

City of Scottsbluff, Nebraska

Monday, June 20, 2022

Regular Meeting

Item Pub. Hear.4

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 837 27th Street, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: June 20, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Essential Fuel, LLC d/b/a Essential Fuel, 814 West 27th Street, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Essential Fuel, LLC d/b/a Essential Fuel, 814 West 27th Street, Scottsbluff, NE.

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 ☐

Essential Fuel, LLC
1502 19th Avenue
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

814 W. 27th Street = Store #2

Store #2

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

Exhibit #1

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

License
Class: D

License Number:

124975

RECEIVED

Office Use only
MAY 13 2022

Date Stamp: 11-13-22
Do not
**NEBRASKA LIQUOR
CONTROL COMMISSION**

Office Use Only

NEW / REPLACING

TOP Yes No

Hot List Yes No

Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME Essential Fuel, LLC

TRADE (DBA) NAME Essential Fuel, LLC

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Katie Pierce 308-633-6746

CONTACT EMAIL ADDRESS kpierce@eric-inc.com

Sum hx

7-31-2024

207

0

Need phone #

Office use only

PAYMENT TYPE 5/11/22 PayPort

AMOUNT \$400- RCPT _____

RECEIVED: 5/13/22

DATE DEPOSITED _____



2200006190

FORM 100
REV 1/10/2022
PAGE 1

DIRECTIONS

Each item must be included with your application

1. ✓ Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - ✓ Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. ✓ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. ✓ Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. ✗ If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. ✗ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. ✓ If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. ✓ Submit a copy of your business plan.

FORM 100
REV 1/10/2022
PAGE 2

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

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

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY**
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☐
- ☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name Phone Number

Firm Name

Email address

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

FORM 100
REV 1/10/2022
PAGE 3

PREMISES INFORMATION

Trade Name (doing business as) Essential Fuel, LLC
Street Address 814 West 27th Street
City Scottsbluff County NE 21 Zip Code 69361 +4413
Premises Telephone number n/a
Business e-mail address kpierce@eric-inc.com
Is this location inside the city/village corporate limits YES X NO

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

Check if same as premises

Name Essential Fuel, LLC
Street Address 1502 19th Ave
City Scottsbluff State NE Zip Code 69361 +2738

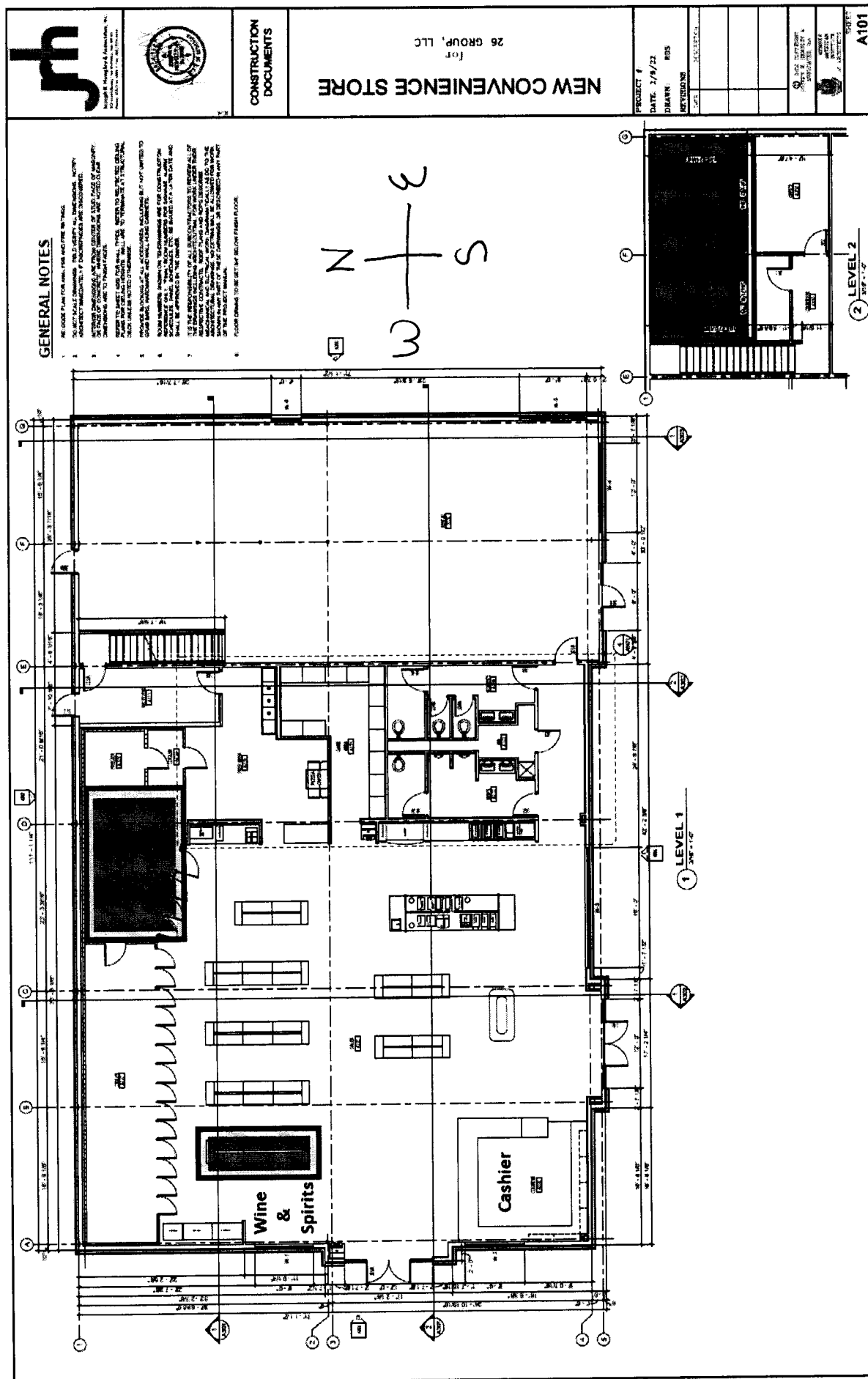
DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 71 x width 112 in feet
Is there a basement? Yes No X If yes, length x width in feet
Is there an outdoor area? Yes No X If yes, length x width in feet
Number of floors of the building 2

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

See attached. The shaded areas indicate where the alcohol will be located for retail sale and backstock storage.



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
see attached				

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

_____ YES ☒ NO

If yes, provide business name and license number _____

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

_____ YES ☒ NO

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

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

_____ YES ☒ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

☒ YES ☐ NO

If yes, list the lender(s) Sandhills State Bank

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

Great Western Bank: Eric Reichert, Katie Pierce

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.

Essential Fuel, LLC 2319 E Overland, Scottsbluff, NE 69361

License #122050

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)

Experience

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

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

x Lease expiration date July 31, 2024
Deed
Purchase Agreement

14. When do you intend to open for business? August 1, 2022

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

16. What are the anticipated hours of operation? 24 hours

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	2021	Minatare, NE	2019	2021
Scottsbluff, NE	2021	current	Scottsbluff, NE	2021	current

If necessary, attach a separate sheet

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

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

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

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

Eric Reichert

Printed Name of **APPLICANT**

State of Nebraska, County of **Scottsbluff**

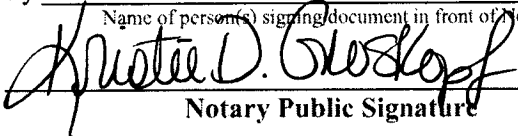
The foregoing instrument was acknowledged before me this

5-11-2022

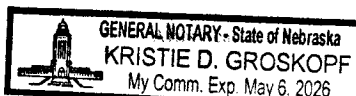
(Date)

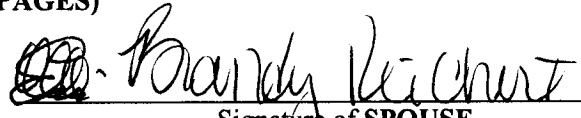
By **Eric Reichert**

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



Notary Public Signature





Signature of **SPOUSE**

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

Brandy Reichert

Printed Name of **SPOUSE**

State of Nebraska, County of **Scottsbluff**

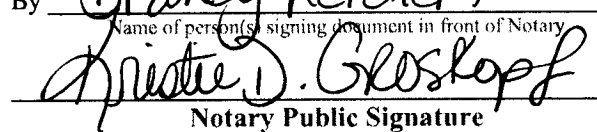
The foregoing instrument was acknowledged before me this

5-11-2022

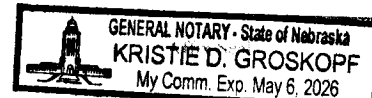
(Date)

By **Brandy Reichert**

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



Notary Public Signature



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

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

Office Use

RECEIVED

MAY 13 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Name of Registered Agent: Eric Reichert

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

Essential Fuel, LLC

LLC Address: 1502 19th Ave

City: Scottsbluff State: NE Zip Code: 69361 + 2738

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

Name of Managing/Contact Member

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

Last Name: Reichert First Name: Eric MI: M

Home Address: 90834 Enterprise Drive City: Scottsbluff

State: NE Zip Code: 69361 + 7503 Home Phone Number: 308-641-7958

Eric Reichert

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska Scottsbluff
County of Scottsbluff

The foregoing instrument was acknowledged before me this

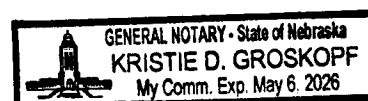
by Eric Reichert
name of person acknowledge

Date

May 11, 2022

Kristie D. Groskopf

Affix Seal



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

Last Name: Reichert First Name: Eric MI: M

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

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 100% 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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: 01/01/2022 Ending Date: 12/31/2022

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

ESSENTIAL FUEL, LLC

Fri May 13 13:00:20 2022

SOS Account Number

1904105380

Status

Active

Principal Office Address1502 19TH AVE
SCOTTSBLUFF, NE 69361
USA**Registered Agent and Office Address**ERIC REICHERT1502 19TH AVENUE
SCOTTSBLUFF, NE 69361**Designated Office Address**1502 19TH AVENUE
SCOTTSBLUFF, NE 69361**Nature of Business**

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Apr 04 2019

Next Report Due Date

Jan 01 2023

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Apr 04 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	May 13 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 23 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

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

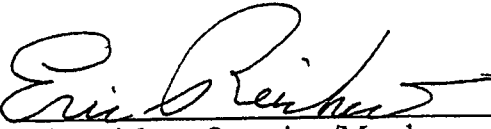
1. **Name:** The name of the Company shall be Essential Fuel, LLC.
2. **Initial Designated Office:** The initial designated office of the Company shall be:

1502 19th Avenue
Scottsbluff, NE 69361

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

Eric Reichert
1502 19th Avenue
Scottsbluff, NE 69361

Dated: March 31, 2019.


Eric Reichert, Organizer/Member

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAY 13 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

MANAGER MUST:

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

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

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

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

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAY 13 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Essential Fuel, LLC

Premise information

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

Premise Trade Name/DBA: Essential Fuel, LLC

Premise Street Address: 814 West 27th Street

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: n/a +4413

Premise Email address: kpierce@eric-inc.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Reichert First Name: Eric MI: M
Home Address: 90834 Enterprise Drive
City: Scottsbluff County: Scottsbluff Zip Code: 69361 +7503
Home Phone Number: 308-641-7958
Driver's License Number & State: NE [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff
Email address: ereichert@eric-inc.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Reichert First Name: Brandy MI: M
Social Security Number: [REDACTED]
Driver's License Number & State: NE [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Billings, MT

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	2021	Minatare, NE	2019	2021
Scottsbluff, NE	2021	current	Scottsbluff, NE	2021	current

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2005	Superior Siding	Shaun Houchin	308-641-1073
2006	current	Self-Employed	Eric Reichert Insulation & Construction, Inc.	308-633-3595

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
see attached				

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):

Essential Fuel, LLC

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

☒ YES ☐ NO

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

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

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Scottsbluff

The foregoing instrument was acknowledged before me this

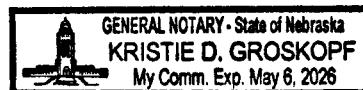
May 11, 2022
date

by

Eric + Brandy Reichert
NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

Affix Seal



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

Conviction Record

Name of Applicant	Date of Conviction	Where Convicted	Description of Charge
Eric Reichert	February 2019		No Fed/State waterfowl stamp
Eric Reichert	July 2017	Harrisburg, NE	Speeding
Eric Reichert	July 2016	Gering, NE	Speeding
Eric Reichert	July 2016	Gering, NE	Driving under suspension
Eric Reichert	June 2016	Gering, NE	Speeding
Eric Reichert	June 2016	Gering, NE	Failure to comply
Eric Reichert	June 2016		Reinstatement
Eric Reichert	April 2015	Gering, NE	Speeding
Eric Reichert	April 2015	Gering, NE	No occupant protection system
Eric Reichert	March 2012		Passing on the right/ no insurance proof
Eric Reichert	March 2010		Shoot wildlife from roadway
Eric Reichert	September 2009		Speeding
Eric Reichert	December 2008		Speeding
Eric Reichert	August 2008		Open container
Eric Reichert	January 2008		Speeding
Eric Reichert	October 2004		Speeding
Brandy Reichert	March 2018	Gering, NE	Speeding
Brandy Reichert	June 2016	Alliance, NE	Speeding
Brandy Reichert	November 2015	Alliance, NE	Speeding
Brandy Reichert	March 2012		Speeding



Business Plan

The redevelopment plan at 814 West 27th Street is to remove all current structures located at the site and replace them with a new +/- 5,000 sq ft imaged building occupied by the company, Essential Fuel, LLC.

Essential Fuel, LLC is a fuel and convenience store that carries the typical convenient items to include: packaged and hot food, packaged and dispensed non-alcoholic beverages, beer, wine and alcohol, and other general merchandise. The alcohol specific items will be housed in two areas: (1) on two eight-foot shelves that will store liquor, wine and warm beer, and (2) a refrigerated section, "The Beer Cave" that will store cold beer, wine coolers and malt liquor.

This location will accommodate for both diesel fuel and gas vehicles by featuring "pure gas" and 10% ethanol blend at the outside fuel islands, in a drive-in configuration. The building will accommodate its customers by providing a co-branded fast-food area, public restrooms, ATM, and Wifi.

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective August 1, 2022, by and between 26 Group, LLC ("Landlord") and Essential Fuel, LLC ("Tenant"). ✓

✓ Landlord is the owner of land and improvements commonly known and numbered as 814 West 27th Street, Scottsbluff, NE 69361 and legally described as follows (the "Building"): LOT 1 BLK 1. WESTERN ADD TO THE CITY OF SCOTTSBLUFF

Landlord makes available for lease a portion of the Building designated as 5,000 SQFT (Convenience Store Portion)

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

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

1. Term

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning August 1, 2022 and ending July 31, 2024. ✓ Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

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

2. Rental

A. Tenant shall pay to Landlord during the Initial Term rental of \$360,000.00 per year, payable in installments of \$30,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 1502 19th Ave. Scottsbluff, NE 69361 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of 0.00.

3. Use

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

4. Sublease and Assignment

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

5. Repairs

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

6. Alterations and Improvements

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

7. Property Taxes

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

8. Insurance

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

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

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

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

9. Utilities

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

10. Signs

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

11. Entry

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

12. Parking

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

13. Building Rules

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

14. Damage and Destruction

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

15. Default

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

16. Quiet Possession

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

17. Condemnation

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

18. Subordination

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

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

19. Security Deposit

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

20. Notice

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

If to Landlord to:

**26 Group, LLC
1502 19th Ave. Scottsbluff, NE 69361**

If to Tenant to:

**Essential Fuel, LLC
1502 19th Ave. Scottsbluff, NE 69361**

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

21. Brokers

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

22. Waiver

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

23. Memorandum of Lease

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

24. Headings

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

25. Successors

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

26. Consent

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

27. Performance

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

28. Compliance with Law

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

29. Final Agreement

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

30. Governing Law

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

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



(Tenant)



(Landlord)

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: 6/16/2022
Re: Application for a Class D (Alcohol Liquor Off Sale) Liquor License Number D-124975, Essential Fuel LLC dba Essential Fuel, 837 W 27th Street, Scottsbluff, Scotts Bluff County, NE. 69361 (D – Alcohol Liquor Off Sale)

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

COMMENTARY

53-132: Section 2

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

I conducted background checks on Eric Reichert and his wife Brandy Reichert as a means to determine their fitness to have and manage a liquor license. Eric Reichert reported the following convictions:

Eight Speeding convictions; Oct. 2004, Jan. 2008, Dec. 2008, Sept. 2009, April 2015, June 2016, July 2016, and July 2017. Open Alcohol Container in August 2008, Shoot Wildlife from Roadway March 2010, Passing on the Right, No Proof of Insurance March 2012, and No Federal or State Waterfowl Stamp Feb. 2019.

Brandy Reichert reported four Speeding convictions; March 2012, Nov. 2015, June 2016, and March 2018.

While the accumulation of convictions reported by Eric is considerable, they do not disqualify him from obtaining a Nebraska Liquor License or being the manager. Additionally, Eric owns and is the manager of the East Overland Essential Fuels store. In checking the history of that store there have not been any violations in the two and a half years it has been opened.

On Wednesday, June 15, 2022, at 2:00 P. M., the City of Scottsbluff Liquor License Holders Investigatory Board (LLHIB) convened to meet with Eric Reichert to discuss the West 27th ST. Essential Fuel liquor license application. Eric explained that a trusted East Overland store employee will manage the 27th St store and be in charge of the day-to-day operations. The LLHIB approved Eric and the Essential Fuels Liquor License but could not formally take action because there was not a quorum.

(B) The applicant can conform to all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

Eric explained that the W. 27th St. Essential Fuel will have the same policies and procedures as the current East Overland Store. Eric stated that the point-of-sale registers interrupt the sale of alcohol and require the clerk to scan a driver's license. Eric said that the clerk can bypass this feature, but they are encouraged to scan the license of any customer that looks under 30 years of age. Eric said that the store does have video cameras that monitor the activities inside the store. Eric said that the alcohol overstock will be kept in a would near the manager's office. Eric added that any employee that would sell alcohol to a minor would be terminated.

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

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

Eric told us that the new store manager will be responsible for the day-to-day operation, including ordering and inventorying the alcohol, and has experience in retail alcohol sales.

The West 27th St., Essential Fuels is a new convenience store that is applying for a license for offsite alcohol sales only.

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

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

The establishment will be opened seven days a week 24 hours a day, and 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 837 West 27th Street Scottsbluff, NE. It is a Convenience Store that will attract customers at all hours. Its location is easily accessible and convenient for customers. I would not anticipate any issues with the location.

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

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

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

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

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

EXHIBIT IV

Memo

Date: June 20, 2022

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

Re: Essential Fuel, LLC d/b/a Essential Fuel, 814 W. 27th Street, Scottsbluff, NE 69361.

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

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

Class of License

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

Class A Licenses

Restaurants

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

Total Class A Licenses 1

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and
Burgers (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway
2621 5th Avenue

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern
Bob's Garage & Bar
RSK Frontside, LLC dba Frontside
Racks Sports Bar, LLC (Catering)

20 West 18th Street
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 13

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
Shortstop d/b/a Grass Retail, LLC
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)

1401 Frontage Rd.

Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

16

3322 Avenue I

CLASS I LICENSES

Restaurants

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

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

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis

1722 Broadway

TOTAL CLASS IB LICENSES

1

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES

1

Class W Licenses

Wholesale

High Plains Budweiser

2810 Ave M

TOTAL CLASS W LICENSES

1

Class Z Licenses

Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES

1

TOTAL LICENSES	
Class A	1
Class B	0
Class C	13
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	46

Memo

Exhibit V

Date: May 17th, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer & Elizabeth Loutzenhiser
Re: Class "D" Liquor License Application
Essential Fuel, LLC
814 W. 27th St.
Scottsbluff, NE 69361

Action:

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

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 814 W. 27th St. is situated in a C-2 (Neighborhood & Retail Commercial) zoning district where convenient stores with dispensing gasoline are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the east, south, and west are zoned C-2 (Neighborhood & Retail Commercial). The property to the north is zoned R-1a (Single-Family). The property situated south/west of the intersection is M-1 (Light Manufacturing and Industrial).
- (2) The off-street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The building is 7,880 square feet. The occupancy will need access to at least 16 off street parking spaces as required by ordinance. The site plans confirm they meet the required parking spaces. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with a C-2 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,417 per 2020 census.

Kimberley Wright

From: Frederick, Kim <Kim.Frederick@nebraska.gov>
Sent: Wednesday, June 15, 2022 12:38 PM
To: Kimberley Wright
Subject: FW: 124975 Essential Fuel
Attachments: 2200006190_Redacted.pdf; RECEIPT 124975 Essential Fuel.pdf; LOCAL REPORT 124975 Essential Fuel.pdf

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This updated address information was sent to me by the applicant for this location.

INCORRECT

814 W 27th Street
Scottsbluff, NE 69361

CORRECT

837 27th Street
Scottsbluff, NE 69361

From: Frederick, Kim
Sent: Tuesday, May 17, 2022 9:46 AM
To: kwright@scottsbluff.org
Subject: 124975 Essential Fuel

Kim Frederick

Licensing Division
Nebraska Liquor Control Commission
301 Centennial Mall South
Lincoln, NE 68509
kim.frederick@nebraska.gov
(402) 471-4885
(402) 471-2814 (Fax)
<https://lcc.nebraska.gov>