERAL		
SELENA LERMA - COUNCIL PHO...	DEPARTMENT SUPPLIES	100.00
	Fund 111 - GENERAL Total:	**100.00**
	Vendor 09718 - SPECTRUM PHOTO Total:	**100.00**
Vendor: 04741 - SPENCER, KEVIN		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	51.00
	Fund 111 - GENERAL Total:	**51.00**
	Vendor 04741 - SPENCER, KEVIN Total:	**51.00**
Vendor: 09542 - SUBWAY 6906		
Fund: 111 - GENERAL		
DEPT SUPP HR	DEPARTMENT SUPPLIES	30.38
	Fund 111 - GENERAL Total:	**30.38**
	Vendor 09542 - SUBWAY 6906 Total:	**30.38**
Vendor: 05693 - SYMBOLARTS, LLC		
Fund: 111 - GENERAL		
UNIFORM NAME PLATES - SITT...	UNIFORMS & CLOTHING	53.50
	Fund 111 - GENERAL Total:	**53.50**
	Vendor 05693 - SYMBOLARTS, LLC Total:	**53.50**
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	307.15
	Fund 111 - GENERAL Total:	**307.15**
	Vendor 00677 - TERRY D SCOTT Total:	**307.15**
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
JOYSTICK FOR UNIT #812	VEHICLE MAINTENANCE	419.90
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**419.90**
	Vendor 00325 - TEXAS PNEUDRAULIC INC Total:	**419.90**
Vendor: 01578 - THOMPSON GLASS, INC		
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	100.50
	Fund 631 - WASTEWATER Total:	**100.50**
	Vendor 01578 - THOMPSON GLASS, INC Total:	**100.50**
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
	Fund 218 - PUBLIC SAFETY Total:	**343.53**
	Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	**343.53**
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
FEES - UB 7/1/21 - 9/30/21	CONTRACTUAL SERVICES	1,115.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,115.00**
Fund: 631 - WASTEWATER		
FEES - UB 7/1/21 - 9/30/21	CONTRACTUAL SERVICES	1,115.00
	Fund 631 - WASTEWATER Total:	**1,115.00**

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
FEES - UB 7/1/21 - 9/30/21	CONTRACTUAL SERVICES	1,115.00
	Fund 641 - WATER Total:	**1,115.00**
	Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	**3,345.00**
Vendor: 09840 - UNITED STATES WELDING		
Fund: 212 - TRANSPORTATION		
WELD. SUPP - ACET., OXYGEN,	DEPARTMENT SUPPLIES	186.64
	Fund 212 - TRANSPORTATION Total:	**186.64**
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	48.20
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**48.20**
	Vendor 09840 - UNITED STATES WELDING Total:	**234.84**
Vendor: 01217 - US BANK		
Fund: 212 - TRANSPORTATION		
GO HWY ALLOC - PLEDGE BOND...	DEBT SERVICE-PRINCIPAL	337,680.92
GO HWY ALLOC - PLEDGE BOND...	DEBT SERVICE-INTEREST	16,822.28
GO HWY ALLOC - PLEDGE BOND...	DEBT SERVICE-PRINCIPAL	440,000.00
GO HWY ALLOC - PLEDGE BOND...	DEBT SERVICE-INTEREST	10,762.50
	Fund 212 - TRANSPORTATION Total:	**805,265.70**
Fund: 661 - STORMWATER		
GO HWY ALLOC - PLEDGE BOND...	DEBT SERVICE-PRINCIPAL	72,319.08
GO HWY ALLOC - PLEDGE BOND...	DEBT SERVICE-INTEREST	3,602.72
	Fund 661 - STORMWATER Total:	**75,921.80**
	Vendor 01217 - US BANK Total:	**881,187.50**
Vendor: 01367 - WASSON, BRIAN		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	244.00
	Fund 111 - GENERAL Total:	**244.00**
	Vendor 01367 - WASSON, BRIAN Total:	**244.00**
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	600.00
UNIT 2 CARWASH	DEPARTMENT SUPPLIES	13.00
	Fund 111 - GENERAL Total:	**613.00**
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	39.00
	Fund 631 - WASTEWATER Total:	**39.00**
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	13.00
	Fund 641 - WATER Total:	**13.00**
	Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:	**665.00**
Vendor: 10221 - WEX BANK		
Fund: 111 - GENERAL		
DEPT FUEL	GASOLINE	81.85
SEPTEMBER DIESEL AND DEF	OTHER FUEL	923.39
SEPTEMBER GASOLINE	GASOLINE	220.52
FUEL	GASOLINE	1,076.37
FUEL	OTHER FUEL	1,814.65
GASOLINE-PD	GASOLINE	4,487.13
GASOLINE-PD	GASOLINE	-264.26
	Fund 111 - GENERAL Total:	**8,339.65**
Fund: 212 - TRANSPORTATION		
UNLEADED GASOLINE	GASOLINE	1,303.06
UNLEADED GASOLINE	OTHER FUEL	1,759.86
	Fund 212 - TRANSPORTATION Total:	**3,062.92**

Description (Payable)	Account Name		Amount
Fund: 213 - CEMETERY			
FUEL	GASOLINE		59.37
		Fund 213 - CEMETERY Total:	**59.37**
Fund: 224 - ECONOMIC DEVELOPMENT			
SCHOOL & CONF ED	SCHOOL & CONFERENCE		20.57
SCHOOL & CONF ED	SCHOOL & CONFERENCE		38.92
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**59.49**
Fund: 621 - ENVIRONMENTAL SERVICES			
FUEL CREDIT	OTHER FUEL		-244.34
FLEET DIESEL/GASOLINE	GASOLINE		271.43
FLEET DIESEL/GASOLINE	OTHER FUEL		6,879.97
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**6,907.06**
Fund: 631 - WASTEWATER			
FUEL	GASOLINE		648.92
FUEL	OTHER FUEL		316.97
		Fund 631 - WASTEWATER Total:	**965.89**
Fund: 641 - WATER			
FUEL	GASOLINE		1,265.82
		Fund 641 - WATER Total:	**1,265.82**
		Vendor 10221 - WEX BANK Total:	**20,660.20**
Vendor: 08851 - WHITING SIGNS			
Fund: 111 - GENERAL			
FACADE GRANT	COMMUNITY DEVELOPMENT		2,852.00
		Fund 111 - GENERAL Total:	**2,852.00**
		Vendor 08851 - WHITING SIGNS Total:	**2,852.00**
		Grand Total:	**2,110,331.00**

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	468,426.22
212 - TRANSPORTATION	930,032.23
213 - CEMETERY	16,825.42
216 - BUSINESS IMPROVEMENT	2,007.92
218 - PUBLIC SAFETY	5,298.53
224 - ECONOMIC DEVELOPMENT	206,207.55
621 - ENVIRONMENTAL SERVICES	176,952.34
631 - WASTEWATER	121,668.23
641 - WATER	78,843.40
661 - STORMWATER	88,786.45
721 - GIS SERVICES	15,083.71
725 - CENTRAL GARAGE	35.00
812 - HEALTH INSURANCE	164.00
Grand Total:	**2,110,331.00**

Account Summary

Account Number	Account Name	Expense Amount
111-21212	BIKE LICENSE PAYABLE	20.00
111-21214	TOBACCO LICENSE PAYAB...	37.50
111-21215	PEDDLERS PERMIT PAYAB...	1,615.00
111-21216	LIQUOR LICENSE PAYABLE	4,800.00
111-21217	CONTRACTORS LIC PAYAB...	3,885.00
111-21223	MOBILE HOME LIC PAYAB...	1,705.00
111-43105-151	GRANT	1,433.75
111-51261-111	WORKERS COMPENSATI...	562.59
111-51261-121	WORKERS COMPENSATI...	1,750.35
111-51261-141	WORKERS COMPENSATI...	43,783.81
111-51261-142	WORKERS COMPENSATI...	75,001.73
111-51261-151	WORKERS COMPENSATI...	374.94
111-51261-171	WORKERS COMPENSATI...	717.27
111-51261-172	WORKERS COMPENSATI...	8,520.28
111-52111-111	DEPARTMENT SUPPLIES	311.45
111-52111-112	DEPARTMENT SUPPLIES	58.35
111-52111-113	DEPARTMENT SUPPLIES	100.00
111-52111-115	DEPARTMENT SUPPLIES	21.04
111-52111-121	DEPARTMENT SUPPLIES	256.32
111-52111-141	DEPARTMENT SUPPLIES	474.29
111-52111-142	DEPARTMENT SUPPLIES	375.93
111-52111-151	DEPARTMENT SUPPLIES	148.73
111-52111-171	DEPARTMENT SUPPLIES	6,370.78
111-52121-141	JANITORIAL SUPPLIES	19.99
111-52121-142	JANITORIAL SUPPLIES	20.00
111-52121-151	JANITORIAL SUPPLIES	89.25
111-52121-171	JANITORIAL SUPPLIES	90.43
111-52161-142	FIREARMS RANGE SUPPLI...	29.65
111-52163-142	INVESTIGATIVE EXPENSES	214.20
111-52181-141	UNIFORMS & CLOTHING	775.47
111-52181-142	UNIFORMS & CLOTHING	506.49
111-52222-151	COLLECTIONS	3,937.79
111-52311-114	MEMBERSHIPS	50.00
111-52311-151	MEMBERSHIPS	60.00
111-52411-111	POSTAGE	1,000.00
111-52411-142	POSTAGE	88.25
111-52511-121	GASOLINE	81.85
111-52511-141	GASOLINE	220.52
111-52511-142	GASOLINE	4,222.87
111-52511-171	GASOLINE	1,076.37

Account Summary

Account Number	Account Name	Expense Amount
111-52521-141	OTHER FUEL	923.39
111-52521-171	OTHER FUEL	1,814.65
111-53111-114	CONTRACTUAL SERVICES	6,264.61
111-53111-115	CONTRACTUAL SERVICES	39.99
111-53111-116	CONTRACTUAL SERVICES	1,597.50
111-53111-121	CONTRACTUAL SERVICES	8,805.00
111-53111-142	CONTRACTUAL SERVICES	7,400.01
111-53111-151	CONTRACTUAL SERVICES	1,648.74
111-53111-171	CONTRACTUAL SERVICES	381.50
111-53121-112	CONSULTING SERVICES	84.00
111-53121-142	CONSULTING SERVICES	100.00
111-53161-112	LEGAL PUBLICATIONS	13.99
111-53161-115	LEGAL PUBLICATIONS	247.30
111-53161-121	LEGAL PUBLICATIONS	71.55
111-53161-151	LEGAL PUBLICATIONS	10.36
111-53211-142	LEGAL FEES	303.36
111-53211-171	LEGAL FEES	321.65
111-53421-141	BUILDING MAINTENANCE	96.00
111-53421-142	BUILDING MAINTENANCE	96.00
111-53441-111	EQUIPMENT MAINTENAN…	105.92
111-53441-142	EQUIPMENT MAINTENAN…	668.08
111-53441-151	EQUIPMENT MAINTENAN…	1,225.11
111-53441-171	EQUIPMENT MAINTENAN…	85.14
111-53441-172	EQUIPMENT MAINTENAN…	1,228.00
111-53451-141	VEHICLE MAINTENANCE	58.98
111-53451-142	VEHICLE MAINTENANCE	3,890.52
111-53451-171	VEHICLE MAINTENANCE	326.07
111-53471-171	GROUNDS MAINTENANCE	1,074.08
111-53511-111	ELECTRICITY	440.76
111-53511-141	ELECTRICITY	970.77
111-53511-142	ELECTRICITY	1,024.27
111-53511-143	ELECTRICITY	226.00
111-53511-151	ELECTRICITY	2,034.09
111-53511-171	ELECTRICITY	4,250.22
111-53511-172	ELECTRICITY	231.66
111-53551-171	STREET LIGHTS	100.40
111-53561-111	PHONE & INTERNET	241.02
111-53561-112	PHONE & INTERNET	71.64
111-53561-114	PHONE & INTERNET	35.17
111-53561-115	PHONE & INTERNET	38.17
111-53561-116	PHONE & INTERNET	160.00
111-53561-121	PHONE & INTERNET	163.33
111-53561-141	PHONE & INTERNET	330.48
111-53561-142	PHONE & INTERNET	1,215.24
111-53561-151	PHONE & INTERNET	708.07
111-53561-171	PHONE & INTERNET	253.70
111-53561-172	PHONE & INTERNET	47.91
111-53711-113	SCHOOL & CONFERENCE	422.00
111-53711-114	SCHOOL & CONFERENCE	820.82
111-53711-141	SCHOOL & CONFERENCE	75.00
111-53711-142	SCHOOL & CONFERENCE	794.00
111-53751-114	COMMUNITY DEVELOPM…	11,575.98
111-53821-111	PROP & EQUIP INSURANCE	6,423.85
111-53821-141	PROP & EQUIP INSURANCE	4,035.86
111-53821-142	PROP & EQUIP INSURANCE	5,998.80
111-53821-143	PROP & EQUIP INSURANCE	44.87
111-53821-151	PROP & EQUIP INSURANCE	22,185.31
111-53821-171	PROP & EQUIP INSURANCE	36,038.82

Account Summary

Account Number	Account Name	Expense Amount
111-53831-111	LIABILITY INSURANCE	24,737.00
111-53831-121	LIABILITY INSURANCE	21,674.00
111-53831-141	LIABILITY INSURANCE	8,708.00
111-53831-142	LIABILITY INSURANCE	53,083.00
111-53831-151	LIABILITY INSURANCE	3,853.00
111-53831-171	LIABILITY INSURANCE	5,969.00
111-53831-172	LIABILITY INSURANCE	2,625.00
111-53841-111	VEHICLE INSURANCE	672.97
111-53841-121	VEHICLE INSURANCE	346.99
111-53841-141	VEHICLE INSURANCE	14,593.12
111-53841-142	VEHICLE INSURANCE	19,218.10
111-53841-171	VEHICLE INSURANCE	7,649.09
111-53913-112	RECRUITMENT	650.00
212-51261-212	WORKERS COMPENSATI…	20,722.72
212-52111-212	DEPARTMENT SUPPLIES	542.81
212-52171-212	STREET REPAIR SUPPLIES	4,350.32
212-52511-212	GASOLINE	1,303.06
212-52521-212	OTHER FUEL	1,759.86
212-52531-212	OIL & ANTIFREEZE	114.45
212-52999-212	MISCELLANEOUS	59.50
212-53111-212	CONTRACTUAL SERVICES	310.88
212-53161-212	LEGAL PUBLICATIONS	8.81
212-53421-212	BUILDING MAINTENANCE	243.80
212-53441-212	EQUIPMENT MAINTENAN…	914.53
212-53451-212	VEHICLE MAINTENANCE	602.71
212-53491-212	STREET MAINTENANCE	7,474.00
212-53511-212	ELECTRICITY	598.59
212-53531-212	ELECTRIC POWER	1,553.42
212-53551-212	STREET LIGHTS	26,642.83
212-53561-212	PHONE & INTERNET	1,065.03
212-53711-212	SCHOOL & CONFERENCE	65.00
212-53821-212	PROP & EQUIP INSURANCE	17,330.73
212-53831-212	LIABILITY INSURANCE	14,800.00
212-53841-212	VEHICLE INSURANCE	24,303.48
212-57110-212	DEBT SERVICE-PRINCIPAL	777,680.92
212-57115-212	DEBT SERVICE-INTEREST	27,584.78
213-51261-213	WORKERS COMPENSATI…	2,734.16
213-52111-213	DEPARTMENT SUPPLIES	6,286.06
213-52511-213	GASOLINE	953.69
213-52521-213	OTHER FUEL	573.30
213-52999-213	MISCELLANEOUS	20.00
213-53211-213	LEGAL FEES	90.00
213-53511-213	ELECTRICITY	817.32
213-53561-213	PHONE & INTERNET	71.64
213-53821-213	PROP & EQUIP INSURANCE	2,525.06
213-53831-213	LIABILITY INSURANCE	1,347.00
213-53841-213	VEHICLE INSURANCE	1,407.19
216-53111-212	CONTRACTUAL SERVICES	1,922.50
216-53551-000	STREET LIGHTS	85.42
218-52111-142	DEPARTMENT SUPPLIES	343.53
218-54411-142	EQUIPMENT	4,955.00
224-51261-113	WORKERS COMPENSATI…	103.61
224-52111-113	DEPARTMENT SUPPLIES	31.77
224-52211-114	PUBLICATIONS	34.71
224-53111-113	CONTRACTUAL SERVICES	4,900.00
224-53111-114	CONTRACTUAL SERVICES	973.50
224-53561-113	PHONE & INTERNET	104.47
224-53711-113	SCHOOL & CONFERENCE	59.49

Account Summary

Account Number	Account Name	Expense Amount
224-59111-114	ECONOMIC DEVELOPME…	200,000.00
621-51261-621	WORKERS COMPENSATI…	21,109.18
621-52111-621	DEPARTMENT SUPPLIES	19,221.37
621-52181-621	UNIFORMS & CLOTHING	81.41
621-52511-621	GASOLINE	271.43
621-52521-621	OTHER FUEL	6,751.47
621-53111-621	CONTRACTUAL SERVICES	2,377.68
621-53161-621	LEGAL PUBLICATIONS	424.96
621-53193-621	DISPOSAL FEES	44,169.45
621-53441-621	EQUIPMENT MAINTENAN…	1,889.53
621-53451-621	VEHICLE MAINTENANCE	837.52
621-53511-621	ELECTRICITY	515.75
621-53561-621	PHONE & INTERNET	303.10
621-53821-621	PROP & EQUIP INSURANCE	22,534.91
621-53831-621	LIABILITY INSURANCE	11,472.00
621-53841-621	VEHICLE INSURANCE	44,992.58
631-51261-631	WORKERS COMPENSATI…	6,966.37
631-52111-631	DEPARTMENT SUPPLIES	936.77
631-52181-631	UNIFORMS & CLOTHING	85.00
631-52511-631	GASOLINE	648.92
631-52521-631	OTHER FUEL	316.97
631-53111-631	CONTRACTUAL SERVICES	8,583.51
631-53441-631	EQUIPMENT MAINTENAN…	1,133.04
631-53451-631	VEHICLE MAINTENANCE	957.50
631-53511-631	ELECTRICITY	606.19
631-53531-631	ELECTRIC POWER	41.42
631-53561-631	PHONE & INTERNET	242.80
631-53571-631	CELLULAR PHONE	43.30
631-53821-631	PROP & EQUIP INSURANCE	69,407.32
631-53831-631	LIABILITY INSURANCE	13,787.00
631-53841-631	VEHICLE INSURANCE	17,912.12
641-51261-641	WORKERS COMPENSATI…	7,859.47
641-52111-641	DEPARTMENT SUPPLIES	1,564.99
641-52117-641	SAMPLES	302.00
641-52411-641	POSTAGE	163.44
641-52511-641	GASOLINE	1,265.82
641-52611-641	CHEMICALS	3,459.79
641-53111-641	CONTRACTUAL SERVICES	8,468.15
641-53451-641	VEHICLE MAINTENANCE	489.40
641-53511-641	ELECTRICITY	23.00
641-53531-641	ELECTRIC POWER	321.07
641-53561-641	PHONE & INTERNET	180.03
641-53571-641	CELLULAR PHONE	43.30
641-53631-641	RENT-MACHINES	64.62
641-53711-641	SCHOOL & CONFERENCE	33.00
641-53821-641	PROP & EQUIP INSURANCE	36,297.78
641-53831-641	LIABILITY INSURANCE	10,896.00
641-53841-641	VEHICLE INSURANCE	7,411.54
661-52111-661	DEPARTMENT SUPPLIES	2,813.16
661-52311-661	MEMBERSHIPS	130.00
661-53111-661	CONTRACTUAL SERVICES	9,485.00
661-53561-661	PHONE & INTERNET	34.05
661-53841-661	VEHICLE INSURANCE	402.44
661-57110-661	DEBT SERVICE-PRINCIPAL	72,319.08
661-57115-661	DEBT SERVICE-INTEREST	3,602.72
721-51261-721	WORKERS COMPENSATI…	38.52
721-53111-721	CONTRACTUAL SERVICES	15,000.00
721-53561-721	PHONE & INTERNET	45.19

Account Summary

Account Number	Account Name	Expense Amount
725-53561-725	PHONE & INTERNET	35.00
812-53862-112	CLAIMS EXPENSE	164.00
	Grand Total:	**2,110,331.00**

Project Account Summary

Project Account Key	Expense Amount
None	2,097,547.76
21852111142	343.53
6002052111	2,813.16
6002052311	130.00
6002053111	9,462.50
6002053561	34.05
Grand Total:	**2,110,331.00**

UTILITY REFUNDS 10-18-21

Account #	Contact	Service Address	Refund Amount
005-5730-07	HILARIA ESPARZA GARCIA	334 W 19TH ST SCOTTSBLUFF NE 69361	40.43
025-4842-01	ALDEAN E ANDREWS	2202 AVE N SCOTTSBLUFF NE 69361	25.7
020-3947-04	ALVENA HUGHES	2111 AVE G SCOTTSBLUFF NE 69361	5.95
080-3002-00	R & K LAND CO, LLC	1700 #1 BROADWAY SCOTTSBLUFF NE 69361	9.17
4			$81.25

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26 Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.

Staff Contact: Zachary Glaubius, Planning Administrator

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
26 Group Fuel Station and Convenience Store-West

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2. Blighted and Substandard Condition of Project Site 1

3. Statutory Elements.....1

4. Conformity to General Plan of the City.....2

5. Proposed Financing.....3

6. Implementation of Plan.....5

Attachments

Attachment 1: *Blighted and Substandard Maps*

Attachment 2: *Map of Project Site*

Attachment 3: *Site Plan/Elevations*

Attachment 4: *Excerpts from Comprehensive Plan*

Attachment 5: *Proposed Cost-Benefit Analysis*

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
26 Group Fuel Station and Convenience Store-West

1. Introduction/Executive Summary

26 Group, LLC (the "Redeveloper") submits this Redevelopment Plan ("Plan") to the City of Scottsbluff City Council (the "City"), the City of Scottsbluff Planning Commission ("Planning Commission"), and the City of Scottsbluff Community Redevelopment Authority (the "CRA"), according to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to develop the "Project Site" into a fuel station and convenience store (the "Project"). The Project Site has been declared to be blighted and substandard. The Redeveloper is requesting tax increment financing for certain eligible costs and expenses related to the Project.

2. Blighted and Substandard Condition of Project Site (NEB. REV. STAT. §§ 18-2103 (3) and (31) and 18-2109)

The City has declared the Project Site and surrounding areas as blighted and substandard as defined in the Nebraska Community Development Law. *See* Attachment 1.

3. Statutory Elements (NEB. REV. STAT. §§ 18-2103(27) and 18-2111)

A. ***Boundaries of the Project Site:*** The Project Site is described as Lots 11, 12, and 13, Hight's Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska commonly known as 823, 827, 831, and 837, W. 27th Street, Scottsbluff, Nebraska. Aerial maps of the Project Site are attached as Attachment 2.

B. ***Land Acquisition:*** The Redeveloper purchased the Project Site on June 4, 2021 in contemplation of redeveloping the Project Site according to this Plan.

C. ***Land Uses:*** The Redeveloper intends to build a new fuel station for cars and pickups and a convenience store. The convenience store will include a beer/wine cave, a co-branded fast food area, restrooms, and office area.

D. ***Land Coverage, and Building Intensities:*** The Project Site is approximately 40,500 square feet. The proposed estimated building coverages are as follows:

- Convenience Store: 7,500 square feet
- Canopies: 24'x 132'

See Attachment 3, Site Plan and Elevations.

E. ***Site Plan:*** See Attachment 3.

F. ***Existing Uses and Condition:*** The Project Site is currently comprised of old, vacant buildings. The buildings were previously used by a gaming machine business, a laundromat, and a plumbing business.

G. ***Demolition and Removal of Structures:*** The developer intends to demolish all of the current structures on the Project Site.

H. ***Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site. Increased traffic to and use on the Project Site will likely result due to the increased employment and customers on the Project Site.

I. ***Zoning Changes:*** The Project Site is zoned as C-2 (Neighborhood and Retail Commercial) which includes convenience stores with dispensing gasoline and restaurants as principal permitted uses. Thus, no zoning changes are necessary.

J. ***Additional Public Facilities and Utilities:*** No additional public facilities and utilities are anticipated.

K. ***Street Layouts, Street Levels, and Grades:*** No changes to street layouts, street levels, and grades are needed for this Plan.

L. ***Ordinance and Building Code Changes:*** No ordinance or building code changes are contemplated by the Plan.

4. Conformity to General Plan of the City (NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a)).

The Planning Commission, City, and CRA are all tasked with determining whether this Plan conforms to the general plan for the development of the City as a whole. NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a).

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in a Northwest Commercial Neighborhood. Principles for sustainable development for the Northwest District include encouraging new development to be contiguous with existing development, building successful nodes at major intersections of 27th Street through aesthetics, building design, and encouraging commercial and mixed uses, and directing higher intensity uses toward arterials, with highest intensities at intersections of arterials and collectors. The Northwest Commercial Neighborhoods contemplate heavier daytime use, 24 hour retail, fast-food, or traveler activity, multi-modal accommodations integrated on 27th Street and included on Avenue I, and C-2 as the appropriate zone. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan. Relevant excerpts from the Comprehensive Plan are attached as Attachment 4.

5. Proposed Financing

A. ***Tax Increment Financing.*** The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on the Project Site after development all according to NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately $865,485.00, calculated as follows:

a.	Estimated Base Value:	$ 341,050.00
b.	Estimated Value at Completion:	$3,000,000.00
c.	Tax Increment (b minus a):	$2,658,950.00
d.	Estimated Levy:	2.17%
e.	Average Annual Projected Shift (rounded):	$ 57,699.00
f.	Total TIF Available (e multiplied by 15)	$ 865,485.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

The TIF Revenues will be used to make principal and interest payments toward a tax increment financing bond ("TIF Indebtedness") to be held or sold by the Redeveloper. The principal amount of the TIF Indebtedness will be based on the eligible expenses actually incurred. The interest rate will be established as set forth in the Redevelopment Contract.

Because the Plan proposes the use of tax increment financing, the City must find that the Plan would not be economically feasible without the use of tax increment financing and the Project would not occur in the blighted and substandard area without the use of tax increment financing. The City and the CRA must also find that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and been found to be in the long-term best interest of the community. NEB. REV. STAT. §§ 18-2113(2) and 18-2116(1)(b).

The Redeveloper certifies that the Plan would not be economically feasible and would not occur in the blighted and substandard area without the use of tax increment financing. The Redeveloper's lender has requested that the Redeveloper obtain additional funding for the Project.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CRA and City shall be limited to the TIF Revenues received by the CRA with respect to the Project available to pay the TIF Indebtedness issued for this Project and the Redeveloper shall look exclusively thereto for the payment on any TIF Indebtedness. The Redeveloper acknowledges that the above figures are, and any TIF Indebtedness will be set, based on estimates and assumptions, including expectations as to the completion of construction and valuations, suggested by the Redeveloper, which may alter substantially and materially, and/or certain project costs incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

Below are the portions of the project, and estimated cost that the Redeveloper proposes to be paid for with TIF Revenues, to the extent available:

Land Acquisition	$ 600,000.00
Site Preparation/Import Fill	$ 45,000.00
Tank Removal	$ 50,000.00
Stormwater Drainage	$ 60,000.00
Site Demolition	$ 150,000.00
Site Utilities	$ 70,000.00
Civil Engineering	$ 21,000.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	$ 13,905.00
Total	$ 1,009,905.00

B. Private Investment/Financing. The estimated TIF Revenues available will not be sufficient to cover the eligible costs. The Redeveloper will make a substantial private investment in and obtain private financing for the private improvements such as the building and equipment estimated at almost $2,494,325.00.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds	Private Funds	
Land Acquisition	$ 600,000.00		
Legal (non TIF)/Closing Costs		$ 20,000.00	
Building		$ 850,000.00	
Site Preparation/Import Fill	$ 45,000.00		
Paving		$ 185,000.00	
Stormwater Drainage	$ 60,000.00		
Tank Removal	$ 50,000.00		
Site Demolition	$ 150,000.00		
Site Utilities	$ 70,000.00		
Restaurant Equipment/Frig/Freezers		$ 250,000.00	
Fuel Pumps/Tanks/Readers		$ 710,000.00	
Signage		$ 80,000.00	
Civil Engineering	$ 21,000.00		
Architect		$ 45,000.00	
Landscaping		$ 15,000.00	
Management Fee		$ 194,905.00	
Sub Totals	$ 996,000.00	$ 2,349,905.00	
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	$ 13,905.00		
Estimated TIF Eligible Expenses	$ 1,009,905.00		
Adjustment*	$ (144,420.00)	$ 144,420.00	**Total Project Costs**
Totals	$ 865,485.00	$ 2,494,325.00	**$ 3,359,810.00**

*Adjustment showing TIF eligible costs estimated to not be covered by TIF proceeds

Please note that all the figures in this Plan are estimates and tax increment financing granted will be based on actual costs incurred for eligible expenses, as limited by tax increment revenues received.

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 5.

6. Implementation of the Plan

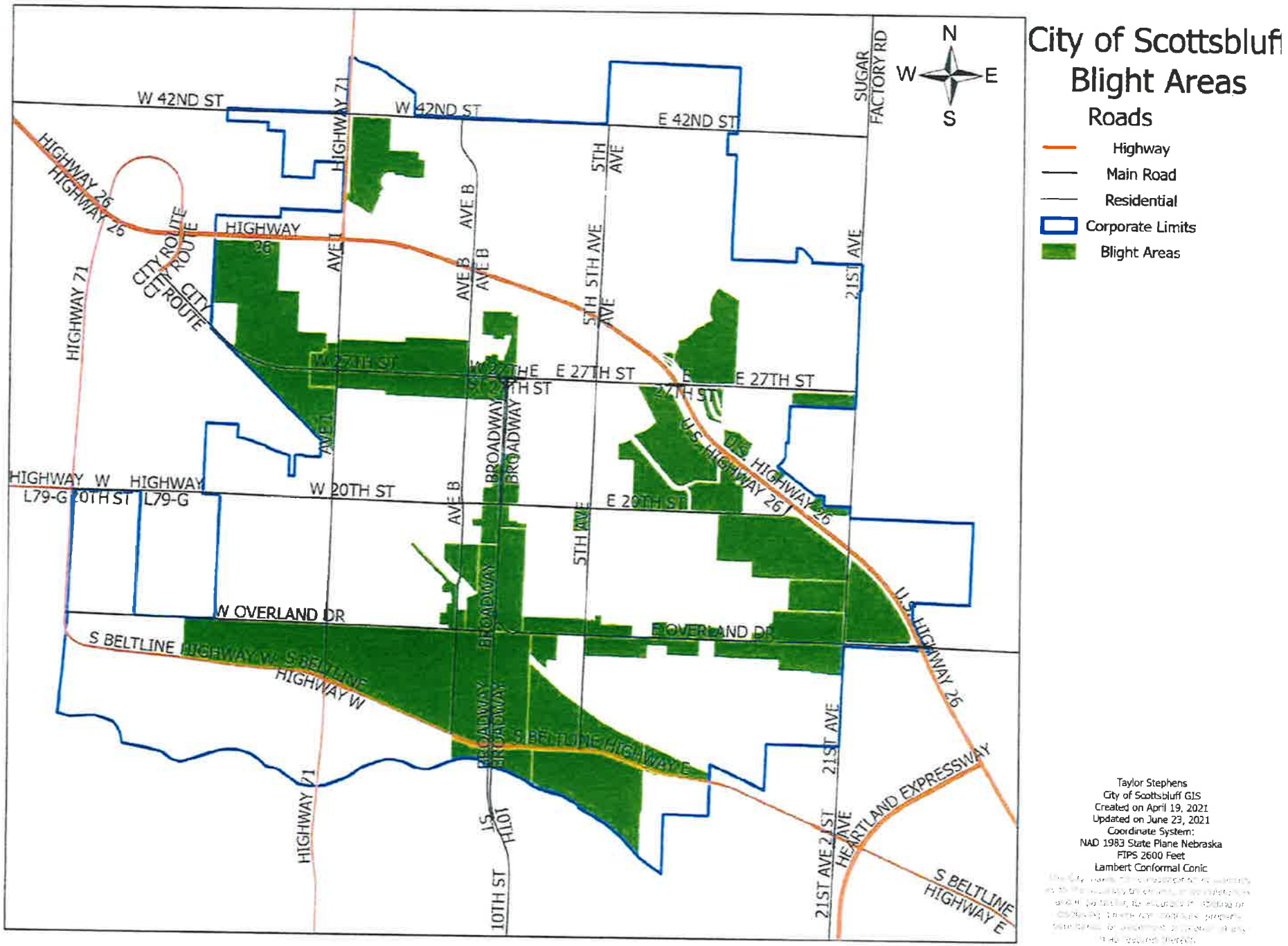
Upon approval of this Plan, the Redeveloper will enter into a Redevelopment Contract with the CRA which shall govern the implementation of this Plan. All public improvements related to this Plan shall be according to (a) plans and specifications approved in writing by the City in advance of commencement of construction, (b) all ordinances and codes adopted by the City, as in effect at the time that the public improvements are constructed, and (c) any other agreement related to the public improvements between the Redeveloper and the City. The Redevelopment Contract between the Redeveloper and the CRA shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, or licenses from the City related to the public improvements or other improvements as may be required by the City for the type of work to be performed on the Project Site.

26 Group, LLC

By: _____

Eric Reichert, President

26 Group Fuel Station and Convenience Store-West
Attachment 1
Blighted and Substandard Maps



Taylor Stephens
City of Scottsbluff GIS
Created on April 19, 2021
Updated on June 23, 2021
Coordinate System:
NAD 1983 State Plane Nebraska
FIPS 2600 Feet
Lambert Conformal Conic

Disclaimer: The information provided on this map is for general reference purposes only. The City of Scottsbluff assumes no responsibility for errors or omissions in the information and does not guarantee, either expressed or implied, the accuracy or completeness of the information. The City of Scottsbluff assumes no responsibility for any decisions made in reliance thereon.

Blighted and Substandard Area Area Closeup



September 1, 2021

1:4,514

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

26 Group Fuel Station and Convenience Store-West
Attachment 2
Maps of Project Site

Project Site

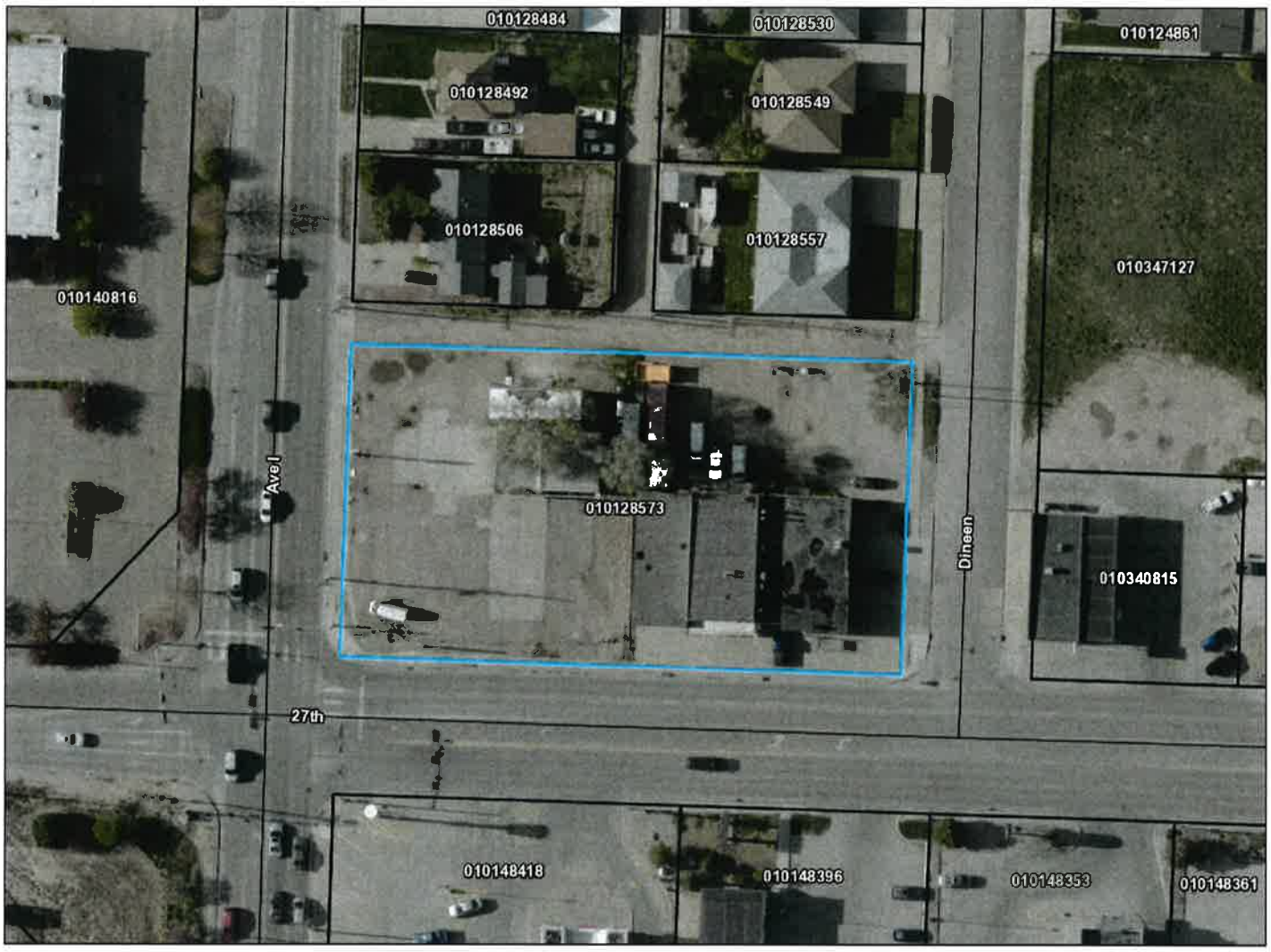


September 1, 2021

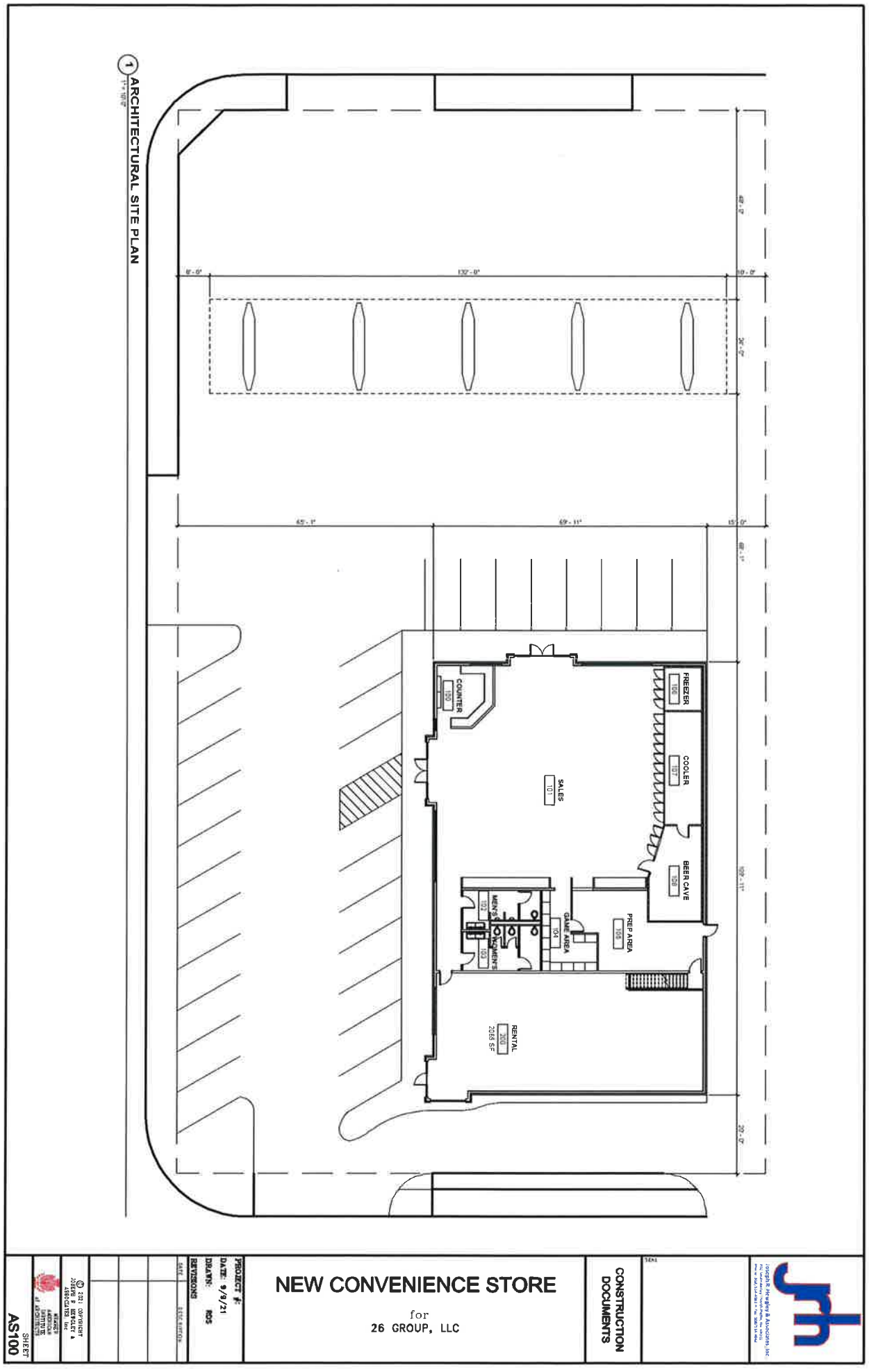
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0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km


010128484
010128530
010124861
010128492
010128549
010128506
010128557
010347127
010140816
Ave I
010128573
Dineen
010340815
27th
010148418
010148396
010148353
010148361

26 Group Fuel Station and Convenience Store-West
Attachment 3
Site Plan/Elevations

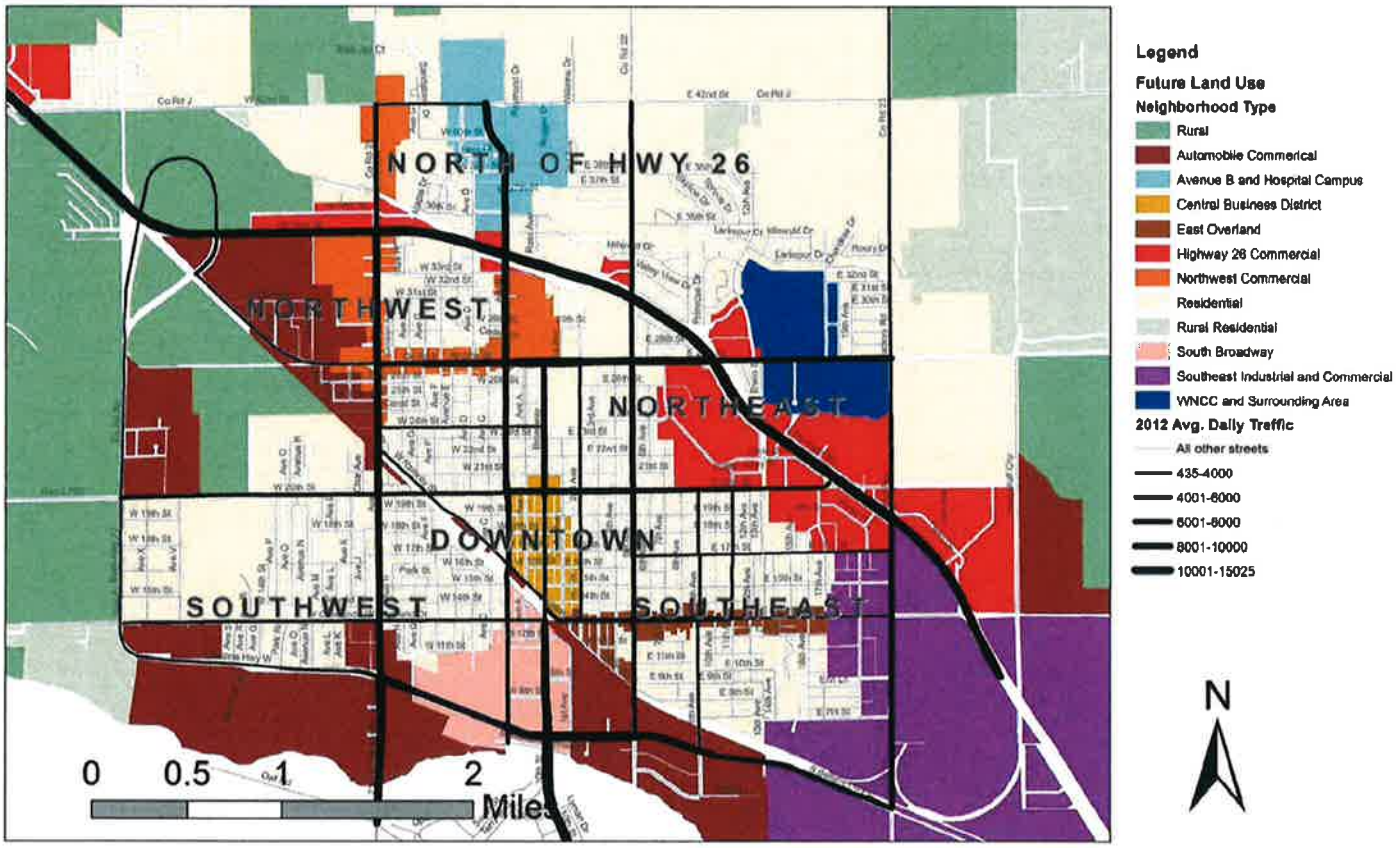

1 ARCHITECTURAL SITE PLAN
132' - 0"
65' - 1"
69' - 11"
15' - 0"
COUNTER
150
FREEZER
106
COOLER
107
SALES
101
BEER CAVE
108
MEN'S
102
WOMEN'S
103
GAME AREA
104
PREP AREA
105
RENTAL
200
2055 SF
NEW CONVENIENCE STORE
for
26 GROUP, LLC
CONSTRUCTION DOCUMENTS
PROJECT #:
DATE: 9/9/21
DRAWN: RDS
REVISIONS
DATE
DESCRIPTION
SHEET
AS100

2 NORTH Elevation
3/16" = 1'-0"
1 EAST Elevation
3/16" = 1'-0"
NEW CONVENIENCE STORE
for
26 GROUP, LLC
CONSTRUCTION DOCUMENTS
PROJECT #:
DATE: 9/9/21
DRAWN: RDS
REVISIONS
DATE
DESCRIPTION
SHEET
A202

1 SOUTH Elevation
2 WEST Elevation
NEW CONVENIENCE STORE
for
26 GROUP, LLC
CONSTRUCTION DOCUMENTS
PROJECT #:
DATE: 9/9/21
DRAWN: RDS
REVISIONS
DATE
DESCRIPTION
SHEET
A201

26 Group Fuel Station and Convenience Store-West
Attachment 4
Excerpts from Comprehensive Plan

Scottsbluff Future Land Use Map



Summary of Neighborhood Types

Neighborhood	Characteristics
East Overland	**Hours:** Active daytime, limited nighttime activities **Auto:** Human scale transportation oriented. Formalized bicycle and pedestrian accommodations. **Mass:** Dense business corridor built near or to the street, one to two stories, Corners built out to develop 'nodes' of activity **Emissions:** High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards. ***Appropriate zones**: C-1, C-2, R-1a**
Southeast Industrial	**Hours:** Active daytime and nighttime **Auto:** Heavy traffic both personal and commercial motorized vehicles **Mass:** Wide variety of buildings **Emissions:** High amounts of noise and smells tolerated closer to highway 26. Heavy day-time traffic acceptable closer to residential areas west of 21st Avenue. . ***Appropriate zones**: C-3, M-1, M-2*
WNCC Campus and Surrounding Area	**Hours:** Daytime, generally 8-5 working hours. **Auto:** Both motorized and non-motorized traffic should be well facilitated, Motorized vehicle convenience should yield to pedestrian connectivity **Mass:** Variety of building types and heights and setbacks. Moderate to low density with accompanying open space and landscaping. **Emissions:** High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards. ***Appropriate zones**: R-1a, O-P, R-4*
Highway 26 Commercial	**Hours:** Daytime and evening. Nighttime activity acceptable adjacent to highway. **Auto:** Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities. **Mass:** Variety of building types and heights and setbacks. Moderate to high density and mixes of uses. **Emissions:** High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2, PBC, O-P, R-4*
Avenue B and Hospital Campus	**Hours:** Daytime and evening. Nighttime activity acceptable adjacent to highway. **Auto:** Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities. **Mass:** Variety of building types and heights and setbacks. Moderate to high density and mixes of uses. **Emissions:** High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2, PBC, O-P, R-5*
Northwest Commercial	**Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted. **Auto:** Multi-modal accommodations integrated on 27th street and included on Avenue I. **Mass:** Big box with surface parking acceptable when built to design code, shared buildings, built out along key intersections, low height, set-backs to encourage walkability on 27th st. **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards. ***Appropriate zones**: C-2*

Northwest

Themes:

1. **Growing as a regional leader of commerce and economic opportunity**
   - Home to employment hubs, Housing that supports a thriving workforce, High transportation accessibility
2. **Living into our unique character of a city in the country**
   - Home to retail amenities to serve the surrounding neighborhoods and the region
3. **Promoting the health and happiness of all citizens**
   - Clean, safe neighborhoods, multimodal active transportation options, access to parks
4. **Inclusive Opportunities for participation in civic life**
   - Strong civic groups, available resources, community events

Principles:

5. **Interconnection of Neighborhoods and amenities**
   a. Improve pedestrian and cycling facilities across the highway and throughout the neighborhood. Utilize neighborhood through streets, Railway St., and multi-modal accommodations along 27th St and Ave. B.
   b. Safe and efficient motorized transportation along major arterials, encouraging shared driveways and limited access points.
   c. Safe routes to school with attention to crosswalks on high traffic roads, crossing guards, and drop-off, pick-up traffic flow.
6. **Sustainable development**
   a. Incorporate native species, and natural landscaping into codes commercial development and campus landscape design.
   b. Natural stormwater facilities in uses with high percentage of impervious surfaces.
   c. Direct higher intensity uses towards arterials, with highest intensities at intersections of arterials and collectors.
   d. Build successful nodes at major intersections on 27th street through aesthetics, building design, and encouraging commercial and mixes of uses.
   e. Preserve undeveloped land where city utilities could be extended for long term (10-20 year) development needs.
   f. Encourage new development to be contiguous with existing development with planned linkages between roads and utilities.
   g. Avoid development in floodplain
   h. Restrict uses that may have a negative impact on the City's wellfield.
7. **Access to culture and recreation**
   a. Connect residential areas to parks through walking and biking trail connectivity and attention to pedestrian accommodations along and across heavily trafficked thoroughfares.
   b. Plan for a public access to a park or greenspace in current and new development, striving for no one residence to be more than a quarter mile walking distance from recreation facilities.
   c. Encourage opening school grounds as regular park access.
   d. Create positive, safe gathering places for neighbors and youth in parks and outside of restaurants.
8. **Strong neighborhoods and places, rooted in our unique character**

a. Make programs that encourage up-keep of private property and neighborhoods more accessible and better communicated.
b. Facilitate and support neighborhood involvement in plans, studies, and community events.
c. Continue traditional neighborhood style of homes, streets, and sidewalks in residential areas.
d. Improve aesthetics and landscaping along collectors, arterials, and in front of businesses, utilizing native species and enforcing design standards in Northwest Commercial Corridors.

Northwest Neighborhoods

Northwest Commercial

Appropriate Zones: C-2

- **Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted.
- **Auto:** Multi-modal accommodations integrated on 27th street and included on Avenue I.
- **Mass:** Big box stores, shared buildings, low height but smaller setbacks on 27th Street to encourage walkability.
- **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.

*This neighborhood may include mixed use zoning in the future. Until the City adds Mixed Use as a zoning district, either C-2 or R-1a would be appropriate zones for this area.

26 Group Fuel Station and Convenience Store-West
Attachment 5
Proposed Cost Benefit Analysis

Community Redevelopment Authority, City of Scottsbluff, Nebraska
26 Group Fuel Station and Convenience Store-West
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. ***Project Sources/Use of Funds:*** An estimated $865,485.00 of TIF Revenues are available for this Project. The public investment from TIF will leverage approximately $2,494,325.00 in private sector investment; a private investment of approximately $2.88 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. (This breakdown does not account for interest to be paid out of TIF Revenues).

Description	TIF Funds	Private Funds	
Land Acquisition	$ 600,000.00		
Legal (non TIF)/Closing Costs		$ 20,000.00	
Building		$ 850,000.00	
Site Preparation/Import Fill	$ 45,000.00		
Paving		$ 185,000.00	
Stormwater Drainage	$ 60,000.00		
Tank Removal	$ 50,000.00		
Site Demolition	$ 150,000.00		
Site Utilities	$ 70,000.00		
Restaurant Equipment/Frig/Freezers		$ 250,000.00	
Fuel Pumps/Tanks/Readers		$ 710,000.00	
Signage		$ 80,000.00	
Civil Engineering	$ 21,000.00		
Architect		$ 45,000.00	
Landscaping		$ 15,000.00	
Management Fee		$ 194,905.00	
Sub Totals	$ 996,000.00	$ 2,349,905.00	
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	$ 13,905.00		
Estimated TIF Eligible Expenses	$ 1,009,905.00		
Adjustment*	$ (144,420.00)	$ 144,420.00	**Total Project Costs**
Totals	$ 865,485.00	$ 2,494,325.00	**$ 3,359,810.00**

*Adjustment showing TIF eligible costs estimated to not be covered by TIF proceeds

B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The current value of the Project Site is $341,050.00. Real estate taxes assessed against the Project Site are currently $7,052.86 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated tax increment revenues are calculated as follows:

a.	Estimated Base Value:	$ 341,050.00
b.	Estimated Value at Completion:	$3,000,000.00
c.	Tax Increment (b minus a):	$2,658,950.00
d.	Estimated Levy:	2.17%
e.	Average Annual Projected Shift (rounded):	$ 57,699.00
f.	Total TIF Available (e multiplied by 15)	$ 865,485.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.

No public infrastructure and community public service needs impacts are anticipated.

D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.

The Redeveloper anticipates the following employment on the Project Site after redevelopment:

Fuel Station	Restaurant
1 full time Manager	1 full time Manger
2 Assistant Managers	1 Assistant Manager
6 part time Cashiers	4 part time Cashiers
4 part time Cooks	6 part time cooks
2 full time cooks	2 full time cooks

E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

No negative impacts on employers and employees within and surrounding the City are anticipated.

F. Impacts on Student Populations of Scottsbluff Public Schools.

No negative impacts on Scottsbluff Public Schools are anticipated.

G. Other Impacts

- Use of local contractors for construction
- Increase in personal property taxes

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Please Direct All
Correspondence
To Scottsbluff Office

To:	City of Scottsbluff City Council
From:	John L. Selzer, Deputy City Attorney
Date:	October 14, 2021
Re:	26 Group Fuel Station and Convenience Store-West Redevelopment Plan

Introduction: At your October 18, 2021 meeting, you will consider a resolution regarding the Redevelopment Plan for the 26 Group Fuel Station and Convenience Store-West project (the "Plan" and the "Project").

Standards of Review:

1. Conformity with Comprehensive Plan and Community Development Law.

The Project Site is described as Lots 11, 12, and 13, Hight's Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska commonly known as 823, 827, 831, and 837, W. 27th Street, Scottsbluff, Nebraska.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in a Northwest Commercial Neighborhood. Principles for sustainable development for the Northwest District include encouraging new development to be contiguous with existing development, building successful nodes at major intersections of 27th Street through aesthetics, building design, and encouraging commercial and mixed uses, and directing higher intensity uses toward arterials, with highest intensities at intersections of arterials and collectors. The Northwest Commercial Neighborhoods contemplate heavier daytime use, 24 hour retail, fast-food, or traveler activity, multi-modal accommodations integrated on 27th Street and included on Avenue I, and C-2 as the appropriate zone. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan.

The Project Site is zoned as C-2 (Neighborhood and Retail Commercial) which includes convenience stores with dispensing gasoline and restaurants as principal permitted uses. Thus, no zoning changes are necessary.

Both the Planning Commission and CRA have conducted this same review and recommended approval of the Plan.

You must also consider whether the Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. Those declarations include, among other things, that:

> [Blighted and substandard] conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination. NEB. REV. STAT. § 18-2102.

The proposed Project is in an area that the City Council has designated as blighted and substandard and in need of redevelopment.

2. The "But For" Test.

Because this Plan proposes the use of tax-increment financing ("TIF"), in order to approve the Plan you must determine that the Plan would not be economically feasible or occur in the blighted and substandard area without the use of TIF. The Redeveloper has certified these requirements on Page 3 of the Plan.

3. Cost-Benefit Analysis.

You must also analyze and, in order to approve the Plan, make a finding that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community. The CRA adopted a cost-benefit analysis which is in your packet.

Conclusion: The above findings must be documented in writing. To that end, a proposed resolution for Plan approval is in your packet. Please don't hesitate to contact us with any questions or concerns prior to the Council meeting.

Attachments:

Redevelopment Plan
Planning Commission Plan Resolution
CRA Plan Resolution
CRA Cost Benefit Analysis
Proposed City Council Resolution

Sincerely,
SIMMONS OLSEN LAW FIRM, P.C., L.L.O.
/s/ John L. Selzer
John L. Selzer

RESOLUTION 10-11-21-1

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *26 Group Fuel Station and Convenience Store-West* by 26 Group, LLC (the "Redevelopment Plan") has been submitted to the Planning Commission.

b. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan").

Resolved:

1. The Planning Commission finds that Redevelopment Plan conforms to the Comprehensive Plan and recommends approval of the Redevelopment Plan to the Scottsbluff Community Redevelopment Authority and City Council.

2. All prior resolutions of the Commission in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

3. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on October 11, 2021

PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA

By: Dana Wilson
Chair

ATTEST:

By: _____
Recording Secretary

RESOLUTION NO. 10-13-3

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.,* a redevelopment plan for the *26 Group Fuel Station and Convenience Store-West* project submitted by 26 Group, LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan"). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The CRA has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The proposed land uses and building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for vehicular parking, the provision of adequate transportation, water, sewerage, and other public utilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

2. The CRA has conducted a cost benefit analysis for the project according to the Community Redevelopment Law, and finds that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, are in the long term best interests of the community. The CRA Chair is authorized to execute the cost benefit analysis to show the CRA's review and discussion thereof.

3. The CRA states: (a) the Redeveloper acquired the Project Site (as defined in the Redevelopment Plan) for $600,000.00 in contemplation of developing the Project Site; (b) the estimated cost of preparing the project area for redevelopment is $245,000.00, which entails tank removal, site demolition, and import fill; (c) the Redevelopment Plan does not propose that either the CRA or City will acquire the project area and neither the CRA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; (d) the proposed methods of financing of the project are (i) tax increment financing for eligible costs and (ii) private investment and financing for the remainder of the project costs; and (e) no families will be displaced as a result of the project.

4. The CRA recommends approval of the Redevelopment Plan to the City Council.

5. This Resolution along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.

6. All prior resolutions of the CRA in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

7. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on October 13, 2021

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

Chair

ATTEST:

Secretary

Community Redevelopment Authority, City of Scottsbluff, Nebraska
26 Group Fuel Station and Convenience Store-West
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. ***Project Sources/Use of Funds:*** An estimated $865,485.00 of TIF Revenues are available for this Project. The public investment from TIF will leverage approximately $2,494,325.00 in private sector investment; a private investment of approximately $2.88 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. (This breakdown does not account for interest to be paid out of TIF Revenues).

Description	TIF Funds	Private Funds	
Land Acquisition	$ 600,000.00		
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Stormwater Drainage	$ 60,000.00		
Tank Removal	$ 50,000.00		
Site Demolition	$ 150,000.00		
Site Utilities	$ 70,000.00		
Restaurant Equipment/Frig/Freezers		$ 250,000.00	
Fuel Pumps/Tanks/Readers		$ 710,000.00	
Signage		$ 80,000.00	
Civil Engineering	$ 21,000.00		
Architect		$ 45,000.00	
Landscaping		$ 15,000.00	
Management Fee		$ 194,905.00	
Sub Totals	$ 996,000.00	$ 2,349,905.00	
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	$ 13,905.00		
Estimated TIF Eligible Expenses	$ 1,009,905.00		
Adjustment*	$ (144,420.00)	$ 144,420.00	**Total Project Costs**
Totals	$ 865,485.00	$ 2,494,325.00	**$ 3,359,810.00**

*Adjustment showing TIF eligible costs estimated to not be covered by TIF proceeds

B. ***Tax Revenues and Tax Shifts Resulting from the Division of Taxes.***

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The current value of the Project Site is $341,050.00. Real estate taxes assessed against the Project Site are currently $7,052.86 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated tax increment revenues are calculated as follows:

a.	Estimated Base Value:	$ 341,050.00
b.	Estimated Value at Completion:	$3,000,000.00
c.	Tax Increment (b minus a):	$2,658,950.00
d.	Estimated Levy:	2.17%
e.	Average Annual Projected Shift (rounded):	$ 57,699.00
f.	Total TIF Available (e multiplied by 15)	$ 865,485.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.

No public infrastructure and community public service needs impacts are anticipated.

D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.

The Redeveloper anticipates the following employment on the Project Site after redevelopment:

Fuel Station	Restaurant
1 full time Manager	1 full time Manger
2 Assistant Managers	1 Assistant Manager
6 part time Cashiers	4 part time Cashiers
4 part time Cooks	6 part time cooks
2 full time cooks	2 full time cooks

E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

No negative impacts on employers and employees within and surrounding the City are anticipated.

F. Impacts on Student Populations of Scottsbluff Public Schools.

No negative impacts on Scottsbluff Public Schools are anticipated.

G. Other Impacts

- Use of local contractors for construction
- Increase in personal property taxes

Adopted by the Community Redevelopment Authority of the City of Scottsbluff on October 13 2021

Chair

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by BDS3C, LLC for the Flyover Brewing Company Expansion Project.

Staff Contact: Zachary Glaubius, Planning Administrator

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
Flyover Brewing Company Expansion

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1. Introduction/Executive Summary 1

2. Blighted and Substandard Condition of Project Site 1

3. Statutory Elements.....1

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6. Implementation of Plan.....5

Attachments

Attachment 1: *Blighted and Substandard Maps*

Attachment 2: *Maps of Project Site*

Attachment 3: *Site Plan*

Attachment 4: *Excerpts from Comprehensive Plan*

Attachment 5: *Proposed Cost-Benefit Analysis*

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN

Flyover Brewing Company Expansion

1. Introduction/Executive Summary

BDS3C, LLC (the "Redeveloper") submits this Redevelopment Plan ("Plan") to the City of Scottsbluff City Council (the "City"), the City of Scottsbluff Planning Commission ("Planning Commission"), and the City of Scottsbluff Community Redevelopment Authority (the "CRA"), according to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to rehabilitate and renovate the "Project Site" to expand Flyover Brewing Company (the "Project"). The Project Site has been declared to be blighted and substandard. The Redeveloper is requesting tax increment financing for certain eligible costs and expenses related to the Project.

2. Blighted and Substandard Condition of Project Site (NEB. REV. STAT. §§ 18-2103 (3) and (31) and 18-2109)

The City has declared the Project Site and surrounding areas as blighted and substandard as defined in the Nebraska Community Development Law. *See* Attachment 1.

3. Statutory Elements (NEB. REV. STAT. §§ 18-2103(27) and 18-2111)

A. ***Boundaries of the Project Site:*** The Project Site is described as Lot 22, Main Street Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID No. 010132600), commonly known as 1820 Broadway, Scottsbluff, Nebraska. Aerial maps of the Project Site are attached as Attachment 2.

B. ***Land Acquisition:*** The Redeveloper owns the Project Site.

C. ***Land Uses:*** The Redeveloper proposes to rehabilitate and renovate the "Project Site" to provide additional seating, special event space, and expanded brewing distributing capacity for Flyover Brewing Company.

D. ***Land Coverage and Building Intensities:*** The Project Site is approximately 3,500 square feet. The footprint of the building on the Project Site is approximately 3,250 square feet.

E. ***Site Plan:*** See Attachment 3.

F. ***Existing Uses and Condition:*** The Project Site is currently a vacant building, which needs system wide upgrades.

G. ***Demolition and Removal of Structures:*** Interior demolition is necessary to prepare the building for new improvements. No structures will be removed from the Project Site.

H. ***Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site. Increased traffic to and use on the Project Site will likely result due to the increased employment, occupancy, and customers on the Project Site.

I. ***Zoning Changes:*** The Project Site is zoned as C-1 (Central Business District) which includes restaurants, bars, taverns, and brew pubs as principal permitted uses. A micro-brewery is a special permitted use. Thus, no zoning changes are necessary.

J. ***Additional Public Facilities and Utilities:*** No additional public facilities and utilities are anticipated. The Redeveloper plans on expanding its outside seating in front of the Project Site (See Attachment 3).

K. ***Street Layouts, Street Levels, and Grades:*** No changes to street layouts, street levels, and grades are needed for this Plan.

L. ***Ordinance and Building Code Changes:*** No ordinance or building code changes are contemplated by the Plan.

4. Conformity to General Plan of the City (NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a)).

The Planning Commission, City, and CRA are all tasked with determining whether this Plan conforms to the general plan for the development of the City as a whole. NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a).

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Downtown District and in the Central Business District Neighborhood. A theme for the Downtown District is to grow as a regional leader of commerce and economic activity. The Redeveloper's expansion of its current popular restaurant and brewery will enhance the downtown area. The Central Business District Neighborhood contemplates active daytime, evening, and nighttime activities and C-1 as the appropriate zone. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan. Relevant excerpts from the Comprehensive Plan are attached as Attachment 4.

5. Proposed Financing

A. ***Tax Increment Financing.*** The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on the Project Site after development all according to NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately $48,600.00 calculated as follows:

a.	Estimated Base Value:	$ 57,410.00
b.	Estimated Project Completion Value:	$195,925.00
c.	Tax Increment (b minus a):	$138,515.00
d.	Estimated Levy:	2.339%
e.	Annual Projected Shift (rounded):	$ 3,240.00
f.	Total TIF Available (e multiplied by 15)	$ 48,600.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

The TIF Revenues will be used to make principal and interest payments toward a tax increment financing bond ("TIF Indebtedness") to be held or sold by the Redeveloper. The principal amount of the TIF Indebtedness will be based on the eligible expenses actually incurred. The interest rate will be established as set forth in the Redevelopment Contract.

Because the Plan proposes the use of tax increment financing, the City must find that the Plan would not be economically feasible without the use of tax increment financing and the Project would not occur in the blighted and substandard area without the use of tax increment financing. The City and the CRA must also find that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and been found to be in the long-term best interest of the community. NEB. REV. STAT. §§ 18-2113(2) and 18-2116(1)(b).

The Redeveloper certifies that the Plan would not be economically feasible and would not occur in the blighted and substandard area without the use of tax increment financing. Because of the high renovation costs, tax-increment financing is a necessary source of funding for the Project.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CRA and City shall be limited to the TIF Revenues received by the CRA with respect to the Project available to pay the TIF Indebtedness issued for this Project and the Redeveloper shall look exclusively thereto for the payment on any TIF Indebtedness. The Redeveloper acknowledges that the above figures are, and any TIF Indebtedness will be set, based on estimates and assumptions, including expectations as to the completion of construction and valuations, suggested by the Redeveloper, which may alter substantially and materially, and/or certain project costs incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

Below are the portions of the project, and estimated cost that the Redeveloper proposes to be paid for with TIF Revenues, to the extent available:

Description	Estimated Costs
Interior Demo	$ 27,450.00
Fire Suppression	$ 13,153.00
Roof Repair	$ 24,595.00
Exterior Concrete	$ 4,815.00
Structural Engineering	$ 2,400.00
Plan Preparation/Legal	$ 2,680.00
Total	$ 75,093.00

B. Private Investment/Financing. The estimated TIF Revenues available will not be sufficient to cover the eligible costs. The Redeveloper will make a substantial private investment in and obtain private financing for the Project estimated at almost $802,045.58.

C. LB 840/Façade Improvement Grants. Approximately $260,000.00 in LB 840 and façade improvement grants may be available for the Project.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds	Private Funds	
Land Acquisition		$ 72,000.00	
Interior Demo	$ 27,450.00		
Fire Suppression	$ 13,153.00		
Roof Repair	$ 24,595.00		
Exterior Concrete	$ 4,815.00		
Structural Engineering	$ 2,400.00		
Mechanical Engineering		$ 14,110.00	
Architectural		$ 24,290.00	
General Renovation Costs		$ 573,053.00	
Pizza Oven		$ 15,999.58	
Brewing Equipment		$ 148,983.00	
Ampco DH45 Pump		$ 13,000.00	
Transfer/CIP Hoses		$ 2,515.00	
Washdown Stations		$ 2,577.00	
Bulk CO2		$ 5,000.00	
RO Filter		$ 8,500.00	
Draft Expansion Needs		$ 2,540.00	
Brewery Office/Lab		$ 2,000.00	
Electromagnetic Flow Meter		$ 5,000.00	
Lenticular Filter		$ 7,200.00	
Chemical Station		$ 500.00	
Gehaltemeter CO2/DO		$ 28,000.00	
Beer Walk-in		$ 20,000.00	
Furniture		$ 20,000.00	
Glasswasher		$ 7,366.00	
Pizza Line		$ 4,919.00	
Kitchen Walk-in		$ 8,000.00	
Ancillary Furnishings		$ 50,000.00	
			Total FF&E Costs
			$ 352,099.58
Subtotals	$ 72,413.00	$ 1,035,552.58	$ 1,107,965.58
Plan Preparation/Legal	$ 2,680.00		
TIF Adjustment*	$ (26,493.00)	$ 26,493.00	**Total Project Cost**
Totals	$ 48,600.00	$ 1,062,045.58	$ 1,110,645.58
LB 840/Façade Improvement Grant**		$ (260,000.00)	
		$ 802,045.58	
*Adjustment showing certain TIF costs estimated to not be covered by TIF proceeds			
**Shown for purposes of analyzing private investment			

Please note that all the figures in this Plan are estimates and tax increment financing granted will be based on actual costs incurred for eligible expenses, as limited by tax increment revenues received.

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 5.

6. Implementation of the Plan

Upon approval of this Plan, the Redeveloper will enter into a Redevelopment Contract with the CRA which shall govern the implementation of this Plan. All public improvements related to this Plan shall be according to (a) plans and specifications approved in writing by the City in advance of commencement of construction, (b) all ordinances and codes adopted by the City, as in effect at the time that the public improvements are constructed, and (c) any other agreement related to the public improvements between the Redeveloper and the City. The Redevelopment Contract between the Redeveloper and the CRA shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, or licenses from the City related to the public improvements or other improvements as may be required by the City for the type of work to be performed on the Project Site.

Flyover Brewing Company Expansion Redevelopment Plan
Attachment 1
Blighted and Substandard Maps

City of Scottsbluff
Blight Areas

Roads
- Highway
- Main Road
- Residential

Corporate Limits

Blight Areas

Taylor Stephens
City of Scottsbluff GIS
Created on April 19, 2021
Updated on June 23, 2021
Coordinate System:
NAD 1983 State Plane Nebraska
FIPS 2600 Feet
Lambert Conformal Conic

Blighted and Substandard Area Closeup



October 4, 2021

1:2,257

0 0.02 0.04 0.08 mi

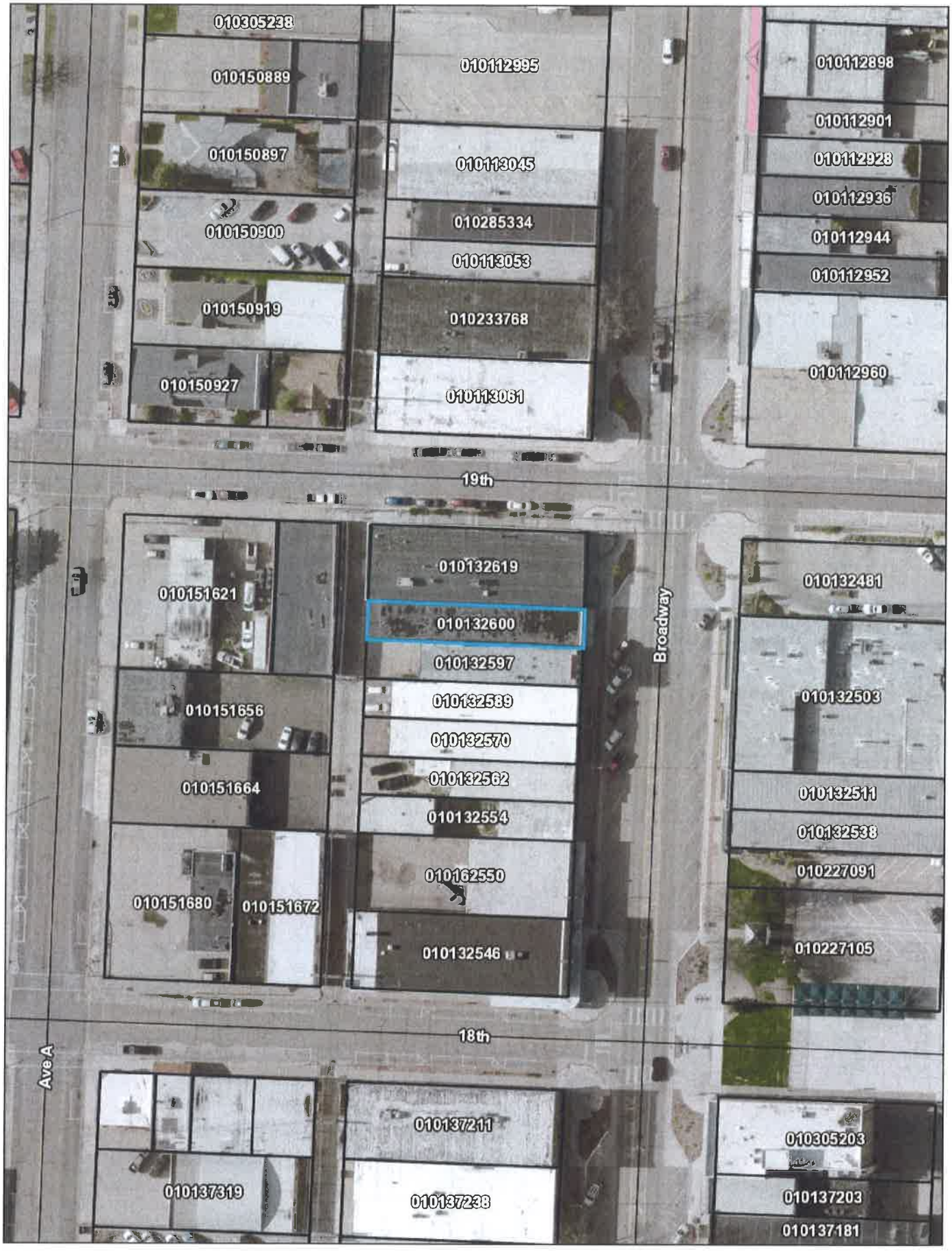
0 0.03 0.07 0.13 km

Flyover Brewing Company Expansion Redevelopment Plan
Attachment 2
Maps of Project Site

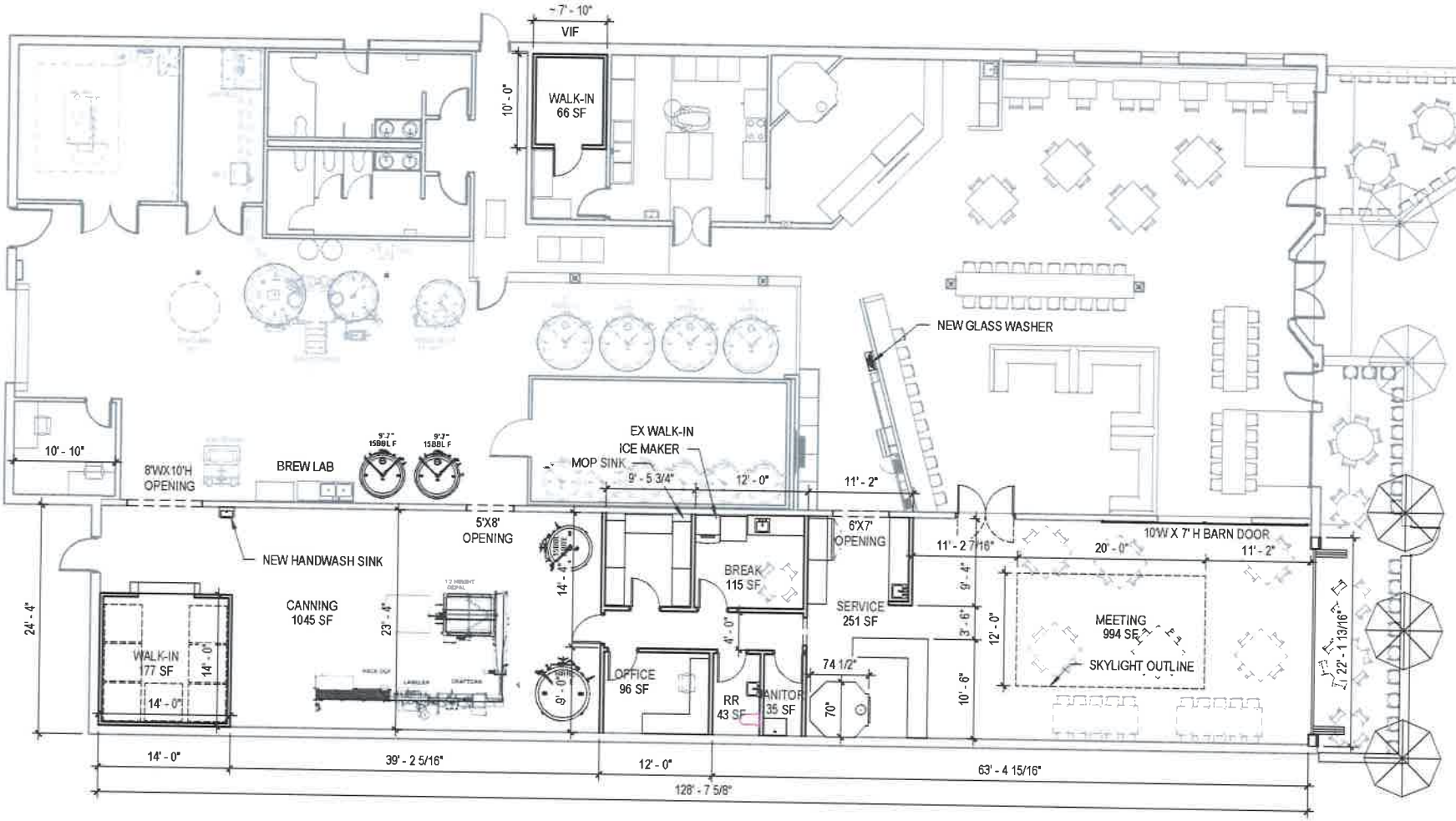
Project Site



05/09/2020


010305238
010150889
010112995
010112898
010150897
010113045
010112901
010112928
010150900
010285334
010112936
010112944
010113053
010112952
010150919
010233768
010112960
010150927
010113061
19th
010132619
010151621
010132600
010132481
Broadway
010132597
010151656
010132589
010132503
010132570
010151664
010132562
010132511
010132554
010132538
010162550
010227091
010151680
010151672
010132546
010227105
18th
Ave A
010137211
010305203
010137319
010137238
010137203
010137181

Flyover Brewing Company Expansion Redevelopment Plan
Attachment 3
Site Plan

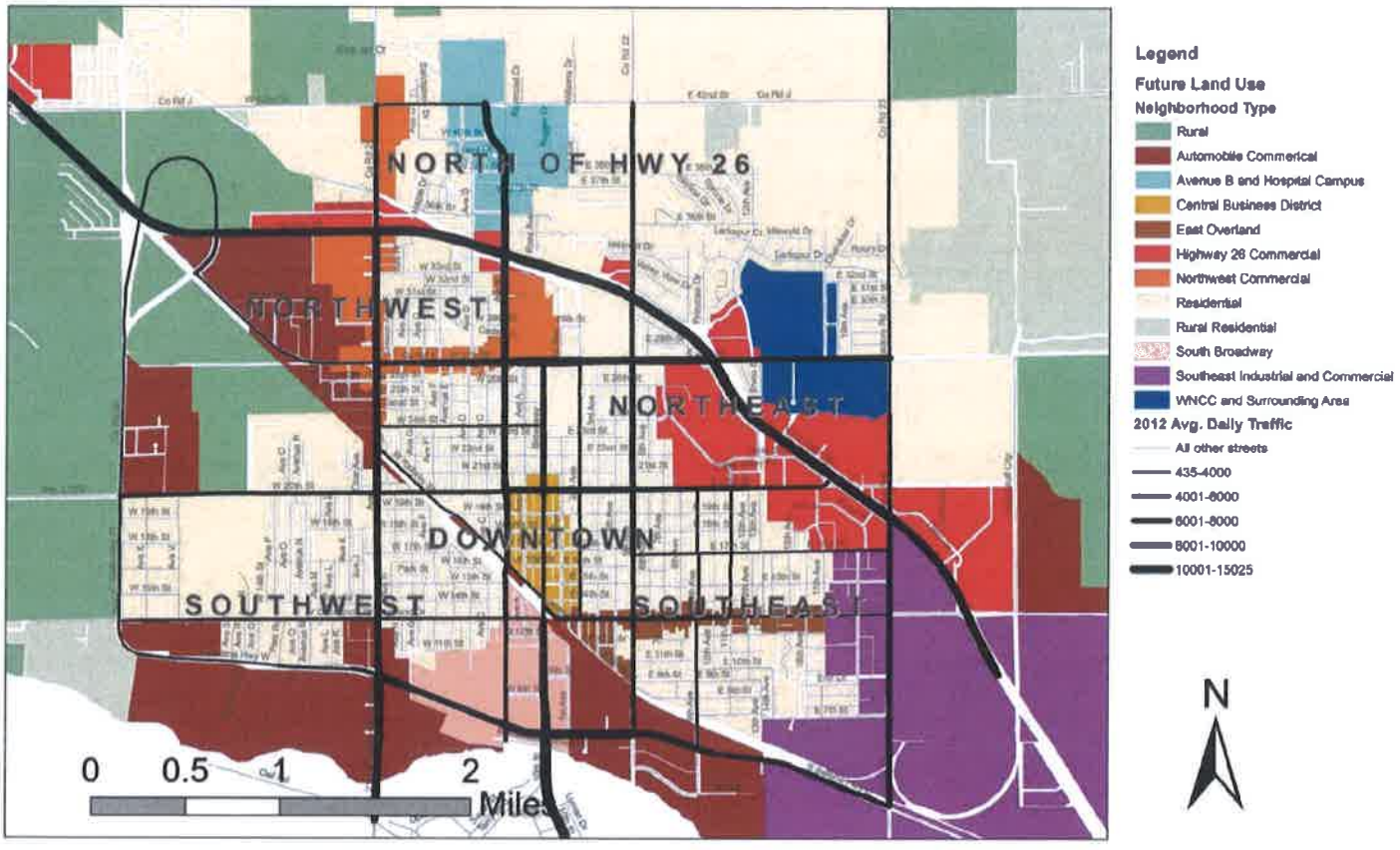


WINTERS | GRIFFITH ARCHITECTS

A101
FIRST FLOOR PLAN
FLYOVER BREWING COMPANY
EXPANSION

Flyover Brewing Company Expansion Redevelopment Plan
Attachment 4
Excerpts from Comprehensive Plan

Scottsbluff Future Land Use Map



Downtown

Themes:

1. **Growing as a regional leader of commerce and economic opportunity**
   - Key area for light commercial (primarily retail) businesses.
2. **Living into our unique character of a city in the country**
   - Historic district with unique features. Cultural hub of the city with a focus on the arts.
3. **Promoting the health and happiness of all citizens**
   - Social, mental, physical well-being through prosperity, care, and physical environment conducive to activity.
4. **Inclusive Opportunities for participation in civic life**
   - Centralized gathering place for community events.

Principles:

5. **Interconnection of Neighborhoods and amenities**
   a. Transportation amenities should prioritize pedestrians. Encourage residents to park and walk.
   b. Connection to other services and areas of the city through multiple modes of safe transportation; bike lanes could connect to other pathways throughout the City.
6. **Sustainable development**
   a. Reduce impervious cover- decrease stormwater runoff while providing aesthetically pleasing landscaped areas.
   b. Focus on tree planting to help moderate temperatures and beautify public spaces.
   c. Continue making public improvements in landscaping and other public facilities to encourage additional private investment.
   d. Maintain landscaped areas to keep them attractive long-term.
7. **Access to culture and recreation**
   a. Partner with Midwest Theater, Western Nebraska Arts Center to provide cultural opportunities downtown.
   b. Access to walking paths; signage to encourage more walking downtown.
8. **Strong neighborhoods and places, rooted in our unique character**
   a. Promote cultural hub of the community through built design of buildings
   b. Retain historical value of existing buildings
   c. Encourage upper-story housing to increase vitality of the district

Downtown Neighborhoods

Central Business District

Appropriate Zones: C-1

- **Hours:** Active daytime, evening, and nighttime activities
- **Auto:** Formalized bicycle and pedestrian accommodations. Pedestrian oriented along Broadway
- **Mass:** Allowable height up to 70 feet, zero setbacks. Buildings should take up entire lot- green space provided in public facilities.

- **Emissions:** High activity during the day, evening, and late night. Lights that reflect historical character of district.

Flyover Brewing Company Expansion Redevelopment Plan
Attachment 5
Proposed Cost-Benefit Analysis

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA
Flyover Brewing Company Expansion
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. ***Project Sources/Use of Funds:*** An estimated $48,600.00 of TIF Revenues are available for this Project. This public investment will leverage approximately $802,045.58 in private sector investment; a private investment of approximately $16.50 for every TIF dollar invested, plus potentially an additional $260,000.00 in LB840 and façade improvement grants. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show certain TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds	Private Funds	
Land Acquisition		$ 72,000.00	
Interior Demo	$ 27,450.00		
Fire Suppression	$ 13,153.00		
Roof Repair	$ 24,595.00		
Exterior Concrete	$ 4,815.00		
Structural Engineering	$ 2,400.00		
Mechanical Engineering		$ 14,110.00	
Architectural		$ 24,290.00	
General Renovation Costs		$ 573,053.00	
Pizza Oven		$ 15,999.58	
Brewing Equipment		$ 148,983.00	
Ampco DH45 Pump		$ 13,000.00	
Transfer/CIP Hoses		$ 2,515.00	
Washdown Stations		$ 2,577.00	
Bulk CO2		$ 5,000.00	
RO Filter		$ 8,500.00	
Draft Expansion Needs		$ 2,540.00	
Brewery Office/Lab		$ 2,000.00	
Electromagnetic Flow Meter		$ 5,000.00	
Lenticular Filter		$ 7,200.00	
Chemical Station		$ 500.00	
Gehaltemeter CO2/DO		$ 28,000.00	
Beer Walk-in		$ 20,000.00	
Furniture		$ 20,000.00	
Glasswasher		$ 7,366.00	
Pizza Line		$ 4,919.00	
Kitchen Walk-in		$ 8,000.00	
Ancillary Furnishings		$ 50,000.00	
			Total FF&E Costs
			$ 352,099.58
Subtotals	$ 72,413.00	$ 1,035,552.58	$ 1,107,965.58
Plan Preparation/Legal	$ 2,680.00		
TIF Adjustment*	$ (26,493.00)	$ 26,493.00	**Total Project Cost**
Totals	$ 48,600.00	$ 1,062,045.58	$ 1,110,645.58
LB 840/Façade Improvement Grant**		$ (260,000.00)	
		$ 802,045.58	

*Adjustment showing certain TIF costs estimated to not be covered by TIF proceeds
**Shown for purposes of analyzing private investment

B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is $57,410.00. Taxes from the current value of the Project Site are approximately $1,285.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated average annual tax increment revenues are calculated as follows:

a.	Estimated Base Value:	$ 57,410.00
b.	Estimated Project Completion Value:	$195,925.00
c.	Tax Increment (b minus a):	$138,515.00
d.	Estimated Levy:	2.339%
e.	Annual Projected Shift (rounded):	$ 3,240.00
f.	Total TIF Available (e multiplied by 15)	$ 48,600.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.

The Project will rehabilitate and increase utilization of an underutilized building in the Downtown area of the City. The space will meet the demand for private events at Flyover Brewing Company, such as class reunions, wedding rehearsal dinners, holiday parties, and work and network functions. No negative tax impacts from public infrastructure costs are anticipated.

D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.

Flyover Brewing Company employs approximately 35-40 people. Redeveloper intends to add up to 5 employees over the next five years.

E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

None anticipated.

F. Impacts on Student Populations of School Districts within the City.

None anticipated.

G. Other Impacts.

Local contractors and consultants will perform the work.
Increase in personal property taxes due equipment and other personal property.

Simmons Olsen Law Firm, P.C., L.L.O.

Attorneys at Law

Rick L. Ediger
Steven W. Olsen
Kent A. Hadenfeldt
John L. Selzer
Adam A. Hoesing
Elizabeth A. Stobel
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Website: www. simmonsolsen.com
E-mail: jlselzer@simmonsolsen.com

Howard P. Olsen, Jr., Of Counsel
John A. Selzer, Of Counsel
Steven C. Smith, Of Counsel

Robert G. Simmons, Jr. (1918-1998)

ALLIANCE OFFICE
129 East 5th Street
Alliance, NE 69301
(308) 761-047

Please Direct All
Correspondence
To Scottsbluff Office

To:	City of Scottsbluff City Council
From:	John L. Selzer, Deputy City Attorney
Date:	October 14, 2021
Re:	Flyover Brewing Company Expansion Redevelopment Plan

Introduction: At your October 18, 2021 meeting, you will consider a resolution regarding the Redevelopment Plan for the Flyover Brewing Company Expansion project (the "Plan" and the "Project").

Standards of Review:

1. Conformity with Comprehensive Plan and Community Development Law.

The Project Site is described as Lot 22, Main Street Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID No. 010132600), commonly known as 1820 Broadway, Scottsbluff, Nebraska.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Downtown District and in the Central Business District Neighborhood. A theme for the Downtown District is to grow as a regional leader of commerce and economic activity. The Redeveloper's expansion of its current popular restaurant and brewery will enhance the downtown area. The Central Business District Neighborhood contemplates active daytime, evening, and nighttime activities and C-1 as the appropriate zone. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan.

The Project Site is zoned as C-1 (Central Business District) which includes restaurants, bars, taverns, and brew pubs as principal permitted uses. A micro-brewery is a special permitted use. Thus, no zoning changes are necessary.

Both the Planning Commission and CRA have conducted this same review and recommended approval of the Plan.

You must also consider whether the Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. Those declarations include, among other things, that:

> [Blighted and substandard] conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination. NEB. REV. STAT. § 18-2102.

The proposed Project is in an area that the City Council has designated as blighted and substandard and in need of redevelopment.

2. The "But For" Test.

Because this Plan proposes the use of tax-increment financing ("TIF"), in order to approve the Plan you must determine that the Plan would not be economically feasible or occur in the blighted and substandard area without the use of TIF. The Redeveloper has certified these requirements on Page 3 of the Plan.

3. Cost-Benefit Analysis.

You must also analyze and, in order to approve the Plan, make a finding that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community. The CRA adopted a cost-benefit analysis which is in your packet.

Conclusion: The above findings must be documented in writing. To that end, a proposed resolution for Plan approval is in your packet. Please don't hesitate to contact us with any questions or concerns prior to the Council meeting.

Attachments:

Redevelopment Plan
Planning Commission Plan Resolution
CRA Plan Resolution
CRA Cost Benefit Analysis
Proposed City Council Resolution

Sincerely,
SIMMONS OLSEN LAW FIRM, P.C., L.L.O.
/s/ John L. Selzer
John L. Selzer

RESOLUTION 10-11-21-2

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *Flyover Brewing Company Expansion* by BDS3C, LLC (the "Redevelopment Plan") has been submitted to the Planning Commission.

b. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan").

Resolved:

1. The Planning Commission finds that Redevelopment Plan conforms to the Comprehensive Plan and recommends approval of the Redevelopment Plan to the Scottsbluff Community Redevelopment Authority and City Council.

2. All prior resolutions of the Commission in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

3. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on October 11, 2021

PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Chair

ATTEST:

By: _____
Recording Secretary

RESOLUTION NO. 10-13-1

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *Flyover Brewing Company Expansion* project submitted by BDS3C, LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan"). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The CRA has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The proposed land uses and building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, the promotion of safety from fire, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

2. The CRA has conducted a cost benefit analysis for the project according to the Community Redevelopment Law, and finds that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, are in the long term best interests of the community. The CRA Chair is authorized to execute the cost benefit analysis to show the CRA's review and discussion thereof.

3. The CRA states: (a) the Redeveloper acquired the Project Site (as defined in the Redevelopment Plan) for $72,000.00 in contemplation of developing the Project Site; (b) the estimated cost of preparing the project area for redevelopment is $27,450.00, which entails interior demolition; (c) the Redevelopment Plan does not propose that either the CRA or City will acquire the project area and neither the CRA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; (d) the proposed methods of financing of the project are (i) tax increment financing for eligible costs; (ii) LB 840 and façade grants; and (iii) private investment and financing for the remainder of the project costs; and (e) no families or businesses will be displaced as a result of the project.

4. The CRA recommends approval of the Redevelopment Plan to the City Council.

5. This Resolution along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.

6. All prior resolutions of the CRA in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

7. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on October 13, 2021

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF

Chair

ATTEST:

Secretary

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA
Flyover Brewing Company Expansion
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. ***Project Sources/Use of Funds:*** An estimated $48,600.00 of TIF Revenues are available for this Project. This public investment will leverage approximately $802,045.58 in private sector investment; a private investment of approximately $16.50 for every TIF dollar invested, plus potentially an additional $260,000.00 in LB840 and façade improvement grants. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show certain TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

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d.	Estimated Levy:	2.339%
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E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

None anticipated.

F. Impacts on Student Populations of School Districts within the City.

None anticipated.

G. Other Impacts.

Local contractors and consultants will perform the work.

Increase in personal property taxes due equipment and other personal property.

Adopted by the Community Redevelopment Authority of the ~~City~~ of Scottsbluff on October 13, 2021.

Chair

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Class CK liquor license application from 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Ave., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

A g e n d a S t a t e m e n t

Item No.

For meeting of: October 18, 2021

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class CK Liquor License for 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Avenue, 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 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers.
Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016
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 ☐

Chad Leeling
914 West Overland
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

EXHIBIT #1

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: CK

License Number: 124511

RECEIVED
Office Use Only
SEP 01 2021
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only
NEW / REPLACING TOP Yes / No
Hot List Yes / No Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME Chad Leeling - 27th Street Bro's LLC

TRADE (DBA) NAME Brothers 27th St Wings and Burgers

PREVIOUS TRADE (DBA) NAME MJ's

CONTACT PHONE NUMBER 308-225-3433

CONTACT EMAIL ADDRESS Chad.Leeling@yahoo.com

Columbus 9-1-2023 Ste #6 ?

~~No fee submitted~~

Office use only
PAYMENT TYPE PayPal
AMOUNT HLC RCPT
RECEIVED:
DATE DEPOSITED 9-7-21

2100010738

FORM 100
REV 8/4/21
PAGE 1

PAYPORT
NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission
P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 63824530
9/7/2021 04:14 AM

Status:	**APPROVED**
Customer Name:	Chad Leeling
Account Number:	******7457
Routing Number:	107007139

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	65381222	$400.00

Applicant Name:: **Chad leeling**

Trade Name (DBA):: **Brothers 27th street wings and burgers**

Address:: **2621 fifth ave**

City:: **Scottsbluff**

State:: **27**

Zip Code:: **69361**

Phone Number:: **3082253433**

Email Address:: **chad.leeling@yahoo.com**

Total remitted to the Nebraska Liquor Control Commission	$400.00
Total Amount Charged	$401.75

I authorize "" to electronically debit my account.

Clerk Copy - Must be retained

PAYPORT
NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 63900334
9/8/2021 07:54 PM

Status:	**APPROVED**
Customer Name:	Chad leeling
Account Number:	******7457
Routing Number:	107007139

Items	Quantity	TPE Order ID	Total Amount
Catering Endorsement (Class K)	1	65430302	$100.00
License Number:: **New**			
Trade Name (DBA):: **Brothers 27th Street wings and burgers**			
Address:: **2621 5th ave**			
City:: **Scottsbluff**			
State:: **27**			
Zip Code:: **69361**			
Phone Number:: **3082253433**			
Email Address:: **chad.leeling@yahoo.com**			
Total remitted to the Nebraska Liquor Control Commission			$100.00
Total Amount Charged			$101.75

I authorize "" to electronically debit my account.

Customer Copy

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License Class: K

License Number: 124511

RECEIVED
Office Use only
SEP 01 2021
NEBRASKA LIQUOR CONTROL COMMISSION

- Application fee $100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE
Chad Leeling

TRADE NAME
Brothers 27th St Wings and Burgers

PREMISES ADDRESS
2621 5th Ave

CITY Scottsbluff **ZIP CODE** 69361

CONTACT PERSON
Chad Leeling

PHONE NUMBER
308-225-3433

EMAIL
Chad.Leeling@yahoo.com

Signature of AUTHORIZED LICENSEE REPRESENTIVE
(Do not sign until in the presence of the Notary Public)

Chad Leeling
Printed Name of AUTHORIZED LICENSEE REPRESENTIVE

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this:

August 19th 2021
(Date)

By: Chad Leeling
Name of person signing document in front of Notary

Notary Public Signature

State of Nebraska — General Notary
ANNE N. DEMARANVILLE
My Commission Expires
August 6, 2023

Office Use Only
BARCODE LABEL

FORM 106
REV 3/19/20
Page 1 of 1

DIRECTIONS

Each item must be included with your application

1. Application fee of $400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission

2. Enclose the appropriate application forms
   - Individual License (Form 104)
   - Partnership License (Form 105)
   - Corporate License (Form 101 & Form 103)
   - Limited Liability Company (LLC) (Form 102 & Form 103)
     - Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State

3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See Applicant Guidelines for further assistance

4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".

5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
   a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
   b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
   c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
   d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.

8. Submit a copy of your business plan.

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

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

____ A BEER, ON SALE ONLY

____ B BEER, OFF SALE ONLY**

_X_ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES_X_ NO____

____ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

____ F BOTTLE CLUB,

____ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES____ NO____

____ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

____ AB BEER, ON AND OFF SALE

____ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

____ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

_X_ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

____ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES____ NO_X_

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

____ Individual License (requires insert FORM 104)

____ Partnership License (requires insert FORM 105)

____ Corporate License (requires FORM 101 & FORM 103)

_X_ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name_____ Phone Number_____

Firm Name_____

Email address_____

Should we contact you with any questions on the application? YES_____ NO_____

FORM 100
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PAGE 3

PREMISE INFORMATION

Trade Name (doing business as) Brothers 27th St Wings and Burgers

Street Address 2621 5th Ave suite 21

City Scottsbluff County Scottsbluff Zip Code 69361+1781

Premises Telephone number 308-225-3433

Business e-mail address Chad.Leeling@yahoo.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name Chad Leeling

Street Address 914 West Overland

City Scottsbluff State NE Zip Code 69361+3411

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 63 x width 107 in feet

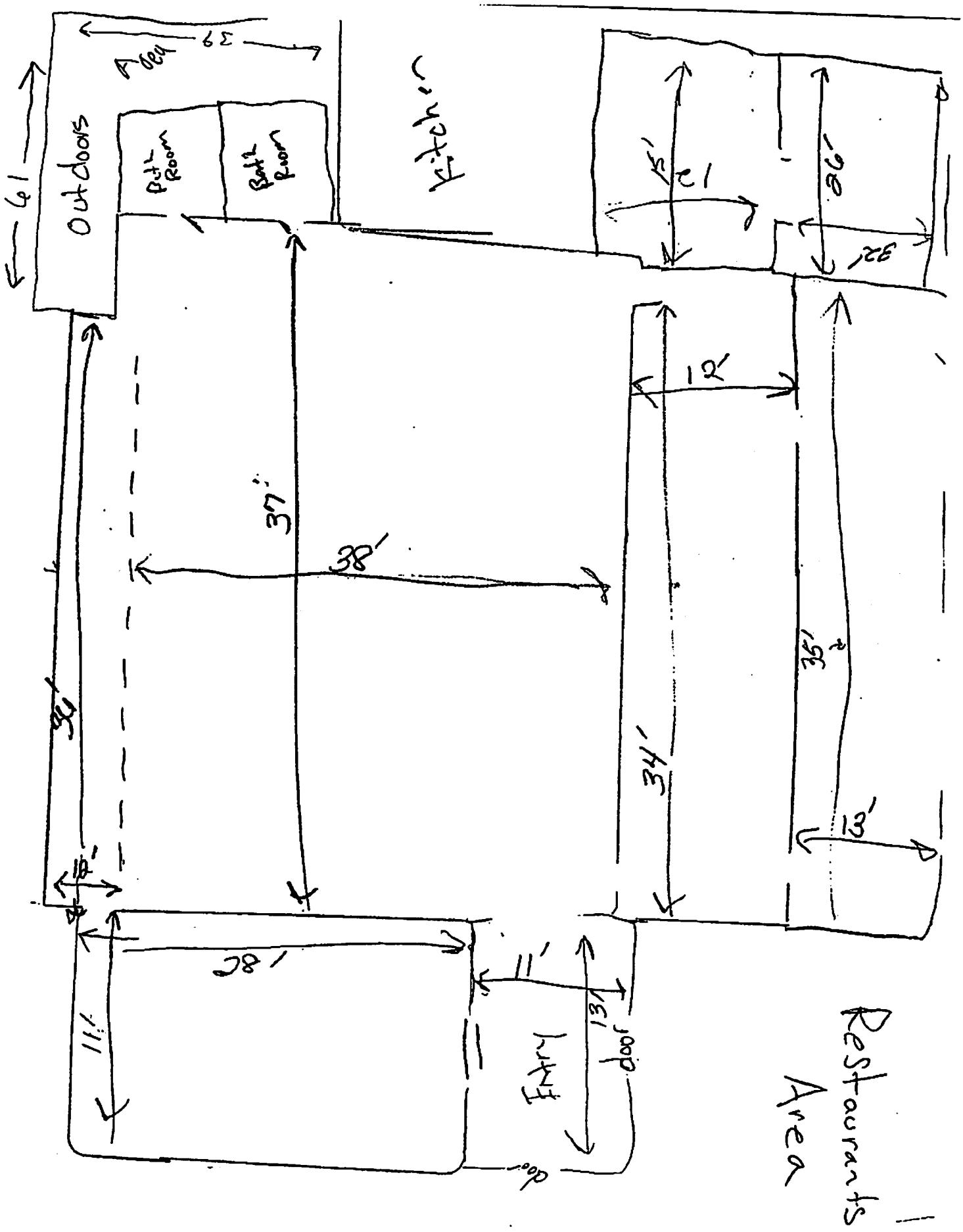
Is there a basement? Yes ____ No X If yes, length ____ x width ____ in feet

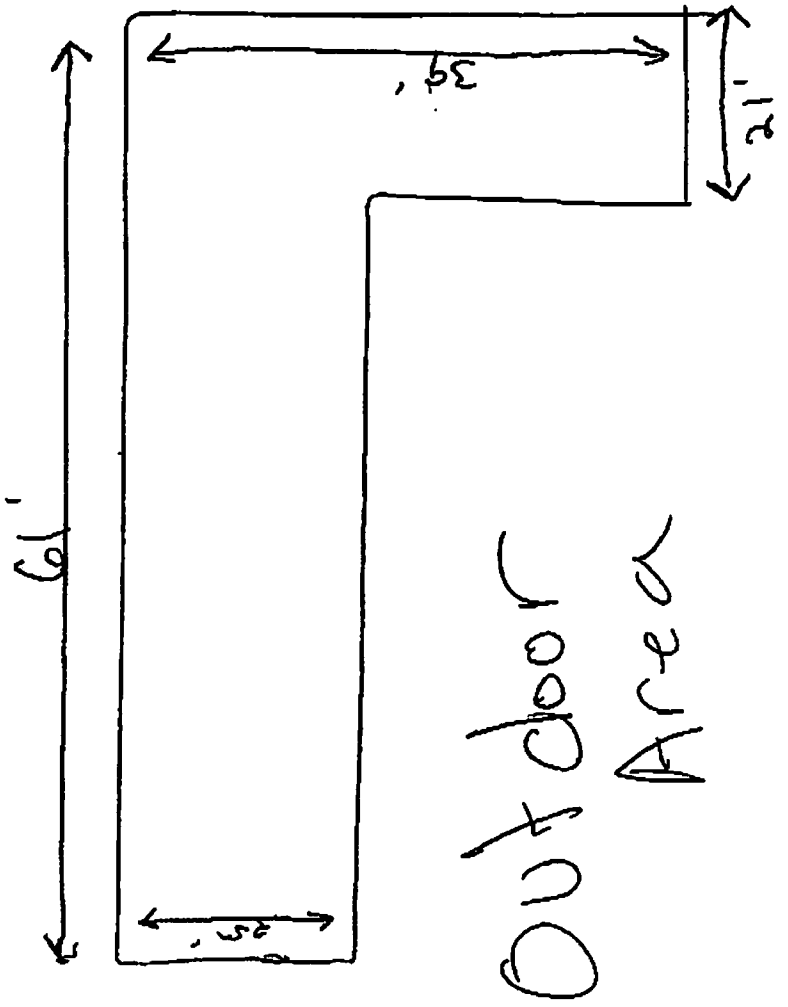
Is there an outdoor area? Yes X No ____ If yes, length 101' x width 39 in feet

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

One story bldg approx 63 x 107 including an outdoor area approx 61 x 39

FORM 100
REV 8/4/21
PAGE 4


Area
65
61
Outdoors
Bath Room
Bath Room
Kitchen
12'
21'
32'
12'
37'
38'
35'
34'
13'
18'
38'
11'
11'
13'
Entry
door
Restaurants
Area


39'
12'
70'
35'
Outdoor Area

APPLICANT INFORMATION

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

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

__X__ YES _____NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Chad Leeling	11/2018	Bridgeport NE	Speeding	80 in 65
	2014	NE	Proof of Insur	
	2005	CO	Child Abuse	dismissed
	March 2021	NE	Speeding	

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

_____YES __X__NO

If yes, provide business name and license number_____

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

_____YES __X__NO

If yes, give name of business and liquor license number_____

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

_____YES __X__NO

If yes
a) Attach temporary operating permit (TOP) (Form 125)
   a) Submit a copy of the business purchase agreement
   b) Include a list of alcohol being purchased, list the name brand, container size and how many
   c) Submit a list of the furniture, fixtures and equipment

FORM 100
REV 8/4/21
PAGE 5

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

____YES _X_NO

If yes, list the lender(s)_____

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

____YES _X_NO

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

_____

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

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

____YES _X_NO

If yes, list such item(s) and the owner._____

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

_X_YES ____NO

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

Scottsbluff High School

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

____YES _X_NO

_____

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Platte Valley - Chad Leeling & Eugene Brown

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

The Stomping Ground 115404

_____

FORM 100
REV 8/4/21
PAGE 6

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad Leeling	01/2016	Responsible Beverage Server
Eugene Brown	01/2016	Responsible Beverage Server.

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Chad Leeling/Manage-owner	9/2015	The Stomping Ground - Scottsbluff, NE 69361
Eugene Brown/manage-owner	9/2015	The Stomping Ground-Scottsbluff, NE 69361

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.
Documents must be in the name of applicant as owner or lessee

✓ Lease expiration date 9-1-2023
_____ Deed
_____ Purchase Agreement

14. When do you intend to open for business? October 2021

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11am - 1am Monday - Sunday

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM	TO	SPOUSE CITY & STATE	YEAR FROM	TO
Chad Leeling - Aurora, Co	2008	2009			
Chad Leeling - Gering, NE	2009				
Chad Leeling - Scottsbluff, NE	2009	current			
Eugene Brown - Bridgeport, NE	2000	current			

If necessary, attach a separate sheet

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

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Signature of APPLICANT
(Do not sign until in the presence of the Notary Public)

Chad Leeling
Printed Name of APPLICANT

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this

August 19th 2021
(Date)

By Chad Leeling
Name of person(s) signing document in front of Notary

Notary Public Signature

Affix Seal

State of Nebraska – General Notary
ANNE N. DEMARANVILLE
My Commission Expires
August 6, 2023

Signature of SPOUSE
(Do not sign until in the presence of the Notary Public)

Printed Name of SPOUSE

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

_____
(Date)

By _____
Name of person(s) signing document in front of Notary

Notary Public Signature

Affix Seal

FORM 100
REV 8/4/21
PAGE 8

PERSONAL OATH AND CONSENT TO INVESTIGATION

SIGNATURE PAGE –
PLEASE READ CAREFULLY

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Eugene D. Brown
Printed Name of **APPLICANT**

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this

September 9th 2021
(Date)

By Eugene D. Brown
Name of person(s) signing document in front of Notary

Notary Public Signature

State of Nebraska – General Notary
ANNE N. DEMARANVILLE
My Commission Expires
August 6, 2023

Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

_____
(Date)

By _____
Name of person(s) signing document in front of Notary

Notary Public Signature

Notary Seal

FORM 100
REV 8/4/21
PAGE 8

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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

Office Use RECEIVED
SEP 01 2021
NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:
1) **All members spouse(s) must be listed**
2) **Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: _____

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Brothers 27th St Wing and Burgers

LLC Address: 2621 5th Ave

City: Scottsbluff State: NE Zip Code: 69361 +1744 1781

LLC Phone Number: 308-225-3433 LLC Fax Number _____

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Leeling First Name: Chad MI: _____

Home Address: 914 W Overland City: Scottsbluff

State: NE Zip Code: 69361 +3411 Home Phone Number: 308-225-3433

Chad Leeling

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

August 19th 2021 by Chad Leeling
Date **name of person acknowledge**

Affix Seal — State of Nebraska — General Notary — [illegible] GEMPRANVILLE — My Commission Expires — [illegible] 6, 2023

FORM 102
REV JUNE 2015
Page 1 of 4

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Leeling First Name: Chad MI: L

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

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

Spouse Social Security Number: Date of Birth:

Percentage of member ownership 50

Last Name: Brown First Name: Eugene MI: D

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

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

Spouse Social Security Number: Date of Birth:

Percentage of member ownership 50

Last Name: First Name: MI:

Social Security Number: Date of Birth:

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

Spouse Social Security Number: Date of Birth:

Percentage of member ownership

Last Name: First Name: MI:

Social Security Number: Date of Birth:

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

Spouse Social Security Number: Date of Birth:

Percentage of member ownership

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

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

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

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

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

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

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

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

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Is the applying Limited Liability Company controlled by another corporation/company?

☐YES ☒NO

If yes, provide the following:
1) Name of corporation _____
2) Supply an organizational chart of the controlling corporation named above
3) Controlling corporation MUST be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: 10/1/2021 Ending Date: 12/31/2021

Is this a Non Profit Corporation?

☐YES ☒NO

If yes, provide the Federal ID #._____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

27TH STREET BRO'S LLC

Wed Sep 15 14:46:24 2021

SOS Account Number
2109274088
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
CHAD L LEELING
914 W OVERLAND
SCOTTSBLUFF, NE 69361
Designated Office Address
2621 5TH AVE., STE. 6
SCOTTSBLUFF, NE 69361

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Sep 14 2021

Next Report Due Date
Jan 01 2023

Filed Documents

Filed documents for 27TH STREET BRO'S LLC 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 14 2021	$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

NE Sec of State - Robert B. Evnen
Filing Document #: 9000698915 Pages: 1
Corporation Name: 27TH STREET BRO'S LLC
Filing Date and Time: 09/14/2021 04:47 PM

STATE *of* NEBRASKA
LIMITED LIABILITY COMPANY
CERTIFICATE *of* ORGANIZATION

27th Street Bro's LLC

FIRST: The name of the limited liability company is 27th Street Bro's LLC

SECOND: The street and mailing address of its designated office in the state of Nebraska is 2621 5th Ave., Ste. 6, Scottsbluff, NE 69361.

THIRD: The street and mailing address of its agent for service of process in the state of Nebraska is 914 W Overland. Scottsbluff, NE 69361. The name of its agent for service of process is Chad Lee Leeling.

FOURTH: The personal liability of the members and managers of the company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Nebraska law. The company is authorized to indemnify its members and managers to the fullest extent permissible under Nebraska law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on the date below.

Date: September 8, 2021

LegalZoom.com, Inc., Organizer
By: Cheyenne Moseley, Assistant Secretary

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer,** corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert not required

BARCODE

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: 27th St Bro's LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Brothers 27th St Wing and Burgers

Premise Street Address: 2621 5th Ave

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-225-3433

Premise Email address: Chad.Leeling@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Leeling First Name: Chad MI:

Home Address: 914 W Overland

City: Scottsbluff County: Scottsbluff Zip Code: 69361 + 7111

Home Phone Number: 308-225-3433

Driver's License Number & State: [redacted] NE

Social Security Number: [redacted]

Date Of Birth: [redacted] Place Of Birth: Scottsbluff

Email address: Chad.Leeling@yahoo.com

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

☐ YES ☒ NO

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number:

Driver's License Number & State:

Date Of Birth: Place Of Birth:

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

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2011	Current			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
9/2015	Current	Shots Bar & Grill	Chad Leeling	308-575-1000
3/2010	1/2015	Menards	Kurt Tinkle	308-630-0054

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Chad Leeling	11/2018	Bridgeport, NE	Speeding	80 in 65
	2014	NE	Proof Insurance	
	2005	Co	Child Abuse	dismissed
	March 2021	NE	Speeding	
	11/2018	NE	NO Insurance	dismissed

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

☐YES ☒NO

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

_____

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

☒YES ☐NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad Leely	1-2016	Responsible Beverage Server
Eugene Brown	1-2016	" " "

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒YES ☐NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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

Signature of Manager Applicant _____ Signature of Spouse _____

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff The foregoing instrument was acknowledged before me this

August 19th 2021 by Chad Leeling
date NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

Affix Seal

State of Nebraska – General Notary
ANNE N. DEMARAINVILLE
My Commission Expires
August 6, 2023

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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

Office Use only

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;**
  It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
  Or a check made payable to NSP can be mailed directly to the following address:
  *****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

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

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

Trade Name Brothers 3772 St wings and Burgers

Name of Person Being Fingerprinted: Chad Leeling

Date of Birth: [redacted] Last 4 SSN: [redacted]

Date fingerprints were taken: 8-27-21

Location where fingerprints were taken: Scottsbluff

How was payment made to NSP?

☒NSP PAYPORT ☐CASH ☐CHECK SENT TO NSP CK # _____

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

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

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

Office Use only
RECEIVED
SEP 01 2021
NEBRASKA LIQUOR CONTROL COMMISSION
Do not stamp any of the following pages

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **$45.25 per person MUST** be made **DIRECTLY** to the Nebraska State Patrol;
  It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
  Or a check made payable to **NSP** can be mailed directly to the following address:
  Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

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

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

Trade Name Brothers 22nd St. Wings and Burgers

Name of Person Being Fingerprinted: Eugene D Brown Jr.

Date of Birth: [redacted] Last 4 SSN: 5199

Date fingerprints were taken: 8/27/2021

Location where fingerprints were taken: Scottsbluff State Patrol

How was payment made to NSP?

☒NSP PAYPORT ☐CASH ☐CHECK SENT TO NSP CK # _____

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

E D Br

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

Back to Lookup / Registrant Detail

Chad Lee Leeling

Political Party
Nonpartisan

Precinct
Scottsbluff 6

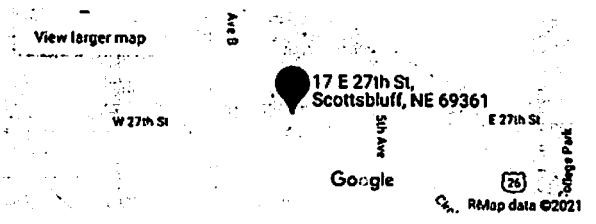
Election Details

11/03/2020 2020 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Calvary Lutheran Church
17 E 27th St Scottsbluff, NE 69361



Early Voting Sites

County Admin. Bldg.
1825 10th St, Gering, Ne, NE 69341

Ballot Styles

0026

Districts

Show

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Certificate of Training
Responsible Beverage Alcohol Server

THIS CERTIFICATE IS AWARDED TO

EUGENE BROWN

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS TO BE A CERTIFIED ALCOHOL SERVER IN NEBRASKA

INSTRUCTED BY THE NEBRASKA STATE PATROL

Prodigious Inc #405
INSTRUCTOR NAME

TEST SCORE
108%

TRAINING DATE JANUARY 12, 2018

VALID FOR THREE YEARS FROM DATE OF TRAINING

NLCC # C-118404

Certificate of Training
Responsible Beverage Alcohol Server

THIS CERTIFICATE IS AWARDED TO

CHAD LELING

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS TO BE A CERTIFIED ALCOHOL SERVER IN NEBRASKA

INSTRUCTED BY THE NEBRASKA STATE PATROL

Investigator Tom Otto #695

INSTRUCTOR NAME

TRAINING DATE JANUARY 12, 2016

TEST SCORE

100%

NLCC# C-115404

VALID FOR THREE YEARS FROM DATE OF TRAINING

Nebraska Liquor Control Commission
301 Centennial Mall South
PO Box 95046
Lincoln, NE 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814

Brother's 27th St Wings and Burgers
Chad Leeling
Phone (308) 225-3433
Email: chad.leeling@yahoo.com

August 31st, 2021

Nebraska Liquor Control Commission
301 Centennial Mall South
PO Box 95046
Lincoln, NE 68509-5046

I would like to present the official proposed business plan, signifying my company's intent with requesting a liquor license from the Nebraska Liquor Control Commission.

Brother's 27th St Wings and Burgers is currently establishing a restaurant at 2621 5th Ave, Suite 6 in Scottsbluff, NE with the sole intention of providing the community with a family friendly dining experience. This dining experience would be comprised mostly of American fair, specializing in burgers and wings, with a full lunch and dinner menu. The working title for the restaurant is currently Brother's 27th Street Wings and Burgers.

Partner's, Chad Leeling and Eugene Brown have signed a lease agreement with Buyer's Reality in Scottsbluff Nebraska at the above-mentioned location. The intent to open a family-oriented restaurant to give back to the community as well as procure and maintain a liquor license at this location.

Currently Partner's Chad and Eugene run and operate a full bar called Shot's Bar and Grill in Scottsbluff Nebraska. They are looking to expand at this new location into more of a dining experience offering a full food and alcohol menu.

Thank you very much and I hope to hear from you soon.

Sincerely,

Chad Leeling

Owner/Operator

Brother's 27th St. Wings and Burgers

Roberts, Rebecca

From: NE LIQUOR CONTROL COMM <lcc.scan@nebraska.gov>
Sent: Tuesday, August 31, 2021 5:57 PM
To: LCC Front Desk
Subject: Attached Image
Attachments: Fax Forward_001.pdf

FROM=308 632 0135
TO=402 471 2814
DATE=08/31/2021
TIME=17:43:12
TIMEZONE=-06:00
FCODE=
RJOBNUM=9665

FAX

TO: Nebraska Liquor Control Commission	FROM: Chad Leeling
FAX: 402-471-2571	FAX:
PHONE: 402-471-2571	PHONE: 308-225-3433
SUBJECT: Liquor License Request	DATE: 8/31/2021

COMMENTS:

EAP
9-1-23

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (the "Lease") is made and entered into by and between Soleiman Brothers, LLC, a California limited liability company ("Landlord"), and Brothers 27, LLC. ("Tenant"), as of this 1st day of September 2021.

Landlord and Tenant specifically agree as follows:

WITNESSETH:

ARTICLE I – FUNDAMENTAL LEASE PROVISIONS

Each of the following subparagraphs are individually referred to in this Lease as a "Fundamental Lease Provision" and are contained in this section for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provisions. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, such other provision shall govern.

(a) Landlord: Soleiman Brothers, LLC

(b) Landlord's Address for Notices and Rent Payments: Buyer's Realty, Inc. 818 Avenue B, Ste 2, Scottsbluff, NE 69361

(c) Tenant: 27 Brothers, LLC.

(d) Tenant's Address for Notices: _____

(e) Tenant's Trade Name: _____

(f) Address of Premises: 2621 5th Avenue, Suite _____
Scottsbluff, Nebraska

(g) Shopping Center Development: SCOTTSBLUFF APPLE CENTER
2621 5th Avenue
Scottsbluff, Nebraska 69361

(h) Approximate Number of Square Feet in Premises: 6200

(i) Lease Term: 2 Years

(j) Minimum Rent: Free rent from September 1st 2021 to November 30, 2021.

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DocuSign Envelope ID: 6CF4BC38-F91F-48A7-B2CD-C11B5D61B102

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DocuSign Envelope ID: 6CF4BC38-F91F-48A7-B2CD-C11B5D61B102

SCOTTSBLUFF APPLE CENTER

SHOPPING CENTER LEASE

SOLEIMAN BROTHERS, LLC, a California limited liability company
Landlord

and

Brothers 27, LLC
Tenant

$4000.00 from 12/01/2021 to 08/31/2022
$4,500.00 from 09/01/2022 to 08/31/2023

(k)	Percentage of Gross Sales for Percentage Rent:	N/A
(l)	Initial Monthly Common Areas Charge:	$2.25/sf/yr (first 12 months) adj to actual starting in year 3
(m)	Initial Monthly Insurance Contribution:	$ included in CAM charge above
(n)	Initial Monthly Tax Contribution:	$ included in CAM charge above
(o)	Permitted Use of Premises:	
(p)	Security Deposit:	$4,000.00
(q)	Commencement Date of Lease Term:	09/01/2021
(r)	Tenant Fraction:	29%
(s)	Gross Leasable Area of Shopping Center:	21,415

ARTICLE II – PREMISES.

Section 2.01. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises set forth as a Fundamental Lease Provision in Article I, subparagraph (f) and which premises are situated in the location outlined on the shopping center site plan attached to this Lease as Exhibit A. Such premises, which are referred to in this Lease as the "Premises", are a portion of the shopping center development whose name is set forth as a Fundamental Lease Provision in Article I, subparagraph (g); such shopping center development is referred to in this Lease as the "Shopping Center". The Premises contain the approximate number of square feet of floor space which is set forth as a Fundamental Lease Provision in Article I, subparagraph (h).

Section 2.02. Square Footage of Premises and Gross Leasable Area of Shopping Center. The square footage of the Premises shall mean the amount set forth as a Fundamental Lease Provision in Article I, subparagraph (h) and the Gross Leasable Area of the Shopping Center shall mean the amount as set forth as a Fundamental Lease Provision in Article I, subparagraph (s). During the Term and after alterations or changes to the Premises or Shopping Center, Landlord shall have the right to redetermine the square footage of the Premises and the Gross Leasable Area of the Shopping Center and/or Tenant's Fraction.

ARTICLE III - LANDLORD'S WORK AND OTHER CONSTRUCTION.

Tenant acknowledges that, except as expressly provided in Exhibit B to this Lease, Landlord has made and by this Lease makes no representations or agreements as to either (a) the remodeling, equipping, alteration, or improvement of the Premises as they now exist, (b) the construction of any improvements in the Shopping Center other than such improvements as presently are in existence therein, or (c) the specific or number of tenants of any buildings now existing or hereafter constructed in the Shopping Center. Landlord reserves the right from time to time in its sole and absolute discretion to effect such other tenancies in the Shopping Center as Landlord may determine to be in the best interests of the Shopping Center. Landlord also reserves the right from time to time in its sole and absolute discretion to construct other buildings and improvements in the Shopping Center which may but need not adjoin the building in which the Premises are located, together with such additional parking areas (if needed in Landlord's reasonable judgment) as will be sufficient to serve the Shopping Center as then constituted, and to modify the Common Areas as they may exist from time to time.

ARTICLE IV - TERM.

Section 4.01. Term. The Lease Term shall be as set forth as a Fundamental Lease Provision in Article I, subparagraph (i), unless sooner terminated pursuant to the provisions of this Lease. The commencement date of the Lease Term (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, then notwithstanding any other provision of this Lease all of Tenant's obligations under this Lease,

other than the payment of Minimum Rent, Common Area Charges, Insurance Contribution and Tax Contribution, shall commence on the date on which Landlord delivers possession of the Premises to Tenant. Landlord shall give Tenant at least thirty (30) days written notice prior to delivering the Premises to Tenant.

Section 4.02. Lease Year Defined. The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement Date, if the Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the calendar month next following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first lease year.

ARTICLE V - MINIMUM RENT.

Section 5.01 Minimum Rent. For each Lease Year during the term of this Lease, and on a pro rata basis for any partial Lease Year, Tenant shall pay to Landlord a guaranteed minimum rent in the amount set forth as a Fundamental Lease Provision in Article I, subparagraph (j) (the "Minimum Rent"). The Minimum Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the Lease Term. The monthly installment of Minimum Rent for any period during the Lease Term prior to the commencement of the first Lease Year and for any other period of less than a calendar month shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the commencement of the period for which it is due.

Section 5.02 Additional Rent. The Tenant shall pay, as additional rent, any money required to be paid pursuant to Sections 7.02, 16.02, and 26.02, and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

ARTICLE VI - PERCENTAGE RENT.

Section 6.01 Percentage Rent. Intentionally omitted

Section 6.02 Definition of Gross Sales. Intentionally omitted

Section 6.03 Tenant's Records. Intentionally omitted

Section6.04 Tenant's Reports. Intentionally omitted

Section 6.05 Audit. Intentionally omitted

ARTICLE VII - COMMON AREAS.

Section 7.01 Definition of Common Areas. In addition to the occupancy of the Premises, Tenant and Tenant's employees, agents, customers, and invitees also shall have the right to the non-exclusive use of automobile parking areas, access roads, driveways, sidewalks, lobbies and stairwells which may be located from time to time in the Shopping Center. Such parking areas, access roads, driveways, sidewalks, lobbies and stairwells collectively are referred to in this Lease as the "Common Areas". Such use of the Common Areas at all times shall be subject to such reasonable rules and regulations as Landlord from time to time may establish, and Tenant shall abide by all such rules and regulations established by Landlord. Landlord shall have the right in its sole and absolute discretion, without the consent or approval of Tenant, at any time and from time to time (i) to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; (ii) to close temporarily or permanently any or all portions of the Common Areas; (iii) to change the dimensions, configurations, and locations of the Common Areas as shown on the Shopping Center site plan attached hereto as Exhibit "A", as well as the location, dimensions, configurations, identity, and type of any buildings shown thereon, to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center, and to eliminate buildings from the Shopping Center; (iv) to operate for its own account various income-producing facilities in the Common Areas; (v) to erect such promotional and other displays within the Common Areas as Landlord may deem desirable; (vi) to do and perform such other acts in and to the Common Areas as Landlord shall determine to be necessary or appropriate. No exercise by Landlord of any rights herein reserved shall be deemed to be a constructive or actual eviction of Tenant or entitle Tenant to any compensation or damages from Landlord for any injury, inconvenience, or loss of business or to the abatement of any Minimum Rent or Percentage Rent. Nothing contained in this section shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles while located on the Common Areas. Tenant shall not use any portion of the Common Areas for the conduct of its business or for the solicitation of business without the prior written consent of Landlord. Tenant shall require its employees to park their motor vehicles only in such areas as Landlord may designate from time to time for such purpose.

Section 7.02 Common Areas Operation. Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance; provided, that Tenant at its expense shall keep the Common Areas free of litter, trash, and debris generated by or resulting from the operation of Tenant's business in and about the Premises; and provided further, that Tenant at its expense shall keep the sidewalks adjacent to the Premises free of ice, snow, debris, and temporary or moveable obstructions.

Section 7.03 Tenant's Common Area Charge. Tenant shall pay to Landlord for each calendar year during the term of this Lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Common Areas Charge (as defined in the following

sentence). For purposes of this Lease, Tenant's Common Areas Charge for a calendar year shall be the Tenant Fraction of the costs paid, incurred, or accrued by Landlord for operating and maintaining the Common Areas during such calendar year. For purposes of this Lease, the phrase "Tenant Fraction" shall mean the fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12th) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. After the end of each calendar year, Landlord shall deliver a statement setting forth Tenant's actual Common Areas Charge for such calendar year. Within thirty (30) days after receipt of such statement, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. Unless Tenant shall take written exception to any item in any such statement within such thirty (30) day period, such statement shall be considered as final and accepted by Tenant. No such exception shall extend the time within which Tenant is obligated to pay the amounts shown in Landlord's statement and any amount not paid within such thirty (30) day period shall be subject to interest and expenses pursuant to Article XXI. If Tenant shall occupy the Premises only during part of a calendar year, then Tenant's Common Area Charge for such partial calendar year shall be prorated for such partial calendar year, unless Tenant is otherwise obligated under this Lease in respect of all of such calendar year.

Section 7.04 Definition of Common Area Costs. For purposes of this Lease, the costs of operating and maintaining the Common Areas shall include, but not be limited to, any commercially reasonable Shopping Center management fees, the costs of lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas, water, cleaning, painting, sealing, staining and exterior maintenance of all buildings and facias, and awnings, trash removal, snow removal, pollution control, line repainting, landscape maintenance, sewer charges, wages, payroll taxes, worker's compensation insurance, parking lot liability insurance, licenses and permit fees, policing and security services, fire protection, traffic direction, repairs, replacements, depreciation and maintenance on equipment, maintenance supplies, personal property taxes, cost of advertising and other promotional activities, other everyday maintenance expenses, reserves for future maintenance and repair work and replacement of capital improvements (which Tenant hereby authorizes Landlord to make as necessary), the costs of alterations and improvements made by Landlord to comply with applicable laws and regulations of governmental authorities, now existing or hereafter enacted, any costs incurred by Landlord in connection with seeking any reduction in the costs of operating and maintaining the Common Areas, any costs incurred by Landlord in connection with seeking any reduction in the costs of taxes, utilities or other charges levied, assessed, or imposed in connection with the Shopping Center, including, the cost of any third party tax or utility service.

Section 7.05 No Warranty by Landlord. No representation, guaranty or warranty is made or assurance given that any communications or security systems, devices or procedures of the Common Areas will be effective to prevent injury to tenant or any other person or damage to or loss (by theft or otherwise) of any tenant's property or of the property of any other person, and

Landlord reserves the right to discontinue or modify at any time such communications or security systems or procedures without liability to Tenant.

ARTICLE VIII USE.

Section 8.01 Permitted Use. Tenant may use the Premises only for the permitted use set forth as a Fundamental Lease Provision in Article I, subparagraph (p) and for no other purpose. Tenant agrees at all times to conduct its business in the Premises in a dignified, ethical, responsible, and reputable manner consistent with the highest standards of service and merchandising and at all times to comply with all laws, ordinances, and governmental regulations (whether now existing or hereafter enacted or adopted) affecting the Premises and its cleanliness, safety, occupancy, and use.

Section 8.02 Compliance With Laws. Tenant at its own expense shall comply with and shall make all modifications or accommodations to the Premises required by the Americans with Disability Act or any similar state or local handicap discrimination law. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, losses, damages, and expenses (including attorneys' fees) arising out of or resulting from Tenant's failure to make any such modifications or accommodations and Tenant's failure to comply with all applicable laws, ordinances, rules, and regulations, including but not limited to the Americans with Disabilities Act or any similar state or local handicap discrimination law. Without limiting the foregoing, Tenant shall not use or occupy the Premises unless and until a Certificate of Occupancy permitting Tenant's use and occupancy has been issued by the appropriate governmental authority and remains in effect, any and all conditions and requirements of the Certificate of Occupancy have been complied with, and Landlord has received a copy of the Certificate of Occupancy and evidence of such compliance. Tenant shall prohibit its customers from loitering or congregating in the Premises or the Common Areas and from becoming a nuisance or otherwise disturbing the other tenants of the Shopping Center and their respective customers, employees, and invitees. Tenant agrees not to do or omit to do anything which will cause an increase in the premiums for the casualty insurance which Landlord maintains on the Shopping Center over and above the premiums which otherwise would be in effect for such insurance or which would cause the cancellation of any such insurance. Tenant shall pay Landlord on demand any increase in the insurance premiums on the Shopping Center on account of any extra risk caused by Tenant's use of the Premises.

Section 8.03. No Nuisance or Waste. Tenant agrees that it shall conduct its business in a dignified and ethical manner consistent with the highest standard of service and merchandising, and not in a disreputable or immoral manner or in violation of any state or local laws. This shall include, but not be limited to the following: 1) adult supervision shall be in evidence within the premises during all business hours. 2) Tenant shall prohibit loitering of its customers within the premises or within the common areas of the shopping center. 3) Noise associated with the operation of the business, including recorded music, shall be kept at an acceptable level so as not to interfere with the "quiet enjoyment" of other Tenants in the shopping center. Landlord shall notify Tenant, in writing, of any violation in connection with this section. The determination of said violation shall be at the sole discretion of the Landlord. If Tenant shall not have cured said

condition within ten (10) days after being notified by Landlord, Landlord may terminate this Lease and take possession of the premises without waiving any rights which it may have at law or in equity.

ARTICLE IX OPERATION OF BUSINESS.

Tenant shall (a) conduct its business in the entire Premises; (b) keep its signs, if any, well lighted during all business hours; (c) keep the Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (d) neither solicit business nor distribute advertising matter in the Common Areas without the consent of Landlord; (e) not place any excessive weight upon the floor of the Premises; (f) use the name and insignia or other identifying mark of the Shopping Center (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Shopping Center in each instance of audio advertising; (g) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; (h) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in the Shopping Center and shall install a ventilation system in the Premises which is sufficient to ensure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center and (i) not operate or permit gambling or wagering of any kind within the premises or the shopping center. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupants of the Shopping Center. If Tenant's trade name is set forth as a Fundamental Lease Provision in Article I, subparagraph (e), then Tenant shall not conduct its business in the Premises under any other trade name without first obtaining Landlord's written consent to such change of trade name.

ARTICLE X – LANDLORD'S COVENANTS.

Landlord covenants that it is the owner or ground lessee of the Shopping Center and that Landlord has full power and authority to make this Lease with Tenant. Landlord further covenants that Tenant, upon the complete and timely payment of all rent and performance of all of Tenant's other obligations under this Lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the term of this Lease or until this Lease is sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

ARTICLE XI – LIENS.

Tenant shall have no authority to cause or permit a mechanic's, construction, or other lien to arise or be perfected with respect to the Premises or any part thereof; and Tenant shall so advise any contractor performing any work or providing any materials for Tenant in or with respect to the

Premises. If any mechanic's, construction, or other lien is filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be canceled and discharged of record by bond or otherwise within ten (10) days after written request by Landlord.

ARTICLE XII – MAINTENANCE AND REPAIRS.

Except as otherwise provided in this Lease, Landlord at its expense shall keep and maintain the foundation, roof, and structural portions of the walls of the Premises, and the main utility connections serving the Premises, in good condition and repair at all times during the term of this Lease, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Tenant shall be responsible for and shall at its expense repair any damage to the roof of the Premises resulting from any penetration of the roof of the Premises made by Tenant or its agents or contractors for the purpose of installing vents, exhaust fans, or similar devices serving the Premises or for any other purpose. Tenant at its expense shall repair any damage to any portion of the Premises caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Except for those items for which Landlord is responsible pursuant to the first sentence of this section, Tenant at its expense shall keep and maintain the Premises in good condition and repair at all times during the term of this Lease in such manner as Landlord and any insurer of the Premises reasonably may require and also as may be required to comply with all applicable laws, ordinances, rules, and regulations, now existing or hereafter enacted, of any federal, state, or local governmental agency or subdivision having jurisdiction over the Premises. Tenant's responsibilities under this section shall include but are not limited to all plate glass windows and doors in the Premises, the store front or fronts of the Premises, and the fixtures and equipment serving or constituting a part of the Premises (including but not limited to the lighting, heating, air conditioning, ventilating, plumbing, electrical, sewer, and other mechanical systems and equipment serving the Premises). Tenant shall, at its expense, maintain a maintenance contract with a reputable heating and air conditioning service company which provides a minimum of four (4) regular maintenance calls per year. Tenant, at its expense, shall promptly make any and all repairs and replacements to the Premises and to the fixtures and equipment serving or constituting a part thereof which may be required to comply with the obligations of Tenant under this section, in each case in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises and the fixtures and equipment constituting a part thereof (excluding Tenant's trade fixtures) to Landlord in good condition and repair, reasonable wear and tear excepted. Notwithstanding the foregoing provisions of this section, Landlord and Tenant agree that this section shall not be applicable to any damage to or destruction of the Premises falling within the scope of Article XVII (dealing with insured and uninsured casualties) or Article XXIX (dealing with eminent domain), which damage or destruction shall be governed by the provisions of such other sections.

ARTICLE XIII –SIGNS AND TRADE FIXTURES.

Tenant may install upon the exterior of the Premises and remove therefrom, at Tenant's expense, signs relating solely to Tenant's business in the Premises which comply all applicable laws, ordinances, and governmental regulations and which will cause no damage to the Premises; provided, that if any of such signs are other than the uniform signs prescribed by Landlord, Tenant first shall submit to Landlord plans for such signs showing all details (to scale) and colors thereof and shall obtain Landlord's prior written approval of such signs. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant may install in the Premises and remove therefrom such trade fixtures as Tenant may deem necessary or appropriate to its business operations. Any damage to the Premises which may be caused by the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at its expense forthwith upon the removal of any of such signs or trade fixtures. Tenant shall be responsible for the cleaning of, repair or replacement of, and maintenance of all signs erected or installed on or in the Premises.

ARTICLE XIV –ALTERATIONS BY TENANT.

Tenant shall not make or suffer to be made any future alterations, additions or improvements (collectively "Alterations") in, on or to the Premises or any part thereof without the prior written consent of Landlord, which consent will not be unreasonably withheld; provided, however, Landlord may withhold its consent in its sole discretion if any proposed Alterations may adversely affect the structure or safety of the Building, the electrical, plumbing, HVAC, mechanical or life safety systems of the Building. If Landlord consents to the making of any Alterations, the same shall be made by Tenant at Tenant's sole cost and expense or, if Landlord and Tenant so agree, by Landlord at Tenant's sole cost and expense. Tenant's initial improvements and any subsequent Alterations shall be the property of Tenant.

ARTICLE XV –INDEMNIFICATION.

Section 15.01. Waiver of Liability. Neither Landlord nor any of the Parties (as hereinafter defined) or mortgagee of any Mortgage (collectively the "Indemnitees") shall be liable or responsible in any way for, and Tenant hereby waives all claims against the Indemnitees with respect to or arising out of any death or any injury of any nature whatsoever that may be suffered or sustained by Tenant or any employee, licensee, invitee, guest, agent or customer of Tenant or any other person, from any causes whatsoever, or for any loss or damage or injury to any property outside or within the Premises belonging to Tenant or its employees, agents, customers, licensees, invitees, guests or any other person other than by reason of the gross negligence or willful misconduct of the Indemnitees, their employees or agents. Without limiting the generality of the foregoing, none of the Indemnitees shall be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, by sprinkler, drainage or plumbing systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, snow, ice, gas, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by

natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance or alteration of any part of the Building, or by anything done or omitted to be done by any tenant, occupant or person in the Building. Neither Landlord's Agent nor any partners comprising Landlord, nor any shareholders, directors or officers of Landlord or Landlord's Agent (collectively the "Parties") shall be liable for the performance of Landlord's obligations under this Lease. Tenant shall look solely to Landlord to enforce Landlord's obligations hereunder and shall not seek any damages against any of the Parties. The liability of Landlord for Landlord's obligations under this Lease shall not exceed and shall be limited to Landlord's interest in the Building and Tenant shall not look to the property or assets of any of the Parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations.

Section 15.02. Indemnification. Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission, or negligence of Tenant or Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be or alleged to be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, then Tenant shall hold Landlord harmless from such litigation and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation, together with any judgments rendered against Landlord.

ARTICLE XVI –INSURANCE

Section 16.01 Insurance by Landlord. Landlord agrees at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant to maintain and keep in force with respect to the Shopping Center (i) property insurance against physical loss or damage, (ii) commercial general liability insurance, and (iii) insurance against loss of rents, all with amounts of coverage and other terms as Landlord shall reasonably determine.

Section 16.02 Tenant's Insurance Contribution. Tenant shall pay to Landlord for each calendar year during the term of this Lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Insurance Contribution (as defined in the following sentence). For purposes of this Lease, Tenant's "Insurance Contribution" for a calendar year shall be the Tenant Fraction of the premiums and other charges for insurance, cost of insurance deductibles and charges, and such other insurance coverage in such amounts as Landlord, in its sole discretion, shall elect to maintain. If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based; and in such event the denominator of the Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount

equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for the current calendar year as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar Year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's Insurance Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than a full calendar year, unless Tenant is otherwise obligated under this Lease in respect of all of such calendar year.

Section 16.03 Tenant's Insurance. Tenant, at its expense, at all times during the Lease Term and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises commercial general public liability insurance in form customarily written for the protection of owners, landlords, tenants, tenants' agents, patrons, employees, invitees and contractors or anyone else for whom Tenant is responsible, with Tenant as named insured and Landlord and Landlord's agent are named as additional insureds, which insurance shall provide coverage of not less than $1,000,000 for each occurrence of bodily injury or property damage. Tenant also shall carry such personal injury and special liability insurance coverages, including but not limited to premises-operations, products and professional liability coverages as may be customary or appropriate with respect to Tenant's business or as Landlord reasonably may require and shall include Landlord as an additional insured thereunder. Tenant understands and acknowledges that the insurance which this section requires Landlord to obtain and keep in force will not cover any of Tenant's property, including but not limited to any leasehold improvements completed by Tenant within the Premises. Tenant agrees, at its expense, during the term of this Lease and other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs, and other personal property in the Premises full replacement value fire and broad form extended coverage insurance. Landlord shall be included as an additional insured under the policies providing such insurance with respect to Tenant's leasehold improvements, and Tenant shall furnish Landlord with an appropriate certificate evidencing that all such insurance is in force and that Landlord is an additional insured thereunder as to such leasehold improvements. All policies of insurance required to be carried by Tenant hereunder shall provide that they may not be canceled without at least thirty (30) days prior written notice to Landlord. Prior to Tenant's taking possession of the Premises and continually throughout the term of this Lease, Tenant shall furnish to Landlord appropriate certificates evidencing that such insurance is in force and that Landlord is named as an insured thereunder; and Tenant shall pay to Landlord, on demand, a late charge of one hundred dollars ($100.00) if any such certificate is not delivered to Landlord within thirty (30) days after Landlord has made a written request to Tenant for such certificate.

ARTICLE XVII –DAMAGE OR DESTRUCTION

Section 17.01 Damage by Insured Casualty. If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty covered by the insurance required to be maintained by Landlord pursuant to the second sentence of Section 16.01, then Landlord forthwith shall proceed to repair and restore the Premises to at least the condition the Premises

were in immediately prior to such damage or destruction; provided, that Landlord's work shall not include the repair or restoration of any improvements or other work done by Tenant in or about the Premises. If the Shopping Center is more than 25% damaged or destroyed by fire or any other casualty covered by such insurance, then Landlord shall have the option either to cancel this Lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Shopping Center to at least the condition it was in immediately prior to such damage or destruction, in which latter event this Lease shall continue in full force and effect; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises or the Shopping Center, as the case may be, pursuant to this section, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty.

Section 17.02 Damage by Uninsured Casualty. If the Shopping Center shall suffer damage in an amount less than $50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to Section 16.01, then Landlord forthwith shall repair and restore the Shopping Center to at least the condition that it was in immediately prior to such damage. If the Shopping Center shall suffer damage in excess of $50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to Section 16.01, then Landlord at its option either (a) may repair and restore the Shopping Center to good condition so as to be fit for occupancy within a reasonable time after the occurrence of such damage or (b) within sixty (60) days after the occurrence of such damage may terminate this Lease by giving Tenant notice in writing of such termination. If Landlord exercises its option to repair and restore the Shopping Center pursuant to this section, then it shall give Tenant written notice of the exercise of such option within sixty (60) days after the occurrence of such damage and then shall proceed with reasonable diligence to make such repairs and restoration; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. In such latter event, Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged by such casualty. If the uninsured damage referred to in this section is caused by the act or omission of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees, then notwithstanding any other provision of this section Tenant at its expense forthwith shall repair such damage.

Section 17.03 Abatement of Rent. In the event of any damage to or destruction of the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises, then the Minimum Rent, Common Area Charges, Insurance Contribution and Tax Contribution, or a proportionate part thereof based upon that portion of the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord in accordance with Sections 17.01 and 17.02, as the case may be. Nothing in this section shall be construed to abate the Percentage Rent or any additional rent payable by Tenant under this Lease, but the computation of the Percentage Rent shall be based upon the reduced Minimum Rent to the extent that the Minimum Rent is abated pursuant to the preceding sentence.

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ARTICLE XVIII – ASSIGNMENT AND SUBLETTING

Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, that if Landlord gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the Lease Term. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease or any interest herein. For purposes of this section, a change in control of Tenant shall be deemed to be an assignment of this Lease requiring Landlord's prior written consent. If Landlord consents to an assignment of this Lease by Tenant, then such consent shall apply only to the remainder of the then current Lease Term and not to any subsequent periods as to which Tenant has an unexercised option to extend the term of this Lease; and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord. Landlord shall have the absolute right, exercisable in its sole discretion for any reason, to withhold any consent which may be required under this section. In the event Tenant requests Landlord's consent to a sublease or assignment hereunder, Tenant shall pay Landlord a non-refundable fee of $300.00, in advance, to cover Landlord's expenses incurred in connection with reviewing and processing such request.

ARTICLE XIX – ENTRY BY LANDLORD

Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions, or alterations thereto, or for any other lawful purpose; provided, that such entry shall not unreasonably interfere with the conduct of Tenant's business. For a period commencing six (6) months prior to the expiration of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

ARTICLE XX – UTILITIES

Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Lease Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the Lease Term. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. If Landlord provides any of such utility services to

Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefore from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

ARTICLE XXI - DEFAULT

Section 21.01 Default. If Tenant defaults in the payment of any rent or other sums of money when due hereunder (a "Monetary Default"), vacates or abandons the Premises or fails to perform or comply with any other term or condition of this Lease (a "Non-Monetary Default"), and if such Monetary Default shall continue for a period of five (5) days after written notice thereof has been given by Landlord to Tenant, or if such Non-Monetary Default shall continue for a period of thirty (30) days after written notice thereof has been given by Landlord to Tenant, then Tenant shall be in default under this Lease and Landlord, at its option, may re-enter and repossess the Premises, with or without process of law, and, at its option, may declare this Lease terminated and the term of this Lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession; provided, however, if a Non-Monetary Default is not reasonably capable of cure within thirty (30) days, then Tenant shall not be in default if Tenant commences to cure the default within thirty (30) days and uses commercially reasonable efforts to promptly cure the default. As security for payment of all rent and other amounts payable by Tenant and performance of all other obligations to be preformed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in all of Tenant's property presently or hereafter situated in the Premises and all proceeds therefrom of such property. The provisions of this section shall constitute a security agreement under the Uniform Commercial Code, as amended from time to time, and, without limiting the effectiveness of this section, Tenant shall execute such financing statement(s) as Landlord may request. Notwithstanding such re-entry and repossession by Landlord and the holding of such fixtures, equipment, inventory, and other personal property, and whether or not Landlord exercises its option to terminate this Lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this Lease and for the performance of Tenant's other obligations under this Lease for the remainder of the term of this Lease (determined as if Landlord had not terminated this Lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this Lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such reletting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses (including but not limited to legal expenses, brokerage commissions, and the costs of altering the Premises so as to render the Premises suitable for reletting) incurred in preparing for and accomplishing such reletting. Tenant further agrees to pay, in addition to the rent and other sums payable under this Lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rent or other sums payable by

Tenant under this Lease. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this Lease and Landlord's acceptance of such surrender shall not effect a termination of this Lease or release Tenant from any of its obligations under this Lease for the remainder of the term of this Lease. To the extent allowed by law, Tenant hereby waives any and all right to a trial by jury in any suit or suits brought to enforce any provisions of this Lease or arising out of or concerning any provisions of this Lease.

Section 21.02 Cumulative Rights. The rights, options, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority, or remedy allowed or provided at law or in equity.

Section 21.03 Bankruptcy. In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies which are available to a landlord under such statutes in such an event. Such event also shall constitute a default under this Lease, and Landlord thereupon may exercise all of its rights and remedies under Article XXI unless prohibited from doing so by such statutes.

Section 21.04 Manner and Place of Rent Payments. All payments of rent and any other sums payable by Tenant to Landlord under this Lease shall be made by Tenant to Landlord without demand, deduction, or set-off at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) or at such other place as Landlord from time to time may designate in writing.

Section 21.05 Delinquent Payments. Should Tenant fail to pay Landlord the Minimum Rent or additional rental due under this Lease by the 10th day of each calendar month, Tenant shall pay as a late charge fee the amount equal to ten percent (10%) of the amount which is due and payable to Landlord. Acceptance of such late charges by Landlord, shall in no event constitute a waiver of Tenant's default with respect to such over due amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If Landlord engages an attorney or collection agency to collect any delinquent payment from Tenant or to enforce the performance by Tenant of any other obligation of Tenant which is delinquent under this Lease, then Tenant also shall be liable for and shall pay to Landlord, on demand, an amount equal to the attorney fees, court costs, and other collection expenses incurred by Landlord with respect to the collection of such delinquent payment or the enforcement of such delinquent performance, whether or not suit is filed against Tenant for such purpose. If Tenant is late for three (3) or more consecutive months in making any of its payments of rent due under this Lease, then Landlord, in addition to Landlord's other rights and remedies under this Lease, thereafter shall have the right to require Tenant to make all rent payments under this Lease quarterly in advance rather than monthly in advance.

ARTICLE XXII - HOLDOVER

In the event that Tenant remains in possession of the Premises after the expiration or termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this Lease, but without any rights to extend the term of this Lease; provided, that the Minimum Rent payable by Tenant during any such period of holdover shall be two (2) times the sum of the Monthly Base Rent payable for the last month of the Lease Term, prorated on a daily basis for each day that Tenant remains in possession. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon one month's notice in advance.

ARTICLE XXIII - WAIVERS

One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach.

ARTICLE XXIV – WAIVER OF CLAIMS

Each party hereto hereby waives any and all claims for or rights of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for or with respect to any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid insurance policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy. Such waiver of claims and rights by Tenant also shall operate as a similar waiver in favor of the other tenants of the Shopping Center and the respective officers, agents, and employees of such other tenants.

ARTICLE XXV – NOTICES

Whenever under this Lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Tenant is in writing addressed to Tenant at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (d) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid and if such notice to Landlord is in writing addressed to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this Lease.

ARTICLE XXVI - TAXES

Section 26.01 Definition of Taxes. Landlord shall pay, prior to delinquency, the general real estate taxes and the installments of special taxes, assessments, or levies of any kind (however denominated) payable during the term of this Lease (collectively referred to in this section as the "Taxes") on the land and improvements constituting the Shopping Center.

Section 26.02 Tenant's Tax Contribution. Tenant shall pay to Landlord for each calendar year during the term of this Lease or any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Tax Contribution (as defined in the following sentence). For purposes of this Lease Tenant's "Tax Contribution" for a calendar year shall be the Tenant Fraction of the Taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this section; and in such event the denominator of the Tenant Fraction for purposes of this section shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each Lease Year, Tenant shall pay to Landlord any unpaid portion of its actual Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than a full calendar year unless Tenant is otherwise obligated under this Lease in respect of all of such calendar year. Tenant shall be responsible for and shall pay, before the same become delinquent, all federal, state, county and local taxes (other than Landlord's income taxes) levied or assessed upon: (1) any personal property and fixtures (and leasehold improvements if separately assessed) of Tenant at any time located in or about the Premises, and (2) Tenant's interest under this Lease or the rentals derived from or paid by Tenant under this Lease. Tenant shall also be responsible for and shall pay all sales, excise and other equivalent taxes (however denominated) in any way resulting from Tenant's possession or use of the Premises or payment of rent under this Lease. Tenant agrees to pay, upon receipt of an

invoice from Landlord, its pro rata share of any fees and expenses charged by Landlord's tax consultants, if any, and/or fees and expenses (including, without limitation, attorneys' fees and accountants' fees) incurred by Landlord in connection with the pursuit of any reduction, refund, or revaluation of the real estate taxes.

ARTICLE XXVII – DELAYS IN PERFORMANCE

The performance by Landlord and Tenant of any of their respective obligations or undertakings provided for in this Lease (except the payment of rent or any other sums of money payable by Tenant under this Lease) shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded, or hindered by any act of nature, weather conditions, fire, earthquake, flood, explosion, war, riot, terrorism, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, facilities, materials, or supplies in the open market, or any other cause beyond, the control of Landlord or Tenant, as the case may be.

ARTICLE XXVIII – SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

(a) Tenant's rights under this Lease are subject to and subordinate to any ground Lease, mortgage, deed of trust or other security instrument constituting a lien upon the Premises or Landlord's interest therein (a "Mortgage"), whether the same is in existence at the date hereof or is created hereafter; provided that the foreclosure of any such Mortgage created hereafter shall not terminate this Lease, disturb Tenant's possession of the Premises or deprive Tenant of any rights or increase any of its obligations under this Lease if Tenant is not then in default of its obligations hereunder. The party or parties having the benefit of the Mortgage, whether as lessor, mortgagee, beneficiary or note holder, shall be referred to herein as the "Mortgagee." Tenant agrees to send to any Mortgagee whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided in this Lease, any such Mortgagee shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that period, then any such Mortgagee shall have such additional time to cure the default as is reasonably necessary under the circumstances provided that it commences the work within that thirty (30) day period and thereafter diligently brings it to completion. Tenant's acknowledgment and agreement of subordination and its agreement to give notice as provided in this subsection and the non-disturbance protection afforded to Tenant are self-operative, and no further instrument shall be necessary to make them enforceable; provided, however, that Tenant shall execute an agreement as provided in subsection (c) below upon request.

(b) If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of Lease or otherwise, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably require.

(c) Tenant agrees, within ten (10) days after receipt of a request from Landlord or a present or future Mortgagee, to execute a subordination, non-disturbance, and attornment agreement ("SNDA") which may require that Tenant subordinate its rights under the Lease to the Mortgagee, agree to pay rents to the Mortgagee upon demand, agree to attorn to any purchaser acquiring title to the Premises by virtue of the Mortgage, and agree that such purchaser shall not be responsible for the actions of Landlord (other than such matters that constitute continuing defaults to the extent that they continue after it acquires title) or the refund of the Security Deposit, if any, unless it has actually been received by the Mortgagee; and the Mortgagee agrees that neither it nor any such purchaser will disturb Tenant's possession as long as Tenant is not in default hereunder. The SNDA may contain such other terms as the Mortgagee may reasonably require, provided that such terms do not materially deprive Tenant of any rights or increase any of its obligations under this Lease. In the event of any conflict between the terms of this section and the terms of an SNDA executed by Tenant and Landlord, the terms of the SNDA shall prevail.

ARTICLE XXIX – EMINENT DOMAIN

If the whole of the Premises or the Shopping Center or the parking area in the Shopping Center shall be taken under the power of eminent domain, then this Lease shall terminate and expire as of the date upon which possession must be surrendered to the public authority involved; the rent and any other sums payable under this Lease shall be prorated as of such date; and Landlord and Tenant shall be released from any further liability under this Lease. If more than twenty-five percent (25%) but less than all of the floor area of the Premises or of the Shopping Center shall be taken or condemned or if the parking area in the Shopping Center is reduced by more than twenty-five (25%) through condemnation or eminent domain proceedings and Landlord does not within ninety (90) days begin and thereafter complete the construction of substitute parking replacing at least the majority of the parking so taken using double decking, contiguous land, or underground areas, then either Landlord or Tenant may terminate this Lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Minimum Rent and additional rent shall be prorated as of such date of surrendering possession; and Landlord and Tenant shall be released from any further liability under this Lease. If any portion of the Premises or the Shopping Center is taken for public use and if neither party is entitled to exercise or does exercise its option to terminate this Lease as permitted above in this section, then the Minimum Rent shall be reduced as of the date upon which possession must be surrendered to the public authority involved in the proportion which the actual floor area in the Premises taken bears to the total floor area originally demised in the Premises, and after such date the Percentage Rent shall be based upon the reduced Minimum Rent; and Landlord promptly shall repair, restore, or rebuild for occupancy by Tenant the portion of the Premises not so taken. If, during the repair, restoration, or rebuilding required, the Premises are not usable in the reasonable opinion of Landlord, then Landlord and its contractors temporarily shall have possession of the Premises during the period of repair, restoration, or rebuilding; but the reduced rent provided for in this section shall not abate. All compensation and damages awarded or other sums or awards paid on account of any condemnation or taking,

whether temporary or permanent, under the power of eminent domain of the Premises, the Common Areas, or the Shopping Center, or any portion of portions thereof, shall belong to and be the sole property of Landlord whether such damages or other sums are awarded as compensation for the loss, taking, or diminution in value of any fee, leasehold, casement, or other interest in the Premises, the Common Areas, the Shopping Center, or otherwise or for the acquisition by the condemning authority of any temporary easement or other rights therein; and in no event shall Tenant have any claim whatsoever against Landlord or the condemning authority for the loss or diminution in value of its leasehold interest in the Premises or any leasehold improvements therein or for the value of any unexpired term of this Lease, Tenant hereby expressly assigning to Landlord any such right or claim; provided, however, that Tenant shall be entitled to any separate award made by the condemning authority solely for or on account of any loss or expense which Tenant may sustain or incur in removing and relocating Tenant's merchandise, trade fixtures, or equipment from the Premises or for any loss of or damage to such items of Tenant's personal property. Nothing contained in this section shall be construed to release any liability of Tenant to Landlord which arose prior to the effective date of any termination of this Lease pursuant to this section.

ARTICLE XXX – CONTINUOUS OCCUPANCY

Tenant agrees continuously throughout the term of this Lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenantable by reason of the occurrence of any damage thereto or the destruction thereof.

ARTICLE XXXI – ESTOPPEL CERTIFICATES

Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord within ten (10) days after such written request, without charge, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of its obligations under this Lease and is not in default under this Lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises, and their respective successors and assigns. Tenant's failure to comply with this section shall at Landlord's option constitute an event of default under this Lease.

ARTICLE XXXII – SECURITY DEPOSIT

Tenant shall deposit with Landlord as a security deposit under this Lease the amount set forth as a Fundamental Lease Provision in Article 1, subparagraph (q). Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of. this Lease to be observed and performed by Tenant. The security deposit shall not be

mortgaged, assigned, transferred, or encumbered by Tenant without the written consent of Landlord; and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any rent or other sum payable by Tenant to Landlord is overdue and unpaid, or if Landlord makes any payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such deposit or so much thereof as may be necessary toward the payment of the rent or other sum due Landlord by reason of such breach on the part of Tenant or toward the performance of any other overdue obligation of Tenant under this Lease; and Tenant forthwith upon demand by Landlord shall restore such deposit to its original amount. If Tenant fails to conform or comply with terms or conditions of this Lease resulting in three (3) defaults within a twelve (12) month period, as provided in this Lease, Tenant's security deposit requirement may be increased to 300% of the original security deposit as an additional default cure provision. If Tenant complies with all of the terms of this Lease, then such deposit (or the portion thereof not applied by Landlord to cure a default by Tenant) shall be returned to Tenant at the end of the term of this Lease. In the event of bankruptcy or other creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other sums due Landlord for periods prior to the commencement of such proceedings. Landlord may deliver such security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

ARTICLE XXXIII – PROMOTION

Landlord shall, but in no event shall be required to, have the right to advertise the Shopping Center in the local metropolitan statistical area, and formulate, provide, and carry out an ongoing Program of Events (as hereinafter defined), both of which, in Landlord's sole judgment, shall serve to enhance and promote the Shopping Center and its occupants. For purposes of this Section, "Program of Events" shall mean, without limitation, all shows, displays, signs, marquees, décor, special events, seasonal and holiday events, promotional literature to be distributed within and outside the Shopping Center, advertisements for the Shopping Center, and other activities within the Shopping Center designated to attract customers. The cost of such promotional activities shall be considered a Common Area Charge.

ARTICLE XXXIV – RELOCATION

Landlord shall have the option to relocate Tenant to alternative space in the Shopping Center, which alternative space shall be of comparable size to or larger than the Premises. Landlord shall give Tenant not less than sixty (60) days prior written notice of such relocation, which notice shall include the date on which Tenant shall be required to relocate or move and a description of the space to which Tenant will be relocated. Landlord shall pay all out-of-pocket costs and expenses of relocating Tenant. If Tenant fails to relocate, within such sixty (60) day period, Landlord shall have the right at its sole option, to cancel this Lease and all of the terms, covenants, conditions and agreements herein contained shall become null and void and of no further force and effect as of the date on which Tenant would have been required to relocate, as

set forth in Landlord's written notice. In the event of such relocation, such alternative space shall for all purposes be deemed the Premises hereunder and this Lease shall continue in full force and effect without any change in the other terms or condition hereof.

Article XXXV - Miscellaneous

Section 35.01 Handling Charge. Tenant shall pay to Landlord on demand a handling charge of Fifty Dollars ($50.00) for any check given to Landlord by Tenant for payment of any sums due hereunder which is dishonored by Tenant's bank for any reason.

Section 35.02 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.

Section 35.03 No Liability of Landlord. Landlord shall not be responsible or liable to Tenant or anyone claiming through Tenant for any loss or damage that may be caused by or through the acts or omissions of persons occupying premises adjacent to the Premises or in any other part of the Shopping Center (or of their customers, employees, agents, or invitees) or for any expense, loss, or damage sustained by Tenant or anyone claiming through Tenant from (a) the bursting, stoppage, or leaking of water, gas, sewer or steam pipes, downspouts, tanks, drains, or fixtures wherever located, (b) broken glass, (c) water, snow, or ice upon the Shopping Center or any portion thereof, (d) theft or other dishonest act by anyone other than Landlord, (e) water, wind, or other weather or natural condition or event, or (f) defects in the Premises or any fixtures or equipment therein which Landlord has not expressly agreed in writing to remedy.

Section 35.04 Binding Agreement. All rights and liabilities given to or imposed upon Landlord or Tenant in this Lease shall extend to and bind their respective heirs, executors, administrators, personal representatives, successors, and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved in writing by Landlord.

Section 35.05 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

Section 35.06 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

Section 35.07 Definitions. Except as otherwise expressly stated in this Lease, the "term" of this Lease shall include the original term and any additional period as to which this Lease may be extended, and references to this "Lease" shall include this document and any properly executed amendment thereof or supplement thereto.

Section 35.08 No Personal Liability. Notwithstanding any other provision of this Lease, Tenant agrees that it will look solely to the equity, estate, and property of Landlord in the land

and buildings comprising the Shopping Center (subject to prior rights of the holder of any mortgage or deed of trust thereon) for the collection of any judgment requiring the payment of money by Landlord; and Tenant understands and agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of any such judgment or for the enforcement of any rights or remedies of Tenant.

Section 35.09 Sale or Underlying Lease. In the event of a sale or transfer of all or any portion of the Shopping Center or any undivided interest therein, or in the event of the making by Landlord of an underlying Lease of all or substantially all of the Shopping Center, or in the event of an assignment or transfer of the leasehold estate under any such underlying Lease, the respective grantor, transferor, landlord, or assignor, as the case may be, thereafter shall be entirely relieved of all obligations to be performed by Landlord under this Lease to the extent of the interest in or portion of the Shopping Center so sold, transferred, or Leased. Notwithstanding the foregoing provisions of this section, the grantor, transferor, landlord, or assignor, as the case may be, referred to in this section shall not be relieved of any liability to Tenant arising or occurring prior to the sale, transfer, or Lease referred to in this section.

Section 35.10 Section Titles. The titles of the various sections of this Lease have been inserted merely as a matter of convenience and for reference only and shall not be deemed in any manner to affect the meaning or construction of the language contained in the body of such sections.

Section 35.11 Severability. If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

Section 35.12 Time of the Essence. Time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

Section 35.13 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant in the performance of any of Tenant's obligations under this Lease, including but not limited to Tenant's failure to pay any taxes, obtain any insurance, make any repairs, or satisfy any lien claims, after complying with the notice provisions contained in Article XXV; in the event that Landlord elects to so cure any default by Tenant, then all costs and expenses paid by Landlord in so curing such default, including but not limited to reasonable attorneys' fees, shall be deemed to be additional rent due immediately after such payment by Landlord, together with interest thereon (except in the case of such attorneys' fees) at the rate provided for in Section 21.05 from the date of such payment by Landlord to the date of repayment by Tenant to Landlord.

Section 35.14 Brokers. Tenant warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than Landlord's broker, if any; and Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any expense or liability for commissions or other compensation or charges claimed by any other broker or agent with respect to this Lease.

Section 35.15 Number and Gender. Where the context of this Lease requires, singular words shall be read as if plural, plural words shall be read as if singular and words of neuter gender shall be read as if masculine or feminine.

Section 35.16 Entire Agreement Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

Section 35.17 Surrender. Upon the expiration or termination of this Lease, Tenant agrees forthwith to surrender to Landlord possession of the Premises and the fixtures and equipment constituting a part thereof with all keys thereto.

Section 35.18 Environmental Matters. For purposes of this section "Hazardous Substance" shall have the meaning given to such phrase in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.) and also shall include any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials which are regulated by any federal, state, or local law, ordinance, rule, regulation, or policy relating to the protection of the environment. For purposes of this section an "Environmental Regulation" is any federal, state, or local law, ordinance, rule, regulation, or policy governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, emission, or disposal of any Hazardous Substance. Tenant shall not use, store, handle, produce, dispose of, discharge, take any other actions, or allow anyone else to take any of such actions, with respect to any Hazardous Substance in, at, on, or from the Premises in any manner which violates any Environmental Regulation. During the term of this Lease and any other periods of Tenant's occupancy of the Premises, Tenant at its expense shall obtain, maintain in effect, and comply with all permits and licenses required by any Environmental Regulation applicable to Tenant or the Premises. Within three (3) business days after Tenant is notified or otherwise becomes aware of any actual or potential violation or alleged violation of any Environmental Regulation involving or relating to the Premises, Tenant shall notify Landlord in writing of such actual or potential violation or alleged violation and promptly shall deliver to Landlord copies of any written materials that Tenant may have or thereafter receive which pertain to or purport to give notice of such actual or potential violation or alleged violation. Tenant at its expense promptly shall conduct and complete all investigations, studies, sampling, testing, removal, and other actions necessary to clean up and remove from the Premises any Hazardous Substance which may have been introduced into or upon the Premises during the term of this Lease or any other period of occupancy of the Premises by Tenant, all in accordance with and as required by any applicable Environmental Regulation and the orders and directions of federal, state, and local governmental authorities having jurisdiction over the Premises or such actions. Tenant shall provide Landlord and Landlord's agents or representatives with access to the Premises and to Tenant's files and records at all reasonable times for the purpose of verifying Tenant's compliance with the requirements of this section. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all claims, demands, penalties, fines, liabilities,

settlements, damages, costs, or expenses of whatever kind or nature (including but not limited to attorney fees, fees of environmental consultants, and laboratory fees) known or unknown, contingent or otherwise, arising out of or in any way related to the presence, release, threatened release, or disposal of any Hazardous Substance in, upon, or from the Premises or arising out of or in any way related to the violation by Tenant or the Premises of any Environmental Regulation during the term of this Lease and any other period of Tenant's occupancy of the Premises. The obligations of Tenant under this section shall survive the termination of this Lease and of Tenant's occupancy of the Premises.

Section 35.19 Odors. Tenant expressly agrees to prevent the permeation or spread of odors from the Premises which interfere or are likely to interfere with the business of the other tenants in the Shopping Center. Tenant shall install a ventilation system in the Premises which is sufficient to insure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center. In the event such odors should permeate or spread, Tenant agrees, at its own expense, to timely make all necessary repairs or take other remedial action to insure the containment of such odors and to indemnify and hold Landlord harmless from all damages, liabilities, costs and expenses incurred by Landlord, including without limitation reasonable attorneys' fees which in any way result from the permeation or spread of odors from the Premises.

Section 35.20 Other Tenants. Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord, in the exercise of its sole business judgment, which it may determine best promotes the interest of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent that any specific tenant or number of tenants shall during the term of this Lease occupy any space in the Shopping Center.

Section 35.21 Rules and Regulations. Tenant shall faithfully observe and comply with the Rules and Regulations and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord, all of which are hereby incorporated herein by this reference. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building or Building of any of the Rules and Regulations.

Section 35.22. Personal Guarantees. The following members of 27th Street Bro's, LLC, Chad Leeling, Eugene Brown, shall sign this agreement, as primary Obligors, hereunder and hereby personally guarantee the payment of all amounts due under this lease,

Section 35.23 Exhibits. The following Exhibits are an integral part of this Lease and have been attached to this Lease prior to its execution:

A - Shopping Center site plan showing location of the Premises

B - Description of Landlord's work to be done in the Premises

C - Rules and Regulations

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

Soleiman Brothers, LLC

a California limited liability company

DocuSigned by:
By: Hamid Soleimanian, Esq
2C5ADC299C954ED...

Hamid Soleimanian, Esq

Name: Hamid Soleimanian, Esq.

Title: Managing member of Soleiman Brothers, LLC

TENANT:

DocuSigned by:
Eugene Brown
FD5DE11EF980499...

DocuSigned by:
By:
0976C79B814D494...

NAME: Chad Leeling, 27th Street Bro's LLC

Title: MEMBER

Personal Guarantees in accordance of Article XXXV – Section 35.22

DocuSigned by:
0976C79B814D494...
Chad Leeling

Date: 9/1/2021

DocuSigned by:
FD5DE11EF980499...
Eugene Brown

Date: 9/1/2021

EXHIBIT "B"

LANDLORD'S WORK

TENANT ACCEPTS THE PREMISES AS IS. TENANT TO REMODEL THE INSIDE OF THE PREMISES AS WELL AS OUT SIDE CONCRETE NEAR ENTRANCE TO THE PREMISES AT ITS OWN EXPNSE OF UP TO $36,000.00,

DocuSign Envelope ID: 6CF4BC38-F91F-48A7-B2CD-C11B5D61B102

EXHIBIT C
RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

(6) If the Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The outside areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(8) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord

(9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

(10) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

(11) Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

(12) Tenant shall not use the public or common area in the Shopping Center for business purposes.

(13) Tenant shall not place displays, decorations or shopping carts in front of the Premises or in any common areas.

(14) Tenant shall keep the heating and air-conditioning temperature within the Premises consistent with the Shopping Center.

(15) Subject to applicable laws, the Shopping Center is designated as a non-smoking building.

EXHIBIT #2

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2016)

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

EXHIBIT #3

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Kevin Spencer, Chief of Police

Date: 10/15/2021

Re: Application for a Class CK Liquor License number, CK-124511, 27th Street Bro's LLC., dba: Brothers 27th St. Wings and Burgers, 2621 5th St., 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 which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

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

A background check was conducted on Chad L. Leeling and Eugene D. Brown as a means to determine their fitness to hold a liquor license. Chad Leeling reported convictions for traffic violations. The background revealed that Chad has the following convictions; speeding 2021, speeding 2014, no proof of insurance 2014, driving under suspension 2000 and driving under suspension 1999.

Eugene Brown reported not having a criminal history meaning no conviction(s) for any felonies, misdemeanors, violations of federal or state laws; violations of local laws, ordinances or resolutions. During this background investigation we found that Eugene Brown did not have any convictions.

Chad Leeling appeared before the City of Scottsbluff Liquor License Holders Investigatory Board on October 14, 2021 at 4:00 P.M., to discuss this license. I asked Chad about his prior experience in the industry. Chad told us that he has 25 years' experience in the restaurant, alcohol business. Chad explained the processes that he will implement at the business to prevent any alcohol violation. At the conclusion of the discussion the Liquor License Holders Investigatory Board voted to give a positive recommendation to council regarding Chad's liquor license application.

Considering the information gathered I find no reason to believe the applicants are not fit to hold 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. Chad previously explained to me that he has attended a 2 week bar tending academy in Colorado. Chad explained that during the bar tending academy 3 to 4 days was spent on recognizing underage customers, how to recognize fraudulent identifications,

overserving and security. Chad told me that all of the employees will be required to take the "Safe Serve" training. Chad stated that anyone selling to a minor would be immediately terminated Chad added that they have an employee meeting every week, sometimes every other where they discuss what is expected. Chad told me that he would not tolerate any violations.

The applicant appears to have the ability and willingness 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 insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Chad Leeling reported that there is a locked office in the business that is used to store the alcohol overstock. Chad stated that he will order and conduct the inventory of the alcohol. Chad told us that he has two born on calendars that have to be changed manually and one digital calendar that changes automatically to help staff in determining a customer's age.

The applicant stated that the business does have video cameras, adding that he is in the process of upgrading them. Chad told me that he will have cameras pointed at the front door and the alcohol including the overstock. Chad said that staff will all be tasked with checking all identifications of anyone purchasing alcohol. Chad said that all customers will be required to provide valid identification.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

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

The establishment will be opened seven days a week from 10:00 A.M. to 1:00 A.M., and employ 17 individuals.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

(F) The nature of the neighborhood or community of the location of the proposed licensed premises:

The business will be located at 2621 5th Ave., Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

(G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.

There are no other businesses of this nature in the immediate area.

(H) 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 of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full time officers in the department and handled approximately 17,073 calls for service in 2020. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) 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 and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems or violations.

CITY OF SCOTTSBLUFF
City Clerk

EXHIBIT IV

Memo

Date: October 18, 2021

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Dustin Rief, City Manager

Re: 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

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	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza — 2203-07 Broadway

Total Class A Licenses **1**

Class B Licenses

Convenience Stores

Total Class B Licenses **0**

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .	802 21st Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway

Hotel/Motel

Holiday Inn Express	1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern	20 West 18th Street
Silver Saddle Lounge	1901-B 21st Ave.
Shots Bar and Grill	705 East Overland
Bob's Garage & Bar	1907 Broadway
Lucky Keno LLC dba FrontSide	1001 Avenue I
Racks Sports Bar, LLC (Catering)	1402 East 20th St.- Suite B

Retail

Panhandle Cooperative Assn. (Catering)	401 S. Beltline Hwy West
Kelley's Liquor (Catering)	817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)	1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska	601 Broadway
Panhandle Coop Assn.	3302 Ave. B

Convenience Stores

East "O" Watering Hole	503 East Overland
Scottsbluff Watering Hole	121 W 27th Street
Big Bats	902 West Overland
Git N Split	506 West 27th Street
Cheema's Gas & Liquor	2002 Avenue I
Route 26 Mart	1722 E 20th Street
Maverik Stores Inc.,	920 West 36th St.,
Walgreens	205 West 27th Street
Western Travel Terminal	822 South Beltline Hwy W
Essential Fuel	2319 East Overland

Liquor Stores

Dermer's	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)	1205 East Overland
Applebees	2302 Frontage Rd.
Chili's Grill & Bar	826 West 36th St.
Wonderful House Restaurant	829 Ferdinand Plaza
Ole, LLC	1901 East 20th Street
San Pedro Mexican Restaurant	23 West 27th St.
Sam & Louie's Pizzeria (Catering)	1522 Broadway
16TH Empire	1605 Ave A
Taco Town	1007 West 27th St.
Prime Cut	305 West 27th St.
Goonies Sports Bar & Grill	1802 East 20th Place

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 W Licenses

Wholesale

High Plains Budweiser	2810 Ave M

TOTAL CLASS W LICENSES 1

Class Z Licenses

Great Plains Distillery (Catering)	213 West Railway St.

TOTAL CLASS Z LICENSES 1

TOTAL LICENSES	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	**48**

CITY OF SCOTTSBLUFF
DEVELOPMENT
SERVICES

Memo

Exhibit V

Date: September 30, 2021

To: Honorable Mayor and City Council

From: Staff, Development Services

CC: Dustin Reif

Re: Class "CK" Liquor License Application
Brothers 27th Street Wings & Burgers
2621 5th Ave.
Scottsbluff, NE 69361

Action:

Chad Leeling has applied for a new liquor license in the name of Brothers 27th Street Wings & Burgers, located at 2621 5th Ave., Scottsbluff, Ne.

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 2621 5th Ave. is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where a restaurant/bar/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.

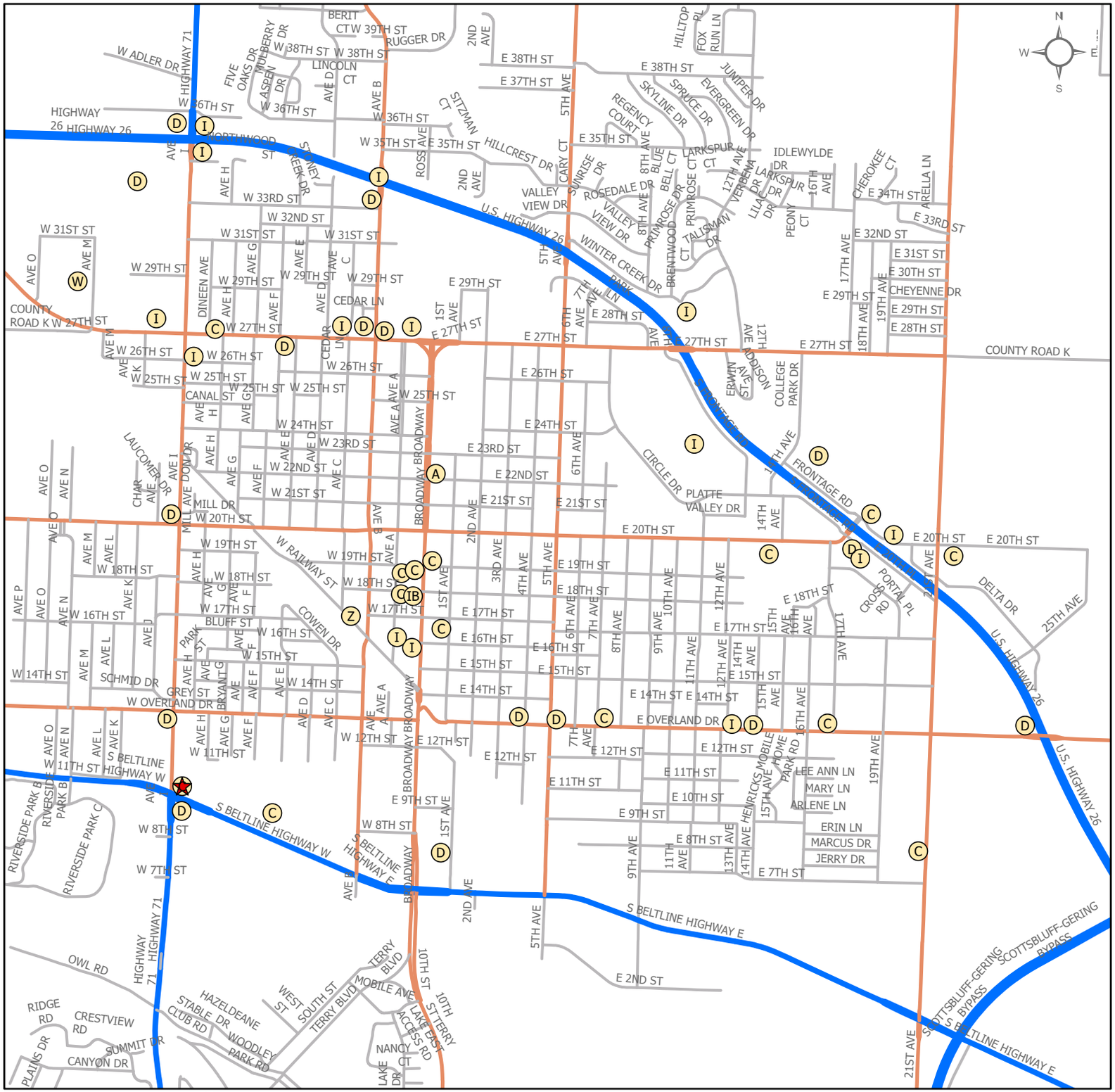
(2) The off-street parking requirements for a Restaurant/bar/tavern in a C-2 (Neighborhood and Retail Commercial) zone are one space per three seats in the establishment. The parking lot has approximately 100 spaces and 4 ADA spaces. At this time the Fire Marshal has not established the occupancy load for this establishment.

(3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. To the south and east the properties are zoned C-2 (Neighborhood & Retail Commercial) and to the north and west they are zoned R1a (Single Family Residential).

(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 15,039.

- Page 2


CITY OF
SCOTTSBLUFF
Liquor Licenses
Applicant
Brothers 27th Street Wings & Burgers
Type C K - 2621 5th Avenue
Current Licensed Properties
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 W Wholesale beer
Catering (K) Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses
Taylor Stephens
City of Scottsbluff GIS
Created on October 11th, 2021
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.
HIGHWAY 26
U.S. HIGHWAY 26
S BELTLINE HIGHWAY W
S BELTLINE HIGHWAY E
HIGHWAY 71
W 36TH ST
W 31ST ST
W 29TH ST
W 27TH ST
W 26TH ST
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COUNTY ROAD K
COUNTY ROAD K W 27TH ST
BROADWAY
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21ST AVE
FRONTAGE RD
CIRCLE DR
PLATTE VALLEY DR
COLLEGE PARK DR
DELTA DR
CROSS PORTAL PL
PORTAL PL
MILL DR
MILL AVE
DON DR
LAUCOMER DR
CHAR AVE
CANAL ST
CEDAR LN
DINEEN AVE
COWEN DR
BLUFF ST
PARK ST
SCHMID DR
GREY ST
BRYANT ST
OVERLAND DR
LINCOLN CT
BERIT CT
RUGGER DR
MULBERRY DR
FIVE OAKS DR
ASPEN DR
NORTHWOOD ST
STINNEY CREEK DR
SITZMAN CT
ROSS AVE
HILLCREST DR
CARY CT
SUNRISE DR
VALLEY VIEW DR
ROSEDALE DR
WINTER CREEK DR
WINTER CREEK PARK
BRENTWOOD DR
PRIMROSE DR
PRIMROSE CT
BELL CT
TALISMAN DR
LARKSPUR CT
LARKSPUR DR
LILAC DR
VERBENA AVE
PEONY CT
IDLEWYLDE DR
CHEROKEE CT
ARELLA LN
CHEYENNE DR
REGENCY COURT
SKYLINE DR
SPRUCE DR
EVERGREEN DR
JUNIPER DR
HILLTOP RD
FOX RUN LN
ERWIN ST
ADDISON AVE
LEE ANN LN
MARY LN
ARLENE LN
ERIN LN
MARCUS DR
JERRY DR
MOBILE HOME PARK RD
HENRICKS
RIVERSIDE PARK B
RIVERSIDE PARK C
OWL RD
RIDGE RD
CRESTVIEW RD
SUMMIT DR
CANYON DR
PLAINS DR
HAZELDEANE
STABLE DR
CLUB RD
WOODLEY PARK RD
WEST ST
SOUTH ST
TERRY BLVD
MOBILE AVE
10TH ST
10TH ST TERRY
LAKE EAST ACCESS RD
NANCY CT
LAKE DR
SCOTTSBLUFF-GERING BYPASS
N
S
E
W

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
October 14, 2021 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, October 14, 2021 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on October 10, 2021 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: Dustin Rief, City Manager, Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, and Andrea Margheim, Flyover Brewery, Absent: Kelli Larson, Panhandle Prevention Coalition, Russ Knight, Chairman, Norman Coley, WNCC, and Matt Huck, Scottsbluff Public Schools.

2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.

3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.

4. There were no changes to the agenda.

5. Removed from the table the June 24, 2021 Regular Meeting Minutes – Motion by Stobel, second by Margheim to remove from the table the June 24, 2021 Regular Meeting Minutes, motion passed unanimously.

6. Approve Minutes of the June 24, 2021 Regular Meeting – Motion by Rief, second by Stobel, to approve the June 24, 2021 Minutes, motion passed unanimously.

7. New Liquor License Application.
    a. Class CK Liquor License application from 27th Street Bro's LLC d/b/a/ Brother's 27th St. Wings and Burgers, 2621 5th Avenue, Scottsbluff, NE; Chad Leeling, Manager.

       Mr. Chad Leeling was present to answer questions regarding his CK liquor license application for Brother's 27th St. Wings and Burgers. Mr. Leeling explained the business will be located in the old Applebee's building on 5th Avenue. It will be a restaurant with Buffalo Wild Wings similarity, serving pastas, wings, and steaks. He will be open from 10:00 a.m. to 1:00 a.m. seven days a week, having the kitchen open until closing.

       Police Chief Spencer asked what aids Mr. Leeling will have in the business to prevent from selling alcohol to minors. Mr. Leeling stated they will have born on calendars and will check the ID's of everyone who orders alcohol. He also stated an employee would be

terminated if there was a compliance failure. Mr. Spencer also asked about security cameras. Mr. Leeling explained there are cameras in the building and he is also having a company come in and upgrade them to be high definition, adding they will be strategically placed around the business.

Committee Member Margheim asked where the overstock will be kept. Mr. Leeling stated it will be kept in a locked room in the back; he also does all the inventory and ordering. Ms. Margheim asked about being close to the school and if he anticipates any trouble with loitering from students. Mr. Leeling explained he is adding ice cream and slushes to his menu as well as $5.00 lunches. He wants to be able to cater to students as the restaurant will have a family environment feel.

Legal Counsel Stobel asked if the staff has taken alcohol training. Mr. Leeling stated they will take the Safe Serve Classes and he also will have bi-weekly meetings to remind staff of alcohol protocols. Ms. Stobel also asked about the outdoor area. Mr. Leeling explained they will be putting a temporary fence where the area will be; this is due to not being able to get the supplies he needs. He has talked to the City Zoning Department as well to make sure that he is in compliance and not violating City Code. The area will include tables for those who want to enjoy their meal outside.

Committee Member Margheim moved, seconded by City Manager Rief to send a positive recommendation to City Council for the Class CK Liquor License application from 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers; Chad Leeling Manager. Motion passed unanimously.

8. Adjournment:
   The meeting adjourned at 4:16 p.m., with a motion by Stobel, second by Spencer; passed unanimously by the Committee.

_____
Kevin Spencer, acting Chairman

_____
Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Pub. Hear.4

Council to discuss and consider action making a recommendation to the Nebraska Liquor Control Commission naming Chad Leeling as the Liquor License Manager of 27th Street Bro's, LLC d/b/a Brothers 27th St. Wings and Burgers, 2621 5th Ave., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Resolut.1

Council to consider and take action on the Resolution to approve the Redevelopment Plan submitted by 26 Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.

Staff Contact: Zachary Glaubius, Planning Administrator

RESOLUTION NO. ____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the "Act"), a redevelopment plan for the *26 Group Fuel Station and Convenience Store-West* project submitted by 26 Group, LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan"). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The Redevelopment Plan has been reviewed by the CRA, which found that the Redevelopment Plan conforms to the Comprehensive Plan, that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing, and that the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the CRA, are in the long term best interests of the community.

d. The CRA recommended approval of the Redevelopment Plan to the City Council.

e. On October 18, 2021, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as documented in writing in this Resolution.

Resolved:

1. The Redevelopment Plan is determined to be feasible and in conformity with the Comprehensive Plan and with the legislative declarations and determinations set forth in the Act.

2. The project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community impacted by the project.

3. The City Council approves the Redevelopment Plan.

4. In accordance with NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on the Project Site as set forth in the Redevelopment Plan, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies;

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

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

5. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

6. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on October 18, 2021.

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Resolut.2

Council to consider and take action on the Resolution to approve the Redevelopment Plan submitted by BDS3C, LLC for the Flyover Brewing Company Expansion Project.

Staff Contact: Zachary Glaubius, Planning Administrator

RESOLUTION NO. ____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the "Act"), a redevelopment plan for the *Flyover Brewing Company Expansion* project submitted by BDS3C, LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan"). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The Redevelopment Plan has been reviewed by the CRA, which found that the Redevelopment Plan conforms to the Comprehensive Plan, that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing, and that the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the CRA, are in the long term best interests of the community.

d. The CRA recommended approval of the Redevelopment Plan to the City Council.

e. On October 18, 2021, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as documented in writing in this Resolution.

Resolved:

1. The Redevelopment Plan is determined to be feasible and in conformity with the Comprehensive Plan and with the legislative declarations and determinations set forth in the Act.

2. The project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community impacted by the project.

3. The City Council approves the Redevelopment Plan.

4. In accordance with NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on the Project Site as set forth in the Redevelopment Plan, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies;

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

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

5. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

6. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on October 18, 2021.

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Resolut.3

Council to discuss and consider action on a Resolution adopting the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: October 18, 2021

AGENDA TITLE: Council to consider resolution adopting the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: Hazard Mitigation plans are a requirement of the Disaster Mitigation Act of 2000, administered by the Federal Emergency Management Agency (FEMA). Once a community, NRD, or county is part of a plan, they become eligible to apply for pre- and post-disaster mitigation funds.

The current hazard mitigation plan for the City of Scottsbluff was adopted and approved in 2016. FEMA requires that the HMP be updated and approved within a five-year period. The new plan will replace the one that was adopted in 2016.

The North Platte NRD has provided this plan free of charge for all communities within their jurisdiction, including the City of Scottsbluff.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends the approval of the resolution adopting the North Platte NRD Hazard Mitigation Plan.

EXHIBITS

Resolution ✓ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ✓

Other (specify) _____

Rev: 11/15/12 City Clerk

NOTIFICATION LIST: Yes ☐ No ✓ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

RESOLUTION NUMBER _____

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the North Platte Natural Resources District, with assistance from JEO Consulting Group, Inc.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the counties and participating jurisdictions located within the planning boundary by identifying the hazards that affect City of Scottsbluff and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Scottsbluff in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of City of Scottsbluff does herewith adopt the most recent and FEMA approved version of the North Platte NRD Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this _____ day of _____, 2021.

_____
Mayor

ATTEST:

_____
Clerk

Community Profile

CITY OF SCOTTSBLUFF

North Platte NRD
Hazard Mitigation Plan 2021

Local Planning Team

Table SBF.1: Scottsbluff Local Planning Team

NAME	TITLE	JURISDICTION
ANTHONY MURPHY	Fire Prevention Officer	City of Scottsbluff
LEANN SATO	Stormwater Program Specialist	City of Scottsbluff
ZACHARY GLAUBIUS	Projects and Planning Coordinator	City of Scottsbluff
TAYLOR STEPHENS	GIS Analyst	City of Scottsbluff
JORADAN DIEDRICH	Deputy Public Works Director	City of Scottsbluff

The following table describes meeting dates and times for the City of Scottsbluff planning team throughout the HMP update.

Table SBF.2: Meeting Dates and Times

DATE AND TIME	MEETING AGENDA
WEDNESDAY, MARCH 24, 2021, 2:00 PM	HMP profile overview discussion and organizing resources, identify public involvement strategies
THURSDAY, MARCH 25, 2021, 2:00 PM	HMP Work Session – CRS and integration with HMP, public involvement strategies
THURSDAY, APRIL 1, 2021 2:30 PM	HMP Work Session – Evaluating local risks and events
THURSDAY, APRIL 22, 2021, 10:00 AM,	HMP Work Session - Integration of CRS and technical data, coordinating resources
WEDNESDAY, APRIL 28, 2021, 8:45 AM	HMP Work Session – identifying possible activities
WEDNESDAY MAY 18, 2021, 2:00 PM	HMP Work Session - Designing NPNRD HMP and CRS programming to be mutually supportive, maintenance and action plans
WEDNESDAY, JULY 14, 2021, 2:00 PM	HMP document review

Public Review

Once the HMP draft was completed, a public review period was opened to allow for participants and community members at large to review the plan, provide comments, and request changes. The public review period was open from September 30, 2021, through October 21, 2021. The HMP was made available on the project website (https://jeo.com/npnrd-hmp) and the city's website (http://www.scottsbluff.org) for download. For the City of Scottsbluff, the public was notified through the city website, social media, and the local paper. The city also held a public meeting during this time on October 21. The purpose of this meeting was to share city specific updates to the HMP and to provide the public an opportunity to speak with local officials about the plan or any requested revisions.

A review of the comments and who they were from can be found below.

Table SBF.3: Scottsbluff Public Review Comments

COMMENT RECEIVED	ADDRESSED COMMENTS

Location and Geography

The City of Scottsbluff is located in the central portion of Scotts Bluff County and covers an area of 6.27 square miles. The major waterway in the area includes the North Platte River, which runs just south of the city.

Transportation

There are two major highways that pass near Scottsbluff, US HWY 26, and NE HWY 71. According to the Nebraska Department of Transportation, the average daily traffic count for US HWY 26 is 4,980 vehicles per day, 405 of which are heavy commercial vehicles. NE HWY 71 has a traffic count of 6,910 vehicles per day, 275 of which are heavy commercial vehicles.[1] There is one major rail corridor in Scottsbluff, the BNSF Railway. Per the local BNSF Office, an average of 35 trains pass through Scottsbluff daily with a car count of around 130 cars per train. No significant transportation events have occurred locally.

Demographics

Scottsbluff's estimated population in 2019 was 14,737. The following figure displays the historical population trend from 1910 to 2019. This figure indicates that the population of Scottsbluff has generally increased since 1910. Increasing populations are associated with increased hazard mitigation and emergency planning requirements for development. Increasing populations can also contribute to increasing tax revenues, allowing communities to pursue additional mitigation projects. Scottsbluff's population accounted for 41 percent of Scotts Bluff County's population in 2019.[2]

[1] Nebraska Department of Transportation. 2018. "Interactive Statewide Traffic Counts Map." [map]. https://gis.ne.gov/portal/apps/webappviewer/index.html?id=bb00781d6653474d945d51f49e1e7c34.
[2] United States Census Bureau. "2019 Census Bureau American Community Survey: S0101: Age and Sex." [database file]. https://data.census.gov.

Figure SBF.1: City of Scottsbluff

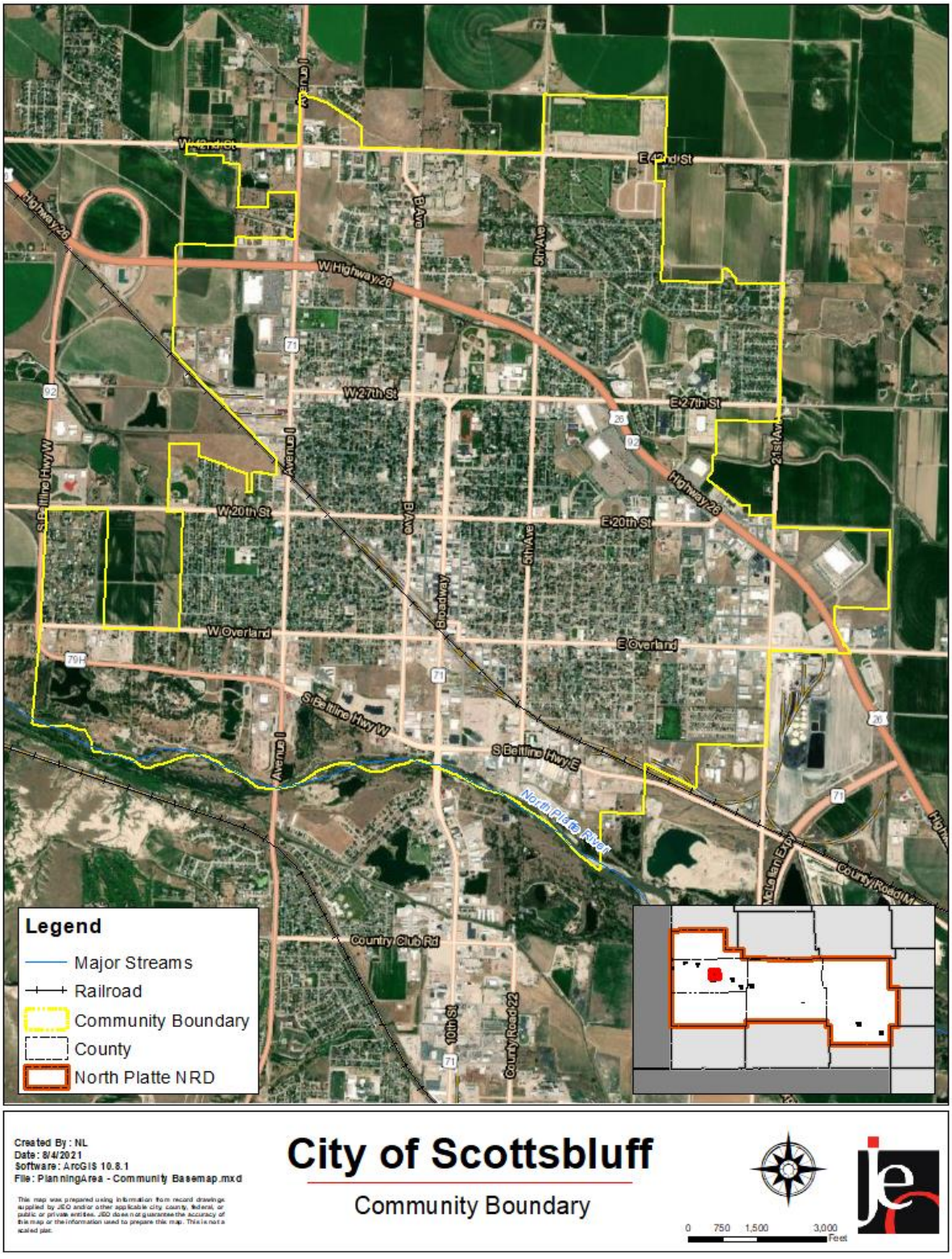


Figure SBF.2: Estimated Population 1910 - 2019



Source: U.S. Census Bureau[3]

The young, elderly, minorities, and poor may be more vulnerable to certain hazards than other groups. In comparison to the county, Scottsbluff's population was:

- **Younger.** The median age of Scottsbluff was 35.3 years old in 2019, compared with the county average of 39.5 years. Scottsbluff's population has remained relatively stable since 2010, when the median age was 35.9 years old. Scottsbluff had a larger proportion of people under 20 years old (28.8%) than the county (27.5%).[4]
- **More ethnically diverse**. Since 2010, Scottsbluff grew less ethnically diverse. In 2010, 15.1% of Scottsbluff's population was non-white. By 2019, 11.8% was non-white. During that time, the non-white population in the county decreased from 10.3% to 8.4%.[5]
- **More likely to be at the federal poverty line.** The poverty rate in Scottsbluff (14.4% of families living below the federal poverty line) is greater than the county's poverty rate (10.3%) in 2019.[6]

Employment and Economics

The city's economic base is a mixture of industries. In comparison to Scotts Bluff County, Scottsbluff's economy had:

- **Similar mix of industries.** Employment sectors accounting for 10% or more of employment in Scottsbluff included: Educational Services, Retail Trade, and Arts and

[3] United States Census Bureau. "2019 Census Bureau American Community Survey: S0101: Age and Sex." [database file]. https://data.census.gov.
[4] United States Census Bureau. "2019 Census Bureau American Community Survey: S0101: Age and Sex." [database file]. https://data.census.gov.
[5] United States Census Bureau. "2019 Census Bureau American Community Survey: DP05: ACS Demographic and Housing Estimates." [database file]. https://data.census.gov.
[6] United States Census Bureau. "2019 Census Bureau American Community Survey: DP03: Selected Economic Characteristics." [database file]. https://data.census.gov.

Entertainment. Scotts Bluff County's employment sectors included Educational Services and Retail Trade in 2019.[7]

- **Lower household income.** Scottsbluff's median household income in 2019 ($44,354) was about $5,391 lower than the county ($49,745).[8]
- **Fewer long-distance commuters.** About 80% percent of workers in Scottsbluff commuted for fewer than 15 minutes, compared with about 62% of workers in Scotts Bluff County. About 5% of workers in Scottsbluff commute 30 minutes or more to work, compared to about 9% of the county workers.[9]

Major Employers

Major employers in Scottsbluff include the Regional West Medical Center, Scottsbluff Public Schools, Wal-Mart, Western Nebraska Community College, Western Sugar Cooperative, Panhandle Cooperative System, Platte Valley Bank, City of Scottsbluff, and Kelley Bean Company. An NPPD 2021 study found that 76.4% of residents are employed within 10 miles of their residence.

Housing

In comparison to Scotts Bluff County, Scottsbluff's housing stock was:

- **Less owner occupied**. 53.5% of occupied housing units in Scottsbluff are owner occupied compared with 66.9% of occupied housing in Scotts Bluff County in 2019.[10]
- **Older housing stock.** Scottsbluff has a greater share of housing built prior to 1970 (61.5%) compared with the county (55.7%).[11]
- **More multifamily homes.** Although the predominant housing type in the city is single family detached, Scottsbluff contains more multifamily housing with five or more units per structure compared to the county (10.4% compared to 6.6%). About 70% of housing in Scottsbluff was single-family detached, compared with 77.1% of the county's housing. Scottsbluff has a smaller share of mobile and manufactured housing (3.3%) compared to the county (5.8%).[12] There are four areas within the extra-territorial jurisdiction that are zoned for mobile homes and manufactured houses. Three are in the southeast portion of the community and one is located northwest of the community. Another non-conforming mobile home park is located in the southwest part of the city.

This housing information is relevant to hazard mitigation insofar as the age of housing may indicate which housing units were built prior to state building codes being developed. Further, unoccupied housing may suggest that future development may be less likely to occur. Finally, communities with a substantial number of mobile homes may be more vulnerable to the impacts of high winds, tornadoes, and severe winter storms.

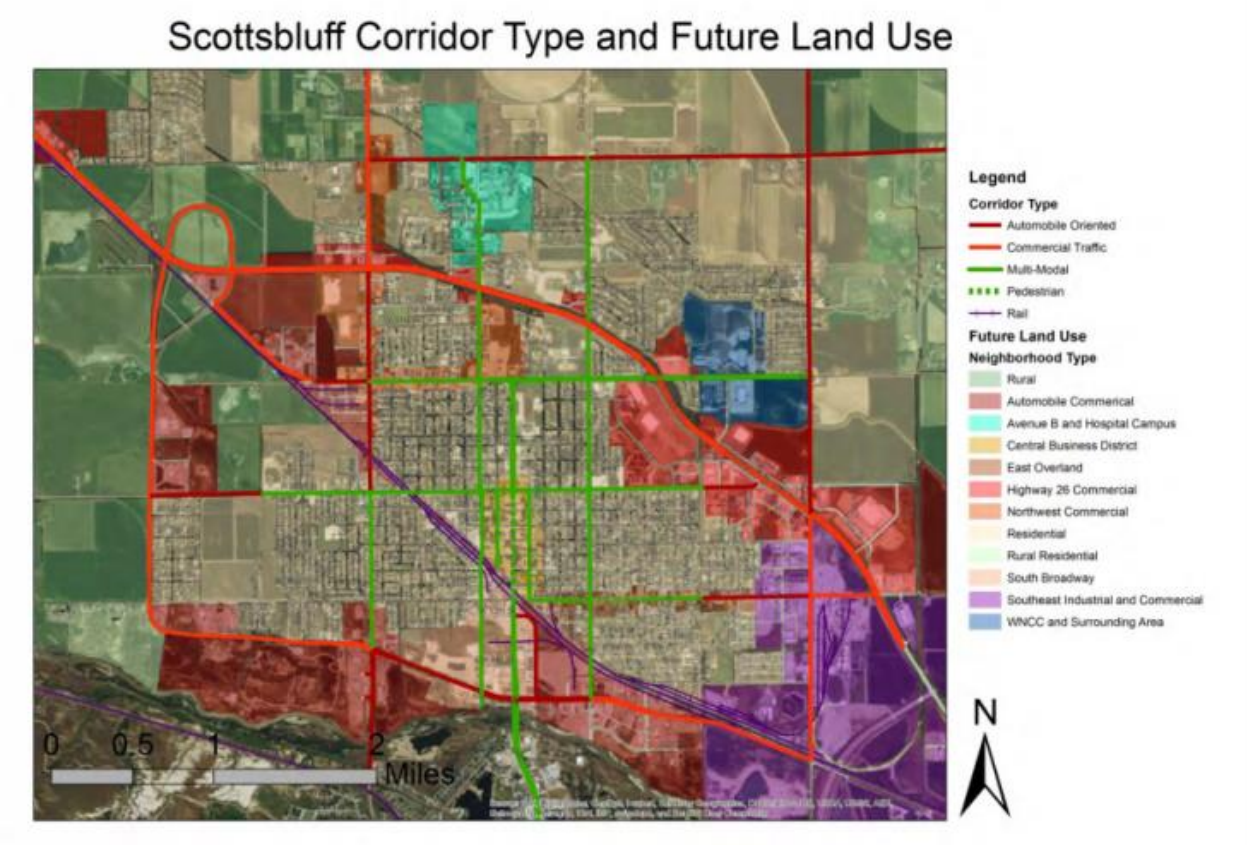
Future Development Trends

Over the past five years, a total of 10 new commercial buildings, 32 single family residences, six multi-family residences, and two mobile home residences were built within Scottsbluff and the extra-territorial jurisdiction. A total of 21 buildings were demolished. According to the 2019 American Community Survey estimates Scottsbluff's population has decreased recently but has general increased over time. The likely factor behind this is Scottsbluff's role as the economic and

[7] United States Census Bureau. "2019 Census Bureau American Community Survey: DP03: Selected Economic Characteristics." [database file]. https://data.census.gov.
[8] United States Census Bureau. "2019 Census Bureau American Community Survey: DP03: Selected Economic Characteristics." [database file]. https://data.census.gov.
[9] United States Census Bureau. "2019 Census Bureau American Community Survey: S0802: Means of Transportation to Work by Selected Characteristics." [database file]. https://data.census.gov.
[10] United States Census Bureau. "2019 Census Bureau American Community Survey: DP04: Selected Housing Characteristics." [database file]. https://data.census.gov.
[11] United States Census Bureau. "2019 Census Bureau American Community Survey: DP04: Selected Housing Characteristics." [database file]. https://data.census.gov.
[12] United States Census Bureau. "2019 Census Bureau American Community Survey: DP04: Selected Housing Characteristics." [database file]. https://data.census.gov.

healthcare hub of the panhandle region. The City of Scottsbluff offers a greater amount of higher paying jobs which attract people to the community. In the next five years, there are several new housing developments being planned in the community. Current housing stock is limited for purchase and rental. Housing developments are being built in the northwest (Five Oaks) and northeast (Hilltop Estates) parts of the city. Additionally, infill development is occurring. No formal plans for new businesses have been confirmed. However, the proposed annexation of development area in the extraterritorial jurisdiction will bring approximately 14 new businesses into the corporate limits. The city is also actively targeting new businesses to start in or relocate to the community. Below is the future land use map for the city from 2016.

Figure SBF.3: 2016 Future Land Use Map



Structural Inventory and Valuation

The planning team requested GIS parcel data from the County Assessor as of July 2021. This data allowed the planning team to analyze the location, number, and value of property improvements at the parcel level. The data did not contain the number of structures on each parcel. A summary of the results of this analysis is provided in the following table.

Numerous structures have been removed from the floodplain via LOMA. The City of Scottsbluff has 24 filed LOMAs with FEMA. A summary of LOMAs identified for the city can be found in the table below. A comprehensive list of available reports for the city are available online through FEMA's Flood Map Service Center (https://msc.fema.gov/portal/advanceSearch).

Table SBF.4: Scottsbluff Parcel Valuation

TOTAL NUMBER OF IMPROVEMENTS	TOTAL IMPROVEMENT VALUE	NUMBER OF IMPROVEMENTS IN FLOODPLAIN	VALUE OF IMPROVEMENTS IN FLOODPLAIN	% OF IMPROVEMENTS IN FLOODPLAIN
5,792	$762,071,476	378	$60,575,630	7%

Source: County Assessor

Table SBF.5: Scottsbluff Flood Map Products

LOMA PRODUCT ID	EFFECTIVE DATE	DESCRIPTION
04-07-A277A-310206	9/8/2004	Structure removed from SFHA
05-07-0491A-310206	4/18/2005	Structure removed from SFHA
09-07-0187A-310206	4/29/2009	Structure removed from SFHA
09-07-1948A-310206	10/1/2009	Structure removed from SFHA
13-07-1666A-310206	6/6/2013	Structure removed from SFHA
13-07-1995A-310206	8/15/2013	Structure removed from SFHA
13-07-2135A-310206	9/24/2013	Structure (East Bldg.) removed from SFHA
14-07-1364A-310206	4/1/2014	Structure removed from SFHA
14-07-1766A-310206	6/19/2014	Structure (warehouse) removed from SFHA
15-07-0092A-310206	12/1/2014	Structure (residence) removed from SFHA
15-07-0966A-310206	4/7/2015	Structure (Building 1) removed from SFHA
15-07-1416A-310206	6/23/2015	Structure (commercial) removed from SFHA
15-07-1995A-310206	9/14/2015	Structure removed from SFHA
15-07-2128A-310206	9/22/2015	Structure (residence) removed from SFHA
16-07-1312A-310206	6/10/2016	Structure removed from SFHA
16-07-1750A-310206	8/3/2016	Property removed from SFHA
17-07-0608A-310206	3/27/2017	Structure removed from SFHA
17-07-1248A-310206	4/28/2017	Structure removed from SFHA
18-07-0995A-10206	2/20/2018	Property removed from SFHA
18-07-2011A-310206	10/12/2018	Structure removed from SFHA
19-07-0210A-310206	11/29/2018	Structure removed from SFHA
19-07-1440A-310206	7/3/2019	Structure removed from SFHA
20-07-0074A-310206	2/12/2020	Structure removed from SFHA
20-07-0664A-310206	3/31/2020	Structure removed from SFHA

Source: FEMA Flood Map Service Center

Community Lifelines

Hazardous Materials – Chemical Storage Fixed Sites

According to the Tier II System reports submitted to the Nebraska Department of Environment and Energy, there are 19 chemical storage sites in Scottsbluff that contain hazardous chemicals. In the event of a chemical spill, the local fire department and emergency response may be the first to respond to the incident.

Table SBF.6: Chemical Storage Fixed Sites

FACILITY NAME	ADDRESS	FLOODPLAIN (Y/N)
Titan Machinery Inc	2401 W 20th St	Y
Simon Contractors Inc	1914 W Overland	Y
Contractors Materials Inc	117 S Beltline Hwy W	Y
Valley Airways Inc	250042 Robertson Rd	N
Westco	218 S Beltline Hwy E	Y

FACILITY NAME	ADDRESS	FLOODPLAIN (Y/N)
Simplot Grower Solutions	1018 W 26th St	N
Western Sugar Cooperative	2100 E Overland	N
UNL Panhandle Research & Extn	4502 Avenue I	N
Panhandle Co-op Assn	1017 W 25th St	N
Regional West Medical Center	4021 Avenue B	N
Airgas USA LLC	1008 21st Ave	N
Panhandle Co-op Assn Bulk Plant	Jct 16th Ave & 7th St	N
Plaza West Service Center	401 S Beltline Hwy W	Y
CenturyLink	2802 Avenue D	N
The Home Depot Store 3210	3102 Avenue I	N
Med Trans - Air Link	4021 Avenue B	N
Guardian Flight EM 031	240851 Airport Avenue C	N
Westco Western Aviation	250094 Robertson Rd	N
Charter Communications NE26155	1204 Avenue B	N

Source: Nebraska Department of Environment and Energy[13]

Critical Facilities

The local planning team identified critical facilities that are vital for disaster response, public shelter, and essential for returning the jurisdiction's functions to normal during and after a disaster per the FEMA Community Lifelines guidance. Critical facilities were identified during the original planning process and updated by the local planning team as a part of this plan update. The following table and figure provide a summary of the critical facilities for the jurisdiction.

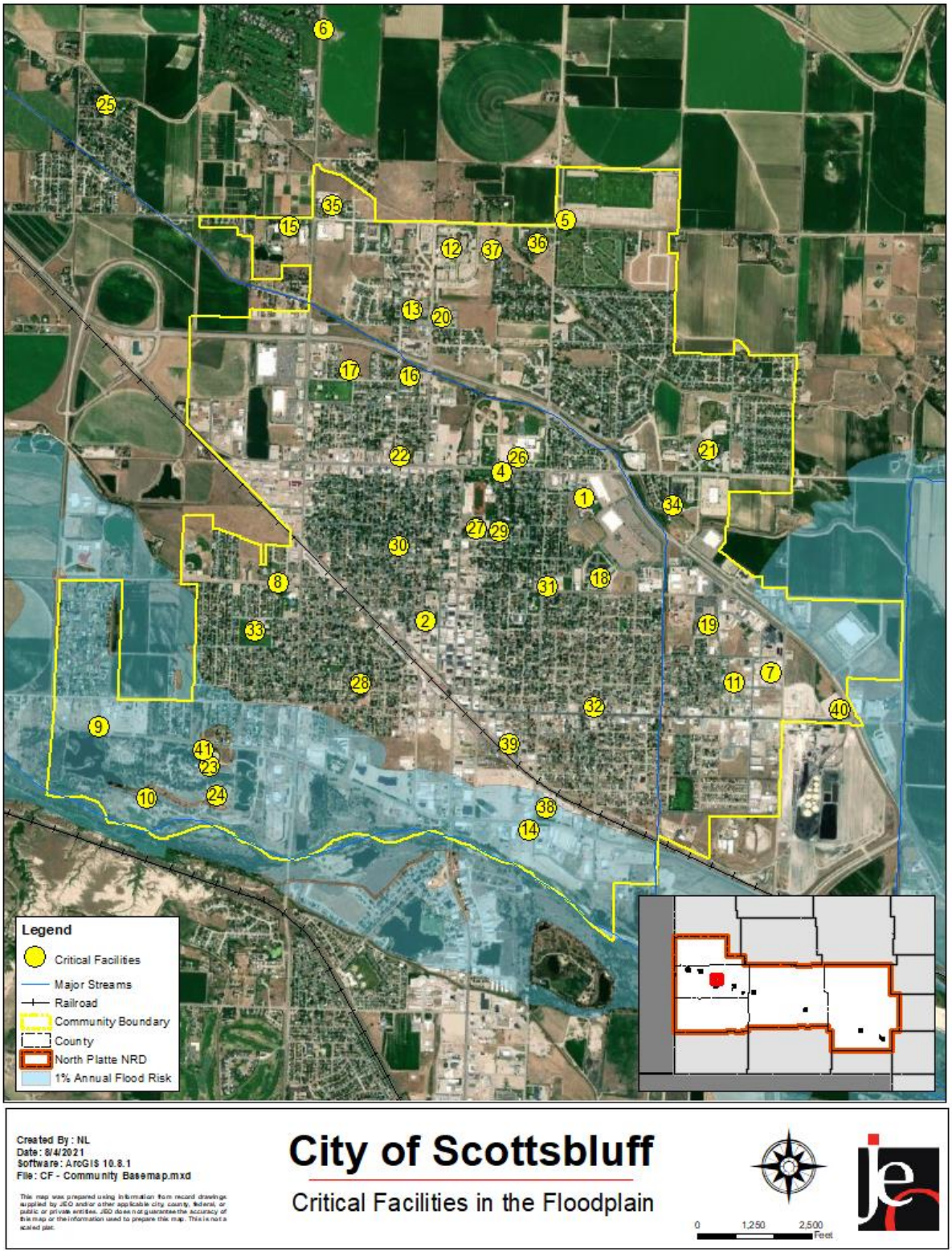
Table SBF.7: Critical Facilities

CF #	NAME	SHELTER (Y/N)	GENERATOR (Y/N)	FLOODPLAIN (Y/N)
1	City Hall	N	Y	N
2	Public Safety Building	Y	Y	N
3	Wastewater Treatment Plant	N	Y	Y
4	Water Tower (High School)	N	N	N
5	Water Tower with Comm. Repeater (Cemetery)	N	N	N
6	Water Tower (Hydropillar)	N	N	N
7	Water Tower (Sugar Factory Road)	N	N	N
8	Lift Station (20th Street)	N	N	N
9	Lift Station (Hunt's Acres)	N	N	Y
10	Lift Station (Trails West)	N	N	Y
11	Scottsbluff Rural Fire Department	N	N	N
12	Regional West Medical Center	Y	Y	N
13	St. Mary's Plaza	Y	Y	N
14	Valley Ambulance	N	N	Y
15	West Nebraska Veterans Home	N	Y	N
16	Emerald Court	N	Y	N
17	Wel-Life at Scottsbluff	N	N	N
18	The Residency	N	Y	N
19	Cirrus House Apartments	N	N	N

[13] Nebraska Department of Environment and Energy. "Search Tier II Data." Accessed December 2020. https://deq-iis.ne.gov/tier2/search.faces.

CF #	NAME	SHELTER (Y/N)	GENERATOR (Y/N)	FLOODPLAIN (Y/N)
20	Monument Care and Rehabilitation Center	N	Y	N
21	Western Nebraska Community College	Y	Y	N
22	CERT and Hospital Communications	N	Y	N
23	Lift Station (Zoo)	N	N	Y
24	Lift Station (Riverside Campground)	N	N	Y
25	Lift Station (Hilltop Development)	N	N	N
26	Scottsbluff Senior High School	Y	N	N
27	Bluff Middle School	Y	N	N
28	Community Christian Elementary School	Y	N	N
29	St. Agnes Catholic School	Y	N	N
30	Lincoln Heights Elementary School	Y	N	N
31	Longfellow Elementary School	Y	N	N
32	Roosevelt Elementary School	Y	N	N
33	Westmoor Elementary School	Y	N	N
34	Harms Center	Y	Y	N
35	ESU 13	N	N	N
36	The Village at Regional West	N	N	N
37	Air Link	N	N	N
38	Scottsbluff VA Clinic	N	N	Y
39	Public Works Yard	N	N	N
40	Essential Fuels (City Fueling Location)	N	N	N
41	Riverside Discovery Center (Zoo)	N	N	Y

Figure SBF.4: Critical Facilities



Governance

A community's governance indicates the number of boards or offices that may be available to help implement hazard mitigation actions. Scottsbluff has a mayor, a five-member council, and the following offices.

- Cemetery
- City Clerk
- Development Service/GIS
- Finance
- Fire
- Human Resources
- Library
- Parks and Recreation
- Police & Emergency Management
- Public Works
- Economic Development
- City Manager
- Code Enforcement
- Planning Commission

Capability Assessment

The capability assessment consisted of a Capability Assessment Survey completed by the jurisdiction and a review of local existing policies, regulations, plans, and the programs. The survey is used to gather information regarding the jurisdiction's planning and regulatory capability; administrative and technical capability; fiscal capability; and educational and outreach capability.

Table SBF.8: Capability Assessment

SURVEY COMPONENTS/SUBCOMPONENTS		YES/NO
Planning & Regulatory Capability	Comprehensive Plan	Yes
	Capital Improvements Plan	Yes
	Economic Development Plan	Yes
	Emergency Operational Plan	Yes
	Floodplain Management Plan	Yes
	Storm Water Management Plan	Yes
	Zoning Ordinance	Yes
	Subdivision Regulation/Ordinance	Yes
	Floodplain Ordinance	Yes
	Building Codes	Yes
	National Flood Insurance Program	Yes
	Community Rating System	Yes
	Other (if any)	
Administrative & Technical	Planning Commission	Yes
	Floodplain Administration	Yes
	GIS Capabilities	Yes

SURVEY COMPONENTS/SUBCOMPONENTS		YES/NO
Capability	Chief Building Official	Yes
	Civil Engineering	Yes
	Local Staff Who Can Assess Community's Vulnerability to Hazards	Yes
	Grant Manager	No
	Mutual Aid Agreement	Yes
	Other (if any)	
Fiscal Capability	Capital Improvement Plan/ 1 & 6 Year plan	Yes
	Applied for grants in the past	Yes
	Awarded a grant in the past	Yes
	Authority to Levy Taxes for Specific Purposes such as Mitigation Projects	Yes
	Gas/Electric Service Fees	No
	Storm Water Service Fees	Yes
	Water/Sewer Service Fees	Yes
	Development Impact Fees	No
	General Obligation Revenue or Special Tax Bonds	No
	Other (if any)	
Education & Outreach Capability	Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc. Ex. CERT Teams, Red Cross, etc.	Yes
	Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes
	Natural Disaster or Safety related school programs	No
	StormReady Certification	No
	Firewise Communities Certification	No
	Tree City USA	Yes
	Other (if any)	

Table SBF.9: Overall Capability

OVERALL CAPABILITY	LIMITED/MODERATE/HIGH
Financial resources needed to implement mitigation projects	Moderate
Staff/expertise to implement projects	Moderate
Community support to implement projects	Moderate
Time to devote to hazard mitigation	Limited

Plan Maintenance

Hazard Mitigation Plans should be living documents and updated regularly to reflect changes in hazard events, priorities, and mitigation actions. These updates are encouraged to occur after every major disaster event, alongside community planning documents (e.g., annual budgets and Capital Improvement Plans), during the fall before the HMA grant cycle begins, and/or prior to other funding opportunity cycles begin including CDBG, Water Sustainability Fund, Revolving State Fund, or other identified funding mechanisms.

The local planning team is responsible for reviewing and updating this community profile as changes occur or after a major event. The local planning team will include the City Planner, Fire Marshall, Director and Assistant Director of Public Works, and the Stormwater Program Specialist/Floodplain Manger. The plan will be reviewed no less than annually and will include the public in the review and revision process by sharing information via social media, website updates, press releases, and public open houses.

Plan Integration

The City of Scottsbluff has several planning documents that discuss or relate to hazard mitigation. Each plan is listed below along with a short description of how it is integrated with the hazard mitigation plan. The city will seek out and evaluate any opportunities to integrate the results of the current hazard mitigation plan into other planning mechanisms and updates.

Building Code (2018)

The building code sets standards for constructed buildings and structures. The city has adopted the 2018 International Building Codes with amendments made in on an as needed basis. The city noted that portions of the International Building Code excluded were: Sections 101.4, 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 105.1.1, 105.1.2, 105.2, 107, 112, 113, 115, 3103, and Chapters 13, 27, 28 and 29.

Comprehensive Plan (2016)

The 2016 Hazard Mitigation Plan was considerably integrated into the latest update of the comprehensive plan in 2016. The 2016 comprehensive plan recognized the importance of managing development in the floodplain and water conservation during times of drought.
The comprehensive plan is designed to guide the future actions of the city. It contains goals aimed at safe growth, directs development away from hazardous areas including the floodplain, encourages infill, encourages the elevation of structures located in the floodplain, and encourages the preservation of open space. The plan is amended every five years with a major updated planned in 2022. Like the hazard mitigation plan, the construction of the comprehensive plan works to reinforce and build upon other plans and programs required or supported by the City

including Floodplain/Community Rating System, Stormwater Management Plan (SWMP), Hazard Mitigation and Drought management.

Floodplain Ordinance, Zoning Ordinance, Subdivision Regulations

The city's floodplain ordinance, zoning ordinance, and subdivision regulations were last updated in 2015 and outline where and how development should occur in the future. These documents discourage development in the floodplain, limit population density in the floodplain, identify floodplain areas as parks and open space, and include well set back requirements. These documents will be updated in 2022.

The city also has a stormwater ordinance which was written and approved in 2001. The ordinance requires new developments to retain surface water volume and limit runoff from new developments to its pre-developed 5-year rate during the 25-year storm event. The city is also affected by the National Pollutant Discharge Elimination System (NPDES) Phase II requirements and municipal separate storm sewer system (MS4) requirements.

Scotts Bluff County Local Emergency Operations Plan (2020)

The City of Scottsbluff is an annex in the Scotts Bluff County Local Emergency Operations Plan (LEOP). The LEOP establishes standardized policies, plans, guidelines, and procedures for emergency resources and governmental entities to respond and recover when a disaster event occurs. It contains information regarding direction and control, communications and warning, damage assessment, emergency public information, evacuation, fire services, health and human services, law enforcement, mass care, protective shelters, and resource management. This plan is updated every five years.

Stormwater Management Plan (2017)

A stormwater management plan (SWMP) describes the best practices to be implemented to minimize the discharge of pollutants into the storm drain system. The Stormwater Management Plan (SWMP) identifies hazards and mitigation possibilities. The SWMP includes regular map updates and regular inspections of outfalls and the Scottsbluff Drain. Additionally, the plan established procedures for illicit discharge detection and elimination, retention/detention requirements for new development, as well as the incorporation of green infrastructure on municipal property.

Wildcat Hills Community Wildfire Protection Plan (2021)

The Nebraska Forest Service updated the Wildcat Hills Community Wildfire Protection Plan (CWPP), which includes Scotts Bluff County. The purpose of the CWPP is to help effectively manage wildfires and increase collaboration and communication among organizations who manage fire. The CWPP discusses county specific historical wildfire occurrences and impacts, identifies areas most at risk from wildfires, discusses protection capabilities, and identifies wildfire mitigation strategies. This document is updated every five years.

Historical Occurrences

See the Scotts Bluff County community profile for historical hazard events.

Hazard Prioritization

For additional discussion regarding area-wide hazards, please see *Section Four: Risk Assessment.* The hazards discussed in detail below were selected by the local planning team

from the regional hazard list as the relevant hazards for the jurisdiction. The selected hazards were prioritized by the local planning team based on historical hazard occurrences, potential impacts, and the community's capabilities.

Drought
Drought is common for the entire planning area, and Scottsbluff experienced an extreme drought (D3) in 2020, where the community only received eight Inches of rain all year. During past drought events the city's water supply has been sufficient to meet demand. Two wells have had high nitrates in the past, but both have been taken out of service. During a severe drought or higher, the City of Scottsbluff implements a voluntary water conservation program. The city also has ordinances that cover native plantings and irrigation limits.

In an effort to educate the public on drought and drought resilient landscaping techniques, the City of Scottsbluff posts tips on social media. The city has also encouraged the planting of rain gardens or displays of native plantings on city property. In late April 2021, Scottsbluff will install a rain garden in one of the downtown public parking lots, thus having over half of the city's public parking lots served by a rain garden. Furthermore, the city has worked to remove impervious surfaces where practical to reduce unnecessary runoff. The City of Scottsbluff uses the United States Drought Monitor to monitor the current status of drought in the area. While the city does not have a drought response plan, they are a stakeholder and participant in the North Platte NRD 2017 Drought Plan.

Flooding
Flooding, both riverine and flash flooding, are a major concern for the City of Scottsbluff as the city sits at the confluence of the North Platte River, Scottsbluff Drain, and Winters Creek. The North Platte River divides the City of Scottsbluff from the City of Terrytown and City of Gering to the south. Scottsbluff Drain bisects the northern portion of the city with a drainage way which runs along Highway 26 and south along 13th Avenue to reach the river. Winters Creek is to the east between the city and the Western Nebraska Regional Airport and encompasses primarily agricultural land. As a growing community, intense rainfall or snowmelt can surpass the capabilities of the city's stormwater management system. The majority of flooding is a result of riverine flooding, however storm sewers occasionally back up onto roadways depending on water levels. The city participates in the Community Rating System (CRS) program as a way to actively manage development in flood prone areas and reduce flood insurance premiums for city residents. Areas within the floodplain of Scottsbluff include residential, commercial, recreational, industrial, and agriculturally zoned land.

As of summer 2021, only paper maps are available for Scottsbluff along the North Platte River. The current effective flood maps for the city are dated June 15, 1979. The Nebraska Department of Natural Resources (NeDNR) has identified the county as a Flood Awareness Area. Flood Awareness Areas are floodplain boundaries that are produced by NeDNR which can be used as "best available data" for communities involved in a current mapping project, those that do not have regulatory floodplain boundaries, or those that have outdated floodplain information. The city is not included in any Flood Risk Reports. A level 1 HAZUS analysis was used to evaluate flood risk hazard areas along the North Platte River. Specifically, the reports detail drainage issues found throughout the city and available stormwater capacity. Other reports and resources used to evaluate flood risk in the City of Scottsbluff include:

- September 30, 2018. Hydraulic modeling and Flood inundation mapping of North Platte River at Scottsbluff. U. S. Geological Survey (USGS). (Stream Gauge and Interactive Map)
- September 8, 2014. *North Platte River Floodplain Evaluation and Floodway Mitigation*, Anderson Consulting Engineers (ACE)
- January 25, 2006. *City of Scottsbluff Nebraska North Platte River Floodplain Assessment,* Anderson Consulting Engineers, INCE (ACE)
- June 2004. *Scottsbluff Drain Flood Routing and Capacity Analysis Engineering Report*, M.C. Schaff & Associates
- January 1998. *Scottsbluff Master Plan Update Supplemental Information.* Baker & Associates.
- November 12, 1997. *Scottsbluff Drain Master Plan Update,* Baker & Associates.
- 1978 *Storm Sewer Study of the Scottsbluff Drain*, M.C. Schaff & Associates
- February 1975, *Flood Plain Information Report for the North Platte River Scottsbluff, Nebraska,* Omaha District of the U.S. Army Corps of Engineers (USACE)

The Scottsbluff Drain has been a primary flood control structure of concern for the city and has undergone numerous studies to evaluate its flood protection capabilities. The drain was originally constructed to drain agricultural areas lying northwest of the city which experienced high groundwater tables and intercept runoff from irrigation or storm events. Figure 5 indicates problem areas identified by the city during the assessments listed above. There are two detention ponds in the Scottsbluff Drain drainage basin – one by the Sykes development and one within the open channel portion of Scottsbluff Drain off Highway 26. Control structures are also located at Sykes Pond and as a series of outlets on the north and south side of Highway 26 at 13th Avenue. The 2004 report *Scottsbluff Drain Flood Routing and Capacity Analysis* noted the existing drain configuration in Scottsbluff is adequate to handle the existing 10-year, 24-hour storm event without producing any significant flooding. However, as the city continues to grow the drain will continue to receive additional flows and additional projects may be needed.

The 2006 *City of Scottsbluff Nebraska North Platte River Floodplain Assessment* by Anderson Consulting identified 14 obstructions (including structures and fill) that may impact the existing 100-year water surface elevations. These obstructions indicate that the 100-year water surface elevations may be increased by as much as 1 foot in some areas as a result of encroachments in the regulatory floodway since the completion of the effective FIS. This increase may impact portions of the City of Gering, the Village of Terrytown, Scotts Bluff County, and up to 100 or more structures in the city itself.

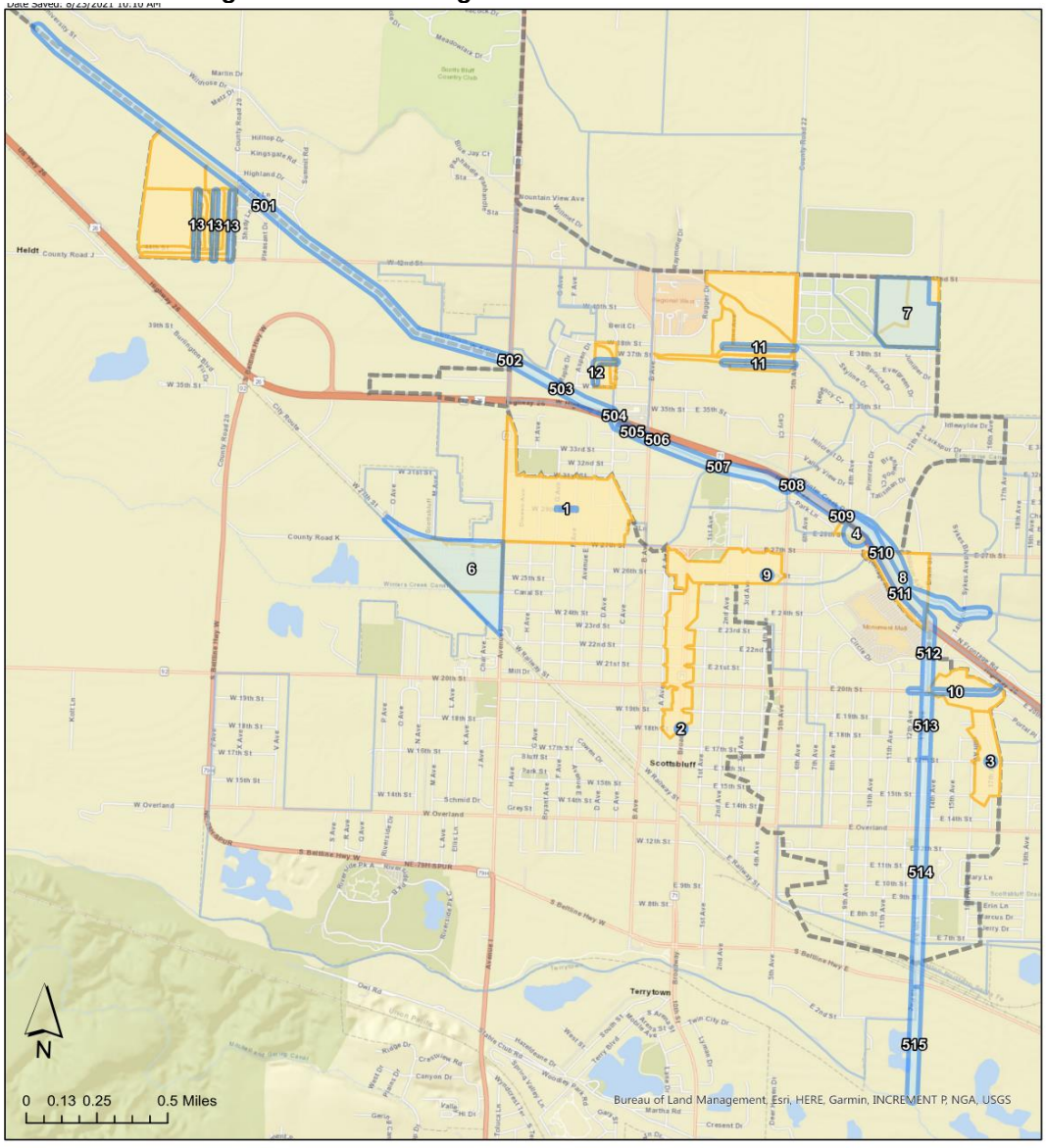
Lastly, the 2014 *North Platte River Floodplain Evaluation and Floodway Mitigation* report by Anderson Consulting noted the following observations:

- During the 100- and 500-year flood events, a split occurs upstream of the State Highway 92 Bridge, creating the Winters Creek Canal Overflow Path (OFP). Previous studies have determined that Overland Drive and the Beltline Highway are the ground features that divide flooding along the Winters Creek Canal OFP from flooding associated with the main channel of the North Platte River. The Winters Creek Canal OFP converges with the main channel upstream of Avenue I. Discharges along the main channel of the North Platte River were reduced based on the Winters Creek Canal OFP.
- A one-foot floodway was developed for the main channel through the City of Scottsbluff. A one-foot floodway was not developed for the Winters Creek Canal Overflow Path. The Winters Creek Canal Overflow Path discharges were returned to the main channel during the encroached floodway run.

- The right bank floodway delineation shown on the Effective workmap (see Sheet 1A) between Cross Section 29:885000 and Cross Section 28:887000 abruptly turns back towards the main channel. It is unclear if this floodway line was delineated to follow a landscape feature such a berm or embankment, but the floodway analysis and delineation in this area should be checked for accuracy and to make sure it is consistent with FEMA's current floodway delineation criteria.
- The left bank floodway shown on the Effective workmap (see Sheet 1B) between Cross Section 22.2:892075 and Cross Section 22.4:892125 was delineated through the Avenue I road embankment even though it appears that this portion of the road embankment will not be overtopped during a 100-year event. Since the Avenue I road embankment and bridge were being constructed at the same time the effective FIS was published, it is unclear if the Effective floodway analysis and delineation properly accounted for the construction of the bridge and the road embankments in the overbanks. The floodway analysis and delineation in the vicinity of the Avenue I Bridge should be checked for accuracy and to make sure it is consistent with FEMA's current floodway criteria.
- Bridge crossings at State Highway 71/Broadway Avenue and Avenue I were incorporated into the hydraulic models for the FIS. The existing bridge crossings at 21st Avenue and the Heartland Expressway (State Highway 71 bypass) were not incorporated into the Effective models as they were constructed after the FIS had been published.
- Emergency levees were constructed by the USACE in the City of Scottsbluff, during the 1971 flooding, on the left overbank at the upstream end of the study reach. The USACE's levees are not accredited with providing 100-year protection.
- Local interests in the Village of Terrytown have constructed a levee between State Highway 71 and the Union Pacific Railroad according to the Village of Terrytown FIS. The Village of Terrytown FIS also indicates that the Terrytown levee does provide protection from flooding up to the 100-year event. The Effective Village of Terrytown FIRM panel (Panel No. 3102070001B) suggests that the levee is providing some level of protection during the 100-year event. However, the FIRM also indicates that Terrytown will be inundated by 100-year floodwaters from its unprotected east side over State Highway 71.

The report also suggested two mitigation alternatives to help bring the city's North Platte River floodplain and floodway into compliance with FEMA's and the State of Nebraska's floodplain rules and regulations. These were to flatten the slope in the southwest corner of fill embankment at Avenue I; and to remove an encroachment, regrade properties, and lower the left channel bank along Second Street to allow effective flows to be conveyed in the overbank during a 100-year event.

Figure SBF.5: Drainage Area Problems in Scottsbluff



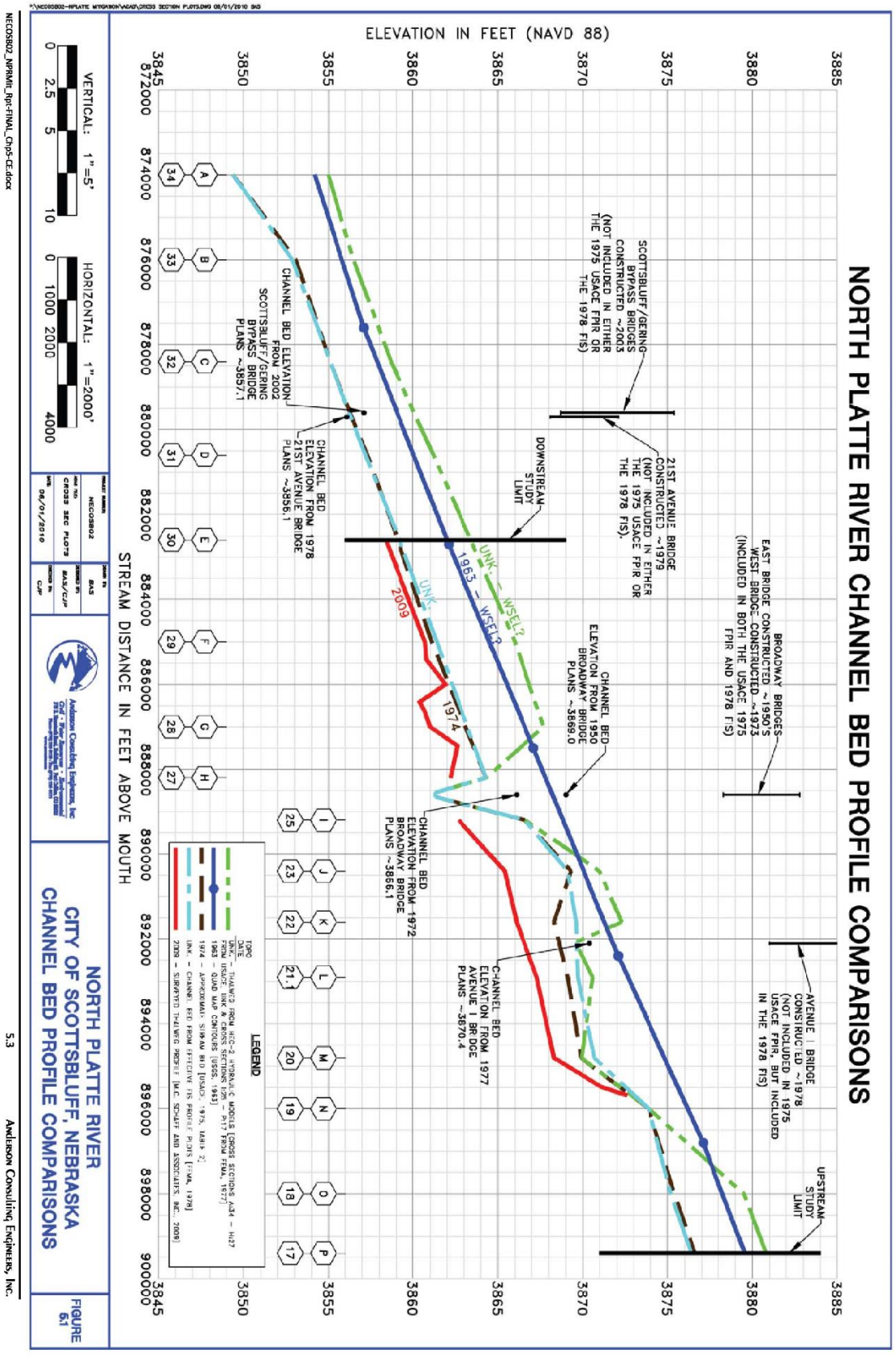
Problem Areas Storm Water | Drainage SubBasin Area 05 | Drainage SubBasin Not Included | Drainage SubBasin SubArea

MapID	Location	Problem	ProblemYear	AreaShapeSF
1	Avenue F-G and 29th Street	Flooding Intersections, sits in a hole	7/21/2020	22,669
2	Broadway - 18th Street	Undersized piping and increase in impervious areas	7/21/2020	31,416
3	17th and 17th	Scottsbluff Drain under capacity	7/21/2020	31,416
4	8th Avenue and Hwy 26	Undersized piping under Highway 26	7/21/2020	191,546
5.01	Scottsbluff Drain	Undersized piping	7/21/2020	2,208,795
5.02	Scottsbluff Drain	Undersized piping	7/21/2020	30,010
5.03	Scottsbluff Drain	Undersized piping	7/21/2020	412,608
5.04	Scottsbluff Drain	Undersized piping	7/21/2020	59,207
5.05	Scottsbluff Drain	Undersized piping	7/21/2020	116,368
5.06	Scottsbluff Drain	Undersized piping	7/21/2020	25,287
5.07	Scottsbluff Drain	Undersized piping	7/21/2020	527,867
5.08	Scottsbluff Drain	Undersized piping	7/21/2020	58,747
5.09	Scottsbluff Drain	Undersized piping	7/21/2020	391,012
5.10	Scottsbluff Drain	Undersized piping	7/21/2020	34,125
5.11	Scottsbluff Drain	Undersized piping	7/21/2020	274,883
5.12	Scottsbluff Drain	Undersized piping	7/21/2020	311,929
5.13	Scottsbluff Drain	Undersized piping	7/21/2020	246,725
5.14	Scottsbluff Drain	Undersized piping	7/21/2020	885,455
5.15	Scottsbluff Drain	Undersized piping	7/21/2020	445,960
6	Simplot Area West limits near tracks	No drainage system and unpaved streets	7/21/2020	1,832,108
7	Hilltop Subdivision	Undersized detention pond	7/21/2020	1,439,657
8	Winters Creek Irrigation next to mall	Leaky concrete pipe	7/21/2020	724,744
9	4th Avenue and 26th Street	Backwater from undersized system	7/21/2020	31,416
10	East 20th Street near TEAM	Quantity issue from Scottsbluff Drain	7/21/2020	175,912
11	West end of 37th and 38th Street		7/21/2020	278,463
12	Lincoln Court and Alley running south to 36th		7/21/2020	87,803
13	Ken Dill Subdivision, North of 42nd Street including Cottonwood, Birch, Apple Avenues		7/21/2020	412,023

Scottsbluff Storm Water Drainage Problem Areas

MCS FAMILY OF COMPANIES
Engineering Firm | Environmental Consulting Group

Figure SBF.6: North Platte River Channel in Scottsbluff



The city has experienced several major flood events on record. The following history of flooding in Scottsbluff is primarily taken from the NCEI Storm Events Database and the City of Scottsbluff, Nebraska Flood Insurance Study dated December 1978. No events reported any injuries or fatalities due to flooding in Scottsbluff.

- 1997 Flash Flood: Widespread flash flooding then flooding with crop, road and bridge damage. All county roads were closed from 1900 MST 6/2/97 until 0500 MST 6/3/97. Minor to heavy silt damage was recorded on 40% of county roads. This event caused $500,000 in property damages across the county.
- 1998 Flood: A thunderstorm moved through Scottsbluff and dropped 1 to 2 inches of rainfall in the area. Urban flooding was reported by the local law enforcement agency.
- 2008 Flash Flood: Heavy rains caused some flooding of basements in about 9 homes, as well as washed out a few county roads. Severe thunderstorms produced hail, strong winds and some flash flooding over parts of the western Nebraska panhandle. This event reported $30,000 in property damages.
- 2009 Flash Flood: Thunderstorms, some severe, produced flash flooding and a few tornadoes over parts of the southern Nebraska panhandle. Heavy rainfall washed out some county roads around Scottsbluff as well as flooded some buildings at the campus of Western Nebraska Community College. This event reported $50,000 in property damages.
- June 2011 Flash Flood: Strong thunderstorms produced severe weather and heavy rain which led to flash flooding. Water was running fast on roads at Western Nebraska Community College. Several roads flooded and closed in and around Scottsbluff. Intersection of 5th and Overland closed due to 6 to 7 inches of water. Water 4 to 6 inches deep covering 5th Ave.
- May 2018 Flash Flood/Flood: Persistent, heavy rain producing storms moved across the western Nebraska Panhandle early in the morning of the 19th impacting portions of northern Kimball to Scotts Bluff Counties. Numerous roads across Gering in Scotts Bluff County were barricaded off to traveling vehicles due to high waters including Highway 92 and 71. Heavy rains inundated the storm drains in downtown Scottsbluff causing roadways to flood. Numerous streets across downtown Scottsbluff were covered with water due to recent heavy rainfall.
- July 2018 Flash Flood: Thunderstorms produced large hail, damaging winds, and torrential rainfall across northern and central portions of the Nebraska Panhandle. Two inches of rain in 30 minutes caused flash flooding throughout downtown Scottsbluff. Several intersections were inundated with over a foot of water.

The frequency and severity of flooding in Scottsbluff has diminished since the 1970s due to the construction of several dams, reservoirs, and other structural flood risk reduction structures. While flooding events typically occur between March and October, summertime snowpack melting typically leads to the greatest annual discharges in the river. Ice jams are also of primary concern for the city on the North Platte River during the early spring months.

According to the local planning team, the last major flooding event occurred in 1971. The NCEI did not report any records during this event. In 2019, the city experienced minor flooding events. Local events typically result in flooding in southwest Scottsbluff. The community has worked to prevent lasting impacts from flooding events by encouraging development outside of the floodplain, as well as encouraging the purchase of flood insurance, 109 properties have flood insurance as of April 2021. The policies total $20,212,600 in coverage. Scottsbluff has purchased flood prone properties and demolished structures on the properties. The City of Scottsbluff is a

CRS community and currently working on recertification to further help reduce and avoid flood damage to insurable property and build on the existing floodplain management protocols. Additionally in 2015, a stream gauge was installed at the Avenue I bridge which was funded by the City of Scottsbluff, City of Gering, City of Terrytown, and Scotts Bluff County.

During a flood event, Scottsbluff most frequently sees flooding in Riverside Park and the southwest quadrant of the city due to the adjacency to the North Platte River. Roadways which frequently flood are Avenue F, 17th Street, and 20th Place. Flooding is and will continue to be a hazard of top concern for the city with widespread impacts. Local vulnerabilities and potential impacts have been summarized below.

Life
Persons in the city who work, live, or play in flood risk hazard areas are at risk during flood events. Employees of businesses located within the floodplain are at risk if proper notification systems are not in place or evacuation routes are blocked. Specific concerns exist for residents who may live or work in Terrytown or Gering and commute to Scottsbluff, or vice versa. Residential areas in flood risk hazard areas put residents and their families at risk. No injuries or fatalities have been reported in the City of Scottsbluff from past flood events.

Health and Safety
Contact with flood waters can pose health and safety concerns as flood water is commonly contaminated by bacteria and/or viruses. This is of particular concern when floodwaters travel from or through heavily agricultural areas such as along Winters Creek and the North Platte River west of the city. Additionally, during flood events, injuries or threats to resident health and safety can occur when people attempt to drive through floodwaters (hidden debris or washouts). The city does not have publicly available evacuation plan; however, the city and county emergency management release information for flood specific evacuation orders via social media, the city website, and local news media.

Buildings and Building Damage
Infrastructure and property damages are a common concern for communities during flood events. Parcel data for the City of Scottsbluff was evaluated for overlap with flood risk hazard areas. Approximately 7% of improvements (structures located on parcels) are located within the floodplain.

A HAZUS analysis of the city for building counts and types of buildings damaged noted that approximately 378 buildings would sustain up to significant damage with total damage estimates ranging past $60 million.

Repetitive Losses
According to FEMA and NeDNR as of July 2021, the City of Scottsbluff has no repetitive loss or severe repetitive loss properties. Scottsbluff participates in the NFIP program and has 117 policies in-force for $21,684,800. There have been 42 reported total loss claims for the city which have a total of $106,888 paid out.

The Future
Flood events are likely to continue into the future and impacts will be exacerbated by climate change. Worsening climate change conditions may cause more frequent and more severe hazard type events and/or cause undue stress and pressure on flood management resources. The city has identified the need to limit development in the floodplain and all future developments must go through a permitting process.

Flooding from Dam Failure
Flooding impacts from dam failure events is unlikely as there are no dams identified directly upstream from the City of Scottsbluff. Two high hazard dams are located in the far northern reach of Scotts Bluff County, Lake Alice Upper Dam and Lake Alice Lower Dam. However, if these dams were to fail it is not likely that the city would experience negative impacts. The city does not have high concerns regarding the integrity of the dams or performance, specifically these high hazard dams as they are owned and maintained by the Bureau of Reclamation. The Scotts Bluff County LEOP noted the county could be affected by failure of the Grayrocks and Guernsey dams located in eastern Wyoming. While potential inundation areas are primarily agricultural, damage to public property and potential evacuation of portions of Scottsbluff are concerns.

Dams throughout the county, as well as their hazard level, can be viewed on the Nebraska Department of Natural Resource's Dam Inventory map (https://dnr.nebraska.gov/dam-safety).

Flooding from Levee Failure
Levee failure was not identified as a hazard of concern as there are no levees which directly provide flood risk reduction for the City of Scottsbluff or upstream of the city. One non-USACE owned levee system is located south of the city and provides protection to the City of Terrytown. This structure provides some protection to 284 residents, 70 buildings, and property valued at $18.9 million. The risk data was developed by USACE and taken from the NLD – for more information visit https://levees.sec.usace.army.mil/#/.

Severe Thunderstorms (includes Hail)
Thunderstorms are common in the entire planning area as a whole. Recent events have affected Scottsbluff in August 2019, which resulted in baseball and golf ball sized hail. According to the local planning team, typical power outages last between two and three hours. The community has worked to mitigate the effects of lasting impacts of prolonged power outages by ensuring that all nursing homes in Scottsbluff have a backup generator. Often, severe thunderstorms include high winds, which may be hazardous with trees present.

Hail often compounds the problem of flooding in Scottsbluff, because the hailstones clog storm sewers, and tend to make flooding on roadways even worse. To prevent this issue from continuing, the city has started to use snowplows to clear roadways, and storm grates. Scottsbluff residents have repeatedly needed to replace asphalt shingles with rubber roofs, and tin roofing. Roof construction waste has become such an issue that the local landfill has stopped accepting shingles because they produce so much waste. To prevent lasting impacts from hail events, residents and car dealerships have installed carports and shelters to protect vehicles from future hail events.

Mitigation Strategy

Completed Mitigation Actions

MITIGATION ACTION	IMPROVE SNOW/ICE REMOVAL PROGRAM/ SNOW FENCE
DESCRIPTION	Revise and improve the snow and ice removal program for streets. Revisions should address situations such as plowing snow, ice removal, parking during snow and ice removal, and removal of associated storm debris.
HAZARD(S)	Severe Winter Storms

STATUS	Completed. The Transportation Department has purchased additional snow fences to replace existing snow fence and to install snow fences in new locations. Staff revamped the snow route map and plan adding tertiary routes to the existing primary and secondary routes. The city uses emergency snow route notifications through press releases to the media to encourage the removal of vehicles from the primary routes.

MITIGATION ACTION	**PARCEL LEVEL EVALUATION OF FLOOD PRONE PROPERTIES**
DESCRIPTION	Conduct a study examining parcels located in flood prone areas and identify mitigation measures that can reduce future impacts.
HAZARD(S)	Flooding
STATUS	Completed

MITIGATION ACTION	**TREE INVENTORY**
DESCRIPTION	Create a tree inventory to identify problem trees that lose or drop branches.
HAZARD(S)	Severe Thunderstorms, Severe Winter Storms, Tornadoes and High Winds
STATUS	Completed. The tree inventory of Scottsbluff has been completed and is available on the city's website via partnership with the Nebraska Forest Service.

Continued Mitigation Actions

CRS Related Mitigation Actions

The local planning team met to discuss a wide range of possible mitigation activities that the city could include in the HMP to improve flood resiliency. As required for Activity 510 *Floodplain Management Planning* for consideration of CRS points, the discussion included activities that are currently implemented or ongoing that should be added to this HMP as well as activities that were not selected as they were either inappropriate for the community or not feasible. As part of the CRS process, the local planning team for the City of Scottsbluff identified mitigation strategies to address the six categories of mitigation actions. These actions and subsequent descriptions of each are listed below:

Categories of Floodplain Management:

- Preventative Measures
  - Community Wide Master Plan to Prioritize Flood Related Projects
  - Drainage Study/Stormwater Master Plan
  - Catch Basin Maintenance and Cleaning Program
- Property Protection
  - Community Rating System
  - Flood-prone Property Acquisition
  - Facility Floodproofing
  - Stabilize/Anchor Fertilizer, Fuel and Propane Tanks and Secure At-Risk Development
- Natural Resource Protection
  - Open Space Preservation
- Emergency Services
  - Emergency Communication
- Structural Flood Control Projects
  - Stormwater System and Drainage Improvements
- Public Information
  - Public Library Resources

Continued Mitigation Actions

MITIGATION ACTION	ALERT SIRENS
DESCRIPTION	Perform an evaluation of existing alert sirens in order to determine sirens which should be replaced or the placement of new sirens.
HAZARD(S)	All hazards
ESTIMATED COST	$120,000
FUNDING	City General Fund
TIMELINE	2-5 years
PRIORITY	High
LEAD AGENCY	Emergency Management
STATUS	In Progress. Existing alert sirens are being continually evaluated to ensure functionality.

MITIGATION ACTION	COMMUNITY RATING SYSTEM
DESCRIPTION	Participating in the CRS - part of the NFIP - can provide a movement for the community to undertake a number of projects designed to increase the flooding mitigation efforts.
HAZARD(S)	Flooding

CATEGORY OF FLOODPLAIN MANAGEMENT	Property Protection
ESTIMATED COST	$5,000
FUNDING	Development Services
TIMELINE	2-5 years
PRIORITY	Medium
LEAD AGENCY	Development Services, Floodplain Administrator
STATUS	In Progress. The City of Scottsbluff is presently working on recertification.

MITIGATION ACTION	**COMMUNITY WIDE MASTER PLAN TO PRIORITIZE FLOOD RELATED PROJECTS**
DESCRIPTION	Identify potential flooding sources and flood-vulnerable areas. Explore solutions and prioritize.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Preventative Measures
ESTIMATED COST	$2,000
FUNDING	Emergency Management, Development Services
TIMELINE	2-5 years
PRIORITY	High
LEAD AGENCY	Emergency Management, Development Services, Floodplain Administrator
STATUS	Not Started. The City of Scottsbluff is awaiting the latest release of the FIRM mapping data. Once this data is received, the master plan of flood related projects will be amended.

MITIGATION ACTION	**DRAINAGE STUDY/ STORMWATER MASTER PLAN**
DESCRIPTION	Preliminary drainage studies and assessments can be conducted to identify and prioritize design improvements to address site specific localized flooding/drainage issues to reduce and/or alleviate flooding.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Preventative Measures
ESTIMATED COST	$10,000-$100,000
FUNDING	Stormwater fund, NP NRD
TIMELINE	1 year
PRIORITY	High
LEAD AGENCY	Stormwater Department
STATUS	Not Started

MITIGATION ACTION	**EMERGENCY COMMUNICATION**
DESCRIPTION	Establish an action plan to improve communication between agencies to better assist residents and businesses during and following

	emergencies. Establish inter-operable communications to improve coordination efforts prior to and during evacuation.
HAZARD(S)	All hazards
ESTIMATED COST	$1,000,000
FUNDING	Interlocal Agreement Funds
TIMELINE	5+ years
PRIORITY	High
LEAD AGENCY	Region 22 Emergency Management
STATUS	Planning Stage. Preliminary pricing has been obtained and all stakeholders have been meeting to develop a plan. This will affect all county-wide emergency response agencies.

MITIGATION ACTION	**ESTABLISH FORMAL DROUGHT RESPONSE PROTOCOLS**
DESCRIPTION	Establish a response protocol for times of drought. This may include but is not limited to: lawn watering restrictions, requirements for water intensive businesses (i.e. car washes, golf courses, etc.) responses for local facilities (swimming pools) public fountains, etc.
HAZARD(S)	Drought
ESTIMATED COST	$3,000
FUNDING	Development Services
TIMELINE	2-5 years
PRIORITY	Medium
LEAD AGENCY	Stormwater/ Public Works
STATUS	Planning Stage. The city will designate staff members to monitor drought conditions and facilitate execution of the NPNRD Community Drought Plan.

MITIGATION ACTION	**FLOOD-PRONE PROPERTY ACQUISITION**
DESCRIPTION	Voluntary acquisition and demolition of properties prone to flooding will reduce the general threat of flooding for communities. Additionally, this can provide flood insurance benefits to those communities within the NFIP. Repetitive loss structures are typically highest priority.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Property Protection
ESTIMATED COST	$1,100,000
FUNDING	Water & Wastewater funds
TIMELINE	5+ years
PRIORITY	Medium
LEAD AGENCY	Floodplain Manager
STATUS	In Progress. Properties along North Platte River have been purchased and graded. Scottsbluff will work to continue evaluating floodplain properties and keep acquisition and demolition as a possible option for mitigation. Additionally, properties along the Scotts Bluff Drain have been purchased and demolished to increase drain capacity. The city will purchase additional properties along the drain to continue with this goal.

MITIGATION ACTION	FACILITY FLOOD PROOFING
DESCRIPTION	Explore the possibility of flood proofing for facilities which fall within 1% annual flood inundation areas.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Property Protection
ESTIMATED COST	$1,000 - $5,000 per facility
FUNDING	Water/Wastewater
TIMELINE	5+ years
PRIORITY	Medium
LEAD AGENCY	(Water/Wastewater) Public Works
STATUS	Planning Stage. The city is in the process of identifying cost-efficient manners to flood proof city facilities in the floodplain.

MITIGATION ACTION	HAZARDOUS TREE REMOVAL
DESCRIPTION	Identify and remove hazardous limbs and/or trees.
HAZARD(S)	Severe Thunderstorm
ESTIMATED COST	$25,000
FUNDING	City General Fund
TIMELINE	2-5 years
PRIORITY	Medium
LEAD AGENCY	Streets Department, Certified Arborist
STATUS	In Progress. The Transportation Division, Sanitation Division, and Park and Recreation Department remove storm debris from right-of-ways, streets, and city owned property. The same departments will assist property owners within city limits with disposal of storm debris if the debris is brought to the curb within a certain amount of time after the storm event. Staff reports hazardous trees to code enforcement throughout the year so the property owner can be notified to remove it. Hazardous trees on city property are removed by city staff.

MITIGATION ACTION	SAFE ROOMS
DESCRIPTION	Assess, design, and construct fully supplied safe rooms in highly vulnerable urban and rural areas such as mobile home parks, campgrounds, schools, and other such areas throughout the planning area. Assess the adequacy of current public buildings to be used as safe rooms. Construct safe rooms in areas of greatest need, either as new construction or retrofitting.
HAZARD(S)	Tornadoes, and High Winds
ESTIMATED COST	$200-$300/sq. ft. stand alone, $150-$200/sq. ft. addition/retrofit
FUNDING	City General Fund
TIMELINE	5+ years
PRIORITY	Medium
LEAD AGENCY	Emergency Management
STATUS	Not Started. The effort to encourage the construction of storm shelters in highly vulnerable areas and city facilities has been renewed.

MITIGATION ACTION	STABILIZE/ANCHOR FERTILIZER, FUEL AND PROPANE TANKS AND SECURE AT-RISK DEVELOPMENT
DESCRIPTION	Anchor fuel tanks to prevent movement. If left unanchored, tanks could present a major threat to property and safety in a tornado or high wind event. "Tie downs" can be used to anchor manufactured homes to their pads or concrete foundations
HAZARD(S)	Tornadoes and High Winds, Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Property Protection
ESTIMATED COST	$1,000+
FUNDING	Utility Fees
TIMELINE	2-5 years
PRIORITY	Low
LEAD AGENCY	Fire Department
STATUS	Planning Stage. Due to staffing shortage, implementation has been limited. Future plans include incorporating this into the building and zoning code.

MITIGATION ACTION	STORM WATER SYSTEM AND DRAINAGE IMPROVEMENTS
DESCRIPTION	These improvements can serve to move effectively convey runoff within cities and towns, preventing interior localized flooding. May also reduce the risk of illness/ disease by eliminating standing water. Current goal focuses on expansion or daylighting of current large drainage areas, reduction of impervious areas where feasible and collaborating on private stormwater facilities to work in conjunction with the city's drainage system.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Structural Flood Control Projects
ESTIMATED COST	$10,000 to $100,000
FUNDING	Water/Wastewater funds, Stormwater fund
TIMELINE	5+ years
PRIORITY	Medium
LEAD AGENCY	Stormwater Department, Public Works
STATUS	Not Started

New Mitigation Actions – 2021 Plan

MITIGATION ACTION	IDENTIFY FIXED-FACILITY SITES WITH HAZARDOUS MATERIALS, WORK TO PURSE CORRECTIVE ACTION IN ACCORDANCE WITH ADOPTED CODES
DESCRIPTION	The City of Scottsbluff has a number of known and unknown non-permitted hazardous materials storage sites. The project includes inspections/inspectors as a means to identify the sites to pursue remediation.
HAZARD(S)	Hazardous Materials – Fixed Site, Drought, Flooding, Severe Storms
ESTIMATED COST	$70,000
FUNDING	Fire Department Budget

TIMELINE	2-5 Years
PRIORITY	Medium
LEAD AGENCY	Stormwater/Public Works, Fire Department
STATUS	New Action. Not Started.

MITIGATION ACTION	**CATCH BASIN MAINTENANCE AND CLEANING PROGRAM**
DESCRIPTION	The Transportation Department utilizes GIS capabilities to plan and track the regular cleaning and maintenance of catch basins. This program helps prevent the back-up of storm water in the gutters and streets by removing debris that clogs the drains and pipes. The wastewater department assists when necessary with larger equipment such as a vacuum truck or camera van.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Preventative Measures
ESTIMATED COST	$10,000
FUNDING	Public Works Department Budget
TIMELINE	2-5 Years
PRIORITY	Medium
LEAD AGENCY	Wastewater Division and Transportation Division
STATUS	New Action. In Progress.

MITIGATION ACTION	**OPEN SPACE PRESERVATION**
DESCRIPTION	Expand and develop the campground located in the floodplain to maintain open space into the future.
HAZARD(S)	Flooding
CATEGORY OF FLOODPLAIN MANAGEMENT	Natural Resource Protection
ESTIMATED COST	$2 million
FUNDING	Unknown
TIMELINE	5+ years
PRIORITY	Low
LEAD AGENCY	Public Works, Parks and Recreation
STATUS	The city will be exploring options to maintain open space at the campground in 2022.

MITIGATION ACTION	**PUBLIC LIBRARY RESOURCES**
DESCRIPTION	Increase publicly available documents and resources at city library for household mitigation efforts and flood risk reduction.
HAZARD(S)	Flooding, All hazards
CATEGORY OF FLOODPLAIN MANAGEMENT	Public Information
ESTIMATED COST	$100
FUNDING	Stormwater Fund
TIMELINE	1 year

PRIORITY	Medium
LEAD AGENCY	Public Works – Stormwater Division
STATUS	Planned for 2021-2022 fiscal year and to be implemented annually thereafter.

Removed Mitigation Actions

MITIGATION ACTION	**BACKUP GENERATORS**
DESCRIPTION	Provide a portable or stationary source of backup power to redundant power supplies
HAZARD(S)	Tornadoes and high winds, severe winter storms, severe thunderstorms
STATUS	Removed. This project is no longer needed as generators and stand-by engines are already present at some wells.

MITIGATION ACTION	**BURY POWER LINES AND SERVICE LINES**
DESCRIPTION	Work with local Public Power Districts or electric department to identify vulnerable transmission and distribution lines and plan to bury lines underground or retrofit existing structures to be less vulnerable to storm events. Electrical utilities should be required to use underground construction methods where possible for future installation of power lines.
HAZARD(S)	Severe Thunderstorms, Severe Winter Storms, Tornadoes and High Winds
STATUS	Remove. This project is not economically feasible at this time.

MITIGATION ACTION	**FIRM MAPPING**
DESCRIPTION	Develop digital FIRM maps for regulatory use.
HAZARD(S)	Flooding
STATUS	Removed. This project will be completed by FEMA.

MITIGATION ACTION	**NEW MUNICIPAL WELLS**
DESCRIPTION	Evaluate the need to install a new well to provide a safe backup water supply for the community, replace existing wells affected by drought, and additional water for fire protection.
HAZARD(S)	Drought
STATUS	Removed. NPNRD will not grant permits for new wells as the area is already over appropriated.

MITIGATION ACTION	**SHORT TERM RESIDENCY SHELTERS**
DESCRIPTION	Design and construct short term shelters for rural residents after damage from an event. These structures would not serve as FEMA approved safe rooms. The building could also be used for things such as short-term sheltering during a high heat event for those without A/C. The building is not intended to be used for long term recovery, such as long-term displacement from floods, fires, etc. The number of shelters needed depends on the size of the building, population, proximity to users, etc.

HAZARD(S)	All hazards
STATUS	Removed. This action is handled by Region 22 Emergency Management.

MITIGATION ACTION	**STREAM BANK STABILIZATION/ GRADE CONTROL STRUCTURES/ CHANNEL IMPROVEMENTS**
DESCRIPTION	Stream bed/grade stabilization improvements can serve to protect structures, increase conveyance, prevent down cutting, and provide flooding benefits more effectively.
HAZARD(S)	Flooding
STATUS	Removed. The city would like to focus on other mitigation actions.

MITIGATION ACTION	**WEATHER RADIOS**
DESCRIPTION	Conduct an inventory of weather radios at schools and other critical facilities and provide new radios as needed.
HAZARD(S)	All hazards
STATUS	Removed. Most city facilities have a weather radio. Action is not economically feasible for non-city facilities.

HAZARD MITIGATION PLANNING TEAM

NAME	TITLE	JURISDICTION
DAVID CHRISTIAN	Projects Coordinator	North Platte NRD
JOHN BERGE	General Manager	North Platte NRD
RON LEAL	Emergency Manager	Region 21 Emergency Management Agency
SCOTT SCHANEMAN	Assistant Manager	North Platte NRD
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***ADELE PHILLIPS**	Floodplain Mitigation Planner	NeDNR
***HEATHER THOLE**	Planning Specialist	NEMA

**Served in a consultant or advisory role.*

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ACS – American Community Survey
BRIC – Building Resilient Infrastructure and Communities
CDC – Centers for Disease Control and Prevention
CF – Cubic Feet
CFR – Code of Federal Regulations
COVID-19 – Coronavirus Disease 2019
CRS – Community Rating System
CWPP – Community Wildfire Protection Plans
CyanoHABs – Cyanobacterial Harmful Algae Blooms
DMA 2000 – Disaster Mitigation Act of 2000
EAB – Emerald Ash Borer
EAP – Emergency Action Plan
EPA – Environmental Protection Agency
ESL – English as Second Language
FBI – Federal Bureau of Investigation
FEMA – Federal Emergency Management Agency
FIRM – Flood Insurance Rate Map
FMA – Flood Mitigation Assistance Program
FR – FEMA's Final Rule
GIS – Geographic Information Systems
HMA – Hazard Mitigation Assistance
HMGP – Hazard Mitigation Grant Program
HMP – Hazard Mitigation Plan
HPSA – Health Professional Shortage Areas
HPRCC – High Plains Regional Climate Center
HRSA – Health Resources and Services Administration
JEO – JEO Consulting Group, Inc.
LEOP – Local Emergency Operations Plan
LGA – Liquid Gallons
MUA – Medically Underserved Areas
MUP – Medically Underserved Populations
NCEI – National Centers for Environmental Information
NDA – Nebraska Department of Agriculture
NDMC – National Drought Mitigation Center
NeDNR – Nebraska Department of Natural Resources
NEMA – Nebraska Emergency Management Agency
NFIP – National Flood Insurance Program
NFS – Nebraska Forest Service
NOAA – National Oceanic and Atmospheric Administration
NPI – Nonpharmaceutical Interventions
NRC – National Response Center
NWS – National Weather Service
PDSI – Palmer Drought Severity Index
PHMSA – U.S. Pipeline and Hazardous Material Safety Administration
Risk MAP – Risk Mapping, Assessment, and Planning
RMA – Risk Management Agency
SBA – Small Business Administration
SPIA – Sperry-Piltz Ice Accumulation Index
START – National Consortium for the Study of Terrorism and Responses to Terrorism
TORRO – Tornado and Storm Research Organization
NPNRD – North Platte Natural Resources District
USACE – United States Army Corps of Engineers
USDA – United States Department of Agriculture
USGS – United States Geological Survey
WHO – World Health Organization

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EXECUTIVE SUMMARY

Introduction

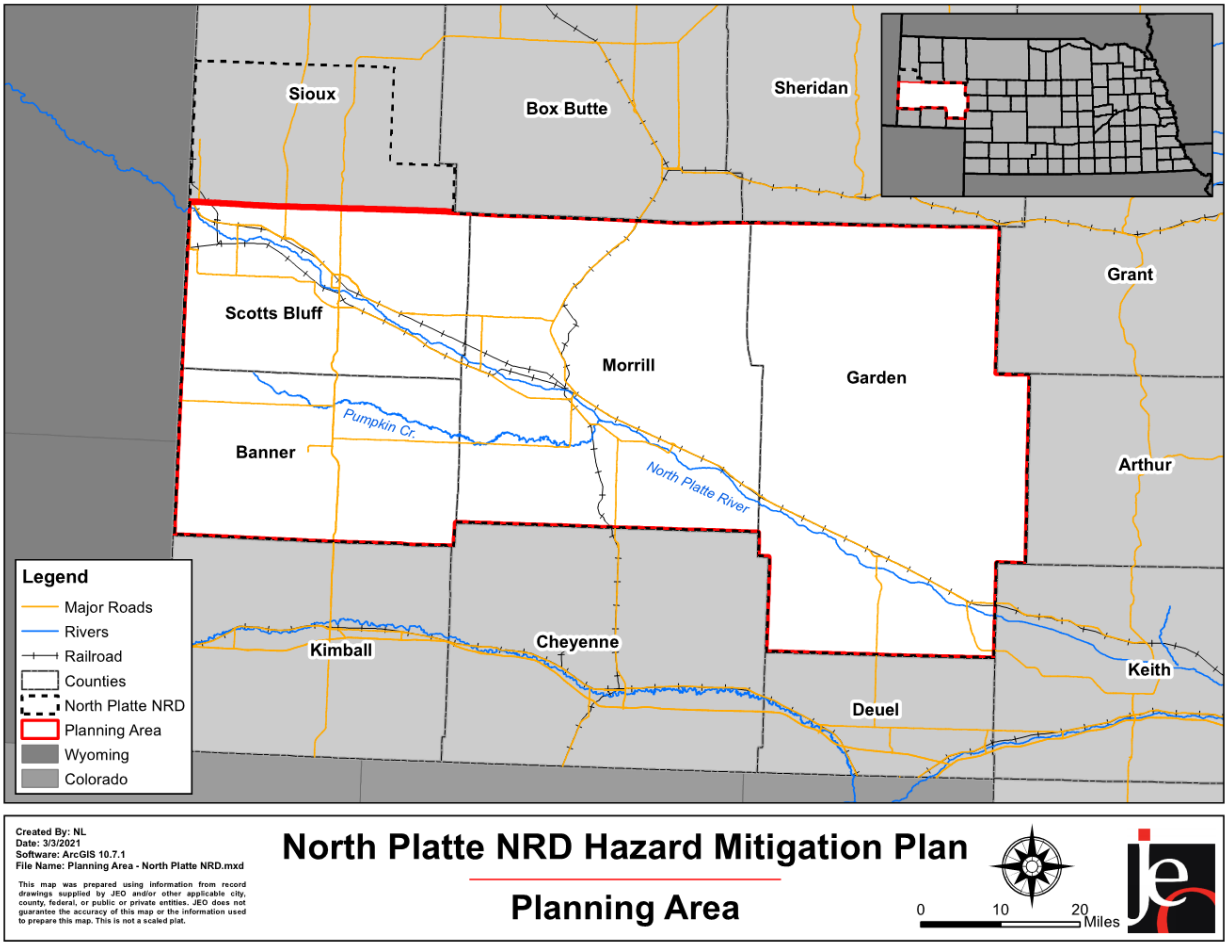
This plan is an update to the North Platte Natural Resources District (NPNRD) Hazard Mitigation Plan (HMP) approved in 2016. The plan update was developed in compliance with the requirements of the Disaster Mitigation Act of 2000 (DMA 2000).

Hazard mitigation planning is a process in which hazards are identified and profiled; people and facilities at-risk are identified and assessed for threats and potential vulnerabilities; and strategies and mitigation measures are identified. Hazard mitigation planning increases the ability of communities to effectively function in the face of natural and human-caused disasters. The goal of the process is to reduce risk and vulnerability, in order to lessen impacts to life, the economy, and infrastructure. Plan participants are listed in the following table and illustrated in the following planning area map.

Table 1: Participating Jurisdictions

PARTICIPATING JURISDICTIONS	
North Platte NRD	**Other Special Jurisdictions**
Region 21 Emergency Management	Banner County School District
Region 22 Emergency Management	Bayard School District
Banner County	Gering School District
Garden County	Minatare Public Schools
Village of Lewellen	Mitchell Public Schools
City of Oshkosh	Scottsbluff Public Schools
Morrill County	Western Nebraska Community College
City of Bayard	Western Nebraska Regional Airport
City of Bridgeport	Panhandle Public Health District
Village of Broadwater	Broadwater Fire District
Scotts Bluff County	Minatare/Melbeta Fire District
City of Gering	Alliance Irrigation District
Village of Henry	Bridgeport Irrigation District
Village of Lyman	Castle Rock Irrigation District
Village of McGrew	Enterprise Irrigation District
Village of Melbeta	Farmers Irrigation District
City of Minatare	Gering-Ft. Laramie Irrigation District
City of Mitchell	Hooper Irrigation District
City of Scottsbluff	Lisco Irrigation District
City of Terrytown	Midland-Overland Canal Company
	Minatare Mutual Canal and Irrigation Company
	Mitchell Irrigation District
	Northport Irrigation District
	Pathfinder Irrigation District

Figure 1: Project Area



Goals and Objectives

The potential for disaster losses and the probability of occurrence of natural and human-caused hazards present a significant concern for the jurisdictions participating in this plan. The driving motivation behind this hazard mitigation plan is to reduce vulnerability and the likelihood of impacts to the health, safety, and welfare of all citizens in the planning area. To this end, the Hazard Mitigation Planning Team reviewed and approved goals which helped guide the process of identifying both broad-based and community-specific mitigation strategies and projects that will, if implemented, reduce their vulnerability and help build stronger, more resilient communities.

Goals from the 2016 HMP were reviewed, and the Hazard Mitigation Planning Team agreed that they are still relevant and applicable for this plan update. Jurisdictions that participated in this plan update agreed that the goals identified in 2016 would be carried forward and utilized for the 2021 plan. The goals for this plan update are as follows:

Goal 1: Protect Health and Safety of Residents

Objective 1.1: Reduce or prevent damage to property or prevent loss of life or serious injury (overall intent of the plan).

Goal 2: Reduce Future Losses from Hazard Events
Objective 2.1: Provide protection for existing structures, future development, critical facilities, services, utilities, and trees to the extent possible.

Objective 2.2: Develop hazard-specific plans, conduct studies or assessments, and retrofit jurisdictions to mitigate for hazards and minimize their impact.

Objective 2.3: Minimize and control the impact of hazard events through enacting or updating ordinances, permits, laws, or regulations.

Objective 2.4: Reduce or eliminate economic impacts from hazards.

Goal 3: Increase Public Awareness and Education on the Vulnerability to Hazards
Objective 3.1: Develop and provide information to residents and businesses about the types of hazards they are exposed to, what the effects may be, where they occur, and what they can do to be better prepare for them.

Goal 4: Improve Emergency Management Capabilities
Objective 4.1: Develop or improve Emergency Response Plans, procedures, and abilities; increase the capability to respond.

Objective 4.2: Develop or improve Evacuation Plan and procedures.

Objective 4.3: Improve warning systems and ability to communicate to residents and businesses during and following a disaster or emergency.

Goal 5: Pursue Multi-Objective Opportunities (whenever possible)
Objective 5.1: When possible, use existing resources, agencies, and programs to implement the projects.

Objective 5.2: When possible, implement projects that achieve several goals.

Goal 6: Enhance Overall Resilience and Promote Sustainability
Objective 6.1: Incorporate hazard mitigation and adaptation into updating other existing planning endeavors (e.g., comprehensive plans, zoning ordinance, subdivision regulation, etc.).

Summary of Changes

The hazard mitigation planning process undergoes several changes during each plan update to best accommodate the planning area and specific conditions. Changes from the 2016 Hazard Mitigation Plan and planning process in this update included: combined risk assessment for hazards with similar impacts and mitigation strategies (Tornadoes and High Winds, and Severe Thunderstorms with Hail); the addition of Hazardous Materials - Transportation and Public Health Emergency as discussed hazards, the elimination of Urban Fire as a discussed hazard; modified public meeting planning process to respond to the COVID-19 pandemic; and the inclusion of Plan Maintenance sections to individual community profiles.

This update also works to unify the various planning mechanisms in place throughout the participating communities (i.e. comprehensive plans, local emergency operation plans, zoning ordinances, building codes, etc.) to ensure that the goals and objectives identified in those

planning mechanisms are consistent with the strategies and projects included in this plan. Other changes were made based on comments from the 2016 Review Tool:

- Updated language to describe public engagement in more detail.
- Planning area identified in national maps.
- Updated “Lead Agency” for mitigation actions to be an agency, department, or individual instead of a building

It should be noted as well that due to the coronavirus disease 2019 (COVID-19), some adjustments were made to the planning process to appropriately accommodate plan meeting dates and requirements. To best protect residents and staff members in the planning area, all meetings were held via an online and phone format rather than in-person public workshop meetings. Additional changes and summary of the planning process are described in Section Two.

Plan Implementation

Various communities across the planning area have implemented hazard mitigation projects following the 2016 Hazard Mitigation Plan. A few examples of completed projects include a new safe room, streambank stabilization, improved snow/ice removal program, a new well and storage tank, tree inventory, Tree City USA participation, floodplain mapping, and others. In order to build upon these prior successes and to continue implementation of mitigation projects, despite limited resources, communities will need to continue relying upon multi-agency coordination as a means of leveraging resources. Communities across the region have been able to work with a range of entities to complete projects; potential partners for future project implementation include but are not limited to: Nebraska Forest Service (NFS), Nebraska Department of Transportation (NDOT), Nebraska Department of Natural Resources (NeDNR), Nebraska Emergency Management Agency (NEMA), United States Department of Agriculture (USDA), and United States Army Corps of Engineers (USACE).

Hazard Profiles

The hazard mitigation plan includes a description of the hazards considered, including a risk and vulnerability assessment. Data considered during the risk assessment process include: historic occurrences and recurrence intervals; historic losses (physical and monetary); impacts to the built environment (including privately-owned structures as well as critical facilities); and the local risk assessment. The following tables provide an overview of the risk assessment for each hazard and the losses associated with each hazard. See *Section Four: Risk Assessment* for further discussion of counts, probabilities, and likely extent.

Table 2: Regional Risk Assessment

Hazard	Previous Occurrences	Approximate Annual Probability*	Likely Extent
Animal and Plant Disease	Animal Disease: 21	Animal Disease 6/6 = 100%	~7 animals per event
	Plant Disease: 100	Plant Disease 18/20 = 90%	Crop damage or loss
Dam Failure	2	2/130 = 2%	Varies by structure
Drought	438/1,512 months	29%	D1-D4
Earthquakes	0	0/120 = <1%	Less than 5.0 on the Richter Scale
Extreme Heat	128	109/127 = 86%	>100°F
Flooding	63	18/25 = 72%	Some inundation of structures. Some evacuations of people may be necessary.
Grass/Wildfire	1,384	21/21 = 100%	Avg 44 acres Some homes and structures threatened or at risk
Hazardous Materials - Fixed Sites	20	15/31 = 48%	0 – 20,000 Gallons 25.2 – 3600 Pounds
Hazardous Materials - Transportation	32	18/50 = 36%	0 – 22,000 Gallons
Levee Failure	0/120	Less than 1%	Varies by extent
Public Health Emergency	4,855 COVID cases	Unknown	Varies by extent
Severe Thunderstorms (includes hail)	1,207	25/25 = 100%	>1” rainfall Avg 64 mph winds Hail range 0.75-4.5” (H2-H4); Avg hail 1.3”
Severe Winter Storms	288	24/25 = 96%	8-70 degrees below zero (wind chill) 2-25” snow 10-60 mph winds
Terrorism	0/47	Less than 1%	Varies by event

TORNADOES AND HIGH WINDS	Tornadoes: 70	17/25 = 68%	Mode: EF0 Range: EF0-EF4
	High Winds: 188	22/25 = 88%	Avg 55 mph; Range 40-83 Estimated Gust

** Annual Probability = Total Years with an Event Occurrence / Total Years of Record*

The following table provides loss estimates for hazards with sufficient data. Description of major events are included in *Section Seven: Community Profiles.*

Table 3: Hazard Loss Estimates for the Planning Area

HAZARD TYPE		COUNT	PROPERTY	CROP[2]
ANIMAL AND PLANT DISEASE	Animal Disease[1]	21	155 animals	N/A
	Plant Disease[2]	100	N/A	$2,649,321
DAM FAILURE[5]		2	-	N/A
DROUGHT[6,8]		438/1,512 months	-	$22,121,299
EARTHQUAKES[11]		0	-	-
EXTREME HEAT[7]		Avg 4 days per year	-	$9,608,148
FLOODING[8]	Flash Flood	56	$1,686,000	$317,576
	Flood	7	$16,000	
GRASS/WILDFIRE[12] *2 INJURIES*		1,384	$89,100	$47,760
HAZARDOUS MATERIALS - FIXED SITES[3]		20	-	N/A
HAZARDOUS MATERIALS - TRANSPORTATION[4]		32	$3,190,501	N/A
LEVEE FAILURE[10]		0	-	N/A
PUBLIC HEALTH EMERGENCY*[13] *56 FATALITIES*		4,855 cases	0	N/A
SEVERE THUNDERSTORMS[8] *39 INJURIES*	Hail	897	$107,297,650	$98,441,107
	Heavy Rain	25	-	
	Lightning	1	-	
	Thunderstorm Wind	284	$4,518,600	
SEVERE WINTER STORMS[8]	Blizzard	48	$5,177,000	$27,286,955
	Extreme Cold/Wind Chill	24	-	
	Heavy Snow	63	$10,000	
	Ice Storm	0	-	
	Winter Storm	124	$125,000	
	Winter Weather	28	$28,000	
TERRORISM[9]		0	-	N/A
TORNADOES AND HIGH WINDS[8] *2 INJURIES*	Tornadoes	70	$3,719,000	$9,475
	High Winds	188	$78,500	$20,616,654
TOTAL		**3,374**	**$125,935,352**	**$181,098,293**

** As of August 1, 2021 (COVID only)*

N/A: Data not available

1 NDA (2015-2020)
2 USDA RMA (2000-2020)
3 NRC (1990-2020)
4 PHMSA (1971-2020)
5 NeDNR Correspondence (March 2021)
6 NOAA (1895-2020)
7 NOAA Regional Climate Center (1893-2020)
8 NCEI (1996-Sept 2020)
9 Global Terrorism Database (1970-2017)
10 USACE (1900-March 2021)
11 USGS (1960-Jan 2021)
12 NFS (2000-2020)
13 John Hopkins University (Aug 2021)

Events like animal and plant disease, extreme heat, grass/wildfires, severe thunderstorms, and severe winter storms will occur annually. Other hazards like dam failure, drought, and terrorism will occur less often. The scope of events and how they will manifest themselves locally is not known regarding hazard occurrences. Historically, drought, severe thunderstorms, severe winter storms, and tornadoes and high winds have resulted in the most significant damages within the planning area.

Mitigation Strategies

There are a wide variety of strategies that can be used to reduce the impacts of hazards for the built environment and planning area residents. *Section Five: Mitigation Strategy* shows the mitigation actions chosen by the participating jurisdictions to assist in preventing future losses.

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SECTION ONE: INTRODUCTION

Hazard Mitigation Planning

Severe weather and hazardous events are occurring more frequently in our daily lives. Pursuing mitigation strategies reduces risk and is socially and economically responsible to prevent long-term risks from natural and human-caused hazard events.

FEMA definition of Hazard Mitigation

"Any sustained action taken to reduce or eliminate the long-term risk to human life and property from [natural] hazards."

Natural hazards, such as severe winter storms, high winds and tornadoes, severe thunderstorms, flooding, extreme heat, drought, agriculture diseases, and wildfires are part of the world around us. Human-caused hazards are a product of the society and can occur with significant impacts to communities. Human-caused hazards can include dam failure, hazardous materials release, transportation incidents, and terrorism. These hazard events can occur as a part of normal operation or as a result of human error. All jurisdictions participating in this planning process are vulnerable to a wide range of natural and human-caused hazards that threaten the safety of residents and have the potential to damage or destroy both public and private property, cause environmental degradation, or disrupt the local economy and overall quality of life.

The North Platte NRD has prepared this multi-jurisdictional hazard mitigation plan in an effort to reduce impacts from natural and human-caused hazards and to better protect the people and property of the region from the effects of these hazards. This plan demonstrates a regional commitment to reducing risks from hazards and serves as a tool to help decision makers establish mitigation activities and resources. Further, this plan was developed to ensure the counties and participating jurisdictions are eligible for federal pre-disaster funding programs and to accomplish the following objectives:

- Minimize the disruption to each jurisdiction following a disaster.
- Establish actions to reduce or eliminate future damages in order to efficiently recover from disasters.
- Investigate, review, and implement activities or actions to ensure disaster related hazards are addressed by the most efficient and appropriate solution.
- Educate citizens about potential hazards.
- Facilitate development and implementation of hazard mitigation management activities to ensure a sustainable community.

Disaster Mitigation Act of 2000

The U.S. Congress passed the Disaster Mitigation Act 2000 to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act[1]. Section 322 of the DMA 2000 requires that state and local governments develop, adopt, and routinely update a hazard mitigation plan to remain eligible for pre- and post-disaster mitigation funding.[2] These funds currently include the Hazard Mitigation Grant Program (HMGP)[3], Building Resilient Infrastructure and Communities (BRIC)[4], and the Flood Mitigation Assistance Program (FMA)[5]. The Federal Emergency Management Agency (FEMA) administers these programs under the Department of Homeland Security.[6]

This plan was developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans. The plan shall be monitored and updated on a routine basis to maintain compliance with the legislation – Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the DMA 2000 (P.L. 106-390)[7] and by FEMA's Final Rule (FR)[8] published in the Federal Register on November 30, 2007, at 44 Code of Federal Regulations (CFR) Part 201.

Hazard Mitigation Assistance

On June 1, 2009, FEMA initiated the Hazard Mitigation Assistance (HMA) program integration, which aligned certain policies and timelines of the various mitigation programs. These HMA programs present a critical opportunity to minimize the risk to individuals and property from hazards while simultaneously reducing the reliance on federal disaster funds.

Each HMA program was authorized by separate legislative actions, and as such, each program differs slightly in scope and intent.

Mitigation is the cornerstone of emergency management. Mitigation focuses on breaking the cycle of disaster damage, reconstruction, and repeated damage. Mitigation lessens the impact disasters have on people's lives and property through damage prevention, appropriate development standards, and affordable flood insurance. Through measures such as avoiding building in damage-prone areas, stringent building codes, and floodplain management regulations, the impact on lives and communities is lessened.

- FEMA Mitigation Directorate

- **HMGP:** To qualify for post-disaster mitigation funds, local jurisdictions must have adopted a mitigation plan that is approved by FEMA. HMGP provides funds to states, territories, Indian tribal governments, local governments, and eligible private non-profits following a presidential disaster declaration. The DMA 2000 authorizes up to seven percent of HMGP funds available to a state after a disaster to be used for the development of state, tribal, and local mitigation plans.

1 Federal Emergency Management Agency, Public Law 106-390. 2000. "Disaster Mitigation Act of 2000." Last modified September 26, 2013. https://www.fema.gov/media-library/assets/documents/4596.
2 Federal Emergency Management Agency. June 2007. "Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and Related Authorities." Federal Emergency Management Agency 592: 22. Sec. 322. Mitigation Planning (42 U.S.C. 5165). https://www.fema.gov/media-library/assets/documents/15271
3 Federal Emergency Management Agency. "Hazard Mitigation Grant Program." Last modified July 8, 2017. https://www.fema.gov/hazard-mitigation-grant-program.
4 Federal Emergency Management Agency. "Building Resilient Infrastructure and Communities." Last modified July 10, 2020. https://fema.gov/bric.
5 Federal Emergency Management Agency. "Flood Mitigation Assistance Grant Program." Last modified July 11, 2017. https://www.fema.gov/flood-mitigation-assistance-grant-program.
6 Federal Emergency Management Agency. "Hazard Mitigation Assistance." Last modified March 29, 2017. https://www.fema.gov/hazard-mitigation-assistance.
7 Federal Emergency Management Agency: Federal Register. 2002. "Section 104 of Disaster Mitigation Act 2000: 44 CFR Parts 201 and 206: Hazard Mitigation Planning and Hazard Mitigation Grant Programs; Interim Final Rule." https://www.fema.gov/pdf/help/fr02-4321.pdf.
8 Federal Emergency Management Agency: Federal Register. 2002 "44 CFR Parts 201 and 206: Hazard Mitigation Planning and Hazard Mitigation Grant Programs; Interim Final Rule." https://www.fema.gov/pdf/help/fr02-4321.pdf.

- **FMA:** To qualify to receive grant funds to implement projects such as acquisition or elevation of flood-prone homes, local jurisdictions must prepare a mitigation plan. Furthermore, local jurisdictions must be participating communities in the National Flood Insurance Program (NFIP). The goal of FMA is to reduce or eliminate claims under the NFIP.

- **BRIC:** To qualify for funds, local jurisdictions must adopt a mitigation plan that is approved by FEMA. BRIC assists states, territories, Indian tribal governments, and local governments in implementing a sustained pre-disaster hazard mitigation program.

Plan Financing and Preparation

Regarding the plan financing and preparation, the North Platte NRD is the “sub-applicant” that is the eligible entity that submits a sub-application for FEMA assistance to the “Applicant”. The “Applicant” in this case is the State of Nebraska. If HMA funding is awarded, the sub-applicant becomes the “sub-grantee” and is responsible for managing the sub-grant and complying with program requirements and other applicable federal, state, territorial, tribal, and local laws and regulations.

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SECTION TWO: PLANNING PROCESS

Introduction

The process utilized to develop a hazard mitigation plan is often as important as the final planning document. For this planning process, North Platte NRD adapted the four-step hazard mitigation planning process outlined by FEMA to fit the needs of the participating jurisdictions. The following pages will outline how the Hazard Mitigation Planning Team was established; the function of the Hazard Mitigation Planning Team; critical project meetings and community representatives; outreach efforts to the general public; key stakeholders and neighboring jurisdictions; general information relative to the risk assessment process; general information relative to local/regional capabilities; plan review and adoption; and ongoing plan maintenance.

Requirement §201.6(b): Planning process. An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

(1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;

(2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and

(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

Requirement §201.6(c)(1): The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Multi-Jurisdictional Approach

According to FEMA, "A multi-jurisdictional hazard mitigation plan is a plan jointly prepared by more than one jurisdiction." The term 'jurisdiction' means 'local government.' Title 44 Part 201, Mitigation Planning in the CFR, defines a 'local government' as "any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments, regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, any rural community, unincorporated town or village, or other public entity." For the purposes of this plan, a 'taxing authority' was utilized as the qualifier for jurisdictional participation. FEMA recommends the multi-jurisdictional approach under the DMA 2000 for the following reasons.

- It provides a comprehensive approach to the mitigation of hazards that affect multiple jurisdictions.
- It allows economies of scale by leveraging individual capabilities and sharing cost and resources.
- It avoids duplication of efforts.
- It imposes an external discipline on the process.

Both FEMA and NEMA recommend this multi-jurisdictional approach through the cooperation of counties, regional emergency management, and natural resources districts. North Platte NRD

utilized the multi-jurisdiction planning process recommended by FEMA (Local Mitigation Plan Review Guide[9], Local Mitigation Planning Handbook[10], and Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards[11]) to develop this plan.

Hazard Mitigation Planning Process

The hazard mitigation planning process as outlined by FEMA has four general steps which are detailed in the figure below. The mitigation planning process is rarely a linear process. It's common that ideas developed during the initial risk assessment may need revision later in the process, or that additional information may be identified while developing the mitigation plan or during plan implementation that results in new goals or additional risk assessments.

Organization of Resources

- Focus on the resources needed for a successful mitigation planning process. Essential steps include: Organizing interested community members; and Identifying technical expertise needed.

Assessment of Risk

- Identify the characteristics and potential consequences of the hazard. Identify how much of the jurisdiction can be affected by specific hazards and the potential impacts on local assets.

Mitigation Plan Development

- Determine priorities and identify possible solutions to avoid or minimize the undesired effects. The result is the hazard mitigation plan and strategy for implementation.

Plan Implementation and Progress Monitoring

- Bring the plan to life by implementing specific mitigation projects and changing day-to-day operations. It is critical that the plan remains relevant to succeed. Thus, it is important to conduct periodic evaluations and revisions, as needed.

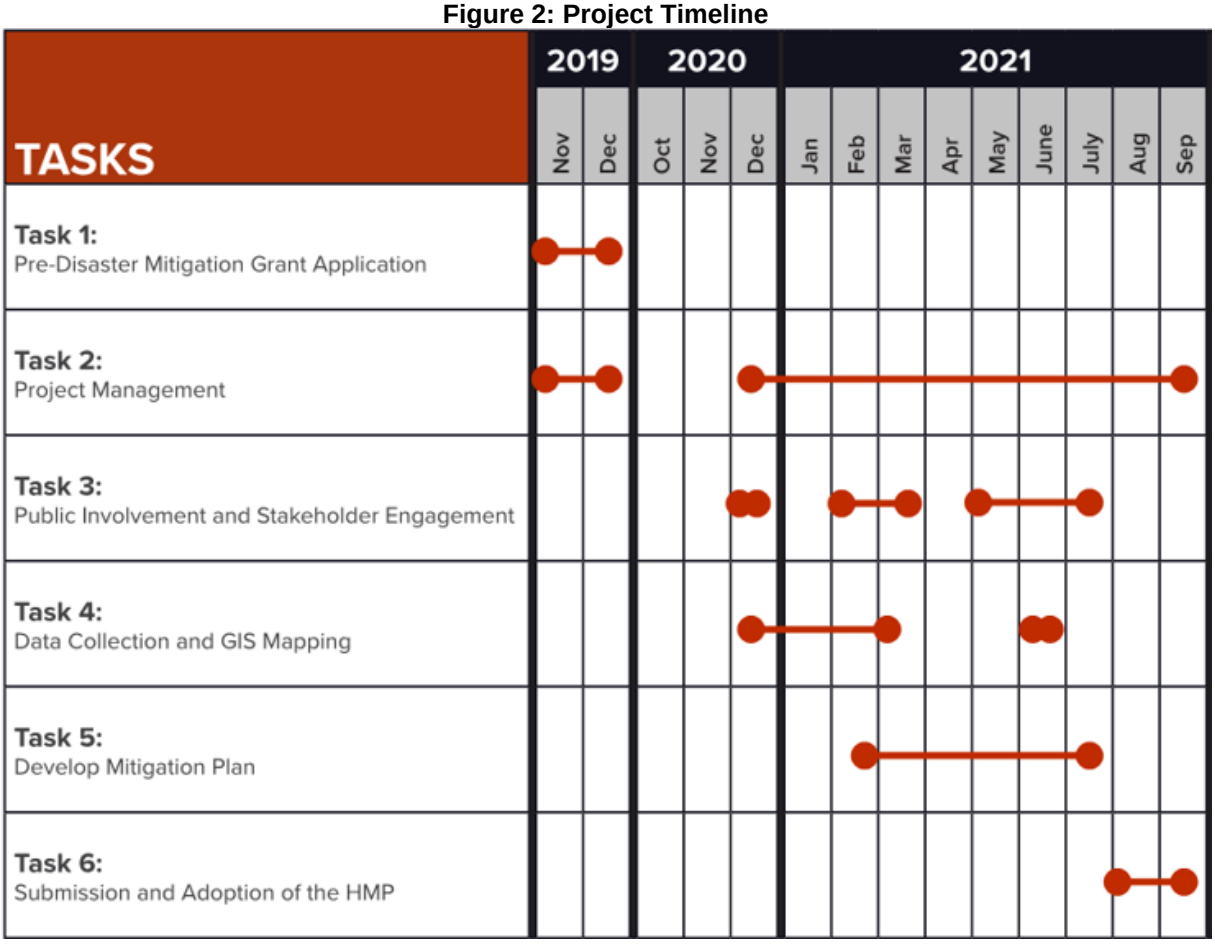
Organization of Resources

Plan Update Process

North Platte NRD applied for PDM funding for their multi-jurisdictional hazard mitigation plan in fiscal year 2019. JEO Consulting Group, Inc. (JEO) was contracted in January 2020 to guide and facilitate the planning process and assemble the multi-jurisdictional hazard mitigation plan. For the planning area, John Berge with North Platte NRD led the development of the plan and served as the primary point of contact throughout the project. A clear timeline of this plan update process is provided in Figure 2.

9 Federal Emergency Management Agency. 2011. "Local Mitigation Plan Review Guide." https://www.fema.gov/media-library/assets/documents/23194.
10 Federal Emergency Management Agency. 2013. "Local Mitigation Planning Handbook." https://www.fema.gov/media-library/assets/documents/31598.
11 Federal Emergency Management Agency. 2013. "Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards." https://www.fema.gov/media-library-data/20130726-1904-25045-0186/fema_mitigation_ideas_final508.pdf.

Figure 2: Project Timeline



Planning Team

At the beginning of the planning process, North Platte NRD and JEO staff identified who would be the regional Hazard Mitigation Planning Team. This planning team was established to guide the planning process, review the existing plan, and serve as a liaison to plan participants throughout the planning area. A list of planning team members can be found in Table 4. Staff from NEMA and NeDNR provided additional technical support.

Table 4: Hazard Mitigation Planning Team

NAME	TITLE	JURISDICTION
DAVID CHRISTIAN	Projects Coordinator	North Platte NRD
JOHN BERGE	General Manager	North Platte NRD
RON LEAL	Emergency Manager	Region 21 Emergency Management Agency
SCOTT SCHANEMAN	Assistant Manager	North Platte NRD
TIM NEWMAN	Emergency Manager	Region 22 Emergency Management Agency
PHIL LUEBBERT	Project Manager	JEO Consulting Group Inc.
ANTHONY KOHEL	Planner	JEO Consulting Group Inc.
NORA LUCAS	Planning Intern	JEO Consulting Group Inc.
ADELE PHILLIPS	Floodplain Mitigation Planner	NeDNR
HEATHER THOLE	Planning Specialist	NEMA

A kick-off meeting was held via Zoom on December 9, 2020, to discuss an overview of the planning process between JEO staff and members of the Hazard Mitigation Planning Team. Preliminary discussion was held over hazards to be included in this plan, changes to be incorporated since the last plan, goals and objectives, identification of key stakeholders to include in the planning process, and a general schedule for the plan update. This meeting also assisted in clarifying the role and responsibilities of the Hazard Mitigation Planning Team and strategies for public engagement throughout the planning process. Table 5 shows kick-off meeting attendees.

Table 5: Kick-off Meeting Attendees

NAME	TITLE	JURISDICTION
DAVID CHRISTIAN	Projects Coordinator	North Platte NRD
BARB HOEHN	Assistant Manager	North Platte NRD
JOHN BERGE	General Manager	North Platte NRD
PHIL LUEBBERT	Project Manager	JEO Consulting Group Inc.
ANTHONY KOHEL	Planner	JEO Consulting Group Inc.

Table 6 shows the date, location, and agenda items of for the kick-off meeting.

Table 6: Kick-off Meeting Location and Time

LOCATION AND TIME	AGENDA ITEMS
ONLINE ZOOM MEETING DECEMBER 9, 2020 10:00AM	-Consultant and planning team responsibilities -Overview of plan update process and changes from 2016 HMP -Review and adoption of goals and objectives -Plan goals/objectives -Hazard identification -Project schedule and dates/locations for public meetings

Public Involvement and Outreach

To notify and engage the public in the planning process, a wide range of stakeholder groups were contacted and encouraged to participate. There were 34 stakeholder groups or entities that were identified and sent letters to participate. Chimney Rock Villa, Heritage Estates, Nebraska Forest Service, Regional West Medical Center, and Wheat Belt Public Power District attended meetings. Any comments these stakeholders provided were incorporated into the appropriate community profiles (see *Section Seven*). NEMA also attended meetings and provided data and guidance

during the planning process. The general public was encouraged to participate through the project website by providing comments to the Hazard Mitigation Planning Team members. No comments were received from the general public.

Table 7: Notified Stakeholder Groups

ORGANIZATIONS		
Aging Office of Western Nebraska	Mitchell Chamber of Commerce	Scotts Bluff County CERT
American Red Cross - Central Plains	Monument Rehabilitation and Care Center	Scottsbluff/Gering United Chamber of Commerce
Chimney Rock Public Power District	Nebraska Forest Service	Skyview Care and Rehab at Bridgeport
Chimney Rock Villa	Nebraska Public Power District	St. Agnes Catholic School
Cirrus House Apartments LLP	Northfield Health Care/Retirement Communities	Twin Cities Development
Community Christian School	Panhandle Area Development District	Valley View School
Emerald Court	Panhandle Rural Electric Membership Association	Wel-Life at Scottsbluff
Garden County Airport	Region 21 CERT	Western Nebraska Veterans Home
Garden County Chamber of Commerce	Regional West Garden County Nursing Home	Wheat Belt Public Power District
Heritage Estates	Regional West Medical Center	Wyrulec Company
High West Energy	Regional West Village	
Mitchell Care Center	Roosevelt Public Power District	

Neighboring Jurisdictions

Neighboring jurisdictions were notified and invited to participate in the planning process. The following table indicates which neighboring communities or entities were notified of the planning process. Invitation and informational letters were sent to county clerks, county and regional emergency managers, and NRDs. Jurisdictions outside of the planning area did not participate in the planning process.

Table 8: Notified Neighboring Jurisdictions

NOTIFIED NEIGHBORING JURISDICTIONS	
Arthur County	Laramie County, WY
Box Butte County	Region 23 Emergency Management
Cheyenne County	Sheridan County
Deuel County	Sioux County
Goshen County, WY	South Platte NRD
Grant County	Twin Platte NRD
Keith County	Upper Loup NRD
Kimball County	Upper Niobrara White NRD

Participant Involvement

Participants play a key role in identifying hazards, providing a record of historical disaster occurrences and localized impacts, identifying and prioritizing potential mitigation projects and strategies, and the developing annual review procedures.

To be a participant in the development of this plan update, jurisdictions were required to have, at a minimum, one representative present at the Round 1 or Round 2 meeting or attend a follow-up meeting with a JEO staff member. Some jurisdictions sent multiple representatives to meetings. For jurisdictions who had only one representative, they were encouraged to bring meeting materials back to their governing bodies, to collect diverse input on their jurisdiction's meeting documents. Sign-in sheets are not available for Round 1 or Round 2 meetings as they were held virtually, however, attendance was recorded. Jurisdictions that were unable to attend the scheduled public meetings were able to request a meeting with JEO staff to satisfy the meeting attendance requirement. This effort enabled jurisdictions which could not attend a scheduled public meeting to participate in the planning process.

Outreach to eligible jurisdictions included notification prior to all public meetings, phone calls and email reminders of upcoming meetings, and reminders to complete worksheets required for the planning process. Table 9 provides a summary of outreach activities utilized in this process.

Table 9: Outreach Activity Summary

ACTION	INTENT
PROJECT WEBSITE	Informed the public and local/planning team members of past, current, and future activities (https://jeo.com/npnrd-hmp).
ROUND 1 MEETING LETTERS AND EMAILS (30-DAY NOTIFICATION)	Sent to participants, stakeholders, and neighboring jurisdictions to discuss the agenda/dates/times/ locations of the first round of public meetings.
ROUND 2 MEETING LETTERS AND EMAILS (30-DAY NOTIFICATION)	Sent to participants to discuss the agenda/dates/times/locations of the second round of public meetings.
NOTIFICATION PHONE CALLS	Called potential participants to remind them about upcoming meetings.
FOLLOW-UP EMAILS AND PHONE CALLS	Correspondence was provided to remind and assist participating jurisdictions with the collection and submission of required local data.
PROJECT UPDATES AT NRD BOARD MEETINGS	Update the public and NRD board of ongoing plan progress.
WORD-OF-MOUTH	Staff discussed the plan with jurisdictions throughout the planning process.

Round 1 Meetings: Hazard Identification

At the Round 1 meetings, jurisdictional representatives (i.e., the local planning teams) reviewed the hazards identified at the kick-off meeting and conducted risk and vulnerability assessments based on these hazards' previous occurrence and the communities' exposure. (For a complete list of hazards reviewed, see *Section Four: Risk Assessment.)*.

Due to COVID-19 numbers across Nebraska, both rounds of meetings were held via an online and phone format rather than in-person public workshop meetings. This was done to protect the health of residents and staff members in the planning area and to help reduce the spread of the virus. Table 10 shows the date and location of meetings held for the Round 1 meeting phase of the project.

Table 10: Round 1 Meeting Dates and Locations

AGENDA ITEMS	
General overview of the HMP update process, discuss participation requirements, begin the process of risk assessment and impact reporting, update critical facilities, capabilities assessment, and status update on current mitigation projects	
LOCATION AND TIME	**DATE**
VIRTUAL ZOOM MEETING ONLINE OR BY PHONE, 2:00PM	Wednesday, March 24, 2021
VIRTUAL ZOOM MEETING ONLINE OR BY PHONE, 6:00PM	Thursday, March 25, 2021

The intent of these meetings was to familiarize local planning team members with the plan update process, expected actions for the coming months, the responsibilities of being a participant, and to collect preliminary information to update the HMP. Data collected at these meetings included: updates to mitigation actions from the 2016 North Platte NRD HMP; identify the top concerns from each jurisdiction; and to begin reviewing and updating community profiles for demographics, capabilities, and critical facilities. Information/data reviewed include but was not limited to local hazard prioritization results; identified critical facilities and their location within the community; future development areas; and expected growth trends (refer to *Appendix B*).

The following tables show the attendees for each jurisdiction who attended a Round 1 meeting or had a one-on-one discussion with JEO staff. Follow-up one-on-one meetings were held for communities who did not have representatives present at public meetings either through watching a recording of the meeting or via conference call with a member of the Hazard Mitigation Planning Team.

Table 11: Round 1 Meeting Attendees

NAME	TITLE	JURISDICTION
ONLINE ZOOM MEETING – WEDNESDAY, MARCH 24, 2021		
AMANDA KEPLER	Secretary-Treasurer	Alliance Irrigation District
ANTHONY MURPHY	Fire Prevention Officer	City of Scottsbluff
BARB HOEHN	Assistant Manager	North Platte NRD
BILL CAMPBELL	City Administrator	City of Oshkosh
CHARLES JONES	Principal	Banner County Schools
CORY MORRIS	Administrator	Heritage Estates
CRAIG SHAFFER	President	Lisco Irrigation District
DAVE CHRISTIAN	Projects Coordinator	North Platte NRD
DOUG REIFSCHNEIDER	Maintenance Supervisor	Heritage Estates
GARY COOPER	Interim Superintendent	Gering Public Schools
JANINE SCHMIDT	Clerk	Villages of Henry and Morrill
JODY FISCUS	Vice President	Castle Rock Irrigation District
JOHN BERGE	Manager	North Platte NRD
JOHN MENTGEN	President & CEO	Regional West Medical Center
JOSHUA VESPER	Facilities Operations Assistant Director	Western Nebraska Community College
KATHY URBANEK	Superintendent	Mitchell Public Schools
KEN RIDGEWAY	Resource Conservation Technician	North Platte NRD
KEVIN ADAMS	Manager	Farmers Irrigation District

KIM BURRY	Administrator	Chimney Rock Villa
KIM ROBB	Clerk/Treasurer	Village of Lyman
LARRY HEINRICH	Public Works Director	City of Bridgeport
MARLENE YEAGER	Clerk/Treasurer	Village of Broadwater
MICHELLE HILL	Emergency Preparedness Coordinator	Panhandle Public Health District
MIKE BEYER	Electric Foreman/Water Operator	City of Bridgeport
NATHAN FLOWERS	Fire Chief	City of Gering
RICK MILLER	Assistant Manager	Pathfinder Irrigation District
RYAN REUTER	Board Member	North Platte NRD
SANDY BENSON	Forest Fuels Management Specialist	Nebraska Forest Service
SCOTT HORT	Assistant Manager	Enterprise Irrigation District and Gering-Fort Laramie Irrigation District
SCOTT SCHANEMAN	Water Resources Coordinator	North Platte NRD
SCOTT SMITH	Street/Utilities Maintenance Supervisor	City of Oshkosh
SHELLY BOWLIN	Clerk/Treasurer	City of Bayard
STEVE JOBMAN	Chairman	Castle Rock Irrigation District
TIM CODY	Superintendent	Minatare Public Schools
TRAVIS MILLER	Superintendent	Bayard School District
TRAVIS RICKEY	Facility Director	Scottsbluff Public Schools
VAL BAKER	Secretary	Minatare Mutual Canal and Irrigation Company
PHIL LUEBBERT	Project Manager	JEO Consulting Group
KARL DIETRICH	Planner	JEO Consulting Group
ANTHONY KOHEL	Planner	JEO Consulting Group
MARY BAKER	Resiliency Strategist	JEO Consulting Group
ONLINE ZOOM MEETING – THURSDAY, MARCH 25, 2021		
BARB HOEHN	Assistant Manager	North Platte NRD
BILL SIMPSON	Emergency Manager	Arthur County
BOB GIFFORD	County Commissioner	Banner County
BOB LANDRIGAN	Vice President	Northport Irrigation District
BOBBIE STUART	Business Manager/Safety Coordinator	Bayard School District
LACEY GULBRANSON	Interim General Manager	Wheat Belt PPD
MARTIN STAAB	Board Member	Village of McGrew
STEPHANIE LOBNER	Mayor	Village of Lewellen
SUSAN KELLY	Clerk of the District Court	Morrill County
SUSANNA BATTERMAN	County Commissioner	Morrill County
TIM NEWMAN	Emergency Manager	Region 22 EMA
PHIL LUEBBERT	Project Manager	JEO Consulting Group
KARL DIETRICH	Planner	JEO Consulting Group
ANTHONY KOHEL	Planner	JEO Consulting Group

Table 12: Round 1 Recorded Meeting Viewers

NAME	TITLE	JURISDICTION
BRANDI EHLER	Fire Chief	Minatare/Melbeta Fire District
BRUCE BURDICK	Board Member	Hooper Irrigation District
CHERYL CLAUSE	Assistant Airport Director	Western Nebraska Regional Airport
DAVE DYMAK	County Commissioner	Garden County
JOE VAN NEWKIRK	Director	Midland-Overland Canal Company
JOHN PANKOWSKI	Fire Chief	Bridgeport Fire District
KAY ANDERSON	Rescue Captain, Secretary	Broadwater Fire District, Bridgeport Irrigation District
MIKE KINDRED	Fire Chief	Lyman Fire District
NICHOLAS LARA	Secretary-Treasurer	Mitchell Irrigation District
RON LEAL	Emergency Manager	Region 21 EMA

Round 2 Meetings: Mitigation Strategies

Round 2 meetings are designed to identify and prioritize mitigation measures and evaluate potential integration of the HMP alongside other local planning mechanisms. Mitigation actions and plan integration are essential components in effective hazard mitigation plans. Participating jurisdictions were asked to identify any new mitigation actions to pursue alongside continued actions from the 2016 HMP and provide copies or descriptions of current jurisdictional plans in which hazard mitigation goals and principals can be integrated. Participating jurisdictions were also asked to review the information collected from the Round 1 meeting related to their community through this planning process for accuracy. Information/data reviewed included but was not limited to local hazard prioritization results, identified critical facilities and their location within the community, future development areas, and expected growth trends (refer to *Appendix B*).

There was also a brief discussion about the planning process, when the plan would be available for public review and comment, annual review of the plan, and the approval and grant opportunities available once the plan was approved. As with Round 1 meetings, any jurisdictions unable to attend were given the opportunity to have a one-on-one phone conference with the consultant or view a recording of the meeting in order to meet plan participation requirements and complete required information.

Due to the continuation of the COVID-19 Pandemic, Round 2 meetings were again held via an online and phone format to protect the health of participants and help reduce the spread of the virus. Table 13 shows the date and location of meetings held for Round 2 Meetings. Meeting attendees are identified in Table 14 and Table 15.

Table 13: Round 2 Meeting Dates and Locations

AGENDA ITEMS	
Identify new mitigation actions, review of local data and community profile, discuss review process, discuss available grants and eligibility, and complete plan integration tool.	
LOCATION AND TIME	**DATE**
VIRTUAL ZOOM MEETING ONLINE OR BY PHONE, 2:00PM	Wednesday, July 14, 2021
ONLINE ZOOM MEETING ONLINE OR BY PHONE, 6:00PM	Thursday, July 15, 2021

Table 14: Round 2 Meeting Attendees

NAME	TITLE	JURISDICTION
ZOOM MEETING – WEDNESDAY, JULY 14, 2021		
ANNIE FOLCK	City Engineer	City of Gering
BILL CAMPBELL	City Administrator	City of Oshkosh
CHARLES JONES	Principal	Banner County Schools
CHERYL CLAUSE	Assistant Airport Director	Western Nebraska Regional Airport
CORY MORRIS	Administrator	Heritage Estates
CRAIG SHAFFER	President	Lisco Irrigation District
DAVE CHRISTIAN	Projects Coordinator	North Platte NRD
DOUG REIFSCHNEIDER	Maintenance Supervisor	Heritage Estates
ELIZABETH OLSON	Deputy EM (Garden County)	Region 21 EMA
GREG SCHMALL	Mayor	City of Bayard
JODY FISCUS	Director	Castle Rock Irrigation District
JOHN BERGE	Manager	North Platte NRD
KATHY URBANEK	Superintendent	Mitchell Public Schools
KEVIN ADAMS	Manager	Farmers Irrigation District
KIM ROBB	Clerk/Treasurer	Village of Lyman
LARRY HEINRICH	Public Works Director	City of Bridgeport
LEANN SATO	Stormwater Program Specialist	City of Scottsbluff
MARLENE YEAGER	Clerk/Treasurer	Village of Broadwater
MICHELLE HILL	Emergency Preparedness Coordinator	Panhandle Public Health District
MIKE BEYER	Electric Foreman	City of Bridgeport
MILO CARDENAS	Sheriff	Morrill County
ROCKY ROBBINS	Principal	Minatare Public Schools
RON LEAL	Emergency Manager	Region 21 EMA
SCOTT SCHANEMAN	Assistant Manager	North Platte NRD
SCOTT SMITH	Streets/ Utilities Maintenance	City of Oshkosh
SHELLY BOWLIN	Clerk/Treasurer	City of Bayard
STEVE JOBMAN	Chairman	Castle Rock Irrigation District
TABI PROCHAZKA	Deputy Director of Health Promotions and Preparedness	Panhandle Public Health District
TIM CONRAD	Board Member	Village of Broadwater
TIM NEWMAN	Emergency Manager	Region 22 EMA
TOM CASE	Utility Superintendent	City of Minatare and Minatare/Melbeta Fire District
TRAVIS RICKEY	Facility Director	Scottsbluff Public Schools
VAL BAKER	Secretary	Minatare Mutual Canal and Irrigation Company
PHIL LUEBBERT	Project Manager	JEO Consulting Group
ANTHONY KOHEL	Planner	JEO Consulting Group
ZOOM MEETING – THURSDAY, JULY 15, 2021		
BOBBIE STUART	Business Manager/Safety Coordinator	Bayard Public Schools

Name	Title	Jurisdiction
Dave Christian	Projects Coordinator	North Platte NRD
Gary Lofing	Manager-President	Minatare Mutual Canal and Irrigation Company
Jeni Mattern	Clerk	City of Terrytown
Joshua Vesper	Facilities Director	Western Nebraska Community College
Robert Gifford	Commissioner	Banner County
Stephanie Lobner	Mayor	Village of Lewellen
Susan Kelly	Board Chairperson	Village of Broadwater
Susanna Batterman	Commissioner	Morrill County
Phil Luebbert	Project Manager	JEO Consulting Group
Becky Appleford	Senior Planner	JEO Consulting Group

Table 15: Round 2 Recorded Meeting Viewers

Name	Title	Jurisdiction
Amanda Kepler	Secretary-Treasurer	Alliance Irrigation District
Bob Landrigan	Vice President	Northport Irrigation District
Dave Dymak	County Commissioner	Garden County
Joe Van Newkirk	Director	Midland-Overland Canal Company
John Pankowski	Fire Chief	Bridgeport Fire District
Kay Anderson	Rescue Captain, Secretary	Broadwater Fire District, Bridgeport Irrigation District
Rick Miller	Assistant Manager	Pathfinder Irrigation District

Data Sources and Information

Effective hazard mitigation planning requires the review and inclusion of a wide range of data, documents, plans, and studies. The following table identifies many of the sources utilized during this planning process. Specific references are included as footnotes when used as applicable. The following table is not exhaustive as many studies, plans, and data resources at the local level are not publicly available. Individual examples of plan integration are identified in *Section Seven: Community Profiles*.

Table 16: General Plans, Documents, and Information

Documents	
Disaster Mitigation Act of 2000 DMA https://www.fema.gov/media-library-data/20130726-1524-20490-1678/dma2000.txt	Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards (2013) https://www.fema.gov/sites/default/files/2020-06/fema-mitigation-ideas_02-13-2013.pdf
Final Rule (2007) https://www.fema.gov/emergency-managers/risk/hazard-mitigation/regulations-guidance/archive	National Flood Insurance Program Community Status Book (2020) https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book
Hazard Mitigation Assistance Unified Guidance (2015) https://www.fema.gov/sites/default/files/2020-07/fy15_HMA_Guidance.pdf	National Response Framework (2019) https://www.fema.gov/emergency-managers/national-preparedness/frameworks/response
Hazard Mitigation Assistance Guidance and Addendum (2015)	Robert T. Stafford Disaster Relief and Emergency Assistance Act (2019) https://www.fema.gov/disasters/stafford-act

https://www.fema.gov/sites/default/files/2020-07/fy15_hma_addendum.pdf	
Local Mitigation Plan Review Guide (2011) https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide_09_30_2011.pdf	The Census of Agriculture (2017) https://www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Census_by_State/Nebraska/
Local Mitigation Planning Handbook (2013) https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook_03-2013.pdf	What is a Benefit: Guidance on Benefit-Cost Analysis on Hazard Mitigation Projects https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis
PLANS AND STUDIES	
North Platte NRD Hazard Mitigation Plan (2016) https://jeo.com/npnrd-hmp	Nebraska Drought Mitigation and Response Plan (2000) http://carc.nebraska.gov/docs/NebraskaDrought.pdf
Flood Insurance Studies https://msc.fema.gov/portal/home	State of Nebraska Hazard Mitigation Plan (2019) https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/hazmitplan2019.pdf
Fourth National Climate Assessment (2018) https://nca2018.globalchange.gov/	State of Nebraska Hazard Mitigation Plan (2014) https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/hazmitplan.pdf
National Climate Assessment (2014) https://nca2014.globalchange.gov/	State of Nebraska Flood Hazard Mitigation Plan https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/flood-hazmit-plan.pdf
DATA SOURCES/TECHNICAL RESOURCES	
Arbor Day Foundation – Tree City Designation https://www.arborday.org/programs/treecityusa/directory.cfm	Nebraska Department of Natural Resource – Geographic Information Systems (GIS) https://dnr.nebraska.gov/data
Environmental Protection Agency - Chemical Storage Sites https://myrtk.epa.gov/info/search.jsp	Nebraska Department of Natural Resources https://dnr.nebraska.gov/
Federal Emergency Management Agency http://www.fema.gov	Nebraska Department of Natural Resources – Dam Inventory http://prodmaps2.ne.gov/html5DNR/?viewer=daminventory
FEMA Flood Map Service Center https://msc.fema.gov/portal/advanceSearch	Nebraska Department of Revenue – Property Assessment Division www.revenue.ne.gov/PAD
High Plains Regional Climate Center http://climod.unl.edu/	Nebraska Department of Transportation http://dot.nebraska.gov/
National Agricultural Statistics Service http://www.nass.usda.gov/	Nebraska Emergency Management Agency https://nema.nebraska.gov/
National Centers for Environmental Information https://www.ncei.noaa.gov/	Nebraska Forest Service – Wildland Fire Protection Program http://nfs.unl.edu/fire
National Consortium for the Study of Terrorism and Responses to Terrorism (START) http://www.start.umd.edu/gtd/	Nebraska Forest Service http://www.nfs.unl.edu/
National Drought Mitigation Center – Drought Impact Reporter http://droughtreporter.unl.edu/map/	Nebraska Public Power District Service https://www.nppd.com/
National Drought Mitigation Center – Drought Monitor http://droughtmonitor.unl.edu/	Nebraska State Historical Society https://history.nebraska.gov/

National Environmental Satellite, Data, and Information Service http://www.nesdis.noaa.gov/	Stanford University - National Performance of Dams Program https://npdp.stanford.edu/
National Fire Protection Association https://www.nfpa.org/	Storm Prediction Center Statistics http://www.spc.noaa.gov
National Flood Insurance Program https://www.fema.gov/flood-insurance	United States Army Corps of Engineers – National Levee Database https://levees.sec.usace.army.mil/#/
National Flood Insurance Program https://dnr.nebraska.gov/floodplain/flood-insurance	United States Census Bureau http://www.census.gov
National Historic Registry https://www.nps.gov/subjects/nationalregister/index.htm	United States Census Bureau https://data.census.gov/cedsci/
National Oceanic Atmospheric Administration (NOAA) http://www.noaa.gov/	United States Department of Agriculture http://www.usda.gov
National Weather Service http://www.weather.gov/	United States Department of Agriculture – Risk Management Agency http://www.rma.usda.gov
Natural Resources Conservation Service www.ne.nrcs.usda.gov	United States Department of Agriculture – Web Soil Survey https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx
Nebraska Association of Resources Districts http://www.nrdnet.org	United States Department of Commerce http://www.commerce.gov/
Nebraska Climate Assessment Response Committee http://carc.agr.ne.gov	United States Department of Transportation – Pipeline and Hazardous Materials Safety Administration https://www.phmsa.dot.gov/
Nebraska Department of Education http://nep.education.ne.gov/	United States Geological Survey http://www.usgs.gov/
Nebraska Department of Education http://educdirsrc.education.ne.gov/	United States National Response Center https://nrc.uscg.mil/
Nebraska Department of Environment and Energy http://www.deq.state.ne.us/	United States Small Business Administration http://www.sba.gov
Nebraska Department of Health and Human Services http://dhhs.ne.gov/Pages/default.aspx	UNL – College of Agricultural Sciences and Natural Resources – Schools of Natural Resources http://casnr.unl.edu

Public Review

Once the HMP draft was completed, a public review period was opened to allow for participants and community members at large to review the plan, provide comments, and request changes. The public review period was open from September 30, 2021, through October 21, 2021. Participating jurisdictions were emailed and mailed a letter notifying them of this public review period. The HMP was also made available on the project website (https://jeo.com/npnrd-hmp) to download the document. Jurisdictions and the public could provide comments via mail, fax, email, or by using the comment box on the project website. A review of the comments and who they were from can be found below.

All changes and comments from participating jurisdictional representatives (i.e., local planning teams) and stakeholders were incorporated into the plan.

Plan Adoption and Implementation

Based on FEMA requirements, this multi-jurisdictional hazard mitigation plan must be formally adopted by each participant through approval of a resolution. This approval will create individual ownership of the plan by each participant. Formal adoption provides evidence of a participant's full commitment to implement the plan's goals, objectives, and action items. A copy of the resolution draft submitted to participating jurisdictions is located in *Appendix A*. Copies of adoption resolutions may be requested from the NEMA's State Hazard Mitigation Officer.

Requirement §201.6(c)(5): For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

Hazard mitigation plans are living documents. Once an HMP has been adopted locally, participants are responsible for implementing identified projects, maintaining the plan with relevant information, and fully updating the plan every five years. The plan must be monitored, evaluated, and updated on a five-year or less cycle. Those who participated directly in the planning process would be logical champions during the annual reviews and five-year cycle update of the plan. It is critical the plan be reviewed and updated annually or when a hazard event occurs that significantly affects the area or individual participants. These annual reviews are the responsibility of each jurisdiction's local planning team and should be documented and reflected in the plan via amendments. However, participants are encouraged to work alongside the plan sponsor, North Platte NRD or the consultant, JEO, to document updates and revise the HMP.

Additional implementation of the mitigation plan should include integrating HMP goals, objectives, and mitigation actions into county and local comprehensive or capital improvement plans as they are developed or updated. *Section Six* describes the system that jurisdictions participating in the HMP have established to monitor the plan; provides a description of how, when, and by whom the HMP process and mitigation actions will be evaluated; presents the criteria used to evaluate the plan; and explains how the plan will be maintained and updated.

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SECTION THREE: PLANNING AREA PROFILE

Introduction

To identify jurisdictional vulnerabilities, it is vitally important to understand the people and built environment of the planning area. The following section is meant to provide an overall description of the planning area's characteristics to create a summary profile for the region. Specific characteristics are covered in each jurisdiction's community profile, including demographics, transportation routes, and structural inventory. Redundant information will not be covered in this section. Therefore, this section will highlight at-risk populations and characteristics of the built environment that add to regional vulnerabilities.

Planning Area Geographic Summary

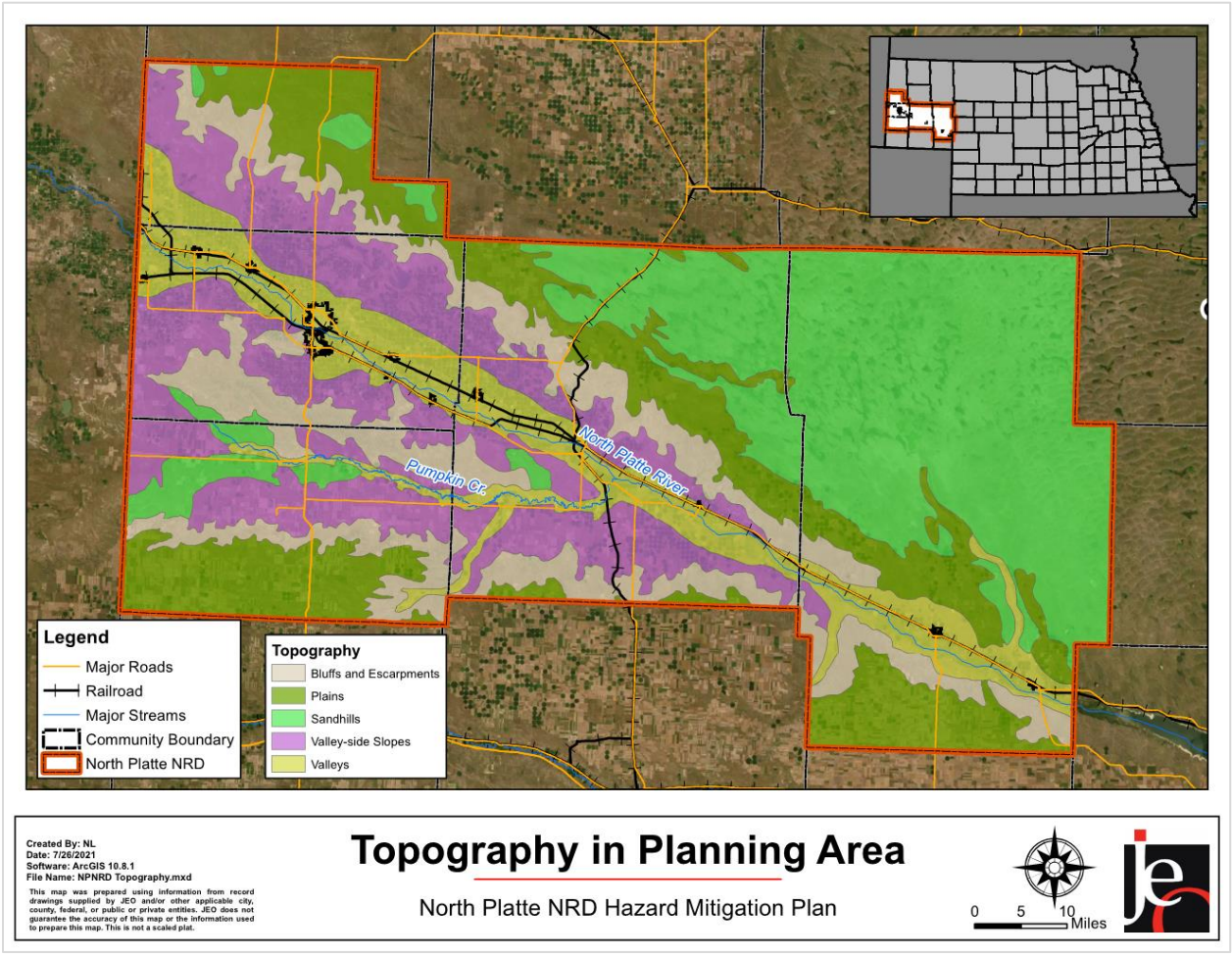
NPNRD's planning area includes the west central portion of Nebraska and spans 4,652 square miles. For the purpose of this plan update, the planning area includes all of Garden, Morrill, Banner, and Scotts Bluff counties. The planning area has a diverse range of topographic regions including bluffs and escarpments, plains, sandhills, valley-side slopes, and valleys (Figure 3). Descriptions of these topographic regions are below.

- **Bluffs and Escarpments**: Rugged land with very steep and irregular slopes.
- **Plains**: Flat-lying land that lies above the valley. The materials of the plains are sandstone or stream-deposited silt, clay, sand, and gravel overlain by wind-deposited silt.
- **Sandhills**: Hilly land composed of low to high dunes of sand stabilized by grass cover.
- **Valley-side Slopes**: Moderately sloping land that occurs between the escarpments and major stream valleys in western Nebraska.
- **Valleys**: Flat-lying land along the major streams.[12]

The region resides in the North Platte and South Platte watersheds, with a portion of the Loup watershed in Garden County. Main waterways in the planning area include the North Platte River and Pumpkin Creek. The creek joins the North Platte River east of Bayard in Morrill County.

12 Conservation and Survey Division/Institute of Agriculture and Natural Resources. 2001. "Topographic regions map of Nebraska." https://digitalcommons.unl.edu/caripubs/62.

Figure 3: Topography



Demographics and At-Risk Populations

As noted above, the planning area includes all of Garden, Morrill, Banner, and Scotts Bluff counties. The U.S. Census Bureau collects specific demographic information for each county. The estimated population of the planning area is 43,441.[13]

Table 17: Estimated Population for Planning Area

AGE	PLANNING AREA	STATE OF NEBRASKA
<5	6.4%	6.9%
5-19	18.2%	20.7%
20-64	46.9%	57.6%
>64	22%	14.8%
MEDIAN	45.3	36.3

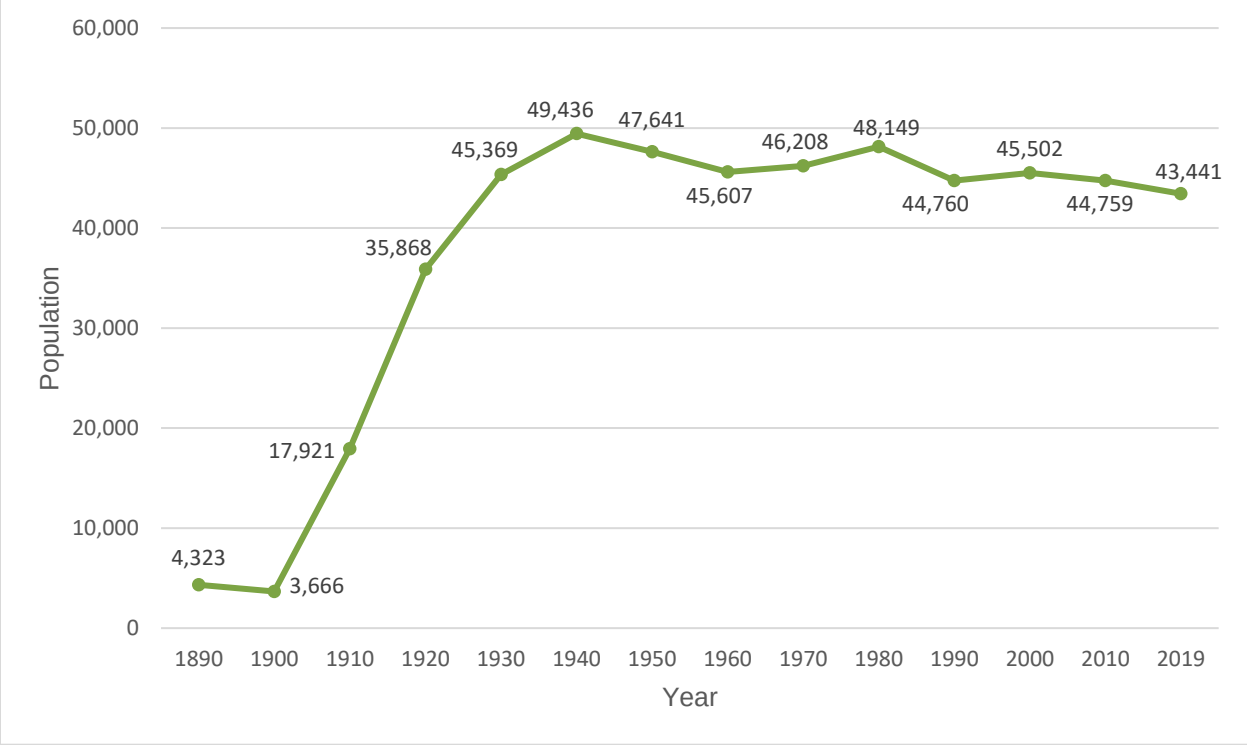
Source: U.S. Census Bureau

Community and regional vulnerability are impacted by growing or declining populations. Communities growing quickly may lack resources to provide services for all members of the community in a reasonable timeframe including snow removal, emergency storm shelters, repairs to damaged infrastructure, or even tracking the location of vulnerable populations. Communities

13 United States Census Bureau. 2018. "S0101: Age and Sex.". https://data.census.gov/cedsci/.

experiencing population decline may be more vulnerable to hazards as a result of vacant and/or dilapidated structures, an inability to properly maintain critical facilities and/or infrastructure, and higher levels of unemployment and populations living in poverty. It is important for communities to monitor their population changes and ensure that potential issues be incorporated into hazard mitigation plans, as well as other planning mechanisms within the community.

Figure 4: Planning Area Population, 1890-2019



Source: U.S. Census Bureau[14]

The planning area has displayed a relatively stable population since 1990. While the U.S. Census Bureau conducts a formal census every ten years, the estimated population of the four-county planning area in 2019 was 43,441. Subsequent updates to this HMP should include updated census data from the 2020 census to determine if the trend is continuing.

At-risk Populations

In general, at-risk populations may have difficulty with medical issues, poverty, extremes in age, and communication issues due to language barriers. Several outliers may be considered when discussing potentially at-risk populations, including:

- Outward appearance does not necessarily mark a person as at-risk;
- A hazard event will, in many cases, impact at-risk populations in different ways.

The National Response Framework defines at-risk populations as "…populations whose members may have additional needs before, during, and after an incident in functional areas,

14 United States Census Bureau. 2018. "S0101: Age and Sex.". https://data.census.gov/cedsci/.

including but not limited to: maintaining independence, communication, transportation, supervision, and medical care."[15]

Dependent children under 20 years old are one of the most vulnerable populations to disasters.[16] The majority of people in this age group do not have access to independent financial resources and transportation. They lack practical knowledge necessary to respond appropriately during a disaster. Despite this vulnerability, children are generally overlooked in disaster planning because the presence of a caretaker is assumed. With approximately 24% of the planning area's population younger than 20, children are a key vulnerable group to address in the planning process.

Schools house a high number of children and adults within the planning area during the daytime hours of weekdays, as well as during special events on evenings and weekends. The following table identifies the various school districts located within the planning area, and Figure 5 is a map of the school district boundaries.

Table 18: School Inventory

School District	Total Enrollment (2019-2020)	Total Teachers
Banner County Schools	130	46
Bayard Public Schools	383	52
Bridgeport Public Schools	450	56
Gering Public Schools	2,049	146
Minatare Public Schools	186	30
Mitchell Public Schools	711	63
Scottsbluff Public Schools	3,527	241

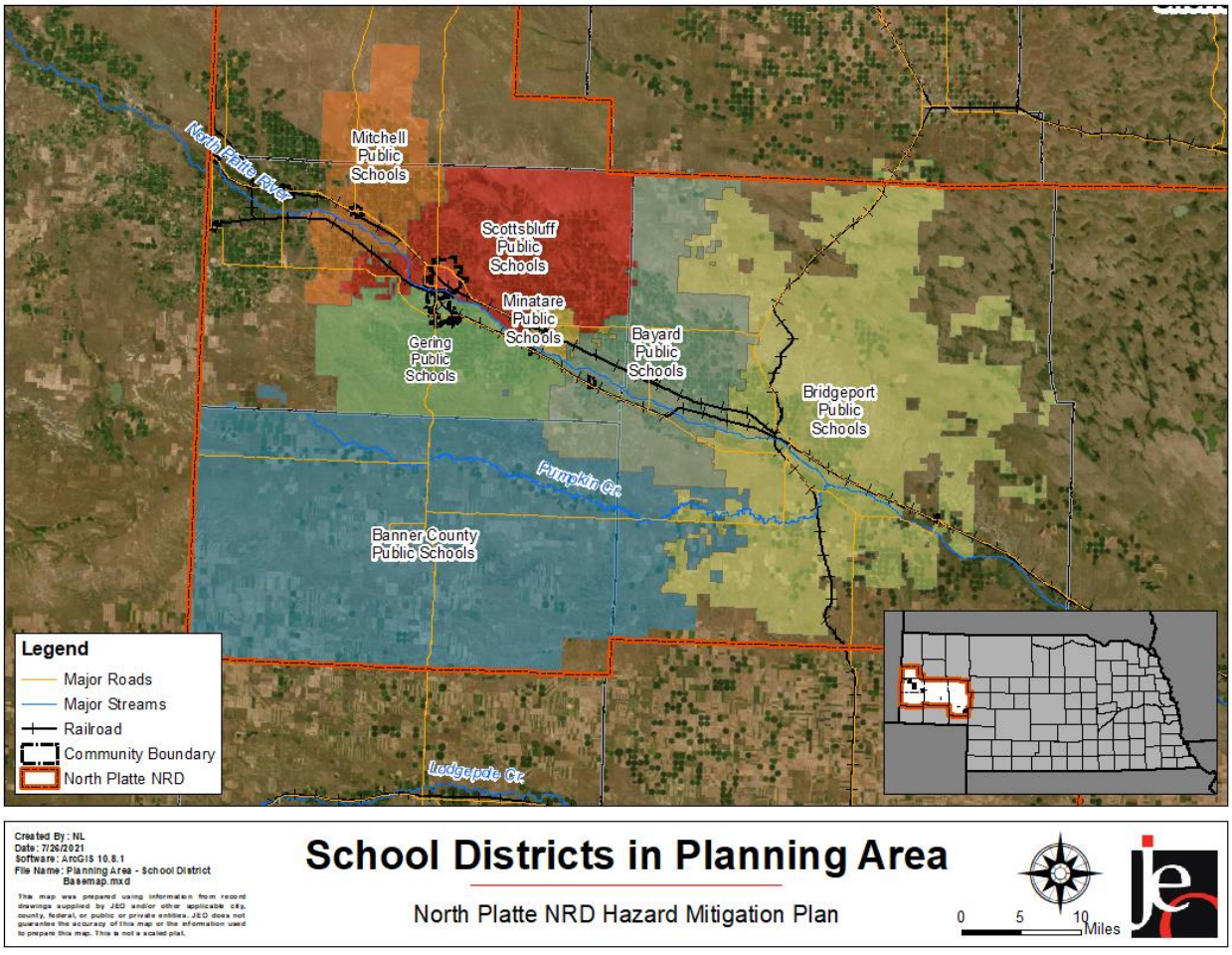
Source: Nebraska Department of Education[17]

15 United States Department of Homeland Security. October 2019. "National Response Framework Third Edition." https://www.fema.gov/media-library/assets/documents/117791.

16 Flanagan, Gregory, Hallisey, Heitgerd, & Lewis. 2011. "A Social Vulnerability Index for Disaster Management." Journal of Homeland Security and Emergency Management, 8(11): Article 3.

17 Nebraska Department of Education. 2019. "Nebraska Education Profile." Accessed December 2020. http://nep.education.ne.gov/.

Figure 5: Regional School Districts



Like minors, seniors (age 65 and greater) are often more significantly impacted by hazards and temperature extremes. During prolonged heat waves or periods of extreme cold, seniors may lack resources to effectively address hazard conditions and as a result may incur injury or potentially death. Prolonged power outages (either standalone events or as the result of other contributing factors) can have significant impacts on any citizen relying on medical devices. One study conducted by the Center for Injury Research and Policy found that increases in vulnerability related to severe winter storms (with significant snow accumulations) begin at age 55.[18] The study found that on average there are 11,500 injuries and 100 deaths annually related to snow removal. Men over the age of 55 are 4.25 times more likely to experience cardiac events during snow removal.

While the previously identified populations live throughout the planning area, there is the potential that they will be located in higher concentrations at care facilities. Table 19 identifies the number and capacity of care facilities throughout the planning area.

18 Center for Injury Research and Policy. January 2011. "Snow Shoveling Safety." Accessed July 2017. http://www.nationwidechildrens.org/cirp-snow-shoveling.

Table 19: Inventory of Care Facilities

Jurisdiction	Hospitals	Hospital Beds	Health Clinics	Adult Care Homes	Adult Care Beds	Assisted Living Homes	Assisted Living Beds
Banner	0	0	0	0	0	0	0
Garden	1	10	1	1	40	0	0
Morrill	1	20	2	2	97	1	9
Scotts Bluff	1	172	1	5	440	8	301

Source: Nebraska Department of Health and Human Services[19,20,21,22]

In addition to residents being classified as at-risk by age, there are other specific groups within the planning area that experience vulnerabilities related to their ability to communicate or their economic status. Table 20 provides statistics per county regarding households with English as a second language (ESL) and population reported as in poverty within the past 12 months.

Table 20: ESL and Poverty At-Risk Populations

County	Percent that speak English as second language	People below poverty level
Banner	5.6%	5.8%
Garden	4.9%	7.7%
Morrill	10.1%	8.7%
Scotts Bluff	11.9%	13.6%

Source: U.S. Census Bureau[23,24]

Residents below the poverty line may lack resources to prepare for, respond to, or recover from hazard events. Residents with limited economic resources might struggle to prioritize the implementation of mitigation measures over more immediate needs. Further, residents with limited economic resources are more likely to live in older, more vulnerable structures. These structures could be mobile homes; located in the floodplain; located in remote rural areas away from urban amenities; located near know hazard sites (i.e., chemical storage areas); or older poorly maintained structures. Residents below the poverty line will be more vulnerable to all hazards within the planning area.

Residents who speak English as a second language may struggle with a range of issues before, during, and after hazard events. General vulnerabilities revolve around what could be an inability to effectively communicate with others or an inability to comprehend materials aimed at notification and/or education of hazard events. When presented with a hazardous situation it is important that all community members be able to receive, decipher, and act on relevant information. An inability to understand warnings and notifications may prevent non-native English speakers from taking action in a timely manner. Further, educational materials related to regional hazards are most often developed in the dominant language for the area, for the planning area that would be English. Residents who struggle with English in the written form may not have

19 Department of Health and Human Services. December 2020. "Assisted Living Facilities." http://dhhs.ne.gov/licensure/Documents/ALF%20Roster.pdf.
20 Department of Health and Human Services. December 2020. "Hospitals." http://dhhs.ne.gov/licensure/Documents/Hospital%20Roster.pdf#search=hospital%20roster.
21 Department of Health and Human Services. December 2020. "Long Term Care Facilities." http://dhhs.ne.gov/licensure/Documents/LTCRoster.pdf#search=long%20term%20care%20facilities%20roster.
22 Department of Health and Human Services. December 2020. "Rural Health Clinic." http://dhhs.ne.gov/licensure/Documents/RHC_Roster.pdf#search=hospital%20roster.
23 U.S. Census Bureau. 2020. "Language Spoken at Home: 2017 American Community Survey (ACS) 5-year estimates." https://data.census.gov/cedsci/.
24 U.S. Census Bureau. 2020. "Selected Economic Characteristics: 2017 ACS 5-year estimate." https://data.census.gov/cedsci/.

sufficient information related to local concerns to effectively mitigate potential impacts. Residents with limited English proficiency would be at an increased vulnerability to all hazards within the planning area.

Similar to residents below the poverty line, racial minorities tend to have access to fewer financial and systemic resources that would enable them to implement hazard mitigation projects and to respond and recover from hazard events, including residence in standard housing and possession of financial stability. The mostly homogenous racial profile of the planning area indicates that racial inequity will not significantly affect the community's vulnerability to hazards (Table 21).

Table 21: Racial Composition Trends

Race	2010		2019		% Change
	Number	% of Total	Number	% of Total	
White, Not Hispanic	40,344	90.8%	40,127	92.4%	+1.6%
Black	181	0.4%	361	0.8%	+0.4%
American Indian and Alaskan Native	612	1.4%	711	1.6%	+0.2%
Asian	259	0.6%	273	0.6%	0%
Native Hawaiian and Other Pacific Islander	29	<0.1%	45	0.1%	+ <0.1%
Other Races	1,966	4.4%	940	2.2%	-2.2%
Two or More Races	1,029	2.3%	984	2.3%	0%
Total Population	**44,420**	**-**	**43,411**	**-**	**-**

Source: U.S. Census Bureau[25,26]

Built Environment and Structural Inventory

The U.S. Census provides information related to housing units and potential areas of vulnerability as described in the following discussion.

Of the occupied housing units in the planning area, more than 29 percent are renter occupied. Renter-occupied housing units often do not receive many of the updates and retrofits that are needed to make them resilient to disaster impacts. Communities may consider enacting landlord outreach programs aimed at educating property owners about the threats in their area and what they can do to help reduce the vulnerability of the tenants living in their housing units. It should be noted that Scotts Bluff County has the highest percentage of renter-occupied housing units in the planning area. The village of McGrew, the largest community in the planning area, has more than 30 percent of housing stock occupied by renters.

Banner County has the highest percentage of vacant housing units compared to the other three counties. Unoccupied homes may not be maintained as well as occupied housing, thus adding to their vulnerability. During disaster events like high winds or tornadoes, these structures may fail and result in debris which can impact other structures as well as people, resulting in injuries or fatalities, as well as higher damage totals.

25 U.S. Census Bureau. 2020. "Race: 2010 ACS 5-year estimate." https://data.census.gov/cedsci/.
26 U.S. Census Bureau. 2020. "Race: 2018 ACS 5-year estimate." https://data.census.gov/cedsci/.

Table 22: Housing Characteristics

Jurisdiction	Total Housing Units				Occupied Housing Units			
	Occupied		Vacant		Owner		Renter	
	#	%	#	%	#	%	#	%
Banner County	283	68.2%	132	31.8%	197	69.6%	86	30.4%
Garden County	868	70.1%	371	29.9%	640	73.7%	228	26.3%
Morrill County	1,954	80%	487	20%	1,398	71.5%	556	28.5%
Scotts Bluff County	14,732	89.9%	1649	10.1%	9,863	66.9%	4,869	33.1%
Bayard	440	76.1%	138	23.9%	336	76.4%	104	23.6%
Bridgeport	651	85.1%	114	14.9%	460	70.7%	191	29.3%
Broadwater	85	65.4%	45	34.6%	51	60%	34	40%
Gering	3,165	92.3%	263	7.7%	2,382	75.3%	783	24.7%
Henry	40	80%	10	20%	29	72.5%	11	27.5%
Lewellen	95	52.5%	86	47.5%	82	86.3%	13	13.7%
Lyman	134	85.9%	22	14.1%	112	83.6%	22	16.4%
McGrew	42	67.7%	20	32.3%	35	83.3%	7	16.7%
Melbeta	59	90.8%	6	9.2%	55	93.2%	4	6.8%
Minatare	327	86.5%	51	13.5%	187	57.2%	140	42.8%
Mitchell	783	86.7%	120	13.3%	603	77%	180	23%
Morrill	391	81.6%	88	18.4%	260	66.5%	131	33.5%
Oshkosh	378	84.8%	68	15.2%	279	73.8%	99	26.2%
Scottsbluff	6,139	92.5%	499	7.5%	3,282	53.5%	2,857	46.5%
Terrytown	482	89.6%	56	10.4%	289	60%	193	40%
Planning Area	**17,837**	**-**	**2,639**	**-**	**12,098**	**-**	**5,739**	**-**

Source: U.S. Census Bureau[27]

The US Census provides information related to housing units and potential areas of vulnerability. The selected characteristics examined in Table 23 include lacking complete plumbing facilities; lacking complete kitchen facilities; no telephone service available; housing units that are mobile homes; and housing units with no vehicles.

Table 23: Selected Housing Characteristics

	Banner	Garden	Morrill	Scotts Bluff	Total
Occupied Housing Units	283 (68.2%)	868 (70.1%)	1,954 (80%)	14,732 (89.9%)	17,837
Lacking Complete Plumbing Facilities	2.1%	0.1%	1.0%	0.3%	70 (0.4%)
Lacking Complete Kitchen Facilities	2.1%	0.9%	1.8%	1.0%	194 (1.1%)

27 U.S. Census Bureau. 2020. "Selected Housing Characteristics: 2018 ACS 5-year estimate." https://data.census.gov/cedsci/.

NO TELEPHONE SERVICE AVAILABLE	2.5%	0.9%	0.7%	1.8%	292 (1.6%)
NO VEHICLES AVAILABLE	2.5%	2.3%	3.9%	5.2%	877 (4.9%)
MOBILE HOMES	5.1%	5.6%	8.1%	5.8%	1,246 (7.0%)

Source: U.S. Census Bureau, 2021[28]

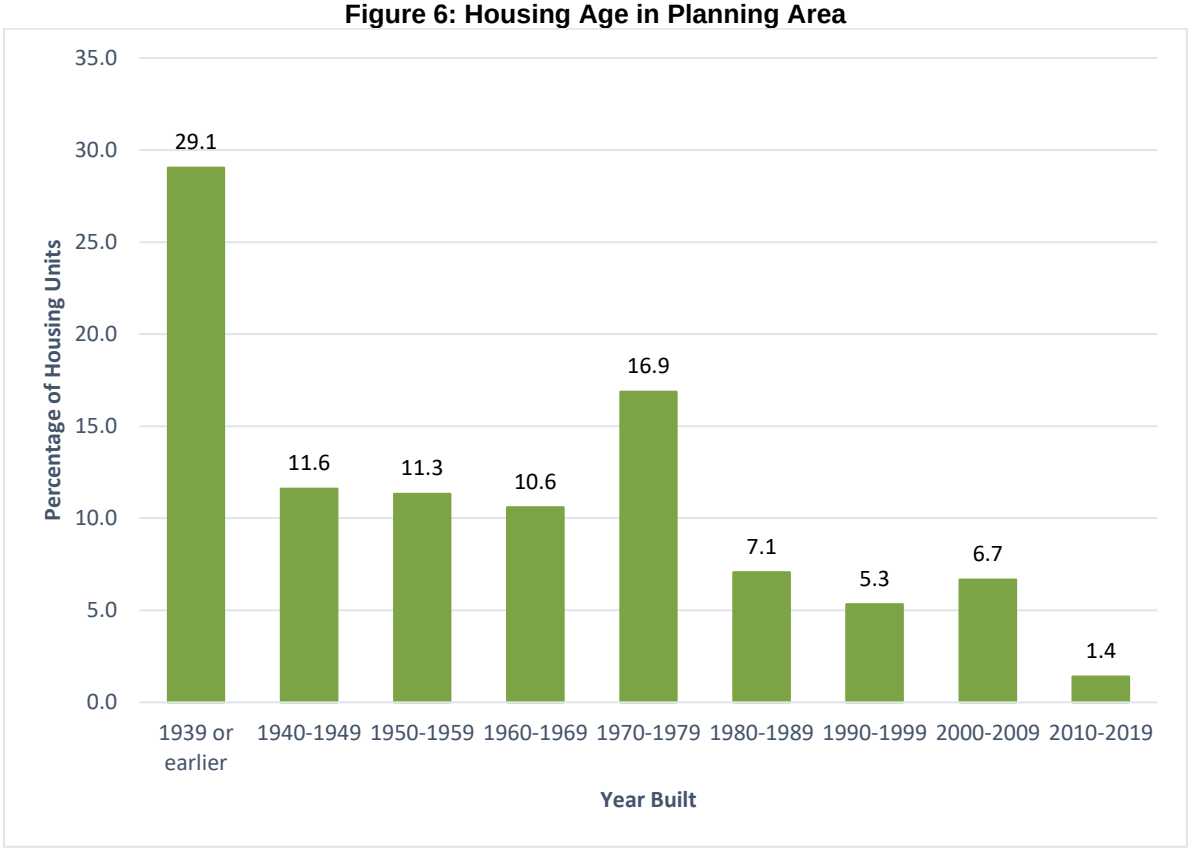
Approximately 1.6 percent of housing units lack access to landline telephone service. This does not necessarily indicate that there is not a phone in the housing unit, as cell phones are now the primary form of telephone service. However, this lack of access to landline telephone service does represent a population at increased risk to disaster impacts. Reverse 911 systems are designed to contact households via landline services and as a result, some homes in hazard prone areas may not receive notification of potential impacts in time to take protective actions. Emergency managers should continue to promote the registration of cell phone numbers with Reverse 911 systems. The CodeRED system is available for many communities and residents to use in the planning area. This opt-in program sends emergency alerts and hazard event updates to cellular devices located within specific geographical areas based on cell tower reception. Additionally, emergency managers, the National Weather Service, and other government agencies can utilize FEMA's Integrated Public Alert and Warning System (IPAWS) to send emergency alerts and weather warnings to cellphones within a designated area. Like CodeRED, notifications are sent to all cellphone users within specific geographical areas without needing to opt-in.

Approximately 7 percent of housing units in the planning area are mobile homes. Morrill County has the highest rate of mobile homes in its housing stock at 8.1 percent. Mobile homes have a higher risk of sustaining damages during high wind events, tornadoes, severe thunderstorms, and severe winter storms. Mobile homes that are either not anchored or are anchored incorrectly can be overturned by 60 mph winds. A thunderstorm is classified as severe when wind speeds exceed 58 mph, placing improperly anchored mobile homes at risk. Furthermore, approximately 4.9 percent of all housing units in the planning area do not have a vehicle available. Households without vehicles may have difficulty evacuating during a hazardous event and a reduced ability to access resources in times of need.

The majority of homes within the planning area were built prior to 1970 (63%), with 29% of homes built prior to 1939 (Figure 6). Housing age can serve as an indicator of risk, as structures built prior to the development of state building codes may be more vulnerable. Residents living in these homes maybe at higher risk to the impacts of high winds, tornadoes, severe winter storms, and thunderstorms.

28 U.S. Census Bureau. 2021. "Selected Housing Characteristics: 2019 ACS 5-year estimate." https://data.census.gov/cedsci/.

Figure 6: Housing Age in Planning Area



Source: U.S. Census Bureau[29]

State and Federally Owned Properties

The following table provides an inventory of state and federally owned properties within the planning area by county.

Table 24: State and Federally Owned Facilities

Facility	Nearest Community
Banner County	
Wildcat Hills WMA	McGrew, NE
Williams Gap WMA	McGrew, NE
Garden County	
Crescent Lake National Wildlife Refuge	Oshkosh, NE
Ash Hollow State Historical Park	Lewellen, NE
Morrill County	
Bridgeport SRA	Bridgeport, NE
Chet And Jane Fleisbach WMA	Bayard, NE
Chimney Rock National Historic Site	Bayard, NE
Arnold Trupp WMA	Bayard, NE
SCOTTS BLUFF COUNTY	
Cedar Canyon WMA	Gering, NE
Wildcat Hills SRA	Gering, NE
Montz Point WMA	Gering, NE

29 U.S. Census Bureau. 2021. "Selected Housing Characteristics: 2019 ACS 5-year estimate." https://data.census.gov/cedsci/.

Scotts Bluff National Monument	Gering, NE
Minatare Lake SRA	Scottsbluff, NE
Nine Mile Creek WMA	Minatare, NE
North Platte National Wildlife Refuge	Scottsbluff, NE
Kiowa WMA	Morrill, NE

Source: Nebraska Game & Parks,[30] U.S National Park Service[31]

Historical Sites

According to the National Register of Historic Places for Nebraska by the National Park Service, there are 36 historic sites located in the planning area. Several of the sites are located in the one percent annual chance floodplain.

Table 25: Historical Sites

Site Name	Date Listed	Nearest Community, County	In Floodplain
Greenwood Stage Station	3/13/2012	Bridgeport, Morrill	Unknown
Mud Springs Station Archeological District	9/6/2011, originally 4/24/1973	Dalton, Morrill	Unknown
Rush Creek Battlefield	9/6/2011	Broadwater, Morrill	Unknown
Schuetz Log Cabin	3/21/2011	Dalton, Morrill	No
Saddle Club	12/27/2007	Scottsbluff, Scotts Bluff	Yes
Gering Courier Building	10/15/2004	Gering, Scotts Bluff	No
Western Public Service Building	10/15/2004	Scottsbluff, Scotts Bluff	No
Rackett Grange Hall # 318	7/5/2001	Lewellen, Garden	No
Fontenelle Apartment House	7/23/1998	Scottsbluff, Scotts Bluff	No
Lincoln Hotel	3/5/1998	Scottsbluff, Scotts Bluff	No
Sandford Hall	7/9/1997	Mitchell, Scotts Bluff	No
Midwest Theater	7/3/1997	Scottsbluff, Scotts Bluff	No
Tri-State Land Company Headquarters Building	1/25/1997	Scottsbluff, Scotts Bluff	No
Lewellen State Aid Bridge	6/29/1992	Lewellen, Garden	Yes
Lisco State Aid Bridge	6/29/1992	Lisco, Garden	Yes
Henry State Aid Bridges	6/29/1992	Henry, Scotts Bluff	Yes
Interstate Canal Bridge	6/29/1992	Scottsbluff, Scotts Bluff	No
Knorr--Holden Continuous Corn Plot	6/11/1992	Scottsbluff, Scotts Bluff	No
Garden County Courthouse	1/10/1990	Oshkosh, Garden	No
Morrill County Courthouse	1/10/1990	Bridgeport, Morrill	No
Scotts Bluff County Courthouse	1/10/1990	Gering, Scotts Bluff	No
US Post Office--Scottsbluff	10/5/1989	Scottsbluff, Scotts Bluff	No
Marquis Opera House	10/10/1985	Scottsbluff, Scotts Bluff	No
Hampton, C. C., Homestead	12/13/1984	Harrisburg, Banner	Unknown
Sorensen, Severin, House	3/31/1983	Gering, Scotts Bluff	No
Quivey, M. B., House	3/24/1983	Mitchell, Scotts Bluff	No
Scottsbluff Carnegie Library	9/3/1981	Scottsbluff, Scotts Bluff	No

[30] Nebraska Game and Parks. 2021. "Public Access ATLAS." https://maps.outdoornebraska.gov/PublicAccessAtlas/.
[31] U.S National Park Service. 2021. "Parks." https://www.nps.gov/state/ne/index.htm.

FORT MITCHELL SITE	6/7/1978	Scottsbluff, Scotts Bluff	Unknown
ASH HOLLOW HISTORIC DISTRICT	8/6/1975	Lewellen, Garden	Yes
CAMP CLARKE BRIDGE SITE	11/8/1974	Bridgeport, Morrill	No
COURTHOUSE AND JAIL HOUSE ROCKS	4/24/1973	Bridgeport, Morrill	No
ASH HOLLOW CAVE	10/15/1966	Lewellen, Garden	Unknown
CHIMNEY ROCK NATIONAL HISTORIC SITE	10/15/1966	Bayard, Morrill	No
ROBIDOUX PASS	10/15/1966	Gering, Scotts Bluff	No
SCOTTS BLUFF NATIONAL MONUMENT	10/15/1966	Gering, Scotts Bluff	No
SIGNAL BUTTE	10/15/1966	Gering, Scotts Bluff	Unknown

Source: National Park Service[32]

32 U.S. National Park Service. January 2021. "National Register of Historic Places NPGallery Database." https://npgallery.nps.gov/nrhp.

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SECTION FOUR: RISK ASSESSMENT

Introduction

The ultimate purpose of this hazard mitigation plan is to minimize the loss of life and property across the planning area. The basis for the planning process is the regional and local risk assessment. This section contains a description of potential hazards, regional vulnerabilities and exposures, probability of future occurrences, and potential impacts and losses. By conducting a regional and local risk assessment, participating jurisdictions can develop specific strategies to address areas of concern identified through this process. The following table defines terms that will be used throughout this section of the plan.

Table 26: Term Definitions

TERM	DEFINITION
HAZARD	A potential source of injury, death, or damages
ASSET	People, structures, facilities, and systems that have value to the community
RISK	The potential for damages, loss, or other impacts created by the interaction of hazards and assets
VULNERABILITY	Susceptibility to injury, death, or damages to a specific hazard
IMPACT	The consequence or effect of a hazard on the community or assets
HISTORICAL OCCURRENCE	The number of hazard events reported during a defined period of time
EXTENT	The strength or magnitude relative to a specific hazard
PROBABILITY	Likelihood of a hazard occurring in the future

Methodology

The risk assessment methodology utilized for this plan follows the same methodology as outlined in the FEMA Local Mitigation Planning Handbook. This process consists of four primary steps: 1) Describe the hazard; 2) Identify vulnerable community assets; 3) Analyze risk; and 4) Summarize vulnerability.

When describing the hazard, this plan will examine the following items: previous occurrences of the hazard within the planning area; locations where the hazard has occurred in the past or is likely to occur in the future; extent of past events and likely extent for future occurrences; and probability of future occurrences. While the identification of vulnerable assets will be conducted across the entire planning area, *Section Seven* will discuss community-specific assets at risk for relevant hazards. Analysis for regional risk will examine historic impacts and losses and what is possible should the hazard occur in the future. Risk analysis will include both qualitative (i.e., description of historic or potential impacts) and quantitative data (i.e., assigning values and measurements for potential loss of assets). Finally, each hazard identified the plan will provide a summary statement encapsulating the information provided during each of the previous steps of the risk assessment process.

For each of the hazards profiled the best and most appropriate data available have been considered. Further discussion relative to each hazard is discussed in the hazard profile portion of this section.

Requirement §201.6(c)(2): Risk assessment. The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

Requirement §201.6(c)(2)(i): The risk assessment shall include a] description of the type … of all natural hazards that can affect the jurisdiction.

Requirement §201.6(c)(2)(i): The risk assessment shall include a] description of the … location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

Requirement §201.6(c)(2)(ii): The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

Requirement §201.6(c)(2)(ii): The risk assessment] must also address National Flood Insurance Program insured structures that have been repetitively damaged floods.

Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

Average Annual Damages and Frequency

FEMA *Requirement §201.6(c)(2)(ii) (B)* suggests that when the appropriate data is available, hazard mitigation plans should also provide an estimate of potential dollar losses for structures in vulnerable areas. This risk assessment methodology includes an overview of assets at risk and provides historic average annual dollar losses for all hazards for which historic event data are available. Additional loss estimates are provided separately for those hazards for which sufficient data is available. These estimates can be found within the relevant hazard profiles.

Average annual losses from historical occurrences can be calculated for those hazards which there is a robust historic record and for which monetary damaged are recorded. There are three main pieces of data used throughout this formula.

- **Total Damages in Dollars:** This is the total dollar amount of all property damages and crop damages as recorded in federal, state, and local data sources. The limitation to these data sources is that dollar figures usually are estimates and often do not include all damages from every event, but only officially recorded damages from reported events.

- **Total Years of Record:** This is the span of years there are data available for recorded events. During this planning process, vetted and cleaned NCEI data are available for January 1996 to September 2020. Although some data are available back to 1950, this plan update only utilizes the more current and more accurate data available. Wildfire data are available from the Nebraska Forest Service from 2000 to 2020.

- **Number of Hazard Events:** This shows how often an event occurs. The frequency of a hazard event will affect how a community responds. A thunderstorm may not cause much

damage each time, but multiple storms can have an incremental effect on housing and utilities. In contrast, a rare tornado can have a widespread effect on a community.

An example of the Event Damage Estimate is found below:

$$\textbf{Annual Damages } (\$) = \frac{Total\ Damages\ in\ Dollars\ (\$)}{Total\ Years\ Recorded\ (\#)}$$

Each hazard will be included, while those which have caused significant damages or occurred in significant numbers are discussed in detail. It should be noted NCEI data are not all inclusive and the database provides very limited information on crop losses. To provide a better picture of the crop losses associated with the hazards within the planning area, crop loss information provided by the Risk Management Agency (RMA) of the USDA was also utilized for this update of the plan for counties with available data. The collected data were from 2000 to 2020. Data for all the hazards are not always available, so only those with an available dataset are included in the loss estimation.

Annual probability can be calculated based on the total years of record and the total number of years in which an event occurred. An example of the annual probability estimate is found below:

$$\textbf{Annual Probability } (\%) = \frac{Total\ Years\ with\ an\ Event\ Occuring(\$)}{Total\ Years\ of\ Record\ (\#)}$$

Hazard Identification

The identification of relevant hazards for the planning area began with a review of the 2019 State of Nebraska Hazard Mitigation Plan. The Regional Planning Team and participating jurisdictions reviewed the list of hazards addressed in the state mitigation plan and determined which hazards were appropriate for discussion relative to the planning area. The hazards for which a risk assessment was completed are included in the following table.

Table 27: Hazards Addressed in the Plan

HAZARDS ADDRESSED IN THE PLAN		
Animal and Plant Disease	Flooding	Public Health Emergency
Dam Failure	Grass/Wildfire	Severe Thunderstorms
Drought	Hazardous Materials - Fixed Sites	Severe Winter Storms
Earthquakes	Hazardous Materials - Transportation	Terrorism
Extreme Heat	Levee Failure	Tornadoes and High Winds

Hazard Elimination

Given the location and history of the planning area, hazards from the State HMP were eliminated from further review. These hazards are listed below with a brief explanation of why the hazards were eliminated.

- **Civil Disorder**: For the entire state, there have been a small number of civil disorder events reported; most date back to the 1960s, however, in 2020 civil disorder events occurred during Black Lives Matter protests. Most events have occurred in the state's

larger communities like Lincoln and Omaha. This approach is consistent with the 2021 Nebraska State HMP.

- **Landslides**: According to the data available related to landslides across the state, no landslides have occurred within the planning area. Landslides across the state have been highly localized and did not exceed local response capabilities. Further, landslides that have occurred (across the state) have not resulted in reported damages. This approach is consistent with the 2021 Nebraska State HMP.

- **Urban Fire:** Fire departments across the planning area have mutual aid agreements in place to address this threat, and typically this hazard is addressed through existing plans and resources. As such, urban fire will not be profiled for this plan. Discussion relative to fire will be focused on wildfire and the potential impacts wildfire could have on the built environment. This approach is consistent with the 2021 Nebraska State HMP.

Hazard Assessment Summary Tables

The following table provides an overview of the data contained in the hazard profiles. Hazards listed in this table and throughout the section are in alphabetical order. This table is intended to be a quick reference for people using the plan and does not contain source information. Source information and full discussion of individual hazards are included later in this section. Annual probability is based off the number of years that had at least one event.

Table 28: Regional Risk Assessment

Hazard	Previous Occurrences	Approximate Annual Probability*	Likely Extent
Animal and Plant Disease	Animal Disease: 21	Animal Disease 6/6 = 100%	~7 animals per event
	Plant Disease: 100	Plant Disease 18/20 = 90%	Crop damage or loss
Dam Failure	2	2/130 = 2%	Varies by structure
Drought	438/1,512 months	29%	D1-D4
Earthquakes	0	0/120 = <1%	Less 5.0 on the Richter Scale
Extreme Heat	128	109/127 = 86%	>100°F
Flooding	63	18/25 = 72%	Some inundation of structures. Some evacuations of people may be necessary.
Grass/Wildfire	1,384	21/21 = 100%	Avg 44 acres Some homes and structures threatened or at risk
Hazardous Materials - Fixed Sites	20	15/31 = 48%	0 – 20,000 Gallons 25.2 – 3600 Pounds
Hazardous Materials - Transportation	32	18/50 = 36%	0 – 22,000 Gallons

Levee Failure	0/120	Less than 1%	Varies by extent
Public Health Emergency	4,855 COVID cases	Unknown	Varies by extent
Severe Thunderstorms (includes hail)	1,207	25/25 = 100%	>1" rainfall Avg 64 mph winds Hail range 0.75-4.5" (H2-H4); Avg hail 1.3"
Severe Winter Storms	288	24/25 = 96%	8-70 degrees below zero (wind chill) 2-25" snow 10-60 mph winds
Terrorism	0/47	Less than 1%	Varies by event
Tornadoes and High Winds	Tornadoes: 70	17/25 = 68%	Avg: EF0 Range EF0-EF4
	High Winds: 188	22/25 = 88%	Avg 55 mph; Range 40-83 Estimated Gust

** Annual Probability = Total Years with an Event Occurrence / Total Years of Record*

The following table provides loss estimates for hazards with sufficient data. Detailed descriptions of major events are included in *Section Seven: Community Profiles.*

Table 29: Hazard Loss Estimates for the Planning Area

Hazard Type		Count	Property	Crop[2]
Animal and Plant Disease	Animal Disease[1]	21	155 animals	N/A
	Plant Disease[2]	100	N/A	$2,649,321
Dam Failure[5]		2	-	N/A
Drought[6,8]		438/1,512 months	-	$22,121,299
Earthquakes[11]		0	-	-
Extreme Heat[7]		Avg 4 days per year	-	$9,608,148
Flooding[8]	Flash Flood	56	$1,686,000	$317,576
	Flood	7	$16,000	
Grass/Wildfire[12] *2 Injuries*		1,384	$89,100	$47,760
Hazardous Materials - Fixed Sites[3]		20	-	N/A
Hazardous Materials - Transportation[4]		32	$3,190,501	N/A
Levee Failure[10]		0	-	N/A
Public Health Emergency*[13] *56 Fatalities*		4,855 cases	0	N/A
Severe Thunderstorms[8] *39 injuries*	Hail	897	$107,297,650	$98,441,107
	Heavy Rain	25	-	
	Lightning	1	-	
	Thunderstorm Wind	284	$4,518,600	
Severe Winter Storms[8]	Blizzard	48	$5,177,000	$27,286,955
	Extreme Cold/Wind Chill	24	-	

	Heavy Snow	63	$10,000	
	Ice Storm	0	-	
	Winter Storm	124	$125,000	
	Winter Weather	28	$28,000	
TERRORISM[9]		0	-	N/A
TORNADOES AND HIGH WINDS[8] *2 INJURIES*	Tornadoes	70	$3,719,000	$9,475
	High Winds	188	$78,500	$20,616,654
TOTAL		**3,374**	**$125,935,352**	**$181,098,293**

** As of August 1, 2021 (COVID only)*

N/A: Data not available
1 NDA (2015-2020)
2 USDA RMA (2000-2020)
3 NRC (1990-2020)
4 PHMSA (1971-2020)
5 NeDNR Correspondence (March 2021)
6 NOAA (1895-2020)
7 NOAA Regional Climate Center (1893-2020)
8 NCEI (1996-Sept 2020)
9 Global Terrorism Database (1970-2017)
10 USACE (1900-March 2021)
11 USGS (1960-Jan 2021)
12 NFS (2000-2020)
13 John Hopkins University (Aug 2021)

Historical Disaster Declarations

The following tables show past disaster declarations that have been granted within the planning area.

Farm Service Agency Small Business Administration Disasters

The U.S. Small Business Administration (SBA) was created in 1953 as an independent agency of the federal government to aid, counsel, assist, and protect the interests of small business concerns, to preserve free competitive enterprise, and maintain and strengthen the overall economy of our nation. A program of the SBA includes disaster assistance for those affected by major natural disasters. The following table summarizes the SBA Disasters involving the planning area since 2006.

Table 30: SBA Declarations

DECLARATION DATE	DISASTER DECLARATION NUMBER	TITLE	PRIMARY COUNTIES	CONTIGUOUS COUNTIES
01/07/2007	NE-00011	Severe Winter Storms	Garden, Morrill	
5/30/2008	NE-00019	Severe Storms, Tornadoes, and Flooding	Morrill	
07/31/2009 08/10/2009	NE-00027	Severe Storms, Tornadoes, and Flooding	Garden, Morrill, Scotts Bluff	
02/25/2010 03/26/2010	NE-00033	Severe Winter Storms and Snowstorm	Morrill	
07/15/2010 08/29/2010 09/01/2010	NE-00038	Severe Storms, Flooding, and Tornadoes	Garden, Morrill	

08/12/2011 12/12/2011	NE-00043	Flooding	Garden, Scotts Bluff	
04/1/2013	NE-00049	Drought	Banner, Garden, Morrill, Scotts Bluff	
12/10/2013	NE-00053	Drought	Banner, Garden, Morrill, Scotts Bluff	
01/28/2015	NE-00059	Drought	Garden	Morrill
06/25/2015	NE-00065	Severe Storms, Tornadoes, Straight-line Winds, and Flooding	Morrill	

Source: Small Business Administration, 2006-2021[33]

Presidential Disaster Declarations

Presidential disaster declarations are available via FEMA from 1953 to 2020. Declarations prior to 1962 are not designated by county on the FEMA website and are not included below. The following table describes presidential disaster declarations within the planning area for the period of record. Note that while data is available from 1953 onward, the planning area has received 16 presidential disaster declarations, beginning in since 1997.

Table 31: Presidential Disaster Declarations

Disaster Declaration Number	Declaration Date	Title	Affected Counties	Public Assistance
1190	11/01/1997	Severe Snow Storms, Rain, and Strong Winds	Banner, Scotts Bluff	-
1373	05/16/2001	Severe Winter Storms, Flooding and Tornadoes	Banner, Garden, Morrill	$2,982,075.51
1674	01/07/2007	Severe Winter Storms	Garden, Morrill	$124,357,843.32
1765	05/30/2008	Severe Storms, Tornadoes, and Flooding	Morrill	$499,319.42
1770	06/20/2008	Severe Storms, Tornadoes, and Flooding	Morrill	$36,258,650.19
1853	07/31/2009	Severe Storms, Tornadoes, and Flooding	Garden, Morrill, Scotts Bluff	$4,491,366.48
1878	02/25/2010	Severe Winter Storms and Snowstorm	Morrill	$6,577,021.37
1924	07/15/2010	Severe Storms and Flooding	Garden, Morrill	$49,926,354.50
3245	09/13/2005	Hurricane Katrina Evacuees	Banner, Garden, Morrill, Scotts Bluff	$393,813.27
3323	06/18/2011	Flooding	Garden, Morrill, Scotts Bluff	-
4013	08/12/2011	Flooding	Garden, Scotts Bluff	$62,808,331.04
4225	06/25/2015	Severe Storms, Tornadoes, Straight-Line Winds, and Flooding	Morrill	$14,309,444.52

33 Small Business Administration. 2001-2019. [data files]. Office of Disaster Assistance | Resources." https://www.sba.gov/offices/headquarters/oda/resources/1407821.

4325	08/01/2017	Severe Storms, Tornadoes, and Straight-Line Winds	Banner, Morrill	$15,572,545.59
4420	03/21/2019	Severe Winter Storm, Straight-Line Winds, and Flooding	Banner, Garden, Morrill, Scotts Bluff	$385,146,179.15
3483	03/13/2020	COVID-19	Banner, Garden, Morrill, Scotts Bluff	-
4521	04/04/2020	COVID-19 Pandemic	Banner, Garden, Morrill, Scotts Bluff	$187,306,046.51

Source: Federal Emergency Management Agency, 1953-2020[34]

Climate Adaptation

Long-term climate trends have shifted throughout the 21st century and have created significant changes in precipitation and temperature which have altered the severity and subsequent impacts from severe weather events. The Regional and Local Planning Teams identified changes in the regional climate as a top concern impacting communities, Indian tribes, residents, local economies, and infrastructure throughout the planning area. Discussions on temperature, precipitation, and climate impacts are included below.

The planning area is located in the Northern Great Plains region of the United States, which includes Montana, Wyoming, North Dakota, South Dakota, and Nebraska. A large elevation change across the region contributes to high geographical, ecological, and climatological variability, including a strong gradient of decreasing precipitation moving from east to west across the region. Significant weather extremes impact this area, including winter storms, extreme heat and cold, severe thunderstorms, drought, and flood producing rainfall. The Fourth National Climate Assessment has provided an overview of potential impacts within the planning area.[35]

- **Water**: Water is the lifeblood of the Northern Great Plains, and effective water management is critical to the region's people, crops and livestock, ecosystems, and energy industry. Even small changes in annual precipitation can have large effects downstream; when coupled with the variability from extreme events, these changes make managing these resources a challenge. Future changes in precipitation patterns, warmer temperatures, and the potential for more extreme rainfall events are very likely to exacerbate these challenges.

- **Agriculture:** Agriculture is an integral component of the economy, the history, and the culture of the Northern Great Plains. Recently, agriculture has benefited from longer growing seasons and other recent climatic changes. Some additional production and conservation benefits are expected in the next two to three decades as land managers employ innovative adaptation strategies, but rising temperatures and changes in extreme weather events are very likely to have negative impacts on parts of the region. Adaptation to extremes and to longer-term, persistent climate changes will likely require transformative changes in agricultural management, including regional shifts of agricultural practices and enterprises.

34 Federal Emergency Management Agency. 2021. "Disaster Declarations." Accessed August 2021. https://www.fema.gov/disasters.
35 U.S. Global Change Research Program. 2018. "Fourth National Climate Assessment". https://nca2018.globalchange.gov/.

- **Recreation and Tourism:** Ecosystems across the Northern Great Plains provide recreational opportunities and other valuable goods and services that are at risk in a changing climate. Rising temperatures have already resulted in shorter snow seasons, lower summer stream flows, and higher stream temperatures. These changes have important consequences for local economies that depend on winter or river-based recreational activities. Climate-induced land-use changes in agriculture can have cascading effects on closely entwined natural ecosystems, such as wetlands, and the diverse species and recreational amenities they support.

- **Energy:** Fossil fuel and renewable energy production and distribution infrastructure is expanding within the Northern Great Plains. Climate change and extreme weather events put this infrastructure at risk, as well as the supply of energy it contributes to support individuals, communities, and the U.S. economy as a whole. The energy sector is also a significant source of greenhouse gases and volatile organic compounds that contribute to climate change and ground-level ozone pollution.

Nebraska's Changing Climate

The United States as a whole is experiencing significant changes in temperature, precipitation, and severe weather events resulting from climate change. According to a University of Nebraska report (Understanding and Assessing Climate Change: Implications for Nebraska), the following changes can be expected for Nebraska's future climate:[36]

- Increase in extreme heat events (days over 100°F).
- Decrease in soil moisture by 5-10%.
- Increase in drought frequency and severity.
- Increase in heavy rainfall events.
- Increase in flood magnitude.
- Decrease in water flow in the Missouri River and Platte River from reduced snowpack in the Rocky Mountains.
- Additional 30-40 days in the frost-free season.

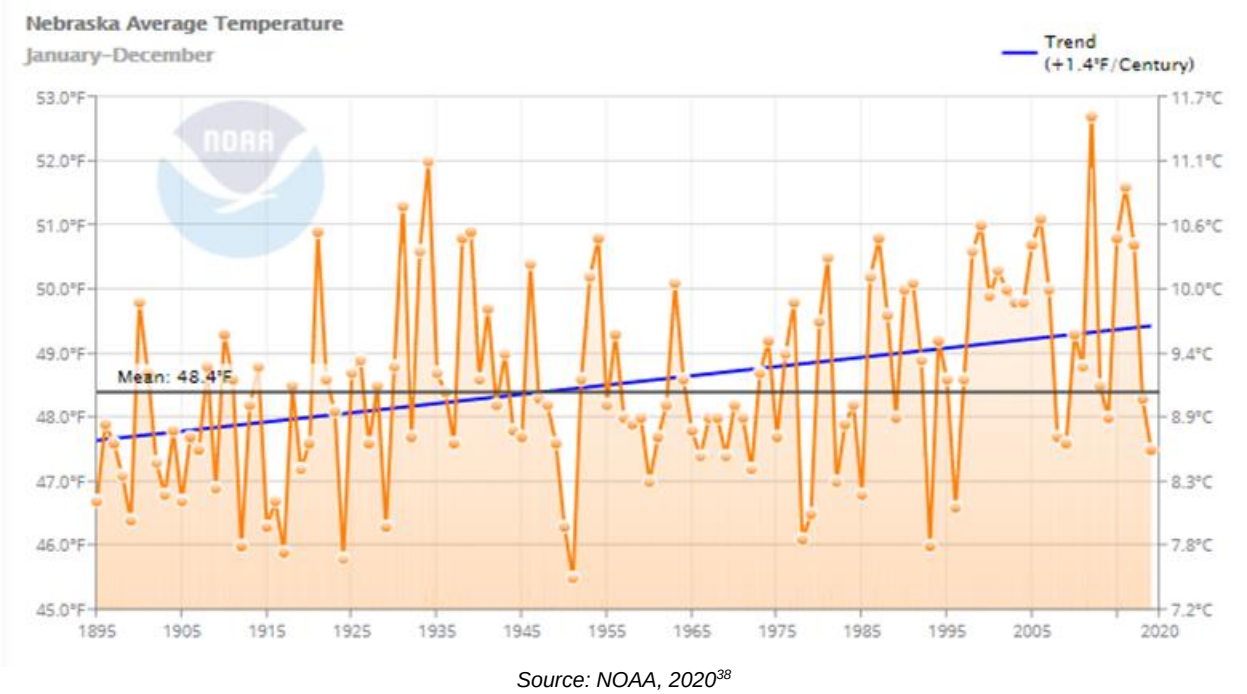
Changes in Temperature

Since 1895 Nebraska's overall average temperature has increased by almost 1.5°F (Figure 7). Climate modeling suggests warmer temperature conditions will continue in the coming decades and rise steadily into mid-century. Warming has increased the most in winter and spring months with winter minimum temperatures rising 2-4°F. In addition, there is greater warming for nighttime lows than for daytime highs. Since 1985, the length of the frost season has increased by an average of more than one week across Nebraska, with the length likely to continue to increase in the future. Projected temperature changes range from 4-9°F by 2099.[37]

36 University of Nebraska-Lincoln. 2014. "Understanding and Assessing Climate Change: Implications for Nebraska". http://snr.unl.edu/download/research/projects/climateimpacts/2014ClimateChange.pdf.

37 University of Nebraska-Lincoln. 2014. "Understanding and Assessing Climate Change: Implications for Nebraska". http://snr.unl.edu/download/research/projects/climateimpacts/2014ClimateChange.pdf.

Figure 7: Average Temperature (1895-2020)



Source: NOAA, 2020[38]

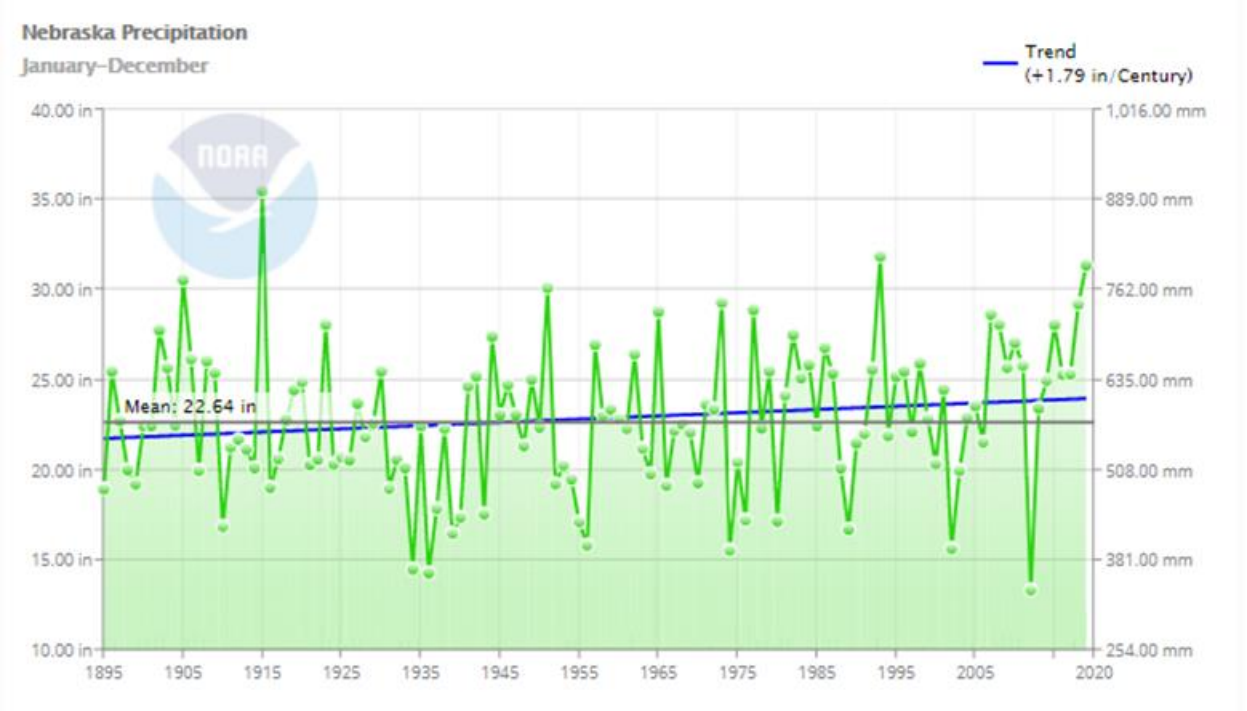
Changes in Precipitation

Changing extremes in precipitation are anticipated in the coming decades, with more significant rain and snowfall events and more intense drought periods. Seasonal variations will be heightened, with more frequent and more significant rainfall expected in the spring and winter and hotter, drier periods in the summer. Since 1895, yearly annual precipitation for Nebraska has increased slightly (Figure 8). This trend is expected to continue as the impacts of climate change continue to be felt. Climate modeling may show only moderate precipitation and streamflow changes; however, the state is already at risk to large annual and seasonable variability as seen by flooding and drought events occurring in concurrent years. There will likely be more days with a heavy precipitation event (rainfall of greater than one inch per day) across the state. Precipitation varies significantly across the state (Figure 9) and moves in a longitudinal gradient. The east receives twice as much precipitation (35 inches annually) as the Nebraska Panhandle (15 inches) on average.[39]

38 NOAA. 2020. "Climate at a Glance: Statewide Time Series.". Accessed September 2020. https://www.ncdc.noaa.gov/cag/statewide/time-series/25/tavg/12/12/1895-2020?base_prd=true&begbaseyear=1901&endbaseyear=2000&trend=true&trend_base=100&begtrendyear=1895&endtrendyear=2020.

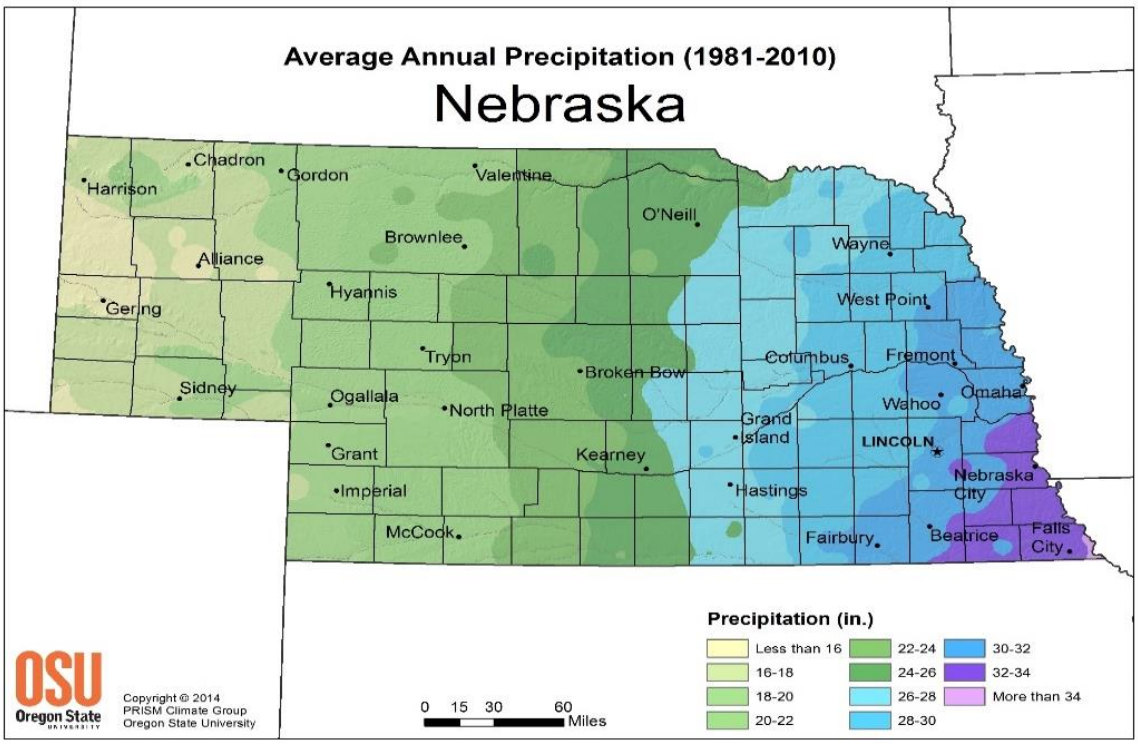
39 North Central Climate Collaborative. January 2020. "NC3 Nebraska Climate Summary." Accessed April 2021. https://northcentralclimate.org/files/2020/01/nc3-Nebraska-Climate-Summary-FINAL_2.12.pdf?x24082.

Figure 8: Average Precipitation (1895-2020)



Source: NOAA, 2020[40]

Figure 9: Average Annual Precipitation for Nebraska (1981-2010)



Source: Oregon State University PRISM Climate Group, 2014

40 U.S. Drought Monitor. January 2021. "Time Series.". Accessed February 2021. https://droughtmonitor.unl.edu/Data/Timeseries.aspx.

Impacts from Climate Change

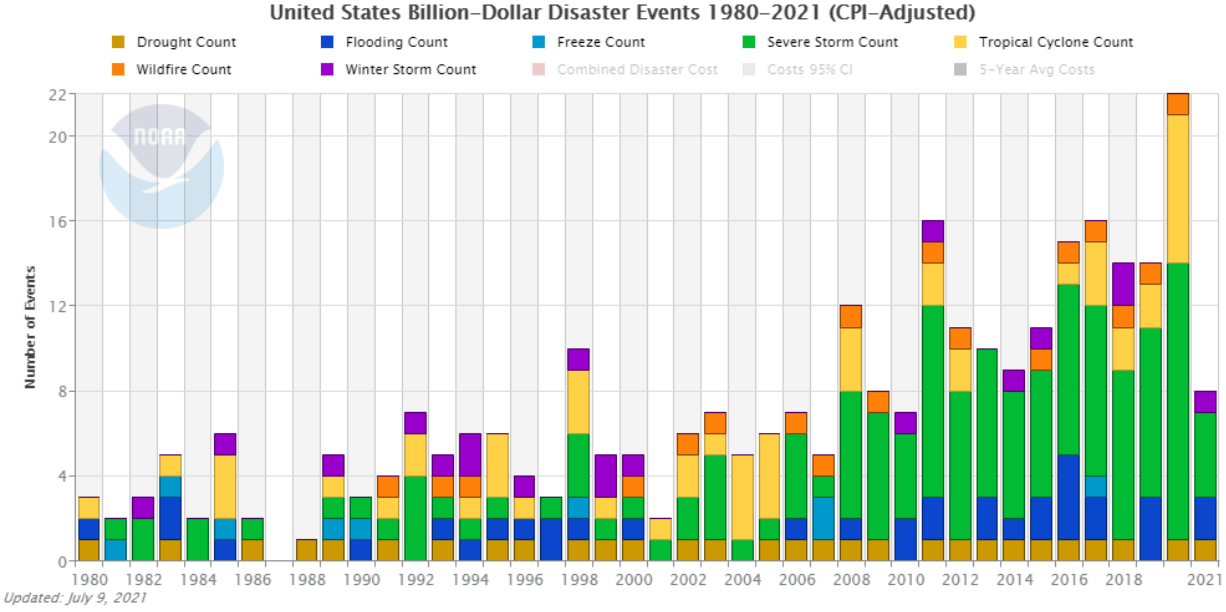
Observed changes in the intensity and frequency of extreme events are a significant concern now and in the future because of the social, environmental, and economic costs associated with their impacts. Challenges that are expected to affect communities, environments, and residents as a result of climate change include:

- Developing and maintaining sustainable agricultural systems.
- Resolving increasing competition among land, water, and energy resources.
- Conserving vibrant and diverse ecological systems.
- Enhancing the resilience of the region's people to the impacts of climatic extremes.

Certain groups of people may face greater difficulty when dealing with the impacts of a changing climate. Older adults, immigrant communities, and those living in poverty are particularly susceptible. Additionally, specific industries and professions tied to weather and climate, like outdoor tourism, commerce, and agriculture, are especially vulnerable.[41]

As seen in the figure below, the United States is experiencing an increase in the number of billion-dollar natural disasters due to increases in development and climate change.

Figure 10: U.S. Billion-Dollar Disaster Events (1980-2021)



Source: NOAA, 2021[42]

Agriculture

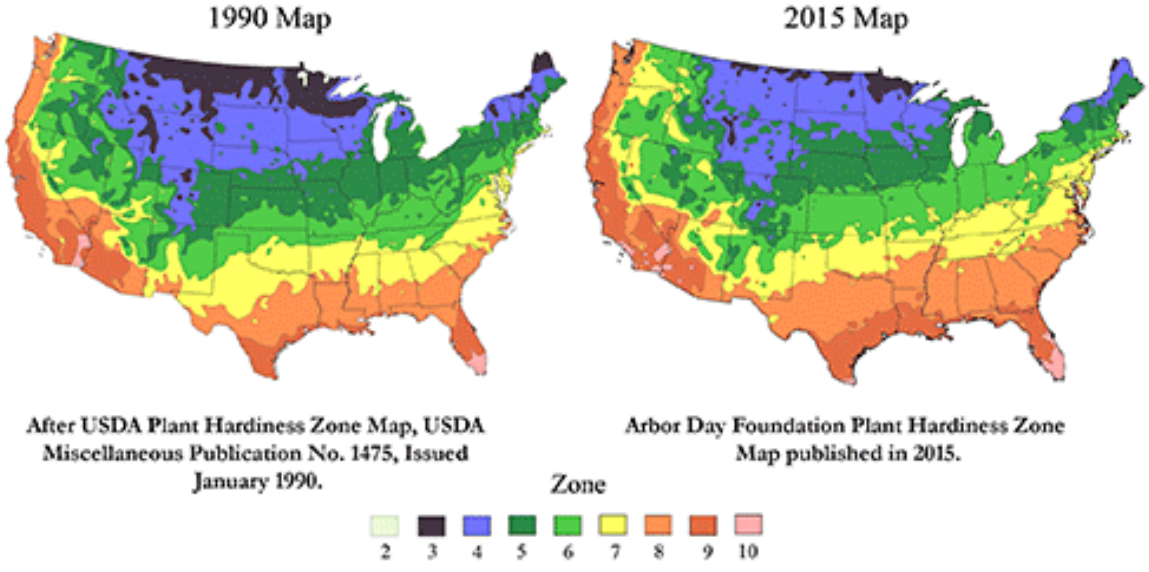
The agricultural sector will experience an increase in droughts, an increase in grass and wildfire events, changes in the growth cycle as winters warm, an influx of new and damaging agricultural diseases or pests, and changes in the timing and magnitude of rainfall. As described in the Plant Hardiness Zone map available for the United States (Figure 11), these changes have shifted the annual growing season and expected agricultural production conditions. Nebraska is vulnerable to changes in growing season duration and growing season conditions as a heavily agriculturally

41 U.S. Environmental Protection Agency. "Climate Impacts on Society." Accessed April 2021. https://19january2017snapshot.epa.gov/climate-impacts/climate-impacts-society_.html.

42 NOAA National Centers for Environmental Information. 2021. "U.S. Billion-Dollar Weather and Climate Disasters". https://www.ncdc.noaa.gov/billions/.

dependent state. These added stressors on agriculture could have devastating economic effects if new agricultural and livestock management practices are not adopted.

Figure 11: Plant Hardiness Zone Change



Source: Arbor Day Foundation, 2018[43]

Air Quality

Rising temperatures will also impact air quality. Harmful air pollutants and allergens increase as temperatures increase. More extended periods of warmth contribute to longer pollen seasons that allow plant spores to travel farther and increase exposure to allergens. More prolonged exposure to allergens can increase the risk and severity of asthma attacks and worsen existing allergies in individuals.[44] An increase in air pollutants can occur from the increased number of grass/wildfires. The public can be exposed to harmful particulate matter from smoke and ash that can cause various health issues. Depending on the length of exposure, age, and individual susceptibility, effects from wildfire smoke can range from eye and respiratory irritation to severe disorders like bronchitis, asthma, and aggravation of pre-existing respiratory and cardiovascular diseases.[45]

Water Quality

Increasing temperatures, shifting precipitation patterns, and extreme weather events impact water quality throughout the state. With the increasing intensity and frequency of extreme precipitation events, impacts to water systems ultimately threaten human health. Events can lead to flooding and stormwater runoff that can carry pollutants across landscapes and threaten human health by contaminating water wells, groundwater, and other bodies of water. Common pollutants include pesticides, bacteria, nutrients, sediment, animal waste, oil, and hazardous waste.

As average temperatures increase, water temperatures also rise and put water bodies at risk for eutrophication and excess algal growth that reduce water quality. In agricultural landscapes this can be exacerbated from major storm events that cause sediment and nutrients such as phosphorous and nitrogen to runoff into nearby water sources. The runoff can contribute to the

43 Arbor Day Foundation. 2018. "Hardiness Zones." https://www.arborday.org/media/map_change.cfm.
44 Asthma and Allergy Foundation of America. 2010. "Extreme Allergies and Climate Change." Accessed 2021. https://www.aafa.org/extreme-allergies-and-climate-change/.
45 AirNow. 2019. "Wildfire Smoke: A Guide for Healthcare Professionals." Accessed 2021. https://www.airnow.gov/sites/default/files/2020-10/wildfire-smoke-guide-revised-2019-chapters-1-3_0.pdf.

buildup of nutrients in the water, increasing plant and algae growth that can deplete oxygen and kill aquatic life. Nutrient enrichment can lead to toxic cyanobacterial harmful algae blooms (cyanoHABs), which can be harmful to animal and human health. CyanoHABs can cause economic damage such as decreasing property values, reducing recreational revenue, and increasing the costs for treating drinking water.[46]

Zoonotic Disease

Changes in temperature and precipitation can alter the geographic range of disease-carrying insects and pests. Mosquitoes that transmit viruses such as Zika, West Nile and dengue may become more prevalent in Nebraska because of the increased temperatures and precipitation. These diseases may initially spread faster as the local population is not aware of the proper steps to reduce their risk.

Energy

As the number of 100°F days increases, along with warming nights, the stress placed on the energy grid will likely increase and possibly lead to more power outages. Severe weather events also stress emergency production, infrastructure transmission, and transportation. Roads, pipelines, and rail lines are all at risk of damages from flooding, extreme heat, erosion, or added stress from increased residential demands.[47] Critical facilities and vulnerable populations that are not prepared to handle periods of power outages, particularly during heat waves, will be at risk.

Drought and Extreme Heat

An increase in average temperatures will contribute to the raise in the frequency and intensity of hazardous events like extreme heat and drought, which will cause significant economic, social, and environmental impacts on Nebraskans. Although drought is a natural part of the climate system, increasing temperatures will increase evaporation rates, decrease soil moisture, and lead to more intense droughts in the future, having negative impacts on farming and community water systems. Extreme heat events have adverse effects on both human and livestock health. Heatwaves may also impact plant health, with negative effects on crops during essential growth stages. Increasing temperatures and drought may reduce the potential for aquifers to recharge, which has long-term implications for the viability of agriculture in Nebraska.

Grass/Wildfire

Rising temperatures will likely increase the frequency and intensity of grass/wildfires. Warmer temperatures cause snow to melt sooner and create drier soils and forests, which act as kindling to ignite fires. Dry and dead trees will increase fuel loads causing fires to spread much quicker. Additionally, warmer nighttime temperatures contribute to the continued spread of wildfires over multiple days.[48]

Severe Storms and Flooding

Nebraska experiences frequent snowstorms and ice storms during winter, which can produce heavy snowfall and high wind gusts that lead to whiteout conditions. In the warmer months, convective storms are common and include flash flood-producing rainstorms and severe thunderstorms capable of producing hail, damaging winds, and tornadoes. As temperatures continue to rise, more water vapor evaporates into the atmosphere, creating increased humidity,

46 USGS. "Nutrients and Eutrophication". Accessed February 2021. https://www.usgs.gov/mission-areas/water-resources/science/nutrients-and-eutrophication?qt-science_center_objects=0#qt-science_center_objects.

47 USGCRP, 2018: Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II: Report-in-Brief [Reidmiller, D.R., C.W. Avery, D.R. Easterling, K.E. Kunkel, K.L.M. Lewis, T.K. Maycock, and B.C. Stewart (eds.)]. U.S. Global Change Research Program, Washington, DC, USA, 186 pp.

48 NASA Global Climate Change. September 2019. "Satellite Data Record Shows Climate Change's Impact on Fires." Accessed 2021. https://climate.nasa.gov/news/2912/satellite-data-record-shows-climate-changes-impact-on-fires/.

which can increase the frequency and intensity of these storms. An increase in severe storms and heavy rain events will lead to more flooding and larger magnitude flood events. These severe storm and flooding events can cause increased damages to structures and put more people at risk of injury or death.

Future Adaptation and Mitigation

The planning area will have to adapt to a changing climate and its impacts or experience an increase in economic losses, property damages, agricultural damages, and loss of life. Past events have typically informed HMPs to be more resilient to future events. This HMP includes strategies for the planning area to address these changes and increase resilience. However, future updates of this HMP should consider including adaptation as a core strategy to be better informed by future projections on the frequency, intensity, and distribution of hazards. Jurisdictions in the planning area should consider past and future climate changes and impacts when incorporating mitigation actions into local planning processes.

Hazard Profiles

Information from participating jurisdictions was collected and reviewed alongside hazard occurrence, magnitude, and event narratives as provided by local, state, and federal databases. Based on this information, profiled hazards were determined to either have a historical record of occurrence or the potential for occurrence in the future. The following profiles will broadly examine the identified hazards across the region. Hazards of local concern or events which have deviated from the norm are discussed in greater detail in each respective community profile (see *Section Seven* of this plan). The following table identifies the prioritization of hazards by participating jurisdictions (i.e., hazards of top concern). Local jurisdictional planning teams selected these hazards from the regional hazard list as the prioritized hazards for the community based on historical hazard occurrences, potential impacts, and the jurisdictions' capabilities. However, it is important to note that while a jurisdiction may not have selected a specific hazard to be profiled, hazard events can impact any community at any time and their selection is not a full indication of risk.

Table 32: Top Hazards of Concern

Jurisdiction	Animal & Plant Disease	Dam Failure	Drought	Earthquakes	Extreme Heat	Flooding	Grass/Wildfire	Hazardous Materials - Fixed Sites	Hazardous Materials - Transportation	Levee Failure	Public Health Emergency	Severe Thunderstorms	Severe Winter Storms	Terrorism	Tornadoes & High Winds
BANNER COUNTY	x					x	x		x				x		x
BANNER COUNTY SCHOOL DISTRICT			x				x					x	x		x
GARDEN COUNTY		x				x	x						x		x
LEWELLEN						x			x			x			x
OSHKOSH			x									x	x		x
LEWELLEN FIRE DEPARTMENT							x					x	x		
MORRILL COUNTY						x			x			x			x
BAYARD	x	x	x						x			x	x		x
BRIDGEPORT						x						x			x
BROADWATER	x		x			x	x						x		x
BAYARD SCHOOL DISTRICT							x		x		x	x	x		x
BRIDGEPORT FIRE DISTRICT			x				x	x				x	x		

Jurisdiction	Animal & Plant Disease	Dam Failure	Drought	Earthquakes	Extreme Heat	Flooding	Grass/Wildfire	Hazardous Materials - Fixed Sites	Hazardous Materials - Transportation	Levee Failure	Public Health Emergency	Severe Thunderstorms	Severe Winter Storms	Terrorism	Tornadoes & High Winds
BRIDGEPORT PUBLIC SCHOOLS			X				X						X		
BROADWATER FIRE DEPARTMENT			X				X					X	X		X
SCOTTS BLUFF COUNTY	X	X	X			X	X					X	X		X
GERING		X				X			X	X		X	X	X	
HENRY															X
LYMAN			X									X	X		X
MCGREW						X				X		X	X		X
MELBETA							X					X	X		
MINATARE												X	X		X
MITCHELL						X		X	X				X		X
MORRILL			X		X		X	X	X			X	X		X
SCOTTSBLUFF			X			X						X			
TERRYTOWN															
GERING SCHOOL DISTRICT									X			X		X	X
LYMAN FIRE DEPARTMENT															
MCGREW FIRE DISTRICT															
MINATARE PUBLIC SCHOOLS			X		X				X			X			X
MINATARE/MELBETA RURAL FIRE DISTRICT			X			X	X					X	X		X
MITCHELL PUBLIC SCHOOLS									X		X	X		X	X

Jurisdiction	Animal & Plant Disease	Dam Failure	Drought	Earthquakes	Extreme Heat	Flooding	Grass/Wildfire	Hazardous Materials - Fixed Sites	Hazardous Materials - Transportation	Levee Failure	Public Health Emergency	Severe Thunderstorms	Severe Winter Storms	Terrorism	Tornadoes & High Winds
MITCHELL FIRE DISTRICT															
MORRILL FIRE AND RESCUE															
SCOTTSBLUFF PUBLIC SCHOOLS						X					X	X	X	X	X
SCOTTSBLUFF FIRE DISTRICT															
PANHANDLE PUBLIC HEALTH DISTRICT							X	X	X		X	X	X		
WESTERN NEBRASKA REGIONAL AIRPORT												X	X		X
WESTERN NEBRASKA COMMUNITY COLLEGE									X		X	X	X	X	X
NORTH PLATTE NRD		X				X	X		X		X	X	X		X
REGION 21 EMERGENCY MANAGEMENT						X			X			X	X		X
REGION 22 EMERGENCY MANAGEMENT			X		X	X						X	X		
ALLIANCE IRRIGATION DISTRICT			X			X	X					X			
BRIDGEPORT IRRIGATION DISTRICT		X	X			X						X			X

Jurisdiction	Animal & Plant Disease	Dam Failure	Drought	Earthquakes	Extreme Heat	Flooding	Grass/Wildfire	Hazardous Materials - Fixed Sites	Hazardous Materials - Transportation	Levee Failure	Public Health Emergency	Severe Thunderstorms	Severe Winter Storms	Terrorism	Tornadoes & High Winds
CASTLE ROCK IRRIGATION DISTRICT		X	X			X				X		X			
ENTERPRISE IRRIGATION DISTRICT		X				X				X		X			X
FARMERS IRRIGATION DISTRICT		X	X			X		X				X			X
GERING-FORT LARAMIE IRRIGATION DISTRICT		X				X						X			X
HOOPER IRRIGATION DISTRICT			X									X			
LISCO IRRIGATION DISTRICT		X				X						X			
MIDLAND-OVERLAND CANAL COMPANY		X										X			X
MINATARE MUTUAL CANAL AND IRRIGATION COMPANY		X				X						X			
MITCHELL IRRIGATION DISTRICT			X			X						X			X
NORTHPORT IRRIGATION DISTRICT		X	X			X						X			X

Jurisdiction	Animal & Plant Disease	Dam Failure	Drought	Earthquakes	Extreme Heat	Flooding	Grass/Wildfire	Hazardous Materials - Fixed Sites	Hazardous Materials - Transportation	Levee Failure	Public Health Emergency	Severe Thunderstorms	Severe Winter Storms	Terrorism	Tornadoes & High Winds
PATHFINDER IRRIGATION DISTRICT		X	X		X	X					X	X			

ANIMAL AND PLANT DISEASE

Agriculture disease is any biological disease or infection that can reduce the quality or quantity of either livestock or vegetative crops. This section looks at both animal disease and plant disease, as both make up a significant portion of Nebraska's and the planning area's economy.

The State of Nebraska's economy is heavily invested in both livestock and crop sales. According to the Nebraska Department of Agriculture (NDA) in 2017, the market value of agricultural products sold was estimated at nearly $22 billion; this total is split between crops (estimated $9.31 billion) and livestock (estimated $12.67 billion). For the planning area, the market value of sold agricultural products exceeded $973 million.[49]

Table 33 shows the population of livestock within the planning area. This count does not include wild populations that are also at risk from animal diseases.

Table 33: Livestock Inventory

County	Market Value of 2017 Livestock Sales	Cattle and Calves	Hogs and Pigs	Poultry Egg Layers	Sheep and Lambs
Banner	$79,707,000	49,150	0	523	(D)
Garden	$33,129,000	64,832	95	157	173
Morrill	$239,302,000	149,543	37	613	262
Scotts Bluff	$223,923,000	104,216	(D)	1,259	1,239
TOTAL	**$576,061,000**	**367,741**	**132**	**2,552**	**1,674**

Source: U.S. Census of Agriculture, 2017
**(D) Withheld to avoid disclosing data for individual farms.*

The following tables provide the value and acres of land in farms for the planning area. Scotts Bluff County has the highest number of farms, but Morrill County has the most land (acres) in farms in the planning area. Scotts Bluff County has highest crop sales, which accounts for 42% of sales in the four-county area. Corn is the most prevalent crop type in the region followed by wheat.

Table 34: Land and Value of Farms in the Planning Area

County	Number of Farms	Land in Farms (acres)	Market Value of 2017 Crop Sales
Banner	193	423,063	$20,802,000
Garden	211	200,926	$33,129,000
Morrill	426	828,588	$80,390,000
Scotts Bluff	760	441,624	$98,804,000
TOTAL	**1,590**	**1,894,201**	**$233,125,000**

Source: U.S. Census of Agriculture, 2017

49 US Department of Agriculture, National Agricultural Statistics Server. 2020. "2017 Census of Agriculture – County Data." Accessed July 2020. https://www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Volume_1,_Chapter_2_County_Level/Nebraska/.

Table 35: Crop Values

County	Corn		Soybeans		Wheat	
	Acres Planted	Value (2017)	Acres Planted	Value (2017)	Acres Planted	Value (2017)
Banner	24,085	$7,432,000	(D)	(D)	49,746	$5,961,000
Garden	33,262	$18,997,000	2,224	$944,000	30,119	$3,871,000
Morrill	83,030	$43,938,000	309	$151,000	22,903	$3,334,000
Scotts Bluff	78,393	$43,938,000	(D)	(D)	6,413	$886,000
TOTAL	**218,770**	**$114,305,000**	**2,533**	**$1,095,000**	**109,181**	**$14,052,000**

Source: U.S. Census of Agriculture, 2017
**(D) Withheld to avoid disclosing data for individual farms.*

Location

Given the strong agricultural presence in the planning area, animal and plant disease have the potential to occur across the planning area. If a major outbreak were to occur, the economy in the entire planning area would be affected, including urban areas.

The primary land uses where animal and plant disease will be observed include agricultural lands, range or pasture lands, and forests. It is possible that animal or plant disease will occur in domestic animals or crops in urban areas.

Historical Occurrences

Animal Disease

The NDA provides reports on diseases occurring in the planning area. There were 21 instances of animal disease reported between 2015 and 2020 by the NDA (Table 36). These outbreaks affected 155 animals.

Table 36: Livestock Diseases Reported in the Planning Area

Year	County	Disease	Population Impacted
2015	Morrill	Paratuberculosis	1
2015	Morrill	Bovine Viral Diarrhea	10
2015	Scotts Bluff	Porcine Circovirus	40
2016	Scotts Bluff	Paratuberculosis	1
2016	Garden	West Nile Virus	1
2016	Morrill	Bluetongue	3
2016	Garden	Porcine Circovirus	1
2016	Scotts Bluff	Equine Herpesvirus	1
2017	Scotts Bluff	Paratuberculosis	1
2018	Morrill	Paratuberculosis	32
2018	Scotts Bluff	Marek's Disease	1
2018	Scotts Bluff	Leptospirosis	1
2019	Scotts Bluff	Paratuberculosis	2
2019	Garden	Bovine Viral Diarrhea	7
2019	Garden	Anaplasmosis	3
2019	Garden	Bluetongue	20
2019	Morrill	Bluetongue	3
2019	Scotts Bluff	Vesicular Stomatitis	5
2020	Garden	Enzootic Bovine Leukosis	18
2020	Morrill	Bovine Viral Diarrhea	1

Year	County	Disease	Population Impacted
2020	Garden	Bluetongue	4

Source: Nebraska Department of Agriculture, 2015- 2020[50]

Plant Disease

A variety of diseases can impact crops and often vary from year to year. The NDA provides information on some of the most common plant diseases, which are listed below.

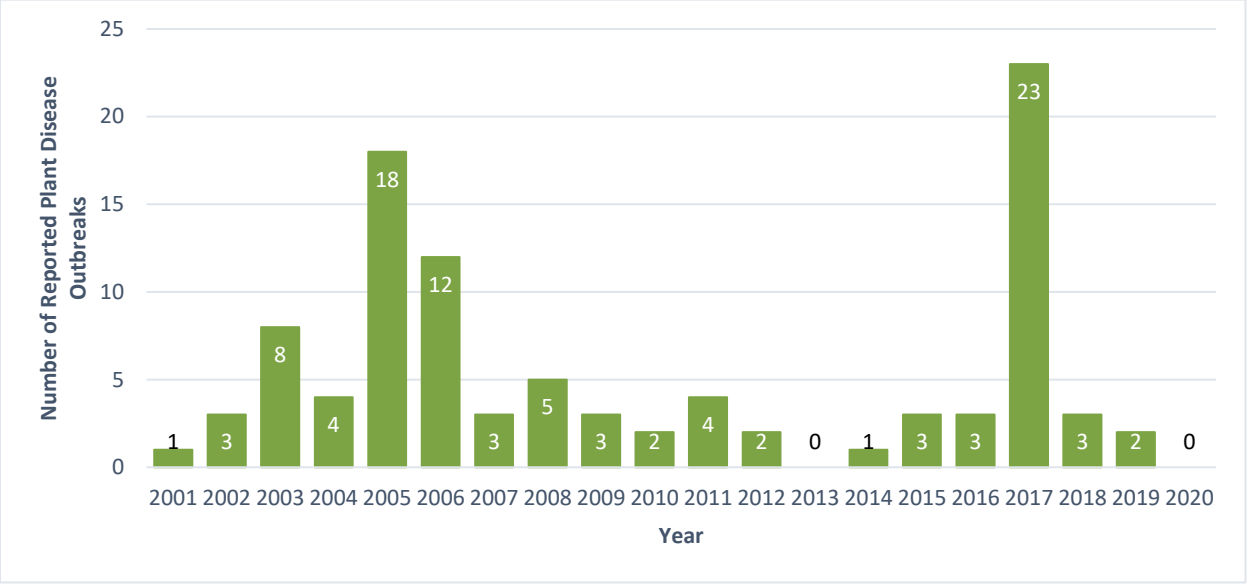
Table 37: Common Crop Diseases in Nebraska by Crop Types

Crop Diseases		
Corn	Anthracnose	Southern Rust
	Bacterial Stalk Rot	Stewart's Wilt
	Common Rust	Common Smut
	Fusarium Stalk Rot	Goss's Wilt
	Fusarium Root Rot	Head Smut
	Gray Leaf Spot	Physoderma
	Maize Chlorotic Mottle Virus	
Soybeans	Anthracnose	Pod and Stem Blight
	Bacterial Blight	Purple Seed Stain
	Bean Pod Mottle	Rhizoctonia Root Rot
	Brown Spot	Sclerotinia Stem Rot
	Brown Stem Rot	Soybean Mosaic Virus
	Charcoal Rot	Soybean Rust
	Frogeye Leaf Spot	Stem Canker
	Phytophthora Root and Stem Rot	Sudden Death Syndrome
Wheat	Barley Yellow Dwarf	Leaf Rust
	Black Chaff	Tan Spot
	Crown and Root Rot	Wheat Soil-borne Mosaic
	Fusarium Head Blight	Wheat Streak Mosaic
Sorghum	Ergot	Zonate Leaf Spot
	Sooty Stripe	
Other Pests	Grasshoppers	Western Bean Cutworm
	European Corn Borer	Corn Rootworm
	Corn Nematodes	Bean Weevil
	Mexican Bean Beatle	Soybean Aphids
	Rootworm Beatles	Emerald Ash Borer

The RMA provides data on plant disease events and plant losses in the planning area. There are 100 instances of plant diseases reported from 2000-2020 by the RMA (Figure 12). These outbreaks caused $2,649,321 in crop losses.

50 Nebraska Department of Agriculture. January 2021. "Livestock Disease Reporting." https://nda.nebraska.gov/animal/reporting/NovemberYTD2020.pdf.

Figure 12: Plant Disease Events by Year



Source: NDA, 2000-2020

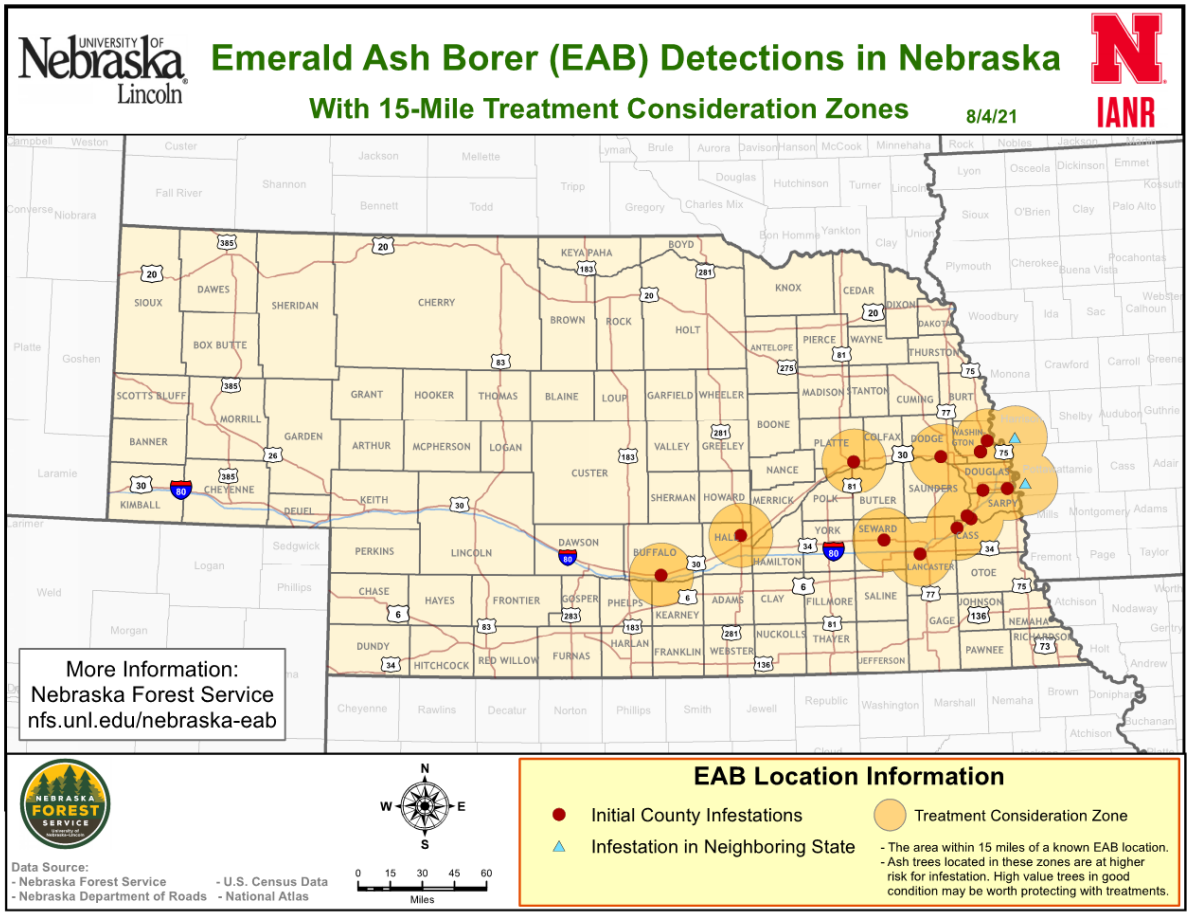
Emerald Ash Borer

The spread and presence of the Emerald Ash Borer (EAB) have become a rising concern for many Nebraskan communities in recent years. The beetle spreads through transport of infected ash trees, lumber, and firewood. All species of North American ash trees are vulnerable to infestation. Confirmed cases of EAB have been found in three Canadian provinces and 35 US states, primarily in the eastern, southern, and midwestern regions. The two most recent infestation confirmations came from South Dakota, Maine, and Vermont in early 2018; however, EAB can be found in Iowa, Missouri, Kansas, South Dakota, and Colorado. Nebraska's confirmed cases occurred on private land in Omaha and Greenwood in 2016.[51] Figure 13 shows the locations of Nebraska's confirmed EAB cases as of January 2021. No confirmed cases have occurred in the planning area; however, the beetle is spreading west. Many communities across the state are prioritizing the removal of ash trees to help curb potential infestations and tree mortality.

While adult beetles cause little damage, larvae damage trees by feeding on the inner bark of mature and growing trees, causing tunnels. Effects of EAB infestation include extensive damage to trees by birds, canopy dieback, bark splitting, and water sprout growth at the tree base, and eventual tree mortality. EAB has impacted millions of trees across North America, killing young trees one to two years after infestation and mature trees three to four years after infestation.[52] Estimated economic impacts to Nebraska's 44 million ash trees exceed $981 million.[53]

51 Emerald Ash Borer Information Network. April 2018. "Emerald Ash Borer." http://www.emeraldashborer.info/.
52 Arbor Day Foundation. 2015. "Emerald Ash Borer." https://www.arborday.org/trees/health/pests/emerald-ash-borer.cfm.
53 "Nebraska Emerald Ash Borer Response Plan." May 2015. https://nfs.unl.edu/NebraskaEABResponsePlan.pdf.

Figure 13: EAB Detections in Nebraska



Source: Nebraska Forest Service, 2021

Mountain Pine Beetle

The Mountain Pine Beetle (MPB) is an insect pest that has appeared in the Pine Ridge and Wildcat Hills areas of the Nebraska Panhandle. The beetle is native to the western forests of North America and outbreaks have resulted in millions of trees being killed. The beetles attack various pine trees, including limber, lodgepole, ponderosa, and Scotch pines. Once a tree is infested by MPB, there is nothing one can do to stop it from being killed. Forest management is an effective way to prevent MPB from killing forests, through diversifying tree ages and spacing them out. Various sprays can also be used to prevent infestation, but there are currently no labeled pesticides to control an already infested tree.[54] Dead or dying trees affected by EAB or MPB are also more likely to cause damage during high winds, severe thunderstorms, or severe winter storms from weakened or hazardous limbs and can contribute a significant fuel load to grass/wildfire events.

Average Annual Losses

According to the USDA RMA (2000-2020) there were 100 plant disease events in the planning area. While the RMA does not track losses for livestock, annual crop losses from plant disease

[54] Nebraska Invasive Species Program. 2021. "Mountain Pine Beetle." https://neinvasives.com/species/insects/mountain-pine-beetle.

can be estimated. Agricultural livestock disease losses are determined from the Nebraska Department of Agriculture.

Table 38: Agricultural Plant Disease Losses

Hazard Type	Number of Events	Events per Year	Total Crop Loss	Average Annual Crop Loss
Plant Disease	100	4.8	$2,649,321	$126,158

Source: RMA, 2000-2020

Table 39: Agricultural Livestock Disease Losses

Hazard Type	Number of Events	Events per Year	Total Animal Losses	Average Animal Losses per Event
Animal Disease	21	4.2	155	7

Source: NDA, 2015-2020

Extent

There is no standard for measuring the magnitude of agricultural disease. Historical events have impacted livestock ranging from a single individual to 40 individuals. The planning area is heavily dependent on the agricultural economy. Any severe plant or animal disease outbreak which may impact this sector would negatively impact the entire planning area's economy.

Probability

Given the historic record of occurrence for animal disease (at least one animal disease outbreak reported in all six years), for the purposes of this plan, the annual probability of animal disease occurrence is 100 percent. Given the historic record of occurrence for agricultural plant disease events (19 out of 21 years with a reported event), for the purposes of this plan, the annual probability of agricultural plant disease occurrence is 90%.

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 40: Regional Agricultural Disease Vulnerabilities

Sector	Vulnerability
People	-Those in direct contact with infected livestock -Potential food shortage during prolonged events -Residents in poverty if food prices increase
Economic	-Regional economy is reliant on the agricultural industry -Large scale or prolonged events may impact tax revenues and local capabilities -Land value may largely drive population changes within the planning area
Built Environment	None
Infrastructure	-Transportation routes can be closed during quarantine
Critical Facilities	None
Climate	-Exacerbate outbreaks, impacts, and/or recovery period -Changes in seasonal normals can promote spread of invasive species and agricultural disease

DAM FAILURE

According to the Nebraska Administrative Code, dams are "any artificial barrier, including appurtenant works, with the ability to impound water, wastewater, or liquid-borne materials and which is:

- twenty-five feet or more in height from the natural bed of the stream or watercourse measured at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier if it is not across a stream channel or watercourse, to the maximum storage elevation or
- has an impounding capacity at maximum storage elevation of fifty acre-feet or more, except that any barrier described in this subsection which is not in excess of six feet in height or which has an impounding capacity at maximum storage elevation of not greater than fifteen acre-feet shall be exempt, unless such barrier, due to its location or other physical characteristics, is classified as a high hazard potential dam.

Dams do not include:

- an obstruction in a canal used to raise or lower water;
- a fill or structure for highway or railroad use, but if such structure serves, either primarily or secondarily, additional purposes commonly associated with dams it shall be subject to review by the department;
- canals, including the diversion structure, and levees; or
- water storage or evaporation ponds regulated by the United States Nuclear Regulatory Commission."[55]

The NeDNR uses a classification system for dams throughout the state, including those areas participating in this plan. The classification system includes three classes, which are defined in the table below.

Table 41: Dam Size Classification

SIZE	EFFECTIVE HEIGHT (FEET) X EFFECTIVE STORAGE (ACRE-FEET)	EFFECTIVE HEIGHT
SMALL	≤ 3,000 acre-feet	and ≤ 35 feet
INTERMEDIATE	> 3,000 acre-feet to < 30,000 acre-feet	or > 35 feet
LARGE	≥ 30,000 acre-feet	Regardless of Height

Source: NeDNR, 2013[56]

The effective height of a dam is defined as the difference in elevation in feet between the natural bed of the stream or watercourse measured at the downstream toe (or from the lowest elevation of the outside limit of the barrier if it is not across stream) to the auxiliary spillway crest. The effective storage is defined as the total storage volume in acre-feet in the reservoir below the elevation of the crest of the auxiliary spillway. If the dam does not have an auxiliary spillway, the effective height and effective storage should be measured at the top of dam elevation.

55 Nebraska Department of Natural Resources. "Department of Natural Resources Rules for Safety of Dam and Reservoirs." Nebraska Administrative Code, Title 458, Chapter 1, Part 001.09.

56 Nebraska Department of Natural Resources. 2013. "Classification of Dams: Dam Safety Section." https://dnr.nebraska.gov/sites/dnr.nebraska.gov/files/doc/dam-safety/resources/Classification-Dams.pdf.

Dam failure, as a hazard, is described as a structural failure of a water-impounding structure. Structural failure can occur during extreme conditions, which include, but are not limited to:

- Reservoir inflows in excess of design flows
- Flood pools higher than previously attained
- Unexpected drop in pool level
- Pool near maximum level and rising
- Excessive rainfall or snowmelt
- Large discharge through spillway
- Erosion, landslide, seepage, settlement, and cracks in the dam or area
- Earthquakes
- Vandalism
- Terrorism

The NeDNR and U.S. Army Corps of Engineers (USACE) regulate dam safety in Nebraska. Dams are classified by the potential hazard each poses to human life and economic loss. The following are classifications and descriptions for each hazard class:

- **Low Hazard Potential**: Failure of the dam expected to result in no probable loss of human life and in low economic loss. Failure may damage storage buildings, agricultural land, and county roads.

- **Significant Hazard Potential**: Failure of the dam expected to result in no probable loss of human life but could result in major economic loss, environmental damage, or disruption of lifeline facilities. Failure may result in shallow flooding of homes and commercial buildings or damage to main highways, minor railroads, or important public utilities.

- **High Hazard Potential**: Failure of the dam expected to result in loss of human life is probable. Failure may cause serious damage to homes, industrial or commercial buildings, four-lane highways, or major railroads. Failure may cause shallow flooding of hospitals, nursing homes, or schools.

Location

According to USACE's National Institute of Dams, there are a total of 75 dams located within the planning area, with classifications ranging from low to high hazard. Figure 14 maps the location of these dams in the planning area.

Table 42: Dams in the Planning Area

County	Low Hazard	Significant Hazard	High Hazard
Banner	21	1	0
Garden	7	0	1
Morrill	12	6	2
Scotts Bluff	12	7	5
Sioux	0	1	0
TOTAL	**52**	**15**	**8**

Source: USACE, 2020[57]

[57] United States Army Corps of Engineers. February 2021. "National Inventory of Dams." https://nid.sec.usace.army.mil/ords/f?p=105:19:15077170345077::NO:::

Dams classified with high hazard potential require the creation of an Emergency Action Plan (EAP). The EAP defines responsibilities and provides procedures designed to identify unusual and unlikely conditions which may endanger the structural integrity of the dam within sufficient time to take mitigating actions and to notify the appropriate emergency management officials of possible, impending, or actual failure of the dam. The EAP may also be used to provide notification when flood releases will create major flooding. An emergency situation can occur at any time; however, emergencies are more likely to happen when extreme conditions are present. There are eight high hazard dams located within the planning area. Five are in Scotts Bluff County, two are in Morrill County, and one is in Garden County.

Table 43: High Hazard Dams in the Planning Area

County	Dam Name	NID ID	Purpose	Dam Height (Feet)	Max Storage (Acre Ft)	Last Inspection Date
Garden	Wes Clark Cat Dam	NE01204	Flood Control	30	328	6/19/18
Morrill	Wildhorse 5-A	NE00650	Flood Control	42	2,180	6/21/18
Morrill	Wildhorse 14-A	NE00651	Flood Control	45	1,909	6/21/18
Scotts Bluff	Gering Valley A	NE00664	Flood Control	55	725	6/20/18
Scotts Bluff	Lake Allice Lower Dam	NE01071	Irrigation	24	13,400	7/8/2015
Scotts Bluff	Lake Alice No.1	NE01072	Irrigation	44	15,287	9/7/2017
Scotts Bluff	Lake Alice No. 1-1/2	NE01072	Irrigation	24	15,287	9/7/2017
Scotts Bluff	Minatare	NE01075	Irrigation	114	62,190	9/6/2017

Source: USACE, 2021[58]

Upstream Dams Outside the Planning Area

According to the Banner, Garden, Morrill, and Scotts Bluff County's Local Emergency Operations Plans, [59,60,61,62] there are three upstream dams outside of the planning area that would impact the counties. Information regarding these dams is discussed below.

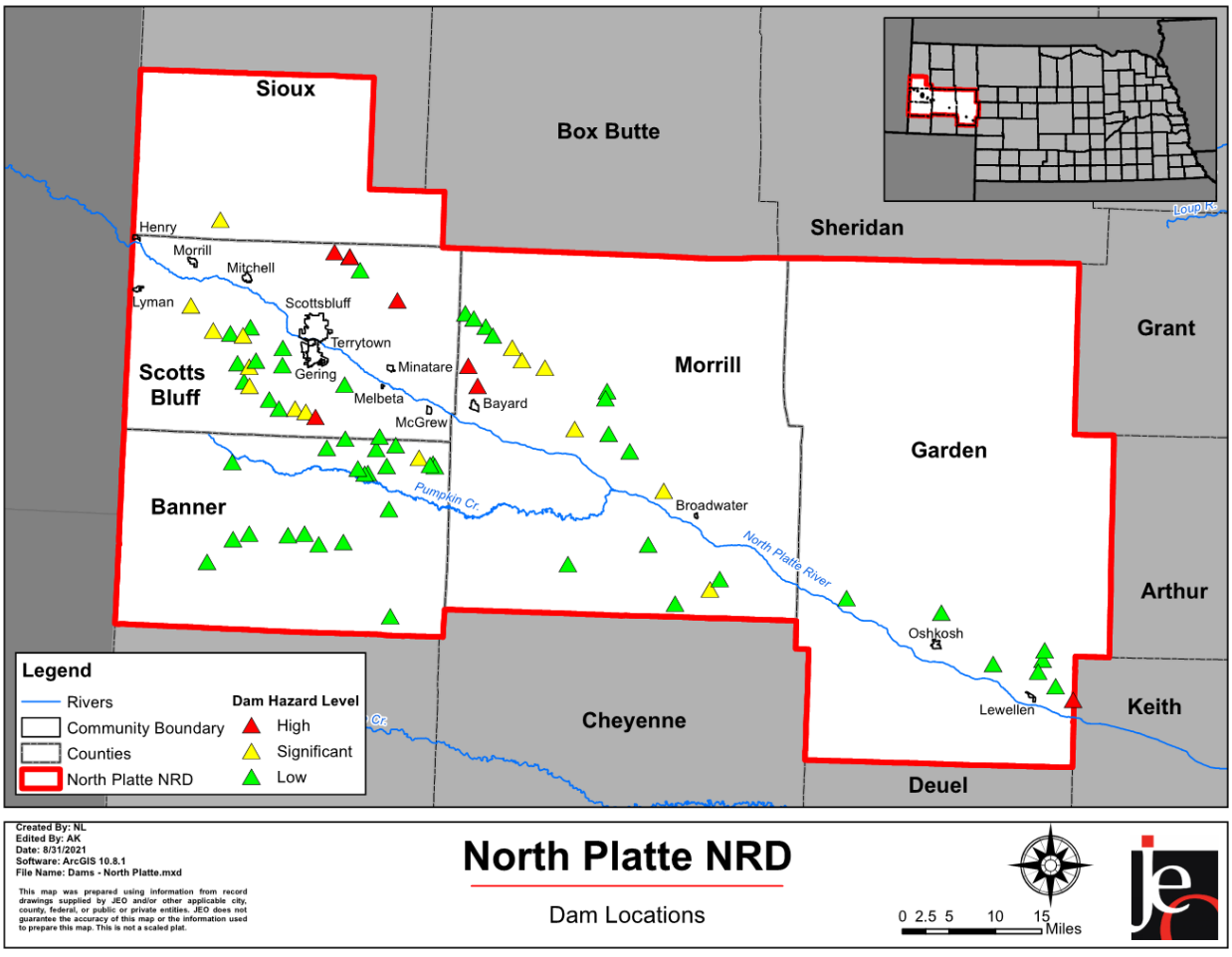
Table 44: Upstream Dams

Dam Name	Owner	Hazard Potential
Robert Downer Flood Control Dam	Robert Downer	High
Grayrocks Dam	Basin Electric Power Conservative	High
Guernsey Dam	Basin Electric Power Cooperative	High

Source: USACE, 2021

58 United States Army Corps of Engineers. February 2021. "National Inventory of Dams." https://nid.sec.usace.army.mil/ords/f?p=105:19:15077170345077::NO:::
59 Banner County Emergency Management Agency. 2017. "Banner County Local Emergency Operations Plan."
60 Garden County Emergency Management Agency. 2018. "Garden County Local Emergency Operations Plan."
61 Morrill County Emergency Management Agency. 2019. "Morrill County Local Emergency Operations Plan."
62 Scotts Bluff County Emergency Management Agency. 2020. "Scotts Bluff County Local Emergency Operations Plan."

Figure 14: Dam Locations



Historical Occurrences

NeDNR reported two dam failures within the planning area. The following table lists information about these failure events. There were no reported damages from the dam failure events.

Table 45: Dam Failures

Dam Name	County	Failure Year	Hazard Class	Downstream Damage
Airdale Dam 1	Banner	1987	Low	None
Scott Dam 695	Banner	1997	Low	Unknown

Source: NeDNR, 2021

Average Annual Losses

There were no reported damages from any of the dam failures. In general, dam failure events would be confined to damage in the inundation area. Community members in the planning area that wish to quantify and evaluate the threat of dam failure should contact their County Emergency Management, local NRD, or NeDNR to view EAPs and breach inundation area maps.

Extent

Areas (i.e., agricultural land, out buildings, county roads, and communities) directly downstream of dams are at greatest risk in the case of dam failure. The extent of dam failure is indicated by its hazard classification and location. Note that hazard classification does not indicate the likelihood of a dam failure event to occur, but rather the extent of potential damages that may occur in case of a failure. Thus, the high hazard dams in the planning area would have the greatest impact if they were to fail. Inundation maps are not publicly available due to concerns of vandalism and terrorism. Key facilities located in inundation areas are discussed in each county's LEOP.

Probability

Based on the historic record of reported incidents, there is a two percent probability (2 out of 130 years with an occurrence) that dam failure will occur annually in the planning area.

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 46: Regional Dam Failure Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Those living downstream of high hazard dams -Those at recreational sites situated near high hazard dams -Evacuation needs likely with high hazard dam failure events -Hospitals, nursing homes, and the elderly at greater risk due to low mobility -Banner County: LEOP estimated less than 1% of the population would be affected -Garden County: LEOP estimated 3% of the population would be affected -Morrill County: LEOP estimated 50% of the population would be affected -Scotts Bluff County: LEOP estimated 6-10% of the population would be affected
ECONOMIC	-Loss of downstream agricultural land -Businesses or recreation sites located in inundation areas would be impacted and closed for an extended period of time -Employees of closed businesses may be out of work for an extended period of time
BUILT ENVIRONMENT	-Damage to facilities, recreation areas, and roads
INFRASTRUCTURE	-Transportation routes could be closed for extended period of time
CRITICAL FACILITIES	-Any critical facilities in inundation areas are vulnerable to damages
CLIMATE	-Increased annual precipitation contributes to sustained stress on systems -Changes in water availability and supply can constrain energy production and reservoir stores

DROUGHT

Drought is generally defined as a natural hazard that results from a substantial period of below normal precipitation. Although many erroneously consider it a rare and random event, drought is a normal, recurrent feature of climate. It occurs in virtually all climatic zones, but its characteristics vary significantly from one region to another. A drought often coexists with periods of extreme heat, which together can cause significant social stress, economic losses, and environmental degradation. The planning area is largely rural, which presents an added vulnerability to drought events; drought conditions can significantly and negatively impact the agricultural economic base.

Drought is a slow-onset, creeping phenomenon that can affect a wide range of people, livestock, and industries. While many impacts of these hazards are non-structural, there is the potential that during prolonged drought events structural impacts can occur. Drought normally affects more people than other natural hazards, and its impacts are spread over a larger geographical area. As a result, the detection and early warning signs of drought conditions and assessment of impacts are more difficult to identify than that of quick-onset natural hazards (e.g., flood) that results in more visible impacts. According to the National Drought Mitigation Center (NDMC), droughts are classified into four major types:

> **Drought** is a normal, recurrent feature climate, although many erroneously consider it a rare and random event. It occurs in virtually all climatic zones, but its characteristics vary significantly from one region to another.
>
> ~National Drought Mitigation Center

- **Meteorological Drought** is defined based on the degree of dryness and the duration of the dry period. Meteorological drought is often the first type of drought to be identified and should be defined regionally as precipitation rates and frequencies (norms) vary.

- **Agricultural Drought** occurs when there is deficient moisture that hinders planting germination, leading to low plant population per hectare and a reduction of final yield. Agricultural drought is closely linked with meteorological and hydrological drought; as agricultural water supplies are contingent upon the two sectors.

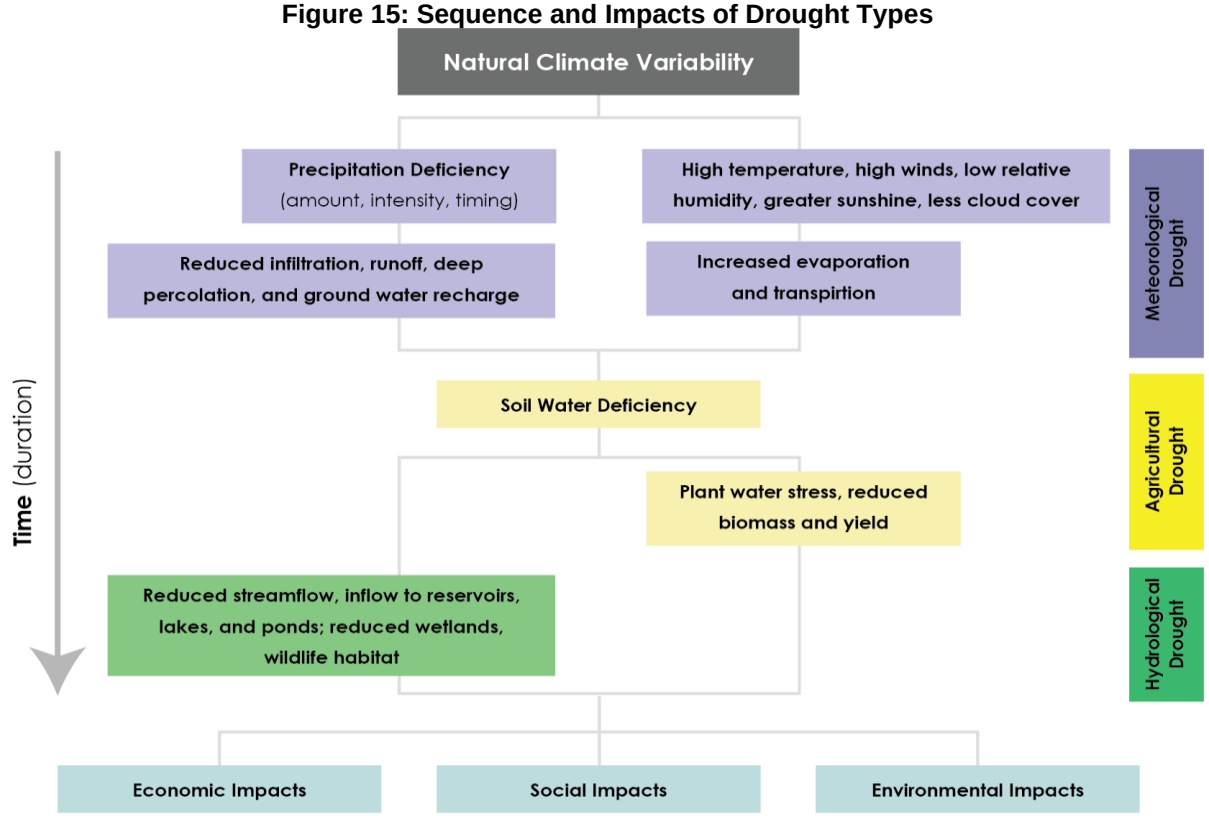
- **Hydrologic Drought** occurs when water available in aquifers, lakes, and reservoirs falls below the statistical average. This situation can arise even when the area of interest receives average precipitation. This is due to the reserves diminishing from increased water usage, usually from agricultural use or high levels of evapotranspiration, resulting from prolonged high temperatures. Hydrological drought often is identified later than meteorological and agricultural drought. Impacts from hydrological drought may manifest themselves in decreased hydropower production and loss of water-based recreation.

- **Socioeconomic Drought** occurs when the demand for an economic good exceeds supply due to a weather-related shortfall in water supply. The supply of many economic goods includes, but are not limited to, water, forage, food grains, fish, and hydroelectric power.[63]

The following figure indicates different types of droughts, their temporal sequence, and the various types of effects they can have on a region.

63 National Drought Mitigation Center. 2017. "Drought Basics." https://drought.unl.edu/.

Figure 15: Sequence and Impacts of Drought Types



Source: National Drought Mitigation Center, University of Nebraska-Lincoln, 2017[64]

Location

The entire planning area is susceptible to drought impacts.

Historical Occurrences

Table 47 indicates it is reasonable to expect extreme drought to occur 4.4% of the time for the planning area (66 extreme drought months in 1,512 months). Severe drought occurred in 60 months of the 1,512 months of record (4.0% of months). Moderate drought occurred in 129 months of the 1,512 months of record (8.5% of months), and mild drought occurred in 183 of the 1,512 months of record (12.1% of months). Non-drought conditions occurred in 1,074 months, or 71% percent of months. These statistics show that the drought conditions of the planning area are highly variable. The average annual planning area precipitation is approximately 16.8 inches according to the NCEI.[65]

Table 47: Historic Droughts

Drought Magnitude	Months in Drought	Percent Chance
-1 Magnitude (Mild)	183/1,512	12.1%
-2 Magnitude (Moderate)	129/1,512	8.5%
-3 Magnitude (Severe)	60/1,512	4.0%
-4 Magnitude or Greater (Extreme)	66/1,512	4.4%

Source: NCEI, 1895-2020[66]

64 National Drought Mitigation Center. 2017. "Types of Drought." https://drought.unl.edu/.

65 NOAA National Centers for Environmental Information. March 2021. "Data Tools: 1981-2010 Normals." [datafile]. https://www.ncdc.noaa.gov/cdo-web/datatools/normals.

66 National Centers for Environmental Information. 1895-2020. Accessed January 20, 2021. https://www7.ncdc.noaa.gov/CDO/CDODivisionalSelect.jsp

Extent

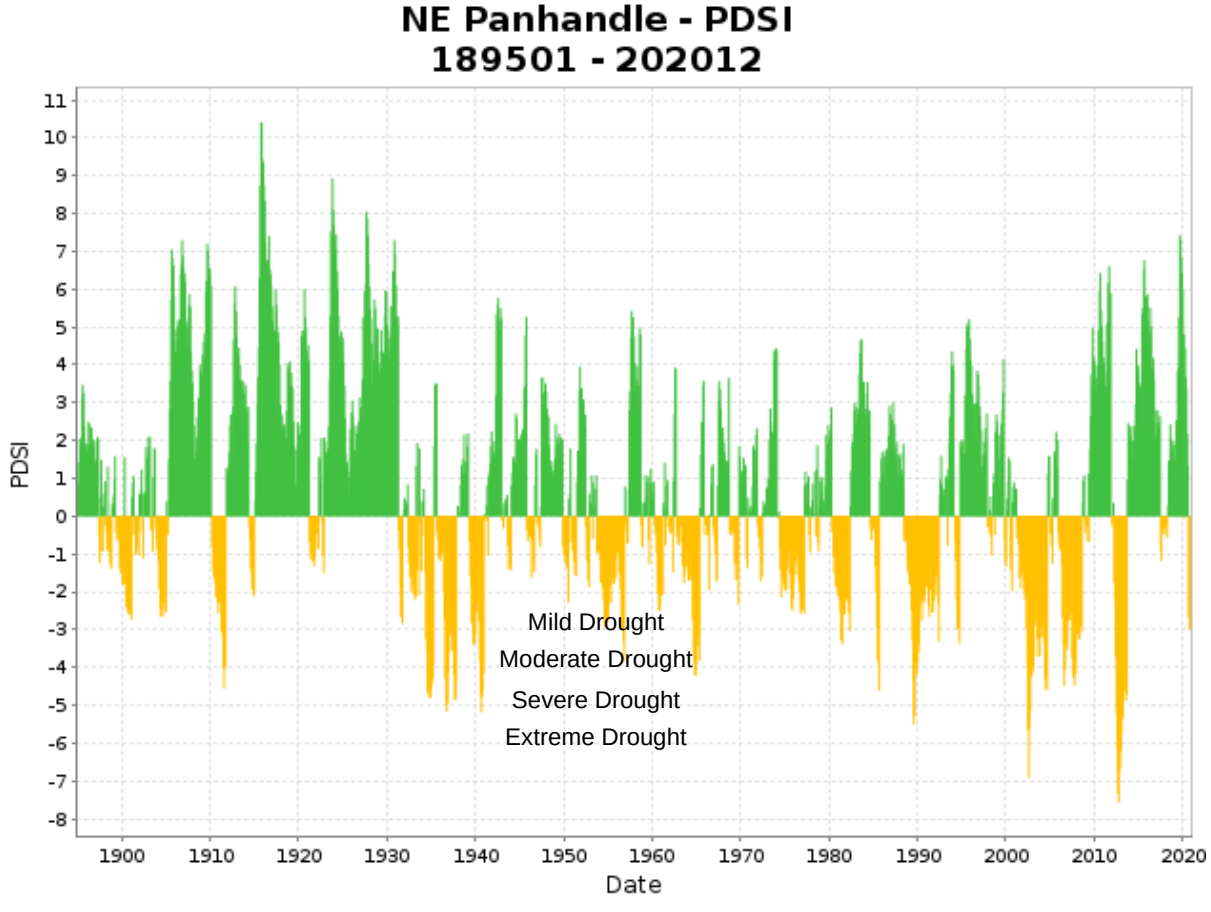
The Palmer Drought Severity Index (PDSI) is utilized by climatologists to standardize global long-term drought analysis. The data for the planning area was collected for Climate Division 1, which includes the planning area. This particular station's period of record started in 1895. Table 48 shows the details of the Palmer classifications. Figure 16 shows drought data from this time period. The negative Y axis represents the extent of a drought, for which '-2' indicates a moderate drought, '-3' a severe drought, and '-4' an extreme drought. The planning area has experienced several extreme droughts and moderate, severe, and extreme droughts are likely in the future.

Table 48: Palmer Drought Severity Index Classification

Numerical Value	Description	Numerical Value	Description
4.0 or more	Extremely wet	-0.5 to -0.99	Incipient dry spell
3.0 to 3.99	Very wet	-1.0 to -1.99	Mild drought
2.0 to 2.99	Moderately wet	-2.0 to -2.99	Moderate drought
1.0 to 1.99	Slightly wet	-3.0 to -3.99	Severe drought
0.5 to 0.99	Incipient wet spell	-4.0 or less	Extreme drought
0.49 to -0.49	Near Normal	--	--

Source: Climate Prediction Center[67]

Figure 16: Palmer Drought Severity Index

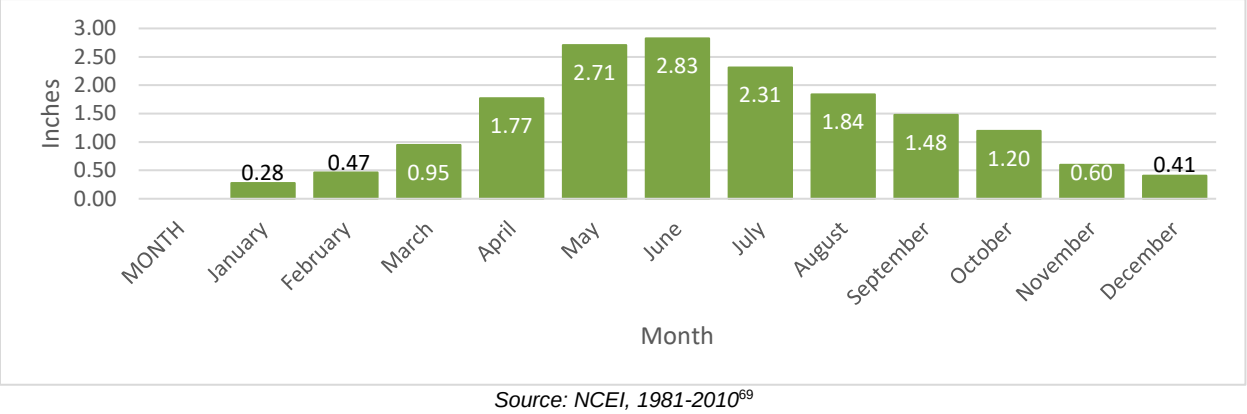


Source: NCEI, 1895-2020[68]

67 National Weather Service. 2017. "Climate Prediction Center." https://www.cpc.ncep.noaa.gov/.
68 National Centers for Environmental Information. 1895-2020. Accessed January 20, 2021. https://www7.ncdc.noaa.gov/CDO/CDODivisionalSelect.jsp

Figure 17 shows the normal average monthly precipitation for the planning area, which is helpful in determining whether any given month is above, below, or near normal in precipitation. Prolonged deviation from the norm showcases drought conditions and influence growing conditions for farmers.

Figure 17: Average Monthly Precipitation for the Planning Area



Source: NCEI, 1981-2010[69]

Average Annual Losses

The annual property estimate was determined based upon NCEI Storm Events Database since 1996. The annual crop loss was determined based upon the RMA Cause of Loss Historical Database since 2000. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. The direct and indirect effects of drought are difficult to quantify. Potential losses such as power outages could affect businesses, homes, and critical facilities. High demand and intense use of air conditioning or water pumps can overload the electrical systems and damage infrastructure.

Table 49: Loss Estimate for Drought

Hazard Type	Total Property Loss[1]	Average Annual Property Loss[1]	Total Crop Loss[2]	Average Annual Crop Loss[2]
Drought	$0	$0	$22,121,299	$1,053,395

Source: 1 Indicates data is from NCEI (1996-Sept. 2020); 2 Indicates data is from USDA RMA (2000-2020)

Probability

Drought conditions are also likely to occur regularly in the planning year. The following table summarizes the magnitude of drought and monthly probability of occurrence.

Table 50: Period of Record in Drought

PDSI Value	Magnitude	Drought Occurrences by Month	Monthly Probability
4 or more to -0.99	No Drought	1,074/1,512	71.0%
-1.0 to -1.99	Mild Drought	183/1,512	12.1%
-2.0 to -2.99	Moderate Drought	129/1,512	8.5%
-3.0 to -3.99	Severe Drought	60/1,512	4.0%

69 NOAA National Centers for Environmental Information. March 2021. "Data Tools: 1981-2010 Normals." [datafile]. https://www.ncdc.noaa.gov/cdo-web/datatools/normals.

-4.0 OR LESS	Extreme Drought	66/1,512	4.4%

Source: NCEI, 1895-2020[70]

Regional Vulnerabilities

The Drought Impact Reporter is a database of drought impacts throughout the United States, with data going back to 2000. The Drought Impact Reporter has recorded a total of 39 drought-related impacts throughout the region. Notable drought impacts are summarized in the following table. This is not a comprehensive list of droughts that may have impacted the planning area, however.

Table 51: Notable Drought Impacts in Planning Area

CATEGORY	DATE	AFFECTED COUNTIES	TITLE
AGRICULTURE, PLANTS & WILDLIFE	9/13/2020	Banner, Garden, Morrill, Scotts Bluff	Grass growth slowed in western Nebraska
AGRICULTURE, RELIEF, RESPONSE & RESTRICTIONS	1/9/2014	Banner, Garden, Morrill, Scotts Bluff	Drought-Related USDA Disaster Declarations in 2014
SOCIETY & PUBLIC HEALTH	2/28/2013	Banner, Garden, Morrill, Scotts Bluff	County roads in the Nebraska Panhandle deteriorated during the drought
AGRICULTURE, RELIEF, RESPONSE & RESTRICTIONS	1/9/2013	Banner, Garden, Morrill, Scotts Bluff	Drought-Related USDA Disaster Declarations in 2013
AGRICULTURE, WATER SUPPLY & QUALITY	8/7/2012	Banner, Garden, Morrill, Scotts Bluff	Nebraska ranchers hauling water to livestock
AGRICULTURE, RELIEF, RESPONSE & RESTRICTIONS, WATER SUPPLY & QUALITY	7/19/2012	Banner, Garden, Morrill, Scotts Bluff	Low flow in several Nebraska rivers brought surface irrigation closures
PLANTS & WILDFIRE	6/1/2012	Banner, Garden, Morrill, Scotts Bluff	Many trees in western Nebraska died from drought, high temperatures and strong winds in 2012
AGRICULTURE, PLANTS & WILDLIFE	5/1/2012	Banner, Garden, Morrill, Scotts Bluff	Drought led ranchers in western Nebraska to cull cow herds by 25 to 60 percent
RELIEF, RESPONSE & RESTRICTIONS, WATER SUPPLY & QUALITY	1/7/2009	Scotts Bluff	Lawsuit over groundwater use in western Nebraska
RELIEF, RESPONSE & RESTRICTIONS	8/15/2007	Banner, Scotts Bluff	Drought-Related USDA Disaster Declarations in 2007
WATER SUPPLY & QUALITY	2/2/2007	Scotts Bluff	Reports that shallow wells are going dry

70 National Centers for Environmental Information. 1895-2020. Accessed January 2021. https://www7.ncdc.noaa.gov/CDO/CDODivisionalSelect.jsp

CATEGORY	DATE	AFFECTED COUNTIES	TITLE
RELIEF, RESPONSE & RESTRICTIONS	9/13/2006	Banner, Garden, Morrill, Scotts Bluff	Livestock drought assistance from USDA
RELIEF, RESPONSE & RESTRICTIONS	11/4/2005	Garden, Morrill, Scotts Bluff	Drought-Related USDA Disaster Declarations in 2005
RELIEF, RESPONSE & RESTRICTIONS	6/24/2004	Banner, Garden, Morrill, Scotts Bluff	Drought-Related USDA Disaster Declarations in 2004
PLANTS & WILDLIFE, RELIEF, RESPONSE & RESTRICTIONS	6/24/2002	Scotts Bluff	Persistent drought conditions have lowered water along portions of the North Platte River to levels that threaten fish habitat and sustainability
RELIEF, RESPONSE & RESTRICTIONS	11/2/2000	Banner, Garden, Morrill, Scotts Bluff	Drought-Related USDA Disaster Declarations in 2000

Source: NDMC, 2000-Aug. 2021[71]

[71] National Drought Mitigation Center. 2021. "U.S. Drought Impact Reporter." Accessed August 2021. http://droughtreporter.unl.edu/map/.

The following table provides information related to regional vulnerabilities. For jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 52: Regional Drought Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Insufficient water supply -Loss of jobs in agricultural sector -Residents in poverty if food prices increase
ECONOMIC	-Closure of water intensive businesses (carwashes, pools, etc.) -Short-term interruption of business -Loss of tourism dollars -Decrease in cattle prices -Decrease of land prices→ jeopardizes educational funds
BUILT ENVIRONMENT	-Cracking foundations (residential and commercial structures) -Damages to landscapes
INFRASTRUCTURE	-Damages to waterlines below ground -Damages to roadways (prolonged extreme events)
CRITICAL FACILITIES	-Loss of power and impact on infrastructure
CLIMATE	-Increased risk of wildfire events, damaging buildings and agricultural land

EARTHQUAKES

An earthquake is the result of a sudden release of energy in the Earth's tectonic plates that creates seismic waves. The seismic activity of an area refers to the frequency, type, and size of earthquakes experienced over a period of time. Although rather uncommon, earthquakes do occur in Nebraska and are usually small, generally not felt, and cause little to no damage. Earthquakes are measured by magnitude and intensity. Magnitude is measured by the Richter Scale, a base-10 logarithmic scale, which uses seismographs around the world to measure the amount of energy released by an earthquake. Intensity is measured by the Modified Mercalli Intensity Scale, which determines the intensity of an earthquake by comparing actual damage against damage patterns of earthquakes with known intensities. The following tables summarize the Richter Scale and Modified Mercalli Scale.

Table 53: Richter Scale

RICHTER MAGNITUDES	EARTHQUAKE EFFECTS
LESS THAN 3.5	Generally not felt but recorded.
3.5 – 5.4	Often felt, but rarely causes damage.
UNDER 6.0	At most, slight damage to well-designed buildings. Can cause major damage to poorly constructed buildings over small regions.
6.1 – 6.9	Can be destructive in areas up to about 100 kilometers across where people live.
7.0 – 7.9	Major earthquake. Can cause serious damage over larger areas.
8 OR GREATER	Great earthquake. Can cause serious damage in areas several hundred kilometers across.

Source: FEMA, 2016[72]

72 Federal Emergency Management Agency. 2016. "Earthquake." https://www.fema.gov/earthquake.

Table 54: Modified Mercalli Intensity Scale

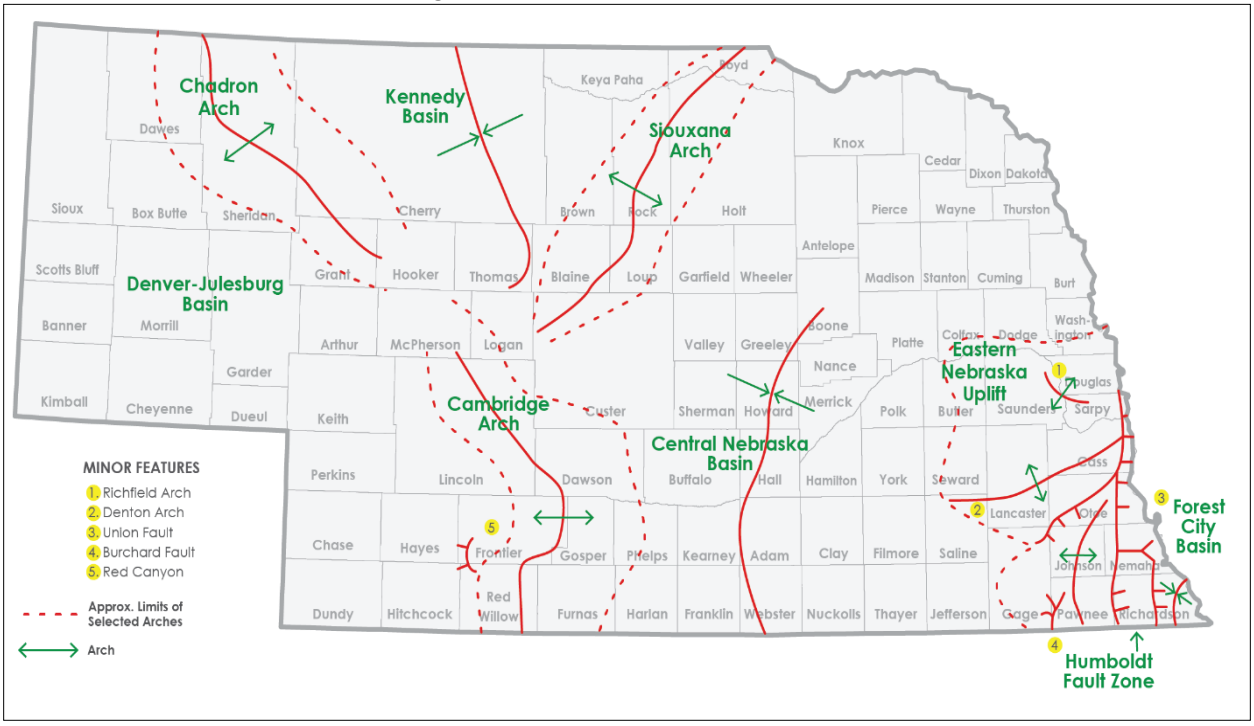
Scale	Intensity	Description of Effects	Corresponding Richter Scale Magnitude
I	Instrumental	Detected only on seismographs	
II	Feeble	Some people feel it	< 4.2
III	Slight	Felt by people resting, like a truck rumbling by	
IV	Moderate	Felt by people walking	
V	Slightly Strong	Sleepers awake; church bells ring	< 4.8
VI	Strong	Trees sway, suspended objects swing, objects fall off shelves	< 5.4
VII	Very Strong	Mild Alarm; walls crack; plaster falls	< 6.1
VIII	Destructive	Moving cars uncontrollable; masonry fractures, poorly constructed buildings damaged	
IX	Ruinous	Some houses collapse; ground cracks; pipes break open	< 6.9
X	Disastrous	Ground cracks profusely; many buildings destroyed; liquefaction and landslides widespread	< 7.3
XI	Very Disastrous	Most buildings and bridges collapse; roads, railways, pipes and cables destroyed; general triggering of other hazards	< 8.1
XII	Catastrophic	Total destruction, trees fall, ground rises and falls in waves	> 8.1

Source: FEMA, 2016

Location

The planning area has one fault line crossing it. The Denver-Julesburg Basin covers the planning area. The following figure shows the fault lines in Nebraska.

Figure 18: Fault Lines in Nebraska



Source: Nebraska Department of Natural Resources

Historical Occurrences

According to the United States Geological Survey (USGS), there have been zero earthquakes that have occurred in the planning area since 1900.

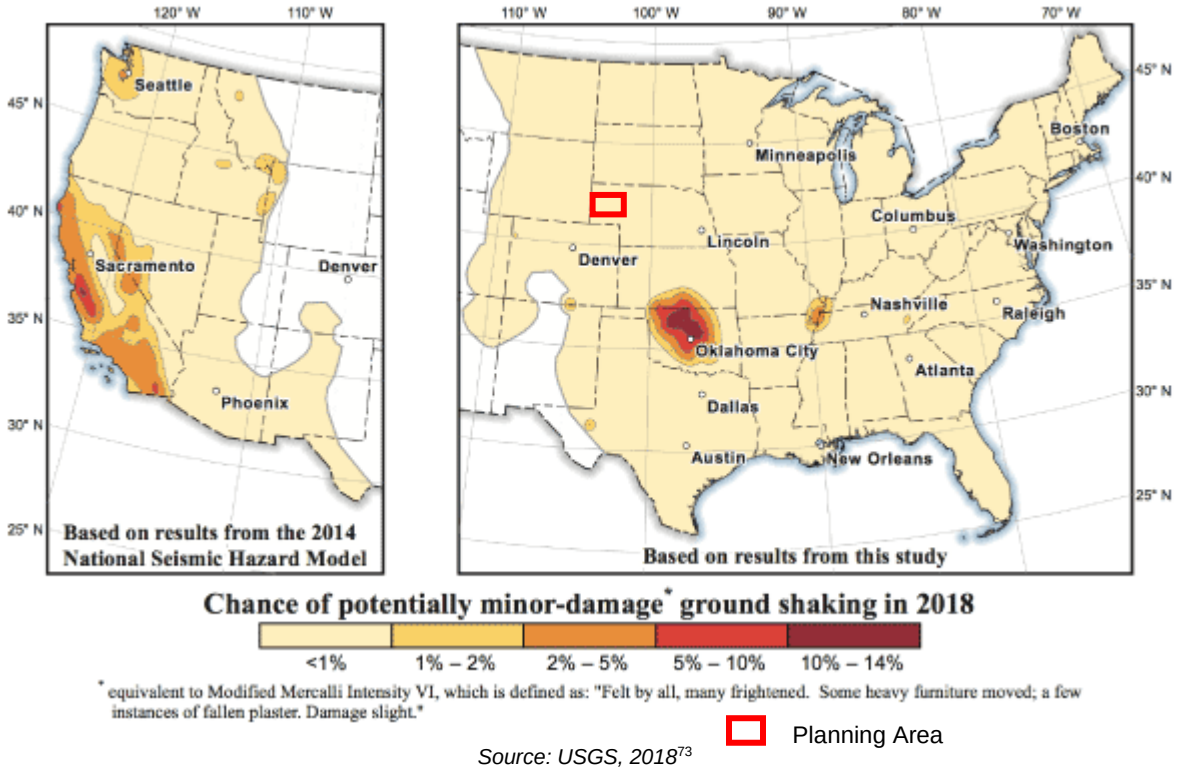
Extent

If an earthquake were to occur in the planning area, it would likely measure between 5.0 or less on the Richter Scale. Very little to no damage is anticipated from events of these magnitudes.

Average Annual Losses

Due no historical earthquakes and low earthquake risk for the area, it is not feasible to utilize the 'event damage estimate formula' to estimate potential losses for the planning area. Figure 19 shows the probability of damage from earthquakes, according to the USGS. The figure shows that the planning area has a less than one percent chance of damages from earthquakes.

Figure 19: 2018 Probability of Damage from Earthquakes



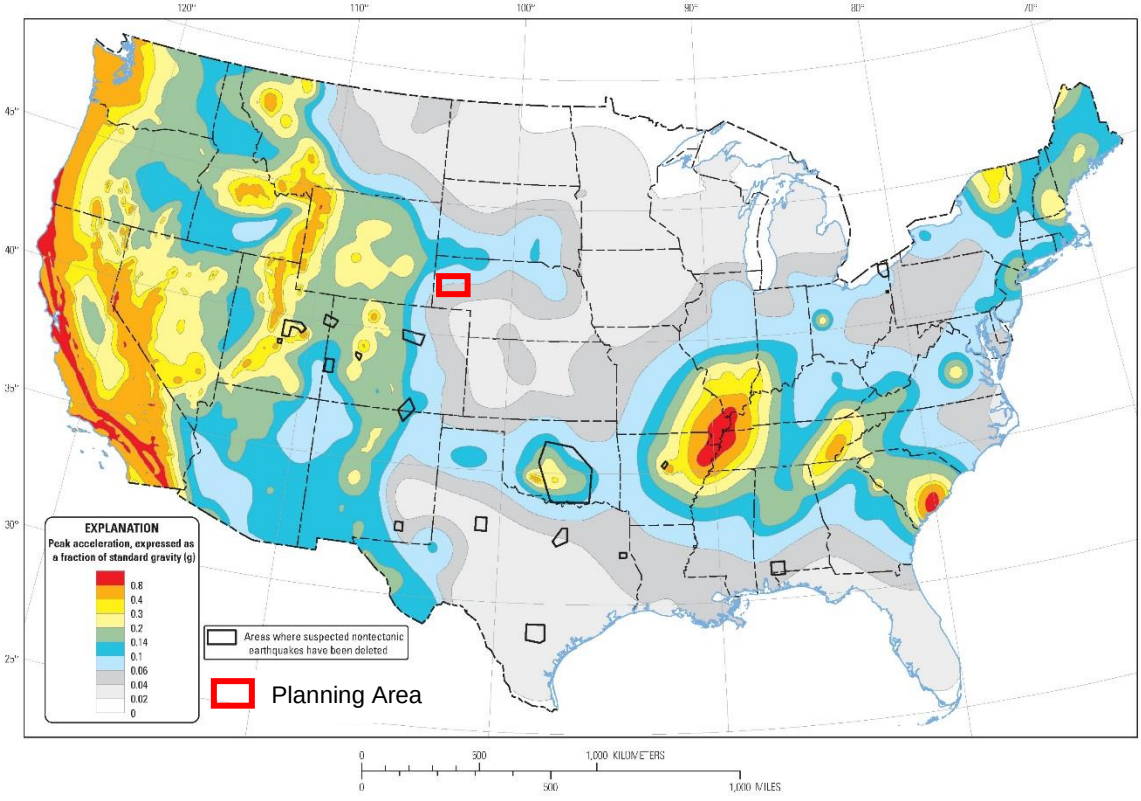
Source: USGS, 2018[73]

Probability

The following figure visualizes the probability of a 5.0 or greater earthquake occurring in the planning area within 50 years. Based on zero occurrences of earthquakes over 120-year period, the probability of an earthquake in the four-county region in any given year is less than one percent.

73 United States Geological Survey. 2018. "Short-term Induced Seismicity Models: 2018 One-Year Model." https://www.usgs.gov/natural-hazards/earthquake-hazards/science/short-term-induced-seismicity-models?qt-science_center_objects=0#qt-science_center_objects.

Figure 20: Earthquake Probability



Source: USGS 2009 PSHA Model
**Map shows the two-percent probability of exceedance in 50 years of peak ground acceleration.*

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 55: Regional Earthquakes Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Risk of injury or death from falling objects and structures
ECONOMIC	-Short term interruption of business
BUILT ENVIRONMENT	-Damage to buildings, homes, or other structures from foundation cracking, falling objects, shattered windows, etc.
INFRASTRUCTURE	-Damage to subterranean infrastructure (i.e. waterlines, gas lines, etc.) -Damage to roadways
CRITICAL FACILITIES	-Same as all other structures
CLIMATE	-None

EXTREME HEAT

Extreme heat is often associated with periods of drought but can also be characterized by long periods of high temperatures in combination with high humidity. During these conditions, the human body has difficulty cooling through the normal method of the evaporation of perspiration. Health risks arise when a person is overexposed to heat. Extreme heat can also cause people to overuse air conditioners, which can lead to power failures. Power outages for prolonged periods increase the risk of heat stroke and subsequent fatalities due to loss of cooling and proper ventilation. The planning area is largely rural, which presents an added vulnerability to extreme heat events; those suffering from an extreme heat event may be farther away from medical resources as compared to those living in an urban setting.

Along with humans, animals also can be affected by high temperatures and humidity. Cattle and other farm animals respond to heat by reducing feed intake, increasing their respiration rate, and increasing their body temperature. These responses assist the animal in cooling itself, but this is usually not sufficient. When animals overheat, they will begin to shut down body processes not vital to survival, such as milk production, reproduction, or muscle building.

Other secondary concerns connected to extreme heat hazards include water shortages brought on by drought-like conditions and high demand. Government authorities report that civil disturbances and riots are more likely to occur during heat waves. In cities, pollution becomes a problem because the heat traps pollutants in densely populated urban areas. Adding pollution to the stresses associated with the heat magnifies the health threat to the urban population.

The National Weather Service (NWS) is responsible for issuing excessive heat outlooks, excessive heat watches, and excessive heat warnings.

- **Excessive heat outlooks** are issued when the potential exists for an excessive heat event in the next three to seven days. Excessive heat outlooks can be utilized by public utility staffs, emergency managers, and public health officials to plan for extreme heat events.

- **Excessive heat watches** are issued when conditions are favorable for an excessive heat event in the next 24 to 72 hours.

- **Excessive heat warnings** are issued when an excessive heat event is expected in the next 36 hours. Excessive heat warnings are issued when an extreme heat event is occurring, is imminent, or has a very high probability of occurring.

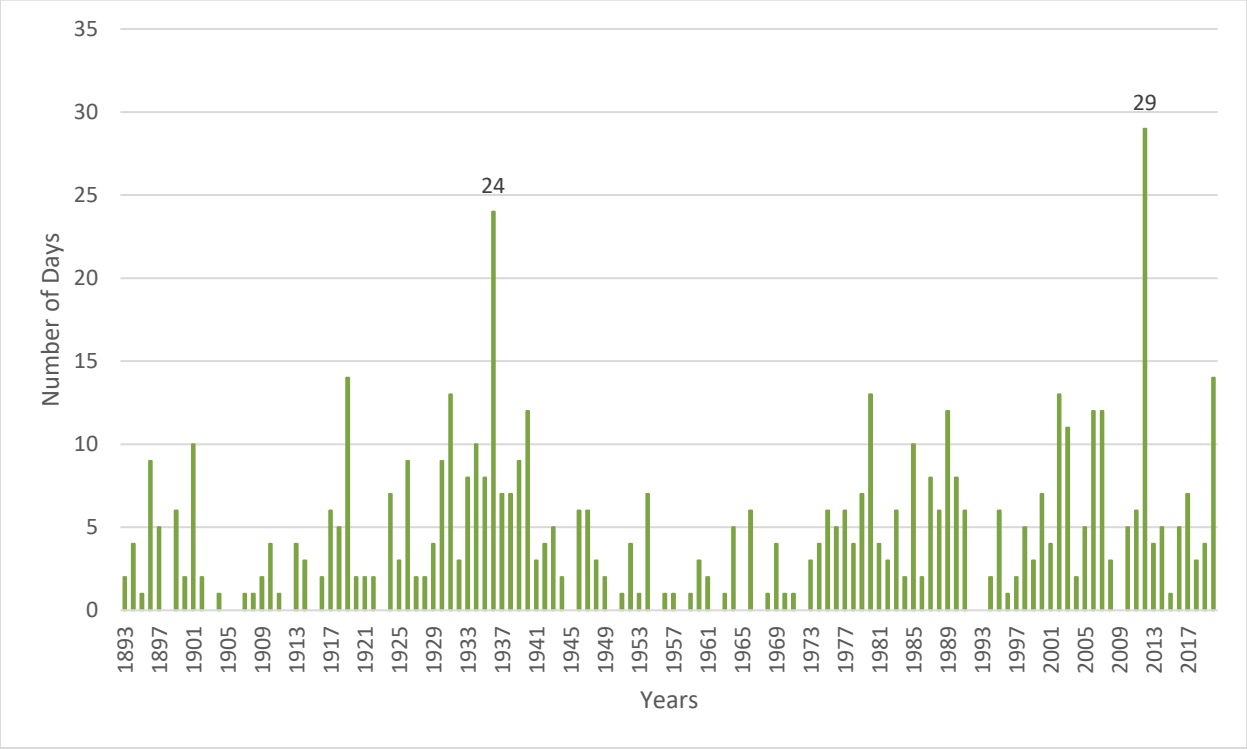
Location

The entire planning area is susceptible to extreme heat impacts.

Historical Occurrences

According to the High Plains Regional Climate Center (HPRCC), on average, the planning area experiences four days above 100°F per year. The planning area experienced the most days on record above 100°F is 2012 with 29 days. Conversely, 2009 was the most recent “coolest” year on record, with zero days above 100°F.

Figure 21: Number of Days Above 100°F



Source: HPRCC, 1893-2020

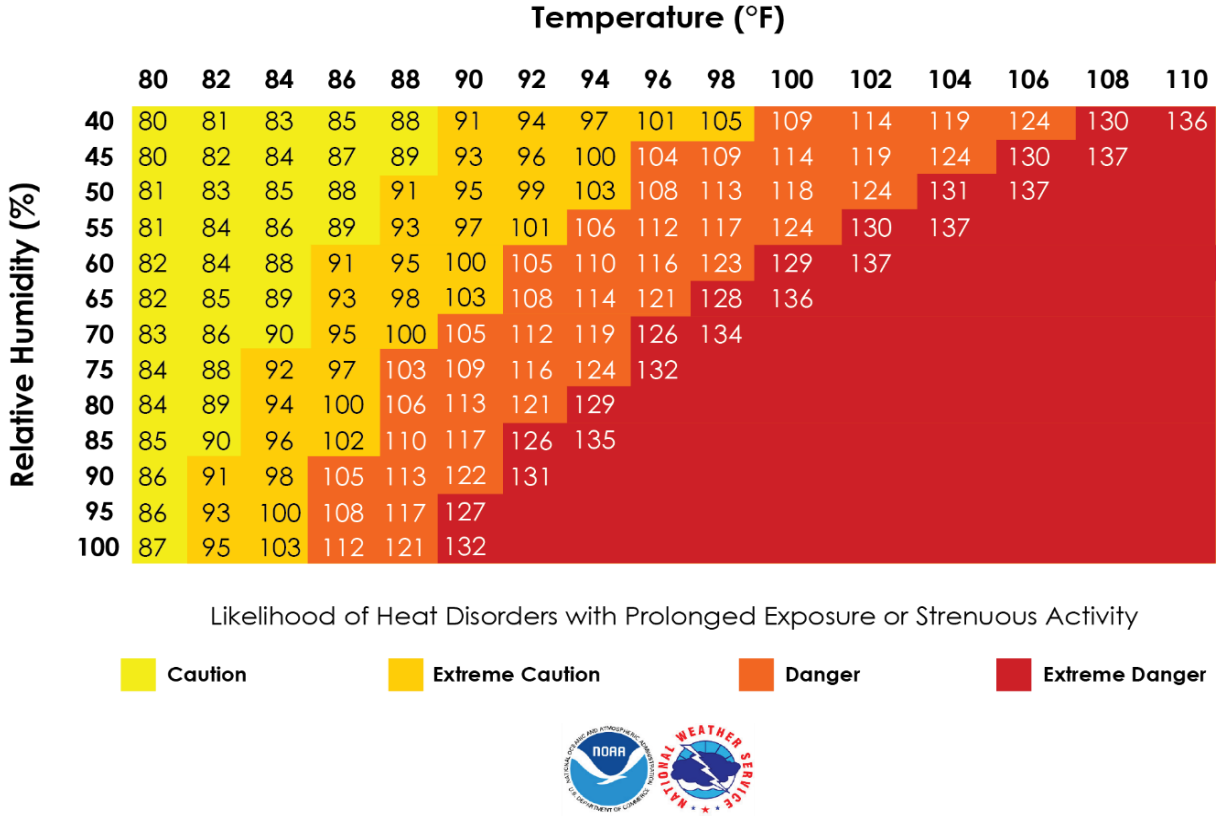
Extent

A key factor to consider regarding extreme heat situations is the humidity level relative to the temperature. As is indicated in the following figure from the National Oceanic and Atmospheric Administration, as the relative humidity increases, the temperature needed to cause a dangerous situation decreases. For example, for 100% relative humidity, dangerous levels of heat begin at 86°F whereas a relative humidity of 50%, require 94°F. The combination of relative humidity and temperature result in a heat index as demonstrated below:

$$100\%\ Relative\ Humidity + 86°\mathrm{F} = 112°\mathrm{F}\ Heat\ Index$$

Figure 22 is designed for shady and light wind conditions. Exposure to full sunshine or strong winds can increase hazardous conditions and raise heat index values by up to 15°F. For the purposes of this plan, extreme heat is being defined as temperatures of 100°F or greater. In the planning area, the months with the highest temperatures are June, July, and August.

Figure 22: NOAA Heat Index



Source: NOAA, 2017[74]

Figure 23: Monthly Climate Normals Max Temperature (1981-2010)



Source: NCEI, 2021

74 National Oceanic and Atmospheric Administration, National Weather Service. 2017. "Heat Index." http://www.nws.noaa.gov/om/heat/heat_index.shtml.

Average Annual Losses

The annual property estimate was determined based upon NCEI Storm Events Database since 1996. The annual crop loss was determined based upon the RMA Cause of Loss Historical Database since 2000. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. The direct and indirect effects of extreme heat are difficult to quantify. Potential losses such as power outages could affect businesses, homes, and critical facilities. High demand and intense use of air conditioning or water pumps can overload the electrical systems and damage infrastructure.

Table 56: Loss Estimate for Extreme Heat

Hazard Type	Avg. Number of Days Above 100°F[1]	Total Property Loss[2]	Average Annual Property Loss[2]	Total Crop Loss[3]	Average Annual Crop Loss[3]
Extreme Heat	4 days	$0	$0	$9,608,147	$457,531

Source: 1 HPRCC (1883-2020); 2 Indicates data is from NCEI (1996 to September 2020); 3 Indicates data is from USDA RMA (2000 to Aug 2020)

Estimated Loss of Electricity

According to the FEMA Benefit Cost Analysis Reference Guide, if an extreme heat event occurred within the planning area, the following table assumes the event could potentially cause a loss of electricity for 10% of the population at a cost of $126 per person per day.[75] In rural areas, the percent of the population affected, and duration may increase during extreme events. The assumed damages do not take into account physical damages to utility equipment and infrastructure.

Table 57: Loss of Electricity - Assumed Damage by Jurisdiction

Jurisdiction	(est.) 2019 Population	Population Affected (Assumed)	Electric Loss of Use Assumed Damage Per Day
Banner	722	72	$9,072
Garden	1,864	186	$23,436
Morrill	4,781	478	$60,228
Scotts Bluff	36,074	3,607	$454,482
Total	**43,441**	**4,343**	**$547,218**

Probability

Extreme heat is a regular part of the climate for the planning area; with 109 years out of 127 having at least one day of 100°F. The probability that extreme heat will occur in any given year in the planning area is 86 percent.

The Union for Concerned Scientists released a report in July 2019 titled *Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days*[76] which included predictions for extreme heat events in the future dependent on future climate actions. The table below summarizes those findings for the planning area.

75 Federal Emergency Management Agency. June 2009. "BCA Reference Guide."
76 Union of Concerned Scientists. 2019. "Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days." https://www.ucsusa.org/sites/default/files/attach/2019/07/killer-heat-analysis-full-report.pdf.

Table 58: Extreme Heat Predictions for Days over 100F

JURISDICTION	MIDCENTURY PREDICTION 2036-2065 (DAYS PER YEAR)	LATE CENTURY PREDICTION 2070-2099 (DAYS PER YEAR)
BANNER	3	17
GARDEN	7	27
MORRILL	7	26
SCOTTS BLUFF	5	23

Source: Union of Concerned Scientists, 1971-2000[77]

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities. For jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 59: Regional Extreme Heat Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Heat exhaustion -Heat stroke Vulnerable populations include: -People working outdoors -People without air conditioning -Young children outdoors or without air conditioning -Elderly outdoors or without air conditioning
ECONOMIC	-Short-term interruption of business -Loss of power -Agricultural losses
BUILT ENVIRONMENT	-Damage to air conditioning/HVAC systems if overworked
INFRASTRUCTURE	-Damages to roadways (prolonged extreme events) -Stressing electrical systems (brownouts during peak usage)
CRITICAL FACILITIES	-Loss of power
CLIMATE	-Increased risk of wildfire events -Increases in extreme heat conditions are likely, adding stress on livestock, crops, people, and infrastructure

77 Union of Concerned Scientists. 2021. "Extreme Heat and Climate Change: Interactive Tool". https://www.ucsusa.org/global-warming/global-warming-impacts/extreme-heat-interactive-tool?location=lancaster-county--ne

FLOODING

Flooding can occur on a local level, sometimes affecting only a few streets, but can also extend throughout an entire district, affecting whole drainage basins and impacting property in multiple states. Heavy accumulations of ice or snow can also cause flooding during the melting stage. These events are complicated by the freeze/thaw cycles characterized by moisture thawing during the day and freezing at night. There are four main types of flooding: riverine flooding, flash flooding, stormwater flooding, and ice jam flooding.

Riverine Flooding

Riverine flooding, typically slower developing with a moderate to long warning time, is defined as the overflow of rivers, streams, drains, and lakes due to excessive rainfall, rapid snowmelt or ice melt. The areas adjacent to rivers and stream banks that carry excess floodwater called floodplains. A floodplain or flood risk area is defined as the lowland and relatively flat area adjoining a river or stream. The terms “base flood” and “100-year flood” refer to the area in the floodplain that is subject to a one percent or greater chance of flooding in any given year. Floodplains are part of a larger entity called a basin or watershed, which is defined as all the land draining to a river and its tributaries.

Flash Flooding

Flash floods, typically rapidly developing with little to no warning time, result from convective precipitation usually due to intense thunderstorms or sudden releases due to a failure of an upstream impoundment created behind a dam, landslide, or levee. Flash floods are distinguished from regular floods by a timescale of fewer than six hours. Flash floods cause the most flood-related deaths because of this shorter timescale. Flooding from excessive rainfall events in Nebraska usually occurs between late spring and early fall.

Stormwater Flooding

In some cases, flooding may not be directly attributable to a river, stream, or lake overflowing its banks. Rather, it may simply be the combination of excessive rainfall or snowmelt, saturated ground, and inadequate drainage capacity. With no place to go, the water will find the lowest elevations – areas that are often not in a floodplain. This type of flooding, often referred to as stormwater flooding, is becoming increasingly prevalent as development exceeds the capacity of drainage infrastructure, therefore limiting its ability to convey stormwater. Flooding also occurs due to combined storm and sanitary sewers being overwhelmed by the high flows that often accompany storm events. Typical impacts range from dangerously flooded roads to water backing up into homes or basements, which damages mechanical systems and can create serious public health and safety concerns.

Ice Jam Flooding

Ice jams occur when ice breaks up in moving waterways, and then stacks on itself where channels narrow, or human-made obstructions constrict the channel. This creates an ice dam, often causing flooding within minutes of the dam formation. Ice formation in streams occurs during periods of cold weather when finely divided colloidal particles called "frazil ice" form. These particles combine to form what is commonly known as “sheet ice.” This type of ice covers the entire river. The thickness of this ice sheet depends upon the degree and duration of cold weather in the area. This ice sheet can freeze to the bottom of the channel in places. During spring thaw or winter freezing, rivers frequently become clogged with this winter accumulation of ice. Because of relatively low stream banks and channels blocked with ice, rivers overtop existing banks and

flow overland. This type of flooding tends to more frequently occur on wide, shallow rivers such as the Platte, although other rivers can be impacted.

Location

The region resides in the Middle North Platte-Scottsbluff, Horse, and Pumpkin watersheds. The North Platte River and Pumpkin Creek, as well as their tributaries, are potential locations for flooding to occur.

Table 60 shows current statuses of Flood Insurance Rate Map (FIRM) panels.
Figure 24 shows the FIRM data for the planning area. For jurisdictional-specific maps as well as an inventory of structures in the floodplain, please refer to *Section Seven: Participant Sections.*

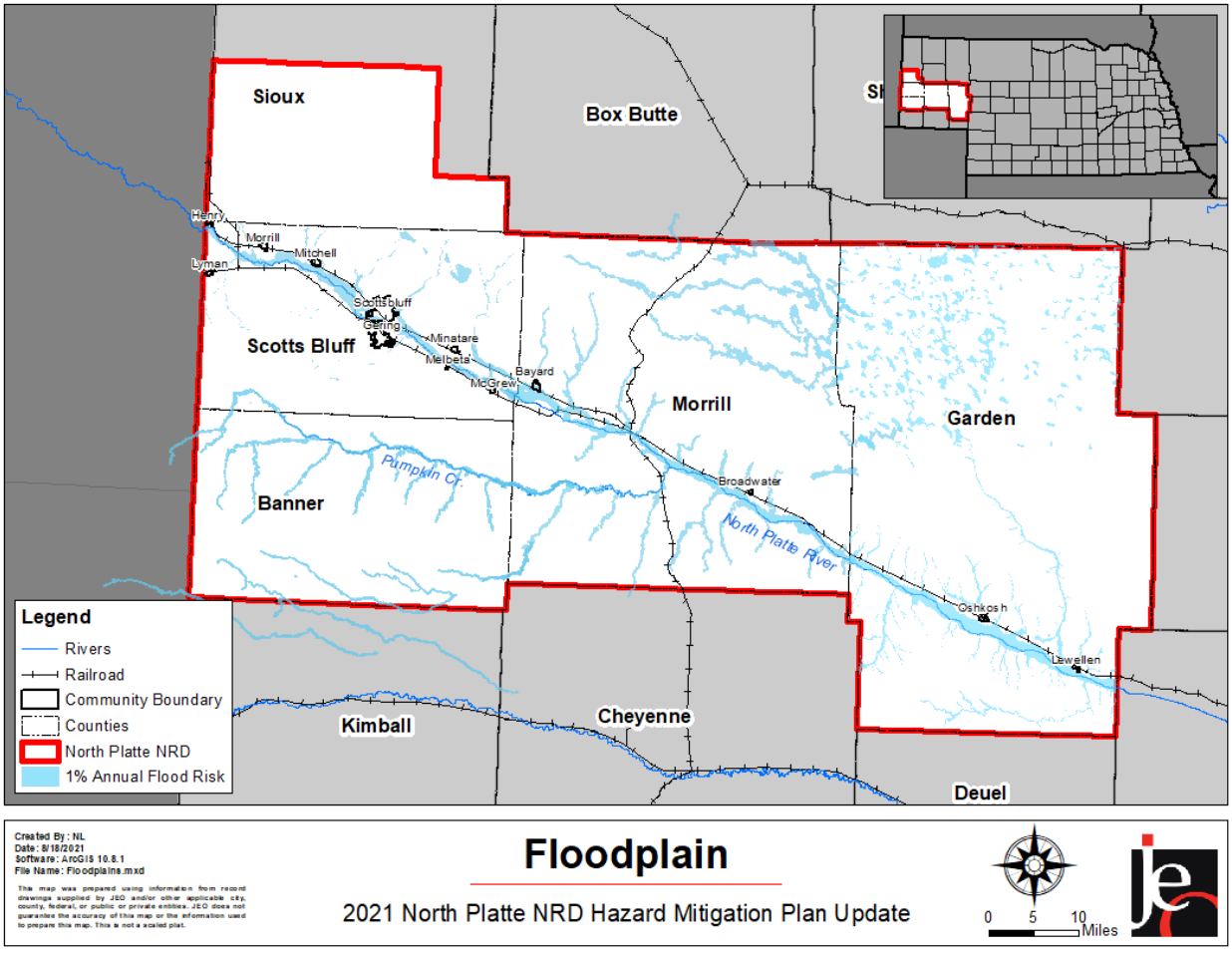
Table 60: FEMA FIRM Panel Status

Jurisdiction	Participating in NFIP? (Y/N)	Panel Number	Effective Date
Banner County	N	Unmapped	N/A
Garden County	Y	31069CIND0A, 31069C0050B, 31069C0075B, 31069C0100B, 31069C0125B, 31069C0150B, 31069C0175B, 31069C0200B, 31069C0225B, 31069C0250B, 31069C0275B, 31069C0300B, 31069C0325B, 31069C0350B, 31069C0375B, 31069C0400B, 31069C0425B, 31069C0450B, 31069C0475B, 31069C0500B, 31069C0525B, 31069C0550B, 31069C0575B, 31069C0600B, 31069C0650B, 31069C0675B, 31069C0700B, 31069C0725B, 31069C0750B, 31069C0825B, 31069C0850B, 31069C0875B, 31069C0900B, 31069C0925B, 31069C0950B, 31069C1000B, 31069C1025B, 31069C1050B, 31069C1075B, 31069C1100B, 31069C1150B, 31069C1175B, 31069C1200B, 31069C1225B	08/04/2005
Lewellen	Y	31069CIND0A, 31069C1075B	08/04/2005
Oshkosh	Y	31069CIND0A, 31069C0900B	08/04/2005
Morrill County	N	Unmapped	N/A
Bayard	Y	3103470001B	09/03/1997
Bridgeport	Y	310151B	09/27/1985
Scotts Bluff County	Y	310473IND0, 3104730025A, 3104730050A, 3104730075A, 3104730100A, 3104730125A, 3104730150A, 3104730175A, 3104730200A, 3104730225A, 3104730300A	06/18/1990
Gering	Y	3103710005A, 3103710005	02/15/1979
Mitchell	Y	3103900005A	09/05/1990
Scottsbluff	Y	310206IND0, 310206FND0, 3102060005C, 3102060010C, 3102060005, 3102060010	06/15/1979
Terrytown	Y	3102070001B, 3102070001	04/15/1980
Sioux County	N	Unmapped	N/A

Source: FEMA, 2021[78,79]

78 Federal Emergency Management Agency. 2021. "FEMA Flood Map Service Center." Accessed August 2021. http://msc.fema.gov/portal/advanceSearch.
79 Federal Emergency Management Agency. 2021. "Community Status Book Report." Accessed August 2021. https://www.fema.gov/national-flood-insurance-program-community-status-bookl.

Figure 24: 1% Annual Flood Risk Hazard Areas



**Floodplains in Banner County and Morrill County are based off a HAZUS created floodplain.*

Risk Map Products

Risk Mapping, Assessment, and Planning (Risk MAP) is a FEMA program that provides communities with flood information and additional flood risk data (e.g., flood depth grids, percent chance grids, areas of mitigation interest, etc.) that can be used to enhance their mitigation plans and better protect their citizens. None of the counties have Risk MAP products and there are currently no planned Risk MAP projects in the planning area. NeDNR hosts the Risk MAP products on an interactive web map, which can be viewed on their webpage: https://dnr.nebraska.gov/floodplain.

Extent

The NWS has three categories to define the severity of a flood once a river reaches flood stage as indicated in Table 61.

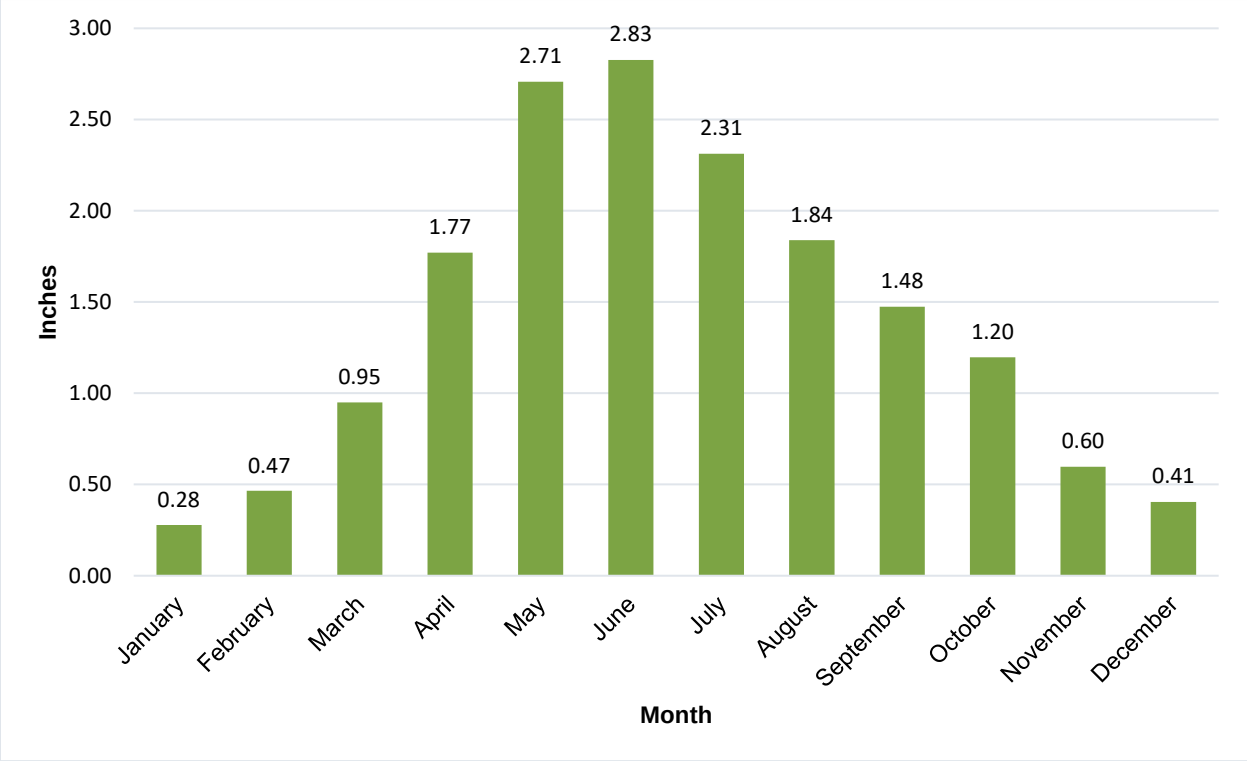
Table 61: Flooding Stages

FLOOD STAGE	DESCRIPTION OF FLOOD IMPACTS
MINOR FLOODING	Minimal or no property damage, but possibly some public threat or inconvenience
MODERATE FLOODING	Some inundation of structures and roads near streams. Some evacuations of people and/or transfer of property to higher elevations are necessary
MAJOR FLOODING	Extensive inundation of structures and roads. Significant evacuations of people and/or transfer of property to higher elevations

Source: NOAA, 2017[80]

Figure 25 shows the normal average monthly precipitation for the planning area, which is helpful in determining whether any given month is above, below, or near normal in precipitation. As indicated in Figure 26, the most common months for flooding within the planning area are May and June.

Figure 25: Average Monthly Precipitation for Planning Area

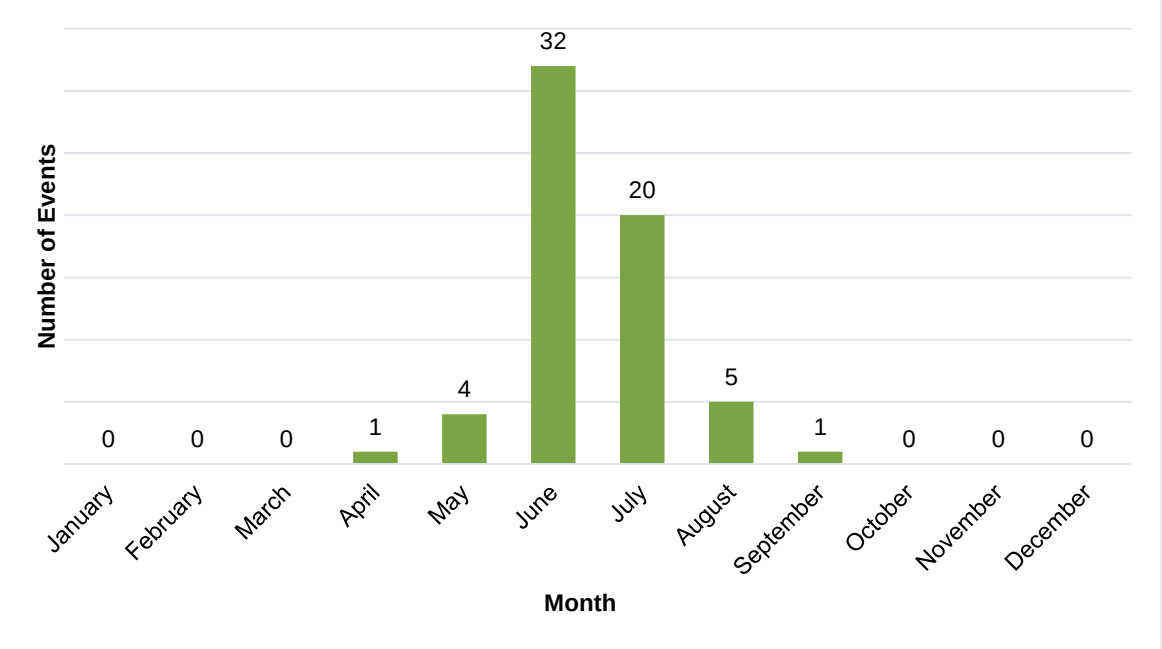


Source: NCEI, 2021[81]

80 National Weather Service. 2017. "Flood Safety." https://www.weather.gov/safety/flood.

81 NOAA National Centers for Environmental Information. March 2021. "Data Tools: 1981-2010 Normals." [datafile]. https://www.ncdc.noaa.gov/cdo-web/datatools/normals.

Figure 26: Monthly Events for Floods/Flash Floods



Source: NCEI, 1996-2020

National Flood Insurance Program (NFIP)

The NFIP was established in 1968 to reduce flood losses and disaster relief costs by guiding future development away from flood hazard areas where feasible; by requiring flood resistant design and construction practices; and by transferring the costs of flood losses to the residents of floodplains through flood insurance premiums.

In return for availability of federally backed flood insurance, jurisdictions participating in the NFIP must agree to adopt and enforce floodplain management standards to regulate development in special flood hazard areas as defined by FEMA's flood maps. One of the strengths of the program has been keeping people away from flooding rather than keeping the flooding away from people—through historically expensive flood control projects. The following tables summarize NFIP participation and active policies within the planning area.

Table 62: NFIP Participants

Jurisdiction	Participate in NFIP	Eligible-Regular Program	Date Current Map	Sanction	Suspension	Rescinded
Garden County	Y	08/04/2005	08/04/2005	-	-	-
Lewellen	Y	04/28/1998	08/04/2005	-	-	-
Oshkosh	Y	04/15/1985	08/04/2005	-	-	-
Bayard	Y	09/01/1988	09/03/1997	-	-	-
Bridgeport	Y	09/27/1985	09/27/1985(M)	-	-	-

SCOTTS BLUFF COUNTY	Y	06/18/1990	06/18/1990	-	-	-
GERING	Y	02/15/1979	02/15/1979	-	-	-
MITCHELL	Y	09/05/1990	09/05/1990(M)	-	-	-
SCOTTSBLUFF	Y	06/15/1979	06/15/1979	-	-	-
TERRYTOWN	Y	04/15/1980	04/15/1980	-	-	-

Source: Federal Emergency Management Agency, National Flood Insurance Program, 2021[82]
**(M) indicates no elevation determined – All Zone A, C, and X*

The NFIP Emergency Program allows a community to voluntarily participate in the NFIP if no flood hazard information is available for their area; the community has a Flood Hazard Bound Map but no FIRM; or the community has been identified as flood-prone for less than a year.

Table 63: NFIP Policies in Force and Total Payments

JURISDICTION	POLICIES IN-FORCE	TOTAL COVERAGE	TOTAL PREMIUMS	TOTAL LOSSES	TOTAL PAYMENTS
BRIDGEPORT	11	$4,000,000	$11,581	-	-
GARDEN COUNTY	7	$1,115,100	$7,216	-	-
GERING	10	$3,386,200	$47,507	-	-
LEWELLEN	-	-	-	2	$4,926
MITCHELL	2	$126,200	$1,728	-	-
OSHKOSH	6	$752,100	$5,173	-	-
SCOTTSBLUFF	118	$21,804,800	$172,464	42	$106,888
SCOTTS BLUFF COUNTY	38	$6,320,700	$46,425	9	$70,827
TERRYTOWN	1	$118,000	$1,440	-	-

Source: HUDEX, August 2021

This plan highly recommends and strongly encourages plan participants to enroll, participate, and remain in good standing with the NFIP. Compliance with the NFIP should remain a top priority for each participant. Jurisdictions are encouraged to initiate activities above the minimum participation requirements, which are described in the Community Rating System (CRS) Coordinator's Manual.[83] Currently no jurisdictions in the planning area participate in the CRS program.

NFIP Repetitive Loss Structures

NeDNR was contacted to determine if any existing buildings, infrastructure, or critical facilities are classified as NFIP Repetitive Loss Structures. As of March 2021, there were no repetitive loss or severe repetitive loss properties located in the planning area.

NFIP RL: Repetitive Loss Structure refers to a structure covered by a contract for flood insurance under the NFIP that has incurred flood-related damage on two occasions during a 10-year period, each resulting in at least a $1,000 claim payment.

82 Federal Emergency Management Agency: National Flood Insurance Program. September 2020. "Policy & Claim Statistics for Flood Insurance." Accessed August 2021. https://www.fema.gov/policy-claim-statistics-flood-insurance.
83 Federal Emergency Management Agency. December 2020. "National Flood Insurance Program Community Rating System: Coordinator's Manual FIA-15/2017." Accessed August 2021. https://www.fema.gov/media-library/assets/documents/8768.

NFIP SRL: Severe Repetitive Loss Properties are defined as single or multifamily residential properties that are covered under an NFIP flood insurance policy and:

(1) That have incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding $5,000, and with the cumulative amount of such claim payments exceeding $20,000; or

(2) For which at least two separate claims payments (building payments only) have been made under such coverage, with cumulative amount of such claims exceeding the market value of the building.

(3) In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim.

HMA RL: A repetitive loss property is a structure covered by a contract for flood insurance made available under the NFIP that:

(1) Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such food event; and

(2) At the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

HMA SRL: A severe repetitive loss property is a structure that:

(1) Is covered under a contract for flood insurance made available under the NFIP.

(2) Has incurred flood related damage –

(a) For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding $5,000, and with the cumulative amount of such claim payments exceeding $20,000; or

(b) For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

Purpose of the HMA definitions: The HMA definitions were allowed by the Biggert-Waters Flood Insurance Reform Act of 2012 to provide an increased federal cost share under the FMA grant when a property meets the HMA definition.

Historical Occurrences

The NCEI reports events as they occur in each community. A single flooding event can affect multiple communities and counties at a time; the NCEI reports these large scale, multi-county events as separate events. The result is a single flood event covering a large portion of the planning area could be reported by the NCEI as several events. According to the NCEI, 56 flash flooding events resulted in $1,686,000 in property damage, while 7 riverine flooding events resulted in $16,000 in property damage. USDA RMA data does not distinguish the difference

between riverine flooding damages and flash flooding damages. The total crop loss according to the RMA is $317,576. Descriptions of the most damaging flood events from the NCEI are below:

- **June 2, 1997 – Flash Flood – Banner, Morrill, and Scotts Bluff Counties:** Widespread flash flooding followed by flooding along tributaries of the North Platte River caused crop, road, and bridge damage. Several culverts and bridges were washed out on county roads. 100 people were briefly evacuated in Northport due to flooding. In Scotts Bluff County, minor to heavy silt damage was recorded on 40 percent of county roads and all county roads were closed for 10 hours. Property damages were around $250,000 to $500,000 for each county.
- **June 21, 1998 – Flash Flood – Garden County:** Flash flooding along and south of the North Platte River from near Lisco to near Lewellen washed out several county roads with many county roads closed, resulting in $200,000 in property damage.
- **June 10, 2009 – Flash Flood – Scotts Bluff County:** Thunderstorms, some severe, produced flash flooding and a few tornadoes over parts of the southern Nebraska panhandle. Heavy rainfall washed out some county roads around Scottsbluff as well as flooded some buildings at the campus of Western Nebraska Community College. This event resulted in $50,000 of property damage.

In March 2019, much of the State of Nebraska was impacted by a large winter storm and flood event. Within the planning area, no counties declared an emergency or reported damages. The NeDNR has collected and reviewed extensive data records from the flood event. An event-wide ArcGIS Story Map has been developed and provides an excellent resource to understand the cause, duration, impacts, and recovery efforts from this event. The ArcGIS Story Map can be viewed at: https://storymaps.arcgis.com/stories/9ce70c78f5a44813a326d20035cab95a.

Average Annual Damages

The average damage per event estimate was determined based upon NCEI Storm Events Database since 1996 and the number of historical occurrences. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. Flooding causes an average of $70,917 in property damages and $13,232 in crop losses per year for the planning area.

Table 64: Flood Loss Estimate

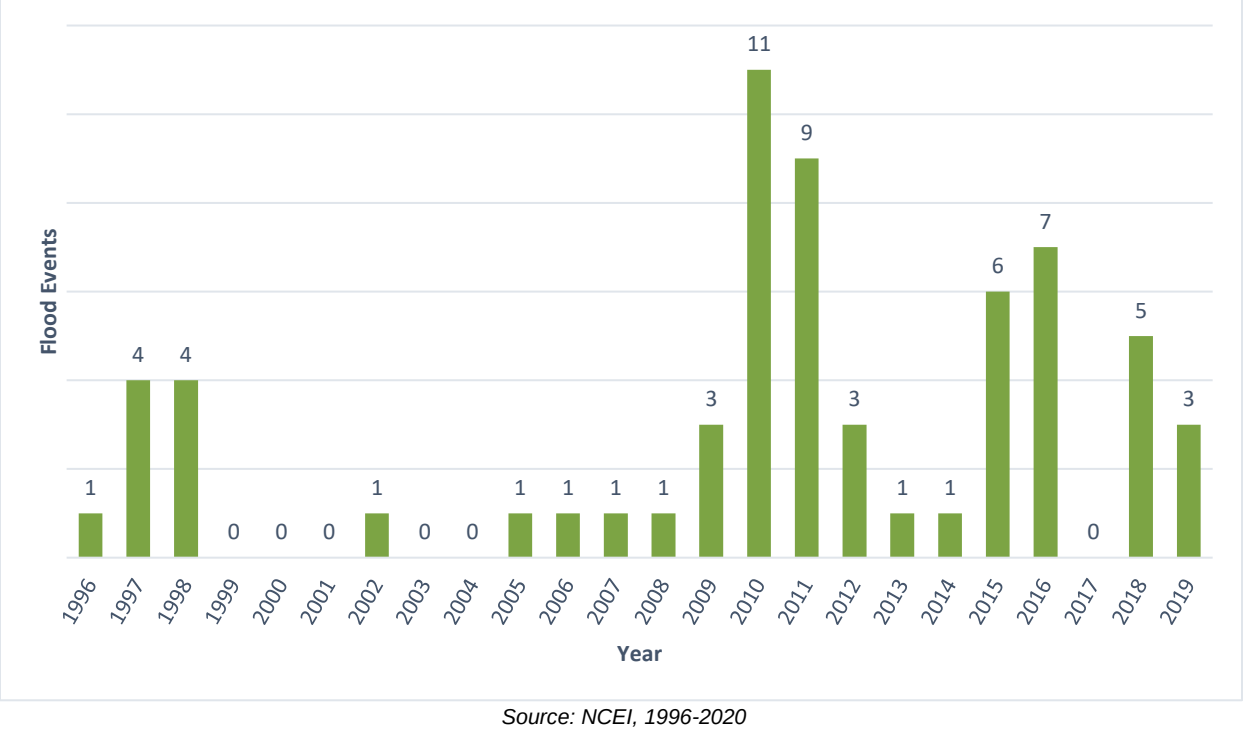
Hazard Type	Number of Events[1]	Average Events Per Year	Total Property Loss[1]	Average Annual Property Loss [1]	Total Crop Loss[2]	Average Annual Crop Loss [2]
Flooding	63	2.6	$1,702,000	$70,917	$317,576	$13,232

Source: 1 Indicates data is from NCEI (1996 to September 2020); 2 Indicates data is from USDA RMA (2000 to 2020)

Probability

The NCEI reports 7 flooding and 56 flash flooding events for a total of 63 events from January 1996 to September 2020. Some years had multiple flooding events. Figure 27 shows the events broken down by year. Based on the historic record and reported incidents by participating communities, there is a 72% percent probability that flooding will occur annually in the planning area.

Figure 27: Yearly Events for Floods/Flash Floods



Source: NCEI, 1996-2020

Regional Vulnerabilities

Low-income and minority populations are disproportionately vulnerable to flood events.[84] These groups may lack needed resources to mitigate potential flood events as well as resources that are necessary for evacuation and response. In addition, low-income residents are more likely to live in areas vulnerable to the threat of flooding but lack the resources necessary to purchase flood insurance. The study found that flash floods are more often responsible for injuries and fatalities than prolonged flood events.

Other groups that may be more vulnerable to floods, specifically flash floods, include the elderly, those outdoors during rain events, and those in low-lying areas. Elderly residents may suffer from

84 Cutter, Susan and Finch, Christina. February 2008. "Temporal and Spatial Changes in Social Vulnerability to Natural Hazards".

a decrease or complete lack of mobility and as a result, be caught in flood-prone areas. Residents in campgrounds or public parks may be more vulnerable to flooding events. Many of these areas exist in natural floodplains and can experience rapid rise in water levels resulting in injury or death.

On a state level, the Nebraska's State National Flood Insurance Coordinator's office has studied who lives in special flood hazard areas. According to the NeDNR, floodplain areas have a few unique characteristics which differ from non-floodplain areas:

- Higher vacancy rates within floodplain
- Far higher percentage of renters within floodplain
- Higher percentage of non-family households in floodplain
- More diverse population in floodplain
- Much higher percentage of Hispanic/Latino populations in the floodplain

To analyze parcels and populations located in the floodplain, GIS parcel data were acquired from each County Assessor. This data was analyzed for the location, number, and value of property improvements at the parcel level. Property improvements include any built structures such as roads, buildings, and paved lots. The data did not contain the number of structures on each parcel. A summary of the results of this analysis for the four-county planning area is provided in the following table. Specific jurisdictional parcel improvements in the floodplain can be found in the corresponding community profiles in *Section Seven*.

Table 65: Parcel Improvements and Value in the 1% Annual Flood Risk Area

County	Number of Improvements	Total Improvement Value	Number of Improvements in Floodplain	Value of Improvements in Floodplain	Percentage of Improvements in Floodplain
BANNER*	687	$ 39,717,921	96	$ 6,663,724	14%
GARDEN	1,344	$ 93,902,044	355	$ 30,589,435	26.4%
MORRILL*	2,788	$ 298,103,734	524	$ 48,979,506	18.8%
SCOTTS BLUFF	15,402	$1,950,736,432	1,107	$166,797,502	7%
TOTAL	**20,221**	**$2,382,460,131**	**2,082**	**$253,030,167**	**66.2%**

Source: County Assessors, 2021
**Based off a HAZUS created floodplain.*

The following table is a summary of regional vulnerabilities. For jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles.*

Table 66: Regional Flooding Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Low income and minority populations may lack the resources needed for evacuation, response, or to mitigate the potential for flooding -Elderly or residents with decreased mobility may have trouble evacuating -Residents in low-lying areas, especially campgrounds, are vulnerable during flash flood events -Residents living in the floodplain may need to evacuate for extended periods -Banner County: LEOP estimates 15% of people reside within the one percent annual chance floodplain -Garden County: LEOP estimates 3% of people reside within the one percent annual chance floodplain -Morrill County: LEOP estimates 7% of people reside within the one percent annual chance floodplain -Scotts Bluff County: LEOP estimates 6-10% of people reside within the one percent annual chance floodplain
ECONOMIC	-Business closures or damages may have significant impacts -Agricultural losses from flooded fields or cattle loss -Closed roads and railways would impact commercial transportation of goods
BUILT ENVIRONMENT	-Buildings may be damaged
INFRASTRUCTURE	-Damages to roadways and railways
CRITICAL FACILITIES	-Wastewater facilities are at risk, particularly those in the floodplain -Critical facilities, especially those in the floodplain, are at risk to damage (critical facilities are noted within individual community profiles)
CLIMATE	-Changes in seasonal and annual precipitation normals will likely increase frequency and magnitude of flood events

GRASS/WILDFIRE

Wildfires, also known as brush fires, forest fires, or wildland fires, are uncontrolled fires that occur in the countryside or wildland. Wildland areas may include but are not limited to grasslands, forests, woodlands, agricultural fields, pastures, and other vegetated areas. Wildfires differ from other fires by their potential extensive size, the speed at which they can spread from the original source, their ability to change direction unexpectedly, and to jump gaps (such as roads, rivers, and fire breaks). While some wildfires burn in remote forested and grassland regions, others can cause extensive destruction of homes and other property located in the wildland-urban interface, the zone of transition between developed areas and undeveloped wilderness (Figure 28).

Lightning starts approximately 10,000 forest fires each year, yet ninety percent of forest fires are started by humans.

~National Park Service

Grass/Wildfires are a growing hazard in most regions of the United States, posing a threat to life and property, particularly where native ecosystems meet urban developed areas or where local economies are heavily dependent on open agricultural land. Although fire is a natural and often beneficial process, fire suppression can lead to more severe fires due to the buildup of vegetation, which creates more fuel and increases the intensity and devastation of future fires.

Wildfire behavior is often complex and variably dependent on factors such as fuel type and moisture content, humidity, wind speed, topography, geographic location, and ambient temperature. Fuel is the only one of these factors that humans can control and is the target of most mitigation efforts. The NWS monitors the risk factors including high temperature, high wind speed, fuel moisture (greenness of vegetation), low humidity, and cloud cover in the state on a daily basis (Figure 29). These fire danger predictions are updated regularly and should be reviewed frequently by local planning teams.

Counties within the planning area are part of three different Community Wildfire Protection Plans (CWPP). Arthur and McPherson County are part of the 2019 Western Sandhills CWPP. Keith County is part of the 2019 Southwest Nebraska CWPP, and Lincoln County will be part of the Loess Canyons CWPP region once the update is completed in 2021. The purpose of the CWPPs is to help effectively manage wildfires and increase collaboration and communication among organizations who manage fire. The CWPPs discuss county specific historical wildfire occurrences and impacts, identifies areas most at risk from wildfires, discusses protection capabilities, and identifies wildfire mitigation strategies. These documents are updated every five years.

Figure 28: Wildland-Urban Interface

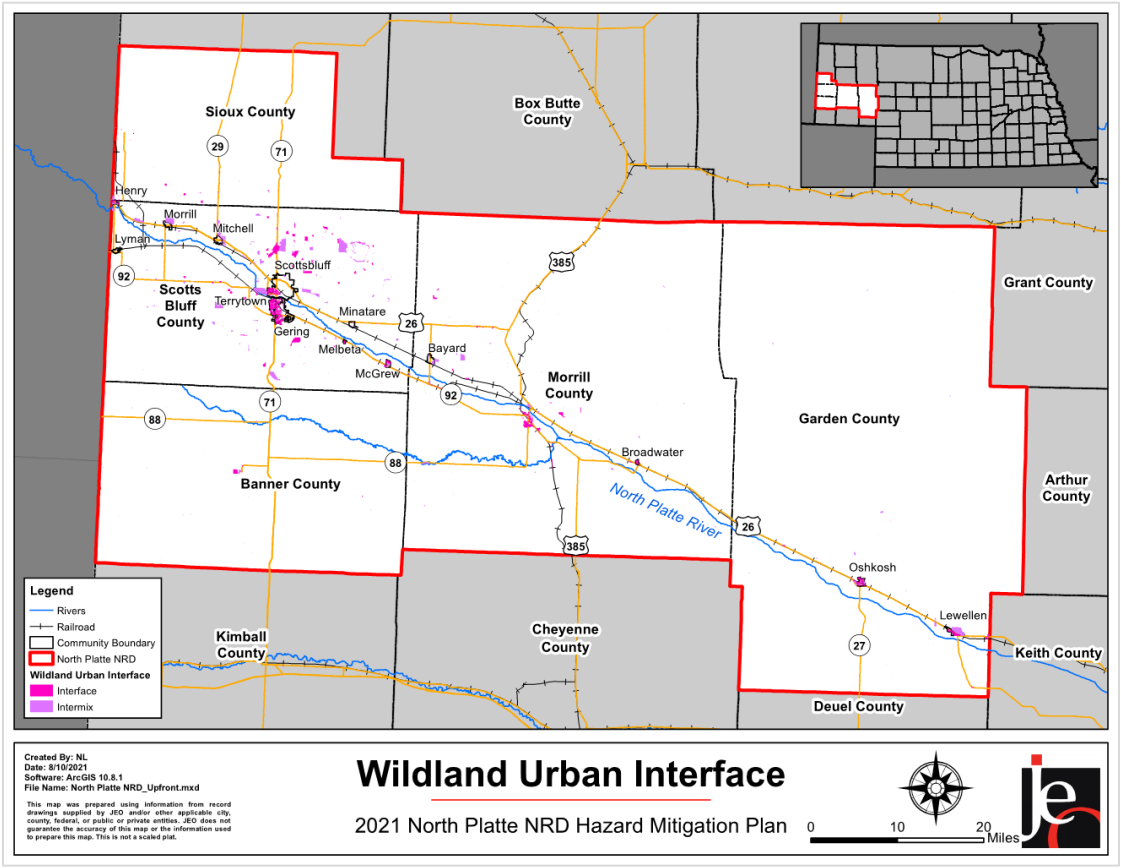
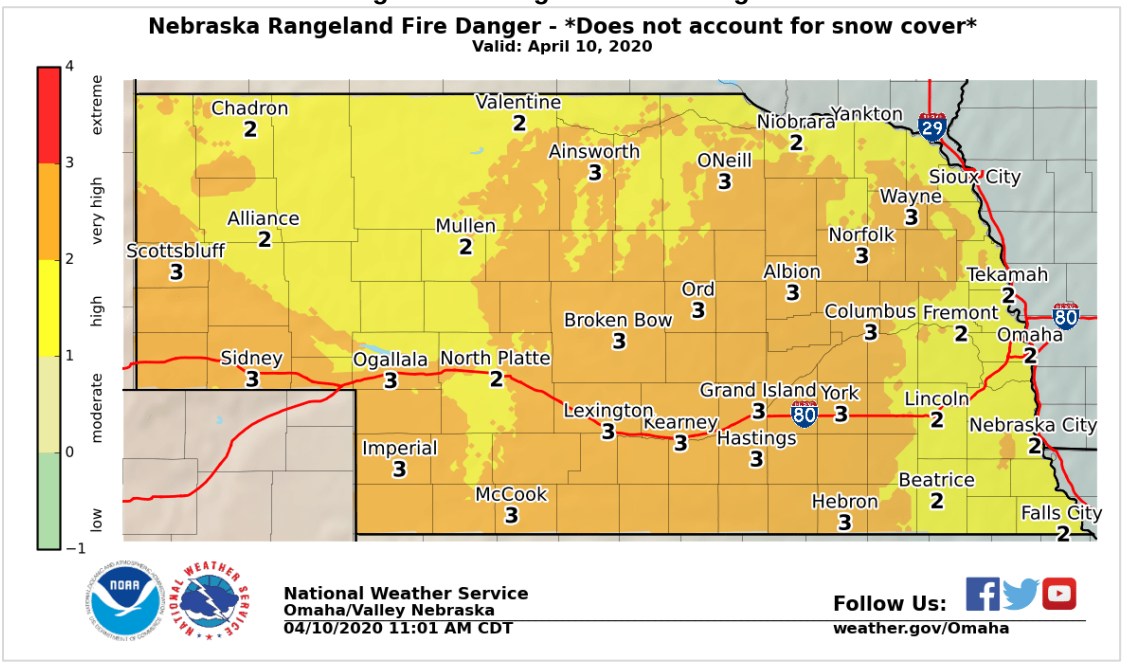


Figure 29: Rangeland Fire Danger



Source: NWS, 2019[85]

85 National Weather Service. January 2019. "Nebraska Fire Danger Map." https://www.weather.gov/oax/fire.

Location

For the planning area, 16 fire districts were identified to report events: Banner County Volunteer Fire Department, Bayard Volunteer Fire Department, Bridgeport Volunteer Fire Department, Broadwater Volunteer Fire Department, Gering Volunteer Fire Department, Henry Volunteer Fire Department, Lewellen Volunteer Fire Department, Lisco Volunteer Fire Department, Lyman Volunteer Fire Department, McGrew Volunteer Fire Department, Minatare/Melbeta Volunteer Fire Department, Mitchell Volunteer Fire Department, Morrill Volunteer Fire Department, Oshkosh Volunteer Fire Department, Scottsbluff Fire Department, and Scottsbluff Rural Fire Department (Figure 30). There are 21 fire districts that have at least part of their district in the planning area. These fire districts respond to both wildfires and structural fires in cities and villages.

As the number of reported wildfires by county indicates, wildfire is a severe threat throughout the planning area. Scotts Bluff County has reported the greatest number of fires, but Garden County has had the greatest number of acres burned.

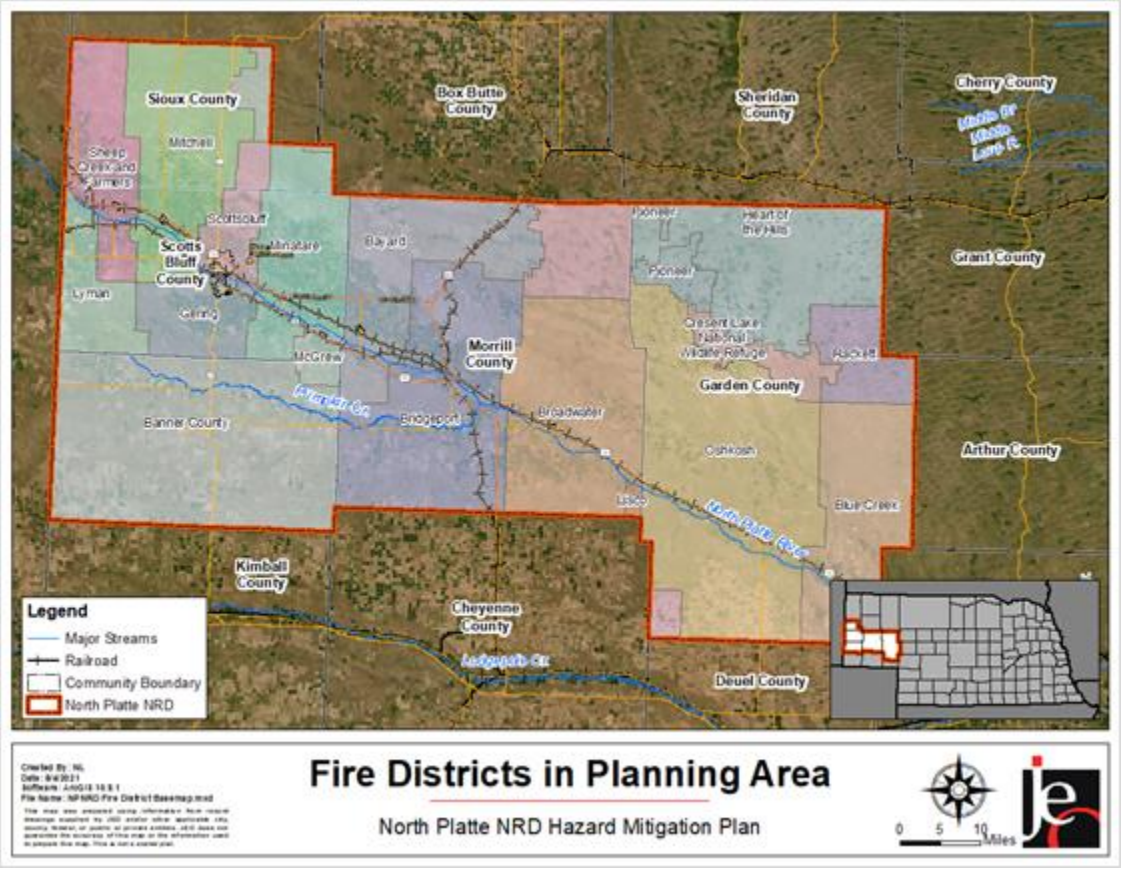
Table 67: Reported Wildfires by County

County	Reported Wildfires	Acres Burned
Banner	13	102
Garden	545	28,143
Morrill	50	5,513
Scotts Bluff	776	27,242
Total	**1384**	**61,000**

Source: Nebraska Forest Service, 2000-2020[86]

86 Nebraska Forest Service. 2000-2014. "Fire Incident Type Summary." Data Files 2000-2020.

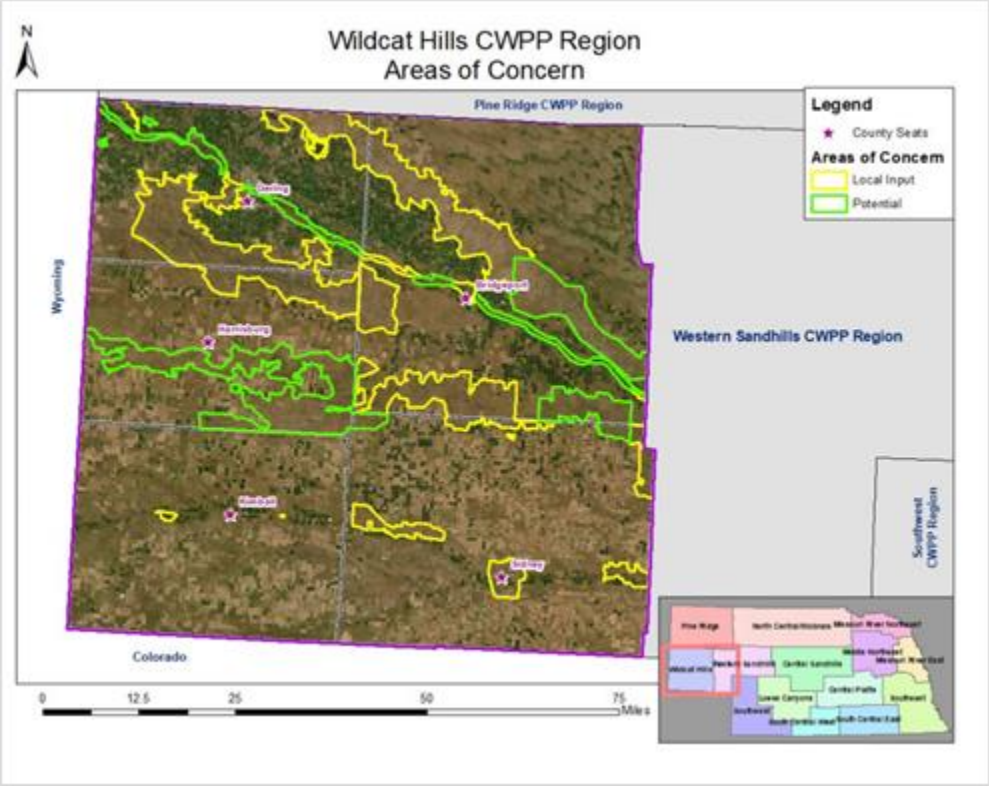
Figure 30: Fire Districts in the Planning Area



The CWPPs identified areas of concern for the counties as show in Figure 31 and Figure 32. These locally identified areas of concern are specific sites that are at greatest risk for wildfire and where vegetative fuels reduction activities can be targeted. This does not mean that areas outside mapped areas of concern do not have their own risk, but rather the areas identified are of greater concern for fire risk reduction.[87]

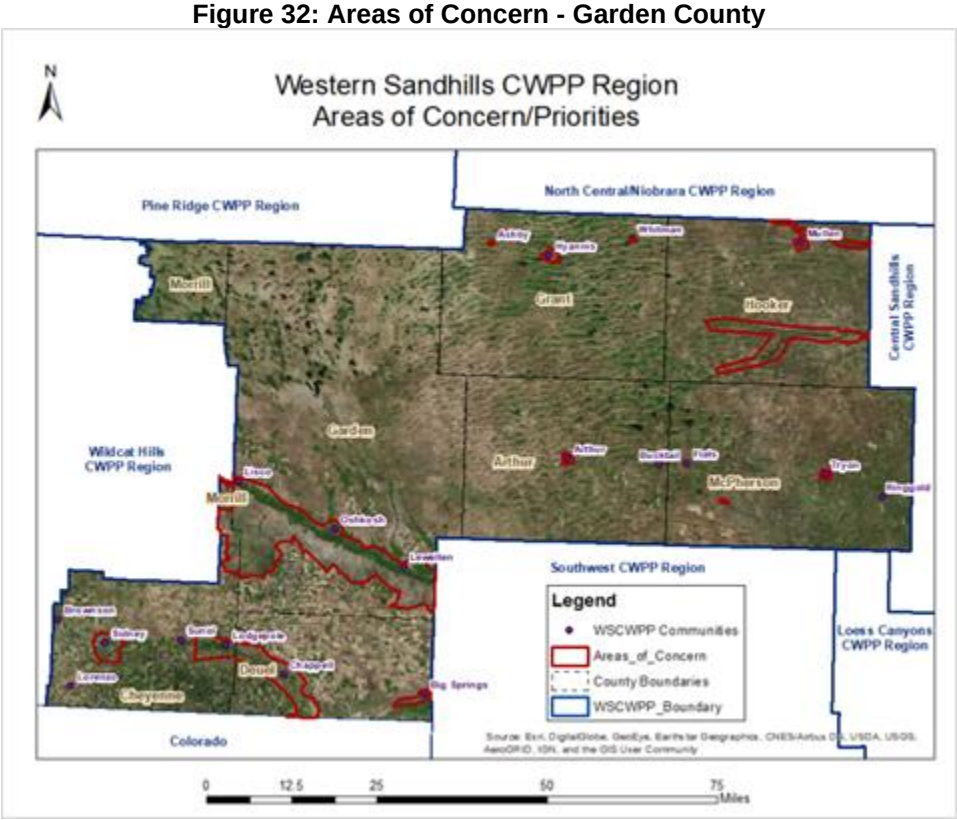
87 Nebraska Forest Service. July 2021. "Wildcat Hills Community Wildfire Protection Plan". https://nfs.unl.edu/documents/CWPP/WHCWPP.pdf

Figure 31: Areas of Concern - Scotts Bluff, Banner, and Morrill Counties



Source: Nebraska Forest Service, July 2021

Figure 32: Areas of Concern - Garden County



Source: Nebraska Forest Service, October 2019

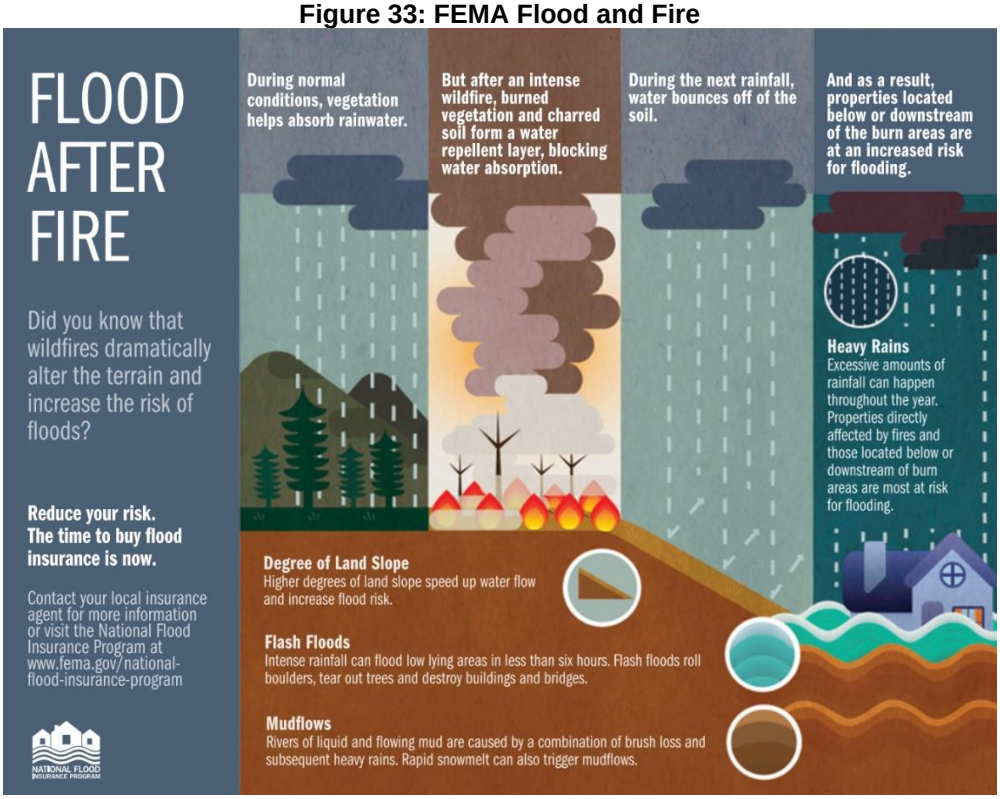
Extent

As seen in Table 67 above, wildfires have burned 61,000 acres of land. In total, there were 1,384 reported wildfires in the planning area. Of these, 64 fires burned 100 acres or more, with the largest wildfire burning over 65,000 acres in Scotts Bluff County in 2000.

Grass/Wildfire also contributes to an increased risk from other hazard events, compounding damages and straining resources. FEMA has provided additional information in recent years detailing the relationship between wildfire and flooding. Wildfire events remove vegetation and harden soil, reducing infiltration capabilities during heavy rain events. Subsequent severe storms that bring heavy precipitation can then escalate into flash flooding, dealing additional damage to jurisdictions.

Figure 34 shows the USGS' Mean Fire Return Interval. This model considers a variety of factors, including landscape, fire dynamics, fire spread, fire effects, and spatial context. These vales show how often fires are likely to occur in each area under natural conditions.

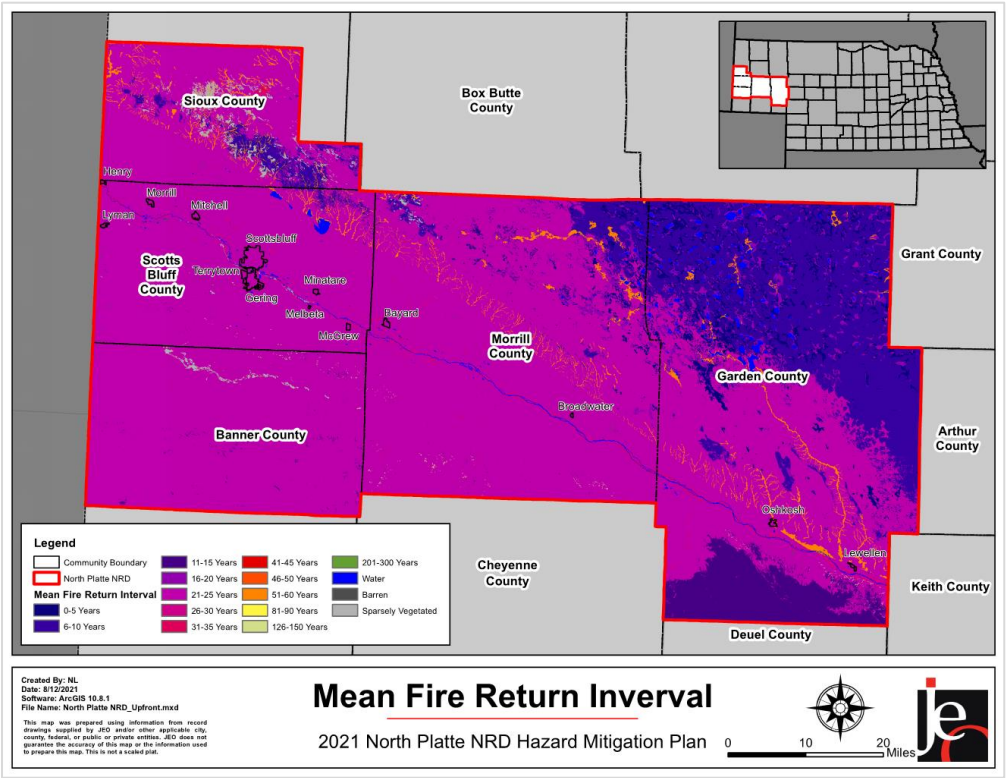
Figure 33: FEMA Flood and Fire



Source: FEMA, 2018[88]

[88] Federal Emergency Management Agency. 2018. "Flood After Fire." https://www.fema.gov/flood-after-fire.

Figure 34: Mean Fire Return Interval



Historical Occurrences

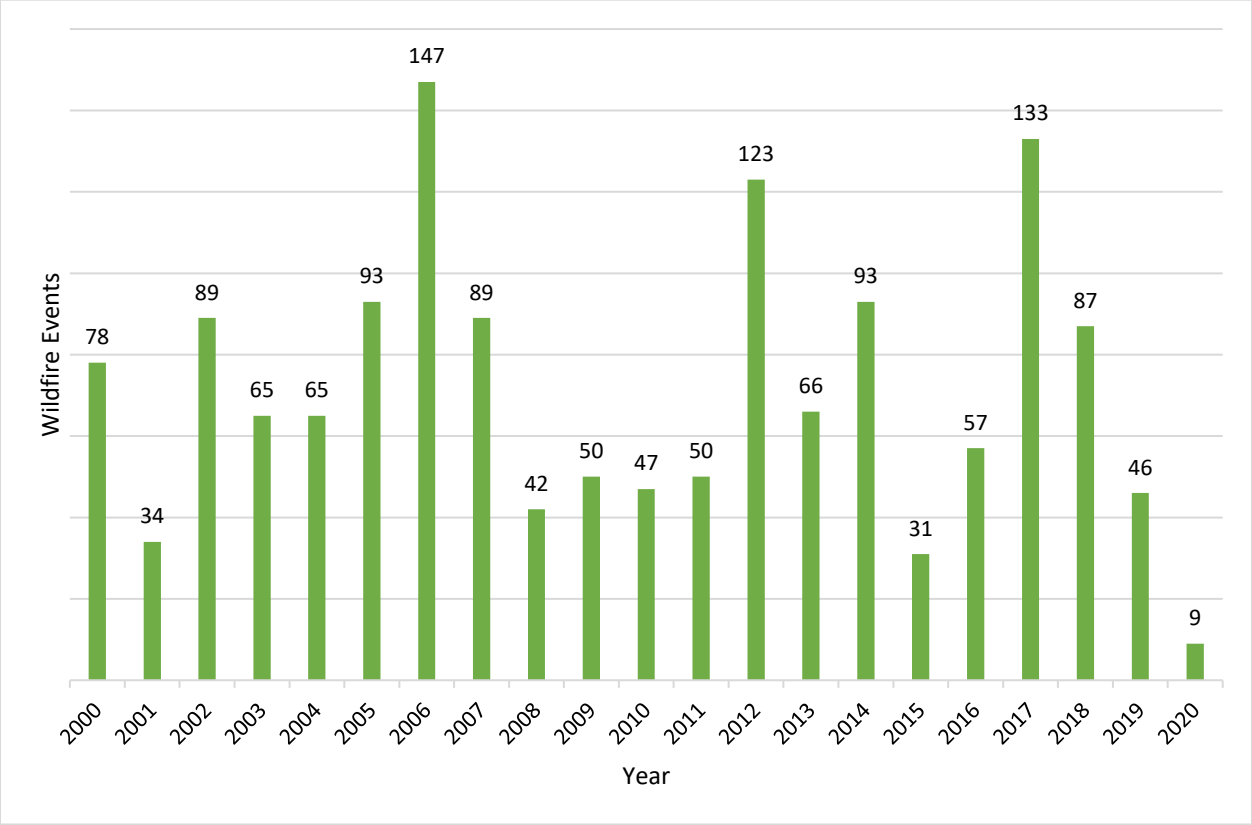
Local fire districts reported a total of 1,384 wildfires, according to the Nebraska Forest Service, from 2000 to 2020. Most fires occurred in 2012 (Figure 35). The reported events burned 61,000 acres. The fire districts also reported $47,760 in crop damages. Wildfire events caused two injuries, threatened 64 homes and 27 other structures, and destroyed one home and 10 other structures. Significant fires are outlined below:

Scotts Bluff County – 2000: Although no damages, injuries or fatalities were reported, the event was a wildfire started by lightning and burned 65,000 acres.

Morrill County – 2012: A spontaneous combustion caused 40 acres to burn, destroying three homes and 2 additional structures. This resulted in $45,000 in improvements.

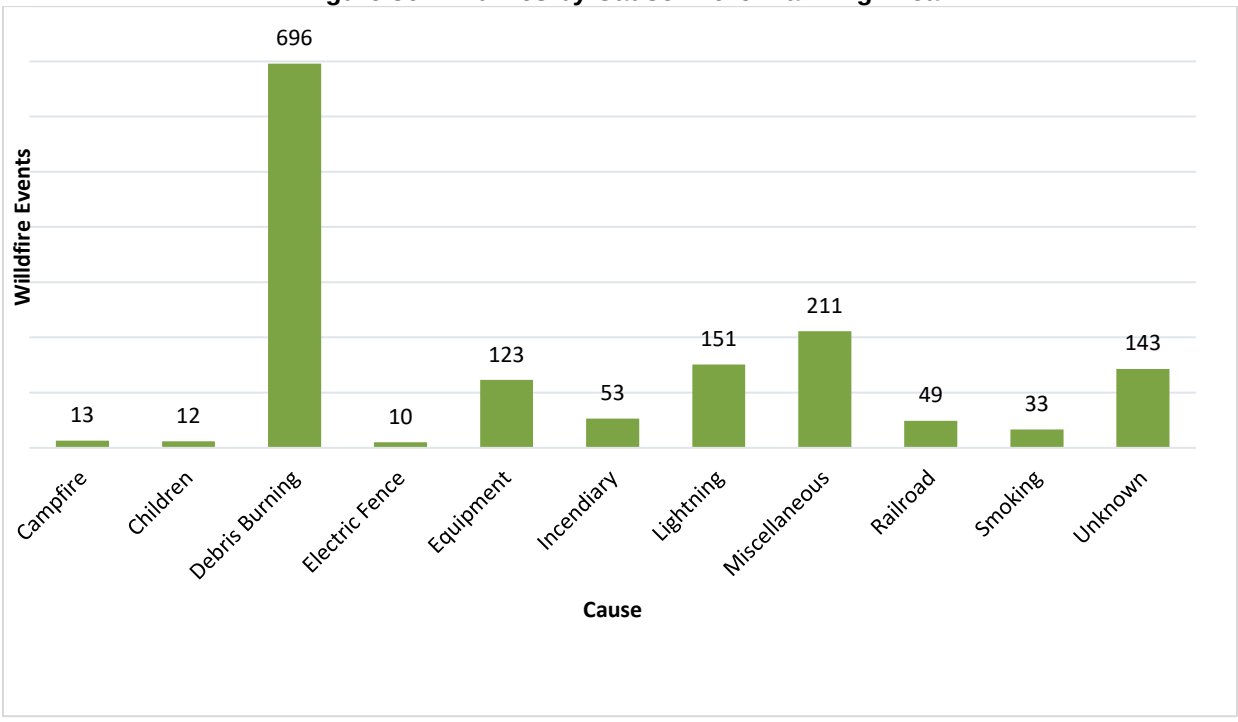
The majority of wildfires in the planning area are caused by debris burning (50.2%), with miscellaneous as the second leading cause (15.2%) (Figure 36). Wildfires in the planning area have ranged from zero to 65,000 acres, with an average event burning 44 acres.

Figure 35: Number of Wildfires by Year in the Planning Area



Source: Nebraska Forest Service, 2000-2020

Figure 36: Wildfires by Cause in the Planning Area



Source: Nebraska Forest Service, 2000-2020

Average Annual Damages

The average damage per event estimate was determined based upon records from the Nebraska Forest Service Wildfires Database from 2000 to 2020 and number of historical occurrences. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. During the 20-year period, 1,384 wildfires burned 61,000 acres and caused $47,760 in crop damages to the planning area.

Table 68: Wildfire Loss Estimation

Hazard Type	Number of Events	Events Per Year	Total Crop Loss	Average Annual Crop Loss
Wildfires	1,384	69.2	$47,760	$2,388

Source: Nebraska Forest Service, 2000-2020

Table 69: Wildfire Threats

Hazard Type	Injuries	Homes Threatened or Destroyed	Other Structures Threatened or Destroyed	Total Acres Burned	Average Acres Per Fire
Wildfires	2	65	37	61,000 acres	44

Source: Nebraska Forest Service, 2000-2020

Probability

The probability of wildfire occurrence is based on the historic record provided by the Nebraska Forest Service and reported potential by participating jurisdictions. With a grass/wildfire occurring in every year on record (Figure 35), there is a 100 percent annual probability of grass/wildfires occurring in the planning area each year.

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles.*

Table 70: Regional Wildfire Vulnerabilities

Sector	Vulnerability
People	-Risk of injury or death for residents and firefighting personnel -Displacement of people and loss of homes -Lack of transportation poses risk to low-income individuals, families, and elderly -Transportation routes may be blocked by fire, preventing evacuation efforts
Economic	-Damages to buildings and property can cause significant losses to business owners -Loss of businesses
Built Environment	-Property damages
Infrastructure	-Damage to power lines and utility structures -Potential loss of firefighting equipment and resources
Critical Facilities	-Risk of damages
Climate	-Increase chance of landslides and erosion -May lead to poor water quality -Post fire, flash flooding events may be exacerbated

HAZARDOUS MATERIALS – FIXED SITE

The following description of hazardous materials is provided by FEMA:

> Chemicals are found everywhere. They purify drinking water, increase crop production and simplify household chores. But chemicals also can be hazardous to humans or the environment if used or released improperly. Hazards can occur during production, storage, transportation, use or disposal. You and your community are at risk if a chemical is used unsafely or released in harmful amounts into the environment where you live, work or play.[89]

Hazardous materials in various forms can cause fatalities, serious injury, long-lasting health effects, and damage to buildings, homes, and other property. Many products containing hazardous chemicals are used and stored in homes routinely. Chemicals posing a health hazard include carcinogens, toxic agents, reproductive toxins, irritants, and many other substances that can harm human organs or vital biological processes.

Chemical manufacturers are one source of hazardous materials, but there are many others, including service stations, hospitals, and hazardous materials waste sites.

Varying quantities of hazardous materials are manufactured, used, or stored in an estimated 4.5 million facilities in the United States—from major industrial plants to local dry-cleaning establishments or gardening supply stores.

Hazardous materials come in the form of explosives, flammable and combustible substances, poisons, and radioactive materials. Hazardous materials incidents are technological (meaning non-natural hazards created or influenced by humans) events that involve large-scale releases of chemical, biological or radiological materials. Hazardous materials incidents generally involve releases at fixed-site facilities that manufacture, store, process or otherwise handle hazardous materials or along transportation routes such as major highways, railways, navigable waterways and pipelines.

The Environmental Protection Agency (EPA) requires the submission of the types and locations of hazardous chemicals being stored at any facility within the state over the previous calendar year. This is completed by submitting a Tier II form to the EPA as a requirement of the Emergency Planning and Community Right-to-Know Act of 1986.[90]

Fixed sites are those that involve chemical manufacturing sites and stationary storage facilities. Table 71 demonstrates the nine classes of hazardous material according to the 2016 Emergency Response Guidebook.

[89] Federal Emergency Management Agency. 2017. "Hazardous Materials Incidents." https://www.ready.gov/hazardous-materials-incidents.
[90] Emergency Planning and Community Right-to-Know Act of 1986, Pub. L. No. 116 § 10904. 1986.

Table 71: Hazardous Materials Classes

CLASS	TYPE OF MATERIAL	DIVISIONS
1	Explosives	Division 1.1 – Explosives with a mass explosion hazard Division 1.2 – Explosives with a projection hazard but not a mass explosion hazard Division 1.3 – Explosives which have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard Division 1.4 – Explosives which present no significant blast hazard Division 1.5 – Very insensitive explosives with a mass explosion hazard Division 1.6 – Extremely insensitive articles which do not have a mass explosion hazard
2	Gases	Division 2.1 – Flammable gases Division 2.2 – Non-flammable, non-toxic gases Division 2.3 – Toxic gases
3	Flammable liquids (and Combustible liquids)	
4	Flammable solids; Spontaneously combustible materials	Division 4.1 – Flammable solids, self-reactive substances and solid desensitized explosives Division 4.2 – Substances liable to spontaneous combustion Division 4.3 – Substances which in contact with water emit flammable gases
5	Oxidizing substances and Organic peroxides	Division 5.1 – Oxidizing substances Division 5.2 – Organic peroxides
6	Toxic Substances and infectious substances	Division 6.1 – Toxic substances Division 6.2 – Infectious substances
7	Radioactive materials	
8	Corrosive materials	
9	Miscellaneous hazardous materials/products, substances, or organisms	

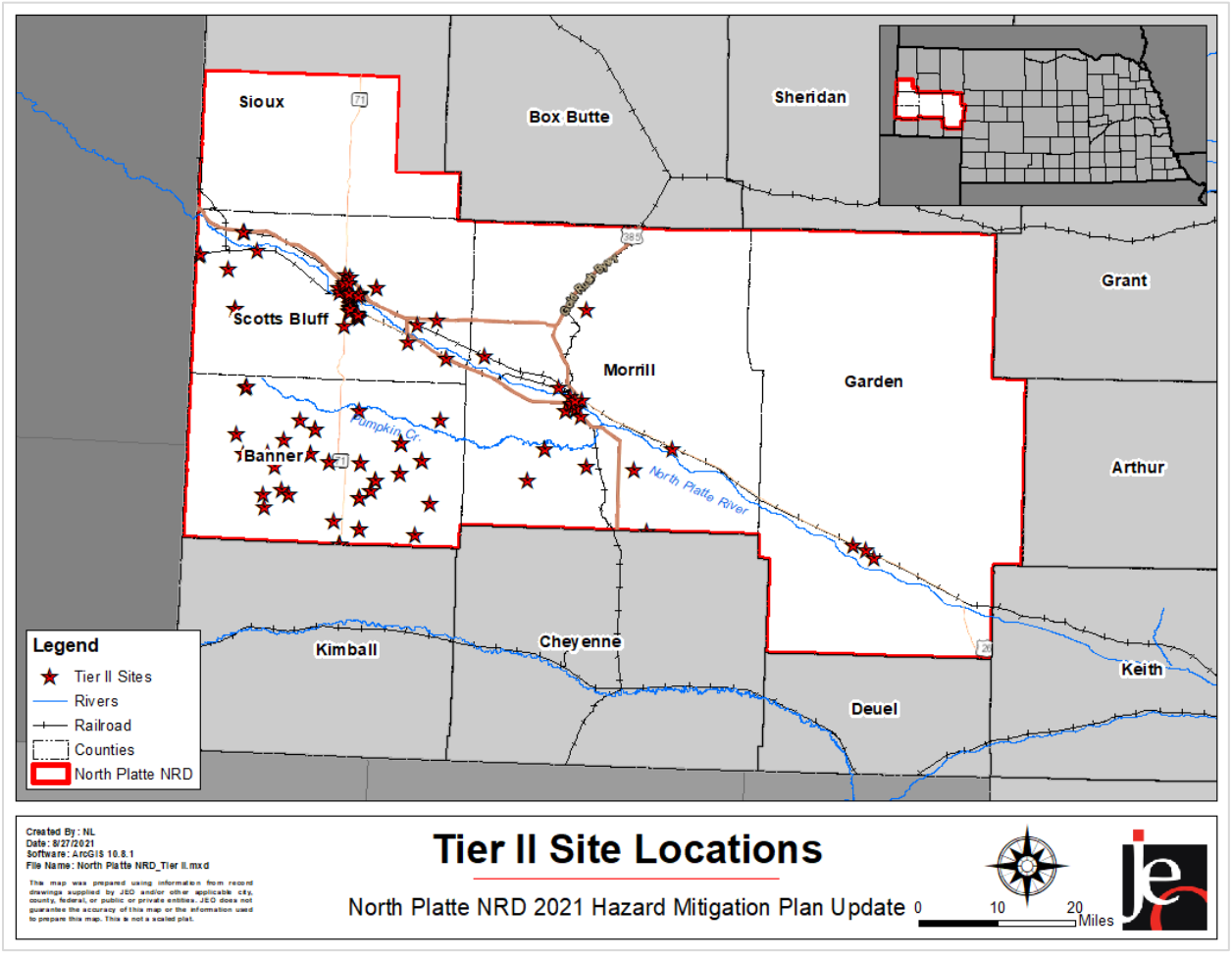
Source: Emergency Response Guidebook, 2016[91]

Location

There are 124 locations across the planning area that house hazardous materials, according to the Tier II reports submitted to the Nebraska Department of Environment and Energy in 2021. A list of chemical storage sites can be found in *Section Seven: Community Profiles* for each county. Figure 37 shows the location of the chemical sites.

91 U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration. 2016. "2016 Emergency Response Guidebook." https://www.phmsa.dot.gov/hazmat/outreach-training/erg.

Figure 37: Tier II Facility Locations



Historical Occurrences

According to the U.S Coast Guard's National Response Center (NRC) database, there have been 20 fixed site chemical spills from 1990 to 2020 in the planning area. There were no property damages or evacuations reported for these releases.

Extent

The extent of chemical spills at fixed sites varies and depends on the type of chemical that is released, with most events localized to the facility. 20 releases have occurred in the planning area, and the total amount spilled ranged from 5 to 1,100 gallons or 2000 to 7560 pounds of pollutant. Anhydrous ammonia and oil were the most spilled pollutant. Of the 20 chemical spills, there were no injuries or hospitalizations.

Probability

Based on historical records and reported events, 15 out of the 30 years examined experienced a fixed site chemical spill. This means the annual probability of a fixed site chemical spill is 50%.

Regional Vulnerabilities

The following table summarizes regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 72: Regional Chemical and Radiological Fixed Site Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Those in close proximity could have minor to severe health impacts -Possible evacuation -Hospitals, nursing homes, and the elderly at greater risk due to low mobility
ECONOMIC	-A chemical plant shutdown in smaller communities would have significant impacts on the local economy
BUILT ENVIRONMENT	-Risk of fire or explosion
INFRASTRUCTURE	-Transportation routes can be closed during evacuations
CRITICAL FACILITIES	-Critical facilities are at risk of evacuation or damage from fire or explosion
CLIMATE	-None

HAZARDOUS MATERIALS – TRANSPORTATION

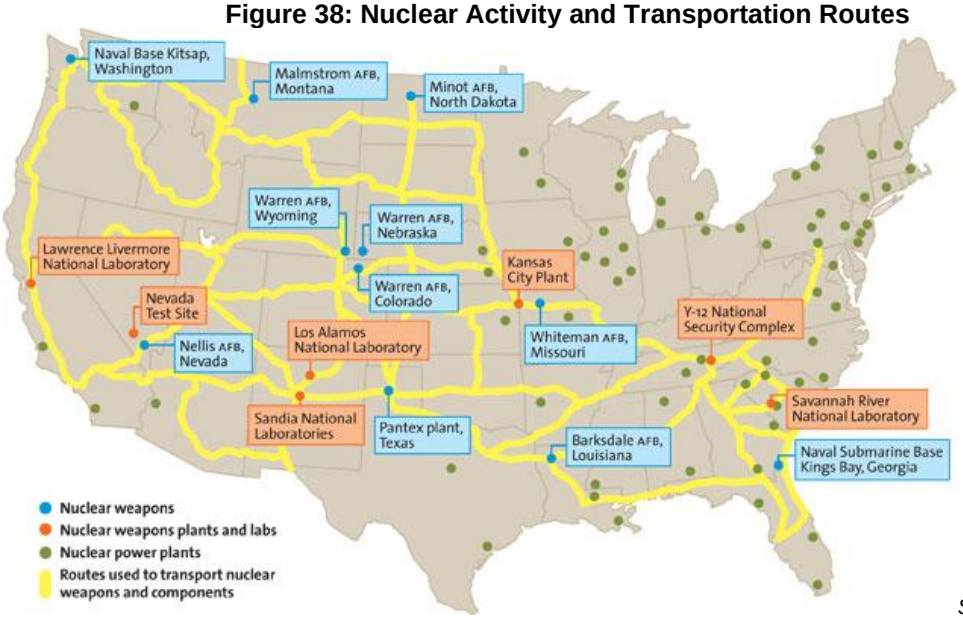
The transportation of hazardous materials is defined by the U.S. Pipeline and Hazardous Materials Safety Administration (PHMSA) as "…a substance that has been determined to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce…"[92] According to PHMSA, hazardous materials traffic in the U.S. now exceeds 1,000,000 shipments per day.[93]

Nationally, the U.S has had 116 fatalities associated with the transport of hazardous materials between 2007 through 2017.[94] While such fatalities are a low probability risk, even one event can harm many people. For example, a train derailment in Crete, Nebraska, in 1969 allowed anhydrous ammonia to leak from a ruptured tanker. The resulting poisonous fog killed nine people and injured 53.

Location

Chemical releases can occur during transportation, primarily on major transportation routes as identified in Figure 38 and Figure 39. A large number of spills also typically occur during the loading and unloading of chemicals. In 1900, Scottsbluff became western Nebraska's first city connected to a railway line, with Gering just across the river. The BNSF and UPRR still run alongside US Highway 26, making the area an economic hub of the Panhandle.[95] Banner is the only county in the planning area without connections to either railroad line. Underground, the Tallgrass Interstate Gas Transmission connects natural gas from Wyoming to Ogallala, NE through Scotts Bluff County while Nebraska Transmission runs through Morrill County.[96]

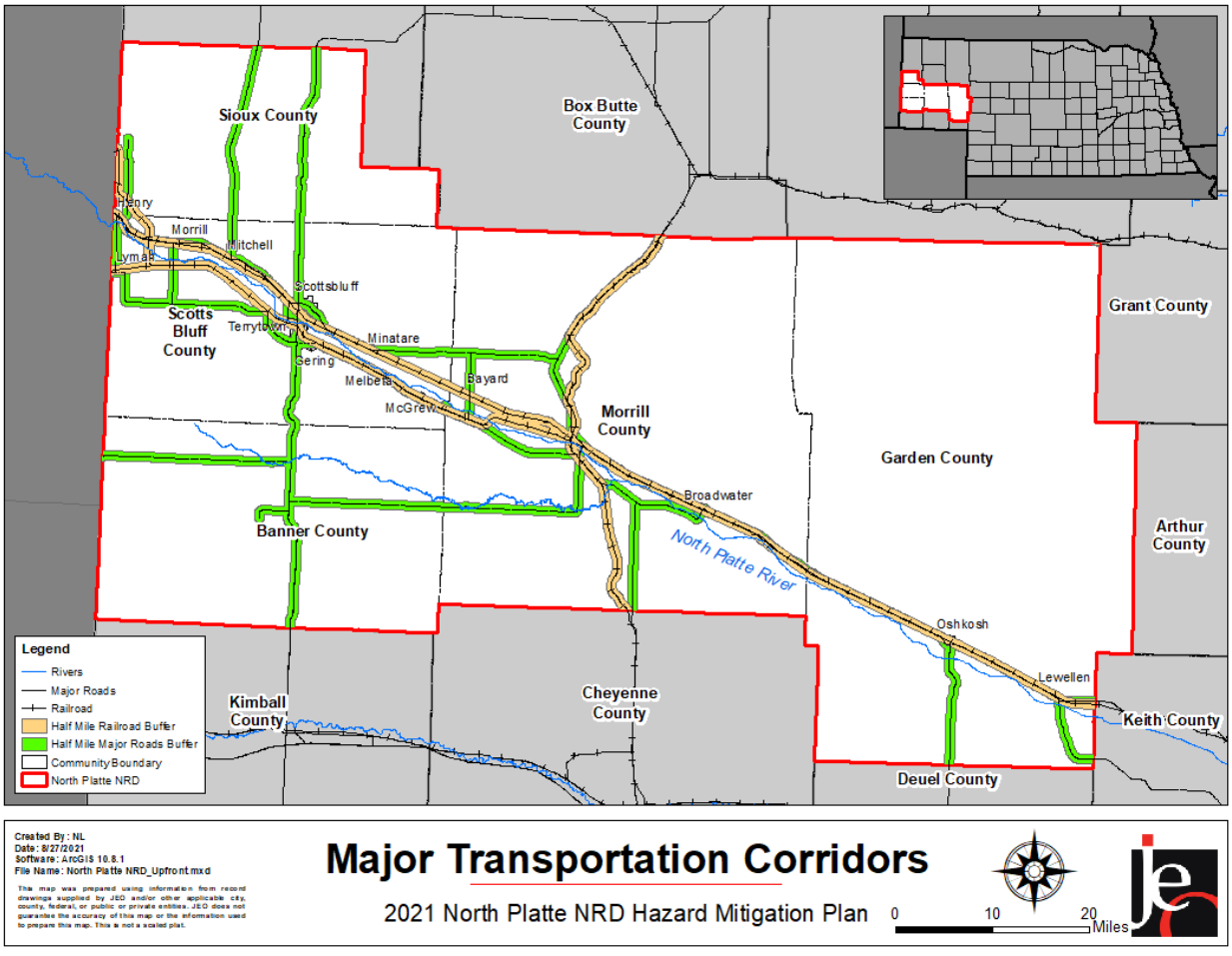
Figure 38: Nuclear Activity and Transportation Routes



Source: Jeff Berlin

92 Pipeline and Hazardous Materials Safety Administration. 2018. "Hazmat Safety Community FAQ." https://phmsa.dot.gov/regulations.
93 U.S. Department of Transportation. 2015. "2012 Economic Census: Transportation." https://www.census.gov/library/publications/2015/econ/ec12tcf-us.html.
94 Pipeline and Hazardous Materials Safety Administration. 2017. "10 Year Incident Summary Reports." https://www.phmsa.dot.gov/hazmat/library/data-stats/incidents.
95 National Park Service. 2021. "Trains and Cranes: Building a Community." https://www.nps.gov/nr/travel/scotts_bluff/essay_community.html.
96 Pipeline and Hazardous Materials Safety Administration. 2019. "National Pipeline Mapping System." https://www.npms.phmsa.dot.gov/.

Figure 39: Major Transportation Routes with Half Mile Buffer



Historical Occurrences

PHMSA reports that 36 chemical spills have occurred during transportation in the planning area between 1971 and 2020. During these events, there was $12,412,501 in damages with no fatalities and one injury. The following table provides a list of those chemical transportation events that have caused some of the most significant damages, injuries, or death.

Table 73: Historical Chemical Spills 1971-2020

Date of Event	Location of Release	Failure Description	Material Involved	Transportation Method	Injuries or Fatalities	Total Damage
11/4/2000	Scottsbluff	Vehicle Accident	30,060 LGA Flammable Liquid, N.O.S.	Rail	None	$3,074,000
9/26/2006	Morrill	Vehicle Accident	600 LGA Fuel Oil	Highway	None	$102,873
10/14/2018	Scottsbluff	Unknown	20 LGA Flammable Liquid, N.O.S.	Highway	None	$6500

2/26/1991	Bridgeport	Overfilling	1103 LGA Gasoline	Highway	None	$695
6/13/2000	Scottsbluff	Overfilling	400 LGA Diesel Fuel	Highway	None	$725

Source: PHMSA, 1971- 2020[97]

Extent

The probable extent of chemical spills during transportation is difficult to anticipate and depends on the type and quantity of chemical released. Releases that have occurred during transportation in the planning area ranged from zero to 30,060 liquid gallons (LGA) and 0.13 cubic feet (CF). One event led to an evacuation.

Average Annual Losses

The average damage per event estimate was determined based upon PHMSA's Incidents Reports since 1971 and the number of historical occurrences. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. This hazard causes, on average, about $63,810 per year in property damages.

Table 74: Chemical Transportation Losses

Hazard Type	Number of Events	Events Per Year	Total Property Loss	Average Annual Property Loss
Chemical Transportation Spills	32	0.64	$3,190,501	$63,810

Source: PHMSA 1971-2020

Probability

The historical record indicates that chemical releases during transportation have occurred in 16 of the 50 years on record, resulting in a 32 percent chance of it occurring annually in planning area.

Regional Vulnerabilities

The following table summarizes regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 75: Regional Chemical and Radiological Transportation Vulnerabilities

Sector	Vulnerability
People	-Those in close proximity to transportation corridors -Possible evacuation -Hospitals, nursing homes, and the elderly at greater risk due to low mobility
Economic	-Evacuations and closed transportation routes could impact businesses near spill
Built Environment	-Risk of fire or explosion
Infrastructure	-Transportation routes can be closed
Critical Facilities	-Critical facilities near major transportation corridors are at risk
Climate	-None

97 Pipeline and Hazardous Materials Safety Administration. 2021. "Office of Hazardous Materials Safety: Incident Reports Database Search." Accessed February 2021. https://www.phmsa.dot.gov/hazmat/library/data-stats/incidents.

LEVEE FAILURE

According to FEMA:

> The United States has thousands of miles of levee systems. These manmade structures are most commonly earthen embankments designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to provide some level of protection from flooding. Some levee systems date back as far as 150 years. Some levee systems were built for agricultural purposes. Those levee systems designed to protect urban areas have typically been built to higher standards. Levee systems are designed to provide a specific level of flood protection. No levee system provides full protection from all flooding events to the people and structures located behind it. Thus, some level of flood risk exists in these levee-impacted areas.

Levee failure can occur several ways. A breach of a levee is when part of the levee breaks away, leaving a large opening for floodwaters to flow through. A levee breach can be gradual by surface or subsurface erosion, or it can be sudden. A sudden breach of a levee often occurs when there are soil pores in the levee that allow water to flow through causing an upward pressure greater than the downward pressure from the weight of the soil of the levee. This under seepage can then resurface on the backside of the levee and can quickly erode a hole to cause a breach. Sometimes the levee actually sinks into a liquefied subsurface below.

Another way a levee failure can occur is when the water overtops the crest of the levee. This happens when the flood waters simply exceed the lowest crest elevation of the levee. An overtopping can lead to significant erosion of the backside of the levee and can result to a breach and thus a levee failure.

The USACE, who is responsible for federal levee oversight and inspection of levees, has three ratings for levee inspections.

Table 76: USACE Levee Rating Categories

RATINGS	DESCRIPTION
ACCEPTABLE	All inspection items are rated as Acceptable
MINIMALLY ACCEPTABLE	One or more inspection items are rated as Minimally Acceptable, or one or more items are rated as Unacceptable and an engineering determination concludes that the Unacceptable inspection items would not prevent the segment/system from performing as intended during the next flood event
UNACCEPTABLE	One or more items are rated as Unacceptable and would prevent the segment/system from performing as intended, or a serious deficiency noted in past inspections has not been corrected within the established timeframe, not to exceed two years

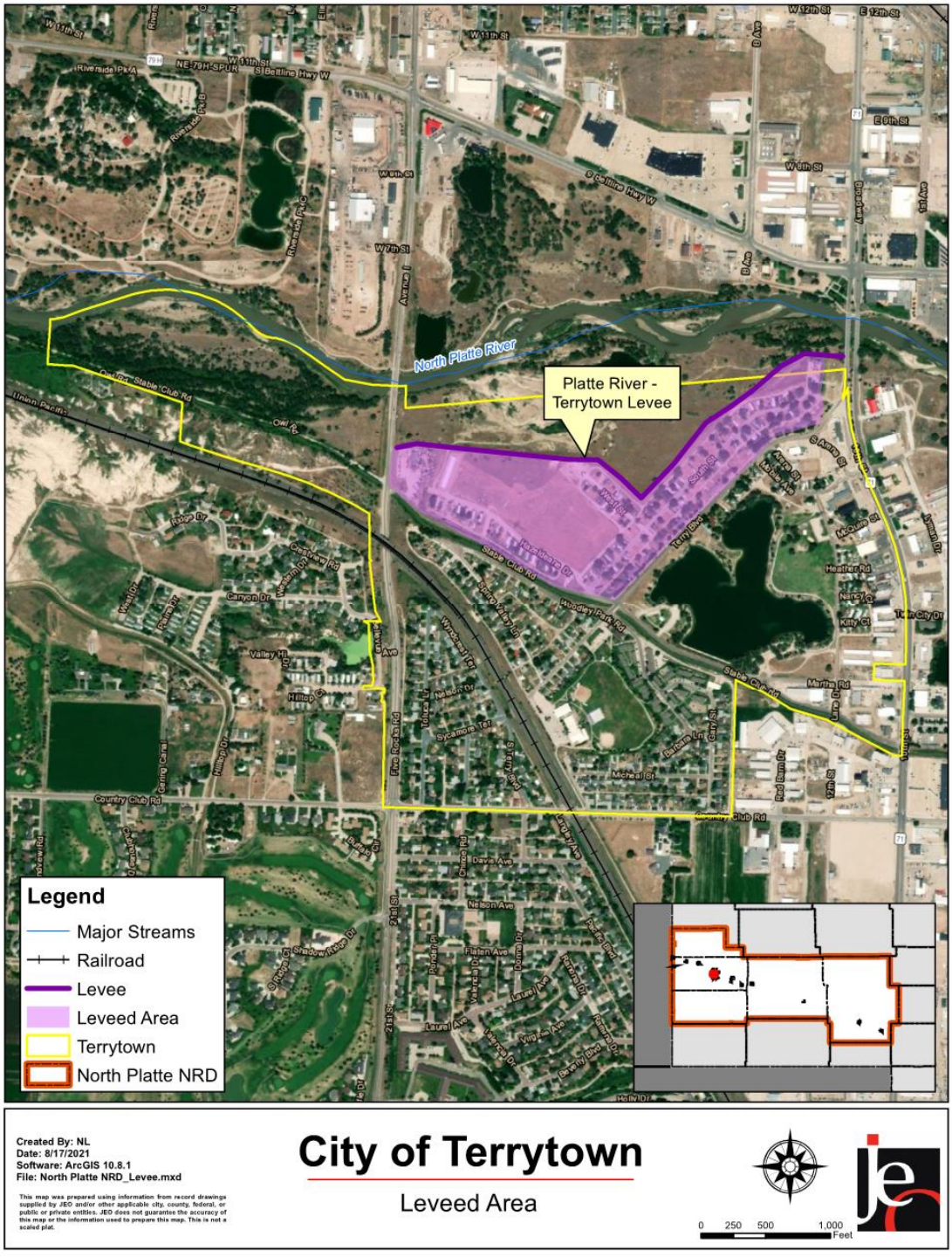
Source: USACE

Location

According to USACE's National Levee Database, there is one levee in the planning area located in Terrytown. The Platte River - Terrytown levee spans 0.76 miles in length and protects 284 residents and 70 structures. The levee is sponsored by the City of Terrytown. This levee can be seen in Figure 40.

There is also a structure located south of the city known as the Gering Canal (or Gering Drain). It is not properly considered a levee, but it does include a canal and berm, according to the Army Corps of Engineers. The canal was built primarily to control drainage from adjacent agricultural land. The canal system is made up of six different sections and spans 25 miles.

Figure 40: Terrytown Levee



Historical Occurrences
There have been no recorded instances of levee failure in the planning area.

Extent
Given that there are no historic levee failure incidents, we are not able to identify the exact impacts of levee failure. If any levees were to fail, they would likely result in minor flooding of farm or ranchland.

Average Annual Losses
There are no recorded instances of levee failure in the planning area, so average annual losses are $0.

Probability
With no recorded levee failure in the planning area, there is a less than 1% chance that levee failure will occur in the planning area annually.

Regional Vulnerabilities
The following table summarizes regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 77: Regional Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Minimal risk from unmapped private levees and berms
ECONOMIC	-Minimal impact to agricultural lands
BUILT ENVIRONMENT	-All buildings within leveed areas are at risk to damages
INFRASTRUCTURE	-Minimal impact to infrastructure. Likely to be localized
CRITICAL FACILITIES	-None. There are no critical facilities in leveed areas
CLIMATE	-Changes in seasonal precipitation and temperature normals can increase strain on any unmapped private levees and berms

PUBLIC HEALTH EMERGENCY

According to the World Health Organization (WHO), a public health emergency is:

> "an occurrence or imminent threat of an illness or health condition, caused by bio terrorism, epidemic or pandemic disease, or (a) novel and highly fatal infectious agent or biological toxin, that poses a substantial risk of a significant number of human facilities or incidents or permanent or long-term disability" (WHO/DCD, 2001). The declaration of a state of public health emergency permits the governor to suspend state regulations and change the functions of state agencies.[98]

The number of cases that qualifies as a public health emergency depends on several factors including the illness, its symptoms, ease in transmission, incubation period, and available treatments or vaccinations. With the advent of sanitation sewer systems and other improvements in hygiene since the 19th century, the spread of infectious disease has greatly diminished. Additionally, the discovery of antibiotics and the implementation of universal childhood vaccination programs have played a major role in reducing human disease impacts. Today, human disease incidences are carefully tracked by the Centers for Disease Control and Prevention (CDC) and state organizations for possible epidemics and to implement control systems. Novel illnesses or diseases have the potential to develop annually and significantly impact residents and public health systems.

Some of the best actions or treatments for public health emergencies are nonpharmaceutical interventions (NPI). These are readily available behaviors or actions, and response measures people and communities can take to help slow the spread of respiratory viruses such as influenza. Understanding NPIs and increasing the capacity to implement them in a timely way, can improve overall community resilience during a pandemic. Using multiple NPIs simultaneously can reduce influenza transmission in communities even before vaccination is available.[99]

Pandemics are global or national disease outbreaks. These types of illnesses, such as influenza, can easily spread person-to-person, cause severe illness, and are difficult to contain. An especially severe pandemic can lead to high levels of illness, death, social disruption, and economic turmoil. Past pandemic events include:

- 1918 Spanish Flu: the H1N1 influenza virus spread world-wide during 1918 and 1919. It is estimated that at least 50 million people worldwide died during this pandemic with about 675,000 deaths alone in the United States. No vaccine was ever developed, and control efforts included self-isolation, quarantine, increased personal hygiene, disinfectant use, and social distancing.

- 1957 H2N2 Virus: a new influenza A virus emerged in Eastern Asia and eventually crossed into coastal U.S. cities in summer of 1957. In total 1.1 million people worldwide died of the flu with 116,000 of those in the United States.

98 World Health Organization. 2008. Accessed April 2020. "Glossary of humanitarian Terms." https://www.who.int/hac/about/definitions/en/.
99 U.S. Department of Health and Human Services. 2017. "Pandemic Influenza Plan: 2017 Update." https://www.cdc.gov/flu/pandemic-resources/pdf/pan-flu-report-2017v2.pdf.

- 1968 H3N2 Virus: an influenza A virus discovered in the United States in September 1968 which killed over 100,000 citizens. The majority of deaths occurred in people 65 years and older.

- 2009 H1N1 Swine Flu: a novel influenza A virus discovered in the United States and spread quickly across the globe. This flu was particularly prevalent in young people while those over 65 had some antibody resistance. The CDC estimated the U.S. had over 60.8 million cases and 12,469 deaths.

- 2019 COVID-19: the novel influenza A virus which originated in Wuhan China and spread globally. As of February 2, 2021, the CDC reported over 26,277,125 cases and 445,264 deaths attributed to COVID-19. Efforts to control and limit the virus included self-isolation, quarantine, increased cleaning measures, social distancing and vaccinations. Significant impacts to the national and global economy have been caused by COVID-19.

The State of Nebraska Department of Health and Human Services requires doctors, hospitals, and laboratories to report on many communicable diseases and conditions to monitor disease rates for epidemic events. Additionally, regional or county health departments monitor local disease outbreaks and collect data relevant to public health. The Panhandle Public Health District covers all counties in the Nebraska Panhandle, including Banner, Garden, Morrill, and Scotts Bluff Counties.

Location

Human disease outbreaks can occur anywhere in the planning area. Public heath emergencies or pandemic threshold levels are dependent on the outbreak type, transmission vectors, location, and season. Normal infectious disease patterns are changing due to increasing human mobility and climate change. Rural populations are particularly at risk for animal-related diseases while urban areas are at greater risk from community spread type illnesses. All residents throughout the planning area are at risk during public health emergencies. All areas within the planning area experienced impacts from COVID-19 specifically during 2020.

Historical Occurrences

Cases and fatalities associated with Public Health Emergencies vary between illness types and severity of outbreak. Past major outbreaks in Nebraska have specifically included the H1N1 Swine Flu in 2009 and COVID-19 in 2020-2021.

- H1N1 Swine Flu (2009) – outbreaks were first reported in mid-April 2009 and spread rapidly. The new flu strand for which immunity was nonexistent in persons under 60 years old was similar in many ways to typical seasonal influenza. Symptoms of H1N1 included fever greater than 100°F, cough, and sore throat. County specific counts of H1N1 are not available, however a total of 71 confirmed cases were reported by June 12, 2009.[100] Outbreaks in Nebraska were typically seen sporadically with occasional cluster outbreaks at summer camps for youth. The U.S. Public Health Emergency for the H1N1 Influenza outbreak expired on June 23, 2010. The CDC developed and encouraged all US residents to receive a yearly flu vaccination to protect against potential exposures. The H1N1 continues to appear annually and persons in the planning area are at risk of infection in the future.

100 Centers for Disease Control and Prevention. June 2009. "Novel H1N1 Flu Situation Update." https://www.cdc.gov/h1n1flu/updates/061209.htm.

- COVID-19 (2020) – In January 2020, the CDC confirmed the first case of COVID-19 in the United States, and it quickly spread across the country. By March 2020, the World Health Organization declared COVID-19 a pandemic and travel bans were instituted around the globe. Primary symptoms of the infection included cough, fever or chills, shortness of breath or difficulty breathing, fatigue, muscle and body aches, headache, loss of taste or smell, sore throat, and others. The first confirmed case of COVID-19 in the State of Nebraska was a 36-year-old Omaha resident in early March. Counties and cities throughout the planning area have instituted directed health measures to protect residents from the spread of COVID-19.

The table below displays COVID-19 confirmed cases and deaths as of August 1, 2021. This data will likely increase as time goes on until the entire population can be vaccinated.

Table 78: COVID-19 Cases in the Planning Area

County	Population	Confirmed Cases[101]	Fatalities[101]	Percent of Population Vaccinated[102]
Banner	722	36	0	20%
Garden	1,864	113	1	36%
Morrill	4,781	513	7	28%
Scotts Bluff	36,074	4,193	48	30%
Total	**43,441**	**4,855**	**56**	

Source: John Hopkins University [101], The New York Times[102]

Extent

Those most affected by public heath emergencies are typically the very young, the very old, the immune-compromised, the economically vulnerable, and the unvaccinated. Roughly 25% of the planning area's population is 20 years or younger, and 22% of the planning area is 65 years or older. These factors increase vulnerability to the impacts of pandemics. Refer to *Section Three: Planning Area Profile* for further discussion of age and economic vulnerability in the planning area. It is not possible to determine the extent of individual public health emergency events, as the type and severity of a novel outbreak cannot be predicted. However, depending on the disease type, a significant portion of residents may be at risk to illness or death.

The extent of a public health emergency is closely tied to the proximity or availability of health centers and services. It should be noted that while Garden, Morrill, and Scotts Bluff Counties each have one hospital to serve the area, Banner County has none. The following table identifies hospitals in the planning area.

Table 79: Hospitals in the Planning Area

County	Facility Name	Nearest Community	Total Licensed Beds
Garden	Regional West Garden County Hospital	Oshkosh	10
Morrill	Morrill County Community Hospital	Bridgeport	20
Scotts Bluff	Regional West Medical Center	Scottsbluff	172

Source: Nebraska Department of Health and Human Services[103]

101 John Hopkins University & Medicine. August 2020. "COVID-19 United States Cases by County". https://coronavirus.jhu.edu/us-map
102 The New York Times. August 1, 2021. "Nebraska Coronavirus Map and Case Count". https://www.nytimes.com/interactive/2021/us/nebraska-covid-cases.html
103 Department of Health and Human Services. July 2021. "Hospitals." http://dhhs.ne.gov/licensure/Documents/Hospital%20Roster.pdf.

Certain geographic areas, populations, and facilities may experience a shortage of health care professionals which results in a lack of access to health care in an area. The Health Resources and Services Administration (HRSA) assigns specific designations to shortage areas to focus limited resources on communities with the most need. Shortage designations include Health Professional Shortage Areas (HPSAs), Medically Underserved Areas (MUAs) and Medically Underserved Populations (MUPs). Health Professional Shortage Areas are designated based on shortages in primary care, dental, or mental health providers in a geographic area, facility, or population. HPSAs are determined based on the number of health professionals relative to a high need population. The following table identifies HPSA designations in the planning area.

Table 80: Health Care Professional Shortage Areas in the Planning Area

County	Designation Type	HPSA ID	Designation Date	Type of Care
Banner	Geographic HPSA	1314400650	9/13/2012	Primary Care
Garden	Geographic HPSA	1318511039	8/23/2018	Primary Care
Morrill	Rural Health Clinic	1319993156	4/5/2004	Primary Care
Morrill	Rural Health Clinic	1319993159	4/12/2004	Primary Care
MORRILL	Rural Health Clinic	7312665586	8/17/2019	Mental Health
MORRILL	Rural Health Clinic	7317568324	8/17/2019	Mental Health
SCOTTS BLUFF	Federally Qualified Health Center	1319993143	8/17/2019	Primary Care
SCOTTS BLUFF	Federally Qualified Health Center	7319993116	8/17/2019	Mental Health
Banner, Garden, Morrill, Scotts Bluff	Geographic HPSA	7318003632	7/20/1978	Mental Health

Source: Health Resources and Services Administration[104]

Medically Underserved Areas and Populations are designated by the HRSA as areas or populations having high poverty rates, high infant mortality rates, high elderly populations, or an insufficient number of primary care providers. The following tables identifies MUA designations in the planning area.

Table 81: Medically Underserved Areas/Populations in the Planning Area

County	Designation Type	Designation ID	Designation Date	Type of Care
Banner	MUA	02002	11/1/1978	Primary Care
Scotts Bluff	MUA	02042	6/3/1992	Primary Care

Source: Health Resources and Services Administration[105]

104 Health Resources and Services Administration. 2021. "HPSA Find." https://data.hrsa.gov/tools/shortage-area/hpsa-find
105 Health Resources and Services Administration. 2021. "MUA Find." https://data.hrsa.gov/tools/shortage-area/mua-find

Immunodeficiency disorders (such as diabetes), obesity, or other pre-existing health complications reduce the ability of the body to fight infection. Diabetes prevalence per county and for the state are listed in the table below.

Table 82: Diabetes Prevalence in the Planning Area

County	Diagnosed Diabetes Rate (Total Adults Age 20+)
Banner	9.5%
Garden	7.4%
Morrill	13.7%
Scotts Bluff	10.3%
State of Nebraska*	8.8%

Source: Centers of Disease Control and Prevention, 2017[106]
**State data is from 2018.*

Nebraska state law (Title 173) requires all students have the following vaccinations: poliomyelitis, Diphtheria, pertussis, tetanus, measles, mumps, rubella, Hepatitis B, and varicella (chicken pox). The Vaccines for Children program is a federally funded and state-operated vaccine supply program that provides free vaccines to children under 18 who are of American Indian or Alaska Native descent, enrolled in Medicaid, uninsured, or underinsured. Additionally, the HPV vaccination series is recommended for teenagers and influenza vaccinations are recommended yearly for those over six months old. Individuals without vaccinations are at greater risk of contracting diseases or carrying diseases to others.

Average Annual Losses

The national economic burden of influenza medical costs, medical costs plus lost earnings, and total economic burden was $10.4 billion, $26.8 billion, and $87.1 billion respectively in 2007.[107] However, associated costs with pandemic response are much greater. Current estimated costs for COVID-19 in the United States exceed $16 trillion. Specific costs do not include losses from displacement, functional downtime, economic loss, injury, or loss of life. The direct and indirect effects of significant health impacts are difficult to quantify.

Probability

There is no pattern as to when public health emergencies will occur. Based on historical records, it is likely that small-scale disease outbreaks will occur annually within the planning area. However, large scale emergency events (such as seen with COVID-19) cannot be predicted.

106 Centers for Disease Control and Prevention. 2017. "Diagnosed diabetes prevalence – Nebraska." https://gis.cdc.gov/grasp/diabetes/DiabetesAtlas.html.
107 Molinari, N.M., Ortega-Sanchez, I.R., Messonnier, M., Thompson, W.W., Wortley, P.M., Weintraub, E., & Bridges, C.B. April 2007. "The annual impact of seasonal influenza in the US: measuring disease burden and costs." DOI: 10.1016/j.vaccine.2007.03.046.

Regional Vulnerabilities

The following table summarizes regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

SECTOR	VULNERABILITY
PEOPLE	-Vulnerable populations include the very young, the very old, the unvaccinated, the economically vulnerable, and those with immunodeficiency disorders. -Institutional settings such as prisons, dormitories, long-term care facilities, day cares, and schools are at higher risk to contagious diseases -Poverty, rurality, underlying health conditions, and drug or alcohol use increase chronic and infectious disease rates
ECONOMIC	-Large scale or prolonged events may cause businesses to close, which could lead to significant revenue loss and loss of income for workers
BUILT ENVIRONMENT	-Increased number of unoccupied business structures
INFRASTRUCTURE	-Transportation routes may be closed if a quarantine is put in place -Healthcare facilities in the planning area may be overwhelmed quickly by widespread events
CRITICAL FACILITIES	-Healthcare facilities in the planning area may be overwhelmed quickly by widespread events -Critical facilities could see suspended action or reduced resources due to sick staff
CLIMATE	-Climate change impacts on extreme weather, air quality, transmission of disease via insects and pests, food security, and water quality increase threats of disease

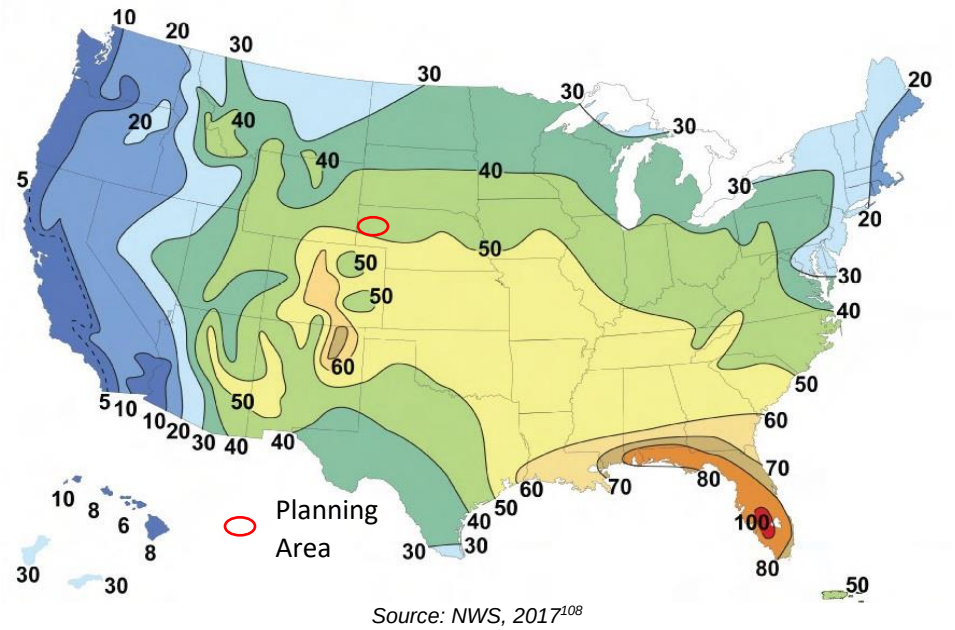
SEVERE THUNDERSTORMS

Severe thunderstorms are common and unpredictable seasonal events throughout Nebraska. A thunderstorm is defined as a storm that contains lightning and thunder, which is caused by unstable atmospheric conditions. When the cold upper air sinks and the warm, moist air rises, storm clouds or "thunderheads" develop, resulting in thunderstorms. This can occur singularly, in clusters, or in lines.

Thunderstorms can develop in fewer than 30 minutes and can grow to an elevation of eight miles into the atmosphere. Lightning, by definition, is present in all thunderstorms and can cause harm to humans and animals, fires to buildings and agricultural lands, and electrical outages in municipal electrical systems. Lightning can strike up to 10 miles from the portion of the storm depositing precipitation. There are three primary types of lightning: intra-cloud, inter-cloud, and cloud to ground. While intra and inter-cloud lightning are more common, communities are potentially impacted when lightning comes in contact with the ground. Lightning generally occurs when warm air mixes with colder air masses resulting in atmospheric disturbances necessary for polarizing the atmosphere. Severe thunderstorms usually occur in the evening during the spring and summer months.

Economically, thunderstorms are generally beneficial in that they provide moisture necessary to support Nebraska's largest industry, agriculture. The majority of thunderstorms do not cause damage, but when they escalate to severe storms, the potential for damages increases. Damages can include crop losses from wind; property losses due to building and automobile damages from high wind, flash flooding, and death or injury to humans and animals from lightning, drowning, or getting struck by falling or flying debris. Figure 41 displays the average number of days with thunderstorms across the country each year. The planning area experiences an average of 40 to 50 thunderstorms over the course of one year.

Figure 41: Average Number of Thunderstorms



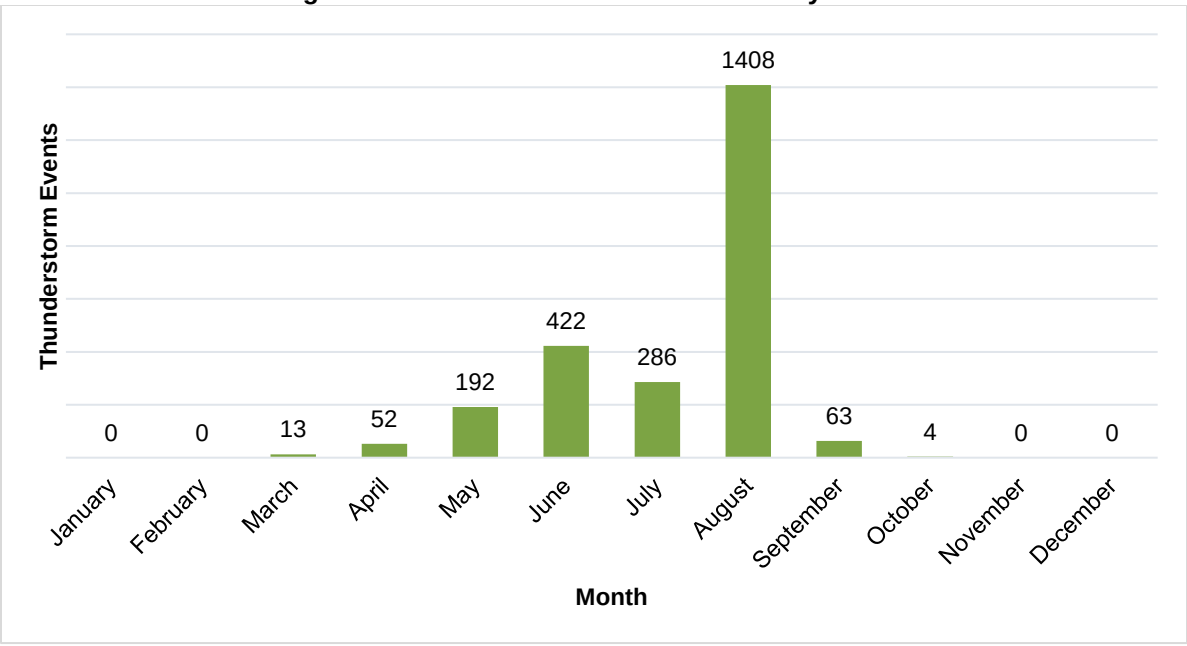
Source: NWS, 2017[108]

108 National Weather Service. 2017. "Introduction to Thunderstorms." http://www.srh.noaa.gov/jetstream/tstorms/tstorms_intro.html.

Location
The entire planning area is at risk to thunderstorms due to the regional nature of this type of event.

Historical Occurrences
Severe thunderstorms in the planning area usually occur in the afternoon and evening during the summer months (Figure 42).

Figure 42: Severe Thunderstorm Events by Month



Source: NCEI, 1996-2020

The NCEI reports events as they occur in each community. A single severe thunderstorm event can affect multiple communities and counties at a time; the NCEI reports these large scale, multi-county events as separate events. The result is a single thunderstorm event covering the entire region could be reported by the NCEI as several events.

The NCEI reports a total of 897 hail, 25 heavy rain, one lightning, and 284 thunderstorm wind events in the planning area from 1996 to September 2020. In total these events were responsible for $111,816,250 in property damages. The USDA RMA data shows that severe thunderstorms caused $7,781,427 in crop damages. There are 39 injuries reported in association with these storms.

Extent
The geographic extent of a severe thunderstorm event may be large enough to impact the entire planning area (such as in the case of a squall line, derecho, or long-lived supercell) or just a few square miles, in the case of a single cell that marginally meets severe criteria. The NWS defines a thunderstorm as severe if it is capable of winds gusts of 58 mph or higher.

Average Annual Damages

The average damage per event estimate was determined based upon recorded damages from NCEI Storm Events Database since 1996 and number of historical occurrences. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. Severe thunderstorms cause an average of $4,472,650 per year in property damages.

Table 83: Severe Thunderstorms Loss Estimate

Hazard Type	Number of Events[1]	Average Events Per Year	Total Property Loss[1]	Average Annual Property Loss	Total Crop Loss[2]	Average Annual Crop Loss
HAIL	897	36	$107,297,650	$4,291,906	$98,441,107	$4,922,055
HEAVY RAIN	25	1	$0	$0		
LIGHTNING	1	0.04	$1	$0		
THUNDERSTORM WIND	284	11.4	$4,518,600	$180,744		
TOTAL	**1,207**	**48.4**	**$111,816,251**	**$4,472,650**	**$98,441,107**	**$4,922,055**

Source: 1 Indicates data is from NCEI (1996 to September 2020); 2 Indicates data is from USDA RMA (2000 to 2020)

Probability

Based on historical records and reported events, severe thunderstorms events are likely to occur on an annual basis. The NCEI reported a severe thunderstorm in every year, resulting in a 100 percent chance for thunderstorms to occur annually.

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 84: Regional Thunderstorm Vulnerabilities

Sector	Vulnerability
People	-Elderly citizens with decreased mobility may have trouble evacuating or seeking shelter -Mobile home residents are risk of injury and damage to their property if the mobile home is not anchored properly -Injuries can occur from not seeking shelter, standing near windows, and shattered windshields in vehicles
Economic	-Damages to buildings and property can cause significant losses to business owners and employees
Built Environment	-Buildings are at risk to hail damage -Downed trees and tree limbs -Roofs, siding, windows, gutters, HVAC systems, etc. can incur damage
Infrastructure	-High winds and lightning can cause power outages and down power lines -Roads may wash out from heavy rains and become blocked from downed tree limbs
Critical Facilities	-Power outages are possible -Critical facilities may sustain damage from hail, lightning, and wind
Climate	-Changes in seasonal precipitation and temperature normals can increase frequency and magnitude of severe storm events

SEVERE WINTER STORMS

Severe winter storms are an annual occurrence in Nebraska. Winter storms can bring extreme cold, freezing rain, heavy or drifting snow, and blizzards. Blizzards are particularly dangerous due to drifting snow and the potential for rapidly occurring whiteout conditions which greatly inhibit vehicular traffic. Generally, winter storms occur between the months of November and March but may occur as early as October and as late as April. Heavy snow is usually the most defining element of a winter storm. Large snow events can cripple an entire jurisdiction by hindering transportation, knocking down tree limbs and utility lines, and structurally damaging buildings.

Extreme Cold

Along with snow and ice storm events, extreme cold is dangerous to the well-being of people and animals. What constitutes extreme cold varies from region to region but is generally accepted as temperatures that are significantly lower than the region's average low temperature. For the planning area, the coldest months of the year are December, January, and February. The average low temperature for these months is below freezing (average low for the three months is 14.4°F). The average high temperature for the months of January, February, and December is near 48°F.[109]

Freezing Rain

Along with snow events, winter storms also have the potential to deposit significant amounts of ice. Ice buildup on tree limbs and power lines can cause them to collapse. This is most likely to occur when rain falls that freezes upon contact, especially in the presence of wind. Freezing rain is the name given to rain that falls when surface temperatures are below freezing. Unlike a mixture of rain and snow, ice pellets or hail, freezing rain is made entirely of liquid droplets. Freezing rain can also lead to many problems on the roads, as it makes them slick, causing automobile accidents, and making vehicle travel difficult.

Blizzards

Blizzards are particularly dangerous due to drifting snow and the potential for rapidly occurring whiteout conditions, which greatly inhibits vehicular traffic. Heavy snow is usually the most defining element of a winter storm. Large snow events can cripple an entire jurisdiction for several days by hindering transportation, knocking down tree limbs and utility lines, structurally damaging buildings, and injuring or killing crops and livestock.

Location

The entire planning area is at risk of severe winter storms.

Extent

The Sperry-Piltz Ice Accumulation Index (SPIA) was developed by the NWS to predict the accumulation of ice and resulting damages. The SPIA assesses total precipitation, wind, and temperatures to predict the intensity of ice storms. Figure 43 shows the SPIA index.

109 High Plains Regional Climate Center. 2020. "Monthly Climate Normals 1981-2010." http://climod.unl.edu/.

Figure 43: SPIA Index

ICE DAMAGE INDEX	*AVERAGE ICE AMOUNT (in inches) *Revised: Oct. 2011*	WIND (mph)	DAMAGE AND IMPACT DESCRIPTIONS
0	<0.25	<15	Minimal risk of damage to exposed utility systems; no alerts or advisories needed for crews, few outages.
1	0.10 – 0.25	15 – 25	Some isolated or localized utility interruptions are possible, typically lasting only a few hours. Roads and bridges may become slick and hazardous.
	0.25 – 0.50	>15	
2	0.10 – 0.25	25 – 35	Scattered utility interruptions expected, typically lasting 12 to 24 hours. Roads and travel conditions may be extremely hazardous due to ice accumulation.
	0.25 – 0.50	15 – 25	
	0.50 – 0.75	>15	
3	0.10 – 0.25	> – 35	Numerous utility interruptions with some damage to main feeder lines and equipment expected. Tree limb damage is excessive. Outages lasting 1 – 5 days.
	0.25 – 0.50	25 – 35	
	0.50 – 0.75	15 – 25	
	0.75 –1.00	>15	
4	0.25 – 0.50	> – 35	Prolonged and widespread utility interruptions with extensive damage to main distribution feeder lines and some high voltage transmission lines/structures. Outages lasting 5 – 10 days.
	0.50 – 0.75	25 – 35	
	0.75 –1.00	15 – 25	
	1.00 –1.50	>15	
5	0.50 – 0.75	> – 35	Catastrophic damage to entire exposed utility systems, including both distribution and transmission networks. Outages could last several weeeks in some areas. Shelters needed.
	0.75 –1.00	> – 25	
	1.00 –1.50	> – 15	
	> 1.50	Any	

(Categories of damage are based upon combinations of precipitation totals, temperatures and wind speeds/directions.)

Source: SPIA-Index, 2017[110]

The Wind Chill Index was developed by the NWS to determine the decrease in air temperature felt by the body on exposed skin due to wind. The wind chill is always lower than the air temperature and can quicken the effects of hypothermia or frost bite as it gets lower. Figure 44 shows the Wind Chill Index used by the NWS.

Average monthly snowfall for the planning area is shown in Figure 46, which shows the snowiest months are between December and March. A common snow event (likely to occur annually) will result in accumulation totals between one and six inches. Often these snow events are accompanied by high winds. It is reasonable to expect wind speeds of 25 to 35 mph with gusts reaching 50 mph or higher. Strong winds and low temperatures can combine to produce extreme wind chills of 20°F to 40°F below zero.

110 SPIA-Index. 2009. "Sperry-Piltz Ice Accumulation Index." Accessed June 2017. http://www.spia-index.com/index.php.

Figure 44: Wind Chill Index Chart

Temperature (°F)

Wind (mph)	40	35	30	25	20	15	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45
5	36	31	25	19	13	7	1	-5	-11	-16	-22	-28	-34	-40	-46	-52	-57	-63
10	34	27	21	15	9	3	-4	-10	-16	-22	-28	-35	-41	-47	-53	-59	-66	-72
15	32	25	19	13	6	0	-7	-13	-19	-26	-32	-39	-45	-51	-58	-64	-71	-77
20	30	24	17	11	4	-2	-9	-15	-22	-29	-35	-42	-48	-55	-61	-68	-74	-81
25	29	23	16	9	3	-4	-11	-17	-24	-31	-37	-44	-51	-58	-64	-71	-78	-84
30	28	22	15	8	1	-5	-12	-19	-26	-33	-39	-46	-53	-60	-67	-73	-80	-87
35	28	21	14	7	0	-7	-14	-21	-27	-34	-41	-48	-55	-62	-69	-76	-82	-89
40	27	20	13	6	-1	-8	-15	-22	-29	-36	-43	-50	-57	-64	-71	-78	-84	-91
45	26	19	12	5	-2	-9	-16	-23	-30	-37	-44	-51	-58	-65	-72	-79	-86	-93
50	26	19	12	4	-3	-10	-17	-24	-31	-38	-45	-52	-60	-67	-74	-82	-89	-95
55	25	18	11	4	-3	-11	-18	-25	-32	-39	-46	-54	-61	-68	-75	-82	-89	-97
60	25	17	10	3	-4	-11	-19	-26	-33	-40	-48	-55	-62	-69	-76	-84	-91	-98

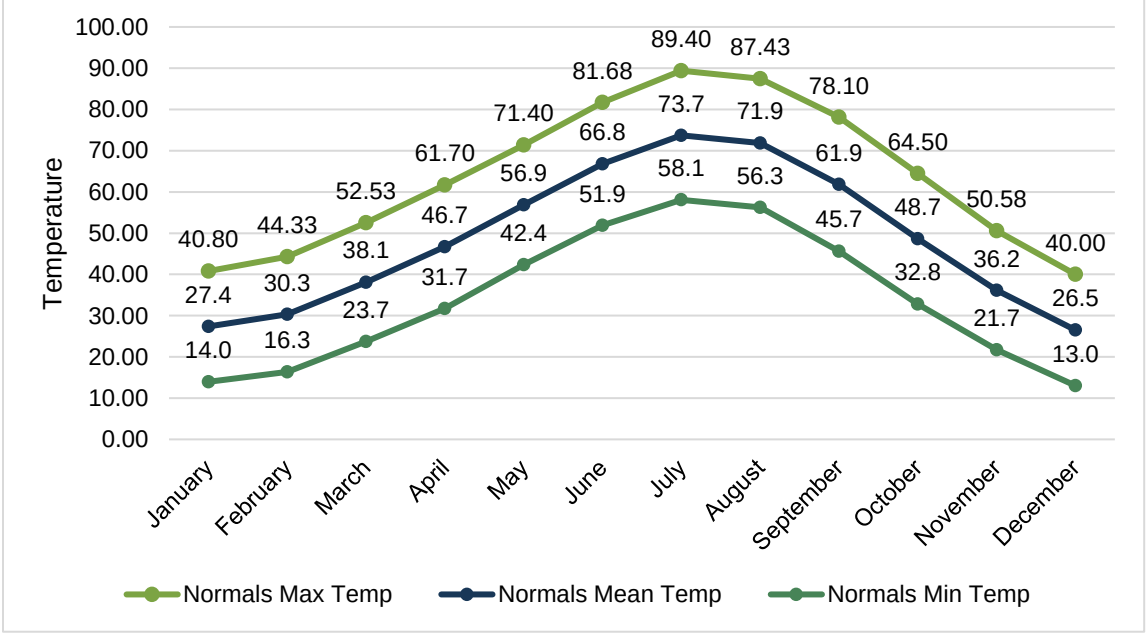
Frostbite Times — 30 Minutes — 10 MInutes — 5 Minutes

Wind Chill (°F) = 35.74 + 0.6215T - 35.75($V^{0.16}$) + 0.4275T($V^{0.16}$)

T = Air Tempurature (°F) **V** = Wind Speed (mph)

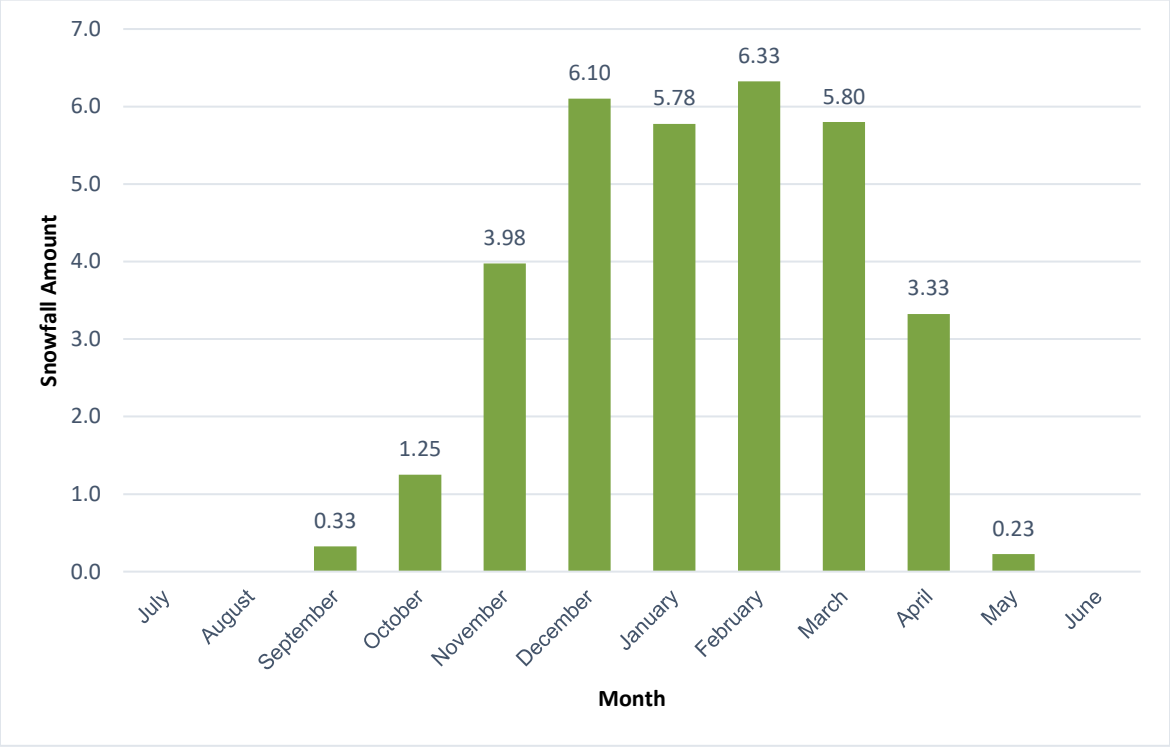
Source: NWS, 2017[111]

Figure 45: Monthly Climate Normals Temperature (1981-2010)



111 National Weather Service. 2001. "Wind Chill Chart." http://www.nws.noaa.gov/om/cold/wind_chill.shtml.

Figure 46: Monthly Normal Snowfall in Inches (1981-2010)



Source: High Plains Regional Climate Center, 2021

Historical Occurrences

Due to the regional scale of severe winter storms, the NCEI reports events as they occur in each county. According to the NCEI, there were a combined 287 severe winter storm events for the planning area from 1996 to September 2020. December had the most recorded events for the planning area. These recorded events caused a total of $5,340,000 in reported property damages and $27,286,954 in crop damages.

According to the NCEI, there were four injuries associated with winter storms in the planning area. Additional information from these events from NCEI and reported by each community are listed in *Section Seven: Community Profiles*.

Average Annual Damages

The average damage per event estimate was determined based upon NCEI Storm Events Database since 1996 and includes aggregated calculations for each of the six types of winter weather as provided in the database. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. Severe winter storms have caused an average of $213,600 per year in property damage and $1,364,348 per year in crop damages for the planning area.

Table 85: Severe Winter Storm Loss Estimate

Hazard Type	Number of Events[1]	Average Events Per Year[1]	Total Property Loss[1]	Average Annual Property Loss [1]	Total Crop Loss[2]	Average Annual Crop Loss [2]
Blizzard	48	1.9	$5,177,000	$207,080	$27,286,954	$1,364,348
Heavy Snow	63	2.5	$10,000	$400		
Ice Storm	0	0	$0	$0		
Winter Storm	124	5	$125,000	$5,000		
Winter Weather	28	1.1	$28,000	$1,120		
Extreme Cold/Wind Chill	24	1	$0	$0		
Total	**287**	**11.5**	**$5,340,000**	**$213,600**	**$27,286,954**	**$1,364,348**

Source: 1 Indicates data is from NCEI (1996-Sept. 2020); 2 Indicates data is from USDA RMA (2000-2020)

Probability

Based on historical records and reported events, severe winter storm events are likely to occur on an annual basis. The NCEI reported a severe winter storm event in 24 of 25 years, resulting in 96% percent chance annually for severe winter storms.

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 86: Regional Severe Winter Storm Vulnerabilities

Sector	Vulnerability
People	-Elderly citizens are at higher risk to injury or death, especially during extreme cold and heavy snow accumulations -Citizens without adequate heat and shelter at higher risk of injury or death
Economic	-Closed roads and power outages can cripple a region for days, leading to significant revenue loss and loss of income for workers
Built Environment	-Heavy snow loads can cause roofs to collapse -Significant tree damage possible, downing power lines and blocking roads
Infrastructure	-Heavy snow and ice accumulation can lead to downed power lines and prolonged power outages -Transportation may be difficult or impossible during blizzards, heavy snow, and ice events
Critical Facilities	-Emergency response and recovery operations, communications, water treatment plants, and others are at risk to power outages, impassable roads, and other damages
Climate	-Changes in seasonal precipitation and temperature normals can increase frequency and magnitude of severe winter storm events

TERRORISM

According to the Federal Bureau of Investigation (FBI), there is no single, universally accepted definition of terrorism. Terrorism is defined in the Code of Federal Regulations as "the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof in furtherance of political or social objectives".[112] Terrorist activities are also classified based on motivation behind the event (such as religious fundamentalism, national separatist movements, and social revolutionary movements). Terrorism can also be random with no ties to ideological reasoning.

The FBI further describes terrorism as either domestic or international, depending on the origin, base, and objectives of the terrorist organization. For this plan, the following definitions from the FBI will be used:

- Domestic terrorism is the unlawful use, or threatened use, of force or violence by a group or individual based and operating entirely within the United States or Puerto Rico without foreign direction committed against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof in furtherance of political or social objectives.

- International terrorism involves violent acts or acts dangerous to human life that are a violation of the criminal laws of the United States or any state, or that would be a criminal violation if committed within the jurisdiction of the United States or any state. These acts appear to be intended to intimidate or coerce a civilian population, influence the policy of a government by intimidation or coercion, or affect the conduct of a government by assassination or kidnapping. International terrorist acts occur outside the United States or transcend national boundaries in terms of the means by which they are accomplished, the persons they appear intended to coerce or intimidate, or the locale in which their perpetrators operate or seek asylum.

There are different types of terrorism depending on the target of attack, which are:

- Political terrorism
- Bio-terrorism
- Cyber-terrorism
- Eco-terrorism
- Nuclear-terrorism
- Narco-terrorism
- Agro-terrorism

Threat assessment, mitigation, and response to terrorism are federal and state directives that work in conjunction with local law enforcement. Terrorism is addressed at the federal level by the US Department of Homeland Security and at the state level by the Nebraska Emergency Management Agency.

112 Terrorism, 28 U.S. Code Section 0.85

Location
Terrorism can occur throughout the entire planning area. Urban areas, schools, and government buildings are more likely to see terroristic activity. However, water systems of any size could be vulnerable as well as computer systems from cyber-terrorism.

Extent
Terrorist attacks can vary greatly in scale and magnitude, depending on the location of the attack.

Historical Occurrences
Previous accounts of terrorism in the planning area were gathered from the Global Terrorism Database, maintained by the University of Maryland and the National Consortium for the Study of Terrorism and Responses to Terrorism. This database contains information for over 140,000 terrorist attacks. According to this database, there have been no terrorist incidents in the planning area from 1970 through October 2018.[113]

Average Annual Damages
As there were no terrorist events within the planning area, there are no average annual damages.

Probability
Given zero incidences over a 49-year period, the annual probability for terrorism in the planning area has a less than one percent chance of occurring during any given year. This does not indicate that an event will never occur within the planning area, only that the likelihood of such an event is incredibly low.

Regional Vulnerabilities
The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles.*

Table 87: Regional Terrorism Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Police officers and first responders at risk of injury or death -Civilians at risk of injury or death -Students and staff at school facilities at risk of injury or death from school shootings
ECONOMIC	-Damaged businesses can cause loss of revenue and loss of income for workers -Agricultural attacks could cause significant economic losses for the region -Risk of violence in an area can reduce income flowing into and out of that area
BUILT ENVIRONMENT	-Targeted buildings may sustain heavy damage
INFRASTRUCTURE	-Water supply, power plants, utilities may be damaged
CRITICAL FACILITIES	-Police stations and government offices are at a higher risk
CLIMATE	-None

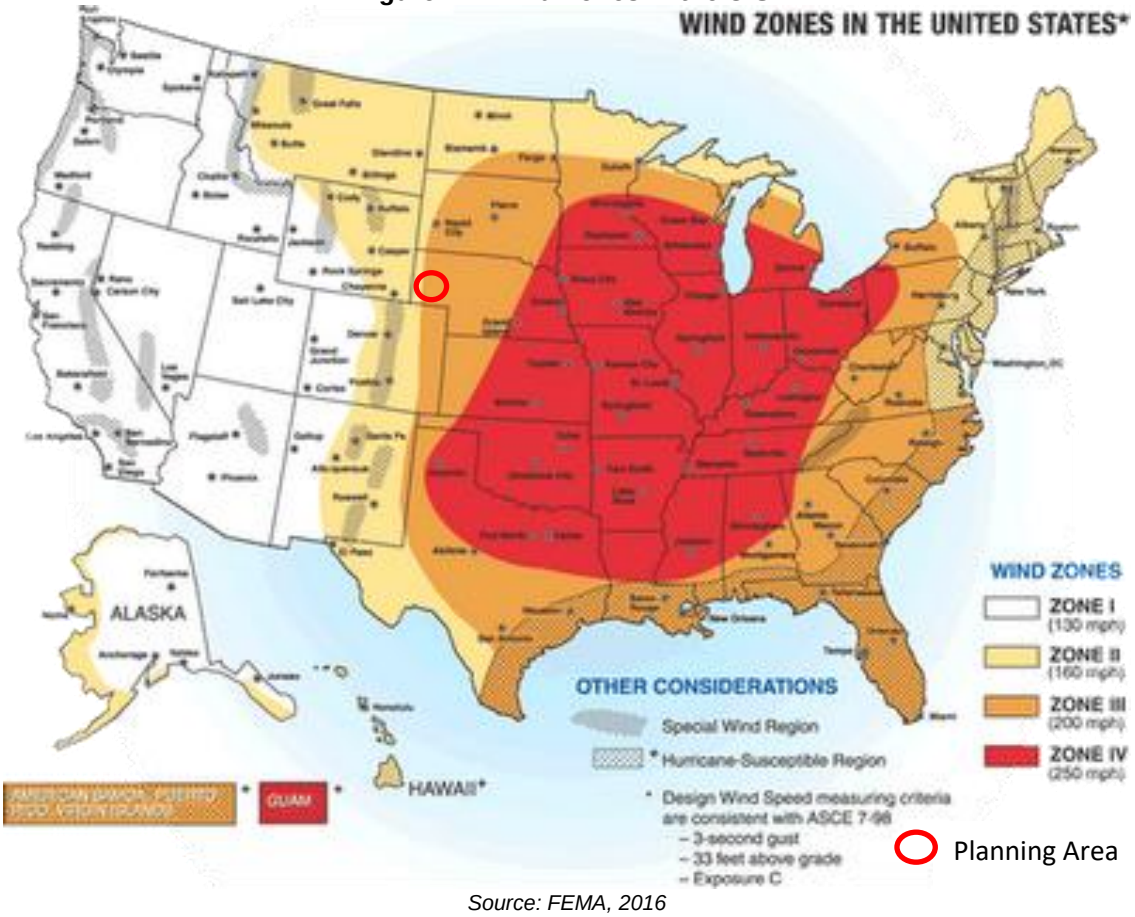
113 National Consortium for the Study of Terrorism and Responses to Terrorism. October 2018. Global Terrorism Database [Data file]. Retrieved from https://www.start.umd.edu/gtd.

TORNADOES AND HIGH WINDS

High winds typically accompany severe thunderstorms, severe winter storms, tornadoes, and other large low-pressure systems, which can cause significant crop damage, downed power lines, loss of electricity, traffic flow obstructions, and significant property damage including to trees and center-pivot irrigation systems.

The National Weather Service (NWS) defines high winds as sustained wind speeds of 40 mph or greater lasting for 1 hour or longer, or winds of 58 mph or greater for any duration.[114] The NWS issues High Wind Advisories when there are sustained winds of 25 to 39 mph and/or gusts to 57 mph. Figure 47 shows the wind zones in the United States. The wind zones are based on the maximum wind speeds that can occur from a tornado or hurricane event. The planning area is located in Zone III which has maximum winds of 200 mph equivalent to an EF4/5 tornado.

Figure 47: Wind Zones in the U.S.



Source: FEMA, 2016

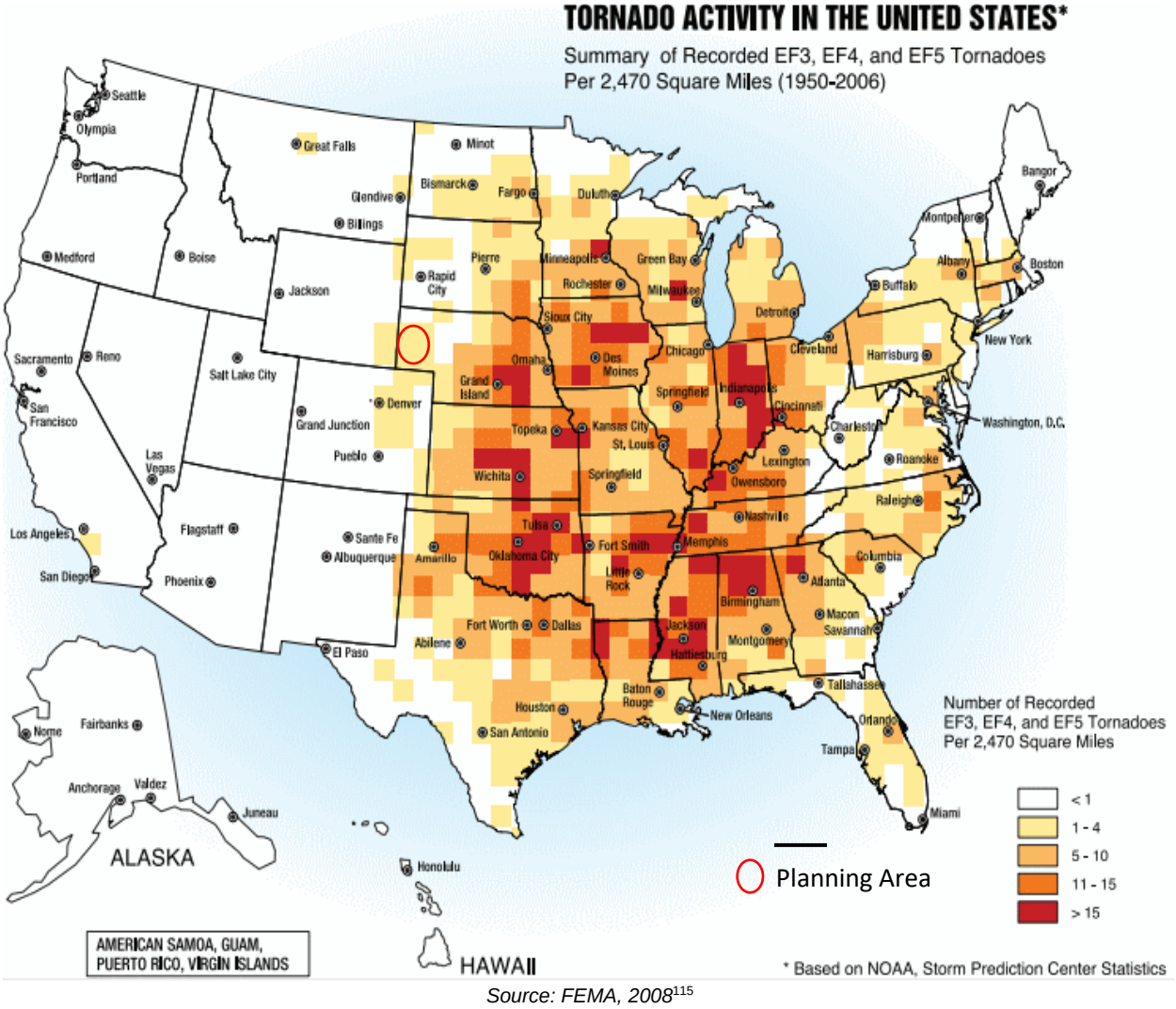
High winds are a critical component of tornado formation. A tornado is typically associated with a supercell thunderstorm. For a rotation to be classified as a tornado, three characteristics must be met:

[114] National Weather Service. 2017. "Glossary." http://w1.weather.gov/glossary/index.php?letter=h.

- There must be a microscale rotating area of wind, ranging in size from a few feet to a few miles wide;
- The rotating wind, or vortex, must be attached to a convective cloud base and must be in contact with the ground; and,
- The spinning vortex of air must have caused enough damage to be classified by the Fujita Scale as a tornado.

Once tornadoes are formed, they can be extremely violent and destructive. They have been recorded all over the world but are most prevalent in the American Midwest and South, in an area known as "Tornado Alley." Approximately 1,250 tornadoes are reported annually in the contiguous United States. Tornadoes can travel distances over 100 miles and reach over 11 miles above ground. Tornadoes usually stay on the ground no more than 20 minutes. Nationally, the tornado season typically occurs between April and July. On average, 80% of tornadoes occur between noon and midnight. In Nebraska, 77% of all tornadoes occur in the months of May, June, and July.

Figure 48: Tornado Activity in the United States



Source: FEMA, 2008[115]

[115] Federal Emergency Management Agency. August 2008. "Taking Shelter From the Storm: Building a Safe Room for Your Home or Small Business, 3rd edition."

Nebraska is ranked fifth in the nation for tornado frequency with an annual average of 57 tornadoes between 1991 to 2010.[116] The following figure shows the tornado activity in the United States as a summary of recorded EF3, EF4, and EF5 tornadoes per 2,470 square miles from 1950 through 2006.

Location

High winds commonly occur throughout the planning area. Tornadoes can occur anywhere in the planning area. The impacts would likely be greater in more densely populated areas. The following map shows the historical track locations across the region from 1950 to 2017 according to the Midwestern Regional Climate Center.

The Beaufort Wind Scale can be used to classify wind strength, while the magnitude of tornadoes is measured by the Enhanced Fujita Scale. Table 88 outlines the Beaufort scale, provides wind speed ranking, range of wind speeds per ranking, and a brief description of conditions for each ranking.

Table 88: Beaufort Wind Ranking

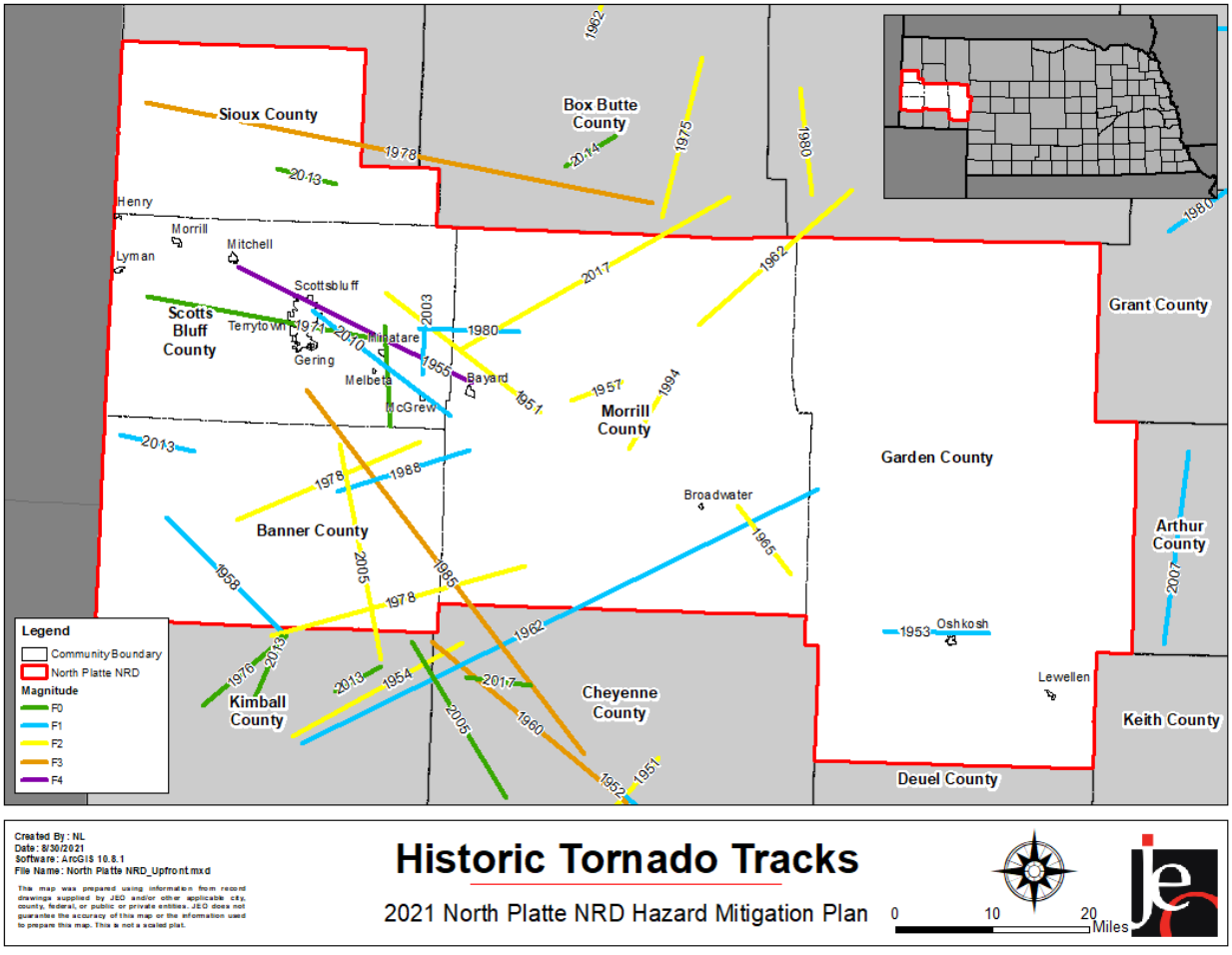
BEAUFORT WIND FORCE RANKING	RANGE OF WIND	CONDITIONS
0	<1 mph	Smoke rises vertically
1	1 – 3 mph	Direction shown by smoke but not wind vanes
2	4 – 7 mph	Wind felt on face; leaves rustle; wind vanes move
3	8 – 12 mph	Leaves and small twigs in constant motion
4	13 – 18 mph	Raises dust and loose paper; small branches move
5	19 – 24 mph	Small trees in leaf begin to move
6	25 – 31 mph	Large branches in motion; umbrellas used with difficulty
7	32 – 38 mph	Whole trees in motion; inconvenience felt when walking against the wind
8	39 – 46 mph	Breaks twigs off tree; generally, impedes progress
9	47 – 54 mph	Slight structural damage; chimneypots and slates removed
10	55 – 63 mph	Trees uprooted; considerable structural damages; improperly or mobiles homes with no anchors turned over
11	64 – 72 mph	Widespread damages; very rarely experienced
12 - 17	72 - > 200 mph	Hurricane; devastation

Source: Storm Prediction Center, 2017[117]

[116] National Centers for Environmental Information. 2013. "U.S. Tornado Climatology." https://www.ncdc.noaa.gov/climate-information/extreme-events/us-tornado-climatology.

[117] Storm Prediction Center: National Oceanic and Atmospheric Administration. 1805. "Beaufort Wind Scale." http://www.spc.noaa.gov/faq/tornado/beaufort.html.

Figure 49: Historic Tornado Tracks



Extent

The Enhanced Fujita Scale replaced the Fujita Scale in 2007. The Enhanced Fujita Scale does not measure tornadoes by their size or width, but rather the amount of damage caused to human-built structures and trees after the event. The official rating category provides a common benchmark that allows comparisons to be made between different tornadoes. The enhanced scale classifies EF0-EF5 damage as determined by engineers and meteorologists across 28 different types of damage indicators, including different types of building and tree damage. To establish a rating, engineers and meteorologists examine the damage, analyze the ground-swirl patterns, review damage imagery, collect media reports, and sometimes utilize photogrammetry and videogrammetry. Based on the most severe damage to any well-built frame house, or any comparable damage as determined by an engineer, an EF-Scale number is assigned to the tornado. The following tables summarize the Enhanced Fujita Scale and damage indicators. According to a recent report from the National Institute of Science and Technology on the Joplin Tornado, tornadoes rated EF3 or lower account for around 96 percent of all tornado damages.[118]

[118] Kuligowski, E.D., Lombardo, F.T., Phan, L.T., Levitan, M.L., & Jorgensen, D.P. March 2014. "Final Report National Institute of Standards and Technology (NIST) Technical Investigation of the May 22, 2011, Tornado in Joplin, Missouri."

Table 89: Enhanced Fujita Scale

Storm Category	3 Second Gust (mph)	Damage Level	Damage Description
EF0	65-85 mph	Gale	Some damages to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
EF1	86-110 mph	Weak	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages might be destroyed.
EF2	111-135 mph	Strong	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
EF3	136-165 mph	Severe	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
EF4	166-200 mph	Devastating	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
EF5	200+ mph	Incredible	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.
EF NO RATING	--	Inconceivable	Should a tornado with the maximum wind speed in excess of F5 occur, the extent and types of damage may not be conceived. A number of missiles such as iceboxes, water heaters, storage tanks, automobiles, etc. will create serious secondary damage on structures.

Source: NOAA; FEMA

Table 90: Enhanced Fujita Scale Damage Indicator

Number	Damage Indicator	Number	Damage Indicator
1	Small barns, farm outbuildings	15	School - 1-story elementary (interior or exterior halls)
2	One- or two-family residences	16	School - Junior or Senior high school
3	Single-wide mobile home (MHSW)	17	Low-rise (1-4 story) bldg.
4	Double-wide mobile home	18	Mid-rise (5-20 story) bldg.
5	Apartment, condo, townhouse (3 stories or less)	19	High-rise (over 20 stories)
6	Motel	20	Institutional bldg. (hospital, govt. or university)
7	Masonry apartment or motel	21	Metal building system
8	Small retail bldg. (fast food)	22	Service station canopy
9	Small professional (doctor office, branch bank)	23	Warehouse (tilt-up walls or heavy timber)
10	Strip mall	24	Transmission line tower
11	Large shopping mall	25	Free-standing tower
12	Large, isolated ("big box") retail bldg.	26	Free standing pole (light, flag, luminary)

13	Automobile showroom	27	Tree - hardwood
14	Automotive service building	28	Tree - softwood

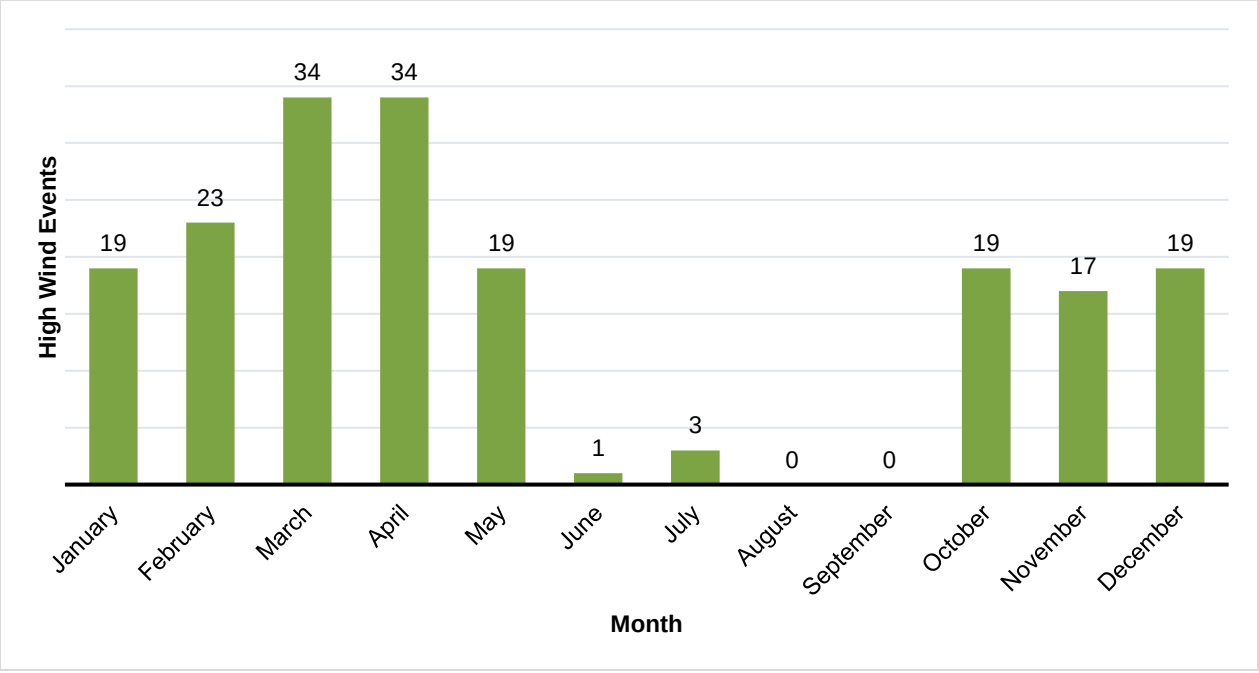
Source: NOAA; FEMA

Based on historic record, it is most likely that tornadoes within the planning area will be of EF0 strength. Of the 70 reported tornado events, 13 were EF1, and four were EF2.

Historical Occurrences

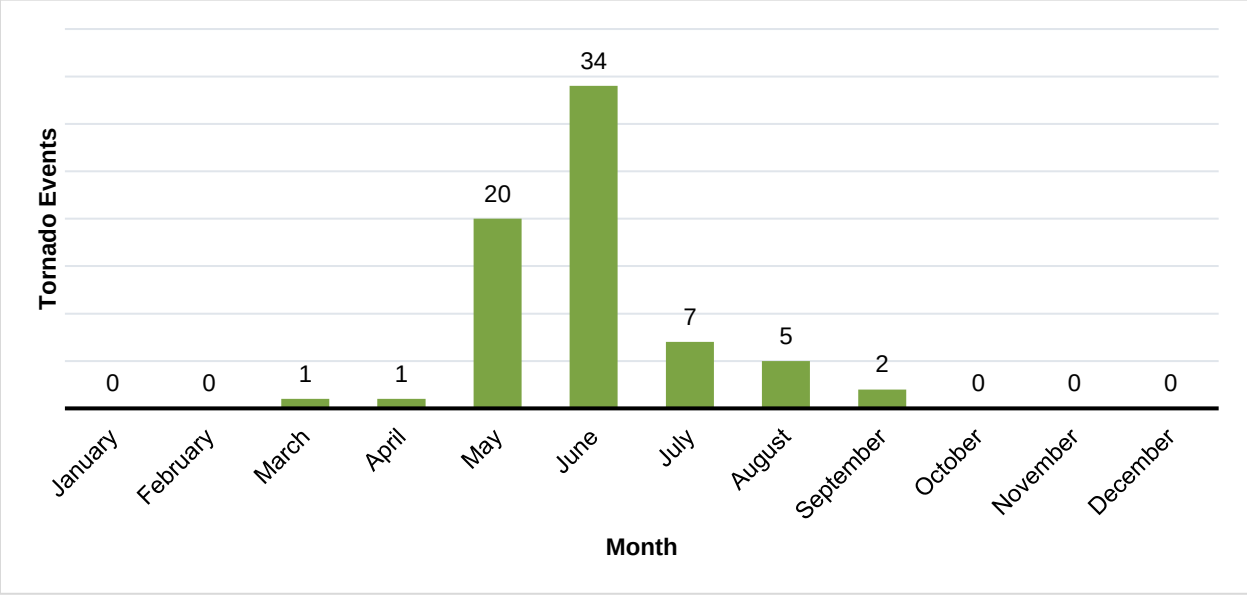
Due to the regional scale of high winds, the NCEI reports events as they occur in each county. While a single event can affect two or more counties at a time, the NCEI reports them as separate events. There were 188 high wind events that occurred between January 1996 and September 2020 and 70 tornadic events ranging from a magnitude of EF0 to EF2. These events were responsible for $3,797,500 in property damages. As seen in Figure 50, most high wind events occur in the spring and winter months. The most damaging tornadoes occurred in Morrill County (2017: $2,500,000) and (2008: $300,000). The events identified by the NCEI are listed in *Section Seven: Community Profiles* for each county. The following figures show that March and April have the most high wind events and the month of June has the highest number of tornadoes in the planning area.

Figure 50: High Wind Events by Month



Source: NCEI, 1996-September 2020

Figure 51: Tornadoes by Month in the Planning Area



Source: NCEI, 1996-September 2020

Average Annual Damages

The average damage per event estimate was determined based upon NCEI Storm Events Database since 1996 and number of historical occurrences. This does not include losses from displacement, functional downtime, economic loss, injury, or loss of life. It is estimated that high wind events caused an average of $3,140 per year in property damage, and an average of $1,030,833 per year in crop damage for the planning area. Tornadoes cause an average of $148,760 per year in property damage and $474 per year in crop damage.

Table 91: High Wind Loss Estimate

Hazard Type	Number of Events[1]	Average Events Per Year	Total Property Loss[1]	Average Annual Property Loss[1]	Total Crop Loss[2]	Average Annual Crop Loss[2]
High Winds	188	7.5	$78,500	$3,140	$20,616,654	$1,030,833
Tornadoes	70	2.8	$3,719,000	$148,760	$9,475	$474

Source: 1 Indicates data is from NCEI (1996 to September 2020); 2 Indicates data is from USDA RMA (2000 to 2020)

Probability

Based on historical records and reported events, it is likely that high winds and tornadic events will occur within the planning area annually. For the 25 years examined, 16 had a reported tornado event and 21 had high wind events, making the annual probability of tornadoes 64% and high winds 84%.

Regional Vulnerabilities

The following table provides information related to regional vulnerabilities; for jurisdictional-specific vulnerabilities, refer to *Section Seven: Community Profiles*.

Table 92: Regional High Wind and Tornado Vulnerabilities

SECTOR	VULNERABILITY
PEOPLE	-Vulnerable populations include those living in mobile homes (especially if they are not anchored properly), nursing homes, and/or schools -People outdoors during events -Citizens without access to shelter below ground or in safe rooms -Elderly with decreased mobility or poor hearing may be higher risk -Lack of multiple ways of receiving weather warnings, especially at night
ECONOMIC	-Agricultural losses to both crops and livestock -Damages to businesses and prolonged power outages can cause significant impacts to the local economy, especially with EF3 tornadoes or greater
BUILT ENVIRONMENT	-All building stock is at risk of significant damages
INFRASTRUCTURE	-Downed power lines and power outages -All above ground infrastructure at risk to damages -Impassable roads due to debris blocking roadways
CRITICAL FACILITIES	-All critical facilities are at risk to damages and power outages
CLIMATE	-Changes in seasonal precipitation and temperature normals can increase frequency and magnitude of severe storm events

SECTION FIVE: MITIGATION STRATEGY

Introduction

The primary focus of the mitigation strategy is to identify action items to reduce the effects of hazards on existing infrastructure and property based on the established goals and objectives. These actions should consider the most cost effective and technically feasible manner to address risk.

The establishment of goals and objectives took place during the kick-off meeting with the Hazard Mitigation Planning Team. Meeting participants reviewed the goals from the 2016 HMP and discussed recommended additions and modifications. The intent of each goal and set of objectives is to develop strategies to account for risks associated with hazards and identify ways to reduce or eliminate those risks.

The Hazard Mitigation Planning Team voted to maintain the same list of goals from the 2015 HMP. These goals and objectives were then shared with all planning team members at the Round 1 public meetings.

Requirement §201.6(c)(3)(i): [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Requirement §201.6(c)(3)(ii): [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Requirement: §201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction's participation in the National Flood Insurance Program, and continued compliance with NFIP requirements, as appropriate.

Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Requirement §201.6(c)(3)(iv): For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

Summary of Changes

The development of the mitigation strategy for this plan update includes the addition of new mitigation actions, updated status or removal of past mitigation actions, and revisions to the mitigation action selection process or descriptions of mitigation actions for consistency across the planning area.

Goals

Below is the final list of goals as determined for this plan update. These goals provide direction to guide participants in reducing future hazard related losses.

Goal 1: Protect Health and Safety of Residents

Goal 2: Reduce Future Losses from Hazard Events

Goal 3: Increase Public Awareness and Education on the Vulnerability to Hazards

Goal 4: Improve Emergency Management Capabilities

Goal 5: Pursue Multi-Objective Opportunities (whenever possible)

Goal 6: Enhance Overall Resilience and Promote Sustainability

Selected Mitigation Actions

After establishing the goals, local planning teams evaluated and prioritized mitigation actions. These actions included: the mitigation actions identified per jurisdiction in the previous plan; additional mitigation actions discussed during the planning process; and recommendations from JEO for additional mitigation actions based on identified needs

The Hazard Mitigation Planning Team provided each participant a link to the FEMA Handbook as a list of mitigation actions to be used as a starting point. Participants were also encouraged to think of actions that may need FEMA grant assistance and to review their hazard prioritization for potential mitigation actions. These suggestions helped participants determine which actions would best assist their respective jurisdiction in alleviating damages in the event of a disaster. The listed priority rating does not indicate which actions will be implemented first but serves as a guide in determining the order in which each action should be implemented. Participants were informed of the STAPLEE (Social, Technical, Administrative, Political, Legal, Economic, Environmental) feasibility review process and were encouraged to use it when determining priorities.

These projects are the core of a hazard mitigation plan. The local planning teams were instructed that each action must directly relate to the goals of the plan and the hazards of top concern for their jurisdiction. Actions must be specific activities that are concise and can be implemented individually. Mitigation actions were evaluated based on referencing the community's risk assessment and capability assessment. Jurisdictions were encouraged to choose mitigation actions that were realistic and relevant to the concerns identified.

A final list of alternatives was established including the following information: description of action; which hazard(s) the action mitigates; responsible party; priority; cost estimate; potential local funding sources; and estimated timeline. This information was established through input from participants and determination by the Hazard Mitigation Planning Team.

It is important to note that not all the mitigation actions identified by a jurisdiction may ultimately be implemented due to limited capabilities, prohibitive costs, low benefit-cost ratio, or other concerns. These factors may not be identified during this planning process. The cost estimates, priority rating, potential funding, and identified agencies are used to give communities an idea of what actions may be most feasible over the next five years. This information will serve as a guide for the participants to assist in hazard mitigation for the future. Additionally, some jurisdictions may identify and pursue additional mitigation actions not identified in this HMP.

Participant Mitigation Actions

Mitigation actions identified by participants of the North Platte NRD HMP are found in the Mitigation Actions Project Matrix below. Additional information about selected actions can be found in respective *Section Seven: Community Profiles.* Each action includes the following information in the respective community profile.

- Mitigation Action: General title of the action item.
- Description: Brief summary of what the action item(s) will accomplish.
- Hazard(s) Addressed: Which hazard the mitigation action aims to address.
- Estimated Cost: General cost estimate for implementing the mitigation action for the appropriate jurisdiction.
- Funding: A list of any potential local funding mechanisms to fund the action.
- Timeline: General timeline as established by planning participants.
- Priority: General description of the importance and workability in which an action may be implemented (high/medium/low); priority may vary between each community, mostly dependent on funding capabilities and the size of the local tax base.
- Lead agency: Listing of agencies or departments which may lead or oversee the implementation of the action item.
- Status: A description of what has been done, if anything, to implement the action item.

Implementation of the actions will vary between individual plan participants based upon the availability of existing information; funding opportunities and limitations; and administrative capabilities of communities. Establishing a cost-benefit analysis is beyond the scope of this plan and could potentially be completed prior to submittal of a project grant application or as part of a five-year update. Completed, removed, and ongoing or new mitigation actions for each participating jurisdiction can be found in *Section Seven: Community Profiles.*

Mitigation Actions Project Matrix

During public meetings, each participant was asked to review mitigation projects listed in the 2016 HMP and identify new potential mitigation actions, if needed, to reduce the effects of hazards. Selected projects varied per jurisdiction depending upon the significance of each hazard present. The information listed in the following tables is a compilation of new and ongoing mitigation actions identified by jurisdiction. Completed and removed mitigation actions can be found in respective community profiles.

Table 93: Mitigation Actions Selected by Each Jurisdiction (1 of 3)

Mitigation Actions	Goal	North Platte NRD	Region 21 EMA	Region 22 EMA	Banner County	Banner County Schools	Garden County	Village of Lewellen	City of Oshkosh	Lewellen Fire District	Morrill County	City of Bayard	City of Bridgeport	Village of Broadwater	Bayard School District	Bridgeport Fire District	Bridgeport Public Schools	Broadwater Fire District
Abandoned Property Cleanup	1.1, 2.1													X				
Alert/Warning Sirens	1.1, 4.3, 5.2		X	X				X				X						
Backup and Emergency Generators	1.1	X	X	X	X	X	X	X		X		X	X	X	X	X	X	
Bank Stabilization	2.1																	
Channel and Bridge Improvements	2.1										X							
Civil Service Improvements	1.1, 2.1					X					X					X		
Clean Culverts/ Deepen Drainage Ditches	2.1										X							
Comprehensive City Disaster/Emergency Response Plan	1.1, 4.1		X											X				
Continuity Planning	2.4, 6.1		X															
Dam Maintenance/ Improvements	2.1, 2.4																	
Drainage Study/Stormwater Master Plan	2.2										X	X		X				

Mitigation Actions	Goal	North Platte NRD	Region 21 EMA	Region 22 EMA	Banner County	Banner County Schools	Garden County	Village of Lewellen	City of Oshkosh	Lewellen Fire District	Morrill County	City of Bayard	City of Bridgeport	Village of Broadwater	Bayard School District	Bridgeport Fire District	Bridgeport Public Schools	Broadwater Fire District
Drought Response Regulations/ Protocols	2.3, 2.4																	
Electrical System Looped Distribution/ Redundancies	2.1, 2.4											X	X					
Emergency Communication	3.1, 4.3		X				X			X	X			X				
Emergency Fuel Supply Plan	2.2, 5.1										X							
Emergency Management Exercise	4.1, 4.2, 5.2	X	X		X						X							X
Emergency Operations	4.1																	
Emergency Water Supply	1.1, 2.1, 5.2				X													
Evacuation Plan	2.2, 4.2													X	X			
Facilities for Vulnerable Populations	2.1																	
Facility Flood Proofing	1.1, 2.1, 5.2																	
Firewise Community														X				

Mitigation Actions	Goal	North Platte NRD	Region 21 EMA	Region 22 EMA	Banner County	Banner County Schools	Garden County	Village of Lewellen	City of Oshkosh	Lewellen Fire District	Morrill County	City of Bayard	City of Bridgeport	Village of Broadwater	Bayard School District	Bridgeport Fire District	Bridgeport Public Schools	Broadwater Fire District
First Aid Training	1.1, 5.1										X							
Flood Assistance Strategies	2.2, 4.1										X							
Floodplain Management	1.1, 2.1, 2.3	X						X	X									
Floodplain Regulations Update	2.1, 2.3							X			X	X	X	X				
Flood Prone Property Acquisition	2.1, 2.4			X										X				
Grade Control Structures	2.1										X							
Identify and Organize Flood Related Projects	2.2										X							
Impact Resistant Roof Coverings	2.1, 2.2, 2.4										X						X	
Impact Resistant Windows	2.1, 2.2, 2.4														X			
Improve/Bury Electrical Lines	2.1												X					
Improve/Bury Water Distribution Lines	2.1																	
Improve Warning Systems	1.1, 5.1, 5.2	X		X														

Mitigation Actions	Goal	North Platte NRD	Region 21 EMA	Region 22 EMA	Banner County	Banner County Schools	Garden County	Village of Lewellen	City of Oshkosh	Lewellen Fire District	Morrill County	City of Bayard	City of Bridgeport	Village of Broadwater	Bayard School District	Bridgeport Fire District	Bridgeport Public Schools	Broadwater Fire District
Infrastructure Assessment Study	2.1, 2.2, 2.4										X							
Infrastructure Hardening	2.1, 2.4																	
Land Use Regulations	2.3										X							
Levee/Floodwall Improvements	2.1, 2.4			X									X					
Lightning Rods/Static Detectors	1.1, 2.1, 5.2														X			
Mutual Aid	4.1	X																
New Municipal Well	1.1								X									
Participate in the CRS	2.2, 5.1																	
Participate in the NFIP	2.2, 5.1													X				
Public Awareness/Education	1.1, 3.1, 3.2, 5.2	X	X	X	X		X				X	X	X	X				
Purchase Snowplow	1.1, 2.1, 4.3, 5.2				X		X								X			
Reduce Fire Damage	1.1, 2.1, 5.2	X																

Mitigation Actions	Goal	North Platte NRD	Region 21 EMA	Region 22 EMA	Banner County	Banner County Schools	Garden County	Village of Lewellen	City of Oshkosh	Lewellen Fire District	Morrill County	City of Bayard	City of Bridgeport	Village of Broadwater	Bayard School District	Bridgeport Fire District	Bridgeport Public Schools	Broadwater Fire District
Reduce Flow Restrictions	2.1										X							
Remove Hazardous Trees	1.1, 2.1, 5.2			X		X					X							
Shelter in Place Training	1.1, 2.2, 3.1														X			
Short Term Residency Shelters	2.1, 4.2										X							
Stabilize/Anchor Fuel Tanks	2.1				X							X						
Storm Shelters / Safe Rooms	1.1		X	X	X		X	X	X			X	X		X			
Stormwater Management Committee	2.2, 2.3, 5.1, 5.2										X							
Stormwater System and Drainage Improvements	2.1, 2.4	X		X	X			X			X	X	X	X				
Stream Bank / Grade Structure Improvements	2.1	X		X	X													
Surge Protectors	2.1										X							
Tree City USA	2.1																	
Vehicular Barriers	2.1, 2.4														X			
Water Quality Study	1.1, 2.2	X																

Mitigation Actions	Goal	North Platte NRD	Region 21 EMA	Region 22 EMA	Banner County	Banner County Schools	Garden County	Village of Lewellen	City of Oshkosh	Lewellen Fire District	Morrill County	City of Bayard	City of Bridgeport	Village of Broadwater	Bayard School District	Bridgeport Fire District	Bridgeport Public Schools	Broadwater Fire District
Weather Radios	3.1, 4.3		X	X		X					X	X	X	X				
Windbreak Improvements	1.1, 2.1, 5.2	X																

Table 94: Mitigation Actions Selected by Each Jurisdiction (2 of 3)

Mitigation Actions	Goal	Scotts Bluff County	City of Gering	Village of Henry	Village of Lyman	Village of McGrew	Village of Melbeta	City of Minatare	City of Mitchell	City of Morrill	City of Scottsbluff	City of Terrytown	Gering Public Schools	Minatare Public Schools	Minatare/Melbeta Fire District	Mitchell Public Schools	Scottsbluff Public Schools
Abandoned Property Cleanup	1.1, 2.1																
Alert/Warning Sirens	1.1, 4.3, 5.2	X				X	X				X					X	
Backup and Emergency Generators	1.1	X	X			X	X	X				X			X	X	X
Bank Stabilization	2.1																
Channel and Bridge Improvements	2.1	X															
Civil Service Improvements	1.1, 2.1	X			X		X										

Mitigation Actions	Goal	Scotts Bluff County	City of Gering	Village of Henry	Village of Lyman	Village of McGrew	Village of Melbeta	City of Minatare	City of Mitchell	City of Morrill	City of Scottsbluff	City of Terrytown	Gering Public Schools	Minatare Public Schools	Minatare/Melbeta Fire District	Mitchell Public Schools	Scottsbluff Public Schools
Clean Culverts/ Deepen Drainage Ditches	2.1										X						
Comprehensive City Disaster/Emergency Response Plan	1.1, 4.1																
Continuity Planning	2.4, 6.1													X			
Dam Maintenance/ Improvements	2.1, 2.4		X														
Drainage Study/Stormwater Master Plan	2.2	X	X			X				X	X	X					
Drought Response Regulations/ Protocols	2.3, 2.4										X						
Electrical System Looped Distribution/ Redundancies	2.1, 2.4									X							
Emergency Communication	3.1, 4.3										X			X	X		
Emergency Fuel Supply Plan	2.2, 5.1																
Emergency Management Exercise	4.1, 4.2, 5.2	X							X				X	X			
Emergency Operations	4.1																
Emergency Water Supply	1.1, 2.1, 5.2																
Evacuation Plan	2.2, 4.2																

Mitigation Actions	Goal	Scotts Bluff County	City of Gering	Village of Henry	Village of Lyman	Village of McGrew	Village of Melbeta	City of Minatare	City of Mitchell	City of Morrill	City of Scottsbluff	City of Terrytown	Gering Public Schools	Minatare Public Schools	Minatare/Melbeta Fire District	Mitchell Public Schools	Scottsbluff Public Schools
Facilities for Vulnerable Populations	2.1, 2.2, 2.4				X									X			
Facility Flood Proofing	1.1, 2.1, 5.2										X						
Firewise Community																	
First Aid Training	1.1, 5.1								X					X			X
Flood Assistance Strategies	2.2, 4.1																
Floodplain Management	1.1, 2.1, 2.3		X								X						
Floodplain Regulations Update	2.1, 2.3																
Flood Prone Property Acquisition	2.1, 2.4		X								X	X					
Grade Control Structures	2.1																
Identify and Organize Flood Related Projects	2.2										X						
Impact Resistant Roof Coverings	2.1, 2.2, 2.4				X									X			X
Impact Resistant Windows	2.1, 2.2, 2.4																
Improve/Bury Water Distribution Lines	2.1		X														
Improve/Bury Electrical Lines	2.1		X														X
Improve Warning Systems	1.1, 5.1, 5.2									X				X			

Mitigation Actions	Goal	Scotts Bluff County	City of Gering	Village of Henry	Village of Lyman	Village of McGrew	Village of Melbeta	City of Minatare	City of Mitchell	City of Morrill	City of Scottsbluff	City of Terrytown	Gering Public Schools	Minatare Public Schools	Minatare/Melbeta Fire District	Mitchell Public Schools	Scottsbluff Public Schools
Infrastructure Assessment Study	2.1, 2.2, 2.4																
Infrastructure Hardening	2.1, 2.4								X							X	
Land Use Regulations	2.3										X						
Levee/Floodwall Improvements	2.1, 2.4											X					
Lightning Rods/Static Detectors	1.1, 2.1, 5.2																
Mutual Aid	4.1																
New Municipal Well	1.1																
Participate in CRS	2.2, 2.3, 5.1, 5.2										X						
Participate in the NFIP	2.2, 2.3, 5.1, 5.2					X											
Public Awareness/Education	1.1, 3.1, 3.2, 5.2	X	X	X		X		X	X	X	X	X		X	X	X	
Purchase Snowplow	1.1, 2.1, 4.3, 5.2																
Reduce Fire Damage	1.1, 2.1, 5.2																
Reduce Flow Restrictions	2.1																
Remove Hazardous Trees	1.1, 2.1, 5.2		X		X												
Shelter in Place Training	1.1, 2.2, 3.1													X			
Short Term Residency Shelters	2.1, 4.2																

Mitigation Actions	Goal	Scotts Bluff County	City of Gering	Village of Henry	Village of Lyman	Village of McGrew	Village of Melbeta	City of Minatare	City of Mitchell	City of Morrill	City of Scottsbluff	City of Terrytown	Gering Public Schools	Minatare Public Schools	Minatare/Melbeta Fire District	Mitchell Public Schools	Scottsbluff Public Schools
Stabilize/Anchor Fuel Tanks	2.1	X	X								X	X					
Storm Shelters / Safe Rooms	1.1	X	X		X	X	X				X	X		X		X	X
Stormwater Management Committee	2.2, 2.3, 5.1, 5.2																
Stormwater System and Drainage Improvements	2.1, 2.4	X	X		X	X			X	X	X	X					
Stream Bank / Grade Structure Improvements	2.1	X	X		X	X						X					
Surge Protectors	2.1																
Tree City USA	2.1, 2.4				X	X						X					
Vehicular Barriers	2.1, 2.4	X															
Water Quality Study	1.1, 2.2																
Weather Radios	3.1, 4.3		X		X	X								X			
Windbreak Improvements	1.1, 2.1, 5.2																

Table 95: Mitigation Actions Selected by Each Jurisdiction (3 of 3)

Mitigation Actions	Goal	Panhandle Public Health District	Western Nebraska Regional Airport	Western Nebraska Community College	Alliance Irrigation District	Bridgeport Irrigation District	Castle Rock Irrigation District	Enterprise Irrigation District	Farmers Irrigation District	Gering-Fort Laramie Irrigation District	Hooper Irrigation District	Lisco Irrigation District	Midland-Overland Canal Company	Minatare Mutual Canal and Irrigation Company	Mitchell Irrigation District	Northport Irrigation District	Pathfinder Irrigation District
Alert/Warning Sirens	1.1, 4.3, 5.2			X													
Backup and Emergency Generators	1.1			X													
Bank Stabilization	2.1					X											
Canal Maintenance	2.1									X					X		
Civil Service Improvements	1.1, 2.1			X													
Continuity Planning	2.4, 6.1			X													
Drainage Study/Stormwater Master Plan	2.2			X													X
Drought Management Plan	2.2																X
Electrical System Looped Distribution/ Redundancies	2.1, 2.4			X													
Emergency Communication	3.1, 4.3			X													
Emergency Management Exercise	4.1, 4.2, 5.2			X													X
Emergency Operations	4.1			X													

Mitigation Actions	Goal	Panhandle Public Health District	Western Nebraska Regional Airport	Western Nebraska Community College	Alliance Irrigation District	Bridgeport Irrigation District	Castle Rock Irrigation District	Enterprise Irrigation District	Farmers Irrigation District	Gering-Fort Laramie Irrigation District	Hooper Irrigation District	Lisco Irrigation District	Midland-Overland Canal Company	Minatare Mutual Canal and Irrigation Company	Mitchell Irrigation District	Northport Irrigation District	Pathfinder Irrigation District
Emergency Spillway	2.1, 2.4								X								
First Aid Training	1.1, 5.1			X													
Headgate	2.1, 2.4				X								X				
Identify and Organize Flood Related Projects	2.2																X
Impact Resistant Roof Coverings	2.1, 2.4		X	X													
Install Underground Pipes	2.1, 2.4							X		X	X					X	
Rehabilitate Siphons	2.1									X							
Remote Gate Controls	2.1																X
Remove Hazardous Trees	1.1, 2.1, 5.2			X													
Repair/Replace Diversion Dam	2.1, 2.4						X	X				X		X	X		
Public Awareness/ Education	1.1, 3.1, 5.2	X		X													
Shelter in Place Training	2.2, 3.1			X													

Mitigation Actions	Goal	Panhandle Public Health District	Western Nebraska Regional Airport	Western Nebraska Community College	Alliance Irrigation District	Bridgeport Irrigation District	Castle Rock Irrigation District	Enterprise Irrigation District	Farmers Irrigation District	Gering-Fort Laramie Irrigation District	Hooper Irrigation District	Lisco Irrigation District	Midland-Overland Canal Company	Minatare Mutual Canal and Irrigation Company	Mitchell Irrigation District	Northport Irrigation District	Pathfinder Irrigation District
Storm Shelters / Safe Rooms	1.1		X	X													
Vehicular Barriers	2.1			X													
Water Conservation Plan/ Best Practices	2.2, 2.4																X

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SECTION SIX: PLAN IMPLEMENTATION AND MAINTENANCE

Monitoring, Evaluating, and Updating the Plan

Each participating jurisdiction in the North Platte NRD HMP is responsible for monitoring (annually at a minimum), evaluating, and updating the plan during its five-year lifespan. Hazard mitigation projects will be prioritized by each participant's governing body with support and suggestions from the public and business owners. Unless otherwise specified by each participant's local planning team, the governing body will be responsible for implementing the recommended projects. The responsible party for the various implementation actions will report on the status of all projects and include which implementation processes worked well, any difficulties encountered, how coordination efforts are proceeding, and which strategies could be revised.

As projects or mitigation actions are implemented, a detailed timeline of how that project was completed should be written and attached to the plan in a format selected by the governing body. Information that will be included will address project timelines, agencies involved, area(s) benefited, total cost (if complete), etc. At the discretion of each governing body, local planning team members, and other identified relevant stakeholders should review the original draft of the mitigation plan and recommend applicable changes.

Plan review and updates will occur every five years at the minimum. At the discretion of each governing body, updates may be incorporated more frequently, especially in the event of a major hazard or as additional mitigation needs are identified. Local planning team members should engage with the public, other elected officials, and multiple departments as they review and update the plan. The persons overseeing the evaluation process will review the goals and objectives of the previous plan and evaluate them to determine whether they are still pertinent and current. Among other questions, they may want to consider the following:

- Do the goals and objectives address current and expected conditions?
- If any of the recommended projects have been completed, did they have the desired impact on the goal for which they were identified? If not, what was the reason it was not successful (lack of funds/resources, lack of political/popular support, underestimation of the amount of time needed, etc.)?
- Have either the nature, magnitude, and/or type of risks changed?
- Are there implementation problems?

Requirement §201.6(c)(4)(i): [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

Requirement §201.6(c)(4)(ii): [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

Requirement §201.6(c)(4)(iii): [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.

- Are current resources appropriate to implement the plan?
- Were the outcomes as expected?
- Did the plan partners participate as originally planned?
- Are there other agencies which should be included in the revision process?

Worksheets in *Appendix C* may also be used to assist with plan review and updates.

In addition, the governing body will be responsible for ensuring that the HMP's goals are incorporated into applicable revisions of other planning mechanisms per jurisdiction. These plans may include: Comprehensive Plan, Capital Improvement Plans, Zoning Ordinances, Floodplain Ordinances, Building Codes, and/or Watershed Management Plans. Future updates of this HMP will review and update discussions of plan integration per community as appropriate.

Continued Public Involvement

To ensure continued plan support and input from the public and business owners, public involvement should remain a top priority for each participating jurisdiction. Notices for public meetings involving discussion of an action on mitigation updates should be published and posted in the following locations:

- Public spaces around the jurisdiction
- City/Village Hall
- Websites
- Social media
- Local radio stations
- Local newspapers
- Regionally distributed newsletters

Any amendments to the HMP as determined through public involvement or community actions must be submitted to NEMA for inclusion in the final HMP.

Integrating Other Capabilities

There are a number of state and federal agencies with capabilities that can be leveraged during HMP updates or mitigation action implementation. A description of some regional resources is provided below.

Nebraska Emergency Management Agency

NEMA is an agency that is a part of the Military Department in the State of Nebraska. NEMA is responsible for emergency management, which is usually divided into four phases: preparedness, response, recovery, and mitigation.

NEMA is responsible for developing the state hazard mitigation plan, which serves as a comprehensive set of guidelines for hazard mitigation across the state. The state hazard mitigation officer and other mitigation staff members play an active role in assisting in the development local hazard mitigation plans. Representatives from the state hazard mitigation program serve as technical guides to local planning teams and regularly participate in local mitigation planning meetings. The state hazard mitigation staff also oversees the hazard mitigation assistance programs: HMGP and BRIC; and works with the Governor's taskforce to prioritize projects requesting funding assistance through the HMGP and BRIC.

The main objective in NEMA's preparedness process is to develop plans and procedures to help facilitate any response that may need to occur during a hazard event. NEMA assists communities in the development of county or city/village planning documents; assists with the development of exercises for existing plans and procedures; conducts trainings for community officials, assist emergency management related groups (Citizen Emergency Response Teams, Citizen Corps, Medical Reserve Corps, Fire Corps, and other interest groups); and provide technical resources and expertise throughout the state.

NEMA's role during a response is to assist communities in responding to hazard events *when the need for assistance exceeds the local capabilities and resources*. This includes facilitating and tracking grants, coordinating local needs, providing state and federal level assistance through activation of Emergency Operation Centers, Mass Critical Shelters, Emergency Alert Systems and providing technical, logistical, and administrative resources and expertise before, during, and after incidents. The main purpose of the recovery phase is to perform actions that allow the return of normal living, or better conditions. The secondary role of the recovery phase is grant administration and tracking, project monitoring, damage assessment, collaborating with communities on effective recovery options and opportunities, serving as liaison between federal level entities and local representatives, and serving as a technical resource throughout the recovery process. For more information regarding the plans and NEMA's responsibilities as well as their ongoing projects, please go to http://www.nema.nebraska.gov/.

Nebraska Department of Natural Resources

The NeDNR is committed to providing Nebraska's citizens and leaders with the data and analyses they need to make appropriate natural resource decisions for the benefit of all Nebraskans both now and in the future. This state agency is responsible in the area of surface water, groundwater, floodplain management, dam safety, natural resource planning, integrated water management, storage of natural resources and related data, and administration of state funds.

NeDNR plays a significant role in protecting and conserving water resources through the oversight of surface and groundwater status and integrated water management. The NeDNR is also responsible for a non-structural program of floodplain management, coordination and assistance with the National Flood Insurance Program as well as the FMA grant program, reviewing and approving engineering plans for new dams, rehabilitating old dams, and high hazard dam emergency preparedness plans. NeDNR was active throughout the hazard planning process and provided extensive resources and technical support for hazard risk and vulnerability analysis such as flood and dam failure. NeDNR also works with communities in many capacities including assisting in flood mapping needs and the completion of Benefit Cost Analysis. For more information regarding NeDNR's responsibilities as well as their ongoing projects, please go to http://dnr.nebraska.gov/.

Silver Jackets Program

The Silver Jackets program is also worth mentioning for their extensive role in providing a formal and consistent strategy for an interagency approach to planning and implementing measures to reduce the risks associated with flooding and other natural hazards. It brings together multiple state, federal, and sometimes tribal and local agencies to learn from one another and apply their knowledge to reduce risk. Both NEMA and NeDNR play an active role on the Nebraska Silver Jackets team. At this time the Silver Jackets do not have any projects taking place in the North Platte NRD planning area.

Nebraska Forest Service
The agency's mission statement is "To enrich the lives of all Nebraskans by protecting, restoring, and utilizing Nebraska's tree and forest resources. The state agency provides resources, information, and facilitates research to promote healthy forests.

The NFS achieves these goals through a variety of programs. The Rural Forestry Assistance program aids landowners in need of forest management help. Some of these services include assistance and advice on forest and woodlot management, windbreak establishment and management, reforestation, and other forestry related issues. The forest health program is responsible for maintaining a list of the most prominent pest problems in Nebraska along with the trees affected, control recommendations, and timing. The wildland fire protection program is responsible for protecting wildlands from fire. The state does not have a fire suppression force within the forest service like other states. They rely on local firefighters to handle the suppression of these fires. The agency does provide air support and equipment to the local firefighters if the assistance is needed. The agency also assists Nebraska's communities to be ready for wildfire by helping them prepare Community Wildfire Protection Plans. CWPPs gather local resources to enhance wildfire mitigation and preparedness. The plans identify steps for communities to take to help reduce the risk of damage from wildfires. For more information regarding the NFS's responsibilities as well as their ongoing projects, please go to http://nfs.unl.edu/.

Unforeseen Opportunities

If new, innovative mitigation strategies arise that could impact the planning area or elements of this plan, which are determined to be of importance, a plan amendment may be proposed and considered separate from the annual review and other proposed plan amendments. North Platte NRD, as the plan sponsor, provides an opportunity for jurisdictions to compile proposed amendments annually and send them to NEMA, and subsequently to FEMA, for a plan amendment. Such amendments should include all applicable information for each proposal including description of changes, identified funding, responsible agencies, etc.

Incorporation into Existing Planning Mechanisms

The Regional Planning Team utilized a variety of plan integration tools to help communities determine how their existing planning mechanisms were related to the Hazard Mitigation Plan. Utilizing FEMA's *Integrating the Local Natural Hazard Mitigation Plan into a Community's Comprehensive Plan*[119] guidance, as well as FEMA's *2015 Plan Integration*[120] guide, each jurisdiction engaged in a plan integration discussion. This discussion was facilitated by a Plan Integration Worksheet, created by the Hazard Mitigation Planning Team. This document offered an easy way for participants to notify the Hazard Mitigation Planning Team of existing planning mechanisms, and if they interface with the HMP.

Each jurisdiction referenced all relevant existing planning mechanisms and provided information on how these did or did not address hazards and vulnerability. Summaries of plan integration are found in each participant's *Community Profile*. For jurisdictions that lack existing planning mechanisms, especially smaller villages, the HMP may be used as a guide for future activity and development in the jurisdiction.

119 Federal Emergency Management Agency. November 2013. "FEMA Region X Integrating the Local Natural Hazard Mitigation Plan into a Community's Comprehensive Plan." https://www.fema.gov/media-library-data/1388432170894-6f744a8afa8929171dc62d96da067b9a/FEMA-X-IntegratingLocalMitigation.pdf.

120 Federal Emergency Management Agency. July 2015. "Plan Integration: Linking Local Planning Efforts." https://www.fema.gov/media-library-data/1440522008134-ddb097cc285bf741986b48fdcef31c6e/R3_Plan_Integration_0812_508.pdf.

SECTION SEVEN: COMMUNITY PROFILES

Purpose of Community Profiles

Community Profiles contain information specific to jurisdictions participating in the North Platte NRD planning effort. Community Profiles were developed with the intention of highlighting each jurisdiction's unique characteristics that affect its risk to hazards. Community Profiles may serve as a short reference of identified vulnerabilities and mitigation actions for a jurisdiction as they implement the mitigation plan. Information from individual jurisdictions was collected at public and one-on-one meetings and used to establish the plan. Community Profiles may include the following elements:

- Local Planning Team
- Location and Geography
- Transportation
- Demographics
- Employment and Economics
- Housing
- Future Development Trends
- Parcel Improvements and Valuation
- Community Lifelines
- Governance
- Capability Assessment
- Plan Integration
- Historical Occurrences
- Hazard Prioritization
- Mitigation Strategy

In addition, maps specific to each jurisdiction are included, such as jurisdiction identified critical facilities, flood-prone areas, and a future land use map (when available).

The hazard prioritization information, as provided by individual participants, varies due in large part to the extent of the geographical area, the jurisdiction's designated representatives (who were responsible for completing meeting worksheets), identification of hazards, and occurrence and risk of each hazard type.

The overall risk assessment for the identified hazard types represents the presence and vulnerability to each hazard type throughout the entire planning area. A discussion of certain hazards selected for each Community Profile was prioritized by the local planning team based on the identification of hazards of greatest concern, hazard history, and the jurisdiction's capabilities. The hazards not examined in depth can be found in *Section Four: Risk Assessment*.

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Resolut.4

Council to consider the second reading of the Ordinance amending Chapter 25, Article 2 of the Municipal code to revise the definition of Family in Section 40 for the purpose of zoning.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: October 4, 2021

AGENDA TITLE: Council to consider an Ordinance amending the Chapter 25 definition of Family for zoning.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, MCRP

SUMMARY EXPLANATION: The existing definition of family under 25-2-40 is both outdated and excludes same-sex and single parent households as can be seen in the staff report to the Planning Commission. The new definition corrects this and is based on the definition used by several other Nebraska municipalities.

BOARD/COMMISSION RECOMMENDATION: On 9-13-2021, the City of Scottsbluff Planning Commission made a positive recommendation to the City Council to amend 25-2-40 regarding the definition of “family” to that as seen on the proposed ordinance.

STAFF RECOMMENDATION: Staff recommends the adoption of the amended 25-2-40.

EXHIBITS

Resolution ☐ Ordinance ✓ Contract ☐ Minutes ✓ Plan/Map ☐

Other (specify) Staff Report

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 2, SECTION 40 OF THE SCOTTSBLUFF MUNICIPAL CODE REGARDING THE DEFINITION OF FAMILY, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. Section 25-2-40 of the Scottsbluff Municipal Code is now revised and amended to read as follows:

"25-2-40. Family.

One or more persons living together and sharing common living, sleeping, cooking and eating facilities within an individual dwelling unit, no more than four (4) of whom may be unrelated. The following persons shall be considered related for the purposes of this definition:

(a) Persons related by blood, marriage or adoption;

(b) Persons residing with a family for the purpose of adoption;

(c) Not more than eight persons residing in a foster house licensed and/or approved by the State of Nebraska; and

(d) Person(s) living with a family at the direction of a court."

Section 2. Prior Section 25-2-40 is now repealed.

Section 3. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2021.

_____
Mayor

Attest:

_____
City Clerk (Seal)

Approved as to Form:

_____
City Attorney

City of Scottsbluff, Nebraska

Monday, October 18, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on a request from Scottsbluff-Gering Girls State Golf Championships Host Committee for a sponsorship commitment from the City for the 2021 Class B Girls State Golf Championships held in Scottsbluff/Gering.

Staff Contact: Starr Lehl, Economic Development Director

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting or forwarded to City staff for appropriate action.

Name: Scottsbluff-Gering Girls State Golf Championships Host Committee

Address: P. O. Box 1344, Scottsbluff, NE 699363

Telephone #:

Date of Request: 09/29/2021

Description of Requested Topic: Sponsorship of Class B Girls State Golf Championships

Please see attached information.

NSAA CLASS B
STATE GOLF CHAMPIONSHIP
SCOTTSBLUFF • GERING

Mr. Dustin Rief, City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, Nebraska 69361

September 29, 2021

Dear Dustin and Members of the Scottsbluff City Council:

On October 11 & 12, 2021, Scottsbluff and Gering will welcome the teams, players and coaches who have qualified to compete in the 2021 NSAA Class B Girls State Golf Championships. We're excited to host the second year of the NSAA Championships in our communities with the 2021 rounds to be played at the Scotts Bluff Country Club course.

On behalf of the Girls State Golf Championship Host Committee; we thank you for your sponsorship commitment again this year to host the Class B golfers from across the state. It is thanks to your support and sponsorship of Girls State Golf that we're able to showcase all of the amenities and services we offer in Scottsbluff and Gering; while demonstrating our community-wide collaboration of efforts in hosting this important NSAA event.

Enclosed please find the invoice for your 2021 Sponsorship of the Class B Girls State Golf Championships. Payment may be remitted to our Girls State Golf Fund account at the Oregon Trail Community Foundation. Please feel free to contact us if you have any questions on the invoice for your support.

We will recognize you and all of our Sponsors during the Awards Ceremony on Tuesday afternoon, October 12, 2021 at Scotts Bluff Country Club and we hope you will plan to attend the ceremony. Our committee will get back to you, via email, within the next week on the approximate time of the ceremonies. We've enclosed a copy of our Host Committee ad placed in the NSAA Championship Program thanking our valued sponsors.

Thank you, again for your partnership in hosting the 2021 Girls State Golf Championships.

With appreciation,

Karla

Members of the Girls State Golf Committee

Karla Niedan-Streeks karla@visitgering.com
Brenda Leisy
Robert Thomason
Glen Koski
Jennifer Sibal
Dave Hoxworth dhoxworth@sbps.net
Max Hadenfeldt
Amy Seiler
Shawn Seiler
Justin Shaddick

Scottsbluff-Gering Girls State Golf Championships Host Committee
C/o Oregon Trail Community Foundation
P.O. Box 1344
Scottsbluff, NE 69363

Invoice

Invoice # 2021-10
Date: September 29, 2021

To:

City of Scottsbluff
Attn: Dustin Rief
2525 Circle Drive
Scottsbluff, NE 69361
drief@scottsbluff.org

For:

Sponsorship of the 2021 Class B Girls State Golf Championship to be held in Scottsbluff/Gering. 2021 Championship play to be held at Scotts Bluff Country Club.

DESCRIPTION	HOURS	RATE	AMOUNT
City of Scottsbluff—SPONSORSHIP of the Class B Girls State Golf Championships held in Scottsbluff/Gering			$ 6,000.00
		TOTAL	$ 6,000.00

Make all checks payable to: Girls State Golf Committee/OTCF

Mail Payment to: P.O. Box 1344—Scottsbluff, NE 69363

Thank you for your partnership in hosting the 2021 Class B Girls State Golf Championships!

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PLEASE DETACH THIS PORTION AND REMIT WITH PAYMENT TO:

GIRLS STATE GOLF COMMITTEE/OTCF—P.O. Box 1344—Scottsbluff, NE 69363
2021 Girls State Golf Championship Sponsorship

From: City of Scottsbluff
Invoice #: 2101-10
Amount Enclosed: $6,000.00



Scottsbluff & Gering welcome the 2021 NSAA Class B Girls State Golf Championship at Scotts Bluff Country Club.

Special Thanks to Our Sponsors:

B&C STEEL

GERING VALLEY PLUMBING & HEATING

Selzer Kelley Investments, LLC

Robert and Rossell Kelley

KELLEYBEAN COMPANY

Main Street Market

PIONEERS

H&R BLOCK

IDEAL LINEN & UNIFORM Since 1967

GERING BOOSTER CLUB

Scottsbluff Booster Club

Gering Keno

NEBRASKA'S LANDMARK COUNTRY Scottsbluff · Gering

GERING VISITORS BUREAU

City of SCOTTSBLUFF A Place of Opportunity

VisitGering.com | VisitScottsbluff.com

City of Scottsbluff, Nebraska
Monday, October 18, 2021
Regular Meeting

Item Reports2

Council to discuss and consider action on City of Scottsbluff Façade Improvement Grant.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: October 18, 2021

AGENDA TITLE: Community Façade Grant

SUBMITTED BY DEPARTMENT/ORGANIZATION: City of Scottsbluff Community Redevelopment Authority

PRESENTATION BY: Zachary Glaubius, Planning Administrator/ CRA Secretary

SUMMARY EXPLANATION: The City of Scottsbluff Community Redevelopment Authority approved the following Community Façade Grant at the 10-13-2021 meeting.

615 East Overland Dr. – Amila's Decorations -$5,700 grant
-Applicant intends to install new windows and doors on building, and paint the building.

BOARD/COMMISSION RECOMMENDATION: On October 13, 2021, the CRA approved the three above façade grants and made a positive recommendation to the City Council for approval.

STAFF RECOMMENDATION: Staff recommends approval of the grant.

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) Grant Applications and Site Photos

NOTIFICATION LIST: Yes ☐ No ✓ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

CITY OF SCOTTSBLUFF

CITY OF SCOTTSBLUFF

FAÇADE IMPROVEMENT GRANT PROGRAM

The City of Scottsbluff has allocated $250,000 to be used for grants for façade improvements within areas of the City designated as blighted and substandard (also known as TIF Districts or Community Redevelopment Areas). Grant funds must be used to improve the appearance of a clearly visible portion of the exterior of an eligible property. (Roof replacement/repair, for example would not be an eligible expense.) Program guidelines are below:

1. Grant amounts: Minimum grant amount is $500 per property. Maximum grant amount is $10,000 per property.

2. Required Cash Match: A property owner must match every dollar of grant money with one dollar of the property owner's own funds. All funds (grant funds and the match) must be used for improvements to the exterior of the property which are clearly visible.

Eligible improvements include, but are not limited to:

-Paint (exterior only)	- Siding	- Awnings
-Masonry	-Sidewalk repair	- Exterior Doors
-Signage	-Windows	- Demolition
-Landscaping	- Parking Lot Repairs	

3. Applications must include actual bids or estimates which equal or exceed the grant funds requested and matching funds. Bids or estimates must be from, and work must be completed by, a contractor registered with the City of Scottsbluff. Costs of materials are also eligible for reimbursement if the property owner provides the labor.

4. Costs incurred prior to approval of the grant application will not be reimbursed with grant funds or qualify as matching funds.

5. Applicants must pay for the work and/or materials and submit to the City all receipts for work completed and for materials purchased in order to be reimbursed. All work must be completed and receipts must be submitted to the City for reimbursement by **September 10, 2021.**

6. Applications will be reviewed by City Staff and presented to the City's Community Redevelopment Authority ("CRA"). The CRA plans to hold meetings on the following dates to review applications:

January 13, 2021

February 10, 2021 (subject to continued availability of grant funds)

March 10, 2021 (subject to continued availability of grant funds)

(These meeting dates are subject to change.)

At each meeting, the CRA will review all applications submitted at least one week prior to such meeting. Applicants are expected to attend the CRA meeting to present their application to the Community Redevelopment Authority and answer questions.

The CRA will make recommendations to the City Council, who will make a final funding determination at a meeting following the CRA meeting.

7. Approved applicants must give monthly written reports to the City regarding the progress of the project until completed.

8. Application Period will begin on **November 17, 2020 and will continue until all grant funds have been awarded**.

9. All proposed improvements must meet the requirements of the City's building, fire, and zoning codes.

Façade Improvement Program Application

Project Information

1. Applicant Name: Armando & Maria Aquilera
   Applicant Address: 615 East Overland
   Telephone No.: 308-641-3331 E-Mail Address: _____
   Property Owner (if different than applicant): _____

2. Project Site Address: 615 East Overland

3. Is the Project Site Currently Occupied? Yes (X) No ( )

4. Land Use of Project Site (Select one):
   Restaurant ( ) Retail (X) Service ( )
   ( ) Other (Please specify): _____

5. Nature and Name of Business (if applicable): Amila's Decorations

6. Proposed Project: Describe in detail; attach plans and specifications:
   total inside remodel $16,200
   total outside remodel $11,400

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
   Type of Assistance: E. Overland Facade Grant
   Amount: ~~$21,600 asked~~ total for inside & out 6,000
   Date: 10-14-21

$10,000 Facade Improvement Grant for 210 E. Overland Dr - 2-10-21
$984 E. Overland Facade Improvement Grant for 611 E. Overland Dr. - 1-13-21
$6,000 E. Overland Facade Improvement Grant for 615 E. Overland Dr. - 10-14-20

8. Estimated Project Costs:

Exterior Improvements (describe) $ 11,400

Other (describe)

Total $ 11,400

Grant Funds Requested* $ 5,700

*Grant funds requested must not exceed the $10,000 maximum
*Grant funds requested must not exceed ½ of the cost of exterior improvements
*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): LA Construction

Address: 2414 W. 17th Street Scottsbluff, NE

Phone No.: 308-225-1772

10. Project Construction Schedule (estimated):

Start Date ASAP

Completion Date ASAP

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property 1,056

Square footage of building C-3

PROPOSAL

L. A. CONSTRUCTION

2414 West 17th Street
Scottsbluff, NE 69361
308-225-1772
amggluis1986@gmail.com

PROPOSAL SUBMITTED TO: Armando and María Aguilera		PHONE: (308)6413337	DATE: 7-5-21
STREET: 615 E. Overland		JOB NAME:	
CITY, STATE, AND ZIP CODE: Scottsbluff, NE		JOB LOCATION:	
ARCHITECT:	DATE OF PLANS:		JOB PHONE:

We hereby submit specifications and estimates for.

LABOR:

- Remove the south wall and frame, cleaning up (window)	1,500
- Install the window and trims (112 x 54.5)	4,500
- Remove old door and install new	2,500
- Prepare for painting	1,000
- Paint	1,500
- Replace west window 34 x 19	400

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars $ 11,400

Payment to be made as follows:

This estimate includes material and labor

All material is guaranteed to be required. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are full covered by Workman/d Compensation Insurance.

Authorized Signature: Luis Aguilera

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature X _____

Date of Acceptance: _____

Signature X _____

LAC001•6/20


Amila's Decorations
NOW OPEN! ESTAMOS ABIERTOS!