

City of Scottsbluff, Nebraska

Monday, August 1, 2022

Regular Meeting

Item Pub. Hear.3

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 C Liquor License for BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: August 1, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License application from BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th 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 BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th 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 ☐

BR Entertainment, LLC
c/o Benjamin Rodriguez III
2201 Kingsgate Road
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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

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

License
Class: C

License Number:

125088

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JUL 06 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Office Use Only

NEW REPLACING 086794

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 BR ENTERTAINMENT, LLC

TRADE (DBA) NAME HGH TS TAV ERN

PREVIOUS TRADE (DBA) NAME N/A


CONTACT NAME AND PHONE NUMBER BEN JAMN RODRIGUEZ, III 308 631 4005

CONTACT EMAIL ADDRESS jrodriguez@accsinc.net

Chem hx
CTG

11-1-2023

Atty

<p>7/6/22 PayPort \$400- 7/6/22</p>	 2200007871
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PAGE 1

**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 BRENDAN J. RICE Phone Number 308.635.5000

Firm Name HOLYOKE, SNYDER, LONGORIA, REICHERT & RICE, PC, LLO

Email address BJR@PANHANDLEJUSTICE.COM

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

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PREMISES INFORMATION

Trade Name (doing business as) HIGHT'S TAVERN

Street Address 20 W. 18TH STREET

City SCOTTSBLUFF County SCOTTS BLUFF 21 Zip Code 69361 + 2430

Premises Telephone number 308.632.6555

Business e-mail address n/a

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 BR ENTERTAINMENT, LLC

Street Address 2201 KINGSGATE ROAD

City SCOTTSBLUFF State NE Zip Code 69361 + 4824

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

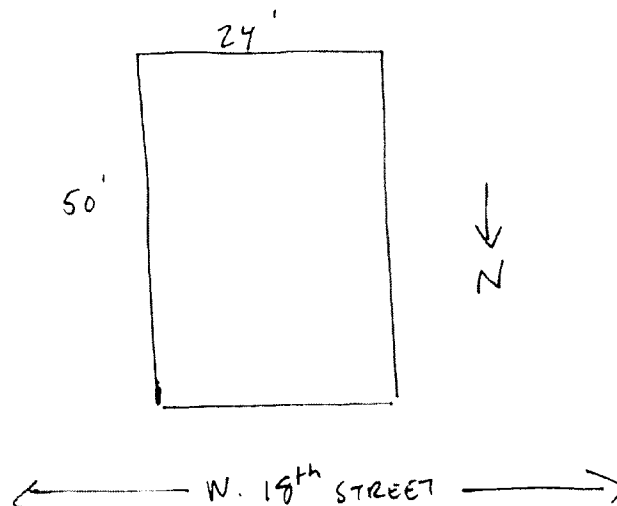
Building length 50 x width 24 in feet

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 1

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



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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
Benjamin Rodriguez, III	12/19/2005	Scottsbluff, NE	DUI	12 Month Probation, Court Costs
Benjamin DM Rodriguez V	12/12/2017	Chadron, NE	Speeding	Waiver & paid fines

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 Hight's Tavern Inc., Lic. # 086794

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

☒ YES ☐ NO

If yes, give name of business and liquor license number Hight's Tavern Inc., Lic. # 086794

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 ☒

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

☒ YES ☐ NO

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

Benjamin Rodriguez, III; and Benjamin DM Rodriguez V, Platte Valley Bank

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

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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 Approximately July 10, 2023

Deed

Purchase Agreement

14. When do you intend to open for business? Upon issuance of Temporary Operating Permit

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

16. What are the anticipated hours of operation? MONDAY - SATURDAY 10:00 AM - 1:00 AM. CLOSED SUNDAY

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Benjamin Rodriguez III, Scottsbluff, NE	1998	2022	Juanita Rodriguez, Scottsbluff, NE	1998	2022
Benjamin DM Rodriguez IV, Scottsbluff NE	1998	2022	N/A		

If necessary, attach a separate sheet

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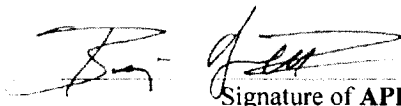
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY

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**
(The notary public must be present at the time of the signature)

Benjamin Rodriguez III

Printed Name of **APPLICANT**

State of Nebraska, County of **Scotts Bluff**

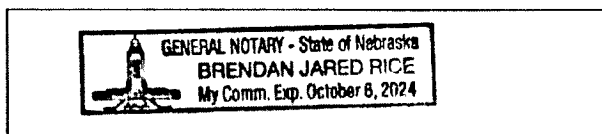
The foregoing instrument was acknowledged before me this

7/5/2022

(Date)

By **Benjamin Rodriguez III**






Signature of **SPOUSE**
(The notary public must be present at the time of the signature)

JUANITA RODRIGUEZ

Printed Name of **SPOUSE**

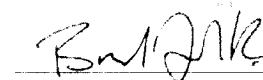
State of Nebraska, County of **SCOTT BLUFF**

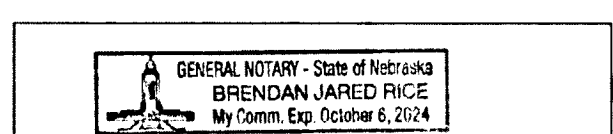
The foregoing instrument was acknowledged before me this

7/5/2022

(Date)

By **JUANITA RODRIGUEZ**





PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE –

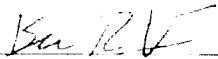
PLEASE READ CAREFULLY

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**

(Signature must be made in the presence of the Notary Public.)

Benjamin DM Rodriguez V

Printed Name of **APPLICANT**

State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this

7/5/2022
(Date)

By **Benjamin DM Rodriguez V**





Signature of **SPOUSE**

(Signature must be made in the presence of the Notary Public.)

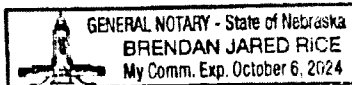
Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By _____



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

Last Name: RODRIGUEZ, III First Name: BENJAMIN MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): JUANITA RODRIGUEZ
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 75%

Last Name: RODRIGUEZ V First Name: BENJAMIN MI: DM
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership 25%

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

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

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

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: JANUARY Ending Date: DECEMBER

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

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

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Nebraska Secretary of State

BR ENTERTAINMENT, LLC

Fri Jul 8 12:41:33 2022

SOS Account Number

2205119253

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

BENJAMIN RODRIGUEZ III

2201 KINGSGATE ROAD

SCOTTSBLUFF, NE 69361

Designated Office Address

2201 KINGSGATE ROAD

SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 19 2022

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for BR ENTERTAINMENT, 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	May 19 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jun 30 2022	\$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.

**CERTIFICATE OF ORGANIZATION
OF
BR ENTERTAINMENT, LLC**

NAME: The name of the limited liability company is **BR Entertainment, LLC**.

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

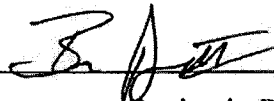
PURPOSES: The purposes for which the limited liability company is organized are to acquire, use, buy, lease, sell and exchange in any lawful manner real and/or personal property or any interest therein; and the transaction of any and all lawful business for which limited liability companies may be formed 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: 2201 Kingsgate Road, Scottsbluff, NE 69361.

AGENT FOR SERVICE OF PROCESS: The name and address of the initial agent for service of process in this state are: Benjamin Rodriguez III, 2201 Kingsgate Road, Scottsbluff, NE 69361.

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

DATED: 5/11, 2022.



Benjamin Rodriguez III

**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

JUL 06 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

Form 103
Rev July 2018
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**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

JUL 06 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: **BR ENTERTAINMENT, LLC**

Premise information

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

Premise Trade Name/DBA: **HIGHT'S TAVERN**

Premise Street Address: **20 W. 18TH STREET**

City: **SCOTTSBLUFF** County: **SCOTTS BLUFF** Zip Code: **69361** ^t243D

Premise Phone Number: **3086326555**

Premise Email address: **n/a**

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)

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

JUL 06 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: **BENJAMIN RODRIGUEZ, III**

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

BR ENTERTAINMENT, LLC

LLC Address: **2201 KINGSGATE ROAD**

City: **SCOTTSBLUFF** State: **NE** Zip Code: **69361 +4824**

LLC Phone Number: _____ LLC Fax Number: **N/A**

Name of Managing/Contact Member

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

Last Name: **RODRIGUEZ, III** First Name: **BENJAMIN** MI: _____

Home Address: **2201 KINGSGATE ROAD** City: **SCOTTSBLUFF**

State: **NE** Zip Code: **69361 +4824** Home Phone Number: **3086312285**



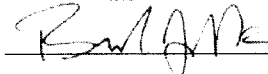
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of **SCOTTS BLUFF**

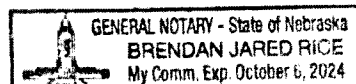
July 5th 2022
Date



The foregoing instrument was acknowledged before me this

by **BENJAMIN RODRIGUEZ III**
name of person acknowledge

Affix Seal



Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: RODRIGUEZ III First Name: BENJAMIN MI: _____
Home Address: 2201 KINGSGATE ROAD
City: SCOTTSBLUFF County: SCOTTS BLUFF Zip Code: 69361 +4824
Home Phone Number: 3086312285
Driver's License Number & State: NE [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: SCOTTSBLUFF, NE
Email address: jrodriguez@accsinc.net

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: RODRIGUEZ First Name: JUANITA MI: _____
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED] NE
Date Of Birth: [REDACTED] Place Of Birth: SCOTTSBLUFF, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
SCOTTSBLUFF NE	1998	2022	SCOTTSBLUFF, NE	1998	2022

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1996	2022	SELF EMPLOYED		

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
Benjamin Rodriguez III	12/19/2005	SCOTTSBLUFF, NE	DUI	12 MONTHS PROBATION, COURT COSTS

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: **BENJAMIN RODRIGUEZ III**

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Benjamin Rodriguez III	06/2022	TIPS TRAINING

*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. (See §53-131.01) Nebraska Liquor Control Act.

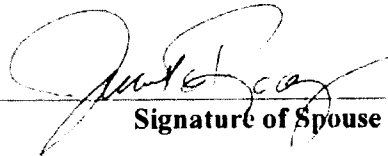
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action 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 SCOTTS BLUFF

The foregoing instrument was acknowledged before me this

July 5, 2022

date

by

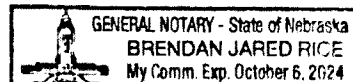
Benjamin Rodriguez III & Juanita Rodriguez

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.

HIGHT'S TAVERN

BUSINESS PLAN

EXECUTIVE SUMMARY

- Hight's Tavern is a local establishment that has been in the community for 40 years. It is a full service bar and also provides carry-out liquor. We plan to continue the legacy of this establishment and maintain the integrity of this business as it is a turnkey operation. Hight's serves an iconic hamburger as well as snack items. Included in this document are the company profile, operations, human resources management, personnel management, and outside assistance.

COMPANY PROFILE

- Hight's Tavern has been a family-owned and operated business for the past 40 years. It was originally started by the Hight family, and their children have continued the legacy as an LLC. Hight's Tavern will be a Limited Liability Corporation (LLC). Benjamin Rodriguez, III, will have 75% ownership, and Benjamin D.M. Rodriguez, V, will have 25% ownership. Our mission is to continue the legacy as a welcoming family-owned business providing excellent service to those we serve. Our motto is, "Your friends are already here!" The business will continue practices that have been successful. "If it's not broke, don't fix it." Hight's will maintain the same staff structure and will provide taps and liquor from local and regional distributors with the goal of providing alcoholic beverages to persons over the age of 21, as well as a limited food and snack menu.

OPERATIONS

- Hight's is located at 20 W 18th Street, Scottsbluff NE 69361 in the downtown business district within the heart of Scottsbluff.
- Hight's will be open Monday through Saturday from 10 a.m. to 1 a.m.
- There are no improvements or renovations needed for this well-established business. All equipment and furniture will remain intact.
- Hight's will utilize standard employment forms such as W-4, and invoices as provided by distributors.
- QuickBooks will be utilized for bookkeeping purposes and Contryman Associates, P.C. will serve as our accounting firm.

HUMAN RESOURCES MANAGEMENT

- Day-to-day activities will be managed by Benjamin D.M. Rodriguez, V (manager/owner) and oversight by Benjamin Rodriguez, III (president/owner). Hands-on training with previous owners will be done to eliminate any gaps in service and adherence to temporary liquor license until license is obtained by new owners.
- There will be a total of five (5) employees, which include Benjamin D.M. Rodriguez, V (manager) and four (4) bartenders. Three of the bartenders are currently employed by Hight's, one for eleven (11) years, one for eight (8) years, and one for two (2) years. The three established bartenders will continue to work the evening hours. The new bartender will work the day shift and will be trained by existing bartenders and float as needed. This has been the existing structure for 40 years. We are a small community and if we need to replace an existing bartender we will recruit from local bartenders with established knowledge.

OUTSIDE ASSISTANCE

- Spencer Rein with our local Nebraska Business Development Center (NBDC) was utilized in developing a brief business plan along with a three-year (FY2023 through FY2025) original budget forecast.
- Dan Charron of Contryman Associates, P.C., is providing tax/accounting services.
- Brendan Rice, attorney, is providing legal counsel for the existing owners as well as the new owners. He is also establishing the legal names for the Limited Liability Company for business and property, and liquor permit and licensing.
- Kristy Petersen, VP/Commercial Loan Officer with Platte Valley Bank, is assisting us in securing our funding.
- The current owners of Hight's Tavern will provide training, resources, and temporary liquor permit for seamless transition of ownership.

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement ("Addendum") is made this 8th day of July, 2022, by and between, **Kathleen Sue Debus, Julianne Heilbrun, and William Hight** ("LESSOR") and **BR Entertainment, LLC, a Nebraska limited liability company** ("LESSEE")

WITNESSETH:

WHEREAS the parties hereto have previously entered into a lease agreement governing the lease of real estate located at 20 W 18th Street, Scottsbluff, Scotts Bluff County, Nebraska;

WHEREAS, the parties hereto desire to amend the term of such lease agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. MODIFICATION OF TERM OF LEASE: The lease term is hereby modified to provide for termination on November 1, 2023.
2. RATIFICATION. All other terms of the Lease, including the option to purchase and automatic renewal provisions, are hereby ratified to the extent such provisions are not contrary to the terms set forth in this Addendum.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Addendum as of the date first set forth above.

Kathleen S. Debus
Kathleen Sue Debus

Julianne Heilbrun
Julianne Heilbrun

William Hight
William Hight

BR Entertainment, LLC

✓ Benjamin Rodriguez, III
Benjamin Rodriguez, III President

SCHEDULE 1.2.3.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this ____ day of _____, 2022, by and between **Julianne Heilbrun, Kathleen Sue Debus, and William Hight** ("LESSOR") and **BR Entertainment, LLC, a Nebraska limited liability company**, ("LESSEE").

W I T N E S S E T H

WHEREAS, LESSOR and LESSEE have reached an understanding with respect to the lease by LESSEE of a building as hereinafter described.

NOW, THEREFORE, in consideration of the foregoing premise and the mutual covenants hereinafter set forth, it is agreed as follows:

1. LEASE. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR on the terms and conditions set forth herein the building located on the real estate described as The East 23.8 feet of the West 60 feet of Lot 18, Block 3, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, and referred to herein as the "Premises".

2. TERM. The term of the Lease shall be for one (1) year. The term shall commence on the Closing of that certain Purchase Agreement between Hight's Tavern, Inc., a Nebraska Corporation, and BR Entertainment, LLC, a Nebraska limited liability company.

3. RENT. LESSEE will pay to LESSOR as rent the sum of \$500.00 per month. Rent shall be payable in monthly installments. Monthly installments of rent shall be paid in advance and will be due on or before the first (1st) day of each month and shall be delinquent on the fifth (5th) day of each month. In the event the term commences on a day other than the first (1st) day of a calendar month, rent in respect of the first month shall be prorated on a daily basis from the date of commencement of the term, such rent to be due on the first (1st) day of the term and delinquent on the fifth (5th) day.

4. USE OF THE PREMISES. LESSEE will use and occupy the Premises to conduct the business of a bar. Such use shall be in compliance with all applicable laws, ordinances, rules and regulations including operating policies adopted by LESSOR. LESSEE will not use or permit on the Premises anything that will invalidate any policies of insurance now or hereafter carried or increase the cost of insurance thereon. Additionally, LESSEE will not cause or permit any conduct, noise or odor which would reasonably be objectionable.

5. UTILITIES. LESSEE will pay all utilities servicing the Premises.

6. REPAIRS AND MAINTENANCE.

A. LESSOR will, at its expense, maintain the Premises, keep it in a state of good repair (including replacements) based on normal use, wear and tear. LESSOR shall be responsible for and shall pay for replacement of the heating system, air conditioning system and other similar fixtures and improvements as needed.

B. In the event of damage or destruction to the Premises caused by fire or other casualty, to the extent rendering the Premises unusable for the use described in paragraph five (5), LESSOR may elect to repair, restore or rebuild the Premises as necessary to place it in the same or better condition as it existed immediately prior to such damage or destruction, or terminate the lease as of the date of such damage or destruction (any unearned rent prorated on a daily basis to be refunded). If LESSOR elects to repair, restore or rebuild, the rent shall abate prorated on a daily basis until the Premises are again occupiable by LESSEE. If the Premises are partially usable, LESSEE will continue to pay rent in a reduced amount based on the percentage of usability as negotiated by the parties.

C. Upon the expiration of the term of this Lease if it is not renewed, LESSEE will bear the cost of repairing any damage caused by removal of any fixtures or equipment so that the Premises will be restored to a useable condition, subject to normal use, wear and tear. Repairs will be performed by LESSOR with the cost thereof billed to LESSEE, the amount to be due within thirty (30) days of the date of the bill.

7. ALTERATIONS, MODIFICATIONS AND REDECORATING.

A. Alterations. LESSEE may not make alterations to the Premises without the written consent of the LESSOR being first obtained. All expenses for alterations shall be paid by LESSEE.

B. Modifications. In the event that modifications to the Premises are necessary to accommodate fixtures and equipment needed by LESSEE:

(1) Modifications will be made only after obtaining the written consent of LESSOR;

(2) The cost of modifications will be paid by LESSEE; and

(3) On the expiration of the term, if this Lease is not renewed, LESSEE will bear the cost of restoring the Premises to its original condition prior to such modifications.

8. INSURANCE AND LIABILITY.

A. Hazard Insurance. LESSOR will procure and keep in force at its expense, hazard insurance covering the Premises and the Building. LESSEE will procure and keep in force at its expense any insurance it deems appropriate covering personal property owned by LESSEE and located on the Premises. LESSOR shall have no liability or responsibility in connection with such personal property. Each party hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to a limitation that this waiver shall apply only when permitted by the applicable policies of insurance.

B. Liability Insurance. LESSEE will procure at its expense and keep in force liability insurance in connection with injury or death to persons occurring on the Premises in an amount not less than \$1,000,000.00. LESSEE will furnish LESSOR with evidence of such insurance annually. In this connection, LESSEE hereby indemnifies LESSOR and agrees to hold it harmless from any and all cost, expense and liability for injury or death to any persons arising

from or in any way connected with LESSEE's use of the Premises, except for liability, injury or death caused by LESSOR's negligence or intentional act.

C. Services. LESSOR shall not be liable to LESSEE for any damage occasioned by the stoppage or interruption of any service to be furnished by LESSOR hereunder or caused by riot, strike, act of God, accident or by any other cause over which LESSOR has no reasonable control.

D. General Indemnification. LESSEE hereby indemnifies LESSOR and agrees to hold it harmless with respect to any and all suits, claims, demands, judgments, costs and expenses arising from or in any way connected with LESSEE's use and occupancy of the Premises, except for liability, injury or death caused by LESSOR's negligence or intentional act.

9. OPTION TO PURCHASE. LESSOR hereby grants LESSEE the option to purchase the Premises on the following terms and conditions:

A. LESSEE may elect to purchase, at any time, the Premises by providing written notice exercising the option to purchase to LESSOR.

B. Exercise. This option to purchase shall be exercised by LESSEE by written notice thereof from LESSEE to LESSOR sent by United States certified mail, return receipt requested. The option may be exercised at any time during the term of this Lease

C. Purchase Price. The purchase price shall be \$35,000.00 The cash price shall be paid in immediately available funds at closing. The LESSEE shall be entitled to receive a credit against the purchase price for all leased payments made hereunder.

D. Deed. LESSOR shall deliver to Lessees at the time of closing a warranty deed in the proper form for recordation, such deed to be duly executed and acknowledged so as to convey the Premises to LESSEE free and clear of all liens and encumbrances except such secured indebtedness and subject only to easements, restrictions, conditions, limitations and covenants of record.

E. Prorated Items. Real estate taxes on the Premises shall be prorated between LESSOR and Lessees as of the date of closing.

F. Title Insurance. At the time of exercising the option granted herein, LESSEE will procure a commitment for title insurance in the amount of the purchase price. LESSEE will have ten (10) days to have the commitment examined for defects. Any defects in title (determined in accordance with the Nebraska State Bar Association title standards) shall be corrected by LESSOR at his expense. The cost of title insurance will be paid one-half by LESSEE and one-half by LESSOR.

G. Expenses. The expenses of the sale not otherwise dealt with herein shall be paid as follows:

(1) LESSOR will pay the real estate transfer tax, one-half (½) and one-half (½) of the legal expense for the documents referenced herein and the closing.

(2) LESSEE shall pay for the recording of the deed, one-half (½) any opinion on the title insurance commitment and one-half (½) of the legal and closing expense.

H. No Warranty. LESSEE acknowledges that the exercise of the option to purchase granted herein and the purchase will be based on LESSEE'S inspection of the Premises and not upon any express or implied warranty or representation made by LESSOR or LESSOR's agents.

I. Closing. Closing shall occur at a location to be agreed upon by the parties as soon as conveniently possible after the exercise of the option but in no event more than 45 days after exercise of the option.

10. DEFAULT AND TERMINATION.

A. In the event LESSEE:

(1) Fails or refuses to perform any of its obligations or breaches any covenant or agreement contained herein;

(2) Has its leasehold interest levied on pursuant to any execution or files (or has filed against it) any proceeding under the Bankruptcy Act; or

(3) Abandons or voluntarily vacates the Premises;

Then LESSOR may terminate this Lease effective thirty (30) days after notice of termination to LESSEE. Upon termination, LESSOR shall have all rights available under law with respect to the removal of LESSEE from the Premises and collection of unpaid rent. Upon termination, LESSEE will at once surrender possession of the Premises to LESSOR and remove all personal property from the Premises. If LESSEE fails to remove such property, LESSOR may remove and store the same without liability and at LESSEE's expense.

B. In the event LESSOR fails or refuses to perform any of its obligations hereunder, LESSEE may pursue any remedy available at law or in equity.

C. With respect to all time frames contained in this Lease, time shall be deemed to be of the essence.

11. ASSIGNMENT AND SUBLEASING. LESSEE may assign this lease and LESSEE'S option to purchase at any time without the consent of LESSOR.

12. MISCELLANEOUS.

A. Waiver of any failure or refusal to perform hereunder shall not be deemed to be a waiver in connection with any subsequent failure or refusal.

B. The use of any pronoun herein shall be deemed to include all genders.

C. All agreements and understandings between the parties are set forth in this Agreement, and neither party shall rely upon any statement or representation not contained herein.

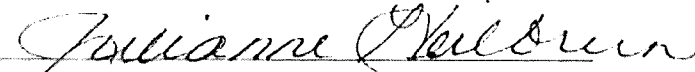
D. Any change, amendment or modification in this Agreement shall be in writing and shall be signed by both parties.


E. This Lease shall extend to and shall be binding upon the heirs, personal representatives, successors and assigns of both parties.

F. All notices provided for herein shall be in writing and shall be mailed by United States first class mail, certified, return receipt requested, to the last known business address of the recipient. Notices shall be deemed to have been given on the date of postmark on the sender's certified mail receipt.

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

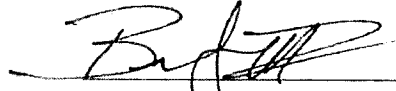
LESSOR:


Julianne Heilbrun


Kathleen Sue Debus


William Hight

BR Entertainment, LLC, LESSEE:


Benjamin Rodriguez III

SCHEDULE 1.2.4

Hight's Tavern, Inc. Alcohol Inventory

Beer

Description	Quantity/Case Count	Unit Cost	Total Cost
Budweiser Cans	3	\$23.80	\$71.40
Budweiser Bottles	3	\$25.75	\$77.25
Bud Light Cans	3.5	\$23.80	\$83.30
Bud Light Bottles	10	\$25.75	\$257.50
Michelob Ultra Bottles	7	\$29.45	\$206.15
Corona Bottles	1	\$29.35	\$29.35
Modelo Bottles	2.5	\$28.85	\$72.13
Coors Bottles	0.5	\$25.75	\$12.88
Coors Light Bottles	3.5	\$25.75	\$90.13
Miller Light Bottles	7	\$25.75	\$180.25
Blue Moon Bottles	0.5	\$27.00	\$13.50
Kona Brewing - Kona Wave Bottles	1.5	\$28.50	\$42.75
Angry Orchard (6 pack)	1	\$33.00	\$33.00
Zipline - NE Brew Cans	0.5	\$33.00	\$16.50
New Belgium 1554 Bottles (6 pack)	1	\$30.00	\$30.00
Sam Adams Bottles	0.75	\$29.00	\$21.75
Pabst Cans	2	\$18.35	\$36.70
Zipline - Daaang! Cans	0.5	\$37.50	\$18.75
Budlight Chelada Can	1	\$39.80	\$39.80
Busch Light Can	4.5	\$25.15	\$113.18
Bud Light Next Can	0.5	\$27.75	\$13.88
Breckenridge Brew - Vanilla Porter Bottles	0.5	\$30.45	\$15.23
Leinenkugel Peach Cans	0.5	\$27.00	\$13.50
Miller 64	2	\$25.75	\$51.50
Kinkader Tropicale (4 pack)	1		\$0.00
Kinkader Snozzberry	1	\$41.50	\$41.50
Kros Strain Fair Nectar	0.5	\$43.00	\$21.50
Dos Equis	0.5	\$21.50	\$10.75
Whiteclaw	4	\$31.50	\$126.00
Mikes Hard Lemonade	2	\$30.50	\$61.00
Budweiser (keg)	1	\$128.00	\$128.00
Bud Light (keg)	3	\$128.00	\$384.00
Mtn Standard Keg	0.5	\$82.00	\$41.00
Leinenkugel Juicy Peach	0.5	\$27.00	\$13.50

Liquor Inventory

Description	Quantity/Case Count	Unit Cost	Total Cost
--------------------	--------------------------------	------------------	-----------------------

J&B Scotch Liter	7	\$28.70	\$200.90
Dewars Scotch Liter	7	\$25.53	\$178.71
Johnnie Walker Red Liter	3	\$28.25	\$84.75
Presidente Litre	4	\$19.25	\$77.00
Carolans Irish Cream 750 ml	6	\$16.67	\$100.02
Chivas Liters	2	\$34.50	\$69.00
Kahlua Liter	4	\$26.73	\$106.92
DeKuyper Crème de Cacao (750 ml)	1	\$12.00	\$12.00
Chamboard 750 ml	1	\$21.00	\$21.00
Bushmill Liter	6	\$24.35	\$146.10
Fireball Liter	8	\$18.32	\$146.56
Doc McGillicuddy Liter	9	\$16.42	\$147.78
DeKuyper Peppermint Schnapps Liter	1	\$13.23	\$13.23
Rumpleminze Liter	7	\$27.47	\$192.29
DeKuyper Pucker Liter	16	\$12.53	\$200.48
Screwball 750	2	\$20.25	\$40.50
Jager Liter	3	\$27.50	\$82.50
Mr Boston Peach Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Rootbeer Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Hot Damn Liter	3	\$13.23	\$39.69
Mr Boston Triple Sec Liter	7	\$11.49	\$80.43
Bacardi Pints	11	\$5.94	\$65.34
Bacardi Liters	5	\$19.00	\$95.00
Captain Morgan Liters	9	\$19.34	\$174.06
Malibu Liter	7	\$16.00	\$112.00
RumChata 750	2	\$26.98	\$53.96
Smirnoff Vodka Liter	3	\$16.31	\$48.93
Absolute Vodka Liter	12	\$27.12	\$325.44
Tanqueray Gin Liter	3	\$27.54	\$82.62
Bombay Gin Liter	5	\$27.65	\$138.25
Rico Bay Rum Liter	2	\$8.50	\$17.00
Aristocrat Whiskey Liter	8	\$8.50	\$68.00
Aristocrat Gin Liter	2	\$8.50	\$17.00
Aristocrat Tequila Liter	3	\$8.50	\$25.50
Skol Vodka Pint	6	\$5.75	\$34.50
Aristocrat Vodka Liter	7	\$8.50	\$59.50
Sveda Vodka 750 ml	5	\$15.07	\$75.35
Stolichnya Vodka Liter	4	\$26.42	\$105.68
Midori Liter	1	\$27.67	\$27.67
Grey Goose Vodka Liter	4	\$32.15	\$128.60
Titos Vodka Liter	9	\$23.92	\$215.28
Tequila Rose Liter	2	\$20.73	\$41.46
Pendelton Liters	7	\$26.67	\$186.69

Hight's/Rodriguez Asset Purchase Agreement v 4

Wild Turkey Liters	14	\$29.42	\$411.88
Jack Daniels Liters	5	\$19.42	\$97.10
Jack Fire Liters	12	\$29.40	\$352.80
Jim Beam Liters	5	\$27.00	\$135.00
CLC Pints	28	\$4.58	\$128.24
CLC Liters	9	\$10.32	\$92.88
Souther Comfort Liters	5	\$20.30	\$101.50
Crown Royal Liters	1	\$31.49	\$31.49
Crown Peach Liters	2	\$24.74	\$49.48
Crown Caramel Liter	9	\$24.74	\$222.66
Yukon Jack Liter	11	\$19.42	\$213.62
Black Velvet Liter	6	\$12.13	\$72.78
Windsor Liter	1	\$13.50	\$13.50
CC Liter	3	\$17.32	\$51.96
Foxe Liter	4	\$7.42	\$29.68
Seagram VO Liter	3	\$17.50	\$52.50
Seagram 7 Liter	5	\$19.25	\$96.25
Patron Silver 750 ml	2	\$38.25	\$76.50
Hornitas Liters	3	\$33.48	\$100.44
Jose Quervo Liters	16	\$19.92	\$318.72
Jameson Liters	4	\$30.59	\$122.36
DeKuyper Butterscotch Schnapps Liters	2	\$12.95	\$25.90
DeKuyper Blue Caracoa Liter	2	\$12.00	\$24.00
Sutter Home Wine (4 pack)	64	\$2.00	\$128.00
Vella Boxed Wine (5 liter boxes)	3	\$13.23	\$39.69
Pickle Shot Pickle Vodka 750 ml	5	\$13.30	\$66.50
UV Vodka Liters	12	\$14.20	\$170.40
Sugarland Sine Apple Pie Moonshine 750 ml	5	\$16.50	\$82.50
Shanky's Whip 750 ml	3	\$20.25	\$60.75
1800 Tequila	4	\$27.36	\$109.44
TOTAL ALL LIQUOR/BEER	539.75	\$2,621.87	\$9,963.19

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 72010074

7/6/2022 02:39 PM

Status: **APPROVED**

Customer Name: Brendan J Rice

Type: Visa

Credit Card Number: **** * 7336

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	71866038	\$400.00

Applicant Name:: **BR Entertainment LLC**Trade Name (DBA):: **Hight's Tavern**Address:: **20 W 18th Street**City:: **Scottsbluff**State:: **NE**Zip Code:: **69361**Phone Number:: **3086312285**Email Address:: **jrodriguez@accsinc.net**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made this 26th day of July, 2022, by and between **Hight's Tavern, Inc., a Nebraska corporation** (hereafter, "Hight's"), **Julianne Heilbrun, Kathleen Sue Debus, and William Hight** (hereafter, "Real Estate Owners") (collectively referred to as the "Sellers") and **BR Entertainment, LLC, a Nebraska limited liability company**, (hereafter, the "Buyer").

WITNESSETH:

WHEREAS, Hight's is a licensed bar operating in Scottsbluff, Scotts Bluff County, Nebraska, more specifically at 20 W. 18th Street, Scottsbluff, Nebraska, legally described as the East 23.8 feet of the West 60 feet of Lot 18, Block 3, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (hereafter, the "Real Estate");

WHEREAS, Julianne Heilbrun and Kathleen Sue Debus (hereafter, "Hight's Owners") own one-hundred percent of the issued and outstanding shares of Hight's;

WHEREAS, the Real Estate is owned by the Real Estate Owners;

WHEREAS, BR Entertainment, LLC, (hereafter, "Hight's Purchaser") desires to buy the X Equipment, Goodwill, General Intangibles, Alcohol, and the Covenant, as defined herein from the Hight's Owners;

WHEREAS, Real Estate Owners desire to lease the Real Estate to Buyers with an assignable option to purchase;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follow:

1. ACQUISITION:

1.1. **Nature of Transaction:** Subject to the terms and conditions of this Agreement, at the Closing, Buyer will purchase and acquire from Sellers good and marketable title to the Acquired Assets (as defined in Section 1.2 hereinbelow), subject to certain liabilities as hereinafter specified, if any.

1.2. **Acquired Assets:** The Acquired Assets shall consist solely of the following assets of the Sellers:

1.2.1. The equipment and personal property (hereafter, the "Equipment") used within the trade and business of the Corporation, as identified on Schedule 1.2.1, attached hereto and incorporated herein.

1.2.2. The goodwill and reputation of Hight's and of the Sellers collectively with respect to Hight's and the Sellers' business; all right, title, and ownership that Hight's or any individual Seller(s) may have in Hight's name (hereafter, the "Goodwill") along with the phone numbers, websites, proprietary technology, systems, and processes of Hight's as identified on Schedule 1.2.2, attached hereto and incorporated herein by this reference (hereafter, the "General Intangibles").

1.2.3. A leasehold interest in the Real Estate as set forth in the Lease Agreement attached hereto and incorporated herein on Schedule 1.2.3.

1.2.4. The liquor and beer, existing on hand as of the date of Closing, as set forth on Schedule 1.2.4 (hereafter, the "Alcohol").

1.2.5. The covenant not to compete from Hight's Owners, as set forth in Section 5.2 of this Agreement (hereafter, the "Covenant").

1.3. **Retained Assets:** Hight's is retaining all of its assets not otherwise specified on the schedules attached hereto, including, but not limited to cash on hand and financial accounts as of the Closing.

1.4. **Liabilities and Obligations:** Buyer shall not assume or undertake to pay, perform, satisfy, or discharge any liabilities or obligations of Hight's, Hight's Owners, or the Real Estate Sellers, known or unknown, asserted or unasserted, claimed or unclaimed.

1.5. **Employees:** Buyer may, at Buyer's sole election, hire Hight's employees who are employed at the time of Closing, but Buyer shall not have any obligation to do so. Buyer will have the choice of assuming Hight's unemployment tax experience account and reserve or adding any employees that Buyer may hire to its existing account. The names, dates of hire, and current wages of Hight's employees are set forth on Schedule 1.5, attached hereto and incorporated herein. In such event that Buyer hire some or all of Hight's employees, Buyer shall have no obligation to satisfy any paid time off, sick days, or other vested employee benefit which may exist and all such benefits shall be satisfied by Hight's.

2. CONSIDERATION:

2.1. **Agreed Consideration:** The agreed value of the Acquired Assets is \$250,000.00 (hereafter, the "Purchase Price") which amount of consideration will flow to the Sellers in accordance with the provisions of Section 2.2 and 2.3 of this Section 2.

2.2. **Payment of Covenant:** The consideration for the Covenant shall be \$55,000.00 which shall be paid to Hight's Owners on Closing by Buyer.

2.3. **Allocation of Consideration:** The Purchase Price shall be allocated among the Acquired Assets as follows:

Equipment:	\$25,000.00
Goodwill & General	\$125,000.00
Intangibles:	
Covenant:	\$55,000.00
Alcohol*:	\$10,000.00
 TOTAL:	 \$215,000.00

Sellers and Buyer agree to use the foregoing Allocation of Consideration figures set forth immediately above in this Section 2.3 when filing Form 8594 with the Internal Revenue Service.

The Allocation of Consideration attributable to the Alcohol shall be trued up to the date of purchase and adjusted at Closing to reflect the actual price for on-hand Alcohol as of the day and time of Closing. The parties agree to reach a mutual agreement on the adjustment of other Allocations of Consideration to reflect the actual inventory amount of Alcohol.

2.4. **Fair Market Value:** The parties acknowledge that the total consideration under this Agreement represents Fair Market Value for assets as allocated and does not prejudice the rights of any creditor of Hight's or of Sellers collectively.

3. **CLOSING:**

3.1. **Closing Date:** Closing shall take place as soon as practical between the parties, unless otherwise agreed between the parties hereto.

3.2. **Interim Operations:** Between the date hereof and Closing, Sellers:

3.2.1. Shall conduct and carry on the business in the ordinary and regular course, in good faith, and with due diligence including the ordering and purchasing of normal amounts of business supplies.

3.2.2. Shall not sell, assign, lease, mortgage, pledge, or otherwise dispose of or encumber any of the Acquired Assets.

3.2.3. Shall not enter into any contract, agreement, or arrangement with respect to the Acquired Assets, the business, or its employees without the prior written consent of the Buyer.

3.2.4. Shall maintain the Acquired Assets in the same condition as on the date hereof, ordinary wear and tear excepted.

3.2.5. Shall use its best efforts to preserve and protect the business and personnel of Hight's and Hight's present relationship with supplies and customers.

3.2.6. Shall keep the Acquired Assets insured against loss or damage under policies of insurance consistent with past practices.

3.2.7. Shall give Buyer prompt notice of any and all material changes which occur between the date hereof and Closing with respect to the operation of the business, the condition of the Acquire Assets, Hight's relationship with its employees, creditors, supplies, customers, or others having business relationships with it.

3.3. **Conditions Precedent to Closing:** Closing shall be contingent upon the occurrence of the following:

3.3.1. The warranties and representations made herein by Sellers shall be true and correct in all material respects on and as of the Closing with the same effect as if such warranties and representations had been made on and as of the Closing.

3.3.2. Termination of the employment with Hight's of all employees who Buyer do not elect to hire.

3.3.3. The consent of any third party has been given in connection with any Acquired Assets which require consent of a third party to be assigned to Buyer.

3.3.4. Buyer shall have received approval for a Temporary Operating Permit from the Nebraska Liquor Control Commission. In connection with this condition, Buyer shall promptly file an application for a liquor license upon the execution of this Agreement.

3.3.5. Buyer shall have received the requisite financing to close the transaction. In connection with this condition, Buyer shall promptly apply for financing and make good faith efforts to obtain such financing.

If any of the foregoing conditions do not occur by Closing, this Agreement shall be null and void and the transaction contemplated herein shall be cancelled unless the parties agree otherwise.

3.4. Deliveries at Closing:

3.4.1. At Closing, Seller shall deliver to Buyer:

3.4.1.1. A Bill of Sale in the form of Schedule 3.4.1.1 to convey all Equipment, Goodwill, General Intangibles, free and clear of all liens and encumbrances to Hight's Purchasers.

3.4.1.2. A consent to use deceptively similar name to Hight's Purchasers, in a form acceptable to the Nebraska Secretary of State's Office (as shown on Schedule 3.4.1.2), allowing Buyer to register the trade name "Hight's Tavern" with the Nebraska Secretary of State's Office. Sellers agree to provide reasonable assistance in obtaining the use of the name and will execute all documents, within reason, to provide for the use of the name.

3.4.2. At Closing, Buyer shall deliver to Sellers a cashier's check or other certified and immediately available funds in the amounts specified in Section 2.1.

3.5. Post-Closing Assurances: If at any time within two (2) years after the Closing either party shall consider or be advised that further assignments, conveyance, transfers or assurances, or any other actions or things, may be necessary or appropriate in connection with the transaction contemplated in this Agreement, the parties hereto agree to execute and deliver any and all such further documents and take and do all actions as may be reasonably required in order to complete such transactions. The provisions of this Section 3.5 shall survive Closing. Sellers shall proceed with a quiet title action to secure free and clear title to the Real Estate.

4. WARRANTIES AND REPRESENTATIONS.

4.1. **Warranties and Representations of Buyer:** Buyer warrants and represents to Sellers as follows:

4.1.1. **Power and Authority:** Buyer have the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement. In such event that Buyer assign their obligations under this Agreement to one (1) or more entities, such entities will have been duly formed and validly organized and existing with authority to operate in the State of Nebraska.

4.1.2. **Due Execution and Delivery of Agreement.** This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer in accordance with its terms.

4.1.3. **No Broker.** Neither this Agreement nor the transaction contemplated herein has been induced or procured through any person or entity acting as a broker, finder, or in a similar capacity on behalf of Buyer.

4.1.4. **No Prohibition or Conflict.** Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transaction contemplated thereby is

prohibited by, or does or will conflict with, result in a violation, breach, or termination of or constitute a default under any contract, agreement, or obligation applicable to Buyer.

4.2. **Warranties and Representations of Seller.** Seller warrants and represents to Buyer:

4.2.1. **Power and Authority to Enter into and Perform Agreement:** Hight's is a corporation duly formed and existing under the laws of the State of Nebraska. Hight's Owners have the requisite power and authority to enter into and cause Hight's to perform its obligations under this Agreement, including the execution and delivery of all documents provided for herein.

4.2.2. **Due Execution and Delivery of Agreement:** This Agreement has been duly executed and delivered by Sellers and constitutes the valid and legally binding obligation of Sellers in accordance with its terms. The Bill of Sale and other closing documents, including any deeds or other conveyance documents, will have been duly executed and delivered by Sellers and constitute the valid and legally binding conveyance, transfer and assignment by Sellers in accordance with its terms and will be sufficient to sell, assign, convey, transfer, and set over to, vest, perfect, and confirm in Buyer all right, title, and interest of Sellers in and to the Acquired Assets. This Agreement has been duly executed and delivered by Sellers and constitutes the valid and legally binding obligation of Sellers in accordance with its terms.

4.2.3. **No Prohibition or Conflict:** Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transaction contemplated thereby is prohibited by, or does or will conflict with, result in a violation, breach, or termination of or constitute a default under any contract, agreement, or obligation applicable to Sellers.

4.2.4. **No Broker:** Neither this Agreement nor the transaction contemplated herein has been induced or procured through any person or entity acting as a broker, finder, or in a similar capacity on behalf of Sellers.

4.2.5. **Good and Marketable Title to Acquired Assets:** Sellers have good and marketable title to all of the Acquired Assets and at Closing hereunder, Buyer will have good and marketable title to the Acquired Assets.

4.3. **Survival:** All warranties and representations made herein shall survive the Closing.

5. COVENANT NOT TO COMPETE:

5.1. **Understanding and Acknowledgment.** The parties hereto acknowledge and agree that Buyer have a legitimate business interest in being protected from competition by Height's Owners with regard to the assets being purchased hereunder. The parties further acknowledge and agree that any competition by Hight's Owners would be unfair because such competition would give Hight's Owners the opportunity to appropriate that which is acquired by Buyer in accordance with this Agreement.

5.2. **Covenant not to Compete:** Hight's Owners shall not, for a period of five (5) years after the Closing, engage directly or indirectly in any manner or capacity (including, but not limited to, owner [except publicly traded securities in which they own a minority interest], partner, stockholder, employee, officer, director, independent contractor, consultant, advisor, or

in any other capacity calling for the making of investment or the rendition of services, advice, or acts of management, operation, or control) in any business operation of a similar or identical nature to that of Hight's located within a 100 mile radius of Scottsbluff, Nebraska.

5.3. **Invalidity or Unenforceability.** The foregoing covenant is intended to be interpreted and construed in a manner which will make its provisions valid, and enforceable. In the event that any provision of such covenant is found to be partially or wholly invalid, illegal, or unenforceable, such provisions shall be deemed to be modified or restricted to the extent necessary to make such provision invalid, legal, and enforceable or, if such provisions cannot be modified or restricted in such manner, then such provision shall be deemed to be excised from this Agreement and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

5.4. **Irreparable Damage:** Any failure of Hight's Owners to comply with the provisions of Section 5.2 above will result in irreparable and continuing injury to Buyer for which there is no adequate remedy at law. Buyer shall therefore be entitled to, in addition to such other and further relief as may be proper, all types of equitable relief including, but not limited to, the issuance of a Temporary Restraining Order and/or temporary and/or permanent injunction as may be necessary or appropriate to cause Hight's Owners to comply with the provisions of Section 5.2, and to restore Buyer its property and make Buyer whole and harmless.

6. INDEMNIFICATION:

6.1. **Indemnification of Buyer by Hight's.** Hight's (the "Indemnifying Party") covenants and agrees to indemnify Buyer against, and hold Buyer harmless from, any and all losses, damages, costs, and expenses which Buyer may suffer or incur in connection with or relating to:

6.1.1. Any liability or obligation referred to in Section 1.2;

6.1.2. Any violation or breach under this Agreement and all of the documents, schedules, and exhibits referred to herein;

6.1.3. Any undisclosed liability of Hight's which may be imputed to Buyer.

6.2. **Satisfaction of Claims.** The Indemnifying Party shall satisfy its obligations of indemnification hereunder within 90 days after notice thereof from the Buyer to Hight's. In this connection, Buyer shall promptly notify the Indemnifying Party of any claim or demand which may give rise to a right of indemnification hereunder. If such claim or demand relates to a claim or demand asserted by any third party against Buyer, then, the Indemnifying Party may defend such claim or demand through counsel, Buyer to have the right to participate in such defense provided that its participation shall not in any way diminish or lessen the obligation of the Indemnifying Party hereunder. The failure of Buyer to promptly notify the Indemnifying Party of any claim or demand giving rise to a right of indemnification shall be considered a waiver of the Buyer's right to indemnification from the Indemnifying Party.

7. MISCELLANEOUS:

7.1. **Termination of Agreement:**

7.1.1. **Termination of Agreement by Buyer:** Buyer may terminate this Agreement prior to Closing upon the occurrence of any of the following:

7.1.1.1. Any material portion of the Acquired Assets shall be damaged or destroyed by fire or other casualty, be stolen, or be the subject of any eminent domain proceeding or threatened proceeding.

7.1.1.2. The Sellers, either collectively or individually, is in default with any warranty or representation of Seller, or has otherwise misrepresented the characterization and nature of the Acquired Assets.

7.1.1.3. Any condition precedent to Closing is not satisfied as of the date of Closing.

7.1.2. **Termination of Agreement by Sellers:** Sellers may terminate this Agreement prior to Closing upon the occurrence of any of the following:

7.1.2.1. Buyer are unable to secure financing for the transaction contemplated herein.

7.1.2.2. Buyer fail to satisfy any obligation of the Buyer set forth within this Agreement.

7.1.2.3. Buyer are in material breach of this Agreement.

In the event either party exercises its rights to terminate this Agreement as provided herein, the terminating party shall provide written notice of the election to terminate to the other party in accordance with the provisions of this Agreement.

7.2. **Right to Cure:** Upon receipt of a Notice of Termination from the terminating party, the other party shall have a reasonable period of time, which shall be no less than 30 days to determine whether such default is curable and whether it can be cured within a reasonable period of time. In such event that the party receiving Notice of Termination determines the default to be curable, such party shall notify the terminating party of the proposed process to cure such default in the estimated time to cure. In such event that the terminating party determines that the time required to cure the default is not reasonable, the terminating party may elect to proceed with terminating this Agreement.

7.3. **Costs and Expenses:** The parties hereto agree to equally split the costs and expenses of preparing this Agreement and the legal costs of any mutual work under this Agreement. Each party shall bear the costs and expenses of their own separate legal work. Each party shall pay their own accountant's fees.

7.4. **Notices:** All notices provided for in this Agreement shall be given in writing and shall be mailed by United States Mail, certified, postage prepaid, and addressed as follows:

To Hight's: 20 W. 18th Street
Scottsbluff, NE 69361

To Hight's Owners: Julianne Heilbrun
1090 Pioneer Drive
Gering, NE 69361

Kathleen Sue Debus
40006 County Road 26
Scottsbluff, NE 69361

To Real Estate Owners:

Julianne Heilbrun
1090 Pioneer Drive
Gering, NE 69361

Kathleen Sue Debus
40006 County Road 26
Scottsbluff, NE 69361

William Hight
1420 T Street
Gering, NE 69341

To Benjamin Rodriguez III

2201 Kingsgate Road
Scottsbluff, NE 69361

To Benjamin D.M. Rodriguez V:

140436 Springcreek Road
Mitchell, NE 69357

All notices shall be deemed to have been given on the date of the recipient's signature as reflected on the certified mail receipt. In such event that no date is given, such notice shall be deemed to have been given three (3) days after the date of mailing as reflected on the certified mail receipt. Any party may change the address for the purposes of notices by giving notice thereof in accordance with this section.

7.5. **Amendment and Modification:** Any amendment to this Agreement shall be made in a written document executed by all of the parties hereto.

7.6. **Successors and Assigns:** Buyer may assign this Agreement, or any part of this Agreement, to one or more entities of their choosing. No such assignment shall relieve the Buyer of their obligations under this Agreement, unless the Sellers have consented to a release of the Buyer. This Agreement shall inure to the benefit of and be binding upon and enforceable against the successors and assigns of the respective parties hereto.

7.7. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska and the appropriate jurisdiction and venue for any judicial proceeding which may arise under this Agreement shall be in the District or County Court of Scotts Bluff County, Nebraska, as further determined by Nebraska's jurisdictional limits pertaining to the amount in controversy.

7.8. **Severability:** If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable or,

if the foregoing is not possible, shall be deemed excised from this Agreement, the remainder of this Agreement to remain in full force and effect.

7.9. **Counterparts:** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute the same agreement, each counterpart to be deemed an original hereof.

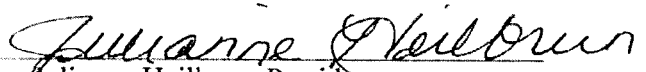
7.10. **Completeness of Agreement.** This Agreement expresses the entire agreement between the parties and supersedes any prior agreement, with no party relying on any statement or representation not contained herein.

7.11. **Press Release:** Any press release or notification of this Agreement or the transaction contemplated herein shall be approved by both Sellers and Buyer.

7.12. **Default:** In the event of default of this Agreement by either party, the nondefaulting party or parties may pursue any remedy available at law or in equity and the decision to so pursue shall not prevent a later simultaneous pursuit of any other remedy. The waiver or failure to act in the event of any default shall not be deemed a waiver of any subsequent default. In the event of Sellers' default, Buyer may elect to terminate this Agreement as provided in Section 7.1, subject to the Right to Cure as provided in Section 7.2. In the event of Buyer' default, Buyer shall immediately forfeit, as liquidated damages, any earnest money deposit provided under this Agreement. The forfeiture of earnest money shall not be construed to be a cap on damages which Buyer may be liable for.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement as of the day and year first above written.

Hight's Tavern, Inc., A Nebraska Corporation

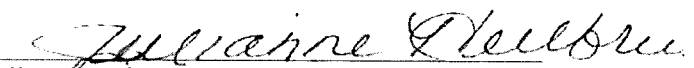

By: Julianne Heilbrun, President


Hight's Owners:

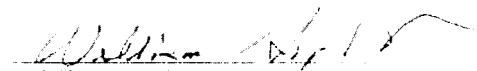

Julianne Heilbrun


Kathleen Sue Debus


Real Estate Owners:


Julianne Heilbrun


Kathleen Sue Debus


William Hight

BR Entertainment, LLC, a Nebraska limited
liability company, Buyer


Benjamin Rodriguez III, President

SCHEDULE 1.2.1

Hight's Tavern, Inc. - Equipment List

Description	Cost
Ice Machine	\$2,000.00
3 Compartment Sink	\$700.00
Handsink	\$280.00
Keg Dispenser	\$2,700.00
Small Fridge	\$500.00
Bottle Cooler	\$2,700.00
Chest Freezer	\$300.00
Microwave	\$50.00
Pizza Maker	\$50.00
Gas Grill with hood system	
Water Boss Water Softener	\$200.00
Electric Water Heater	\$200.00
4 x 8 Walkin Cooler	\$2,500.00
Electric Glass Washer	\$400.00
5 TVs	\$1,800.00
8 Speakers & Stereo	\$500.00
Rooftop Heater/AC	\$5,700.00
Coolers	\$200.00
Glassware	\$585.00
Booths, stools, tables	\$6,850.00
Chemicals	\$250.00
Vacuum	\$250.00
Awning	\$5,000.00
Pickle Card Dispenser	\$75.00
Ice Bin	\$1,000.00
Fire Suppression System	\$2,435.00
Cameras	\$1,000.00
Floor Mats	\$350.00
TOTAL ALL EQUIPMENT	\$38,575.00

Hight's Tavern, Inc. Alcohol Inventory**Beer**

Description	Quantity/Case Count	Unit Cost	Total Cost
Budweiser Cans	3	\$23.80	\$71.40
Budweiser Bottles	3	\$25.75	\$77.25
Bud Light Cans	3.5	\$23.80	\$83.30
Bud Light Bottles	10	\$25.75	\$257.50
Michelob Ultra Bottles	7	\$29.45	\$206.15
Corona Bottles	1	\$29.35	\$29.35
Modelo Bottles	2.5	\$28.85	\$72.13
Coors Bottles	0.5	\$25.75	\$12.88
Coors Light Bottles	3.5	\$25.75	\$90.13
Miller Light Bottles	7	\$25.75	\$180.25
Blue Moon Bottles	0.5	\$27.00	\$13.50
Kona Brewing - Kona Wave Bottles	1.5	\$28.50	\$42.75
Angry Orchard (6 pack)	1	\$33.00	\$33.00
Zipline - NE Brew Cans	0.5	\$33.00	\$16.50
New Belgium 1554 Bottles (6 pack)	1	\$30.00	\$30.00
Sam Adams Bottles	0.75	\$29.00	\$21.75
Pabst Cans	2	\$18.35	\$36.70
Zipline - Daaang! Cans	0.5	\$37.50	\$18.75
Budlight Chelada Can	1	\$39.80	\$39.80
Busch Light Can	4.5	\$25.15	\$113.18
Bud Light Next Can	0.5	\$27.75	\$13.88
Breckenridge Brew - Vanilla Porter Bottles	0.5	\$30.45	\$15.23
Leinenkugel Peach Cans	0.5	\$27.00	\$13.50
Miller 64	2	\$25.75	\$51.50
Kinkader Tropicale (4 pack)	1		\$0.00
Kinkader Snozzberry	1	\$41.50	\$41.50
Kros Strain Fair Nectar	0.5	\$43.00	\$21.50
Dos Equis	0.5	\$21.50	\$10.75
Whiteclaw	4	\$31.50	\$126.00
Mikes Hard Lemonade	2	\$30.50	\$61.00
Budweiser (keg)	1	\$128.00	\$128.00
Bud Light (keg)	3	\$128.00	\$384.00
Mtn Standard Keg	0.5	\$82.00	\$41.00
Leinenkugel Juicy Peach	0.5	\$27.00	\$13.50

Liquor Inventory

Description	Quantity/Case Count	Unit Cost	Total Cost
J&B Scotch Liter	7	\$28.70	\$200.90
Dewars Scotch Liter	7	\$25.53	\$178.71
Johnnie Walker Red Liter	3	\$28.25	\$84.75
Presidente Litre	4	\$19.25	\$77.00
Carolans Irish Cream 750 ml	6	\$16.67	\$100.02
Chivas Liters	2	\$34.50	\$69.00

Kahlua Liter	4	\$26.73	\$106.92
DeKuyper Crème de Cacao (750 ml)	1	\$12.00	\$12.00
Chamboard 750 ml	1	\$21.00	\$21.00
Bushmill Liter	6	\$24.35	\$146.10
Fireball Liter	8	\$18.32	\$146.56
Doc McGillicuddy Liter	9	\$16.42	\$147.78
DeKuyper Peppermint Schnapps Liter	1	\$13.23	\$13.23
Rumpleminze Liter	7	\$27.47	\$192.29
DeKuyper Pucker Liter	16	\$12.53	\$200.48
Screwball 750	2	\$20.25	\$40.50
Jager Liter	3	\$27.50	\$82.50
Mr Boston Peach Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Rootbeer Schnapps Liter	3	\$13.23	\$39.69
DeKuyper Hot Damn Liter	3	\$13.23	\$39.69
Mr Boston Triple Sec Liter	7	\$11.49	\$80.43
Bacardi Pints	11	\$5.94	\$65.34
Bacardi Liters	5	\$19.00	\$95.00
Captain Morgan Liters	9	\$19.34	\$174.06
Malibu Liter	7	\$16.00	\$112.00
RumChata 750	2	\$26.98	\$53.96
Smirnoff Vodka Liter	3	\$16.31	\$48.93
Absolute Vodka Liter	12	\$27.12	\$325.44
Tanqueray Gin Liter	3	\$27.54	\$82.62
Bombay Gin Liter	5	\$27.65	\$138.25
Rico Bay Rum Liter	2	\$8.50	\$17.00
Aristocrat Whiskey Liter	8	\$8.50	\$68.00
Aristocrat Gin Liter	2	\$8.50	\$17.00
Aristocrat Tequila Liter	3	\$8.50	\$25.50
Skol Vodka Pint	6	\$5.75	\$34.50
Aristocrat Vodka Liter	7	\$8.50	\$59.50
Sveda Vodka 750 ml	5	\$15.07	\$75.35
Stolichnya Vodka Liter	4	\$26.42	\$105.68
Midori Liter	1	\$27.67	\$27.67
Grey Goose Vodka Liter	4	\$32.15	\$128.60
Titos Vodka Liter	9	\$23.92	\$215.28
Tequila Rose Liter	2	\$20.73	\$41.46
Pendelton Liters	7	\$26.67	\$186.69
Wild Turkey Liters	14	\$29.42	\$411.88
Jack Daniels Liters	5	\$19.42	\$97.10
Jack Fire Liters	12	\$29.40	\$352.80
Jim Beam Liters	5	\$27.00	\$135.00
CLC Pints	28	\$4.58	\$128.24
CLC Liters	9	\$10.32	\$92.88
Souther Comfort Liters	5	\$20.30	\$101.50
Crown Royal Liters	1	\$31.49	\$31.49
Crown Peach Liters	2	\$24.74	\$49.48
Crown Caramel Liter	9	\$24.74	\$222.66

Yukon Jack Liter	11	\$19.42	\$213.62
Black Velvet Liter	6	\$12.13	\$72.78
Windsor Liter	1	\$13.50	\$13.50
CC Liter	3	\$17.32	\$51.96
Foxe Liter	4	\$7.42	\$29.68
Seagram VO Liter	3	\$17.50	\$52.50
Seagram 7 Liter	5	\$19.25	\$96.25
Patron Silver 750 ml	2	\$38.25	\$76.50
Hornitas Liters	3	\$33.48	\$100.44
Jose Quervo Liters	16	\$19.92	\$318.72
Jameson Liters	4	\$30.59	\$122.36
DeKuyper Butterscotch Schnapps Liters	2	\$12.95	\$25.90
DeKuyper Blue Caracoa Liter	2	\$12.00	\$24.00
Sutter Home Wine (4 pack)	64	\$2.00	\$128.00
Vella Boxed Wine (5 liter boxes)	3	\$13.23	\$39.69
Pickle Shot Pickle Vodka 750 ml	5	\$13.30	\$66.50
UV Vodka Liters	12	\$14.20	\$170.40
Sugarland Sine Apple Pie Moonshine 750 ml	5	\$16.50	\$82.50
Shanky's Whip 750 ml	3	\$20.25	\$60.75
1800 Tequila	4	\$27.36	\$109.44
TOTAL ALL LIQUOR/BEER	539.75	\$2,621.87	\$9,963.19

Hight's Tavern, Inc. - Equipment List

Description	Cost
Ice Machine	\$2,000.00
3 Compartment Sink	\$700.00
Handsink	\$280.00
Keg Dispenser	\$2,700.00
Small Fridge	\$500.00
Bottle Cooler	\$2,700.00
Chest Freezer	\$300.00
Microwave	\$50.00
Pizza Maker	\$50.00
Gas Grill with hood system	
Water Boss Water Softener	\$200.00
Electric Water Heater	\$200.00
4 x 8 Walkin Cooler	\$2,500.00
Electric Glass Washer	\$400.00
5 TVs	\$1,800.00
8 Speakers & Stereo	\$500.00
Rooftop Heater/AC	\$5,700.00
Coolers	\$200.00
Glassware	\$585.00
Booths, stools, tables	\$6,850.00
Chemicals	\$250.00
Vacuum	\$250.00
Awning	\$5,000.00
Pickle Card Dispenser	\$75.00
Ice Bin	\$1,000.00
Fire Suppression System	\$2,435.00
Cameras	\$1,000.00
Floor Mats	\$350.00
TOTAL ALL EQUIPMENT	\$38,575.00

**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/

RECEIVED

JUL 28 2022

NEBRASKA LIQUOR
CONTROL COMMISSION**BR ENTERTAINMENT, LLC****125088**

Licensee Name

Liquor License Number

20 W. 18TH STREET**SCOTTSBLUFF****69361**

Premises Address

City

Zip Code

RODRIGUEZ, BENJAMIN III**3086326555**

Contact Name

Contact Telephone Number

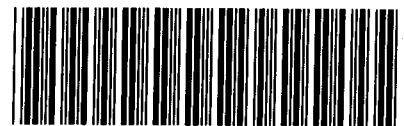
TYPE OF AMENDMENT

- ☐ 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 # 1 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
7/27/2022

Date



2200008402

FORM 131
REV FEB 2017

AMENDMENT PAGE TO FORM 100 (QUESTION 1)/FORM 103 (QUESTION 1)

Update to Criminal Background Report on Entity Member/Spouse and Manager

Applicant/Spouse (Benjamin Rodriguez III – Member/Proposed Manager and Juanita Rodriguez – Spouse of Member/Spouse of Proposed Manager)

Name of Applicant/Spouse	Date of Conviction	Where Convicted	Description of Charge	Disposition
Benjamin Rodriguez III	8/14/2007	Gering, Scotts Bluff County, Nebraska	Overweight Truck	Paid Fine
Juanita Rodriguez	5/20/2007	Sidney, Cheyenne County, Nebraska	Speeding	Paid Fine

During the process of preparing the initial application, a Criminal History Record was requested from the Nebraska State Patrol, for Benjamin Rodriguez III (DOB 9/28/1960) with a dissemination report issued on June 30, 2022. The sole matter reflected on the dissemination report was Mr. Rodriguez's DUI (listed on the initial application). A true and correct copy of the dissemination report is attached hereto and incorporated herein as Exhibit A.

Additionally, Mr. Rodriguez III and Mrs. Juanita Rodriguez were searched in JUSTICE, an electronic record of judicial actions (including civil, criminal, traffic, probate, and juvenile cases). The above events were not reflected in the JUSTICE search. A true and correct copy of the JUSTICE reports reflecting "No Results" for years 2002 and 2007 (Mr. Rodriguez III) and 2007 (Mrs. Rodriguez) are attached hereto and incorporated herein as Exhibit B. The JUSTICE search was limited to criminal and traffic violations and was not restricted by county (that is, all counties in Nebraska were searched).

The initial application failed to include these incidents even though a good faith effort was made to review the applicant's records.



NEBRASKA STATE PATROL

Criminal History Record

Dissemination Form



Receipt Number: C353470106

Completed Date: 06/30/2022

Requesting Agency/Individual

Organization Name: Holyoke Snyder Longoria Reichert and Rice PC LLO

Contact: Brendan J Rice

Address 1: PO Box 2424

City, State, Zip: Scottsbluff, Nebraska, 69363

Email: bjr@panhandlejustice.com

SEE ATTACHED RAP SHEET

Person of Interest

Name: Benjamin Rodriguez III

Date of Birth: [REDACTED]

Gender: Male

Race: Unknown

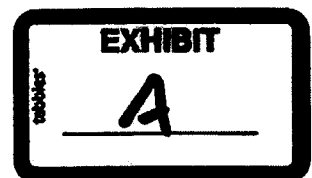
SSN: XXX-XX-4207

Place of Residence: Nebraska

Summary Statement

A criminal record check was conducted using the information provided. Positive Identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. This record reflects the information available as of the date of this report.

CRIMINAL IDENTIFICATION DIVISION - NEBRASKA STATE PATROL



NOTE: Traffic Infraction data available from: NEBRASKA
STATE DEPARTMENT OF MOTOR VEHICLES
P.O. Box 94789 402-471-2281
Lincoln, NE 68509

NEBRASKA STATE PATROL CRIMINAL RECORDS &
IDENTIFICATION DIVISION
4600 Innovation Drive
Lincoln, NE 68521
by

Jeff Avey, Director
Nebraska State Patrol - Criminal Identification Center



NEBRASKA CRIMINAL HISTORY RECORD

NEBRASKA STATE PATROL
CRIMINAL IDENTIFICATION

P.O. BOX 94907
LINCOLN, NEBRASKA 68509

STATUTE 29-3523 ET.SEQ. PROHIBITS RELEASE OF ARREST INFORMATION IN EXCESS OF ONE YEAR IN DURATION UNLESS DISPOSITION INFORMATION PERTAINING TO THAT ARREST IS PROVIDED. THIS (THESE) IS (ARE) THE ONLY RECORD(S) IN OUR FILES MEETING STATUTORY REQUIREMENTS FOR RELEASE. FURTHER INFORMATION ON ARREST RECORD MAY BE AVAILABLE FROM COURT SYSTEM(S). NOTE: MINOR TRAFFIC INFRACTIONS NOT INCLUDED.

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED FROM THE NEBRASKA STATE PATROL - CID, WHEN NEEDED, FOR REPEAT USE. WHEN EXPLANATION OF AN ARREST OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT CONTRIBUTED THE FINGERPRINTS.

"INFRCTN" - MEANS "INFRACTION" WHICH IS A VIOLATION OF ANY LAW, ORDINANCE, ORDER, RULE, OR REGULATION THAT IS NOT A MISDEMEANOR, FELONY, OR TRAFFIC OFFENSE.

NAME RODRIQUEZ, BENJAMIN	FELON NO	DATE REQUESTED 06/30/2022
STATE ID NB208134	FBI NO 229771XB2	DATE OF BIRTH [REDACTED]
SEX MALE	RACE WHITE	
HEIGHT 5' 7"	WEIGHT 170 LBS	EYES BROWN
REPORTED PLACE OF BIRTH NEBRASKA	REPORTED CITIZENSHIP UNITED STATES OF AMERICA (USA)	HAIR BLACK

ALIAS INFORMATION

NAMES USED RODRIQUEZ, BENJAMIN RODRIGUEZ, BENJAMIN RODRIGUEZ, BENJAMIN III	DATES OF BIRTH [REDACTED]
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Nebraska Criminal History Record

SID: NB208134 Date: 6/30/2022 11:08:22 AM Created By: 1073 Type: Public

1 of 3

[This Page Left Intentionally Blank]

Nebraska Criminal History Record

SID: NB208134 **Date:** 6/30/2022 11:08:22 AM **Created By:** 1073 **Type:** Public

2 of 3

ARREST HISTORY

ARREST 1

ARREST DATE

09/25/2005

DCN

2100019595

CASE NUMBER

53743

ARRESTING AGENCY

SCOTTSDLUFF PD (NB0790100)

NAME USED

RODRIGUEZ, BENJAMIN

CHARGE DESCRIPTION

5404 - DRIVING UNDER INFLUENCE LIQUOR/1ST(1 COUNT)

CLASSIFICATION

MISDEMEANOR

COURT EVENT

COURT

COUNTY COURT SCOTTS BLUFF (NB079013J)

DOCKET

C21CR050002172

DISPOSITION DATE

12/19/2005

CITATION

A 1699785

CHARGE

0004 - DUI-1ST OFFENSE

CLASSIFICATION

MISDEMEANOR

DISPOSITION

GUILTY BY CONVICTION

SENTENCE

PROBATION 12 MONTHS COURT COST

JUDGEMENT

2005-12-19 ORDERED NOT TO DRIVE TERM: 60 DAYS/

2005-12-19 PROBATION TERM: 12 MONTHS/

CITY FINE 400.00/ PROBATION ADMINISTRATIVE ENROLLMENT FEE 30.00/ BREATH TEST OTHER 75.00/

ADMINISTRATIVE LICENSE REVOCATION CREDIT / PROBATION FEE 250.00/ DRUG TESTING FEE 60.00/

MISCELLANEOUS INFORMATION

PROBATION

CHARGE

DUI

DOCKET

C21CR050002172

AGENCY

STATE PROBATION DISTRICT NO 10 GERING

AGENCY UNIT

DISTRICT NB079015G - 12

ACTIVE

NO

TYPE OF PROBATION

TRADITIONAL PROBATION

DATE BEGIN PROBATION

12/19/2005

DISCHARGE STATUS

COMPLETION OF PROBATION

DISCHARGE DATE

12/21/2006

OFFICER NAME

MILLER, DON

OFFICER PHONE**ACTIVE WARRANT**

NO

PROBATIONER NAME

RODRIGUEZ, BENJAMIN

Nebraska Criminal History Record

SID: NB208134 Date: 6/30/2022 11:08:22 AM Created By: 1073 Type: Public

3 of 3

official Nebraska Government Website

Nebraska Judicial Branch

No Results

Nebraska's online access to the JUSTICE system includes a complete, current listing of cases publicly available in the court system. However, case information may not be available because of state law, court records retention schedules, or a Supreme Court Rule. For example, sealed records will not be publicly available through the online JUSTICE system.

NOTICE: A juvenile adjudication under the Nebraska Juvenile Code is not a conviction and does not disqualify the juvenile from future civil or military service.
See 43-280 Neb. Rev. Stat.

The JUSTICE case search system provides access to cases filed in all of Nebraska's county, district and juvenile courts. Name searches allow you to enter general case information criteria such as party name, case type, court, year, etc. and generate a list of case captions. These general searches results are free of charge. If you choose to view the details of a case including status, financial activity, documents filed, etc. a \$1.00 charge will be placed on your Nebraska.gov account. You may also **Q** Search by Case Number. **i**

Filed document images dated April 16, 2008 or later are available to view or download in PDF format at no additional charge. Image availability make take up to 24 hours after filing of court documents.

i Information retrieved may be up to 24 hours old.

Name Search:

Party Name

Rodriguez, Benjamin

Last Name, First Name, M, Suffix **i**

Party Name is an:

☒ Individual ☐ Entity

County

Choose a County...

Case Year

2007

Note on Douglas County District Court

Court Type

Choose a Court Type...

Case Type

Criminal Traffic

Case Subtype **i**

Choose a Subtype...

Judge

Choose a Judge...

Attorney Name

Choose an Attorney...

Sort By

Party Name

Sort Order

☒ Ascending ☐ Descending



Client Memo (Optional)


(Please Note: Making an entry in the Client Memo field is recommended for your billing and reconciliation purposes.)

Nebraska Judicial Branch

No Results

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Filed document images dated April 16, 2008 or later are available to view or download in PDF format at no additional charge. Image availability make take up to 24 hours after filing of court documents.

 Information retrieved may be up to 24 hours old.

Name Search:

Party Name

Rodriguez, Juanita

Last Name, First Name, M, Suffix 

Party Name is an:

☒ Individual ☐ Entity

County

Choose a County...

Case Year

2007




Note on Douglas County District Court

Court Type

Choose a Court Type...

Case Type

Criminal Traffic

Case Subtype 

Choose a Subtype...

Judge

Choose a Judge...

Attorney Name

Choose an Attorney...

Sort By

Party Name



Sort Order

☒ Ascending ☐ Descending

Client Memo (Optional)

(Please Note: Making an entry in the Client Memo field is recommended for your billing and reconciliation purposes.)

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 E Spencer, Chief of Police
Date: 07/29/2022
Re: Application for Class C Liquor License, number 125088 in the name of BR Entertainment LLC, dba: Hight's Tavern, 20 W 18th Street, Scottsbluff, Nebraska 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:

A background investigation was conducted on Benjamin Rodriguez III, Benjamin Rodriguez V, and Juanita Rodriguez, as a means to determine their fitness to have a liquor license. The Rodríguezes have recently purchased Hight's Tavern. All reported not having any experience in any type of alcohol retail business. Benjamin Rodriguez V did report that he has been working at Hight's during the past two months receiving training from the previous owners.

Benjamin Rodriguez III reported a Driving Under the Influence conviction in Scotts Bluff County in 2005, Benjamin Rodriguez V reported a speeding citation in Chadron, Nebraska in 2017, and Juanita Rodriguez reported no convictions.

Considering the information gathered during the background investigation I find no reason to believe the applicants are not fit to have a liquor license.

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

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

On Wednesday, July 20, 2022, the Rodríguezes appeared before the Liquor License Investigatory Board to discuss their liquor license application. Benjamin Rodriguez III, who is the manager on the license, and Benjamin Rodriguez V, who will work at the Tavern, explained their processes. Benjamin Rodriguez V explained that all of their employees have been there for at least 10 years. Benjamin Rodriguez V stated that he has been working with staff for the past few months learning the business. Benjamin Rodriguez III stated that they want to continue the business as a friendly Tavern attracting customers that want to have something to eat and a beer. Benjamin Rodriguez III said that he attended the TIPS training in June of this year. Benjamin Rodriguez V told us

that the business has more than one “Born on Calendar” to help employees determine age, and he will encourage checking the identification of all customers.

At the conclusion of the discussion, the Liquor License Advisory Board voted unanimously to send a **“Positive Recommendation”** to the council.

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:**

Benjamin Rodriguez V stated that he will conduct all of the alcohol inventory and ordering and that the overstock will be kept in a locked room. Benjamin Rodriguez V said that the business currently has video cameras on the interior and exterior of the business that record. Benjamin Rodriguez V stated that any employee who would sell to a minor would be retrained.

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

The business is a Tavern that has existed at this location for several years.

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 20 W. 18th Street, Scottsbluff, Nebraska. It is the type of business that will attract customers when open, six days Monday through Saturday, 10:00 A. M. to 01:00 A. M. 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 that have 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 priority 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: August 1, 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: BR Entertainment, LLC d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE.

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: July 13th, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer & Elizabeth Loutzenhiser
Re: Class "C" Liquor License Application
Hight's Tavern
20 W. 18th Street
Scottsbluff, NE 69361

Action:

The owners of Hight's Tavern have applied for a replacement liquor license in the name of BR Entertainment, 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 20 W. 18th Street is situated in a C-1 (Central Business District) zoning district where retail, 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 14,417.