

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF APPROVING A KENO)
SATELLITE LOCATION AT KRAMER BAR &) RESOLUTION NO. R-13-0041
GRILL, 11365 W. KRAMER STREET, KRAMER,)
LANCASTER COUNTY, NEBRASKA)

WHEREAS, the City of Lincoln and the County of Lancaster, Nebraska have entered into an Interlocal Agreement for the purpose of providing for a joint City-County keno lottery; and

WHEREAS, on or about May 10, 2013, the City of Lincoln was informed by Big Red Companies that a new keno sales outlet (satellite) application had been received from Kramer Bar & Grill, 11365 W. Kramer Street, Kramer, Lancaster County, Nebraska; and

WHEREAS, on or about July 12, 2013 the City of Lincoln Keno Committee recommended approval of said application; and

WHEREAS, the County desires to approve said keno satellite location for the Lincoln/Lancaster County keno lottery within Kramer; and

WHEREAS, the County has determined that Kramer Bar & Grill, 11365 W. Kramer Street, Kramer, Lancaster County, Nebraska, 68333 meets the keno lottery satellite criteria in effect for Lancaster County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, Nebraska, that a keno satellite site is hereby approved and authorized at Kramer Bar & Grill, 11365 W. Kramer Street, Kramer, Lancaster County, Nebraska, 68333

AND, BE IT FURTHER RESOLVED, that the Lancaster County Clerk is directed to return an executed copy of this Resolution to Kramer Bar & Grill and a copy to Big Red Companies.

DATED this 23 day of July, 2013, at the County-City Building, Lincoln,
Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM

this 23 day of

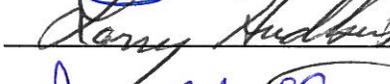
July, 2013.



for JOE KELLY

County Attorney









FINANCE DEPARTMENT
555 South 10th Street Suite 103 Lincoln, NE 68508
402-441-7411 fax: 402-441-8325 lincoln.ne.gov

RECEIVED

JUL 18 2013

LANCASTER COUNTY
CLERK

Date: July 12, 2013

Tonya Peters
Assistant City Attorney
555 S 10th St, Suite 300
Lincoln, NE 68508

Subject: Recommendation for Kramer Bar & Grill Keno Application

This is to notify you that the City of Lincoln Keno Committee recommends approval of this application. The above stated satellite, Kramer Bar & Grill meets all keno lottery satellite criteria as required by the Nebraska Department of Revenue County and City Lottery Regulation 35-618 and the City/County Keno Interlocal Agreement. Also, The Lincoln Police Department completed the necessary background checks and recommends approval.

Please include a copy of the application and above information in the resolution request to Lancaster County Board and provide the date this is scheduled to appear on the county docket.

Sincerely,

A handwritten signature in black ink that reads "Steve Hubka".

Steve Hubka
Finance Director

Enclosures



11115 "O" Street • Omaha, NE 68137

Phone (402) 339-1200 • Fax (402) 339-7382

May 10, 2013

Mr. Dwight Fuhrer
City of Lincoln – Finance Department
555 South 10th Street #103
Lincoln, NE 68508

RE: NEW SATELLITE APPLICATION

Dear Mr. Fuhrer,

I am pleased to inform you that EHPV Lottery Services LLC is presenting you with a new keno sales outlet (satellite) application for the following location:

Kramer Bar & Grill
11365 W. Kramer St.
Kramer, NE 68333

I have enclosed:

- 3 copies of the executed contract between the applicant & Big Red Keno
- Original and 2 copies of the City/County application form
- Original & 1 copy of each required individual's Personal History Record form
- 2 copies of the deed/lease to the premises to be licensed
- Original Form 50G Schedule II

Please place the keno sales outlet location application on the Council's agenda for approval at your earliest convenience. If you have any questions, please feel free to contact me at 402-670-2965.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,

A handwritten signature in cursive script that reads "Katrina Coffey".

Katrina Coffey
Vice President of Marketing, Sales & Community Relations

BIG RED KENO**LINCOLN SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s) and other equipment that we place at the Premises; (vi) "Supplies" means tickets, bet slips and other items of personal property necessary to play the Game; (vii) "Weekly Handle" means the amount wagered on the Game at the Premises in any week, determined in accordance with the Game Rules; (viii) "Game Rules" means the Big Red Keno Satellite Manual and other rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Lincoln and Lancaster County as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space shall be as indicated on Attachment A or as mutually agreed and shall in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent on the following basis (initial one): _____ (a) 5% of Weekly Handle; or MFL (b) 5.25% of the first \$10,000 of Weekly Handle, 2.5% of any amount over \$10,000 of Weekly Handle. You may change your rental basis selection once during the term of this Agreement, on 15 days' prior written notice to us. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$10,000 threshold to fit that period. We may offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed shall not be permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and phone lines (or other communications services designated by us); (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable insurance (including, at least, public liability insurance) naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem necessary (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, shall not be considered fixtures and shall be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you shall require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You shall redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you shall not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You shall require all wagers on the Game to be paid in cash (valid U.S. currency) at the time they are made. If you cash checks for customers, you shall do so separately and at your own risk and shall not accept checks in our name. All Game Funds are our sole and exclusive property. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, shall be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we are hereby authorized to transfer the balance

12. **Expanded Gambling.** If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. **Indemnity.** You agree to indemnify, defend and hold us, the Community, and our and their respective employees and agents, harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and damages arising out of or related to: (a) your breach of this Agreement; or (b) any third party claim based on your, your staff's, or your customers' acts or omissions; or (c) the conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the sole proximate cause of proven damages was our own negligence or willful misconduct.

14. **Your Right to Terminate or Discontinue.** You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing shall not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you will be subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. **Our Right to Terminate or Discontinue.** We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Weekly Handle on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

16. **Remedies.** If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Weekly Handle (averaged for the period beginning with commencement of the Game at the Premises and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We will not, however, be entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we shall be entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages occasioned thereby, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. **Miscellaneous.** This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) shall be interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement shall be unenforceable, the remaining provisions shall remain in effect. No waiver hereunder (whether by course of conduct or otherwise) shall be effective unless in writing and no waiver shall be considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) shall not be deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party shall have the power or authority to bind the other. Notices hereunder shall be given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name: <u>Kramer Bar + Grill</u> Premises Address: <u>11365 W. Kramer St.</u> <u>Kramer, Ne 68333</u> <small>(Premises legal description attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Michael J. Roth</u> Title: <u>Partner</u>
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State of Nebraska, Co. of <u>Lancaster</u> ss: This instrument was acknowledged before me on <u>4-9-13</u> by <u>Michael J. Roth</u> the <u>Partner</u> of <u>Kramer Bar + Grill</u> a <u>Nebraska Partnership</u> on behalf of the <u>Partnership</u>	Accepted: EHPV Lottery Services LLC By: <u>[Signature]</u> Officer of EHPV Lottery Services LLC Print Name: <u>Todd Ryan</u> Dated: <u>4-10-13</u>
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APPLICATION FOR KENO SATELLITE LOCATION

- CITY OF LINCOLN, NEBRASKA
 LANCASTER COUNTY, NEBRASKA

INSTRUCTIONS: This application must be typewritten and filed in triplicate with the City Clerk, City of Lincoln, 555 South 10th Street, Lincoln, Nebraska 68508. This application must include fingerprint cards, criminal histories, and Personal Oaths and Consents to Investigations for all owners/lessees, partners, corporate officers, corporate shareholders owning 10% or more of any class of stock of the applicant, and for any individual employed by the applicant as keno manager.

APPLICANT INFORMATION:

1. Full name: MICHAEL J. ROTH
(a) Sex: Male Female (b) Social Security Number: 508-06-2936
(c) Date of Birth: 5/2/1966 (d) Birthplace: HASTINGS, NE.
2. Street Address: 5954 W. GAGE RD.
City HALLAM County LANCASTER State NE. Zip Code 68368
3. Home Phone Number: 402-838-9061
4. Business Telephone Number: 402-826-5299
5. Driver's License Number: 602-05155
6. Spouse's Name: TAMMY L. ROTH
(a) Social Security Number: 508-07-1507
(b) Date of Birth: 8/10/1968 (c) Birthplace: LINCOLN

CO-APPLICANT INFORMATION:

1. Full name: Tammy L. Roth
(a) Sex: Male Female (b) Social Security Number: 508-06-1507
(c) Date of Birth: 08/10/68 (d) Birthplace: Lincoln, Ne.
2. Street Address: 5954 W. Gage Rd.
City Hallam County Lancaster State Ne. Zip Code 68368
3. ~~Home~~ ^{cell} Phone Number: 402-838-9154
4. Business Telephone Number: 402-826-5294
5. Driver's License Number: H12585873
6. Spouse's Name: Michael J. Roth
(a) Social Security Number: 508-06-2936
(b) Date of Birth: 05/02/64 (c) Birthplace: Hastings, Ne.

CO-APPLICANT INFORMATION:

1. Full name: _____
(a) Sex: Male Female (b) Social Security Number: _____
(c) Date of Birth: _____ (d) Birthplace: _____
2. Street Address: _____
City _____ County _____ State _____ Zip Code _____
3. Home Phone Number: _____
4. Business Telephone Number: _____
5. Driver's License Number: _____
6. Spouse's Name: _____
(a) Social Security Number: _____
(b) Date of Birth: _____ (c) Birthplace: _____

HAS THE APPLICANT OR CO-APPLICANT(S) EVER:

- | | YES | NO |
|---|-------|-------------|
| 7. Violated the provisions, requirements, conditions, limitations, or duties imposed by the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such Acts? | _____ | _____X_____ |
| 8. Knowingly caused, aided, abetted or conspired with another to cause any person to violate any of the provisions of such Acts or any rules or regulations adopted and promulgated pursuant to such Acts? | _____ | _____X_____ |
| 9. Obtained a license or permit pursuant to such Acts by fraud, misrepresentation or concealment? | _____ | _____X_____ |
| 10. Been convicted of, forfeited bond upon a charge of, or pleaded guilty to forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payments or reports to a governmental agency at any level, filing false reports with any such agency, to any similar offense or offenses of any crime, whether a felony or misdemeanor, involving any gambling activity or moral turpitude? | _____ | _____X_____ |
| 11. Failed to pay any taxes in addition to taxes, including penalties and interest, required by the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska Pickle Card Lottery Act, or any other taxes imposed pursuant to the Nebraska Revenue Act of 1967? | _____ | _____X_____ |
| 12. Failed to pay an administrative fine imposed pursuant to the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska Pickle Card Lottery Act, or any other taxes imposed pursuant to the Nebraska Revenue Act of 1967? | _____ | _____X_____ |

If the answer to any of the above questions is YES, please explain below.

PREMISES INFORMATION:

13. Trade Name: Kramer Bar
14. Street Address of Proposed Premises: 11365 Kramer Street
15. City: Crete County: Lancaster State: Ne. Zip Code: 68333
16. Are the proposed premises inside the corporate limits of the City? YES NO
17. Do you own the building and real estate for which approval as a satellite location is requested? YES NO

If owned, submit a copy of deed or sales contract demonstrating ownership.

18. If you lease the building or real estate, when does the lease expire? _____
Month Day Year
- If leased, submit a copy of the lease.

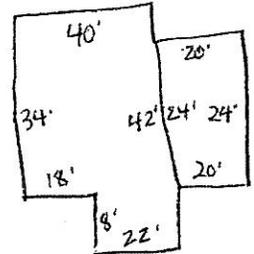
19. DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE USED AS KENO SATELLITE:

In the space provided, describe and diagram the structure to be used as a keno satellite location. If only a portion of the building is to be used, you should still include dimensions (length x width) of the entire building. No blue prints will be accepted. Be sure to indicate North and the number of stories in building.

EXAMPLE: 1810 West 10th St. -- East portion approx. 50' x 100' of main floor of 3 story building plus basement approx. 30' x 50' at east end.

11365 W. KRAMER ST.

- FRONT ROOM FROM NORTH WALL TO SO. WALL 41'
FRONT ROOM FROM EAST TO WEST 14'
BACK ROOM FROM NORTH WALL TO SO. 20'
BACK ROOM FROM EAST WALL TO WEST 22'
ONE LEVEL BUILDING



Irregular shaped building approx. 60' x 44' with beer garden on west side approx. 20' x 24'

20. LEGAL DESCRIPTION OF PROPOSED KENO SATELLITE PREMISES:

KRAMER BAR & GRILL
11365 W. KRAMER ST.
CRETE, NE. 68333

KRAMER, Block 10,
Lot 17-18

PREMISES COMPLIANCE WITH APPLICABLE CRITERIA:

21. Is the premises proposed to be used as a keno satellite location currently licensed to sell liquor on the premises?

YES NO

(a) If so, state the class of license held by the applicant. IB

22. Does the proposed premises have sufficient capacity to accommodate persons who may wish to come to the location to observe or play keno, or to engage in all other activities conducted on the premises?

YES NO

(a) State the rated capacity of the premises. _____

23. Do the proposed premises have sufficient facilities to permit the sale of keno tickets?

YES NO

24. Will the proposed premises be able to provide a board or other monitor, clearly visible to the players, on which the winning numbers are displayed, to the extent possible, simultaneously with their display at the main location serving the satellite location? YES NO

(Show location of board on diagram in question 19 of this application).

25. State the type of security that the applicant intends to provide for the keno lottery operations and associated activities. keno safe

26. Are the premises in compliance with all applicable state and local building codes and, in particular, the Uniform Fire Code, the State Life Safety Code, and the Americans With Disabilities Act of 1990?

YES NO

27. Are the premises free from tax delinquencies, tax liens (except real estate taxes liens for taxes not yet due and payable), or other tax compliance deficiencies, whether federal, state, or local, against both the business property or the business? YES NO

28. In what zoning district is the proposed satellite location located? B - Business District
LANCASTER CO.

(a) Does this zoning district authorize restaurant uses as a permitted use? YES NO

29. Will the applicant provide parking in the ratio of one space for every two seats, plus parking for affiliated uses and employees? YES NO

Please note that all required parking must be provided on the premises or within 300 feet thereof. Handicap parking, which need not be in addition to the otherwise required parking, shall be provided and designated as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 2101 et seq.) and applicable state and local laws. (Show parking on diagram in question 19 of this application).

30. The operation of a keno satellite location must not create any undue impact on the surrounding neighborhood due to noise, congestion, or other circumstances. Describe the nature of the neighborhood immediately surrounding the proposed satellite location.

TOWN OF 35 PEOPLE - ONLY 3
HOUSES ON THE STREET OF BAR LOCATION

31. Does the applicant or a co-applicant intend to manage the keno satellite location? YES NO

If not, state the name of the proposed manager and provide two sets of fingerprints and a criminal history similar to questions 7 through 12 above for such manager.

ALL APPLICANTS RECOGNIZE THAT APPROVAL OF KENO SATELLITE LOCATIONS IS WITHIN THE DISCRETION OF THE CITY COUNCIL (INSIDE CORPORATE LIMITS) OR THE COUNTY BOARD (IN LANCASTER COUNTY, BUT OUTSIDE CORPORATE LIMITS OF LINCOLN) AND THAT ALL INFORMATION INCLUDED WITHIN THIS APPLICATION AND ALL INFORMATION RECEIVED FROM A CRIMINAL HISTORY CHECK BY THE LINCOLN POLICE DEPARTMENT SHALL BECOME PUBLIC. No Application shall be approved except through an approving resolution of the City Council or County Board, as appropriate. Any satellite location must offer keno play within six months of City Council or County Board approval, unless such time limit is specifically extended by action of the City Council or County Board; otherwise, any rights or privileges granted by approval of this application shall ipso facto terminate.

PERSONAL OATH AND CONSENT TO INVESTIGATION

Must be signed in the presence of a notary public. Must be signed by the applicant and, if appropriate, the proposed manager. Full names only, initials not acceptable.

STATE OF NEBRASKA)
COUNTY OF Lancaster) ss.

The undersigned, being first duly sworn upon oath, depose(s) and state(s) that the undersigned is/are the applicant(s) and/or spouse(s) of applicant(s) who make(s) the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true.

The undersigned applicant(s) hereby consent(s) to an investigation of his/their 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(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the City of Lincoln, Nebraska, the County of Lancaster, and any other individual disclosing or releasing said information to said entities.

Michael J. Roth

Michael J. Roth

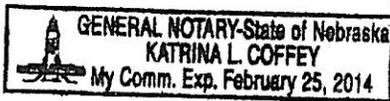
Tammy Roth

Tammy Roth

Subscribed in my presence and sworn to before me this 9 day of April, ~~20~~ 2013

(Seal)

Katrina L. Coffey
Notary Public Signature and Seal



PERSONAL OATH AND CONSENT TO INVESTIGATION

Must be signed in the presence of a notary public. Must be signed by the applicant and, if appropriate, the proposed manager. Full names only, initials not acceptable.

STATE OF NEBRASKA)
COUNTY OF Lancaster) ss.

The undersigned, being first duly sworn upon oath, depose(s) and state(s) that the undersigned is/are the applicant(s) and/or spouse(s) of applicant(s) who make(s) the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true.

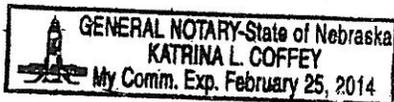
The undersigned applicant(s) hereby consent(s) to an investigation of his/their background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the City of Lincoln, Nebraska, the County of Lancaster, and any other individual disclosing or releasing said information to said entities.

Michael J. Roth _____
Tammy Roth _____

Michael J. Roth _____
Tammy Roth _____

Subscribed in my presence and sworn to before me this 9 day of April, 2013

(Seal)



Katrina L. Coffey
Notary Public Signature and Seal

**CITY OF LINCOLN
Personal History Record**

for Keno Sales Outlet Operators and Main Site Managers

Date 4/16/13

Type or handprint an answer to every question. If a question does not apply to you, indicate N/A. If there is not sufficient space, use a separate sheet of paper labeled with the appropriate title of the section. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification.

1 PERSONAL INFORMATION:

Last Name <u>Roth</u>		First Name <u>Michael</u>		Middle Name <u>JOHN</u>	
Alias(es), Nicknames, Maiden Name, Other Name Changes, Legal or Otherwise					
Present Residence Address—Street or RFD <u>5954 W. GAGE RD.</u>			Since (Date) <u>6/20/2012</u>	City—Post Office <u>HALLAM</u>	State/Zip Code <u>NE. 68368</u>
Present Business Address <u>11365 W. KRAMER ST.</u>			Since (Date) <u>10/20/2010</u>	City—Post Office <u>CRETE</u>	State/Zip Code <u>NE. 68333</u>
Occupation <u>OWNER</u>			Phone: Residence (402) <u>838-9061</u> Work (402) <u>826-5294</u>		
Age <u>46</u>	Social Security Number <u>508 06 2936</u>	Sex <u>M</u>	Date of Birth <u>5/2/1966</u>	Place of Birth (City, County, State) <u>HASTINGS, NE. ADAMS</u>	
Color of Eyes <u>BLUE</u>	Color of Hair <u>BLND</u>	Complexion <u>WHITE</u>	Weight <u>210</u>	Build	Height <u>6'11"</u>
Scars, tattoos or distinguishing marks and/or characteristics					

Are you a citizen of the United States? YES NO If alien, registration no. _____
If naturalized, certificate no. _____ Date _____ Place _____

2 MARITAL INFORMATION:

Single Married Separated Divorced Widowed

Current Marriage (Date) <u>3/10/90</u>	(City) <u>LINCOLN</u>	(County) <u>LANCASTER</u>	(State) <u>NE.</u>
Spouse's Full Name (Maiden) <u>TAMMY LYNN ROTH</u>	Social Security Number <u>508 06 1507</u>	Date of Birth <u>8/10/68</u>	Place of Birth (City, County, State) <u>LINCOLN LANCASTER NE.</u>
Spouse's Residence Address (Street) <u>5954 W. GAGE RD</u>	(City) <u>HALLAM</u>	(State) <u>NE.</u>	(Zip Code) <u>68368</u>
Spouse's Employer <u>OWNER KRAMER BAR</u>	Occupation	Telephone Residence (402) <u>838-9154</u> Business (402) <u>826-5294</u>	
Address of Employer (Street) <u>11365 W. KRAMER ST.</u>	(City) <u>CRETE</u>	(State) <u>NE.</u>	(Zip Code) <u>68333</u>

PREVIOUS MARRIAGES (If ever legally separated, divorced, or annulled, indicate below)

Current Name of Previous Spouse	City, County, and State of Order or Decree

LIST THE NAME AND CURRENT ADDRESS OF YOUR MOST RECENT PREVIOUS SPOUSE

Current Name of Previous Spouse	Street, City, State, Zip Code	Telephone

3 FAMILY INFORMATION:

a. Children & Dependents: List all children, including step-children and adopted children and give the following information

Full Name	Age	Street, City, State, Zip Code
<u>CAMERON MICHAEL ROTH</u>	<u>22</u>	<u>5954 W. GAGE RD. HALLAM, NE. 68368</u>
<u>ZACHARY SCOTT ROTH</u>	<u>20</u>	<u>" "</u>
<u>SAMUO REI ROTH</u>	<u>16</u>	<u>" "</u>

b. Parents: List names, residence address, and most recent occupation of parents, or legal guardians. If retired or deceased, list last address and occupation.

Full Name (Maiden)	Address	Occupation
Father: <u>DEWAYNE LEE ROTH</u>	<u>830 STARVIEW LN. LINCOLN,</u>	<u>RETIRED</u>
Mother: <u>LINDA LOU KENNEDY</u>	<u>" "</u>	<u>DECEASED</u>

c. Brothers and Sisters: List names, residence addresses, and most recent occupations of brothers and sisters.

Full Name (Maiden)	Address	Occupation
<u>SNAP LEE ROTH</u>	<u>830 STARVIEW LN. LINCOLN</u>	

4 MILITARY INFORMATION:

Have you ever served in any armed forces? YES NO

Branch	Date of Entry (Active Service)	Date of Separation	Type of Discharge

Rating at Separation _____ Serial Number _____

While in the military service were you ever arrested for an offense which resulted in summary action, a trial, or special or general court martial? YES NO
If, Yes, furnish details on separate sheet.

5 ARREST, DETENTIONS, AND LITIGATIONS: (Include those arrests in which you were not convicted.)

- a. Have you ever been arrested, detained, charged, indicted, or summoned to answer for any criminal offense or violation for any reason whatsoever, regardless of the disposition of the event? (Except MINOR traffic citations) YES NO
If Yes, give details in space provided below. List all cases without exception.

Date of Arrest	Age	Charge	Location—City and State	Disposition	Arresting Agency

- b. Has a criminal indictment, information, or complaint ever been returned against you, but for which you were not arrested or in which you were named as an unindicted co-party? YES NO If Yes, furnish details on separate sheet.
- c. Have you ever been subpoenaed to appear or testify before a federal, state, or county grand jury, board or commission? YES NO
- d. Have you ever had a civil or criminal record expunged or sealed by a court order? YES NO
If Yes, when? _____ City, County, State _____
- e. Have you ever received a pardon for any criminal offense? YES NO
If Yes, when? _____ City, County, State _____
- If your answer to any of the above questions (a through e) is Yes, furnish details on separate sheet.
- f. Has any member of your immediate family or of your spouse's immediate family ever been convicted of a felony? YES NO
If Yes, complete the following:

Full Name	Relationship	Charge	Location—City and State	Date

- g. Have you as an individual, member of a partnership, or owner, director, or officer of a corporation, ever been a party to a lawsuit as either a plaintiff or defendant? (Other than divorces) YES NO
If Yes, give details below. List all cases without exception, including bankruptcies:

Plaintiff/Defendant	Court and Case Number	City, County, and State	Disposition

6 RESIDENCES: List all residences you have had for the last 10 years:

Month and Year (From-To)	Street and Number	City	State or County
6/2012 - PRESENT	5954 W. GAGE RD.	HALLAM	NE. LANCASTER
10/1994 - 6/19/2012	1901 L ST.	TEKAMAH	NE. BUTT

7 EMPLOYMENT:

Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the last 10 years. Also, list all corporations, partnerships, or any other business ventures with which you have been associated as an officer, director, stockholder, or related capacity.

Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
10/20/2010 - PRESENT	11365 W. KRAMER ST. CRETE, NE. 68333 KRAMER BAR	
2/18/99 - 9/30/2010	WOODHOUSE FORD P.O. BOX 206 BLAIR, NE. 68529	

- 8 Do you currently hold or have you previously held any other licenses under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? YES NO
If Yes, indicate the type of licenses and their current status (active, suspended, cancelled, revoked, or expired):
PICKLE CARD - ACTIVE
- 9 Do you have a financial interest, directly or indirectly, in another company licensed as a manufacturer or distributor of bingo equipment and supplies or pickle card units and punchboards in Nebraska or another company licensed as a manufacturer-distributor of lottery equipment and supplies? YES NO
If Yes, attached a detailed explanation of such interests.
- 10 Have you ever held a gaming or liquor license in any other state? YES NO
If Yes, indicate where, the type of licenses and their current status (active, suspended, cancelled, revoked, expired) _____
- 11 Have you ever been refused a gaming license or been involved with a group which has been denied a gaming license? YES NO
If Yes, state the circumstances involved including where, when and for what reason: _____

Under penalties of perjury, I declare that I have examined the information contained in this Personal History Record and the statements contained herein are true and correct and contain a full and true account of the information requested. I executed this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of my application or revocation of any authorization based hereon.

I hereby expressly waive, release, and forever discharge the City of Lincoln/Lancaster County, Nebraska and their agents from any and all manner of action and causes of action whatsoever which I, my administrator or executors can, shall, or may have against their agents, as a result of this application.

sign here


Signature of Applicant or Person Authorized by Attached Power of Attorney

4/16/13
Date

CITY OF LINCOLN
Personal History Record

for Keno Sales Outlet Operators and Main Site Managers

Date 4-9-13

Type or handprint an answer to every question. If a question does not apply to you, indicate N/A. If there is not sufficient space, use a separate sheet of paper labeled with the appropriate title of the section. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification.

1 PERSONAL INFORMATION:

Last Name <u>Roth</u>		First Name <u>Tammy</u>		Middle Name <u>Lynn</u>	
Alias(es), Nicknames, Maiden Name, Other Name Changes, Legal or Otherwise <u>Tucker</u>					
Present Residence Address—Street or RFD <u>5954 W. Gage Rd.</u>		Since (Date) <u>6/30/2012</u>	City—Post Office <u>Hallam</u>	State/Zip Code <u>Ne. 68368</u>	
Present Business Address <u>11365 Kramer</u>		Since (Date) <u>10/10/10</u>	City—Post Office <u>Crete</u>	State/Zip Code <u>Ne. 68333</u>	
Occupation <u>Bar Owner</u>		Phone: Residence <u>(402) 826-5294</u> Cell <u>402 838-9154</u>			
Age <u>44</u>	Social Security Number <u>5081061501</u>	Sex <u>F</u>	Date of Birth <u>8-10-68</u>	Place of Birth (City, County, State) <u>Lincoln Lancaster Ne.</u>	
Color of Eyes <u>Blue</u>	Color of Hair <u>Brown</u>	Complexion <u>White</u>	Weight <u>170</u>	Build	Height <u>5'7"</u>
Scars, tattoos or distinguishing marks and/or characteristics <u>None</u>					

Are you a citizen of the United States? YES NO If alien, registration no. _____
 If naturalized, certificate no. _____ Date _____ Place _____

2 MARITAL INFORMATION:

Single Married Separated Divorced Widowed

Current Marriage (Date)
March 17th 1990 (City)
Lincoln (County)
Lancaster (State)
Ne.

Spouse's Full Name (Maiden)
Michael John Roth Social Security Number
50810612936 Date of Birth
05-02-66 Place of Birth (City, County, State)
Hastings Adams Ne.

Spouse's Residence Address (Street)
5954 W. Gage Rd (City)
Hallam (State)
Ne. (Zip Code)
68368

Spouse's Employer
Kramer Bar Occupation
Bar Owner Telephone
Residence Cell (402) 838-9061 Business (402) 826-5294

Address of Employer (Street)
11365 Kramer (City)
Crete (State)
Ne. (Zip Code)
68333

PREVIOUS MARRIAGES (If ever legally separated, divorced, or annulled, indicate below)

Current Name of Previous Spouse	City, County, and State of Order or Decree
<u>N/A</u>	

LIST THE NAME AND CURRENT ADDRESS OF YOUR MOST RECENT PREVIOUS SPOUSE

Current Name of Previous Spouse	Street, City, State, Zip Code	Telephone
<u>N/A</u>		

3 FAMILY INFORMATION:

a. Children & Dependents: List all children, including step-children and adopted children and give the following information

Full Name	Age	Street, City, State, Zip Code
<u>Cameron Roth</u>	<u>22</u>	<u>5954 W. Gage Rd Hallam Ne. 68368</u>
<u>Zachary Roth</u>	<u>20</u>	<u>" W. Gage Rd " " "</u>
<u>Samino Roth</u>	<u>16</u>	<u>" W. Gage Rd. " " "</u>

b. Parents: List names, residence address, and most recent occupation of parents, or legal guardians. If retired or deceased, list last address and occupation.

Full Name (Maiden)	Address	Occupation
Father <u>Orin W. Tucker</u>	<u>deceased</u>	
Mother <u>Beverly A. Talley Tucker</u>	<u>602 S. East Walker Ne. 68403</u>	<u>Accountant Crete Center</u>

c. Brothers and Sisters: List names, residence addresses, and most recent occupations of brothers and sisters.

Full Name (Maiden)	Address	Occupation
<u>Jeff Tucker</u>	<u>Crete Manor</u>	<u>Handicap</u>
<u>Curtis Tucker</u>	<u>N/A</u>	<u>N/A</u>

4 MILITARY INFORMATION:

Have you ever served in any armed forces? YES NO

Branch	Date of Entry (Active Service)	Date of Separation	Type of Discharge
Rating at Separation	Serial Number	While in the military service were you ever arrested for an offense which resulted in summary action, a trial, or special or general court martial? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, furnish details on separate sheet.	



NEBRASKA SCHEDULE II - County/City Lottery Sales Outlet Location Application

FORM 50G

- No license fee required
Incomplete schedules will be returned
Read instructions on reverse side

PLEASE DO NOT WRITE IN THIS SPACE

1 Nebraska I.D. Number of County, City, or Village: 778591-335371
2 County, City, or Village Name as shown on Form 50G: City of Lincoln - Lancaster County

SALES OUTLET LOCATION INFORMATION (Attach additional sheet if necessary)

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

3 Nebraska Identification Number: 001-010854363
4 Federal I.D. or Social Security Number: 27-4020978
5 Type of Application: [X] New [] Renewal [] Report Changes [] Cancel

BUSINESS NAME AND LOCATION ADDRESS / BUSINESS NAME AND MAILING ADDRESS
Name: Kramer Bar & Grill
Business Name: Same
Street Address: 11365 W. Kramer St.
City: Kramer NE 68333 Lancaster

6 Type of Ownership: [X] Partnership
7 Location Type: [X] Keno Satellite

8 List the social security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

Table with 4 columns: Social Security Number, Name, Address, City, State, Zip Code, Date of Birth, Type of Involvement and Percentage of Ownership. Includes entries for Michael J. Roth and Tammy L. Roth.

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? [X] NO

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a government agency at any level? [X] NO
10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within ten years preceding the date of this application? [X] NO
11 Has each of the individuals listed in line 8 above filed fingerprint cards and proper fees for criminal background investigation with the Nebraska State Patrol, or when applicable, attached a signed affidavit for each spouse waiver? [X] YES

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act? [X] NO
13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application? [X] NO

14 Do any of the individuals listed in line 8 above currently hold or have any of the individuals previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? [X] YES

sign here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney: Michael J. Roth
Title: Partner
Date: 4/9/13
Daytime Telephone Number: (402) 826-5294

sign here

AUTHORIZATION - Signature of Governing Official
Attach documentation indicating approval of location by governing board of the county, city or village and a copy of the site agreement.
I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.