

City of Scottsbluff, Nebraska

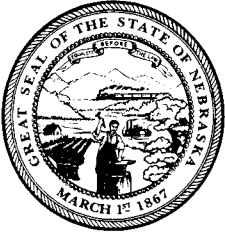
Monday, June 1, 2020

Regular Meeting

Item Public Inp2

Council to discuss and consider action on the change of location regarding the existing Class C Liquor License for The Stomping Ground, LLC dba Shots Bar & Grill from 1722 Broadway to 705 East Overland, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <https://lcc.nebraska.gov>

May 18, 2020

Scottsbluff City Clerk

Dear Clerk;

Please present this request to your board and send us the results of that action.

RE: CHANGE OF LOCATION

LICENSE #: C-115404

LICENSEE:: The Stomping Ground LLC
TRADE NAME: Shots Bar & Grill
CURRENT ADDRESS: 1722 Broadway
CITY/COUNTY: Scottsbluff/Scotts Bluff
PHONE: 308-225-3433

NEW ADDRESS: 705 East Overland

NEW DESCRIPTION: One Story Building Approx 112 x 75

APPROVED: _____ **DENIED** _____ **NO RECOMMENDATION** _____

Sincerely,
TRACY BURMEISTER
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
TB
cc: file

Janice M. Wiebusch
Commissioner

Bruce Bailey
Chairman

Harry A. Hoch
Commissioner

An Equal Opportunity Employer

**APPLICATION FOR CHANGE OF
LOCATION TO LIQUOR LICENSE**

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

RECEIVED

MAY 13 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Application:

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location. This document must read in the name liquor license is issued to, i.e. if license is issued to a corporation must read corporate name
- Must include simple hand drawn sketch of new location, must include outside dimensions in feet (not square feet), showing direction north
NO BLUE PRINTS
- May include approval from the local governing body; new location shall not be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
- Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county); a new application will need to be filed.

LIQUOR LICENSE # 115404 CLASS TYPE C
LICENSEE NAME The Stomping Ground LLC
TRADE NAME SHOTS BAR & Grill
CURRENTLY LICENSED ADDRESS 1722 Broadway
CITY Scottsbluff ZIP CODE 69361 COUNTY Scottsbluff
CONTACT PERSON Chad Leeling
PHONE NUMBER OF CONTACT PERSON 308-225-3433
EMAIL ADDRESS OF CONTACT PERSON Chad.Leeling@yahoo.com

*last measurements
rpts created*



2000004986

*PayPort - 45.00
BR*

FORM 111
REV APR 2015
Page 1 of 3

NEW PREMISE

Street Address #1 705 East Overland

Street Address #2 _____

Zip Code 69361 New Premise Phone Number 308-225-3433

Business e-mail address Chad. Leeling@yahoo.com

MAILING ADDRESS FOR NEW LOCATION

Street Address #1 705 East Overland

Street Address #2 _____

City Scottsbluff State NE Zip Code 69361

1. Describe the new building to be licensed

- ✓ Include sketch of building to be licensed with length & width in feet
- ✓ If outdoor area to be licensed include on sketch with length & width
- ✓ Indicate the direction north
- ✓ Indicate single story building or give number of floors, how many are licensed
- ✓ Indicate if there is a basement to be included in the licensed description

2. Include proof of ownership (must be in the name liquor license is issued under)

- ✓ deed
- ✓ purchase agreement
- ✓ lease; date lease expires 5-5-21

3. Is the new premise location 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).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

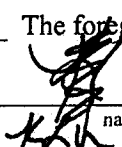
4. When do you expect on moving into the new location? 5-5-20

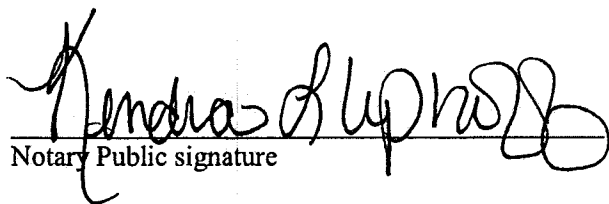
I acknowledge under oath that the premises into which such move is made comply in all respects with the requirements of the act. Neb Rev Stat §53-129

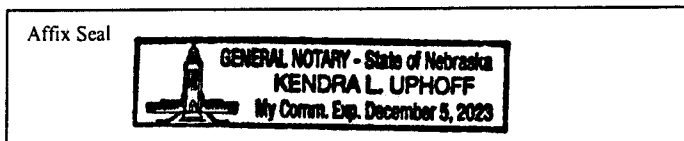

Signature of Licensee or Officer

State of Nebraska
County of Scotts Bluff

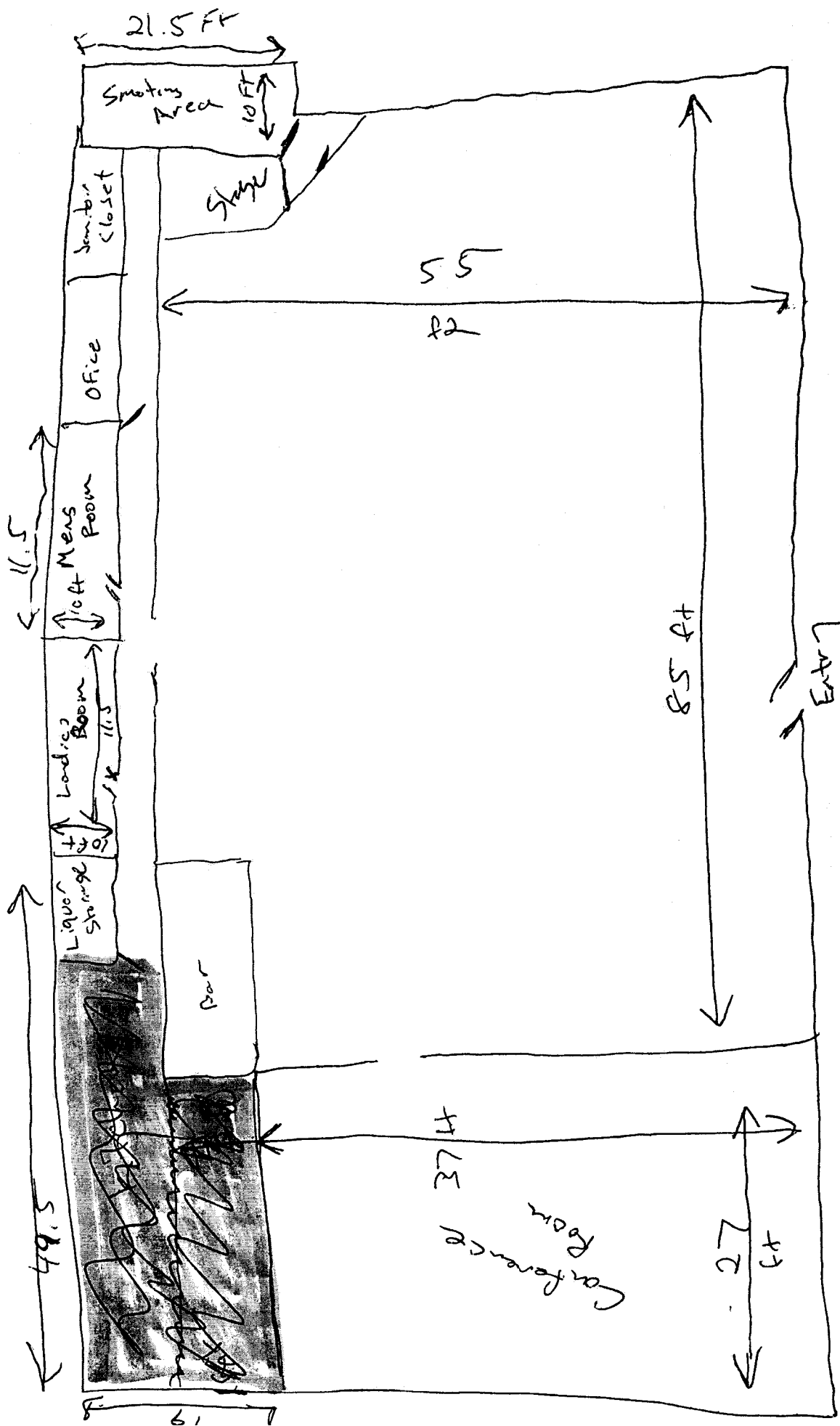
5/12/20
Date

The foregoing instrument was acknowledged before me this
by  Chad Deeling
name of person acknowledged (individual(s) signing document)


Notary Public signature



Shaded Area is kitchen



Inventory

[Signature]

SUSAN MORRIS

5/6/20

Page 1

4,400.80

| | | QTY | | | |
|----|-----------------|-----|---|-----------|---------|
| 1 | Orange Soda | 2 | 2 | 12.33 x 1 | 24.66 |
| 2 | Blue Vodka | 2 | 2 | 23.75 | = 47.5 |
| 3 | Blue Vodka | 1 | 1 | 13.13 | = 13.13 |
| 4 | Blue Vodka | 1 | 1 | 23.88 | = 23.88 |
| 5 | Blue Vodka | 1 | 1 | 29.25 x 1 | 29.25 |
| 6 | Blue Vodka | 1 | 1 | 21.76 | 21.76 |
| 7 | Blue Vodka | 1 | 1 | 9.24 | 9.24 |
| 8 | Blue Vodka | 3 | 3 | 29.30 | 87.9 |
| 9 | Blue Vodka | 1 | | | |
| 10 | Blue Vodka | 1 | | | |
| 11 | Blue Vodka | 6 | 6 | 32.63 | 195.78 |
| 12 | Blue Vodka | 2 | 2 | 21.47 | 42.94 |
| 13 | Blue Vodka | 1 | 1 | | |
| 14 | Blue Vodka | 1 | 1 | 32.23 | 32.23 |
| 15 | UV Orange Vodka | 1 | 1 | 13.45 | 13.45 |
| 16 | UV Blue Vodka | 1 | 1 | 13.45 | 13.45 |
| 17 | UV Vodka | 1 | 1 | | 8.25 |

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SUSANO MORALES. 6/1/20 pag 2

| | | | | | |
|----|---------------------|----|----|-----------|--------|
| 18 | Bombay Dry Gin | 8 | 1 | 27.67 x 1 | 27.67 |
| 19 | Tanqueray Gin | 1 | 1 | 27.34 | 27.34 |
| 20 | Jose Cuervo Gold | 2 | 2 | 21.87 x 1 | 43.74 |
| 21 | Jose Cuervo Silver | 4 | 4 | 21.87 = | 87.48 |
| 22 | Chivas Regal | 1 | 1 | 36.88 | 36.88 |
| 23 | Captain Morgan | 1 | 1 | 21.34 x 1 | 21.34 |
| 24 | Buchanan's 18 | 6 | 5 | 65.92 x 1 | 329.60 |
| 25 | Katua | 0 | 0 | | |
| 26 | Onileys | 1 | 1 | 10.70 x 1 | 10.70 |
| 27 | Amarito | 1 | 1 | 10.0 x 1 | 10.0 |
| 28 | Midori | 2 | 2 | 27.47 x 1 | 54.94 |
| 29 | Hipnotic | 9 | 9 | 28.83 x 1 | 259.47 |
| 30 | Corralejo Ancho | 2 | 2 | 33.30 x 1 | 66.60 |
| 31 | Corralejo Silver | 5 | 5 | 21.67 x 1 | 108.35 |
| 32 | Alta Ball | 10 | 10 | 16.42 x 1 | 164.20 |
| 33 | Buchanan's 12 | 1 | 1 | 16.42 x 1 | 16.42 |
| 34 | Anisocrat Silver | 1 | 1 | 12.75 x 1 | 12.75 |
| 35 | Anisocrat Gold | 1 | 1 | 12.75 x 1 | 12.75 |
| 36 | Montezuma Blue | 0 | 0 | | |
| 37 | Conquistador Gold | 1 | 1 | 40.83 x 1 | 40.83 |
| 38 | Conquistador Silver | 1 | 1 | 29.93 x 1 | 29.93 |
| 39 | Country Club Vodka | 0 | 0 | | |
| 40 | Mccormick Vodka | 0 | 0 | | |
| 41 | 3 Olives Vodka | 0 | 0 | | |
| 42 | Triple sec | 0 | 0 | | |

SUSAN MORALES

page 3

| | | | | | |
|----|--------------------------|----|----|----------------------------|--------|
| 43 | Castillo Rum Silver | 4 | 4 | 10.90 x 1 = | 43.68 |
| 44 | McCormick Gin | 3 | 3 | 8.88 x 1 = | 26.64 |
| 45 | Crown Royal | 2 | 2 | 35.5 = | 71 |
| 46 | Crown Apple | 2 | 2 | 35.5 = | 71 |
| 47 | Malibu | 2 | 9 | 17.25 = | 155.25 |
| 48 | Remi | 4 | 3 | 50.47 x 1 = | 151.41 |
| 49 | Viuda De Sanchez | 2 | 2 | 7.00 = | 14.00 |
| 50 | Don Julio Reposado | 2 | 2 | 45.49 = | 91.80 |
| 51 | Don Julio Añejo | 2 | 1 | 48.17 = | 48.17 |
| 52 | Don Julio Blanco | 5 | 4 | 40.92 = | 163.68 |
| 53 | Don Julio 1942 | 0 | 0 | | |
| 54 | Patron Reposado | 4 | 4 | 39.75 x 1 = | 159 |
| 55 | Patron Añejo | 3 | 3 | 44.25 = | 132.75 |
| 56 | Patron Silver | 5 | 2 | 36.25 x 1 = | 80.5 |
| 57 | Grenadine | 8 | 8 | 4.46 bottle = | 35.68 |
| 58 | Sweet and Sour | 11 | 16 | 3.38 = | 54.08 |
| 59 | Margarita Mix | 30 | 27 | 40.5 case 3.38 bottle = | 91.26 |
| 60 | Grown with Margarita Mix | 29 | 27 | 40.5 case 3.38 bottle = | 91.26 |
| 61 | Pina Colada | 5 | 24 | 40.5 case 3.38 bottle = | 114.92 |
| 62 | Ricard's Orange | | | | |
| 63 | Cranberry | | | | |
| 64 | Sour | | | | |
| 65 | Red Bull | | | | |
| 66 | Pepsi | | | | |
| 67 | Peach Tree | | | 3 x 1 = | 78.78 |
| 68 | Blue Curacao | | | 1 x 1 = | 70.24 |
| | Yennesso | | | 1 x 1 = | 86.5 |
| | Orange | | | | 183 |

BUSINESS LEASE

This lease, dated May 1st, 2020 is between Susano Morales as Lessor, and Chad Leeling-Shots Bar and Grill , as Lessee.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Lessee set forth herein, the Lessor does hereby lease to the Lessee the following described premises situate in the County of Scotts Bluff, in the State of Nebraska. The address of which is 705 E Overland Scottsbluff, Nebraska. Such use shall also include parking spaces on the Property.

Said premises, with all the appurtenances, are leased to the Lessee from the date of May 1st, 2020 until the date of May 1st, 2021 at and for a rental of \$2000.0 per month, on the first (1st) day of each calendar monthly during the term of this lease, payable to the Landlord without notice. SM CK

THE LESSEE, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. The Lessee shall pay the rent for the premises above-described.
2. The Lessee shall, at the expiration of this lease, surrender the premises in as good a condition as when the Lessee entered the premises, ordinary wear and tear excepted. The Lessee shall keep all sidewalks on and around the premises free and clear of ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. The Lessee shall not sublet any part of the premises, nor assign the lease or any interest therein, without the written consent of the Lessor.
4. The Lessee shall use the premises only as a bar & grill faculty, with an active liquor license and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Nebraska, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
5. The Lessee shall neither hold, nor attempt to hold, the Lessor, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Lessor. Notwithstanding any duty the Lessor may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Lessee or any employees, agents, invitees, licensees or contractors, the Lessee

shall bear the full cost of such repair or replacement. The Lessee shall hold Lessor, Lessor's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Lessor's property, or arising in any way out of Lessee's business, which is occasioned by an act or omission of Lessee, its employees, agents, invitees, licensees or contractors. The Lessor is not responsible for any damage or destruction to the Lessee's personal property.

6. The Lessee shall neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Lessor.

7. The Lessee shall obtain and keep in full force, at Lessee's expense, fire and liability insurance as may be reasonably required by the Lessor. Lessee shall provide copies of such insurance policies upon the Lessor's request, and shall name Lessor as an insured thereon. Lessee is responsible to obtain and keep insurance high enough to cover any incident to do happen. In the case of the lessee not having enough coverage to cover for any incident lessors' insurance cannot be used.

8. The Lessee shall allow the Lessor to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS:

9. The Lessee shall be responsible for paying the following: the amount by which the utilities (electric, water, gas and janitorial service) exceed the average monthly utilities from start of rental to finish. In the event the Lessee is responsible for repair of the premises, the Lessee shall be obliged to notify the Lessor of any condition upon the premises requiring repair.

10. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Lessor may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Lessee shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

11. The Lessor acknowledges receipt of a deposit in the amount of 4000.0 be held by the Lessor for the faithful performance of all of the terms, conditions and covenants of this lease. The Lessor may apply the deposit to cure any default under the terms of this lease and shall account to the Lessee for the balance. The Lessee may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.

12. If the Lessee shall be in arrears in payment of any installment of rent, or any portion there of, or in default of any other covenants or agreements set forth in this lease, and the default

17. This lease is made with the express understanding and agreement that in the event the Lessee becomes insolvent, the Lessor may declare this lease ended, and all rights of the Lessee hereunder shall terminate and cease.

18. This Lease shall be subordinate to all existing and future security interests on the premises.

19. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties.

20. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties.

21. This lease shall be binding on the parties, their personal representatives, successors and assigns. When used herein, the singular shall include the plural.

Lessor:
Susano Morales

Lessee:
Chad Leeling
DBA Shots Bar & Grill
The Stomping Ground LLC

By: SUSANO MORALES 05-05-20
Date

By: [Signature] 5-5-20
Date

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 48144690

5/12/2020 03:30 PM

Status:

APPROVED

Customer Name:

Chad leeling

Type:

Visa

Credit Card Number:

**** * 9074

| Items | Quantity | TPE Order ID | Total Amount |
|--|----------|--------------|--------------|
| Change of Location | 1 | 51349946 | \$45.00 |
| License #: 115404 | | | |
| Licensee Name: The Stomping Ground | | | |
| Trade Name (dba): SHOTS | | | |
| Total remitted to the Nebraska Liquor Control Commission | | | \$45.00 |
| Total Amount Charged | | | \$46.12 |

Memo

Date: May 26,2020
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn
Re: Class "C" Liquor License Change of Location Application
Shots Bar & Grill
705 E. Overland
Scottsbluff, NE 69361

Action:

The manager of Shots Bar & Grill has applied for a liquor license change of location in the name of The Stomping Ground LLC.

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 at 705 E. Overland is situated in a C-3 (Heavy Commercial) zoning district where a restaurant/bar/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a Restaurant/bar/tavern in a C-3 (Heavy Commercial) zone are one space per three seats in the establishment. The parking lot has approximately 40 spaces. At this time the Fire Marshal has not established the occupancy load for this establishment.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. To the south and east the properties are zoned C-3 (Heavy Commercial) and to the north and west they are zoned R1a (Single Family Residential).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.