

City of Scottsbluff, Nebraska

Tuesday, February 18, 2020

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to discuss and consider action on a Class I Liquor License for RP Empire Holdings, LLC dba 16th Empire, 1605 Avenue A, 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 I Liquor License for RP Empire Holdings, LLC dba 16th Empire.

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 RP Empire Holdings, LLC dba 16th Empire
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 ☐

Heather Hayes

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



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NEBRASKA LIQUOR
CONTROL COMMISSION

Hot List: <u>YES</u> / NO	New/Replacing # <u>117296</u>
Class Type <u>I</u>	123534 Initial <u>TB</u>

Applicant name RP Empire Holdings, LLC (Heather Hayes)

Trade name 16th Empire

Previous trade name _____

Contact email address heatherc9226@gmail.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.

PAYMENT TYPE <u>PayPort</u> AMOUNT <u>400</u> BY <u>TOR</u>	 2000000887
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FORM 100
REV FEB 2017
PAGE 1

1. ☒ 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. ☒ Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. ☒ 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. ☒ 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. ☒ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. ☐ 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. ☐ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. ☐ Enclose a list of any inventory or property owned by other parties that are on the premises.
9. ☐ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. ☐ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. ☐ 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.

Heather Hays
Signature

1/22/2020
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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**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 _____ Phone number: _____

Firm Name _____

FORM 100
REV FEB 2017
PAGE 3

PREMISES INFORMATIONTrade Name (doing business as) 16th EmpireStreet Address #1 1605 Ave A

Street Address #2 _____

City Scottsbluff County Scotts Bluff Zip Code 69361Premises Telephone number 308 633 4155Business e-mail address thel6thempire@gmail.comIs this location inside the city/village corporate limits: YES X NO _____

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

Name Heather HayesStreet Address #1 602 Hillcrest Drive

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**

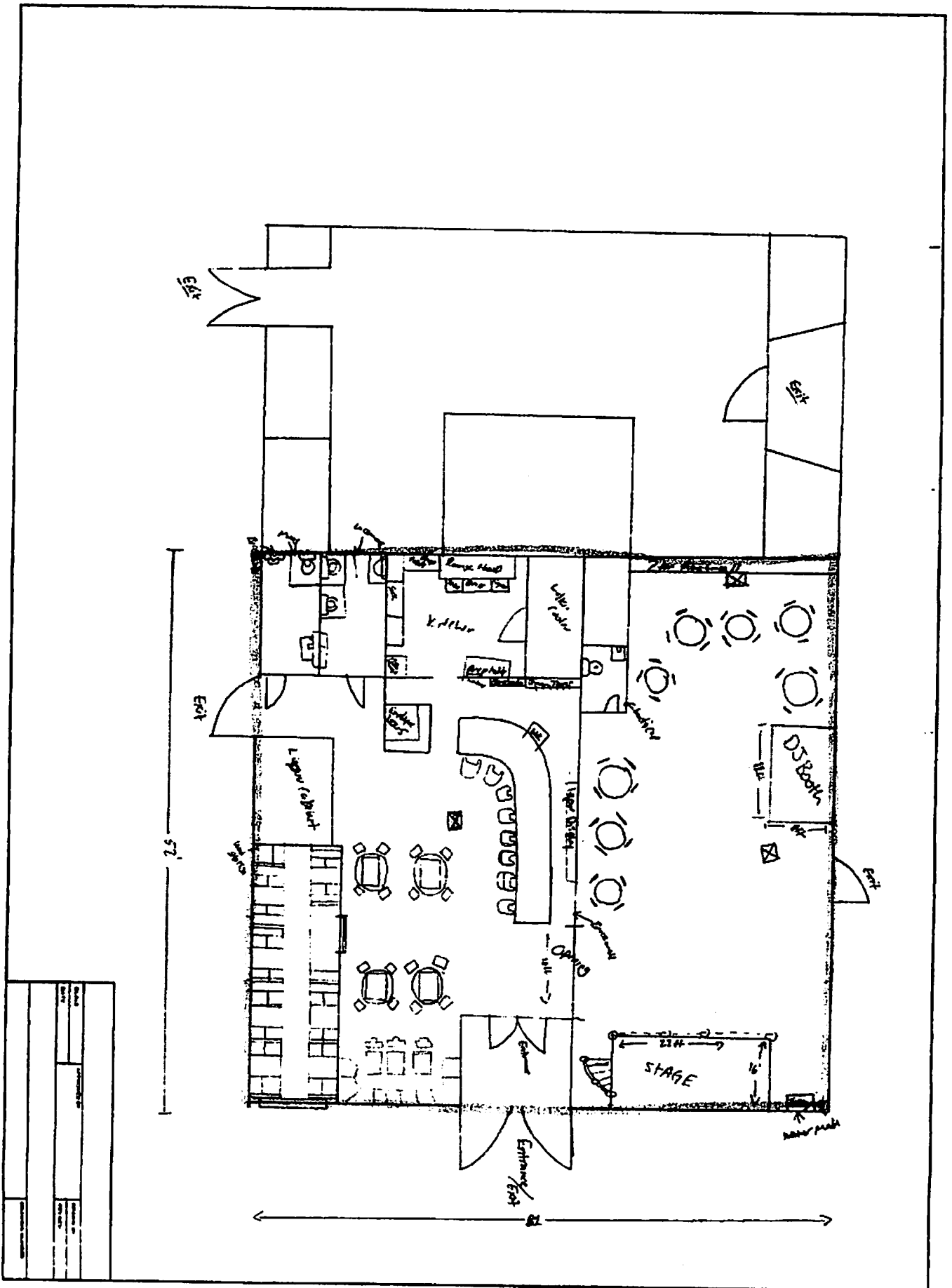
Building: length _____ x width _____ in feet

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

Is there an outdoor area? Yes _____ No _____ If yes, length _____ x width _____ in feet

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

(see attached diagram on next page)



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

 YES X NO

If yes, list the lender(s) _____

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

 YES X NO

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

No silent partners

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

 YES X NO

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

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

 YES X 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 X 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.

Platte Valley Companies Heather Hayes / Ralph Paez

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.

None

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)
Heather Hayes		

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? _____

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

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

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Scottsbluff, NE	2000	Present 2019			

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

Heather C. Hayes
Signature of Applicant

Signature of Spouse

Heather C. Hayes
Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska SCOTT BLUFF
County of

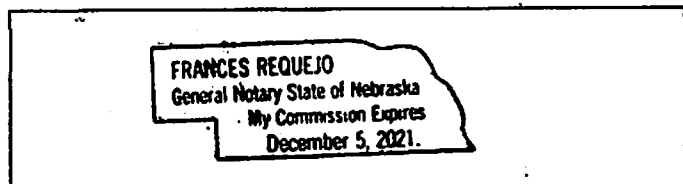
1-22-20

date

The foregoing instrument was acknowledged before me this
by HEATHER C HAYES

name of person(s) acknowledged (individual(s) signing)

[Signature]
Notary Public signature



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

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

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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: Heather Hayes

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

RP Empire Holdings, LLC

LLC Address: 602 Hillcrest Drive

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 307 340 0601 LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: Hayes First Name: Heather MI: C

Home Address: 602 Hillcrest Drive City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: 307 340 0601

Heather Hayes
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of SCOTTS BLUFF

The foregoing instrument was acknowledged before me this

1-22-20

by

HEATHER HAYES

name of person acknowledge

Date

[Signature]

Affix Seal

FRANCES REQUEJO
General Notary State of Nebraska
My Commission Expires
December 5, 2021.

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

Last Name: Hayes First Name: Heather MI: C

Social Security Number: _____ Date of Birth: 5/11/1978

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

Spouse Social Security Number: _____ Date of Birth: _____

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: January Ending Date: December

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

RP EMPIRE HOLDINGS, LLC

Wed Jan 29 10:27:07 2020

SOS Account Number

1909215992

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

HEATHER HAYES

602 HILCREST DRIVE

SCOTTSBLUFF, NE 69361

Designated Office Address

602 HILLCREST DRIVE

SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Sep 17 2019

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Sep 17 2019	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Oct 08 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.

<https://www.nebraska.gov/sos/ccorp/corpsearch.cgi?acct-number=1909215992>

1/29/2020

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

Continue to Order

↑ Back to Top

**CERTIFICATE OF ORGANIZATION
OF
RP EMPIRE HOLDINGS, LLC**

1. **NAME.** The name of the Company shall be: RP Empire Holdings, LLC ("the Company").

2. **PERIOD OF DURATION.** The period of duration of the Company shall be perpetual from and after the filing of the Certificate of Organization with the Secretary of State, State of Nebraska.

3. **PURPOSE.** The Company is organized for the purpose of engaging in business and activities permitted for Limited Liability Companies established pursuant to Nebraska Law.

4. **INITIAL DESIGNATED OFFICE - REGISTERED AGENT.**
The address of the initial designated office of the Company is:

602 Hillcrest Drive
Scottsbluff, NE 69361

The name and address of the Company's registered agent in Nebraska is:

Heather Hayes
602 Hillcrest Drive
Scottsbluff, NE 69361

5. **PROPERTY CONTRIBUTED.** The total amount of cash contributed by the organizational members as capital is \$1,000.00.

Property other than cash contributed to the company and the agreed value of such property is: None.

6. **ADDITIONAL CONTRIBUTIONS.** The total additional contributions, if any, agreed to be made by all members of the Company, and the times at which or events upon the happening of which they shall be made, are as follows:

Additional contributions shall be made at such times and in such amounts as may be unanimously agreed by the Members as provided in the Operating Agreement of the Company.

7. **ADDITIONAL MEMBERS.** The members of the Company may admit additional members from time to time, upon the unanimous approval of the existing

members of the Company, and upon additional terms and conditions of admission as may be further determined by the members at the time of admission. The interests of all members in the Company may be transferred or assigned as provided in the Operating Agreement.


8. **RIGHT TO CONTINUE BUSINESS.** In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company, the remaining members of the Company shall have the right, upon unanimous approval, to continue the business of the Company, at their election and option.

9. **MANAGEMENT.** Initial management of the Company shall be vested in the owners-managers. The names and addresses of the Owners-Managers providing management of the company are:

Name	Address
Heather Hayes	602 Hillcrest Drive Scottsbluff, NE 69361

10. **INTERNAL AFFAIRS.** If the company shall establish an Operating Agreement, the regulation of the internal affairs of the company will be set forth in the Operating Agreement. If no Operating Agreement shall be established, the internal affairs of the Company shall be administered by the owners, and as provided by Nebraska law pertaining to Limited Liability companies.

Dated this 16th day of September 2019.


Heather Hayes, Owner-Organizer

**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

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**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

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
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**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: RP Empire Holdings, LLC

Premise information

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

Premise Trade Name/DBA: 16th Empire

Premise Street Address: 1605 Ave A

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: 308 633 4155

Premise Email address: thel6thempire@gmail.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.

Heather Hayes

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Hayes First Name: Heather MI: C

Home Address: 602 Hillcrest Drive

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 307 340 0601

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: 05/11/1978 Place Of Birth: Lincoln

Email address: heatherc9226@gmail.com

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2006	Present 2019			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2019	Spectrum Reach	Joe Mizell	307 267 2712
2006	2008	KOTA Territorial TV	Patrick Macey	308 632 3071

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

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

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

*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

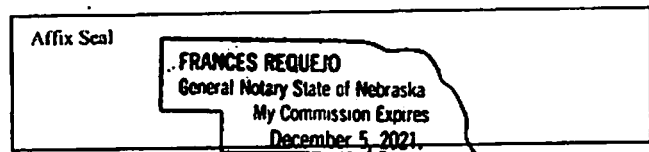
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of SCOTT BLUFF The foregoing instrument was acknowledged before me this
1-22-20 date by HEATHER HAYES
NAME OF PERSON BEING ACKNOWLEDGED



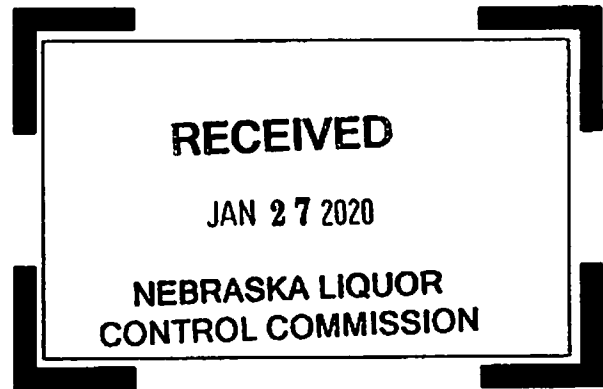
Notary Public signature



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: 16th Empire

Name of Person Bring Fingerprinted: Heather Christine Hayes

Date of Birth: 05/11/1978 Last 4 SSN: _____ Date fingerprints were taken: 11/4/2019

Location where fingerprints were taken: Nebraska State Patrol (Troop E - Scottsbluff)

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # order id # 43666578

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

Heather Hayes
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV MAY 2018

BUSINESS LEASE AND PURCHASE AGREEMENT

This Agreement is made on September 28, 2019, between 16th Empire, LLC, a Nebraska Limited Liability Company, (the "Seller"), and RP Empire Holdings, LLC, a Nebraska Limited Liability Company, (the "Buyer").

Recitals:

- a. The Seller owns and operates a restaurant known as "16th Empire" located at 1605 Ave. A., Scottsbluff, Nebraska (the "Business").
- b. The Business is located in and upon a building and lot legally described as:
*Lot 4-5 and Sublots 13 and 14, Block 6, Original
Town Addition to the City of Scottsbluff, Scotts Bluff
County, Nebraska (the "Premises").*
- c. The Seller desires to sell and the Buyer desires to purchase the Business and the Premises according to the terms and conditions of this Agreement.

Agreement:

1. Effective Date:

- a. Effective Date: The Effective Date of this Agreement shall be December 1, 2019.

2. Sale of Assets:

- a. Upon the Effective Date of this agreement, the Seller shall transfer to the Buyer the assets of the Business as described below (the "Assets"):
 - (1) All furniture, fixtures and equipment used in the Business to include those items listed on Exhibit A. (the "Equipment");
 - (2) The inventory of products on hand intended for resale to customers of the Business, and all items on hand as of the Effective Date which are disposables (to include paper goods) (the "Inventory");
 - (3) Any manuals or other documentation concerning the Equipment; and
 - (4) All other assets of the Business which are not Excluded Assets, including but not limited to:
 - (a) All goodwill and other intangible assets of the Business (the "Goodwill").

- (b) The name “16th Empire”.
 - (c) All telephone numbers used by the Business, along with telephone and other directory listings.
 - (d) The Business’ web page(s)
- (5) In the event this Agreement shall terminate prior to Closing, the parties agree that all assets, fixtures, furniture, equipment, and any other tangible personal property that was originally included in this Sale of Assets shall remain with the property. Seller shall not be entitled to offset or compensation of any kind for any depreciation or other diminution in value of any of the assets of the business remaining on the premises, or of any assets that were sold or transferred in the regular course of business during operation of the Business by Buyer. Any assets or property of any kind purchased by Buyer prior to termination of this Agreement shall remain the property of Buyer and Seller shall have no claim to said assets or against Buyer for said assets.
- b. The following items are excluded from the sale of Assets (the “Excluded Assets”):
 - (1) All cash and bank accounts except to the extent necessary to cover the value of any outstanding gift certificates.
 - (2) All financial records, books, records and documents relating to the Business operations of the Seller, other than those deemed necessary by Buyer to the operation of the Business.
- c. Seller will execute and deliver to Buyer a Bill of Sale for the Assets on or before the Effective Date of this Agreement. Seller shall be solely responsible for the payment of any taxes due and owing upon the sale of said Assets, including, but not limited to, accelerated personal property taxes that may be applicable. Seller agrees to promptly pay any such taxes when due, with any failure to do so allowing the Buyer the option to terminate this lease effective with the failure of Seller as outlined herein.

3. Federal Tax Lien

- a. The parties recognize that Seller currently has Federal Tax Liens asserted that may impact the business in general as well as the marketable title to the real estate. Seller asserts that Seller shall endeavor to have the obligation underlying said Liens satisfied in full on or before April 1, 2020. Seller shall diligently pursue lending options to the best of Seller’s ability in an effort to satisfy the tax obligations outlined herein.

- b. In the event that Seller is unable to satisfy the obligations be April 1, 2020, Buyer at Buyer's sole discretion, shall have the option to terminate this agreement, or to proceed to closing.
- c. In the event that Buyer elects to proceed to closing, Seller shall have the aforementioned liens satisfied in their entirety at or before closing.
- d. In the event that Buyer fails to satisfy the obligation regarding the tax liens, in full, on or before the date set for closing, Buyer may elect, at Buyer's sole discretion, to terminate this Agreement. In the event that this Agreement is terminated by Buyer for nonpayment of the tax liens, Buyer shall be entitled to an amount of liquidated damages from Seller in the amount of \$35,000.00 which is intended to compensate Buyer for investments into the business prior to closing.
- e. If Buyer elects to proceed to closing, Buyer shall be entitled to offset the purchase price by an amount equal to the amount of the outstanding tax liens, plus 10% of the total amount outstanding, with the offset amount to be used to satisfy the tax liens, and the added 10% to consist of liquidated damages arising out of Seller's failure to satisfy obligations giving rise to the tax liens.
- f. The Federal Tax Liens are asserted against "16th Street Empire, LLC" which for all intents and purposes is valid and enforceable against 16th Empire, LLC. The parties understand and agree that throughout this agreement, all references to 16th Street Empire, LLC and/or 16th Street, LLC, shall be considered one and the same, and shall be considered to bind the same entity. The validity of any such provisions shall not be impacted by use of either name as opposed to the "proper" name.

4. Lease Agreement:

- a. Upon the Effective Date of this Agreement, Buyer shall lease the Premises from Seller to operate the Business until Closing. The Conditions of Buyer's lease is as follows:
 - (1) The term of this lease shall be from the Effective Date until Closing. This lease shall terminate automatically upon Closing. If the parties agree to change the Closing date for any reason, this lease shall automatically extend or terminate accordingly.
 - (2) Buyer agrees to pay a monthly lease fee of \$3,200.00 per month. Buyer shall pay the first and last month's lease fee, totaling \$6,400.00, upon execution of this Agreement. The initial \$6,400 payment shall be applied toward the lease fee for December 2019 and September 2020. Subsequent lease fees shall be due and payable in full on the 1st day of each month.

- (3) In the event that Buyer cannot reasonably submit payment of his lease fees on or before the 1st day of each month, Buyer shall notify Seller on or before the 1st of each month of his request for an extension. If Buyer submits such written request, Buyer's lease fees shall become due and payable on or before the 10th day of the month.
- (4) Buyer agrees to pay and shall be responsible for all cost and expenses to operate the Business. Buyer agrees to indemnify and hold harmless Seller, 16th Empire, LLC, Jessie Martinez, and Leticia Martinez from any and all claims that may result from his lease, other than those claims arising due to errors, omissions, or misrepresentations by Seller to Buyer regarding any matters concerning the Business or Premises.
- (5) Buyer agrees to operate the Business. Buyer agrees to be responsible for and to employ all staff and employees, including paying all wages, withholding all income, social security, and unemployment taxes, obtaining workers compensation insurance and to pay all other expenses for employees and staff.
- (6) Buyer agrees to pay all operational expenses, including utilities, day-to-day maintenance, costs to obtain and prepare inventory, food, beverages, disposals, and other operational expenses during the term of the lease.
- (7) The Buyer shall take all steps necessary to change all utilities and phone service to the Business premises to the Buyer's name effective with the Effective Time. The Seller shall be entitled to the return of any utility deposits held in the Seller's name.
- (8) Seller agrees to pay and be responsible for all structural repairs and maintenance to the Premises during the term of the lease. This includes, but is not limited to, maintenance of the plumbing; Heating, Ventilation, and Cooling (HVAC) Systems associated with the premises; maintenance of the sidewalks, parking lots, and any other pedestrian walkways associated with the Premises. Seller further agrees to maintain property insurance on the premises and to pay any and all real property taxes due on the Premises for the term of the lease.
- (9) Buyer and Seller agree that any and all permanent cosmetic updates to the Premises during the term of the lease must be agreed upon between the parties in writing. Buyer shall be responsible for the installation and expense of all such cosmetic updates, unless otherwise agreed to in writing by Seller.
- (10) The parties understand that Seller currently has a real estate loan/note encumbering the Business and Premises. The parties further understand that Seller's continuing obligation to keep said loan/note payments current is imperative to the operation of the Business by Buyer prior to Closing. In the

event Seller shall default, or otherwise violate any terms or conditions of the real estate loan/note currently encumbering the property, Buyer, at Buyer's sole option, shall be able to immediately terminate this Agreement in its entirety. Furthermore, the parties agree that should this Agreement be terminated due to defect in the obligations of Seller on said loan/note, Buyer shall be permitted to maintain any cause of action against Seller necessary to compensate Buyer for lost revenues, earnings, profits, compensation, and/or to offset any incurred losses due to Seller's breach of Seller's duty to keep said loan/note current.

(11) Buyer agrees to immediately take any and all action necessary to acquire the necessary and proper licensing, including but not limited to a liquor license with the Nebraska Liquor Commission. In the event that Buyer is unable to obtain a Class C Liquor License, or any other necessary liquor licensing or approvals, from the Nebraska Liquor Control Commission or any applicable agency, political subdivision, or other party, the parties agree that this Agreement in its entirety shall be terminatable by Buyer at Buyer's sole discretion, with ten (10) business days' notice to Seller. The parties shall prorate any rent or other expenses due and owing by Buyer associated with this Agreement to the day set forth for termination of this Agreement due to an inability of Buyer to successfully obtain a Class C Liquor License.

(12) In the event that the tax liens against 16th Empire, LLC impact the normal operation of the business throughout the lease period, Buyer shall be entitled to offset rent in the amount necessary to rectify any damage caused by said outstanding tax obligations.

5. Option to Purchase Premises:

- a. As additional consideration for the lease of the Premises, at the conclusion of the lease term set forth herein, Buyer shall have an option to purchase the Premises as is outlined hereafter. Buyer shall notify Seller of Buyer's intent to exercise said option no later than six (6) months prior to the date hereinafter set for closing (and any extensions thereof as set forth in this agreement or otherwise agreed to by the parties). This option is exclusive to Buyer.
- b. Closing Date: The Closing Date shall be October 1, 2020.
- c. Seller agrees to sell and Buyer agrees to buy the following described Premises, together with all improvements thereon:

*Lot 4-5 and Sublots 13 and 14, Block 6, Original
Town Addition to the City of Scottsbluff, Scotts Bluff
County, Nebraska*

- d. All liabilities of the Seller shall be paid by the Seller, and are not included as part of the sale.
- e. Purchase Price: The "Purchase Price" shall be: \$285,000.00
- f. The Purchase Price shall be paid as follows:
 - (1) The purchase price, plus or minus Adjustments, shall be due and payable to the Seller at Closing.
 - (2) Adjustments to the Purchase Price shall be limited to the amount equal to any out-of-pocket expenses expended by one party that was the responsibility of the other party by the terms of this Agreement. By way of example, if following the Effective Date, but prior to Closing, the Premises required a hot water heater to be replaced, a cost that is the responsibility of Seller as per this Agreement, and the cost of said Seller-obligated expense was paid by Buyer, Buyer shall be credited with a like amount against the purchase price at Closing. The parties shall present to one-another a full itemized list of any such claims for offset against the purchase price to the other party at least thirty (30) days prior to closing. Neither party shall be responsible for an expense adjustment unless the party responsible for said expense shall have been notified by the other party as to the need for the same to be performed prior to undertaking the un-obligated expense.
 - (3) No adjustments to the purchase price shall be made on the basis of any income, as Seller will no longer be entitled to any income of the Business following the Effective Date.
- g. The payment of any lease fees, as described in Article 3(a)(2) above ARE NOT to be considered adjustments to the purchase price.

6. Closing and Possession:

- a. The closing (the "Closing") shall occur on or before October 1, 2020 (the "Closing Date"). The parties may agree to extend the Closing Date for a reasonable period of time if the Conditions to Closing have not been met by that date, but if the Closing does not take place by December 31, 2020 (the "Extended Closing Date"), then either party shall have the right to terminate this Agreement.
- b. The Closing shall take place at a location and time of day mutually agreeable to the parties. Regardless of the time of day when the Closing occurs, it is agreed that the Closing will be considered effective as of 12:01 a.m. on the Closing Date (the "Effective Time").

- c. The Seller shall, at the Closing, deliver to the Buyer a Warranty Deed in a form reasonably acceptable to the Buyer, conveying the Premises free and clear of all liens and encumbrances.

7. Inspections:

- a. The Seller agrees to deliver the Premises to the Buyer in its present condition, reasonable wear and tear excepted, subject to the following:
 - (1) The Buyer shall have until November 1, 2019 (the "Inspection Period") to conduct inspections of the Premises at its own cost and expense. In the event that the Buyer desires to conduct any invasive studies, prior written approval must be obtained from the Seller. The results of any inspections shall be held in confidence and not be disclosed by the Buyer to any third parties, unless compelled by a court of law with appropriate jurisdiction, without the Seller's prior written consent. The Buyer will repair any damage to the Real Estate resulting from such entry or inspections.
 - (2) In the event that the Buyer reasonably determines that there are any deficiencies in the condition of the Premises, which deficiencies impact the Buyer's intended use of the Real Estate, then the Buyer shall, prior to the end of the Inspection Period notify the Seller in writing (a "Deficiency Notice"). If the Buyer delivers a Deficiency Notice, then the Seller shall have the option to make the noted repairs on or before the Closing, and the Closing shall take place. If the Seller elects not to make the noted repairs, the Seller shall notify the Buyer in writing within 10 days of the receipt of the Deficiency Notice. Upon receipt of a refusal to make repairs, and unless the parties otherwise agree, then the Buyer shall have the option to either (i) proceed with the Closing, or (ii) terminate this Agreement by delivery of a written notice of termination to the Seller within 10 days of the response of the Seller (a "Termination Notice"). Upon delivery by the Buyer of a timely Termination Notice, this Agreement shall terminate and neither party shall have any continuing obligations under this Agreement.
 - (3) If the Buyer does not deliver a timely Deficiency Notice and/or Termination Notice, then the Buyer shall be deemed to have accepted the condition of the Real Estate "AS IS". The Seller makes no warranties, express or implied, of merchantability, fitness or otherwise with respect to the Real Estate which extend beyond warranties of title contained in the Deed, except that the Sellers represent that they have no knowledge of latent defects in the Real Estate.

8. Licensing Requirements:

- a. Buyer agrees to immediately take any and all action necessary to acquire the necessary and proper licensing, including but not limited to a liquor license with the Nebraska Liquor Commission.
- b. In the event that Buyer is unable to obtain a Class C Liquor License, or any other necessary liquor licensing or approvals, from the Nebraska Liquor Control Commission or any applicable agency, political subdivision, or other party, the parties agree that this Agreement in its entirety shall be terminatable by Buyer at Buyer's sole discretion, with ten (10) business days' notice to Seller. The parties shall pro-rate any rent or other expenses due and owing by Buyer associated with this Agreement to the day set forth for termination of this Agreement due to an inability of Buyer to successfully obtain a Class C Liquor License.

9. Representations and Warranties:

- a. The Seller represents and warrants to the Buyer that:
 - (1) The Seller is a limited liability company organized and existing in good standing under the laws of Nebraska. The execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the Seller. This Agreement constitutes the legal, valid and binding obligation of the Seller enforceable according to its terms.
 - (2) The Seller has good and marketable title to all of the Assets and the Premises and at the Closing, the Assets and Premises will be free and clear of all liens and encumbrances, other than the lien on the property that exists currently and will continue with the property prior to Closing. Seller warrants that this lien is current, and Seller further warrants that Seller shall maintain the loan associated with said lien and keep it current at all times.
 - (3) The Assets and Premises will be delivered to the Buyer in their present condition, ordinary wear and tear excepted. The Equipment will, at the Closing, be in operating condition, subject to reasonable wear and tear, and as limited to the scope and nature of its age and design.
 - (4) The Seller is not in default under any agreement or other document to which the Seller is a party. The Seller will perform all of the Seller's agreements until the Closing. This specifically includes, but is not limited to, Seller's obligation to pay on the loan/note encumbering the Premises. Failure of Seller to keep current said loan/note shall be considered a material breach of this Agreement.

- (5) The Seller has the power and authority to own and operate the Business, to carry on the Business as now being conducted and to enter into and perform its obligations under this Agreement. To the Seller's best knowledge, the Seller has all agreements and permits necessary to own and operate its business as presently conducted. The Seller is not in default under any agreement or other document to which it is a party.
- (6) There are no claims, actions, lawsuits, proceedings, or investigations pending, or to the best of the Seller's knowledge threatened, against the Seller which would have a material adverse affect on the Business or the Assets.
- (7) The Seller has complied with all applicable federal, state, and local laws and agreements in any way related to the conduct and operation of the Business, to include the handling of hazardous substances.
- (8) The Seller shall be responsible for all Federal and State Income Taxes, Employment Taxes and withholding, and sales and use taxes for the Business through the Effective Time, and will file all required reports and returns prior to their due date.
- (9) All agreements with employees are oral understandings terminable at will by either party. The Seller shall terminate all such employment as of the Closing so that the Buyer may make any arrangements with employees desired by them. To the best of the Seller's knowledge, the Seller has complied with all applicable laws and regulations relating to the employment of labor at the Business.
- (10) No sources of contamination exist on the Premises which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.
- (11) The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.
- (12) There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

- (13) No broker has been retained in connection with this transaction.
 - (14) Seller discloses to Buyer that Seller currently has an outstanding Federal tax obligation due and owing to the Internal Revenue Service and that Federal Tax Liens have been asserted against 16th Empire, LLC. The parties acknowledge that this may impact the marketability of the real estate and have addressed a remedy for that matter in Paragraph 3 (Federal Tax Liens) herein. Seller warrants that no State or other tax obligations connected with the business or the real estate exist.
- b. The Buyer represent and warrant to the Seller that:
- (1) The execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the Buyer. This Agreement constitutes the legal, valid and binding obligation of the Buyer enforceable according to its terms.
 - (2) The Buyer has personally inspected the Assets and Premises and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller, except as otherwise provided for in this Agreement.
- c. All representations and warranties contained in this Agreement shall survive the Effective Date.

10. Conduct of Business Pending the Closing:

- a. The Seller agrees that, pending the Closing, the Business will be conducted only in the ordinary course according to policies followed immediately preceding the date of this Agreement.
- b. The Inventory of food, beverages and disposables shall be maintained in a manner and quantity which is usual and customary during the Seller's operation of the Business. It is understood that any retail goods inventory may be sold by the Seller in any manner and will not be replaced.
- c. The Buyer and its agents will be given reasonable access during normal business hours to all of the Seller's records and agreements concerning the Business.

11. Conditions to Closing:

- a. The Buyer's obligation to close shall be subject to satisfaction by the Seller of the following conditions at or prior to the Closing, any or all of which may be waived in writing in whole or in part by the Buyer:

- (1) The Seller's representations and warranties shall be true in all material respects, and the Seller shall in all material respects have performed its obligations under this Agreement.
 - (2) The execution and delivery of the Bill of Sale and Assignment by the Sellers.
 - (3) The approval of the Application or issuance of a TOP, as provided for below.
 - (4) In order for the Buyer to use the name "16th Empire", the Seller shall have changed its name prior to the Closing so that the Buyer can register that trade name. The parties shall coordinate the filing of the Seller's amendment of its name so that the Buyer's application for trade name can be submitted simultaneously.
 - (5) There shall not have been suffered any casualty or loss, whether or not covered by insurance, which materially and adversely affects the Business.
 - (6) The Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, then either party shall have the option to terminate this Agreement in writing.
 - (7) It is expected that the Buyer will obtain a Uniform Commercial Code lien search prior to the Closing. At the Closing, the Seller will provide releases of all liens disclosed by that search.
 - (8) The Seller shall assign all agreements concerning its website to the Buyer. The Seller shall discontinue and delete the Facebook page for the Business.
 - (9) At the request of the Buyer, the Seller shall deliver an assignment of the Seller's Unemployment Compensation Reserve Fund to the Buyer.
 - (10) Seller shall satisfy all tax liens that are associated with 16th Empire, LLC or the Real Estate that is the subject of this Agreement so that the liens are extinguished in their entirety.
- b. The Seller's obligation to close shall be subject to satisfaction by the Buyer of the following conditions by the Closing Date, any of which may be waived by the Seller:

- (1) The Buyer's representations and warranties shall be true in all material respects, and the Seller shall in all material respects have performed its obligations under this Agreement.
 - (2) Payment of the Purchase Price.
- c. Prior to the Closing, the Buyer shall apply for a Class C Liquor License (the "Application") from the Nebraska Liquor Control Commission. The Buyer agrees to diligently pursue the Application. The Seller agrees to provide reasonable cooperation in connection with the Application. All license fees and expenses in pursuing the Application shall be paid by the Buyer. Due to the timing of the Closing, the Buyer will not be able to obtain approval of the Application prior to the Closing. The parties, do, however, agree to apply for a Temporary Operating Permit ("TOP") as per Nebraska Liquor Control Commission Form 125. The Closing shall be conditional upon the issuance of the TOP.
 - d. In the event that Buyer is unable to obtain a Class C Liquor License, the parties agree that this Agreement shall be terminatable by Buyer at Buyer's sole discretion, with ten (10) business days' notice to Seller. The parties shall pro-rate any rent or other expenses due and owing by Buyer associated with this Agreement to the day set forth for termination of this Agreement due to an inability of Buyer to successfully obtain a Class C Liquor License.

12. Indemnity:

The parties agree that from and after the Effective Time, they will indemnify and hold harmless the other party against any losses, claims, causes of action, breach of warranty or nonfulfillment of any provisions of this Agreement (to include indemnification of the Buyer by the Seller for any and all Losses resulting from the Seller's operation or ownership of the Business prior to the Effective Time), to include the reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters for which the other party is responsible under this Agreement.

13. Default:

Time is of the essence of this Agreement. In the event of a default in any of the terms of this Agreement by either party, the other party shall have all remedies as allowed by law, equity or otherwise, or as provided for in this Agreement.

14. Termination of Agreement:

- a. This Agreement may be terminated at any time before the Closing as follows:

- (1) By mutual consent of the Seller and the Buyer.
 - (2) By either party if the party has given written notice to the other party of a material misrepresentation or breach of warranty on the part of the other party in the representations and warranties provided for in this Agreement, and the breach has not been cured within 10 business days after receipt of the notice, or if events have occurred which have made it impossible to satisfy a condition precedent to a party's obligations to complete the contemplated transactions;
 - (3) By either party, by notice to the other, if the Closing does not take place by the Extended Closing Date; provided, however, that a party will not be entitled to terminate this Agreement pursuant to this subparagraph if the party's willful breach of this Agreement or intentional misrepresentation under this Agreement has prevented the Closing from taking place before this date.
- b. If this Agreement terminates according to this paragraph, it will have no further force or effect. The parties' rights under this paragraph are cumulative and are in addition to the other rights and remedies available to them under any other agreement or applicable law.

15. Notices:

Any notices or other communications to the Seller or the Buyer shall be in writing and shall either be delivered in person or sent by certified or registered mail, return receipt requested, or by recognized overnight delivery service, to the addresses set out below, or to such other address as the Seller or the Buyer may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

a. If to the Seller:

16th Empire, LLC
C/O Jessie Martinez
1008 11th Ave.
Apt. 2
Scottsbluff, NE 69361

b. If to the Buyer:

RP Empire Holdings, LLC
602 Hillcrest Drive
Scottsbluff, NE 69361


16. General Provisions:

- a. The Seller shall have the risk of loss for the Assets prior to the Effective Date and for the Premises prior to the Closing.
- b. Each party shall pay its own attorney and accounting fees incurred in the negotiation and preparation of this Agreement. The Buyer shall pay for any costs associated with financing of this Agreement. The cost of the documentary stamp tax associated with the transfer of the Real Estate, title insurance, and other closing costs shall be divided equally between the parties.
- c. The Buyer acknowledges that the Buyer has had and will have further opportunities to inspect various matters concerning the Seller's operations and financial matters. The Buyer agrees that if the Closing does not occur, that the Buyer will take reasonable steps to ensure that any information obtained from the Seller shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.
- d. Each party will execute and deliver any further instruments or documents, and take all further action, reasonably requested by the other party to carry out the transactions contemplated by this Agreement.
- e. This Agreement shall not be assignable by either party without the consent of the other party.
- f. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.
- g. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.
- h. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- i. This Agreement shall be construed according to the laws of Nebraska.
- j. This Agreement contains the entire agreement of the parties. This Agreement may be amended only in writing signed by all parties.

[Signatures on following page]

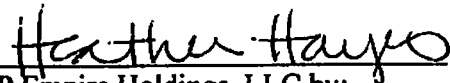
SELLER:

16th Empire, LLC


16th Empire, LLC by:
Jessie Martinez, Member and President

BUYER:

RP Empire Holdings, LLC


RP Empire Holdings, LLC by:
Heather Hayes, Member-Manager

**Exhibit A
Equipment**

Sound system- \$6,355.14

Tables and chairs-\$10,624.00

Kitchen Equipment (Range, coolers, walk in cooler, prep tables, dish washer)-\$11,518.00

Cups, Plates, silverware-\$1,200.00

Furniture (VIP Area)- \$1,300.00

Flooring (ceramic tile & Laminate Flooring)-\$3,082.94

Lighting (chandeliers & Hue smart Lights)-\$2,174.00

Fire Suppression System (includes post wall indicator and sprinkler pipes and heads)-\$23,200.00

Fire Suppression (water main)-\$9,985.10

Point of sale system (cash register, Kitchen printer, Bar Printer, 2 iPad, Mac mini and screen)-

\$1000.00

Commercial coffee machine-\$800.00

Beer coolers (beer cooler, Wine cooler, mini coolers)-\$3,700.00

Hoshizaki 400lbs Ice machine (4 months old)- \$3,271.86

Tv's (8 total TVs)-\$2,000.00

Hot water heater (40gal)-\$350.00

Electric Fire Place – \$450.00

Office equipment (Desk, Computer, Printer, File Cabinets)-\$1,295.00

Salamander Broiler Gas Model No. SRS-36 -\$1683.12

UPBLAST Exhaust Fan direct jet drive Model# HMEX28-D-\$1357.00

3 COMPARTMENT SINK -\$300.00

16th Empire Inventory List

Jack Daniels 1	Budweiser 25
Patron 1	Bud Light 21
Don Julio 1	Bud Lime Lime 15
Burnetts Vodka 1	Bud Light Orange 10
Smirnoff 1	Modelo 20
Crown Royal Apple 1	Modelo Negro 25
Crown Royal Vanilla 1	Corona 18
Crown Royal Regular 1	Corona Premier 18
Grand Mariner 1	Coors Light 18
Jim Beam 1	Miller Lite 13
Score Vodka 1	Coors 24
Disarono 1	
Bomb bay 1	
Khalua 1	
Baileys 1	
Rum Chata 1	
Ciroc Red Berry 1	
Chamborg 1	
Tanguray 1	
Bols vodka 1	
Makers mark 1	
Bullet Bourbon 1	
Total Price for all Inventory \$750.00	

Matulka, Jackie

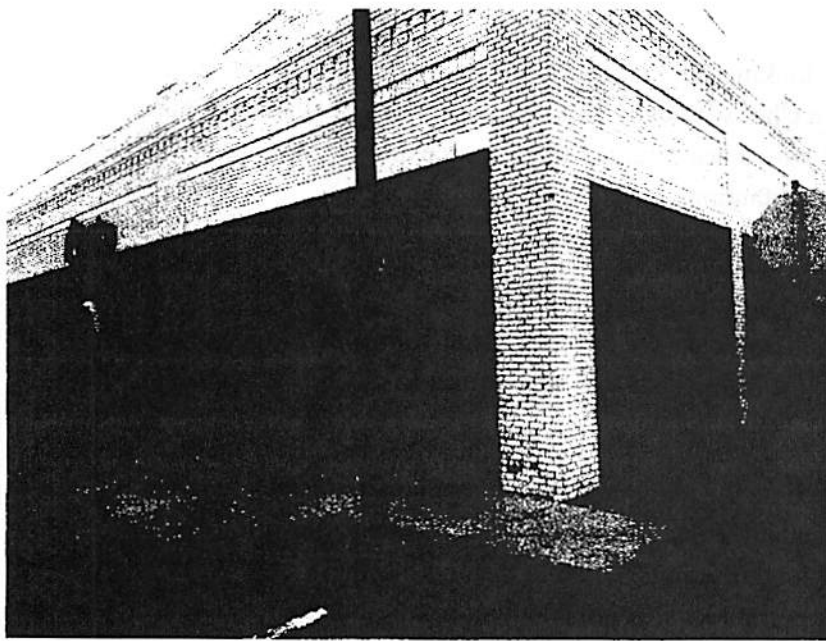
From: Matulka, Jackie
Sent: Wednesday, March 30, 2016 2:51
To: Matulka, Jackie
Subject: Sent from Snipping Tool

Hot List
057430
Teresa Gonzalez
1600000111
in e

no info found
under address
in CI

no info found
under name
in CI

Hot List



16th EMPIRE

Business Plan

December 2019

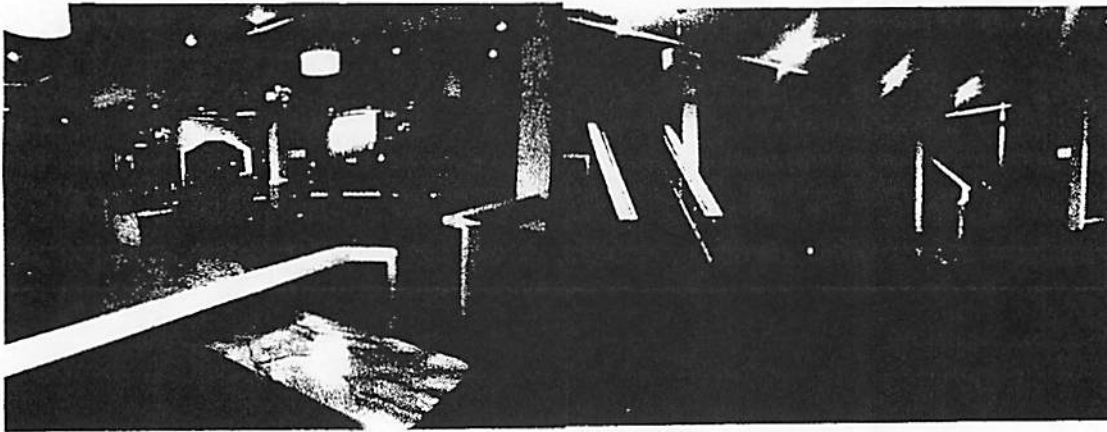
Heather Hayes

1605 Ave A

Scottsbluff, NE 69361

Phone:308-633-4155

The16thempire@gmail.com



General Company Description:

16th Empire will cater to local patrons looking for a clean, classy environment. The restaurant serves high quality food, prepared by a Chef with daily & nightly specials. Our vision of 16th Empire is to be a high end restaurant with a beautiful bar to get a nice drink with your meal. We are not a bar but rather a classy family restaurant.

16th Empire's primary goal is to capture 10% of the local \$2.6 million bar/food service market by the end of calendar year one. Generating a profit within the first year of operations paying 10% of the profit toward principal of the building loan. We have decided to add Keno to help generate revenue for our establishment but also for the reasons that Keno gives so much back to the community.

Mission Statement: 16th Empire is based on the guiding principle that you get what you put in and this will be reflected on the time and effort put into every aspect of the restaurant, from the appearance of location, uniqueness of food offerings, down to the professional staff. We are huge community supporters and always supporting local youth and plan to continue to do so.

16th Empire will provide a classy place for locals to come and gather for relaxation, striving to be the restaurant of choice for Scottsbluff locals by making sure that company standards are met or exceeded every time.

Business Philosophy: 16th Empire's foundation consists of two principles: have fun, and your end result coincides with work put in along the way. Have fun! 16th Empire's employees will love what they do because they will enjoy what they do. Management & all employees (with the exception of kitchen staff) will attend any and all courses pertaining to the serving of alcoholic beverages. Potential staff will be required to pass the standardized test before being hired. This will be done to insure that staff enjoys what they do and can make the visiting atmosphere a fun and friendly one for patrons.

Give 100% to get 100%! 16th Empire's staff will hold integrity highly and will be very hands on to ensure the accuracy of service. Staff will treat not only customers but each other will the

16th Empire's disadvantages when compared to major competitors include location of our business. We are a block off of the main street but in an area that isn't traveled by many. Another disadvantage is that we are new to the industry. The major advantages the company has over its competitors include: products, quality, service, advertising, and image. 16th Empire's advantages will ultimately eliminate its disadvantages.

Marketing Strategy: 16th Empire will revamp the fine dining that Scottsbluff currently offers. Introducing a concept of sophistication paired with its spacious location will appeal to customers various desires. Attracting the market searching for a night on the town served with class, offering tasty food/drink options, and providing a classy family atmosphere without the bar atmosphere feel. Another marketing strategy we will focus on is supporting the community. We firmly believe that if we support the community, the community will support us. 16th Empire will constantly strive to reach new heights challenging the idea of the traditional restaurant. The management team will push the envelope to create and maintain a positive, friendly, and appealing image in all aspects of its marketing channels and sales promotions. The following are examples of how our ideas and tactics will be used to drive more sales and separate 16th Empire making it the premier location for Scottsbluff.

ADVERTISING: 16th Empire will use traditional methods of an advertising such as frequent newspaper ads, radio ads, and fliers. Aggressively pursuing social media and the internet designing a website dedicated to the business. Our website is currently up www.16thempire.com Utilizing Facebook, Instagram, and twitter to allow the company to reach the masses informing them of up-coming events, drink/food specials, as well as venue rental information.

EVENTS: 16th Empire will utilize sporting events (football games, UFC, and world championship boxing) offering drink and food promotions. Televising the sporting events over 5 big screen televisions and a 70inch projector screen.

FOOD: The 7,200sq.foot location has a full size kitchen offering fresh food. 16th Empire will have daily lunch and dinner specials. Utilizing special events (Valentine's Day, St. Patrick's Day, Cinco De Mayo, Halloween, and New Year's Eve) promoting VIP dinner and bottle service to drive sales.

BUISNESS RELATIONSHIPS: 16th Empire management team will pride itself for its professionalism and the working relationships. They will offer special pricing to companies wanting to rent the venue for corporate events such as company parties.

VENUE RENTAL: Due to unique building structure and it's one of a kind concept it will allow for favorable benefits for the space rented out for corporate parties, weddings, graduations, VIP area included with bottle service perfect for birthday parties and bachelor/bachelorette events making another avenue for revenue.

upmost respect and professionalism. Making sure that patrons have a safe visiting experience which includes a safe arrival to their next destination.

Products and Services: 16th Empire will be open 6 days a week serving lunch and dinner offering a dining menu offering family style food to fine dining. We will also include a “fine feather” section for those seeking healthier food choices. Offering fresh non-processed foods will give a competitive advantage over competition allowing 16th Empire to attract a whole new market.

16th Empire will have a wide variety of top shelf liquors, as well as house liquors, various kinds of the coldest beer, and a vast wine selection for the more sophisticated drinker. Understanding that all things change they will strive to keep not only beer and wine offerings current but also specializing in various cocktails, always featuring a specific cocktail special, changing monthly.

Marketing Plan:

Economics: 16th Empire’s market will consist of Scotts Bluff, Box Butte, and Goshen counties which is approximately 11,000 potential customers. With projected sales of 2.5 billion for the restaurant industry in 2014 for the state of Nebraska and with over a million dollar increase over 2013 the demand is growing.

Hiring quality employees will be key to the success of the operation. 16th Empire will focus on ensuring that bartenders are properly trained by implementing a standardized test they must pass in order to bartend. This will prevent under or over pouring but will ultimately ensure the satisfaction of customers.

16th Empire will strive to offer both products and service that rank second to none. It will be set apart from competition because the service given is unbeatable. Having qualified staff in appropriate positions for their skill set, enjoying what they do will reflect to customers; allowing for not only a satisfied customer, but a returning one. Customers are responsible for the success of the business so they will be provided an environment where they can relax and be treated like royalty. Customers will experience top notch service from the minute they enter with a welcoming greeting, to being served promptly and correctly, having consistent follow-up, and ending with an appreciative goodbye.

Competition: 16th Empire will have eleven locations within proximity that will be competition by offering a similar product or service. The two major competitors are Steel Grill and Backaracks given that they also serve food. These locations will compete across the board, however, products will differ because they will be served using proper measurements, temperatures, and presentation by our Chef who are qualified at their skill. We are one the only restaurant in Scottsbluff that we know of that has a Chef.

Operational Plan:

Production: 16th Empire will produce products as they are ordered which will keep unnecessary production costs to a minimum. The pairing of weighted pourers and effective training will ensure that measurements of drinks are accurate resulting in both quality and inventory control. Installation of TouchBistro POS system that will include inventory management software will play a huge factor in inventory control to ensure that necessary orders are made in a timely manner.

Personnel: 16th Empire projects to employee 15-20 employees. Job openings will be posted in the local classified section as well as online. 16th Empire will employ wait staff, bartenders, hostess, and cooks.. The pay scale is listed below:

Wait Staff	\$2.13 per hour plus tips
Hostess/Bussers/Bar Backs	\$9.00 per hour
Bartenders	\$5.00 per hour plus tips
Cooks	\$9.00 per hour
Bar Manager	\$12,000 per year

Daily Operations: 16th Empire will be open six days a week Monday-Saturday. Hours of operation will be 11:00am-9:00pm (Mon-Thursday), 11:00am-1:00am (Friday & Saturday). creating multiple shifts. Schedules will be written by general manager and posted weekly allowing managers to adjust labor according to sales volume to maintain labor costs.

Suppliers: 16th Empire will be supplied by local distributors including: High Plains Budweiser, Dietrich's Miller Lite, Arrowhead Distributing, Sysco, Republican National Distributing Company. All distributors are paid upon delivery.

Management and Organization:

Owners/Operators: Heather C Hayes is the Business Development Manager for Team Auto Center in Scottsbluff. She has been involved in promoting several events in the Scottsbluff area including being involved with United Way of Western Nebraska for several years. Active in youth sports programs in the valley.

Professional and Advisory Support:

Attorney	Travis Rodak
Accountant	Pat Correll
Insurance Agent	Kare Heilbrun
Banker	Kristy Petersen
Mentors	Chef Sam Rodriguez

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 I Liquor License number I-123534, RP Empire Holdings LLC dba "16th Empire" 1605 Ave A 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 a background check on Heather Hayes as a means to determine her fitness to have and manage a liquor license. On both the Liquor License application and the Managers application Heather reported not having any convictions of federal, state, local law, or traffic violations. After conducting the background investigation no violations were found.

On Thursday February 13, 2020 at 400 P.M. the City of Scottsbluff Liquor License Holders Investigatory Board (LLHIB) convened to meet with Heather Hayes to discuss her liquor license applications.

After conducting the background investigation and after Heather Hayes appeared 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.

Heather Hayes has limited experience in any business that sells alcohol. Heather admitted to only having experience since October of 2019, when she became involved with the 16th Empire business. Heather stated that she has not attended the Alcohol Beverage Server training yet but is planning on attending the next available training. Heather further explained, that all 16th Empire employees that serve or handle alcohol will be required to attend the Nebraska State Patrol Alcohol training. Heather admitted that the only one who is currently training is the 16th Empire bartender.

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:**

Heather reported that all drinks containing alcohol are served in glass drinking glasses, while all non-alcohol drinks are served in plastic. Heather explained that all the overstock alcohol is locked in a cupboard in the office. The business has motion activated video recording equipment that always records the interior of the business. The employees are expected to check the identification of any person that appears to be 35 years old and younger. The employees have a digital calendar to aid them on determining the legal age to consume alcohol. When asked, Heather stated that any 16th Empire employee that would sell alcohol to a minor would be immediately terminated.

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 11:00 am to 1:00 am, food will be served during the hours of operation.

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:**

16th Empire is an existing business that is located at 1605 Avenue A Scottsbluff, NE. It is a restaurant 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.

- (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 during 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: RP Empire Holdings, LLC dba 16th Empire.

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 7, 2020
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Nathan Johnson
Re: Class "I" Liquor License Application
16th Empire
1605 Ave A
Scottsbluff, NE 69361

Action:

The owner of 16th Empire has applied for a new liquor license in the name of Heather Hayes.

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 1605 Ave A is situated in a C-1 (Central Business District) zoning district where a restaurant/bar/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking is not required for a Restaurant/bar/tavern in a C-1 (Central Business District) zone.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. All properties surrounding 1605 Ave. A are zoned C-1.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.