

# City of Scottsbluff, Nebraska

Tuesday, September 3, 2013

Regular Meeting

## Item Pub. Hear.8

**Council to conduct a Public hearing at 6:05 p.m., for a Class X Liquor License application for PIVO Inc. DBA High Plains Budweiser.**

*Exhibit #1 – Application of PIVO Inc. DBA High Plains Budweiser*

*Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2002*

*Exhibit #3 – Written Statement of Police Chief*

*Exhibit #4 – Written Statement of City Clerk*

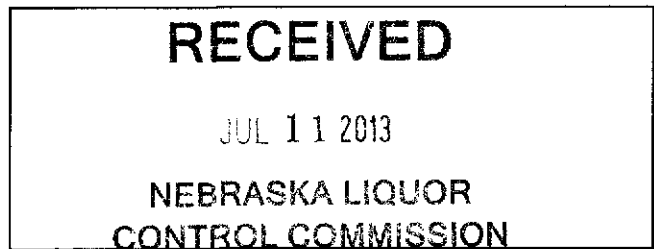
*Exhibit #5 – Written Statement of Planning Administrator*

Staff Contact: Rick Kuckkahn, City Manager

**APPLICATION FOR LIQUOR LICENSE  
WHOLESALE  
CHECKLIST**

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.ne.gov

*JA  
New*



*JM*

Applicant Name: PIVO Inc. dba High Plains Budweiser  
E-Mail Address: jeffs@hpbud.com  
Web Site Address: N/A

*X-*

**104568**

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 state.

*8-13-13 Jerry & Hbrl  
for Admin Approval*

**REQUIRED ATTACHMENTS**

*8-13-13 Ag, FM, EnF & Local*

- 1) Enclose application fee plus license fee check made payable to the Nebraska Liquor Control Commission.
- 2) Copy of Federal Basic Permit issued by Alcohol and Tobacco Tax and Trade Bureau (TTB)
- 3) Alcoholic Liquor Tax Bond, \$5,000 minimum including the Power of Attorney documentation (May use form 115)
- 4) Submit diagram to include:
  - a. Facility dimensions and description
  - b. Identify production area
  - c. Any storage area
- 5) Copy of business plan
- 6) Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.
- 7) Enclose the appropriate application forms
  - Individual License – Individual License (requires insert form 1)
  - Partnership License (requires insert form 2)
  - Corporate License (requires insert form 3a & 3c)
  - Limited Liability Company (LLC) (requires form 3b & 3c)



*CK # 024303  
# 795-mm  
Ret # 167668*

*DB*

8) If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

9) Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

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NEBRASKA LIQUOR  
CONTROL COMMISSION

*Jeffrey J. Scheinost*  
Authorized Signature

Jeffrey J. Scheinost


Print Name

308-632-7424

Contact Phone Number

Date

**RECEIPT**

DATE	<u>7-11-13</u>	No.	<u>167668</u>	
FROM	<u>High Plains Budweiser</u>			
FOR	<u>New Application</u>			
	<input type="checkbox"/> CASH	<input checked="" type="checkbox"/> CHECK # <u>024205</u>	<input type="checkbox"/> MONEY# _____	
	<input checked="" type="checkbox"/>			\$ <u>795.00</u>
	<input type="checkbox"/>			
Received by	<u>Mary Newman</u>			

**APPLICATION FOR LIQUOR LICENSE  
WHOLESALE**

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.ne.gov/

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JUL 11 2013  
  
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CONTROL COMMISSION

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

- Class W Wholesale Beer      Application fee \$45 plus licensee fee \$500  
Total \$545 (checks payable to Nebraska Liquor Control Commission)
- Territory agreement enclosed, see §53-123.03
- ✓  Class X Wholesale Liquor      Application fee \$45 plus licensee fee \$750  
Total \$795 (checks payable to Nebraska Liquor Control Commission)
- ✓ Copy of Federal Basic Permit
- Alcoholic Liquor Tax Bond minimum of \$5,000 (form 115 may be used)  
If applying for both beer and spirits a dual bond is acceptable

? mentions bond limit but not bond amount.

Additional fees may be assessed at city/village or county level when license is issued

Term of license runs from May 1 – April 30

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- ✓  Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

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

Commission will call this person with any questions we may have on this application

n/a  
Name \_\_\_\_\_ Phone number: \_\_\_\_\_  
Firm Name \_\_\_\_\_

PREMISE INFORMATION

JUL 11 2013

Trade Name (doing business as) High Plains Budweiser NEBRASKA LIQUOR CONTROL COMMISSION

Street Address #1 2810 Avenue M

Street Address #2 PO Box 771

City Scottsbluff County Scotts Bluff #21 Zip Code 69363

Premise Telephone number 308-632-7424

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

Mailing address (where you want to receive mail from the Commission) \* YES city

Name High Plains Budweiser

Street Address #1 2810 Avenue M

Street Address #2 PO Box 771

City Scottsbluff State NE Zip Code 69363

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**  
**READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where sampling or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

One story irregular shaped building approximately 210 x 210

Length 210 feet  
 Width 210 feet

*See attached diagram*

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

**APPLICANT INFORMATION**

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

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.

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
				<b>RECEIVED</b>
				JUL 11 2013
				<b>NEBRASKA LIQUOR CONTROL COMMISSION</b>

2. Are you buying the business of a current wholesale liquor license?

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales 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

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

YES  NO

W047497 (exp 4/30/2014)

If yes, give name and license number \_\_\_\_\_

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

YES  NO

If yes:

- a) Attach temporary operating permit (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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 \_\_\_\_\_

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

YES  NO

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

No silent partners

NEBRASKA LIQUOR  
CONTROL COMMISSION

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 premise to be licensed within 150 feet of a church, school, hospital, home for the aged or 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 (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

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

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

Platte Valley Bank - Scottsbluff, NE

Jeff Scheinost, Cynthia Scheinost

Jason Fulk and Donald Hill

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.

PIVO dba High Plains Budweiser Class W 047497 (exp. 4/30/2014) manager - Jeffrey J. Scheinost

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:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

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Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Jeffrey J. Scheinost	1981-1990	Sr. Marketing Manager - Anheuser Busch
Jeffrey J. Scheinost	1990-present	General Manager - High Plains Budweiser

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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

- Lease: expiration date \_\_\_\_\_
- Deed
- Purchase Agreement

14. When do you intend to open for business? Business is currently operating per beer wholesale license

15. What will be the main nature of business? Wholesale distribution of beer, wine, and spirits.

16. What are the anticipated hours of operation? Sunday-Friday 24 hours and Saturday 8 a.m. - noon

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
Scottsbluff, NE	1990	2013	Scottsbluff, NE	1990	2013

If necessary attach a separate sheet.



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.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

Jeffrey J. Scheinost  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

Cynthia A. Scheinost  
Signature of Spouse

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Spouse

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

ACKNOWLEDGEMENT

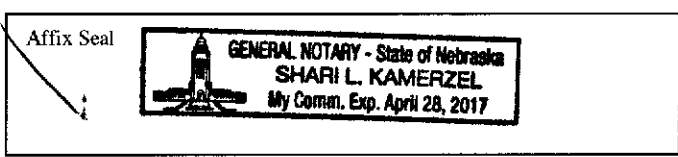
State of Nebraska  
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

July 9, 2013  
date

by Jeffrey J. Scheinost & Cynthia A. Scheinost  
name of person acknowledged

Shari L. Kamerzel  
Notary Public signature



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

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

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NEBRASKA LIQUOR  
CONTROL COMMISSION

**Corporate manager, including their spouse, are required to adhere to the following requirements**

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska**
- 3) **Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport**
- 4) **Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol**
- 5) **Must be 21 years of age or older**
- 6) **May be required to take a training course**

**Corporation/LLC information**

Name of Corporation/LLC: PIVO Inc.

**Premise information**

Premise License Number: Pending

(if new application leave blank)

Premise Trade Name/DBA: High Plains Budweiser

Premise Street Address: 2810 Avenue M

City: Scottsbluff State: NE Zip Code: 69361

Premise Phone Number: 308-632-7424

**The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.**

[http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)



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

**MANAGER'S LAST TWO EMPLOYERS**

YEAR		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
FROM	TO			
1981	1990	Anheuser Busch	Ray Stietz	314-577-2000
1974	1981	United States Army	MG Glenn K. Otis	unknown

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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
				<b>RECEIVED</b>
				JUL 11 2013
				NEBRASKA LIQUOR CONTROL COMMISSION

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.  
PIVO Inc. dba High Plains Budweiser

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. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)

YES       NO      *prints enclosed*

5. List any alcohol related training and/or experience (when and where).

1981-1990 Sr. Marketing Mngr. Anheuser Busch 1991-present GM High Plains Budweiser

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

*Jeffrey J. Scheinost*  
Signature of Manager Applicant

*Cynthia A. Scheinost*  
Signature of Spouse

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**ACKNOWLEDGEMENT**

State of Nebraska

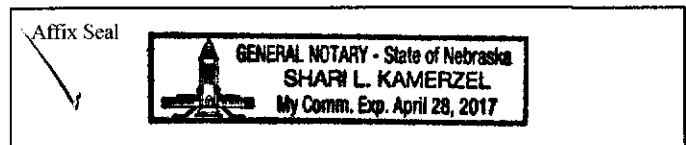
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

July 9, 2013  
date

by Jeffrey J. Scheinost & Cynthia A. Scheinost  
name of person acknowledged

*Shari L. Kamerzel*  
Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a**

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.ne.gov](http://www.lcc.ne.gov)

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**NEBRASKA LIQUOR CONTROL COMMISSION**

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

**Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)**

Jeffrey J. Scheinost

Name of Registered Agent: \_\_\_\_\_

Name of Corporation that will hold license as listed on the Articles

PIVO Inc.

Corporation Address: 2810 Avenue M, PO Box 771

City: Scottsbluff State: NE Zip Code: 69363

Corporation Phone Number: 308-632-7424 Fax Number: 308-632-5908

Total Number of Corporation Shares Issued: 1,000 shares

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Scheinost First Name: Jeffrey MI: J.

Home Address: 70455 County Road 20 City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: 308-632-5696

*Jeffrey J. Scheinost*  
Signature of President/CEO

**ACKNOWLEDGEMENT**

State of Nebraska

County of Scotts Bluff

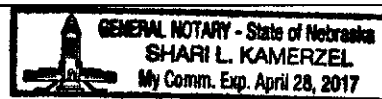
The foregoing instrument was acknowledged before me this

July 9, 2013  
Date

by Jeffrey Scheinost  
name of person acknowledge

Shari L. Kamerzel

Affix Seal



Is the applying corporation controlled by another corporation/company?

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YES

NO

If yes, provide the following:

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

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

Starting Date: January 1

Ending Date: December 31

Is this a Non-Profit Corporation?

YES

NO

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

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

FORM 101  
REV 12/2010  
Page 4 of 4

# Articles

NE Sec of State - CORP  
1000057783  
Pgs. 2  
PIVO, INC.  
Filed 08/10/1999 03:41 PM

## ARTICLES OF INCORPORATION OF PIVO, INC.

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CONTROL COMMISSION

1. **Name:** The name of the corporation is PIVO, Inc.
2. **Authorized Shares:** The corporation shall have the authority to issue 10,000 shares of common stock at a par value of \$1.00 each.
3. **Board of Directors:**

a. The names and street addresses of those who shall serve as the initial Board of Directors are:

Jeffrey J. Scheinost  
2810 Avenue M  
Scottsbluff, NE 69361

Cynthia A. Scheinost  
2810 Avenue M  
Scottsbluff, NE 69361

Tom Baumgardner  
3121 W. Sunset  
North Platte, NE 69101

b. Directors shall not be liable to either the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for:

- (1) The amount of a financial benefit to director to which the director is not entitled;
- (2) An intentional infliction of harm on the corporation or the shareholders;
- (3) A violation of §21-2096 of the Business Corporation Act; or
- (4) An intentional violation of criminal law.

c. Directors may be indemnified for liability, as defined in §21-20,102 of the Business Corporation Act, to any person for any action taken, or any failure to take any action, as a director, except liability for the items listed in subparagraph b. above.

4. **Registered Office and Registered Agent:** The initial registered agent and the street address of the agent's initial registered office is:

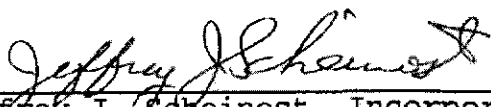
# Articles

Jeffrey J. Scheinost  
2810 Avenue M  
Scottsbluff, NE 69361

5. **Incorporator:** The name and street address of the incorporator is:

Jeffrey J. Scheinost  
2810 Avenue M  
Scottsbluff, NE 69361

Effective: August 6, 1999.

  
\_\_\_\_\_  
Jeffrey J. Scheinost, Incorporator



Articles

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JUL 11 2013

PIVO, INC.  
JOINT ANNUAL MEETING OF SHAREHOLDERS AND DIRECTORS

NEBRASKA LIQUOR  
CONTROL COMMISSION

January 9, 2006

The Shareholders and Directors of PIVO, Inc., a Nebraska Corporation, by unanimous written consent, in lieu of a joint annual meeting of the Shareholders and Directors, take the following action:

1. The Corporation shall have three Directors. The following persons shall serve as Directors of the Corporation until their respective successors are elected and qualified:

Jeffrey J. Scheinost  
Cynthia A. Scheinost  
MaryKate Scheinost

2. The following persons shall serve as officers of the Corporation until their successors are elected and qualified:

Jeffrey J. Scheinost - President/Treasurer  
Cynthia A. Scheinost - Vice President/Secretary

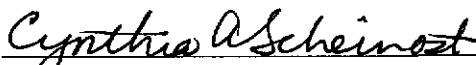
3. The officers of the Corporation are authorized to continue to act on behalf of the Corporation with respect to banking and other management decisions. The most recently approved authorizations to sign checks and pay corporate obligations are hereby ratified.

4. The actions of the officers in making any and all capital purchases and debt transactions are ratified and confirmed.

5. The Shareholders ratify all acts of Directors and authorize continuation of the business in the manner conducted to date.

This consent shall have the effect of the unanimous vote for the actions specified at a joint meeting of the Shareholders and Directors of the Corporation and shall be effective as of the date shown above.

  
\_\_\_\_\_  
Jeffrey J. Scheinost, Shareholder/Director

  
\_\_\_\_\_  
Cynthia A. Scheinost, Shareholder/Director

  
\_\_\_\_\_  
MaryKate Scheinost, Director

Business Plan

**Budweiser**  
KING OF BEERS®

*High Plains Budweiser*

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NEBRASKA LIQUOR  
CONTROL COMMISSION

**BUSINESS PLAN FOR ADDING LIQUOR AND WINE TO OUR NEBRASKA WHOLESALE LIQUOR LICENSE**

Our basic plan is to offer products (IE: Cider based products) that our current or future suppliers are offering or developing for sale in our designated territory. Our current warehouse is ample in size and we have the proper bond on file with the Liquor Control Commission. We understand that the sales and reporting are different than malt beverages and has to be handled the same as Distilled Spirits and Wine.

RECEIVED

#13

JUL 11 2013

Landmark Real Estate Services, L.L.C.  
1525 10<sup>th</sup> Street  
Gering, NE 69341

14

8774

NEBRASKA LIQUOR CONTROL COMMISSION

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date January 4, 2000  
\$ 1363.25 By J. A. Bauer

of Nebraska, Scottsbluff, NE  
Entered in Numerical record the 4 day of  
at 2:53 o'clock P.  
Book 221 of Dec  
on page 351  
Jean A. Bauer

NIM. B  
GEN. E  
PICT. \_\_\_\_\_  
COMPARED \_\_\_\_\_

**CORPORATION WARRANTY DEED**

WESTERN DISTRIBUTING OF NEBRASKA, INC., GRANTOR, \$5.50  
in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION  
received from GRANTEE(S), PIVO, INC., a Nebraska corporation

the following described real estate (as described in  
Neb.Rev.Stat. 76-102)

Lot 3A, Block 2, Amended Plat of Lots 3 and 4, Block 2,  
Case Subdivision to the City of Scottsbluff, Scotts Bluff  
County, Nebraska.

SUBJECT TO easements, restrictions, reservations and rights  
of way whether apparent or of record.

GRANTORS covenants (jointly and severally, if more than one) with  
GRANTEES that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

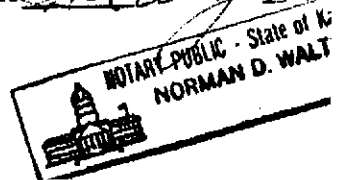
EXECUTED December 31, 1999.,

Western Distributing of Nebraska, Inc.  
Donald E. Ryan  
by: Donald E. Ryan, Pres.

STATE OF KANSAS )  
                          ) ss.  
COUNTY OF NORTON )

The foregoing instrument was acknowledged before me on December 31, 1999, by Donald E. Ryan, President of Western Distributing of Nebraska, Inc.

Norman D. Walt  
Notary Public  
My commission expires July 20



NUM. INDEX B3  
COMPUTER [initials]  
PICTURED [initials]  
IMAGED [initials]

NO. 4  
DOC. [initials] PD [initials] CHG [initials] RET [initials]  
FEES 21.00 PD [initials] CHG [initials] RET [initials]  
TOTAL [initials]  
CK NUM ck 21.00 BY [initials]  
REC'D Zac

Inst 2004

RECORDED  
SCOTTS BLUFF COUNTY

Date 6-9-04 Time [initials]

Jean A. B...

REGISTER OF DEEDS

JUL 11 2013

NEBRASKA LIQUOR CONTROL COMMISSION

DIANA LEIS  
PLATTE VALLEY NATIONAL BANK  
PO BOX 2308  
SCOTTSBLUFF, NE 69363-2308

Space Above This Line For Recording Data

DEED OF TRUST

(With Future Advance Clause)

Construction Security Agreement

Master form recorded by .....

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 06-03-2004 and the parties, their addresses and tax identification numbers, if required, are as follows:

TRUSTOR:  
PIVO, INC DBA HIGH PLAINS BUDWEISER, A NEBRASKA CORPORATION  
281D AVENUE M  
PO BOX 771  
SCOTTSBLUFF, NE 69363-0771

If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures, acknowledgments.

TRUSTEE:  
PLATTE VALLEY NATIONAL BANK  
1212 CIRCLE DRIVE  
SCOTTSBLUFF, NE 69363-2308

BENEFICIARY:  
PLATTE VALLEY NATIONAL BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
1212 CIRCLE DRIVE  
PO BOX 2308 SCOTTSBLUFF, NE 69363-2308

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Beneficiary, with power of sale, the following property: LOT 3A, BLOCK 2, AMENDED PLAT OF LOTS 3 AND 4, BLOCK 2 AND LOT 5, BLOCK 2, CASE SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA. CASE SUBDIVISION,

The property is located in SCOTTS BLUFF at 281D AVENUE M  
(County)  
SCOTTSBLUFF, Nebraska  
(Address) (City)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replaceme now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any o not exceed \$ 1,533,000.00. This limitation of amount does not include interest a and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advance: the terms of this Security Instrument to protect Beneficiary's security and to perform any of the covenants con Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of d below and all their extensions, renewals, modifications or substitutions. *(When referencing the debt suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, et PROMISSORY NOTE DATED 6/03/2004 EXECUTED BY TRUSTOR IN FAVOR OF BENEFICIARY.*

- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt executed by Trustor in favor of Beneficiary after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Trustor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Trustor owes to Beneficiary, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
- D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Beneficiary fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Trustor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Trustor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Trustor agrees:
- To make all payments when due and to perform or comply with all covenants.
  - To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
  - Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Beneficiary's prior written consent.
8. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses Trustor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Trustor will keep the Property in good condition and make all repairs that are reasonably necessary. Trustor shall not commit or allow any waste, impairment, or deterioration of the Property. Trustor will keep the Property free of noxious weeds and grasses. Trustor agrees that the nature of the occupancy and use will not substantially change without Beneficiary's prior written consent. Trustor will not permit any change in any license, restrictive covenant or easement without Beneficiary's prior written consent. Trustor will notify Beneficiary of all demands, proceedings, claims, and actions against Trustor, and of any loss or damage to the Property. Beneficiary or Beneficiary's agents may, at Beneficiary's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Beneficiary shall give Trustor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Beneficiary's benefit and Trustor will in no way rely on Beneficiary's inspection.
11. **AUTHORITY TO PERFORM.** If Trustor fails to perform any duty or any of the covenants contained in this Security Instrument, Beneficiary may, without notice, perform or cause them to be performed. Trustor appoints Beneficiary as attorney in fact to sign Trustor's name or pay any amount necessary for performance. Beneficiary's right to perform for Trustor shall not create an obligation to perform, and Beneficiary's failure to perform will not preclude Beneficiary from exercising any of Beneficiary's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Beneficiary may take all steps necessary to protect Beneficiary's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Trustor irrevocably assigns, grants and conveys, to Trustee, in trust for the benefit of Beneficiary as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Trustor will promptly provide Beneficiary with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default. Upon default, Trustor will receive any Rents in trust for Beneficiary and will not commingle the Rents with any other funds. Trustor agrees that this Security Instrument is immediately effective between Trustor and Beneficiary and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Trustor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Trustor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Trustor will perform all of Trustor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

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14. **DEFAULT.** Trustor will be in default if any party obligated on the Secured Debt fails to make payment when due. Trustor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Beneficiary that Beneficiary at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Beneficiary to provide Trustor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Beneficiary may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Trustor is in default.

At the option of Beneficiary, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Beneficiary shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Beneficiary, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Trustor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Beneficiary all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Trustor. Beneficiary may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Beneficiary is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Beneficiary of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's right to require complete cure of any existing default. By not exercising any remedy on Trustor's default, Beneficiary does not waive Beneficiary's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Trustor agrees to pay all of Beneficiary's expenses if Trustor breaches any covenant in this Security Instrument. Trustor will also pay on demand any amount incurred by Beneficiary for insuring, inspecting, preserving or otherwise protecting the Property and Beneficiary's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Trustor agrees to pay all costs and expenses incurred by Beneficiary in collecting, enforcing or protecting Beneficiary's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Trustor agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

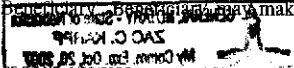
Trustor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Beneficiary, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Beneficiary, Trustor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Trustor shall immediately notify Beneficiary if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Trustor shall immediately notify Beneficiary in writing as soon as Trustor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. **CONDEMNATION.** Trustor will give Beneficiary prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Trustor authorizes Beneficiary to intervene in Trustor's name in any of the above described actions or claims. Trustor assigns to Beneficiary the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Trustor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval, which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Trustor shall immediately notify Beneficiary of cancellation or termination of the insurance. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall immediately give to Beneficiary all receipts of paid premiums and renewal notices. Upon loss, Trustor shall give immediate notice to the insurance carrier and Beneficiary, and shall make proof of loss if not made immediately by Trustor.



Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Beneficiary's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Beneficiary to the extent of the Secured Debt immediately before the acquisition.

- 20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Beneficiary funds for taxes and insurance in escrow.
- 21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Trustor will provide to Beneficiary upon request, any financial statement or information Beneficiary may deem reasonably necessary. Trustor agrees to sign, deliver, and file any additional documents or certifications that Beneficiary may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Beneficiary's lien status on the Property.
- 22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Beneficiary and Trustor, Trustor agrees to waive any rights that may prevent Beneficiary from bringing any action or claim against Trustor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Trustor agrees that Beneficiary and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Trustor's consent. Such a change will not release Trustor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Beneficiary.
- 23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Beneficiary is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. **SUCCESSOR TRUSTEE.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors.
- 26. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisal and homestead exemption rights relating to the Property.
- 27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
  - Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - Fixture Filing.** Trustor grants to Beneficiary a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
    - Condominium Rider
    - Planned Unit Development Rider
    - Other
  - Additional Terms.**


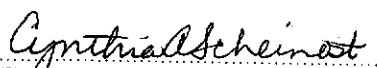
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JUL 11 2013

NEBRASKA LIQUOR CONTROL COMMISSION

**SIGNATURES:** By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

PIVO, INC DBA HIGH PLAINS BUDWEISER

 6-3-04 (Date)     
  6-3-04 (Date)  
 (Signature) JEFFREY J. SCHEINOST, PRESIDENT      (Signature) CYNTHIA A. SCHEINOST, SECRETARY

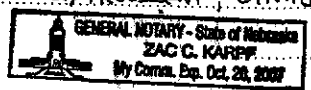
**ACKNOWLEDGMENT:**

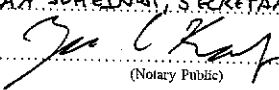
STATE OF NEBRASKA COUNTY OF SCOTT BLUFF

(Individual) This instrument was acknowledged before me this 30 day of JUN, 2004 } ss.

by JEFFREY J. SCHEINOST, PRESIDENT; CYNTHIA A. SCHEINOST, SECRETARY; PIVO, INC. DBA HIGH PLAINS BUDWEISER

My commission expires:



 (Notary Public)

DEPARTMENT OF THE TREASURY  
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

**BASIC PERMIT**

(Under Federal Alcohol Administration Act)

**RECEIVED**

JUL 11 2013

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

1. PERMIT NUMBER

NE-P-2588

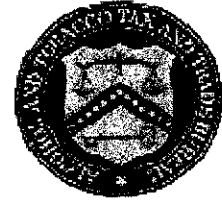
2. DATE OF PERMIT

June 12, 2000

3. REGISTRY NUMBER (if applicable)

4. DATE OF APPLICATION for Amendment

March 12, 2012



5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)

PIVO, INC.  
dba HIGH PLAINS BUDWEISER  
2810 AVENUE M  
SCOTTSBLUFF, NE 69361-0000

6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

HIGH PLAINS BUDWEISER

\* Used for Contract Bottling or Packaging/Branding Purposes

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

- a.  Distilled Spirits -  distiller  rectifier(processor)  warehouseman and/or  warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified.
- b.  Wine -  producer and blender  blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended.
- c.  Importer - importing into the United States the following alcoholic beverages: and while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported.
- d.  Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages: DISTILLED SPIRITS, WINE AND MALT BEVERAGES and while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so Purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO OPERATIONS OFFICE WITHOUT DELAY.

THIS IS AN

ORIGINAL PERMIT

AMENDED PERMIT

REASON FOR AMENDMENT

ADDED DISTILLED SPIRITS OPERATIONS  
ADDED WINE OPERATIONS

DATE OF AMENDMENT

APR 27 2012

SIGNATURE AND TITLE OF AUTHORIZED/TTB OFFICIAL

*Paula J. Fyman*  
FOR JOHN J. MANFREDA, ADMINISTRATOR

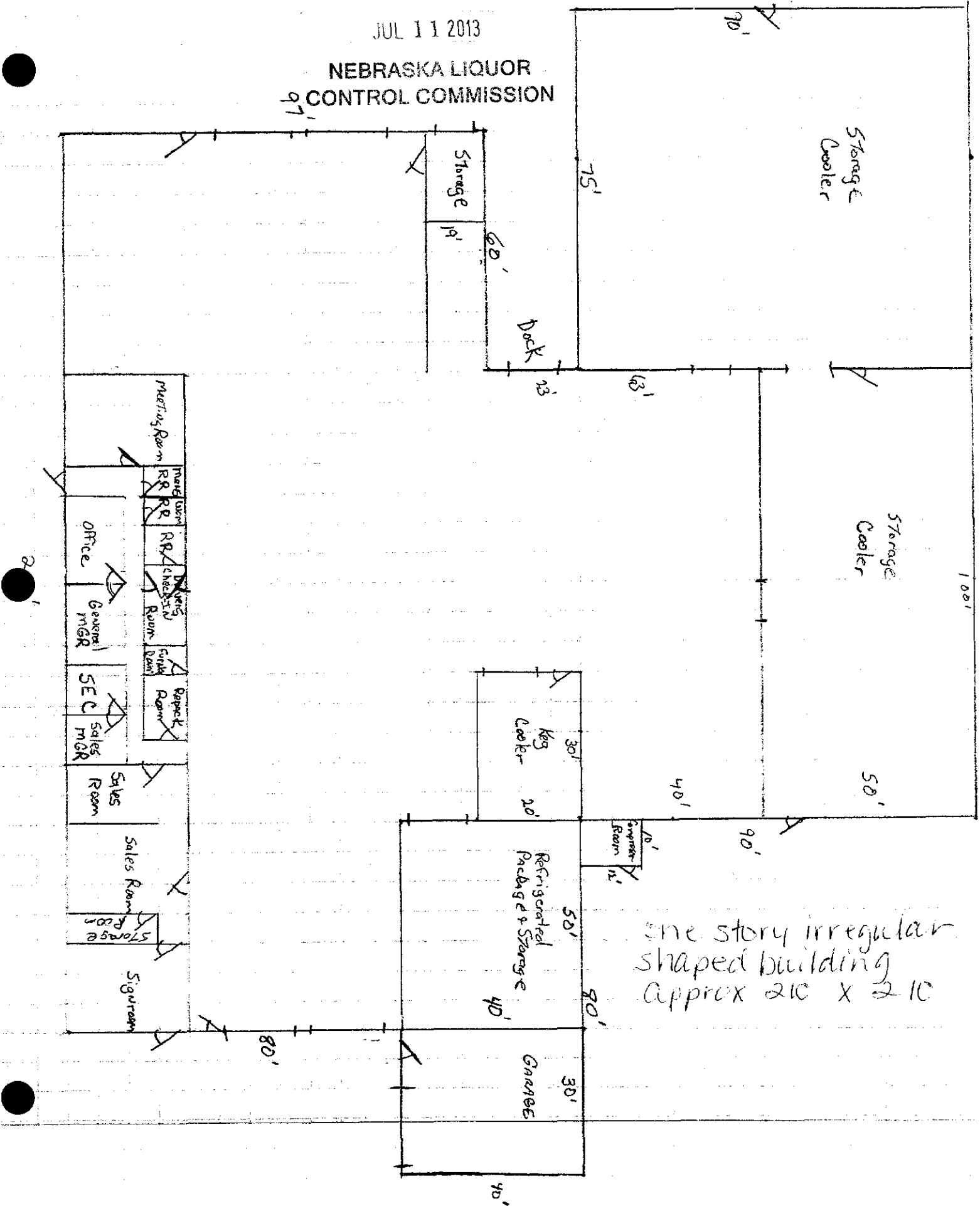
TTB F 5170.2 (05/2006)



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JUL 11 2013

NEBRASKA LIQUOR CONTROL COMMISSION



one story irregular shaped building  
Approx 210 x 210

**CHECK LIST**

**Neb. Rev. Stat. §53-132 Cum. Supp. 2002**

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

# Memo

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, Chief of Police  
**Date:** 8/28/2013  
**Re:** Application for a Class X Wholesale Liquor License number X-104568 in the name of Jeffrey J. Scheinost, PIVO Inc. dba High Plains Budweiser 2810 Ave M 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 which the Commission may consider in granting a liquor license.

## COMMENTARY

### **53-132: Section 2**

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

A background check was conducted on Jeffery Scheinost as a means to determine his fitness to hold a liquor license. Jeffery reported no criminal convictions on his application, nor did we find any during our background investigation.

Jeffery Scheinost and I met at his place of business "High Plains Budweiser" 2810 Ave M Scottsbluff, NE on 08/27/2013 at 0930 hours. Jeffery told me that he has been working in the industry since 1982. Jeffery explained that he currently holds a class W license, number W-047497 and has for several years. Jeffery said his only reason for changing to a class X license is so that he can wholesale spirits. Jeffery explained that Budweiser is now manufacturing a cider that he will now have to stock.

I asked Jeffery about security and his inventory. Jeffery stated that High Plains Budweiser has been at the Ave M location for several years and never broken into. Jeffery stated that they were vandalized one time and that was it. Jeffery stated that there is a night loader at the business until 12:00 am and there first driver's arrive at 04:00 am, meaning that there is usually someone there or cars parked at the business. Jeffery told me that the state conducts surprise inspections checking his paperwork and inventory on a regular basis. Jeffery told me that the state has never found issue with his paperwork.

Based on the information gathered I have no reason to believe the applicant is not 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. Jeffery Scheinost reported that he will continue to manage the business as he has for the past several years.

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

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

Jeffery Scheinost stated that he would make any necessary modification such as an alarm if recommended. Jeffery stated that he is adding emergency lighting at the recommendation of the Scottsbluff Fire Department.

The applicant has provided a business plan that explains what they intend to accomplish with regards to maintaining a successful and hopefully profitable business.

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

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

This is a wholesale license; the hours of operation are Sunday thru Friday 24 hours and Saturday 08:00 am to 12:00 pm. High Plains Budweiser sells and delivers to area retailers.

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 2810 Ave M Scottsbluff, NE and has been for several years. As stated above the business is a wholesale distribution warehouse. I would not anticipate any issues with location.

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

There are no similar businesses in the area.

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

The traffic flow is not of concern at this location nor is pedestrian traffic.

**(I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 15,000 incidents, not including traffic citations during 2012. Due to the nature of this business the police department is capable of responding and investigating any calls for service.

**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:**

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.



### Class C Licenses

#### Restaurants

El Charrito Restaurant & Lounge, Inc.  
Woodshed, Inc.

802 21<sup>st</sup> Avenue  
18 East 16<sup>th</sup> Street

#### Hotel/Motel

Holiday Inn Express  
Candlelight Inn & Lounge

1821 Frontage Rd.  
1822 East 20<sup>th</sup> Place

#### Taverns/Lounges

Hight's Tavern  
Silver Saddle Lounge  
18<sup>th</sup> Street Bar and Grille  
Bob's Garage & Bar  
Lucky Keno LLC dba FrontSide  
El Tequila

20 West 18<sup>th</sup> Street  
610 W. 27<sup>th</sup> St. Unit A  
1722 Broadway  
1907 Broadway  
1001 Avenue I  
1619 East Overland

#### Retail

Racks (Catering)  
Panhandle Cooperative Assn. (Catering)

1402 East 20<sup>th</sup> St.  
401 S. Beltline Hwy West

#### Clubs

Elks BPO Lodge 1367  
The Sugar Club

1614 1<sup>st</sup> Avenue  
705 East Overland

**TOTAL CLASS C LICENSES            14**

### Class D Licenses

#### Grocery Stores

Safeway of Western Nebraska

601 Broadway

#### Convenience Stores

5<sup>th</sup> & O Eastco  
Family Thrift #459  
Sinclair Super Shop  
Panhandle Coop Assn.  
Git N Split  
Cheema's Gas & Liquor  
Route 26 Mart  
Maverik Stores Inc.,  
La Bamba  
Walgreens

503 East Overland  
121 W 27<sup>th</sup> Street  
902 West Overland  
3302 Ave. B  
506 West 27<sup>th</sup> Street  
2002 Avenue I  
1722 E 20<sup>th</sup> Street  
920 West 36<sup>th</sup> St.,  
721 East Overland  
205 West 27<sup>th</sup> Street

#### Liquor Stores

Dermer's  
Liquor Cabinet (Catering)  
Cigarette Chain

1311 E Overland Dr.  
817 West 27<sup>th</sup> Street  
323 East Overland

#### Discount/Grocery Stores

Big Kmart #7024  
Wal-Mart Supercenter #867

802 East 27<sup>th</sup> Street  
3322 Avenue I

**TOTAL CLASS D LICENSES            16**

**CLASS I LICENSES**

**Restaurants**

Rosita's	1205 East Overland
Chili's Grill & Bar	826 West 36 <sup>th</sup> St.
Applebee's Neighborhood Grill & Bar	2621 5 <sup>th</sup> Avenue
Wonderful House Restaurant	829 Ferdinand Plaza
Taco de Oro	2601 Avenue I
Whiskey Creek Steakhouse	1802 E 20 <sup>th</sup> Place
Ole, LLC	1901 East 20 <sup>th</sup> Street
Oriental House	1502 E. 20 <sup>th</sup> St.
Emporium Coffeehouse & Cafe	1818 1 <sup>st</sup> Avenue
San Pedro Mexican Restaurant	23 West 27 <sup>th</sup> St.
Sam & Louie's Pizzeria	1522 Broadway
Taco Town	1007 West 27 <sup>th</sup> St.

**Bowling Alleys**

**Theater**

**Hotel/Motel**

Hampton Inn & Suites	301 W Hwy 26
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**TOTAL CLASS I LICENSES            12**

**Class W Licenses**

**Wholesale**

High Plains Budweiser	2810 Ave M
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**TOTAL CLASS W LICENSES            1**

**TOTAL LICENSES**

Class A	2
Class B	0
Class C	14
Class D	16
Class I	12
Class W	1
<b>TOTAL LICENSES</b>	<b>45</b>



# Memo

**Date:** June 12, 2013  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Rick Kuckkahn  
**Re:** Class "X" Liquor License Application  
PIVO Inc.  
DBA High Plains Budweiser  
2810 Avenue M  
Scottsbluff, NE 69361

**Action:**

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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 is situated in a C-3 (Neighborhood and Retail Commercial District) zoning district where the proposed use as a restaurant/bar is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The site meets off-street parking as required by the zoning code.
- (3) The use of the premises is consistent with the surrounding neighborhood, as it relates to that property.
- (4) The property is bounded by C-3 to the north, south, and west. To the east is Agricultural (undeveloped). No school district property or other public institutional facility is within close proximity to the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.