

# **City of Scottsbluff, Nebraska**

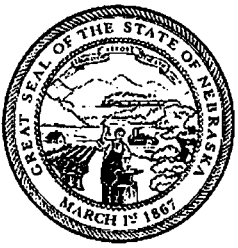
**Monday, June 7, 2021**

**Regular Meeting**

## **Item Public Inp4**

**Council to discuss and consider action on the application for addition to liquor license at Goonies Sports Bar & Grill, LLC d/b/a Goonies Sports Bar & Grill, 1802 E 20th Place, 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 5<sup>th</sup> Floor

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)

May 21, 2021 Tracy

Scottsbluff City Clerk  
2525 Circle Drive  
Scottsbluff, Ne 69361

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: OUTDOOR AREA

**LICENSE #: I-122705**

**LICENSEE: GOONIES SPORTS BAR & GRILL LLC**

**TRADE NAME: GOONIES SPORTS BAR & GRILL**

**ADDRESS: 1802 E 20<sup>TH</sup> PLACE**

**CITY/COUNTY: SCOTTSBLUFF/SCOTTS BLUFF**

**CONTACT NUMBER: 308-765-9859**

**CONTACT PERSON: PAUL GUHN**

**EMAIL: GUHNPAL@GMAIL.COM**

**REQUEST: ADDITION OF OUTDOOR AREA APPROX 50 X 90**

**MAKING THE NEW DESCRIPTION READ: ONE STORY BLDG APPROX 90 X 70  
INCLUDING OUTDOOR AREA APPROX 50 X 90**

**APPROVED** \_\_\_\_\_ **DISAPPROVED** \_\_\_\_\_

Tracy Burmeister  
Licensing Division

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

Office Use

RECEIVED

MAY 20 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**Application:**

- Must include processing fee of \$45.00 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)
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.  
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall 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

LIQUOR LICENSE # 122705 CLASS TYPE I  
LICENSEE NAME GOONIES SPORTS BAR & GRILL LLC  
TRADE NAME GOONIES SPORTS BAR & GRILL  
PREMISE ADDRESS 1802 East 20<sup>th</sup> Place  
CITY Scottsbluff ZIP CODE 68361 COUNTY Scottsbluff  
CONTACT PERSON Paul Guhn  
PHONE NUMBER OF CONTACT PERSON 308-765-9859  
EMAIL ADDRESS OF CONTACT PERSON guhpaul@gmail.com

ck 2965  
45<sup>00</sup> 46



2100005620

FORM 110  
REV JULY 2015  
Page 1 of 2

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3/2

What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

outdoor patio w/ seating area - 6' high chain link fence with  
emergency exit gate & side door entrance to bar

2. Will this addition cause the location to be 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>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

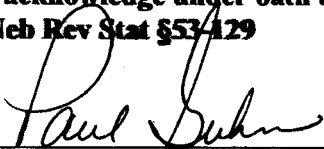
4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

*12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.*

*Rule Chapter 2-012.07*

I acknowledge under oath that the premises as added to 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 \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ Date

by \_\_\_\_\_

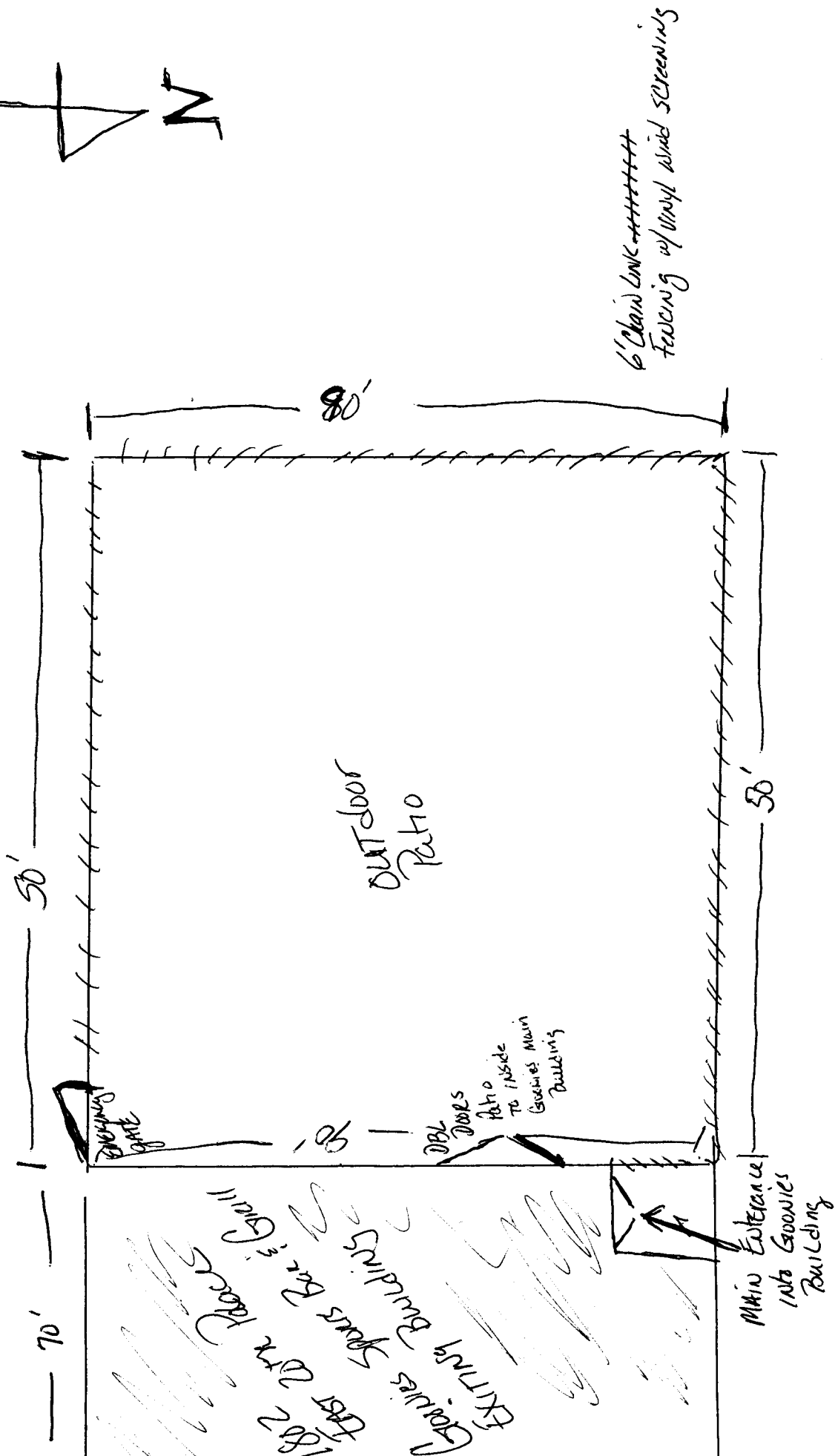
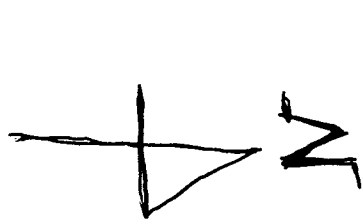
name of person acknowledged (individual(s) signing document)

Affix Seal

Notary Public signature

FORM 110  
REV JULY 2015  
Page 2 of 2

Existing Building Lincense  
is 70' x 90'



Copy

### COMMERCIAL LEASE

THIS LEASE is made as of August 1, 2018, by and between Story, L.L.C., a Nebraska Limited Liability Company ("Owner") and Goonies Sports Bar LLC a Nebraska Limited Liability Company ("Tenant"), and Paul Guhn.

1. **Description of Premises.** Owner leases to Tenant upon the terms and conditions set forth herein the following premises:

Lot 2B, Subdivision of Lot 2, Block 3, East Portal Addition, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, according to the recorded plat thereof (Street address: 1802 East 20<sup>th</sup> Street, Scottsbluff, NE 69361)

(herein called the "Premises").

2. **Term.** The primary term ("Primary Term") of the lease of the Premises shall commence on July 18, 2018 ("Commencement Date") and terminate on July 30, 2023 ("Termination Date").

3. **Rent.** During the Primary Term, Tenant shall pay Owner as rent for the lease of the Premises the sum of \$4000. per month ("Rent") payable in advance provided that no Rent shall be owing for the first 60 days of this Lease beginning on the Commencement Date. The first Rent payment shall be due and payable 60 days from the Commencement Date ("First Rent Payment Date") and thereafter the monthly Rent payments shall be due on the first day of each calendar month during the term of this Lease. Rent will increase after the first year (12 months commencing on date of signed Lease) to \$5000 monthly for the duration of the term of the Lease Agreement. If the First Rent Payment Date is not the first day of a calendar month, the Rent for that calendar month shall be prorated based on the number of days of the calendar month from the First Rent Payment Date to the end of the calendar month. Rent shall be paid to Owner at the following address:

Story, L.L.C.  
2821 5<sup>th</sup> Avenue  
Scottsbluff NE 69361

If the full Rent owing is not paid within 7 days of the due date, a late charge equal to 10% of the amount of unpaid Rent ("Late Charge") shall also be owing by Tenant to Owner. All payments received from Tenant shall be applied first to the payment of Late Charges owing and the balance to Rent.

4. **Option to Renew.** Tenant shall have the option to renew this Lease for two additional five year terms (each referred to as a "Renewal Term") on the same terms and conditions provided herein (except for Rent), by giving written notice to Owner of Tenant's election to renew the Lease on or before 90 days prior to the expiration of the Term in effect. The monthly Rent for each Renewal Term shall be adjusted based on any increase in the Consumer Price Index for Urban Consumers ("CPI-U") as prepared by the United States Department of Labor (the "Index"). If the Index in effect at the beginning of a Renewal Term is greater than the Index in effect at the beginning of the immediately preceding Term (which would be the Primary Term or the first Renewal Term) the percentage of the increase in the Index between the two dates shall be determined and the monthly Rent for that Renewal Term shall be the monthly Rent for the immediately preceding Term increased by that percentage. There will be no adjustment to the Rent if there is a decrease in the Index between the two dates.

5. **Security Deposit.** Prior to the Commencement Date, the Tenant will deposit with Owner a security deposit equal to \$4,000.00. Upon the expiration of this Lease, the money held as security may be applied toward the payment of any unpaid Late Charges, Rent and the amount of damages which Owner has suffered by reason of Tenant's noncompliance with this Lease or with the law, including Owner's costs in reletting the Premises should such be necessary as a result of a default by the Tenant. Any excess will be returned to Tenant.

6. **Use of Premises.** Tenant shall use and occupy the Premises for the following purposes only, and for no other purposes:

Retail food restaurant and for incidental purposes related thereto.

7. **Owner's Equipment.** The parties acknowledge that there are fixtures, furniture and equipment located on the Premises which is owned by Owner ("Owner's Equipment"). The Owner's Equipment includes, without limitation, stainless steel equipment and mechanical equipment located in the kitchen and bar area, outside smoker, dining room tables and booth packages. Tenant shall have the right to use Owner's Equipment during the term of this Lease. Tenant will use the Owner's Equipment with due care and for the purpose for which it is intended, and will maintain the Owner's Equipment in good repair, condition and working order. Tenant shall be responsible for the maintenance, repair and replacement of the Owner's Equipment at Tenant's expense. Upon the expiration or earlier termination of this Lease, the Owner's Equipment shall be delivered to Owner in the same condition as when delivered to Tenant, or as later improved, ordinary wear and tear excepted. OWNER MAKES NO WARRANTY WITH RESPECT TO THE OWNER'S EQUIPMENT, EXPRESS OR IMPLIED, AND OWNER SPECIFICALLY DISCLAIMS ANYW ARRANTY OF MERCHANTABILITY AND FITNESS FORA PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE OWNER'S EQUIPMENT.

8. **Utilities.** Tenant shall be responsible for and shall pay, before they become delinquent, all charges for utilities served to the Premises.

9. **Taxes.** Owner shall pay all real estate taxes assessed against the Premises. Tenant shall pay for any personal property tax assessed in connection with Tenant's personal property located on the Premises and the Owner's Equipment.

10. **Insurance.**

A. **Property Damage Insurance.** Owner shall procure, pay for and keep in force during the term of this Lease, insurance on the Premises in the nature of fire and extended coverage. In this connection, proceeds of insurance in respect to any casualty loss shall be used to promptly repair and/or replace the Premises as appropriate and necessary. Tenant shall procure, pay for and keep in force property damage insurance covering Tenant's personal property located on the Premises as Tenant deems appropriate. Tenant shall also procure, pay for and keep in force property damage insurance covering the Owner's Equipment for full replacement value thereof.

B. **General Liability Insurance.** Tenant shall, at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of comprehensive general liability insurance with respect to the Premises and all business operated thereon, to cover bodily injury to persons and damage to property, including loss of use thereof. Such coverage shall apply with respect to the Premises and any business operated thereon by Tenant. The combined limit of liability of this coverage shall not be less than \$1,000,000.00 for injury to or death to anyone person, \$2,000,000.00 for injury or death in anyone occurrence, and \$100,000.00 for property damage liability. Such insurance shall name Owner as an additional insured.

C. **Notice of Cancellation.** All insurance nolicies required to be maintained by Tenant under this section shall provide that the policies may not be cancelled or modified without at least 30 days' prior written notice to Owner and that the insurer will provide at least 30 days' prior written notice of non-renewal, non-payment of premium or material change to Owner.

D. **Evidence of Coverage.** Upon request of Owner, Tenant shall provide to Owner the appropriate certificates of insurance showing that Tenant has obtained the insurance coverage required by this section.

11. **Repairs and Maintenance.**

A. **General Provisions.** Tenant shall not commit or allow waste on the Premises and shall, at Tenant's own expense, keep the sidewalks and driveways which are part of the Premises cleared of snow or other things as City ordinances or authorities may require. Tenant shall not destroy, deface, damage or remove any part of the Premises or permit any person to do so. Tenant, at Tenant's own expense, shall be responsible for and shall keep and maintain the non-structural portion of the Premises in good condition and repair considering the age of the improvements. Owner shall be responsible for the maintenance and repair of the structural parts of the Premises and utility systems unless the repair or replacement is necessitated by Tenant's misuse or negligent act or omission in which case Tenant shall be responsible therefor. For purposes of this Lease, structural parts of the Premises and utility systems shall include the foundation, floor, exterior walls and roof, furnace and heating system, air conditioning, plumbing, water heater and electrical system. On expiration of the term of this Lease, Tenant shall deliver the Premises to Owner in the same condition as they were on the commencement of the Lease, or as later improved, ordinary wear and tear excepted. In connection with this provision, Tenant acknowledges that the Premises are currently in good condition and repair. In addition, all interior dining room tables and booth packages located on the Premises are currently in good condition with no tears in booths or broken tables, and on expiration of the Lease, the booths and tables will be delivered to Owner in the same condition as they are now, ordinary wear excepted.

B. **Parking Lot Maintenance.** Tenant shall be responsible for cost and expense of snow removal from the parking lot on the Premises. Also, Tenant shall pay all costs and expenses of parking lot maintenance and repairs, including painting stripes and scaling cracks, up to \$500.00 in any calendar year. Owner shall pay the cost of any necessary repairs and maintenance in excess of that amount.

12. **Signs.** Tenant may affix signs to the Premises subject to the approval of Owner and in compliance with the applicable governmental ordinances. There is presently a sign frame and pole on the Premises available for Tenant's use. If Tenant wishes to utilize the same frame and pole, Tenant may do so at Tenant's expense. Upon expiration of the term of this Lease, all signs placed upon the Premises by Tenant shall be removed by Tenant and Tenant shall, at Tenant's cost, repair any damage to the Premises caused by the removal.

13. **Hazardous Materials.** Tenant shall keep the Premises in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to as "Environmental Laws"). Tenant shall keep the Premises free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous Materials") except those Hazardous Materials necessary or useful to Tenant's business which are used, kept, stored and disposed of in a manner that complies with all Environmental Laws and do not substantially increase the risk of fire or other casualty to the Premises. Tenant hereby agrees to indemnify and hold harmless Owner from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Premises. Tenant's obligations, pursuant to the foregoing indemnity shall survive the termination of this Lease.

14. **Inspection by Owner.** Owner and Owner's representatives shall have the right, upon reasonable prior notice to Tenant, to enter the Premises at all reasonable times during regular business hours to inspect the Premises or to make repairs in accordance with the provisions of this Lease. Owner shall have the right to place usual notices of "For Rent" on the Premises and to show the Premises at reasonable hours to prospective renters for 90 days prior to the expiration of this Lease. Notwithstanding the foregoing, Owner shall have the right to enter the Premises at any time in response to an emergency situation.

15. **Improvements.** Tenant shall not alter in any manner or add improvements to the Premises without the prior written consent of the Owner. All alterations and improvements made by Tenant shall become part of the Premises and shall remain on the Premises upon expiration of this Lease.



16. **Personal Property.** All furniture, fixtures and equipment installed by Tenant on the Premises, whether such items are owned or leased by Tenant, shall, at all times, be and remain personal property regardless of the method in which the items are attached or affixed to the Premises. Tenant shall have the right to remove such property from the Premises provided that Tenant repairs any damage caused by such removal and such items are removed prior to expiration of the Lease. The parties understand and agree that the Owner's Equipment located on the Premises is not property of the Tenant and shall remain on the Premises upon the expiration of the Lease and Tenant shall have no right to remove the Owner's Equipment from the Premises.

17. **Remedies on Default.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to Tenant. Upon nonpayment of the whole or any portion of the Rent within 7 days of the time when the same is to be paid, or upon violation or nonfulfillment of any of the other covenants, agreements or other conditions of this Lease which is not cured within 20 days after written notice of the same is given to Tenant, Owner, besides other rights or remedies Owner may have, shall have the immediate right of reentry. Should Owner elect to reenter, as herein provided, or should Owner take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Owner may terminate this Lease or Owner may, from time to time, without terminating the Lease, re let the Premises or any part thereof for the account of the Tenant, for such terms and conditions as Owner may in Owner's own discretion deem advisable. Rentals received from such letting shall be applied: First, to the payment of any cost of any such reletting; Second, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to Owner, including Late Charges; and Third, to the payment of Rent due and unpaid hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, the Tenant shall pay such deficiency to Owner. Such deficiency shall be calculated and paid monthly. The specific remedies provided for herein are cumulative and are not exclusive of any other remedies. Owner may also pursue any other remedy or take such other action that is available to Owner at law, equity or otherwise. Failure by Owner to object to a violation or nonfulfillment of any of the conditions, agreements or covenants of this Lease by Tenant shall not be a waiver of the right to insist on the subsequent performance of that condition, covenant or agreement, or any other condition or agreement.

18. **Destruction of Premises.** In the event of any damage to the Premises, or any part thereof, which damage is covered and insured by the applicable insurance coverage, and unless the Lease is terminated by Tenant as provided herein, this Lease shall remain in full force and effect and Tenant shall pay each month, as rental for such portion of the Premises as can be reasonably used by Tenant for Tenant's intended purpose, until the damage be repaired, an amount which bears the same proportion to the Rent reserved herein as the area of the Premises which can reasonably be used by Tenant for Tenant's intended purpose bears to the total area of the Premises. Owner shall have no obligation or liability whatsoever to Tenant, and Tenant shall not be entitled to recover any damages whatsoever against Owner, for any loss occasioned by the damage, but Owner shall, with reasonable diligence after the occurrence of the damage, not later than 45 days thereafter, commence to repair the damage. If the insurance proceeds available to Owner are insufficient to enable Owner to repair the building to its condition prior to the casualty, then Owner may, at Owner's option, terminate this Lease. In the event the Premises are damaged to the extent that they cannot be reasonably used by Tenant for Tenant's intended purpose, Tenant may, at Tenant's option, terminate this Lease. Tenant must notify Owner in writing of Tenant's intent to terminate within 30 days after the occurrence. If the Tenant does not elect to terminate the Lease, then Owner shall have 45 days from the occurrence of the damage to commence reconstruction of the Premises.

19. **Assignment and Subletting.** Tenant may not assign its rights and obligations hereunder or sublease all or any portion of the Premises without the prior written approval of Owner, which approval shall not be unreasonably withheld. No assignment or sublease shall operate so as to relieve Tenant of any obligation or liability hereunder and Tenant shall indemnify Owner and hold Owner harmless from and in connection with any breach or default hereof by any assignee or sublessee.

20. **Notices.** All notices provided for hereunder shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom the notice is given or on the date of mailing if mailed by United States Certified Mail, postage prepaid and properly addressed as follows:

TO Owner AT: Story, LLC  
2821 5<sup>th</sup> Avenue  
Scottsbluff, NE 69361

TO Tenant AT: Paul Guhn  
1210 7<sup>th</sup> St.  
Gering NE 69341

Either party may change the address to which notices are to be sent by written notice to the other party given as aforesaid, but any such change of address shall not be effective until seven (7) days after the giving of the notice of the change.

21. **Severability.** In the event any of the provisions of this Lease shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Nonwaiver.** No waiver of any breach of this Lease by Owner or Tenant, shall be considered to be a waiver of any other or subsequent breach.

23. **Guarantee.** Guarantors, jointly and severally, unconditionally guarantee the prompt payment and performance of all obligations and responsibilities of the Tenant hereunder, including the payment of Rent.

24. **Binding Effect.** This Lease shall extend to and be binding upon the parties hereto, and their successors and assigns.

25. **Applicable Law.** This Lease shall be construed and performed under the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date above indicated.

Paul Guhn, Tenant  
By Paul Guhn

Story, L.L.C., a Nebraska Limited Liability  
Company, Owner

By Joe Ostry  
Joe Ostry, Member

By \_\_\_\_\_

*Signed 7-17-18  
for early access.*