

City of Scottsbluff, Nebraska

Monday, March 15, 2021

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to discuss and consider action on a Class IB Liquor License for Marez, LLC d/b/a Oasis, 1722 Broadway, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: March 15, 2021

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class IB Liquor License for Marez, LLC d/b/a Oasis.

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 Marez, LLC d/b/a Oasis

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

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Anthony M. Marez

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



Jan 5, 2021

Hot List: YES <input checked="" type="radio"/> NO	New/Replacing #	
Class Type 1B	License Number 124023	Initial KF

Applicant name Marez, LLC

Trade name Oasis

Previous trade name N/a

Contact email address oasis69361@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.

Chumby

10-31-2025

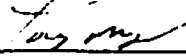
Ext license withdrawal

Office use only PAYMENT TYPE <u>CK 1289</u> AMOUNT <u>\$400.</u> Received.	 2100000155
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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. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A 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. N/A 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.

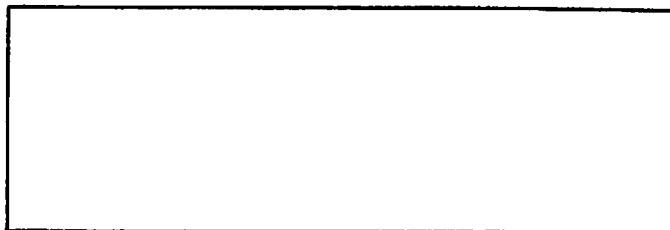
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


 Signature

1-4-21
 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
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



**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 Brendan J. Rice Phone number: 308.635.5000

Firm Name Holyoke, Snyder, Longoria, Reichert & Rice, PC, LLO

PREMISES INFORMATIONTrade Name (doing business as) OasisStreet Address #1 1722 Broadway

Street Address #2 _____

City ScottsbluffCounty Scotts Bluff21Zip Code 69361 -2457Premises Telephone number 308.641.0321Business e-mail address oasis69361@gmail.com

Is this location inside the city/village corporate limits:

YES XXXXX

NO _____

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

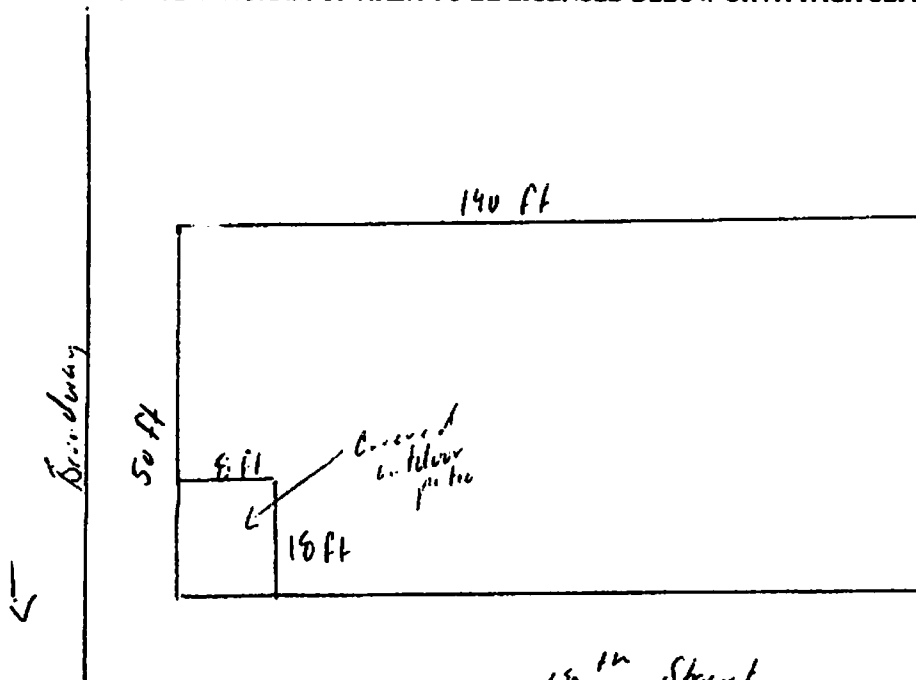
Name Maroz, LLCStreet Address #1 1722 Broadway

Street Address #2 _____

City ScottsbluffState NEZip 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 50 x width 140 in feetIs there a basement? Yes XXXX No _____If yes, length 50 x width 140 in feetIs there an outdoor area? Yes XXXX No _____If yes, length 18 x width 8 in feet**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

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PAGE 4

APPLICANT INFORMATION

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

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

☒ YES ☐ 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
Anthony Marez	11/28/2012	Gering, NE	Dog at Large	Paid \$116.00 in court costs & fines
Anthony Marez	12/21/2009	Gering, NE	Disturbing Peace	Paid \$296.00 in court costs and fines

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

☐ YES ☒ NO

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

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

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

☒ YES ☐ NO

If yes, give name and license number Shots Bar & Grill #115404 (prior to Shot's relocation, within last 2 years)

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

☐ YES ☒ NO

If yes:

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

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

☒ YES ☐ NO

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

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

☐ YES ☒ NO

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

No silent partners

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

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

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

☐ YES ☒ NO

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

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

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

Platte Valley Bank, Anthony Marez

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

N/A

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

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

NLCC certified training program completed:

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

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Anthony Marez	2015-2020	Shots Bar & Grill, 1722 Broadway, Scottsbluff, NE 69361

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.**

xxxx Lease: expiration date October 31, 2025

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? Upon approval of license

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

16. What are the anticipated hours of operation? Tuesday - Sunday 4:00PM - 1:00 AM

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	
Anthony Marez, Gering, NE	1972	2020	N/A		

If necessary attach a separate sheet.

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

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

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

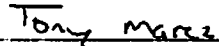
Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant



Signature of Spouse



Print Name



Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of SCOTT BLUFF

The foregoing instrument was acknowledged before me this

JANUARY 4 2021
date

by ANTHONY MAREZ
name of person(s) acknowledged (individual(s) signing)



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.ne.gov/liquor

Office Use

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: Tony Marez

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

LLC Address: 1722 Broadway

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308-641-0321 LLC Fax Number: N/A

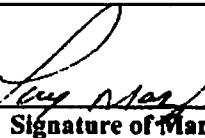
Name of Managing/Contact Member

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

Last Name: Marez First Name: Anthony MI: _____

Home Address: 1385 Quail Ridge Road Rd City: Gering

State: NE Zip Code: 69341 2540 Home Phone Number: 308-641-0321



Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Scotts Bluff

JANUARY 4, 2024
Date

The foregoing instrument was acknowledged before me this

by ANTHONY MAREZ
name of person acknowledge

Affix Seal



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

Last Name: Marez First Name: Anthony MI: M
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: N/A Date of Birth: N/A
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 1 Ending Date: December 31

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
Page 4 of 4

Nebraska Secretary of State

MAREZ LLC

Mon Dec 28 09:10:25 2020

SOS Account Number

2006107100

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

TONY MAREZ

1385 QUAIL RIDGE RD

GERING, NE 69341

Designated Office Address

1385 QUAIL RIDGE RD

GERING, NE 69341

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jun 19 2020

Filed Documents

Filed documents for MAREZ 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	Jun 19 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jul 15 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Amendment	Dec 23 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation**\$6.50**

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

[Purchase Now](#)
<https://www.nebraska.gov/sos/ccorp/corpssearch.cgi?acct-number=2006107100>

1/2

Nebraska Secretary of State

MAREZ LLC

Thu Dec 31 09:12:00 2020

SOS Account Number

2006107100

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

TONY MAREZ

1385 QUAIL RIDGE RD

GERING, NE 69341

Designated Office Address

1385 QUAIL RIDGE RD

GERING, NE 69341

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jun 19 2020

Next Report Due Date

Jan 01 2021

Filed Documents

Filed documents for MAREZ 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).

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Proof of Publication	Jul 15 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
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Good Standing Documents

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Online Certificate of Good Standing with Electronic Validation
\$6.50

<https://www.nebraska.gov/sos/ccorp/corpsearch.cgi?acct-number=2006107100>

1/2

**AMENDED CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

Submit in Duplicate

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
www.sos.ne.gov

Name of Limited Liability Company Marez Pleick, LLC

Date Certificate of Organization was filed June 19, 2020

Please mark the changes this amendment makes to the certificate as most recently amended or restated and provide the appropriate changes.

☒ Name of Limited Liability Company Marez LLC

☐ Professional Service being rendered by the Limited Liability Company

☒ Street and mailing address of the Designated Office
1385 Quail Ridge Rd. Gering, Ne. 69341

☒ Name of Registered Agent Tony Marez

☒ Street, mailing address and post office box (if any) of Registered Agent
1385 Quail Ridge Rd. Gering, Ne. 69341

☐ Any other changes to the certificate of organization

(attach additional pages if needed)

Effective date if other than the date filed _____

Tony Marez Tony Marez 12-16-20
Signature of Authorized Representative Printed Name of Authorized Representative Date

FILING FEE: \$15.00 plus \$5.00 per additional page
Revised 01/10/2019

Neb. Rev. Stat. §21-118

**APPLICATION FOR AMENDING
APPLICATION**

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/

NEBRASKA LIQUOR CONTROL COMMISSION

RECEIVED

DEC 18 2020

Marez-Pleick, LLC d/b/a Oasis

124023

Licensee Name

Liquor License Number

1722 Broadway

Scottsbluff

69361

Premises Address

City

Zip Code

Anthony Marez

308-641-0321

Contact Name

Contact Telephone Number

TYPE OF AMENDMENT

- ☐ Change in area to be licensed, attach copy of new sketch with amended area, and be clear as to what is being changed
- ☐ Change to question # _____ of application
- ☐ Change in stockholders, attach affidavit for change of corporate officers and/or stockholder
- ☒ Change in membership, attach affidavit for change of limited liability company (LLC) member
- ☒ Other, please attached explanation of request

Only one amended is allowed per application. Any major change to an application must be made by withdrawing (in writing) the current application and filing a new application.

Signature

Date

FORM 151
REV FEB 2017

**AMENDED CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

Submit in Duplicate

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
www.sos.ne.gov

Name of Limited Liability Company Marez Pleick, LLC

Date Certificate of Organization was filed June 19, 2020

Please mark the changes this amendment makes to the certificate as most recently amended or restated and provide the appropriate changes.

☒ Name of Limited Liability Company Marez LLC

☐ Professional Service being rendered by the Limited Liability Company

☒ Street and mailing address of the Designated Office
1385 Quail Ridge Rd. Gering, Ne. 69341

☒ Name of Registered Agent Tony Marez

☒ Street, mailing address and post office box (if any) of Registered Agent
1385 Quail Ridge Rd. Gering, Ne. 69341

☒ Any other changes to the certificate of organization
Remove Dylan Pleick as partner/organizer
(attach additional pages if needed)

Effective date if other than the date filed _____

Tony Marez
Signature of Authorized Representative

Tony Marez 12-16-20
Printed Name of Authorized Representative Date

FILING FEE: \$15.00 plus \$5.00 per additional page
Revised 01/10/2019

Neb. Rev. Stat. §21-118

**CERTIFICATE OF ORGANIZATION
OF
MAREZ PLEICK, LLC**

NAME: The name of the limited liability company is **Marez Pleick, LLC.**

DURATION: The period of duration of the limited liability company shall be perpetual.

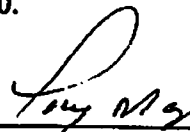
PURPOSES: The purposes for which the limited liability company is organized are to acquire, use, buy, lease, sell and exchange in any lawful manner real and/or personal property or any interest therein; and the transaction of any and all lawful business for which limited liability companies may be formed under the Nebraska Uniform Limited Liability Company Act.

INITIAL DESIGNATED OFFICE: The address of the limited liability company's initial designated office in the state of Nebraska is: 1722 Broadway, Scottsbluff, Nebraska 69361.

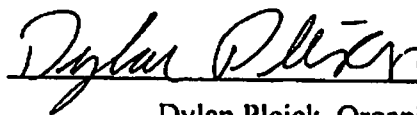
AGENT FOR SERVICE OF PROCESS: The name and address of the initial agent for service of process in this state are: Brendan J. Rice, 1714 Second Avenue, P.O. Box 2424, Scottsbluff, Nebraska 69363-2424.

INTERNAL AFFAIRS: The regulation of the internal affairs of the limited liability company is as set forth in the Operating Agreement.

DATED: June 18, 2020.



Tony Marez, Organizer



Dylan Pleick, Organizer

AFFIDAVIT OF ANTHONY MAREZ

RECEIVED

DEC 18 2020

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Affiant, being first duly sworn upon oath, deposes and states as follows:

- 1. Affiant is one of the members who form Marez-Pleick LLC, a Nebraska limited liability company.**
- 2. At the time of forming the entity, Affiant and Dylan Pleick intended to conduct business together and operate the entity as a multimember limited liability company in accordance with the laws of the State of Nebraska.**
- 3. After filing an application for issuance of a liquor license, Affiant learned that Dylan Pleick desired to leave the entity, prior to the opening of the business.**
- 4. To date, the entity has not opened and has not received approval of its request for a liquor license.**
- 5. Affiant desires to continue the business and seek approval of the liquor license.**
- 6. Affiant will be the owner of 100% of the membership interest in the entity and will serve as the manager of the entity and the contact person.**
- 7. Affiant will be solely liable for the debts, obligations, and actions of the entity in its course of business.**
- 8. Affiant desires the approval of the Liquor Control Commission to amend Affiant's application and remove Dylan Pleick and Dylan's spouse, as a member and spouse of member from the application, along with removing Dylan from all responses on the application.**
- 9. The name of the entity will change to "Marez, LLC" upon the acceptance by the Nebraska Secretary of State of an Amended Certificate of Organization.**

AFFIANT FURTHER SAYETH NOT.

Dated: _____, 2020.

Anthony Marez

ANTHONY MAREZ, AFFIANT

SUBSCRIBED AND SWORN TO before me the 17th day of December,
2020, by Anthony Marez, the Affiant.

Brendan J. Rice

NOTARY PUBLIC

My commission expires:



**AMENDED AND RESTATED
OPERATING AGREEMENT
OF**

**MAREZ, LLC
(formerly Marez-Pleick, LLC)**

RECEIVED

DEC 18 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned, hereinafter referred to as the “members,” hereby agree to conduct a limited liability company, hereinafter referred to as “Company,” at its principal office in Nebraska, pursuant to the provisions hereof and according to the Company’s Certificate of Organization and the Nebraska Uniform Limited Liability Company Act (the “Act”).

1. **Formation of Company.** The Company was formed as a Nebraska limited liability company by the filing of Certificate of Organization with the Nebraska Secretary of State on June 19, 2020. Its purposes and initial designated office are as set forth in the Certificate of Organization, the provisions of which are incorporated herein by this reference.

2. **Initial Members.**

a. **Names and Addresses.** The names and addresses of the initial members of Company are:

Tony Marez
1385 Quail Ridge Road
Gering, NE 69341

b. **Capital Contributions.** The percentages of initial contributions to capital made by each member are:

Tony Marez	100%
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c. **Membership Interests.** Each member’s membership interest in the Company shall equal his or her percentage of the total capital interest in the Company. Therefore, an individual capital account shall be maintained for each member. Initially, each member’s capital account shall reflect his or her initial capital contribution. Each member’s capital account shall thereafter be kept current, as more fully set forth in paragraph 8 below, so as to reflect each member’s respective capital interest in the Company and, therefore, each member’s membership in the company.

3. **Meetings of the Members.**

a. **Annual Meeting, Special Meeting, Notice.** The members shall meet annually in the month of April commencing in 2021. Special meetings of the members may be called by any member, notice of a special meeting to be given to all members in writing mailed by United States first class mail, postage prepaid, and postmarked not later than ten (10) days prior to the date of such meeting. Notice of any meeting shall be deemed waived by attendance at the meeting.

b. **Voting, Quorum.** Each member shall be entitled to vote proportionately to his or her membership interest in the company. Members may vote by written proxy. Except as otherwise provided herein or as otherwise required by the Nebraska Limited Liability Company Act, the act of the members shall be by a simple majority of the votes present; provided, however, that the presence of members, either in person or by proxy, whose membership interests in the company together represent a simple majority of the ownership of the Company shall constitute a quorum. Members may also conduct business by unanimous written consent of all members of the Company in lieu of a meeting thereof.

4. Management of Company.

a. In accordance with the Act, the Company shall be a member-managed limited liability company. Management of the Company shall be vested in its members in proportion to each member's membership interest in the Company.

b. The members may cause a Statement of Authority under the Act stating the authority of a specific person holder of a specified position to act for or bind the Company.

c. No member may contract any debt on behalf of the Company or incur any liability for the Company unless authorized to do so by the members in accordance with the Act. No member may take any action on behalf of the Company outside of the ordinary course of the Company's without the consent of all members.

d. The Company may indemnify a member in accordance with the act.

5. Officers of the Company. The members may elect one or more officers of the Company who may be a President, one or more Vice Presidents, and a Secretary/Treasurer for such terms as the members designate. The initial officers are:

ANTHONY MAREZ

President, Secretary, and Treasurer

The duties and responsibilities of the officers are as follows:

President – The President shall be the principal officer of the Company and shall carry out the direct operations of the Company under the direction of the members. The President shall preside at all meetings of the members. The President shall sign any deeds for the conveyance of real estate or any interest in real estate. The President shall have such other duties and responsibilities as may be prescribed by the members from time to time. The President shall sign all documents for the Company including, but not limited to, deeds, promissory notes, deeds of trust and security agreements.

Vice-President – The Vice-President shall have the same duties and authority as the President.

Secretary/Treasurer – The Secretary/Treasurer of the Company shall:

- (1) Keep the minutes of the meetings of the members;
- (2) See that all notices are given in accordance with the provisions of this agreement;
- (3) Be the custodian of the Company records;
- (4) Keep a record of the names and addresses of the members;
- (5) Have charge and custody of; and be responsible for, all funds, securities, and property of the Company;
- (6) Provide a system for the receipt of monies and the giving of a receipt therefor due and payable to the Company from any source whatsoever and deposit all such monies in such banks or other depositories as shall be selected by the members;
- (7) Open and maintain bank accounts as in his or her discretion needed by the Company;
- (8) Issue periodic financial reports to the members; and
- (9) In general, perform all the duties of the Secretary/Treasurer and such other duties as may from time to time be assigned by the members.

6. Limited Liability of Members; Liability of Members to Company.

a. Except as provided in Sec. 21-129(c) of the Act, the members of the Company are not liable under any judgment, decree or court order or in any other manner for any debt, obligation or liability of the Company.

b. However, a member is liable to the Company:

(1) For any difference between the contributions to capital of the member as actually made and that stated in this Operating Agreement as having been made; and

(2) For any unpaid contribution to capital which a member agreed in this Operating Agreement to make in the future at the time and on the conditions stated in the Operating Agreement.

c. A member holds as trustee for the Company:

(1) Specific property stated in this Operating Agreement as contributed by such member, but which was not contributed or which has been wrongfully or erroneously returned; and

(2) Money or other property wrongfully paid or conveyed to such member on account of the contribution of the member.

d. The liabilities of a member set forth above in paragraph b can be waived or compromised only by the consent of all members; but such waiver or compromise shall not affect the right of a creditor of the Company who extended credit or whose claim arose after the filing and before the cancellation or amendment of the Certificate of Organization to enforce the liabilities of such member to the Company.

e. When a member has rightfully received the return in whole or in part of a capital contribution, the member is nevertheless liable to the Company for any sum, not in excess of the returned capital with interest, necessary to discharge its liability to all creditors of the Company who extended credit or whose claims arose before such return of capital.

7. General Standards of Member's Conduct.

a. Each member of the Company owes fiduciary duties to the Company and the other members. Those fiduciary duties, however, are limited to the duty of loyalty and the duty of care as more fully described in subparagraphs b and c below.

b. A member's duty of loyalty to the Company and the other members is limited to the following:

(1) To account to the Company and to hold as trustee for it any property, profit, or benefit derived by the member in the conduct of or winding up of the Company's property, including any appropriation of the Company's business opportunities;

(2) To refrain from dealing with the Company in the conduct of or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company; and

(3) To refrain from competing with the Company in the conduct of the Company's business before the dissolution of the Company.

c. Subject to the business judgment rule, the duty of care of a member to the Company and the other members in the conduct of and winding up of the Company's activities is to act with the care that person in a like position would reasonably exercise under similar circumstances and in a manner the member reasonably believes to be in the best interests of the Company.

d. A member shall discharge the duties and/or exercise any rights with respect to the Company and its other members under this Operating Agreement or under the Act consistently with the contractual obligation of good faith and fair dealing.

e. All information available to members and dissociated members in accordance with the Act shall be confidential and may not be disclosed to any other persons except on a reasonable basis of need for tax and other legitimate business reasons that are not adverse to the best interests of the Company.

8. Contributions to Capital and Distributions.

a. The individual capital account to be maintained for each member as required by paragraph 2.c. herein shall consist of the initial capital contribution of each member, which account shall be increased by the member's additional contributions to capital as required by paragraph 8.b. below, if any.

b. It is contemplated that additional contributions to capital may be required from time to time. Additional contributions will be required only upon the vote of the members, and any call for additional capital contributions shall specify, in writing, the total amount determined by the members to be required for the operations of the Company. Absent a specific agreement to the contrary, such specified amount shall be allocated among all the members, and each member shall contribute in proportion to his or her current membership interest in the company. Contributions shall be made within thirty (30) days of the call. Any member failing to pay his or her portion of the amount called within sixty (60) days of the call shall have his or her membership interest in the Company diluted proportionately.

c. No member or dissociated member has any right to a distribution before dissolution of the Company unless the Company decided by action taken in accordance with paragraph 3.b. of this Operating Agreement to make a distribution. All distributions shall be subject to the limitations in the Act. The right to receive a distribution is a Transferable interest as defined in the Act.

d. The Company shall maintain such accounts with respect to its members as required in accordance with generally accepted accounting principles.

9. Compensation to Members. Initially, no member shall receive a salary or other compensation from the Company; provided, however, that the members may elect, upon their unanimous consent, to provide a salary or other compensation to any member in such amount and payable in such fashion as the members may determine.

10. Addition of New Members.

a. Members of the Company may admit new members upon the unanimous vote of the members, new members to make such contributions to the capital of the Company as the members shall determine.

b. In accordance with the applicable provisions of the Act, the personal representative of a deceased member shall be entitled to act in the place and stead of a deceased member and exercise all rights of such deceased members as set forth herein.

c. Dissolution of a corporate member shall be deemed to be a withdrawal of such member from the Company.

11. Restrictions on Transfer. Except as otherwise provided herein, no member shall, without the prior written consent of the other members, sell, transfer, assign, hypothecate or encumber, give or in any way alienate his, her, or its interest in the Company or enter into any agreement as a result of which any other person or entity would acquire any interest in the Company. "Interest" shall mean a membership interest in the Company and a transferable interest as defined in the Act. Notwithstanding the foregoing, a member may transfer the member's interest in the Company to a revocable living trust in which the member is the settlor and the trustee. In the event of a transfer to such a trust, the provisions of paragraph 12 shall be applicable upon the death of the settlor.

12. Dissociation of a Member.

a. Dissociation of a member, whether rightfully or wrongly as explained in the Act, includes but is not limited to a member's death, withdrawal, expulsion, dissolution or bankruptcy and is more specifically defined in Sec. 21-145 of the Act.

b. A member may withdraw from the Company by providing written notice to the Company by certified mail at least ninety (90) days before the date on which such withdrawal is to be effective. The withdrawing member shall have a right to payment for his or her membership interest. The withdrawal of any member shall be deemed to constitute an event described in paragraph 12.d, thus giving rise to the choice by other member(s) to acquire such interest under the same terms and provisions of paragraphs 13 and 14 below or to dissolve the Company as provided for in such Section.

c. Anything herein to the contrary notwithstanding, the Company may, upon a vote of two-thirds of the membership interests of the other members, expel a member at any time and for any reason. Upon such removal the expelled member shall forfeit all voting and management rights under this Operating Agreement and the Act. The expulsion of any member shall be deemed to constitute an event described in paragraph 12.d, thus giving rise to the choice by the other member(s) to acquire such interest under the same terms and provisions of paragraphs 13 and 14 below or to dissolve the Company as provided for in such paragraph.

d. The dissociation of a member shall not dissolve or terminate the Company. In the event of the dissociation of one or more members, the remaining members or members shall have the choice of purchasing the dissociated member's interest in the Company (including membership interest and transferable interest) and thereby continue the business of the Company as provided in the Act, or of liquidating and dissolving the Company. Notice of the choice made shall be given to the dissociated member's personal representative or any guardian or conservator, or to the dissociated member, as appropriate, within sixty (60) days after the event causing dissociation. Purchase of a dissociated member's interest in the Company shall occur in accordance with the paragraphs 13 and 14 hereinbelow.

13. Purchase Price. The purchase price at which membership interest (including the members transferable interest) in the Company shall be purchased and sold pursuant to this agreement shall be determined in accordance with the following:

a. At least annually, the members shall by majority vote determine a total net value to be placed upon all of the outstanding membership interests in the Company (base value) which total net value shall be based on the fair market value of the assets of the Company.

b. To such base value as above determined shall be added the net earnings of the Company and capital additions, if any, subsequent to the date of establishment of the last base value and up to the last day of the month preceding the event giving rise to the Company's option to purchase the membership interest under paragraph 12 above. There shall be subtracted from such base value the net losses of Company, and any distributions or capital reductions, if any, during such period. The foregoing additions and reductions shall be made in accordance with generally accepted accounting principles consistently applied.

c. The value determined in accordance with subparagraphs a and b above shall be multiplied by the percentage membership interest in the Company being purchased, the product to be the purchase price.

d. In the event that a period of more than one (1) year has elapsed from the date of the last previous determination of base value and the date of the event giving rise to the Company's option to purchase the membership interest under paragraph 12.d. above, the base value shall be the last previous base value determined or the net book value of the Company determined in accordance with generally accepted accounting principles, whichever is higher.

14. Terms of Purchase. The purchase price shall be paid as the buyer and seller may agree but, in the event no agreement can be reached, then a down payment in the amount of twenty percent (20%) of the purchase price with the remaining balance to be paid in four (4) equal annual installments of principle together with interest on the unpaid balance at a rate per annum equal to the annual mid-term applicable federal rate in accordance with Section 1274(d) of the Internal Revenue Code of 1986 (or any parallel provision of any future code) as of the date of closing. The first of such installments shall be due one (1) year after the date of closing with subsequent installments to be due on the same day of each of the subsequent three (3) years. The unpaid balance shall be evidenced by a promissory note secured by the interest in the Company being sold, such note to contain an acceleration clause in the event of a default in any annual installment but subject to the provisions of Sec. 21-134(e) of the Act. From and after the date of the down payment, the buyer shall have full right and title to the Company interest involved subject only to such pledge.

15. Charging Order. In the event a charging order (as provided for in the Act) is entered against any member in his or her individual or separate capacity, the other members shall have the same choice under paragraph 12 above as to such member's interest in the Company and the same terms and provisions as set forth in paragraphs 13 and 14 above shall be applicable if the choice to purchase is made.

16. Pledge of a Company Interest. Except as provided in paragraph 14 above, no member may pledge any interest (membership interest or transferable interest) in the Company as security for a debt or other obligation except for a debt or obligation for which all members pledge their membership interests.

17. Dissolution. The Company shall be dissolved only in accordance with the provisions of the Act. In the event of dissolution, the Company shall wind up its activities (including the determination of whether any of the provisions of Sec. 21-148(b)(2) of the Act are appropriate) and the assets of the Company shall be distributed in accordance with the Act except that distributions subject to Sec. 21-154(b)(2) of the Act shall be in shares equal to the member's percentage membership interest and any distribution under Sec. 21-154(d) of the Act may be paid in assets other than money with the agreement of the distribute member(s). If there are any known claims against the Company, the Company shall consider compliance with Sec. 21-149(b) of the Act.

18. Fiscal Year. The fiscal year of the Company shall be the calendar year.

19. Accounting. The members shall cause the Company to maintain full and accurate books of account in which shall be entered all the transactions of the Company, such books to be kept at the principal office of the Company. In addition to the periodic reports referenced above, the Company shall deliver to each member within ninety (90) days after the close of each fiscal year a statement of receipts and expenses together with a statement reflecting the net profit or loss of the Company during such year and each member's allocated share thereof.

20. Successors and Assigns. This agreement and all of the terms and provisions thereof shall be binding upon the members and any new members of the Company and their respective legal representatives, heirs, permitted successors and permitted assigns.

21. Notices. All notices or other communications under this agreement shall be in writing and shall be considered properly given if mailed by certified United States mail, postage prepaid, addressed to the members at their last-known addresses. When notice is required to be

given to a member of the Company, a written waiver thereof signed by the member shall be deemed to be the equivalent of the timely giving of such notice.

22. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of Nebraska including but not limited to the Act.

23. Severability. In the event that any provision of this agreement is determined by any court or other body to be invalid or unenforceable, all other terms and provisions hereof shall remain in full force and effect and shall be binding upon the members.

24. Amendments. This agreement may be amended at any time by a document executed by all members of the Company.

IN WITNESS WHEREOF, this Operating Agreement is executed this 17th day of November, 2020.



ANTHONY MAREZ, SOLE MEMBER

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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

MANAGER MUST:

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

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

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

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

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

Form 103
Rev July 2018
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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: Marez, LLC

Premise information

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

Premise Trade Name/DBA: Oasis

Premise Street Address: 1722 Broadway

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: 3086410321

Premise Email address: oasis69361@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](#).


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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Marez First Name: Anthony MI: M
Home Address: 1385 Quail Ridge Road
City: Gering County: Scotts Bluff Zip Code: 69361 +2540
Home Phone Number: 3086410321
Driver's License Number & State: [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff NE
Email address: 0451564361@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
<i>Anthony Marez</i> Gering, NE	1977	2020	N/A		

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	2020	Complamatic Systems	Nate Nollan	306 765 1629
2015	2020	Sibbs Bar & Grill	CHAD ZEELING	306 225 3433

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
Anthony Marz	11/28/2012	GERRARD NE	Reck at Large	\$116.00 fine/assess
Anthony Marz	12/21/2009	GERRARD NE	Disturbing Peace	\$296.00 court cost/fine

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

PROPOSAL AND MARKETING PLAN

OASIS NIGHT CLUB

CREATING JOBS AND HIGHLIGHTING OUR DOWNTOWN AREA IN HOPES OF
GETTING OTHER BUSINESSES TO UPGRADE AND TO MAKE DOWNTOWN AN
ATTRACTION RATHER THAN A DULL VIEW

THE NAME OF OUR BUSINESS IS THE OASIS NIGHT CLUB WHICH WILL BE NOT
ONLY AN ATTRACTION BUT A PLACE TO BE ENTERTAINED OR TO HAVE A SOCIAL
SETTING WITH FOOD AND DRINKS WITH FRIENDS AS PART OF YOUR NIGHT LIFE
CHOICE.

THERE IS NO HISTORY FOR THIS BUSINESS AS THIS IS OUR FIRST TIME CREATING
A NIGHT LIFE CHOICE THAT WILL BE A PARTNERSHIP WITH THE SAME GOALS IN
MIND. THIS WILL BE A 50/50 RUN BUSINESS SO IT WILL REQUIRE US BOTH TO
CREATE AN IMAGE OF TEAM WORK WHICH INCLUDES OUR EMPLOYEES AS WELL
AS INTERACTION WITH OUR CLIENTLE TO MAKE THEM FEEL WELCOME.

OUR MISSION IS TO CREATE JOBS FOR THIS SMALL AREA BUT TO PROVIDE A
PLACE THAT WELCOMES PEOPLE OF ALL AGES OR DIFFERENT GENRES OF MUSIC
SO THIS MEANS PAYING CLOSE ATTENTION TO ALL DIFFERENT TYPES OF
ENTERTAINMENT THAT WILL ATTRACT MANY PEOPLE ON ANY GIVEN NIGHT.
WITH THIS BEING SAID, IT WILL HELP US TO THINK OF LONG TERM GOALS AND
BE ABLE TO KEEP UP WITH THE TIMES IN ORDER TO MAKE THIS BUSINESS NOT
ONLY A SUCCESSFUL ONE BUT A LONG TERM ONE AS WELL.

OUR PRODUCTS WILL REQUIRE LOTS OF ATTENTION TO SEE WHAT IS THE
BIGGEST SELLER AND WHAT WILL DRAW ATTENTION TO OUR BUSINESS. THIS

WILL INCLUDE DIFFERENT TYPES OF DRINK SPECIALS AS WELL AS DIFFERENT TYPES OF BAR FOOD THAT WILL SATISFY OUR CUSTOMERS IF THEY ARE JUST LOOKING FOR A QUICK BITE TO EAT OR WANT TO HAVE FOOD AND DRINKS WITH FRIENDS.

CUSTOMER DESCRIPTION

RESEARCHING THE TYPES OF PEOPLE THAT ENTER THE BARS IN OUR AREA SEEMS TO BE A HIGH PERCENTAGE OF YOUNGER ADULTS, SO OUR BUSINESS WILL NEED TO COME UP WITH WAYS TO ATTRACT OUR POTENTIAL CUSTOMERS WHICH INCLUDE THE OLDER ADULTS.

FOR OUR INDIVIDUAL CUSTOMERS/CLIENTS THE DEMOGRAPHIC CHARACTERISTICS APPEAR TO BE LOWER TO MIDDLE INCOME CUSTOMERS AND MAINLY HALF MALE AND THE OTHER HALF FEMALES IN THEIR MID 20S TO LATE 30S. MANY OF WHICH DON'T COME OUT UNTIL AFTER 11PM WHICH CAN HAVE AN IMPACT ON THE TYPE OF INCOME WE HAVE SET AS A GOAL FOR THE YEAR. THIS MEANS ENTERTAINMENT OR OTHER ITEMS ON OUR AGENDA MUST TRY TO INCLUDE OUR OLDER ADULTS WHO TEND TO HAVE MORE OF AN INCOME THAN THE YOUNGER GENERATIONS AND CAN HELP US REACH OUR FINANCIAL YEARLY GOAL.

WE HAVE RESEARCHED A PROVIDED LIST OF WHAT THE COST OF ALCOHOL ALONG WITH LIQUOR COSTS AND WHAT OUR PRICES SHOULD BE SET AT NOT ONLY TO PROFIT CORRECTLY BUT ALSO TO SATISFY ALL DEMOGRAPHICS OF OUR CUSTOMERS/CLIENTS. QUALITY AND SERVICE ARE GOING TO BE KEY INTO BRINGING ALL TYPES OF CUSTOMERS INTO OUR BUSINESS AND TO KEEP THEM COMING SO TRAINING STAFF WILL BE IMPORTANT AS WELL AS OWNERS BEING VERY SOCIALLY ACTIVE WITH THE CUSTOMERS TO MAKE THEM ALL FEEL WELCOME.

MARKET ANALYSIS

OUR GEOGRAPHIC SETTING IS A SMALL TOWN SO THIS MAKES IT CHALLENGING TO DRAW IN AS MANY CUSTOMERS AS WELL AS POTENTIAL CUSTOMERS IN ORDER TO KEEP OUR BUSINESS OPERATING ON A YEARLY BASIS. THERE ARE

OUTSIDE AREAS THAT HAVE SMALL POPULATIONS AS WELL SO GAINING THEIR ATTENTION AND FULFILLING THEIR INTERESTS IS IMPORTANT IN ORDER TO KEEP OUR BUSINESS BUSY NOT JUST ON WEEKENDS BUT DURING THE WEEK AS WELL. KNOWING THESE OUTSIDE AREAS ARE WITHIN AN HOUR DRIVE MAKES IT FEASIBLE FOR USE TO PROVIDE NOT ONLY OUR PRODUCTS BUT OUR ENTERTAINMENT SERVICES TO FULFILL THEIR NEEDS AND TO GIVE THEM A REASON TO TRAVEL TO OUR BUSINESS. EACH ONE OF THESE SMALL TOWNS HAVE SMALL POPULATIONS BUT THE NUMBERS ARE GOOD ENOUGH TO DRAW IN DIFFERENT CROWDS TO ENJOY OUR PRODUCTS AND SERVICES

COMPETITOR ANALYSIS

IT IS VERY IMPORTANT TO DETERMINE WHO THE COMPETITORS ARE, WHAT THEY DO WELL AND ALSO WHAT THERE WEAKNESSES ARE. I HAVE BEEN ABLE TO ENTER PLENTY OF THE AREA BARS OR CLUBS IN THIS AREA AND DISCOVERED THERE ARE SOME STRENGTHS TO SOME OF THEM. THE UNION FOR EXAMPLE DRAWS A WIDE VARIETY OF CUSTOMERS FROM YOUNG TO OLD AND ARE DRAWN TO THE DIFFERENT TYPES OF FOOD THEY HAVE AS WELL AS THE WEEKLY DRINK SPECIALS. THE BAR ITSELF ISNT MODELED TO ATTRACT PEOPLE IN A SENSE BUT DRAWS PEOPLE BECAUSE OF THE SOCIAL AREA IT PROVIDES.

OTHER BARS IN THE AREA HAVE WEAKNESSES. ONE OF THOSE WEAKNESSES IS THE INABIITY TO DRAW CONSISTENT CROWDS. SOME OF THE REASONS THAT I HAVE NOTICED ARE BECAUSE OF CUSTOMER SERVICE, FIGHTS THAT HAPPEN IN THEIR BARS, NOT A LOT OF DRINK SPECIALS, I FEEL THE UNION BAR WOULD PROBABLY BE OUR BIGGEST COMPETITOR IN TERMS OF SERVICE, DRINKS, AND FOOD. I FEEL THAT THE OPENING OF OUR CLUB WOULD PROVIDE THOSE STRENGTHS AS WELL AS DRAW CONSISTENT CROWDS BECAUSE OF OUR LOCATION AND BECAUSE OF THE ENTERTAINMENT AND FOOD WE WILL PROVIDE.

MARKETING PLAN

OUR MARKETING PLAN IS VERY IMPORANT IF WE ARE TO RUN A SUCCESSFUL AND LONG LASTING BUSINESS. THE BIGGEST GOAL IN ORDER TO ACHIEVE MOST OF THIS IS BY ATTRACTING CUSTOMERS OF ALL AGES 21 AND OVER BY PROVIDING DIFFERENT TYPES OF ENTERTAINMENT SUCH AS DJS, BANDS, OR EVEN SPECIAL EVENTS THAT WILL DRAW DIVERSE CROWDS. OUR REPUTATION IS ALSO IMPORTANT SO WE MUST HAVE A CLEAN CLUB AS WELL AS RECOGNIZED STAFF THAT ARE IN A SPECIFIC UNIFORM THAT WILL MAKE THIS CLUB ATTRACTIVE. THE NAME WE CHOSE "OASIS NIGHT CLUB" GIVES THE FEEL OF A CITY TYPE CLUB AND DRAWS THE ATTENTION OF MANY DIFFERENT TYPES OF

PEOPLE RATHER THAN ONE SPECIFIC TYPE OF CROWD. OUR PRODUCTS MUST BE AVAILABLE FOR MOST OF OUR CUSTOMERS AND THE SERVICE PROVIDED MUST BE VERY SATISFYING FOR THEM AS WELL. THE DEADLINE FOR THIS TYPE OF SUCCESS SHOULD BE REACHED WITHIN THE FIRST YEAR WHICH MEANS PROPER TRAINING AND THE OWNERS HAVING A PRESENCE MOST NIGHTS OF THE WEEK TO MAKE SURE EVERYTHING IS RUNNING SMOOTH AND ALL COMPLAINTS ARE EVALUATED AND RESOLVED.

OUR PRICING WILL BE DONE ACCORDING TO THE PRICING LISTS THE BEER COMPANYS PROVIDE IN ORDER TO ACCOMMODATE OUR CUSTOMERS AS WELL AS MAKE A PROFIT FROM OUR BUSINESS.

ONCE OUR BUSINESS IS OPEN, WE WILL NEED DIFFERENT WAYS TO PROMOTE OUR CLUB TO DRAW NOT JUST THE CUSTOMERS WE HAVE ACQUIRED FROM YEARS PAST BUT NEW ONES AS WELL THAT WILL HOPEFULLY LEARN TO LOVE OUR CLUB AND MAKE IT THEIR PLACE OF CHOICE TO SOCIALIZE, ENJOY ENTERTAINMENT, OR TO GRAB A BITE TO EAT. THIS CAN BE DONE THROUGH A FEW METHODS THAT ARE AVAILABEL TO US. THIS INCLUDES FACEBOOK, BUSINESS CARDS, RADIO STATIONS, LOCAL NEWS, AND THROUGH SOCIAL INTERACTION WITH BUSINESSES AND LOCAL PEOPLE.

FACEBOOK WILL BE VERY IMPORTANT BECAUSE WE WILL BE ABLE TO SET UP A PAGE OF OUR BUSINESS WHICH ALLOWS OUR CUSTOMERS A WAY TO REACH OUT TO US AND PROVIDE ANY NEGATIVE OR POSITIVE FEEDBACK TO ALLOW US TO HAVE MEETINGS AND EITHER CORRECT THE NEGATIVE OR TAKE THE POSITIVE AND KEEP THAT CONSISTENT.

OPERATIONS

OPERATION OF OUR BUSINESS WILL ALSO REFLECT THE TYPE OF INCOME WE EXPECT TO KEEP THIS BUSINESS RUNNING YEAR TO YEAR. WE PLAN ON BEING OPEN FROM SUNDAY TO SUNDAY FROM 4PM TO 1AM. I STATE THESE HOURSE BECAUSE WE PLAN ON HAVING HAPPY HOUR FOR EARLY CUSTOMERS AS WELL AS TIMES TO BE ANNOUNCED WHEN THERE ARE SPECIAL EVENTS SUCH AS SUPER BOWL, WORLD SERIES, STANLEY CUP FINALS, ETC.

OUR SUMMER HOURS WILL RUN THE SAME BUT WE WILL NEED TO REALIZE THAT SUMMERS TEND TO BE SLOW SO WE WILL HAVE TO PROMOTE THINGS THAT WILL DRAW OR ATTRACT CUSTOMERS TO HELP MAKE IT THROUGH OUR SLOW MONTHS. THIS WILL INCLUDE SUCH THINGS AS ENTERTAINMENT FROM DJS TO BANDS OR OTHER SPECIAL EVENTS TO GIVE PEOPLE A REASON TO STAY IN TOWN AND KEEP THE MONEY IN OUR COMMUNITY.

IN ORDER TO KEEP RECORD OF OUR OPERATIONS AND YEARLY INCOME WE PLAN USING QUICK BOOKS WHO WILL HANDLE ALL OUR EXPENSES SUCH AS BILLS, PAYROLL AND EVEN YEARLY TAXES SO WE WILL KEEP GOOD BOOKS AS WELL TO KEEP TRACK OF EVERYTHING WE BRING IN TO OUR BUSINESS. WE DO PLAN ON KEEPING A BUSINESS ACCOUNT THROUGH THE BANK THAT WILL KEEP

HOLD OF OUR PROFITS AND WILL USE MUCH OF THAT MONEY TO REPAIR, ADD ON REMODEL PIECES, OR EVEN BUY THINGS WE NEED TO KEEP BUSINESS OPERATIONAL.

SOME OF THE THINGS WE WILL NEED TO REMODEL AND SUPPLIES WE WILL NEED ARE AS FOLLOWS:

WE WILL BE BUYING NEW TABLES AND CHAIRS TO SUPPLEMENT THE NEWLY REMODEL OF THE INSIDE AND SO IT ATTRACTS CUSTOMERS. WE WILL ALSO NEED A BRAND NEW SOUND SYSTEM AND TVS TO BE ABLE TO HAVE OUR ENTERTAINMENT AND BE ABLE TO SHOW ALL EVENT WE HAVE ON CABLE. WE DO HAVE A LIST OF OUR LIQUOR AND BEER THAT WE WILL NEED TO SERVE CUSTOMERS SO THIS WILL INCLUDE PURCHASING UTENSILS, CUPS, PLATES, AND OTHER ITEMS WE WILL NEED TO BE ABLE TO SERVE OUR CUSTOMERS. THE REMODEL WILL INCLUDE MOVING THE MENS BATHROOM OVER TO ENLARGE THE DANCE FLOOR, NEW SHEET ROCK TO WALLS, PAINTING THE BRICK WALLS, REDO THE WOOD FLOOR TO ENHANCE THE LOOKS OF THE BUSINESS, REMODEL THE BAR AND BE ABLE TO ADD THE LIGHTING TO MAKE THE BAR LOOK NICE. WE WILL ALSO NEED NEW CEILING TILES AS THE OTHER ONES ARE OLD AND BROKEN. THE KITCHEN WILL NEED TO UP TO PAR SO WE WILL NEED A NEW GRILL, MICROWAVE, SINKS, STOVE IN ORDER TO COOK OUR PRODUCT WITH.

WITH THE REMODEL OF THE BATHROOMS, WE WILL NEED TO HAVE THE INSIDE OF THE BATHROOMS REMODELED AS WELL SO THAT THEY ARE NEW IN LOOKS AND AREN'T THE OLD ONES THAT WERE TORN APART FROM THE PREVIOUS OWNER. WITH THE SPECIALS WE ARE HAVING THROUGHOUT OUR WEEK, WE WILL ALSO NEED MACHINES THAT COULD HELP US SERVE SHOTS, OR MAKE MARGARITAS. OUR SUPPLIERS AT THIS TIME WILL BE DEITRICH DISTRIBUTION, AND I HAVE HIRED A PERSONAL LIQUOR REP WHO CAN PROVIDE OTHER LIQUORS WE WILL NEED AND SPECIALS AS WELL.

ONE LAST THING FOR NOW WE WILL NEED THE FRONT OF THE BUILDING ALONG WITH OUR NEW SIGN TO PROVIDE THE NAME OF OUR BUSINESS.

THESE ARE THE MAIN THINGS WE WILL NEED IN ORDER TO OPEN OUR BUSINESS TO SERVE OUR CUSTOMERS.

PERSONNEL MANAGEMENT

THERE ARE TWO OF US THAT ARE IN CONTROL OF THIS BUSINESS. ONE OF US WILL BE KEEPING OUR FIRST JOB AND THE OTHER IS QUITTING HIS JOB TO BE ABLE TO DEVOTE HIS TIME TO THE BUSINESS. THE OTHER OWNER WILL BE THERE A LOT AS WELL TO HELP OUT BUT WON'T STAY TILL CLOSE DUE TO THEIR FIRST JOB. WE DO HAVE A BARTENDER WHO WILL BE MANAGING THE BAR FOR US AND WILL BE THERE A LOT TO HELP WITH THE DAILY OPERATIONS WHEN THE TWO OWNERS CANN'OT BE THERE.

THIS BRINGS US TO OUR STAFF. WE WILL BE TRAINING OUR KITCHEN STAFF AND OUR BARTENDARS AND COCKTAILS IN HOW WE WANT OUR SERVICE TO BE PROVIDED AND HOW TO HANDLE DIFFERENT TYPES OF SITUATIONS IN ORDER TO SATISFY CUSTOMERS. THIS WILL INCLUDE WEEKLY MEETINGS WITH OUR STAFF TO PROVIDE ANY FEEDBACK OR HEAR RESPONSES FROM OUR STAFF TO MAKE SURE WE ARE ALL ON THE SAME PAGE AND CAN KEEP MOST OF OUR CUSTOMERS SATISFIED. OUR WEEKLY MEETINGS WILL ALSO ASSURE THAT WE ARE KEEPING OUR STAFF IN A TEAM EFFORT AND CAN ALL GET ALONG.

OUTSIDE ASSISTANCE

IN TERMS OF OUR ASSISTANCE, WE ARE HAVING AN ATTORNEY HELP WITH GETTING STARTED AND LOOKING OVER ANY DOCUMENTS WE MAY NOT UNDERSTAND. I AM IN THE PROCESS OF WORKING WITH A BANKER WHO WOULD LIKE NUMBERS TO SEE WHAT THE COST OF THE REMODEL IS AS WELL AS ALL OUR EQUIPMENT AND LIQUOR THAT WE WILL NEED TO BEGIN AND OPEN OUR BUSINESS. THESE ARE THE TWO MAIN OUTSIDE SOURCES WE HAVE AT THIS TIME THAT WILL HELP US GET TO THE STARTING POINT AND FINISH LINE SO WE ARE ABLE TO OPEN OUR DOORS.

LEASE AGREEMENT

This Lease Agreement ("Lease") is signed by and between 3-A Rentals, LLC (collectively the "Owner" whether one or more) and Marez, LLC (the "Tenant"), dba Oasis.

Recitals:

I. 3-A Rentals, LLC owns the real estate located at 1722 Broadway, Scottsbluff, NE ~~69361~~, legally described as follows (the "Real Estate"):

Lots 1 and 2, Block 3, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

II. 3-A Rentals, LLC owns the furniture, fixtures, and equipment (the "Equipment") used to operate the bar and restaurant at the Real Estate and currently located at the Real Estate.

III. Tenant and Owner desire to lease the Real Estate and the Equipment from the Owner to the Tenant, under the terms and conditions below, with an option for the Tenant to purchase the Real Estate and Equipment under terms and conditions below.

IV. Wherefore the parties enter into this Lease according to the terms and conditions below.

Lease:

1. Leased Property: The Owner leases to the Tenant the Real Estate, along with the Equipment currently located at the Real Estate and used in operation of the bar and restaurant at the Real Estate. The Tenant acknowledges that it has inspected the Real Estate and Equipment, and that the Real Estate and Equipment are in satisfactory condition and suitable for use. Tenant accepts the Real Estate and Equipment "AS IS" and without modification or repair from the Owner, unless otherwise agreed to in writing by the Owner.

2. Term:

a. The initial "Term" of this Lease shall begin on November 1, 2020 and shall continue for a period of five (5) years thereafter, ending October 31, 2025. Provided, however, this Lease shall automatically terminate on the date of Closing, and neither party shall be liable for the remainder of the initial Term, if the Tenant exercises its "Option to Purchase" set forth below and purchases the Real Estate and Equipment during the initial Term.

b. The Tenant shall have the right to extend this Lease for a period of twelve (12) months, beginning at the end of the initial Term and under the same terms and conditions

of this Lease. The Tenant can extend this lease by notifying the Owner in writing of its intent to extend this Lease within ninety (90) calendar days before September 30, 2025.

c. Except as provided in subparagraph 2.b above, the Tenant shall not be allowed any other extensions and shall not be allowed to hold-over after the initial Term. Any operations of the Tenant under this Lease after October 31, 2025 (unless duly extended hereunder) shall be considered a trespass. Tenant shall peaceably yield the Real Estate and Equipment to the Owner upon the expiration of the Term, in such condition as the Real Estate and Equipment existed at the beginning of the Term, reasonable wear and use excepted.

d. Owner agrees that if Tenant is not in default of this Lease, the Tenant shall peaceably hold and enjoy the Real Estate and Equipment without material hindrance or disruption by the Owner during the Term of this Lease. Owner shall have the right to inspect the Real Estate and Equipment during regular business hours or at such other times as the parties agree. The Tenant shall not change the locks, passwords, or other access codes without first notifying the Owner and providing the Owner keys, passwords, or access.

3. Rent: During the first year of this Lease, the Tenant shall pay "Rent" in the amount of two-thousand dollars (\$2,000) per month, due and payable on November 1, 2020 and on the first calendar day of each month thereafter. On November 1, 2021, the "Rent" shall increase to the amount of two-thousand five-hundred dollars (\$2,500) per month, due and payable on November 1, 2021 and on the first calendar day of each month thereafter. For each month Rent is due and unpaid by the end of the fifth calendar day, the Tenant shall pay an additional four-hundred dollar (\$400) late fee to the Owner. All prorations provided in this Lease shall be based upon the initial Term starting November 1, 2020.

4. Deposit: On or before November 1, 2020, the Tenant shall provide an ENTER AMOUNT HERE (\$00000) "Deposit" to the Owner. The Deposit shall be non-refundable.

5. Use and Operation: The Real Estate and Equipment is leased to the Tenant for the operation of a bar and restaurant. The Tenant is solely responsible for complying with all laws, rules, regulations, or orders related thereto, including but not limited to obtaining and maintaining a liquor license with the State of Nebraska. Failure of the Tenant to observe any material laws, rules, regulations, or orders shall be considered default of the Tenant under this Lease. Tenant shall not use the Real Estate or Equipment for any other purpose, and shall not operate in a manner that constitutes a nuisance under any State or City government rule, ordinance, statutes, or law.

6. **Taxes:**

a. Tenant shall pay all real estate taxes and personal property taxes assessed on the Real Estate or the Equipment. Owner shall notify Tenant of all taxes assessed on the Real Estate or the Equipment, and Tenant shall pay the Owner the amount of taxes assessed before any of the taxes become delinquent.

b. Real estate taxes and personal property taxes assessed on the Real Estate or the Equipment for the 2020 calendar year shall be prorated to November 1, 2020, and Tenant shall pay the Owner its prorated share of the 2020 taxes by August 31, 2021.

c. Real estate taxes and personal property taxes assessed on the Real Estate or the Equipment are billed by Scotts Bluff County one year in arrears, owner will notify tenant on amounts due to be paid on or before due dates each year after during lease, which due dates are April 30 and August 31 annually. If the Tenant has extended this Lease for an additional twelve (12) months under subparagraph 2.b above, taxes for the 2020 calendar year shall be paid by the Tenant, taxes for the 2021 calendar year shall be prorated to September 30, 2021, and the Tenant shall pay the Owner its prorated share of the 2021 taxes before September 30, 2021.

7. **Utilities:** Tenant shall pay all water, trash, or sewer charges assessed or billed by the City of Scottsbluff, Nebraska during the initial Term of this Lease. Tenant shall likewise pay all electricity, gas, fuel, telephone, satellite, internet, cable, or other utilities assessed or billed for use of the Real Estate under this Lease.

8. **Repair, Maintenance, and Alterations:** During the Term of this Lease:

a. Except as provided in paragraph 9 below, the Tenant shall have the sole obligation to make and pay for all repairs, cleaning, and maintenance to the interior or exterior of the Real Estate, including keeping all of the Owner's sidewalks or landscaping in good repair. The Tenant shall regularly schedule maintenance or cleaning of the Real Estate and shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance and cleaning of the Real Estate.

b. The Tenant shall have the sole obligation to maintain, clean, repair, or replace all Equipment. The Tenant shall regularly schedule maintenance, cleaning, or inspection of the Equipment and shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance, cleaning, and inspection of the Equipment.

c. In addition to the Equipment contemplated by this Lease, the Tenant shall be allowed to purchase, use, keep, and maintain any other stock in trade, fixtures, or inventory the Tenant desires for operation under this Lease. Such stock in trade, fixtures, or inventory shall be the Tenant's property and the Tenant shall be solely responsible for

the purchase, maintenance, cleaning, repair, replacement, or loss of the stock in trade, fixtures, or inventory.

d. The Tenant shall not make any alterations or additions to the Real Estate or the Equipment without first obtaining the written consent of the Owner, which may be given via email and which shall not be unreasonably withheld.

9. **Insurance and Damage:** The Tenant shall:

a. Purchase and maintain during the Term of this Lease (or any extension thereof) property insurance coverage on the Real Estate and the Equipment for the full replacement value thereof. Before November 1, 2020, the Tenant shall provide the Owner with a certificate of such insurance showing the Owner as a loss payee of any proceeds or payments thereunder and that any cancellation or reduction of insurance must occur after a thirty (30) day written notification.

b. Purchase and maintain during the Term of this Lease (or any extension thereof) commercial general liability insurance coverage, with limits of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) in the aggregate. Before November 1, 2020, the Tenant shall provide the Owner with a certificate of such insurance showing the Owner as an additional insured and that any cancellation or reduction of insurance must occur after a thirty (30) day written notification.

c. If the Tenant fails to properly maintain and keep such insurance described in subparagraphs 9.a and 9.b above, the Owner shall have the right, at its option, to procure such insurance policies and to pay the premiums charged. Any amounts paid by the Owner under this subparagraph shall be charged to the Tenant and due and payable by the Tenant when the next monthly installment of Rent is due and payable.

d. In the case of any damage to the Real Estate or Equipment which materially prevents the Tenant from continuing gainful operations contemplated by this Lease, the Owner reserves the option to (1) repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, or (2) terminate this Lease and keep all proceeds or payments received under such insurance policies.

i. If the Owner elects to repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, the parties shall adjust the Rent equitably until the damage can be fully repaired.

ii. If the costs and expenses to repair such damages do not exceed 5% of the "Purchase Price" described in paragraph 12 of this Lease, the Owner shall not have the option to terminate this Lease and keep all proceeds or payments, but

shall use as much of the proceeds or payments received under such insurance policies to repair the damage (subject to the Tenant's obligation to pay any deductible). Rent shall not be equitably adjusted under this subparagraph 9.d.ii.

e. Notwithstanding any other provision of this paragraph 9, if repair of any damage occurs and if the costs and expenses to repair such damage do not meet or exceed the deductible due under such insurance policies, the Tenant shall be responsible for paying for and repairing any such damage (but may claim a credit against the deductible), unless the damages is caused by the fault or negligence of the Owner. Likewise if the costs and expenses to repair such damage meet or exceed the deductible due under such insurance policies, the Tenant shall first pay the deductible and apply that same amount to the costs and expenses of repair before the Owner is obligated to pay any costs and expenses of repair with the proceeds or payments received.

f. In the case of any damage to the Real Estate or Equipment which does not materially prevent the Tenant from continuing gainful operations contemplated by this Lease, and which is not caused by the fault or negligence of the Tenant or its agents, employees, or contractors, the Owner shall repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, provided the Tenant must pay for and apply the amount of the deductible in the same manner described in subparagraph 9.e above.

g. Notwithstanding any other provision of this paragraph 9, for all damage caused by the fault or negligence of the Tenant or its agents, employees, or contractors, the Owner reserves the option to (1) repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, or (2) terminate this Lease and keep all proceeds or payments received under the such insurance policies.

h. In the case of any taking or inverse condemnation of the Real Estate by any State, City, or other governmental entity or public authority, the Rent shall be equitably adjusted to account for the portion of the Real Estate taken or condemned. Provided, however, if the taking or inverse condemnation materially prevents the Tenant from continuing gainful operations contemplated by this Lease, the Tenant shall have the option of terminating this Lease.

10 Default and Remedies:

a. Default of the Tenant under this Lease, in addition to other defaults described in this Lease, shall be considered by not limited to:

i. The failure to pay Rent, or any other expense, bill, or charge for which the Tenant is responsible, within five (5) calendar days of being due and payable.

- ii. The material violation by the Tenant of any provision of obligation of this Lease, provided the Tenant shall be given thirty (30) days' written notice of such violation and an opportunity to cure such violation within that thirty (30) day period. If default cannot be cured within such thirty (30) day period, the time in which to cure default may be extended for a reasonable time (but not more than and additional thirty (30) days) if the Tenant shows good faith and diligent efforts to cure default.
 - iii. Any unauthorized assignment, sublease, or transfer of this Lease, or any interest under this Lease, by the Tenant.
 - iv. The filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the leasehold interest or any portion or part of the Real Estate or Equipment, or the levy of any writ of execution upon the leasehold interest or any portion of the Real Estate or Equipment due to the Tenant's actions, or the appointment of any receiver for the Tenant.
 - v. The abandonment of the Real Estate and Equipment for a period longer than three (3) months.
- b. Upon the event of the Tenant's default, and subject to any rights of cure, the Owner may terminate this Lease by giving notice of such termination to the Tenant. In addition, on the date specified in such notice and in the manner provided by the laws of Nebraska then in effect, the Tenant may reenter and regain possession of the Real Estate and Equipment without terminating the Lease. The Owner may choose to re-let the Real Estate or Equipment or any part thereof after reentry or repossession. Upon the date of termination, the Tenant's right to possession of the Real Estate or Equipment shall cease but the Tenant shall not be relieved of any obligations or responsibilities that accrued before the termination date. If the Owner elects to terminate this Lease, the Owner acknowledges an obligation to mitigate its damages by making reasonable and good faith efforts to locate another suitable tenant. To the extent the owner is unable to mitigate its damages, the Tenant shall be liable for the Rent unpaid during the Term of this Lease, less any proceeds the Owner received for the rental of the Real Estate or Equipment during the remainder of the Term. In addition, all costs and fees associated with collecting this amount shall be recoverable by the Owner, including the attorney's fees.
- c. The Owner shall not be required to wait until the expiration of the Term in order to collect the amounts to which the Tenant is liable under this paragraph 10. Each right and remedy under this paragraph 10 shall be in addition to any other remedy at law in existence now or in the future.

d. In the event of any material default of the Owner, including but not limited to the failure to tender possession or the failure to materially comply with the terms of this Lease, the Tenant has no right to termination until the Owner is given notice of the default and at least thirty (30) days after receipt of the notice to cure the default. Provided, however, if the default cannot be cured within thirty (30) days, the time in which to cure shall be reasonably extended if the Owner is taking good faith and diligent action to effect cure.

e. In addition to all other remedies set forth above, both parties shall have the right to suspend performance under this Lease if the defaulting party does not cure a material default within the time allowed for cure above. Neither Party shall be liable for any breach of the Lease during the time in which the Lease is suspended under this subparagraph.

11. Assignment and Subleasing: The Tenant shall not assign or sublease the whole or any part of this Lease or the Real Estate or Equipment without first obtaining written consent of the Owner, which consent shall be unreasonably withheld.

12. Option to Purchase: The Owner hereby grants the Tenant an option to purchase the Real Estate and Equipment under the following terms and conditions:

a. No prepayment penalties and an agreed amount set by Owner and Tenant mutually.

b. If the Tenant exercises the Option, this Lease shall be terminated on Closing but shall remain in full force and effect until Closing. All Rent for the month of Closing shall be prorated per day and the amount of Rent for the remainder of the month shall be reimbursed to the Tenant or allocated in a settlement statement at Closing.

13. Covenants and Agreements: All covenants and agreements of this Lease shall accrue to the benefit of and be binding upon the respective parties hereto, and to their successors or assigns. This Lease shall be deemed valid and enforceable and shall be governed by the laws of the State of Nebraska.

14. Notices: Notices, demands, or requests to be given under this Lease shall be in writing, sent by regular mail, and deemed properly given on the date mailed if mailed to the addresses described below:

a. If to Owner: 3-A Rentals, LLC
c/o Eldon or Kathy Anthony
2305 17th Street
Gering, NE 69341

b. If to Tenant: Marez, LLC
1722 Broadway
Scottsbluff, NE. 69361

OR

Marez, LLC
Tony Marez, Jr.
1385 Quail Ridge Road
Gering, NE 69341

15. **Commission:** All parties covenant that this Lease was directly negotiated between them and that no broker was involved in bringing about this Lease. No claim of a broker's fees shall be made by any party.

16. **Miscellaneous:**

a. Failure by either party to insist upon strict compliance with any of the terms, covenants, conditions, rules or regulations hereof shall not be deemed a waiver of such term, covenant, condition, rule or regulation, nor either party's waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further right or power.

b. If for any reason whatsoever, any one or more of the provisions of this Lease shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Lease inoperative, unenforceable or invalid.

c. This Lease supersedes and replaces all prior agreements, understandings and representations and constitutes the entire agreement, between the Owner and Tenant concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, by or between the parties in connection with the subject matter addressed herein. This Lease may be modified only by a written instrument signed by all parties hereto. This Lease may be executed in counterparts.

d. This Lease is binding on the heirs, personal representatives, successors and permitted assigns of the parties hereto. All attached exhibits and schedules are made a part of this Lease by reference.

e. All parties agree to take all actions and sign all agreements or documents necessary to effectuate this Lease, and Owner hereby agrees to provide any maintenance advice if requested by the Tenant.

f. This Lease shall only be terminated for reasons and causes expressly set forth in this Lease. Any terms and provisions of this Lease which requires performance after the termination shall survive the termination.

g. All parties to this Lease are validly formed limited liability companies in good standing with the State of Nebraska. All signatories for each party has the power and authority to sign on behalf of the party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

3A Rentals, LLC

By: Eldon Anthony
Eldon Anthony, Member

Date: Nov. 1-2020

By: Kathy Anthony
Kathy Anthony, Member

Date: 11-1-2020

Marez, LLC

By: Tony Marez, Jr.
Tony Marez, Jr., Member

Date: 1-28-21

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: 03/12/2021
Re: Application for a Class IB Liquor License Number IB-124023, Marez LLC dba: Oasis, 1722 Broadway, 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:

The Scottsbluff Police Department conducted a background check on Anthony Marez as a means to determine their fitness to have and manage a liquor license. Anthony Marez reported the following convictions: "Disturbing the Peace, 2009, and "Dog at Large," 2012. During the background investigation it was discovered that Anthony failed to report an "Assault" that occurred in Gering in 1994. According to the available records the disposition of the assault charge was a conviction for a class 3 misdemeanor. This is not a disqualify offense and occurred 27 years ago.

On Thursday March 4, 2021 at 4:00 pm the City of Scottsbluff Liquor License Holders Investigatory Board (LLHIB) convened to meet with Anthony Marez to discuss his liquor license application. Anthony Marez explained the processes he plans to implement regarding safe and lawful alcohol beverage service. Anthony told the board that he has DJ'ed in several night clubs for over 23 years. Anthony appeared with his long-time girlfriend Elizabeth Johnson, who has extensive experience in alcohol sales having worked in bar settings for well over 20 years. Anthony and Elizabeth both explained that she will oversee the day to day operations of the business largely because of her experience in the alcohol industry.

After Anthony's appearance before the LLHIB, I have concluded that the applicant is fit, willing and able to hold a liquor license. The LLHIB unanimously recommended 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.

Anthony Marez, while not having a great deal of experience in the managing and selling of alcohol does have 23 years of experience working in the night club industry that is worthy of consideration. Elizabeth Johnson, who does have extensive experience in managing and selling alcohol, will conduct the inventory and ordering of the alcohol. Anthony explained that the overstock will be locked in a closet for safe keeping, adding that they plan to have a new video surveillance system installed that will record the interior and exterior of the business. Anthony said that the camera system will monitor the alcohol with a camera dedicated to the alcohol closet. Anthony explained that all employees will be required to attend a certified alcohol server training adding that Elizabeth and himself will attend the training on March 17, 2021. Anthony said that their intension is not allow anyone under the age of 21 into the business. Anthony added, that when they open the kitchen they will allow patrons under the age of 21 but they will be required to leave at 09:00 PM. Anthony told the board that he will employee trained security staff to check identifications and monitor the customers. Anthony advised the board that any employee caught serving alcohol to a minor would be immediately terminated.

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

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

Anthony Marez along with his long-time girlfriend Elizabeth Johnson have the necessary experience to safely and lawfully manage the premises ensuring that they conform to all provisions, requirements, rules and regulations provided in the Nebraska Liquor Control Act.

The Oasis is in a location that has been a night club for the past several years.

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 6 days a week Tuesday thru Sunday 2:00 PM to 1:00 AM, closed on Mondays. Anthony explained the hours could change with the opening of the kitchen and special events such as football game day.

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

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 1722 Broadway Scottsbluff, NE. It is a night club that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

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

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

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

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

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

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

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

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: March 15, 2021

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Dustin Rief, City Manager

Re: Marez, LLC d/b/a Oasis

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
Flyover Brewing Company (Catering)

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

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

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.
705 East Overland
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 14

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
Essential Fuel

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
2319 East Overland

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)
Wal-Mart Supercenter #867

1401 Frontage Rd.
3322 Avenue I

TOTAL CLASS D LICENSES 16

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)
16TH Empire
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
1605 Ave A
1007 West 27th St.
305 West 27th St.
1802 East 20th Place

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites
Nightclub

301 W Hwy 26
902 Wintercreek Dr.

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	14
Class D	16
Class I	14
Class L	1
Class W	1

Class Z	1
TOTAL LICENSES	48

Memo

Exhibit V

Date: March 9, 2021
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Dustin Rief
Re: Class "IB" Liquor License Application
Oasis
1722 Broadway
Scottsbluff, NE 69361

Action:

The owners of Oasis have applied for a new liquor license in the name of Marez, LLC.

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 1722 Broadway is situated in a C-1 (Central Business District) zoning district where a retail store is allowed and a restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) There are no off-street parking requirements 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.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

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

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, March 4, 2021 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on February 28, 2021 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Norman Coley, WNCC; Rick Kuckkahn, Interim City Manager, Dustin Rief, City Manager, Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, Matt Huck, Scottsbluff Public Schools and Andrea Margheim, Flyover Brewery, Russ Knight, Chairman Absent: Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Chairman Knight welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. There were no changes to the agenda.
5. Approve Minutes of the December 17, 2020 Regular Meeting – Motion by Stobel, second by Coley, to approve the December 17, 2020 Minutes, motion passed unanimously.
6. New Liquor License Application:
 - a. Marez, LLC d/b/a Oasis, 1722 Broadway, Scottsbluff, NE 69361, Class IB Liquor License.

Mr. Tony Marez introduced himself explaining to the committee he wants to follow in his father's footsteps and this has helped him make the decision to open the Oasis. He has been a DJ for the last 23 years working at various bars and nightclubs in the area. His vision is to bring life back to Broadway in Scottsbluff. He, himself, does not have any alcohol serving experience but his fiancée Liz Johnson has 26 years of experience in the industry.

Chairman Knight asked if Mr. Marez has taken any alcohol training. Mr. Marez stated he is scheduled to take the class from Rob Jackson with the State Patrol on March 17th. He added his entire staff will be at the training also, including his security staff. Mr. Marez was asked who would be ordering the alcohol. Mr. Marez stated Ms. Johnson would be in charge of that, but he will be there to observe and order if warranted.

Police Chief Spencer asked how they are going to prevent minors from entering the establishment. Mr. Marez explained they will have strict carding procedures, will use born on calendars and they will stamp everyone. He added security cameras will be installed, including downstairs in a locked room where the overstock is kept. When asked how he would handle an employee selling alcohol to a minor, Mr. Marez responded they would be terminated. Mr. Spencer also recommended retraining for the employees.

Committee Member Margheim asked how he would keep patrons from gathering outside after closing. Mr. Marez stated he will have his security help with that if it becomes a problem.

Committee Member Coley moved, seconded by Committee Member Margheim to make a positive recommendation to the City Council for the Liquor License for Marez, LLC d/b/a Oasis, 1722 Broadway – Class IB License. Motion passed unanimously.

7. New Manager Application.

- a. Kirby A. Case for Western Travel Terminal, LLC, 822 S. Beltline Hwy W – Class D Liquor License.

Mr. Kirby Case introduced himself explaining he is the new CEO of Western Travel Terminal in Scottsbluff, NE and Torrington, WY. He added he has no liquor experience, but has taken the alcohol training. He confirmed that all employees are required to take the training including two new employees that will take it on March 17th.

Chariman Knight asked about Western Travel Terminal's Point of Sale System and if they had addressed the issue of an employee selling to a minor. Mr. Case explained the system stops the sale if alcohol is involved and the employee needs to enter the customer's birthdate. Unfortunately any date can be entered and that is what happened with the prior violation.

Committee Member Margheim asked what the policy is if there is a sale to a minor. Mr. Case explained the employee is terminated.

Police Chief Spencer asked who orders the inventory. Mr. Case answered the manager does the ordering for the establishment. They also have cameras located around and inside the building.

Interim City Manager Kuckkahn moved, seconded by Committee Member Margheim to make a positive recommendation naming Kirby A. Case as the Liquor License Manager for Western Travel Terminal, LLC, 822 S. Beltline Hwy W – Class D Liquor License. Motion passed unanimously.

8. Adjournment:

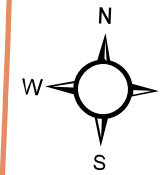
The meeting adjourned at 4:34 p.m., with a motion by Stobel, second by Kuckkahn; passed unanimously by the Committee.

Russ Knight, Chairman

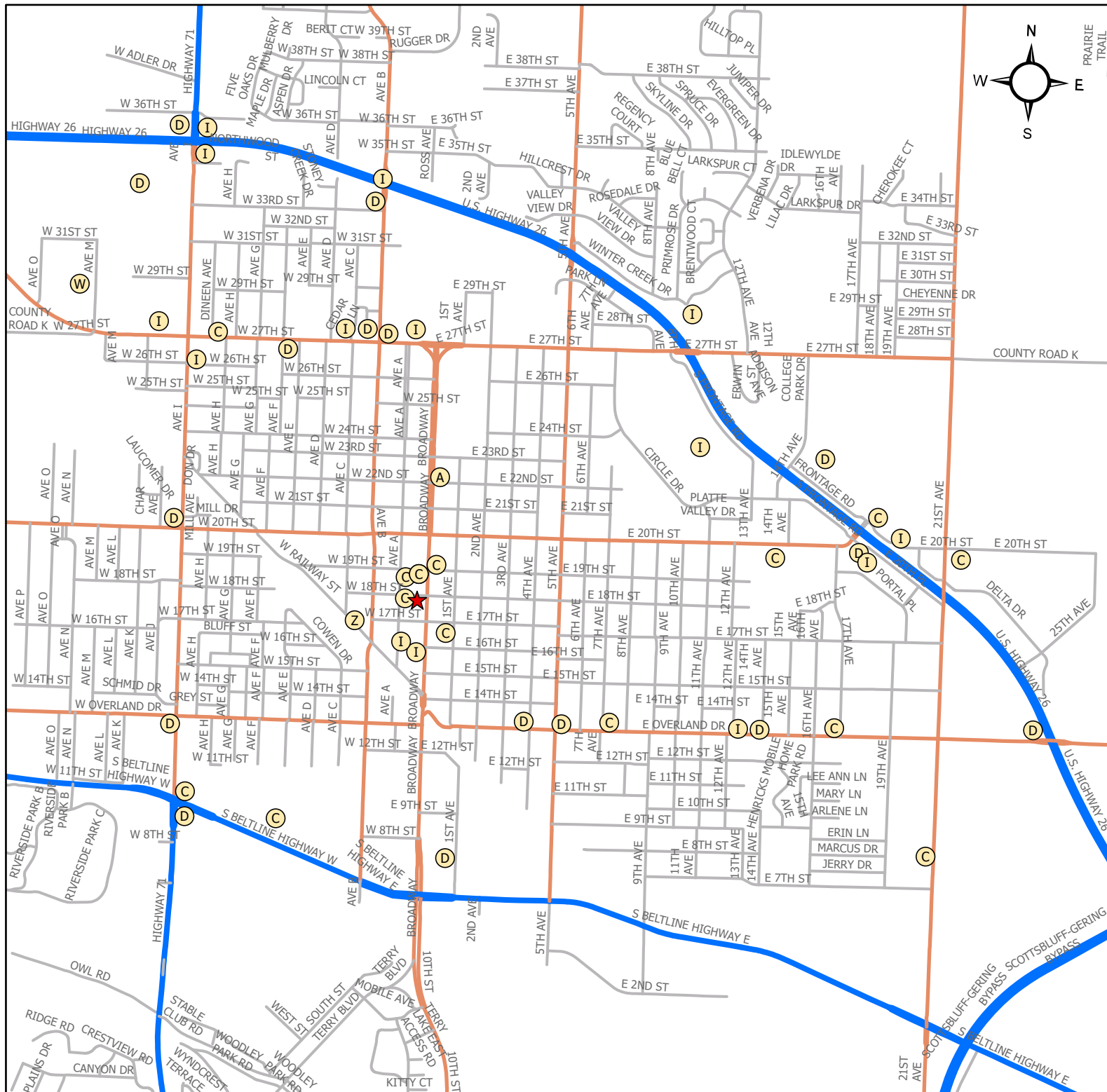
Kim Wright, Secretary

City of Scottsbluff

Liquor Licenses



- ★ Applicant
Marez, LLC dba Oasis, Type IB
1722 Broadway
 - Current Licensed Properties
 - Highway
 - Main Road
 - Residential/Rural
-
- Class A Beer only, for consumption on premises
 - Class B Beer only, for consumption off premises
 - Class C Alcoholic liquors, for consumption on and off premises
 - Class D Alcoholic liquors, including beer, for consumption off premises
 - Class I Alcoholic liquors, for consumption on the premises
 - Class IB Beer, Wine, Distilled Spirits on Sale, Beer off sale only
 - Class W Wholesale beer
 - Catering Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses



Taylor Stephens
City of Scottsbluff GIS
Created on March 10th, 2021
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
June 24, 2021 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, June 24, 2021 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 20, 2021 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Dustin Rief, City Manager, Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, and Andrea Margheim, Flyover Brewery, Absent: Kelli Larson, Panhandle Prevention Coalition, Norman Coley, WNCC, Matt Huck, Scottsbluff Public Schools and Russ Knight, Chairman.
2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. There were no changes to the agenda.
5. Approve Minutes of the May 20, 2021 Regular Meeting – Motion by Stobel, second by Margheim, to approve the May 20, 2021 Minutes, motion passed unanimously.
6. New Liquor License Application.
 - a. Class C Application, RSK Frontside, LLC d/b/a Frontside, 1001 Avenue I, Scottsbluff, NE 69361; Sheryl A. Keller, Manager.

Ms. Keller was present and gave a brief history explaining she has held a Liquor License at her other business, the Log Cabin in Gering, since 1990. She added she has never had a compliance failure; the policy is to check every ID and if they do not have an ID, they are not served.

Concerning Frontside, she explained the overstock is kept in a locked room that has a camera and there is also a camera pointed at the door. She does all the inventory and ordering. She also added they have a wonderful point of sale system that inventories liquor bottles to make sure there is not an over pouring of alcohol in a drink and also keeps a total of the stock they have to use. She explained she has inherited a wonderful crew that is experienced in this type of work. They have born on calendars in the business and if an employee would sell to a minor, they would be terminated, no exceptions.

Police Chief Spencer asked about training. Ms. Keller stated she does all the training of her employees. Mr. Spencer commented he would like everyone to take the TIPS training offered by Rob Jackson with the State Patrol or Lanette Richards with Monument Prevention Coalition. Ms. Keller stated she would try to set something up before the City Council meeting on July 6th.

At the end of discussion, Legal Counsel Stobel explained she would not be able to participate in any voting; she is declaring a conflict of interest due to having participated in and reviewing the application that was sent to the Liquor Control Commission. Because there was not a quorum of committee members remaining, a recommendation could not be made regarding the Class C Liquor License for Frontside, LLC d/b/a Frontside. Police Chief Spencer did state, however, he will forward a memo to be included in the City Council packet explaining everything that was discussed at the meeting.

7. New Manager Application

- a. STL of Nebraska, Inc. d/b/a Target Store T - 0831, 1401 Frontage Road, Scottsbluff, NE – Naming Andrew R. Guenther as Manager.

Mr. Scott Marsh, Manager of Target Store T-0831 was present to answer questions on behalf of liquor license manager Andrew Guenther who resides in Omaha. Mr. Marsh started by explaining their system when they receive inventory. They have one person that checks in all the alcohol and all overstock is kept in a stockroom in the back that is under camera surveillance. Mr. Marsh also added, all alcohol that is purchased by guests has to be done up front with the checkers. The POS system they have in place stops the sale and a birthdate has to be put in to be able to continue. Mr. Marsh explained because of this, any person who purchases alcohol must present their ID at that time, as that is store policy. He also added the system will lock out an underage checker so they cannot make the sale.

He commented the store has not received a violation and he attributes that to setting clear expectations with employees when they are hired. If an employee would sell to a minor they would be terminated. He also mentioned the store has 58 cashiers. The employees are expected to take online training to become certified and all are certified at this time.

Committee Member Margheim moved, seconded by Police Chief Spencer to send a Positive Recommendation naming Andrew R. Guenther as the Liquor License Manager of STL of Nebraska, Inc. d/b/a Target Store T-0831, 1401 Frontage Road, Scottsbluff, NE. Motion passed unanimously.

8. Liquor License Compliance Issue:

- a. Board review and discussion of failed compliance check at Sam & Louie's Pizzeria.

Ms. Melissa Schnieder was present on behalf of Sam & Louie's Pizzeria to answer questions regarding their recent compliance check failure. Ms. Schneider explained the violation happened during one of their busiest shifts and she was in the restaurant when it occurred trying to fix a debit card machine problem. She reiterated that does not excuse the failure, but was trying to explain why it happened. She stated the employee did not check ID and was suspended because of her actions resulting in the violation. Ms. Schneider did explain, however, the server is a model employee who just got caught up in the moment. She did bring the employees certification to prove that she has gone through

alcohol server training and stated all employees have been communicated with to check ID's under every circumstance.

The meeting adjourned at 4:27 p.m.

Kevin Spencer, acting Chairman

Kim Wright, Secretary