

City of Scottsbluff, Nebraska

Tuesday, February 18, 2020

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to discuss and consider action on a Class D Liquor License for Essential Fuel, LLC dba Essential Fuel, 2319 East Overland, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: February 18, 2020

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License for Essential Fuel, LLC dba Essential Fuel.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Essential Fuel, LLC dba Essential Fuel

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of City Planner

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Eric Reichert


APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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

		RECEIVED	
		DEC 27 2019	
NEBRASKA LIQUOR CONTROL COMMISSION			
Hot List: YES/NO		New/Replacing #	
Class Type		Initial	
D		122050	
		Blt	

Applicant name Essential Fuel, LLC - Eric Reichert
Trade name Essential Fuel, LLC
Previous trade name NA
Contact email address ereichert@eric-inc.com

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.

Office use only	
PAYMENT TYPE	PayPer
AMOUNT	400
Received:	BR
	 2000000625

FORM 100
REV FEB 2017
PAGE 1

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT**Nebraska Liquor Control Commission**

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 46610896

12/19/2019 10:16 AM

Status: **APPROVED**
Customer Name: **Essential Fuel, LLC**
Account Number: ******0577**
Routing Number: **091408734**

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	44673936	\$400.00
Applicant Name: Eric Reichert			
Trade Name: Essential Fuel, LLC			
Premises Address: 2319 East Overland			
Premises City: Scottsbluff			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$401.75

I authorize "" to electronically debit my account.

Customer Copy

1. Yes Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Yes Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport.
3. Yes Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. NO If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. Yes If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. NO If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. NO If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).
8. NO Enclose a list of any inventory or property owned by other parties that are on the premises.
9. Yes For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>
10. Yes Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
11. Yes Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Eric Benken
Signature

12/18/19
Date

APPLICATION FOR LIQUOR LICENSE
RETAIL

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

RECEIVED

DEC 27 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

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

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY
☐ B BEER, OFF SALE ONLY
☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
☐ 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 license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 - October 31

All other licenses run from May 1 - April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert 1 FORM 104)
☐ Partnership License (requires insert 2 FORM 105)
☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

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

Commission will call this person with any questions we may have on this application

Name N/A Phone number: N/A

Firm Name N/A

PREMISES INFORMATION

Trade Name (doing business as) Essential Fuel, LLC

Street Address #1 2319 East Cleveland

Street Address #2 _____

City Scottsbluff County Scottsbluff Zip Code 69361

Premises Telephone number 308-1033-3595

Business e-mail address eric@essentialfuel.com

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

Mailing address (where you want to receive mail from the Commission)

Name Essential Fuel, LLC

Street Address #1 1502 19th Ave

Street Address #2 _____

City Scottsbluff State NE Zip Code 69361

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 70 x width 110 in feet

Is there a basement? Yes _____ No X

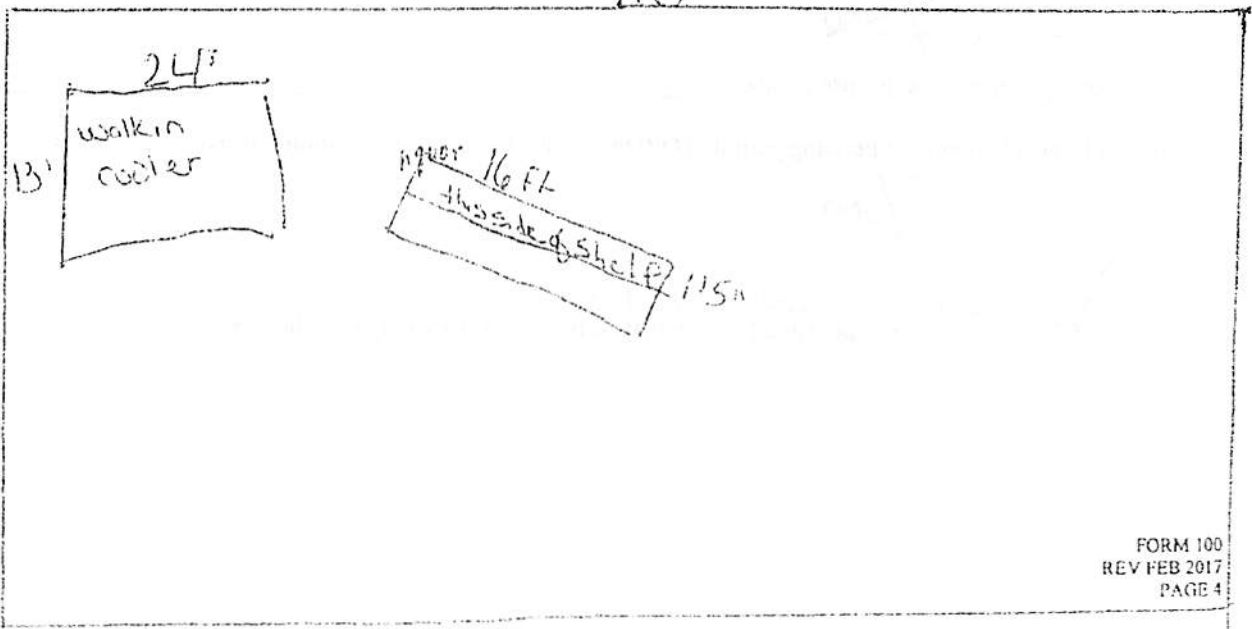
If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No X

If yes, length _____ x width _____ in feet

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

110'



FORM 100
REV FEB 2017
PAGE 4

APPLICANT INFORMATION

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

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

 YES Y 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
Eric Reichert				
Eric Reichert	07/17	Harrisburg NE	Speeding 1-10 mph	
Eric Reichert	07/16	Gering NE	Speeding 6-10 mph	
Eric Reichert	07/16	Gering NE	Driving under suspension	
Eric Reichert	06/16	Gering NE	Speeding 1-10 mph	
Eric Reichert	04/15	Gering NE	Speeding 1-10 mph	
See attached				

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

~~YES~~ X NO

If yes, give name of business and liquor license number _____

- Submit a copy of the sales agreement
- Include a list of alcohol being purchased, list the name brand, container size and how many
- Submit a list of the furniture, fixtures and equipment

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

 YES X NO

If yes, give name and license number _____

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

 YES X NO

If yes:

- Attach temporary operating permit (TOP) (Form 125)
- TOP will only be accepted at a location that currently holds a valid liquor license.

(Continued Violations)

Eric Reichert	04/15	Gering Ne	No Occupant protection System
Eric Reichert	06/16	Gering, NE	Failure to Comply
Eric Reichert	06/16		Reinstatement
Brandy Reichert	03/18	Gering, Ne	Speeding 1-10
Brandy Reichert	06/16	Alliance, Ne	Speeding 11/15 MPH
Brandy Reichert	11/15	Alliance, Ne	Speeding 11/15 MPH

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

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 the aged or 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 (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

Great Western Bank - Katie Pierce & Eric Reichert

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

N/A

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

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

NLCC certified training program completed:

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

List of NLCC certified training programs

Experience:

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

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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____
 _____ Deed
☒ Purchase Agreement

14. When do you intend to open for business? February 15, 2020

15. What will be the main nature of business? Convenience Store

16. What are the anticipated hours of operation? 6am to 11pm

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
Minatare, NE	2009	2012	Bozeman, MT	2009	2012
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	current	Minatare, NE	2019	current

If necessary attach a separate sheet.

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


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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant



Print Name

Signature of Applicant

Print Name



Signature of Spouse



Print Name

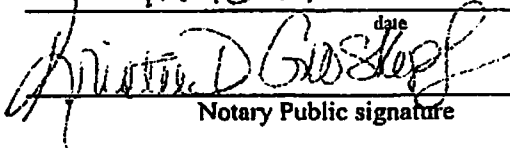
Signature of Spouse

Print Name

ACKNOWLEDGEMENT

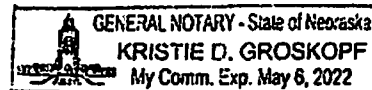
State of Nebraska
County of Scottsbluff

12-18-19
date



Notary Public signature

The foregoing instrument was acknowledged before me this
by Eric Reichert
name of person(s) acknowledged (individual(s) signing)



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

FORM 100
REV FEB 2017
PAGE 8

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Eric Reichert
Signature of Applicant

Eric Reichert
Print Name

Brandy Reichert
Signature of Spouse

Brandy Reichert
Print Name

Signature of Applicant

Print Name

Signature of Spouse

Print Name

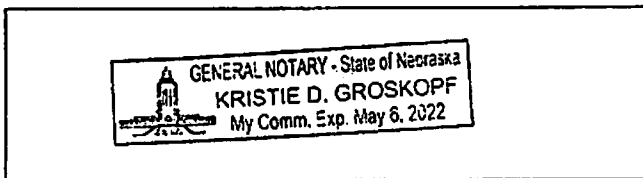
ACKNOWLEDGEMENT

State of Nebraska
County of Scottsbluff

01-02-2020
date

Kristie D. Groskopf
Notary Public signature

The foregoing instrument was acknowledged before me this
Brandy M Reichert
name of person(s) acknowledged (individual(s) signing)



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

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

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

Office Use

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DEC 27 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

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

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

Name of Registered Agent: Essential Fuel LLC Eric Reichert

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

Essential Fuel LLC

LLC Address: 2319 E Overland

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308-633-3595 LLC Fax Number: 308-633-3594

Name of Managing/Contact Member

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

Last Name: Reichert First Name: Eric MI: M

Home Address: 160227 CR32 City: Minatone

State: NE Zip Code: 69356 Home Phone Number: 308-641-7598

Eric Reichert

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scottsbluff

The foregoing instrument was acknowledged before me this

by Eric Reichert
name of person acknowledge

Date

12-18-19
Kristie D Groskopf

Affix Seal

GENERAL NOTARY - State of Nebraska
KRISTIE D. GROSKEP
My Comm. Exp. May 6, 2022

FORM 102
REV JUNE 2015

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

Last Name: Reichert First Name: Eric MI: M
Social Security Number: _____ Date of Birth: 7-15-85
Spouse Full Name (indicate N/A if single): Brandy M Reichert
Spouse Social Security Number: _____ Date of Birth: 7-10-86
Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: February 15, 2020 Ending Date: December 31, 2020

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

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

FORM 102
REV JUNE 2015

Nebraska Secretary of State

ESSENTIAL FUEL, LLC

Tue Dec 31 12:05:12 2019

SOS Account Number

1904105380

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

ERIC REICHERT

1502 19TH AVENUE

SCOTTSBLUFF, NE 69361

Designated Office Address

1502 19TH AVENUE

SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE
Date Filed

Apr 04 2019

Filed Documents

Filed documents for ESSENTIAL FUEL, 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	Apr 04 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	May 13 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation
\$6.50

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

[Purchase Now](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

DEC 27 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

MANAGER MUST:

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

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

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

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

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

BARCODE

Form 103
Rev July 2018
Page 1 of 6

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

DEC 27 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Essential Fuel, LLC

Premise information

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

Premise Trade Name/DBA: Essential Fuel, LLC

Premise Street Address: 2319 E Overland

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: _____

Premise Email address: eric@eric-inc.com

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

Applicant

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Reichert First Name: Eric MI: M
Home Address: 160227 CR 32
City: Minatare County: Scottsbluff Zip Code: 69356
Home Phone Number: 308 641-7598
Driver's License Number & State: _____
Social Security Number: _____
Date Of Birth: 7-15-85 Place Of Birth: Scottsbluff, NE
Email address: eric@eric-inc.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Reichert First Name: Brandy MI: M
Social Security Number: _____
Driver's License Number & State: _____
Date Of Birth: 7-10-86 Place Of Birth: Billings, Montana

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	current	Minatare, NE	2019	current

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2005	Superior Siding	Sharon Houchin	641-1073
2006	2006	Eric Reichert self employed	Eric Reichert	641-7596

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
Eric Reichert	07/2017	Harvard, NE	Speeding 1-10	
Eric Reichert	07/2016	Gering, NE	Speeding 1-10	
Eric Reichert	07/2016	Gering, NE	Driving under suspension	
Eric Reichert	06/2016	Gering, NE	Speeding 1-10	
Eric Reichert	04/2015	Gering, NE	Speeding 1-10	
See attach				

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

☐ YES ☒ NO

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

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

☐ YES ☐ NO

(Continued Violations)

Eric Reichert	04/15	Gering Ne	No Occupant protection System
Eric Reichert	06/16	Gering, NE	Failure to Comply
Eric Reichert	06/16		Reinstatement
Brandy Reichert	03/18	Gering, Ne	Speeding 1-10
Brandy Reichert	06/16	Alliance, Ne	Speeding 11/15 MPH
Brandy Reichert	11/15	Alliance, Ne	Speeding 11/15 MPH

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

*NLCC Training Certificate Issued: N/A Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

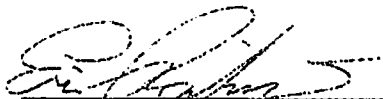
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Scottsbluff

The foregoing instrument was acknowledged before me this

12-18-19

date

by

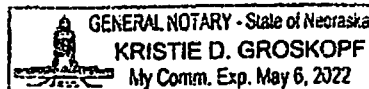
Eric Reichert

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



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

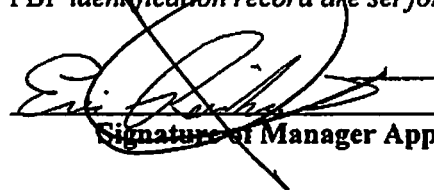
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Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Scottsbluff

The foregoing instrument was acknowledged before me this

01-02-2020

date

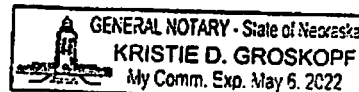
by

Brandy M Reicher

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

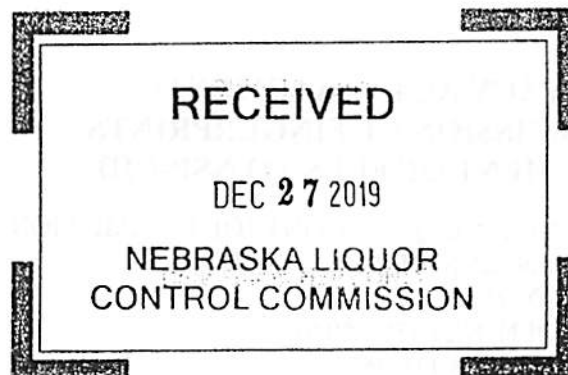
Affix Seal



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

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
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 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.

Trade Name: Essential Fuel, LLC

Name of Person Bring Fingerprinted: Eric Reichert

Date of Birth: 7/15/1985 Last 4 SSN: 5 Date fingerprints were taken: 12-9

Location where fingerprints were taken: NEBRASKA STATE PATROL

How was payment made to NSP?

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

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

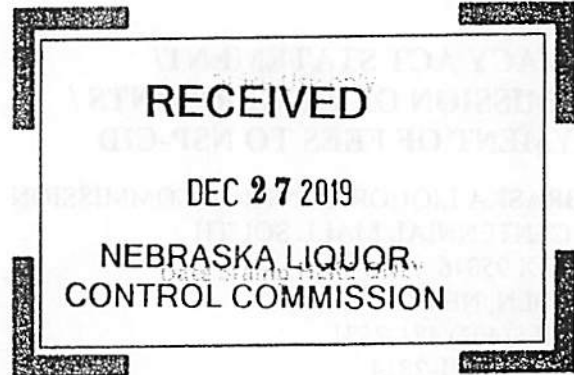
Eric Reichert

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV MAY 2018

**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
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The Nebraska State Patrol – CID Division
3800 NW 12th Street
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.
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Fingerprint cards should be submitted with the application.

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Trade Name: Essential fuel, LLC

Name of Person Bring Fingerprinted: Brandy Reichert

Date of Birth: 7/10/86 Last 4 SSN: Date fingerprints were taken: 12-9

Location where fingerprints were taken: NE State Patrol office

How was payment made to NSP?

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

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

Brandy Reichert

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV MAY 2018

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT**Nebraska State Patrol - Criminal Identification Division**

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 46464220
12/11/2019 03:44 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: **Essential Fuel, LLC**
Account Number: ******0577**
Routing Number: **091408734**

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	44457844	\$45.25
Applicant Name: Eric Reichert			
Date of Birth: 07151985			
Last four of Social Security Number: :			
Liquor License	1	44457844	\$45.25
Applicant Name: Brandy Reichert			
Date of Birth: 07101986			
Last four of Social Security Number:			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$90.50
Total Amount Charged			\$92.25

I authorize "" to electronically debit my account.

Customer Copy

Business Plan



ESSENTIAL FUELS

2309 West Overland

Scottsbluff NE 69361

Essential Fuels is a convenience store that will carry the typical beer, wine and alcohol. There will be 2 eight foot shelves that will be used to house liquor, wine and warm beer. There is a refrigerated section, "The Beer Cave" that will house cold beer, wine coolers and malt liquor.

Business Plan

Question #5 Attachment

5. Please describe the Redevelopment Plan on the Project Site. In your description, please address (please include your answers in an attached document):

A. Proposed land uses after redevelopment (please attach a land use plan if available).

- Our intent is to build a new fuel station to accommodate cars, pickups, Rvs, and trucks for both diesel fuel and gas. There will be a new imaged convenience store
-
- 5 Multiple Pump Dispensers featuring both "pure gas" and a 10% ethanol blend with diesel hoses on the outside islands in a dive-in configuration with 27' centers on at least two outside islands for RVs.
- 5 High Speed diesel islands with slaves & DEF dispensers and 1 Off Road dispenser under a separate ±24' x 144' canopy.
- ±24' x 132' canopy over gas dispensers
- ±7,000 sf bldg. to include beer/wine cave, liquor license, 500 sf truckers' merchandise, 1,000 sf co-branded fast food area with trucker seating, 500 sf restrooms, 250 sf office area.
- Paved truck parking for at least 25 "heavy" trucks, which would require roughly an acre of parking.
- Master site plan will include additional truck parking, weigh scale, truck wash (3-5 years)

B. The necessity of and plan to demolish or remove structures.

- There is currently no structures on the property

C. Land coverage and building intensities in the Project Site after redevelopment (please attach a site plan if available).

- Lot Size – 5 acres
- Convenience Store – 7,000 Sqft
- Canopy's – 24'x132' and 24'x144'
- Paving – 100,000 Sqft
- Truck Wash – 5,500 Sqft (Future Building)
- Truck Scale – 1,000 Sqft (Future Structure)

D. Standards of population densities in the Project Site expected after redevelopment.

- None

E. A statement of any proposed changes to zoning, street layouts, building codes, or ordinances.

- We are not planning on changing the current zoning.

- We would like to get an extra curb cut off of East Overland to help support large flows of traffic.

F. A statement of any planned subdivision to the Project Site.

- We have no plans to subdivide this property.

G. A statement of additional public facilities and utilities required to support the Project Site after redevelopment.

- Public Restrooms
- WiFi
- ATM
- Possible Fax machine
- Electric
- Natural Gas
- City Water
- City Sewer
- City Storm Water

H. Employment within the Project Site before and after redevelopment.

- Currently there is no employment available on the site
- Our plan is to employ
 - 2-Full time Managers
 - 2-Full time Assistant Managers
 - 5-Part time Cashiers
 - 2-Part time Cooks
 - 3-Full time Cooks

I. Any other information you deem relevant.

- None

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective **February 1, 2020**, by and between **26 Group, LLC** ("Landlord") and **Essential Fuel, LLC** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **2319 East Overland, Scottsbluff, NE 69361** and legally described as follows (the "Building"): **BLK 1, WESTERN ADD (5) 1007 E HWY 26**

Landlord makes available for lease a portion of the Building designated as **6,275 SQFT (Convenience Store Portion)**

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **February 1, 2020** and ending **January 31, 2021**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of **One Year**. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$267,800.00** per year, payable in installments of **\$22,316.66** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **1502 19th Ave, Scottsbluff, NE 69361** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of **\$0.00**.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are

under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord N/A spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of N/A per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates

to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

26 Group, LLC

1502 19th Ave, Scottsbluff, NE 69361

If to Tenant to:

Essential Fuel, LLC

1502 19th Ave, Scottsbluff, NE 69361

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Eric Richter President 26 Group LLC

Eric Richter President Essential Fuel LLC

**CERTIFICATE OF ORGANIZATION
OF
ESSENTIAL FUEL, LLC**


1. **Name:** The name of the Company shall be Essential Fuel, LLC.
2. **Initial Designated Office:** The initial designated office of the Company shall be:

1502 19th Avenue
Scottsbluff, NE 69361

3. **Initial Agent for Service of Process:** The name and address of the initial agent for service of process is:

Eric Reichert
1502 19th Avenue
Scottsbluff, NE 69361

Dated: March 31, 2019.


Eric Reichert, Organizer/Member



2018-4260

NUM PAGES 4
 DOC TAX \$0.00 CHG _____
 FEES \$28.00 CHG _____
 TOTAL \$28.00
 REC'D Ferguson Title Services, LLC
 RET _____

NUM INDEX _____
 COMPUTER _____
 PICTURED _____
 IMAGED _____

RECORDED
 SCOTTS BLUFF COUNTY, NE

Date Sep 21, 2018 Time 02:47 PM

Inst. 2018-4260

Jean A. Bauer
 REGISTER OF DEEDS
 ELECTRONICALLY RECORDED

Return to:
 Ferguson Title Services
 PO Box 92
 Scottsbluff, NE 69363-0092

MEMORANDUM OF PURCHASE RIGHT

This Memorandum of Purchase Right is entered into effective September 21, 2018 (the "Effective Date"), between the Western Sugar Cooperative ("Western Sugar") and Eric Reichert and Brandy Reichert ("Reichert").

Recitals:

a. On August 23, 2018, Western Sugar and Reichert entered into a Real Estate Purchase Agreement (the "Purchase Agreement") concerning the purchase by Reichert of the Reichert Parcel (as defined below). The purchase of the Reichert Parcel was closed on the Effective Date.

b. As of the Effective Date, Reichert is the owner of the following described real estate (the "Reichert Parcel"):

Lot 1, Block 1, Western Addition, situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

c. Western Sugar remains the owner of the following described real estate (the "Western Parcel"):

That certain triangle-shaped parcel of land lying east of 21st Avenue, south of Highway 26 and north of East Overland Drive, being located in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska, excepting the Reichert Parcel.

d. Pursuant to the Purchase Agreement, Western Sugar granted a purchase right to Reichert to purchase all or a portion of the Western Parcel (the "Purchase Right"). The purpose of this Memorandum is to provide notice of the Purchase Right.

Memorandum:

In consideration of the mutual promises and agreements set forth in the Purchase Agreement and in this Memorandum, the receipt and sufficiency of which are hereby acknowledged, Reichert and Western Sugar hereto agree as follows:

1. The Purchase Right provides that, for a period of ten (10) years from the Effective Date, if Western Sugar receives a written bona fide offer for all or any portion of the Western Parcel (the "Offer") which it is willing to accept, then the following shall apply:

a. A copy of the Offer shall be delivered to Reichert. Reichert shall have 30 days from the delivery of the copy of the Offer to notify Western Sugar in writing of Reichert's agreement to match the terms of the Offer.

b. If Reichert notifies Western Sugar that Reichert desires to match the terms of the Offer, then Reichert shall purchase the applicable portion of the Western Parcel upon the terms and conditions provided for in the Offer; provided, however, the closing of the sale shall take place on the latter of 30 days from the date of the acceptance of the terms of the Offer, or the closing date as provided for in the Offer.

c. If Reichert does not elect to match the terms of the Offer within the time period referred to in subparagraph (a) above, then Western Sugar may dispose of the applicable portion of the Real Estate upon terms and conditions which do not vary materially from the terms of the Offer.

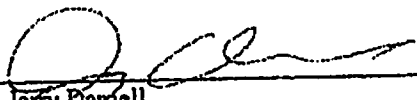
2. The purpose of this Memorandum is to provide notice of the Purchase Right and to place the terms of the Purchase Right of record and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Purchase Agreement. To the extent of any conflict between this Memorandum and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. Reichert shall have the right to assign the Purchase Right to any subsequent owner of the Reichert Parcel.

4. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. Each party's delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Memorandum in the presence of the other party.

[Signatures on Following Pages]

THE WESTERN SUGAR COOPERATIVE


 By: Jerry Darnell
 Title: Vice President

STATE OF NEBRASKA §
 §
 COUNTY OF SCOTTS BLUFF §

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 20 day September, 2018, by Jerry Darnell as a Vice President of The Western Sugar Cooperative, a Colorado cooperative, to me known to be the identical person described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.


 Notary Public


Eric Reichert

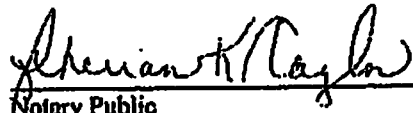

Brandy Reichert

STATE OF NEBRASKA §
 § ACKNOWLEDGEMENT
COUNTY OF SCOTTS BLUFF §

The foregoing instrument was acknowledged before me this 21st day September, 2018, by Eric Reichert and Brandy Reichert, Husband & Wife, to me known to be the identical persons described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.




Notary Public

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

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

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

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

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

*OTHER COUNCIL CONCERNS



Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 2/14/2020
Re: Application for a Class D Liquor License Number D-122050, Essential Fuel LLC dba Essential Fuel, 2319 East Overland, Scottsbluff, Scotts Bluff County, NE. 69361

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

COMMENTARY

53-132: Section 2

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

I conducted background checks on Eric Reichert and his wife Brandy Reichert as a means to determine their fitness to have and manage a liquor license. Eric Reichert reported the following convictions: Speeding and No Occupant Protection April 2015, Speeding and Failure to Comply June 2016, Speeding and Driving Under Suspension July 2016, and Speeding July of 2017.

During the course of the background investigation it was discovered that Eric failed to report the following convictions: four Speeding convictions in Oct. 2004, Jan. 2008, Dec. 2008, and Sept. 2009, Open Alcohol Container August 2008, Shoot Wildlife from Roadway March 2010, Passing on the Right and No Proof of Insurance March 2012, and No Federal or State Waterfowl Stamp Feb. 2019.

Brandy Reichert reported three Speeding convictions; Nov. 2015, June 2016, and March 2018.

The background investigation revealed that Brandy failed to disclose a Speeding conviction March 2012.

On Thursday February 13, 2020 at 4:00 pm the City of Scottsbluff Liquor License Holders Investigatory Board (LLHIB) convened to meet with Eric Reichert to discuss his liquor license application. Eric Reichert explained to the board that he has hired an individual who has extensive experience with alcohol sells and particularly convenience stores that sell alcohol. Eric further explained that this person will handle the day to day operations of the store including the alcohol. During the board meeting I asked Eric why he had not disclosed all his convictions. Eric explained to the board that he obtained his history of his convictions through his insurance provider and reported the violations that were listed. Eric did not dispute the convictions listed that were not disclosed by him.

While the accumulation of convictions discovered during the background investigation is considerable and disturbing and the fact that they were not disclosed none of the violations disqualify Eric from holding a Nebraska Liquor License. After Eric's appearance before the LLHIB, I have concluded that the applicant is fit, willing and able to hold a liquor license. The LLHIB also recommends a **positive recommendation** for the applicant.

(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.

Eric Reichert has limited experience in any business that sells alcohol. To Eric's credit he took measures to mitigate this by hiring an individual with extensive experience, to manage the business to include the alcohol. Eric explained that the point of sale registers, at the business will interrupt any alcohol transaction and require the clerk to scan the customer's identification before they can complete the sell. Eric stated that there will be an eight-foot isle that will hold all the alcohol and the beer will be in a cooler. Eric told us that there will be video recording cameras in the store that will specifically monitor the alcohol and beer as well as the interior of the store. Eric said that he is currently working on an "Employee Handbook" and all employees will be required to attend the Nebraska State Patrol's Alcohol Server training course. Eric added that any employee that would sell to a minor would be terminated.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

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

Eric Reichert has hired an experienced individual that will control the alcohol inventory and purchasing as well as the day to day operations of the store.

This is a new truck stop, convenience store business that is applying for a license for offsite alcohol sales only.

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

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

The establishment will be opened seven days a week 5:00 am to 11:00 pm everyday.

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

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 2319 East Overland Street Scottsbluff, NE. It is a Truck Stop Convenience Store that will attract customers all hours when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

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

There are other businesses in the area with liquor licenses that allow for offsite sales and there are other restaurants in the area with liquor licenses.

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

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full time officers in the department and handled approximately 18,355 calls for service in 2019. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

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

EXHIBIT IV

Memo

Date: February 18, 2020

To: Honorable Mayor Gonzales and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Nathan Johnson, City Manager

Re: Essential Fuel, LLC dba Essential Fuel.

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

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

Class of License

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

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Godfather Pizza	2203-07 Broadway
--	------------------

Total Class A Licenses **1**

Class B Licenses

Convenience Stores

Total Class B Licenses **0**

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
16th Empire
Flyover Brewing Company (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1605 Ave. A
1824 Broadway

Hotel/Motel

Holiday Inn Express
Candlelight Inn & Lounge

1821 Frontage Rd.
1822 East 20th Place

Taverns/Lounges

Hight's Tavern
Silver Saddle Lounge
Shots Bar and Grill
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
Racks Sports Bar, LLC (Catering)

20 West 18th Street
1901-B 21st Ave.
1722 Broadway
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 16

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Western Travel Terminal

503 East Overland
121 W 27th Street
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

15

3322 Avenue I

CLASS I LICENSES

Restaurants

Applebees
Rosita's
Chili's Grill & Bar
Wonderful House Restaurant
Taco de Oro
Ole, LLC
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
Taco Town
Prime Cut
Goonies Sports Bar & Grill

2302 Frontage Rd.
1205 East Overland
826 West 36th St.
829 Ferdinand Plaza
2601 Avenue I
1901 East 20th Street
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
1802 East 20th Place

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

Nightclub

La Musica, LLC dba El Baile Nightclub

705 East Overland

TOTAL CLASS I LICENSES 14

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser

2810 Ave M

TOTAL CLASS W LICENSES 1

Class Z Licenses

Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES 1

TOTAL LICENSES

Class A	1
Class B	0
Class C	16
Class D	15
Class I	14
Class L	1
Class W	1

Class Z	1
TOTAL LICENSES	49

Memo

Exhibit V

Date: February 6, 2020
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Nathan Johnson
Re: Class "D" Liquor License Application
Essential Fuel, LLC
2319 E. Overland
Scottsbluff, NE 69361

Action:

The owners of Essential Fuel, LLC. have applied for a new license in the name of Eric Reichert.

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 2319 E. Overland is situated in an M-1 (Light Manufacturing & Industrial) zoning district where retail stores and services and service stations are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the south, north, and west are zoned M-1 (Light Manufacturing & Industrial) and the property to the east is zoned C-3 (Heavy Commercial).
- (2) The off street parking requirements are 1 space for every 250 square feet of building space is required for retail use. The building is 6440 square feet. The occupancy will need access to at least 26 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with an M-1 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
February 13, 2020 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, February 13, 2020 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on February 7, 2020 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: Russ Knight, Chairman; Norman Coley, WNCC; Nathan Johnson, City Manager; Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, Mike Halley, Scottsbluff Public Schools and Bob Scriptor, Racks
Absent: Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Chairman Knight welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. There were no changes to the agenda.
5. Approve Minutes of the October 3, 2019 Regular Meeting – Motion by Johnson, second by Halley, to approve the October 3, 2019 Minutes, motion passed unanimously.
6. New Liquor License Manager application:
 - a. Essential Fuel, LLC dba Essential Fuel – Eric Reichert Manager.

Mr. Eric Reichert owner and liquor license manager was present to answer questions regarding the Liquor License Application. Also in attendance was Nancy Price who will be the manager of the business.

Chairman Knight asked what procedures are in place to prohibit selling to minors. Mr. Reichert stated they have a Point of Sale (POS) system in place that will scan ID's. The system will interrupt a transaction that should be prohibited. Legal Counsel Stobel asked if all ID's would be scanned. Ms. Price answered anyone that looks younger than 35 will have their ID's scanned. Committee Member Halley asked where the alcohol would be stored. Mr. Reichert stated the wine and spirits will be on the floor; beer will be in a "beer cave" and on the floor in plain sight. Legal Counsel Stobel asked if there are security cameras over the alcohol. Mr. Reichert answered yes.

Chairman Knight asked about staff training. Mr. Reichert stated the staff will be required to take alcohol training and they are in the process of putting together an employee

handbook. The handbook will have language in it that an employee will be terminated if they sell to a minor.

Police Chief Spencer asked Mr. Reichert about the application and history that was not reported in it. Mr. Reichert stated he went to his insurance agent to get the history and that is what showed up on the report. Chief Spencer commented everything does not show up on the reports pulled by an insurance agent and then spoke on the infractions that were not listed; open container, hunting and traffic violations.

Mr. Reichert was advised by the committee to not take anything for granted and to make sure his employees get proper training. If there ever is a violation, make sure to retrain.

Before the committee voted on the recommendation, Legal Counsel Stobel stated the law office she is employed with represents Mr. Reichert; however, she herself did not help with the application and will receive no personal or financial benefit.

Mr. Johnson asked if the violations Mr. Reichert did not disclose on the application would hamper him from getting a liquor license. Police Chief Spencer stated, no.

Moved by Johnson, seconded by Coley, to forward a positive recommendation to City Council regarding the appointment of Eric Reichert, Manager Essential Fuel, LLC dba Essential Fuel Class D liquor license, motion passed unanimously.

b. RP Empire Holdings, LLC dba 16th Empire – Heather Hayes, Manager

Ms. Heather Hayes, Manager of RP Empire Holdings, LLC dba 16th Empire and Mr. Ralph Paez were present to answer questions.

Legal Counsel Stobel asked Ms. Hayes about her experience with alcohol. Ms. Hayes stated she has none, but the business has been open since October. Chairman Knight asked if they have taken alcohol training. Ms. Hayes stated she has not and the only staff member who has taken it is the bartender. She went on to say she would do whatever she could; she would go online to take it and have her staff go online to take it also. She commented she was too late to get into the training with the State Patrol but will make sure they get in to do the next training. She advised they do have born on digital calendars in the establishment also. Chairman Knight asked who would do the purchasing. Ms. Hayes stated both she and Mr. Paez handle the inventory and all alcohol is in a locked area. Police Chief Spencer asked if they have security cameras in the restaurant. Mr. Paez answered yes, they are on 24/7 and are activated by motion. Committee Member Halley asked what their policy is if a minor is served. Mr. Paez answered they would be terminated immediately. Legal Counsel Stobel asked Ms. Hayes if she is at the restaurant full time. Ms. Hayes stated she has a fulltime job, but tries to be at the restaurant during lunch, in the evening and on weekends.

Chairman Knight commented the lack of training is a concern for him. Mr. Paez stated they are open for recommendations and will do what they can to make sure the staff gets trained.

Moved by Halley, seconded by Scriptor, to forward a positive recommendation to the City Council regarding the appointment of Heather Hayes, Manager, RP Empire Holdings, LLC dba 16th Empire Class I Liquor License, motion passed unanimously.

7. Liquor License Compliance Violation Review and Discussion:

Big Bats-Sinclair – Mr. Kevin Kelso, Manager, was present to answer questions from the

committee. Mr. Kelso stated the employee that committed the violation was terminated. Also, the business does have a handbook with the termination policy written in it. Chairman Knight asked after watching the surveillance camera, what did the employee do wrong? Mr. Kelso stated the employee checked the ID and hit the override button on the POS system. They will be looking into getting better scanners for all locations company wide. Also, they do have retraining scheduled for all employees.

Scottsbluff Watering Hole- Mr. Chris Bruckner was present and stated he was representing Mr. Jeremy Smith who is the Liquor License Manager. Mr. Bruckner is the Manager of East O Watering Hole and was given oversight to represent both locations. He stated the employee looked at the ID and sold to the minor anyway. They do have a scanner in the business and now have a policy that all ID's are scanned to be able to purchase alcohol. He stated all employees will do the training again and commented they do not have a policy in place for termination.

Western Travel Terminal- Mr. Roger Garwood, Manager was present and stated with their violation the employee did not ask to see the ID, so therefore it was not scanned. The employee was terminated, as they have a zero tolerance policy in place. He went on to state the staff is trained with the exception of 2-3 employees who will be on the list for the next training. No employee can sell alcohol unless they have been certified or trained.

8. Other Business

Mr. Rob Jackson with the State Patrol was present and commented he gives free alcohol training frequently; it is very unsettling when someone takes the training and does not follow protocol. He also commented his team did the last compliance checks.

Committee Member Halley stated he will be leaving in June and so therefore the committee needs to start thinking about a replacement for him. He does have some individuals in mind and would be happy to make a recommendation. Committee Member Scriptor also stated he will not be holding a liquor license in the future and wanted the committee to know, so a replacement could be found for him as well.

9. Adjournment:

The meeting adjourned at 4:50 p.m.

Russ Knight, Chairman

Kim Wright, Secretary