



COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: BRET STRECKER, CHIEF OF POLICE

DATE: May 21, 2026

SUBJECT: CARIBBEAN BAR & GRILL LLC
1267 26TH AVENUE
COLUMBUS, NEBRASKA

LIQUOR MANAGER: EMILIO PARDON

Caribbean Bar is a bar/lounge in Columbus that plans to sell alcohol and beer. This is a second location to the Caribbean Bar that has been operating in Hastings, Nebraska for the last 12 years. Food will not be served at this location.

- A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

- B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

- C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There seems to be no traffic or parking problems in the long-term. There will be adequate parking within the area of their business.

- D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

- F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are twelve liquor licenses in the near vicinity of this location. One is Micek's Shangri-la which is 500 feet away or a 2 minute walk, one is Oasis Bar which is 450 feet away or a 2 minute walk, one is The Friedhof Room at Schweser's which is 500 feet away or a 2 minute walk, one is at Duster's Restaurant/Gottberg Brew Pub which is 0.2 miles away or a 4 minute walk, one is El Tapatio Restaurant which is 0.1 miles away or a 3 minute walk, one is Cork & Barrel which is 0.1 miles away or a 3 minute walk, one is Barrel House which is 0.2 miles away or a 5 minute walk, one is J & C Avenue Bar which is 0.2 miles away or a 5 minute walk, one is Reeder's 11th Street Grub & Pub Bar which is 0.2 miles away or a 4 minute walk, one is Ski's Lounge which is 0.2 miles away or a 5 minute walk, one is Husker Bar which is 0.3 miles away or a 6 minute walk, and there is also Buchers Saloon (Glur's) which is 0.3 miles away or a 7 minute walk.

- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured.

- M. Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act:

There is no evidence showing that the applicant is not fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act.

- N. Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies:

The background information does not reveal any felony arrests or violations of the applicant.

- P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local

governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

- R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

- S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

Activities will not create unreasonable noise.

- T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: May 13, 2026

DUE DATE: May 26, 2026

Applicant Caribbean Bar & Grill, LLC dba Caribbean Bar & Grill

Address 1267 26th Avenue, Columbus, NE 68601

Legal Description N20' S62' Lot 4 Blk 84 Original Columbus

IS (x) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

**IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE
AND RETURN THIS FORM**

Requested License or Action: Class C

Existing Zoning: B-1

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: B-1

South: B-1

East: B-1

West: B-1

General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Arterial - 26th Avenue

Street Width and Profile: BC to BC 57'

Speed Limit: 20 mph

Average Daily Traffic Count: 2,615 ADT (2024)



Richard J. Bogus, P.E.
City Engineer

NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, June 1, 2026, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for Caribbean Bar & Grill LLC dba Caribbean Bar & Grill, 1267 26 Avenue, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish 05:21:26
Affidavit of Publication



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 163910

LICENSE TYPE Class C Beer, Wine, Spirits On and Off Sale	APPLICATION DATE RECEIVED 2026-04-16
SECONDARY LICENSE(S) None selected	
LICENSEE Caribbean Bar & Grill LLC	LICENSEE TYPE Corporation
MARITAL STATUS Single	
MANAGED BY AGENT No	
PREMISES TYPE Bar/Lounge (on prem)	PREMISES NAME Caribbean Bar & Grill LLC
OPERATOR Emilio Pardon	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2029-05-01
PHYSICAL ADDRESS 1267 26th Avenue Columbus NE 68601	
MAILING ADDRESS	

CONTACT NAME Teresa Ross	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 831-0720	ALTERNATE PHONE
FAX	EMAIL Teresajm1986@gmail.com
PREMISES MANAGER Emilio Pardon	PREMISES MANAGER EMAIL teresajm1986@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

55 ft Long x 20 ft Wide

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?
No
5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
1 main floor, then some stairs leading to the bathrooms
6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
7. Is premises to be licensed within 300 feet of a college campus or university?
No
8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.
No
9. What date do you intend to open for business?
Once the license is approved 10 days after that
10. What are the anticipated hours of operation?
Monday-Friday 8 pm -1 am
11. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No
12. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
13. Is anyone listed on this application a law enforcement officer?
No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

US Bank, Emilio Padron

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Owner/Operator of the Caribbean Bar & Grill LLC for 12 years

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

Current License with Caribbean Bar & Grill 1426 West 2nd Street, Hastings NE 68901. No termination, just adding a second location

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Is the lease, deed, or purchase agreement for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Emilio Padron

25 What is the manager's address?

507 N Briggs Avenue, Hastings NE 68901

26 What is the manager's phone number?

402-831-0720

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Adams County

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

Teresajm1986@gmail.com

29 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	Columbus Bar Diagram.pdf	
Lease / Deed / Purchase Agreement	Lease Caribbean_Columbus.pdf	
Privacy Act Statement	Fingerprints.pdf	
Business Plan	Business plan Caribbean.docx	

APPLICANT

Teresa Ross



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

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Privacy Act Statement	Fingerprints.pdf	
Business Plan	Business plan Caribbean.docx	

APPLICANT

Teresa Ross

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

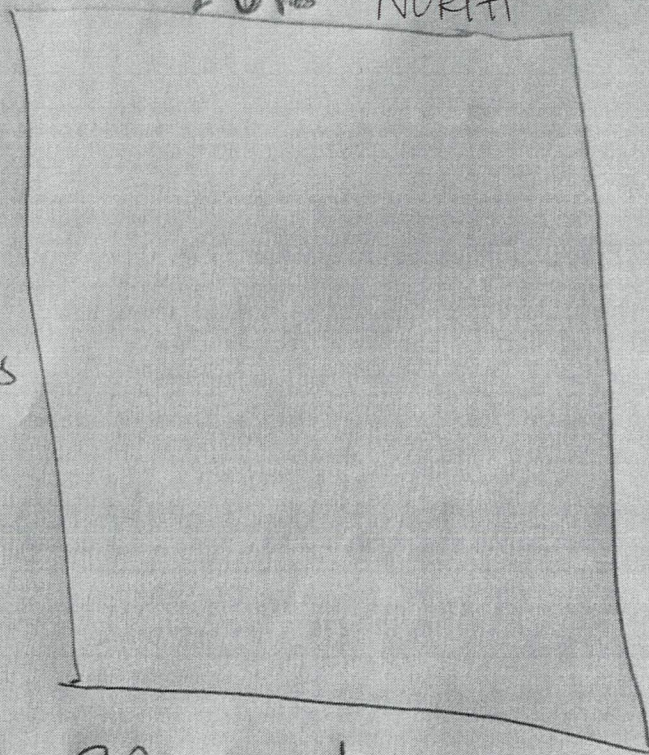
I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

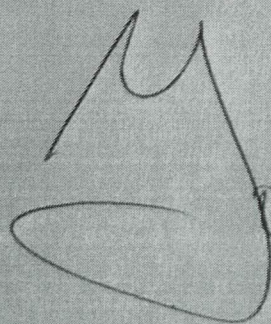
1267 26th Ave
Columbus NE, 68601

20_{feet} NORTH



55_{feet}

Long 55ft x 20ft wide

 Jami Zagorske



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 163910

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2026-04-23

SECONDARY LICENSE(S)
None selected

LICENSEE	LICENSEE TYPE
Caribbean Bar & Grill LLC	Corporation

ADDITIONAL INFORMATION REQUESTED

We can not use electronic copies of your fingerprint cards. You need to fill out the new 2pg Privacy Act Statement Form, sign it, and submit it using this on time link. Also, I need a copy of your US Birth Certificate OR US Passport AND your voter registration. You can also submit both documents using this SAME one time link.

Hannah Teinert
402.471.2735
hannah.teinert@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

Privacy Statement

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	donotreply-papercut@cityofhastings.org_20260423_132148.pdf	Privacy Statements

APPLICANT

Teresa Ross



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 163910

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2026-05-05

SECONDARY LICENSE(S)
None selected

LICENSEE	LICENSEE TYPE
Caribbean Bar & Grill LLC	Corporation

ADDITIONAL INFORMATION REQUESTED

Please submit a copy of the US birth certificate OR US passport or Naturalization Papers, Employment card, or permanent residency card for Emilio Pardon. You can upload using this one time link.

Hannah Teinert
402.471.2735
hannah.teinert@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

Emilio Padron Work Visa

DOCUMENTS		
TYPE	FILE NAME	DESCRIPTION
Additional Document	0.jpg	

APPLICANT

Teresa Ross

Business Plan for the Caribbean Bar & Grill LLC, Columbus, Nebraska

- We would like to be open Monday-Friday 8pm-1 am.
- We will have two employees, one the Manager/Owner Emilio Padron
- One bar employee to be determined
- We will not be serving food at this location
- All employees will be thoroughly trained by Emilio Padron in bar management, will take a health and safety class regarding proper cleaning of bar equipment.
- All Alcohol Management will be done by Manager Emilio Padron
- We plan on offering various themed music nights and hope to bring in new patrons.

Nebraska Secretary of State

CARIBBEAN BAR AND GRILL, L.L.C.

Tue Apr 21 08:22:28 2026

SOS Account Number

10161216

Status

Active

Principal Office Address

1426 W 2ND STREET
HASTINGS, NE 68901
USA

Registered Agent and Office Address

EMILIO PADRON MIRABAL
507 N BRIGGS AVE
HASTINGS, NE 68901

Designated Office Address

1426 W 2ND STREET
HASTINGS, NE 68902

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Apr 26 2012

Next Report Due Date

Jan 01 2027

Filed Documents

Filed documents for CARIBBEAN BAR AND GRILL, 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).

Document	Date Filed	Price	
Certificate of Organization	Apr 26 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	May 22 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 10 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 24 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 25 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Statement of Change	Dec 19 2016	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 03 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Jun 02 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Jun 16 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jun 16 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 05 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Jun 28 2019	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	May 20 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	May 11 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 06 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Jun 21 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Oct 04 2023	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 02 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Jun 17 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Oct 20 2025	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Statement of Change	Oct 20 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

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](#)

COMMERCIAL LEASE AGREEMENT

Izaguirre Rentals LLC

Background

- A. This lease is entered into by and between Izaguirre Rentals (hereinafter Landlord) and Caribbean Bar & Grill LLC, (herein collectively Tenant) on the date set forth on the signature page below. Landlord hereby leases to tenant and Tenant leases from Landlord, those premises commonly referred to as 1267 26th Ave, Columbus, Nebraska 68601.
- B. Collectively, the Landlord and Tenant will be referred to as 'The Parties'.

IN CONSIDERATION OF the Landlord letting and the Tenant renting the Premises, both parties agree to keep, perform and fulfil the following promises, conditions and agreements:

Term

1. The Term of this Agreement will start on 4/15/2026 and end on indefinite. The Lease Start Date and Lease End Date are set out in Schedule 1.
2. Tenant shall notify Landlord in advance of any anticipated extended absences from the Premises.
3. Prior to the Lease End Date, the Parties may, in writing, agree to extend the Term of this Agreement.

Commercial Use Only

4. The Landlord agrees to lease the Premises to the Tenant for use as a commercial premises only. The Tenant undertakes not to use it for any other purpose including but not limited to using it as a residential home.

Rent

5. The amount of Rent per month is \$1000 Dollars
6. The Rent will increase on an annual basis at the rate set out in Schedule 1.
7. The first full Rent payment under this Agreement shall be due on the Lease Start Date specified in Schedule 1. No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely rent as described by this Agreement.
8. The Landlord may amend the Rent Payment Details from time to time by giving the Tenant 7 days' notice.
9. For any payment that is not paid within one day of its due date, Tenant shall pay a late fee equal to \$75 dollars.

Holdover

10. If Tenant maintains possession of the Premises for any period after the termination of this lease (henceforth, the 'Holdover Period'), Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the normal payment rate from the last rent period under this Agreement, pro-rated based on the actual number of holdover days.

Utilities

11. The TENANT shall be responsible for paying and maintaining provision of all utilities under this Agreement.

Maintenance

12. The TENANT shall be responsible for always maintaining the Premises in good repair during the term of this Agreement.

Possession

13. The Tenant is entitled to possession during the Term of this lease. Upon expiration of the Term, the Tenant agrees to surrender possession and deliver to the Landlord the Premises and all furniture and decorations within the Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted.
14. The Landlord shall not directly or indirectly, through any agent, employee, or otherwise representative, lease any space within the property (except the Premises described by this Agreement), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity without an express agreement in writing signed by both Parties. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Eminent Domain

15. This Agreement automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have the right to claim:
 - a. Value of the Lease Agreement.
 - b. Moving and Relocation Expenses.

Quiet Enjoyment

16. During the Term of this Agreement, all Tenants have the right of quiet enjoyment of the Premises. If TENANTS on the upper-level END rental agreement due to noise or disturbance caused by your business you will be responsible for those rental fees, or LANDLORD has the right to terminate your lease at that point.

Cumulative Rights

17. The rights of the Parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by federal, state or local law.

Security Deposit

18. The Tenant undertakes to pay to the Landlord a deposit, the amount of which is set out in Schedule 1, to cover damages and cleaning. \$1000 deposit
19. The Landlord agrees that they will refund the Tenant the deposit, minus any deductions, within 30 days of the Lease End Date. The Landlord will explain the reason for any deduction in writing within 30 days of the Lease End Date.
20. The Landlord may only make deductions for damage to the contents of the Premises that are over and above reasonable wear and tear.

21. The Landlord will upon the written request of the Tenant, at the Landlord's expense, compile an itinerary of the contents and condition of the property contained within the Premises. The Tenant may request such an itinerary up until the Lease Start Date.
22. If there is a disagreement over the Landlord's deductions, the Parties agree to undertake mediation and abide by any decision of the Mediator regarding the size of a reasonable deduction. If the Parties cannot agree on a mediator for their dispute, they undertake to use the processes of the American Arbitration Association to appoint a mediator on their behalf. The fee for such a mediation will be split equally between the Parties.

Insurance

23. The Parties shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant's insurance shall be not less than the amount specified as the Tenant's Minimum Insurance in Schedule 1. The Landlord will be named as an additional insured party on all such policies. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies. Tenant shall also maintain any other insurance which Landlord reasonably requires for the protection of Landlord's interests in the Premises. Tenant is responsible for maintaining property insurance on its own property.
24. Tenant shall maintain appropriate liability insurance on the Premises. The Tenant's insurance shall be not less than the amount specified as the Tenant's Minimum Insurance in Schedule 1. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies.

Landlord Access to Premises

25. Subject to Tenant's consent, which shall not be unreasonably withheld, the Landlord may enter the Premises upon 24 hours' notice for any of the following reasons:
 - a. To inspect the Premises.
 - b. To maintain the Premises.
 - c. To make repairs that the Landlord is obligated to perform.
 - d. To provide necessary services.
 - e. To show the unit to prospective buyers, lessors or workers.
26. The Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's prior consent.
27. During the last three months of this Agreement, or any extended Term of this Agreement, Landlord shall be allowed access to the Premises to display 'To Let' signs and show the Premises to prospective future tenants.

Alterations or Improvements

28. The Tenant shall have the obligation to conduct any construction or remodelling (at Tenant's expense) that may be required to use the Premises.

29. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.
30. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent.
31. At the end of the Term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Agreement.

Taxes

32. Taxes related to the Premises, or its use shall be allocated in the following way:
 - a. Real Estate Taxes- Landlord shall pay all real estate taxes and assessments for the Premises.
 - b. Personal Taxes- Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

Termination upon Sale of Premises

33. Notwithstanding any other provisions in this Agreement, the Landlord may terminate this Agreement upon 28 days' written notice to Tenant that the Premises has been sold.

Event of Default

34. The Tenant will default under this Agreement if any one or more of the following events ('the Event of Default') occurs:
 - a. The Tenant fails to pay the Rent to the Landlord or any amount of it due or within any grace period.
 - b. The Tenant fails to perform any of its obligations under this Agreement or any applicable obligation under the Original Lease.
 - c. The Premises, or any part of it, is completely or partially damaged by fire or other casualty that is due to the Tenant's negligence, wilful act, or that of the Tenant's employee, family, agent, or guest.
 - d. The Tenant abandons the Premises or any part of the Premises.
 - e. The Tenant uses the Premises for any unpermitted or illegal purposes.
 - f. The Tenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Tenant.
 - g. Any other event of default provided by Federal, State or Local Law.

Remedies

35. Upon the occurrence of any Event of Default, the Landlord has any or all the following remedies:

- a. Terminate the Agreement upon any notice required by Federal, State or Local Law and the term will then immediately become forfeited and void.
 - b. The Landlord may perform any obligation of this Agreement or the Original Lease, which the Tenant has failed to perform and seek redress from the Tenant.
 - c. The Landlord may re-enter the Premises or any part of the Premises, and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Premises.
 - d. Any other remedy provided for by Federal, State or Local Law.
36. The exercise, by the Landlord, of one right or remedy will not prejudice the Landlord from exercise further rights or remedies at a future time.
37. Upon the expiration, termination or cancellation of the Original Lease or this Agreement, all obligations of the parties under this Agreement will be extinguished.
38. Any improvements remaining on the Premises upon termination will revert to the Landlord and will be free of any encumbrance at the time of such reversion.

Destruction or Condemnation of Premises

39. If the Premises are partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Premises in a normal manner as intended, and if the damage is reasonably repairable within 60 days after the occurrence of the incident which caused the damage, and if the cost of repairs is greater than 50% of the value of the property, or if the Landlord is prevented from repairing the damage by forces beyond the Landlord's control given their reasonable level of effort, or if the property is condemned, this Agreement shall terminate upon twenty days' notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. The Tenant shall give Landlord timely notice of any damages to the Premises.

Governing Law and Jurisdiction

40. It is the intention of the Parties to this Agreement that the tenancy created by this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Jurisdiction set out in Schedule 1, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

41. If there is a conflict between any provision of this Agreement and Federal, State or Local Law then said law will prevail and such provisions of this Agreement that are inconsistent will be deleted or modified to comply with said law. Further, any provisions that are required by law are incorporated into this Agreement.
42. The Agreement will continue to be valid and enforceable to the extent it is held to be by law.
43. The Tenant will ensure that the Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Premises.

Americans with Disabilities Act Compliance

44. As dictated by the Americans with Disabilities Act (ADA), all businesses that are open to the public or employ fifteen or more people require that the premises be accessible to individuals with disabilities. If the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Landlord.

Subordination of the Lease

45. This Agreement is subordinate to any mortgage that now exists, or may be given later by the Landlord, with respect to the Premises.

Subletting

46. The Tenant will not assign, transfer or sublet the Premises or any part of the Premises without the prior written consent of the Landlord.

Notices

47. All notices from the Landlord to the Tenant will be sent to the address at which the Tenant is to be contacted in Schedule 1.
48. All notices from the Tenant to the Landlord will be sent to the address at which the Landlord is to be contacted in Schedule 1.
49. All notices to be given under this Agreement will be in writing and will be served personally or sent by certified or registered mail using United States Postal Service.

Disputes during Lease Period

50. If a disagreement arises during the Lease period, the following actions shall take place:
- a. If there is a dispute between the Landlord and Tenant, all Parties agree to attempt to come to an agreement through the use of an agreed upon mediator.
 - b. It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.
 - c. Both parties agree that they shall allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.
 - d. If the parties are unable to come to an agreement with the assistance of the mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before an arbitrator.
 - e. The decision of a court or arbitrator shall be legally binding upon all parties involved.

Early Termination

51. The Tenant may terminate this Agreement prior to the end of the Term.
52. The Landlord shall allow the Tenant to quit or terminate this Agreement by paying a penalty fee equivalent to 2 months' rent. If TENANTS on the upper level END their rental agreement do to noise or disturbance of your business the TENANT will be responsible for any miss payments and LANDLORD may terminate lease agreement.

Heirs and Assigns

53. Tenant may not transfer or assign this Lease or any portion of this Lease to a third party. Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the parties.

No Waiver

54. If Landlord fails to enforce strict performance of any part or sub-part of this Lease, this shall not be construed as a waiver of Landlord's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

Further General Provisions

55. Titles of clauses, sections and schedules will have no effect on the meaning of the agreement.
56. References to the singular includes the plural and vice versa. Any noun may be of either gender as the context requires.
57. At the time of taking possession of the Premises by the Tenant, or within 14 days of such possession, the Landlord will provide the Tenant with an inspection form.
58. In the event of any legal action concerning this Agreement, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court, and such judgment will be entered.
59. Subject to the other provisions of this Agreement, this Agreement constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of the Parties. Any oral representation made at the time of executing this Agreement are not legally valid and, therefore, are not binding upon either party.
60. The Parties have no interest or other ownership in each other.
61. The Parties are not agents for each other.
62. Under no circumstances will this Agreement be construed as creating a partnership or joint venture between the Parties to this Agreement.
63. If the Tenant is under the age of 18, the Tenant's legal guardian or parent guarantees and agrees to perform all the terms, covenants and conditions of this Agreement by affixing their signature below.
64. Each signatory to this Agreement acknowledges receipt of an executed copy of this Agreement.

Schedule 1

Date	04-15-2026
Name of Landlord	Izaguirre Rentals LLC / Yonni Izaguirre
Name of Tenant	Caribbean Bar and Grill LLC / Emilio Pardon
Address of the Premises	1267 26 th AVE Columbus NE, 68601
Rent	

	\$1000
Rent payment to be made on 15th of every month	Personal APP / Cash
Deposit Amount	\$1000
Lease Start Date	04/15/2026
Lease End Date	05/01/2029
Address at which the Landlord is to be contacted	2554 18 th Ave. Columbus, NE 68601
Address at which the Tenant is to be contacted (if left blank, assumed to be Leased Premises)	1426 West 2 nd Street, Hastings Nebraska
Percentage Annual Rental Increase	10%
State of Jurisdiction	Nebraska
Agreement Date	4/15/2026
Square Footage of Premises	
Rent Per Square Foot	
Tenant's Required Minimum Insurance	Personal Property INS

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the Agreement Date as specified in Schedule 1.

Yonni Izaguirre

Landlord

Emilio Pardon

Tenant

Witness

Tenant