

City of Scottsbluff, Nebraska

Monday, April 7, 2014

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as advertised for this date at 6:05 p.m., to consider a Class C liquor license application for Live Entertainment, LLC, dba El Tequila Nightclub, 1619 E. Overland.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: April 7, 2014

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class C Liquor License for Live Entertainment, LLC, dba El Tequila Nightclub, 1619 E. Overland, Scottsbluff, NE 69361.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

Exhibit #1 – Application of Live Entertainment, LLC, dba El Tequila Nightclub, 1619 E. Overland, Scottsbluff, NE 69361.

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

NOTIFICATION LIST: Yes No Further Instructions

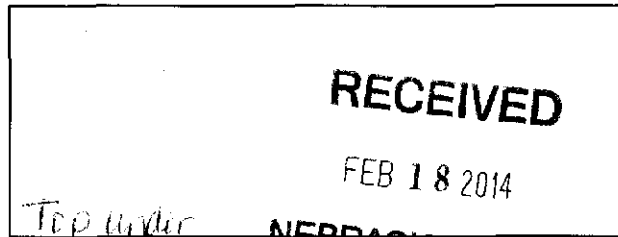
Live Entertainment, LLC, dba El Tequila Nightclub
1619 E. Overland
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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



*Repeating
9-412*

QA

Applicant Name Live Entertainment LLC.

Trade Name El tequila Night club Previous Trade Name El tequila Nightclub

E-Mail Address: Liveentertainmentllc@gmail.com. **C 106674**

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.

no prints submitted

REQUIRED ATTACHMENTS

prints received on 3-4-14

Each item must be checked and included with application or marked N/A (not applicable)

- 1. Fingerprint cards for each person; one card per person if done livescan or computer, two cards if done in ink include a processing fee in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. We strongly suggest you go to any Nebraska State Patrol to be rolled. See fingerprint brochure <http://www.lcc.ne.gov/brochures/fingerprint.pdf>.
- 2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.
- 3) Enclose the appropriate application forms;
 - 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)
- 4. 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.
- 5. If building is owned or being purchased send a copy of the deed the applicant.
- 6. If buying the business of a current liquor license holder:
 - a) Provide a copy of the purchase agreement from the seller (m

*3-11-14 entered into database
Ag & FM sent
local & SP sent*



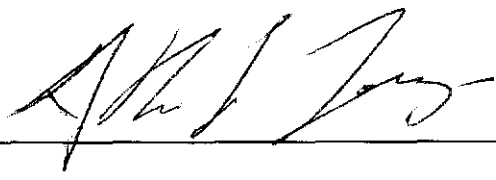
CK 1129 - \$400.00 - jbm



- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

- 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).
- 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- 9. For citizenship, residency and voter registration requirements see enclosed brochure.
- 10. 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.
- 11. Submit a copy of your business plan.

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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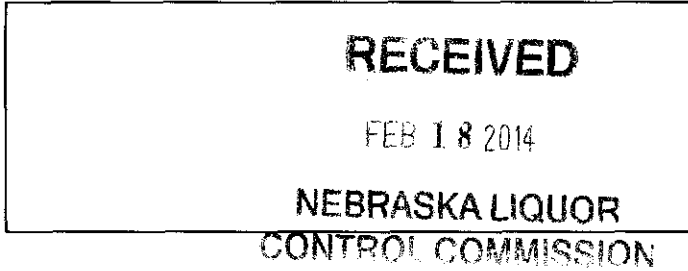
NEBRASKA LIQUOR CONTROL COMMISSION

02-14-14
Date

- ~~one story building~~ - YES
- ~~outdoor area~~ - NO
- ~~#10 need names~~ - Alberto Lopez & Carlos Villalobos
- ~~#11 not completed~~ - none
- ~~copy of NE drivers license~~ - Submitted
- ~~need % of interest for each member~~ 76% - Alberto
24% - Carlos
- ~~Assets?~~
- ~~33.00 print fees~~
- ~~fingerprint cards~~

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/



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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- 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
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

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

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

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

Name _____ Phone number: _____

Firm Name _____

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PREMISE INFORMATION

Trade Name (doing business as) El tequila Nightclub

Street Address #1 1619 E. Overland dr. NEBRASKA LIQUOR CONTROL COMMISSION

Street Address #2 _____

City Scottsbluff County Scottsbluff #21 Zip Code 69361

Premise Telephone number 308 765 0126 E-mail _____

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

Mailing address (where you want to receive mail from the Commission) _____

Name Live Entertainment, LLC

Street Address #1 1540 Atwood st.

Street Address #2 _____

City Longmont State CO Zip Code 80501

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

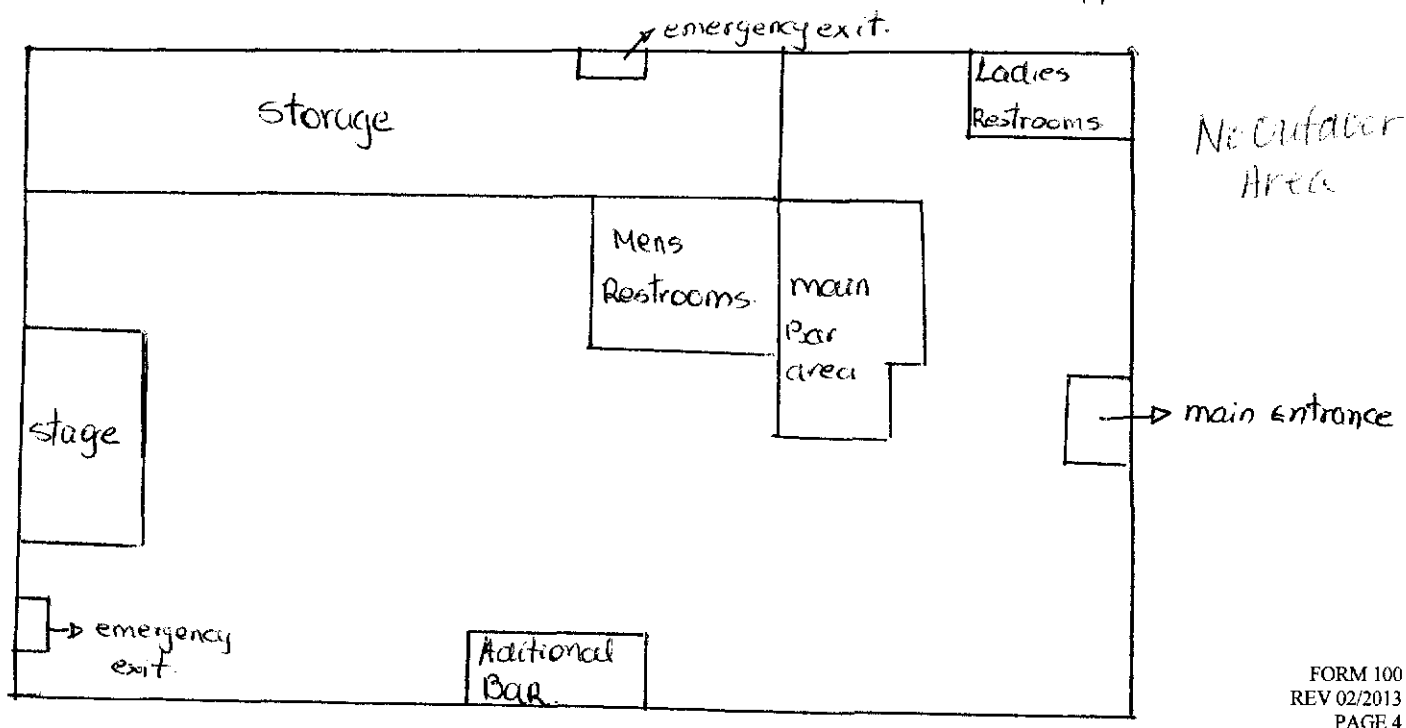
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (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.
**For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length 90 feet
Width 60 feet
Is there a basement? Yes No

No Basement

one story building

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



FORM 100
REV 02/2013
PAGE 4

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
Alberto Lopez	12/2006	San Diego CA	DUI	
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2. Are you buying the business of a current retail liquor license?

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YES NO

NEBRASKA LIQUOR CONTROL COMMISSION

If yes, give name of business and liquor license number Silvia Orona

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 liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number Silvia Orona #095412

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

YES NO

If yes:

a) Attach temporary operating permit (T.O.P.) (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(s) _____

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

YES NO

Just on corp application

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

Carlos Villalobos. owns 24% of LLC. (Live entertainment LLC.).

No silent partners

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

YES NO

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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?

NEBRASKA LIQUOR CONTROL COMMISSION

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)(1)

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.

Wells fargo Bank. Alberto Lopez & Carlos Villalobos

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.

None

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. The persons required are listed as followed:

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- 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

NEBRASKA LIQUOR CONTROL COMMISSION

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Alberto Lopez	Dec/10/2013	Certificate of training Responsible Alcohol Server, Scottsbluff, NE

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 Dec 2015. March 1, 2015
- Deed
- Purchase Agreement

14. When do you intend to open for business? march 1st 2014.

15. What will be the main nature of business? Nightlife Entertainment.

16. What are the anticipated hours of operation? 6pm - 1am.

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
San Diego CA	2004	2006			
Longmont CO	2006	2014			

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). See guideline for required signatures. <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>

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 Signature of Applicant

Signature of Spouse
NEBRASKA LIQUOR CONTROL COMMISSION

 Signature of Applicant

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

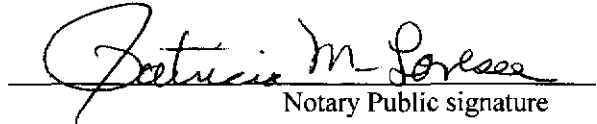
 Signature of Applicant

 Signature of Spouse

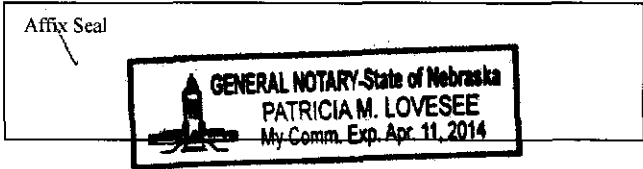
ACKNOWLEDGEMENT

State of Nebraska
 County of KIMBERLY
02-14-2014
 date

The foregoing instrument was acknowledged before me this
ALBERTO LOPEZ PRECIADO
 name of person acknowledged



 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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: Live Entertainment, LLC

Premise information

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

Premise Trade Name/DBA: El Tequila Nightclub

Premise Street Address: 1619 E. Overland dr.

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308 765 0126

Email address: liveentertainmentllc@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Form 103
Rev 9/2013
Page 2 of 6

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2006	2006	Country Buffet	Robert	303-684-0208
2006	2014	Zoetis	Dominic Sexton	303-678-7112

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, 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

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NEBRASKA LIQUOR CONTROL COMMISSION

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
Alberto Lopez	12/2006	San Diego, CA	DUI	

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: yes Name on Certificate: Responsible Beverage Alcohol Server.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Alberto Lopez	Dec 10 2013	Certificate of training Responsible Alcohol Server.
		RECEIVED
		FEB 18 2014
		NEBRASKA LIQUOR CONTROL COMMISSION

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Bartender / Alberto Lopez	April 2012	Bar Kleys. Ballroom, Frisco, CO.

5. 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 submitted

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PERSONAL OATH AND CONSENT OF INVESTIGATION

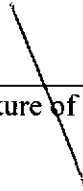
FEB 18 2014

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 for 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.


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of KIMBALL

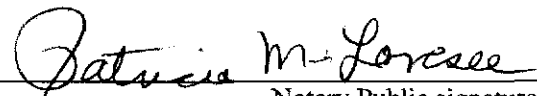
The foregoing instrument was acknowledged before me this

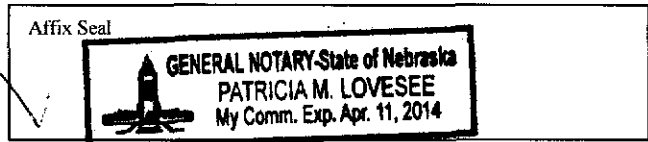
02-14-2014

date

by ALBERTO LOPEZ PRECIADO

name of person acknowledged


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.



[HOME](#)

[POLLING PLACE](#)

[PROVISIONAL BALLOT](#)

[ABSENTEE BALLOT](#)

Select Language

Registrant Search Information

Registrant Detail

Name: Alberto Lopez Preciado
Party: Democrat
Polling Place: Elks Lodge
 1614 1st Avenue
 Scottsbluff, Ne, NE 69361

Districts

DISTRICT NAME

DISTRICT TYPE

Scottsbluff Public Schools	School District
Western Com College Dist 5	Community College District
U.S. Congressional District 3	U.S. Congressional District
Appeals Court Judge Dist 6	Judge of Appeals Court Dist.
County Judge Dist 12	Judge of County Court Dist.
District Judge, Dist 12	Judge of Distict Court Dist.
Supreme Court Judge Dist 6	Judge of Supreme Court Dist.
Legislative District 48	Legislative District
North Platte NRD SubD 2	Natural Resources District
Nebraska PPD SubD 5	Public Power District
PSC District 5	Public Service Comm District
Board of Regents District 7	Board of Regents
ESU 13 District 7	ESU District
County Airport Authority	Airport Authority
Scottsbluff City Council	City Council (Ward)
County Commissioner District 5	County Board (Commiss./Superv)
State Board of Education Dist7	State Board of Education

OK

[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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 © Voter View 2.5.1051.0

VERA DULANEY
(308) 436-6653
COUNTY CLERK
County Administration Building
1825 10th Street
Gering, Ne 69341



Return Service Requested

Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Scottsbluff 3
Polling Place: Elks Lodge
Party: DEM
1614 1st Avenue
Scottsbluff, Ne
U.S. Congressional District 3
Legislative District 48
County Commissioner District 5
Western Com College Dist 5
Scottsbluff Public Schools
Scottsbluff City Council

Scotts Bluff County, State of Nebraska
3484894
Alberto Lopez Preciado
1516 7th Ave
Scottsbluff, NE 69361

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FEB 18 2014
NEBRASKA
COMMISSIONER OF REGISTRATION

OK

FOR WALLET SIZE • FOLD HERE

**Certificate of Training
Responsible Beverage Alcohol Server**

THIS CERTIFICATE IS AWARDED TO

ALBERTO LOPEZ

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS TO BE A CERTIFIED
ALCOHOL SERVER IN NEBRASKA

INSTRUCTED BY THE NEBRASKA STATE PATROL

TEST SCORE:

92%

NLCC #

Investigator Tami Otto #305

INSTRUCTOR TAMI OTTO

TRAINING DATE: **DECEMBER 10, 2013**

VALID FOR THREE YEARS
FROM DATE OF TRAINING

OK

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

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

Office Use
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NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: Incorp. Services Inc.

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

Live Entertainment LLC

LLC Address: 1540 Atwood st.

City: Longmont CO State: CO Zip Code: 80501

LLC Phone Number: 970 457 7508 LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: Lopez First Name: Alberto MI: _____

Home Address: 1516 7th ave City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: 303 901 0285

Alberto Lopez
Signature of Managing/Contact Member

ACKNOWLEDGEMENT


State of Nebraska
County of KIMBALL

The foregoing instrument was acknowledged before me this

02-14-2014

by ALBERTO LOPEZ PRECIADO
name of person acknowledge

Date
Patricia M. Lovesee

Affix Seal


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

YES

NO

RECEIVED

FEB 18 2014

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, and its articles must be submitted with application §53-126

NEBRASKA LIQUOR CONTROL COMMISSION

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

Starting Date: Jan 1st Ending Date: Dec 31st

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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

FORM 102
REV 12/2010
Page 4 of 4

Nebraska Secretary of State

- John A. Gale

Articles

Business Services

Home » Corporation and Business Entity Searches

Tue Feb 18 11:35:47 2014

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

NEW SEARCH

[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name

LIVE ENTERTAINMENT LLC

Principal Office Address

1540 ATWOOD ST
LONGMONT , CO 80501

Registered Agent and Office Address

INCORP SERVICES, INC.
6003 OLD CHENEY ROAD, SUITE 300
P.O. BOX 6169
LINCOLN, NE 68501

SOS Account Number

10184534

Nature of Business

Not Available

Entity Type

Foreign LLC
Qualifying State: CO

Date Filed

Nov 15 2013

Account Status

Active

Pay Services:

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

- Images of Filed Documents

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
FCA	Certificate of Authority	Nov 15 2013	\$1.35 = 3 page(s) @ \$0.45 per page

- Letter of Good Standing

I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account. \$6.50

[View/Update Letters of Good Standing addressee information](#)

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOREIGN LIMITED LIABILITY COMPANY

NE Sec of State John A. Gale CORP - FCA
9000063224 - Page 1 of 3
LIVE ENTERTAINMENT LLC
Filed: 11/15/2013 10:30:36 AM

Submit in Duplicate

Articles

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.ne.gov>

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NEBRASKA LIQUOR
CONTROL COMMISSION

An original certificate of existence from the appropriate authority in the jurisdiction of state and for whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company Live Entertainment LLC

Alternate Name _____
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: InCorp Services, Inc

Registered Agent Address:

6003 Old Cheney Road, Suite 300 - PO Box 6169 Lincoln NE 68501-0169
Street and Mailing Address City State Zip

Address of Principal Office:

1540 Atwood st Longmont CO 80501
Street and Mailing Address City State Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction;

Street and Mailing Address City State Zip

Organized under the laws of the State or Jurisdiction of COLORADO

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Nightclub and Entertainment

Effective date if other than the date filed _____

Alberto Lopez
Signature of Authorized Representative

Alberto Lopez
Printed name of Authorized Representative

FILING FEE: \$120.00
January 1, 2011

Neb. Rev. Stat. 21-156

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STATE OF NEBRASKA

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

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

LIVE ENTERTAINMENT LLC

a Colorado limited liability company, filed an Application for Certificate of
Authority in this office on November 15, 2013 and is hereby authorized
to transact business in the state of Nebraska as of the date of this certificate.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of
November 15, 2013



A handwritten signature in cursive script that reads "John A. Gale".

Secretary of State

Articles

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Live Entertainment LLC

is a **Limited Liability Company** formed or registered on 10/19/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131598434.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/12/2013 that have been posted, and by documents delivered to this office electronically through 11/14/2013 @ 09:18:37.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/14/2013 @ 09:18:37 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8690118.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/1:CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

CERT_GS_D Revised 08/20/2008

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Operating Agreement

Live Entertainment LLC,
a Colorado Limited Liability Company

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

Articles

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

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

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

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

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

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

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

2.3 Additional Members.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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CONTROL COMMISSION

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

ARTICLE 4: MANAGEMENT

4.1 Management.

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

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

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

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) An amendment to the Articles of Organization;

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- (iv) The merger of the Company with any other entity or substantially all of the Company's assets; and
- (v) The amendment of this Agreement.

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

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

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CONTROL COMMISSION

- (iii) Minutes of any special or annual meetings ordered pursuant to Colorado law;
- (iv) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

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

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

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

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

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Colorado Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Colorado

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Limited Liability Company Act, the vote of the Members holding a ~~consent~~ majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Colorado Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Colorado Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

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

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

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ARTICLE 8: DISSOLUTION

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

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the

Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Colorado law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

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

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

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last

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known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

NEBRASKA LIQUOR
COMMISSION

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Colorado Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Colorado Limited Liability Company Act.

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

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

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

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POWER OF ATTORNEY COMMISSION

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

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

[Remainder Intentionally Left Blank.]

Articles

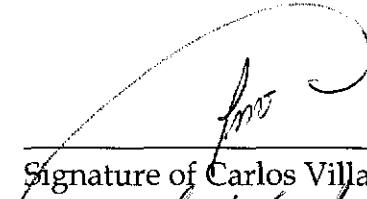
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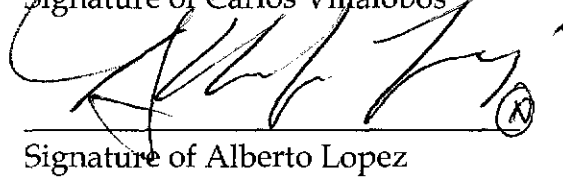
NEBRASKA LIQUOR
CONTROL COMMISSION

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

Dated: 10/10/2013



Signature of Carlos Villalobos



Signature of Alberto Lopez

Articles

EXHIBIT A MEMBERS

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

Members Capital

Contribution

Percentage

Interest

Alberto Lopez 76%

Address:

1540 Atwood St.

Longmont, Colorado 80501

Carlos Villalobos 24%

Address:

1540 Atwood st.

Longmont, Colorado 80501

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Business Plan

TEQUILA NIGHTCLUB BUSINESS PLAN

Tequila Nightclub Business Plan

The Tequila Nightclub is a new night club Managed by Live Entertainment LLC that will focus on attracting the residents of Scottsbluff county and around areas. The main goal it's to provide a great venue for the American and Latino community to enjoy live music and entertainment on a friendly atmosphere.

Once opened, the Tequila Nightclub will have the exceptional management team to guide its success and operate under the county and state regulations.

#2

Asset Purchase Agreement

This Asset Purchase Agreement (this "Agreement") is entered into as of December 01, 2013, by and between Sylvia Orona, of 1619 overland, Scottsbluff, Nebraska 69361 (hereinafter called "Seller"), and Live Entertainment LLC, of 1540 Atwood st, Longmont, Colorado 80501 (hereinafter called "Buyer").

In consideration of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. Promise to Buy and Sell

Seller agrees to sell and Buyer agrees to purchase all the assets and property of Seller, including its goodwill in the items, listed in **Exhibit A**, attached to and made a part of this Agreement, for the consideration, under the terms and conditions, and subject to the warranties and representations set forth in this Agreement.

II. Closing; Documents Deliverable

The closing of the sale shall take place on December 01, 2013, at 11am at 1619 overland, scottsbluff, Nebraska 69361. At the closing, Seller shall deliver to Buyer such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in Buyer good and marketable title to the property and assets sold under this Agreement. At closing, Buyer shall pay Seller all of the purchase price as specified in this Agreement. All documents and papers to which the parties are entitled under this Agreement, unless otherwise specified in this Agreement, shall also be delivered at the closing. The transaction contemplated by this Agreement shall be closed without the necessity of compliance with any possible applicable bulk sales or bulk transfer laws. If any claims are asserted by the creditors of the Seller by reason of any possible applicable bulk sales or bulk transfer laws, these claims shall be the responsibility of the Buyer in the case of claims constituting liabilities assumed by the Buyer under this Agreement and the responsibility of the Seller as to any claims representing undisclosed liabilities of the seller or liabilities which the Buyer has not assumed under the terms of this Agreement.

III. Consideration

The purchase price shall be Five Thousand Dollars (\$5000). The purchase price shall be payable as follows: Check and cash. The parties intend that the purchase price shall be allocated as follows, and each party agrees that each will report the allocation in this manner for all tax purposes:

IV. Warranties and Covenants of Seller

Seller agrees, represents, and warrants as follows:

- A. Seller has been duly organized and is validly existing and in good standing under the laws of the State of Nebraska and has the requisite corporate power and authority and all necessary government approval to own, lease and operate its properties and to carry on its business as it is now being conducted, to execute and

deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby.

- B. The execution and delivery of this Agreement by Seller, and the agreements provided for herein, and the consummation by Seller of all transactions contemplated hereby, have been duly authorized by all requisite corporate and stockholder action. This Agreement and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Seller is a party constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- C. Seller has good and marketable title to all of the purchased assets listed in **Exhibit A**, free and clear of all mortgages, liens, liabilities, pledges, charges or encumbrances.
- D. After reasonable investigation by Seller, Seller has no known creditors, and if there are any creditors of Seller, Seller will be fully responsible for satisfying any such liabilities, and there are no known claims against Seller that might be asserted by any stockholders or warrant holders of Seller.
- E. Until the closing date of this Agreement, Seller shall not, without the written consent of Buyer, dispose of or encumber any of the assets or property to be sold under this Agreement, with the exception of any transactions occurring in the ordinary course of Seller's business. Seller shall use its best efforts to preserve its business and goodwill. Seller further agrees to permit Buyer and its representatives full access to its property and records any time prior to the closing date during normal business hours and to supply all information concerning its property and affairs as Buyer may reasonably demand.

V. Warranties and Covenants of Buyer

This Agreement and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Buyer is a party constitute the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

VI. Transfer of Title; Risk of Loss

Title to the assets and property sold under this Agreement shall pass to Buyer on the closing date on delivery to it of the proper instruments of transfer. If at any time any of the tangible property sold under this Agreement shall have been lost or damaged, except for damage or loss through use and wear in the ordinary course of business, by any cause or event beyond the reasonable power and control of Seller, Buyer shall be entitled to collect all insurance

Seller: Sylvia Orona

Buyer: Live Entertainment LLC

By: Sylvia Orona
Name: Sylvia Orona El Tequila Nightclub

By: Alberto Lopez
Name: Alberto Lopez Live Entertainment llc

Title: Owner

Title: Owner

Assets

#2

EXHIBIT A
Purchased Assets

A clientele base, brand name and operating rights that operated successfully for several years.

40 wood tables

120 chairs

2 refrigerators

#2

Tequila Nightclub Alcohol inventory Purchased

Tequila Juarez 6 bottles 1 liter
Jose Cuervo 6 bottles 1 liter
Hipnotic 1 Bottle
Malibu Rum 2 bottles 1 liter
Agavero Tequila 3 bottles 1 liter
Smirnof Vodka 1 liter 2 bottles
X rated 2 bottles 1 liter
Corona beer 2 cases of 24 units
Bud light beer 15 cases of 24 units
2 cases of bacardi silver

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LEASE

NEBRASKA LIQUOR

CONTROL COMMISSION

This Lease is made on Dec. 1st, 2013, between Cesar Oroha (the "Owner") and Alberto Lopez and Live Entertainment LLC (the "Tenants").

Recitals: _____ Applicant

a. The Owner owns the following described real estate (the "Real Estate"):

Lots Five (5) and Six (6), Imperial Subdivision, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

More commonly known as 1619 East Overland, Scottsbluff, NE.

premise

b. The Owner leases the Real Estate to the Tenants according to the terms and conditions of this Lease.

Lease:

1. Term:

This Lease shall be effective as march 1st, 2014 (the "Effective Date") and shall continue until ~~march~~ march 1st, 2015. (the "Term").

term

2. Rent:

The Tenant shall pay to the Owner "Rent" in advance on the first day of each month in the amount of \$1,600.00 per month. However, since the Effective Date of this Lease is march 1st 2014, the Tenants shall pay \$1600 for month Rent, until march 1st 2015, 20__, at which time the Rent shall be \$1,600.00. In addition to the Rent, Tenants agree to pay Owner a non refundable deposit of \$1,600.00 on or before the Effective Date.

3. Use of the Real Estate:

It is agreed that the Real Estate shall be used for the Tenants' business known as night club. The Tenants agree not to commit waste on the Real Estate. The Tenants agree to comply with all federal, state, and municipal laws, rules, and regulations in the operation of the business including all applicable environmental laws and regulations. The Tenants shall not handle, store or dispose of, or allow the handling, storage, or disposal of any waste or hazardous substance on the Real Estate except as permitted by law. The Tenants agree to

#13

indemnify and hold the Owner harmless for any damages or loss caused to the Owner as a result of the Tenants' failure to comply with this paragraph.

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NEBRASKA LIQUOR
COMMISSION

4. Insurance:

The Tenants shall maintain and pay the premiums for all insurance for the Real Estate as follows:

- a. Property and casualty insurance for the Real Estate issued by companies and in amounts as approved by the Owner which include the Owner's interest in the Real Estate, name the Owner as an additional insured, and which are payable in the event of loss to the Owner.
- b. Public liability insurance providing limits of \$1,000,000.00 naming the Owner as an additional insured. The Tenants agree to indemnify and hold the Owner harmless for any damage that may be caused to the Owner by the Tenants, their agents or employees.
- c. Property and casualty insurance for the Tenants' improvements, fixtures, and contents if desired by the Tenants.

A certificate of insurance or copy of the policy shall be given to the Owner at least 15 days prior to the expiration date of the then existing policy. All policies shall not be cancelable unless 15 days advance written notice is given to the Owner. If the Tenants fail to obtain the required insurance and to pay the premiums charged, or to properly maintain and keep in force the insurance, the Owner shall have the right, at its sole option, to procure the insurance and pay the premiums charged. These amounts shall be deemed additional Rent and shall be due and payable with the next installment of Rent due from the Tenants.

5. Real Estate Taxes:

The Tenants shall pay as additional Rent the real estate taxes assessed on the Real Estate. All taxes payable during the term of this Lease shall be paid by the Tenants on or before the date by which they become delinquent with a receipt for payment furnished to the Owner immediately upon payment. Taxes for the first year of this Lease shall be prorated as of the Effective Date, and taxes for the last year of this Lease shall be prorated to the expiration of the Term.

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NEBRASKA LIQUOR CONTROL COMMISSION

6. Utilities:

All utilities shall be in the Tenants' name and the Tenants shall be responsible for payment for these utilities before they become delinquent.

7. Maintenance:

The Owner shall be responsible for maintaining the structure and roof of the building located on the Real Estate (the "Building"), as well as the exterior sidewalk and paving. The Tenants shall be responsible for all other maintenance and repairs, including but not limited to the electrical, plumbing, heating and cooling systems, as well as for glass or door breakage or damage. The Tenants agree to keep the Building, as well as the sidewalks, driveways, and parking areas in good appearance and shall be responsible for all snow removal required for that area.

8. Inspection and Warranties:

The Tenants are entering into this Lease based on their knowledge of the Real Estate and not on any representations or warranties, express or implied, made by the Owner. At the expiration of this Lease, the Real Estate shall be returned to the Owner in its present condition, ordinary wear and tear excepted. The Owner shall have the right to inspect the Real Estate at any reasonable time.

9. Leasehold Improvements:

No alterations shall be made to the Real Estate by the Tenants without the Owner's consent, which consent shall not be unreasonably withheld. The Tenants agree to indemnify and hold harmless the Owner against any liens, costs, damages, or expenses that may result from the Tenants' improvements. At the expiration of the Term, the Tenants may remove their improvements as long as they can be removed without damage to the Real Estate which is not repaired by the Tenants.

10. Termination:

The Owner shall have the right to terminate this Lease upon a default by the Tenants which shall occur upon the happening of any of the following:

- a. Failure to pay Rent within 15 days of the due date.

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NEBRASKA LIQUOR CONTROL BOARD

b. The Tenants' insolvency, the filing of any bankruptcy proceedings by or against the Tenants, the appointment of a Receiver to take possession of any property of the Tenants, any assignment for the benefit of the Tenants' creditors, or the levying of execution upon the assets of the Tenants located on the Real Estate which is not discharged within 30 days after the levy.

c. The failure of the Tenants to correct any other default in this Lease within 30 days after written notice by the Owner.

Upon a default, the Owner may elect to reenter the Real Estate and the Tenants shall peaceably surrender the Real Estate to the Owner. In addition, the Owner shall have all legal remedies available to it, including but not limited to the right to accelerate all rentals due or to become due under this Lease, to recover rentals as they become due, or to relet the Real Estate or any parts of the Real Estate on terms as the Owner in its sole judgment deems advisable. No reentry or taking possession of the Real Estate by the Owner shall be construed as an election to terminate this Lease unless a written notice of that intention is given to the Tenants.

11. Casualty to the Real Estate:

During the Term, if all or any part of the Building shall be materially damaged by fire or other casualty without the fault of the Tenants so that the Building is unfit for use by the Tenants, the Rent shall be suspended until the Building shall be rebuilt or made fit for use and occupancy. If damage to the Building is to the extent of 50% or more, or, if in the judgment of Owner, the Building has been damaged to the extent that it can no longer be utilized for the purpose for which it has been utilized during the Term, then this Lease may be terminated at the election of the Owner. If the Building is totally destroyed or work to put the Building in tenantable condition is not started within 30 days from the date of the damage and is not continued to completion with reasonable diligence, then this Lease may be terminated at the election of the Tenants.

12. Miscellaneous:

a. In entering into this Lease, the Owner is relying upon the Tenants' financial status and experience. Accordingly, this Lease shall not be assigned or subleased without the written consent of the Owner, which consent shall not be unreasonably withheld.

b. This Lease is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Provided, no assignment of all or any portion of this Lease shall relieve any party of its obligations under this Lease.

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FEB 18 2014

NEBRASKA LIQUOR
CONTRACT REGISTRATION

c. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

e. This Lease shall be construed according to the laws of Nebraska.

f. This Lease contains the entire agreement of the Parties, and may be amended only in writing signed by all parties.

Cesar Orona
Cesar Orona, Owner

Live Entertainment-LLC.
, Tenant

[Signature]
, Tenant

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.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Kevin Spencer, Chief of Police

Date: 4/3/2014

Re: Application for a Class C Retail Liquor License number C-106674 in the name of Alberto Lopez Preciado, Live Entertainment LLC DBA El Tequila Nightclub 1619 E Overland Scottsbluff, NE 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license

COMMENTARY

53-132: Section 2

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

A background check was conducted on Alberto Lopez Preciado as a means to determine his fitness to hold a liquor license. As part of the application process Alberto disclosed a conviction of Driving Under the Influence in San Diego, California. It was found that Alberto was convicted of Driving Under the Influence in San Diego February 13, 2007, his California driver's License is still suspended. Alberto does have a valid Nebraska driver's license.

Alberto and his business partner Carlos Villalobos appeared before the City of Scottsbluff Liquor License Holders Investigatory Board on March 27, 2014 at 04:00 pm to discuss this liquor license. Much of the information contained in this report was gained during that meeting and a phone conversation I had with Alberto Wednesday April 2, 2014.

Based on the available information I found nothing to disqualify Alberto or a reason to believe he 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. Alberto Lopez reported that he will manage the business adding that he plans to hire one other person besides his business partner, Carlos Villalobos. Alberto told me that this employee does have experience in the retail liquor industry and is over 21 years of age.

Alberto stated that it will be his policy to terminate immediately anyone that sells to a minor.

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:

Alberto reported that the business has a small room that can be locked where he will store the alcohol. Alberto told me that there is another room that can be locked that he will use to store alcohol once it is cleaned out. Alberto said that the coolers where the beer is stored will be locked. Alberto stated that Carlos his business partner will be tasked with inventory of the liquor and beer. Alberto said that Carlos will inventory the liquor and beer once a week.

The applicant stated that the business will have video cameras on the interior that will be recording at all times as well as an intrusion alarm.

Alberto reported that he worked in a bar in Frisco, Colorado with Carlos who was his boss at the time. Alberto stated Carlos has extensive experience in the industry and will work the bar area. Alberto completed Trooper Otto's "Responsible Beverage Alcohol Server" training December 2013.

Alberto told us that minors will be allowed to frequent the business. Alberto told me that he will have 5 to 6 security personnel. Carlos told me that he will have one security person at the door checking identification marking the hands of minors and putting a wrist band on those over 21 yo. Alberto said that the under aged customers will be segregated from the other of age customers. Alberto said that he will have a security person posted near the ladies restroom to watch the under aged customers, as it is near the bar. Alberto told me that the other security personnel will be tasked with maintaining order, ensuring that the under aged customers do not drink alcohol and to monitor those who do consume preventing them from being over served. Alberto told me that when they have a larger event he will employ up to 10 security personnel.

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:

The hours of operation of the establishment will be Saturday evening until 0100 hours. Alberto stated in the beginning the business will only be open on Saturday night. Alberto said that they will open on Friday nights sometime in the future, but they will only be open Friday and Saturday nights.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 1619 East Overland Scottsbluff, NE. It is a business that will attract customers during the evening hours Friday and Saturday nights. Its location is easily accessible and convenient for customers. 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 other establishments of this nature in the immediate area.

(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 of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 32 full time officers in the department and handled approximately 14,000 incidents, not including traffic citations during 2013. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

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

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

Class C Licenses

Restaurants

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

802 21st Avenue
18 East 16th Street

Hotel/Motel

Holiday Inn Express
Candlelight Inn & Lounge

1821 Frontage Rd.
1822 East 20th Place

Taverns/Lounges

Hight's Tavern
Silver Saddle Lounge (submitted request for change of location)
18th Street Bar and Grille
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
El Tequila (current license)

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

Retail

Racks (Catering)
Panhandle Cooperative Assn. (Catering)

1402 East 20th St.
401 S. Beltline Hwy West

Clubs

Elks BPO Lodge 1367
The Sugar Club

1614 1st Avenue
705 East Overland

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 15

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Convenience Stores

5th & 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 27th Street
902 West Overland
3302 Ave. B
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
721 East Overland
205 West 27th Street

Liquor Stores

Dermer's
Liquor Cabinet (Catering)
Cigarette Chain

1311 E Overland Dr.
817 West 27th Street
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

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

Theater

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26
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TOTAL CLASS I LICENSES **13**

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	15
Class D	16
Class I	13
Class W	1
TOTAL LICENSES	47

Memo

Date: March 13, 2014
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn
Re: Class "C" Liquor License Application
Live Entertainment LLC DBA El Tequila Nightclub
1619 East Overland
Scottsbluff, NE 69361

Action:

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive, the following information is offered:

- (1) The property is situated in a C-3 (Heavy Commercial) zoning district where the use is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) El Tequila Night Club is located at 1619 East Overland. El Tequila Nightclub is situated at the northwest corner of the intersection of East Overland & 17th Avenue.
- (3) Sufficient off-street parking is provided on the site and is consistent with the number that is required by the City's zoning ordinance. (Restaurants/bars require at least one parking space for every three seats). Parking may need to be reviewed.
- (4) The use of this property is consistent with the surrounding neighborhood as it relates to commercial activities, retail sales, and services.
- (5) There are no other public buildings or institutions in close proximity to the subject property.
- (6) The existing population of Scottsbluff is approximately 15,039.