

City of Scottsbluff, Nebraska

Monday, March 20, 2023

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding a Class I Liquor License for Hector's, LLC d/b/a El Rancho Viejo Mexican Restaurant, 23 W. 27th St., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: March 20, 2023

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class I Liquor License application from Hector's, LLC d/b/a El Rancho Viejo Mexican Restaurant, 23 W 27th St., Scottsbluff, NE 69361.

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 Hector's LLC, d/b/a El Rancho Viejo Mexican Restaurant, 23 W. 27th St., Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022

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 ☐

Hector Manriquez
1306 N Madison St
Lexington, NE 68850-1222

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: I

License Number:

125499

RECEIVED

JAN 20 2023

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Office Use Only

NEW (REPLACING) 124326 TOP Yes / No

Hot List Yes (No)

Initial: mw

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.

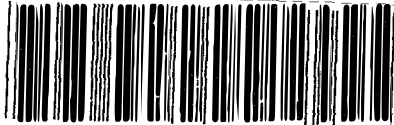
APPLICANT NAME HECTOR'S LLC

TRADE (DBA) NAME EL RANCHO VIEJO MEXICAN RESTAURANT

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER HECTOR MANRIQUEZ (308) 765-9266

CONTACT EMAIL ADDRESS elranchoviejoscottsbluff@gmail.com

<p>Pay Port 400.00 1-20-23</p>	 2300000210
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DIRECTIONS

Each item must be included with your application

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

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PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

michelle.porter@nebraska.gov

OTC Local Ref ID: 78340638

1/20/2023 02:19 PM

Status:

APPROVED

Customer Name:

Hector Manriquez

Type:

MasterCard

Credit Card Number:

**** * 0938

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	76216162	\$400.00

Applicant Name:: **Hector's LLC**Trade Name (DBA):: **El Rancho Viejo Mexican Restaurant**Address:: **PO Box 576**City:: **Lexington**State:: **Ne**Zip Code:: **68850**Phone Number:: **3087659266**Email Address:: **elranchoviejoscottsbluff@gmail.com**

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

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**
- ☒ 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 (Form 106 and \$100 application fee) expires with underlying retail license
- ☐ Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

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PREMISES INFORMATION

Trade Name (doing business as) EL RANCHO VIEJO MEXICAN RESTAURANT

Street Address 23 W 27TH ST

City SCOTTSBLUFF County SCOTTS BLUFF -21 Zip Code 69361-4367

Premises Telephone number TBD 308-220-0592

Business e-mail address elranchoviejoscottsbluff@gmail.com

Is this location inside the city/village corporate limits YES ☒ NO ☐

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

Check if same as premises ☐

Name HECTOR MANRIQUEZ

Street Address PO BOX 576

City LEXINGTON State NE Zip Code 68850-0576

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 79 x width 52 in feet

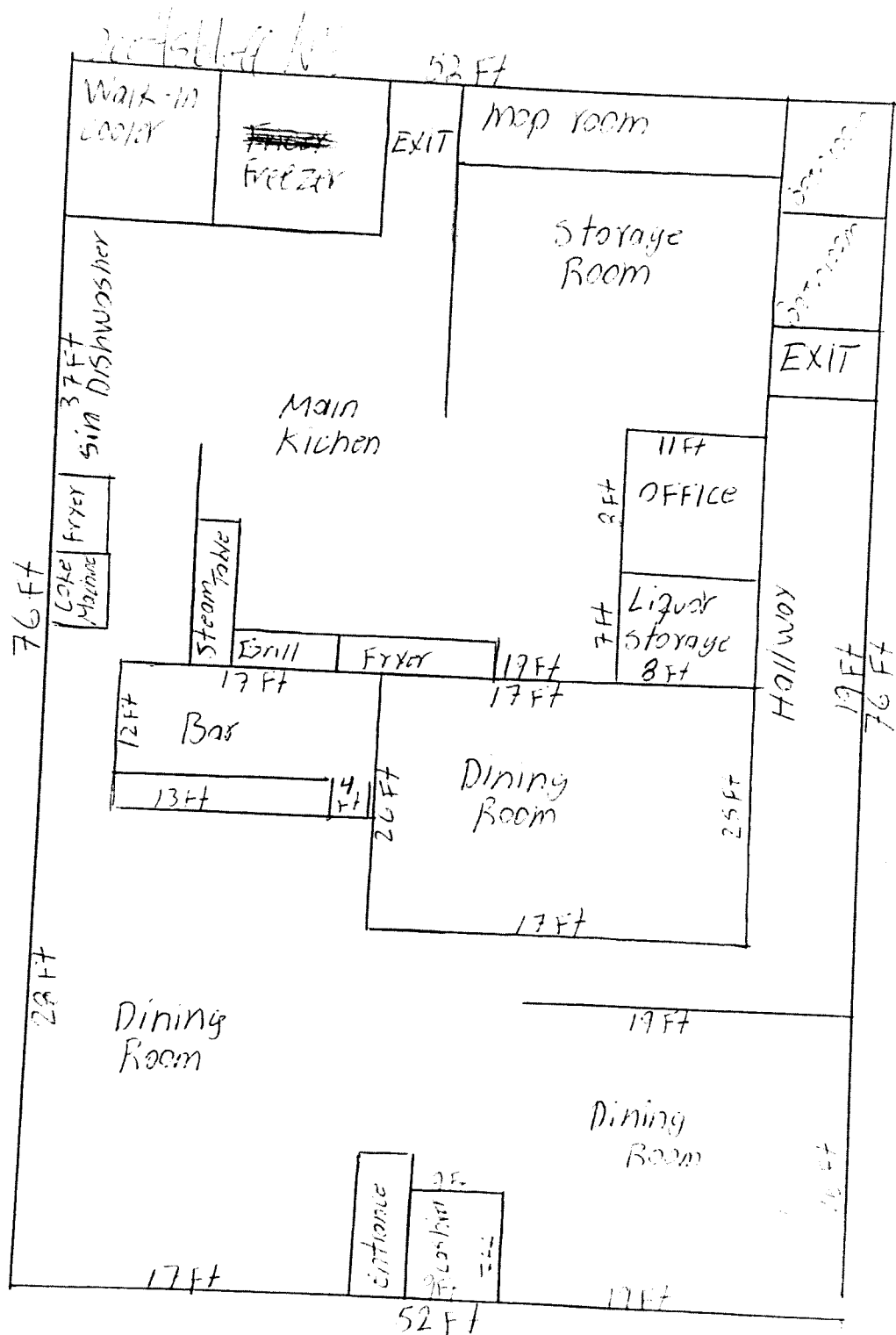
Is there a basement? Yes ☐ No ☒ If yes, length _____ x width _____ in feet

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

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 X NO If yes, please explain below or attach a separate page

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

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

 X YES NO

If yes, provide business name and license number SAN PEDRO JC LLC-124326

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

 X YES NO

If yes, give name of business and liquor license number SAN PEDRO JC LLC

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

 X 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) _____

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.

a.) PLATTE VALLEY BANK b.) HECTOR MANRIQUEZ, JUAN MANRIQUEZ, ALFREDO MANRIQUEZ

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)
HECTOR MANRIQUEZ	12/13/2022	TIPS

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
SERVER	2021- PRESENT	SAN PEDRO RESTAURANT LEXINGTON NEBRASKA

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 MARCH 31, 2026
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? TOWARDS THE END OF JANUARY 2023

15. What will be the main nature of business? RESTAURANT -FOOD AND BEVERAGE

16. What are the anticipated hours of operation? MONDAY-SATURDAY 11 00 AM-11 00 PM SUNDAY 11 00AM - 8.30 PM

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
LEXINGTON NEBRASKA	2021	PRESENT			
SCOTTSBLUFF NEBRASKA	2017	2021			
GREAT BEND KANSAS	2014	2017			
SCOTTSBLUFF NEBRASKA	2011	2014			

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)

Hector Marquez
Signature of **APPLICANT**

Signature of **SPOUSE**

Hector Marquez
Printed Name of **APPLICANT**

Printed Name of **SPOUSE**

State of Nebraska, County of Sarban

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

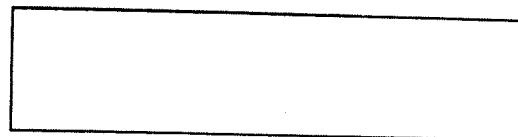
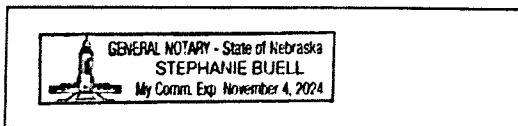
The foregoing instrument was acknowledged before me this

12-29-2022
(Date)

(Date)

By: Hector Marquez
Stephanie Buell

By _____



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Nebraska Secretary of State

HECTOR'S LLC

Mon Jan 23 12:58:37 2023

SOS Account Number

2210202663

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

HECTOR MANRIQUEZ

1306 N MADISON ST

PO BOX 576

LEXINGTON, NE 68850

Designated Office Address

1306 N MADISON ST

PO BOX 576

LEXINGTON, NE 68850

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Oct 31 2022

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for HECTOR'S 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	Oct 31 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

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

STATE OF NEBRASKA

United States of America,) ss.
State of Nebraska)

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

HECTOR'S LLC

was duly formed under the laws of Nebraska on October 31, 2022;

all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;

the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;

the Secretary of State has not administratively dissolved the company;

the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

November 2, 2022



A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

Verification ID 7d69f1b has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.

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

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

RECEIVED

Office Use

JAN 20 2023

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

Name of Registered Agent: HECTOR MANRIQUEZ

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

HECTOR'S LLC

LLC Address: PO BOX 576

City: LEXINGTON State: NE Zip Code: 68850 - 6576

LLC Phone Number: (308) 765-9266 LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: MANRIQUEZ First Name: HECTOR MI: _____

Home Address: 1306 N MADISON ST City: LEXINGTON

State: NE Zip Code: 68850 - 1222 Home Phone Number: (308) 765-9266

Hector Manriquez Hector Manriquez
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Lawson

The foregoing instrument was acknowledged before me this

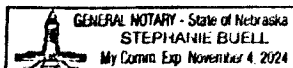
12-29-2022

by Hector Manriquez
name of person signing document in front of notary

Date

Stephanie Buell
Notary Public Signature

Affix Seal



FORM 102
REV DEC 2015

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

Last Name: **MANRIQUEZ** First Name: **HECTOR** MI: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, complete controlling corporation insert form 185

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

Starting Date: JANUARY Ending Date: DECEMBER

Is this a Non Profit Corporation?

☐ YES

☒ NO

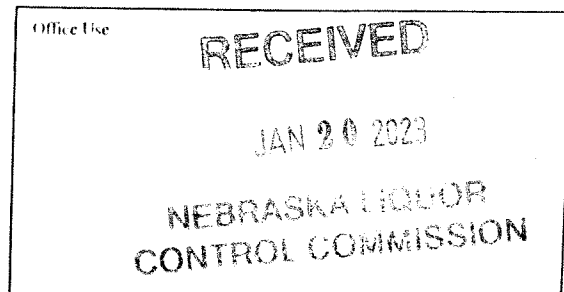
If yes, provide the Federal ID #. _____

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

FORM 102
REV DEC 2015
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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.lec.nebraska.gov



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

MANAGER MUST:

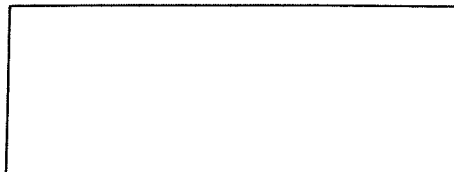
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in 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



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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.lec.nebraska.gov

Office Use

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: **HECTOR'S LLC**

Premise information

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

Premise Trade Name/DBA: **EL RANCHO VIEJO MEXICAN RESTAURANT**

Premise Street Address: **23 W 27TH ST**

City: **SCOTTSBLUFF** County: **SCOTTS BLUFF** Zip Code: **69361-4367**

Premise Phone Number: **TBD**

Premise Email address: **elranchoviejoscottsbluff@gmail.com**

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


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

Form 103
Rev July 2018

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: MANRIQUEZ First Name: HECTOR MI: _____

Home Address: 1306 N MADISON ST

City: LEXINGTON County: DAWSON Zip Code: 68850 - 1222

Home Phone Number: (308) 765-9266

Email address: elranchoviejoscottsbluff@gmail.com

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

☐ YES

☒ NO

Spouse's information

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

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
LEXINGTON NEBRASKA	2021	PRESENT			
SCOTTSDLUFF NEBRASKA	2017	2021			
GREAT BEND KANSAS	2014	2017			
SCOTTSDLUFF NEBRASKA	2011	2014			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	PRESENT	SAN PEDRO INC	BERENICE BRAVO	(308) 233-2910
2017	2021	SAN PEDRO JC LLC	KARLA MONTELONGO	(308) 225-3734

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: **12/13/2022** Name on Certificate: **HECTOR MANRIQUEZ**

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
HECTOR MANRIQUEZ	12/2022	TIPS

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
SERVER	2021- PRESENT	SAN PEDRO RESTAURANT LEXINGTON NEBRASKA

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

Form 147
Rev. July 2018
Page 5 of 6

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 853-131.01) 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.

Heather Marquis
Heather Marquis
Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Dawson

The foregoing instrument was acknowledged before me this

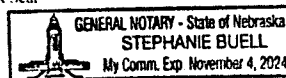
12-29-2022 date

by

Heather Marquis
NAME OF PERSON BEING ACKNOWLEDGED

Stephanie Buell
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.

Form 105
Rev July 2018
Page 2 of 2

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

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

RECEIVED

JAN 20 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol:
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/gonsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

******Please Submit this form with your completed application to the Liquor Control Commission******
Trade Name EL RANCHO VIEJO MEXICAN RESTAURANT

Name of Person Being Fingerprinted: HECTOR MANRIQUEZ

Date fingerprints were taken: 12/29/2022

Location where fingerprints were taken: North Platte- Troop D

How was payment made to NSP?

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

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

Hector Manriquez
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147



CERTIFICATE OF COMPLETION

This certifies that

Hector Manriquez
is awarded this certificate for

TIPS Nebraska On-Premise Alcohol Server Training

Hours
3.00

Completion Date
12/30/2022

Expiration Date
12/29/2025

Certificate #
NE ON 000027408366


Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.651.2235 | www.360training.com

TIPS NE On-Premise
Issued: 12/30/2022
Certificate #: NE ON 000027408366

Hector Manriquez
360 Training, Inc.
12/30/2022

CERTIFIED

Expires: 12/29/2025



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program

Signature _____

LEASE

This Lease is made December, 2022 between the following parties:

The "Landlord": Pavilion South, LLC
3563 Gold Hill Dr.
Loveland, CO 80538
Attn: Mark E. Smith

The "Tenant": Hector's LLC
DBA: El Rancho Viejo
1306 N. Madison St.
P.O. Box 576
Lexington, NE 68850
Attn: Hector Manriquez

Recitals:

- a. The Landlord is the owner of the following described "Real Estate":

Lot 3, Webber Manor Third Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

The Landlord owns a building (the "Building") on the Real Estate with an address of 23 West 27th Street, Scottsbluff, NE 69361.

- b. The Tenant desires to lease the Real Estate, and the Landlord agrees to lease to the Tenant Real Estate according to the terms of this Lease. The Real Estate is also referred to in this Lease as the "Premises".

Agreement:

1. Terms:

The following key variable terms shall be applicable to this Lease:

- a. "Base Rent": \$3450.00 per month
b. "Delivery Date": January 1, 2023
c. "Deposit": \$3,450.00

- d. "Permitted Use": the operation of a family restaurant.
- e. "Rent Commencement Date": April 1, 2023.
- f. "Term": until March 31, 2026 (subject to further provisions below).

2. Grant and Description of Premises:

- a. The Landlord leases the Premises to the Tenant.
- b. The Real Estate is a part of a larger shopping center (the "Shopping Center"). Certain areas of the Shopping Center have been designated for joint use by all the owners and tenants of the Shopping Center, their guests and invitees, pursuant to certain Declarations of Restrictions and Grants of Easements, other Easement Agreements and Common Area Maintenance Agreements as they may be amended from time to time (the "Shopping Center Agreements"). The Landlord, for itself and the other owners of the Shopping Center, reserves the right at any time to grant utility and other easements over, across, and under any portions of the Shopping Center including the Premises, so long as these easements will not materially impair the Tenant's rights under this Lease. The Landlord reserves the right to amend the Shopping Center Agreements from time to time, in its reasonable discretion, and the Tenant shall be bound by any amendment(s) as long as the amendment(s) do not have a material adverse effect on the Tenant's rights and obligations under this Lease.
- c. As of the Delivery Date, all terms and provisions of this Lease shall be in effect, including but not limited to the Tenant's obligation to provide insurance and to pay for the utilities which shall be furnished to the Premises. However, the Tenant shall not be obligated to pay Rent until the Rent Commencement Date.

3. Term:

The "Term" of this Lease shall begin on the Delivery Date. The Term shall expire the number of months shown above from the later of (i) the Rent Commencement Date, or (ii) the first day of the month following the Rent Commencement Date if the Rent Commencement Date does not occur on the first day of a calendar month (the "Expiration Date").

- a. For purposes of this Agreement, the term "Lease Year" shall mean a period of 12 consecutive calendar months beginning on the Rent Commencement Date. However, if the Rent Commencement Date does not occur on the first day of a calendar month, then the first Lease Year shall include the first partial month along with the following 12 consecutive calendar months.
- b. If the Tenant occupies the Premises after the Expiration Date and continues to pay Rent, and the Landlord accepts the Rent without any written agreement as to the holding over,

then the holding over shall be deemed to be a tenancy from month to month with the monthly Rent to be equal to the monthly Rent being paid immediately prior to the Expiration Date. The holdover month-to-month tenancy may be terminated by either party upon 15 days' notice prior to the end of a monthly period. Nothing contained in this subparagraph shall be construed as (i) obligating the Landlord to accept any Rent tendered by the Tenant after the Expiration Date or (ii) relieving the Tenant of its liability to surrender the Premises as provided for in this Lease.

4. Rent:

The Tenant shall pay rent (the "Rent") to the Landlord as follows:

a. Beginning April 1, 2023, the Tenant shall pay to the Landlord the Rent in advance on the first day of each calendar month of the Term.

b. All Rent shall be paid at the office of the Landlord or at such other place as the Landlord may designate in writing, in advance, without notice, setoff, offset, or deduction of any kind.

c. If the Tenant fails to pay any Rent when due and payable, the unpaid amounts shall bear interest from the date they are due (if not cured within the permitted period set out below) to the date of payment at the rate of 16% per annum (the "Default Interest Rate"). Further, in the event that any Rent is not paid within 5 days after it is due and payable, the Tenant shall pay the "Late Charge" equal to the greater of (i) 6% of the Rent paid late, or (ii) \$100. Any amounts paid by the Landlord to cure any defaults of the Tenant under this lease shall, if not repaired by the Tenant within 5 days after demand by the Landlord, shall then bear interest at the Default Interest Rate.

5. Security Deposit:

The existing deposit held by the Landlord from the previous Tenant shall continue to be maintained during the Term and any extensions of the Term as security for the payment by the Tenant of the Rent and the performance of all the terms, conditions, and covenants of this Lease. The Landlord shall have the right to use all or any portion of the Deposit to cure any default by the Tenant, and if any of the Deposit is utilized in this manner, the Tenant shall promptly pay the amount necessary to replenish the Deposit. The Deposit shall be returned to the Tenants within a reasonable time after the Expiration Date except that the Landlord may withhold all or any portion of the Deposit which is necessary to cover any unpaid Rent for the remainder of the Term, or to compensate the Landlord for any other default in this Lease.

6. Condition of the Premises:

a. Except for as provided below as Landlord's Work to be performed by the Landlord prior to the Delivery Date, the Tenant accepts the Premises in their present "as is" condition. "Landlord's Work" shall consist of the following:

- i. Replacing the roof top exhaust fan on the exterior of the Premises;
- ii. Servicing and necessary repair of windows and doors on the Premises;
- iii. Repair of the broken floor drain;
- iv. Replacement of the grease trap on the Premises.

All finish work including installation of trade fixtures and furnishings, other than the Landlord's Work, required to make the Premises suitable for the Tenant's occupancy and operation of its business is referred to as "the Tenant's Work". The Tenant's Work shall include the portions of the Tenant's Work which the Landlord's contractor has agreed to perform at the Tenant's sole cost and expense, if any.

b. Prior to entering the Premises, the Tenant shall first obtain the Landlord's written approval of the Tenant's plans and specifications (the "Tenant's Plans"). The Landlord's review of the Tenant's Plans are solely for the Landlord's convenience, and the Landlord's approval of the Tenant's Plans shall not constitute evidence of their compliance with any applicable local or state governmental code or regulation. The Tenant's Work shall be done in compliance with this Lease.

7. Use of Premises:

a. The Premises shall be used solely for the purpose of conducting the Permitted Use. The Tenant acknowledges that the Shopping Center Agreements do not permit any portion of the Shopping Center to be used for a bar, tavern or cocktail lounge, nor shall the Real Estate be used for the sale of alcoholic beverages for off-premises consumption. Accordingly, with respect to sale of liquor on the Premises, there shall not be a separate identifiable bar area nor shall alcoholic beverages be sold for off-premises consumption

b. The Tenant shall continuously operate the business consistent with the Permitted Use, and will not change the Permitted Use of the Premises except with the prior written consent of the Landlord. In no event shall the Premises be used for any business which is prohibited by the Shopping Center Agreements.

c. The Tenant shall maintain regular business hours where the Tenant is open to the public. The Tenant shall at all times maintain and conduct its business in a lawful manner, and in strict compliance with this Lease, the Shopping Center Agreements, all governmental laws, rules, regulations, and orders and recommendations of insurance underwriters applicable to the business of the Tenant conducted at the Premises.

d. The Tenant agrees:

(1) Not to permit any conduct, noise, or nuisance at the Premises having a tendency to annoy or disturb any persons occupying the Shopping Center.

(2) To keep the sidewalks, driveways and parking areas located on the Real Estate free from ice and snow, litter, dirt, and obstructions.

(3) To keep the Premises clean and in the sanitary condition as required by any ordinances, and the health, sanitary, and police regulations of any governmental unit having jurisdiction.

(4) Not to permit the Premises, or the walls or floors of the Premises, to be endangered by overloading. The Tenant specifically agrees not to stress in any manner the structural integrity of the Premises, or to do any act which would increase the cost of or inhibit the insurability of the Premises.

(5) To clean and maintain drains and grease traps in good working order. The Tenant shall place all garbage and refuse in designated containers and at locations approved by the Landlord outside the Premises. The cost of drain cleaning and garbage collection shall be the responsibility of the Tenant.

(6) To comply with all reasonable rules and regulations which may be adopted from time to time by the Landlord following appropriate notice to the Tenant.

(7) That it will not generate and store hazardous substances at the Premises except as may be incidental to and necessary for the normal operation of the Tenant as permitted by this Lease. The Tenant shall comply with all obligations imposed by applicable law, rules, regulations, or requirements of any governmental authority regarding the generation and storage of hazardous substances.

8. Maintenance and Repairs:

a. The Landlord shall keep in good condition and repair the exterior, foundations, roof, and structural portions of the Building (except doors, glass, and glass windows), including gutters, downspouts, all service pipes, lines, and mains leading to and from the Premises, and the pavement. Landlord shall perform landscaping services for the Premises, including watering and mowing in the time and manner as determined by the Landlord. If any damage to the Premises is caused by any act or negligence of the Tenant, its employees, agents, licensees, or contractors, then the Tenant shall be solely responsible for the cost of repair to these items. The Landlord shall not be responsible for making any plumbing, electrical, or mechanical repairs or replacements or, other improvements or repairs of any kind upon or within the Premises except as expressly provided for in this Lease.

b. After the Delivery Date, the Tenant shall be responsible at its sole cost and expense for all repairs, maintenance, and replacements to the Premises other than those which are specifically identified in subparagraph a. above to be the responsibility of the Landlord, including but not limited to the interior and exterior portions of all doors, windows, and plate glass, the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by the Tenant or the Landlord; and the pavement markings. All work in the Premises shall be performed by the Tenant in a good and workmanlike manner in compliance with all applicable governmental laws, codes, rules, and regulations free of any liens for labor and materials, and subject to reasonable requirements as the Landlord may impose.

c. The Landlord may enter into a maintenance contract for the HVAC unit for the Premises for the routine inspection and maintenance of the HVAC unit. All expenses incurred by the Landlord for the HVAC unit shall be considered as Building Operating Costs. Any maintenance contract shall not serve to modify the Tenant's obligations under the Lease for repair or replacement of the Premises' HVAC unit.

d. The Tenant shall permit the Landlord at any time to enter the Premises to examine and inspect the Premises, to perform any obligations of the Tenant which the Tenant shall fail to perform (in which event the Landlord shall be entitled to charge the Tenant the cost of those items plus 15% for overhead due from the Tenant upon presentation of a bill), or to perform cleaning, maintenance, janitorial services, repairs, additions, or alterations as the Landlord may deem necessary or proper for the safety, improvement, or preservation of the Premises, or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law.

e. At the Expiration Date, the Tenant shall surrender the Premises in the same condition as existed on the completion of all the Tenant's Work, ordinary wear and tear excepted, clear and free of all debris. The Tenant shall remove all of its trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, walk-in coolers, hoods and exhaust systems, and other removable personal property installed in or on the Premises by the

Tenant. Prior to the end of the Term, the Tenant shall repair all damage to the Premises caused by the removal of these items. If the Tenant fails to vacate the Premises on a timely basis, the Tenant shall be responsible to the Landlord for all costs incurred by the Landlord as a result of that failure, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the Premises. All furniture, trade fixtures and equipment not attached to the Premises, or other personal property not removed, shall conclusively be deemed to have been abandoned and may be stored, destroyed or otherwise disposed of by the Landlord without notice to the Tenant or any other person and without obligation to account; and the Tenant shall pay the Landlord all expenses incurred in connection with the abandoned property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of this property and the costs of cleaning or debris removal. The Tenant's obligation under this subparagraph shall survive the expiration or other termination of this Lease.

9. Common Areas:

a. The "Common Areas" shall mean and refer to all of the following areas to the extent they are located on the Real Estate and the Shopping Center (to the extent that the Landlord has rights): parking areas, driveways, sidewalks, and any other facilities available for common use by all the occupants of space in the Shopping Center and their employees, agents, customers, licensees, and invitees, as they may exist during the Term. The Landlord reserves the right for itself and the owners of the Shopping Center to prevent the acquisition of public rights in the Shopping Center, or to discourage non-customer parking.

b. The Landlord grants to the Tenant the right to use the Common Areas until this Lease is terminated subject to the conditions provided for below and those provided for in the Shopping Center Agreements. The conditions of the Tenant's use of the Common Areas are as follows:

(1) The Common Areas shall be used by the Tenant, its agents, employees, customers, and invitees, in common with agents, employees, customers, and invitees of the Landlord and the other owners, occupants, and the Tenants from time to time in the Real Estate and the Shopping Center.

(2) The Tenant shall make no use of the Common Areas which shall interfere in any way with the lawful or permitted use of the Common Areas by others.

(3) Subject to the provisions of this paragraph, the Landlord and the other owner(s) of the Shopping Center shall have the right from time to time to construct other temporary and permanent buildings or improvements in the Common Areas or elsewhere in the Real Estate and/or the Shopping Center, to change the location or character of, to make alterations of or additions to the Common Areas, to repair and reconstruct the Common Areas, and to do any other acts in and to the Common Areas as they may deem desirable to improve the convenience or usability of the Common Areas; provided,

however, no such improvements shall be made to any portion of the Common Areas located on the Real Estate without the written consent of the Tenant.

(4) Use of all parking areas or other Common Areas shall be subject to rules and regulations from time to time approved by the Landlord.

c. The Landlord agrees that the Tenant may, during the Term, have the non-exclusive right to use all parking areas of the Real Estate and the Shopping Center (to the extent that the Landlord has rights) for the accommodation and parking of automobiles of the Tenant, its officers, agents, and employees, and customers while shopping in the Real Estate. The Landlord shall have the right, however, to be exercised reasonably, to designate and to change the location and direction of parking lanes and to rearrange and relocate parking areas so long as adequate parking for the Real Estate is maintained and access to the Premises is not adversely affected. Adequate parking shall mean that ratio of parking spaces to store area required by the City of Scottsbluff, Nebraska. The Tenant agrees to cause its employees to park their cars only in areas as the Landlord designates as employee parking areas. Upon request of the Landlord, the Tenant shall furnish to the Landlord a complete list of the license numbers of all automobiles operated by the Tenant, its employees, subleases, concessionaires, or licensees.

10. Taxes:

a. The Landlord shall be responsible for the timely payment of all general and special taxes and assessments and all other governmental charges levied, assessed or imposed on the Real Estate (the "Real Estate Taxes"). The Landlord shall pay the Real Estate Taxes before they become delinquent.

b. The Tenant shall pay, prior to their due date, all taxes assessed on its merchandise, trade fixtures, and equipment in or upon the Premises and also general license or franchise taxes, if any, which may be required for the conduct of the Tenant's business.

11. Utilities:

The Tenant shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to the Tenant for use in the Premises. All utilities shall be placed in the Tenant's name.

12. Insurance:

a. The Landlord shall keep all portions of the Building above foundation walls which the Landlord has the obligation to maintain and repair insured against loss or damage by fire and other casualties along with general insurance for the Landlord's public liability (the "Landlord's Insurance"). The Landlord's Insurance shall be in amounts from companies and on

terms and conditions, including endorsements for all risks, vandalism and malicious mischief and loss of rent, as the Landlord considers appropriate.

b. The Tenant shall not do or permit anything to be done at the Building, or bring in anything or keep anything in the Building which shall increase the rate of insurance on the Building above the standard rate; provided, however, the Landlord agrees that as long as the Tenant's use of the Premises is for the Permitted Use and is in compliance with this Lease, then this subparagraph shall not be applicable. If the Tenant's violation of this subparagraph causes an increase in the premium for the Landlord's Insurance, the Tenant will promptly pay to the Landlord on demand the amount of the increase.

c. The Tenant shall maintain, at its own cost, hazard, fire, and extended coverage insurance on the Tenant's property and the contents of the Premises (to include furniture, fixtures, merchandise and equipment) and all items that the Tenant is obligated to maintain and repair under this Lease (including plate glass) with appropriate all risk endorsements. The Tenant assumes all risk of damage to its own property arising from any cause.

d. The Tenant shall maintain, at its own cost, comprehensive general liability insurance, including coverage for bodily injury, property damage, personal injury (employee and contractual liability exclusions deleted), products and completed operations, contractual liability, owners protective liability, host liquor legal liability (where applicable), and broad form property damage with limits of liability of \$1,000,000 for each occurrence combined single limit. This insurance shall be procured from responsible insurance companies authorized to do business in Nebraska, and shall be otherwise satisfactory to the Landlord. In addition:

(1) All policies shall name the Landlord as additional insureds, and shall provide that the policies may not be canceled or altered except upon 30 days prior written notice to the Landlord.

(2) All insurance maintained by the Tenant shall be primary to any insurance provided by the Landlord. If the Tenant obtains any general liability insurance policy on a claims-made basis, the Tenant shall provide continuous liability coverage for claims arising during the entire term of this Lease.

(3) The Tenant shall provide certificate(s) of insurance to the Landlord on or before the Delivery Date and at least thirty (30) days prior to any annual renewal date for the insurance.

e. Neither party shall be liable to the other for any business interruption or any loss or damage to property occurring on the Building or the Common Area or in any manner connected with the Tenant's use and occupation of the Building caused by the negligence or fault of the other party or that party's agents, employees, subleases, licensees, or assignees. The parties each waive all right of recovery against the other, and their respective agents, employees,

subleases, licensees, and assignees, for any loss or for damage to the property of the waiving party. Nothing contained in this subparagraph shall be construed to impose any other or greater liability upon either party than would have existed in the absence of this subparagraph. Each of the parties shall notify their respective insurance carriers of the existence of this waiver and shall require their carrier to include an appropriate waiver of subordination provision in its policies.

13. Damage by Fire or Other Casualty:

The Tenant shall give immediate written notice to the Landlord of any damage caused to the Premises by fire or other casualty. Upon receipt of this notice, the following shall then apply:

a. Within 60 days after receipt of the Tenant's notice, the Landlord shall have the right to notify the Tenant in writing that this Lease is terminated if:

(1) The Premises are substantially damaged whether or not the cause of the damage is covered by the Landlord's Insurance; or

(2) The Premises are partially damaged and the cause of the damage is not covered by the Landlord's Insurance.

For purposes of this paragraph, the term "substantially damaged" shall mean (i) damage to the Premises that cannot reasonably be expected to be repaired or restored within 150 days from the time that the repair or restoration work would be commenced, or (ii) damage caused by an event for which the Landlord is not insured.

b. If the Lease is terminated pursuant to this paragraph, all rent shall be prorated to the date of the termination and as of that date, the parties shall be relieved of all further rights and obligations under this Lease.

c. If the Landlord fails to give timely notice of termination, this Lease shall continue and the Landlord shall proceed to begin rebuilding the Premises to substantially the same condition as existed immediately prior to the damage, but only to the extent that (i) the Landlord is responsible for the repairs under this Lease, and (ii) insurance proceeds attributable to the Landlord's property are recovered by the Landlord, and further subject to zoning laws and building codes then in existence. The Landlord shall not be responsible for any delay in repair or rebuilding which may result from any cause beyond the Landlord's reasonable control.

d. If the Premises are partially damaged by fire or other casualty, the risk of which is covered by the Landlord's insurance, the Landlord shall proceed to begin repairing the damage and restoring the Premises to substantially the same condition as existed immediately prior to the damage, but only to the extent that the Landlord is responsible for the repairs under this Lease.

e. Any repairs or restoration shall be subject to zoning laws and building codes then in existence. The Landlord shall complete the Landlord's work in a timely manner, but shall not be responsible for any delay in repair or rebuilding which may result from any cause beyond the Landlord's reasonable control.

f. No later than immediately following completion of the Landlord's work, the Tenant will proceed with reasonable diligence, and at its sole cost and expense to repair and restore (i) those portions of the Premises which are the Tenant's obligations to repair pursuant to this Lease, and (ii) its fixtures and equipment and reinventory the Premises for reopening as soon as possible.

g. The Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable.

h. This Lease shall continue in effect during any period of repair and restoration. However, if Tenant is not able to continue the operation of its business, and the damage or destruction is not the fault of the Tenant, then from the date of the casualty until the Landlord's repairs are completed, the Base Rent shall abate.

14. Indemnification:

a. The Tenant will indemnify and hold the Landlord harmless from any claims, actions, damages, liability, and expense, including, but not limited to, reasonable attorney fees, in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence on the Premises, or the occupancy or use by the Tenant of the Premises, or caused wholly or in part by any act or omission of the Tenant, its agents, employees, contractors, subleases, concessionaires, or licensees, except where caused by the act or neglect of the Landlord, its agents or employees. This indemnity shall apply in connection with claims, causes of actions, or judgments arising out of the use of the Common Areas, in the event of the carelessness and neglect of the Tenant, its agents, employees, contractors, subleases, concessionaires, or licensees, and shall also apply to the Tenant's occupancy of the Premises during construction and during the installation of its fixtures and equipment even though the Tenant's occupancy may be prior to the Rent Commencement Date.

b. The Landlord will indemnify and hold the Tenant harmless from any and all claims, actions, damages, liability, and expense, including, but not limited to, reasonable attorney fees, in connection with loss of life or personal injury, arising from or out of any occurrence in the Common Areas which is occasioned wholly by any negligent act or omission of the Landlord, its agents, or employees.

15. Eminent Domain:

If all or any part of the Premises shall be taken by eminent domain or condemnation, the Tenant shall have no claim to any portion of any award for damages. However:

a. If only a portion of the Premises is condemned, this Lease shall terminate as to the portion condemned and the Rent shall be recalculated based on any reduction in the square footage of the Building.

b. If as a result of the condemnation there is not sufficient space left in the Premises for the Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to the condemnation or the condemnation of parking and Common Area is so substantial as to render the Premises unsuitable and unfit for the purposes for which they were rented, then the Tenant may terminate this Lease by giving the Landlord notice of termination within 30 days of the agreement or judgment of condemnation.

c. Although all condemnation damages belong to the Landlord, the Tenant shall have the right to claim from the condemning authority any compensation as may be separately awarded or recoverable by the Tenant in its own right for its trade fixtures or moving expenses so long as any award to the Tenant, if any, in no way reduces the Landlord's award.

16. Assignment and Subletting:

a. The Tenant may not assign this Lease or sublet all or any portion of the Premises without obtaining the prior written permission of the Landlord which may be granted or denied in the Landlord's sole discretion. The consent of the Landlord to any assignment or subletting shall not constitute a waiver of the necessity for consent to any subsequent assignment or subletting.

b. Where the Tenant is an entity, assignment or subletting shall include (i) the transfer of a majority of the equity or voting interest of the Tenant, (ii) the transfer of all or a majority of the assets of the Tenant, or (iii) any assignment or subletting by operation of law.

c. If this Lease is assigned, or if all or any portion of the Premises is sublet or occupied by anyone other than the Tenant, without the consent of the Landlord, the Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Rent. However, no such assignment, subletting, occupancy, or collection shall be deemed a waiver of the requirement of consent, or the acceptance of the assignee, subtenant, or occupant as the Tenant, or a release of the Tenant from the further performance by the Tenant of the covenants of this Lease.

d. Notwithstanding any permitted assignment or sublease, the Tenant shall remain primarily liable for the obligations of this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease unless the Landlord specifically releases the Tenant in writing.

e. If any sublessee or assignee is obligated by the Tenant to pay rent to the Tenant for the use of the Premises in excess of the Rent (the "Excess Rent"), the Landlord shall be entitled to receive 50% of the Excess Rent.

f. The Landlord shall be entitled to withhold consent to a proposed assignee or sublessee (i) whose proposed use is a Prohibited Use; (iii) whose proposed use is reasonably expected to require or use a disproportionate amount of vehicular parking or other amenities or services of the Shopping Center; (iv) whose reputation and character is not in keeping with the standards of the Shopping Center; or (v) who is, in the Landlord's sole judgment, financially incapable of performing the obligations under this Lease.

17. Fixtures, Signs, and Alterations:

a. The Tenant shall not erect any exterior sign or any interior window or door signs which are directed to the exterior of the Building without first obtaining the written consent of the Landlord. All signage which is visible from the exterior of the Premises shall be subject to the sign criteria set forth in the Shopping Center Agreements. Any other interior signs shall at all times be in good taste and be maintained in good operating, neat and clean condition. No roof signs or exterior electrical signs which utilize moving parts or flashing, oscillating, or moving lights or variable lighting intensities shall be permitted. Further, all exterior illuminated signs shall derive light from a concealed source (no exposed globes, tubing, etc.).

b. The Tenant may, from time to time, make, at its own cost and expense, any reasonable nonstructural alterations or changes in the interior of the Premises. "Nonstructural" alterations shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures. All alterations or changes shall be performed in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules and regulations, and subject to reasonable requirements the Landlord may impose, including but not limited to maintenance by the Tenant of adequate liability and workmen's compensation insurance. The Landlord agrees to cooperate with the Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this paragraph without expense to the Landlord.

c. The Tenant will not alter the exterior of the Premises (including store front and signs) and shall have no right to make any change, alteration, or addition to the Premises which would impair the structural soundness or diminish or increase the size of the Premises, without the prior written consent of the Landlord.

d. All costs of any alterations permitted under this paragraph shall be paid promptly by the Tenant so as to prevent the filing of any construction liens. All alterations or changes the Tenant may make in the Premises shall be the Tenant's responsibility to maintain, repair and insure as required by this Lease.

c. All alterations and permanent fixtures installed in the Premises, including, but not limited to, all partitions, paneling, carpeting, drapes or other window coverings, and light fixtures (but not including movable furniture or fixtures not attached to the Premises), shall be considered to be a part of the Building and the property of the Landlord and shall remain upon and be surrendered with the Premises as a part of the Premises without disturbance or injury at the end of the Term unless the Landlord by notice given to the Tenant no later than 15 days prior to the end of the Term shall elect to have the Tenant remove all or any portion of the alterations. In that event, the Tenant shall promptly remove, at the Tenant's expense, the alterations specified by the Landlord and return the Premises to their condition prior to the making of the alterations, reasonable wear and tear excepted.

18. Default:

a. The Tenant shall be in default if any one or more of the following events occur (each an "Event of Default"):

(1) Any failure by the Tenant to pay the Rent or any other amounts required under this Lease within 5 days of the date that the payment is due;

(2) The Tenant vacates or abandons the Premises;

(3) The Tenant's rights under this Lease are transferred to or assumed by any other party except as permitted under this Lease;

(4) This Lease or all or any part of the Premises is taken by execution or other process of law directed against the Tenant, or is subject to any attachment against the Tenant, and the taking or attachment is not discharged or disposed of within 15 days after the levy;

(5) The Tenant files a petition in bankruptcy, insolvency, reorganization or other similar arrangement under federal or state law, or is dissolved or makes an assignment for the benefit of creditors;

(6) Involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of the Tenant shall be instituted against the Tenant, or a receiver or trustee shall be appointed of all or substantially all of the property of the Tenant, and the proceeding is not dismissed or vacated within 60 days after the institution or appointment;

(7) The Tenant, or any partners of the Tenant if the Tenant is a partnership, generally fails to pay its debts as they become due;

(8) The Tenant fails to take possession of the Premises on the Delivery Date;

(9) The Tenant fails to perform any other obligations of the Tenant under this Lease, and the nonperformance continues for 15 days after written notice of the nonperformance is given by the Landlord to the Tenant. Provided, however, if the Tenant cannot reasonably comply within 15 days, then the Tenant's nonperformance shall be excused if the Tenant, in good faith, shall commence performance within 15 days and diligently proceeds to completion.

b. Upon an Event of Default, the Landlord shall have all legal remedies available to the Landlord including, but not limited to, the following remedies:

(1) To give the Tenant written notice of intention to terminate this Lease (a "Termination Notice") either immediately or at a later date as provided for in the Termination Notice (the "Termination Date"). The Lease shall then terminate, and the Tenant's right to possession of the Premises shall cease, as of the Termination Date. Provided, however, the Tenant shall not be relieved of the Tenant's obligations which accrued prior to the Termination Date.

(2) Without notice, and without terminating this Lease, to reenter and take possession of all or any portion of the Premises, and expel the Tenant and those claiming through or under the Tenant, and remove their property without prejudice to any remedies for unpaid Rent or other obligations of the Tenant under this Lease.

c. If the Landlord elects to reenter the Premises pursuant to subparagraph b.(2) above, or should the Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the Landlord may:

(1) From time to time, without terminating this Lease, relet all or any part of the Premises upon terms as determined by the Landlord in its sole discretion, and the Landlord may collect and receive the rents. The term of the reletting may be greater or less than the remainder of the Term and the Landlord may include concessions of free rent and alteration and repair of the Premises. The Landlord shall in no way be responsible or liable for any failure to relet the Premises, or for any failure to collect rent due upon the reletting. No notice, reentry or taking possession of the Premises by the Landlord shall be construed as an election on the Landlord's part to terminate this Lease unless a Termination Notice is given to the Tenant. The Landlord reserves the right following any reentry and/or reletting to give a Termination Notice.

(2) Collect from the Tenant the Rent and any other amounts due under this Lease which would have been payable if the repossession had not occurred, less any net proceeds of a reletting, but after deducting all of the Landlord's expenses incurred in connection with the reletting, including, but not limited to, any amounts then owed by the Tenant under this Lease, all repossession costs, brokerage commissions, attorney fees and

legal expenses, alteration and repair costs, and expenses of preparation for the reletting. In addition, any rent concessions will be apportioned over the term of the new lease. The Tenant shall pay all amounts due to the Landlord on the Rent payment dates provided for in this Lease.

d. Actions for the recovery of the amounts due and owing by the Tenant may be brought by the Landlord, from time to time, at the Landlords' election. The Landlord shall not be required to wait until the Expiration Date to bring an action. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other legal right or remedy now or later existing. The Landlord's exercise of any one or more of the rights or remedies provided for in this Lease or by law shall not preclude the simultaneous or later exercise by the Landlord of any or all to the Landlord's other rights or remedies.

e. The Landlord shall have a lien and security interest for the Rent and any other amounts owing under this Lease on all fixtures and personal property of the Tenant located on the Premises. This property shall not be removed without the consent of the Landlord except in the ordinary course of business. Upon the occurrence of an Event of Default, the Landlord may, in addition to any other remedies provided for in this Lease, (i) enter the Premises and take possession of the Tenant's fixtures and personal property without liability for trespass or conversion, and sell the same with or without notice at public or private sale, or (ii) foreclose the lien and security interest in the manner provided for foreclosure of security interests under the Nebraska Uniform Commercial Code. The proceeds of the sale less any and all expenses incurred in connection with the taking of possession and sale of the property, shall be credited against any amounts owed by the Tenant to the Landlord. Any surplus shall be paid to the Tenant, and the Tenant agrees to pay any deficiency. This Lease shall be considered as a security agreement and upon demand by the Landlord, the Tenant agrees to execute and deliver to the Landlord financing statements and other documents as may be required to perfect the Landlord's security interest. Nothing in this subparagraph shall prevent the Tenant from purchase money financing the Tenant's removable trade fixtures, inventory and equipment.

f. In the event that the Tenant alleges a default on the part of the Landlord, the Tenant shall give notice to the Landlord, and the Landlord shall have a reasonable opportunity to cure the default. In no event will the Landlord be responsible for any consequential damages incurred by the Tenant including, but not limited to, lost profits or interruption of business as a result of any alleged default by the Landlord.

19. Notices:

Any notice which may be required to be given under this Lease shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, or delivered by a national overnight delivery service, to the addresses set out at the beginning of this Lease, or at another address as designated by written notice to the other party. All notices shall be considered

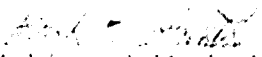
as served when delivered personally, or 5 days following deposit in the U.S. mail, or the day after delivery to an overnight delivery service.

20. Miscellaneous Provisions:

- a. Each party shall be responsible for any amounts owed to any broker or person claiming through the party, and shall indemnify and hold the other party harmless for any such amounts.
- b. On or before the 30th day following each calendar year during the Term, the Tenant shall deliver to the Landlord, an annual financial statement summarizing the Tenant's business at the Premises. The financial statement shall include copies of the Tenant's sales tax reports filed with the Nebraska Department of Revenue for the applicable period.
- c. Wherever there is provided in this Lease a time limitation for performance by the Landlord of any obligation, the time shall be extended to the extent that delay in compliance with the limitation is due to any other factor beyond the reasonable control of the Landlord. In no event shall the Landlord be liable to the Tenant for any indirect or consequential damage(s).
- d. No failure by the Landlord to insist upon the strict performance of any provision of this Lease, or to exercise any right or remedy upon a default by the Tenant, and no acceptance of full or partial rent during the continuance of a default, shall constitute a waiver of any provision or default. The noncompliance with a provision of this Lease shall not be considered as waived unless in writing signed by the Landlord. Any provisions of this Lease which require performance after the Expiration Date shall survive the Expiration Date.
- e. This Lease may be executed in one or more counterparts, each of which may be considered as an original.
- f. If any provision of this Lease is determined to be invalid, the remainder of this Lease shall continue in effect.
- g. This Lease is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Provided, no assignment of all or any portion of this Lease shall relieve any party of its obligations under this Lease.
- h. This Lease shall be governed by the laws of Nebraska.
- i. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

Landlord:

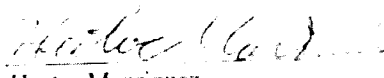
Pavilion South LLC

By: 
Mark L. Smith, Member-Manager

Date:

Tenant:

Hector's, LLC

By: 
Hector Manriquez
Sole Member

Dated 11-20-2022

HECTOR'S LLC

DBA El Rancho Viejo Mexican Restaurant & Cantina

BUISNESS PLAN

Hector's LLC DBA El Rancho Viejo Mexican Restaurant & Cantina was formed in 2022 as part of a family vision. A vision to bring Mexican inspired cuisine and alcoholic concoctions to the panhandle. The outlined business hours will be Mon-Thurs 11:00 am-10:00 pm, Fri- Sat 11:00 am-11:00 pm and Sunday 11:00 am-8:30 pm. Hector Manriquez, owner and manager of Hector's LLC has been in the food and beverage industry for years; working in various of his family's restaurants both in Nebraska and Kansas. We are hopeful to have our doors open by the end of February 2023. In order to make sure the restaurant is always compliant and to avoid ANY selling of alcohol to minors these are a few of the many precautions taken:

- ALL servers we will be TIPS certified
- El Rancho Viejo will have an EXPERIENCED bartender. Not only will he/she know how to handle mixing drinks but will also be enforcing all Nebraska Liquor Laws
- Management will self-conduct tests on servers to ensure the illegal consumption of alcohol doesn't occur on premises

Please free to follow-up with any questions or concerns.

-Hector Manriquez

CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2022)**

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

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

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

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

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, City Manager/Chief of Police
Date: 03/13/2023
Re: Application for a Class I Liquor License Number I - 125499, Hector's, LLC, dba: El Rancho Viejo Mexican Restaurant, 23 West 27th 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 the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

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

I conducted a background check on Hector Manriquez to determine his fitness to hold a liquor license. Hector reported not having any criminal convictions. I did not find any. I found no information that would disqualify Hector from having a liquor license.

After consideration, I have concluded that the applicant is fit to hold 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, March 8, 2023, Hector Manriquez appeared before the Liquor License Holders Investigatory Board to discuss his application. Hector explained that he had been involved in the restaurant business for ten years, four in restaurant management and two years dealing with alcohol at a restaurant. Hector explained that his family currently owns restaurants in Kansas, Nebraska, and Michigan. Hector told the board that he requires his employees to check the identification of all alcohol customers who appear to be 30 years of age and under. Hector said he has an identification reader and a scanner to aid employees in determining a customer's age. Hector said that if an employee did sell alcohol to a minor, they would be counseled and terminated if there was a second offense.

The applicant appears able and willing 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:

Hector told the board that the alcohol would be stored in a locked room where he had the only key. Hector said he would be responsible for the inventory and ordering all the alcohol. Hector said there would be seven employees and required them to attend training. Hector has attended the TIPS training.

After hearing Hector's plan and answering several questions, the board voted unanimously to send a positive recommendation to the Nebraska Liquor Commission.

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

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

The business will be open seven days a week, Monday thru Thursday, 11:00 am to 10:00 pm, Friday thru Saturday, 11:00 am to 11:00 pm, and Sunday, 11:00 pm to 8:30 pm. El Rancho Viejo Mexican Restaurant is in a location that has been a restaurant with a liquor license for many years.

Oversight and accountability will be a priority for the applicant regarding the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 23 West 27th Street, Scottsbluff, NE. It will be a restaurant that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with its location.

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

Other similar businesses in the area with liquor licenses allow for on and offsite sales.

(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 and pedestrian traffic are not of concern now.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 18,559 calls for service, not including traffic citations, during 2022. 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 remain a concern to those businesses that sell alcohol to

minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad 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, training, and close supervision of patrons are essential. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: March 20, 2023

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Kevin Spencer, City Manager

Re: Hector's LLC d/b/a El Rancho Viejo Mexican Restaurant, 23 W. 27th St., Scottsbluff, NE 69361

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

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

Class of License

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

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
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Total Class A Licenses 1

Class B Licenses

Retail

Family Dollar Store #27573	1412 East Overland
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Total Class B Licenses 1

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)
Power House on Broadway, LLC d/b/a Power House Social

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

1721 Broadway

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 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Grass Retail, LLC d/b/a Shortstop
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Essential Fuel
Essential Fuel

503 East Overland
121 W 27th Street
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W
2319 East Overland

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)

Wal-Mart Supercenter #867

TOTAL CLASS D LICENSES**16**

1401 Frontage Rd.

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 Street23 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

TOTAL CLASS IB LICENSES**1**

1722 Broadway

Class L Licenses

Flyover Brewing Company

TOTAL CLASS L LICENSES**1**

1824 Broadway

Class W Licenses**Wholesale**

High Plains Budweiser

TOTAL CLASS W LICENSES**1**

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)

TOTAL CLASS Z LICENSES**1**

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	1
Class C	14
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	48

Memo

EXHIBIT V

Date: February 13, 2023
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "I" Liquor License Application
El Rancho Viejo Mexican Restaurant
23 W. 27th St.
Scottsbluff, NE 69361

Action:

The owners of El Rancho Viejo Mexican Restaurant have applied for a replacement license in the name of Hector's 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 23 W. 27th St. is situated in a C-2 (Neighborhood Commercial) zoning district where restaurants, bars, and taverns are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. All surrounding properties are zoned C-2 (Neighborhood Commercial).
- (2) The off-street parking requirements are 1 space for every 3 seats for restaurants and bars. The occupancy load is 148 people. The occupancy will need access to at least 50 off street parking spaces as required by ordinance. The property appears to meet this standard. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with the C-2 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,282.

CITY OF SCOTTSBLUFF

Liquor Licenses

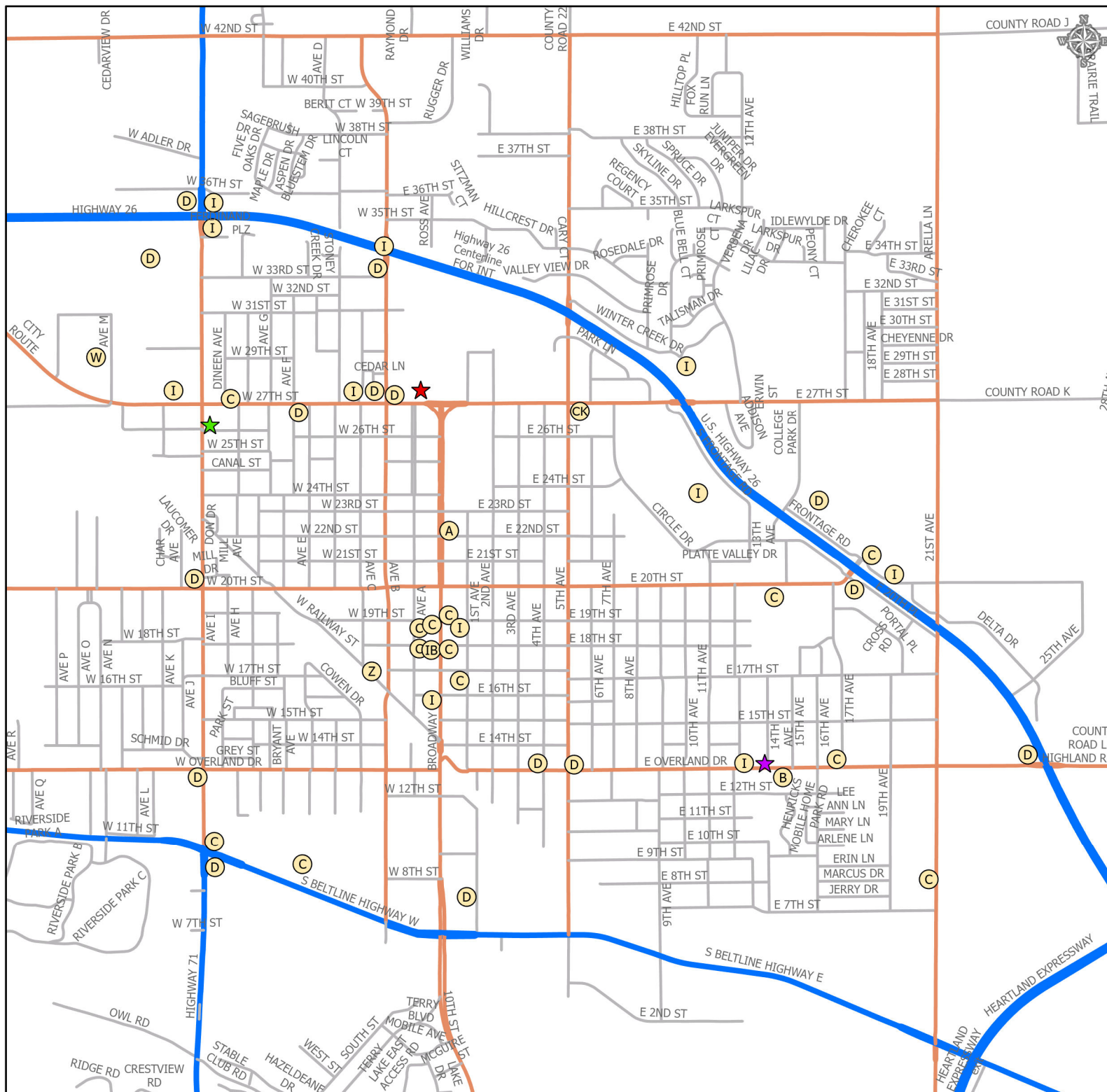
- ★ Applicant
El Rancho Viejo
Mexican Restaurant
Type I - 23 W. 27th St.
- ★ Applicant
Montez Liquor
Type D - 1311 East Overland Dr.
- ★ Applicant
Taco De Oro
Type C- 2601 Avenue I

- Current Licensed Properties
- Highway
- Main Road
- Residential/Rural

- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class IB Beer, Wine, Distilled Spirits on Sale, Beer off sale only
- Class W Wholesale beer
- Catering (K) Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Taylor Stephens
City of Scottsbluff GIS
Created on 3/7/2023
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.



City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
March 8, 2023 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, March 8, 2023 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on March 3, 2023 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Libby Stobel, City Attorney, and Matt Huck, Scottsbluff Public Schools. Absent: Russ Knight, Chairman and Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Vice-Chairman Margheim welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the February 1, 2023 Regular Meeting Minutes – Motion by Spencer, second by Huck to approve the February 1, 2023 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
 - a. Mr. Hector Manriquez, owner and liquor license manager applicant was present to answer questions regarding the Class I Liquor License Application for Hectors, LLC d/b/a El Rancho Viejo Mexican Restaurant, 23 W. 27th St., Scottsbluff. Mr. Manriquez explained his plan is to provide a safe place for the legal sale of alcohol. He added he has four years in management experience as he has worked in family restaurants in both Scottsbluff and Lexington.

Police Chief Spencer asked who would be ordering and controlling the inventory for the business. Mr. Manriquez stated it would be him solely. He also added that all overstock will be kept in a locked room and he would be the only person to have a key, adding, there are seven employees working at the restaurant and all are TIPS certified.

Mr. Manriquez was asked what measures they have in place to prevent underage drinking. He stated they check ID's on people who look under 30 years of age and they also have an ID scanner in front of the register. When asked what would happen to an employee who sold to a minor, Mr. Manriquez answered they would be written up and then terminated if it happened again.

Police Chief Spencer moved, seconded by Committee Member Huck to send a positive recommendation to Council regarding the Nebraska Liquor Control Commission Class I Liquor License for Hector's, LLC d/b/a El Rancho Viejo Mexican Restaurant. Motion passed unanimously.

- b. Ms. Jennifer Heinold, liquor license manager applicant and Mr. Alejandro Martinez, restaurant manager were present to answer questions regarding the Class C liquor license application for Frank Eats, LLC d/b/a Taco De Oro, 2601 Ave. I, Scottsbluff.

Ms. Heinold explained she has experience in the alcohol industry as her prior job was General Manager of the Holiday Inn for 15 years. She went on to state they will be selling 6-8 brands of beer, margaritas and a few mixed drinks and the alcohol will be ordered at the counter, but delivered to the table.

She added they have 13 employees, but only five have taken the TIPS training as they are the ones who take orders and can sell the alcohol. When asked what would happen to an employee that sold to a minor, Ms. Heinold answered they would be terminated.

As far as measures in process to check ID's, Ms. Heinold stated they will check all ID'S using a three-step process as follows; 1) Check the date; 2) Put the date in Square; 3) Scan the ID (will turn red if underage).

Ms. Heinold was asked who would do the ordering and check the inventory. She stated she would be the only one to do that, adding all overstock will be kept in a locked storage room in front of the restaurant and she would have the only key.

Legal Counsel Stobel made a motion to send a positive recommendation to Council regarding the Class C liquor license for Frank Eats, LLC d/b/a Taco De Oro. The motion was seconded by Police Chief Spencer and passed unanimously.

- 8. The meeting adjourned at 2:22 p.m. with a motion by Huck and second by Spencer. Motion passed unanimously.

Andrea Margheim, Vice-Chairman

Kim Wright, Secretary