

RECEIVED

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.nebraska.gov

SEP 15 2017		RECEIVED	
LANCASTER COUNTY CLERK		SEP 7 2017	
NEBRASKA LIQUOR CONTROL COMMISSION			
Hot List: YES/NO		New/Replacing # 79290	
Class Type C		License Number	Initial BH

122099

Applicant name Amy A. Wieseler Numark Golf LLC

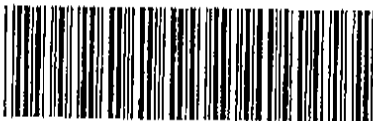
Trade name Numark Golf Course

Previous trade name Himark Golf Course

Contact email address aawieseler@gmail.com

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

\*TOP - ASAD

Office use only	PAYMENT TYPE <u>Pay Port</u>	
	AMOUNT: <u>\$400</u>	
Received: <u>JM</u>		1700011658

DEVELOPER

1.  Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidclines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2.  Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
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 (LLC) 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 or purchase agreement in the name of the applicant.
6.  If buying the business of a current liquor license holder;
  - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
  - 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 requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8.  Enclose a list of any inventory or property owned by other parties that are on the premises.
9.  For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See guideline for further assistance
10.  Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11.  Submit a copy of your business plan.

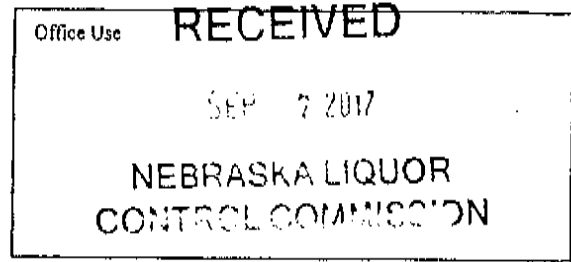
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Amy Wuseles  
 Signature

9/15/17  
 Date

**APPLICATION FOR TEMPORARY OPERATING PERMIT (TOP)**

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



- Application for a temporary operation permit (TOP) must be included with the application for liquor license. TOP will not be considered without the completed application for a liquor license.
- Enclose documentation showing sale of business; document may be in the form of a purchase agreement/contract, management agreement or promissory note. Sale of business document must include the following: name of business being sold, purchase date or closing date within 2-3 weeks of requesting TOP and must be signed by the seller and buyer.
- TOP's are valid for 90 days from date of issuance and cannot be extended past the expiration date (no exceptions).
- Seller's liquor license will terminate upon issuance of the TOP.
- If the seller's liquor license is up for renewal during the TOP it will not be necessary for the seller to renew.

NAME OF CURRENT LICENSEE (SELLER):

SELLER'S LICENSE #:

HIMARK GOLF ~~MIDCOURSE~~ COURSE LLC

079290

On (date) \_\_\_\_\_ seller and buyer entered into a contract for sale of the

business known as (TRADE NAME):

HIMARK GOLF COURSE

Buyer seeks to obtain a temporary operating permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee; subject to approval by the Nebraska Liquor Control Commission (NLCC) for a period not to exceed 90 days (no exceptions).

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesalers under section §53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.



1700011659

Amy Wieseler

Signature of **SELLER**

Amy Wieseler

Owner/Manager HiMark  
Print Name GOLF COURSE LLC

Amy Wieseler

Signature of **BUYER**

Amy Wieseler

member - HiMark Golf  
Print Name

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me  
this September 5, 2017 (date)

by Amy Wieseler  
Name of person acknowledged  
(Individual signing document)

[Signature]  
Notary Public signature

State of Nebraska - General Notary  
BRENDA D BLACK  
My Commission Expires  
June 5, 2020

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me  
this September 5, 2017 (date)

by Amy Wieseler  
Name of person acknowledged  
(Individual signing document)

[Signature]  
Notary Public signature

State of Nebraska - General Notary  
BRENDA D BLACK  
My Commission Expires  
June 5, 2020

ADMINISTRATIVE REVIEW - Office use only		
Date: <u>9-12-17</u>	Rep: <u>BH</u>	Application Number: <u>122099</u>
<input checked="" type="checkbox"/> Approved <u>Jackie</u>	<input type="checkbox"/> Denied _____	
Reason for Denial:		
_____		
_____		

# Temporary Operating Permit

Nebraska Liquor Control Commission

## 17 – 099 Class C

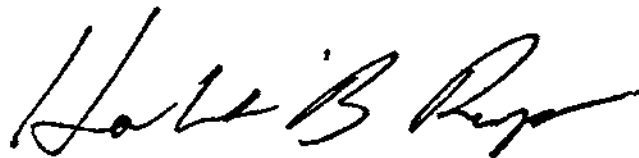
Issued: 9/15/2017 – Expires: 12/16/2017

Numark Golf LLC

DBA: Numark Golf Course

8901 Augusta Drive, Lincoln, NE 68526 Lancaster County

Description: Entire 27 hole golf course



Robert B Rupe - Executive Director  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 5<sup>th</sup> Floor  
Lincoln, NE 68509  
(402) 471 – 2571



\* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED\*



# PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

**Nebraska Liquor Control Commission**

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackle.matulka@nebraska.gov

OTC Local Ref ID: 18775818

9/5/2017 05:57 PM

Status: **APPROVED**  
Customer Name: NuMark Golf, LLC  
Account Number: \*\*\*\*\*1484  
Routing Number: 104113819  
**nebraska total amount charged** USD\$801.75

Items	Location	Quantity	TPE Order ID	Total Amount
Retail Liquor License		1	25485720	\$400.00

Applicant Name: **NuMark Golf, LLC - Amy Wieseler**

Trade Name: **NuMark Golf Course**

Premises Address: **8901 Augusta Drive**

Premises City: **Lincoln**

Retail Liquor License		1	25485720	\$400.00
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Applicant Name: **NuMark Golf, LLC - Amy Wieseler**

Trade Name: **NuMark Golf Course**

Premises Address: **8901 Augusta Drive**

Premises City: **Lincoln**

Total remitted to the Nebraska Liquor Control Commission \$800.00

I authorize "" to electronically debit my account.

Customer Copy

**PREMISES INFORMATION**

Trade Name (doing business as) Numark Golf Course

Street Address #1 8901 Augusta Drive

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster Zip Code 68526

Premises Telephone number 402 488 7888

Business e-mail address kbauer32@gmail.com

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

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

Name Numark Golf Course

Street Address #1 8901 Augusta Drive

Street Address #2 \_\_\_\_\_

City Lincoln State NE Zip Code 68526

**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 premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there a basement? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

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

See attached



↑ North



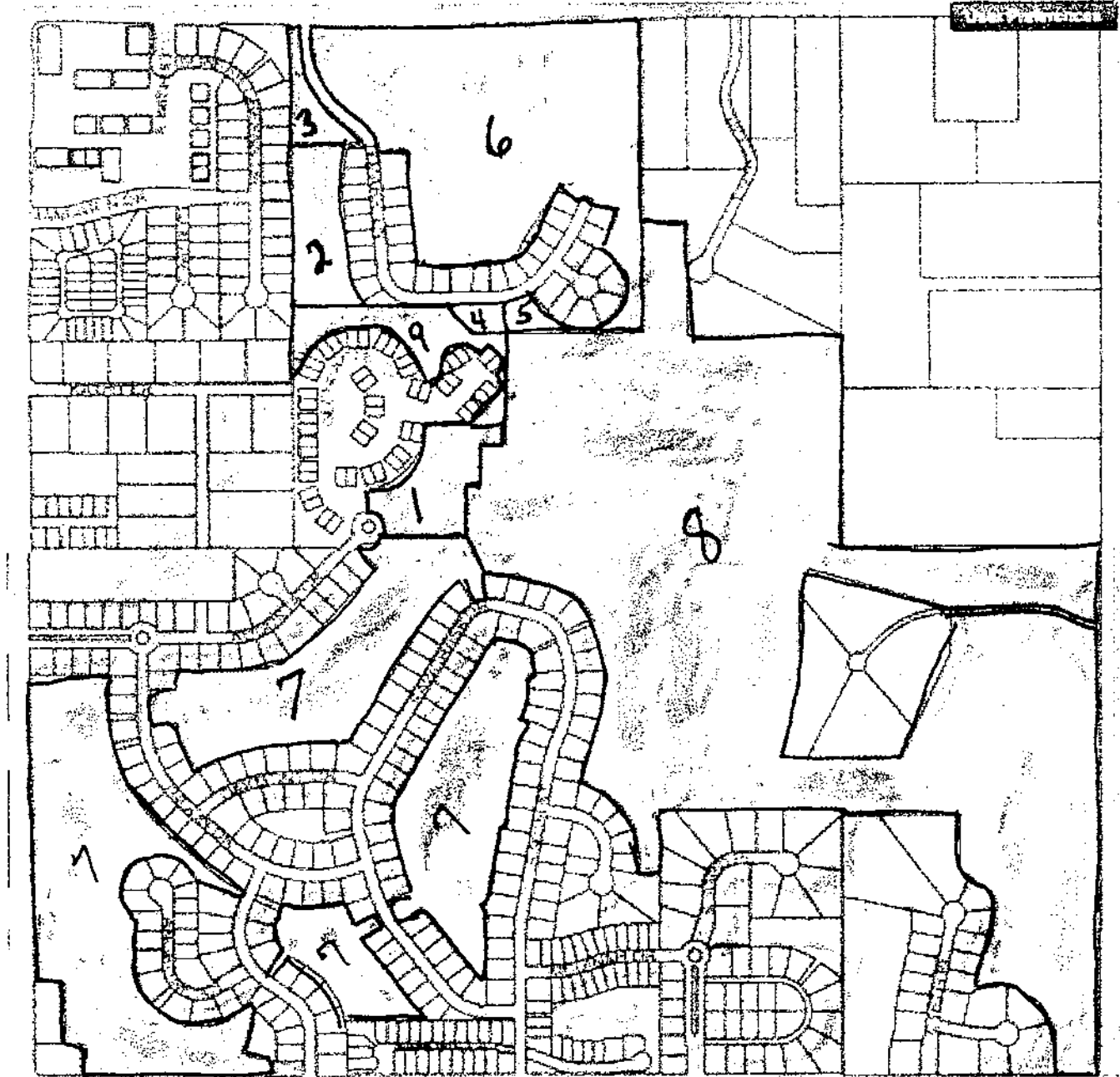
Entire 27 Hole Golf Course, approximately 232.86 acres, which is located between S. 84<sup>th</sup> Street and S. 98<sup>th</sup> Streets and Pioneer Blvd. and Old Cheney of which approximately 121.21 acres is located outside of the city limits as outlined on the diagram

County

↑ North

# NuMark Golf Course

*All connected by cart paths*



		Acres
1	<b>Lease between NuMark Golf, L.L.C. and Amy Wieseler</b> Property ID: Himark Estates 10th Addition, Block 1, Lot 13, Lancaster County, Nebraska 16-11-118-013-000	4.97
2	<b>NuMark Golf, LLC - Owner</b> Property ID: Himark Estates 19th Addition, Outlot A, Pt Lying In Td 0224, Lincoln, Lancaster County, 16-11-122-010-000 Nebraska	5.14
3	Property ID: Himark Estates 19th Addition, Outlot A, Pt Lying In Td 0228, Lincoln, Lancaster County, 16-11-122-011-000 Nebraska	1.75
4	Property ID: Himark Estates 20th Addition, Pt Outlot B Lying In TD 0224, Lincoln, Lancaster County, 16-11-125-010-000 Nebraska	.75
5	Property ID: Himark Estates 20th Addition, Pt Outlot B Lying In TD 0035, Lincoln, Lancaster County, 16-11-125-011-000 Nebraska	.86
6	Property ID: Himark Estates 20th Addition, Pt Outlot C Lying In TD 0035, Lincoln, Lancaster County, 16-11-125-013-000 Nebraska	33.09
7	Property ID: Himark Estates 16th Addition, Outlot A & Himark Estates 11th Addition, Outlot B & 16-11-330-004-000 Himark Estates 3rd Addition, Outlot C & Himark Estates 1st Addition, Outlot C, Lincoln, Lancaster County, Nebraska	60.73
8	Property ID: Irongate Estates 3rd Addition, Remaining Port Outlot A, That Part Lying Outside City 16-11-408-009-000 Limits, Lincoln, Lancaster County, Nebraska	121.21
9	Property ID: Irongate Estates 3rd Addition, Remaining Port Outlot A That Part Lying Inside City Limits, 16-11-408-008-000 Lincoln, Lancaster County, Nebraska	4.36
	Total Acres	232.86

**APPLICANT INFORMATION**

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

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

YES  NO

If yes, please explain below or attach a separate page

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

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

YES  NO

079290 # 600699

If yes, give name of business and liquor license number HIMARK GOLF COURSE

- 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

079290 # 600699

If yes, give name and license number HIMARK GOLF COURSE

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

YES  NO

- If yes:
- a) Attach temporary operating permit (TOP) (Form 125)
  - b) TOP will only be accepted at a location that currently holds a valid liquor license.

**Attachment to NuMark Golf, LLC Application for Liquor License**

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Andy Bauer	3/23/1998	Lincoln, Nebraska	Speeding	Guilty Plea by Waiver
Andy Bauer	11/18/1996	Lincoln, Nebraska	Speeding Violate Stop/Yield sign Fail to use seat belt	Guilty Plea by Waiver
Cody Wieseler	5/30/2001	Cedar County, Nebraska	Speeding	Dismissed
Leslie Wieseler	4/20/2017	Lincoln, Nebraska	Violate School Speed Zone	Guilty Plea by Waiver

Case Summaries Attached.

Nebraska Judicial Branch

Case Summary

In the County Court of Lancaster County  
 The Case To is PK 98 0005376  
 Citation No.: SA 0460364  
 STATE V. Andy D Bauer  
 Classification: Statute  
 Filed on 03/20/1998 by the County Prosecutor  
 This case is Closed as of 03/13/1998  
 It Was Disposed as GUILTY Plea by Waiver  
 Original appearance date 03/25/1998 at 10:30  
 Abstract of Judgment sent to Department of Motor Vehicles

Parties/Attorneys to the Case

Party Attorney  
 Plaintiff ACTIVE  
 State of Nebraska  
 Defendant ACTIVE  
 Andy D Bauer  
 1440 Plunridge Rd  
 Lincoln NE 68527  
 Date of Birth is 04/06/1978 Drivers License is NE M1227360

Offense Information

Count Charge Offense Class  
 01 Speeding 16-20 MPH County/State ; Infraction  
 Offense date is 02/21/1998  
 Plea is Guilty/Admit  
 Finding is Guilty  
 Sentence includes:  
 State Fine of \$125.00

Arresting Officers

Agency Officer  
 Lancaster County Sheriff Steven Phillip

Court Costs Information

Incurred by	Account	Date	Amount
Defendant	Filing Fees	03/20/1998	\$18.00
Defendant	J.R.F.	03/20/1998	\$1.00
Defendant	L.E.I.F.	03/20/1998	\$2.00
Defendant	Legal Aid/Services Fund	03/20/1998	\$2.00

Financial Activity

No trust money is held by the court  
 No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
154836	check	03/24/1998	Bauer, Andy, D	\$148.00
			Filing Fees	\$18.00
			J.R.F.	\$1.00
			L.E.I.F.	\$2.00
			Legal Aid/Services Fund	\$2.00
			State Fines	\$125.00

Register of Actions

03/24/1998 Appearance Date  
 03/23/1998 Abstract Sent to DMV  
 03/20/1998 Citation  
 This action initiated by party State of Nebraska

Nebraska Judicial Branch

Case Summary

In the County Court of Lancaster County  
 The Case No. is LA 98 0019775  
 Citation No. is SA 040923  
 State v. Andy D Bauer  
 Classification: Statute  
 Filed on 09/19/1996 by the County Prosecutor  
 This case is closed as of 11/18/1996  
 It was disposed as Guilty/Plea by waiver  
 Original appearance date 09/25/1996 at 10:30  
 Abstract of Judgment sent to Department of Motor Vehicles

Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE	
State of Nebraska	
Defendant ACTIVE	
Andy D Bauer	
1440 Plumridge rd	
Lincoln NE 68527	
Date of Birth is 04/08/1979	Drivers License is NE H1227380

Offense Information

Count	Charge	Offense Class
01	Speeding 16-30 MPH County/State Offense Date is 09/02/1996 Plea is Guilty/Admit Finding is Guilty Sentence includes: State Fine of	; Infraction
02	violate stop or yield sign Offense Date is 09/02/1996 Plea is Guilty/Admit Finding is Guilty Sentence includes: State Fine of	; Infraction
03	Fail to use seat belt Offense Date is 09/02/1996 Plea is Guilty/Admit Finding is Guilty Sentence includes: State Fine of	; Infraction
		\$125.00
		\$15.00
		\$25.00

Arresting Officers

Agency	Officer
Lancaster County Sheriff	Steven Phillip

Court Costs Information

Incurred by	Account	Date	Amount
Defendant	Filing Fees	09/19/1996	\$18.00
Defendant	J.R.F.	09/19/1996	\$1.00
Defendant	L.E.I.F.	09/19/1996	\$2.00
Defendant	Automation Fee	09/19/1996	\$3.00

Financial Activity

No trust money is held by the court  
 No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
89658	Check	11/18/1996	Bauer, Andy, D	\$189.00
			Filing Fees	\$18.00
			J.R.F.	\$1.00
			L.E.I.F.	\$2.00
			Automation Fee	\$3.00
			State Fines	\$125.00
			State Fines	\$15.00
			State Fines	\$25.00

Register of Actions

11/18/1996 Abstract sent to DMV  
 The document number is 00000001

09/25/1996 Appearance Date

09/23/1996 Notice Issued on Andy D Bauer  
 The document number is 00075628  
 document Number 75628

09/19/1996 Citation  
 This action initiated by party State of Nebraska

**Cody Wieseler**

**Case Summary**

In the County Court of Cedar County  
The Case ID is TR 01 0000458  
Citation No.: PA 4322360 *in county*  
State v. Cody F Wieseler

Classification: Statute  
Filed on 04/30/2001 by the County Prosecutor  
This case is Closed as of 05/30/2001  
It was disposed as Dismissed by Prosecutor/party  
Original appearance date 05/30/2001 at 13:00

**Offense Information**

Count	Charge	Offense Class
01	Speeding 21+ MPH County/State Offense Date is 04/12/2001	; Infraction

**Leslie Wieseler**

**Case Summary**

In the County Court of Lancaster County  
The Case ID is TR 17 0006263  
Citation No.: LB 0550739  
State v. Leslie R Wieseler

Classification: Ordinance  
Filed on 04/20/2017 by City Prosecutor of Lincoln  
This case is Closed as of 04/20/2017  
It was disposed as Guilty Plea by Waiver  
Original appearance date 05/04/2017 at 10:30  
Abstract of Judgment sent to Department of Motor Vehicles

**Offense Information**

Count	Charge	Offense Class
01	VIOLATE SCHOOL SPEED ZONE 11-15 MPH OVER Offense Date is 04/03/2017 Plea is Guilty/Admit Finding is Guilty Sentence includes: City Fine of	; Infraction       \$150.00



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) Amy Wieseler

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

YES  NO

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

**No silent partners**

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

YES  NO

If yes, list such item(s) and the owner. All items - Building & Contents  
HiMark Golf Course, LLC

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

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

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.

~~Security First~~

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.

Security First (all members of LLC)

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.

HiMark Golf Course 079290 # 60699  
Yankee Hill Country Club 086910 # 086909

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

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Amy Wieseler	9-9-2016	City Alcohol Manager Permit
Kinsey Bauer	9-13-2016	RBST
Andrew Bauer	3-29-2017	RBST

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Amy Wieseler	2003	Himark Golf Course / owner - Operator
Kinsey Bayer	2002	Himark Golf Course / GM - Server
Andrew Bauer	2003	Himark Golf Course / Proshop Manager Bartender

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 see attached Leases - various dates -
- Deed
- Purchase Agreement

14. When do you intend to open for business? Operating at current time as Himark Golf Course

15. What will be the main nature of business? Golf Course, restaurant/lounge/banquet hall

16. What are the anticipated hours of operation? 6am - 1:00am + seasonal

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
<u>Lincoln, NE</u>	<u>1997</u>	<u>2017</u>	<u>Lincoln, NE</u>	<u>1993</u>	<u>2017</u>

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.

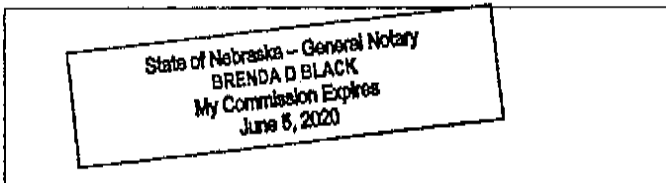
*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

<u>Amy Wieseler</u> Signature of Applicant	_____ Signature of Spouse
<u>Amy Wieseler</u> Print Name	_____ Print Name
_____ Signature of Applicant	_____ Signature of Spouse
_____ Print Name	_____ Print Name

ACKNOWLEDGEMENT

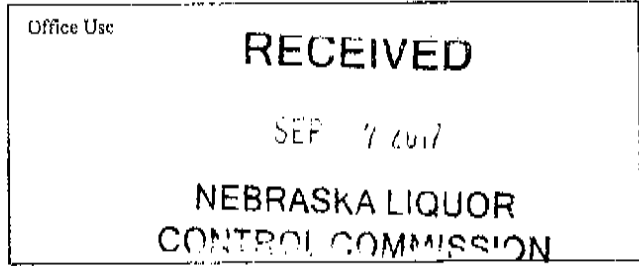
State of Nebraska  
 County of Concepcion The foregoing instrument was acknowledged before me this  
September 5 2017 by Amy Wieseler  
date name of person(s) acknowledged (individual(s) signing)  
[Signature]  
 Notary Public signature



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.

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Russell Wieseler  
Signature of **NON-PARTICIPATING SPOUSE**

Amy Wieseler  
Signature of **APPLICANT**

Russel L. Wieseler  
Print Name

AMY A. Wieseler  
Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me  
this September 5<sup>th</sup> 2017 (date)

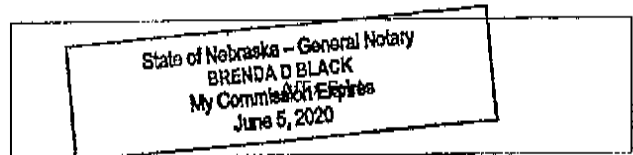
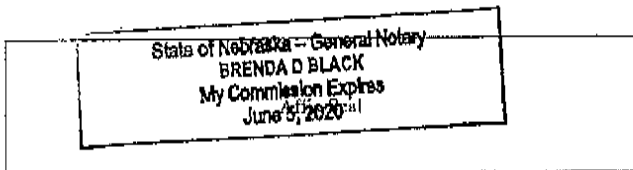
The foregoing instrument was acknowledged before me  
this September 5<sup>th</sup> 2017 (date)

by Russell L. Wieseler  
Name of person acknowledged  
(Individual signing document)

by Amy Wieseler  
Name of person acknowledged  
(Individual signing document)

Brenda D. Black  
Notary Public Signature

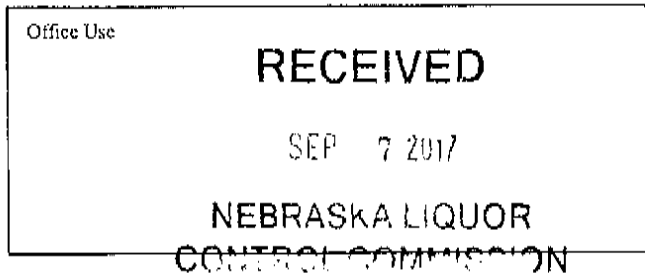
Brenda D. Black  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**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.nebraska.gov](http://www.lcc.nebraska.gov)



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. See Form 147 for further information, this form MUST be included with your application.
- 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 (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Amy Wieseler

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

LLC Address: 8901 Augusta Drive

City: Lincoln State: NE Zip Code: 68526

LLC Phone Number: 402 488 7888 LLC Fax Number 1-866-473-1304

Name of Managing/Contact Member  
Name and information of contact member must be listed on following page

Last Name: Bauer First Name: Kinsey MI: D

Home Address: 8400 Augusta Dr City: Lincoln

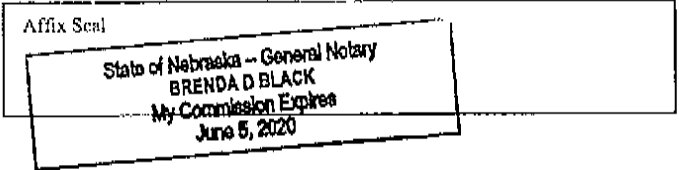
State: NE Zip Code: 68526 Home Phone Number: 402 570 8686

Kinsey D Bauer  
Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Lancaster  
September 5, 2017  
Date  
[Signature]

The foregoing instrument was acknowledged before me this  
by Kinsey D Bauer  
name of person acknowledge



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

Last Name: Bauer First Name: Andrew MI: D  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Kinsey D Bauer  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 12.5%

---

Last Name: Bauer First Name: Kinsey MI: D  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Andrew D Bauer  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 12.5%

---

Last Name: Whipple First Name: Todd MI: K  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Marci A Whipple  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 12.5%

---

Last Name: Whipple First Name: Marci MI: A  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Todd K Whipple  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 12.5%

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

Last Name: Wieselev First Name: Amy MI: A  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Russell L. Wieselev  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 25%

---

Last Name: Wieselev First Name: Cody MI: F  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Leslie R Wieselev  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 12.5%

---

Last Name: Wieselev First Name: Leslie MI: R  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Cody F. Wieselev  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 12.5%

---

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

---

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

YES

NO

If yes, provide the following:

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

---

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

Starting Date: January 1 Ending Date: December 31

---

Is this a Non Profit Corporation?

YES

NO

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

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



# Nebraska Secretary of State

NUMARK GOLF, L.L.C.

Fri Sep 16 13:34:03 2017

**SOS Account Number**

10239673

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

KINSEY BAUER

8901 AUGUSTA DR.

LINCOLN, NE 68526

**Designated Office Address**

8901 AUGUSTA DR.

LINCOLN, NE 68526

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Mar 08 2017

**Filed Documents**

Filed documents for NUMARK GOLF, L.L.C. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Code	Document	Date Filed	Price	
CRT0	Certificate of Organization	Mar 08 2017	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
PP	Proof of Publication	Apr 17 2017	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

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

**Online Certificate of Good Standing with Electronic Validation**

\$6.50

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

[Purchase Now](#)

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

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

## CERTIFICATE OF ORGANIZATION

OF

### NUMARK GOLF, L.L.C.

The undersigned acting as Organizer of a Limited Liability Company in conformity with the laws of the State of Nebraska, does hereby submit this document for filing with the Secretary of State and hereby verifies:

1. **Name.** The name of the company shall be NuMark Golf, L.L.C.

2. **Purpose.** The company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska. The company is not organized to provide a professional service

3. **Designated Office.** The address of the designated office of the company in Nebraska is:

8901 Augusta Dr., Lincoln, NE 68526

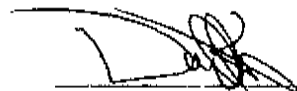
4. **Registered Agent.** The name and address of the company's registered agent in Nebraska is:

Kinsey Bauer                      8901 Augusta Dr., Lincoln, NE 68526

5. **Effective Date.** The effective date shall be the date of filing.

6. **Duration.** The period of duration of the company shall be perpetual.

**EXECUTED** by the undersigned Organizer on the 7<sup>th</sup> day of March, 2017.



Darrell K. Stock, Organizer  
5533 S. 27<sup>th</sup> St., Suite 203  
Lincoln, NE 68512  
(402) 474-8690

**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.nebraska.gov

Office Use
<b>RECEIVED</b>
SEP 7 2017
NEBRASKA LIQUOR CONTROL COMMISSION

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

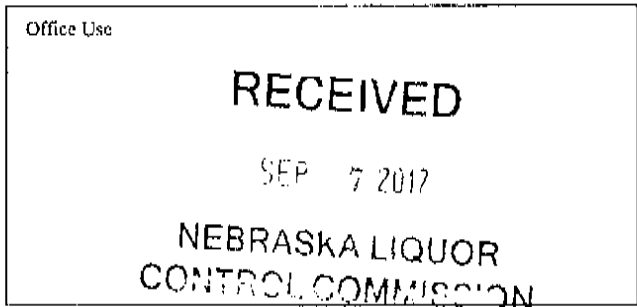
Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE
---------

**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.nebraska.gov



**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 card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: NUMARK GOLF LLC

**Premises information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premises Trade Name/DBA: NUMARK GOLF COURSE

Premises Street Address: 8901 AUGUSTA TOR

City: LINCOLN County: LANCASTER Zip Code: 68526

Premises Phone Number: 402 488 7888

Premises Email address: kbauer32@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. To see authorized officers or members search your license information [here](#).

A handwritten signature in cursive script that reads "Kinsey Bauer".

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Bauer First Name: Kinsey MI: D  
 Home Address: 8400 Augusta Dr  
 City: Lincoln County: Lancaster Zip Code: 68526  
 Home Phone Number: 402 570 8686  
 Driver's License Number & State: [REDACTED] NE  
 Social Security Number: [REDACTED]  
 Date Of Birth: [REDACTED] Place Of Birth: Grand Island NE  
 Email address: kbauer32@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

**Spouse's information**

Spouses Last Name: Bauer First Name: Andrew MI: D  
 Social Security Number: [REDACTED]  
 Driver's License Number & State: [REDACTED] NE  
 Date Of Birth: [REDACTED] Place Of Birth: Lincoln NE

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lincoln, NE	2001	2017	Lincoln NE	1979	2017

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
02	17	Himark Golf	Amy Wieseler	402 560 3126
10	17	Jankel Hill	Amy Wieseler	402 560 3126

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

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

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

YES       NO

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

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

**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: 9/13/16 Name on Certificate: Kinsey Bauer

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kinsey Bauer	9/13/16	RBST
Andrew Bauer	3/29/17	RBST

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Kinsey Bauer	02-17 10-17	HIMARK Golf Course # YHCC
Andrew Bauer	03-10-17	HIMARK Golf Course # YHCC

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

Kinsip Bauer  
Signature of Manager Applicant

Andrew Bauer  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Lancaster

The foregoing instrument was acknowledged before me this

September 5, 2017  
date

by Linsee Bauer + Andrew Bauer  
NAME OF PERSON BEING ACKNOWLEDGED

Brenda D. Black  
Notary Public - Nebraska  
State of Nebraska - General Notary  
BRENDA D BLACK  
My Commission Expires  
June 5, 2020

Affix Seal

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.



**SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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

<b>RECEIVED</b>	
SEP 7 2017	
NEBRASKA LIQUOR CONTROL COMMISSION <small>Office Use Only</small>	
Class: _____	License #: _____

Applicant Name: Numark Golf LLC  
(Corporation, LLC, Partnership or Individual)

Trade Name: NUMARK GOLF COURSE  
(Doing Business As)

402 488 7888 Phone Number      kbauer32@gmail.com Contact E-mail Address

**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED PROCESSING FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE.**
- See Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Applicant Guidelines".
- **DO NOT** send fee payments to the NLCC -- fees **MUST** be paid directly to NSP;
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP locations will be forwarded to NSP - CID;  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices will be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

Please complete information on the following pages for EACH person fingerprinted.

1. Name: Kinsey Bauer Date of Birth: [redacted] Last 4 SSN: [redacted]  
Date fingerprints were taken: 6/6/17 Location where fingerprints were taken: NSP  
How was payment made to NSP?  NSP PAYPORT  CASH  CHECK SENT TO NSP Ck # \_\_\_\_\_

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

2. Name: Andy Bauer Date of Birth: [redacted] Last 4 SSN: [redacted]  
Date fingerprints were taken: \_\_\_\_\_ Location where fingerprints were taken: \_\_\_\_\_  
How was payment made to NSP?  NSP PAYPORT  CASH  CHECK SENT TO NSP Ck # \_\_\_\_\_

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

3. Name: Amy Wieseler Date of Birth: [redacted] Last 4 SSN: [redacted]  
Date fingerprints were taken: \_\_\_\_\_ Location where fingerprints were taken: \_\_\_\_\_  
How was payment made to NSP?  NSP PAYPORT  CASH  CHECK SENT TO NSP Ck # \_\_\_\_\_

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

4. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_  
Date fingerprints were taken: \_\_\_\_\_ Location where fingerprints were taken: \_\_\_\_\_  
How was payment made to NSP?  NSP PAYPORT  CASH  CHECK SENT TO NSP Ck # \_\_\_\_\_

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

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

I hereby certify that fees of \$45.25 per person have been submitted directly to the Nebraska State Patrol – CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Amy Wieseler Title: Member

Signature: Amy Wieseler Date: 9/5/17



RECEIVED

SEP 7 2017

NEBRASKA LIQUOR  
CONTROL COMMISSION

Strategy and Business Plan:

Long-time employees, along with their spouses will be joining me to form a new LLC, NuMark Golf, LLC. Our goal is to continue to run successful operations as a current 27 hole and future 36 hole golf course which was opened in 1993 as HiMark Golf Course. We will continue to market to a broad spectrum of golfers with our older cliental during the day, leagues in the evening, events, and to people of all skill levels. We will provide a high quality, yet affordable golf course that will challenge some but a fun recreational get away for most. We plan to keep business activities the same with providing the best service on and off of the golf course available before, during, or after the round. By doing this we will keep fantastic business relations with members of our growing Lincoln community. If all goes as planned we will have a profitable business in which we can continue to expand as well as increase our customer base while fine tuning the golf course.

Amy Wieseler

HiMark Golf Course

8901 Augusta Drive

Lincoln, NE 68526

402-488-7888

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made and entered into this 31 day of August, 2017, by and between HiMark Golf Course, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as "Seller" and NuMark Golf, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as "Buyer."

**WHEREAS**, Buyer is the owner the real estate occupied by the business commonly known as the HiMark Golf Course (hereinafter "Business") located at located at 8901 Augusta Dr., Lincoln, Nebraska; and

**WHEREAS**, Buyer has entered into a Personal Property Lease for the assets of the Business which includes but is not limited to, office equipment, computers, bunkers, banquet tables and chairs, kitchen equipment, glassware, plates and utensils; and

**WHEREAS**, Seller is the owner and operator of the liquor establishment known as HiMark Golf Course located on the real estate owned by Buyer; and

**WHEREAS**, Seller desires to sell the inventory of the liquor business, including but not limited to, the inventory of beer, wine and liquor; and

**WHEREAS**, Buyer is desirous of purchasing; and

**WHEREAS**, the parties hereto are desirous of placing their covenants and agreement in writing.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties hereto stipulate and agree as follows:

1. **Sale:** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all of the inventory of the liquor business currently known as HiMark Golf Course, located at 8901 Augusta Dr., Lincoln, Nebraska, including but not limited to, the inventory of beer, wine and liquor itemized on Appendix "A", attached hereto and by reference made a part hereof.

2. **Price/Payment:** The parties agree that the liquor inventory in hand at the date of the preliminary closing, as set forth on Appendix "A", shall be paid for at the Closing based on its invoice cost.

3. **Closing:**

a. **Preliminary Closing:** The term "Preliminary Closing" as used herein shall refer to the date when Buyer takes possession of the premises after submitting its application for a liquor license and prior to Closing. During such period, Buyer shall operate the business pursuant to a Temporary Operating Permit. Buyer shall assume all the operating expenses incurred after taking possession.

b. **Closing:** The term "Closing" as used herein shall refer to any date mutually agreed upon by the parties hereto which is within five (5) days of notice that Buyer's application for a Class "C" liquor license has received final approval.

c. **Payment:** At the Closing, the Buyer shall deliver a cashier's check for the liquor inventory.

5. **Liabilities Assumed:** No liabilities are being assumed by Buyer herein.

6. **Contingent Upon Approval:** It is understood and agreed that the purchase contemplated by this agreement is subject to the issuance of a Class "C" liquor license to the Buyer by the Nebraska Liquor Control Commission. In the event such license is not issued, then this agreement shall be null, void and of no force and effect

7. **Representations and Warranties:** Seller hereby represents and warrants to Buyer as follows:

a. **Organization; Power; Good Standing:** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nebraska and it has all requisite power and authority to own and operate and to carry out the business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

b. **Authority Relative to Agreement:** This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of each of them, enforceable against them individually in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights generally, or by equitable discretion in connection with the application of equitable remedies.

8. **Time:** The parties hereto stipulate that time shall be of the essence of this Agreement.

9. **Integration:** The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and terms hereof shall not be modified, except in writing, and upon agreement of the parties.

10. **Choice of Law:** The parties hereto stipulate that the laws of the State of Nebraska shall govern the construction and enforcement of the terms of this Agreement.

11. **Binding Effect:** The parties hereto respectively bind their heirs, officers, agents, successors, and personal representative to the faithful performance of the terms hereof.

**BUYER:**

**SELLER:**

NUMARK GOLF, L.L.C., a Nebraska Limited Liability Company

HIMARK GOLF COURSE, L.L.C., a Nebraska Limited Liability Company

By: *Kinsey Bauer*  
Kinsey Bauer, Manager

By: *Amy A. Wieseler*  
Amy A. Wieseler, Manager

Date: 8/31/17

Date: 8/31/17

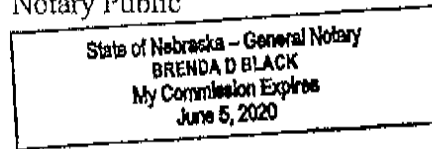
STATE OF NEBRASKA )

) ss.

LANCASTER COUNTY )

Now on this 31 day of August, 2017 there personally appeared before me, the undersigned Notary Public, in and for said county, Amy Wieseler, Manager of HiMark Golf Course, L.L.C., a Nebraska Limited Liability Company, known to me to be the identical person who executed the foregoing agreement as Seller, and acknowledged her execution thereof to be her voluntary act and deed.

*Brenda D. Black*  
Notary Public



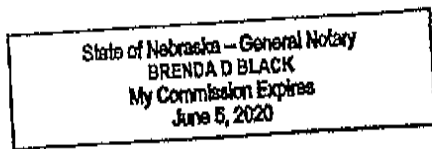
STATE OF NEBRASKA )

) ss.

LANCASTER COUNTY )

Now on this 31st day of August, 2017 there personally appeared before me, the undersigned Notary Public, in and for said county, Kinsey Bauer, Manager of NuMark Golf, L.L.C., a Nebraska Limited Liability Company, known to me to be the identical person who executed the foregoing agreement as Buyer, and acknowledged her execution thereof to be her voluntary act and deed.

*Brenda D. Black*  
Notary Public



Cans of Beer	
Bud Light	573
Budweiser	189
Miller Light	169
MGD	38
Bud Light Lime	138
Shock Top	51
Mich Ultra	148
Busch Light	593
Bud Select 55	29
Bud Select	257
Stella	59
Goose Island IPA	63
Steigl	29
Mikes	56
Redds	67
Leienkugels	47
Chelada	126
Heineken	72
Modelo	59
Flavored Ritas	84
Corona	78
Bottles of Beer	
Bud Light	278
Budweiser	106
Miller Light	212
MGD	38
Bud Light Lime	59
Shock Top	14
Zipline	17
Busch Light	194
Corona Extra	78
Corona Ligtht	19
Modelo	39
Goose Island	71
Bud Light Lime	64
Mich Ultra	156
Bud Select	41
Woodchuck Amber	34
Heineken	91
Coors Light	154
Mikes	97
Leinekugels Summer Shandy	40
Sierra Nevada Pale Ale	19
Blue Moon	21
Boulevard	25

Redd's Ale	16
Lucky Bucket	8
Liters of Liquor	
Crown Royal	37 1/2
Bacardi	19 1/2
Jim Beam	25 1/2
Jose Cuervo	1
Jack Daniels	22 1/2
Captain Morgan	4
Fris Vodka	29 1/2
Fireball	26
Windsor	12
Hiriam Walker Peach Schnapps	11 1/2
Hiriam Walker Butterscotch Schnapps	1
Kahula	12
Hiriam Walker Ameretto	7 3/4
Hiriam Walker Triple Sec	11 3/4
Hiriam Walker Cinnamon Schnapps	2
Martini Rossi	2 1/2
Sambuca	1
Grand Manier	1 1/2
Drambuie	3
Bushnells Irish Honey	2
Crown Royal XO	1
Dekumper Sour Apple Pucker	3
Dekumper Crème de Mint	2
Dekumper Grape Pucker	2
Malibu Flavored	3
Makers Mark	17 3/4
Smirnoff Flavored	7
Smirnoff Raspberry	4
Ketel One Orange	1
Ketel One	6 1/2
Canadian Club	5
Canadian Supreme	15 1/2
Malibu	8 1/2
Skol Gin	2
Tanqueray	26
Bombay Sapphire	12 1/2
Seagrams Gin	4 1/2
Seagrams 7	12 1/4
Montezuma Tequila	11
Peligrosso Cinnamon Tequila	5
Glinfiddich	8 1/2
Wild Turkey	3
Southern Comfort	15



Jameson	5 1/2
Kegs of Beer	
Miller Lite	3 1/2
Boulevard	1/2
Bud Light	5 1/4
Busch Light	1
Shock Top	2 1/2
Coors Light	1
Budweiser	1/2
Sam Adams Okoberfesst	1
Leinenkugels Summer Shandy	1
Amber Bock	1
Backswing	1 1/6
Wine	
Sycamore Lane Red Blends	52
Sycamore Lane White Blends	128
Canyon Road Merlot	11
Coastal Vines Red	7
Jacobs Creek White	5
Cook's Champagne	15
50 mL	
Crown Royal	38
Bacardi	46
Jack Daniels	141
Captain Morgan	214
Jim Beam	438
Smirnoff Vodka	914

Parcel #1  
Clubhouse

## LEASE

This lease agreement made and entered into this 31st day of August, 2017, by and between **Amy A. Wicseler**, hereinafter referred to as "Lessor" and **NuMark Golf, L.L.C.**, a Nebraska Limited Liability Company, hereinafter referred to as "Lessee".

**WITNESSETH:** That the Lessor is presently the owner of the parcel of real estate hereinafter described and is desirous of leasing said premises to the Lessee under the terms and conditions hereinafter described; and does grant the options for additional lease as hereinafter described; and Lessee is desirous of leasing said premises under the terms and conditions hereafter set forth.

**NOW, THEREFORE,** in consideration of the mutual promises herein made and the covenants to be made and kept by each of the parties, and in consideration of the payments herein to be made, the parties do contract and agree as follows:

1. The Lessor does hereby lease unto Lessee, and Lessee hereby leases from Lessor the following described real estate together with the premises and improvements located thereon, to-wit:

See attached Exhibit A

2. The initial term of this lease shall be until October 31, 2017. Thereafter, the term of the lease shall be for a period of one (1) year commencing as of the 1<sup>st</sup> day of November, 2017. The premises described in Paragraph 1 shall be used and occupied by the Lessee for the purpose of operating a golf course and a liquor and restaurant establishment.

3. Lessee's rent shall be satisfied by its obligation to pay all taxes and insurance and to maintain the Premises as set forth in this Lease and the actual payment and performance of those obligations.

4. This lease shall be automatically renewed for additional one year terms ("lease year") unless Lessor or Lessee gives a notice of termination thirty (30) days prior to November 1st of any lease year. The rent for such renewed lease year shall be as set forth above.

5. Lessee shall pay all real estate taxes and assessments levied against the leased premises.

6. Lessee agrees to carry, at its expense, with Lessor as a named insured, public liability and fire and casualty insurance satisfactory to Lessor, it being the intent of the parties that all insurance costs be borne by Lessee.

7. Lessor shall lease the buildings and grounds to Lessee in an "as is" condition based upon the present inspection of the Lessee. Any repairs shall be at Lessee's expense.

8. During the term of this lease and any extension, Lessee shall keep and maintain all structural portions of said buildings. Lessee shall, at its expense, maintain and service the heating, air conditioning unit, plumbing and electrical systems located in said premises including replacement, if necessary, and shall maintain all interior floors, walls and ceilings and shall be liable and shall replace any glass breakage on said premises. Lessee shall maintain the parking areas and exterior grounds in satisfactory condition.

9. Each of the parties hereto hereby releases the other from any claim for recovery for any loss or damage to any of their property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policies of insurance.

10. In the event Lessee shall fail promptly to pay the obligations as they become due and payable, or if Lessee shall make default in the observance and performance of any or either of the other provisions, covenants or stipulations herein contained to be observed, kept and performed, then, and in any such event, the Lessor, at its option, in the event of failure to pay any installment of rental as above provided, and in any other or others of such above mentioned events, upon ten (10) days prior written notice by Registered Mail to Lessee, Lessor may declare this lease terminated, in which event all rights of the Lessee hereunder shall forthwith cease and determine, and Lessee shall surrender immediate peaceable possession of the leased premises to Lessor, unless within the period of such notice Lessee shall make good any such defaults.

11. It is agreed that this lease shall not be assigned, or said premises sublet, by Lessee without first securing the written consent of Lessor. It is agreed that the covenants and agreements herein contained shall pass to, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. It is agreed that no right, title or interest in and upon this lease shall pass to any Trustee in Bankruptcy, nor by judicial process, nor by operation of the law, without the consent of the Lessor. The bankruptcy or insolvency of Lessee, or other tenant who may go into possession of

the premises with written consent of Lessor shall, at the option of Lessor, work an immediate forfeiture of the lease and all interest of Lessee therein and thereunder; and the failure of Lessor to exercise its option and terminate the lease on account of bankruptcy or insolvency of Lessee shall, in no case, prevent its exercising the option in any subsequent case of like nature.

13. Lessee agrees that, at the expiration of the term of this lease, or at or upon any earlier termination of the same, in case it shall be sooner terminated, Lessee will quietly and peaceably yield up to Lessor the possession of the demised premises. It is expressly agreed that, if any condition or agreement herein contained on the part of Lessee be not fully completed with and performed, then, and in such case, Lessor may terminate the lease and retake possession of the premises, and put out and remove therefrom any and all persons in possession or occupying the same in accordance with the terms of the previous paragraph.

14. In case fire or the elements damage or destroy the building of which the leased premises are a party, so that Lessee cannot continue to carry on his business therein in the usual and regular manner, Lessor agrees to repair the building and restore said premises during a period of one hundred eighty (180) days thereafter, and during that time when Lessee shall be prevented from doing business on account thereof, he shall not be required to pay rent. In the event the building cannot be restored and the premises repaired, in order that the Lessee may continue business within the period of one hundred eighty (180) days, then this lease shall be null and void as to both parties.

15. It is agreed by the parties hereto that Lessor shall not be responsible or liable to Lessee for loss of business or any damage or loss to any of Lessee's property in or upon said premises from water, steam, rain, snow, wind or gas, sewerage, or electric current which may leak or come into said premises, issue or flow from the pipes, plumbing work, roof or electric wiring of the building of which the demised premises are a part when the delay in repairing said heating or air conditioning equipment for said premises was beyond the control of Lessor.

16. It being specifically understood between the parties hereto that Lessee shall operate its business in a manner which shall conform to all state and local laws, ordinances and policies set forth by the local and state governments; and should Lessee violate any of said laws, ordinances and policies, Lessor shall have the right to cancel this lease upon fifteen (15) days prior written notice to Lessee.

17. Lessor agrees to provide for Lessee all of the leasehold improvements, in a "ready to occupy" condition, required by Lessee to conduct golf and food service operations upon the premises.

18. Lessor does hereby represent and warrant that she holds the title to the real estate of which the premises hereby located are a part, and that she has full power to lease the same and, so long as Lessee performs the agreements and covenants herein contained, she will permit Lessee peaceably to hold and enjoy said premises during the term of this lease, without interruption by Lessor.

19. The parties agree that the present intention regarding the Premises is for the Lessor to redevelop the Premises into residential uses which will necessitate the demolition of the improvements and relocation and reconstruction of the improvements. All such demolition and reconstruction shall be at the cost of Lessor and Lessor shall provide such temporary facilities required to continue the operation of a golf course, with the timing and staging of the same to be negotiated by the parties.

**LESSEE:**

NUMARK GOLF, L.L.C., a Nebraska  
Limited Liability Company

By: *Kinsey Bauer*  
Kinsey Bauer, Manager

Date: 8/31/17

**LESSOR:**

*Amy A. Wieseler*  
Amy A. Wieseler

Date: 8/31/17



The above space is reserved for use by the Register of Deeds

Return To: Darrell K. Stock, Attorney at Law, 5533 S. 27<sup>th</sup> St., Suite 203, Lincoln, NE 68512 (402) 474-8690

### QUITCLAIM DEED

HiMark Property, LLC, a Nebraska limited liability company, Grantor, whether one or more, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, quitclaims and conveys to NuMark Golf, L.L.C., a Nebraska limited liability company, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Lancaster County, Nebraska:

See Attached Exhibit A

Executed: July 18, 2017.

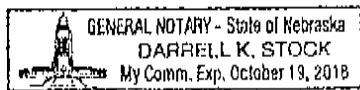
*OK Aug 16 09*

HIMARK PROPERTY, LLC, Grantor

By: *Amy A. Wiesler*  
Amy A. Wiesler, Manager

STATE OF NEBRASKA      )  
  ) ss.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on July 18, 2017 by Amy A. Wiesler, as Manager of HIMARK PROPERTY, LLC, Grantor.



*[Signature]*  
Notary Public

**EXHIBIT A**

Attachment to Quitclaim Deed from HiMark Property, LLC to NuMark Golf, LLC

Property ID: Himark Estates 19th Addition, Outlot A, Pt Lying In Td 0224, Lincoln, Lancaster  
16-11-122-010-000 County, Nebraska

Property ID: Himark Estates 19th Addition, Outlot A, Pt Lying In Td 0228, Lincoln, Lancaster  
16-11-122-011-000 County, Nebraska

Property ID: Himark Estates 20th Addition, Pt Outlot B Lying In TD 0224, Lincoln, Lancaster  
16-11-125-010-000 County, Nebraska

Property ID: Himark Estates 20th Addition, Pt Outlot B Lying In TD 0035, Lincoln, Lancaster  
16-11-125-011-000 County, Nebraska

Property ID: Himark Estates 20th Addition, Pt Outlot C Lying In TD 0035, Lincoln, Lancaster  
16-11-125-013-000 County, Nebraska

*Times 19*  
*Times 20*

Inst # 2017032505 Fri Aug 04 12:06:33 CDT 2017  
 Filing Fee: \$16.00 Stamp Tax: \$0.00 Exempt Sb. package  
 Lancaster County, NE Assessor/Register of Deeds Office GCDEED  
 Pages 2



*The above space is reserved for use by the Register of Deeds*

Return To: Darrell K. Stock, Attorney at Law, 5533 S. 27th St., Suite 203, Lincoln, NE 68512 (402) 474-8690

### QUITCLAIM DEED

Russel Wieseler and Amy A. Wieseler, husband and wife, Grantor, whether one or more, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, quitclaims and conveys to NuMark Golf, L.L.C., a Nebraska limited liability company, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Lancaster County, Nebraska:

See Attached Exhibit A

Executed: July 18, 2017.

Russel Wieseler  
 Russel Wieseler, Grantor

Amy A. Wieseler  
 Amy A. Wieseler, Grantor

STATE OF NEBRASKA            )  
   ) ss.  
 COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on July 18, 2017 by Russel Wieseler and Amy A. Wieseler, husband and wife, Grantor.



[Signature]  
 Notary Public

*Chg Drs 8/16/18*



**EXHIBIT A**

Attachment to Quitclaim Deed from Russel & Amy A. Wieseler to NuMark Golf, LLC

Property ID: Himark Estates 16th Addition, Outlot A & Himark Estates 11th Addition, Outlot B &  
16-11-330-004-000 Himark Estates 3rd Addition, Outlot C & Himark Estates 1st Addition, Outlot C, Lincoln,  
Lancaster County, Nebraska

Property ID: Irongate Estates 3rd Addition, Remaining Port Outlot A, That Part Lying Outside City  
16-11-408-009-000 Limits, Lincoln, Lancaster County, Nebraska

Property ID: Irongate Estates 3rd Addition, Remaining Port Outlot A That Part Lying Inside City  
16-11-408-008-000 Limits, Lincoln, Lancaster County, Nebraska

Himark 16  
Himark 11  
Himark 3  
Himark 1

TRUSS

## PERSONAL PROPERTY LEASE AGREEMENT

This Lease Agreement is entered into as of this 31<sup>st</sup> day of August, 2017, by and between **HiMark Golf Course, L.L.C.**, a Nebraska Limited Liability Company, ("Lessor"), and **NuMark Golf, L.L.C.**, a Nebraska Limited Liability Company ("Lessee").

The parties hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:
  - a. "Schedule" - the schedule attached hereto as Exhibit "A" and made a part of this Lease Agreement.
  - b. "Equipment"-the personal property identified in the Schedule.
  - c. "Location" - Lessee's premises located on the property owned or leased by Lessee.
2. **LEASE.** Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Equipment, upon the terms set forth herein.
3. **RENT.** Lessee shall pay as Rent for use of the Equipment in the sum of \$4,454.75 ("Rent Commencement Date") and thereafter on the first day of each and every month during the term of this Agreement. Rent(s) shall be due whether or not Lessee has received any notice that such payment is due. All Rent(s) shall be paid to Lessor at the address directed by Lessor in writing.
4. **TERM.** The term of this Lease shall be One Hundred Twenty (120) months beginning September 1, 2017. **This agreement cannot be cancelled or terminated except as expressly provided herein.**
5. **LIENS AND TAXES.** Lessee shall pay to Lessor, upon notice from Lessor and when due, all charges and taxes, local, state, and federal, which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment, excluding. If Lessee fails to pay any of said charges and taxes to Lessor when due, Lessor shall have the right, but not the obligation, to pay them and add the amounts thereof to the gross amounts due under this lease.
6. **USE; REPAIRS; ALTERATIONS; REPLACEMENTS, LOSS AND DAMAGE.** Lessee shall keep the Equipment at the Location and shall not remove it to a different location without the prior written consent of Lessor. Until the return of the Equipment to Lessor, Lessee at its expense shall properly maintain the Equipment, shall use it in a careful manner, shall comply with all statutes, ordinances, regulations, and laws relating to its installation, possession, use or maintenance, shall obtain all permits and licenses necessary to its use, shall keep the Equipment in good repair, and shall furnish all parts, mechanisms and devices required therefor. All replacements, additions and improvements made to the Equipment shall belong to Lessor.

Lessee shall bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, during the term and until the return of the Equipment to Lessor. No loss, theft, damage or destruction of the Equipment or delay, deficiency or absence of insurance proceeds, nor any unavailability, delay or failure of supplies, parts, mechanisms, devices or services for the Equipment or failure of the Equipment to function for any cause shall relieve Lessee of the obligation to pay rent or of any other obligation hereunder. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair. Lessee represents that the equipment shall be utilized in its business for commercial operations, and that no item of equipment will be used for personal, consumer, family or household purposes.

7. **OWNERSHIP.** The Equipment shall at all times remain the property of Lessor. Lessee shall at all times protect and defend, at its own cost and expense, the ownership of Lessor against all claims, liens and legal processes of creditors of Lessee and other persons, and keep the Equipment free and clear from all such claims, liens and processes. The Equipment is and shall remain personal property, and not become part of any real estate, whether as a fixture or otherwise.

8. **UNIFORM COMMERCIAL CODE FINANCING STATEMENTS.** Lessee shall execute any financing statements regarding the Equipment, pursuant to the Uniform Commercial Code, which Lessor reasonably requests Lessee to execute. Lessee authorizes Lessor and all its assignees to file financing statements signed only by Lessor or such assignee(s) in all places where Lessor or said assignee(s) deems necessary to protect its or their interest in any jurisdictions where such authorization is permitted by law.

9. **INSURANCE.** Lessee shall, during the term of this Lease, purchase and maintain insurance, with an insurer of sound financial standing, covering loss, theft, damage or destruction of the Equipment (hereinafter "Loss Risk") in an amount equal to its cost of replacement, and covering liability for personal injury or death or property damage arising from or related to the use or operation of the Equipment (hereinafter "Liability Risk") in an amount no less than \$1,000,000.00. Lessee shall, in a Lessor's Loss Payable Endorsement, on a form acceptable to Lessor, provide that the proceeds of such insurance for Loss Risk shall be payable to the Lessor, and further provide that Lessor shall be named as an insured or additional insured of such insurance for Liability Risk. Upon the execution of this Lease, Lessee shall instruct its insurance agent, broker or company to confirm to the Lessor in writing that the insurance required hereby has been bound, and inform the Lessor of the name of the insurance company binding such insurance, the amount of insurance and a full description of the coverage. Within Thirty (30) days after the date hereof Lessee shall forward to Lessor a copy of the endorsement(s) naming Lessor as additional insured and loss payee. If Lessee fails to purchase and maintain insurance in accordance with the terms of this Lease, Lessor shall have the right, but not the obligation, to obtain such insurance, pay the premium for same, and add same to the gross amounts due under this Lease. Lessor may apply the proceeds of said insurance for Loss Risk to replace or repair the Equipment and/or to satisfy Lessee's obligations hereunder.

10. **ASSIGNMENT.**

- a. Without Lessor's prior written consent, Lessee shall not (1) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein, or (2) sublease or loan the Equipment or permit it to be used by anyone other than Lessee or Lessee's qualified employees.
- b. Lessor may assign this Lease and/or grant a security interest in the Equipment, in whole or in part, without notice to Lessee. Any of Lessor's assignees or such secured parties may reassign this lease and/or such security interest without notice to Lessee. Each such assignee and/or secured party shall have all of the rights of Lessor under this Lease.

11. **INDEMNITY.** Lessee shall defend and indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including without limitation attorneys' fees, arising from the possession, operation, or use of the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.

12. **LATE CHARGES AND INTEREST.** Should Lessee fail to pay any part of the rent, or any other sum required to be paid to Lessor by Lessee, within Ten (10) days after the due date thereof, Lessee shall pay to Lessor a late charge of Five percent (5%) of the delinquent amount for each month or part thereof for which rent or other sum shall be delinquent. In the event, however, that such late charge shall exceed the amount permitted therefor by applicable law, Lessee shall instead pay only the maximum amount thereby permitted.

13. **DEFAULT.** Notwithstanding Lessor's rights and remedies set forth in Paragraph 14 hereinabove, and without limitation or waiver thereof, in the event Lessee (a) fails to pay any rent or other amount required hereunder within Ten (10) days after the same becomes due and payable, (b) fails to perform any other provision hereof within \_\_\_\_ (\_\_\_\_) days after Lessor shall have demanded in writing the performance thereof, (c) abandons the Equipment, (d) allows any proceeding in bankruptcy, receivership or insolvency to be commenced by or against Lessee or its property, (e) makes an assignment for the benefit of its creditors, (f) makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease, (g) allows any substantial attachment or execution be levied on Lessee's property, or (h) permits any other entity or person to use the Equipment without the prior written consent of Lessor, then Lessor shall have the right, but not the obligation, to exercise any one or more of the following remedies, which remedies or any of them may be exercised by Lessor after Ten (10) days written notice to Lessee:

- a. **Repossession:** Lessor and/or its agents may, without notice, liability, or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the Equipment may be or be believed to be located and repossess said Equipment, disconnecting and separating all thereof from any other property and using all means necessary to do so. Lessee waives any right of action

against Lessor arising from the removal, repossession or retention of the Equipment.

- b. **Acceleration:** Lessor may declare all sums due and to become due hereunder immediately due and payable.
- c. **Recovery of Sums Due or to Become Due:** Lessor may recover all rents and other amounts due as of the date of such default, or in the event suit is thereafter brought by Lessor for same, recover all rents and other sums that may accrue thereafter up to and including the date of trial.
- d. **Other Remedies:** Lessor may pursue any other remedy now or hereafter existing at law, in equity, or by statute.
- e. **Mitigation:** Lessor may at its sole discretion, although it shall not be so obligated, sell the Equipment at a private or public, cash or credit sale, or may re-lease the Equipment for a term and rental which may be equal to, greater than, or less than the rental and term herein provided. Any proceeds of sale, or any rental payments received under a new lease, less Lessor's expenses of taking possession, reasonable attorneys' fees and/or collection fees, and costs of storage, reconditioning, if any, and sale or re-leasing, shall be applied to the Lessee's obligations hereunder, and Lessee shall remain liable for the balance on the unpaid aggregate rental set forth above. Lessee's liability shall not be reduced by reason of any failure of Lessor to sell or re-lease. In the event that the obligations of Lessee hereunder are guaranteed by a guarantor or guarantors, Lessor shall not be obligated to proceed against any such guarantor or guarantors before resorting to its remedies against Lessee hereunder.

14. **NOTICES.** Any written notice or demand under this Lease may be given to a party by mailing it to the party at such address as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

15. **LESSEE'S PURCHASE OPTION.** Provided that no event of default has occurred and is continuing upon expiration of this Agreement, Lessee shall have the right to exercise the option to purchase, all of the Equipment for the sum of One Dollar (\$1.00).

16. **MISCELLANEOUS.** (a) Time is of the essence of this Lease. (b) This Lease, its performance and breach, shall be governed and construed in accordance with the laws of the State of. (c) If there is more than one Lessee named herein, the liability of each shall be joint and several. (d) If any provision of this Lease, other than those whereby Lessee is obligated to pay rental, to maintain the Equipment in good condition, or to obtain insurance, is held invalid, such invalidity shall not affect the other provisions which can be given effect without the invalid provision; to this end the provisions of this Lease are declared to be severable. (e) This instrument together with any written exhibit, instrument, document, escrow agreement, or other agreements executed by the parties hereto or any document executed by Lessee pursuant to any

executed agreement of the parties hereto, which refers to and/or secures the performance of this Lease, constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof. (f) This Lease may not be amended, altered or changed except by written agreement signed by the parties hereto. (g) Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

Lessee acknowledges that it has read this Lease and all documents made a part hereof and understands the terms and conditions hereof, and that all required corporate action has been taken authorizing the execution of this Lease, on behalf of Lessee, by the persons doing so.

**LESSEE:**

**NUMARK GOLF, L.L.C.**, a Nebraska  
Limited Liability Company

By: *Kinsey Bauer*  
Kinsey Bauer, Manager

Date: 8/31/17

**LESSOR:**

**HIMARK GOLF COURSE, L.L.C.**, a  
Nebraska Limited Liability Company

By: *Amy A. Wieseler*  
Amy A. Wieseler, Manager

Date: 8/31/17

## EXHIBIT A

## Property List of Equipment

JD 2500 Greens & Tee Mowers x 5	\$ 5,000.00
JD Fairways Mowers x 4	\$ 7,000.00
Toro 325 D x 2	\$ 4,000.00
Hustler	\$ 4,000.00
Toro 4500 x 2	\$ 10,000.00
Toro 3500	\$ 500.00
JD Sand Pro	\$ 1,000.00
Toro Sand Pro	\$ 1,000.00
Carryall x 5	\$ 5,000.00
Toro Sprayer	\$ 2,000.00
JD Tractor	\$ 4,000.00
Ford Tractor	\$ 1,000.00
Toro Workman	\$ 3,000.00
JD Gator	\$ 4,000.00
Cushman Topdresser	\$ 7,000.00
Tri King	\$ 1,000.00
Cushman Truck x 3	\$ 4,000.00
Bobcat plus attachments	\$ 15,000.00
Pro Flex Mower	\$ 1,000.00
Ford Pickup	\$ 3,000.00
Snow blade for truck	\$ 2,000.00
Seeder	\$ 1,000.00
JD Aerifier	\$ 1,500.00
Dodge Dumptruck	\$ 3,000.00
Irrigation System, comp, pumps, heads	\$ 10,000.00
	\$ 100,000.00
Golf Carts (90 x \$3000)	\$ 270,000.00
Property List of Clubhouse Fixtures	
Office Equipment and Computers	\$ 15,000.00
Bunkers & BNQ Tables & Chairs	\$ 15,000.00
Kitchen Equipment, Plates, & Utensils	\$ 20,000.00
	\$ 50,000.00

## NuMark Golf, LLC Personal Property Lease

Compound Period ..... : Monthly

Nominal Annual Rate .... : 5.000 %

Effective Annual Rate ... : 5.116 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/01/2017	420,000.00	1		
2 Payment	07/01/2017	4,454.75	120	Monthly	06/01/2027

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	06/01/2017				420,000.00
1	07/01/2017	4,454.75	1,750.00	2,704.75	417,295.25
2	08/01/2017	4,454.75	1,738.73	2,716.02	414,579.23
3	09/01/2017	4,454.75	1,727.41	2,727.34	411,851.89
4	10/01/2017	4,454.75	1,716.05	2,738.70	409,113.19
5	11/01/2017	4,454.75	1,704.64	2,750.11	406,363.08
6	12/01/2017	4,454.75	1,693.18	2,761.57	403,601.51
2017 Totals		26,728.50	10,330.01	16,398.49	
7	01/01/2018	4,454.75	1,681.67	2,773.08	400,828.43
8	02/01/2018	4,454.75	1,670.12	2,784.63	398,043.80
9	03/01/2018	4,454.75	1,658.52	2,796.23	395,247.57
10	04/01/2018	4,454.75	1,646.86	2,807.89	392,439.68
11	05/01/2018	4,454.75	1,635.17	2,819.58	389,620.10
12	06/01/2018	4,454.75	1,623.42	2,831.33	386,788.77
13	07/01/2018	4,454.75	1,611.62	2,843.13	383,945.64
14	08/01/2018	4,454.75	1,599.77	2,854.98	381,090.66
15	09/01/2018	4,454.75	1,587.88	2,866.87	378,223.79
16	10/01/2018	4,454.75	1,575.93	2,878.82	375,344.97
17	11/01/2018	4,454.75	1,563.94	2,890.81	372,454.16
18	12/01/2018	4,454.75	1,551.89	2,902.86	369,551.30
2018 Totals		53,457.00	19,406.79	34,050.21	
19	01/01/2019	4,454.75	1,539.80	2,914.95	366,636.35
20	02/01/2019	4,454.75	1,527.65	2,927.10	363,709.25
21	03/01/2019	4,454.75	1,515.46	2,939.29	360,769.96
22	04/01/2019	4,454.75	1,503.21	2,951.54	357,818.42
23	05/01/2019	4,454.75	1,490.91	2,963.84	354,854.58
24	06/01/2019	4,454.75	1,478.56	2,976.19	351,878.39



## NuMark Golf, LLC Personal Property Lease

	Date	Payment	Interest	Principal	Balance
	25 07/01/2019	4,454.75	1,466.16	2,988.59	348,889.80
	26 08/01/2019	4,454.75	1,453.71	3,001.04	345,888.76
	27 09/01/2019	4,454.75	1,441.20	3,013.55	342,875.21
	28 10/01/2019	4,454.75	1,428.65	3,026.10	339,849.11
	29 11/01/2019	4,454.75	1,416.04	3,038.71	336,810.40
	30 12/01/2019	4,454.75	1,403.38	3,051.37	333,759.03
	2019 Totals	53,457.00	17,664.73	35,792.27	
	31 01/01/2020	4,454.75	1,390.66	3,064.09	330,694.94
	32 02/01/2020	4,454.75	1,377.90	3,076.85	327,618.09
	33 03/01/2020	4,454.75	1,365.08	3,089.67	324,528.42
	34 04/01/2020	4,454.75	1,352.20	3,102.55	321,425.87
	35 05/01/2020	4,454.75	1,339.27	3,115.48	318,310.39
	36 06/01/2020	4,454.75	1,326.29	3,128.46	315,181.93
	37 07/01/2020	4,454.75	1,313.26	3,141.49	312,040.44
	38 08/01/2020	4,454.75	1,300.17	3,154.58	308,885.86
	39 09/01/2020	4,454.75	1,287.02	3,167.73	305,718.13
	40 10/01/2020	4,454.75	1,273.83	3,180.92	302,537.21
	41 11/01/2020	4,454.75	1,260.57	3,194.18	299,343.03
	42 12/01/2020	4,454.75	1,247.26	3,207.49	296,135.54
	2020 Totals	53,457.00	15,833.51	37,623.49	
	43 01/01/2021	4,454.75	1,233.90	3,220.85	292,914.69
	44 02/01/2021	4,454.75	1,220.48	3,234.27	289,680.42
	45 03/01/2021	4,454.75	1,207.00	3,247.75	286,432.67
	46 04/01/2021	4,454.75	1,193.47	3,261.28	283,171.39
	47 05/01/2021	4,454.75	1,179.88	3,274.87	279,896.52
	48 06/01/2021	4,454.75	1,166.24	3,288.51	276,608.01
	49 07/01/2021	4,454.75	1,152.53	3,302.22	273,305.79
	50 08/01/2021	4,454.75	1,138.77	3,315.98	269,989.81
	51 09/01/2021	4,454.75	1,124.96	3,329.79	266,660.02
	52 10/01/2021	4,454.75	1,111.08	3,343.67	263,316.35
	53 11/01/2021	4,454.75	1,097.15	3,357.60	259,958.75
	54 12/01/2021	4,454.75	1,083.16	3,371.59	256,587.16
	2021 Totals	53,457.00	13,908.62	39,548.38	
	55 01/01/2022	4,454.75	1,069.11	3,385.64	253,201.52
	56 02/01/2022	4,454.75	1,055.01	3,399.74	249,801.78
	57 03/01/2022	4,454.75	1,040.84	3,413.91	246,387.87
	58 04/01/2022	4,454.75	1,026.62	3,428.13	242,959.74
	59 05/01/2022	4,454.75	1,012.33	3,442.42	239,517.32
	60 06/01/2022	4,454.75	997.99	3,456.76	236,060.56
	61 07/01/2022	4,454.75	983.59	3,471.16	232,589.40

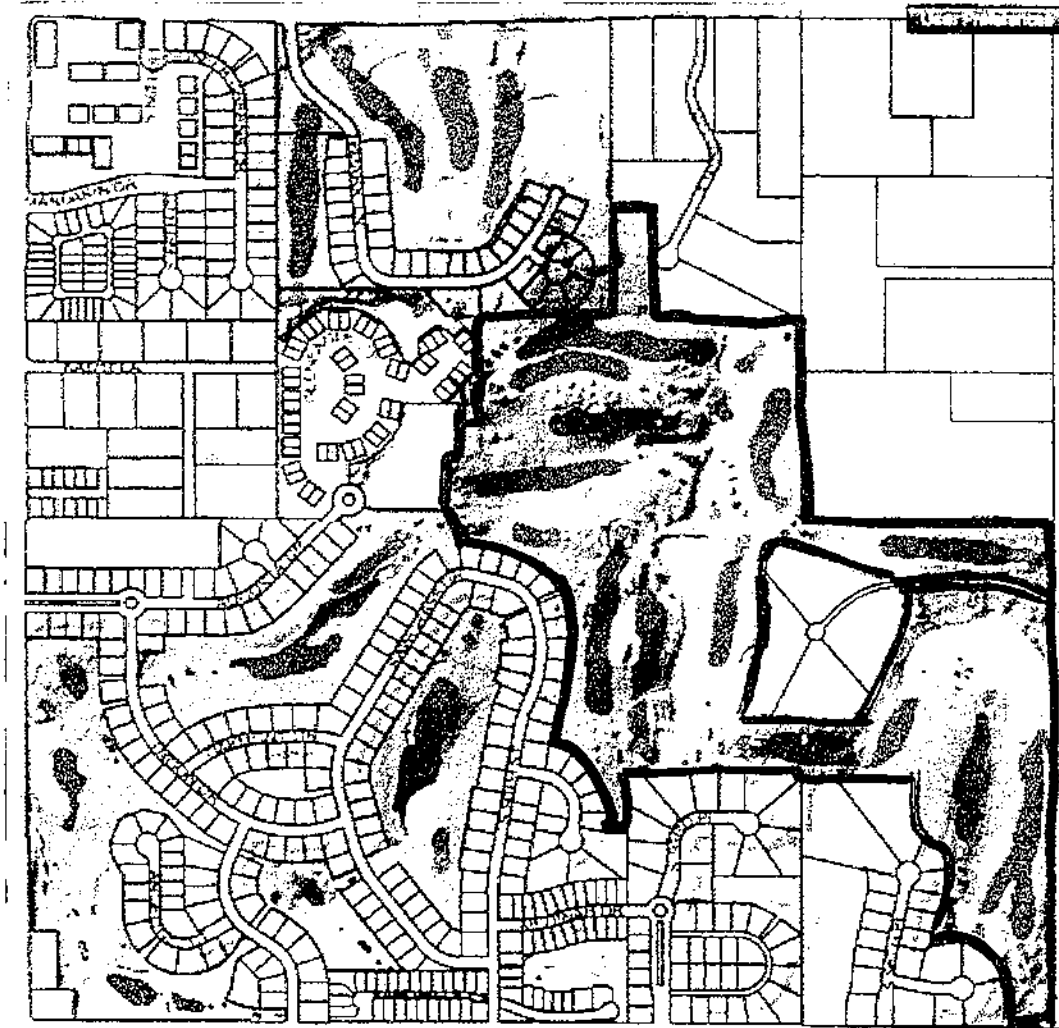
## NuMark Golf, LLC Personal Property Lease

	Date	Payment	Interest	Principal	Balance
62	08/01/2022	4,454.75	969.12	3,485.63	229,103.77
63	09/01/2022	4,454.75	954.60	3,500.15	225,603.62
64	10/01/2022	4,454.75	940.02	3,514.73	222,088.89
65	11/01/2022	4,454.75	925.37	3,529.38	218,559.51
66	12/01/2022	4,454.75	910.66	3,544.09	215,015.42
2022 Totals		53,457.00	11,885.26	41,571.74	
67	01/01/2023	4,454.75	895.90	3,558.85	211,456.57
68	02/01/2023	4,454.75	881.07	3,573.68	207,882.89
69	03/01/2023	4,454.75	866.18	3,588.57	204,294.32
70	04/01/2023	4,454.75	851.23	3,603.52	200,690.80
71	05/01/2023	4,454.75	836.21	3,618.54	197,072.26
72	06/01/2023	4,454.75	821.13	3,633.62	193,438.64
73	07/01/2023	4,454.75	805.99	3,648.76	189,789.88
74	08/01/2023	4,454.75	790.79	3,663.96	186,125.92
75	09/01/2023	4,454.75	775.52	3,679.23	182,446.69
76	10/01/2023	4,454.75	760.19	3,694.56	178,752.13
77	11/01/2023	4,454.75	744.80	3,709.95	175,042.18
78	12/01/2023	4,454.75	729.34	3,725.41	171,316.77
2023 Totals		53,457.00	9,758.35	43,698.65	
79	01/01/2024	4,454.75	713.82	3,740.93	167,575.84
80	02/01/2024	4,454.75	698.23	3,756.52	163,819.32
81	03/01/2024	4,454.75	682.58	3,772.17	160,047.15
82	04/01/2024	4,454.75	666.86	3,787.89	156,259.26
83	05/01/2024	4,454.75	651.08	3,803.67	152,455.59
84	06/01/2024	4,454.75	635.23	3,819.52	148,636.07
85	07/01/2024	4,454.75	619.32	3,835.43	144,800.64
86	08/01/2024	4,454.75	603.34	3,851.41	140,949.23
87	09/01/2024	4,454.75	587.29	3,867.46	137,081.77
88	10/01/2024	4,454.75	571.17	3,883.58	133,198.19
89	11/01/2024	4,454.75	554.99	3,899.76	129,298.43
90	12/01/2024	4,454.75	538.74	3,916.01	125,382.42
2024 Totals		53,457.00	7,522.65	45,934.35	
91	01/01/2025	4,454.75	522.43	3,932.32	121,450.10
92	02/01/2025	4,454.75	506.04	3,948.71	117,501.39
93	03/01/2025	4,454.75	489.59	3,965.16	113,536.23
94	04/01/2025	4,454.75	473.07	3,981.68	109,554.55
95	05/01/2025	4,454.75	456.48	3,998.27	105,556.28
96	06/01/2025	4,454.75	439.82	4,014.93	101,541.35
97	07/01/2025	4,454.75	423.09	4,031.66	97,509.69
98	08/01/2025	4,454.75	406.29	4,048.46	93,461.23

## NuMark Golf, LLC Personal Property Lease

Date	Payment	Interest	Principal	Balance
99 09/01/2025	4,454.75	389.42	4,065.33	89,395.90
100 10/01/2025	4,454.75	372.48	4,082.27	85,313.63
101 11/01/2025	4,454.75	355.47	4,099.28	81,214.35
102 12/01/2025	4,454.75	338.39	4,116.36	77,097.99
2025 Totals	53,457.00	5,172.57	48,284.43	
103 01/01/2026	4,454.75	321.24	4,133.51	72,964.48
104 02/01/2026	4,454.75	304.02	4,150.73	68,813.75
105 03/01/2026	4,454.75	286.72	4,168.03	64,645.72
106 04/01/2026	4,454.75	269.36	4,185.39	60,460.33
107 05/01/2026	4,454.75	251.92	4,202.83	56,257.50
108 06/01/2026	4,454.75	234.41	4,220.34	52,037.16
109 07/01/2026	4,454.75	216.82	4,237.93	47,799.23
110 08/01/2026	4,454.75	199.16	4,255.59	43,543.64
111 09/01/2026	4,454.75	181.43	4,273.32	39,270.32
112 10/01/2026	4,454.75	163.63	4,291.12	34,979.20
113 11/01/2026	4,454.75	145.75	4,309.00	30,670.20
114 12/01/2026	4,454.75	127.79	4,326.96	26,343.24
2026 Totals	53,457.00	2,702.25	50,754.75	
115 01/01/2027	4,454.75	109.76	4,344.99	21,998.25
116 02/01/2027	4,454.75	91.66	4,363.09	17,635.16
117 03/01/2027	4,454.75	73.48	4,381.27	13,253.89
118 04/01/2027	4,454.75	55.22	4,399.53	8,854.36
119 05/01/2027	4,454.75	36.89	4,417.86	4,436.50
120 06/01/2027	4,454.75	18.25	4,436.50	0.00
2027 Totals	26,728.50	385.26	26,343.24	
Grand Totals	534,570.00	114,570.00	420,000.00	

↑ North



Entire 27 Hole Golf Course, approximately 232.86 acres, which is located between S. 84<sup>th</sup> Street and S. 98<sup>th</sup> Streets and Pioneers Blvd. and Old Cheney of which approximately 121.21 acres is located outside of the city limits as outlined on the diagram

★ ★ ★ ★ ★ ★ ★ ★  
Important Message:  
If you have recently moved, please use the Polling Place feature. Locate Your Polling  
Place with the street and city address of your new/current residence.

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PLACE](#)

[PROVISIONAL  
BALLOT](#)

[ABSENTEE  
BALLOT](#)

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## Registrant Search Information

### Registrant Detail

**Name:** Kinsey D Bauer  
**Party:** Libertarian  
**Polling Place:** First Free Church  
3300 S 84th Street  
(South Entrance)  
Lincoln, NE 68506

### Districts

DISTRICT NAME	DISTRICT TYPE
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of District Court Dist.
Juv Crt Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 25	Legislative District
Lower Platte South NRD SubD 4	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 02	City Council (Ward)
Mayor of Lincoln	Mayor
County Commisioner DIST 04	County Board (Commiss./Superv)
LPS School Board DIST 06	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

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### Registrant Search Information

#### Registrant Detail

**Name:** Andrew D Bauer  
**Party:** Republican  
**Polling Place:** The Legacy  
8600 Pioneers Blvd  
(West Entr. -> Fireside Room)  
Lincoln, NE 68506

#### Districts

DISTRICT NAME	DISTRICT TYPE
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of Distlet Court Dist.
Juv Crt Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 25	Legislative District
Lower Platte South NRD SubD 8	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 02	City Council (Ward)
Mayor of Lincoln	Mayor
County Commissioner DIST 04	County Board (Commiss./Suprv)
LPS School Board DIST 02	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

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**ANDREW DEAN BAUER**

*has earned a*

***Certificate of Achievement***

- for those who serve or sell alcohol in Nebraska

# RB-0077812

Expires: 03-29-2020 Amount Paid: \$

 **Responsible Beverage Service Training**   
**N E B R A S K A**

General	Credential	Number	Earned	Expires
Andrew Dean Bauer	SERVE CLEAN	SC-1041393	04-23-2015	04-23-2017
B400 augusta dr	STATE ALCOHOL	RB-0077812	03-29-2017	03-29-2020
Lincoln NE 68526	CITY ALCOHOL	LNK-0078603	04-17-2017	04-17-2020





General	Credential	Number	Earned	Expires
Andrew Dean Bauer	SERVE CLEAN	SC-1041393	04-23-2015	04-23-2017
8400 augusta dr	STATE ALCOHOL	RB-0077812	03-29-2017	03-29-2020
Lincoln NE 68526	CITY ALCOHOL	LNK-0078603	04-17-2017	04-17-2020



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General	Credential	Number	Earned	Expires
Kinsey Dawn Bauer	STATE ALCOHOL	RB-006979B	09-13-2016	09-13-2019
8400 augusta drive	CITY ALCOHOL	LNK-0076011	02-16-2017	02-16-2020
Lincoln NE 68526				



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General	Credential	Number	Earned	Expires
Kinsey Dawn Bauer 8400 augusta drive Lincoln NE 68526	STATE ALCOHOL	RB-0069798	09-13-2016	09-13-2019
	CITY ALCOHOL	LNK-0076011	02-16-2017	02-16-2020

## *Certificate of Achievement*

- for those who serve or sell alcohol in Nebraska

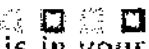
***AMY WIESELER***

*holds a*

City Alcohol Manager permit

Permit # LNKAM-0069741

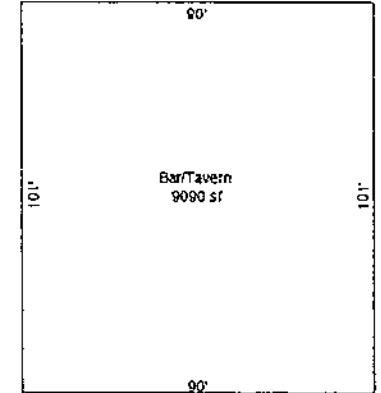
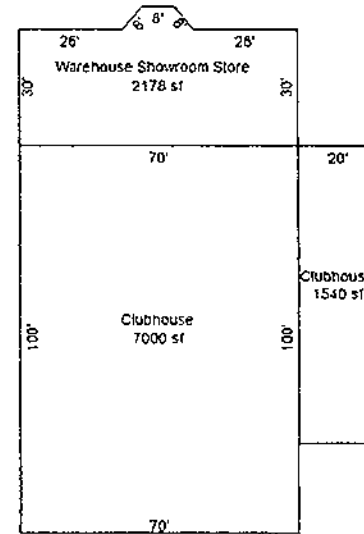
Permit Expires: 09-08-2019 Amount Paid: \$

foodsafety  is in your **HANDS** 

General	Credential	Number	Earned	Expires
Amy Wieseler 8702 augusta dr Lincoln NE 68526	STATE ALCOHOL CITY ALCOHOL MANAGER	RB-0069740	09-08-2016	09-08-2019
		LNKAM-0069741	08-08-2016	09-08-2019



↑ North



Entire 27 Hole Golf Course, approximately 232.86 acres, which is located between S. 84<sup>th</sup> Street and S. 98<sup>th</sup> Streets and Pioneers Blvd. and Old Cheney approximately 111.65 acres is located in the city limits as outlined on the diagram; this includes the entire pro shop, cart barn, snack bar, banquet room breezeway, bunkers fairway/social hall and patio areas which are located on the parcel marked as #1 on the diagram

city

## Kelly S. Lundgren

---

**From:** Ken D. Schroeder  
**Sent:** Tuesday, September 26, 2017 4:23 PM  
**To:** Kelly S. Lundgren; Angela S. Keim; Barbi M. Loschen; David A. Derbin; David R. Cary; Greg R. Topil; Jeremy J. Schwarz; Josh D. Clark; Justin L. Daniel; Robert K. Simmering; Steve S. Henrichsen; Terry A. Kathe; Tom J. Cajka  
**Cc:** Pamela L. Dingman  
**Subject:** RE: Liquor License - Manager application

Kelly,  
Upon review, this office has no direct objections to this submittal.  
Ken

**From:** Kelly S. Lundgren  
**Sent:** Monday, September 18, 2017 9:02 AM  
**To:** Angela S. Keim <AKeim@lincoln.ne.gov>; Barbi M. Loschen <bloschen@lancaaster.ne.gov>; David A. Derbin <DDerbin@lancaaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jeremy J. Schwarz <JSchwarz@lancaaster.ne.gov>; Josh D. Clark <JClark@lancaaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Ken D. Schroeder <kschroeder@lancaaster.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov>  
**Subject:** Liquor License - Manager application

Please find attached a liquor license application and manager application for NuMark Golf Course, LLC, formerly Himark Golf Course. This is scheduled for a public hearing on October 10th. Please have recommendations to me by Tuesday October 3rd so I have time to forward those to the applicant.

Thank you.

Kelly Lundgren, Records Specialist  
Lancaster County Clerk  
555 S. 10<sup>th</sup> Street, Room 108  
Lincoln, NE 68508  
Direct: 402-441-7485  
Main: 402-441-7484

# Office of the Sheriff Lancaster County

Terry T. Wagner  
Sheriff

Todd Duncan  
Chief Deputy

575 S. 10th Street, Lincoln, Nebraska 68508-2869  
Phone (402) 441-6500 Fax (402) 441-8320

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September 29, 2017

Ms. Kelly Lundgren  
Lancaster County Clerk's Office  
County-City Building  
Lincoln, NE 68508

Re: Application for a Class C-122099 Liquor license from NuMark Golf, LLC, dba NuMark Golf Course.

Dear Ms. Lundgren:

An investigation has been made regarding the application of NuMark Golf, LLC, dba NuMark Golf Course, 8901 Augusta Drive, requesting a Class C-122099 liquor license (beer, wine & distilled spirits on & off-sale). This is the former location of HiMark Golf Course which held a Class D liquor license. NuMark Golf, LLC recently purchased the golf course and the Nebraska Liquor Control Commission has issued a Temporary Operating Permit.

A portion of this golf course is located outside the Lincoln city limits. There is a separate application for a Class C-122098 liquor license that is being processed the City of Lincoln.

Kinsey Bauer, President of NuMark Golf, LLC, is requesting that she be approved as the manager of the liquor license. She has not yet attended the alcohol management training, however Amy Wieseler, former liquor license manager of HiMark Golf Course (LLC member 5), completed the training on September 8, 2016.

HiMark Golf Course has been operating since 1993, under the direction of Amy Wieseler. Long-time employees, along with their spouses, have partnered with Ms. Wieseler to form a new LLC, NuMark Golf, LLC. Ms. Bauer, the manager applicant, has worked at HiMark Golf Course since 2002 and Yankee Hill Country Club since 2010.

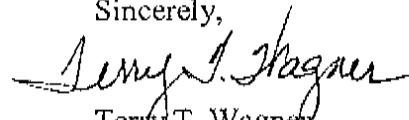
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NuMark Golf, LLC Corporate Officers/Stockholders/Members:

Member 1: Kinsey Bauer – President (13%)  
Member 2: Andrew Bauer – member (12%)  
Member 3: Todd Whipple – Member (13%)  
Member 4: Marci Whipple – Member (12%)  
Member 5: Amy Wieseler – Member (25%)  
Member 6: Cody Wieseler – Member (13%)  
Member 7: Leslie Wieseler – Member (12%)

The Lancaster County Sheriff's Office finds no statutory reason to recommend denial of this application.

Sincerely,

A handwritten signature in black ink that reads "Terry T. Wagner". The signature is written in a cursive style with a large, sweeping initial "T".

Terry T. Wagner  
Lancaster County Sheriff