

City of Scottsbluff, Nebraska
Monday, September 18, 2023
Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Commission on the Class C Liquor License for A&C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: September 18, 2023

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License application from A & C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

Exhibit #1 – Application of A & C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., 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

Anne DeMaranville
100037 Sugar Factory Road
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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

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

License Class: C

License Number:
125906



Office Use Only

NEW / REPLACING _____ 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 Anne Demarville

TRADE (DBA) NAME Wild Horse Saloon

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER Anne Demarville 308-672-8204

CONTACT EMAIL ADDRESS wildhorseneb@gmail.com

Office use only	
PAYMENT TYPE _____	
AMOUNT _____ RCPT _____	
RECEIVED: _____	
DATE DEPOSITED _____	

FORM 100
REV 12/7/2022
PAGE 1

DIRECTIONS

Each item must be included with your application

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

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY**

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO

J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Wild Horse Saloon

Street Address 1702 17th Ave

City Scottsbluff County Scotts Bluff -21 Zip Code 69361-2795

Premises Telephone number 308-225-3433

Business e-mail address wildhorseneb@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 Anne Demaranville

Street Address 100031 Sugar Factory Road

City Scottsbluff State NE Zip Code 69361

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM 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 90 x width 98 in feet

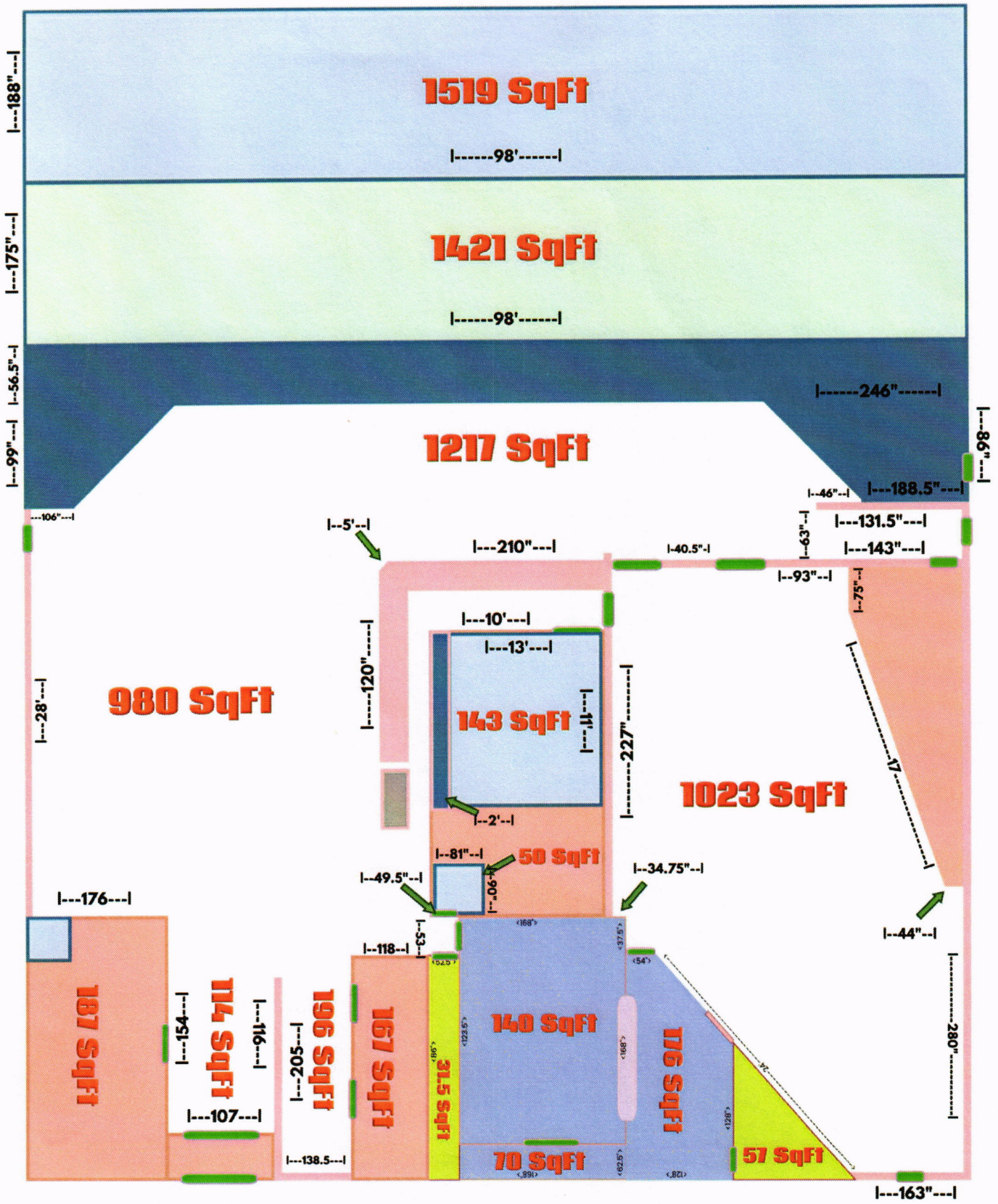
Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length 26 x width 38 in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



7491.5 SqFt
TOTAL

APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

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

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

____ YES NO

If yes, list the lender(s) _____

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. Pool Tables - Paradise Amusement

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.

U.S Bank - Anne DeMaranville -

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.

The Stomping Ground 115404 - Closed, Oregon Trail Roadhouse
122548, - Sold Business, Brother's 27th Street Wings & Burger's
124511 - Closed

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)
Chad Leeling	11/2/2016	Responsible Beverage Alcohol Server

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Manager/owner	9/2015	The Stamping Ground.
Manager/owner	01/2019	Oregon Trail Road House
Manager/owner	09/2021	Brother's 27th Street Wings & Burgers

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

- Lease expiration date November 1st 2025
- Deed
- Purchase Agreement

14. When do you intend to open for business? September 15th 2023

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

16. What are the anticipated hours of operation? 4pm - 1am Monday - Sunday

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Scottsbluff, NE	2019	Current	-		

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Signature of **APPLICANT**
Chad Lepling

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

PERSONAL OATH AND CONSENT OF INVESTIGATION
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Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of APPLICANT

Signature of SPOUSE

Anne DeMareville

Printed Name of APPLICANT

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

Brother's 27th Street Wings and Burgers Alcohol Inventory

Aristocrat Tequilla- 9 Bottles
Bacardi – 2 Bottles
Kahlua – 3 Bottles
Canadian Club- 4 Bottles
Dewars- 2 bottles
Screwball- 1 Bottle
McCormick Gin -8 Bottles
Bentleys Gin- 6 Bottles
Hypnotic 375- 2 Bottles
Buchanans- 2 Bottles
Delcuyper Tripple Sec.- 4 Bottles
Tequilla Rose- 1 Bottle
Branson- 1 Bottle
De Amore- 1 Bottle
Burnetts Whipped- 3 Bottles
Orange Patron- 5 Bottles
Sour Apple- 1 Bottle
Dekuyper Triple Sec.- 4 Bottles
Rebuyper Grape- 3 Bottles
Hot Damn- 5 Bottles
Watermelon- 4 Bottles
Jim Bean Apple- 6 Bottles
Smokey Peach- 1 Bottle
Smokey Caramel- 1 Bottle
Jack Apple- 2 Bottles
Crown Peach- 7 Bottles
Ciroc Red- 4 Bottles
Ciroc- 2 bottles
Ciroc Mango- 1 Bottle
Stella Rose- 30 ind. bottles
Mcgill Cherry- 6 Bottles
Johnny Walker- 1 Bottle
Tangorag- 1 Bottle
Absolute Vanilla- 1 Bottle
Carolans- 1 Bottle
Cocaa- 4 Bottles
Blue Ciroc- 4 Bottles
Bealeys Triple sec.- 12 Bottles
Castillo Tequilla – 3 Bottles
Peach-7 Bottles
Ameretto- 2 Bottles
Rekoper- 3 Bottles
Butter Schotch- 2 Bottles
Shanks- 2 Bottles
UV Blue 1 Bottle
Grand Canadian – 10 Bottles
Maibu Mango-1 Bottle
Kettle One- 1 Bottle
Effen Apple- 5 Bottles
Effen Cucumber- 1 Bottle
Effin Orange- 1 Bottle
Effin- 4 Bottles
McCormick Rum – 8 Bottles
Beantley Whiskey- 6 Bottles
Well Made Whiskey- 3 Bottles
Cherry Pucker- 6 Bottles
Apple Pucker- 6 Bottles
Hypnotic- 1 Bottle
Stella Mascato- 40 ind. Bottles
Chardonay- 28 indiv. bottles
Mascato- 4 indiv bottles.
Pinot- 2 inv bottles

Nebraska Secretary of State

A&C WILD HORSE LLC

SOS Account Number

2307294898

Status

Active

Fri Aug 11 12:33:28 2023

Principal Office Address

No address on file

Registered Agent and Office Address

ANNE DEMARANVILLE
100037 SUGAR FACTORY RD
SCOTTSBLUFF, NE 69361

Designated Office Address

100037 SUGAR FACTORY RD
SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jul 24 2023

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for A&C WILD HORSE 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	Jul 24 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

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

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

[Purchase Now](#)

LIMITED LIABILITY COMPANY (LLC)

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: _____

License Number: _____

RECEIVED

AUG 04 2023
Office Use Only

NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

A : C WildHorse, LLC

Name of Registered Agent: Anne Demaranville

LLC Address: 100037 Sugar Factory Road

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308-672-8204 LLC Fax Number N/A

Name of Managing/Contact Member

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

Last Name: Demaranville First Name: Anne MI: N

Home Address: 100037 Sugar Factory Rd. City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: 308-672-8204

Anne Demaranville

Signature of Managing/Contact Member

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

Last Name: DeMaranville First Name: Anne MI: N.



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

Spouse Social Security Number: — Date of Birth: —

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES

NO

If yes, Form 185 is required

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

Starting Date: 07/01/2023 Ending Date: 12/31/2023

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

MANAGER APPLICATION FORM 103

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: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: A & C Wild Horse LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Wild Horse Saloon

Premises Street Address: 1702 17th Ave

City: Scottsbluff County: Scotts Bluff Zip Code: 68301

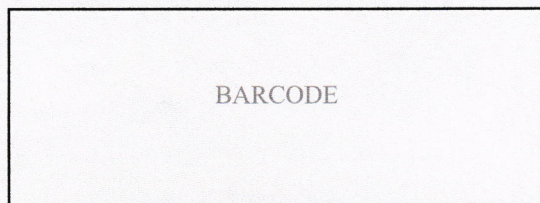
Premises Phone Number: 308-225-3433

Premises Email address: wildhorseneb@gmail.com

Ann O'Malley

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



FORM 103
REV 12/8/2022
PAGE 1

MANAGER INFORMATION

Last Name: Leeling First Name: Chad MI: L
Home Address: 914 W. Overland
City: Scottsbluff County: Scotts Bluff Zip Code: 69361
Home Phone Number: 308 225-3433



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: _____
Date of Birth: _____ Place of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2009	Current			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
09/2015	11/2021	Shot's Bar & Grill		
09/2021	05/2023	Brother's 27 th Street Wings: Burgers		

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
Chad Leeling	11/2018	Bridgport NE	Speeding	80 in 65
	2014	NE	prob of Insuance	
	2005	CO	Child Abuse	dismissed

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad Lecling	01/2014 2015-2023	Responsible Beverage Alcohol Server: Held liquor license #'s 122548, 124511

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

YES NO


PERSONAL OATH AND CONSENT OF INVESTIGATION

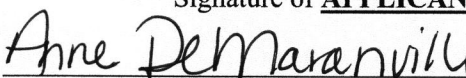
SIGNATURE PAGE – PLEASE READ CAREFULLY

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.

***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 applicant and spouse.



Signature of **APPLICANT**


Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

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

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



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

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

Name of Person Being Fingerprinted: Anne DeMarunville

Date fingerprints were taken: 07/28/2023

Location where fingerprints were taken: State Patrol Office - Scottsbluff, NE 68901
troop 2

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

Anne DeMarunville
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

**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
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Fingerprint cards should be submitted with the application.

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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name A&C Wild Horse, LLC

Name of Person Being Fingerprinted: Chad Leeper

Date fingerprints were taken: 2021

Location where fingerprints were taken: State Patrol Troop E

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

Operating Agreement
A&C Wild Horse LLC,
a Nebraska Limited Liability Company

THIS OPERATING AGREEMENT of A&C Wild Horse LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Nebraska limited liability company under the Nebraska Uniform Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Nebraska. The Members hereby adopt and approve the Certificate of Organization of the Company filed with the Nebraska Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Nebraska Uniform Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Nebraska Uniform Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
 - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
 - (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS,
CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Nebraska Uniform Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Nebraska Uniform Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Nebraska Uniform Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Nebraska Uniform Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the Certificate of Organization of the Company, as may be amended from time to time ("Certificate of Organization"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Organization, this Agreement, or the Nebraska Uniform Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Nebraska Uniform Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Nebraska Uniform Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Nebraska Uniform Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Nebraska Uniform Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Nebraska law. "Proceeding," as used in this Article 9, means any

threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Nebraska law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Certificate of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Nebraska Uniform Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are

not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Nebraska Uniform Limited Liability Company Act.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Nebraska. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 8/02/2023



Signature of Anne DeMaranville

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Anne DeMaranville 100037 Sugar Factory Rd Scottsbluff, Nebraska 69361	_____	100%

July 24, 2023

Re: A&C Wild Horse LLC

To Whom It May Concern:

Based on the information provided to the organizer, LegalZoom.com, Inc. ("LegalZoom"), the member of A&C Wild Horse LLC (the "Company"), are as follows:

Anne DeMaranville

LegalZoom resigns as organizer for the Company effective upon the date of this letter.

Yours sincerely,

LegalZoom.com, Inc.



By: _____

Cheyenne Moseley

Authorized Representative

Agreed to on: 07/24/2023

By: Anne DeMaranville

Name: Anne DeMaranville

"Representative"

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1 day of May 2023,
by and between CHEEMA INVESTMENTS, LLC, a Nebraska Limited Liability
company, referred to hereafter as "LANDLORD", and A&C Wild Horse, LLC, Anne DeMaranville,
Chad Leeling, collectively and jointly and severally. TENANT herein.

WITNESSETH:

PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises located
at 1702 17th Avenue, Scottsbluff, Nebraska, legally described as:

Block 4, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff
County, Nebraska, and, Lot 2, Subdivision of Block 9, EAST PORTAL
ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska

The premises has been operated as a bowling alley, and included in the lease is all
bowling equipment, pins, pin setting infrastructure, and all shoes, bowling balls, and
miscellaneous equipment currently located on or in the premises. Also included is all
restaurant equipment and appliances, office equipment, and all other miscellaneous
personal property currently located in the premises. Parties shall complete an inventory
of personal property located on or in the premises at the time possession under this lease
is given to Tenant.

USE OF PREMISES

The Premises shall be used by Tenant for the purpose of operating a bowling
alley, restaurant, and family entertainment center, and for such purposes as Tenant shall
elect, provided Tenant shall not use or occupy, or permit the use or occupancy of the
leased Premises, or any part thereof, in any unlawful manner or for any illegal purpose or

in such manner as to constitute a nuisance or in violation of any provision of this lease, the terms and conditions of any certificate of occupancy applicable to the Premises, or for any purpose or in a manner which may cause structural injury, and shall not use or occupy, or permit the use or occupancy of the Premises, for any purpose not permitted by the laws, rules, regulations, and ordinances of the applicable governmental authorities. The premises, and all equipment and personal property included in this lease shall be maintained by Tenant in a good and serviceable condition, and shall, at the expiration of this lease or any extension or renewal term thereof, be restored to Landlord in its present condition, reasonable wear and tear associated with normal use excepted.

TERM OF LEASE

The Term of this lease shall commence on the date possession of the premises is given to Tenant, and shall continue for a period of TWO (2) years, commencing on the 1st day of MAY 2023 and continuing for 24 months thereafter. Landlord and Tenant agree that they will discuss renewal or extension of the lease, and or purchase of the premises by Tenant, sixty days before the expiration of the term of this lease, and if a renewal, extension or purchase is agreed to, the parties shall execute a new lease or agreement for the same.

RENT

Tenant shall pay to Landlord as rent for the leased premises, the sum of \$48000, which sum shall be paid in monthly installments of \$2000.00 each, commencing on MAY 1, 2023, and a like amount of \$2000.00 on the first day of each month thereafter for the full 24 month period.

PAYMENT OF RENT

Tenant shall pay all Rental payments when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental, or other sum due Landlord under the terms of this Lease, not paid when due shall bear interest from the original due date at the rate of not less than 14% per annum until paid.

TENANTS MAINTENANCE AND REPAIR OF BUILDING

Tenant shall maintain the interior and exterior of the building in a neat and orderly fashion, and shall not allow waste or neglect to diminish the value of the building or detract from its appearance. Tenant shall be responsible for making all necessary repairs to the plumbing, electrical and lighting, and maintenance of the heating system in the building, and to the pin setting equipment, bowling lanes, fire protection system and all other improvements, fixtures, appliances, equipment, and personal property located in the premises. Tenant shall have the responsibility of replacing light bulbs and florescent lighting as the same shall be required during the term of the lease, and keeping and maintaining the parking lot, sidewalks and exterior of the building, including the roof, in good condition. Tenant shall keep the parking lot and walkways free of snow and ice, and in a safe condition for customer and patron use. This lease is to be a "Tripple Net" lease, with the Tenant responsible for all necessary repairs and maintenance of the premises, and the parties specifically acknowledge that the amount of rent to be paid to Landlord for the premises for a building of the size and included improvements as the current premises, has been set and agreed to with recognition of the obligations of Tenant in mind.

ALTERATIONS TO THE PREMISES

Tenant shall not, without the written consent of Landlord, be permitted to make any structural modification to or remodeling of the premises, including by way of example but not limitation, removal or relocating of interior walls, doorways, windows or hallways, removal of wall or floor coverings, lighting fixtures or plumbing fixtures, removal of any bowling alley infrastructure, including lanes and pin setting equipment. Landlord will consider any request of Tenant for permission to remodel or make structural modifications to the premises, and will not unreasonably withhold such consent provided the same shall not diminish the value or utility of the premises, and provided further that Tenant shall provide Landlord with a detailed description of the proposed work and Tenant's plan for restoring the premises at the expiration of the term of this lease. All improvement to the building and premises shall remain with the premises at the expiration of this lease, and shall be the property of Landlord.

UTILITIES

Tenant shall pay all utility charges for water, gas, electricity, sewer, trash removal and other city services and utility charge, accruing during the term of the lease or any extension or renewal thereof, promptly when the same shall be due. In the event any deposits for utilities shall be required, Tenant shall pay the same, and shall cause the utility accounts to be established in Tenant's name.

ASSIGNMENT AND SUBLEASE

Tenant shall not be permitted, without the consent of Landlord, to assign or sublet the premises or any portion thereof, except to a subsidiary or other division of Tenant. Any assignment or sublease shall not relieve Tenant of its obligations to Landlord provided for herein.

TAXES

Landlord shall be responsible for and agrees to pay all real estate taxes and assessments accruing before or during the term of the lease.

INSURANCE

Tenant shall, during the term of this lease agreement, keep in effect casualty and hazard insurance, insuring the premises against loss from fire, flood and other occurrence. Tenant shall additionally purchase and maintain public premises liability insurance in an amount not less than \$1,000,000.00. Tenant shall be responsible for any renters insurance, insuring Tenant's contents and personal property located within the premises. The premium cost for premises liability insurance and casualty and hazard insurance shall be split between the parties. Tenant shall, at the commencement of this lease, provide Landlord with a certificate of insurance demonstration that tenant has in full force and effect the required insurance, and the casualty and hazard insurance shall identify Landlord as having the insurable interest. Tenant shall at the time of renewal of such insurance provide Landlord with additional certificates of insurance.

LANDLORD'S RIGHT TO ENTER THE PREMISES

During the term of this lease, Landlord shall have the right to enter the premises at reasonable times to view and inspect the premises, make repairs and alterations which are the responsibility of Landlord, and take such other action as shall be necessary to protect and preserve the integrity and value of the premises.

PURCHASE OF REPLACEMENT PROPERTY

Tenant may, during the term of this lease, purchase additional bowling balls, shoes or other equipment, or purchase additional appliances or other items of personal property to be used in the operation of the bowling alley and restaurant. Personal property, equipment or appliances purchased to replace damaged or destroyed personal property currently in the premises, shall remain in the premises at the expiration of the lease, and be the property of Landlord. Any additional personal property, equipment, appliances, games, arcade property, or other personal property, not affixed to the real estate, shall remain the property of Tenant at the expiration of this lease, and Tenant shall be entitled to remove the same (as long as removal does not cause damage to the premises). Personal property affixed to the real estate, e.g. water softener, water heater, air conditioner units, ceiling lighting, signage, wall and floor coverings, shall remain with the premises at the expiration of the lease, and shall be the property of Landlord. Tenant shall purchase and replace any such personal property and equipment, damaged or destroyed during the term of this lease.

DEFAULT AND TERMINATION

At the expiration of the term of this lease, unless extended or renewed, Tenant shall restore possession of the premise to Landlord in a clean, neat and orderly fashion, and in the same condition as the same are presently in, reasonable wear and tear associated with normal use excepted, and excepting further any change in condition of the premises caused by remodeling if agreed to by Landlord as provided for herein

LIMITATION OF LANDLORD'S PERSONAL LIABILITY

Tenant specifically agrees to, and by the presents does indemnify and hold Landlord harmless for any claim, cause of action or damage sustained by Landlord arising out of the possession of or use of the premises by Tenant.

ENTIRE AGREEMENT-BINDING EFFECT

This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This agreement shall bind the parties, their heirs, assigns except as provided for herein, personal representatives and successors in interest.

Dated this 2 day of May, 2023 *KS*

Cheema Investments, LLC, Landlord

By: *Kuldeep Singh*
Kuldeep Singh, Member/Manager

Anne DeMarville

A&C Wild Horse, LLC /Anne DeMarville

Chad Leeling
Chad Leeling

STATE OF NEBRASKA)
) ss

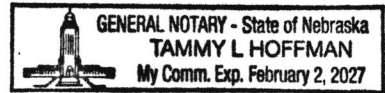
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this 2 day of August, 2023 by Kuldip Singh, for and on behalf of Cheema Investments, LLC, LANDLORD herein.

My Commission Expires:

Tammy L Hoffman
Notary

STATE OF NEBRASKA)
)
COUNTY OF SCOTTS BLUFF) ss)



Wild Horse Saloon

Business Plan

Prepared By:

Anne DeMaranville

1702 17th Ave
Scottsbluff, Nebraska 69361
308-672-8204
Wildhorse.meb@gmail.com

I. Executive Summary

Wild Horse Saloon (referred to from hereon in as the "Company") is intended as a Limited Liability Company at 1702 17th Ave, Scottsbluff, Nebraska 69361 with the expectation of rapid expansion in the hospitality industry industry.

Business Description

The Company shall be formed as Limited Company under Nebraska state laws and headed by Anne Demaranville.

Management Team

The Company has assembled an experienced management team:

Manager- Chad Leeling, *Chad has over 16 years of experience in the bar and alcohol management. Chad has received may certifications, one being the safe serve certification. Chad's role will be to oversee day to day operations as well as train on boarding employees.*

Business Mission

The Wild Horse Saloon's mission is to create a fun and safe environment for adults to come together and enjoy live music, from local artists and national acts as well as offer a pool hall in a country style bar.

New Service

The Company is prepared to introduce the following services:

Alcohol and Food Service: The Wild Horse Saloon will offer services such as providing alcohol and non-alcohol drinks and cocktails as well as appetizer foods.

II. Business Summary

Industry Overview

In the Unites States, the hospitality industry presently makes an average of \$33,00 dollars in a 12-month period.

Research shows that consumers in the industry primarily focus on the following factors when making purchasing decisions: The environment and atmosphere, as well as the service from your staff. With Alcohol being one of main sellers at this location, we hope to draw a responsible crowd that will make this a fun atmosphere and give the community a different option when waiting to get together for a social event. We will be hiring staff that know the liquor laws and are trained in such.

Business Goals and Objectives.

Short Term:

Wild Horse Saloon's short-term goal is to create and introduce the community to a safe and fun, country style bar. At this location we will offer live music, a social environment, and a pool hall for all to enjoy.

Long Term:

Wild Horse Saloon's long-term goal is to have a well-known country bar where the community enjoys the environment. This bar will offer local band artists a place to display their talents to the community and for the community to come in and enjoy national artists. The goal is to create a successful, safe country bar that will offer a variety of things for peers to get together. There will be a pool hall for all to enjoy while listening to live bands.

Legal Issues

The company affirms that its promoters have acquired all legally required trademarks, patents, and licenses.

III. Marketing Summary

Target Markers

The Company's major target markets are as follows:

Adult atmosphere for anyone over the age of 21

The established number of potential clients withing the Company's geographic scope is 400 +

Pricing Strategy

The Company has completed a thorough analysis of its competitor's pricing. Keeping in mind our competition's pricing and the cost of customer acquisition, we have decided on the following pricing strategy.

The Wild Horse Saloon will offer a variety of different fun specials throughout the week and weekend as well as a Happy Hour on designated days and times.

Promotional Strategy

The company will promote sales using the following methods:

The Wild Horse Saloon plans on promoting the business via online platforms, advertisement, and radio advertisement.

One of the best promoting strategy and advertisements will be “word of mouth” it is our goal to provide and maintain a clean, safe and fun environment for this community.

Services

First-rate service is intended to be the focus of the Company and a cornerstone of the brand’s success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts, or complaints. This is expected to create a loyal brand following and return business.

IV. Financial Plan

12-Month Profit Projection

Monthly expense for salaries and overhead (projected)	\$6,500
Revenue and sales for first year of business (projected)	\$ 233,000.00

The Wild Horse Saloon

Anne DeMaranville



PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
 Lincoln NE 68509-5046
 (402)471-4881
 brenda.hiland@nebraska.gov
 OTC Local Ref ID: 85577050
 8/4/2023 03:08 PM

Status: **APPROVED**
 Customer Name: Anne DeMaranville
 Type: Visa
 Credit Card Number: **** * 9489

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	79920332	\$400.00

Applicant Name:: **A&C Wild horse LLC**
 Trade Name (DBA):: **Wild horse saloon**
 Address:: **1702 17th Ave**
 City:: **Scottsbluff**
 State:: **NE**
 Zip Code:: **69361**
 Phone Number:: **3086728204**
 Email Address:: **Wildhorse.neb@gmail.com**

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

Hiland, Brenda

From: Hiland, Brenda
Sent: Friday, August 4, 2023 1:08 PM
To: wildhorseneb@gmail.com
Cc: Wessel, Misty
Subject: LIQUOR LICENSE APPLICATION - Wild Horse Saloon, C-125906

Anne, please pay the \$400 application fee online here - [PAYPORT](#)

Brenda Hiland

Administrative Program Officer I – Licensing Division
Nebraska Liquor Control Commission
(402) 471-4881
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

Wessel, Misty

From: Chad Leeling <wildhorseneb@gmail.com>
Sent: Tuesday, August 15, 2023 11:22 AM
To: Wessel, Misty
Cc: Anne DeMaranville; Hiland, Brenda
Subject: Re: Wild Horse Saloon

Good morning Misty,
I made a few adjustments to it, let me know if this is easier to understand if not I will work on redoing it.



On Tue, Aug 15, 2023 at 7:22 AM Wessel, Misty <Misty.Wessel@nebraska.gov> wrote:

Good Morning Anne & Chad,

I received your business plan in the previous email. However, I have attached your original diagram for your application. I am needing a new one as this one is just really hard to make out. It can be hand drawl with the dimensions on the drawing. Please indicate with direction is north. This goes to the fire marshal for their inspection. Once I receive this I can get your application entered and the reviews sent.

Please let me know if you have any questions.

Thank you,

Misty Wessel

Licensing Division/Special Designated Licenses

Nebraska Liquor Control Commission

Direct Line: 402-471-4893

Email- Misty.wessel@nebraska.gov

SDL Website Link: <https://lcc.nebraska.gov/special-designated-licenses>

From: Anne DeMaranville <annedee1031@gmail.com>

Sent: Monday, August 14, 2023 11:14 AM

To: Wessel, Misty <Misty.Wessel@nebraska.gov>

Subject: Wild Horse Saloon Business Plan

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: 09/14/2023
Re: Application for a Class C Liquor License Number C - 125906, A & C Wild Horse Saloon, LLC, dba: Wild Horse Saloon, 1702 17th Avenue, 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:

A background was conducted on Anne DeMaranville, owner of the Wild Horse Saloon, and Chad Leeling, the establishment's manager. The purpose of the background investigation is partly to determine their fitness to hold a liquor license. Anne reported no criminal convictions, and none were found. Chad Leeling reported the following convictions: Speeding in "Bridgeport, NE, in 2018 " and "No Proof of Insurance" in Nebraska in 2014. The background investigation revealed that Chad failed to report a speeding conviction in Kimball County on 3/10/2021. And two Driving Under Suspension convictions, both in Scotts Bluff County, one on 10/15/1999 and the other 12/20/2000.

The investigation further revealed that Chad has had several judgments against him.

12/27/2022	Accelerated Receivables Solutions	\$16,158.00
7/14/2022	Sales Tax Lien State of Nebraska	\$6,962.00
5/31.2022	Credit Management Service Inc.	\$241.00
6/16/2017	Credit Management Service Inc.	\$585.00
9/22/2016	Arlene Gydesen	\$4,000.00
7/20/2016	Credit Management Service Inc.	\$556.00
8/8/2012	Credit Management Service Inc.	\$172.00
9/15/2010	Accelerated Receivable Solutions	\$1,406.00
7/15/1998	Continental Collection Agency Denver, CO Court	\$1,536.00

On 7/14/2023, the Scotts Bluff County Sheriff's Office served a Scotts Bluff District Court Execution for \$66,338.00 on Chad and his business, Stomping Grounds LLC.

On 4/15/2022, the Scotts Bluff County Sheriff's Office served an Execution for the Nebraska Attorney General's Office for \$1,371.54 on 27th Street Wings & Burgers, Chad's previous business.

Chad hired the Scottsbluff Police Department to provide security at two events and failed to pay as agreed. The Buckcherry event on 7/10/2021 was \$481.50, and MMA Fights on 9/10/2021 was \$909.50. Both outstanding debts have been sent to collections.

There also appears to be several pending Civil Cases.

After asking about a few judgments, Chad explained that much of his financial difficulties were due to COVID-19. Chad also stated that another bar owner used his number to purchase food items from Sysco and ran a bill on his account.

Anne also assured the board that Chad would not handle any money. Explaining that she is good with money, Chad is not. Anne supported this by saying that Chad is good at managing a bar, not money, and she needs him for his experience.

After consideration, I have concluded that the applicant, Anne DeMaranville, has no disqualifying events or information in her background. However, in considering Neb Rev Stat § 53-125, "Classes of Persons to whom no license issued. No License of any kind shall be issued to (2) a person who is not of good character and reputation in the community in which he or she resides." Chad has a history of not fulfilling his agreements. I cannot conclude or say that Chad is fit, willing, and able to be a manager on this liquor license. Additionally, one cannot consider the liquor license applicant separate or apart from the manager application.

(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, September 13, 2023, Anne DeMaranville and Chad Leeling appeared before the Liquor License Holders Investigatory Board to discuss the application. Anne initially explained the application and the processes the business would have in place to comply with the rules and regulations. Anne reported that she does not have any retail alcohol experience but does have plans to attend training. Anne further explained that no one under 21 would be allowed in the business, and all customers would be required to possess and show valid identification. Anne stated they will have calendars to help employees determine customers' ages. Anne said that there are security cameras that are recording inside and outside of the business. Anne stated that any employee caught selling to a minor would be terminated immediately.

(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:

Anne told the board that the alcohol would be stored in a locked room. Anne said Chad would be responsible for the inventory and ordering of the alcohol. Anne told us there would be six to eight employees, and all would be required to complete training. After hearing that Chad would order the alcohol, the board asked Anne how it would be paid for. Anne said she would pay for the order but did state that she had a full-time job and could not always be at the business. The alcohol must be paid for at the time of delivery. Also, the delivery trucks can arrive at unpredictable times.

After hearing Anne and Chad's plan and answering several questions, the board voted unanimously to send a "**Negative**" recommendation to the City Council.

(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 six days a week, Monday through Thursday, 4:00 p.m. to 8:00 p.m., and Friday through Saturday, 4:00 p.m. to 1:00 a.m. The Wild Horse Saloon is at a location that was previously a bowling alley and did have a Liquor License.

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:

At the Liquor License Holders Investigatory Board meeting, Lynette Richards protested the issuance of this liquor license, stating that Chad was claiming to be the CEO of the Wild Horse on his Facebook page and that Chad "was full of excuses." Lynette additionally provided a two-page document titled "Petition Opposing Liquor License for Wild Horse Saloon," with 35 signatures. Lynette said she plans to attend the city council meeting to further her protest and will likely have more signatures by then.

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

The business is located at 1702 17th Ave, Scottsbluff, NE. It will be a Bar 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 complex. 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: September 18, 2023
To: Honorable Mayor McKerrigan and Members of the City Council
From: Kimberley Wright, City Clerk
CC: Kevin Spencer, City Manager
Re: A & C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., Scottsbluff, NE

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

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

Class of License

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

Class A Licenses

Restaurants

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

Total Class A Licenses 1

Class B Licenses

Retail

Family Dollar Store #27573 1412 East Overland

Total Class B Licenses 1

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)

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

Power House on Broadway, LLC d/b/a Power House Social
(Catering)
Frank Eats, LLC d/b/a Taco De Oro

1721 Broadway

2601 Avenue I

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 (AS 22, LLC)
Maverik Stores Inc.,
Walgreens
Essential Fuel
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
837 27th Street

Liquor Stores

Montez Liquor
Cigarette Chain
Discount/Grocery Stores
Target (Catering)
Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

17

1311 E Overland Dr.
323 East Overland

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants

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

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

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis
TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

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	15
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	49

Memo

Exhibit V

Date: August 18th, 2023
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "C" Liquor License Application
Wild Horse Saloon
1702 17th Ave
Scottsbluff, NE 69361

Action:

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 1702 17th Ave is situated in a C-2 (Neighborhood Commercial) zoning district where restaurant/bar/taverns are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) In a C-2 Zone (Neighborhood Commercial), there is one parking space required per 250 square feet of retail space, so for the applicant, 30 parking spaces are required. There is adequate parking available on site to meet this requirement.
- (3) The properties to the North and West of 1702 17th Ave. are zoned R-4 (Heavy Density Multiple-Family). There are two properties to the East. One is C-3 (Heavy Commercial) and the other is zoned R-4 (Heavy Density Multiple-Family). The properties situated directly South is zoned R-1a (Single-Family Residential).
- (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 14,283.

Petition Opposing Liquor License for Wild Horse Saloon

All signature need to be City of Scottsbluff residents.

Name	Address
Mary Sheffield	1823 6 th Avenue, Scottsbluff, NE
Auna Huns	1913 Ave P, Scottsbluff, NE
John Ayers Andrew Donzick	2810 19 th Ave, Scottsbluff NE
Ruby Ellis	1614 4 th Ave, Scottsbluff, NE
Jasmin Santos Ramirez	1505 6 th Ave, Scottsbluff NE
Mark West	2030 11th St Geering
Kathleen Andrews	11001 Ave J, Scottsbluff NE
Vicky Anderson	1001 Ave J, Scottsbluff, NE
Debi Stromberg	3802 E 38 th St, Scottsbluff
Ray Richards	3009 Primrose Dr, Scottsbluff, NE
Marc A. Smith	1418 Bryant Ave, Scottsbluff
Marianne Smith	1501 Ave L, Scottsbluff
Galente Hewett	1101 Ave N, Scottsbluff
John Hewett	1101 Ave L, Scottsbluff
Shirley Rummel	617 W 33 rd St Apt #216 SB
Lara-Holm	1520 9th Ave Scottsbluff NE
Spina Jensen	2309 Ave A, Scottsbluff, NE
John J. Jensen	1520 9 th Ave, Scottsbluff, NE
Eric R. Burton	1620 2nd Ave Scottsbluff NE
James B. Burton	1620 2nd Ave Scottsbluff NE
Chris Davis	1506 Park St Scottsbluff NE
Andy Luning	65 Woodley Park Dr, NE 69302
Kim Rusch	2509 Ave. G, Scottsbluff, NE 69306
Peter Cappato	3010 Ave C, Scottsbluff NE
Reed Hill	1205 Ave K, Scottsbluff NE
Sherry B. Hill	1918 Ave L, Scottsbluff NE 69361
Sherry Alvarado	1715 Broadway, Scottsbluff, NE 69302
Paul G. Rice	1404 11 th Ave Scottsbluff, NE
Carol J. Rice	1004 11 th Ave, Scottsbluff, NE
Mark Jones	1813 3 rd Ave, Scottsbluff, NE
Joann Jones	1813 2nd Ave, Scottsbluff
Wade Splattstresser	3010 Ave C SB
Arlene Cowden	Village @ RW



City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
September 13, 2023 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, September 13, 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 September 7, 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: Russ Knight, Chairman, Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Libby Stobel, City Attorney, Emily Norman, WNCC., Matt Huck, Scottsbluff Public Schools. Absent: Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Chairman Knight welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the June 14, 2023 Regular Meeting Minutes – Motion by Margheim, second by Spencer to approve the June 14, 2023 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
 - a. Ms. Anne DeMaranville, owner of A&C Wild Horse, LLC d/b/a Wild Horse Saloon and Mr. Chad Leeling liquor license manager applicant were present to answer questions regarding the Class C Liquor License Application for A & C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., Scottsbluff, NE.

Police Chief Spencer started by asking what experience Ms. DeMaranville has in the liquor industry. Ms. DeMaranville answered she has no experience other than watching and observing those who do. She has not taken any training as of yet, but plans on taking the ServSafe training. She added all of her staff will have experience and will be required to take the training as well. Mr. Spencer asked how they plan to stop under age drinking in the establishment. Ms. DeMaranville stated no one under 21 will be allowed in the business and they will card at the door. They also will have electronic calendars located throughout the establishment, as well as security cameras located outside and

inside. Inside security cameras will be located behind the counter, at every exit, on the dance floor, in the pool room, and in the locked stock room. Ms. DeMaranville was asked who would do the ordering and take care of inventory. She answered that would be Chad Leeling's job as the liquor license manager, since she has a full-time job.

Ms. DeMaranville explained they will have 6-8 employees and 2 security officers employed and all will be required to keep their training up to date. When asked what would happen if an employee sold to a minor, Ms. DeMaranville stated they would be terminated.

Legal Counsel Stobel then asked Ms. DeMaranville what her role is in the business. She stated she is the owner, will foresee everything and do all the bookkeeping. Chairman Knight asked about the inventory that was listed in the application, stating it was listed without a cash value, questioning what Ms. DeMaranville would pay for it. Ms. DeMaranville stated she was not sure, hoping to get information at the meeting. Mr. Knight then asked if the State Patrol had counted the inventory. Mr. Bryan Woods with the State Patrol approached and stated it has not been counted. Mr. Leeling was then asked about the inventory. He stated it is from his old business, Brothers 27th Street Wings & Burgers, and is located in his basement right now, as that is what he was told to do with his inventory when the same thing happened to him during Covid. Mr. Knight then informed Ms. DeMaranville that the inventory will not be able to be used and is a major red flag, since the prior license Mr. Leeling obtained cannot transfer or sale alcohol because of the business closing and having no liquor license. In addition, Mr. Knight informed Ms. DeMaranville that he has concerns with the lease, as well as her not having any experience in the alcohol industry and relying on Mr. Leeling for guidance.

Police Chief Spencer came forward and asked about the map, included in the application, of the area the license would cover, stating it was very hard to read. He then informed Ms. DeMaranville of steps she would have to complete to receive a Certificate of Occupancy in order for anyone to be allowed in the building. Those steps include: 1) Obtaining a building permit for the wall that was built, 2) Fire Suppression System needs to be working, 3) North exit needs to allow patrons to evacuate into an open area, 4) West exit door needs to be functioning and have a stoop and walkway, and 5) a fire alarm system.

Mr. Spencer then asked liquor license manager applicant Chad Leeling about unpaid bills that are showing up on his background report. Mr. Leeling stated Covid had a lot to do with the situation he is in now and he is trying to make it right.

During discussion, Mr. Knight recommended to Ms. DeMaranville that she go to a lawyer and get the lease fixed, adding she should never have applied for the liquor license without a solid financial foundation. Legal Counsel Stobel recommended to Ms. DeMaranville that she become informed, that she knows what is going on and not rely on other people to inform her.

Ms. Lanette Richards with Project Extra Mile approached to comment. She stated she has quite a few concerns with Chad's involvement with the business and liquor license, citing a post on Facebook listing Chad as the CEO and founder of Wild Horse Saloon. She also will be submitting a petition to City Council, at their meeting on September 18th, of citizens who oppose this liquor license.

Fire Chief, Tom Schingle then approached wanting to address concerns regarding the fire codes. Mr. Schingle stated Katie Quintana, former Fire Marshal for the City, in May sent Mr. Leeling an email of all the fire codes for a night club bar establishment. On May 23rd sent a follow-up email discussing a phase 1 and phase 2 plan, which has not been submitted to the City as of yet. Mr. Schingle also added Mr. Leeling will still need to obtain a fire panel.

Mr. Chris Perales, Fire Marshal, came forward stating it was observed on August 28th and September 1st there were people occupying the building and that is a concern since they do not have a Certificate of Occupancy or the proper permits.

After discussion, Police Chief Spencer moved, seconded by Committee Member Huck to send a negative recommendation to Council regarding the Class C Liquor License for A&C Wild Horse, LLC d/b/a Wild Horse Saloon. Motion passed unanimously.

There was no other business presented. The meeting adjourned at 2:43 p.m.

Russ Knight, Chairman

Kim Wright, Secretary

★ Applicant
A&C Wild Horse, LLC
dba Wild Horse Saloon
1702 17th Ave

- 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 9/7/2023
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.

