



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

**Regular Meeting**  
**March 4, 2024**  
**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 February 20, 2024 Regular Meeting.
  - b) Council to consider and take action on claims of the City.
9. **Public Hearings:**
  - a) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information on the Class YK Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.
  - b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class YK Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders and naming Ryan Massey as the Liquor License Manager.
  - c) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information on the Class I Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.
  - d) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class I Liquor License for

Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders and naming Ryan Massey as the Liquor License Manager.

10. **Resolution & Ordinances:**

- a) Council to consider action on the third reading of the Ordinance dealing with the Rezone of Lot 5, Block 1, Country Club View Addition from C-2 Neighborhood & Retail Commercial to R-1A Single Family Residential.
- b) Council to consider action on the third reading of the Ordinance dealing with the Rezone of Lots 1-4, Block 1, Triple Peaks Subdivision from AR Agricultural Residential to O-P Office and Professional.
- c) Council to consider action on the second reading of the Ordinance Annexing Real Property Platted as Lots 1, 2, 3 and 4, Block 1, Triple Peaks Subdivision.
- d) Council to consider action on the third reading of the Ordinance amending §20-1-3, changing name of Easton Drive to 18th Avenue in the Quindt Commercial Tracts.

11. **Petitions, Communications, Public Input:**

- a) Council to discuss and consider action on Community Festival Permit for the Downtown Scottsbluff Association's Broadway Late Shop Nights to include food vendors and noise permit on 3/16, 4/12, 5/10, 6/14, 7/12, 8/9, 9/13, 10/11, 11/8, & 12/13 from 6-9 p.m.
- b) Council to discuss and consider action on ten Special Designated Liquor Licenses for Rosita's Restaurant to serve distilled spirits at the Bands on Broadway summer series, June 6th, 13th, 20th, 27th, July 11th, 18th, 25th, Aug. 1st, 8th, & 15th from 5:00-9:00 p.m. at the 18th Street Plaza.

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

- a) Council to discuss and consider action on the Agreement with Brian and Lori Lore to be Campground Host and Manager of Riverside Park Campground, 1600 South Beltline Highway West, and authorize the Mayor to sign the Agreement.

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, March 4, 2024**

**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, March 4, 2024**

**Regular Meeting**

## **Item Youth Cou 1**

**(informational only):**

**Staff Contact:**



# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Consent1**

**Council to approve the minutes of the February 20, 2024 Regular Meeting.**

**Staff Contact: City Council**

Regular Meeting  
February 20, 2024

The Scottsbluff City Council met in a regular meeting on February 20, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according to 6-1-12. A notice of the meeting had been published on February 15, 2024 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the city's website on February 16, 2024. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan 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, Jordan Colwell, Angela Scanlan, Matt Salomon, and Betsy Vidlak. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None.

Mayor McKerrigan asked if there were any changes to the agenda. There was none. 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.

Council Member Salomon asked regarding consent item 8d) approving the plans and specifications for the installation of a water booster pump station, where the booster pump station would be located. City Manager Spencer stated by the SWBC building to make it redundant.

Moved by Council Member Colwell, seconded by Council Member Scanlan that,

- a) The minutes of the February 4, 2024 Regular Meeting be approved,
- b) A public hearing be set for March 4, 2024 at 6:00 p.m. to receive information on making a recommendation on the Class YK Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE,
- c) A public hearing be set for March 4, 2024 at 6:00 p.m. to receive information on making a recommendation on the Class I Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Avenue B, Scottsbluff, NE,
- d) The plans and specifications for the installation of a water booster pump station and authorizing the city clerk to advertise for bids to be received until March 11, 2024 at 10:00 a.m. be approved,
- e) The bid specifications for One, New, 22 ft. Tri-Deck Rotary Finishing Mower and authorizing the city clerk to advertise for bids to be received until March 11, 2024 at 1:00 p.m. be approved,
- f) The bid specifications for One, New, ¾ Ton, 4 Wheel Drive Base Model Crew Cab Pickup Truck for the Parks Department and authorizing the city clerk to advertise for bids to be received until March 11, 2024 at 1:30 p.m. be approved,
- g) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated February 20, 2024 as on file with the City Clerk and submitted to the City Council "YEAS," Colwell, Salomon, Vidlak, Scanlan, and McKerrigan, "NAYS," None. Absent: None.

## CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 87.48; ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,1437; AE SERVICES, LLC,EQUIP MAINT PARK,96; AK BROWN ENTERPRISES LLC,PED PUSHBUTTON ASSY FOR TRAFFIC SIGNALS,1395; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4133.93;ANITA'S GREENSCAPING INC,BLDG. MAIN.,960;AUTOZONE STORES, INC,VEH MAINT-PD,23.99;B&C STEEL CORPORATION,DEPARTMENT SUPPLIES-SAN,153.36;BEELINE SERVICE INC,TOW SERVICE-PD,1730;BLUFFS FACILITY SOLUTIONS,DEPARTMENT SUPPLIES-SAN,576.83; BROWN'S SHOE FIT,CO.,UNIFORM&CLOTHING-SAN,195.5;CAPITALBUSINESSSYSTEMSINC.,CONTRACTUAL-PD,81.18;CELLCO PARTNERSHIP,IPADS, TABLETS, CELL PHONES, GRIDSMART FOR TRANS.,1153.01;CITY OF GERING,DISPOSAL FEES-SAN,40109.65; CLARK PRINTING LLC,DEPT SUPPL-PD,254.61;COLUMN SOFTWARE PBC,LEGAL PUBLISHING,187.39;COMMUNITY PHARMACY,MEDICAL SUPPLIES,82.9;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,427.95;CONTRACTORS MATERIALS INC.,SUPP - WOOD FLOAT,433.21;CORE & MAIN LP,METERS,137.36;CROELL INC,DEPT SUP,437.63; DEMCO, INC,MISC.,144.08;DIAMOND VOGEL,SUPP FOR SIGN SHOP - XYLOL,24.16;EAKESINC,DEPSUP.,629.56;ELLIOTTEQUIPMENT COMPANY INC.,DEPARTMENT SUPPLIES-SAN,13381.57;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,181;FAT BOYS TIREANDAUTO,EQUIPMAINTPARK,1190.67;FEDERALEXPRESSCORPORATION,POSTAGE,63.8 ;GALLS PARENT HOLDINGS, LLC,EQUIP MAINT-PD,389.6; GRAY TELEVISION GROUP INC,TRI-CITY STORMWATER PSAS TV JANUARY,2295.01;GREENING ENTERPRISES INC.,STRUCTURE BOOTS - MUNOZ,358.75;HAMPTON INN,INVEST-PD,214;HAWKINS, INC.,CHEMICALS,1684.74; HEARTLAND EXPRESSWAY ASSOCIATION,2024 MEMBERSHIP RENEWAL,5141.52; HULLINGER GLASS & LOCKS INC.,BLDG MAINT PARK,281;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1060.28;INDEPENDENT PLUMBING AND HEATING, INC,SUPP - URINAL GASKETS,73.06;INFINITY CONSTRUCTION, INC.,STRUCTURE,112621;INLAND TRUCK PARTS & SERVICE,HOSE ASSY FOR D. TRUCK,20.47;INTERNAL REVENUE SERVICE,WITHHOLDINGS,69311.28; INTRALINKS, INC,CONTR.SERV - PD JAN. 2024,10202.88; INVENTIVE WIRELESS OF NE ,LLC, CONTRACTUA LSVC, 247.6; JEFFREY F MARTISCHEWSKY, BLDG MAINT ADMIN,404.69;JOHN DEERE FINANCIAL,EQUIP MAINT PARK,10;KITE, LANCE,SCHOOLS & CONF-PD,200;KNOW HOW LLC,EQUIP MAINT PARK,2594.66;LEAGUE ASSOCIATION OF RISK MANAGEMENT,WC RENEWAL PREM FY22-23 - AFTER AUDIT,5990.39;LEAL NOHEMI,CONSULTING-PD,35;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,116;LIGHTHOUSEELECTRICALCONTRACTORS,LLC,BLDG. MAIN.,640;M.C. SCHAFF & ASSOCIATES, INC,20TH ST. OVERLAY 2023,37307.55; MACQUEEN EQUIPMENT INC,DISGNOSE BROOM & CYL ISSUES ON SWEEPER,1644.31;MARKETING CONSULTANTS, DEPARTMENT SUPPLIES SAN, 664; MATHESON TRI GAS INC ,RENT MACHINES, 46.79;MENARDS, INC,U & E BATHROOM - POLYLAM, JOINT TAPE, ETC.,2305.49;MICHAEL BEEBE,BLDG MAINT-PD,105;MIDWEST CONNECT, LLC,UB PROCESSING - JAN. 2024,6505.11;MUNIMETRIX SYSTEMS CORP,IMAGE SILO - JAN 2024,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1455.1;NE DEPT OF HLTH &HUMAN SVCS,LICENSE/PERMITS-REC,80;NE DEPT OF REVENUE,WITHHOLDINGS,48358.73; NE LIBRARY COMMISSION,SBSCR.,2559.7;NEBRASKA MACHINERY CO,RENT - MACHINES,1264.31;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,45512.35;NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY STORMWATER PSAS,500;NEBRASKALAND TIRE, INC,EQUIP MAINT PARK,58.85;NECROSEARCH INTERNATIONAL,INVESTIGATIONS-

PD,342.57;NEMNICH AUTOMOTIVE,VEH MAINT-PD,992.72;NMC GROUP INC,CUTTING EDGES FOR GRADERS,0;ONE CALL CONCEPTS, INC,CONTRACTUAL,57.74;PANHANDLE COOPERATIVE ASSOCIATION,FUEL,6356.62;PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 275; PARADISE PUMPERS LLC, CONTRACTUAL PARK, 665; PIERCE, GERALD, REIMBURSEMENT FOR CDL,60;PLATTE RIVER GLASS RODNEY L FLOTH,EQUIP MAINT,90; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10476.53;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES-SAN,3414.65; POWERPLAN,ANGLE FOR LOADER,27.22;PT HOSE AND BEARING,PARTS FOR BOBCAT,92.99;QUADIENT FINANCE USA INC,POSTAGE ADMIN,1000;QUADIENT LEASING USA INC,CONT. SRVCS.,861.2; QUILL CORPORATION,DEPT SUPPL-PD,154.45;RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,758.28;REGIONAL CARE INC,CLAIMS,94811.65; REGISTER OF DEEDS,LEGAL,116; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,302.1;S M E C,EMPLOYEE DEDUCTION,120.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,1461.97;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,386.09;SCOTT WALTON,GROUND MAINT PARK,574.23;SCOTTS BLUFF COUNTY COMMUNICATIONS CENTER,CONT. SRVCS.,125; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,322;SCOTTSBLUFF MOTOR CO, INC,VEH MAINT ADMIN,1569.34;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,741;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-PD,130;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,14007.79;SIMON CONTRACTORS,GROUND MAINT PARK,1619.1; SNELL SERVICES INC.,BLDG. MAIN.,2010;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;STANARD & ASSOCIATES INC.,POLICE OFFICER TESTING 2/2/24,164.5;STATE OF NE.,CONTRACTUAL-PD,210; SUBWAY 6906,RECRUITMENT,75.98;TERRY D SCOTT,EQUIP MAINT PARK,164.93;TWIN CITY AUTO, INC,BOSS HEADLIGHT FOR PICKUP,518.99; TYLER TECHNOLOGIES, INC,ANNUAL FEES/MAINTENANCE (3/1/24 - 2/28/25),64032.94; UNION BANK & TRUST,RETIREMENT,45898.03;UNITED STATES WELDING,CONTRACTUAL SERVICES-SAN,404.17;VERIZON COMMUNICATIONS INC,GPS SERVICE,95.7;W & R INC,PSB MAINT-PD, 8115.38; WEBER TYLER, SCHOOLS & CONF PD, 102; WESTERN COOPERATIVE COMPANY, HYDRAULIC OIL - ENGINE 3,219.5;WESTERN NE COMMUNITY COLLEGE,SCHOOLS & CONF,1300;WESTERN NE TOURISM COALITION,MEMBERSHIP,125;WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT TESTING - JAN 2024,435;WEX BANK,UNLEADED GASOLINE,24741.31;WHITING SIGNS,K9 CAR-PD,65;WILLIAM E ALPSTEG,FIREARMS RANGE SUPPL PD, 1580; WYOMING CHILD SUPPORT ENFORCEMENT, CHILD SUPPORT ,946.08 ;REFUNDS;WYLIE REAL ESTATE, 100.07; REGIONAL WEST MEDICAL CENTER, 121.60; REGIONAL WEST MEDICAL CENTER, 121.15; BRYAN DULIN, 3.29; MONICA MORENO, 17.65; ALLY PROPERTY, 6.66

City Finance Director, Lane Kizzire, approached to go over the January 2024 Financial Report. Notable items identified for the month, include insurance payments deposited on behalf of the 2023 hail storm, a large LB840 repayment and payments for the 20<sup>th</sup> Street project and 6<sup>th</sup> Avenue water main replacement. Council Member Scanlan moved, seconded by Council Member Salomon to approve the January 2024 Financial Report, “YEAS,” Salomon, Vidlak, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Council introduced the Ordinance dealing with the Rezone of Lot 5, Block 1, Country Club View Addition from C-2 Neighborhood & Retail Commercial to R-1A Single Family Residential and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 5, BLOCK 1, COUNTRY CLUB VIEW**

**ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, CURRENTLY ZONED AS C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL, WILL NOW BE INCLUDED IN R-1A SINGLE FAMILY RESIDENTIAL, REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance dealing with the Rezone of Lots 1-4, Block 1, Triple Peaks Subdivision from AR Agricultural Residential to O-P Office and Professional and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1, 2, 3, AND 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN SCOTTS BLUFF COUNTY, NEBRASKA WHICH WAS PREVIOUSLY ZONED AS AGRICULTURAL RESIDENTIAL (AR) TO OFFICE AND PROFESSIONAL (O-P), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Regarding the Ordinance Annexing Real Property Platted as Lots 1, 2, 3 and 4 Block 1, Triple Peaks Subdivision, City Manager Spencer reminded Council at the last meeting the annexation was considered. He also mentioned we have letters on file to request annexation from the property owners.

Council introduced the Ordinance Annexing Real Property Platted as Lots 1, 2, 3 and 4, Block 1, Triple Peaks Subdivision and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ANNEXING REAL PROPERTY PLATTED AS LOTS 1, 2, 3 AND 4 BLOCK 1, TRIPLE PEAKS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF, NEBRASKA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA AMENDING SECTION 25-1-3.1 OF THE MUNICIPAL CODE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance amending §20-1-3, changing the name of Easton Drive to 18<sup>th</sup> Avenue in the Quindt Commercial Tracts and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO UPDATE §20-1-3 DEALING WITH A CHANGE IN THE NAME OF A STREET, ADJACENT TO TRACT 1, BLOCK 2, QUINDT COMMERCIAL TRACT FROM EASTON DRIVE TO 18<sup>TH</sup> AVENUE, AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance to consider a Plat Vacation of Block 2, Residency Addition, commonly identified as 2204 Circle Drive, Scottsbluff, NE and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING BLOCK 2, RESIDENCY ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA A SUBDIVISION AND REPLAT OF BLOCK 5, NORTHEAST SECOND ADDITION REPLAT NO. 2, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Legal Counsel Hadenfeldt informed Council we did get a request from the Residency to waive the third reading of the Ordinance so they could get started on the development.

Council Member Scanlan moved, seconded by Council Member Colwell that the statutory rule regarding the Ordinance vacating Block 2, Residency Addition to the City of Scottsbluff to be read by title

on three different days be suspended, “YEAS,” Scanlan, McKerrigan, Salomon, Colwell, and Vidlak. “Nays,” None. Absent: None.

Council Member Colwell made a motion to adopt Ordinance No. 4321 vacating Block 2, Residency Addition to the City of Scottsbluff. The motion was seconded by Council Member Vidlak, “YEAS,” Vidlak, Colwell, McKerrigan, Salomon, and Scanlan.

Mr. Tom Schingle, Fire Chief approached to present the bid for the replacement of the HVAC System and appurtenances for the Public Safety building. He explained this is for the heating system in the apparatus bay, adding the current system is original to the building and has been having issues for the past few years. The new system will replace with two units for the North and South halves of the bay and are sized redundantly, so if one goes out the other would maintain the entire building. In addition, the bid of \$77,370 is under the engineers estimate and has been budgeted for.

Council Member Salomon moved, seconded by Council Member Scanlan to approve awarding the bid for the replacement of the HVAC System and appurtenances for the Public Safety Building to Big Mack HVAC in the amount of \$77,370.00, “YEAS,” McKerrigan, Scanlan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: None.

Mr. Mark Bohl, Public Works Director came forward to present the bid for the construction of the 20<sup>th</sup> Street Improvements-Cleveland Field to 17<sup>th</sup> Avenue-Mill and Overlay. Mr. Bohl explained we received one bid for this project, which is not uncommon for asphalt. The bid was submitted by Simon Contractors in the amount of \$2,740,000, entailing a 120-day contract ending October 1<sup>st</sup>. Mr. Bohl added the bid is over the engineers estimate of \$2,433,875, but stated it is hard to go off of estimates with this type of project. Council Member Colwell asked if we will have enough money of what was budgeted. Mr. Spencer answered, yes, this will be a bonded project that will also include the Frank PID.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve awarding the bid for the construction of the 20<sup>th</sup> Street Improvements-Cleveland Field to 17<sup>th</sup> Avenue-Mill & Overlay to Simon Contractors in the amount of \$2,740,000, “YEAS,” Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. “NAYS,” None. Absent: None.

Regarding the Fuel Contract RFP, Mr. Bohl approached to explain we received three proposals with Panhandle Coop coming in with the best bid of .07 off the posted price for fuel. The proposed Contract also states we will have emergency power and delivery of fuel to all City generators. The current Contract ends March 13<sup>th</sup>, hence the reason to place on this agenda; staff is recommending approval.

Council Member Scanlan moved, seconded by Council Member Salomon to approve the three-year Fuel Contract with Panhandle Coop beginning March 20, 2024 and authorize the Mayor to sign the Contract, “YEAS,” Salomon, Vidlak, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None

Fire Chief, Tom Schingle, approached to present the 2023 Annual Fire Department Report. He started his presentation by going over highlights of the report. One notable item was call volume increasing 8% from last year. Fire Prevention was another feature worth mentioning with 178 inspections performed, up 78% from the previous year, with fire system compliance at 92%. Mr. Schingle also went over calls for service explaining they are trending about the same from last year, response times are continuing to be five minutes or less, and property loss is at 3%.

In conclusion he added the department has experienced some turnover due to retirements and resignations, however, has hired three new firefighters, as well as a Fire Prevention Officer. The average age of fire fighter has lowered to 35.8 from 40.2 and all new firefighters are getting trained and certified.

City Manager Spencer came forward to discuss the Proposal Letter with TriHydro Engineering for Updated Airspace Site Life and Construction Estimate for Regional Landfill. He explained we have been

meeting with Gering to discuss the future landfill. Gering’s projected closing date for their current landfill is April 2027 and if there is a new landfill sited it will take all of that time to get it sited and built. Mr. Spencer stated we need new updated construction costs to determine tipping fees for our rate payers and is the purpose of the letter. The amount is just under \$5,000 and we need the numbers updated to move forward.

Council Member Salomon made a motion, seconded by Council Member Colwell to approve the Proposal Letter with TriHydro Engineering for Updated Airspace Site Life and Construction Cost Estimate for Regional Landfill and authorize the Mayor to sign the Letter, “YEAS,” McKerrigan, Scanlan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: None.

Under Council Reports, Mr. Spencer stated he and Sharaya Toof, Economic Development Director, attended the Heartland Express meeting last week.

Council Member Colwell moved to adjourn the meeting at 6:28 p.m. The motion was seconded by Council Member Vidlak, “YEAS,” Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. “NAYS,” None. Absent: None.

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Mayor

Attest:

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City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Consent2**

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

**Staff Contact: Lane Kizzire, Finance Director**





# Expense Approval Report

By Vendor Name

Post Dates 2/21/2024 - 3/4/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	33.50
BLDG MAINT-PD	BUILDING MAINTENANCE	36.25
BLDG MAINT-PD	BUILDING MAINTENANCE	36.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES	43.00
BLDG MAINT-PD	BUILDING MAINTENANCE	32.00
Misc. -LIBRARY	DEPARTMENT SUPPLIES	12.00
Misc. -LIBRARY	EQUIPMENT MAINTENANCE	86.00
		<b>Fund 111 - GENERAL Total: 279.00</b>
<b>Fund: 212 - STREETS</b>		
SUPP - WATER	DEPARTMENT SUPPLIES	33.50
SUPP - WATER	DEPARTMENT SUPPLIES	24.00
SUPP - WATER	DEPARTMENT SUPPLIES	14.50
		<b>Fund 212 - STREETS Total: 72.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	33.50
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	24.00
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Contractual Services-SAN	CONTRACTUAL SERVICES	25.26
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 97.26</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
DEPT SUP	DEPARTMENT SUPPLIES	7.25
		<b>Fund 631 - WASTEWATER Total: 14.50</b>
		<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total: 462.76</b>
<b>Vendor: 09862 - BAIRD HOLM LLP</b>		
<b>Fund: 111 - GENERAL</b>		
CLIENT: S3125-00037 PROF.SE... CONTRACTUAL SERVICES		1,314.00
		<b>Fund 111 - GENERAL Total: 1,314.00</b>
		<b>Vendor 09862 - BAIRD HOLM LLP Total: 1,314.00</b>
<b>Vendor: 09785 - BIBLIOTHECA LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	EQUIPMENT MAINTENANCE	1,025.00
		<b>Fund 111 - GENERAL Total: 1,025.00</b>
		<b>Vendor 09785 - BIBLIOTHECA LLC Total: 1,025.00</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Energy Bill	HEATING FUEL	477.00
Monthly Energy Bill	HEATING FUEL	397.62
Monthly Energy Bill	HEATING FUEL	110.55
Monthly Energy Bill	HEATING FUEL	397.62
Monthly Energy Bill	HEATING FUEL	517.53
Monthly Energy Bill	HEATING FUEL	648.35
Monthly Energy Bill	HEATING FUEL	40.37
Monthly Energy Bill	HEATING FUEL	119.11
		<b>Fund 111 - GENERAL Total: 2,708.15</b>
<b>Fund: 212 - STREETS</b>		
Monthly Energy Bill	HEATING FUEL	2,103.44
		<b>Fund 212 - STREETS Total: 2,103.44</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Energy Bill	HEATING FUEL	729.44
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>729.44</b>
<b>Fund: 641 - WATER</b>		
Monthly Energy Bill	HEATING FUEL	162.61
		<b>Fund 641 - WATER Total:</b>
		<b>162.61</b>
		<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>
		<b>5,703.64</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	46.03
Cont. Svcs.	CONTRACTUAL SERVICES	246.24
EQUIP MAINT ADMIN	EQUIPMENT MAINTENANCE	179.87
CONTRACTUAL-PD	CONTRACTUAL SERVICES	80.34
		<b>Fund 111 - GENERAL Total:</b>
		<b>552.48</b>
<b>Fund: 212 - STREETS</b>		
COPY MACHINE SERVICE	CONTRACTUAL SERVICES	35.02
		<b>Fund 212 - STREETS Total:</b>
		<b>35.02</b>
		<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>
		<b>587.50</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
CELL PHONES-PD	PHONE & INTERNET	1,484.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>1,484.00</b>
		<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>
		<b>1,484.00</b>
<b>Vendor: 10535 - COLUMN SOFTWARE PBC</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL PUB-PD	LEGAL PUBLICATIONS	93.33
		<b>Fund 111 - GENERAL Total:</b>
		<b>93.33</b>
		<b>Vendor 10535 - COLUMN SOFTWARE PBC Total:</b>
		<b>93.33</b>
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	92.30
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	127.35
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	138.95
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	86.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>445.10</b>
		<b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>
		<b>445.10</b>
<b>Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS</b>		
<b>Fund: 111 - GENERAL</b>		
FEES (OCT '23 THRU JAN '24)	CONSULTING SERVICES	200.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>200.00</b>
		<b>Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:</b>
		<b>200.00</b>
<b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>		
<b>Fund: 212 - STREETS</b>		
SUPP - LIGHTS	DEPARTMENT SUPPLIES	292.19
		<b>Fund 212 - STREETS Total:</b>
		<b>292.19</b>
		<b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>
		<b>292.19</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	4.15
Monthly Long Distance	PHONE & INTERNET	27.51

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Description (Payable)	Account Name	Amount
Monthly Long Distance	PHONE & INTERNET	6.30
Monthly Long Distance	PHONE & INTERNET	2.91
Monthly Long Distance	PHONE & INTERNET	2.35
<b>Fund 111 - GENERAL Total:</b>		<b>50.74</b>
<b>Fund: 212 - STREETS</b>		
Monthly Long Distance	PHONE & INTERNET	6.58
<b>Fund 212 - STREETS Total:</b>		<b>6.58</b>
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	0.94
<b>Fund 213 - CEMETERY Total:</b>		<b>0.94</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>0.47</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	4.12
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>4.12</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	4.14
<b>Fund 631 - WASTEWATER Total:</b>		<b>4.14</b>
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
<b>Fund 641 - WATER Total:</b>		<b>1.89</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.09
<b>Fund 661 - STORMWATER Total:</b>		<b>1.09</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
<b>Fund 721 - GIS SERVICES Total:</b>		<b>0.47</b>
<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b>		<b>70.44</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	216.00
<b>Fund 641 - WATER Total:</b>		<b>216.00</b>
<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:</b>		<b>216.00</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	27.85
<b>Fund 641 - WATER Total:</b>		<b>27.85</b>
<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>		<b>27.85</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>		
<b>Fund: 212 - STREETS</b>		
BRACKET FOR D. TRUCK	VEHICLE MAINTENANCE	36.07
PARTS FOR D. TRUCK - FILTERS...	VEHICLE MAINTENANCE	211.13
STRUT SPRING FOR D. TRUCK	VEHICLE MAINTENANCE	181.48
BLOWER MOTOR & SWITCH F...	VEHICLE MAINTENANCE	97.62
GASKET EXCH VALVE FOR D. T...	VEHICLE MAINTENANCE	10.01
PARK BRAKE VALVE FOR SWE...	EQUIPMENT MAINTENANCE	201.73
CLEVIS FOR SWEEPER	EQUIPMENT MAINTENANCE	75.58
CLEVIS FOR SWEEPER	EQUIPMENT MAINTENANCE	-75.58
COMB. LONG STROKE FOR SW...	EQUIPMENT MAINTENANCE	81.41
CLEVIS KIT FOR SWEEPER	EQUIPMENT MAINTENANCE	15.27
FILTERS & FUEL WATER SEPA...	EQUIPMENT MAINTENANCE	277.27
EXH PIPE & MUFFLER FOR D. ...	VEHICLE MAINTENANCE	62.68
<b>Fund 212 - STREETS Total:</b>		<b>1,174.67</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
EQUIP MAINT SAN	EQUIPMENT MAINTENANCE	156.44
EQUIP MAINT SAN	EQUIPMENT MAINTENANCE	47.29
EQUIP MAINT SAN	EQUIPMENT MAINTENANCE	15.54
EQUIP MAINT SAN	EQUIPMENT MAINTENANCE	205.61
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>424.88</b>
<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:</b>		<b>1,599.55</b>
 <b>Vendor: 09563 - FORCE AMERICA DISTRIBUTING LLC</b>		
<b>Fund: 212 - STREETS</b>		
RELIEF VALVE FOR D. TRUCK	VEHICLE MAINTENANCE	621.22
<b>Fund 212 - STREETS Total:</b>		<b>621.22</b>
<b>Vendor 09563 - FORCE AMERICA DISTRIBUTING LLC Total:</b>		<b>621.22</b>
 <b>Vendor: 03133 - FUN EXPRESS, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
SPECIAL EVENTS REC	SPECIAL EVENTS	3,935.72
<b>Fund 111 - GENERAL Total:</b>		<b>3,935.72</b>
<b>Vendor 03133 - FUN EXPRESS, LLC Total:</b>		<b>3,935.72</b>
 <b>Vendor: 10470 - GARCIA &amp; SON'S INTERIOR &amp; EXTERIOR SERVICES, LLC</b>		
<b>Fund: 411 - CDBG</b>		
CDBG - 5SB FINAL DRAWDO...	GRANT EXPENSE	2,499.90
<b>Fund 411 - CDBG Total:</b>		<b>2,499.90</b>
<b>Vendor 10470 - GARCIA &amp; SON'S INTERIOR &amp; EXTERIOR SERVICES, LLC Total:</b>		<b>2,499.90</b>
 <b>Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
<b>Fund 111 - GENERAL Total:</b>		<b>1,000.00</b>
<b>Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:</b>		<b>1,000.00</b>
 <b>Vendor: 09766 - GLOBAL EQUIPMENT COMPANY INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	357.89
<b>Fund 111 - GENERAL Total:</b>		<b>357.89</b>
<b>Vendor 09766 - GLOBAL EQUIPMENT COMPANY INC Total:</b>		<b>357.89</b>
 <b>Vendor: 10540 - GURROLA JUDY V</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	35.00
<b>Fund 111 - GENERAL Total:</b>		<b>35.00</b>
<b>Vendor 10540 - GURROLA JUDY V Total:</b>		<b>35.00</b>
 <b>Vendor: 04371 - HAWKINS, INC.</b>		
<b>Fund: 641 - WATER</b>		
CHEMICALS	CHEMICALS	3,462.06
<b>Fund 641 - WATER Total:</b>		<b>3,462.06</b>
<b>Vendor 04371 - HAWKINS, INC. Total:</b>		<b>3,462.06</b>
 <b>Vendor: 05667 - HOA SOLUTIONS, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIPMENT	EQUIPMENT	11,680.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>11,680.00</b>
<b>Fund: 641 - WATER</b>		
EQUIPMENT	EQUIPMENT	24,995.20
<b>Fund 641 - WATER Total:</b>		<b>24,995.20</b>
<b>Vendor 05667 - HOA SOLUTIONS, INC Total:</b>		<b>36,675.20</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00299 - HULLINGER GLASS &amp; LOCKS INC.</b>		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	220.00
		<b>Fund 111 - GENERAL Total: 220.00</b>
		<b>Vendor 00299 - HULLINGER GLASS &amp; LOCKS INC. Total: 220.00</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,910.91
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,910.91
WITHHOLDINGS	FICA W/H EE PAYABLE	18,082.72
WITHHOLDINGS	FICA W/H EE PAYABLE	18,082.72
WITHHOLDINGS	FED W/H EE PAYABLE	31,500.86
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 77,488.12</b>
		<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total: 77,488.12</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>		
Fund: 111 - GENERAL		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	17.49
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	1,787.50
DATTO ALTO - FEB 2024 (ADM...	CONTRACTUAL SERVICES	2,298.00
DATTO ALTO - LIBR (FEB 2024)	CONTRACTUAL SERVICES	238.00
		<b>Fund 111 - GENERAL Total: 4,340.99</b>
Fund: 212 - STREETS		
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	165.00
		<b>Fund 212 - STREETS Total: 165.00</b>
Fund: 213 - CEMETERY		
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	137.50
		<b>Fund 213 - CEMETERY Total: 137.50</b>
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	55.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 55.00</b>
Fund: 631 - WASTEWATER		
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	41.25
		<b>Fund 631 - WASTEWATER Total: 41.25</b>
Fund: 641 - WATER		
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	41.25
DATTO ALTO - FEB 2024 (ADM...	CONTRACTUAL SERVICES	119.00
		<b>Fund 641 - WATER Total: 160.25</b>
Fund: 661 - STORMWATER		
CONTR.SERV. - DEC.2023	CONTRACTUAL SERVICES	27.50
		<b>Fund 661 - STORMWATER Total: 27.50</b>
		<b>Vendor 08525 - INTRALINKS, INC Total: 4,927.49</b>
<b>Vendor: 00192 - J G ELLIOTT CO.INC.</b>		
Fund: 111 - GENERAL		
BONDING	BONDING	875.00
		<b>Fund 111 - GENERAL Total: 875.00</b>
		<b>Vendor 00192 - J G ELLIOTT CO.INC. Total: 875.00</b>
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	24.47
CHAINSAW REPLACEMENT CH...	DEPARTMENT SUPPLIES	49.98
		<b>Fund 111 - GENERAL Total: 74.45</b>
Fund: 212 - STREETS		
WELDING SUPP - WIRE	DEPARTMENT SUPPLIES	78.35

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Description (Payable)	Account Name	Amount
SUPP - WELD. HELMET, CUT O...	DEPARTMENT SUPPLIES	108.75
	<b>Fund 212 - STREETS Total:</b>	<b>187.10</b>
	<b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>	<b>261.55</b>
<b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	63.28
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-3.30
	<b>Fund 111 - GENERAL Total:</b>	<b>59.98</b>
<b>Fund: 212 - STREETS</b>		
SUPP - BULBS	DEPARTMENT SUPPLIES	28.99
SUPP - TAPE	DEPARTMENT SUPPLIES	32.99
	<b>Fund 212 - STREETS Total:</b>	<b>61.98</b>
	<b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>	<b>121.96</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	959.74
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	233.90
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	54.44
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	46.84
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	956.06
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,761.95
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	288.55
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	93.40
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1.94
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	139.01
	<b>Fund 111 - GENERAL Total:</b>	<b>4,535.83</b>
<b>Fund: 212 - STREETS</b>		
FILTERS FOR SWEEPERS	EQUIPMENT MAINTENANCE	107.87
	<b>Fund 212 - STREETS Total:</b>	<b>107.87</b>
<b>Fund: 213 - CEMETERY</b>		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	8.16
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	1.34
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	11.38
	<b>Fund 213 - CEMETERY Total:</b>	<b>20.88</b>
	<b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>	<b>4,664.58</b>
<b>Vendor: 10134 - LEE BHM CORP</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	632.43
LEGAL PUBLISHING	LEGAL PUBLICATIONS	112.26
LEGAL PUBLISHING	LEGAL PUBLICATIONS	100.80
LEGAL PUBLISHING	LEGAL PUBLICATIONS	13.95
LEGAL PUBLISHING	LEGAL PUBLICATIONS	17.06
LEGAL PUBLISHING	RECRUITMENT	27.42
	<b>Fund 111 - GENERAL Total:</b>	<b>903.92</b>
<b>Fund: 641 - WATER</b>		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	82.61
	<b>Fund 641 - WATER Total:</b>	<b>82.61</b>
	<b>Vendor 10134 - LEE BHM CORP Total:</b>	<b>986.53</b>
<b>Vendor: 10541 - LISA DOUGLAS</b>		
<b>Fund: 213 - CEMETERY</b>		
QUIT CLAIM DEED	MISCELLANEOUS	300.00
	<b>Fund 213 - CEMETERY Total:</b>	<b>300.00</b>
	<b>Vendor 10541 - LISA DOUGLAS Total:</b>	<b>300.00</b>
<b>Vendor: 09760 - MACQUEEN EQUIPMENT INC</b>		
<b>Fund: 212 - STREETS</b>		
PARTS FOR SWEEPERS - POLY...	EQUIPMENT MAINTENANCE	232.75

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CLAMPS FOR SWEEPERS	EQUIPMENT MAINTENANCE	100.32
		<b>Fund 212 - STREETS Total:</b>
		<b>333.07</b>
		<b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b>
		<b>333.07</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>		
<b>Fund: 212 - STREETS</b>		
BLADES FOR BANDSAW	DEPARTMENT SUPPLIES	389.17
		<b>Fund 212 - STREETS Total:</b>
		<b>389.17</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DEPT SUP	DEPARTMENT SUPPLIES	83.29
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>83.29</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	83.29
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>83.29</b>
		<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>
		<b>555.75</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	88.00
VEH MAINT PARK	VEHICLE MAINTENANCE	19.99
VEH MAINT PARK	VEHICLE MAINTENANCE	84.23
VEH MAINT PARK	VEHICLE MAINTENANCE	-15.87
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	23.38
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	16.23
DEPT SUPP PARK	DEPARTMENT SUPPLIES	62.76
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	23.92
GROUND MAINT PARK	GROUNDS MAINTENANCE	637.80
BLDG MAINT PARK	BUILDING MAINTENANCE	17.94
BLDG MAINT PARK	BUILDING MAINTENANCE	25.97
BLDG MAINT PARK	BUILDING MAINTENANCE	7.28
		<b>Fund 111 - GENERAL Total:</b>
		<b>991.63</b>
<b>Fund: 212 - STREETS</b>		
SUPP - ANCHORS, SILICON, BO...	DEPARTMENT SUPPLIES	64.92
SUPP - SPRAY BOTTLE, MR. CL...	DEPARTMENT SUPPLIES	17.95
WALL HEATER, SWITCHPLATES...	BUILDING MAINTENANCE	217.26
SUPP - BATTERIES	DEPARTMENT SUPPLIES	51.96
SUPP - COND. NPPL	DEPARTMENT SUPPLIES	2.58
SUPP - BATTERIES	DEPARTMENT SUPPLIES	21.25
SUPP - GOOP CLEANER, HOLE ...	DEPARTMENT SUPPLIES	51.55
SUPP - STRUTS	DEPARTMENT SUPPLIES	15.96
SUPP - CONCRETE PLACER, SA...	DEPARTMENT SUPPLIES	89.92
		<b>Fund 212 - STREETS Total:</b>
		<b>533.35</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	234.91
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>234.91</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	4.76
DEPT SUP	DEPARTMENT SUPPLIES	40.51
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>45.27</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP WTR	DEPARTMENT SUPPLIES	26.97
DEPT SUP WTR	DEPARTMENT SUPPLIES	10.65
DEPT SUP WTR	DEPARTMENT SUPPLIES	179.09
		<b>Fund 641 - WATER Total:</b>
		<b>216.71</b>
		<b>Vendor 07628 - MENARDS, INC Total:</b>
		<b>2,021.87</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 10057 - MICHAEL BEEBE</b>		
Fund: 111 - GENERAL		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	276.11
		<b>Fund 111 - GENERAL Total:</b>
		<b>276.11</b>
		<b>Vendor 10057 - MICHAEL BEEBE Total:</b>
		<b>276.11</b>
<b>Vendor: 10539 - MICHAEL FURREY</b>		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	800.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>800.00</b>
		<b>Vendor 10539 - MICHAEL FURREY Total:</b>
		<b>800.00</b>
<b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>		
Fund: 111 - GENERAL		
PUBLICATION-PD	PUBLICATIONS	-89.96
PUBLICATION-PD	PUBLICATIONS	-89.96
		<b>Fund 111 - GENERAL Total:</b>
		<b>-179.92</b>
		<b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>
		<b>-179.92</b>
<b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	175.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	535.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>710.00</b>
		<b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:</b>
		<b>710.00</b>
<b>Vendor: 09585 - NEBRASKA CHAPTER IAAI #13</b>		
Fund: 111 - GENERAL		
MEMBERSHIP DUES - SCHING...	MEMBERSHIPS	25.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>25.00</b>
		<b>Vendor 09585 - NEBRASKA CHAPTER IAAI #13 Total:</b>
		<b>25.00</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>		
Fund: 212 - STREETS		
CUTTING EDGES FOR GRADER	EQUIPMENT MAINTENANCE	2,177.53
		<b>Fund 212 - STREETS Total:</b>
		<b>2,177.53</b>
		<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>
		<b>2,177.53</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	15,996.49
ELECTRICITY	ELECTRIC POWER	155.72
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>16,152.21</b>
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	4,126.69
ELECTRICITY	ELECTRIC POWER	2,818.86
		<b>Fund 641 - WATER Total:</b>
		<b>6,945.55</b>
		<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>
		<b>23,097.76</b>
<b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPMENT INC.</b>		
Fund: 111 - GENERAL		
S/A FIRE ALARM SYSTEM INSP...	EQUIPMENT MAINTENANCE	214.00
RECHARGE EXTINGUISHER - CI...	EQUIPMENT MAINTENANCE	35.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>249.00</b>
		<b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPMENT INC. Total:</b>
		<b>249.00</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	157.00
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>157.00</b>



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Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	100.00
		<b>Fund 641 - WATER Total:</b>
		<b>100.00</b>
		<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>
		<b>257.00</b>
<b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	5,938.88
		<b>Fund 111 - GENERAL Total:</b>
		<b>5,938.88</b>
		<b>Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:</b>
		<b>5,938.88</b>
<b>Vendor: 08638 - PANHANDLE PUBLIC HEALTH DISTRICT</b>		
<b>Fund: 411 - CDBG</b>		
LEAD CLEARANCE INSPECTION... GRANT EXPENSE		1,700.00
LEAD CLEARANCE INSPECTION... GRANT EXPENSE		750.00
		<b>Fund 411 - CDBG Total:</b>
		<b>2,450.00</b>
		<b>Vendor 08638 - PANHANDLE PUBLIC HEALTH DISTRICT Total:</b>
		<b>2,450.00</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,476.53
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
		<b>10,476.53</b>
		<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>
		<b>10,476.53</b>
<b>Vendor: 00471 - PRO OVERHEAD DOOR</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT PARK	BUILDING MAINTENANCE	142.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>142.50</b>
		<b>Vendor 00471 - PRO OVERHEAD DOOR Total:</b>
		<b>142.50</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	70.03
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	16.80
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	266.24
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	189.77
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	57.99
		<b>Fund 111 - GENERAL Total:</b>
		<b>600.83</b>
		<b>Vendor 00266 - QUILL CORPORATION Total:</b>
		<b>600.83</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>		
<b>Fund: 812 - HEALTH INSURANCE</b>		
CLAIMS	CLAIMS EXPENSE	17,305.20
HEALTH INS. PREMIUM - MAR...	PREMIUM EXPENSE	43,562.55
		<b>Fund 812 - HEALTH INSURANCE Total:</b>
		<b>60,867.75</b>
		<b>Vendor 04089 - REGIONAL CARE INC Total:</b>
		<b>60,867.75</b>
<b>Vendor: 10517 - RICE KIMBERLY</b>		
<b>Fund: 111 - GENERAL</b>		
UNIFORMS-PD	UNIFORMS & CLOTHING	22.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>22.50</b>
		<b>Vendor 10517 - RICE KIMBERLY Total:</b>
		<b>22.50</b>
<b>Vendor: 02098 - RJ THOMAS MFG CO, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	4,934.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>4,934.50</b>
		<b>Vendor 02098 - RJ THOMAS MFG CO, INC Total:</b>
		<b>4,934.50</b>
<b>Vendor: 10235 - RUSSEL'S AUTOMOTIVE</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT-PD	VEHICLE MAINTENANCE	361.93
VEH MAINT-PD	VEHICLE MAINTENANCE	18.00

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Description (Payable)	Account Name	Amount
VEH MAINT-PD	VEHICLE MAINTENANCE	40.85
VEH MAINT-PD	VEHICLE MAINTENANCE	18.00
<b>Fund 111 - GENERAL Total:</b>		<b>438.78</b>
<b>Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:</b>		<b>438.78</b>
<b>Vendor: 00026 - S M E C</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
SMEC	SMEC EE PAYABLE	120.50
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>120.50</b>
<b>Vendor 00026 - S M E C Total:</b>		<b>120.50</b>
<b>Vendor: 10127 - SANDRY FIRE SUPPLY</b>		
<b>Fund: 225 - MUTUAL FIRE</b>		
LOW-LEVEL STRAINER - ENGIN...EQUIPMENT		560.50
NOZZLES FOR ENGINE 3	EQUIPMENT	4,408.00
<b>Fund 225 - MUTUAL FIRE Total:</b>		<b>4,968.50</b>
<b>Vendor 10127 - SANDRY FIRE SUPPLY Total:</b>		<b>4,968.50</b>
<b>Vendor: 00841 - SCB COUNTY</b>		
<b>Fund: 111 - GENERAL</b>		
PERMITS: 2023-20P & 2023-2...	CONTRACTUAL SERVICES	125.00
<b>Fund 111 - GENERAL Total:</b>		<b>125.00</b>
<b>Vendor 00841 - SCB COUNTY Total:</b>		<b>125.00</b>
<b>Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	375.00
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>375.00</b>
<b>Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:</b>		<b>375.00</b>
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 212 - STREETS</b>		
THERMOPLASTIC TAPE - ARR...	STREET REPAIR SUPPLIES	9,513.65
<b>Fund 212 - STREETS Total:</b>		<b>9,513.65</b>
<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>		<b>9,513.65</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>		
<b>Fund: 631 - WASTEWATER</b>		
BUILDING MAINT	BUILDING MAINTENANCE	1,033.55
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,033.55</b>
<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>		<b>1,033.55</b>
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	108.00
<b>Fund 641 - WATER Total:</b>		<b>108.00</b>
<b>Vendor 00054 - STATE HEALTH LAB Total:</b>		<b>108.00</b>
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	420.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	735.00
<b>Fund 111 - GENERAL Total:</b>		<b>1,155.00</b>
<b>Vendor 01235 - STATE OF NE. Total:</b>		<b>1,155.00</b>
<b>Vendor: 00608 - STATE PATROL</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	2,205.00
<b>Fund 111 - GENERAL Total:</b>		<b>2,205.00</b>
<b>Vendor 00608 - STATE PATROL Total:</b>		<b>2,205.00</b>
<b>Vendor: 10139 - TITAN MACHINERY, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	544.61

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Description (Payable)	Account Name	Amount
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	7.60
		Fund 111 - GENERAL Total: 552.21
		Vendor 10139 - TITAN MACHINERY, INC. Total: 552.21
<b>Vendor: 10383 - U AND U TRUCKING LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
		Fund 621 - ENVIRONMENTAL SERVICES Total: 1,102.00
		Vendor 10383 - U AND U TRUCKING LLC Total: 1,102.00
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
RETIREMENT	REGULAR RETIRE EE PAY	9,109.74
RETIREMENT	REGULAR RETIRE EE PAY	9,919.70
RETIREMENT	DEFERRED COMP EE PAY	1,925.00
RETIREMENT	DEFERRED COMP EE PAY	176.40
RETIREMENT	DEFERRED COMP EE PAY	802.62
RETIREMENT	RETIRE FIRE EE PAYABLE	5,801.58
RETIREMENT	RETIRE FIRE EE PAYABLE	3,124.42
RETIREMENT	RETIRE POLICE EE PAY	7,292.55
RETIREMENT	RETIRE POLICE EE PAY	7,956.71
		Fund 713 - CASH & INVESTMENT POOL Total: 46,108.72
		Vendor 09865 - UNION BANK & TRUST Total: 46,108.72
<b>Vendor: 08828 - US BANK</b>		
<b>Fund: 111 - GENERAL</b>		
Coll.	COLLECTIONS	19.96
Coll.	COLLECTIONS	12.49
MEMBERSHIP DUES 2024 - C...	MEMBERSHIPS	244.00
GLUCOSE METER KIT	DEPARTMENT SUPPLIES	33.84
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	899.00
SHIPPING GAUGE FOR CALIB...	POSTAGE	15.12
Coll.	COLLECTIONS	11.98
Coll.	COLLECTIONS	26.40
Prgmg.	PROGRAMMING	37.98
POSTAGE-PD	POSTAGE	17.85
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	51.69
MEDICAL SUPPLIES FOR TOW...	DEPARTMENT SUPPLIES	300.03
Sch. & Conf.	SCHOOL & CONFERENCE	200.00
Coll.	COLLECTIONS	235.28
Coll.	COLLECTIONS	810.52
POSTAGE-PD	POSTAGE	17.85
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	406.73
Dep. Sup.	DEPARTMENT SUPPLIES	53.99
SHIPPING RESCUE ROPES TO ...	POSTAGE	16.89
SCHOOL & CONF CITY MANAG...	SCHOOL & CONFERENCE	469.00
Star-Herald monthly digital su...	PUBLICATIONS	10.99
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	96.77
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	96.77
MEMBERSHIP FIRE	MEMBERSHIPS	25.00
CALIBRATION OF PRESSURE G...	DEPARTMENT SUPPLIES	195.07
FUEL TRAVEL TO KEARNEY - K...	GASOLINE	34.01
HOTEL FOR FIRE INSTRUCTOR ...	SCHOOL & CONFERENCE	370.35
Bldg. Main.	BUILDING MAINTENANCE	25.70
MEMBERSHIP-PD	MEMBERSHIPS	100.00
Dep. Sup.	DEPARTMENT SUPPLIES	22.22
Sbscrp.	SUBSCRIPTIONS	41.40
Prgmg.	PROGRAMMING	114.85
SCHIOOL & CONF CITY CLERK	SCHOOL & CONFERENCE	273.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	39.50
FUEL FOR TRAVEL TO BELLEV...	GASOLINE	46.00

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Description (Payable)	Account Name	Amount
Equip. Main.	EQUIPMENT MAINTENANCE	88.99
TRAVEL FROM FIRE INSTRUCT...	GASOLINE	47.50
HOTEL FOR FIRE INSTRUCTOR I...	SCHOOL & CONFERENCE	274.74
Prgmg.	PROGRAMMING	14.00
POSTAGE-PD	POSTAGE	71.40
REGISTRATION FOR TECH RES...	SCHOOL & CONFERENCE	1,000.00
Dep. Sup.	DEPARTMENT SUPPLIES	27.99
Dep. Sup.	DEPARTMENT SUPPLIES	84.47
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	779.00
TESTING PERMITTING SOFTW...	DEPARTMENT SUPPLIES	15.45
TESTING PERMITTING SOFTW...	DEPARTMENT SUPPLIES	30.90
DEPT SUPP PARK	DEPARTMENT SUPPLIES	39.98
TESTING PERMITTING SOFTW...	DEPARTMENT SUPPLIES	-15.45
Dep. Sup.	DEPARTMENT SUPPLIES	64.93
SCHOOL & CONF CM	SCHOOL & CONFERENCE	486.41
SCHOOL & CONF CM	SCHOOL & CONFERENCE	186.49
MEMBERSHIP-PD	MEMBERSHIPS	130.00
Coll.	COLLECTIONS	12.17
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	33.99
MEDICAL SUPPLIES	DEPARTMENT SUPPLIES	118.08
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	191.10
DEPT SUPP FIRE	DEPARTMENT SUPPLIES	43.00
POSTAGE - MUNOZ EMT PACK...	POSTAGE	8.45
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	35.97
DEPT SUPP FIRE	DEPARTMENT SUPPLIES	69.41
SCHOOL & CONF FIRE	SCHOOL & CONFERENCE	251.89
DEPT SUPP FIRE	DEPARTMENT SUPPLIES	39.97
Prgmg.	PROGRAMMING	539.99
TESTING PERMITTING SOFTW...	DEPARTMENT SUPPLIES	-30.90
<b>Fund 111 - GENERAL Total:</b>		<b>10,012.15</b>
<b>Fund: 212 - STREETS</b>		
SUPP - PAPER, LOGITECH	DEPARTMENT SUPPLIES	82.76
<b>Fund 212 - STREETS Total:</b>		<b>82.76</b>
<b>Fund: 213 - CEMETERY</b>		
SCHOOL & CONF CEM	SCHOOL & CONFERENCE	-115.00
<b>Fund 213 - CEMETERY Total:</b>		<b>-115.00</b>
<b>Fund: 218 - PUBLIC SAFETY</b>		
CIP-BODY CAMS-PD	DEPARTMENT SUPPLIES	679.87
CIP-BODY CAMS-PD	DEPARTMENT SUPPLIES	249.95
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>929.82</b>
<b>Fund: 631 - WASTEWATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	95.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>95.00</b>
<b>Fund: 641 - WATER</b>		
ADOBE PRO - WATER DEPT (VI...	DEPARTMENT SUPPLIES	155.74
DEPT SUP	DEPARTMENT SUPPLIES	327.23
<b>Fund 641 - WATER Total:</b>		<b>482.97</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monitor Mounts for GIS	DEPARTMENT SUPPLIES	109.99
<b>Fund 721 - GIS SERVICES Total:</b>		<b>109.99</b>
<b>Vendor 08828 - US BANK Total:</b>		<b>11,597.69</b>
<b>Vendor: 01544 - VAN PELT FENCING CO, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	27.50
<b>Fund 631 - WASTEWATER Total:</b>		<b>27.50</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	27.50
		<b>Fund 641 - WATER Total:</b>
		<b>27.50</b>
<b>Vendor 01544 - VAN PELT FENCING CO, INC Total:</b>		
<b>55.00</b>		
 <b>Vendor: 00022 - WALMART</b>		
<b>Fund: 111 - GENERAL</b>		
Prgmg.	PROGRAMMING	38.58
LAUNDRY AND DISH DETERGE...	DEPARTMENT SUPPLIES	132.93
DEPT SUPPL/VEH MAINT-PD	DEPARTMENT SUPPLIES	7.28
DEPT SUPPL/VEH MAINT-PD	VEHICLE MAINTENANCE	122.07
Prgmg.	PROGRAMMING	43.73
		<b>Fund 111 - GENERAL Total:</b>
		<b>344.59</b>
<b>Fund: 215 - SPECIAL PROJECTS</b>		
CAR SEATS-PD	DEPARTMENT SUPPLIES	118.00
		<b>Fund 215 - SPECIAL PROJECTS Total:</b>
		<b>118.00</b>
<b>Vendor 00022 - WALMART Total:</b>		
<b>462.59</b>		
 <b>Vendor: 02378 - WESTERN SURETY COMPANY</b>		
<b>Fund: 225 - MUTUAL FIRE</b>		
ENGINE 3 TITLE BOND	EQUIPMENT	2,812.50
		<b>Fund 225 - MUTUAL FIRE Total:</b>
		<b>2,812.50</b>
<b>Vendor 02378 - WESTERN SURETY COMPANY Total:</b>		
<b>2,812.50</b>		
 <b>Vendor: 08851 - WHITING SIGNS</b>		
<b>Fund: 225 - MUTUAL FIRE</b>		
DECALS FOR ENGINE 3	EQUIPMENT	1,045.00
		<b>Fund 225 - MUTUAL FIRE Total:</b>
		<b>1,045.00</b>
<b>Vendor 08851 - WHITING SIGNS Total:</b>		
<b>1,045.00</b>		
 <b>Vendor: 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC</b>		
<b>Fund: 212 - STREETS</b>		
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES	205.80
		<b>Fund 212 - STREETS Total:</b>
		<b>205.80</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	316.89
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>316.89</b>
<b>Vendor 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC Total:</b>		
<b>522.69</b>		
 <b>Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	41.08
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2.36
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	62.01
DEPT SUPP PARK	DEPARTMENT SUPPLIES	18.27
		<b>Fund 111 - GENERAL Total:</b>
		<b>123.72</b>
<b>Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:</b>		
<b>123.72</b>		
		<b>Grand Total:</b>
		<b>352,135.34</b>

## Report Summary

### Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	53,958.06	0.00
212 - STREETS	18,062.40	0.00
213 - CEMETERY	344.32	0.00
215 - SPECIAL PROJECTS	118.00	0.00
218 - PUBLIC SAFETY	1,304.82	0.00
224 - ECONOMIC DEVELOPMENT	0.47	0.00
225 - MUTUAL FIRE	8,826.00	0.00
411 - CDBG	4,949.90	0.00
621 - ENVIRONMENTAL SERVICES	3,047.79	0.00
631 - WASTEWATER	29,333.71	0.00
641 - WATER	36,989.20	0.00
661 - STORMWATER	28.59	0.00
713 - CASH & INVESTMENT POOL	134,193.87	134,193.87
721 - GIS SERVICES	110.46	0.00
812 - HEALTH INSURANCE	60,867.75	17,305.20
<b>Grand Total:</b>	<b>352,135.34</b>	<b>151,499.07</b>

### Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	76.50	0.00
111-52111-116	DEPARTMENT SUPPLIES	17.49	0.00
111-52111-121	DEPARTMENT SUPPLIES	0.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	982.31	0.00
111-52111-142	DEPARTMENT SUPPLIES	869.17	0.00
111-52111-151	DEPARTMENT SUPPLIES	265.60	0.00
111-52111-171	DEPARTMENT SUPPLIES	5,115.49	0.00
111-52134-172	SPECIAL EVENTS	3,935.72	0.00
111-52163-142	INVESTIGATIVE EXPENSES	990.19	0.00
111-52181-142	UNIFORMS & CLOTHING	22.50	0.00
111-52211-121	PUBLICATIONS	10.99	0.00
111-52211-141	PUBLICATIONS	-89.96	0.00
111-52211-142	PUBLICATIONS	-89.96	0.00
111-52222-151	COLLECTIONS	1,128.80	0.00
111-52223-151	PROGRAMMING	789.13	0.00
111-52225-151	SUBSCRIPTIONS	41.40	0.00
111-52311-112	MEMBERSHIPS	244.00	0.00
111-52311-141	MEMBERSHIPS	50.00	0.00
111-52311-142	MEMBERSHIPS	230.00	0.00
111-52411-141	POSTAGE	40.46	0.00
111-52411-142	POSTAGE	107.10	0.00
111-52511-141	GASOLINE	127.51	0.00
111-53111-111	CONTRACTUAL SERVICES	1,314.00	0.00
111-53111-116	CONTRACTUAL SERVICES	4,323.50	0.00
111-53111-121	CONTRACTUAL SERVICES	125.00	0.00
111-53111-142	CONTRACTUAL SERVICES	9,425.25	0.00
111-53111-151	CONTRACTUAL SERVICES	246.24	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53121-112	CONSULTING SERVICES	200.00	0.00
111-53121-142	CONSULTING SERVICES	35.00	0.00
111-53161-115	LEGAL PUBLICATIONS	632.43	0.00
111-53161-121	LEGAL PUBLICATIONS	112.26	0.00
111-53161-142	LEGAL PUBLICATIONS	194.13	0.00
111-53161-151	LEGAL PUBLICATIONS	13.95	0.00
111-53161-171	LEGAL PUBLICATIONS	17.06	0.00
111-53421-141	BUILDING MAINTENANCE	36.25	0.00
111-53421-142	BUILDING MAINTENANCE	868.25	0.00
111-53421-151	BUILDING MAINTENANCE	25.70	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-171	BUILDING MAINTENANCE	413.69	0.00
111-53441-111	EQUIPMENT MAINTENA...	704.98	0.00
111-53441-142	EQUIPMENT MAINTENA...	382.36	0.00
111-53441-151	EQUIPMENT MAINTENA...	1,199.99	0.00
111-53441-171	EQUIPMENT MAINTENA...	5,710.67	0.00
111-53451-142	VEHICLE MAINTENANCE	560.85	0.00
111-53451-171	VEHICLE MAINTENANCE	88.35	0.00
111-53471-171	GROUNDS MAINTENAN...	678.88	0.00
111-53521-111	HEATING FUEL	477.00	0.00
111-53521-141	HEATING FUEL	397.62	0.00
111-53521-142	HEATING FUEL	508.17	0.00
111-53521-151	HEATING FUEL	517.53	0.00
111-53521-171	HEATING FUEL	648.35	0.00
111-53521-172	HEATING FUEL	159.48	0.00
111-53561-111	PHONE & INTERNET	3.29	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00
111-53561-114	PHONE & INTERNET	0.47	0.00
111-53561-115	PHONE & INTERNET	0.47	0.00
111-53561-121	PHONE & INTERNET	2.35	0.00
111-53561-141	PHONE & INTERNET	4.15	0.00
111-53561-142	PHONE & INTERNET	1,511.51	0.00
111-53561-151	PHONE & INTERNET	6.30	0.00
111-53561-171	PHONE & INTERNET	2.91	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53711-114	SCHOOL & CONFERENCE	1,141.90	0.00
111-53711-115	SCHOOL & CONFERENCE	273.00	0.00
111-53711-141	SCHOOL & CONFERENCE	1,896.98	0.00
111-53711-142	SCHOOL & CONFERENCE	2,127.64	0.00
111-53711-151	SCHOOL & CONFERENCE	200.00	0.00
111-53811-115	BONDING	875.00	0.00
111-53913-112	RECRUITMENT	27.42	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,607.09	0.00
212-52171-212	STREET REPAIR SUPPLIES	9,513.65	0.00
212-53111-212	CONTRACTUAL SERVICES	200.02	0.00
212-53421-212	BUILDING MAINTENANCE	217.26	0.00
212-53441-212	EQUIPMENT MAINTENA...	3,194.15	0.00
212-53451-212	VEHICLE MAINTENANCE	1,220.21	0.00
212-53521-212	HEATING FUEL	2,103.44	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
213-52999-213	MISCELLANEOUS	300.00	0.00
213-53111-213	CONTRACTUAL SERVICES	137.50	0.00
213-53441-213	EQUIPMENT MAINTENA...	20.88	0.00
213-53561-213	PHONE & INTERNET	0.94	0.00
213-53711-213	SCHOOL & CONFERENCE	-115.00	0.00
215-52111-142	DEPARTMENT SUPPLIES	118.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	1,304.82	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
225-54411-141	EQUIPMENT	8,826.00	0.00
411-54991-411	GRANT EXPENSE	4,949.90	0.00
621-52111-621	DEPARTMENT SUPPLIES	707.09	0.00
621-53111-621	CONTRACTUAL SERVICES	1,182.26	0.00
621-53441-621	EQUIPMENT MAINTENA...	424.88	0.00
621-53521-621	HEATING FUEL	729.44	0.00
621-53561-621	PHONE & INTERNET	4.12	0.00
631-52111-631	DEPARTMENT SUPPLIES	138.30	0.00
631-53111-631	CONTRACTUAL SERVICES	225.75	0.00
631-53421-631	BUILDING MAINTENANCE	1,033.55	0.00
631-53441-631	EQUIPMENT MAINTENA...	4.76	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
631-53531-631	ELECTRIC POWER	16,152.21	0.00
631-53561-631	PHONE & INTERNET	4.14	0.00
631-53711-631	SCHOOL & CONFERENCE	95.00	0.00
631-54411-631	EQUIPMENT	11,680.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	699.68	0.00
641-52117-641	SAMPLES	424.00	0.00
641-52411-641	POSTAGE	27.85	0.00
641-52611-641	CHEMICALS	3,462.06	0.00
641-53111-641	CONTRACTUAL SERVICES	187.75	0.00
641-53161-641	LEGAL PUBLICATIONS	82.61	0.00
641-53521-641	HEATING FUEL	162.61	0.00
641-53531-641	ELECTRIC POWER	6,945.55	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-54411-641	EQUIPMENT	24,995.20	0.00
661-53111-661	CONTRACTUAL SERVICES	27.50	0.00
661-53561-661	PHONE & INTERNET	1.09	0.00
713-21512	MEDICARE W/H EE PAY...	9,821.82	9,821.82
713-21513	FICA W/H EE PAYABLE	36,165.44	36,165.44
713-21514	FED W/H EE PAYABLE	31,500.86	31,500.86
713-21524	SMEC EE PAYABLE	120.50	120.50
713-21528	REGULAR RETIRE EE PAY	19,029.44	19,029.44
713-21529	DEFERRED COMP EE PAY	2,904.02	2,904.02
713-21531	RETIRE FIRE EE PAYABLE	8,926.00	8,926.00
713-21533	RETIRE POLICE EE PAY	15,249.26	15,249.26
713-21541	HSA EE PAYABLE	10,476.53	10,476.53
721-52111-721	DEPARTMENT SUPPLIES	109.99	0.00
721-53561-721	PHONE & INTERNET	0.47	0.00
812-53861-112	PREMIUM EXPENSE	43,562.55	0.00
812-53862-112	CLAIMS EXPENSE	17,305.20	17,305.20
	<b>Grand Total:</b>	<b>352,135.34</b>	<b>151,499.07</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	351,641.25	151,499.07
2122852111	118.00	0.00
21852111142	375.00	0.00
6002053561	1.09	0.00
	<b>Grand Total:</b>	<b>352,135.34</b>



UB REFUNDS 3-4-24

Account #	Contact	Service Address	Refund Amount
075-0365-03	ERICA MARTINEZ	611 E 11TH SCOTTSBLUFF NE 69361	61.08
1			\$61.08

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing set for this date at 6:00 p.m. to receive information on the Class YK Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

**Agenda Statement**

Item No.

For meeting of: March 4, 2024

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class YK Liquor License application from Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, 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.

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**EXHIBITS**

Resolution     Ordinance     Contract     Minutes     Plan/Map

Other (specify)     Application, Memorandums, Exhibits

- Exhibit #1 – Application of Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.
- Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022
- Exhibit #3 – Written Statement of Police Chief
- Exhibit #4 – Written Statement of City Clerk
- Exhibit #5 – Written Statement of Development Services

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**NOTIFICATION LIST:** Yes  No  Further Instructions

Ryan Massey  
230977 County Road J  
Scottsbluff, NE 69361

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

---

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST FARM WINERY Exhibit #1**

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: 4K

License Number: 126264



Office Use Only

NEW  REPLACING

Hot List: Yes / No

TOP: Yes / No  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 Papa Moon Vineyards + Winery LLC

TRADE (DBA) NAME Papa Moon Ciders

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Ryan Massey 308-631-8380

CONTACT EMAIL ADDRESS Ryan @ papamoon vineyards.com

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$650</u> - RCPT	
RECEIVED: _____	
DATE DEPOSITED <u>1-31-24</u>	

FORM 126  
REV 12/9/2022  
PAGE 1



1. Application fee of \$400 plus license fee \$250 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission Total \$650

~~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 enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.

~~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 guideline 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".

~~no 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.

~~9.~~ Copy of Federal Basic Permit issued by Alcohol and Tobacco Tax and Trade Bureau (TTB)

10. Alcoholic Liquor Tax Bond, \$1,000 minimum including the Power of Attorney documentation (Form 115)

N. Name and phone number of Wine Maker Ryan Massey 308-631-8380

**FOR CLASS MADE**

Term of license runs from May 1 – April 30  
Catering license (K) expires same as farm winery license

Class Y Farm Winery Application fee \$400 plus licensee fee \$250 (non refundable)  
Total \$650 (checks payable to Nebraska Liquor Control Commission)  
\*Do you intend to sale cocktails to go as allowed under Neb Rev Statute 53-123.011(i) YES \_\_\_\_\_ NO \_\_\_\_\_

Class K Catering endorsement (Submit Form 106)

Copy of Federal Basic Permit

Alcoholic Liquor Tax Bond minimum of \$1,000 (form 115 may be used)

Term of license runs from May 1 – April 30  
Catering license (K) expires same as farm winery license

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


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

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

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

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

<p><b>DEPARTMENT OF THE TREASURY – ALCOHOL AND TOBACCO TAX AND TRADE BUREAU</b></p> <p><b>BASIC PERMIT</b></p> <p>(Under Federal Alcohol Administration Act)</p>	<p>1. PERMIT NUMBER NE-W-21024</p> <hr/> <p>2. DATE OF PERMIT 02/16/2023</p> <hr/> <p>3. REGISTRY NUMBER (if applicable) BWN-NE-21008</p> <hr/> <p>4. DATE OF APPLICATION FOR AMENDMENT 04/17/2023</p>
<p>5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)</p> <p>PAPA MOON VINEYARDS &amp; WINERY, LLC</p> <p>DBA:PAPA MOON CIDERS</p> <p>230975 COUNTRY ROAD J SCOTTSBLUFF, NE 69361</p>	
<p>6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)</p>	

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:


- a.  Distilled Spirits -  distiller  rectifier (processor)  warehouseman and/or  warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified,
- b.  Wine -  producer and blender  blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended,
- c.  Importer - importing into the United States the following alcoholic beverages:  
while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported,
- d.  Wholesaler – Purchasing for resale at wholesale the following alcoholic beverages:  
while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so Purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO FIELD OFFICE WITHOUT DELAY.

THIS IS AN	<input type="checkbox"/>	ORIGINAL PERMIT
REASON FOR AMENDMENT	<input checked="" type="checkbox"/>	AMENDED PERMIT
See Attached		DATE OF AMENDMENT
		05/16/2023
SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL		
		Specialist

TTB F 5170.2 (1/2005)

**AUTHORIZED TRADE NAMES**

\*Used for Contract Bottling or Packaging/Branding Purposes

PERMIT NUMBER: NE-W-21024

REGISTRY NUMBER: BWN-NE-21008

TYPE

TRADE NAME

---

**REASON FOR AMENDMENT**

Add or Remove Non-Contiguous Premises  
Change in Doing Business As/Operating Name



The TTB has allowed us to add second location as "non-contiguous premise" I have included documentation stating such if questions arise from TTB Basic permit

GN Making Life Sound Better

Smart Hearing



## Industry Member Information

Report Date: 12/11/2023 5:49:29PM

**Original Application** 04/17/2023  
**Submitted Date**

**Original Application Tracking Number** 2023-WINE-00414-A  
**Application Type** Amended Application for Winery  
**Application Status** Approved  
**EIN** 92-1285922  
**Company Name** Papa Moon Vineyards & Winery, LLC  
**Premises Address** 230975 COUNTRY ROAD J  
SCOTTSBLUFF, SCOTTSBLUFF NE 69361  
**Premise Contact Name**  
**Premise Phone Number**

### Application Contact

**Full Name** Ryan E Massey  
**Business Name**  
**Address/City/State/Zip** 230977 Cr J  
Scottsbluff NE 69361  
**Phone/Fax** 308-631-8380/--  
**Email** Ryan@papamoonvineyards.com

### Mailing Address

**Full Name**  
**Business Name**  
**Address/City/State/Zip**  
  
**Phone/Fax** --/--  
**Email**

### APPLICATION TYPE

Bonded Winery - Full Operations CHECKED

### DBA/OPERATING NAME

Doing Business As / Operating Name Papa Moon Ciders

By checking this box I certify that the Doing Business As / Operating Name listed above has been registered with my county or state, if applicable CHECKED

### DECLARE AND ACKNOWLEDGE

\*\* SENSITIVE BUT UNCLASSIFIED \*\* FOR OFFICIAL USE ONLY

I declare under penalties of perjury under the laws of the United States of America, that I have examined this application, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete. CHECKED

Declaration Date 04/17/2023

**ENTITY INFORMATION**

Business Name Papa Moon Vineyards & Winery, LLC

EIN 92-1285922

**OWNER BACKGROUND INFORMATION**

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director voting stock ever been denied a permit, license, or other authorization to engage in any business to manufacture, distribute, import, sell, or use alcohol products (beverage or non-beverage) by any government agency (federal, state, local, or foreign) or had such a permit, license, or other authorization revoked, suspended, or otherwise terminated? No

Has any any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been arrested for, charged with, or convicted of any crime under federal, state, or foreign laws other than traffic violations or convictions that are not felonies under federal or state law? No

**PERMIT AND REGISTRATION INFO**

Registry Number BWN-NE-21008

**REASON FOR THE AMENDMENT**

Are you adding or removing a non-contiguous premises? CHECKED

Are you changing your Doing Business As/Operating Name? CHECKED

**WINERY INFORMATION**

Describe your proposed operation and/or production process To make still and carbonated wines from fruit.

List the types of products you plan to produce/store, including alcohol content Grape wines still and carbonated with alcohol content rangin from 6%-16%  
Apple wines Still and carbonated (Ciders) made with alcohol content ranging from 5%-10%  
Honey Wine still and carbonated with alcohol content rangin from 6%-18%

Total number of gallons you anticipate producing/storing each year 5000

I certify that I AM NOT required to provide a bond CHECKED

**\*\* SENSITIVE BUT UNCLASSIFIED \*\* FOR OFFICIAL USE ONLY**

Describe the entire tract of land by using directions and distances in feet and inches

A part of the East Half of the Northeast Quarter (E1/2NE1/4) of Section 18, Township 22 North, Range 54 West of the 6th Principle Meridian, Scotts Bluff County, Nebraska

Describe each wine premises building: provide size (using distances and directions), construction, use of building, and location of doors and windows

The wine premises consist of 1 building located approximately 500' south of County Road J and can be accessed via the private drive. The building is single level and constructed of wood with a poured concrete floor. The building is 34.25' x 42.3'. It was a farm outbuilding that has been converted into a production facility. The structure has 2 doors and patio on the south side and two windows, and a door on the east side. Overhead door on the north west side as well as a glass overhead door on the south west side. The structure is used for production, tasting, bottling, and storage of equipment and inventory.

There is also a storage building located 100 feet East of the tasting and production facility. This building is steel construction 26' x 26' with a door and window on the east side of the building on the northern end.

Describe the wine premises security

Locking doors at every access point. Security cameras throughout the inside and outside of the building with remote data storage. Clearly posted signage for access points for public and private areas.

Is your winery in a residential building?

No

Describe where and how any taxpaid wine will be stored and identified

Taxpaid wine, if applicable, will be boxed, labeled as such, and stored in a designated compartment under the counter in the tasting room, while untaxpaid wine will be boxed, labeled as such, and stored on designated shelving in the production area, which occupies the west half of the building

Will you be alternating?

No

Describe any part of your process that will include the addition of spirits

N/A

Describe any other operations that will take place on the premises and what type of equipment will be used

none

If you are producing a volatile fruit-flavor concentrate provide a step by step description of your process.

none

If you are applying as a bonded wine cellar or taxpaid wine bottling house, may TTB identify you as such to the general public upon request?

Not Applicable

**NON-CONTIGUOUS LOCATIONS**

Non-contiguous Location Address

3109 Ave B  
Scottsbluff, Nebraska 69361

**\*\* SENSITIVE BUT UNCLASSIFIED \*\* FOR OFFICIAL USE ONLY**

Description of Non-contiguous Location

This location consists of a wood built, steel sided building roughly 100 feet long by 50 feet wide with an attached steel framed 90x100 building with another 100x100 greenhouse. The main entrance is on the west side of the building, it is a double glass door with windows facing the west. Another entrance for the building is located on the northwest, south west, and east o the building. There are garage doors located on the north east and south east sides of the buildings.. Windows also line the buildings on the north side.  
Wine production will take place in the south east corner of the steel built building. The wine production area will be blocked off from the retail area and is approximately 54 x 64.

Driving distance from the primary premises (in miles) 3.2

Description of proposed Operation(s)

This location will serve as additional production space as well a retail for the public.

**REQUIRED DOCUMENT CHECKLIST**

Document Type	Lease Agreement or Proof of Property Ownership
Method of Submission	Uploaded
Document Received	undefined
Document Type	Diagram
Method of Submission	Uploaded
Document Received	undefined

**\*\* SENSITIVE BUT UNCLASSIFIED \*\* FOR OFFICIAL USE ONLY**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Farm Winery

bond with bond number 66911338

for Papa Moon Vineyards and Winery LLC

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

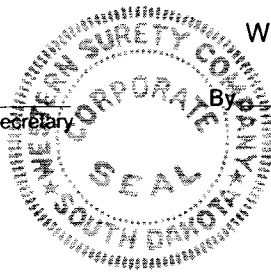
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 8th day of January, 2024.

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

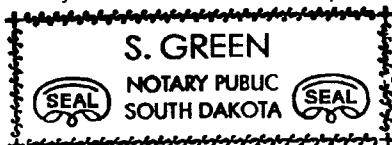
Larry Kasten  
Larry Kasten, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 8th day of January, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green  
Notary Public

My Commission Expires February 12, 2027

Notary Public

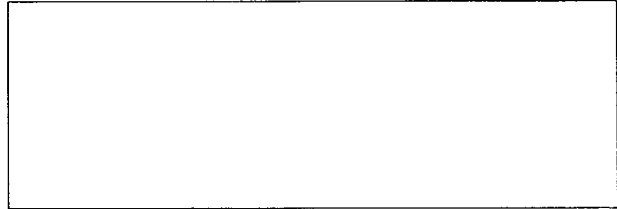
To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



ALCOHOLIC LIQUOR TAX BOND

Effective Date: January 8th, 2024

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



KNOW ALL MEN BY THESE PRESENTS:

That we, Papa Moon Vineyards and Winery LLC of the County of Scotts Bluff, State of Nebraska as Principal of WESTERN SURETY COMPANY, and duly licensed to transact the business of surety insurance in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska, and the City (Village) of Scottsbluff in Scotts Bluff County, Nebraska, and the Nebraska Liquor Control Commission and each of them jointly or severally, in the penal sum of One Thousand and 00/100 DOLLARS (\$ 1,000.00 ) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

The condition of this obligation is such that,

WHEREAS, the said Papa Moon Vineyards and Winery LLC has made application under the Nebraska Liquor Control Commission Act for the following license(s) check each that apply:

- Class L-Craft Brewery
Class W-Wholesale Beer
Class V-Manufacturer (beer, wine, spirits)
X Class Y-Farm Winery
Class X-Wholesale Liquor
Class Z-Micro Distillery

NOW, THEREFORE, upon application for such license and continuing after the issuance of the same to the said principal above named, if the said principal hereinabove named shall faithfully perform all the terms and conditions of said license(s), and shall promptly account for and pay to the proper authorities all lawful taxes, fees, assessments that have accrued during the term of said license or licenses, and all fines, penalties and costs which shall become due from or shall be levied, charges or adjudged against said principal on account of defaults occurring during the entire effective period of this bond, under the provisions of said Act by said Commission, or any court or other lawful authority; and shall truly and faithfully comply as such licensee with all of the provisions of said Act of the Legislature and all future Nebraska Liquor Control laws which may be enacted during the term of such license or licenses, and shall truly and faithfully comply with all lawful rules and regulations of said Commission, and said City (Village) during the term of said license or licenses, then this obligation shall be null and void.

OTHERWISE, to be and remain in full force and effect;

This Bond shall run concurrently with the term of said license or licenses granted to the principal, and shall remain in full force and effect for any renewal thereof, provided, however, that the penalty of the Bond may not be cumulative from year to year, and the total aggregate liability of the surety shall not exceed \$ 1,000.00, regardless of the number of claims made under this Bond and the number of years this Bond remain in effect.

The surety may cancel this Bond by providing 60 days prior written notice of such cancellation to the Nebraska Liquor Control Commission, but the surety providing such notice shall not be discharged from any liability already accrued under this Bond or which shall accrue under this Bond before expiration of said 60 day period. Upon cancellation of this Bond, the surety shall be relieved of liability accruing after the effective date of cancellation, and the rights of the principal under such license, as is supported by said Bond, shall be cancelled and terminated on the date specified, unless the principal provides a sufficient replacement Bond.

This Bond shall be effective during all proceedings involving the application for license under the Nebraska Liquor Control Act for Alcoholic Liquor and/or Beer license and upon issuance of said license this Bond shall continue until cancelled as set forth hereinabove.

This Bond has been given Bond number 66911338

**PRINCIPAL**

IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officer this date: 1/10/24 A.D.

*Ryan Masses*  
SIGNATURE  
Ryan Masses  
PRINT NAME HERE

*Molly M McGhehey*  
WITNESS SIGNATURE  
Molly M McGhehey  
PRINT NAME HERE

**SURETY COMPANY**

IN TESTIMONY, WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized office and its corporate seal to be hereunto affixed this date:

January, 2024 A.D. 2024

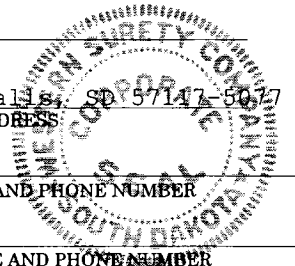
*Larry Kasten*  
SIGNATURE for Attorney-in-Fact FOR Surety Company  
Larry Kasten, Vice President  
PRINT NAME HERE

WESTERN SURETY COMPANY  
SURETY COMPANY NAME

P. O. Box 5077, Sioux Falls, SD 57117-5077  
SURETY COMPANY MAILING ADDRESS

800-331-6053  
SURETY COMPANY AREA CODE AND PHONE NUMBER

(308) 635-2023  
INSURANCE PRODUCER'S AREA CODE AND PHONE NUMBER



**NOTICE**

Bond will not be accepted unless properly signed by applicant, whose signature shall be witnessed. It is also necessary that all Bonds be signed by an official or agent of the Bonding Company who holds and unexpired power-of-attorney from the Bonding Company and unexpired Nebraska liquor license as insurance producer for said company. An additional requirement is attachment of the seal of the Bonding Company and, if applicant is a corporation, their seal should also be attached.

**PREMISES INFORMATION**

Trade Name (doing business as) Papa Moon Ciders  
Street Address 3109 <sup>Avenue</sup> Ave B +4350  
City Scottsbluff County Scottsbluff 21 Zip Code 69361  
Premises Telephone number 970-281-7551  
Business e-mail address Info @ papamoonvineyards.com  
Is this location inside the city/village corporate limits YES  NO

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

Check if same as premises

Name Papa Moon Ciders  
Street Address 3109 <sup>Avenue</sup> Ave B +4350  
City Scottsbluff State Nebraska Zip Code 69361

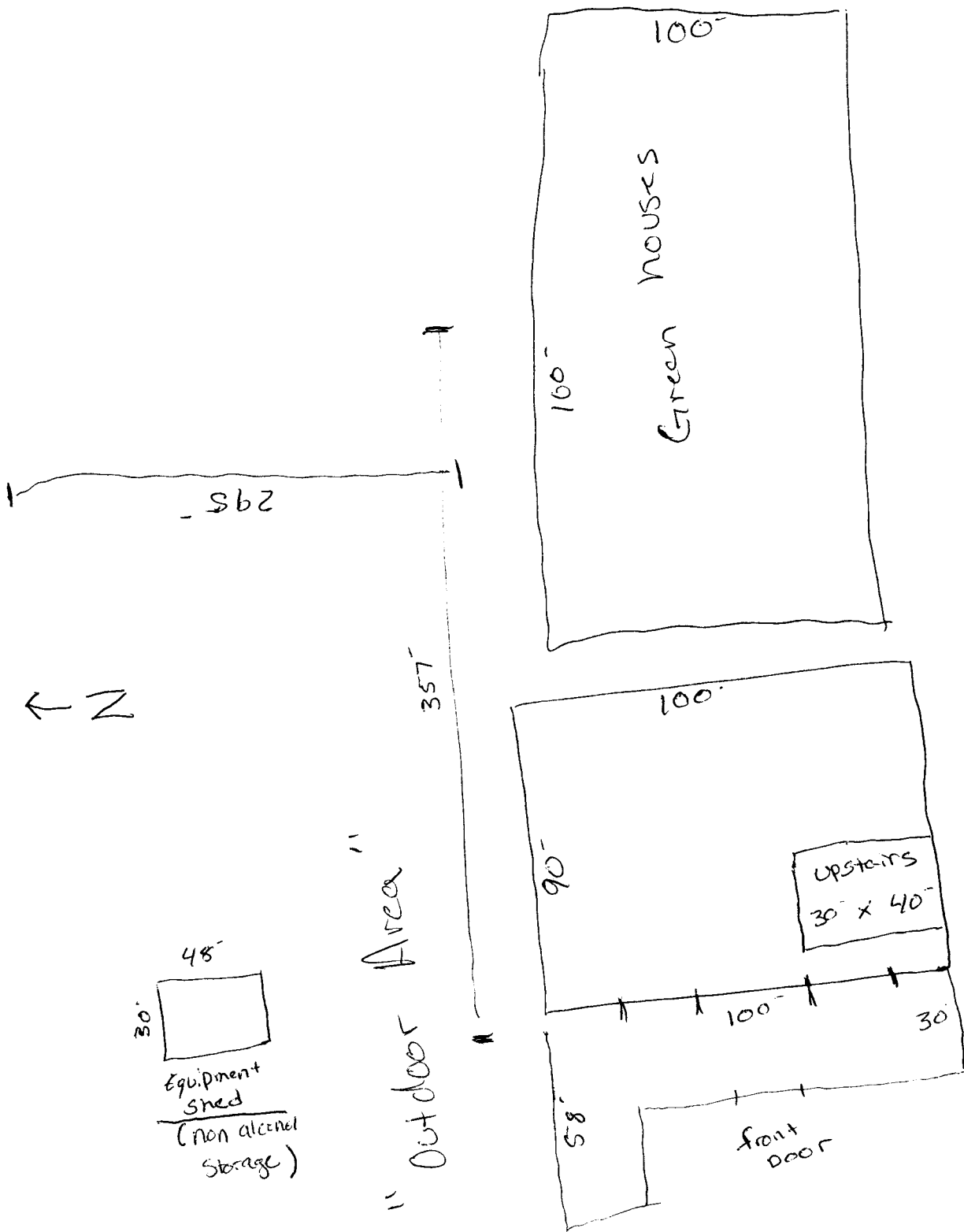
**DESCRIPTION AND DIMENSIONS OF THE AREA TO BE LICENSED**

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

Building length 220 x width 100 in feet  
Is there a basement? Yes  No  If yes, length      x width      in feet  
Is there an outdoor area? Yes  No  If yes, length 295 x width 357 in feet  
\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing  
Number of floors of the building 2 Second floor approx 30' x 40'

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





Entire property fenced in  
with 8 foot fence

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

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

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

YES  NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  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  NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
  - a) Submit a copy of the business purchase agreement
  - b) Submit a list of the furniture, fixtures and equipment

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

YES  NO

If yes, list the lender(s) Platte Valley Bank

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

YES  NO

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

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

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

Platte Valley Bank 1212 Circle Dr. Seb, NE 68361 - Ryan, Katlyn,

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. <sup>Jim</sup> Trevor Massey

Current - Papa Moon Vineyards + Winery 230975 CR J  
Scottsbluff, NE 68361 125858, 125526

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)
Ryan Massey	6/22	TIPS

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Ryan Massey/owner	2012	Papa moon. Scottsbluff, NE
Trevor Massey/owner	2012	" "
James Massey/owner	2012	" "

13. If the property for which this license is sought 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 name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed (Included with attachments)  
 Purchase Agreement

14. When do you intend to open for business? February 2024

15. What will be the main nature of business? Production of Ciders / Food Service.

16. What are the anticipated hours of operation? wednesday to Saturday 11AM - 10PM

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 AND SPOUSE MUST COMPLETE					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Ryan Massey, Scottsbluff, NE	1989	present	Katlyn Massey Scottsbluff, NE	2010	present
Trevor Massey, Scottsbluff, NE	2011	present	Leah Massey, Scottsbluff, NE	2010	present
<del>to</del> James Massey	1986	present	Barbra Sullivan, Madison, MS	2000	present

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE –**

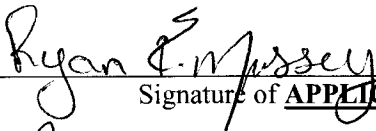
**PLEASE READ CAREFULLY**

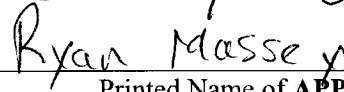
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

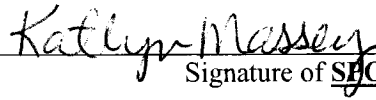
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person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

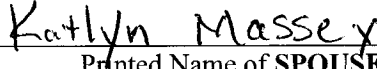
***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction,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

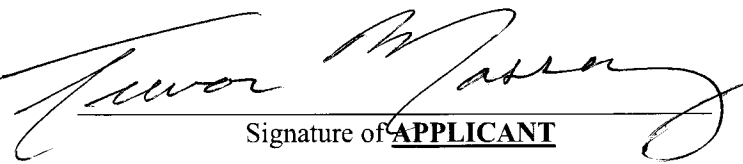
**Must be signed by applicant(s) and spouse(s) owning more than 25%.  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

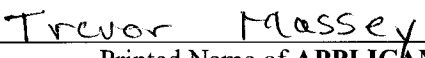
  
\_\_\_\_\_  
Signature of **APPLICANT**


  
\_\_\_\_\_  
Printed Name of **APPLICANT**

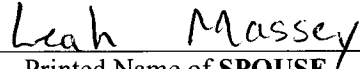
  
\_\_\_\_\_  
Signature of **SPOUSE**

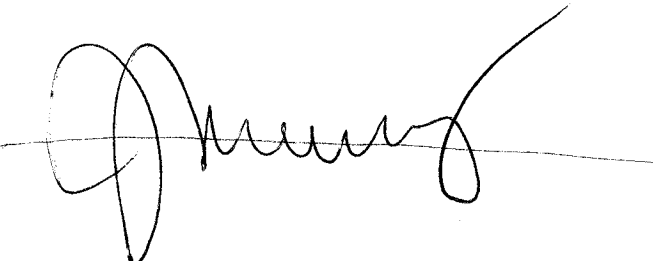
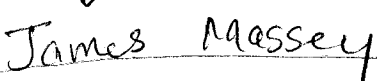
  
\_\_\_\_\_  
Printed Name of **SPOUSE**


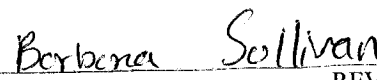
  
\_\_\_\_\_  
Signature of **APPLICANT**

  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**

  
\_\_\_\_\_  
Printed Name of **SPOUSE**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Printed Name of **SPOUSE**

FORM 126  
REV 12/9/2022  
PAGE 8



# Nebraska Secretary of State

## PAPA MOON VINEYARDS & WINERY, LLC

Thu Feb 8 08:32:05 2024

**SOS Account Number**

2212219464

**Status**

Active

**Principal Office Address**

230975 CR J  
SCOTTSBLUFF, NE 69361  
USA

**Registered Agent and Office Address**

RYAN E MASSEY  
230975 COUNTY ROAD J  
SCOTTSBLUFF, NE 69361

**Designated Office Address**

230975 COUNTY ROAD J  
SCOTTSBLUFF, NE 69361

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Dec 06 2022

**Next Report Due Date**

Jan 01 2025

**Associated Entities**

Account Number	Name	Type	Status
2303106489	PAPA MOON BREWING	Trade Name	Inactive
2301037285	PAPA MOON CIDERS	Trade Name	Active
10203398	PAPA MOON VINEYARDS & WINERY	Trade Name	Active

**Filed Documents**

Filed documents for PAPA MOON VINEYARDS & WINERY, 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	Dec 06 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Proof of Publication	Jan 15 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Jan 17 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

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

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

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

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

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

[Continue to Order](#)

[↑ Back to Top](#)



# LIMITED LIABILITY COMPANY (LLC)

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization



Papa Moon Vineyards + Winery LLC  
Name of Registered Agent: Ryan Massey  
LLC Address: 230975 <sup>County Road</sup> ER, J ~~SEO~~  
City: Scottsbluff State: NE Zip Code: 69361  
LLC Phone Number: 308 631 8380 LLC Fax Number: NA



Name and information of contact member must be listed on following page

Last Name: Massey First Name: Ryan MI: E  
Home Address: 230977 <sup>County Road</sup> ER J City: Scottsbluff  
State: Nebraska Zip Code: 69361 Home Phone Number: 308 631 8380

Ryan E. Massey  
Signature of Managing/Contact Member

Last Name: Massey First Name: Ryan MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_

Percentage of member ownership 33.33

Last Name: Massey First Name: Trevor MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Leah K. Massey

Spouse Social Security Number: \_\_\_\_\_

Percentage of member ownership 33.33

Last Name: Massey First Name: James MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_

Percentage of member ownership 33.33

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 (LLC) or S-corp?

YES

NO

If yes, Form 185 is required

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

Starting Date: 1/1/23 Ending Date: 12/31/23

Is this a Sole Proprietorship?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

**CERTIFICATE OF ORGANIZATION  
OF  
PAPA MOON VINEYARDS & WINERY, LLC**

**I.  
NAME**

The name of this limited liability company is:  
**PAPA MOON VINEYARDS & WINERY, LLC**

**II.  
INITIAL DESIGNATED OFFICE AND AGENT FOR SERVICE**


The address of the limited liability company's initial designated office in the state of Nebraska is: 230975 County Road J, Scottsbluff, Nebraska 69361.

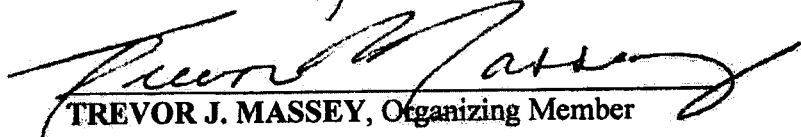
The name and address of its initial agent for service of process in the state of Nebraska is: Ryan E. Massey, 230975 County Road J, Scottsbluff, NE 69361.

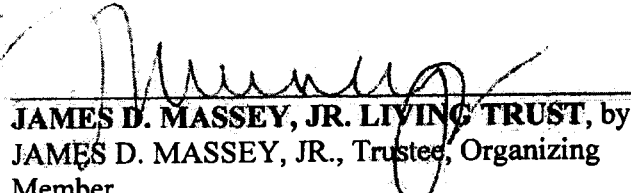
**III.  
PURPOSE**

The purpose for which the limited liability company is organized is the transaction of any and all lawful business for which limited liability companies may be formed under the Nebraska Uniform Limited Liability Company Act.

DATED this 28 day of November, 2022.

  
\_\_\_\_\_  
**RYAN E. MASSEY, Organizing Member**

  
\_\_\_\_\_  
**TREVOR J. MASSEY, Organizing Member**

  
\_\_\_\_\_  
**JAMES D. MASSEY, JR. LIVING TRUST, by  
JAMES D. MASSEY, JR., Trustee, Organizing  
Member**

**OPERATING AGREEMENT**  
**OF**  
**PAPA MOON VINEYARDS & WINERY, LLC**

**I.**  
**MANAGEMENT**

1.1 Members. Management of the company shall be vested in each member in proportion to such member's contribution to the capital of the company, as adjusted from time to time to properly reflect any additional contribution or withdrawal by another member.

1.2 Ownership. Ryan E. Massey owns 33.33% interest in the LLC, Trevor J. Massey owns 33.33% interest in the LLC, and James D. Massey, Jr. owns 33.34% interest in the LLC, as joint tenants with right of survivorship.

1.3 Contracting Authority. The company shall not enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, nor incur any indebtedness, except with the approval of all members holding at least a majority in interest of the company. No member shall take any action on behalf of the company or otherwise bind the company except with the approval of members holding at least a majority in interest of the company.

1.4 Statement of Authority. The Manager may deliver to the Nebraska Secretary of State for filing a statement of authority pursuant to Neb. Rev. Stat., §21-127. The statement may provide with respect to any Member or Manager, the authority or limitations on the authority to do any of the following:

- (a) Execute an instrument transferring real property held in the name of the company;  
and
- (b) Enter into other transactions on behalf of, or otherwise act for or bind, the company.

1.5 Duties of Members. No member shall be expected to devote full time and attention to the affairs of the company, but shall devote the amounts of time and attention reasonable and appropriate in the member's good faith judgment under the circumstances then prevailing.

1.6 Officers of the Company. The officers of the Company shall be a President and Secretary/Treasurer, and shall be elected annually by the members. The officers shall report and be accountable to the Members of the Company. The duties and responsibilities of the officers are as follows:

President: The President shall be the principal officer of the Company and shall carry out the direct operations of the Company under the direction of the Members. The President

shall preside at all meetings of the Company members. The President shall have such other duties and responsibilities as may be prescribed by the Members from time to time.

**Secretary:** The Secretary of the Company shall:

- (a) Keep the minutes of the meetings of the members.
- (b) See that all notices are given in accordance with the provisions of this agreement;
- (c) Be custodian of the Company records
- (d) Keep a record of the names and addresses of the members
- (e) In general, perform all the duties of the Secretary and such other duties as may from time to time be assigned by the Members.

**Treasurer:** The Treasurer of the Company shall:

- (a) In general, have charge and custody and be responsible for all funds, securities, and property of the Company.
- (b) Receive and give receipt for monies due and payable to the Company from any source whatsoever and deposit all such monies in such banks or other depositories as shall be selected by the Members.
- (c) In general, perform all the duties of the Treasurer and such other duties as may from time to time be assigned by the Members.

## II.

### CONTRIBUTIONS TO CAPITAL

2.1 **Initial Contributions.** Each member agrees to make the initial contribution to the capital of the company described on "Exhibit A" attached to this agreement on the date hereof. No member may make any additional, voluntary contributions to the capital of the company except with the prior written consent of a majority in interest of the members of the company.

2.2 **Additional Contributions.** No member shall be required to make any additional contributions to the capital of the company, except to the extent expressly set forth in this agreement or in the certificate of organization. Any requirement to contribute additional funds to the capital of the company shall be imposed upon the members pro rata based upon their respective percentage interests, except to the extent that all members agree to the contrary.

## III.

### MAINTENANCE OF CAPITAL ACCOUNTS

3.1 **Maintenance Provisions.** A capital account shall be maintained on the books and records of the company with respect to each member.

- (a) To each member's capital account there shall be credited:
  - (i) the cash and the fair market value (as reasonably agreed by the members in good faith) of any property other than cash contributed by the members to the capital of the company;
  - (ii) The member's allocable share of profits, and any items of income or gain which are specially allocated to the member; and

- (iii) The amount of any company liabilities assumed by the member or which are secured by any property of the company distributed to the members.
- (b) To each member's capital account there shall be debited;
- (i) The amount of cash and the fair market value of any property (as reasonably agreed by the members in good faith) of the company distributed to the member;
  - (ii) The member's allocable share of losses and any items of expense or loss which are reasonably allocated to the member; and
  - (iii) The amount of any liabilities of the member assumed by the company or which are secured by any property contributed by the member to the company.

3.2 Transfer of Capital Accounts. If all or a portion of an interest in the company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to that portion of the capital account of the transferor which is allocable to the transferred interest.

3.3 Capital Contributions. For purposes of this agreement, "capital contribution" means, with respect to any member, the amount of money and the fair market value of any property (as reasonably agreed by the members in good faith) contributed to the company with respect to the interest held by that member.

#### IV. ALLOCATIONS OF PROFITS AND LOSSES

4.1 Allocations. The company's profits or losses for any fiscal year shall be allocated among the members in accordance with their respective cumulative capital contributions, adjusted to reflect any withdrawals of capital by any members. The percentage of the capital, profits, and losses of the company allocable to a member, determined in the manner set forth in this Section 4.1, shall be referred to herein as such member's "percentage interest" in the company.

#### 4.2 Other Allocation Rules.

(a) To determine the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the members, using any permissible method under Internal Revenue Code Section 706 and the Regulations thereunder.

(b) The members are aware of the income tax consequences of the allocations made by this Section 4 and hereby agree to be bound by the provisions of this Section 4 in reporting their shares of company income and loss for income tax purposes.

#### V. NON-LIQUIDATING DISTRIBUTIONS

5.1 Discretionary Distributions. To the extent that the company's assets exceed its liabilities (other than liabilities to members on account of their capital contributions) the company, with the approval of a majority in interest of the members, may make non-liquidating distributions

of cash or other property to members from time to time on a pro rata basis in accordance with the member's respective percentage interests.

## VI. DISSOLUTION AND WINDING UP

6.1 Liquidating Events. The company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "liquidating event"):

- (a) The written agreement of all members to dissolve, wind up, and liquidate the company; or
- (b) The death, retirement, withdrawal, resignation, expulsion, bankruptcy, or dissolution of any member in the company, unless the business of the company is continued by written consent of at least a majority in interest of the remaining member.

The members hereby agree that, notwithstanding any provision of the Nebraska Uniform Limited Liability Company Act, (the "Act"), the company shall not dissolve prior to the occurrence of a liquidating event. If a court of competent jurisdiction determines that the company has dissolved prior to the occurrence of a liquidating event, the members hereby agree to continue the business of the company without a winding up or liquidation until the occurrence of a liquidating event.

6.2 Winding Up. Upon the occurrence of a liquidating event, the company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its asset, and satisfying the claims of its creditors and members. No member shall take any action that is inconsistent with or not necessary to or appropriate for, the winding up the company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this agreement shall continue in full force and effect until such time as the assets of the company have been distributed pursuant to this section and the company has terminated. The members shall be responsible for overseeing the winding up and liquidation of the company, shall take full account of the company's liabilities and assets, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds from the liquidation, to the extent they are sufficient, to be applied and distributed in the manner required by the Act.

## VII. TRANSFERABILITY OF INTERESTS

7.1 General. The Members do not want any Membership Units to be made generally available to persons other than current Members. Except as otherwise permitted herein, the Members agree that no Member will encumber, transfer, or permit to be encumbered or transferred all or any portion of a Membership Unit, including the economic transferable interest of the Member, whether now or hereafter acquired, except in accordance with the terms of this Agreement or with the prior written unanimous consent of the Members (other than the Offering Member). The Company books shall not reflect any attempted encumbrance or transfer of any Membership Units not in accordance with the terms of this Agreement.



7.2 Encumbrances. Notwithstanding any other restriction in this Agreement, Members may not encumber, or permit to be encumbered, all or any portion of a Member's Membership Units as security or collateral for loans acquired, assumed or contracted for by the Company, without the prior written unanimous consent of the Members (other than the encumbering Member).

7.3 Transfer by Gift or Bequest. Any member may transfer by gift or bequest all or any portion of his or her interest in the company to a spouse and/or child(ren) of the transferring member, or to a trust established for the benefit of such spouse and/or child(ren), or to an existing member of the company upon written notice to the company, of such gift or bequest. This is subject to a right of first refusal by the other members to purchase or the LLC to buy back that interest.

7.4 Death of Member. In the event that a member dies, and provided the business of the company is continued pursuant to this Operating Agreement, the company or the remaining members may at their option repurchase the deceased member's interest in the company from the deceased member's heirs for an amount equal to the fair market value of the interest on the member's date of death. The fair market value of the member's interest shall be as agreed in good faith by the remaining members and the personal representative(s) of the deceased member's estate; provided that, if no such agreement has been reached within ninety (90) days of the date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to the remaining members and the estate of the deceased member, which shall bear equally the cost of such appraisal. The fair market value of the deceased member's interest shall be payable by the company to the deceased member's estate within one hundred twenty (120) days of the establishment of such fair market value on the payment terms set forth in Section 7.4 of this agreement.

7.5 Buy/Sell Rights. Except as provided in Section 7.1, 7.2, and 7.3 of this Operating Agreement, any member desiring to sell, transfer or assign all or any part of the member's interest to a third party shall communicate such intention in writing to the company and all other members stating the purchase price proposed for the transfer. Within thirty (30) days after receiving this notice, the company may purchase, at its option, all or any part of the interest described in the notice for the purchase price stated in this notice. If the company elects not to purchase all of such interest within such thirty (30) day period, then the other members at that time may purchase, at their option, all or any part of the interest within forty-five (45) days of receiving such notice on the same terms and conditions that were available to the company. If more than one member shall desire to acquire this interest and no agreement is reached regarding the portion of the interest each may acquire, the members shall acquire the interest in proportion to their respective percentage interest. If, after the lapse of forty-five (45) days from the date of the notice, neither the company nor the other members have acquired the entire interest proposed to be transferred, then the selling member may consummate the proposed transfer of the remaining interest at a price and on payment terms no more favorable to the buyer than those available to the company and the members under this Section; provided, however, that if this sale is not consummated within one hundred twenty (120) days after lapse of the other member's option to purchase, no sale shall be permitted without again offering the interest to the company and the members in the foregoing manner.

7.6 Expenses. Except as otherwise expressly provided herein, all expenses of the company incident to the admission of the transferee to the company as a member shall be charged to and paid by the transferring member.

#### VIII. FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the company shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

#### IX. ACCOUNTING

9.1 Accounting. The company shall at all times maintain full and accurate books of account, in which shall be entered all the transactions of the company. The books of account shall be kept at the principal office of the company, and shall be open to reasonable inspection and examination by the members and their duly authorized representatives during normal business hours. The company shall deliver to each member within ninety (90) days after the expiration of each company fiscal year a) financial statements of the company for that fiscal year compiled on an income tax basis of accounting by an independent certified public accountant, b) the information about the company for that fiscal year required to be provided to the members for income tax purposes, c) a statement of each member's allocated share of profits or losses for the fiscal year, and d) the balance in each member's capital account as of the end of that fiscal year.

#### X. SALARIES OF OFFICERS

10.1 Salaries of Officers. The compensation, if any, to be paid to a member in exchange for the member's services to the company shall be fixed by a majority in interest of the members in their discretion from time to time.

#### XI. INDEMNIFICATION

11.1 General Indemnity Provision. With the approval of a majority in interest of the members, the company may indemnify any person who is a party (or is threatened to be made a party) to any action, suit or proceeding (whether civil, criminal, administrative, or investigative), if such person is a party by reason of the fact that he or she is or was a member, employee or agent of the company, or is or was serving at the request of the company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. This person may be indemnified against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

11.2 Insurance. With the approval of a majority in interest of the members, the company may purchase and maintain insurance on behalf of any person who is or was a member, employee or agent of the company or is or was serving at the request of the company as a manager, member, director, officer, employee or agent of another limited liability company, corporation,

partnership, joint venture, trust, or other enterprise, against any liability asserted against the person and incurred in any such capacity or arising out of his or her status as such.

## XII. MISCELLANEOUS

12.1 Successors. This Operating Agreement and all its terms and provisions shall be binding upon the members and any new members and their respective legal representatives, heirs, successors, and permitted assigns.

12.2 Notices. All notices or other communications under this Operating Agreement shall be in writing (unless the Operating Agreement otherwise provides) and shall be considered properly given if delivered by hand or mailed by first class United States Mail, postage prepaid, addressed in care of the respective members at their last-known addresses. Notice may also be delivered by means of a confirmed telecopy, provided the original of the notice is also promptly deposited in the United States Mail, first class, postage prepaid, addressed to the members at their last-known address. Notice of change of address shall be given to the company by hand or first-class United States Mail, after the date of receipt of which notice, the change of address shall be effective. Unless actual receipt of a notice is required by an express provision of this Operating Agreement, any notice shall be deemed to be effective as of the earliest of (a) the date of delivery or confirmed telecopy, or (b) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any communication shall be considered a successful delivery of that communication.

12.3 Applicable Law. This Operating Agreement and the rights and obligations of the members under it shall be construed and interpreted under the laws of the State of Nebraska.

12.4 Amendments. Upon the affirmative vote of all the members of the company, amendments to this Operating Agreement may be adopted, and each member shall promptly execute the amendments or other documents as the company deems appropriate to reflect the amendments under the law of the state of Nebraska.

12.5 Waiver of Partition. Each of the members of the company irrevocably waives any right to maintain any action for partition with respect to the property of the company.

12.6 Company Property. The legal title to any real or personal property or interest in real or personal now or hereafter acquired by the company shall be owned, held or operated in the name of the company, and no member, individually, shall have any ownership interest in such property.

12.7 Acceptance of Prior Acts by New Members. Each person, becoming a member, ratifies all action duly taken by the company, under the terms of this Operating Agreement, prior to the date the person becomes a member.

12.8 Section Headings. The division of this Operating Agreement into sections, subsections, and exhibits is for convenience of reference only and shall not affect the interpretation or construction of this Operating Agreement.

12.9 Severability. In the event that one or more of the provisions contained in this Operating Agreement or any portions thereof are unenforceable or are declared invalid for any reason, this unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions of this Operating Agreement. Each unenforceable or invalid portion of this Operating Agreement shall be severable from the remainder of the Operating Agreement and the remainder of this Operating Agreement shall be interpreted as if the unenforceable or invalid provision or portion had not been included as a part of it.

12.10 Agreement for Further Execution. At any time or times, upon the request of any member, the other members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of a certificate whenever the amendment or cancellation is required by law or by this Operating Agreement, and to cause the filing of any of the same of record wherever such filing is required by law.

12.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single agreement.

12.12 Time. Time is an essential element to the performance of this Operating Agreement by each member.

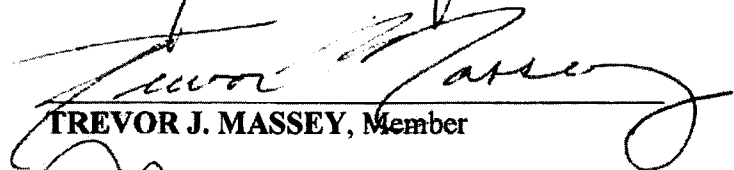
12.13 Contracts with Related Parties; Competition. Nothing in this Operating Agreement or in law shall prevent or be construed to prevent any of the members, or any person related to any member, from dealing with the company as to any matter whatever, provided the terms of this dealing are fair and reasonable to the company as determined by a majority in interest of the other members.

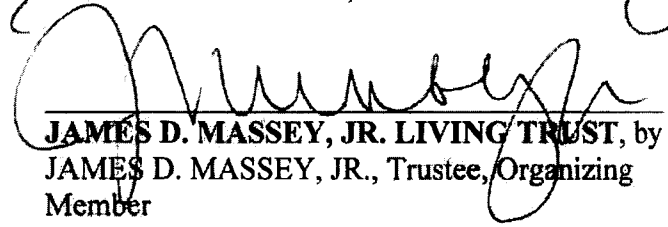
12.14 No Brokers. Each member hereby represents and warrants to the others that no broker, finder, or other person performing similar services is entitled to any commission, fee or other compensation on account of the member's entry into this Operating Agreement, and each member hereby agrees to indemnify the other members harmless from and against any such commissions, fees, or other compensation as may be claimed on account of dealings between the claimant and the indemnifying member.

12.15 Copies Reliable and Admissible. This Operating Agreement shall be considered to have been executed by a person if there is a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original or of a counterpart of the Operating Agreement which has been signed by that person. Any photocopy, facsimile, copy, or photocopy of facsimile copy of this Operating Agreement or a counterpart shall be admissible into evidence in any proceeding as though it were an original.

IN WITNESS WHEREOF, this Operating Agreement is executed this 7<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
**RYAN E. MASSEY, Member**

  
\_\_\_\_\_  
**TREVOR J. MASSEY, Member**

  
\_\_\_\_\_  
**JAMES D. MASSEY, JR. LIVING TRUST, by  
JAMES D. MASSEY, JR., Trustee, Organizing  
Member**

**EXHIBIT A**

**CAPITAL CONTRIBUTIONS IN THE FOLLOWING AMOUNTS:**

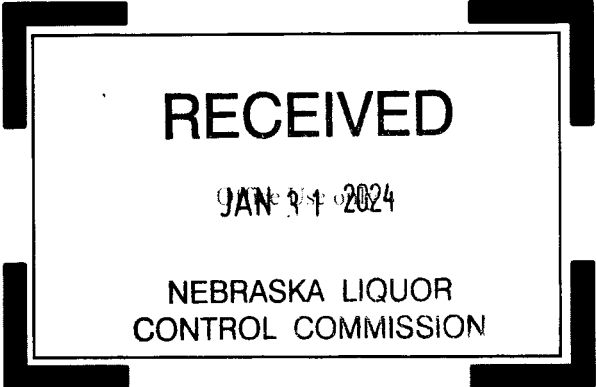
Ryan E. Massey	\$	333.33
Trevor J. Massey	\$	333.33
James D. Massey, Jr. Living Trust	\$	333.33

**MANAGER APPLICATION  
FORM 103**

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



**MANAGER MUST:**

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

Name of Corporation/LLC: Papa Moon Vineyards + Winery LLC

Premises Trade Name/DBA: Papa Moon Ciders

Premises Street Address: 3109 Ave B

City: Scottsbluff County: Scottsbluff Zip Code: 69361

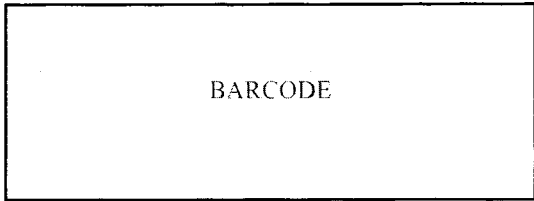
Premises Phone Number: ~~308-651-~~ 970-281-7551

Premises Email address: ryan@papamoonvineyards.com

*Ryan E. Murray*

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

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



FORM 103  
REV 12/8/2022  
PAGE 1

Last Name: Masscy First Name: Ryan MI: \_\_\_\_\_

Home Address: 230977 County Road EP J

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 308 631 8380

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Scottsbluff, NE

Email address: ryan@papamoonvineyards.com

YES  NO

Spouses Last Name: MASSEY First Name: Katlyn MI: \_\_\_\_\_

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Colorado Springs, CO

[REDACTED]

Ryan			Kat		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff	1989	present	Scottsbluff, NE	2011	present



YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	(Present) 2023	Western Heavy Clinic	James Massey	308 635 0600
2012	Present	Papa moon	Ryan Massey	308 631-5380

**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

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):

Papa Moon 230975 CR J Scottsbluff

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

YES       NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Ryan Massey	6/22	TIPS

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Ryan Massey/owner	2012	Papa Moon 2012 - present 230975 CR J Scottsbluff, NE

5. Have you enclosed Form 147 regarding fingerprints?

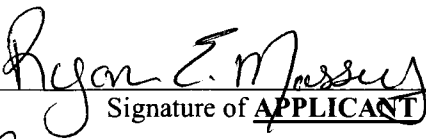
YES       NO

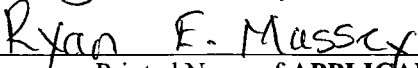
**SIGNATURE PAGE – PLEASE READ CAREFULLY**


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

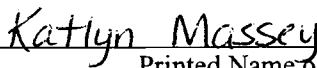
***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction,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

**Must be signed by applicant and spouse. .**

  
\_\_\_\_\_  
Signature of **APPLICANT**

  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**

  
\_\_\_\_\_  
Printed Name of **SPOUSE**

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

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

Office Use only  
  
Date Stamp HERE ONLY  
  
Do not stamp any of the following pages

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://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 Papa Moon Vineyards & Winery  
 Name of Person Being Fingerprinted: Bryan Massey  
 Date of Birth: [REDACTED]  
 Date fingerprints were taken: 12/30/22  
 Location where fingerprints were taken: NSP Troop E-Scottsbluff, Tamera Leeling, Office Specialist  
 How was payment made to NSP? NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Payport 78377254  
 Do your fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

*[Signature]*  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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

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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\*\*\***  
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4600 Innovation Drive  
Lincoln, NE 68521
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**\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\***

Trade Name Papa Moon Vineyards & Winery LLC  
Name of Person Being Fingerprinted: Kathryn Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 4/14/21  
Location where fingerprints were taken: NSP Troop E  
How was payment made to NSP?  
NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_  
Do your fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Kathryn Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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Trade Name Papa Moon Vineyards & Winery  
Name of Person Being Fingerprinted: Trevor Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 12/29/22  
Location where fingerprints were taken: NSP- Troop E, Scottsbluff/Tamera Leeling, Office Specialist  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Internet-75603386  
Do your fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Trevor Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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Trade Name Papermason Vineyards & Winery LLC

Name of Person Being Fingerprinted: James Massey

Date of Birth: [REDACTED]

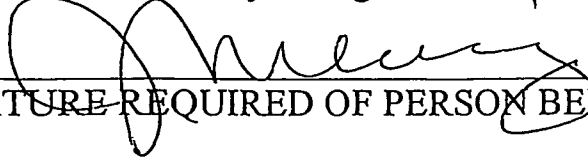
Date fingerprints were taken: 12/28/22

Location where fingerprints were taken: NSP-Troop E, Scottsbluff / Tamera Leeling, Office Specialist

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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



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

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Barbara Davey - Sullivan

Date of Birth: [REDACTED]

Date fingerprints were taken: JAN 4, 2023

Location where fingerprints were taken: \_\_\_\_\_

How was payment made to NSP?  
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This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on June 7, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Ryan Massey**

Certification to be sent to:

230975 County Road I  
Scottsbluff NE, 69361-7203 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



**BUSINESS PLAN**

*Updated January 1, 2023*

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## 1. EXECUTIVE SUMMARY

The goal of Papa Moon Vineyards & Winery LLC is to cultivate and manufacture a variety of high-quality craft beverages including hard ciders, wines and meads as well as several non alcoholic ciders, canned coffees and teas in Scottsbluff, Nebraska for a broad range of consumers. Our vineyard is managed and cultivated by hand and has successfully produced healthy grapes for approximately 20 years; from these grapes, we have produced high-quality wines for the last 10 years. Our first year of production yielded a batch of red table wine and our second year (2015) batch yielded a barrel or 30 gallons of port-style wine. In the past 10 years we have expanded our production volume by 23,233 % and reached new markets and state distribution with great success. We hope to continue this trend of exponential production growth in the coming years until our product can adequately sustain our business and our customers' demands. We plan to continue producing a variety of different red and white wines including: dessert wines, table wines, and blended wines, a variety of our incredibly popular flavored hard ciders, meads, and our increasingly popular non alcoholic ciders, teas and coffees to meet the demands of a wide array of consumers. We are excited to continue to offer this array of craft beverages to the panhandle and surrounding states. Papa Moon has also experienced significant demand for community oriented, family friendly atmospheres and events as well as a significant increase in novel tourism of individuals and families looking for farm to table and the craft experience. We have done our best to meet this demand and provide incredibly unique experiences however our current location is starting to see its limitations due to high demand. Our research and experience have shown that such a market is in high demand but can be hard to find in the western portion of the state.

Over the years we have amassed a large array of equipment to support our cultivation and production processes; during this time, we have passionately immersed ourselves in the dedicated study of viticulture, enology, and business management. We have divided our workflow amongst the partners and co-founders of the company with each co-founder focusing on specific parts of our critically important business process. By using each co-founder's specific strengths, maintaining a philosophy of open communication, and leveraging technology, we have effectively divided the business into 2 departments (vineyard and production) which function as a fully integrated mechanism for our operations. We have researched our market and potential customers in-depth and have already invested heavily in professional marketing, branding, and design work, which have thus far totally exceeded our expectations. We have garnered the help of family, friends and other local businesses and entrepreneurs to assist the growth of the business and to date; we have established a debt-free business with the help of co-founder investments. Papa Moon Vineyards & Winery LLC aims to continually improve product quality and workflow efficiency by modeling well-established research within the craft beverage and marketing industries as well as by utilizing novel and creative ideas from within our company and through public input via outreach campaigns.

We have the advantage of debt-free startup costs and supplemental owner investment to make our business successful. We currently only operate seasonally (June - September) and hope to expand to year round operations soon. More importantly, the founders of Papa Moon Vineyards & Winery are incredibly passionate about every detail of craft beverage manufacturing from soil chemistry to bottled product. We have, and always will, continue to pour over self-collected data as well as established research in order to produce the most exceptional products and experiences as possible.

### 1.1 Product

Our current lineup of products feature various types of wine, ciders, hard ciders, meads, teas and coffees. Our hard ciders have won several international awards and have taken top honors at international competitions in which we compete at times with up to 7 other countries including the US. We plan to continue to significantly expand and grow our manufacturing capacity which has grown

23,333 % over the last 10 years to meet the demand we have seen internationally from winning at such competitions. We have propagated a variety of different grape species suited to grow in our climate region, which will be used to produce our wine. We have established great relationships with our many partners and suppliers to provide quality ingredients and a reliable supply chain.. Our location offers an incredibly unique and unforgettable novel "Nebraska " experience, to capitalize on this we will continue to offer our space for special events, community gatherings and fundraisers with the knowledge that we have outgrown our current space due to demand and expansion is necessary. All members of the LLC have chosen the panhandle to raise their young families and have established deep roots in the community for many many years. Family growth is important to us and important to the community, thus, we will continue to provide education to children through our partnership with the nature conservancy, provide families with children a safe and friendly place to frequent as well as safe, non alcoholic craft beverages with the knowledge of the hard work and the process it takes to get from soil to table.

## **1.2 Customers**

The target audience for Papa Moon Vineyards & Winery consists primarily of men and women aged 21 and over. We find that our model attracts younger people especially those with families and individuals who travel for leisure or tourism. As a compliment to those young families, we have worked to incorporate children with non alcoholic beverages and many educational opportunities. Our marketing and branding strategies have been implemented with a focus on fun, family friendly environment and education in mind. Our labels, brochures, social networking pages, website, and paraphernalia all feature very organic designs which have been targeted directly toward individuals who care about where their food/alcohol comes from and where their money goes.

## **1.3 What Drives Us**

The Members of Papa Moon LLC were all born and raised in the panhandle. For over 100 years our family has been passionate about seeing the community grown and significantly invested in programs for families, wildlife and nature, sat on several community boards and advocated for the community at large. The members will continue to have this as their primary focus. Being young adults in the community we look for things that we enjoy and that benefit our community. Growing and crafting beverages has become a passion because it allows us to express ourselves and show the world, through competition and outreach, what Nebraska is and can be. Over the years, we have hired several employees that have become family. We love to see them grow with us and feel we are providing them with good income, a fun and great place to call home.

## 2. COMPANY DESCRIPTION

### 2.1 Mission Statement

To cultivate and produce high quality beverages for the enjoyment of a broad array of consumers, maintain a safe and family friendly environment, advocate for safe consumption, for the panhandle, its families and the community we call home.

### 2.2 Principal Members



**Trevor Massey** –  
owner, partner, lab manager,  
business manager,



**Ryan Massey** –  
owner, LLC manager, head  
brewer, cidemaker,  
equipment specialist



**Jim Massey** –  
owner, partner,

### 2.3 Legal Structure

Papa Moon Vineyards & Winery is structured as a Domestic Limited Liability Company

### 3. MARKET RESEARCH

#### 3.1 Industry (Local)

There are currently 29 registered wineries within the Nebraska Winery and Grape Growers Association; the vast majority of these being clustered near the Lincoln/Omaha area. The state of Nebraska is divided into seven different wine regions (Nebraska Winery and Grape Growers Association, 2015) Papa Moon Vineyards and Winery features almost no competition with the exception of 17 Ranch Winery (labeled #1 in Figure 1) which is situated near the border between the Panhandle and Prairie Lakes regions. Papa Moon's location would provide a centrally located vineyard and winery within the Panhandle region and would allow access to a large area with demand for a winery.

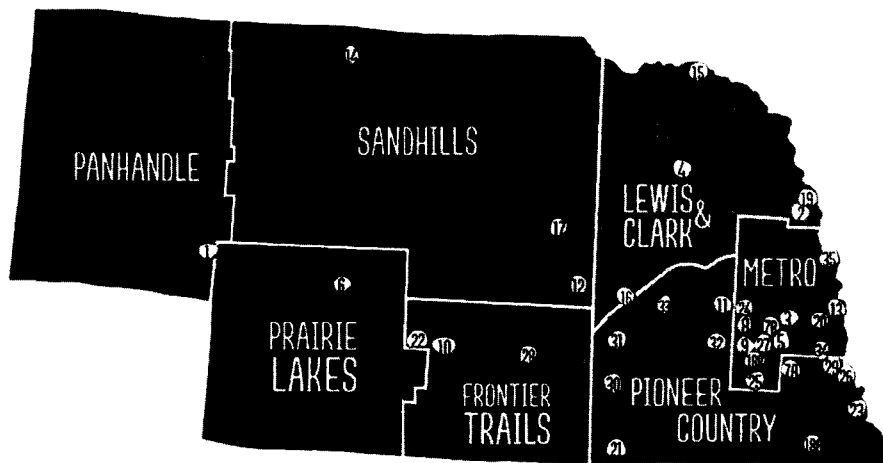


Figure 1 - State of Nebraska wine growing regions (Nebraska Winery and Grape Growers Association, 2015)

The current Nebraska wine industry shows huge potential for producers, consumers, and the general economic outlook of Nebraska. Figure 2 depicts the rate of increasing growth within the industry from 1994 to 2005.



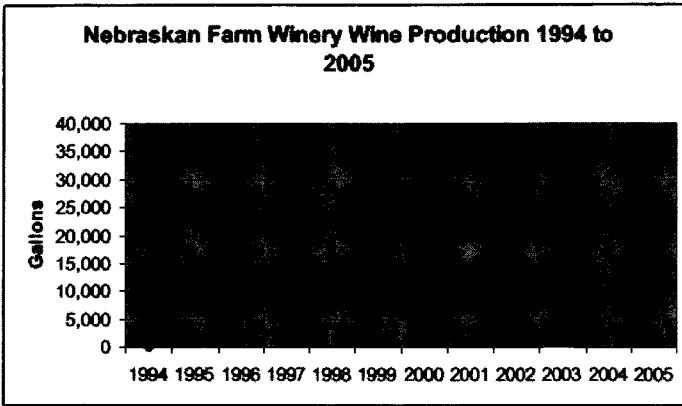


Figure 2 - Rate of farm winery wine production in Nebraska from 1994 to 2005 (Thompson & Freudenburg, 2007)

Table 1 depicts the combined direct annual economic impact of Nebraska wineries and Nebraska grape growers, while Table 2 represents the estimated annual economic impact of the Nebraska wine industry in terms of total retained spending, employment, and wages. These data represent great potential for the area wine industry.

**Direct Annual Economic Impact**

	Spending (millions)
<b>Nebraska Wineries</b>	<b>\$2.4M</b>
<b>Nebraska Grape Growers</b>	<b>\$1.0M</b>

Sources: BBR research estimates.

Table 1 - Direct annual economic impact of Nebraska wineries and grape growers (Thompson & Freudenburg, 2007)

**Estimated Total Annual Economic Impact**

from Retained Spending

Total Economic

	Activity (millions)	Employment	Wages (millions)
<b>Nebraska Wineries</b>	<b>\$4.0M</b>	<b>60</b>	<b>\$1.2M</b>
<b>Nebraska Grape Growers</b>	<b>\$1.2M</b>	<b>22</b>	<b>\$0.4M</b>
<b>Total Impact</b>	<b>\$5.3M</b>	<b>82</b>	<b>\$1.6M</b>

Sources: BBR Research Estimates

Note: Column entries may not sum to column totals due to rounding

Table 2 - Estimated total annual economic impact from retained spending of Nebraska wineries and grape growers based on activity, employment, and wages (Thompson & Freudenburg, 2007)

### **3.1 Industry (National)**

We have seen healthy growth and demand in other states across the United States. As industry trends fluctuate Papa Moon is uniquely positioned in the market due to its wide product portfolio. With over a decade of experience we have the ability to quickly and knowledgeable pivot our wide array of products to accommodate any change in trends.

In 2021, cider produced \$553.6 million in revenue, a slight dip from \$566 million in 2020 but an increase over \$517.8 million in 2019, according to NielsenIQ. However, that only accounts for chain retail sales. Including on premises draft and other sources, cider produces over \$1 billion in revenue. And in North America, the market is Expected to grow by 3.5% between 2022 and 2027, in large part due to U.S. consumers embracing hard cider.

We have just started tapping into distribution channels in Nebraska and surrounding states and expect large increases in demand as new markets are tapped.

### **3.2 Customers**

We plan to leverage the trending interest in local food and commerce as well as the use of novel marketing and branding strategies that bring a more progressive feel to the Nebraska craft beverage industry in order to appeal to our target customer groups. Our brand has the greatest appeal among millennials with growing families and casual consumers and we have therefore established this group as our primary target consumer market (ages 25-40).

### **3.3 Competitors**

Competition within our regional industry is incredibly low, with the nearest Nebraska winery being located 95 miles to the east. This not only allows us to establish a much-needed local market, it also allows us to appeal to customers from Eastern Wyoming, as we will be the westernmost winery in Nebraska. There are currently 29 registered wineries within the Nebraska Winery and Grape Growers Association; the vast majority of these being clustered near the Lincoln/Omaha area. The state of Nebraska is divided into seven different wine regions (Figure 1) (Nebraska Winery and Grape Growers Association, 2015) The prospective region for Papa Moon Vineyards and Winery features almost no competition with the exception of 17 Ranch Winery (labeled #1 in Figure 1), which is situated near the border between the Panhandle and Prairie Lakes regions. Papa Moon's location would provide a centrally located vineyard and winery within the Panhandle region. Competition from area craft produces is also low however, always increasing.

### **3.4 Competitive Advantage**

Papa Moon Vineyards & Winery will aim to provide high-quality, locally grown and produced craft beverages to consumers who increasingly show interest in the local experience. This interest in the local experience has become apparent in the last few years manifesting through increasing interest in, and an expanding trend toward consciousness of local food, fare, and business. Our products are intended to target a variety of different consumers through the use of approachable, friendly, and organic graphic design. We continue to aim towards our goal to offer exceptional products and unique experiences for the community and the several hundred novel tourists we see every summer. We have been in the industry for over a decade and with the depth of our experience and product portfolio we

are uniquely positioned to pivot and adapt to industry trends. Papa Moon also has an amazing location to offer its products, that of which cannot be found anywhere else in the panhandle. We offer incredible learning opportunities for families through our “Firefly Fest”, Bird adventure and Wildlife expos with our collaboration with the nature conservancy. We have nature lovers from all over the country come to see our fireflies, which cannot be seen in many places in the country.

### **3.5 Regulation**

The alcohol industry is heavily regulated by federal, state, and municipal laws and standards. Having licenses for several years we already have an in-depth knowledge of the regulations in the industry. Papa Moon has a great track record with compliance with the TTB. We are always researching and updating our policies to meet new regulations and laws regarding producing and consumption. Papa Moon is an advocate for safe consumption, following all regulations allows for this to take precedent. The FDA regulates all non-alcohol related products and manufacturing processes.

## 4. PRODUCT/SERVICE LINE

### 4.1 Product or Service

Papa Moon Vineyards & Winery provides a variety of ciders, hard ciders, wines, meads and non-alcohol products. We have created an incredible location which subsequently has turned into a large tourist attraction. Papa Moon also hosts several events and educational opportunities like the aforementioned “Firefly Fest” which attracts several tourists from across the country as well as offers unique educational opportunities through our partnership with the nature conservancy. Fireflies in this number cannot be seen in many places in the country. Papa Moon's current location also provides a great place for weddings and events which are booked out 2 years in advance.

### 4.2 Pricing Structure

Item	Price Per Item/Bottle
Cider 4 Pk	\$12.00
Wine - Bottle	\$18.00
Meads - Bottle	\$18.00
Weddings/Events	\$3,200
Stickers	FREE
Food	\$20.00
Hats	\$15.00

*Table 3 - Current Pricing for a few popular items.*

Our pricing structure will offer discounts for bulk purchases and we plan to offer rebates and/or rewards for a novel recycling program that we plan to initiate shortly. Our pricing is always subject to change to accommodate current trends and supply and demand.

### 4.3 Product Life Cycle

Hard ciders, wines and meads can take up to a year to produce however due to our production practices, our products containing alcohol will remain shelf stable for several years. Our products that do not contain alcohol are typically turned over quickly and have a shorter expiration period. Over the last decade we have established a health inventory, however due to demand, an expansion is desperately needed.

### 4.4 Intellectual Property Rights

Papa Moon Vineyards & Winery is a trademarked name in the State of Nebraska. With over a decade in the business we have established some IP in the processing and manufacturing realm that have allowed us to produce highly awarded and unique products.

### 4.5 Research & Development

Our research and development will be ongoing in order to provide our customers with a desirable product of the utmost quality. While we realize the vast importance of market research, one of our primary goals is the perpetual growth of artisanal and industry knowledge. This knowledge covers

everything from our production processes to industry standards and breakthroughs. By integrating this type of knowledge base, we feel that our baseline market research will become exponentially more effective and the quality of our product and expertise will be vastly improved. In the process of research and development we will scour data produced by the industry to improve product quality and operation efficiency. Along with this aggregated data, we are already engaged in collecting data on our own operation for the past decade. We implement crowd-sourced data to accrue information on our customers' reception to our products as well as gathering information about our production process. This collection process will continue to evolve as our business matures and it has already been used to glean important information used in decision-making processes. Moving forward, we feel that such data collection will allow us to make important decisions about future blends or flavor additions to our batches as well as necessary alterations to our product line.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

A large part of our growth strategy is based on the exponential growth in production output as our demand grows and we expand into new markets. To keep pace with this expansion, we have deployed a system of equipment upgrades and new equipment investment within the manufacturing facility that scales up in conjunction with demand. This system allows us to meet our production requirements based on volume while avoiding unnecessary overhead expenditure and premature investment. Our industry tends to require heavy upfront investment for fixed asset establishment. Most of these investment costs have already been incurred and should be exceptionally less burdensome over the coming years.. Much of the maintenance costs for fixed assets have and will continue to be mitigated through diligent service and cleaning regiments and by performing, whenever practicable, all repairs in-house.

Papa Moon currently operates for the public seasonally (June-September). Our location, mostly a competitive advantage and a positive to our operation has met its limitations on occupancy and also only allows us to operate seasonally. Although our production team can work year round, the size of the building can no longer support our current and projected growth. Papa Moon will actively seek to expand its operations through the acquisition of property located in town or more of an urban center. The infrastructure already being established will allow us to expand into yearly operations significantly increasing revenue. We will also continue to operate our current location hosting the unique experience and events already established at that location.

We have seen significant growth and demand in distribution over the years. In 2023, we plan to double our distribution to the state of Nebraska as well as expand into Colorado and Wyoming. This will however require expansion in manufacturing capacity as well as building acquisition to accommodate seasonal production and expansion.

### **5.2 Communication**

Papa Moon Vineyards & Winery understands the paramount importance of communication when it comes to our current product portfolio. We have already invested large amounts of capital into marketing, branding, and design, and have employed the help of a marketing and design specialist to meet our brand goals. A large part of our communication stratagem is to maintain a heavy presence

within the social networking interface using programs such as Facebook, Twitter, and Instagram. These are great avenues with large audiences to advocate for safe consumption, educate on the process used as well as establish a great audience for community outreach and fundraising.. By maintaining a heavy social networking presence coupled with expeditious response times to inquiries within such services, we are making our business more approachable and appealing to our target market. Along with creating a family friendly, community oriented business aura, we also exponentially increase our reach to our target market.

Along with the establishment of a social media presence, we have a company website and an email program that will feature fully integrated customer service capabilities. Leveraging this technology, we plan to produce an email marketing campaign and we have already begun building an online store that will help us reach our international consumer base.

### **5.3 Prospects**

In the future, we plan to continue building our business by leveraging technology and keeping a clear goal of an outstanding product. Through continued learning and innovation, we can accomplish this end. We currently partner with the nature conservancy, CASA, and other local groups to educate and advocate, we only plan to expand this more in the coming years. As our operations continue to grow and see high demand we will have to massively expand and acquire a local manufacturing facility to not only meet demand but to expand from seasonal to year round. Such a location will need to be located in a town where an established infrastructure exists. Significant investment will need to be made to remodel most buildings locally to accommodate our needs but the need for expansion should be considered immediate. Simply expanding to year round operations will significantly increase revenues and will also increase the need for full time employees and staff members to join our team. We plan to immediately seek the assistance of local realtors and contractors to help with the immediate need for expansion.

Such an expansion will significantly increase foot traffic and tourism. While we plan to continue to operate at our current location, based on our market research, an in town location with a great outdoor space, family friendly activities, games and a calm welcoming environment is needed in the community. This new acquisition will also double as a production location. It will also allow us to more easily incorporate food trucks and other local entrepreneurs. This location should be easily accessible for large trucks of freight which currently have trouble accessing our current location. In looking for a location our customers' access and safety should be a priority as accessing our current location is difficult due to weather conditions at times and minimal infrastructure.

## 6. FINANCIALS

Owner investment has played a major role in covering start-up and operating costs through the years, as we strongly believe this venture to be worthwhile, profitable, and advantageous to the local economy, community, and to our individual customers. Our LLC members have already personally invested over \$400,000 dollars to get the business started over the course of a decade. The business has been “bootstrapped” to this point which has allowed us to grow debt free and experience significant organic growth even as we currently only operate seasonally.

### 6.1 Financial Projections

Financial Projections			
	2023	2024	2025
Total sales revenue	402,099.90	1,072,267.00	1,501,173.80
Total cost of goods sold	97,984.15	150,000.00	160,000.00
<b>GROSS PROFIT</b>	<b>304,115.75</b>	<b>922,267.00</b>	<b>1,341,173.80</b>
<b>OPERATING EXPENSES</b>			
Salary (office & overhead)	50,600.00	400,000.00	420,000.00
Payroll (taxes, etc.)	4,000.00	64,000.00	67,200.00
Outside services	0.00	1,000.00	2,000.00
Supplies (office & operation)	20,000.00	20,000.00	20,000.00
Repairs & maintenance	3,000.00	6,000.00	6,000.00
Advertising	6,344.00	10,000.00	10,000.00
Car, delivery & travel	170.00	500.00	500.00
Accounting & legal	1,500.00	2,000.00	2,000.00
Rent	21,000.00	21,000.00	21,000.00
Telephone	0.00	0.00	0.00
Utilities	0.00	15,000.00	15,000.00
Insurance	9,500.00	15,000.00	15,000.00
Taxes (real estate, etc.)	27,000.00	47,000.00	48,000.00
Interest	0.00	105,000.00	105,000.00
Depreciation	1,000.00	2,000.00	2,000.00
Other expenses	0.00	200,000.00	15,000.00
<b>TOTAL OPERATING EXPENSES</b>	<b>144,114.00</b>	<b>908,500.00</b>	<b>748,700.00</b>
<b>NET PROFIT BEFORE TAXES</b>	<b>160,001.75</b>	<b>13,767.00</b>	<b>592,473.80</b>
Income Taxes	11,000.00	20,000.00	128,694.76
<b>NET PROFIT AFTER TAX</b>	<b>149,001.75</b>	<b>-6,233.00</b>	<b>463,779.04</b>

Owner draw or dividends	0.00	0.00	0.00
<b>ADJUSTED TO RETAINED</b>	<b>149,001.75</b>	<b>-6,233.00</b>	<b>463,779.04</b>

Table 4 – Three-year financial projections beginning in 2023

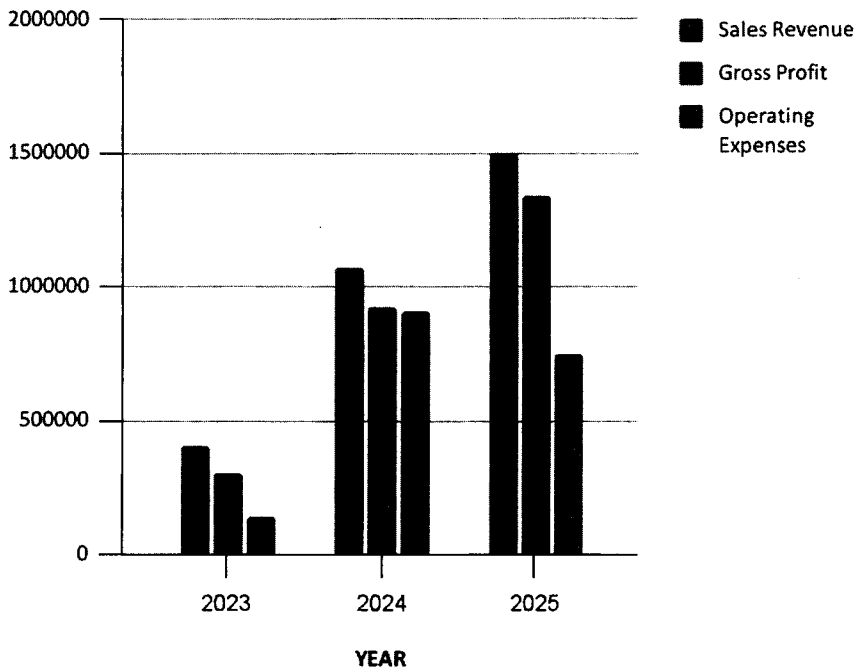


Figure 3 - Projected annual sales revenue and gross profit vs. operating expenses

## 6.5 Financial Assumptions

### 2023

Potential sales revenue was assumed using financial data for the business dating back to 2018. To be extremely conservative we assumed roughly a 50% increase in revenue which would be our smallest revenue increase ever recorded since the inception of the business and detailed financial data was tracked. 2023 predictions were made assuming the business continues to operate seasonally (June-September). An increase of 50% for COGS was assumed to meet an increase in sales revenue. Expenses will have a slight increase from 2023 accounting for inflation. The business is established and currently holds no debt with steady organic growth. Lowest percent of revenue growth took place from 2019-2020 (70%) with the highest growth increase 2020-2021 (160%). If an acquisition is made, we assume it won't be operational this year as extensive construction and updates would be needed.

### 2024

Potential Revenue was predicted assuming a building acquisition. With an acquisition, we assumed we will be able to operate year round which would increase revenue 4 times assuming 2022 growth as a conservative approach. We assume growth at the current location will level out and revenue will remain the same at the current location. Payroll and payroll taxes would increase in 2024 as staff would be needed to assist in operating the new location. We assume 10 additional staff making a \$40,000 yearly



salary. Interest from loans was assumed as well as large expenses in "Other Expenses" for improvements and construction at the additional location. Very little profit was assumed due to increased overhead of new acquisition.

## **2025**

A conservative growth percentage of 40% was used as that would be our smallest growth to date. We assume the new acquisition and current locations are running at full capacity and completely operational. We assume an increase in staff payroll as additional staff will be needed. No major construction expenses for this year as we hope to have additions completed by this time.

We assume 20% income taxes throughout the years. Predictions for growth were made from increases in space, foot traffic of intown location, ability to hold more events at current location due to expansion into second location, an increase in distribution.

We did not assume any change in product so the model would be conservative. Papa Moon does plan to add to its product portfolio and manufacturing capabilities in the near future however.

### Works Cited

Nebraska Winery and Grape Growers Association. (2015). Retrieved February 12, 2015, from <http://www.nebraskawines.com>

Thompson, D. E., & Freudenburg, S. (2007). *The 2006 Economic Impact of Nebraska Wineries and Grape Growers*. University of Nebraska-Lincoln, Bureau of Business Research, Department of Economics, College of Business Administration. Lincoln: University of Nebraska.

E-RECORDED simplifile

ID: 2023-1130  
County: SCOTTS BLUFF  
Date: 3/31/23 Time: 9:20AM

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

### WARRANTY DEED

Western Farms, LLC, a Nebraska Limited Liability Company, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to Papa Moon Vineyards & Winery LLC, a Nebraska Limited Liability Company, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Scotts Bluff County, Nebraska:

Block Three (3), Webber Manor Subdivision, a Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

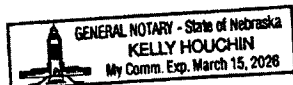
1. is lawfully seised of said premises and that they are free from encumbrances, excepting easements, restrictions, reservations, and rights-of-way of record;
2. has good right and lawful authority to convey the same; and,
3. warrants and will defend the title to said premises against the lawful claims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

Dated this 23<sup>rd</sup> day of February, 2023.

By: Arthur Hoehn, President of Western Farms, LLC, a Nebraska Limited Liability Company, Grantor

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Scotts Bluff )

The foregoing instrument was acknowledged before me on this 23 day of February, 2023, by Arthur Hoehn, President of Western Farms, LLC, a Nebraska Limited Liability Company, Grantor.



My Commission Expires: 3/15/2026

20230084

# PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

**Nebraska Liquor Control Commission**

P.O. Box 95046  
Lincoln NE 68509-5046  
(402)471-4881  
brenda.hiland@nebraska.gov  
OTC Local Ref ID: 91639482  
1/31/2024 11:57 AM

Status: **APPROVED**  
Customer Name: Papa Moon  
Type: MasterCard  
Credit Card Number: \*\*\*\* \* 1415

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	82983164	\$400.00

Applicant Name:: **Papa Moon Vineyards & Winery LLC**

Trade Name (DBA):: **Papa Moon Ciders**

Address:: **3109 Ave B**

City:: **Scottsbluff**

State:: **Nebraska**

Zip Code:: **69361**

Phone Number:: **3086318380**

Email Address:: **ryan@papamoonvineyards.com**

Farm Winery License (Class Y)	1	82983164	\$650.00
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Trade Name (DBA):: **Papa Moon Ciders**

Address:: **3109 Ave B**

City:: **Scottsbluff**

State:: **Nebraska**

Zip Code:: **69361**

County Name:: **Scottsbluff**

Phone Number:: **30386318380**

Email Address:: **Ryan@papamoonvineyards.com**

\$100.00

Catering Endorsement (Class K)

1

82983164

License Number:: **TBD**

Trade Name (DBA):: **Papa Moon Cider**

Address:: **3109 Ave B**

City:: **Scottsbluff**

State:: **Nebraska**

Zip Code:: **69361**

Phone Number:: **3086318380**

Email Address:: **Ryan@papamoonvineyards.com**

Total remitted to the Nebraska Liquor Control Commission \$1,150.00

Total Amount Charged \$1,178.64

**CHECK LIST**

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

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

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

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

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

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\*OTHER COUNCIL CONCERNS

## Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, City Manager/Chief of Police  
**Date:** 02/29/2024  
**Re:** Application for a Class YK Liquor License Number YK - 126264, Papa Moon Vineyards & Winery LLC, dba: Papa Moon Ciders, 3109 Avenue B, Scottsbluff, Nebraska 69361

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

### COMMENTARY

#### 53-132: Section 2

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

A background check was conducted on Ryan Massey, Katlyn Massey, Trevor Massey, Leah Massey, James Massey, and Barbara Sullivan, owners of Papa Moon Ciders, to determine their fitness to have a liquor license. All reported not having any criminal convictions. I found none during my research. I saw no information that would disqualify the applicants from having a liquor license.

After consideration, I have concluded that the applicant is 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.

On Wednesday, February 21, 2024, Katlyn Massey, Leah Massey, and Trevor Massey appeared before the Liquor License Holders Investigatory Board to discuss their application. Katlyn explained that they all have previous experience and own Papa Moon just north of Scottsbluff, 230975 County Rd J, Scottsbluff, NE. I reviewed the current Papa Moon Liquor Licenses, a YK, and an I. I noticed no violations listed on the Nebraska Liquor Commission website. Katlyn reported that all customers, no matter their age, who wish to purchase alcohol will be required to present a valid form of identification. Katlyn further explained that each server will have a hand-held device to scan identifications to determine a customer's age.

The applicant appears able and willing to conform to language within the Nebraska Liquor Control Act.

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

Katlyn told the board they would require all employees to attend TIPS training. Katlyn said that management would inventory and order any alcohol. Adding that overstock will be secured. Katlyn told the board that the business has a video recording system that operates during and after business hours. There is also an audible intrusion alarm. After hearing Massey's plan and answering several questions, the board voted unanimously to send a favorable recommendation to the Council.

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

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

The business will be open Wednesday through Saturday, 11:00 am to 10:00 pm. Papa Moon is in a location that has been a retail business for many years.

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

**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 is located at 3109 Avenue B, Scottsbluff, Nebraska 69361. It will be a restaurant and farm winery that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with its location.

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

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

- (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 in the general area, the traffic flow and pedestrian traffic are not of concern now.

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

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 18,000 calls for service, not including traffic citations, during 2023. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is complex. Compliance checks remain a concern to those businesses that sell alcohol to



minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad jurisdiction generally precludes any particular focus in the city.

**(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, training, and close supervision of patrons are essential. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.



**Total Class B Licenses** 1

**Class C Licenses**

**Restaurants**

El Charrito Restaurant & Lounge, Inc .	802 21 <sup>st</sup> Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway
Power House on Broadway, LLC d/b/a Power House Social (Catering)	1721 Broadway
Frank Eats, LLC d/b/a Taco De Oro	2601 Avenue I

**Hotel/Motel**

Holiday Inn Express	1821 Frontage Rd.
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**Taverns/Lounges**

Hight's Tavern	20 West 18 <sup>th</sup> Street
Bob's Garage & Bar	1907 Broadway
RSK Frontside, LLC dba Frontside	1001 Avenue I
Racks Sports Bar, LLC (Catering)	1402 East 20 <sup>th</sup> St.- Suite B

**Retail**

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

**Clubs**

Elks BPO Lodge 1367 (Catering)	1614 1 <sup>st</sup> Avenue
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**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
Big Bats	902 West Overland
Git N Split	506 West 27 <sup>th</sup> Street
Grass Retail, LLC d/b/a Shortstop	2002 Avenue I
Route 26 Mart (AS 22, LLC)	1722 E 20 <sup>th</sup> Street
Maverik Stores Inc.,	920 West 36 <sup>th</sup> St.,
Walgreens	205 West 27 <sup>th</sup> Street
Essential Fuel	822 South Beltline Hwy W
Essential Fuel	2319 East Overland
Essential Fuel	837 27 <sup>th</sup> Street
Chen's Express Mart	405 W. 27 <sup>th</sup> Street

**Liquor Stores**

Montez Liquor  
Cigarette Chain

1311 E Overland Dr.  
323 East Overland

**Discount/Grocery Stores**

Target (Catering)  
Wal-Mart Supercenter #867

1401 Frontage Rd.  
3322 Avenue I

**TOTAL CLASS D LICENSES 17**

**CLASS I LICENSES**

**Restaurants**

Rosita's (Catering)  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
El Rancho Viejo Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
Taco Town  
Prime Cut  
Sweet V's (Catering)

1205 East Overland  
2302 Frontage Rd.  
826 West 36<sup>th</sup> St.  
829 Ferdinand Plaza  
1901 East 20<sup>th</sup> Street  
23 West 27<sup>th</sup> St.  
1522 Broadway  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1818 1<sup>st</sup> Ave.

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES 12**

**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**

<b>TOTAL LICENSES</b>	
Class A	0
Class B	1
Class C	14
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>48</b>

# Memo

## EXHIBIT V

**Date:** February 12th, 2024  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer  
**Re:** Class "YK" Liquor License Application  
Papa Moon Vineyards & Winery LLC  
3109 Avenue B  
Scottsbluff, NE 69361

**Action:**

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The owner of Papa Moon Vineyards & Winery LLC has applied for a new liquor license in the name of Ryan Massey.

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 3109 Avenue B is situated in a C-3 (Heavy Commercial) zoning district where a distillery 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 brewery in a C-3 (Heavy Commercial) zone are one space per 500 square feet of brewery space. The square footage for the brewery portion of the business is 1,662 square feet. This would require four parking spots. The property appears to meet this requirement.
- (3) The use of this property complies with C-3 (Heavy Commercial) zoning codes. The properties to the north and east are zoned C-3 (Heavy Commercial). The property to the south is zoned C-2 (Neighborhood Commercial). The property to the west is zoned R-4 (Heavy Density Multiple-Family).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,283.

City of Scottsbluff  
Liquor License Holders Investigatory Board  
Regular Meeting  
February 21, 2024 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, February 21, 2024 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on January 6, 2024 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Libby Stobel, City Attorney, Matt Huck, Scottsbluff Public Schools. Absent: Russ Knight, Chairman, Kelli Larson, Panhandle Prevention Coalition, Emily Norman, WNCC.
2. Open Meeting Act – Vice-Chairman Margheim 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. Changes or additions to the agenda – None.
5. Approve the January 10, 2024 Regular Meeting Minutes – Motion by Spencer, second by Huck to approve the January 10, 2024 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
  - a. Ms. Katlyn Massey, Leah Massey and Trevor Massey were present to answer questions regarding the Class YK and Class I Liquor License Applications for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.

Police Chief Spencer asked the Masseys what their experience is in the alcohol industry. Katlynn Massey explained in 2012 they opened the Papa Moon Vineyards & Winery north of Scottsbluff. They started making wine out of grapes grown on the property. That soon grew to ciders which is an apple-based and meade which is a honey based.

Mr. Spencer asked what procedures are in place to prevent under age drinking. Ms. Massey stated they will card everyone who orders alcohol and each server will have a handheld that they will scan the ID bar code with. They will also have ID books

available to look at that contain the ID's of each state. In addition, all employees will be required to take Etips training and they do have a training scheduled for Saturday.

Ms. Massey also commented they have cameras located throughout the building at each entrance and exit and all cameras record. Trevor Massey will do all the inventory and ordering and the alcohol will be served in taps up front, with the actual alcohol located in a room behind that is locked with a keypad. They will sale some beer on tap which will be brought in and located in a small refrigerator by the bar. They plan on selling no hard liquor. The business hours will be Wednesday-Saturday 11:00 a.m. to 10:00 p.m.

When asked what would happen if alcohol was sold to a minor, Ms. Massey explained all employees would be retrained.

After discussion, Committee Member Huck moved, seconded by Committee Member Margheim to send positive recommendations to Council regarding the Class YK and Class I Liquor Licenses for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave B. Scottsbluff; Ryan Massey, Manager. Motion passed unanimously.

There was no other business presented. The meeting adjourned at 2:19 p.m.

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Andrea Margheim, Vice- Chairman

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Kim Wright, Secretary



# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Pub. Hear.2**

**Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class YK Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders and naming Ryan Massey as the Liquor License Manager.**

Staff Contact: Kim Wright, City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Pub. Hear.3**

**Council to conduct a public hearing set for this date at 6:00 p.m. to receive information on the Class I Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

**Agenda Statement**

Item No.

For meeting of: March 4, 2024

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class I Liquor License application from Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, 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.

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**EXHIBITS**

Resolution     Ordinance     Contract     Minutes     Plan/Map

Other (specify)     Application, Memorandums, Exhibits

- Exhibit #1 – Application of Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.
- Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022
- Exhibit #3 – Written Statement of Police Chief
- Exhibit #4 – Written Statement of City Clerk
- Exhibit #5 – Written Statement of Development Services

---

**NOTIFICATION LIST:** Yes  No  Further Instructions

Ryan Massey  
230977 County Road J  
Scottsbluff, NE 69361

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

---

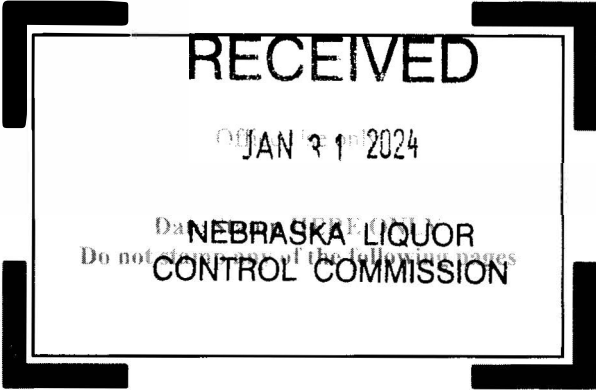
Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR  
LICENSE CHECKLIST RETAIL EXHIBIT #1**

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: I

License Number:  
**126265**



**Office Use Only**

NEW / REPLACING \_\_\_\_\_ TOP Yes / No Yes

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 Papa Moon Vineyards + Winery LLC

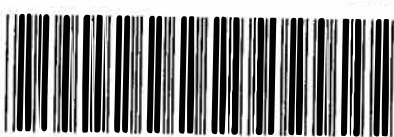
TRADE (DBA) NAME Papa Moon Ciders

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Ryan Massey

CONTACT EMAIL ADDRESS ryan@papamoonvineyards.com  
reed

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$400</u> RCPT _____	
RECEIVED: <u>1-31-24</u>	
DATE DEPOSITED _____	

  
2400001284

FORM 100  
REV 12/7/2022  
PAGE 1

**CHECK DESIRED CLASS**

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

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

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

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

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

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

**NAME OF ATTORNEY OR PERSON 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  
REV 12/7/2022  
PAGE 3

Trade Name (doing business as) Papa Moon Vineyards + Winery LLC  
Street Address Avenue 3109 Ave B  
City Scottsbluff County Scottsbluff 21 Zip Code 69361-4350  
Premises Telephone number 470-281-7551  
Business e-mail address Info@papamoonvineyards.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 Papa Moon  
Street Address Avenue 3109 Ave B  
City Scottsbluff State Nebraska Zip Code 69361-4350

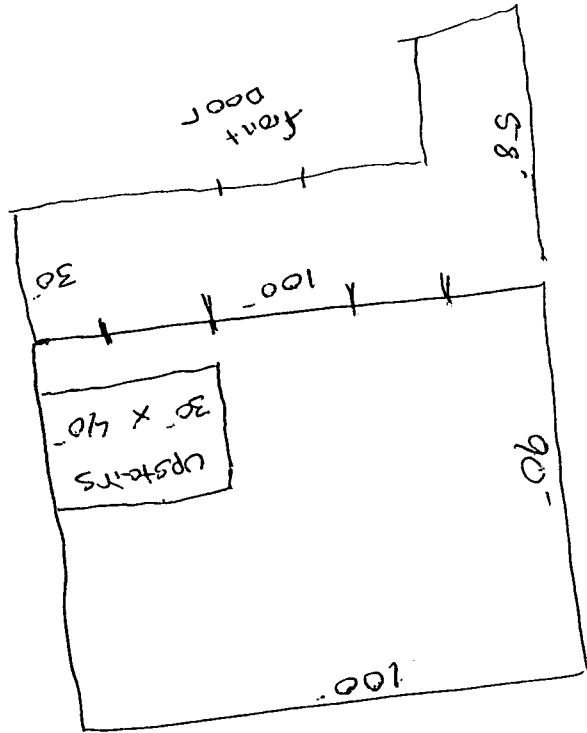
IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 220 x width 100 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 295 x width 357 in feet+  
\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing  
Number of floors of the building 2 Second floor approx 30' x 40'

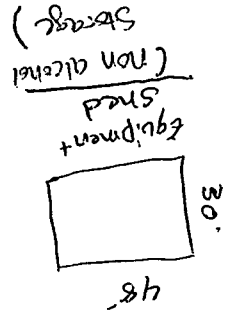
**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

Included with winery Application

Entire property fenced in with 8 foot fence



" Outdoor Area "



← N

295'

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

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

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

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

Table with 5 columns: Name of Applicant, Date of Conviction (mm/yyyy), Where Convicted (city & state), Description of Charge, Disposition. The table is currently empty.

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

YES NO

If yes, provide business name and license number

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

YES 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 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



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

YES  NO

If yes, list the lender(s) Platte Valley Bank

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

YES  NO

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

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

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

Platte Valley Bank, 1212 Circle Dr. Scottsbluff, NE. Ryan, Katlyn, Trevor, Jim Masscy

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.

Papa Moon - 230975 CRJ, Scottsbluff Nebraska  
(current) 125858, 125526

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)
Ryan Massey	6/22	TIPS

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Ryan Massey/owner	2012	Papa moon. Scottsbluff, NE
Trevor Massey/owner	2012	" "
James Massey/owner	2012	" "

13. If the property for which this license is sought 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 name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed (Included with attachments)  
 Purchase Agreement

14. When do you intend to open for business? February 2024

15. What will be the main nature of business? Production of Ciders / Food Service.

16. What are the anticipated hours of operation? wednesday to Saturday 11AM - 10PM

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 AND SPOUSE MUST COMPLETE					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Ryan Massey, Scottsbluff, NE	1989	present	Katlyn Massey Scottsbluff, NE	2010	present
Trevor Massey, Scottsbluff, NE	2011	present	Leah Massey, Scottsbluff, NE	2010	present
<del>James Massey</del>	1986	present	Barbra Sullivan, Madison, MS	2000	present

If necessary, attach a separate sheet

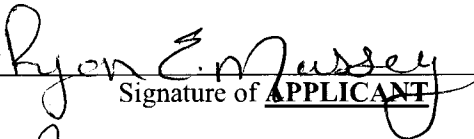
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

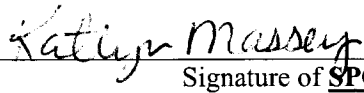
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

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

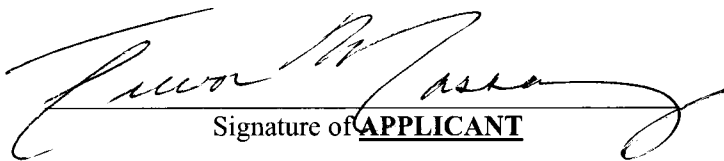
**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**


  
Signature of APPLICANT

  
Signature of SPOUSE

Ryan Massey  
Printed Name of APPLICANT

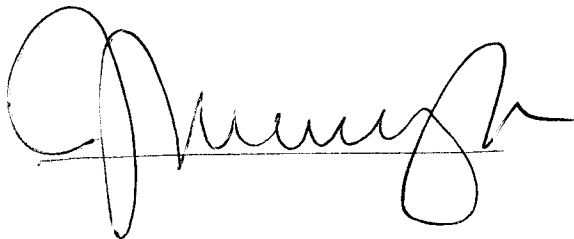
Katiya Massey  
Printed Name of SPOUSE

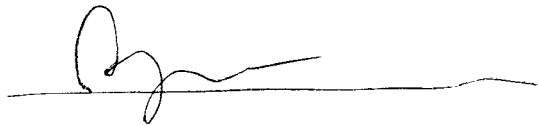
  
Signature of APPLICANT

  
Signature of SPOUSE

Trevor Massey  
Printed Name of APPLICANT

Leah Massey  
Printed Name of SPOUSE

  
James Massey

  
Barbara Sullivan

# Nebraska Secretary of State

## PAPA MOON VINEYARDS & WINERY, LLC

Thu Feb 8 08:32:05 2024

**SOS Account Number**

2212219464

**Status**

Active

**Principal Office Address**

230975 CR J  
SCOTTSBLUFF, NE 69361  
USA

**Registered Agent and Office Address**

RYAN E MASSEY  
230975 COUNTY ROAD J  
SCOTTSBLUFF, NE 69361

**Designated Office Address**

230975 COUNTY ROAD J  
SCOTTSBLUFF, NE 69361

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Dec 06 2022

**Next Report Due Date**

Jan 01 2025

**Associated Entities**

Account Number	Name	Type	Status
2303106489	PAPA MOON BREWING	Trade Name	Inactive
2301037285	PAPA MOON CIDERS	Trade Name	Active
10203398	PAPA MOON VINEYARDS & WINERY	Trade Name	Active

**Filed Documents**

Filed documents for PAPA MOON VINEYARDS & WINERY, 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	Dec 06 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Proof of Publication	Jan 15 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Jan 17 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

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

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

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

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

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

[Continue to Order](#)

[↑ Back to Top](#)

# LIMITED LIABILITY COMPANY (LLC)

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

Papa Moon Vineyards + Winery LLC

Name of Registered Agent: Ryan Massey

LLC Address: 230975 <sup>County Road</sup> ~~ER~~ J ~~500~~

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308 631 8380 LLC Fax Number NA

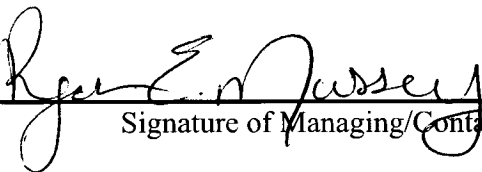
### **Name of Managing/Contact Member**

Name and information of contact member must be listed on following page

Last Name: Massey First Name: Ryan MI: E

Home Address: 230977 <sup>County Road</sup> ~~ER~~ J City: Scottsbluff

State: Nebraska Zip Code: 69361 Home Phone Number: 308 631 8380

  
Signature of Managing/Contact Member

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

Last Name: Massey First Name: Ryan MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Katlyn Massey  
Spouse Social Security Number: \_\_\_\_\_  
Percentage of member ownership 33.33

Last Name: Massey First Name: Trevor MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Leah K. Massey  
Spouse Social Security Number: \_\_\_\_\_  
Percentage of member ownership 33.33

Last Name: Massey First Name: James MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Barbara Davey Sullivan  
Spouse Social Security Number: \_\_\_\_\_  
Percentage of member ownership 33.33

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 owned 100% by another corporation/LLC?**

YES       NO

If yes, Form 185 is required

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

Starting Date: 1/1/23      Ending Date: 12/31/23

**Is this a Non Profit Corporation?**

YES       NO

If yes, provide the Federal ID #. \_\_\_\_\_



**CERTIFICATE OF ORGANIZATION  
OF  
PAPA MOON VINEYARDS & WINERY, LLC**

**I.  
NAME**

The name of this limited liability company is:  
**PAPA MOON VINEYARDS & WINERY, LLC**

**II.  
INITIAL DESIGNATED OFFICE AND AGENT FOR SERVICE**


The address of the limited liability company's initial designated office in the state of Nebraska is: 230975 County Road J, Scottsbluff, Nebraska 69361.

The name and address of its initial agent for service of process in the state of Nebraska is:  
Ryan E. Massey, 230975 County Road J, Scottsbluff, NE 69361.

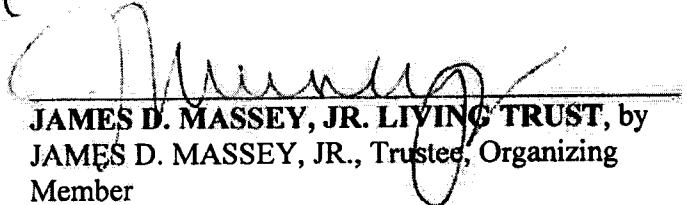
**III.  
PURPOSE**

The purpose for which the limited liability company is organized is the transaction of any and all lawful business for which limited liability companies may be formed under the Nebraska Uniform Limited Liability Company Act.

DATED this 28 day of November, 2022.

  
\_\_\_\_\_  
RYAN E. MASSEY, Organizing Member

  
\_\_\_\_\_  
TREVOR J. MASSEY, Organizing Member

  
\_\_\_\_\_  
JAMES D. MASSEY, JR. LIVING TRUST, by  
JAMES D. MASSEY, JR., Trustee, Organizing  
Member

**OPERATING AGREEMENT**  
**OF**  
**PAPA MOON VINEYARDS & WINERY, LLC**

**I.**  
**MANAGEMENT**

1.1 Members. Management of the company shall be vested in each member in proportion to such member's contribution to the capital of the company, as adjusted from time to time to properly reflect any additional contribution or withdrawal by another member.

1.2 Ownership. Ryan E. Massey owns 33.33% interest in the LLC, Trevor J. Massey owns 33.33% interest in the LLC, and James D. Massey, Jr. owns 33.34% interest in the LLC, as joint tenants with right of survivorship.

1.3 Contracting Authority. The company shall not enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, nor incur any indebtedness, except with the approval of all members holding at least a majority in interest of the company. No member shall take any action on behalf of the company or otherwise bind the company except with the approval of members holding at least a majority in interest of the company.

1.4 Statement of Authority. The Manager may deliver to the Nebraska Secretary of State for filing a statement of authority pursuant to Neb. Rev. Stat., §21-127. The statement may provide with respect to any Member or Manager, the authority or limitations on the authority to do any of the following:

- (a) Execute an instrument transferring real property held in the name of the company; and
- (b) Enter into other transactions on behalf of, or otherwise act for or bind, the company.

1.5 Duties of Members. No member shall be expected to devote full time and attention to the affairs of the company, but shall devote the amounts of time and attention reasonable and appropriate in the member's good faith judgment under the circumstances then prevailing.

1.6 Officers of the Company. The officers of the Company shall be a President and Secretary/Treasurer, and shall be elected annually by the members. The officers shall report and be accountable to the Members of the Company. The duties and responsibilities of the officers are as follows:

President: The President shall be the principal officer of the Company and shall carry out the direct operations of the Company under the direction of the Members. The President

shall preside at all meetings of the Company members. The President shall have such other duties and responsibilities as may be prescribed by the Members from time to time.

**Secretary:** The Secretary of the Company shall:

- (a) Keep the minutes of the meetings of the members.
- (b) See that all notices are given in accordance with the provisions of this agreement;
- (c) Be custodian of the Company records
- (d) Keep a record of the names and addresses of the members
- (e) In general, perform all the duties of the Secretary and such other duties as may from time to time be assigned by the Members.

**Treasurer:** The Treasurer of the Company shall:

- (a) In general, have charge and custody and be responsible for all funds, securities, and property of the Company.
- (b) Receive and give receipt for monies due and payable to the Company from any source whatsoever and deposit all such monies in such banks or other depositories as shall be selected by the Members.
- (c) In general, perform all the duties of the Treasurer and such other duties as may from time to time be assigned by the Members.

## II. CONTRIBUTIONS TO CAPITAL

2.1 **Initial Contributions.** Each member agrees to make the initial contribution to the capital of the company described on "Exhibit A" attached to this agreement on the date hereof. No member may make any additional, voluntary contributions to the capital of the company except with the prior written consent of a majority in interest of the members of the company.

2.2 **Additional Contributions.** No member shall be required to make any additional contributions to the capital of the company, except to the extent expressly set forth in this agreement or in the certificate of organization. Any requirement to contribute additional funds to the capital of the company shall be imposed upon the members pro rata based upon their respective percentage interests, except to the extent that all members agree to the contrary.

## III. MAINTENANCE OF CAPITAL ACCOUNTS

3.1 **Maintenance Provisions.** A capital account shall be maintained on the books and records of the company with respect to each member.

- (a) To each member's capital account there shall be credited:
  - (i) the cash and the fair market value (as reasonably agreed by the members in good faith) of any property other than cash contributed by the members to the capital of the company;
  - (ii) The member's allocable share of profits, and any items of income or gain which are specially allocated to the member; and

- (iii) The amount of any company liabilities assumed by the member or which are secured by any property of the company distributed to the members.
- (b) To each member's capital account there shall be debited;
- (i) The amount of cash and the fair market value of any property (as reasonably agreed by the members in good faith) of the company distributed to the member;
  - (ii) The member's allocable share of losses and any items of expense or loss which are reasonably allocated to the member; and
  - (iii) The amount of any liabilities of the member assumed by the company or which are secured by any property contributed by the member to the company.

3.2 Transfer of Capital Accounts. If all or a portion of an interest in the company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to that portion of the capital account of the transferor which is allocable to the transferred interest.

3.3 Capital Contributions. For purposes of this agreement, "capital contribution" means, with respect to any member, the amount of money and the fair market value of any property (as reasonably agreed by the members in good faith) contributed to the company with respect to the interest held by that member.

#### IV. ALLOCATIONS OF PROFITS AND LOSSES

4.1 Allocations. The company's profits or losses for any fiscal year shall be allocated among the members in accordance with their respective cumulative capital contributions, adjusted to reflect any withdrawals of capital by any members. The percentage of the capital, profits, and losses of the company allocable to a member, determined in the manner set forth in this Section 4.1, shall be referred to herein as such member's "percentage interest" in the company.

#### 4.2 Other Allocation Rules.

(a) To determine the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the members, using any permissible method under Internal Revenue Code Section 706 and the Regulations thereunder.

(b) The members are aware of the income tax consequences of the allocations made by this Section 4 and hereby agree to be bound by the provisions of this Section 4 in reporting their shares of company income and loss for income tax purposes.

#### V. NON-LIQUIDATING DISTRIBUTIONS

5.1 Discretionary Distributions. To the extent that the company's assets exceed its liabilities (other than liabilities to members on account of their capital contributions) the company, with the approval of a majority in interest of the members, may make non-liquidating distributions

of cash or other property to members from time to time on a pro rata basis in accordance with the member's respective percentage interests.

## VI. DISSOLUTION AND WINDING UP

6.1 Liquidating Events. The company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "liquidating event"):

- (a) The written agreement of all members to dissolve, wind up, and liquidate the company; or
- (b) The death, retirement, withdrawal, resignation, expulsion, bankruptcy, or dissolution of any member in the company, unless the business of the company is continued by written consent of at least a majority in interest of the remaining member.

The members hereby agree that, notwithstanding any provision of the Nebraska Uniform Limited Liability Company Act, (the "Act"), the company shall not dissolve prior to the occurrence of a liquidating event. If a court of competent jurisdiction determines that the company has dissolved prior to the occurrence of a liquidating event, the members hereby agree to continue the business of the company without a winding up or liquidation until the occurrence of a liquidating event.

6.2 Winding Up. Upon the occurrence of a liquidating event, the company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its asset, and satisfying the claims of its creditors and members. No member shall take any action that is inconsistent with or not necessary to or appropriate for, the winding up the company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this agreement shall continue in full force and effect until such time as the assets of the company have been distributed pursuant to this section and the company has terminated. The members shall be responsible for overseeing the winding up and liquidation of the company, shall take full account of the company's liabilities and assets, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds from the liquidation, to the extent they are sufficient, to be applied and distributed in the manner required by the Act.

## VII. TRANSFERABILITY OF INTERESTS

7.1 General. The Members do not want any Membership Units to be made generally available to persons other than current Members. Except as otherwise permitted herein, the Members agree that no Member will encumber, transfer, or permit to be encumbered or transferred all or any portion of a Membership Unit, including the economic transferable interest of the Member, whether now or hereafter acquired, except in accordance with the terms of this Agreement or with the prior written unanimous consent of the Members (other than the Offering Member). The Company books shall not reflect any attempted encumbrance or transfer of any Membership Units not in accordance with the terms of this Agreement.

7.2 Encumbrances. Notwithstanding any other restriction in this Agreement, Members may not encumber, or permit to be encumbered, all or any portion of a Member's Membership Units as security or collateral for loans acquired, assumed or contracted for by the Company, without the prior written unanimous consent of the Members (other than the encumbering Member).

7.3 Transfer by Gift or Bequest. Any member may transfer by gift or bequest all or any portion of his or her interest in the company to a spouse and/or child(ren) of the transferring member, or to a trust established for the benefit of such spouse and/or child(ren), or to an existing member of the company upon written notice to the company, of such gift or bequest. This is subject to a right of first refusal by the other members to purchase or the LLC to buy back that interest.

7.4 Death of Member. In the event that a member dies, and provided the business of the company is continued pursuant to this Operating Agreement, the company or the remaining members may at their option repurchase the deceased member's interest in the company from the deceased member's heirs for an amount equal to the fair market value of the interest on the member's date of death. The fair market value of the member's interest shall be as agreed in good faith by the remaining members and the personal representative(s) of the deceased member's estate; provided that, if no such agreement has been reached within ninety (90) days of the date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to the remaining members and the estate of the deceased member, which shall bear equally the cost of such appraisal. The fair market value of the deceased member's interest shall be payable by the company to the deceased member's estate within one hundred twenty (120) days of the establishment of such fair market value on the payment terms set forth in Section 7.4 of this agreement.

7.5 Buy/Sell Rights. Except as provided in Section 7.1, 7.2, and 7.3 of this Operating Agreement, any member desiring to sell, transfer or assign all or any part of the member's interest to a third party shall communicate such intention in writing to the company and all other members stating the purchase price proposed for the transfer. Within thirty (30) days after receiving this notice, the company may purchase, at its option, all or any part of the interest described in the notice for the purchase price stated in this notice. If the company elects not to purchase all of such interest within such thirty (30) day period, then the other members at that time may purchase, at their option, all or any part of the interest within forty-five (45) days of receiving such notice on the same terms and conditions that were available to the company. If more than one member shall desire to acquire this interest and no agreement is reached regarding the portion of the interest each may acquire, the members shall acquire the interest in proportion to their respective percentage interest. If, after the lapse of forty-five (45) days from the date of the notice, neither the company nor the other members have acquired the entire interest proposed to be transferred, then the selling member may consummate the proposed transfer of the remaining interest at a price and on payment terms no more favorable to the buyer than those available to the company and the members under this Section; provided, however, that if this sale is not consummated within one hundred twenty (120) days after lapse of the other member's option to purchase, no sale shall be permitted without again offering the interest to the company and the members in the foregoing manner.

7.6 Expenses. Except as otherwise expressly provided herein, all expenses of the company incident to the admission of the transferee to the company as a member shall be charged to and paid by the transferring member.

## VIII. FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the company shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

## IX. ACCOUNTING

9.1 Accounting. The company shall at all times maintain full and accurate books of account, in which shall be entered all the transactions of the company. The books of account shall be kept at the principal office of the company, and shall be open to reasonable inspection and examination by the members and their duly authorized representatives during normal business hours. The company shall deliver to each member within ninety (90) days after the expiration of each company fiscal year a) financial statements of the company for that fiscal year compiled on an income tax basis of accounting by an independent certified public accountant, b) the information about the company for that fiscal year required to be provided to the members for income tax purposes, c) a statement of each member's allocated share of profits or losses for the fiscal year, and d) the balance in each member's capital account as of the end of that fiscal year.

## X. SALARIES OF OFFICERS

10.1 Salaries of Officers. The compensation, if any, to be paid to a member in exchange for the member's services to the company shall be fixed by a majority in interest of the members in their discretion from time to time.

## XI. INDEMNIFICATION

11.1 General Indemnity Provision. With the approval of a majority in interest of the members, the company may indemnify any person who is a party (or is threatened to be made a party) to any action, suit or proceeding (whether civil, criminal, administrative, or investigative), if such person is a party by reason of the fact that he or she is or was a member, employee or agent of the company, or is or was serving at the request of the company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. This person may be indemnified against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

11.2 Insurance. With the approval of a majority in interest of the members, the company may purchase and maintain insurance on behalf of any person who is or was a member, employee or agent of the company or is or was serving at the request of the company as a manager, member, director, officer, employee or agent of another limited liability company, corporation,

partnership, joint venture, trust, or other enterprise, against any liability asserted against the person and incurred in any such capacity or arising out of his or her status as such.

## XII. MISCELLANEOUS

12.1 Successors. This Operating Agreement and all its terms and provisions shall be binding upon the members and any new members and their respective legal representatives, heirs, successors, and permitted assigns.

12.2 Notices. All notices or other communications under this Operating Agreement shall be in writing (unless the Operating Agreement otherwise provides) and shall be considered properly given if delivered by hand or mailed by first class United States Mail, postage prepaid, addressed in care of the respective members at their last-known addresses. Notice may also be delivered by means of a confirmed telecopy, provided the original of the notice is also promptly deposited in the United State Mail, first class, postage prepaid, addressed to the members at their last-known address. Notice of change of address shall be given to the company by hand or first-class United States Mail, after the date of receipt of which notice, the change of address shall be effective. Unless actual receipt of a notice is required by an express provision of this Operating Agreement, any notice shall be deemed to be effective as of the earliest of (a) the date of delivery or confirmed telecopy, or (b) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any communication shall be considered a successful delivery of that communication.

12.3 Applicable Law. This Operating Agreement and the rights and obligations of the members under it shall be construed and interpreted under the laws of the State of Nebraska.

12.4 Amendments. Upon the affirmative vote of all the members of the company, amendments to this Operating Agreement may be adopted, and each member shall promptly execute the amendments or other documents as the company deems appropriate to reflect the amendments under the law of the state of Nebraska.

12.5 Waiver of Partition. Each of the members of the company irrevocably waives any right to maintain any action for partition with respect to the property of the company.

12.6 Company Property. The legal title to any real or personal property or interest in real or personal now or hereafter acquired by the company shall be owned, held or operated in the name of the company, and no member, individually, shall have any ownership interest in such property.

12.7 Acceptance of Prior Acts by New Members. Each person, becoming a member, ratifies all action duly taken by the company, under the terms of this Operating Agreement, prior to the date the person becomes a member.

12.8 Section Headings. The division of this Operating Agreement into sections, subsections, and exhibits is for convenience of reference only and shall not affect the interpretation or construction of this Operating Agreement.



12.9 Severability. In the event that one or more of the provisions contained in this Operating Agreement or any portions thereof are unenforceable or are declared invalid for any reason, this unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions of this Operating Agreement. Each unenforceable or invalid portion of this Operating Agreement shall be severable from the remainder of the Operating Agreement and the remainder of this Operating Agreement shall be interpreted as if the unenforceable or invalid provision or portion had not been included as a part of it.

12.10 Agreement for Further Execution. At any time or times, upon the request of any member, the other members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of a certificate whenever the amendment or cancellation is required by law or by this Operating Agreement, and to cause the filing of any of the same of record wherever such filing is required by law.

12.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single agreement.

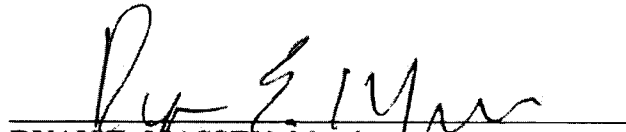
12.12 Time. Time is an essential element to the performance of this Operating Agreement by each member.


12.13 Contracts with Related Parties; Competition. Nothing in this Operating Agreement or in law shall prevent or be construed to prevent any of the members, or any person related to any member, from dealing with the company as to any matter whatever, provided the terms of this dealing are fair and reasonable to the company as determined by a majority in interest of the other members.

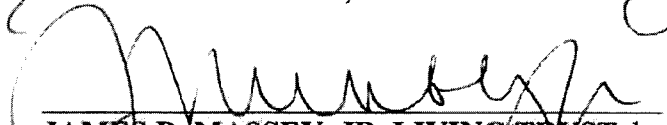
12.14 No Brokers. Each member hereby represents and warrants to the others that no broker, finder, or other person performing similar services is entitled to any commission, fee or other compensation on account of the member's entry into this Operating Agreement, and each member hereby agrees to indemnify the other members harmless from and against any such commissions, fees, or other compensation as may be claimed on account of dealings between the claimant and the indemnifying member.

12.15 Copies Reliable and Admissible. This Operating Agreement shall be considered to have been executed by a person if there is a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original or of a counterpart of the Operating Agreement which has been signed by that person. Any photocopy, facsimile, copy, or photocopy of facsimile copy of this Operating Agreement or a counterpart shall be admissible into evidence in any proceeding as though it were an original.

IN WITNESS WHEREOF, this Operating Agreement is executed this 7<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
**RYANE E. MASSEY, Member**

  
\_\_\_\_\_  
**TREVOR J. MASSEY, Member**

  
\_\_\_\_\_  
**JAMES D. MASSEY, JR. LIVING TRUST, by  
JAMES D. MASSEY, JR., Trustee, Organizing  
Member**

**EXHIBIT A**

**CAPITAL CONTRIBUTIONS IN THE FOLLOWING AMOUNTS:**

Ryan E. Massey	\$	333.33
Trevor J. Massey	\$	333.33
James D. Massey, Jr. Living Trust	\$	333.33

# MANAGER APPLICATION FORM 103

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

## RECEIVED

JAN 31 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

### MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

**CORPORATION OR LLC INFORMATION**

Name of Corporation/LLC: Papa Moon Vineyards + Winery LLC

Premises Trade Name/DBA: Papa Moon Ciders

Premises Street Address: 3109 Ave B

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premises Phone Number: ~~308-681-7551~~ 970-281-7551

Premises Email address: ryan@papamoonvineyards.com

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

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

BARCODE

FORM 103  
REV 12/8/2022  
PAGE 1

MANAGER INFORMATION

Last Name: Massey First Name: Ryan MI: \_\_\_\_\_

Home Address: 230977 Country Road E & J

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 308 631 8380

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Scottsbluff, NE

Email address: ryan@papamoonvineyards.com

YES  NO

SPOUSE'S INFORMATION

Spouses Last Name: Massey First Name: Katlyn MI: \_\_\_\_\_

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Colorado Springs, CO

RESIDENCE HISTORY

Ryan			Kat		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff	1989	present	Scottsbluff, NE	2011	present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	(Present) 2023	Western Heavy Clinic	James Massey	308 635 0600
2012	Present	Papa moon	Ryan Massey	308 631-5380

**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

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):

Papa moon 230975 CR J Scottsbluff

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

YES       NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Ryan Massey	6/22	TIPS

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Ryan Massey/owner	2012	Papa Moon 2012 - present 230975 CR 5 Scottsbluff, NE

5. Have you enclosed Form 147 regarding fingerprints?

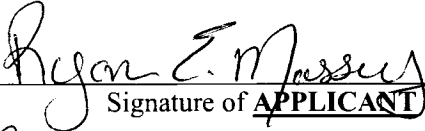
YES       NO

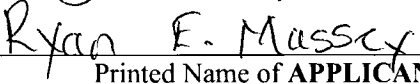
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

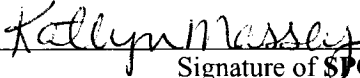
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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


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

**Must be signed by applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**

  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**

  
\_\_\_\_\_  
Printed Name of **SPOUSE**



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

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

Office Use only
Date Stamp HERE ONLY
Do not stamp any of the following pages

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://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 Papa Moon Vineyards + Winery  
Name of Person Being Fingerprinted: Ryan Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 12/30/22  
Location where fingerprints were taken: NSP Troop E-Scottsbluff, Tamera Leeling,  
Office Specialist  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Pay port 78377254  
Any fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Ryan Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**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  
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It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
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*Fingerprint cards should be submitted with the application.*

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

Trade Name Papa Moon Vineyards & Winery LLC  
Name of Person Being Fingerprinted: Katlyn Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 5/19/21  
Location where fingerprints were taken: NSP Troop E  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_  
Do your fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Katlyn Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
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- **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](http://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;  
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**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Papa Moon Vineyards & Winery  
Name of Person Being Fingerprinted: Trevor Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 12/29/22  
Location where fingerprints were taken: NSP- Troop E, Scottsbluff/Tamera Leeling, Office Specialist  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Internet - 75603386  
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Trevor Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**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

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Grade Name Papa Moon Vineyards & Winery

Name of Person Being Fingerprinted: Lean Massey

Date of Birth: [REDACTED]

Date fingerprints were taken: 12/29/22 1/3/2023

Location where fingerprints were taken: NSP-Troop E, Scottsbluff/Tamera Leeling, Office Specialist

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Internet - 75628934

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

Lean K Massey

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

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SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
101 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
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Trade Name Papermixon Vineyards & Winery LLC

Name of Person Being Fingerprinted: James Massey

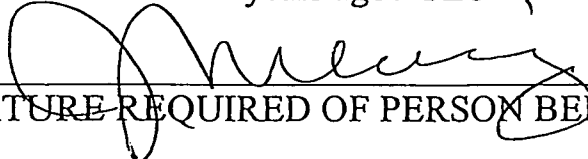
Date of Birth: [REDACTED]

Date fingerprints were taken: 12/28/22

Location where fingerprints were taken: NSP-Troop E, Scottsbluff / Tamera Leeling, Office Specialist

How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

Do your 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

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

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

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Barbara Davey - Sullivan

Date of Birth: \_\_\_\_\_

Date fingerprints were taken: JAN 4, 2023

Location where fingerprints were taken: \_\_\_\_\_

How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

Do any 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

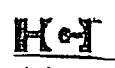
# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on June 7, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Ryan Massey**

Certification to be sent to:

230975 County Road I  
Scottsbluff NE, 69361-7203 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



**BUSINESS PLAN**

*Updated January 1, 2023*



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## 1. EXECUTIVE SUMMARY

The goal of Papa Moon Vineyards & Winery LLC is to cultivate and manufacture a variety of high-quality craft beverages including hard ciders, wines and meads as well as several non alcoholic ciders, canned coffees and teas in Scottsbluff, Nebraska for a broad range of consumers. Our vineyard is managed and cultivated by hand and has successfully produced healthy grapes for approximately 20 years; from these grapes, we have produced high-quality wines for the last 10 years. Our first year of production yielded a batch of red table wine and our second year (2015) batch yielded a barrel or 30 gallons of port-style wine. In the past 10 years we have expanded our production volume by 23,233 % and reached new markets and state distribution with great success. We hope to continue this trend of exponential production growth in the coming years until our product can adequately sustain our business and our customers' demands. We plan to continue producing a variety of different red and white wines including: dessert wines, table wines, and blended wines, a variety of our incredibly popular flavored hard ciders, meads, and our increasingly popular non alcoholic ciders, teas and coffees to meet the demands of a wide array of consumers. We are excited to continue to offer this array of craft beverages to the panhandle and surrounding states. Papa Moon has also experienced significant demand for community oriented, family friendly atmospheres and events as well as a significant increase in novel tourism of individuals and families looking for farm to table and the craft experience. We have done our best to meet this demand and provide incredibly unique experiences however our current location is starting to see its limitations due to high demand. Our research and experience have shown that such a market is in high demand but can be hard to find in the western portion of the state.

Over the years we have amassed a large array of equipment to support our cultivation and production processes; during this time, we have passionately immersed ourselves in the dedicated study of viticulture, enology, and business management. We have divided our workflow amongst the partners and co-founders of the company with each co-founder focusing on specific parts of our critically important business process. By using each co-founder's specific strengths, maintaining a philosophy of open communication, and leveraging technology, we have effectively divided the business into 2 departments (vineyard and production) which function as a fully integrated mechanism for our operations. We have researched our market and potential customers in-depth and have already invested heavily in professional marketing, branding, and design work, which have thus far totally exceeded our expectations. We have garnered the help of family, friends and other local businesses and entrepreneurs to assist the growth of the business and to date; we have established a debt-free business with the help of co-founder investments. Papa Moon Vineyards & Winery LLC aims to continually improve product quality and workflow efficiency by modeling well-established research within the craft beverage and marketing industries as well as by utilizing novel and creative ideas from within our company and through public input via outreach campaigns.

We have the advantage of debt-free startup costs and supplemental owner investment to make our business successful. We currently only operate seasonally (June - September) and hope to expand to year round operations soon. More importantly, the founders of Papa Moon Vineyards & Winery are incredibly passionate about every detail of craft beverage manufacturing from soil chemistry to bottled product. We have, and always will, continue to pour over self-collected data as well as established research in order to produce the most exceptional products and experiences as possible.

### 1.1 Product

Our current lineup of products feature various types of wine, ciders, hard ciders, meads, teas and coffees. Our hard ciders have won several international awards and have taken top honors at international competitions in which we compete at times with up to 7 other countries including the US. We plan to continue to significantly expand and grow our manufacturing capacity which has grown

23,333 % over the last 10 years to meet the demand we have seen internationally from winning at such competitions. We have propagated a variety of different grape species suited to grow in our climate region, which will be used to produce our wine. We have established great relationships with our many partners and suppliers to provide quality ingredients and a reliable supply chain.. Our location offers an incredibly unique and unforgettable novel "Nebraska " experience, to capitalize on this we will continue to offer our space for special events, community gatherings and fundraisers with the knowledge that we have outgrown our current space due to demand and expansion is necessary. All members of the LLC have chosen the panhandle to raise their young families and have established deep roots in the community for many many years. Family growth is important to us and important to the community, thus, we will continue to provide education to children through our partnership with the nature conservancy, provide families with children a safe and friendly place to frequent as well as safe, non alcoholic craft beverages with the knowledge of the hard work and the process it takes to get from soil to table.

## **1.2 Customers**

The target audience for Papa Moon Vineyards & Winery consists primarily of men and women aged 21 and over. We find that our model attracts younger people especially those with families and individuals who travel for leisure or tourism. As a compliment to those young families, we have worked to incorporate children with non alcoholic beverages and many educational opportunities. Our marketing and branding strategies have been implemented with a focus on fun, family friendly environment and education in mind. Our labels, brochures, social networking pages, website, and paraphernalia all feature very organic designs which have been targeted directly toward individuals who care about where their food/alcohol comes from and where their money goes.

## **1.3 What Drives Us**

The Members of Papa Moon LLC were all born and raised in the panhandle. For over 100 years our family has been passionate about seeing the community grown and significantly invested in programs for families, wildlife and nature, sat on several community boards and advocated for the community at large. The members will continue to have this as their primary focus. Being young adults in the community we look for things that we enjoy and that benefit our community. Growing and crafting beverages has become a passion because it allows us to express ourselves and show the world, through competition and outreach, what Nebraska is and can be. Over the years, we have hired several employees that have become family. We love to see them grow with us and feel we are providing them with good income, a fun and great place to call home.

## 2. COMPANY DESCRIPTION

### 2.1 Mission Statement

To cultivate and produce high quality beverages for the enjoyment of a broad array of consumers, maintain a safe and family friendly environment, advocate for safe consumption, for the panhandle, its families and the community we call home.

### 2.2 Principal Members



**Trevor Massey** –  
owner, partner, lab manager,  
business manager,



**Ryan Massey** –  
owner, LLC manager, head  
brewer, cidemaker,  
equipment specialist



**Jim Massey** –  
owner, partner,

### 2.3 Legal Structure

Papa Moon Vineyards & Winery is structured as a Domestic Limited Liability Company

### 3. MARKET RESEARCH

#### 3.1 Industry (Local)

There are currently 29 registered wineries within the Nebraska Winery and Grape Growers Association; the vast majority of these being clustered near the Lincoln/Omaha area. The state of Nebraska is divided into seven different wine regions (Nebraska Winery and Grape Growers Association, 2015) Papa Moon Vineyards and Winery features almost no competition with the exception of 17 Ranch Winery (labeled #1 in Figure 1) which is situated near the border between the Panhandle and Prairie Lakes regions. Papa Moon's location would provide a centrally located vineyard and winery within the Panhandle region and would allow access to a large area with demand for a winery.

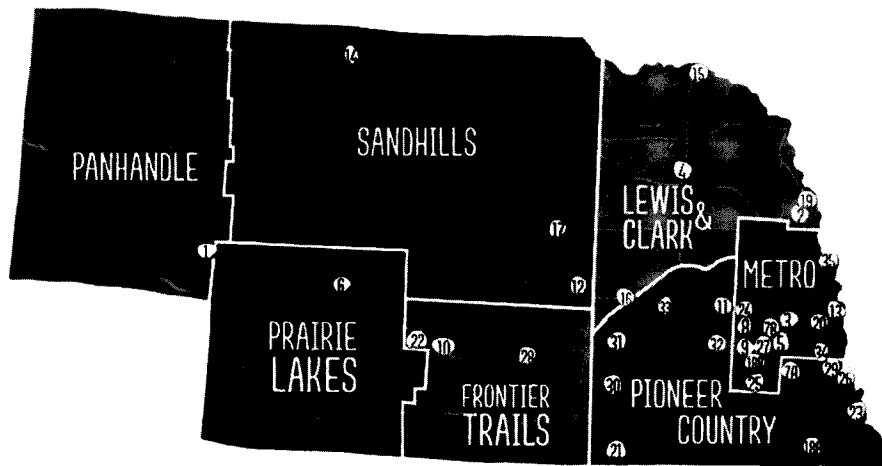


Figure 1 - State of Nebraska wine growing regions (Nebraska Winery and Grape Growers Association, 2015)

The current Nebraska wine industry shows huge potential for producers, consumers, and the general economic outlook of Nebraska. Figure 2 depicts the rate of increasing growth within the industry from 1994 to 2005.

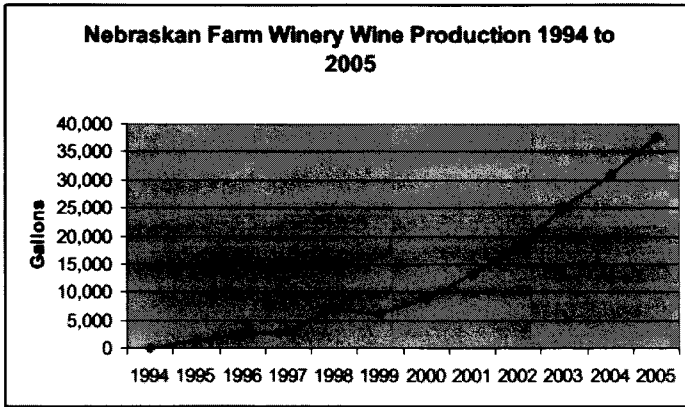


Figure 2 - Rate of farm winery wine production in Nebraska from 1994 to 2005 (Thompson & Freudenburg, 2007)

Table 1 depicts the combined direct annual economic impact of Nebraska wineries and Nebraska grape growers, while Table 2 represents the estimated annual economic impact of the Nebraska wine industry in terms of total retained spending, employment, and wages. These data represent great potential for the area wine industry.

**Direct Annual Economic Impact**

	Spending (millions)
<b>Nebraska Wineries</b>	<b>\$2.4M</b>
<b>Nebraska Grape Growers</b>	<b>\$1.0M</b>

Sources: BBR research estimates.

Table 1 - Direct annual economic impact of Nebraska wineries and grape growers (Thompson & Freudenburg, 2007)

**Estimated Total Annual Economic Impact**

from Retained Spending

Total Economic

	Activity (millions)	Employment	Wages (millions)
<b>Nebraska Wineries</b>	<b>\$4.0M</b>	<b>60</b>	<b>\$1.2M</b>
<b>Nebraska Grape Growers</b>	<b>\$1.2M</b>	<b>22</b>	<b>\$0.4M</b>
<b>Total Impact</b>	<b>\$5.3M</b>	<b>82</b>	<b>\$1.6M</b>

Sources: BBR Research Estimates

Note: Column entries may not sum to column totals due to rounding

Table 2 - Estimated total annual economic impact from retained spending of Nebraska wineries and grape growers based on activity, employment, and wages (Thompson & Freudenburg, 2007)

### **3.1 Industry (National)**

We have seen healthy growth and demand in other states across the United States. As industry trends fluctuate Papa Moon is uniquely positioned in the market due to its wide product portfolio. With over a decade of experience we have the ability to quickly and knowledgeable pivot our wide array of products to accommodate any change in trends.

In 2021, cider produced \$553.6 million in revenue, a slight dip from \$566 million in 2020 but an increase over \$517.8 million in 2019, according to NielsenIQ. However, that only accounts for chain retail sales. Including on premises draft and other sources, cider produces over \$1 billion in revenue. And in North America, the market is Expected to grow by 3.5% between 2022 and 2027, in large part due to U.S. consumers embracing hard cider.

We have just started tapping into distribution channels in Nebraska and surrounding states and expect large increases in demand as new markets are tapped.

### **3.2 Customers**

We plan to leverage the trending interest in local food and commerce as well as the use of novel marketing and branding strategies that bring a more progressive feel to the Nebraska craft beverage industry in order to appeal to our target customer groups. Our brand has the greatest appeal among millennials with growing families and casual consumers and we have therefore established this group as our primary target consumer market (ages 25-40).

### **3.3 Competitors**

Competition within our regional industry is incredibly low, with the nearest Nebraska winery being located 95 miles to the east. This not only allows us to establish a much-needed local market, it also allows us to appeal to customers from Eastern Wyoming, as we will be the westernmost winery in Nebraska. There are currently 29 registered wineries within the Nebraska Winery and Grape Growers Association; the vast majority of these being clustered near the Lincoln/Omaha area. The state of Nebraska is divided into seven different wine regions (Figure 1) (Nebraska Winery and Grape Growers Association, 2015) The prospective region for Papa Moon Vineyards and Winery features almost no competition with the exception of 17 Ranch Winery (labeled #1 in Figure 1), which is situated near the border between the Panhandle and Prairie Lakes regions. Papa Moon's location would provide a centrally located vineyard and winery within the Panhandle region. Competition from area craft produces is also low however, always increasing.

### **3.4 Competitive Advantage**

Papa Moon Vineyards & Winery will aim to provide high-quality, locally grown and produced craft beverages to consumers who increasingly show interest in the local experience. This interest in the local experience has become apparent in the last few years manifesting through increasing interest in, and an expanding trend toward consciousness of local food, fare, and business. Our products are intended to target a variety of different consumers through the use of approachable, friendly, and organic graphic design. We continue to aim towards our goal to offer exceptional products and unique experiences for the community and the several hundred novel tourists we see every summer. We have been in the industry for over a decade and with the depth of our experience and product portfolio we

are uniquely positioned to pivot and adapt to industry trends. Papa Moon also has an amazing location to offer its products, that of which cannot be found anywhere else in the panhandle. We offer incredible learning opportunities for families through our “Firefly Fest”, Bird adventure and Wildlife expos with our collaboration with the nature conservancy. We have nature lovers from all over the country come to see our fireflies, which cannot be seen in many places in the country.

### **3.5 Regulation**

The alcohol industry is heavily regulated by federal, state, and municipal laws and standards. Having licenses for several years we already have an in-depth knowledge of the regulations in the industry. Papa Moon has a great track record with compliance with the TTB. We are always researching and updating our policies to meet new regulations and laws regarding producing and consumption. Papa Moon is an advocate for safe consumption, following all regulations allows for this to take precedent. The FDA regulates all non-alcohol related products and manufacturing processes.



## 4. PRODUCT/SERVICE LINE

### 4.1 Product or Service

Papa Moon Vineyards & Winery provides a variety of ciders, hard ciders, wines, meads and non-alcohol products. We have created an incredible location which subsequently has turned into a large tourist attraction. Papa Moon also hosts several events and educational opportunities like the aforementioned “Firefly Fest” which attracts several tourists from across the country as well as offers unique educational opportunities through our partnership with the nature conservancy. Fireflies in this number cannot be seen in many places in the country. Papa Moon's current location also provides a great place for weddings and events which are booked out 2 years in advance.

### 4.2 Pricing Structure

Item	Price Per Item/Bottle
Cider 4 Pk	\$12.00
Wine - Bottle	\$18.00
Meads - Bottle	\$18.00
Weddings/Events	\$3,200
Stickers	FREE
Food	\$20.00
Hats	\$15.00

*Table 3 - Current Pricing for a few popular items.*

Our pricing structure will offer discounts for bulk purchases and we plan to offer rebates and/or rewards for a novel recycling program that we plan to initiate shortly. Our pricing is always subject to change to accommodate current trends and supply and demand.

### 4.3 Product Life Cycle

Hard ciders, wines and meads can take up to a year to produce however due to our production practices, our products containing alcohol will remain shelf stable for several years. Our products that do not contain alcohol are typically turned over quickly and have a shorter expiration period. Over the last decade we have established a health inventory, however due to demand, an expansion is desperately needed.

### 4.4 Intellectual Property Rights

Papa Moon Vineyards & Winery is a trademarked name in the State of Nebraska. With over a decade in the business we have established some IP in the processing and manufacturing realm that have allowed us to produce highly awarded and unique products.

### 4.5 Research & Development

Our research and development will be ongoing in order to provide our customers with a desirable product of the utmost quality. While we realize the vast importance of market research, one of our primary goals is the perpetual growth of artisanal and industry knowledge. This knowledge covers

everything from our production processes to industry standards and breakthroughs. By integrating this type of knowledge base, we feel that our baseline market research will become exponentially more effective and the quality of our product and expertise will be vastly improved. In the process of research and development we will scour data produced by the industry to improve product quality and operation efficiency. Along with this aggregated data, we are already engaged in collecting data on our own operation for the past decade. We implement crowd-sourced data to accrue information on our customers' reception to our products as well as gathering information about our production process. This collection process will continue to evolve as our business matures and it has already been used to glean important information used in decision-making processes. Moving forward, we feel that such data collection will allow us to make important decisions about future blends or flavor additions to our batches as well as necessary alterations to our product line.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

A large part of our growth strategy is based on the exponential growth in production output as our demand grows and we expand into new markets. To keep pace with this expansion, we have deployed a system of equipment upgrades and new equipment investment within the manufacturing facility that scales up in conjunction with demand. This system allows us to meet our production requirements based on volume while avoiding unnecessary overhead expenditure and premature investment. Our industry tends to require heavy upfront investment for fixed asset establishment. Most of these investment costs have already been incurred and should be exceptionally less burdensome over the coming years.. Much of the maintenance costs for fixed assets have and will continue to be mitigated through diligent service and cleaning regiments and by performing, whenever practicable, all repairs in-house.

Papa Moon currently operates for the public seasonally (June-September). Our location, mostly a competitive advantage and a positive to our operation has met its limitations on occupancy and also only allows us to operate seasonally. Although our production team can work year round, the size of the building can no longer support our current and projected growth. Papa Moon will actively seek to expand its operations through the acquisition of property located in town or more of an urban center. The infrastructure already being established will allow us to expand into yearly operations significantly increasing revenue. We will also continue to operate our current location hosting the unique experience and events already established at that location.

We have seen significant growth and demand in distribution over the years. In 2023, we plan to double our distribution to the state of Nebraska as well as expand into Colorado and Wyoming. This will however require expansion in manufacturing capacity as well as building acquisition to accommodate seasonal production and expansion.

### **5.2 Communication**

Papa Moon Vineyards & Winery understands the paramount importance of communication when it comes to our current product portfolio. We have already invested large amounts of capital into marketing, branding, and design, and have employed the help of a marketing and design specialist to meet our brand goals. A large part of our communication stratagem is to maintain a heavy presence

within the social networking interface using programs such as Facebook, Twitter, and Instagram. These are great avenues with large audiences to advocate for safe consumption, educate on the process used as well as establish a great audience for community outreach and fundraising.. By maintaining a heavy social networking presence coupled with expeditious response times to inquiries within such services, we are making our business more approachable and appealing to our target market. Along with creating a family friendly, community oriented business aura, we also exponentially increase our reach to our target market.

Along with the establishment of a social media presence, we have a company website and an email program that will feature fully integrated customer service capabilities. Leveraging this technology, we plan to produce an email marketing campaign and we have already begun building an online store that will help us reach our international consumer base.

### **5.3 Prospects**

In the future, we plan to continue building our business by leveraging technology and keeping a clear goal of an outstanding product. Through continued learning and innovation, we can accomplish this end. We currently partner with the nature conservancy, CASA, and other local groups to educate and advocate, we only plan to expand this more in the coming years. As our operations continue to grow and see high demand we will have to massively expand and acquire a local manufacturing facility to not only meet demand but to expand from seasonal to year round. Such a location will need to be located in a town where an established infrastructure exists. Significant investment will need to be made to remodel most buildings locally to accommodate our needs but the need for expansion should be considered immediate. Simply expanding to year round operations will significantly increase revenues and will also increase the need for full time employees and staff members to join our team. We plan to immediately seek the assistance of local realtors and contractors to help with the immediate need for expansion.

Such an expansion will significantly increase foot traffic and tourism. While we plan to continue to operate at our current location, based on our market research, an in town location with a great outdoor space, family friendly activities, games and a calm welcoming environment is needed in the community. This new acquisition will also double as a production location. It will also allow us to more easily incorporate food trucks and other local entrepreneurs. This location should be easily accessible for large trucks of freight which currently have trouble accessing our current location. In looking for a location our customers' access and safety should be a priority as accessing our current location is difficult due to weather conditions at times and minimal infrastructure.

## 6. FINANCIALS

Owner investment has played a major role in covering start-up and operating costs through the years, as we strongly believe this venture to be worthwhile, profitable, and advantageous to the local economy, community, and to our individual customers. Our LLC members have already personally invested over \$400,000 dollars to get the business started over the course of a decade. The business has been “bootstrapped” to this point which has allowed us to grow debt free and experience significant organic growth even as we currently only operate seasonally.

### 6.1 Financial Projections

Financial Projections			
	2023	2024	2025
Total sales revenue	402,099.90	1,072,267.00	1,501,173.80
Total cost of goods sold	97,984.15	150,000.00	160,000.00
<b>GROSS PROFIT</b>	<b>304,115.75</b>	<b>922,267.00</b>	<b>1,341,173.80</b>
<b>OPERATING EXPENSES</b>			
Salary (office & overhead)	50,600.00	400,000.00	420,000.00
Payroll (taxes, etc.)	4,000.00	64,000.00	67,200.00
Outside services	0.00	1,000.00	2,000.00
Supplies (office & operation)	20,000.00	20,000.00	20,000.00
Repairs & maintenance	3,000.00	6,000.00	6,000.00
Advertising	6,344.00	10,000.00	10,000.00
Car, delivery & travel	170.00	500.00	500.00
Accounting & legal	1,500.00	2,000.00	2,000.00
Rent	21,000.00	21,000.00	21,000.00
Telephone	0.00	0.00	0.00
Utilities	0.00	15,000.00	15,000.00
Insurance	9,500.00	15,000.00	15,000.00
Taxes (real estate, etc.)	27,000.00	47,000.00	48,000.00
Interest	0.00	105,000.00	105,000.00
Depreciation	1,000.00	2,000.00	2,000.00
Other expenses	0.00	200,000.00	15,000.00
<b>TOTAL OPERATING EXPENSES</b>	<b>144,114.00</b>	<b>908,500.00</b>	<b>748,700.00</b>
<b>NET PROFIT BEFORE TAXES</b>	<b>160,001.75</b>	<b>13,767.00</b>	<b>592,473.80</b>
Income Taxes	11,000.00	20,000.00	128,694.76
<b>NET PROFIT AFTER TAX</b>	<b>149,001.75</b>	<b>-6,233.00</b>	<b>463,779.04</b>

Owner draw or dividends	0.00	0.00	0.00
<b>ADJUSTED TO RETAINED</b>	<b>149,001.75</b>	<b>-6,233.00</b>	<b>463,779.04</b>

Table 4 – Three-year financial projections beginning in 2023

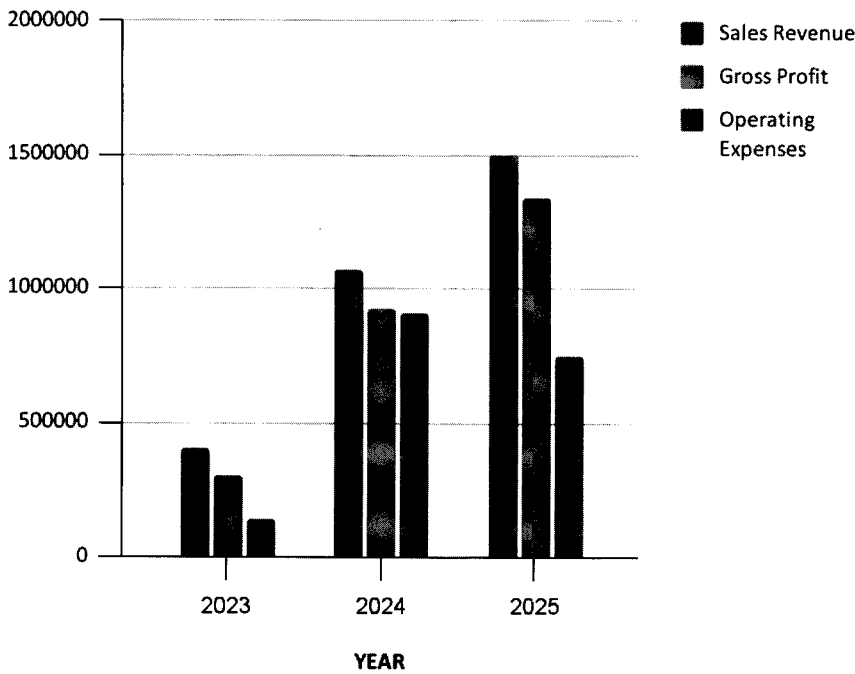


Figure 3 - Projected annual sales revenue and gross profit vs. operating expenses

## 6.5 Financial Assumptions

### 2023

Potential sales revenue was assumed using financial data for the business dating back to 2018. To be extremely conservative we assumed roughly a 50% increase in revenue which would be our smallest revenue increase ever recorded since the inception of the business and detailed financial data was tracked. 2023 predictions were made assuming the business continues to operate seasonally (June-September). An increase of 50% for COGS was assumed to meet an increase in sales revenue. Expenses will have a slight increase from 2023 accounting for inflation. The business is established and currently holds no debt with steady organic growth. Lowest percent of revenue growth took place from 2019-2020 (70%) with the highest growth increase 2020-2021 (160%). If an acquisition is made, we assume it won't be operational this year as extensive construction and updates would be needed.

### 2024

Potential Revenue was predicted assuming a building acquisition. With an acquisition, we assumed we will be able to operate year round which would increase revenue 4 times assuming 2022 growth as a conservative approach. We assume growth at the current location will level out and revenue will remain the same at the current location. Payroll and payroll taxes would increase in 2024 as staff would be needed to assist in operating the new location. We assume 10 additional staff making a \$40,000 yearly

salary. Interest from loans was assumed as well as large expenses in “Other Expenses” for improvements and construction at the additional location. Very little profit was assumed due to increased overhead of new acquisition.

## **2025**

A conservative growth percentage of 40% was used as that would be our smallest growth to date. We assume the new acquisition and current locations are running at full capacity and completely operational. We assume an increase in staff payroll as additional staff will be needed. No major construction expenses for this year as we hope to have additions completed by this time.

We assume 20% income taxes throughout the years. Predictions for growth were made from increases in space, foot traffic of intown location, ability to hold more events at current location due to expansion into second location, an increase in distribution.

We did not assume any change in product so the model would be conservative. Papa Moon does plan to add to its product portfolio and manufacturing capabilities in the near future however.

### Works Cited

Nebraska Winery and Grape Growers Association. (2015). Retrieved February 12, 2015, from <http://www.nebraskawines.com>

Thompson, D. E., & Freudenburg, S. (2007). *The 2006 Economic Impact of Nebraska Wineries and Grape Growers*. University of Nebraska-Lincoln, Bureau of Business Research, Department of Economics, College of Business Administration. Lincoln: University of Nebraska.





**CHECK LIST**

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

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

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

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

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

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\*OTHER COUNCIL CONCERNS

## **Memorandum**

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, City Manager/Chief of Police  
**Date:** 02/29/2024  
**Re:** Application for a Class I Liquor License Number I - 126265, Papa Moon Vineyards & Winery LLC, dba: Papa Moon Ciders, 3109 Avenue B, Scottsbluff, Nebraska 69361

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

### **COMMENTARY**

#### **53-132: Section 2**

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

A background check was conducted on Ryan Massey, Katlyn Massey, Trevor Massey, Leah Massey, James Massey, and Barbara Sullivan, owners of Papa Moon Ciders, to determine their fitness to have a liquor license. All reported not having any criminal convictions. I found none during my research. I saw no information that would disqualify the applicants from having a liquor license.

After consideration, I have concluded that the applicant is 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.

On Wednesday, February 21, 2024, Katlyn Massey, Leah Massey, and Trevor Massey appeared before the Liquor License Holders Investigatory Board to discuss their application. Katlyn explained that they all have previous experience and own Papa Moon just north of Scottsbluff, 230975 County Rd J, Scottsbluff, NE. I reviewed the current Papa Moon Liquor Licenses, a YK, and an I. I noticed no violations listed on the Nebraska Liquor Commission website. Katlyn reported that all customers, no matter their age, who wish to purchase alcohol will be required to present a valid form of identification. Katlyn further explained that each server will have a hand-held device to scan identifications to determine a customer's age.

The applicant appears able and willing to conform to language within the Nebraska Liquor Control Act.

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

Katlyn told the board they would require all employees to attend TIPS training. Katlyn said that management would inventory and order any alcohol. Adding that overstock will be secured. Katlyn told the board that the business has a video recording system that operates during and after business hours. There is also an audible intrusion alarm. After hearing Massey's plan and answering several questions, the board voted unanimously to send a favorable recommendation to the Council.

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

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

The business will be open Wednesday through Saturday, 11:00 am to 10:00 pm. Papa Moon is in a location that has been a retail business for many years.

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

**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 is located at 3109 Avenue B, Scottsbluff, Nebraska 69361. It will be a restaurant and farm winery that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with its location.

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

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

- (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 in the general area, the traffic flow and pedestrian traffic are not of concern now.

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

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 18,000 calls for service, not including traffic citations, during 2023. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is complex. Compliance checks remain a concern to those businesses that sell alcohol to

minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad jurisdiction generally precludes any particular focus in the city.

**(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, training, and close supervision of patrons are essential. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.



**Total Class B Licenses** 1

**Class C Licenses**

**Restaurants**

El Charrito Restaurant & Lounge, Inc .	802 21 <sup>st</sup> Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway
Power House on Broadway, LLC d/b/a Power House Social (Catering)	1721 Broadway
Frank Eats, LLC d/b/a Taco De Oro	2601 Avenue I

**Hotel/Motel**

Holiday Inn Express	1821 Frontage Rd.
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**Taverns/Lounges**

Hight's Tavern	20 West 18 <sup>th</sup> Street
Bob's Garage & Bar	1907 Broadway
RSK Frontside, LLC dba Frontside	1001 Avenue I
Racks Sports Bar, LLC (Catering)	1402 East 20 <sup>th</sup> St.- Suite B

**Retail**

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

**Clubs**

Elks BPO Lodge 1367 (Catering)	1614 1 <sup>st</sup> Avenue
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**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
Big Bats	902 West Overland
Git N Split	506 West 27 <sup>th</sup> Street
Grass Retail, LLC d/b/a Shortstop	2002 Avenue I
Route 26 Mart (AS 22, LLC)	1722 E 20 <sup>th</sup> Street
Maverik Stores Inc.,	920 West 36 <sup>th</sup> St.,
Walgreens	205 West 27 <sup>th</sup> Street
Essential Fuel	822 South Beltline Hwy W
Essential Fuel	2319 East Overland
Essential Fuel	837 27 <sup>th</sup> Street
Chen's Express Mart	405 W. 27 <sup>th</sup> Street

**Liquor Stores**

Montez Liquor  
Cigarette Chain

1311 E Overland Dr.  
323 East Overland

**Discount/Grocery Stores**

Target (Catering)  
Wal-Mart Supercenter #867

1401 Frontage Rd.  
3322 Avenue I

**TOTAL CLASS D LICENSES 17**

**CLASS I LICENSES**

**Restaurants**

Rosita's (Catering)  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
El Rancho Viejo Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
Taco Town  
Prime Cut  
Sweet V's (Catering)

1205 East Overland  
2302 Frontage Rd.  
826 West 36<sup>th</sup> St.  
829 Ferdinand Plaza  
1901 East 20<sup>th</sup> Street  
23 West 27<sup>th</sup> St.  
1522 Broadway  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1818 1<sup>st</sup> Ave.

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES 12**

**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**

<b>TOTAL LICENSES</b>	
Class A	0
Class B	1
Class C	14
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>48</b>



# Memo

## EXHIBIT V

**Date:** February 12th, 2024  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer  
**Re:** Class "I" Liquor License Application  
Papa Moon Vineyards & Winery LLC  
3109 Avenue B  
Scottsbluff, NE 69361

**Action:**

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The owner of Papa Moon Vineyards & Winery LLC has applied for a new liquor license in the name of Ryan Massey.

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 3109 Avenue B is situated in a C-3 (Heavy Commercial) zoning district where restaurants, bars, and taverns are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a restaurant, bar, and tavern in a C-3 (Heavy Commercial) zone is one space per three seats. There are roughly 200 seats in the restaurant area. This would require 67 parking spots. The property appears to meet this requirement.
- (3) The use of this property complies with C-3 (Heavy Commercial) zoning code. The properties to the north and east are zoned C-3 (Heavy Commercial). The property to the south is zoned C-2 (Neighborhood Commercial). The property to the west is zoned R-4 (Heavy Density Multiple-Family).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,283.

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Pub. Hear.4**

**Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class I Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders and naming Ryan Massey as the Liquor License Manager.**

Staff Contact: Kim Wright, City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider action on the third reading of the Ordinance dealing with the Rezone of Lot 5, Block 1, Country Club View Addition from C-2 Neighborhood & Retail Commercial to R-1A Single Family Residential.**

Staff Contact: Zachary Glaubius, Development Services Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 5, BLOCK 1, COUNTRY CLUB VIEW ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, CURRENTLY ZONED AS C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL, WILL NOW BE INCLUDED IN R-1A SINGLE FAMILY RESIDENTIAL, REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

“25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this \_\_\_\_ day of \_\_\_\_\_, 2024.”

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

Approved as to form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider action on the third reading of the Ordinance dealing with the Rezone of Lots 1-4, Block 1, Triple Peaks Subdivision from AR Agricultural Residential to O-P Office and Professional.**

**Staff Contact: Zachary Glaubius, Development Services Director**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1, 2, 3, AND 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>th</sup> PRINCIPAL MERIDIAN SCOTTS BLUFF COUNTY, NEBRASKA WHICH WAS PREVIOUSLY ZONED AS AGRICULTURAL RESIDENTIAL (AR) TO OFFICE AND PROFESSIONAL (O-P), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

“25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this \_\_\_\_ day of \_\_\_\_\_, 2024.”

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

Approved as to form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider action on the second reading of the Ordinance Annexing Real Property Platted as Lots 1, 2, 3 and 4, Block 1, Triple Peaks Subdivision.**

**Staff Contact: Zachary Glaubius, Development Services Director**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF NEBRASKA, ANNEXING REAL PROPERTY PLATTED AS LOTS 1, 2, 3 AND 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, AMENDING SECTION 25-1-3.1 OF THE MUNICIPAL CODE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

SECTION 1. Bruner Bunch, LLC, a Nebraska limited liability company, Wilbert L. Quindt as Trustee of the Wilbert L. Quindt Living Trust and Vicki S. Quindt as Trustee of the Vicki S. Quindt Living Trust (“Owners”) have requested that the following described real property (the “Real Estate”) be included within the corporate limits of the City of Scottsbluff:

Lots 1, 2, 3 and 4, Block 1, Triple Peaks Subdivision, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> Principal Meridian, Scotts Bluff County, Nebraska.

SECTION 2. The Real Estate is contiguous or adjacent to the existing corporate limits of the City of Scottsbluff, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

SECTION 3. The Real Estate is annexed to and included within the corporate limits of the City of Scottsbluff as of the effective date of this Ordinance.

SECTION 4. The description and jurisdiction as provided for in Section 14-1-1 and 25-1-3.1 of the Scottsbluff Municipal Code is amended to provide for the addition of the Real Estate to the corporate limits of the City of Scottsbluff.

SECTION 5. The Owners have requested annexation pursuant to §18-3301 and §16-117 of the Nebraska Revised Statutes and have waived the requirements of §16-120 of the Nebraska Revised Statutes which would otherwise require the City of Scottsbluff to provide to their Real Estate substantially the same services as are provided to other inhabitants of the City.

SECTION 6. Section 25-1-31.1 of the Municipal Code is now amended and all ordinances, parts of ordinances, resolutions, and policies of the City of Scottsbluff in conflict with this Ordinance are repealed.



SECTION 7. This Ordinance shall be in full force and effect from and after its approval, passage, and publication shall be in pamphlet form.

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Jeanne McKerrigan, Mayor

Attest: \_\_\_\_\_  
Kimberley Wright, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

December 6, 2023

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Request for Annexation

To Whom It May Concern:

Please accept this letter as a request from the undersigned owner for the annexation of Lots 1-3, Block 1 Triple Peaks Subdivision.

Please contact me with further questions.

Sincerely,

A handwritten signature in cursive script that reads "Deidra Bruner".

Deidra Bruner

December 5, 2023

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Request for Annexation

To Whom It May Concern:

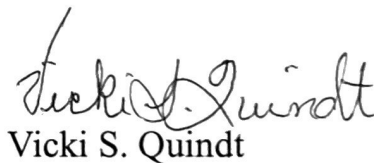
Please accept this letter as a request from the undersigned owner for the annexation of Lot 4, Block 1 Triple Peaks Subdivision.

Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,



Wilbert L. Quindt Living Trust  
Living Trust



Vicki S. Quindt

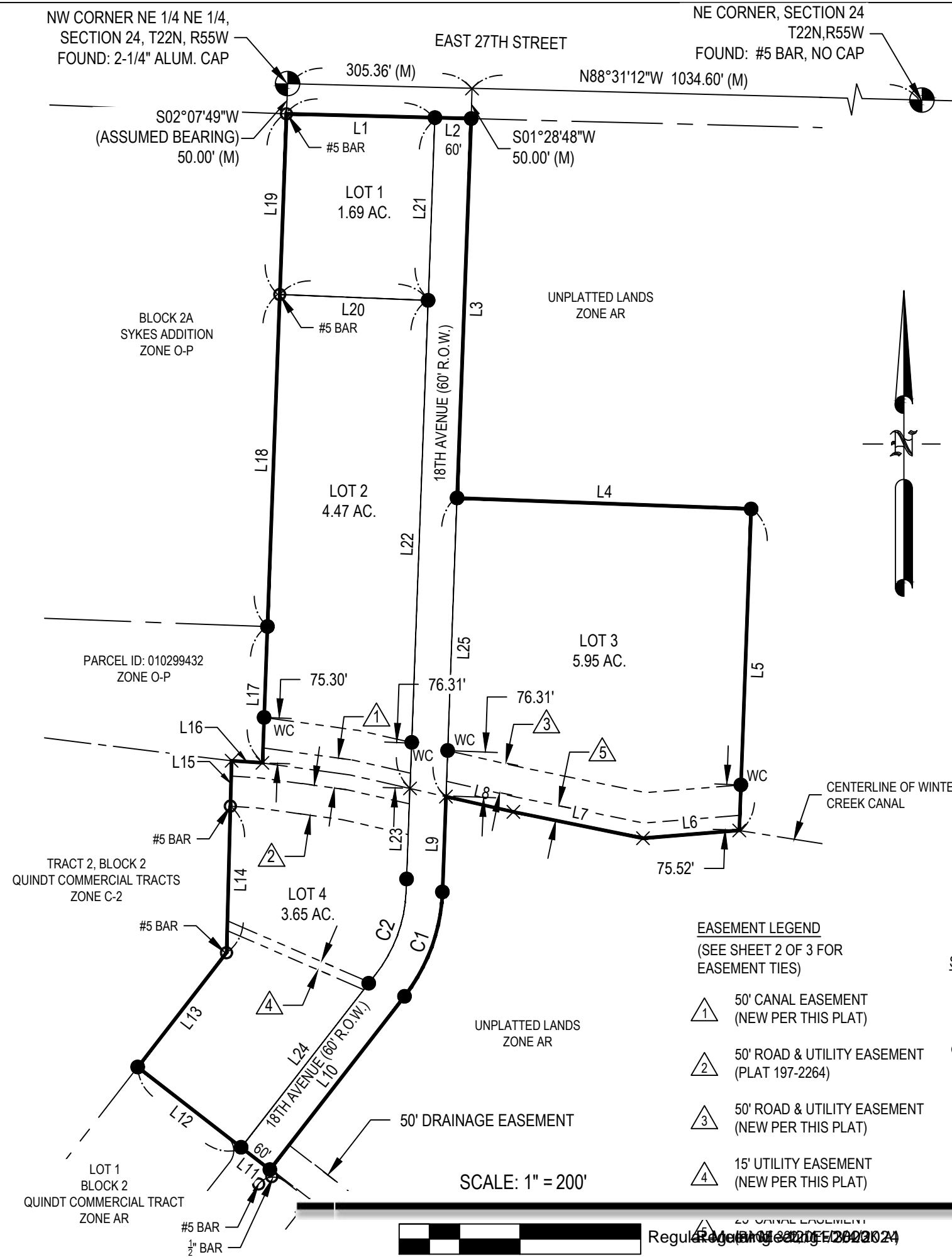
NW CORNER NE 1/4 NE 1/4,  
SECTION 24, T22N, R55W  
FOUND: 2-1/4" ALUM. CAP

NE CORNER, SECTION 24  
T22N, R55W  
FOUND: #5 BAR, NO CAP

**LOTS 1-4, BLOCK 1, TRIPLE PEAKS SUBDIVISION**  
**AN ADDITION TO THE CITY OF SCOTTSBLUFF,**  
**SCOTTS BLUFF COUNTY, NEBRASKA**

SHEET 1 OF 3

SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE  
55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA



Parcel Line Table		
Line #	Length	Direction
L1	245.93	N88° 31' 12"W
L2	60.00	N88° 31' 12"W
L3	629.04	N2° 07' 44"E
L4	487.50	N87° 52' 16"W
L5	533.01	N2° 07' 44"E
L6	160.05	N85° 23' 05"E
L7	219.08	S78° 29' 55"E
L8	114.37	S77° 13' 56"E
L9	158.19	N2° 07' 44"E
L10	363.58	N37° 49' 32"E
L11	60.17	S52° 10' 28"E
L12	216.98	S52° 10' 28"E
L13	240.00	S37° 49' 32"W

Parcel Line Table		
Line #	Length	Direction
L14	243.04	S1° 30' 21"W
L15	75.00	S1° 30' 21"W
L16	51.13	N86° 05' 51"W
L17	225.96	S2° 07' 30"W
L18	550.50	S2° 07' 30"W
L19	299.58	S2° 08' 11"W
L20	245.95	N87° 44' 01"W
L21	302.95	N2° 07' 45"E
L22	809.16	N2° 07' 44"E
L23	169.46	N2° 07' 46"E
L24	363.58	N37° 51' 05"E
L25	495.02	S2° 07' 44"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	186.91	300.00	35.70	N19° 58' 38"E	183.90
C2	149.52	240.00	35.70	N19° 58' 38"E	147.12

**EASEMENT LEGEND**  
(SEE SHEET 2 OF 3 FOR EASEMENT TIES)

- △ 1 50' CANAL EASEMENT (NEW PER THIS PLAT)
- △ 2 50' ROAD & UTILITY EASEMENT (PLAT 197-2264)
- △ 3 50' ROAD & UTILITY EASEMENT (NEW PER THIS PLAT)
- △ 4 15' UTILITY EASEMENT (NEW PER THIS PLAT)

**SURVEY LEGEND**

- (M) = MEASURED DISTANCE
- = FOUND PROPERTY CORNER (AS NOTED)
- = SET PROPERTY CORNER 5/8" x 24" REBAR WITH PLASTIC CAP STAMPED "BORCHERS 766"
- WC = SET WITNESS CORNER 5/8" x 24" REBAR WITH PLASTIC CAP
- × = TEMPORARY POINT

SCALE: 1" = 200'



Regular Agency Survey No. 2020024

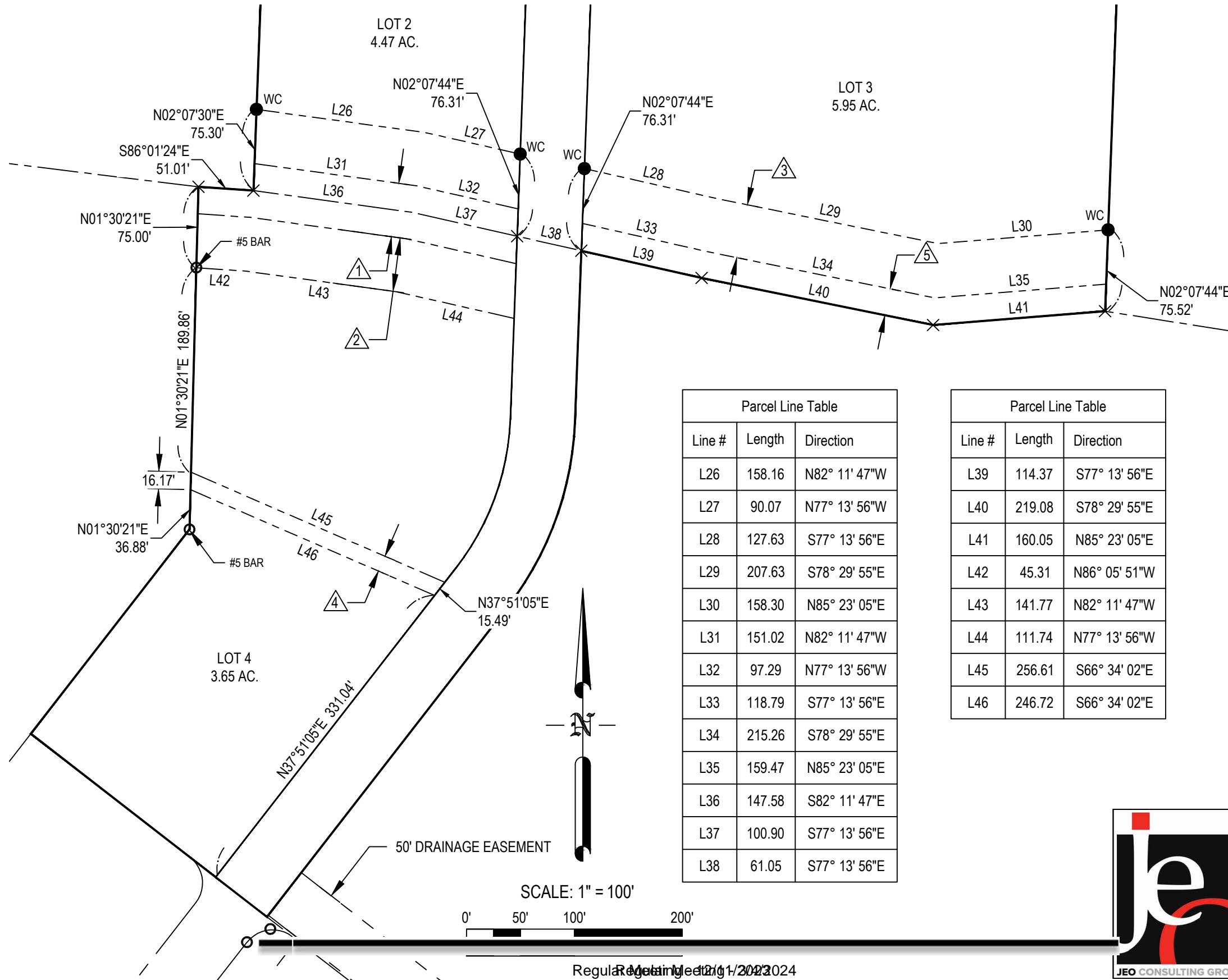


120 EAST 16TH STREET, SUITE 'A'  
SCOTTSBLUFF, NEBRASKA 69361

PHONE: (308) 632-3123

DECEMBER 1, 2023

**LOTS 1-4, BLOCK 1, TRIPLE PEAKS SUBDIVISION** SHEET 2 OF 3  
**AN ADDITION TO THE CITY OF SCOTTSBLUFF,**  
**SCOTTS BLUFF COUNTY, NEBRASKA**  
 SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE  
 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA



**EASEMENT LEGEND**

- △ 1 50' CANAL EASEMENT (NEW PER THIS PLAT)
- △ 2 50' ROAD & UTILITY EASEMENT (PLAT 197-2264)
- △ 3 50' ROAD & UTILITY EASEMENT (NEW PER THIS PLAT)
- △ 4 15' UTILITY EASEMENT (NEW PER THIS PLAT)
- △ 5 25' CANAL EASEMENT (PAGE 322, DEED BOOK 'A')
- △ 6 20' SANITARY SEWER EASEMENT (MISC. BOOK 89, PAGE 177)

**SURVEY LEGEND**

- (M) = MEASURED DISTANCE
- = FOUND PROPERTY CORNER (AS NOTED)
- = SET PROPERTY CORNER 5/8" x 24" REBAR WITH PLASTIC CAP STAMPED "BORCHERS 766"
- WC = SET WITNESS CORNER 5/8" x 24" REBAR WITH PLASTIC CAP STAMPED "BORCHERS 766"
- × = TEMPORARY POINT

Parcel Line Table		
Line #	Length	Direction
L26	158.16	N82° 11' 47"W
L27	90.07	N77° 13' 56"W
L28	127.63	S77° 13' 56"E
L29	207.63	S78° 29' 55"E
L30	158.30	N85° 23' 05"E
L31	151.02	N82° 11' 47"W
L32	97.29	N77° 13' 56"W
L33	118.79	S77° 13' 56"E
L34	215.26	S78° 29' 55"E
L35	159.47	N85° 23' 05"E
L36	147.58	S82° 11' 47"E
L37	100.90	S77° 13' 56"E
L38	61.05	S77° 13' 56"E

Parcel Line Table		
Line #	Length	Direction
L39	114.37	S77° 13' 56"E
L40	219.08	S78° 29' 55"E
L41	160.05	N85° 23' 05"E
L42	45.31	N86° 05' 51"W
L43	141.77	N82° 11' 47"W
L44	111.74	N77° 13' 56"W
L45	256.61	S66° 34' 02"E
L46	246.72	S66° 34' 02"E



120 EAST 16TH STREET, SUITE 'A'  
 SCOTTSBLUFF, NEBRASKA 69361

PHONE: (308) 632-3123

DECEMBER 1, 2023

**LEGAL DESCRIPTION - TRIPLE PEAKS SUBDIVISION**

A TRACT OF LAND SITUATED IN SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULAR DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE S 02°07'49" W (ASSUMED BEARING), A DISTANCE OF 50.00 TO THE NORTHEAST CORNER OF BLOCK 2A, SYKES ADDITION, AND THE POINT OF BEGINNING; THENCE S 88°31'12" E ON THE SOUTH RIGHT OF WAY LINE OF 27<sup>TH</sup> STREET, A DISTANCE OF 305.93 FEET; THENCE S 2°07'44" W A DISTANCE OF 629.04 FEET; THENCE S 87°52'16" E A DISTANCE OF 487.50 FEET; THENCE S 2°07'44" W A DISTANCE OF 533.01 FEET TO THE CENTERLINE OF WINTER CREEK CANAL; THENCE S85°23'05" W ON SAID CENTERLINE A DISTANCE OF 160.05 FEET; THENCE N 78°29'55" W CONTINUING ON SAID CENTERLINE, A DISTANCE OF 219.08 FEET; THENCE N 77°13'56" W CONTINUING ON SAID CENTERLINE A DISTANCE OF 114.37 FEET; THENCE S 2°07'44" W, A DISTANCE OF 158.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 186.91 FEET, THE CHORD OF SAID CURVE BEARS S 19°58'38" W, A DISTANCE OF 183.90 FEET; THENCE S 37°49'32" W, A DISTANCE OF 363.58 FEET TO THE NORTH LINE OF QUINDT COMMERCIAL TRACTS; THENCE N 52°10'28" W ON SAID NORTH LINE, A DISTANCE OF 277.14 FEET ,TO A POINT ON THE EASTERLY LINE OF TRACT 2, OF SAID QUINDT COMMERCIAL TRACTS; THENCE N 37°49'32" E ON SAID EASTERLY LINE, A DISTANCE OF 240.00 FEET; THENCE N 1°30'21" E CONTINUING ON SAID EAST LINE, A DISTANCE OF 318.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 2; THENCE S 86°05'51" E ON SAID CENTERLINE, A DISTANCE OF 51.13 FEET TO THE SOUTHEAST CORNER OF BLOCK 4, OF SYKES ADDITION; THENCE N 2°07'30" E ON THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 225.96 FEET TO THE SOUTHEAST CORNER OF BLOCK 2A, OF SAID SYKES ADDITION, A REPLAT OF BLOCKS 2 AND 3, SYKES ADDITION; THENCE CONTINUING N 2°07'30" E ON THE EAST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 550.50 FEET; THENCE N 2°08'11" E, CONTINUING ON SAID EAST LINE, A DISTANCE OF 299.58 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINING 793,679.99 SQUARE FEET, OR 18.22 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
JOSHUA D. BORCHERS, LS 766

**OWNER'S STATEMENT AND DEDICATION**

I, THE UNDERSIGNED, BEING THE OWNER OF THE PROPERTY TO BE PLATTED AS LOTS 1, 2 AND 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE UNDERSIGNED OWNER AND THAT THE UTILITY AND ACCESS EASEMENTS ARE HEREBY DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC AS SHOWN ON THE FOREGOING PLAT.

BY: \_\_\_\_\_  
DEIDRA BRUNER

**ACKNOWLEDGEMENT:**

STATE OF NEBRASKA            )  
  )SS  
COUNTY OF SCOTTS BLUFF    )

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME DEIDRA BRUNER, KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**LOTS 1-4, BLOCK 1, TRIPLE PEAKS SUBDIVISION  
AN ADDITION TO THE CITY OF SCOTTSBLUFF,  
SCOTTS BLUFF COUNTY, NEBRASKA  
SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE  
55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA**

**OWNER'S STATEMENT AND DEDICATION**

I, THE UNDERSIGNED, BEING THE OWNER OF THE PROPERTY TO BE PLATTED AS LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE UNDERSIGNED OWNER AND THAT THE UTILITY AND ACCESS EASEMENTS ARE HEREBY DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC AS SHOWN ON THE FOREGOING PLAT.

BY: \_\_\_\_\_  
WILBER L. QUINDT

**ACKNOWLEDGEMENT:**

STATE OF NEBRASKA            )  
  )SS  
COUNTY OF SCOTTS BLUFF    )

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME WILBER L. QUINDT, KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**APPROVAL AND ACCEPTANCE**

THE FOREGOING PLAT OF LOTS 1-4, BLOCK 1, TRIPLE PEAKS SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_  
JEANNE MCKERRIGAN, MAYOR

ATTESTED: \_\_\_\_\_  
CITY CLERK



120 EAST 16TH STREET, SUITE 'A'  
SCOTTSBLUFF, NEBRASKA 69361

PHONE: (308) 632-3123

DECEMBER 1, 2023

# City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: December 5, 2023 For Meeting of: December 11, 2023



## I. GENERAL INFORMATION

- A. Deidra Bruner, owner of the proposed Lots 1-3, Block 1, Triple Peaks Subdivision, and the Wilbert L Quindt Living Trust and Vicki S Quindt Living Trust, owner of the proposed Lot 4, Block 1, Triple Peaks Subdivision have requested annexation by the City of Scottsbluff.

## II. STAFF COMMENTS

- A. The reference Nebraska Revised Statutes below have been summarized for this agenda item. The complete statutes are included in the packet
- B. According Nebraska Revised Statute § 18-3301, an owner of territory contiguous to the corporate limits of a city desire to be annexed, the owner shall prepare a plat of the territory. A copy of the plat shall be filed with the city with a written request for annexation. The City Council shall at the next regular meeting after filing and request vote on the annexation. If the request is approved, an ordinance shall be prepared declaring the territory as within the corporate limits of the city.
- C. However, according Nebraska Revised Statute § 19-929, the city council shall not take final action on matters relating annexation of territory until it has received the recommendation of the planning commission
- D. Furthermore, according to Nebraska Revised Statute § 16-117 (7), when any owner of property contiguous to a city of the first class may by petition request that such property be included within the corporate limits of the city. The city council may include such property within the corporate limits without complying to subsection 3-6.
  - i. Subsection 3-6 require a resolution for annexation, public notice in the newspaper, and a public hearing.
- E. To summarize, a property owner next to the city may request annexation, and when this occurs a public hearing on the annexation is not necessary.

## III. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation on approval by City Council on annexation of Lots 1-4, Block 1, Triple Peaks Subdivision.

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Resolut.4**

**Council to consider action on the third reading of the Ordinance amending §20-1-3, changing name of Easton Drive to 18th Avenue in the Quindt Commercial Tracts.**

**Staff Contact: Zachary Glaubius, Development Services Director**



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO UPDATE §20-1-3 DEALING WITH A CHANGE IN THE NAME OF A STREET, ADJACENT TO TRACT 1, BLOCK 2, QUINDT COMMERCIAL TRACT FROM EASTON DRIVE TO 18<sup>TH</sup> AVENUE, AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Chapter 20, Article 1, Section 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting with the following language:

**“20-1-3. Names, platted streets, alleys, ways, names changed.**

The names of the following streets and alleys, or part of a street or alley, as shown in plats thereof are hereby changed to read as follows:

- (1) in Idlewyld Addition, Blocks 6 and 7, Larkspur Drive is renamed Larkspur Court,
- (2) in James Tracts, James Street is renamed Avenue R,
- (3) in Willana Park Second Addition, Larkspur Drive is renamed Sunrise Drive,
- (4) in Northeast Second Addition and Fifth and Twenty-seventh Addition, respectively, 7th Avenue is renamed Circle Drive,
- (5) in Sample Subdivision, Service Road is renamed West 11th Street,
- (6) in Leeling Subdivision, Hackberry Avenue is renamed Paradise Haven.
- (7) in Sitzman Subdivision, Broadway Avenue is renamed Ross Avenue,
- (8) in Quindt Commercial Tracts, Frontage Road is renamed Circle Avenue,
- (9) the name of that portion of 7th Avenue as platted between 26th and 27th Streets is renamed Circle Drive,
- (10) that portion of Frontage Road located north and east of U.S. Highway No. 26 is renamed North Frontage Road.
- (11) that portion of Frontage Road located south and west of U.S. Highway No. 26 is renamed South Frontage Road.
- (12) Ruory Drive is renamed as and made a part of 34th Street.
- (13) The remaining remnant of West 39<sup>th</sup> Street is renamed as Burlington Boulevard.
- (14) in Hilltop Estates Subdivision, Hilltop Drive is renamed Hilltop Estate Place.
- (15) that unimproved street West of Quindt Commercial Tract, Tract 1, Block 2, named Easton Drive is renamed 18<sup>th</sup> Avenue.”

Section 2. Previously existing Section 20-1-3 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage and approval and publication shall be in pamphlet form.

PASSED AND APPROVED on \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk (Seal)

Approved as to form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Public Inp1**

**Council to discuss and consider action on Community Festival Permit for the Downtown Scottsbluff Association's Broadway Late Shop Nights to include food vendors and noise permit on 3/16, 4/12, 5/10, 6/14, 7/12, 8/9, 9/13, 10/11, 11/8, & 12/13 from 6-9 p.m.**

Staff Contact: Kim Wright, City Clerk

**APPLICATION  
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL  
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. DSA  
(name of sponsoring organization)

\_\_\_\_\_  
(street) (city) (state) (telephone number)

Jennifer Boas 308 225-2962 (owner Jeddoube NS Tanning)  
(chairperson responsible for event) (day telephone number)

2. \_\_\_\_\_  
(name of co-sponsoring organization)

\_\_\_\_\_  
(street) (city) (state) (telephone number)

\_\_\_\_\_  
(contact person) (day telephone number)

**3. Event Information**

~~DIVA~~ Broadway late show nights  
(name of event)

See Attached  
(date(s) of event) (time(s) of event)

Broadway 1100 Block - 1900 Block  
(location of event)

**4. Activity Information**

Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages\*, etc.)

Local food trucks serving food. Broadway business  
open late 6pm-9pm. Each month new shoe holds  
New sales @ 15th & host - Maren is Browns shoes

\*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

**5. Street Closure**

N/A  
\_ Please note any streets to be closed and the times required for closure

**6. Flags/Banners/Signs**

N/A

**\_ 7. Carnivals - If event includes a carnival, the next sheet should be completed.**

8. Have you provided for a public liability insurance policy naming the City as additional insured?  
Yes  No

Community Festival/Business Promotion Street Carnival

\$200,000 for one person \$ 800,000 for one person \$500,000 for any one accident \$  
2,000,000 for any one accident \$ 50,000 for injuries to property \$ 200,000 for injuries to  
property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned  
after it is determined that no repairs or clean up is required by City).

Yes  No

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

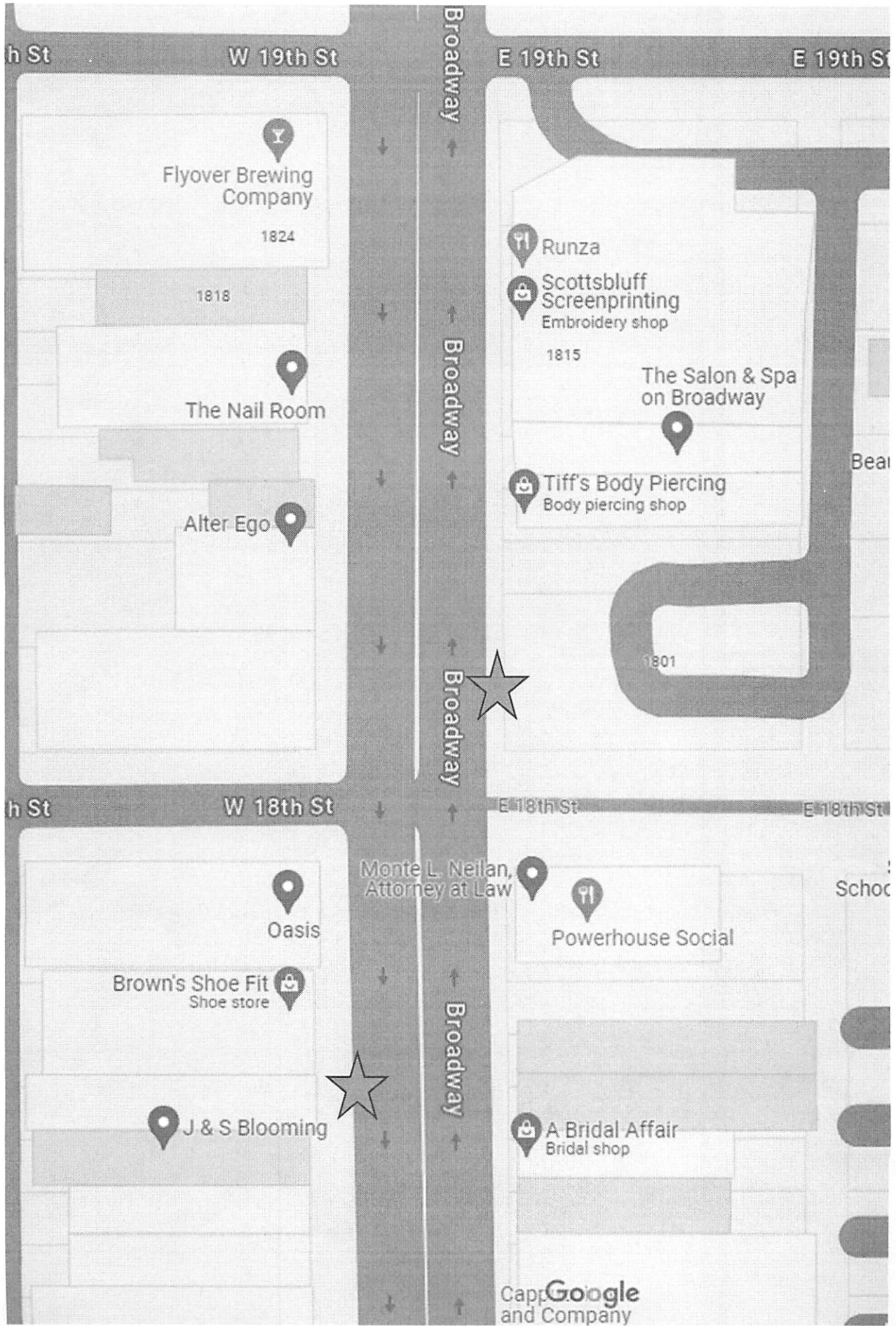
Dated: 2/27/24

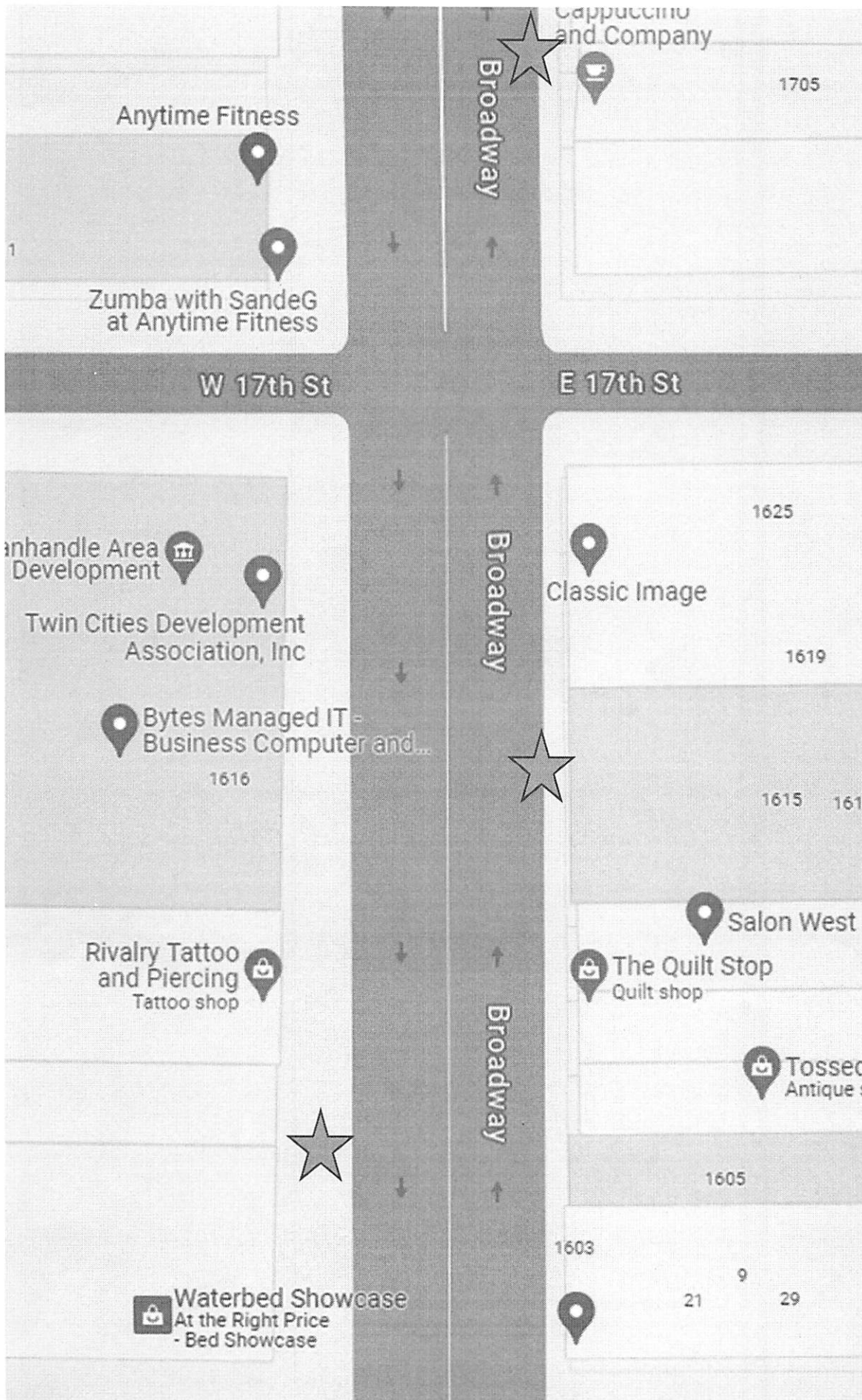
Signed:

  
(name of sponsoring organization) (signature of authorized representative of sponsoring organization)

\_\_\_\_\_  
(name of co-sponsoring organization) (signature of authorized representative of co-sponsoring organization)

# Food Truck Locations: Indicated by Stars





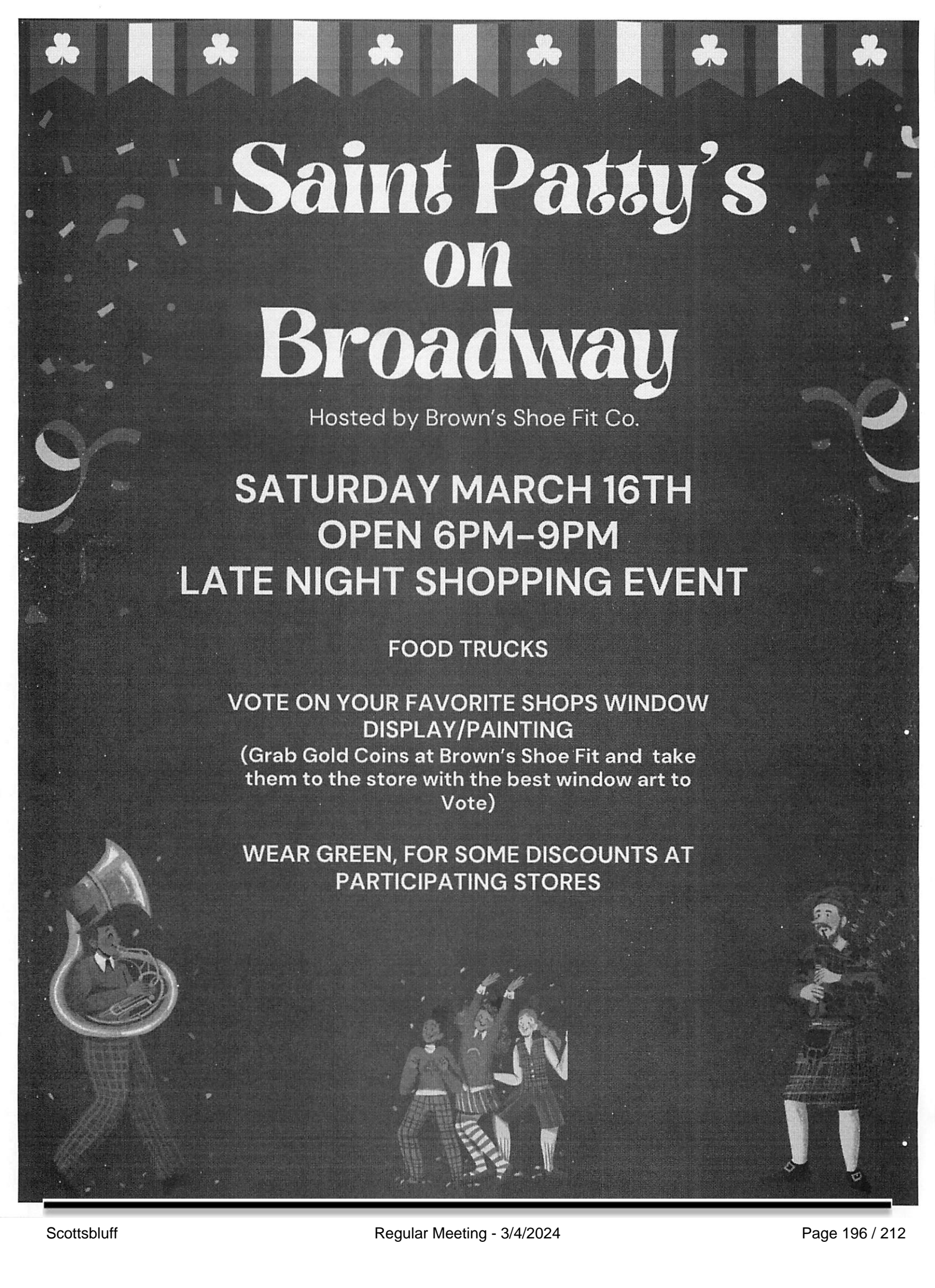
## DSA Late Night Shopping Dates

Dates	Time
<b>Saturday, March 16<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, April 12<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, May 10<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, June 14<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, July 12<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, August 9<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, September 13<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, October 11<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, November 8<sup>th</sup></b>	6 pm- 9 pm
<b>Friday, December 13<sup>th</sup></b>	6 pm- 9 pm

### Additional Information:

These are the dates we would like to offer late-night shopping to our community. We as the DSA believe this will help draw our community to Broadway and offer different times and events that will help keep our community local with shopping and also something they can look forward to each month.





# Saint Patty's on Broadway

Hosted by Brown's Shoe Fit Co.

**SATURDAY MARCH 16TH  
OPEN 6PM-9PM  
LATE NIGHT SHOPPING EVENT**

**FOOD TRUCKS**

**VOTE ON YOUR FAVORITE SHOPS WINDOW  
DISPLAY/PAINTING**

(Grab Gold Coins at Brown's Shoe Fit and take them to the store with the best window art to Vote)

**WEAR GREEN, FOR SOME DISCOUNTS AT  
PARTICIPATING STORES**





# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Public Inp2**

**Council to discuss and consider action on ten Special Designated Liquor Licenses for Rosita's Restaurant to serve distilled spirits at the Bands on Broadway summer series, June 6th, 13th, 20th, 27th , July 11th,18th, 25th, Aug. 1st, 8th, & 15th from 5:00-9:00 p.m. at the 18th Street Plaza.**

Staff Contact: Kim Wright, City Clerk

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRFS Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 6/6/24

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th Street Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Flores Event Contact Phone Number: 308-641-0038

Event Contact Email: Rosyflr2@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Flores

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRFS Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address  
02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 6/13/24  
Event Start Time(s): 5:00pm  
Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_  
Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Down Town Plaza  
Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_  
Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)  
Type of Event: Banquets on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Flores Event Contact Phone Number: 308-641-0038  
Event Contact Email: ~~Rosemary~~ rosylf1r2@gmc.it.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Flores  
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:  
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date



**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRFS Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1205 E Overland Scottsbluff Ne 69381  
Retail Liquor License Address or Non-Profit Business Address  
02571  
Retail License Number or Non-Profit Federal ID #

**Consecutive Dates only**  
Event Date(s): 6/20/24  
Event Start Time(s): 5:00pm  
Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_  
Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza  
Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_  
Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 1,000  
Type of alcohol to be served: Beer \_\_\_ Wine \_\_\_ Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Flores Event Contact Phone Number: 308-641-0038  
Event Contact Email: Rosyflrz@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Flores  
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overlander Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 6/27/24

Event Start Time(s): 5:00 pm

Event End Time(s): 9:00 pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_ Wine \_\_\_ Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: RosyFlorez@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name: Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 7/11/24

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 300 X 45 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 4000

Type of alcohol to be served: Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Flores Event Contact Phone Number: 308-641-0038

Event Contact Email: Rosemaryflores@gmail.com

\*Signature Authorized Representative: Ry Printed Name Rosemary Flores

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 7/18/24

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_ Wine \_\_\_ Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Flores Event Contact Phone Number: 308-641-0038

Event Contact Email: Rosyflr2@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Flores

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overland Scottsbluff, Ne 681361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 7/25/24

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Banca on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_ Wine \_\_\_ Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: rosyf1r2@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 8/1/24

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bance on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_ Wine \_\_\_ Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Florez Event Contact Phone Number: 6308-641-0038

Event Contact Email: Rosyflr2@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date

Special Designated License  
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address  
02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 8/8/24  
Event Start Time(s): 5:00pm  
Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway Scottsbluff

Indoor area to be licensed in length & width: \_\_\_\_ X \_\_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bands On Broadway Estimate # of attendees: 1000

Type of alcohol to be served: Beer \_\_\_\_ Wine \_\_\_\_ Distilled Spirits 6  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Flores Event Contact Phone Number: 308-641-0038

Event Contact Email: rosyflr@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name: Rosemary Flores

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

RR ES Inc DBA Rosita's Restaurant  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1205 E Overland Scottsbluff, Ne 69361  
Retail Liquor License Address or Non-Profit Business Address

02571  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 8/15/24

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th St Downtown Plaza

Event Street Address/City: 1800 Broadway

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 300 X 145 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 1,000

Type of alcohol to be served: Beer \_\_\_ Wine \_\_\_ Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosemary Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: Rosyflrz@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on the Agreement with Brian and Lori Lore to be Campground Host and Manager of Riverside Park Campground, 1600 South Beltline Highway West, and authorize the Mayor to sign the Agreement.**

**Staff Contact: Matt Carpenter, Parks Director**

## **AGREEMENT**

This Agreement is made on March \_\_\_\_, 2024, between the City of Scottsbluff, Nebraska (the “City”) and Brian Lore and Lori Lore, husband and wife, (the “Manager”).

### **Recitals:**

- a. The City owns and operates a rental campground service in Riverside Park, 1600 South Beltline Highway West, Scottsbluff (the “Campground”).
- b. The City is in need of a campground host and manager for the Campground and the Manager is willing to act as a host and manage the Campground as provided for in this Agreement.

### **Agreement:**

#### **1. Manager Responsibilities:**

The Manager shall be responsible for the general management of the Campground during the Term (as described below and all of which shall be referred to as (“Manager’s responsibilities”) and in so doing, will report to the City’s Parks and Recreation Director or their designate (the “Supervisor”). In managing the Campground, the Manager shall be responsible for the following:

- a. Completion and collection of rental Campground Registration Forms to include name, address and zip code for future marketing purposes.
- b. Completing a daily cash receipts and turning over Registration and rental proceeds to the Supervisor weekly.
- c. Enforcement of Campground rules and regulations.
- d. Care and upkeep of the Campground to include trash clean up, fire ring cleaning, branch and twig removal, watering grass and trees, changing fuses, unclogging minor sewer backups, and chemically treating the drain field as needed.
- e. Daily cleaning, disinfecting and stocking of the Campground restroom/shower facilities.
- f. Customer service duties including providing directions to and information on, various tourist attractions, restaurants and recreational opportunities in the area.
- g. Reporting to the Supervisor any and all maintenance items that are not able to be completed by the Manager.

h. Reporting to the City Police Department any theft or damage of City property or unwanted behavior within the Campground that may cause a potential health or safety hazard to those in and around the Campground.

i. Any other management responsibilities as reasonably assigned by the Supervisor.

**2. Term:**

This Agreement shall be effective as of May 1, 2024 and shall continue until October 1, 2024 (the "Term"). The City may, however, terminate this Agreement immediately in the event the Manager:

a. Acts with gross negligence or willful misconduct in connection with the performance of the Manager's responsibilities;

b. Defaults in the performance of the Manager's responsibilities and has not corrected the default within 15 days of receipt of written notice to do so;

c. Acts against the best interests of the City in any material respect or commits a material act of fraud against the City;

d. Is convicted of a felony or an offense involving controlled substances, or is determined to be under the influence of alcohol or illegal controlled substances while performing the Manager's responsibilities;

e. Has been found to have a material substance abuse problem;

f. Is no longer needed to host the Campground for reasons decided solely by the City.

**3. Compensation:**

As consideration for the services to be provided under this Agreement, Manager shall be paid \$1,550.00 per month. Except for the last month, this amount shall be payable on or before the 15<sup>th</sup> day of the month after which services are rendered and shall be prorated for partial months based on a thirty (30) day month. For the last month, payment will be made after October 1<sup>st</sup> or the end of the Term.

**4. Living Quarters:**

The Manager shall provide the Manager's own living quarters (camper or comparable alternative) at the Campground. As part of the consideration for this Agreement, the City will provide to the Manager space for the Manager's living quarters at no charge to the Manager. Although the Manager is not required to spend all of the Manager's time at the Campground, the Manager must be at the Campground a sufficient amount of time to perform the Manager's responsibilities in a timely manner. Absences in excess of one day, however, must be approved

in advance by the Supervisor and the Manager shall be responsible for providing coverage during the Manger's absence. During any absence, the Manager must designate an agent to undertake the Manager's responsibilities. The Manager must advise the Supervisor of the name and contact information of the agent as well as the time the agent will be at the Campground.

**5. Independent Contractor Status:**

The Manager shall be considered as an independent contractor with respect to the City. The Manager compensation will be as set forth in this Agreement and will not include any benefits of any type which are payable to City employees. The City shall have no right to control the hours of work or the manner of performing the Manager's responsibilities under this Agreement. The Manager does, however, agree to provide the Manager's responsibilities in a timely manner.

**6. Miscellaneous:**

a. In the event that the Manager has any agents or employees which are required to be covered by Workmen's Compensation Insurance, the Manager shall obtain appropriate insurance and provide proof of insurance to the City. In addition Manager agrees to carry public liability insurance in an amount of not less than \$500,000.00 per occurrence with the insurance showing the City as an additional insured. The Manager agrees to provide a certificate of insurance to the City.

b. This Agreement is and shall be personal to the Manager and may not be assigned by the Manager.

c. This Agreement is the entire agreement of the parties concerning its subject matter, and may not be changed or amended except in writing.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement will be construed and enforced according to the laws of Nebraska.

f. The City's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.

g. This Agreement is binding upon the parties and their respective successors.

h. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

[SIGNATURE PAGE WILL FOLLOW]

City of Scottsbluff, Nebraska

By: \_\_\_\_\_  
Jeanne McKerrigan, Mayor

\_\_\_\_\_  
Brian Lore

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

\_\_\_\_\_  
Lori Lore