

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2024**

**Regular Meeting**

## **Item Pub. Hear.3**

**Council to conduct a public hearing set for this date at 6:00 p.m. to receive information on the Class I Liquor License for Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

# Agenda Statement

Item No.

For meeting of: March 4, 2024

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class I Liquor License application from Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, 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.

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## EXHIBITS

Resolution  Ordinance  Contract  Minutes  Plan/Map

Other (specify)  Application, Memorandums, Exhibits

Exhibit #1 – Application of Papa Moon Vineyards & Winery, LLC d/b/a Papa Moon Ciders, 3109 Ave. B, 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

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**NOTIFICATION LIST:** Yes  No  Further Instructions

Ryan Massey  
230977 County Road J  
Scottsbluff, NE 69361

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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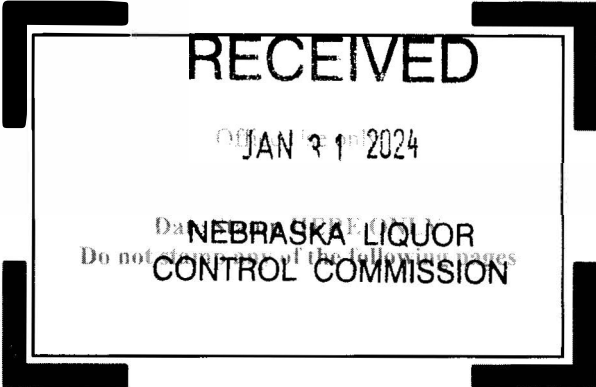
Rev 3/1/99CClerk

**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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: I

License Number:  
**126265**



**Office Use Only**

NEW / REPLACING \_\_\_\_\_ TOP Yes / No Yes

Hot List Yes / No \_\_\_\_\_ Initial: KF

**PLEASE READ CAREFULLY**

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

APPLICANT NAME Papa Moon Vineyards + Winery LLC

TRADE (DBA) NAME Papa Moon Ciders

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Ryan Massey

CONTACT EMAIL ADDRESS ryan@papamoonvineyards.com  
reed

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$400</u> RCPT _____	
RECEIVED: <u>1-31-24</u>	
DATE DEPOSITED _____	

FORM 100  
REV 12/7/2022  
PAGE 1

**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 PERSON ASSISTING WITH APPLICATION (if applicable)**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

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

FORM 100  
REV 12/7/2022  
PAGE 3

Trade Name (doing business as) Papa Moon Vineyards + Winery LLC  
Street Address Avenue 3109 Ave B  
City Scottsbluff County Scottsbluff 21 Zip Code 69361-4350  
Premises Telephone number 470-281-7551  
Business e-mail address Info@papamoonvineyards.com  
Is this location inside the city/village corporate limits YES X NO \_\_\_\_\_

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

Check if same as premises

Name Papa Moon  
Street Address Avenue 3109 Ave B  
City Scottsbluff State Nebraska Zip Code 69361-4350

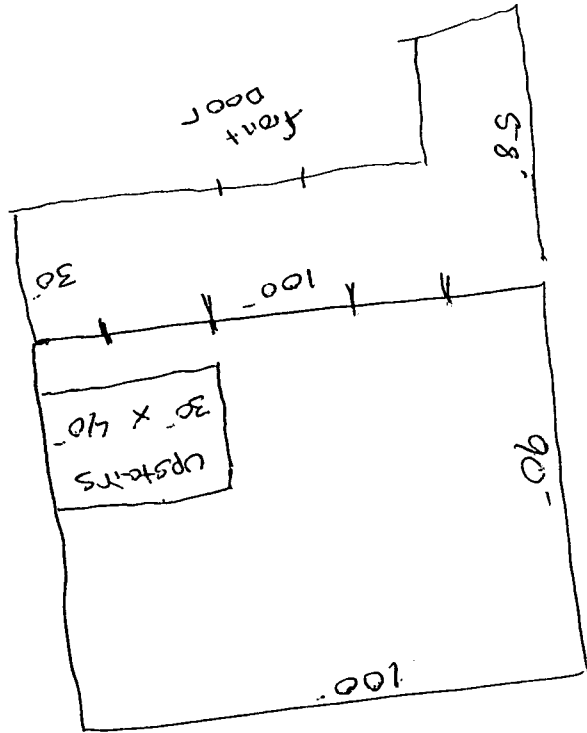
IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 220 x width 100 in feet  
Is there a basement? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet  
Is there an outdoor area? Yes X No \_\_\_\_\_ If yes, length 295 x width 357 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 2 Second floor approx 30' x 40'

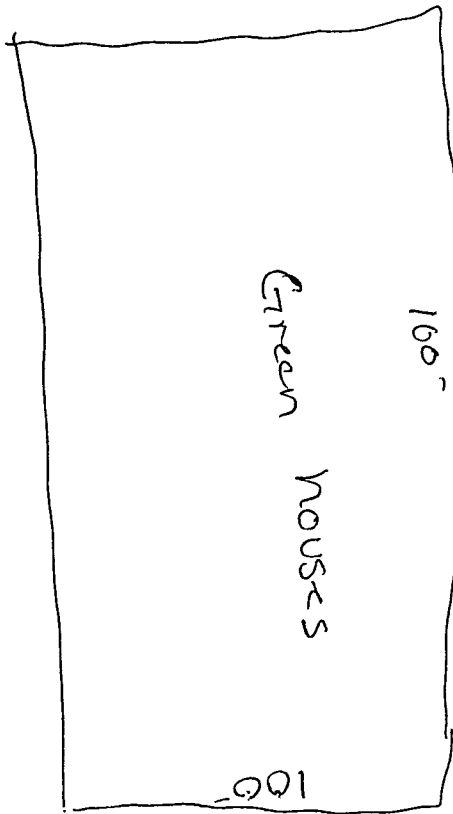
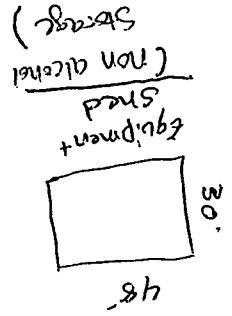
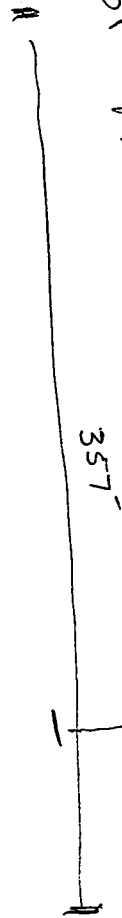
**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

Included with winery Application

Entire property fenced in with 8 foot fence



" Outdoor Area "



295'

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

Table with 5 columns: 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) Platte Valley Bank

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

YES  NO

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

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

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

Platte Valley Bank, 1212 Circle Dr. Scottsbluff, NE. Ryan, Katlyn, Trevor, Jim Masscy

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.

Papa Moon - 230975 CRJ, Scottsbluff Nebraska  
(current) 125858, 125526



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)
Ryan Massey	6/22	TIPS

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Ryan Massey/owner	2012	Papa moon. Scottsbluff, NE
Trevor Massey/owner	2012	" "
James Massey/owner	2012	" "

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

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

Lease expiration date \_\_\_\_\_  
 Deed (Included with attachments)  
 Purchase Agreement

14. When do you intend to open for business? February 2024

15. What will be the main nature of business? Production of Ciders / Food Service.

16. What are the anticipated hours of operation? wednesday to Saturday 11AM - 10PM

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Ryan Massey, Scottsbluff, NE	1989	present	Katlyn Massey Scottsbluff, NE	2010	present
Trevor Massey, Scottsbluff, NE	2011	present	Leah Massey, Scottsbluff, NE	2010	present
<del>James Massey</del>	1986	present	Barbra Sullivan, Madison, MS	2000	present

If necessary, attach a separate sheet

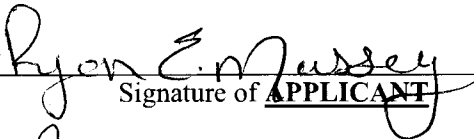
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

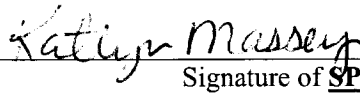
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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.

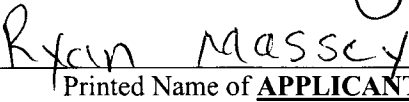
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person 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.

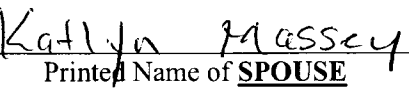
***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction,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

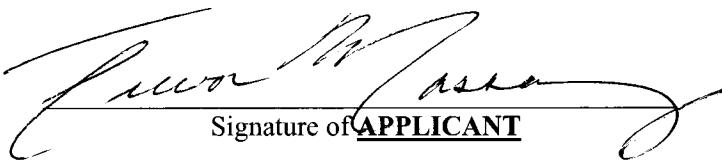
**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**


  
Signature of APPLICANT

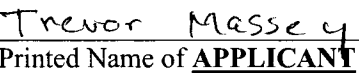
  
Signature of SPOUSE

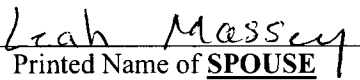
  
Printed Name of APPLICANT

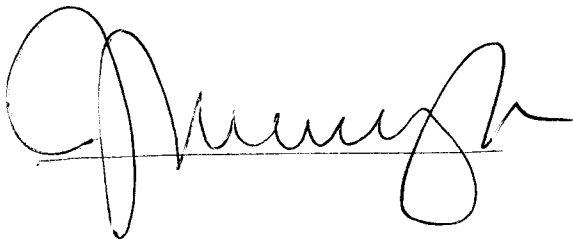
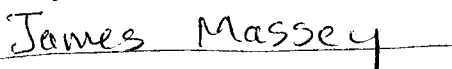
  
Printed Name of SPOUSE

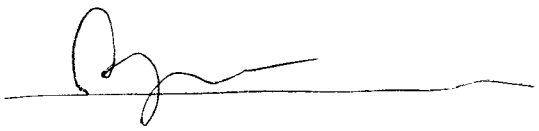
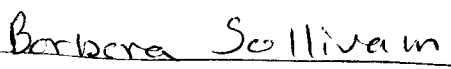
  
Signature of APPLICANT

  
Signature of SPOUSE

  
Printed Name of APPLICANT

  
Printed Name of SPOUSE

  
  
James Massey

  
  
Barbara Sullivan

# Nebraska Secretary of State

## PAPA MOON VINEYARDS & WINERY, LLC

Thu Feb 8 08:32:05 2024

**SOS Account Number**

2212219464

**Status**

Active

**Principal Office Address**

230975 CR J  
SCOTTSBLUFF, NE 69361  
USA

**Registered Agent and Office Address**

RYAN E MASSEY  
230975 COUNTY ROAD J  
SCOTTSBLUFF, NE 69361

**Designated Office Address**

230975 COUNTY ROAD J  
SCOTTSBLUFF, NE 69361

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Dec 06 2022

**Next Report Due Date**

Jan 01 2025

**Associated Entities**

Account Number	Name	Type	Status
2303106489	PAPA MOON BREWING	Trade Name	Inactive
2301037285	PAPA MOON CIDERS	Trade Name	Active
10203398	PAPA MOON VINEYARDS & WINERY	Trade Name	Active

**Filed Documents**

Filed documents for PAPA MOON VINEYARDS & WINERY, 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	Dec 06 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Proof of Publication	Jan 15 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Jan 17 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**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](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

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

[Continue to Order](#)

[↑ Back to Top](#)

# 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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## 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**

Papa Moon Vineyards + Winery LLC

Name of Registered Agent: Ryan Massey

LLC Address: 230975 <sup>County Road</sup> ~~ER~~ J ~~500~~

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308 631 8380 LLC Fax Number: NA

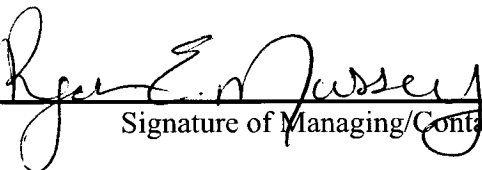
### **Name of Managing/Contact Member**

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

Last Name: Massey First Name: Ryan MI: E

Home Address: 230977 <sup>County Road</sup> ~~ER~~ J City: Scottsbluff

State: Nebraska Zip Code: 69361 Home Phone Number: 308 631 8380

  
Signature of Managing/Contact Member

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

Last Name: Massey First Name: Ryan MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Katlyn Massey  
Spouse Social Security Number: \_\_\_\_\_  
Percentage of member ownership 33.33

Last Name: Massey First Name: Trevor MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Leah K. Massey  
Spouse Social Security Number: \_\_\_\_\_  
Percentage of member ownership 33.33

Last Name: Massey First Name: James MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): Barbara Davey Sullivan  
Spouse Social Security Number: \_\_\_\_\_  
Percentage of member ownership 33.33

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: 1/1/23      Ending Date: 12/31/23

**Is this a Non Profit Corporation?**

YES       NO

If yes, provide the Federal ID #. \_\_\_\_\_

**CERTIFICATE OF ORGANIZATION  
OF  
PAPA MOON VINEYARDS & WINERY, LLC**

**I.  
NAME**

The name of this limited liability company is:  
**PAPA MOON VINEYARDS & WINERY, LLC**

**II.  
INITIAL DESIGNATED OFFICE AND AGENT FOR SERVICE**


The address of the limited liability company's initial designated office in the state of Nebraska is: 230975 County Road J, Scottsbluff, Nebraska 69361.

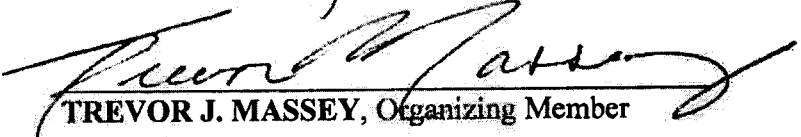
The name and address of its initial agent for service of process in the state of Nebraska is:  
Ryan E. Massey, 230975 County Road J, Scottsbluff, NE 69361.

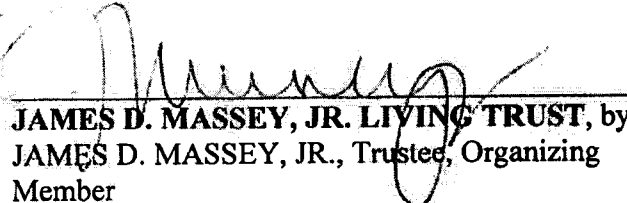
**III.  
PURPOSE**

The purpose for which the limited liability company is organized is the transaction of any and all lawful business for which limited liability companies may be formed under the Nebraska Uniform Limited Liability Company Act.

DATED this 28 day of November, 2022.

  
\_\_\_\_\_  
RYAN E. MASSEY, Organizing Member

  
\_\_\_\_\_  
TREVOR J. MASSEY, Organizing Member

  
\_\_\_\_\_  
JAMES D. MASSEY, JR. LIVING TRUST, by  
JAMES D. MASSEY, JR., Trustee, Organizing  
Member



**OPERATING AGREEMENT**  
**OF**  
**PAPA MOON VINEYARDS & WINERY, LLC**

**I.**  
**MANAGEMENT**

1.1 Members. Management of the company shall be vested in each member in proportion to such member's contribution to the capital of the company, as adjusted from time to time to properly reflect any additional contribution or withdrawal by another member.

1.2 Ownership. Ryan E. Massey owns 33.33% interest in the LLC, Trevor J. Massey owns 33.33% interest in the LLC, and James D. Massey, Jr. owns 33.34% interest in the LLC, as joint tenants with right of survivorship.

1.3 Contracting Authority. The company shall not enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, nor incur any indebtedness, except with the approval of all members holding at least a majority in interest of the company. No member shall take any action on behalf of the company or otherwise bind the company except with the approval of members holding at least a majority in interest of the company.

1.4 Statement of Authority. The Manager may deliver to the Nebraska Secretary of State for filing a statement of authority pursuant to Neb. Rev. Stat., §21-127. The statement may provide with respect to any Member or Manager, the authority or limitations on the authority to do any of the following:

- (a) Execute an instrument transferring real property held in the name of the company; and
- (b) Enter into other transactions on behalf of, or otherwise act for or bind, the company.

1.5 Duties of Members. No member shall be expected to devote full time and attention to the affairs of the company, but shall devote the amounts of time and attention reasonable and appropriate in the member's good faith judgment under the circumstances then prevailing.

1.6 Officers of the Company. The officers of the Company shall be a President and Secretary/Treasurer, and shall be elected annually by the members. The officers shall report and be accountable to the Members of the Company. The duties and responsibilities of the officers are as follows:

President: The President shall be the principal officer of the Company and shall carry out the direct operations of the Company under the direction of the Members. The President

shall preside at all meetings of the Company members. The President shall have such other duties and responsibilities as may be prescribed by the Members from time to time.

**Secretary:** The Secretary of the Company shall:

- (a) Keep the minutes of the meetings of the members.
- (b) See that all notices are given in accordance with the provisions of this agreement;
- (c) Be custodian of the Company records
- (d) Keep a record of the names and addresses of the members
- (e) In general, perform all the duties of the Secretary and such other duties as may from time to time be assigned by the Members.

**Treasurer:** The Treasurer of the Company shall:

- (a) In general, have charge and custody and be responsible for all funds, securities, and property of the Company.
- (b) Receive and give receipt for monies due and payable to the Company from any source whatsoever and deposit all such monies in such banks or other depositories as shall be selected by the Members.
- (c) In general, perform all the duties of the Treasurer and such other duties as may from time to time be assigned by the Members.

## II.

### CONTRIBUTIONS TO CAPITAL

2.1 **Initial Contributions.** Each member agrees to make the initial contribution to the capital of the company described on "Exhibit A" attached to this agreement on the date hereof. No member may make any additional, voluntary contributions to the capital of the company except with the prior written consent of a majority in interest of the members of the company.

2.2 **Additional Contributions.** No member shall be required to make any additional contributions to the capital of the company, except to the extent expressly set forth in this agreement or in the certificate of organization. Any requirement to contribute additional funds to the capital of the company shall be imposed upon the members pro rata based upon their respective percentage interests, except to the extent that all members agree to the contrary.

## III.

### MAINTENANCE OF CAPITAL ACCOUNTS

3.1 **Maintenance Provisions.** A capital account shall be maintained on the books and records of the company with respect to each member.

- (a) To each member's capital account there shall be credited:
  - (i) the cash and the fair market value (as reasonably agreed by the members in good faith) of any property other than cash contributed by the members to the capital of the company;
  - (ii) The member's allocable share of profits, and any items of income or gain which are specially allocated to the member; and

- (iii) The amount of any company liabilities assumed by the member or which are secured by any property of the company distributed to the members.
- (b) To each member's capital account there shall be debited;
- (i) The amount of cash and the fair market value of any property (as reasonably agreed by the members in good faith) of the company distributed to the member;
  - (ii) The member's allocable share of losses and any items of expense or loss which are reasonably allocated to the member; and
  - (iii) The amount of any liabilities of the member assumed by the company or which are secured by any property contributed by the member to the company.

3.2 Transfer of Capital Accounts. If all or a portion of an interest in the company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to that portion of the capital account of the transferor which is allocable to the transferred interest.

3.3 Capital Contributions. For purposes of this agreement, "capital contribution" means, with respect to any member, the amount of money and the fair market value of any property (as reasonably agreed by the members in good faith) contributed to the company with respect to the interest held by that member.

#### IV. ALLOCATIONS OF PROFITS AND LOSSES

4.1 Allocations. The company's profits or losses for any fiscal year shall be allocated among the members in accordance with their respective cumulative capital contributions, adjusted to reflect any withdrawals of capital by any members. The percentage of the capital, profits, and losses of the company allocable to a member, determined in the manner set forth in this Section 4.1, shall be referred to herein as such member's "percentage interest" in the company.

#### 4.2 Other Allocation Rules.

(a) To determine the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the members, using any permissible method under Internal Revenue Code Section 706 and the Regulations thereunder.

(b) The members are aware of the income tax consequences of the allocations made by this Section 4 and hereby agree to be bound by the provisions of this Section 4 in reporting their shares of company income and loss for income tax purposes.

#### V. NON-LIQUIDATING DISTRIBUTIONS

5.1 Discretionary Distributions. To the extent that the company's assets exceed its liabilities (other than liabilities to members on account of their capital contributions) the company, with the approval of a majority in interest of the members, may make non-liquidating distributions

of cash or other property to members from time to time on a pro rata basis in accordance with the member's respective percentage interests.

## VI. DISSOLUTION AND WINDING UP

6.1 Liquidating Events. The company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "liquidating event"):

- (a) The written agreement of all members to dissolve, wind up, and liquidate the company; or
- (b) The death, retirement, withdrawal, resignation, expulsion, bankruptcy, or dissolution of any member in the company, unless the business of the company is continued by written consent of at least a majority in interest of the remaining member.

The members hereby agree that, notwithstanding any provision of the Nebraska Uniform Limited Liability Company Act, (the "Act"), the company shall not dissolve prior to the occurrence of a liquidating event. If a court of competent jurisdiction determines that the company has dissolved prior to the occurrence of a liquidating event, the members hereby agree to continue the business of the company without a winding up or liquidation until the occurrence of a liquidating event.

6.2 Winding Up. Upon the occurrence of a liquidating event, the company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its asset, and satisfying the claims of its creditors and members. No member shall take any action that is inconsistent with or not necessary to or appropriate for, the winding up the company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this agreement shall continue in full force and effect until such time as the assets of the company have been distributed pursuant to this section and the company has terminated. The members shall be responsible for overseeing the winding up and liquidation of the company, shall take full account of the company's liabilities and assets, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds from the liquidation, to the extent they are sufficient, to be applied and distributed in the manner required by the Act.

## VII. TRANSFERABILITY OF INTERESTS

7.1 General. The Members do not want any Membership Units to be made generally available to persons other than current Members. Except as otherwise permitted herein, the Members agree that no Member will encumber, transfer, or permit to be encumbered or transferred all or any portion of a Membership Unit, including the economic transferable interest of the Member, whether now or hereafter acquired, except in accordance with the terms of this Agreement or with the prior written unanimous consent of the Members (other than the Offering Member). The Company books shall not reflect any attempted encumbrance or transfer of any Membership Units not in accordance with the terms of this Agreement.

7.2 Encumbrances. Notwithstanding any other restriction in this Agreement, Members may not encumber, or permit to be encumbered, all or any portion of a Member's Membership Units as security or collateral for loans acquired, assumed or contracted for by the Company, without the prior written unanimous consent of the Members (other than the encumbering Member).

7.3 Transfer by Gift or Bequest. Any member may transfer by gift or bequest all or any portion of his or her interest in the company to a spouse and/or child(ren) of the transferring member, or to a trust established for the benefit of such spouse and/or child(ren), or to an existing member of the company upon written notice to the company, of such gift or bequest. This is subject to a right of first refusal by the other members to purchase or the LLC to buy back that interest.

7.4 Death of Member. In the event that a member dies, and provided the business of the company is continued pursuant to this Operating Agreement, the company or the remaining members may at their option repurchase the deceased member's interest in the company from the deceased member's heirs for an amount equal to the fair market value of the interest on the member's date of death. The fair market value of the member's interest shall be as agreed in good faith by the remaining members and the personal representative(s) of the deceased member's estate; provided that, if no such agreement has been reached within ninety (90) days of the date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to the remaining members and the estate of the deceased member, which shall bear equally the cost of such appraisal. The fair market value of the deceased member's interest shall be payable by the company to the deceased member's estate within one hundred twenty (120) days of the establishment of such fair market value on the payment terms set forth in Section 7.4 of this agreement.

7.5 Buy/Sell Rights. Except as provided in Section 7.1, 7.2, and 7.3 of this Operating Agreement, any member desiring to sell, transfer or assign all or any part of the member's interest to a third party shall communicate such intention in writing to the company and all other members stating the purchase price proposed for the transfer. Within thirty (30) days after receiving this notice, the company may purchase, at its option, all or any part of the interest described in the notice for the purchase price stated in this notice. If the company elects not to purchase all of such interest within such thirty (30) day period, then the other members at that time may purchase, at their option, all or any part of the interest within forty-five (45) days of receiving such notice on the same terms and conditions that were available to the company. If more than one member shall desire to acquire this interest and no agreement is reached regarding the portion of the interest each may acquire, the members shall acquire the interest in proportion to their respective percentage interest. If, after the lapse of forty-five (45) days from the date of the notice, neither the company nor the other members have acquired the entire interest proposed to be transferred, then the selling member may consummate the proposed transfer of the remaining interest at a price and on payment terms no more favorable to the buyer than those available to the company and the members under this Section; provided, however, that if this sale is not consummated within one hundred twenty (120) days after lapse of the other member's option to purchase, no sale shall be permitted without again offering the interest to the company and the members in the foregoing manner.

7.6 Expenses. Except as otherwise expressly provided herein, all expenses of the company incident to the admission of the transferee to the company as a member shall be charged to and paid by the transferring member.

## VIII. FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the company shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

## IX. ACCOUNTING

9.1 Accounting. The company shall at all times maintain full and accurate books of account, in which shall be entered all the transactions of the company. The books of account shall be kept at the principal office of the company, and shall be open to reasonable inspection and examination by the members and their duly authorized representatives during normal business hours. The company shall deliver to each member within ninety (90) days after the expiration of each company fiscal year a) financial statements of the company for that fiscal year compiled on an income tax basis of accounting by an independent certified public accountant, b) the information about the company for that fiscal year required to be provided to the members for income tax purposes, c) a statement of each member's allocated share of profits or losses for the fiscal year, and d) the balance in each member's capital account as of the end of that fiscal year.

## X. SALARIES OF OFFICERS

10.1 Salaries of Officers. The compensation, if any, to be paid to a member in exchange for the member's services to the company shall be fixed by a majority in interest of the members in their discretion from time to time.

## XI. INDEMNIFICATION

11.1 General Indemnity Provision. With the approval of a majority in interest of the members, the company may indemnify any person who is a party (or is threatened to be made a party) to any action, suit or proceeding (whether civil, criminal, administrative, or investigative), if such person is a party by reason of the fact that he or she is or was a member, employee or agent of the company, or is or was serving at the request of the company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. This person may be indemnified against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

11.2 Insurance. With the approval of a majority in interest of the members, the company may purchase and maintain insurance on behalf of any person who is or was a member, employee or agent of the company or is or was serving at the request of the company as a manager, member, director, officer, employee or agent of another limited liability company, corporation,

partnership, joint venture, trust, or other enterprise, against any liability asserted against the person and incurred in any such capacity or arising out of his or her status as such.

## XII. MISCELLANEOUS

12.1 Successors. This Operating Agreement and all its terms and provisions shall be binding upon the members and any new members and their respective legal representatives, heirs, successors, and permitted assigns.

12.2 Notices. All notices or other communications under this Operating Agreement shall be in writing (unless the Operating Agreement otherwise provides) and shall be considered properly given if delivered by hand or mailed by first class United States Mail, postage prepaid, addressed in care of the respective members at their last-known addresses. Notice may also be delivered by means of a confirmed telecopy, provided the original of the notice is also promptly deposited in the United State Mail, first class, postage prepaid, addressed to the members at their last-known address. Notice of change of address shall be given to the company by hand or first-class United States Mail, after the date of receipt of which notice, the change of address shall be effective. Unless actual receipt of a notice is required by an express provision of this Operating Agreement, any notice shall be deemed to be effective as of the earliest of (a) the date of delivery or confirmed telecopy, or (b) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any communication shall be considered a successful delivery of that communication.

12.3 Applicable Law. This Operating Agreement and the rights and obligations of the members under it shall be construed and interpreted under the laws of the State of Nebraska.

12.4 Amendments. Upon the affirmative vote of all the members of the company, amendments to this Operating Agreement may be adopted, and each member shall promptly execute the amendments or other documents as the company deems appropriate to reflect the amendments under the law of the state of Nebraska.

12.5 Waiver of Partition. Each of the members of the company irrevocably waives any right to maintain any action for partition with respect to the property of the company.

12.6 Company Property. The legal title to any real or personal property or interest in real or personal now or hereafter acquired by the company shall be owned, held or operated in the name of the company, and no member, individually, shall have any ownership interest in such property.

12.7 Acceptance of Prior Acts by New Members. Each person, becoming a member, ratifies all action duly taken by the company, under the terms of this Operating Agreement, prior to the date the person becomes a member.

12.8 Section Headings. The division of this Operating Agreement into sections, subsections, and exhibits is for convenience of reference only and shall not affect the interpretation or construction of this Operating Agreement.

12.9 Severability. In the event that one or more of the provisions contained in this Operating Agreement or any portions thereof are unenforceable or are declared invalid for any reason, this unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions of this Operating Agreement. Each unenforceable or invalid portion of this Operating Agreement shall be severable from the remainder of the Operating Agreement and the remainder of this Operating Agreement shall be interpreted as if the unenforceable or invalid provision or portion had not been included as a part of it.

12.10 Agreement for Further Execution. At any time or times, upon the request of any member, the other members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of a certificate whenever the amendment or cancellation is required by law or by this Operating Agreement, and to cause the filing of any of the same of record wherever such filing is required by law.

12.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single agreement.

12.12 Time. Time is an essential element to the performance of this Operating Agreement by each member.

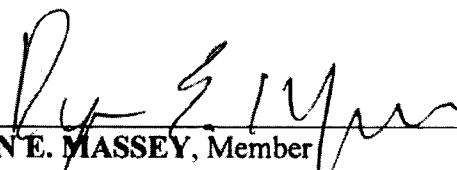
12.13 Contracts with Related Parties; Competition. Nothing in this Operating Agreement or in law shall prevent or be construed to prevent any of the members, or any person related to any member, from dealing with the company as to any matter whatever, provided the terms of this dealing are fair and reasonable to the company as determined by a majority in interest of the other members.

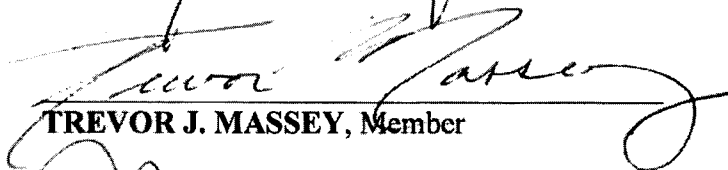
12.14 No Brokers. Each member hereby represents and warrants to the others that no broker, finder, or other person performing similar services is entitled to any commission, fee or other compensation on account of the member's entry into this Operating Agreement, and each member hereby agrees to indemnify the other members harmless from and against any such commissions, fees, or other compensation as may be claimed on account of dealings between the claimant and the indemnifying member.

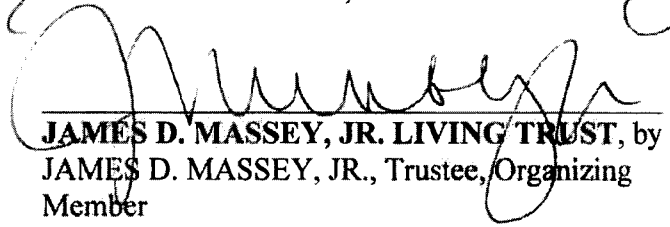
12.15 Copies Reliable and Admissible. This Operating Agreement shall be considered to have been executed by a person if there is a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original or of a counterpart of the Operating Agreement which has been signed by that person. Any photocopy, facsimile, copy, or photocopy of facsimile copy of this Operating Agreement or a counterpart shall be admissible into evidence in any proceeding as though it were an original.



IN WITNESS WHEREOF, this Operating Agreement is executed this 7<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
**RYANE E. MASSEY, Member**

  
\_\_\_\_\_  
**TREVOR J. MASSEY, Member**

  
\_\_\_\_\_  
**JAMES D. MASSEY, JR. LIVING TRUST, by  
JAMES D. MASSEY, JR., Trustee, Organizing  
Member**

**EXHIBIT A**

**CAPITAL CONTRIBUTIONS IN THE FOLLOWING AMOUNTS:**

Ryan E. Massey	\$	333.33
Trevor J. Massey	\$	333.33
James D. Massey, Jr. Living Trust	\$	333.33

# 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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

## RECEIVED

JAN 31 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

### 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.**

Name of Corporation/LLC: Papa Moon Vineyards + Winery LLC

Premises Trade Name/DBA: Papa Moon Ciders

Premises Street Address: 3109 Ave B

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premises Phone Number: ~~308-681-7551~~ 970-281-7551

Premises Email address: ryan@papamoonvineyards.com

**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.

BARCODE

FORM 103  
REV 12/8/2022  
PAGE 1

MANAGER INFORMATION

Last Name: Massey First Name: Ryan MI: \_\_\_\_\_

Home Address: 230977 Country Road E & J

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 308 631 8380

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Scottsbluff, NE

Email address: ryan@papamoonvineyards.com

YES  NO

SPOUSE'S INFORMATION

Spouses Last Name: Massey First Name: Katlyn MI: \_\_\_\_\_

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Colorado Springs, CO

RESIDENCE HISTORY

Ryan			Kat		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff	1989	present	Scottsbluff, NE	2011	present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	(Present) 2023	Western Heavy Clinic	James Massey	308 635 0600
2012	Present	Papa moon	Ryan Massey	308 631-5380

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

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

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

YES       NO

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

Papa moon 230975 CR J Scottsbluff

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)
Ryan Massey	6/22	TIPS

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Ryan Massey/owner	2012	Papa moon 2012 - present 230975 CR 5 Scottsbluff, NE

5. Have you enclosed Form 147 regarding fingerprints?

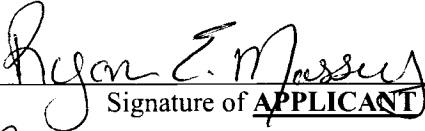
YES       NO

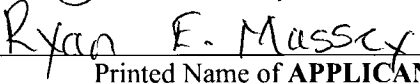
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

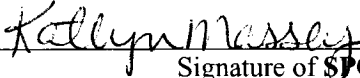
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**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](http://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 Papa Moon Vineyards & Winery

Name of Person Being Fingerprinted: Ryan Massey

Date of Birth: [REDACTED]

Date fingerprints were taken: 12/30/22

Location where fingerprints were taken: NSP Troop E-Scottsbluff, Tamera Leeling,  
Office Specialist

How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Pay port 78377254

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

Ryan Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



**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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Lincoln, NE 68521
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**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Papa Moon Vineyards & Winery LLC  
Name of Person Being Fingerprinted: Katlyn Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 5/19/21  
Location where fingerprints were taken: NSP Troop E  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_  
Do fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Katlyn Massey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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Trade Name Papa Moon Vineyards & Winery  
Name of Person Being Fingerprinted: Trevor Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 12/29/22  
Location where fingerprints were taken: NSP- Troop E, Scottsbluff/Tamera Leeling, Office Specialist  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Internet - 75603386  
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

  
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Grade Name Papa Moon Vineyards & Winery  
Name of Person Being Fingerprinted: Lean Massey  
Date of Birth: [REDACTED]  
Date fingerprints were taken: 12/29/22 1/3/2023  
Location where fingerprints were taken: NSP-Troop E, Scottsbluff/Tamera Leeling, Office Specialist  
How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # Internet - 75628934  
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Lean K Massey

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Trade Name Papermixon Vineyards & Winery LLC

Name of Person Being Fingerprinted: James Massey

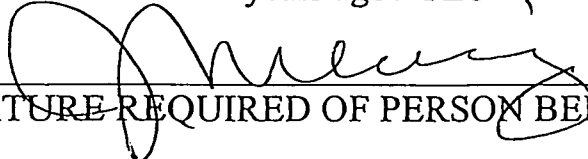
Date of Birth: [REDACTED]

Date fingerprints were taken: 12/28/22

Location where fingerprints were taken: NSP-Troop E, Scottsbluff / Tamera Leeling, Office Specialist

How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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

  
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Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Barbara Davey - Sullivan

Date of Birth: \_\_\_\_\_

Date fingerprints were taken: JAN 4, 2023

Location where fingerprints were taken: \_\_\_\_\_

How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

Do any 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

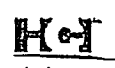
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This Certificate of Completion of  
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For coursework completed on June 7, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Ryan Massey**

Certification to be sent to:

230975 County Road I  
Scottsbluff NE, 69361-7203 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



**BUSINESS PLAN**

*Updated January 1, 2023*

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3



## 1. EXECUTIVE SUMMARY

The goal of Papa Moon Vineyards & Winery LLC is to cultivate and manufacture a variety of high-quality craft beverages including hard ciders, wines and meads as well as several non alcoholic ciders, canned coffees and teas in Scottsbluff, Nebraska for a broad range of consumers. Our vineyard is managed and cultivated by hand and has successfully produced healthy grapes for approximately 20 years; from these grapes, we have produced high-quality wines for the last 10 years. Our first year of production yielded a batch of red table wine and our second year (2015) batch yielded a barrel or 30 gallons of port-style wine. In the past 10 years we have expanded our production volume by 23,233 % and reached new markets and state distribution with great success. We hope to continue this trend of exponential production growth in the coming years until our product can adequately sustain our business and our customers' demands. We plan to continue producing a variety of different red and white wines including: dessert wines, table wines, and blended wines, a variety of our incredibly popular flavored hard ciders, meads, and our increasingly popular non alcoholic ciders, teas and coffees to meet the demands of a wide array of consumers. We are excited to continue to offer this array of craft beverages to the panhandle and surrounding states. Papa Moon has also experienced significant demand for community oriented, family friendly atmospheres and events as well as a significant increase in novel tourism of individuals and families looking for farm to table and the craft experience. We have done our best to meet this demand and provide incredibly unique experiences however our current location is starting to see its limitations due to high demand. Our research and experience have shown that such a market is in high demand but can be hard to find in the western portion of the state.

Over the years we have amassed a large array of equipment to support our cultivation and production processes; during this time, we have passionately immersed ourselves in the dedicated study of viticulture, enology, and business management. We have divided our workflow amongst the partners and co-founders of the company with each co-founder focusing on specific parts of our critically important business process. By using each co-founder's specific strengths, maintaining a philosophy of open communication, and leveraging technology, we have effectively divided the business into 2 departments (vineyard and production) which function as a fully integrated mechanism for our operations. We have researched our market and potential customers in-depth and have already invested heavily in professional marketing, branding, and design work, which have thus far totally exceeded our expectations. We have garnered the help of family, friends and other local businesses and entrepreneurs to assist the growth of the business and to date; we have established a debt-free business with the help of co-founder investments. Papa Moon Vineyards & Winery LLC aims to continually improve product quality and workflow efficiency by modeling well-established research within the craft beverage and marketing industries as well as by utilizing novel and creative ideas from within our company and through public input via outreach campaigns.

We have the advantage of debt-free startup costs and supplemental owner investment to make our business successful. We currently only operate seasonally (June - September) and hope to expand to year round operations soon. More importantly, the founders of Papa Moon Vineyards & Winery are incredibly passionate about every detail of craft beverage manufacturing from soil chemistry to bottled product. We have, and always will, continue to pour over self-collected data as well as established research in order to produce the most exceptional products and experiences as possible.

### 1.1 Product

Our current lineup of products feature various types of wine, ciders, hard ciders, meads, teas and coffees. Our hard ciders have won several international awards and have taken top honors at international competitions in which we compete at times with up to 7 other countries including the US. We plan to continue to significantly expand and grow our manufacturing capacity which has grown

23,333 % over the last 10 years to meet the demand we have seen internationally from winning at such competitions. We have propagated a variety of different grape species suited to grow in our climate region, which will be used to produce our wine. We have established great relationships with our many partners and suppliers to provide quality ingredients and a reliable supply chain.. Our location offers an incredibly unique and unforgettable novel "Nebraska " experience, to capitalize on this we will continue to offer our space for special events, community gatherings and fundraisers with the knowledge that we have outgrown our current space due to demand and expansion is necessary. All members of the LLC have chosen the panhandle to raise their young families and have established deep roots in the community for many many years. Family growth is important to us and important to the community, thus, we will continue to provide education to children through our partnership with the nature conservancy, provide families with children a safe and friendly place to frequent as well as safe, non alcoholic craft beverages with the knowledge of the hard work and the process it takes to get from soil to table.

## **1.2 Customers**

The target audience for Papa Moon Vineyards & Winery consists primarily of men and women aged 21 and over. We find that our model attracts younger people especially those with families and individuals who travel for leisure or tourism. As a compliment to those young families, we have worked to incorporate children with non alcoholic beverages and many educational opportunities. Our marketing and branding strategies have been implemented with a focus on fun, family friendly environment and education in mind. Our labels, brochures, social networking pages, website, and paraphernalia all feature very organic designs which have been targeted directly toward individuals who care about where their food/alcohol comes from and where their money goes.

## **1.3 What Drives Us**

The Members of Papa Moon LLC were all born and raised in the panhandle. For over 100 years our family has been passionate about seeing the community grown and significantly invested in programs for families, wildlife and nature, sat on several community boards and advocated for the community at large. The members will continue to have this as their primary focus. Being young adults in the community we look for things that we enjoy and that benefit our community. Growing and crafting beverages has become a passion because it allows us to express ourselves and show the world, through competition and outreach, what Nebraska is and can be. Over the years, we have hired several employees that have become family. We love to see them grow with us and feel we are providing them with good income, a fun and great place to call home.

## 2. COMPANY DESCRIPTION

### 2.1 Mission Statement

To cultivate and produce high quality beverages for the enjoyment of a broad array of consumers, maintain a safe and family friendly environment, advocate for safe consumption, for the panhandle, its families and the community we call home.

### 2.2 Principal Members



**Trevor Massey** –  
owner, partner, lab manager,  
business manager,



**Ryan Massey** –  
owner, LLC manager, head  
brewer, cidemaker,  
equipment specialist



**Jim Massey** –  
owner, partner,

### 2.3 Legal Structure

Papa Moon Vineyards & Winery is structured as a Domestic Limited Liability Company

### 3. MARKET RESEARCH

#### 3.1 Industry (Local)

There are currently 29 registered wineries within the Nebraska Winery and Grape Growers Association; the vast majority of these being clustered near the Lincoln/Omaha area. The state of Nebraska is divided into seven different wine regions (Nebraska Winery and Grape Growers Association, 2015) Papa Moon Vineyards and Winery features almost no competition with the exception of 17 Ranch Winery (labeled #1 in Figure 1) which is situated near the border between the Panhandle and Prairie Lakes regions. Papa Moon's location would provide a centrally located vineyard and winery within the Panhandle region and would allow access to a large area with demand for a winery.

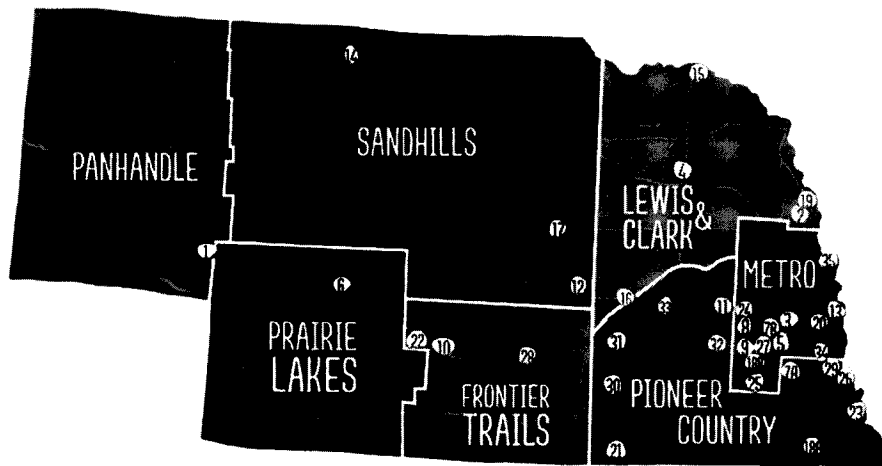


Figure 1 - State of Nebraska wine growing regions (Nebraska Winery and Grape Growers Association, 2015)

The current Nebraska wine industry shows huge potential for producers, consumers, and the general economic outlook of Nebraska. Figure 2 depicts the rate of increasing growth within the industry from 1994 to 2005.

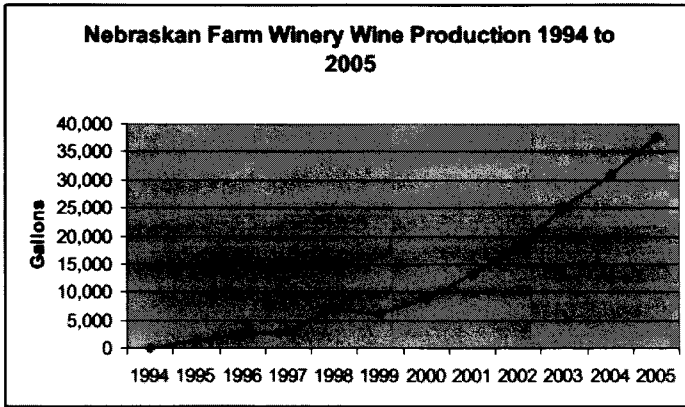


Figure 2 - Rate of farm winery wine production in Nebraska from 1994 to 2005 (Thompson & Freudenburg, 2007)

Table 1 depicts the combined direct annual economic impact of Nebraska wineries and Nebraska grape growers, while Table 2 represents the estimated annual economic impact of the Nebraska wine industry in terms of total retained spending, employment, and wages. These data represent great potential for the area wine industry.

**Direct Annual Economic Impact**

	Spending (millions)
<b>Nebraska Wineries</b>	<b>\$2.4M</b>
<b>Nebraska Grape Growers</b>	<b>\$1.0M</b>

Sources: BBR research estimates.

Table 1 - Direct annual economic impact of Nebraska wineries and grape growers (Thompson & Freudenburg, 2007)

**Estimated Total Annual Economic Impact**

from Retained Spending

Total Economic

	Activity (millions)	Employment	Wages (millions)
<b>Nebraska Wineries</b>	<b>\$4.0M</b>	<b>60</b>	<b>\$1.2M</b>
<b>Nebraska Grape Growers</b>	<b>\$1.2M</b>	<b>22</b>	<b>\$0.4M</b>
<b>Total Impact</b>	<b>\$5.3M</b>	<b>82</b>	<b>\$1.6M</b>

Sources: BBR Research Estimates

Note: Column entries may not sum to column totals due to rounding

Table 2 - Estimated total annual economic impact from retained spending of Nebraska wineries and grape growers based on activity, employment, and wages (Thompson & Freudenburg, 2007)

### **3.1 Industry (National)**

We have seen healthy growth and demand in other states across the United States. As industry trends fluctuate Papa Moon is uniquely positioned in the market due to its wide product portfolio. With over a decade of experience we have the ability to quickly and knowledgeable pivot our wide array of products to accommodate any change in trends.

In 2021, cider produced \$553.6 million in revenue, a slight dip from \$566 million in 2020 but an increase over \$517.8 million in 2019, according to NielsenIQ. However, that only accounts for chain retail sales. Including on premises draft and other sources, cider produces over \$1 billion in revenue. And in North America, the market is Expected to grow by 3.5% between 2022 and 2027, in large part due to U.S. consumers embracing hard cider.

We have just started tapping into distribution channels in Nebraska and surrounding states and expect large increases in demand as new markets are tapped.

### **3.2 Customers**

We plan to leverage the trending interest in local food and commerce as well as the use of novel marketing and branding strategies that bring a more progressive feel to the Nebraska craft beverage industry in order to appeal to our target customer groups. Our brand has the greatest appeal among millennials with growing families and casual consumers and we have therefore established this group as our primary target consumer market (ages 25-40).

### **3.3 Competitors**

Competition within our regional industry is incredibly low, with the nearest Nebraska winery being located 95 miles to the east. This not only allows us to establish a much-needed local market, it also allows us to appeal to customers from Eastern Wyoming, as we will be the westernmost winery in Nebraska. There are currently 29 registered wineries within the Nebraska Winery and Grape Growers Association; the vast majority of these being clustered near the Lincoln/Omaha area. The state of Nebraska is divided into seven different wine regions (Figure 1) (Nebraska Winery and Grape Growers Association, 2015) The prospective region for Papa Moon Vineyards and Winery features almost no competition with the exception of 17 Ranch Winery (labeled #1 in Figure 1), which is situated near the border between the Panhandle and Prairie Lakes regions. Papa Moon's location would provide a centrally located vineyard and winery within the Panhandle region. Competition from area craft produces is also low however, always increasing.

### **3.4 Competitive Advantage**

Papa Moon Vineyards & Winery will aim to provide high-quality, locally grown and produced craft beverages to consumers who increasingly show interest in the local experience. This interest in the local experience has become apparent in the last few years manifesting through increasing interest in, and an expanding trend toward consciousness of local food, fare, and business. Our products are intended to target a variety of different consumers through the use of approachable, friendly, and organic graphic design. We continue to aim towards our goal to offer exceptional products and unique experiences for the community and the several hundred novel tourists we see every summer. We have been in the industry for over a decade and with the depth of our experience and product portfolio we

are uniquely positioned to pivot and adapt to industry trends. Papa Moon also has an amazing location to offer its products, that of which cannot be found anywhere else in the panhandle. We offer incredible learning opportunities for families through our “Firefly Fest”, Bird adventure and Wildlife expos with our collaboration with the nature conservancy. We have nature lovers from all over the country come to see our fireflies, which cannot be seen in many places in the country.

### **3.5 Regulation**

The alcohol industry is heavily regulated by federal, state, and municipal laws and standards. Having licenses for several years we already have an in-depth knowledge of the regulations in the industry. Papa Moon has a great track record with compliance with the TTB. We are always researching and updating our policies to meet new regulations and laws regarding producing and consumption. Papa Moon is an advocate for safe consumption, following all regulations allows for this to take precedent. The FDA regulates all non-alcohol related products and manufacturing processes.

## 4. PRODUCT/SERVICE LINE

### 4.1 Product or Service

Papa Moon Vineyards & Winery provides a variety of ciders, hard ciders, wines, meads and non-alcohol products. We have created an incredible location which subsequently has turned into a large tourist attraction. Papa Moon also hosts several events and educational opportunities like the aforementioned “Firefly Fest” which attracts several tourists from across the country as well as offers unique educational opportunities through our partnership with the nature conservancy. Fireflies in this number cannot be seen in many places in the country. Papa Moon's current location also provides a great place for weddings and events which are booked out 2 years in advance.

### 4.2 Pricing Structure

Item	Price Per Item/Bottle
Cider 4 Pk	\$12.00
Wine - Bottle	\$18.00
Meads - Bottle	\$18.00
Weddings/Events	\$3,200
Stickers	FREE
Food	\$20.00
Hats	\$15.00

*Table 3 - Current Pricing for a few popular items.*

Our pricing structure will offer discounts for bulk purchases and we plan to offer rebates and/or rewards for a novel recycling program that we plan to initiate shortly. Our pricing is always subject to change to accommodate current trends and supply and demand.

### 4.3 Product Life Cycle

Hard ciders, wines and meads can take up to a year to produce however due to our production practices, our products containing alcohol will remain shelf stable for several years. Our products that do not contain alcohol are typically turned over quickly and have a shorter expiration period. Over the last decade we have established a health inventory, however due to demand, an expansion is desperately needed.

### 4.4 Intellectual Property Rights

Papa Moon Vineyards & Winery is a trademarked name in the State of Nebraska. With over a decade in the business we have established some IP in the processing and manufacturing realm that have allowed us to produce highly awarded and unique products.

### 4.5 Research & Development

Our research and development will be ongoing in order to provide our customers with a desirable product of the utmost quality. While we realize the vast importance of market research, one of our primary goals is the perpetual growth of artisanal and industry knowledge. This knowledge covers



everything from our production processes to industry standards and breakthroughs. By integrating this type of knowledge base, we feel that our baseline market research will become exponentially more effective and the quality of our product and expertise will be vastly improved. In the process of research and development we will scour data produced by the industry to improve product quality and operation efficiency. Along with this aggregated data, we are already engaged in collecting data on our own operation for the past decade. We implement crowd-sourced data to accrue information on our customers' reception to our products as well as gathering information about our production process. This collection process will continue to evolve as our business matures and it has already been used to glean important information used in decision-making processes. Moving forward, we feel that such data collection will allow us to make important decisions about future blends or flavor additions to our batches as well as necessary alterations to our product line.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

A large part of our growth strategy is based on the exponential growth in production output as our demand grows and we expand into new markets. To keep pace with this expansion, we have deployed a system of equipment upgrades and new equipment investment within the manufacturing facility that scales up in conjunction with demand. This system allows us to meet our production requirements based on volume while avoiding unnecessary overhead expenditure and premature investment. Our industry tends to require heavy upfront investment for fixed asset establishment. Most of these investment costs have already been incurred and should be exceptionally less burdensome over the coming years.. Much of the maintenance costs for fixed assets have and will continue to be mitigated through diligent service and cleaning regiments and by performing, whenever practicable, all repairs in-house.

Papa Moon currently operates for the public seasonally (June-September). Our location, mostly a competitive advantage and a positive to our operation has met its limitations on occupancy and also only allows us to operate seasonally. Although our production team can work year round, the size of the building can no longer support our current and projected growth. Papa Moon will actively seek to expand its operations through the acquisition of property located in town or more of an urban center. The infrastructure already being established will allow us to expand into yearly operations significantly increasing revenue. We will also continue to operate our current location hosting the unique experience and events already established at that location.

We have seen significant growth and demand in distribution over the years. In 2023, we plan to double our distribution to the state of Nebraska as well as expand into Colorado and Wyoming. This will however require expansion in manufacturing capacity as well as building acquisition to accommodate seasonal production and expansion.

### **5.2 Communication**

Papa Moon Vineyards & Winery understands the paramount importance of communication when it comes to our current product portfolio. We have already invested large amounts of capital into marketing, branding, and design, and have employed the help of a marketing and design specialist to meet our brand goals. A large part of our communication stratagem is to maintain a heavy presence

within the social networking interface using programs such as Facebook, Twitter, and Instagram. These are great avenues with large audiences to advocate for safe consumption, educate on the process used as well as establish a great audience for community outreach and fundraising.. By maintaining a heavy social networking presence coupled with expeditious response times to inquiries within such services, we are making our business more approachable and appealing to our target market. Along with creating a family friendly, community oriented business aura, we also exponentially increase our reach to our target market.

Along with the establishment of a social media presence, we have a company website and an email program that will feature fully integrated customer service capabilities. Leveraging this technology, we plan to produce an email marketing campaign and we have already begun building an online store that will help us reach our international consumer base.

### **5.3 Prospects**

In the future, we plan to continue building our business by leveraging technology and keeping a clear goal of an outstanding product. Through continued learning and innovation, we can accomplish this end. We currently partner with the nature conservancy, CASA, and other local groups to educate and advocate, we only plan to expand this more in the coming years. As our operations continue to grow and see high demand we will have to massively expand and acquire a local manufacturing facility to not only meet demand but to expand from seasonal to year round. Such a location will need to be located in a town where an established infrastructure exists. Significant investment will need to be made to remodel most buildings locally to accommodate our needs but the need for expansion should be considered immediate. Simply expanding to year round operations will significantly increase revenues and will also increase the need for full time employees and staff members to join our team. We plan to immediately seek the assistance of local realtors and contractors to help with the immediate need for expansion.

Such an expansion will significantly increase foot traffic and tourism. While we plan to continue to operate at our current location, based on our market research, an in town location with a great outdoor space, family friendly activities, games and a calm welcoming environment is needed in the community. This new acquisition will also double as a production location. It will also allow us to more easily incorporate food trucks and other local entrepreneurs. This location should be easily accessible for large trucks of freight which currently have trouble accessing our current location. In looking for a location our customers' access and safety should be a priority as accessing our current location is difficult due to weather conditions at times and minimal infrastructure.

## 6. FINANCIALS

Owner investment has played a major role in covering start-up and operating costs through the years, as we strongly believe this venture to be worthwhile, profitable, and advantageous to the local economy, community, and to our individual customers. Our LLC members have already personally invested over \$400,000 dollars to get the business started over the course of a decade. The business has been “bootstrapped” to this point which has allowed us to grow debt free and experience significant organic growth even as we currently only operate seasonally.

### 6.1 Financial Projections

Financial Projections			
	2023	2024	2025
Total sales revenue	402,099.90	1,072,267.00	1,501,173.80
Total cost of goods sold	97,984.15	150,000.00	160,000.00
<b>GROSS PROFIT</b>	<b>304,115.75</b>	<b>922,267.00</b>	<b>1,341,173.80</b>
<b>OPERATING EXPENSES</b>			
Salary (office & overhead)	50,600.00	400,000.00	420,000.00
Payroll (taxes, etc.)	4,000.00	64,000.00	67,200.00
Outside services	0.00	1,000.00	2,000.00
Supplies (office & operation)	20,000.00	20,000.00	20,000.00
Repairs & maintenance	3,000.00	6,000.00	6,000.00
Advertising	6,344.00	10,000.00	10,000.00
Car, delivery & travel	170.00	500.00	500.00
Accounting & legal	1,500.00	2,000.00	2,000.00
Rent	21,000.00	21,000.00	21,000.00
Telephone	0.00	0.00	0.00
Utilities	0.00	15,000.00	15,000.00
Insurance	9,500.00	15,000.00	15,000.00
Taxes (real estate, etc.)	27,000.00	47,000.00	48,000.00
Interest	0.00	105,000.00	105,000.00
Depreciation	1,000.00	2,000.00	2,000.00
Other expenses	0.00	200,000.00	15,000.00
<b>TOTAL OPERATING EXPENSES</b>	<b>144,114.00</b>	<b>908,500.00</b>	<b>748,700.00</b>
<b>NET PROFIT BEFORE TAXES</b>	<b>160,001.75</b>	<b>13,767.00</b>	<b>592,473.80</b>
Income Taxes	11,000.00	20,000.00	128,694.76
<b>NET PROFIT AFTER TAX</b>	<b>149,001.75</b>	<b>-6,233.00</b>	<b>463,779.04</b>

Owner draw or dividends	0.00	0.00	0.00
<b>ADJUSTED TO RETAINED</b>	<b>149,001.75</b>	<b>-6,233.00</b>	<b>463,779.04</b>

Table 4 – Three-year financial projections beginning in 2023

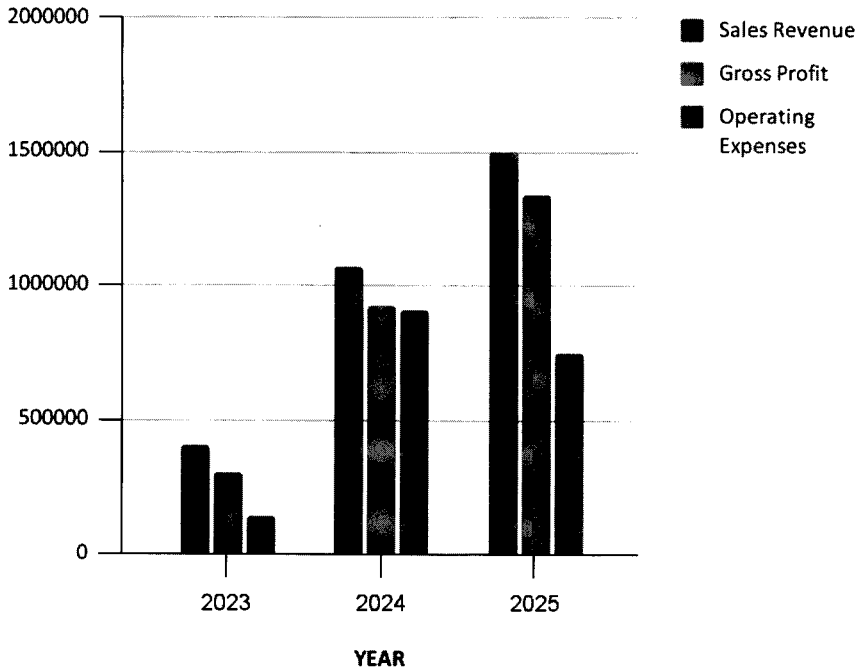


Figure 3 - Projected annual sales revenue and gross profit vs. operating expenses

## 6.5 Financial Assumptions

### 2023

Potential sales revenue was assumed using financial data for the business dating back to 2018. To be extremely conservative we assumed roughly a 50% increase in revenue which would be our smallest revenue increase ever recorded since the inception of the business and detailed financial data was tracked. 2023 predictions were made assuming the business continues to operate seasonally (June-September). An increase of 50% for COGS was assumed to meet an increase in sales revenue. Expenses will have a slight increase from 2023 accounting for inflation. The business is established and currently holds no debt with steady organic growth. Lowest percent of revenue growth took place from 2019-2020 (70%) with the highest growth increase 2020-2021 (160%). If an acquisition is made, we assume it won't be operational this year as extensive construction and updates would be needed.

### 2024

Potential Revenue was predicted assuming a building acquisition. With an acquisition, we assumed we will be able to operate year round which would increase revenue 4 times assuming 2022 growth as a conservative approach. We assume growth at the current location will level out and revenue will remain the same at the current location. Payroll and payroll taxes would increase in 2024 as staff would be needed to assist in operating the new location. We assume 10 additional staff making a \$40,000 yearly

salary. Interest from loans was assumed as well as large expenses in “Other Expenses” for improvements and construction at the additional location. Very little profit was assumed due to increased overhead of new acquisition.

## **2025**

A conservative growth percentage of 40% was used as that would be our smallest growth to date. We assume the new acquisition and current locations are running at full capacity and completely operational. We assume an increase in staff payroll as additional staff will be needed. No major construction expenses for this year as we hope to have additions completed by this time.

We assume 20% income taxes throughout the years. Predictions for growth were made from increases in space, foot traffic of intown location, ability to hold more events at current location due to expansion into second location, an increase in distribution.

We did not assume any change in product so the model would be conservative. Papa Moon does plan to add to its product portfolio and manufacturing capabilities in the near future however.

### Works Cited

Nebraska Winery and Grape Growers Association. (2015). Retrieved February 12, 2015, from <http://www.nebraskawines.com>

Thompson, D. E., & Freudenburg, S. (2007). *The 2006 Economic Impact of Nebraska Wineries and Grape Growers*. University of Nebraska-Lincoln, Bureau of Business Research, Department of Economics, College of Business Administration. Lincoln: University of Nebraska.

E-RECORDED

simplifile

ID: 2023-1130  
County: SCOTTS BLUFF  
Date: 3/31/23 Time: 9:20AM

Return recorded instrument to: Title Express Services, 2122 Broadway, Scottsbluff, NE 69361

WARRANTY DEED

Western Farms, LLC, a Nebraska Limited Liability Company, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to Papa Moon Vineyards & Winery LLC, a Nebraska Limited Liability Company, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Scotts Bluff County, Nebraska:

Block Three (3), Webber Manor Subdivision, a Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- 1. is lawfully seized of said premises and that they are free from encumbrances, excepting easements, restrictions, reservations, and rights-of-way of record;
- 2. has good right and lawful authority to convey the same; and,
- 3. warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 23<sup>rd</sup> day of February, 2023.

By: Arthur Hoehn, President of Western Farms, LLC, a Nebraska Limited Liability Company, Grantor

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Scotts Bluff )

The foregoing instrument was acknowledged before me on this 23 day of February, 2023, by Arthur Hoehn, President of Western Farms, LLC, a Nebraska Limited Liability Company, Grantor.

GENERAL NOTARY - State of Nebraska  
KELLY HOUGHIN  
My Comm. Exp. March 15, 2028

  
Notary Public

My Commission Expires: 3/15/2028

20230084

**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.

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\*OTHER COUNCIL CONCERNS



## Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, City Manager/Chief of Police  
**Date:** 02/29/2024  
**Re:** Application for a Class I Liquor License Number I - 126265, Papa Moon Vineyards & Winery LLC, dba: Papa Moon Ciders, 3109 Avenue B, Scottsbluff, Nebraska 69361

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**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 check was conducted on Ryan Massey, Katlyn Massey, Trevor Massey, Leah Massey, James Massey, and Barbara Sullivan, owners of Papa Moon Ciders, to determine their fitness to have a liquor license. All reported not having any criminal convictions. I found none during my research. I saw no information that would disqualify the applicants from having a liquor license.

After consideration, I have concluded that the applicant is fit to hold a liquor license.

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

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

On Wednesday, February 21, 2024, Katlyn Massey, Leah Massey, and Trevor Massey appeared before the Liquor License Holders Investigatory Board to discuss their application. Katlyn explained that they all have previous experience and own Papa Moon just north of Scottsbluff, 230975 County Rd J, Scottsbluff, NE. I reviewed the current Papa Moon Liquor Licenses, a YK, and an I. I noticed no violations listed on the Nebraska Liquor Commission website. Katlyn reported that all customers, no matter their age, who wish to purchase alcohol will be required to present a valid form of identification. Katlyn further explained that each server will have a hand-held device to scan identifications to determine a customer's age.

The applicant appears able and willing to conform to language within the Nebraska Liquor Control Act.

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

Katlyn told the board they would require all employees to attend TIPS training. Katlyn said that management would inventory and order any alcohol. Adding that overstock will be secured. Katlyn told the board that the business has a video recording system that operates during and after business hours. There is also an audible intrusion alarm. After hearing Massey's plan and answering several questions, the board voted unanimously to send a favorable recommendation to the Council.

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

- (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 Wednesday through Saturday, 11:00 am to 10:00 pm. Papa Moon is in a location that has been a retail business for many years.

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

**SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 3109 Avenue B, Scottsbluff, Nebraska 69361. It will be a restaurant and farm winery 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 area businesses 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 has an authorized strength of 33 full-time officers and handled over 18,000 calls for service, not including traffic citations, during 2023. 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.



**Total Class B Licenses** 1

**Class C Licenses**

**Restaurants**

El Charrito Restaurant & Lounge, Inc .	802 21 <sup>st</sup> Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway
Power House on Broadway, LLC d/b/a Power House Social (Catering)	1721 Broadway
Frank Eats, LLC d/b/a Taco De Oro	2601 Avenue I

**Hotel/Motel**

Holiday Inn Express	1821 Frontage Rd.
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**Taverns/Lounges**

Hight's Tavern	20 West 18 <sup>th</sup> Street
Bob's Garage & Bar	1907 Broadway
RSK Frontside, LLC dba Frontside	1001 Avenue I
Racks Sports Bar, LLC (Catering)	1402 East 20 <sup>th</sup> St.- Suite B

**Retail**

Panhandle Cooperative Assn. (Catering)	401 S. Beltline Hwy West
Kelley's Liquor (Catering)	817 West 27 <sup>th</sup> Street

**Clubs**

Elks BPO Lodge 1367 (Catering)	1614 1 <sup>st</sup> Avenue
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**Bowling Alleys**

**TOTAL CLASS C LICENSES** 14

**Class D Licenses**

**Grocery Stores**

Safeway of Western Nebraska	601 Broadway
Panhandle Coop Assn.	3302 Ave. B

**Convenience Stores**

East "O" Watering Hole	503 East Overland
Big Bats	902 West Overland
Git N Split	506 West 27 <sup>th</sup> Street
Grass Retail, LLC d/b/a Shortstop	2002 Avenue I
Route 26 Mart (AS 22, LLC)	1722 E 20 <sup>th</sup> Street
Maverik Stores Inc.,	920 West 36 <sup>th</sup> St.,
Walgreens	205 West 27 <sup>th</sup> Street
Essential Fuel	822 South Beltline Hwy W
Essential Fuel	2319 East Overland
Essential Fuel	837 27 <sup>th</sup> Street
Chen's Express Mart	405 W. 27 <sup>th</sup> Street

**Liquor Stores**

Montez Liquor  
Cigarette Chain

1311 E Overland Dr.  
323 East Overland

**Discount/Grocery Stores**

Target (Catering)  
Wal-Mart Supercenter #867

1401 Frontage Rd.  
3322 Avenue I

**TOTAL CLASS D LICENSES 17**

**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  
Sweet V's (Catering)

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

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES 12**

**CLASS IB LICENSES**

**Nightclub**

Marez, LLC d/b/a Oasis

1722 Broadway

**TOTAL CLASS IB LICENSES 1**

**Class L Licenses**

Flyover Brewing Company

1824 Broadway

**TOTAL CLASS L LICENSES 1**

**Class W Licenses**

**Wholesale**

High Plains Budweiser

2810 Ave M

**TOTAL CLASS W LICENSES 1**

**Class Z Licenses**

Great Plains Distillery (Catering)

213 West Railway St.

**TOTAL CLASS Z LICENSES 1**

<b>TOTAL LICENSES</b>	
Class A	0
Class B	1
Class C	14
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>48</b>

# Memo

## EXHIBIT V

**Date:** February 12th, 2024  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer  
**Re:** Class "I" Liquor License Application  
Papa Moon Vineyards & Winery LLC  
3109 Avenue B  
Scottsbluff, NE 69361

**Action:**

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The owner of Papa Moon Vineyards & Winery LLC has applied for a new liquor license in the name of Ryan Massey.

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 3109 Avenue B is situated in a C-3 (Heavy Commercial) zoning district where restaurants, bars, and taverns are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a restaurant, bar, and tavern in a C-3 (Heavy Commercial) zone is one space per three seats. There are roughly 200 seats in the restaurant area. This would require 67 parking spots. The property appears to meet this requirement.
- (3) The use of this property complies with C-3 (Heavy Commercial) zoning code. The properties to the north and east are zoned C-3 (Heavy Commercial). The property to the south is zoned C-2 (Neighborhood Commercial). The property to the west is zoned R-4 (Heavy Density Multiple-Family).
- (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.