

# **City of Scottsbluff, Nebraska**

**Monday, November 16, 2015**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing at 6:05 p.m. to consider a Class C liquor license application from The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway, Scottsbluff.**

**Minutes: At the November 12, 2015 Liquor License Investigatory Board Meeting, the board approved the following recommendation: Moved by Kuckkahn, seconded by Larson, "to forward a positive recommendation to the City Council regarding the Stomping Ground LLC DBA Shots Bar & Grill liquor license application," "YEAS, Knight, Larson, Scriptor, Spencer, Kuckkahn, Stobel. NAYS, None, Absent: Halley, Houdyshell.**

**Staff Contact: Cindy Dickinson, City Clerk**

**Agenda Statement**

Item No.

For meeting of: November 16, 2015

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class C Liquor License for The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** Applicant

**SUMMARY EXPLANATION:**

**BOARD/COMMISSION RECOMMENDATION:**

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

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**EXHIBITS**

Resolution       Ordinance       Contract       Minutes       Plan/Map

Other (specify)       Application, Memorandums, Exhibits

- Exhibit #1 – Application of The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway, Scottsbluff, NE 69361.
- Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2002
- Exhibit #3 – Written Statement of Police Chief
- Exhibit #4 – Written Statement of City Clerk
- Exhibit #5 – Written Statement of Planning Administrator

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**NOTIFICATION LIST:** Yes  No  Further Instructions

The Stomping Ground LLC dba Shots Bar & Grill  
1722 Broadway  
Scottsbluff, NE 69361

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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

*Training Required* ✓

|   |                                 |                     |
|---|---------------------------------|---------------------|
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| <b>NEBRASKA LIQUOR<br/>CONTROL COMMISSION</b> |                                 |                     |
| Hot List: YES/NO <i>NO</i>                    | New/Replacing # <i>110035</i> ✓ |                     |
| Class Type <i>C</i>                           | <b>115404</b>                   | Initial <i>JM</i> ✓ |

*TOP* ✓  
*Approved*

Applicant name *The Stomping Ground LLC Members: Eugene Brown Jr, Chad Leeling.*

Trade name *Shots Bar & Grill*

Previous trade name *N/A*

Contact email address *eugene brown 442 @ yahoo. 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.

*crim hist reported on application*


*147 submitted* ✓

*10-21-15 entered into database  
10-27-15 Ag & FM reports sent  
NSP & local reports sent*  
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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

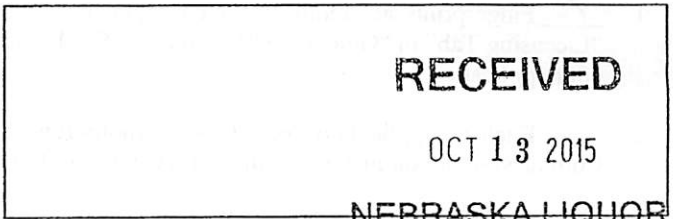
*Pay Port \$400 receipt enclosed*

|                                       |  |
|---------------------------------------|--|
| Office use only                       | <br>1500023291 |
| PAYMENT TYPE <i>No fees submitted</i> |  |
| AMOUNT: _____                         |  |
| Received: _____                       |  |

FORM 100  
REV MAY 2015  
PAGE 1

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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



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

**RETAIL LICENSE(S)**

Application Fee: \$400 (nonrefundable)

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

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

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

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

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

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

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name N/A Phone number: N/A  
Firm Name N/A

1.  Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/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 [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport).
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. *N/A* If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6.  *Sent with Temporary* 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. *N/A* 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. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>
10.  Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
11.  Submit a copy of your business plan.

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

*[Signature]*  
 Signature

*9-28-15*  
 Date

*sent email for info  
 10-21-15*

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**PREMISES INFORMATION**

Trade Name (doing business as) The Stamping Ground LLC DBA Shots Bar & Grill

Street Address #1 1722 Broadway

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

City Scottsbluff County Nebraska Zip Code 69361

Premises Telephone number 308-225-3433

Business e-mail address <egenebrown142@yahoo.com>

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

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

Name Chad Lee Ling

NEBRASKA LIQUOR CONTROL COMMISSION

Street Address #1 525 W 32nd St

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

City Scottsbluff State NE Zip Code 69361

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

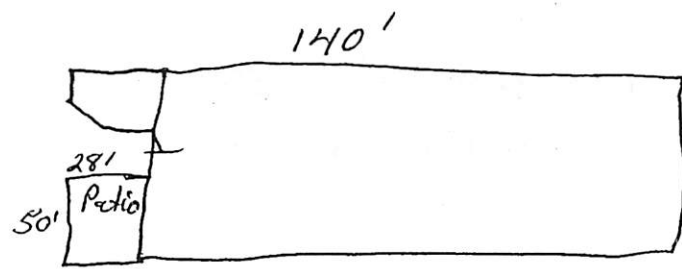
**READ CAREFULLY**

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 140' x width 50' in feet  
Is there a basement? Yes  No \_\_\_\_\_ If yes, length 140' x width 50' in feet  
Is there an outdoor area? Yes  No \_\_\_\_\_ If yes, length 12' x width 28' in feet

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



one story building  
approx 50 x 140  
50' including  
basement and  
outdoor area  
approx 12 x 28

**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                        |
|-------------------|----------------------------------|--------------------------------|--------------------------------------|------------------------------------|
| Chad Zeeling      | N/A                              | CO, NE, WY                     | I can only recall Traffic Violations |                                    |
| Chad Zeeling      | N/A <sup>over 18 years ago</sup> | CO                             | MI P                                 | RECEIVED                           |
| Chad Zeeling      | 10/?/2014                        | NE                             | NO Insurance                         |                                    |
|                   |                                  |                                |                                      | OCT 13 2015                        |
|                   |                                  |                                |                                      | NEBRASKA LIQUOR CONTROL COMMISSION |

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

YES  NO

If yes, give name of business and liquor license number So. of Tail Hospitality 110035

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 - not purchasing from seller see #7

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

YES  NO

If yes, give name and license number Dented Fender Bar & Grille 110035

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.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) \_\_\_\_\_

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

YES  NO

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. *see lease #13*

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)

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

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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.

*Valley Bank Chad Keeling, Eugene D Brown Jr.*

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.

*N/A*



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:

*Training*

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|----------------|--|
| Chad Leeling   | N/A            | Colorado Battending Academy<br>5777 E Evans, Ave Denver, CO    |
|                |                |  |

For list of NLCC certified training programs see: [www.lcc.ne.gov/traininginfo.html](http://www.lcc.ne.gov/traininginfo.html)

Experience:

| Applicant Name/Job Title | Date of Employment: | Name & Location of Business    |
|--------------------------|---------------------|--------------------------------|
| Chad Leeling/MGR         | 02/15               | Oregon Trail Lounge Gering, NE |
| Chad Leeling/MGR         | 05/2006             | Sunbyard Bar Lodge Pole, NE    |
| Chad Leeling             | 06/2010             | Pond Scottsbluff/Gering, NE    |

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date Sept 30, 2020  
 Deed  
 Purchase Agreement

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14. When do you intend to open for business? Oct 15, 2015

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15. What will be the main nature of business? Food & Beverage

16. What are the anticipated hours of operation? 11AM to 1:00 AM

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 FROM | YEAR TO | SPOUSE: CITY & STATE          | YEAR FROM | YEAR TO |
| Eugene Brown Bridgeport NE   | 1975      | Present |                               |           |         |
| x Chad Leeling Scottsbluff NE  | 2005      | 2009    | Aurora, CO Parker, CO         |           |         |
| Chad Leeling   | 2009      | 2014    | Gering, NE Scottsbluff, NE    |           |         |
| Chad Leeling   | 2014      | 2015    | M. nature, NE Scottsbluff, NE |           |         |

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>

Eugene D Brown Jr  
Signature of Applicant

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

Eugene D Brown Jr  
Print Name

\_\_\_\_\_  
Print Name

Chad L Seeling  
Signature of Applicant

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

Chad L Seeling  
Print Name

\_\_\_\_\_  
Print Name

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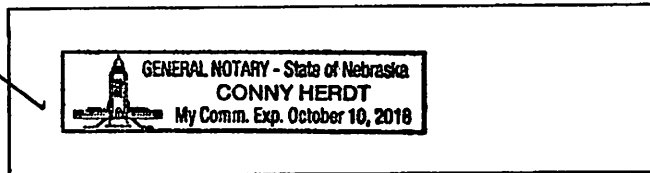
**NEBRASKA LIQUOR CONTROL COMMISSION**

ACKNOWLEDGEMENT

State of Nebraska  
County of Scotts Bluff  
Oct. 12, 2015  
date

The foregoing instrument was acknowledged before me this  
Eugene D. Brown Jr  
by Chad L Seeling  
name of person(s) acknowledged (individual(s) signing)

Conny Herdt  
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.

SCOTT BLUFF COUNTY NEBRASKA  
REGULAR MEETING - 11/16/2015

**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                            |
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**MUST BE:**

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: The Stomping Ground LLC

Premise information

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

Premise Trade Name/DBA: Shots Bar and Grill

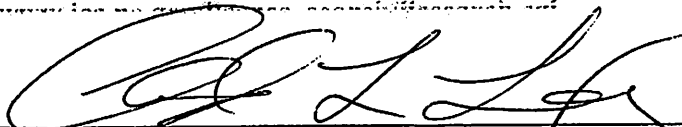
Premise Street Address: 1722 Broadway

City: Scottsbluff, NE County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-225-3433

Email address: Chad.Leeling@yahoo.com

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



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

voter reg - BC - 147 - signed

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Leeling First Name: Chad MI: 2

Home Address (include PO Box if applicable): 525 W 32nd St

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 308-225-3433 Business Phone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: 7-7-76 Place Of Birth: Scottsbluff

Email address: Chad.Leeling@yahoo.com

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

YES

NO

Not Married

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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 |
|-------------------------------|-------------|-------------|--------------|-----------|---------|
| <u>Aurora, CO</u>             | <u>2002</u> | <u>2009</u> |              |           |         |
| <u>Scottsbluff/Gering, NE</u> | <u>2009</u> | <u>2014</u> |              |           |         |
| <u>Minatare, NE</u>           | <u>2014</u> | <u>2015</u> |              |           |         |
| <u>Scottsbluff, NE</u>        | <u>2015</u> | <u>2015</u> |              |           |         |

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**MANAGER'S LAST TWO EMPLOYERS**

| YEAR FROM TO |      | NAME OF EMPLOYER | NAME OF SUPERVISOR | TELEPHONE NUMBER |
|--------------|------|------------------|--------------------|------------------|
| 2010         | 2015 | Menards          | Kurt Marshall      | 308-630-0054     |
| 2010         | 2015 | Oregon trail     | Kent Fwing         | 308-672-3915     |

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

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

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

YES       NO

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

| Name of Applicant | Date of Conviction (mm/yyyy) | Where Convicted (City & State) | Description of Charge | Disposition                       |
|-------------------|------------------------------|--------------------------------|-----------------------|-----------------------------------|
| Chad Leeb         | N/A                          |                                | only Traffic          |                                   |
| Chad Leeb         | Over 18 years 250            | Douglas County, Neb            | MIP                   | <b>RECEIVED</b>                   |
|                   |                              |                                |                       | OCT 13 2015                       |
|                   |                              |                                |                       | NEBRASKA LIQUOR CONTROL COMMISSIO |
|                   |                              |                                |                       |                                   |

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: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

*training required*

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|----------------|--|
| Chad Leeling   | 2005           | Bartending College of Denver                                   |
| Chad Leeling   | 2015           | will take next Available course                                |
|                |                |  |
|                |                |  |
|                |                |  |
|                |                |  |

\*For list of NLCC Certified Training Programs see

Experience:

| Applicant Name / Job Title | Date of Employment: | Name & Location of Business: |
|----------------------------|---------------------|------------------------------|
| Chad Leeling               | 01-01-10            | OREGON Trail Lounge          |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
|                            |                     |                              |
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5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

*147 Submitted*

**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.

[Handwritten Signature]  
Signature of Manager Applicant

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

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OCT 13 2015

**NEBRASKA LIQUOR CONTROL COMMISSION**

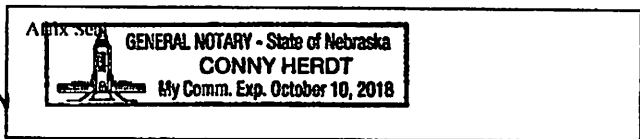
**ACKNOWLEDGEMENT**

State of Nebraska  
County of Scotts Bluff  
Oct. 12, 2015  
date

The foregoing instrument was acknowledged before me this

by Charles D. Deering  
name of person acknowledged

[Handwritten 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.



★ ★ ★ ★ ★ ★ ★ ★

**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.

HOME      POLLING PLACE      PROVISIONAL BALLOT      ABSENTEE BALLOT      Select Language

## Registrant Search Information

### Registrant Detail

**Name:** Chad Lee Leeling  
**Party:** Nonpartisan  
**Polling Place:** Un-L Panhandle Station  
 4502 Ave. I  
 Scottsbluff, NE 69361

### Districts

| DISTRICT NAME                  | DISTRICT TYPE                  |
|--------------------------------|--------------------------------|
| Scottsbluff Public Schools     | School District                |
| Western Com College Dist 5     | Community College District     |
| U.S. Congressional District 3  | U.S. Congressional District    |
| Appeals Court Judge Dist 6     | Judge of Appeals Court Dist.   |
| County Judge Dist 12           | Judge of County Court Dist.    |
| District Judge, Dist 12        | Judge of District Court Dist.  |
| Supreme Court Judge Dist 6     | Judge of Supreme Court Dist.   |
| Legislative District 48        | Legislative District           |
| North Platte NRD SubD 1        | Natural Resources District     |
| Nebraska PPD SubD 5            | Public Power District          |
| PSC District 5                 | Public Service Comm District   |
| Board of Regents District 7    | Board of Regents               |
| Roosevelt PPD                  | Public Power District          |
| ESU 13 District 5              | ESU District                   |
| County Airport Authority       | Airport Authority              |
| County Commissioner District 2 | County Board (Commiss./Superv) |
| State Board of Education Dist7 | State Board of Education       |

*OK*

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

Office Use

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

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: Chad Leeling

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

The Stomping Ground LLC

LLC Address: 311 G St

City: Bridgeport State: NE Zip Code: 69336

LLC Phone Number: 308-225-3433 LLC Fax Number: N/A

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

Last Name: Leeling First Name: Chad MI: L

Home Address: 525 W 32nd St City: Scottsbluff

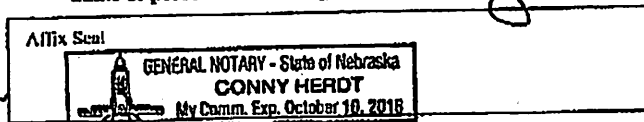
State: NE Zip Code: 69361 Home Phone Number: 308-225-3433

[Signature]  
Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Scottsbluff  
Date Oct. 21, 2015  
The foregoing instrument was acknowledged before me this  
by Chad Leeling  
name of person acknowledge

[Signature]



FORM 102  
REV JUNE 2015  
Page 1 of 4

PAGE 02/02 MONEYWISE OFFICE SUP 3086413509 00:58 10/21/2015

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

Last Name: Brown First Name: Eugene MI: D  
Social Security Number: \_\_\_\_\_ Date of Birth: 2/15/61  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: N/A Date of Birth: N/A  
Percentage of member ownership 50%

*signed*  
*BC*  
*voter reg*  
*147*

Last Name: Leeling First Name: Chad MI: L  
Social Security Number: \_\_\_\_\_ Date of Birth: 7-7-26  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: N/A Date of Birth: N/A  
Percentage of member ownership 50%

*signed*  
*BC*  
*voter reg*  
*147*

~~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 \_\_\_\_\_~~

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NEBRASKA LIQUOR CONTROL COMMISSIO

~~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 Ending Date: December

Is this a Non Profit Corporation?

YES  NO

If yes, provide the Federal ID #.

\_\_\_\_\_

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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.

Articles

# STATE OF NEBRASKA

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

Secretary of State  
State Capitol  
Lincoln, Nebraska

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

## THE STOMPING GROUND LLC

a Limited Liability Company filed a Certificate of Organization on August 20,  
2015.

I further certify that attached is a true and correct copy of the above  
mentioned Certificate of Organization.

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

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NEBRASKA LIQUOR  
CONTROL COMMISSION

In Testimony Whereof,



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

August 20, 2015

*John A. Gale*  
Secretary of State

# Articles

## NEBRASKA CERTIFICATE OF ORGANIZATION

### ARTICLE 1

The name of this Limited Liability Company is: The Stomping Ground LLC

### ARTICLE 2

This LLC has an initial Registered Agent of:

Eugene Brown

Name

311 G St.

Street Address

Bridgeport, NE 69336

City, State Zip

NE Sec of State John A Gale - CORP CRTD  
1001353725 Pgs: 1  
THE STOMPING GROUND LLC  
Filed: 08/20/2015 04:01 PM

### ARTICLE 3

The designated office address of the Limited Liability Company is:

311 G St.

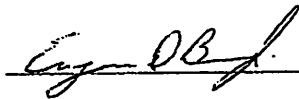
Bridgeport, NE 69336.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization.

This 17 day of July, 2015

Eugene Brown

Name Printed



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CONTROL COMMISSION

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a. The initial "Term" of this Lease shall begin on October 1, 2015 and shall continue for a period of five (5) years thereafter, ending on September 30, 2020. Provided, however, this Lease shall automatically terminate on the date of Closing, and neither party shall be liable for the remainder of the initial Term, if the Tenant exercises its "Option to Purchase" set forth below and purchases the Real Estate and Equipment during the initial Term.

2. Term:

1. Leased Property: The Owner leases to the Tenant the Real Estate, along with the Equipment currently located at the Real Estate and used in operation of the bar and restaurant at the Real Estate. The Tenant acknowledges that it has inspected the Real Estate and Equipment, and that the Real Estate and Equipment are in satisfactory condition and suitable for use. Tenant accepts the Real Estate and Equipment "AS IS" and without modification or repair from the Owner, unless otherwise agreed to in writing by the Owner.

Leases:

below.

IV. Wherefore the parties enter into this Lease according to the terms and conditions

Owner to the Tenant, under the terms and conditions below, with an option for the Tenant to purchase the Real Estate and Equipment under terms and conditions below.

III. Tenant and Owner desire to lease the Real Estate and the Equipment from the Owner to the Tenant, under the terms and conditions below, with an option for the Tenant to purchase the Real Estate and Equipment used to operate the bar and restaurant at the Real Estate and currently located at 18<sup>th</sup> Street Bar & Grille, LLC owns the furniture, fixtures, and equipment (the "Equipment") used to operate the bar and restaurant at the Real Estate and currently located at

Bluff County, Nebraska.  
Lots 1 and 2, Block 3, Original Town Addition to the City of Scottsbluff, Scotts

bluff, NE 69361, legally described as follows (the "Real Estate"):  
I. 3A Rentals, LLC owns the real estate located at 1722 Broadway, Scottsbluff, NE

Recitals:

This Lease Agreement ("Lease") is signed by and between 18<sup>th</sup> Street Bar & Grille, LLC - Asses  
and 3A Rentals, LLC (collectively the "Owner" whether one or more) and Stomping Ground,  
LLC (the "Tenant").

LEASE AGREEMENT

COPY

COPY

#13  
Asses  
only

Owner of Building

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ordinance, statutes, or law. operate in a manner that constitutes a nuisance under any State or City government rule, Lease. Tenant shall not use the Real Estate or Equipment for any other purpose, and shall not material laws, rules, regulations, or orders shall be considered default of the Tenant under this maintaining a liquor license with the State of Nebraska. Failure of the Tenant to observe any rules, regulations, or orders related thereto, including but not limited to obtaining and operation of a bar and restaurant. The Tenant is solely responsible for complying with all laws, 5. Use and Operation: The Real Estate and Equipment is leased to the Tenant for the

4. Deposit: On or before October 1, 2015, the Tenant shall provide an eleven-thousand seven-hundred dollar (\$11,700) "Deposit" to the Owner. The Deposit shall be non-refundable.

initial Term starting October 1, 2015.

3. Rent: During the first year of this Lease, the Tenant shall pay "Rent" in the amount of two-thousand dollars (\$2,000) per month, due and payable on October 1, 2015 and on the first calendar day of each month thereafter. On October 1, 2016, the "Rent" shall increase to the amount of two-thousand five-hundred dollars (\$2,500) per month, due and payable on October 1, 2016 and on the first calendar day of each month thereafter. For each month Rent is due and unpaid by the end of the fifth calendar day, the Tenant shall pay an additional four-hundred dollar (\$400) late fee to the Owner. All prorations provided in this Lease shall be based upon the

or access.

d. Owner agrees that if Tenant is not in default of this Lease, the Tenant shall peacefully hold and enjoy the Real Estate and Equipment without material hindrance or disruption by the Owner during the Term of this Lease. Owner shall have the right to inspect the Real Estate and Equipment during regular business hours or at such other times as the parties agree. The Tenant shall not change the locks, passwords, or other access codes without first notifying the Owner and providing the Owner keys, passwords, or access.

c. Except as provided in subparagraph 2.b above, the Tenant shall not be allowed any other extensions and shall not be allowed to hold-over after the initial Term. Any operations of the Tenant under this Lease after September 30, 2020 (unless duly extended hereunder) shall be considered a trespass. Tenant shall peacefully yield the Real Estate and Equipment to the Owner upon the expiration of the Term, in such condition as the Real Estate and Equipment existed at the beginning of the Term, reasonable wear and use excepted.

b. The Tenant shall have the right to extend this Lease for a period of twelve (12) months, beginning at the end of the initial Term and under the same terms and conditions of this Lease. The Tenant can extend this lease by notifying the Owner in writing of its intent to extend this Lease within ninety (90) calendar days before September 30, 2020.

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COPY

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In addition to the Equipment contemplated by this Lease, the Tenant shall be allowed to purchase, use, keep, and maintain any other stock in trade, fixtures, or inventory the Tenant desires for operation under this Lease. Such stock in trade, fixtures, or inventory shall be the Tenant's property and the Tenant shall be solely responsible for

c. The Tenant shall have the sole obligation to maintain, clean, repair, or replace all the Equipment and shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance, cleaning, and inspection of the Equipment.

b. Except as provided in paragraph 9 below, the Tenant shall have the sole obligation to make and pay for all repairs, cleaning, and maintenance to the interior or exterior of the Real Estate, including keeping all of the Owner's sidewalks or landscaping in good repair. The Tenant shall regularly schedule maintenance or cleaning of the Real Estate and shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance and cleaning of the Real Estate.

8. Repair, Maintenance, and Alterations: During the Term of this Lease:

7. Utilities: Tenant shall pay all water, trash, or sewer charges assessed or billed by the City of Scottsbluff, Nebraska during the initial Term of this Lease. Tenant shall likewise pay all electricity, gas, fuel, telephone, satellite, internet, cable, or other utilities assessed or billed for use of the Real Estate under this Lease.

c. Real estate taxes and personal property taxes assessed on the Real Estate or the Equipment for the 2020 calendar year shall be prorated to September 30, 2020, and the Tenant shall pay the Owner its prorated share of the 2020 calendar year (12) months under subparagraph 2.b above, taxes for the 2020 calendar year shall be paid by the Tenant, taxes for the 2021 calendar year shall be prorated to September 30, 2021, and the Tenant shall pay the Owner its prorated share of the 2021 taxes before September 30, 2021.

b. Real estate taxes and personal property taxes assessed on the Real Estate or the Equipment for the 2015 calendar year shall be prorated to October 1, 2015, and Tenant shall pay the Owner its prorated share of the 2015 taxes by May 1, 2016.

a. Tenant shall pay all real estate taxes and personal property taxes assessed on the Real Estate or the Equipment. Owner shall notify Tenant of all taxes assessed on the Real Estate or the Equipment, and Tenant shall pay the Owner the amount of taxes assessed before any of the taxes become delinquent.

6. Taxes:

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If the costs and expenses to repair such damages do not exceed 5% of the "Purchase Price" described in paragraph 12 of this Lease, the Owner shall not have the option to terminate this Lease and keep all proceeds or payments, but

If the Owner elects to repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, the parties shall adjust the Rent equitably until the damage can be fully repaired.

In the case of any damage to the Real Estate or Equipment which materially prevents the Tenant from continuing gainful operations contemplated by this Lease, the Owner reserves the option to (1) repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, or (2) terminate this Lease and keep all proceeds or payments received under such insurance policies.

If the Tenant fails to properly maintain and keep such insurance described in subparagraphs 9.a and 9.b above, the Owner shall have the right, at its option, to procure such insurance policies and to pay the premiums charged. Any amounts paid by the Owner under this subparagraph shall be charged to the Tenant and due and payable by the Tenant when the next monthly installment of Rent is due and payable.

Purchase and maintain during the Term of this Lease (or any extension thereof) commercial general liability insurance coverage, with limits of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) in the aggregate. Before October 1, 2015, the Tenant shall provide the Owner with a certificate of such insurance showing the Owner as an additional insured and that any cancellation or reduction of insurance must occur after a thirty (30) day written notification.

Purchase and maintain during the Term of this Lease (or any extension thereof) property insurance coverage on the Real Estate and the Equipment for the full replacement value thereof. Before October 1, 2015, the Tenant shall provide the Owner with a certificate of such insurance showing the Owner as a loss payee of any proceeds or payments thereunder and that any cancellation or reduction of insurance must occur after a thirty (30) day written notification.

Insurance and Damage: The Tenant shall:

The Tenant shall not make any alterations or additions to the Real Estate or the Equipment without first obtaining the written consent of the Owner, which may be given via email and which shall not be unreasonably withheld.

The Tenant shall not make any alterations or additions to the Real Estate or the purchase, maintenance, cleaning, repair, replacement, or loss of the stock in trade, fixtures, or inventory.

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Tenant is responsible, within five (5) calendar days of being due and payable. The failure to pay Rent, or any other expense, bill, or charge for which the

a. Default of the Tenant under this Lease, in addition to other defaults described in this Lease, shall be considered by not limited to:

Default and Remedies:

10

h. In the case of any taking or inverse condemnation of the Real Estate by any State, City, or other governmental entity or public authority, the Rent shall be equitably adjusted to account for the portion of the Real Estate taken or condemned. Provided, however, if the taking or inverse condemnation materially prevents the Tenant from continuing gainful operations contemplated by this Lease, the Tenant shall have the option of terminating this Lease.

g. Notwithstanding any other provision of this paragraph 9, for all damage caused by the fault or negligence of the Tenant or its agents, employees, or contractors, the Owner reserves the option to (1) repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, or (2) terminate this Lease and keep all proceeds or payments received under the such insurance policies.

f. In the case of any damage to the Real Estate or Equipment which does not materially prevent the Tenant from continuing gainful operations contemplated by this Lease, and which is not caused by the fault or negligence of the Tenant or its agents, employees, or contractors, the Owner shall repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, provided the Tenant must pay for and apply the amount of the deductible in the same manner described in subparagraph 9.e above.

e. Notwithstanding any other provision of this paragraph 9, if repair of any damage occurs and if the costs and expenses to repair such damage do not meet or exceed the deductible due under such insurance policies, the Tenant shall be responsible for paying for and repairing any such damage (but may claim a credit against the deductible), unless the damages is caused by the fault or negligence of the Owner. Likewise if the costs and expenses to repair such damage meet or exceed the deductible due under such insurance policies, the Tenant shall first pay the deductible and apply that same amount to the costs and expenses of repair before the Owner is obligated to pay any costs and expenses of repair with the proceeds or payments received.

shall use as much of the proceeds or payments received under such insurance policies to repair the damage (subject to the Tenant's obligation to pay any deductible). Rent shall not be equitably adjusted under this subparagraph 9.d.ii.

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c. The Owner shall not be required to wait until the expiration of the Term in order to collect the amounts to which the Tenant is liable under this paragraph 10. Each right and remedy under this paragraph 10 shall be in addition to any other remedy at law in existence now or in the future.

b. Upon the event of the Tenant's default, and subject to any rights of cure, the Owner may terminate this Lease by giving notice of such termination to the Tenant. In addition, on the date specified in such notice and in the manner provided by the laws of Nebraska then in effect, the Tenant may reenter and regain possession of the Real Estate and Equipment without terminating the Lease. The Owner may choose to re-let the Real Estate or Equipment or any part thereof after reentry or repossession. Upon the date of termination, the Tenant's right to possession of the Real Estate or Equipment shall cease but the Tenant shall not be relieved of any obligations or responsibilities that accrued before the termination date. If the Owner elects to terminate this Lease, the Owner acknowledges an obligation to mitigate its damages by making reasonable and good faith efforts to locate another suitable tenant. To the extent the owner is unable to mitigate its damages, the Tenant shall be liable for the Rent unpaid during the Term of this Lease, less any proceeds the Owner received for the rental of the Real Estate or Equipment during the remainder of the Term. In addition, all costs and fees associated with collecting this amount shall be recoverable by the Owner, including the attorney's fees.

v. The abandonment of the Real Estate and Equipment for a period longer than three (3) months.

iv. The filing by the Tenant or against the Tenant of a petition in bankruptcy, lien against the leasehold interest or part of the Real Estate or Equipment, or the levy of any writ of execution upon the leasehold interest or any portion of the Real Estate or Equipment due to the Tenant's actions, or the appointment of any receiver for the Tenant.

iii. Any unauthorized assignment, sublease, or transfer of this Lease, or any interest under this Lease, by the Tenant.

ii. The material violation by the Tenant of any provision of obligation of this Lease, provided the Tenant shall be given thirty (30) days' written notice of such violation and an opportunity to cure such violation within that thirty (30) day period. If default cannot be cured within such thirty (30) day period, the time in which to cure default may be extended for a reasonable time (but not more than and additional thirty (30) days) if the Tenant shows good faith and diligent efforts to cure default.

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and three-hundred dollars (\$378,300).

c. The "Purchase Price" of the Option shall be three-hundred seventy-eight thousand person or entity until the Tenant cures such default.

b. The Owner shall not offer the Real Estate or Equipment for sale to any other person or entity other than the Tenant until after the Option Date, provided the Tenant is not in default or this Lease has not been terminated. If the Tenant is in default, the Owner shall have the right to offer the Real Estate and Equipment for sale to any other person or entity until after the Option Date, provided the Tenant is in default, the Tenant exercises the Option but through no fault of the Owner is unable to close the sale by the Closing date set forth in the Real Estate Purchase Agreement, this Option shall terminate on the Closing date and the Tenant shall thereafter have no ability to exercise this Option, unless otherwise agreed upon by the parties in writing.

a. Regardless of any extensions of this Lease, the Tenant must exercise the Option on or before September 30, 2020 (the "Option Date") by delivering a written intention to exercise the Option and a signed copy of the attached Real Estate Purchase Agreement marked as "Exhibit A" and incorporated herein by reference. The Option shall remain valid and open until the Option Date, provided this Lease has not been terminated or the Tenant is not in default. If the Tenant is in default, the Option shall not be capable of exercise until the Tenant cures any such default. If the Lease is terminated before the Tenant exercises the Option, the Option shall terminate as well. If the Tenant attempts to exercise this Option but through no fault of the Owner is unable to close the sale by the Closing date set forth in the Real Estate Purchase Agreement, this Option shall terminate on the Closing date and the Tenant shall thereafter have no ability to exercise this Option, unless otherwise agreed upon by the parties in writing.

12. Option to Purchase: The Owner hereby grants the Tenant an option to purchase (the "Option") the Real Estate and Equipment under the following terms and conditions:

11. Assignment and Subleasing: The Tenant shall not assign or sublease the whole or any part of this Lease or the Real Estate or Equipment without first obtaining written consent of the Owner, which consent shall be unreasonably withheld.

e. In addition to all other remedies set forth above, both parties shall have the right to suspend performance under this Lease if the defaulting party does not cure a material breach of the Lease during the time in which the Lease is suspended under this subparagraph.

d. In the event of any material default of the Owner, including but not limited to the failure to tender possession or the failure to materially comply with the terms of this Lease, the Tenant has no right to termination until the Owner is given notice of the default and at least thirty (30) days after receipt of the notice to cure the default. Provided, however, if the default cannot be cured within thirty (30) days, the time in which to cure shall be reasonably extended if the Owner is taking good faith and diligent action to effect cure.

*Lease*

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16. Personal Guarantees: The Tenant covenants that Eugene Delano Brown and Chad Lee Leeling are the sole members or managers of the Tenant. Upon the execution of this Lease, Eugene Delano Brown and Chad Lee Leeling shall execute the attached Personal Guarantees marked as "Exhibit B" and incorporated herein by reference. Failure to execute such Personal Guarantees shall make this Lease null and void.

15. Commission: All parties covenant that this Lease was directly negotiated between them and that no broker was involved in bringing about this Lease. No claim of a broker's fees shall be made by any party.

Stomping Ground, LLC  
Chad Lee Leeling  
525 West 32<sup>nd</sup> Street  
Scottsbluff, NE 69361

OR

Stomping Ground, LLC  
Eugene Delano Brown  
311 G. Street  
Bridgeport, NE 69336

c/o Eldon Anthony  
2305 17<sup>th</sup> Street  
Gering, NE 69341

a. If to Owner:  
b. If to Tenant:

14. Notices: Notices, demands, or requests to be given under this Lease shall be in writing, sent by regular mail, and deemed properly given on the date mailed if mailed to the addresses described below:

13. Covenants and Agreements: All covenants and agreements of this Lease shall accrue to the benefit of and be binding upon the respective parties hereto, and to their successors or assigns. This Lease shall be deemed valid and enforceable and shall be governed by the laws of the State of Nebraska.

d. If the Tenant exercises the Option, this Lease shall be terminated on Closing but shall remain in full force and effect until Closing. All Rent for the month of Closing shall be prorated per day and the amount of Rent for the remainder of the month shall be reimbursed to the Tenant or allocated in a settlement statement at Closing.

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g. All parties to this Lease are validly formed limited liability companies in good standing with the State of Nebraska. All signatories for each party has the power and authority to sign on behalf of the party.

f. This Lease shall only be terminated for reasons and causes expressly set forth in this Lease. Any terms and provisions of this Lease which requires performance after the termination shall survive the termination.

e. All parties agree to take all actions and sign all agreements or documents necessary to effectuate this Lease, and Owner hereby agrees to provide any maintenance advice if requested by the Tenant.

d. This Lease is binding on the heirs, personal representatives, successors and permitted assigns of the parties hereto. All attached exhibits and schedules are made a part of this Lease by reference.

c. This Lease supersedes and replaces all prior agreements, understandings and representations and constitutes the entire agreement, understandings, or concerning the subject matter hereof, there are no other agreements, understandings, or representations, whether written or oral, by or between the parties in connection with the subject matter addressed herein. This Lease may be modified only by a written instrument signed by all parties hereto. This Lease may be executed in counterparts.

b. If for any reason whatsoever, any one or more of the provisions of this Lease shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Lease inoperative, unenforceable or invalid.

a. Failure by either party to insist upon strict compliance with any of the terms, covenants, conditions, rules or regulations hereof shall not be deemed a waiver of such term, covenant, condition, rule or regulation, nor either party's waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further right or power.

Miscellaneous:

17.

*Deane*

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NEBRASKA LIQUOR CONTROL COMMISSION

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Stomping Ground, LLC

By: [Signature] Eugene Delano Brown, Member

By: [Signature] Chad Lee Leeling, Member

Date: 9-8-15

Date: 9/11/15

*REMARK*

3A Rentals, LLC

By: [Signature] Eidon Anthony, Member

By: [Signature] Kathy Anthony, Member

Date: 9-11-15

Date: 9-11-15

*withdrawing only*

18th Street Bar & Grille, LLC

By: [Signature] Eidon Anthony, Member

By: [Signature] Kathy Anthony, Member

Date: 9-11-15

Date: 9-11-15

*in & thru only*

*Deane*

#13

**CHECK LIST****Neb. Rev. Stat. §53-132 (Reissue 2010)**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

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\*OTHER COUNCIL CONCERNS

# Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, Chief of Police  
**Date:** 11/12/2015  
**Re:** Application for Chad Lee Leeling, The Stomping Ground LLC DBA Shots Bar & Grill  
1722 Broadway Scottsbluff, Nebraska License Class C 115404.

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

## COMMENTARY

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

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

A background check was conducted on Chad L. Leeling and Eugene D. Brown as a means to determine their fitness to hold a liquor license. Chad Leeling reported convictions for traffic violations and an MIP that was over 18 years ago. The background revealed that Chad has the following convictions; speeding 2014, no proof of insurance 2014, driving under suspension 2000 and driving under suspension 1999. No record of the MIP Chad reported was found.

Eugene Brown reported not having a criminal history meaning no conviction(s) for any felonies, misdemeanors, violations of federal or state laws; violations of local laws, ordinances or resolutions. During this background investigation we found that Eugene Brown did not have any convictions.

I met with Chad Leeling on November 10, 2015 at 1300 hours at Shots Bar & Grill 1722 Broadway to discuss this license. I asked Chad about his prior experience in the industry. Chad told me that he has 12 years in the restaurant, alcohol business. Chad told me that Eugene Brown also has experience, adding that he is also a "truck driver" and often out of town.

Considering the information gathered I find no reason to believe the applicants are not fit to hold a liquor license.

#### **(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Chad told me that he has attended a 2 week bar tending academy in Colorado. Chad explained that during the bar tending academy 3 to 4 days was spent on recognizing underage customers, how to recognize fraudulent identifications, overserving and security. Chad told me that all of the employees will be required to take the Nebraska State Patrol's

online training within the next three weeks and attend one of Trooper Otto's future trainings. Chad told me that Eugene and he will also attend the Responsible Beverage Servers Training. Chad told me that anyone selling to a minor would be immediately terminated, and then the entire staff may be retrained. Chad told me that they have an employee meeting on every Sunday at 07:00 pm where they discuss what is expected. Chad told me that he would not tolerate any violations.

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

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

Chad Leeling reported that the business has a locked room in the basement of the business that is used to store the alcohol. Chad stated that Kelsey Carver, his bar manager and he will conduct an inventory at least weekly. Chad stated that he is still working to set his registers to help in the inventory process.

The applicant stated that the business does have video cameras on the interior of the business that run all of the time as well as on site security personnel. Chad told me that anytime the bar is open there will be someone dedicated to security. Chad added that on Wednesday, Friday, and Saturday they will have four dedicated security personnel working. Chad said that security, the bartenders and the alcohol servers will all be tasked with checking identifications. Chad said that all customers will be asked to provide valid identification.

Chad said that he does have a digital calendar that displays the born after date to help his employees determine age. Chad also told me that they have a scanner that will help to determine that identification is valid as well as black lights. Chad said he is interested in a scanner that will assist in identifying under aged customers.

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

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

The establishment will be opened seven days a week from 11:00 am to 1:00 am.

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

**SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 1722 Broadway Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its

location is easily accessible and convenient for customers. I would not anticipate any issues with location.

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

There are no other businesses of this nature in the immediate area.

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

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

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

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 13,000 incidents, not including traffic citations during 2014. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

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

# Memo

**Date:** November 16, 2015  
**To:** Honorable Mayor Meininger and Members of the City Council  
**From:** Cindy Dickinson, City Clerk  
**CC:** Rick Kuckkahn, City Manager  
**Re:** Shots Bar and Grill (C-115404), 1722 Broadway, Scottsbluff, NE

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

**Class of License**

- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class W Wholesale beer
- Catering Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

**Class A Licenses**

**Restaurants**

Pizza Hut of Scottsbluff, Inc.  
Mast Enterprises, Inc. dba Godfather Pizza

726 West 27<sup>th</sup> Street  
2203-07 Broadway

**Total Class A Licenses                  2**

**Class B Licenses**

**Convenience Stores**

**Total Class B Licenses                  0**

**Class C Licenses**

**Restaurants**

El Charrito Restaurant & Lounge, Inc .

802 21<sup>st</sup> Avenue

**Hotel/Motel**

Holiday Inn Express  
Candlelight Inn & Lounge

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

**Taverns/Lounges**

Hight's Tavern  
Silver Saddle Lounge  
Shots Bar and Grill (pending application)  
Bob's Garage & Bar  
Lucky Keno LLC dba FrontSide  
Backaracks Bar & Grille

20 West 18<sup>th</sup> Street  
1901-B 21<sup>st</sup> Ave.  
1722 Broadway  
1907 Broadway  
1001 Avenue I  
1402 East 20<sup>th</sup> St.- Suite B

**Retail**

Racks (Catering)  
Panhandle Cooperative Assn. (Catering)

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

**Clubs**

Elks BPO Lodge 1367

1614 1<sup>st</sup> Avenue

**Bowling Alleys**

Valley Bowl Fun Center

1702 17<sup>th</sup> Ave.

**TOTAL CLASS C LICENSES            13**

**Class D Licenses**

**Grocery Stores**

Safeway of Western Nebraska

601 Broadway

**Convenience Stores**

5<sup>th</sup> & O Eastco  
Scottsbluff Watering Hole  
Big Bats  
Panhandle Coop Assn.  
Git N Split  
Cheema's Gas & Liquor  
Route 26 Mart  
Maverik Stores Inc.,  
La Bamba  
Walgreens

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

**Liquor Stores**

Dermer's  
Liquor Cabinet (Catering)  
Cigarette Chain

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

**Discount/Grocery Stores**

Big Kmart #7024  
Wal-Mart Supercenter #867

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

**TOTAL CLASS D LICENSES            16**

**CLASS I LICENSES**

**Restaurants**

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Rosita's                            | 1205 East Overland                |
| Chili's Grill & Bar                 | 826 West 36 <sup>th</sup> St.     |
| Applebee's Neighborhood Grill & Bar | 2621 5 <sup>th</sup> Avenue       |
| Wonderful House Restaurant          | 829 Ferdinand Plaza               |
| Taco de Oro                         | 2601 Avenue I                     |
| Whiskey Creek Steakhouse            | 1802 E 20 <sup>th</sup> Place     |
| Ole, LLC                            | 1901 East 20 <sup>th</sup> Street |
| Oriental House                      | 1502 E. 20 <sup>th</sup> St.      |
| Emporium Coffeehouse & Cafe         | 1818 1 <sup>st</sup> Avenue       |
| San Pedro Mexican Restaurant        | 23 West 27 <sup>th</sup> St.      |
| Sam & Louie's Pizzeria              | 1522 Broadway                     |
| Taco Town                           | 1007 West 27 <sup>th</sup> St.    |
| Prime Cut                           | 305 West 27 <sup>th</sup> St.     |

**Theater**

**Hotel/Motel**

|                      |              |
|----------------------|--------------|
| Hampton Inn & Suites | 301 W Hwy 26 |
|----------------------|--------------|

**TOTAL CLASS I LICENSES            14**

**Class W Licenses**

**Wholesale**

|                       |            |
|-----------------------|------------|
| High Plains Budweiser | 2810 Ave M |
|-----------------------|------------|

**TOTAL CLASS W LICENSES            1**

**TOTAL LICENSES**

|         |    |
|---------|----|
| Class A | 2  |
| Class B | 0  |
| Class C | 13 |
| Class D | 16 |
| Class I | 14 |
| Class W | 1  |

**TOTAL LICENSES                        46**



# Memo

**Date:** November 16, 2016  
**To:** Honorable Mayor and City Council  
**From:** Annie Urdiales, Planning Administrator, Development Services  
**CC:** Rick Kuckkahn, City Manager  
**Re:** Class "C" Liquor License Application  
The Stomping Ground LLC DBA Shots Bar & Grill  
1722 Broadway  
Scottsbluff, NE 69361  
**Action:**

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

- (1) The property is situated in a C-1 (Central Business District) zoning district where the proposed uses as a restaurant/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The restaurant/tavern operation is not required to have off-street parking in a C-1 District. Several lots located in close proximity to the building provide municipal parking.
- (3) The use of the premise is consistent with the surrounding neighborhood, which is generally commercial in nature. The properties surrounding the subject property are all mercantile uses.
- (4) The property is situated on an arterial street (Broadway).
- (5) Occupancy of the building as a tavern and restaurant would not adversely affect the surrounding neighborhood, as there are no public or private institutions in close proximity to the subject property.
- (6) The existing population of Scottsbluff is approximately 15,039.