

# **City of Scottsbluff, Nebraska**

**Tuesday, July 6, 2021**

**Regular Meeting**

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

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Class C Liquor License for RSK Frontside, LLC d/b/a Frontside, 1001 Avenue I, Scottsbluff, NE.**

**Staff Contact: City Council**

## Agenda Statement

Item No.

For meeting of: July 6, 2021

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License for RSK Frontside, LLC d/b/a Frontside, 1001 Avenue I, Scottsbluff, NE.

**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 RSK Frontside, LLC d/b/a Frontside.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

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**NOTIFICATION LIST:** Yes ☒ No ☐ Further Instructions ☐

Sheryl Keller  
1975 21<sup>st</sup> Street  
Gering NE 69341

**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

location  
1000069047

RECEIVED		
APR 13 2021		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES/NO	New/Replacing #	0880494
Class Type C	124240	Initial KF

Applicant name RSK Frontside, LLC

Trade name Frontside

Previous trade name \_\_\_\_\_

Contact email address smallcomputersolutions@gmail.com


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

Chum h x

12-31-2023

Original Birth Cert

Hot List

<del>No fee submitted</del>	
4-14-21 PAYMENT TYPE Pay, Part	 2100005905
AMOUNT 400.00	
RECEIVED	

FORM 100  
REV FEB 2017  
PAGE 1

# 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: 59686250

4/14/2021 08:14 AM

**Status:** **APPROVED**  
**Customer Name:** Ryan Keller  
**Type:** MasterCard  
**Credit Card Number:** \*\*\*\* \* 4746

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	61998980	\$400.00
Applicant Name:: Sheryl Keller			
Trade Name (DBA):: RSK Frontside LLC			
Address:: 1001 Ave I			
City:: Scottsbluff			
State:: Ne			
Zip Code:: 69361			
Phone Number:: 3084367678			
Email Address:: sak4786@gmail.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

<https://otc.edc.nicusa.com/PublicReceipt.aspx?rc=eth>

1/1

1. X 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. X Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT
3. X 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. X 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. X 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. X 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. X For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See guideline for further assistance
10. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. X 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.

↓ Sheryl A. Kellu  
Signature

4-1-21  
Date

RECEIVED

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

APR 13 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**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  
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120  
☐ 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 1 FORM 104)  
☐ Partnership License (requires insert 2 FORM 105)  
☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)  
☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**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 Elizabeth Stobel

Phone number 308-632-3811

Firm Name Simmons Olsen Law Firm PC, LLO

FORM 100  
REV FEB 2017  
PAGE 3

**PREMISES INFORMATION**Trade Name (doing business as) FrontsideStreet Address #1 1001 Avenue L

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

City ScottsbluffCounty Scotts BluffZip Code 69361Premises Telephone number 308-633-1320Business e-mail address smallcomputersolutions@gmail.com

Is this location inside the city/village corporate limits:

YES ☒NO ☐

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

Name Sheryl KellerStreet Address #1 1205 M Street

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

City GeringState NEZip 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**

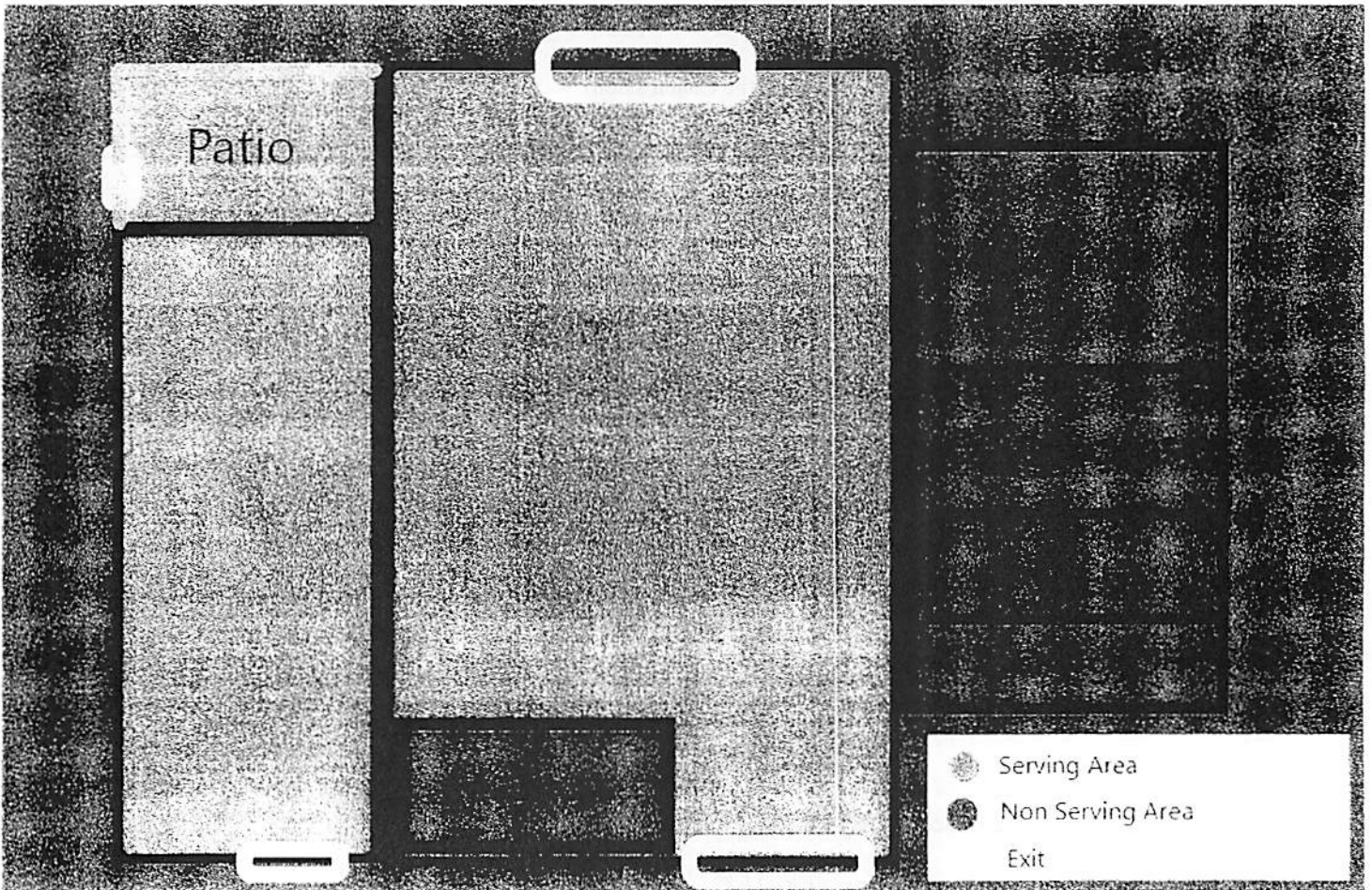
Building: length 95 x width 88 in feetIs there a basement? Yes ☐ No ☒

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

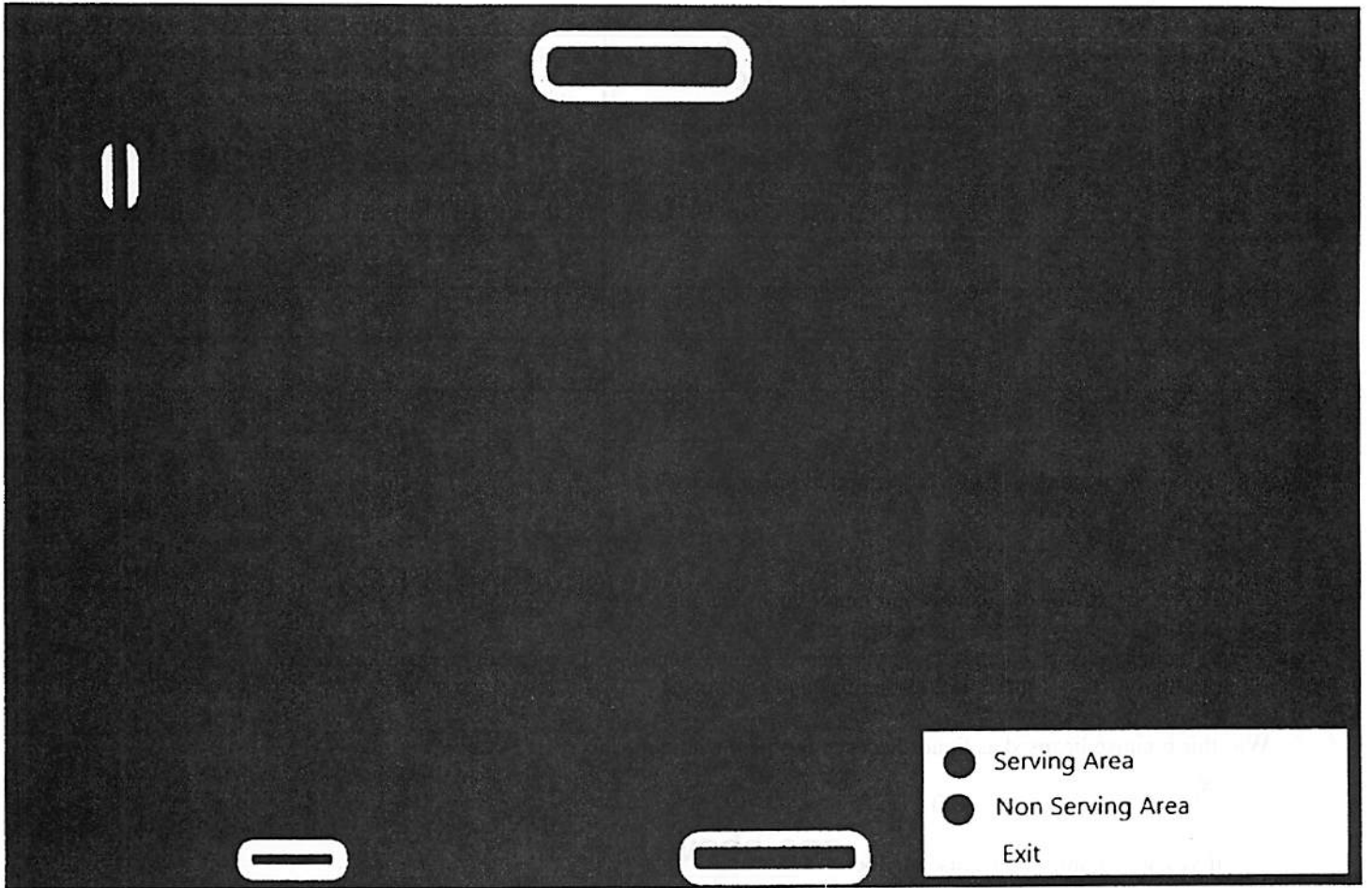
Is there an outdoor area? Yes ☒ No ☐If yes, length 18 x width 24 in feet

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

One story bldg approx 95 x 88 including outdoor  
area approx 18 x 24







## 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
Sheryl Keller	1978	Scottsbluff, NE	DUS	Resolved, Made Restitution
	1991 or 1992	Scotts Bluff County	DUI - First Offense	Convicted

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

☒ YES ☐ NO

If yes, give name of business and liquor license number Lucky One, LLC 088694

a) Submit a copy of the sales agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

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

☒ YES ☐ NO

If yes, give name and license number see above.

### 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) Lucky One, LLC

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.

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. §3-177(1))

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

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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.

Platte Valley Bank, Sheryl Keller and Ryan Keller

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.

Sheryl's Log Cabin, Inc., 1205 M Street, Gering, NE 69361; Current License #033114

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

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.

X Lease: expiration date 12/31/23

Deed

Purchase Agreement

14. When do you intend to open for business? Within 10 days of TOP approval

15. What will be the main nature of business? Keno, Bar & Grill

16. What are the anticipated hours of operation? Sun-W 9 AM-11 PM; Th-Sat 9AM-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 TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Gering, NE	1990	2021	n/a		

If necessary attach a separate sheet.

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

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

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

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

\_\_\_\_\_  
Signature of Applicant

**Sheryl Keller**  
\_\_\_\_\_  
Print Name

*Sheryl A Keller*  
\_\_\_\_\_  
Signature of Applicant

**SHERYL A. KELLER**  
\_\_\_\_\_  
Print Name

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

**n/a**  
\_\_\_\_\_  
Print Name

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

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

#### ACKNOWLEDGEMENT

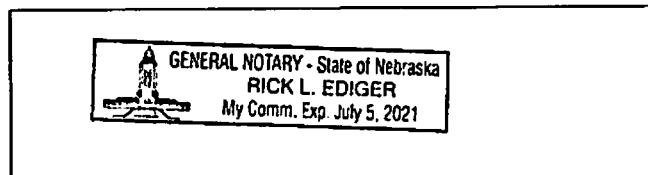
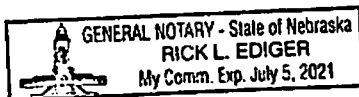
State of Nebraska  
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

April 1st, 2021 by

Sheryl A. Keller  
Name of person(s) acknowledged (individual(s) signing)

*[Signature]*  
\_\_\_\_\_  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

FORM 100  
REV FEB 2017  
PAGE 8

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

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

Office Use

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NEBRASKA LIQUOR  
CONTROL COMMISSION

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: Sheryl Keller

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
RSK Frontside, LLC

LLC Address: 1001 Avenue I

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308-633-1320

LLC Fax Number \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Keller First Name: Sheryl MI: A

Home Address: 1975 21st St. City: Gering

State: NE Zip Code: 69361 Home Phone Number: 308-436-7678

*Sheryl A Keller*

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska  
County of Scottsbluff

The foregoing instrument was acknowledged before me this

by Sheryl A. Keller  
name of person acknowledge

Date

Affix Seal  
GENERAL NOTARY - State of Nebraska  
RICK L. EDIGER  
My Comm. Exp. July 5, 2021

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

Last Name: Keller First Name: Sheryl MI: A  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): n/a  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 76%

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Last Name: Keller First Name: Ryan MI: \_\_\_\_\_  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): n/a  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 24%

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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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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 \_\_\_\_\_

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

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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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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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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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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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

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

Starting Date: January 1 Ending Date: December 31

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Is this a Non Profit Corporation?

☐ YES

☒ NO

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

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

FORM 102  
REV JUNE 2015  
Page 4 of 4

## Nebraska Secretary of State

## RSK FRONTSIDE, LLC

Wed Apr 14 14:08:23 2021

**SOS Account Number**

2104156575

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

SHERYL KELLER

1205 M STREET

GERING, NE 69341-0000

**Designated Office Address**

1001 AVENUE I

SCOTTSBLUFF, NE 69361

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Apr 08 2021

**Next Report Due Date**

Jan 01 2023

**Filed Documents**

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

Document	Date Filed	Price	
Certificate of Organization	Apr 08 2021	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

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

**Online Certificate of Good Standing with Electronic Validation****\$6.50**

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

[Purchase Now](#)

## CONSENT FOR USE OF DECEPTIVELY SIMILAR NAME

Robert B. Evnen, Secretary of State  
P.O. Box 94608  
Lincoln, NE 68509  
(402) 471-4079  
[www.sos.ne.gov](http://www.sos.ne.gov)

Please file this consent with new business formation document or amendment to change business name where a name conflict exists for a trade name or an entity other than a business corporation.

### CONSENT FOR USE OF DECEPTIVELY SIMILAR NAME


Consenting Entity: Frontside, LLC.

Account Number of Entity Giving Consent: 10132380

Gives Consent To: Sheryl Keller

To Use the Name: RSK Frontside, LLC

By signing and submitting this form to the Nebraska Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document. Consent form must be signed by an authorized representative of the consenting entity.

  
Signature

Andrew E. Clarkson, Member  
Printed Name

Note: For Business Corporation, submit the Application for Use of Deceptively Similar Name found at:  
[http://www.sos.ne.gov/business/corp\\_serv/corp\\_form.html](http://www.sos.ne.gov/business/corp_serv/corp_form.html).

Revised 01/10/2019

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

Office Use

**RECEIVED**

APR 13 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

**MANAGER MUST:**

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

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

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

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

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

Form 103  
Rev July 2018  
Page 1 of 6

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

Office Use

**RECEIVED**

APR 13 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: RSK Frontside, LLC

**Premise information**

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

Premise Trade Name/DBA: Frontside

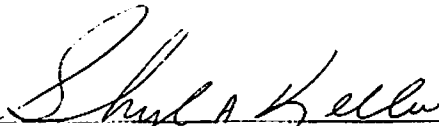
Premise Street Address: 1001 Avenue I

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: 308-633-1320

Premise Email address: smallcomputersolutions@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



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

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Keller First Name: Sheryl MI: A  
Home Address: 1975 21st Street  
City: Gering County: Scotts Bluff Zip Code: 69364  
Home Phone Number: 308-436-7678 69341-2337  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff, NE  
Email address: sak4686@gmail.com

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's 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
Gering, NE	1990	2021			

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1983	2021	Sheryl's Log Cabin, Inc.	Self	308-436-4786

## I. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Sheryl Keller	1978	Scotts Bluff County	Driving under Suspension	Resolved, Made Restitution
	1991 or 1992	Scotts Bluff County	DUI - 1st Offense	Convicted

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):

Sheryl's Log Cabin, Inc.

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: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO



March 30, 2021

# Frontside Business Plan

The Frontside Bar and Grill has been a successful business for many years and we plan to keep that level of success going and improving on it by addressing a few key areas such as security and personnel. The core of the Frontside is great, by core I mean the service, food quality and the keno and skill game experience you get while there. That is not to say it can't be improved upon. I am aware of the condition and cleanliness of the building and surrounding area and I will address those concerns along with the expense required when the permanent license is in place.

I currently own and operate the Log Cabin Cafe and Lounge in Gering and have so for almost forty years. My nephew Ryan Keller has managed the Lounge for the last fifteen years in all that time we have never sold liquor to a minor. I make sure the employees know and understand the rules and regulations of alcohol sales. The Frontside has never had a liquor violation so by incorporating the Log Cabin's understanding of the rules and regulations into the current method of checking IDs at the Frontside I don't think we will have a problem in ensuring that underage drinking is strictly enforced.

I look forward to expanding on Frontside business for years into the future.

## **SUBLEASE**

This Sublease is made effective on April 1, 2021, between Lucky One, LLC ("Lucky One") and RSK Frontside, LLC ("RSK").

### **Recitals:**

a. Lucky One is the "Tenant" under a Lease Agreement with the County of Scotts Bluff, Nebraska (the "Landlord") which was effective on October 1, 2012, and which has been extended to December 31, 2023 (the "Lease"). A copy of the Lease (including the most recent Lease Extension Agreement is attached and made a part of this Sublease by reference.

b. RSK has entered into an agreement to purchase certain assets of Lucky One and Frontside, LLC pursuant to an Asset Purchase Agreement dated December 23, 2019 as amended effective April 1, 2021 (the "Purchase Agreement"). Pursuant to the Purchase Agreement, the parties have agreed to enter into this Sublease.

c. Lucky One leases the Premises (as defined in the Lease) to Sublessee according to the terms and conditions of this Sublease.

### **Agreement:**

#### **1. Term:**

This Sublease shall be effective as of April 1, 2021 (the "Effective Date") and shall continue until December 31, 2023 (the "Term").

#### **2. Rent:**

RSK shall pay to Lucky One "Rent" in the same amount and at the same times as provided for in the Lease. RSK shall have the right to pay the Rent directly to the Landlord.

#### **3. Rights and Obligations:**

RSK shall have all rights of Lucky One under the Lease, and shall be responsible for all obligations of Lucky One under the Lease.

#### **4. Insurance:**

RSK shall carry insurance as required of the Tenant under the Lease. RSK agrees to indemnify and hold Lucky One harmless for any damage that may be caused to Lucky One by RSK, its agents or employees.

**5. Lease in Effect:**

Lucky One represents and warrants that the Lease is in effect and shall remain in effect for the Term. At the end of the Term, and as long as RSK is not in default under this Sublease, Lucky One agrees that it will not engage in activities to renew the Lease, unless requested by RSK. The purpose of this provision is for RSK to have the right to negotiate with the Landlord for a new lease in RSK's name.

**6. Termination:**

a. Lucky One shall have the right to terminate this Sublease upon a default by RSK which shall occur upon the happening of any of the following:

(1) Failure to pay Rent in a timely manner.

(2) RSK's insolvency, the filing of any bankruptcy proceedings by or against RSK, the appointment of a Receiver to take possession of any property of RSK, any assignment for the benefit of RSK's creditors, or the levying of execution upon the assets of RSK located on the Real Estate which is not discharged within 30 days after the levy.

(3) The failure of RSK to correct any other default in this Sublease within 30 days after written notice by Lucky One.

Upon a default, Lucky One may elect to reenter the Real Estate and RSK shall peaceably surrender the Real Estate to Lucky One. In addition, Lucky One shall have all legal remedies available to it, including the right to accelerate all rentals due or to become due under this Sublease, to recover rentals as they become due, or to relet the Real Estate or any parts of the Real Estate on terms as Lucky One in its sole judgment deems advisable. No reentry or taking possession of the Real Estate by Lucky One shall be construed as an election to terminate this Sublease unless a written notice of that intention is given to RSK.

b. In the event of a default by Lucky One, which default is not cured within 15 days of notice by RSK, RSK shall have all legal remedies available to it, to include the right to cure any default of Lucky One under the Lease, and to immediately require assignment of the Lease to RSK.

**7. Miscellaneous:**

a. In entering into this Sublease, Lucky One is relying upon RSK's financial status and experience. Accordingly, this Sublease shall not be assigned or subleased without the written consent of Lucky One.

b. This Sublease is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Provided, no assignment of all or any portion of this Sublease shall relieve any party of its obligations under this Sublease.

c. No waiver of any breach of any provision of this Sublease will be deemed a waiver of any other breach of this Sublease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Sublease may be executed in one or more counterparts, each of which may be considered as an original.

e. This Sublease shall be construed according to the laws of Nebraska

f. This Sublease contains the entire agreement of the Parties, and may be amended only in writing signed by all parties.

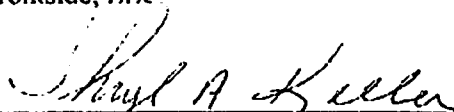
**SUBLESSOR:**

Lucky One, LLC

By: \_\_\_\_\_  
Andrew E. Clarkson, President

**SUBLESSEE:**

RSK Frontside, LLC

By:  \_\_\_\_\_  
Sheryl Keller, Member

No waiver of any breach of any provision of this Sublease will be deemed a waiver of any other breach of this Sublease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

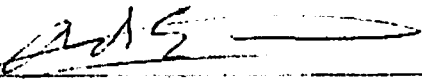
This Sublease may be executed in one or more counterparts, each of which may be considered as an original.

This Sublease shall be construed according to the laws of Nebraska

This Sublease contains the entire agreement of the Parties, and may be amended only in writing signed by all parties.

**SUBLESSOR:**

Lucky One, LLC

By:   
\_\_\_\_\_  
Andrew E. Clarkson, President

**SUBLESSEE:**

RSK Frontside, LLC

By: \_\_\_\_\_  
Sheryl Keller, Member

## CONSENT

This Consent is entered into on February 11, 2021, between Scotts Bluff County, Nebraska (the "County"), Lucky One, LLC ("Lucky One") and Small Computer Solutions, LLC ("SCS").

### Recitals:

- a. On December 4, 2012, the County and Lucky One entered into a Keno Lottery Operator Agreement (the "Keno Agreement").
- b. Lucky One is in the process of selling its Keno business to SCS.
- c. The Keno Agreement provides, in part, that the Keno Agreement may not be assigned, transferred, or subcontracted by Lucky One without the prior express written consent of the County. The County has agreed that Lucky One may subcontract the Keno Agreement to SCS, according to the terms of this Consent.

### Consent:

1. The County consents to Lucky One subcontracting the operation of the County's Keno Lottery to SCS. SCS agrees to be bound by the terms and conditions of the Keno Agreement. Lucky One agrees to continue to be liable for its obligations under the Keno Agreement until December 31, 2022 (the expiration of the Keno Agreement).
2. This Consent shall be effective upon the closing of the sale of Lucky One's Keno business to SCS.
3. Paragraph 25.b. of the Keno Agreement, concerning Notices is amended to change the address of the Contractor to:  
  
Lucky One, LLC  
4610 Cardinal Drive  
Scottsbluff, NE 69361  
  
Small Computer Solutions LLC  
1585 Aspen Street  
Gering, NE 69341
4. Except as otherwise provided for in this Consent, the terms of the Keno Agreement shall continue in effect and shall be binding on the parties.
5. This Consent may be executed in one or more counterparts, each of which may be considered as an original.

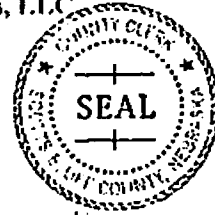
[Signatures to Follow]

**Signature Page to Consent  
between  
Scotts Bluff County, Lucky One, LLC and Small Computer Solutions, L.L.C**

Scotts Bluff County, Nebraska

By: [Signature]  
Chair, Board of Commissioners

Attest: [Signature]  
County Clerk



Lucky One, LLC

Small Computer Solutions, LLC

By: \_\_\_\_\_  
Andrew E. Clarkson, President

By: [Signature]  
Ryan Keller, President

**Signature Page to Consent  
between  
Scotts Bluff County, Lucky One, LLC and Small Computer Solutions, LLC**

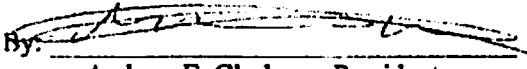
**Scotts Bluff County, Nebraska**

By: \_\_\_\_\_  
Chair, Board of Commissioners

Attest: \_\_\_\_\_  
County Clerk

**Lucky One, LLC**

**Small Computer Solutions, LLC**

By:   
Andrew E. Clarkson, President

By:   
Ryan Keller, President



## LEASE EXTENSION AGREEMENT

This Lease Extension Agreement (this "Extension" is made on October \_\_, 2018, between the County of Scotts Bluff, Nebraska (the "Landlord") and Lucky One, LLC (the "Tenant").

### Recitals:

- a. In September 2012, the Landlord and the Tenant entered into a Lease (the "Lease") concerning property owned by the Landlord located at 1001 Avenue I, Scottsbluff, Nebraska.
- b. The Lease, as extended, expires on December 31, 2018. The parties now desire to extend the Lease further as provided for in this Extension.

### Agreement:

1. The Landlord and the Tenant agree that the term of the Lease shall be extended for five years until December 31, 2023.
2. Except as modified by this Extension, the remaining terms of the Lease shall continue in effect.

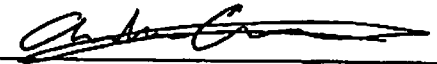
### Landlord:

The County of Scottsbluff, Nebraska


By:   
Mark Masterton, Chairperson  
of the Board of Commissioners

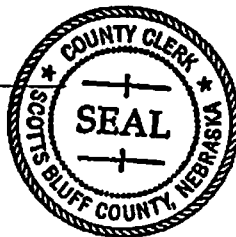
### Tenant:

Lucky One, LLC

By:   
Andrew Clarkson,  
Member/Manager

### Attest:

  
County Clerk



## LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter "AGREEMENT", made and entered into by and between SCOTTS BLUFF COUNTY, hereinafter "LANDLORD", whether one or more, and LUCKY ONE, LLC, hereinafter "TENANT", whether one or more;  
WITNESSETH

### 1. DESCRIPTION OF REAL ESTATE.

LANDLORD leases to TENANT the following described real estate, to-wit:  
1001 Avenue I, Scottsbluff, Nebraska. The legal description of the Premises and Premises is as follows:  
Lot Threc (3), Block One (1), County Addition Replat, Situated in the Northwest Quarter of Section 26, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

### 2. TERMS OF AGREEMENT.

This AGREEMENT shall commence on October 1, 2012 and end on December 31, 2013. (Second Term).

Following the Second Term the TENANT shall have the option to renew this Lease for an additional 5-year term under the same terms and conditions. In the event that TENANT desires to exercise its option, notice shall be given to the LANDLORD at least 60 days prior to the expiration of the Initial Term (the "Extended Term"). Provided, that during the Extended Term, either party may give the other party 60 days written notice to terminate the Lease.

### 3. PAYMENT OF RENT.

The rent for this AGREEMENT shall be payable as follows:

- A. The sum of \$1,000.00 on the tenth (10<sup>th</sup>) day of January, 2013.
- B. The sum of \$1,000.00 on the tenth (10<sup>th</sup>) day of each and every month thereafter for the term of this Lease Agreement and any extensions thereof.

### 4. RESPONSIBILITIES OF TENANT.

TENANT agrees to:

- A. Pay each installment of rent as the same becomes due.
  - B. Keep said premises continually in a neat, clean and respectable condition.
- TENANT agrees to provide all janitorial services for the premises on a daily basis.
- C. Permit LANDLORD or his agents at all reasonable times to enter into or

onto the premises and to examine the condition thereof and to make necessary major repairs.

D. Yield up the premises and all additions thereto at the termination of this Lease Agreement in good and tenantable repair, reasonable use and wear and damage by fire or other unavoidable casualties excepted.

E. The premises shall be used for the purpose of operating a tavern and restaurant and for related activities. TENANT shall have the exclusive right to sell and distribute all food and beverage items in the Premises, including all snack items and coffee.

F. TENANT further agrees to comply with all federal, state, and municipal laws, rules, and regulations in the operation of the business.

G. TENANT shall at TENANT's own expense obtain insurance for TENANT's improvements, alterations, fixtures, and contents, which provides for waiver of subrogation against LANDLORD's insurer. TENANT shall also carry a public liability insurance policy providing limits of \$500,000 naming LANDLORD as an additional insured and TENANT agrees to indemnify and hold LANDLORD harmless for any damage that may be caused to LANDLORD by TENANT, its agents or employees. If TENANT fails to obtain the required insurance and to pay the premiums charged, or to properly maintain and keep in force the insurance, LANDLORD shall have the right, at its sole option, to procure the insurance and pay the premiums charged. These amounts shall be deemed additional rent and shall be due and payable with the next installment of rent due from TENANT.

H. This Lease Agreement is subject to TENANT's being able to obtain a Class C Liquor License. In the event that TENANT is unable to obtain this liquor license, after a good-faith attempt to do so, this Lease Agreement shall be null and void. Upon execution of this Agreement, TENANT represents that it will make an application to obtain a Class C Liquor License from the Nebraska Liquor Control Commission.

## **5. RESPONSIBILITIES OF LANDLORD.**

LANDLORD agrees to:

A. Peacefully allow TENANT to hold and enjoy the premises during the term of this Lease Agreement and any extensions thereof, without any interruption by LANDLORD or any person rightfully claiming under him or his agents. LANDLORD represents to TENANT that the premises are capable of being used for the purposes intended and that the electrical, water, sewer, gas, heating, cooling, and ventilation systems are capable of accommodating TENANT'S operation.

B. Make all necessary repairs to the premises located on the premises unless said repairs are occasioned by TENANT'S negligence or lack of care.

C. Assume responsibility for all maintenance and repairs, to maintain the

property at all times. Maintenance shall include the structure and roof of the premises, exterior sidewalk and paving, and the electrical, plumbing, heating and cooling systems. LANDLORD shall be responsible for all snow removal required for the parking areas adjoining the premises.

D. LANDLORD shall carry the property and casualty insurance for the Premises. LANDLORD shall pay the premiums for this insurance.

E. All utilities for the premises, including but not limited to water, sewer, sanitation, gas, electric, cable television, and any other utilities used by the TENANT, shall be paid by the LANDLORD.

**6. NON-PAYMENT OF RENT.**

If the rent reserved or any part thereof shall be unpaid for thirty (30) days after becoming due, whether formally demanded or not, or any covenant on the part of TENANT shall not be performed, or if TENANT shall become bankrupt, or abandon the property, then it shall be lawful for LANDLORD to re-enter at any time thereafter on the premises and thereupon this LEASE shall terminate, but without prejudice to the right of LANDLORD with respect to any privileges of TENANT's covenants herein contained.

**7. DAMAGE TO PROPERTY.**

In case the premises or a portion of the premises herein leased, or any part thereof, shall be damaged by fire or other unavoidable casualty, not due to the negligence of TENANT, so that the same should be rendered unfit for use and occupancy, then the rent hereby reserved or a just and proportionate share thereof shall be evaded until the premises have been duly repaired and restored by LANDLORD, or in the case that the premises shall be substantially destroyed, then at the election of LANDLORD the estate hereby created thereupon shall be terminated.

**8. INCLUSIONS.**

Expressly included in this AGREEMENT shall be the right of use of common bathrooms, which shall be maintained by LANDLORD, along with the right of use of common parking lot and right of ingress and egress for all employees and business invitees of TENANT. TENANT shall further have the right to install such signs on said premises, at the TENANT'S own cost, as the TENANT determines is necessary.

**9. TERMINATION BY LANDLORD**

LANDLORD shall have the right to terminate this Lease upon a default by TENANT which shall occur upon the happening of any of the following:

- a. Failure to pay rent within 30 days of the due date.
- b. TENANT's insolvency, the filing of any bankruptcy proceedings by or against TENANT, the appointment of a Receiver to take possession of any property of TENANT, any assignment for the benefit of TENANT's creditors, or the levying of execution upon the assets of TENANT located on the premises, which is not discharged within 30 days after the levy.
- c. The failure of TENANT to correct any other default in this Lease within 30 days after written notice by LANDLORD.
- d. Any violation of the liquor control laws including but not limited to TENANT's failure to maintain a valid liquor license.
- e. TENANT's failure to operate a peaceable establishment as defined by the Rules and Regulations provided by the Nebraska Liquor Control Commission.
- f. LANDLORD may, at its discretion, make performance evaluations from time to time to determine the TENANT's capability to continue the operation of its business under the terms and conditions set forth herein. In the event these performance evaluations reveal deficiencies then the LANDLORD shall give a written report to TENANT outlining said deficiencies and providing a reasonable timeframe for correction not to exceed 30 days unless otherwise agreed upon in writing by parties.

Upon a default, LANDLORD may elect to re-enter the premises and TENANT shall peaceably surrender the premises to LANDLORD. In addition, LANDLORD shall have all legal remedies available to it, including but not limited to the right to accelerate all rentals due or to become due under this Lease Agreement, to recover rentals as they become due, or to re-let the premises or any parts of the premises on terms as LANDLORD in its sole judgment deems advisable. NO re-entry or taking possession of the premises by LANDLORD shall be construed as an election to terminate this Lease Agreement unless a written notice of that intention is given to TENANT.

#### 10. TERMINATION BY TENANT.

TENANT shall have the right to terminate this Lease upon a default by LANDLORD which shall occur upon the happening of any of the following:

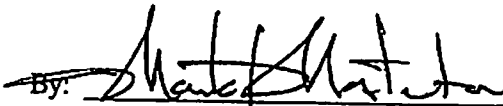
- a. LANDLORD's failure to contract the Keno operation or to operate a Keno lottery, or other form of legalized gambling, in the premises.
- b. The failure of LANDLORD to correct any other default in this Lease within 30

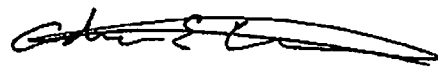
days after written notice by TENANT.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day, month and year set opposite their respective names.

The County of Scottsbluff, Nebraska


LUCKY ONE, LLC

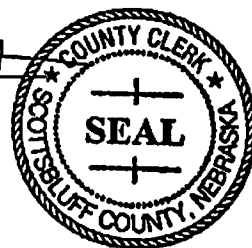
By:   
Mark Masterton, Chairperson

By: 

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY SS:

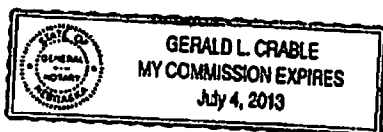
This Lease Agreement was acknowledged before me on the 17<sup>th</sup> day of September, 2012, by Mark Masterton, Chairperson of the Scotts Bluff County Board of Commissioners, for and on behalf of Scotts Bluff County, Nebraska.

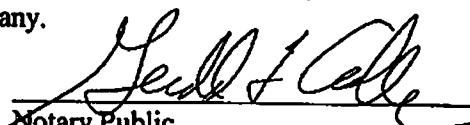
  
County Clerk



STATE OF NEBRASKA, SCOTTS BLUFF COUNTY SS:

This Lease Agreement was acknowledged before me on the 17<sup>th</sup> day of September, 2012, by Andrew E. Clarke, Member of LUCKY ONE, LLC, a Nebraska limited liability company, for and on behalf of the Company.



  
Notary Public

**CHECK LIST****Neb. Rev. Stat. §53-132 (Reissue 2016)**

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:** June 29, 2021  
**Re:** Application for a Class C Liquor License Number C-124240, RSK Frontside, LLC dba: Frontside, 1001 Ave I, Scottsbluff, Scotts Bluff County, NE. 69361

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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:**

The Scottsbluff Police Department conducted a background investigation on Sheryl Keller the owner of "Frontside" to determine her fitness to have and manage a liquor license. Sheryl reported a conviction for Driving Under Suspension in 1978, and Driving Under the Influence in 1991 or 1992, in Scotts Bluff County. The background investigation revealed no other convictions.

On Thursday, June 24, 2021 at 4:00 PM Sheryl appeared before the City of Scottsbluff Liquor License Investigatory Board. Sheryl explained to the board that she has owned the Log Cabin in Gering for 38 years, had a liquor license during that time, and has never had any type of compliance failure.

**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.

Sheryl explained that she strongly encourages all of her employees to card anyone who looks less than 35 years of age, adding that employees have access to a born-on calendar to assist them in determining a customers age. Sheryl explained that the Frontside has several cameras, including one inside the office where the overstock is kept and another on the outside of the office pointed at the door. Sheryl told the board that any employee found to have sold alcohol to a minor would be terminated. Sheryl further explained that she runs a very stringent operation and will be the one that orders and inventories all of the alcohol.



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

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

Sheryl Keller appears to have a good plan regarding the sell of alcohol and appears determined to provide services while conforming to all rules and regulations.

The Frontside is in a location that has been a restaurant bar for the past several years.

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

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

The establishment opens at 9 AM every day closing at 11 PM Sunday through Wednesday, 12 AM Thursday and 1 AM Friday and Saturday.

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

#### **SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 1001 Ave I Scottsbluff, NE. It is a restaurant/bar that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues regarding location.

- (F) 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 two other businesses in the area with liquor licenses.

- (G) 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 concern at this time nor is pedestrian traffic.

- (H) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is authorized 33 full time officers in the department and handled approximately 17,073 calls for service in 2020. 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.

**(I) 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.

**EXHIBIT IV**

# Memo

**Date:** July 6, 2021

**To:** Honorable Mayor McKerrigan and Members of the City Council

**From:** Kimberley Wright, City Clerk

**CC:** Dustin Rief, City Manager

**Re:** RSK Frontside, LLC d/b/a Fronsides Class C License 124240

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 IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

**Class A Licenses**

**Restaurants**

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
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<b>Total Class A Licenses</b>	<b>1</b>
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**Class B Licenses**

**Convenience Stores**

<b>Total Class B Licenses</b>	<b>0</b>
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## **Class C Licenses**

### **Restaurants**

El Charrito Restaurant & Lounge, Inc .  
Tangled Tumbleweed  
Las VII Americas Tortilleria  
Flyover Brewing Company (Catering)

802 21<sup>st</sup> Avenue  
1823 Ave. A  
1619 East Overland  
1824 Broadway

### **Hotel/Motel**

Holiday Inn Express

1821 Frontage Rd.

### **Taverns/Lounges**

Hight's Tavern  
Silver Saddle Lounge  
Shots Bar and Grill  
Bob's Garage & Bar  
Lucky Keno LLC dba FrontSide  
Racks Sports Bar, LLC (Catering)

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

### **Retail**

Panhandle Cooperative Assn. (Catering)  
Kelley's Liquor (Catering)

401 S. Beltline Hwy West  
817 West 27<sup>th</sup> Street

### **Clubs**

Elks BPO Lodge 1367 (Catering)

1614 1<sup>st</sup> Avenue

### **Bowling Alleys**

**TOTAL CLASS C LICENSES            14**

## **Class D Licenses**

### **Grocery Stores**

Safeway of Western Nebraska  
Panhandle Coop Assn.

601 Broadway  
3302 Ave. B

### **Convenience Stores**

East "O" Watering Hole  
Scottsbluff Watering Hole  
Big Bats  
Git N Split  
Cheema's Gas & Liquor  
Route 26 Mart  
Maverik Stores Inc.,  
Walgreens  
Western Travel Terminal  
Essential Fuel

503 East Overland  
121 W 27<sup>th</sup> Street  
902 West Overland  
506 West 27<sup>th</sup> Street  
2002 Avenue I  
1722 E 20<sup>th</sup> Street  
920 West 36<sup>th</sup> St.,  
205 West 27<sup>th</sup> Street  
822 South Beltline Hwy W  
2319 East Overland

### **Liquor Stores**

Dermer's  
Cigarette Chain

1311 E Overland Dr.  
323 East Overland

### **Discount/Grocery Stores**

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867  
**TOTAL CLASS D LICENSES**

16

3322 Avenue I

**CLASS I LICENSES**

**Restaurants**

Rosita's  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
San Pedro Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
16<sup>TH</sup> Empire  
Taco Town  
Prime Cut  
Goonies Sports Bar & Grill

1205 East Overland  
2302 Frontage Rd.  
826 West 36<sup>th</sup> St.  
829 Ferdinand Plaza  
1901 East 20<sup>th</sup> Street  
23 West 27<sup>th</sup> St.  
1522 Broadway  
1605 Ave A  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1802 East 20<sup>th</sup> Place

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES** 13

**CLASS IB LICENSES**

**Nightclub**

Marez, LLC d/b/a Oasis

1722 Broadway

**TOTAL CLASS IB LICENSES**

1

**Class L Licenses**

Flyover Brewing Company

1824 Broadway

**TOTAL CLASS L LICENSES**

1

**Class W Licenses**

**Wholesale**

High Plains Budweiser

2810 Ave M

**TOTAL CLASS W LICENSES**

1

**Class Z Licenses**

Great Plains Distillery (Catering)

213 West Railway St.

**TOTAL CLASS Z LICENSES**

1

<b>TOTAL LICENSES</b>	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>48</b>

# Memo

## Exhibit V

**Date:** June 24, 2021  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Dustin Rief  
**Re:** Class "C" Liquor License Application  
RSK Frontside LLC.  
1001 Ave. I  
Scottsbluff, NE 69361

**Action:**

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RSK Frontside, LLC. has applied for a new liquor license in the name of Sheryl Keller.

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 1001 Ave. I is situated in a C-3 (Heavy Commercial) zoning district where a restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. Also, retail sales are allowed in a C-3 zone.
- (2) There appears to be adequate off street parking although the lot is not marked making it difficult to count actual spaces.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally commercial in nature. A C-3 (Commercial) zone abuts to the south, east, and north. C-2 (Commercial) abuts to the west.
- (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.

City of Scottsbluff  
Liquor License Holders Investigatory Board  
Regular Meeting  
June 24, 2021 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, June 24, 2021 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 20, 2021 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Dustin Rief, City Manager, Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, and Andrea Margheim, Flyover Brewery, Absent: Kelli Larson, Panhandle Prevention Coalition, Norman Coley, WNCC, Matt Huck, Scottsbluff Public Schools and Russ Knight, Chairman.
2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. There were no changes to the agenda.
5. Approve Minutes of the May 20, 2021 Regular Meeting – Motion by Stobel, second by Margheim, to approve the May 20, 2021 Minutes, motion passed unanimously.
6. New Liquor License Application.
  - a. Class C Application, RSK Frontside, LLC d/b/a Frontside, 1001 Avenue I, Scottsbluff, NE 69361; Sheryl A. Keller, Manager.

Ms. Keller was present and gave a brief history explaining she has held a Liquor License at her other business, the Log Cabin in Gering, since 1990. She added she has never had a compliance failure; the policy is to check every ID and if they do not have an ID, they are not served.

Concerning Frontside, she explained the overstock is kept in a locked room that has a camera and there is also a camera pointed at the door. She does all the inventory and ordering. She also added they have a wonderful point of sale system that inventories liquor bottles to make sure there is not an over pouring of alcohol in a drink and also keeps a total of the stock they have to use. She explained she has inherited a wonderful crew that is experienced in this type of work. They have born on calendars in the business and if an employee would sell to a minor, they would be terminated, no exceptions.



Police Chief Spencer asked about training. Ms. Keller stated she does all the training of her employees. Mr. Spencer commented he would like everyone to take the TIPS training offered by Rob Jackson with the State Patrol or Lanette Richards with Monument Prevention Coalition. Ms. Keller stated she would try to set something up before the City Council meeting on July 6<sup>th</sup>.

At the end of discussion, Legal Counsel Stobel explained she would not be able to participate in any voting; she is declaring a conflict of interest due to having participated in and reviewing the application that was sent to the Liquor Control Commission. Because there was not a quorum of committee members remaining, a recommendation could not be made regarding the Class C Liquor License for Frontside, LLC d/b/a Frontside. Police Chief Spencer did state, however, he will forward a memo to be included in the City Council packet explaining everything that was discussed at the meeting.

7. New Manager Application

- a. STL of Nebraska, Inc. d/b/a Target Store T - 0831, 1401 Frontage Road, Scottsbluff, NE – Naming Andrew R. Guenther as Manager.

Mr. Scott Marsh, Manager of Target Store T-0831 was present to answer questions on behalf of liquor license manager Andrew Guenther who resides in Omaha. Mr. Marsh started by explaining their system when they receive inventory. They have one person that checks in all the alcohol and all overstock is kept in a stockroom in the back that is under camera surveillance. Mr. Marsh also added, all alcohol that is purchased by guests has to be done up front with the checkers. The POS system they have in place stops the sale and a birthdate has to be put in to be able to continue. Mr. Marsh explained because of this, any person who purchases alcohol must present their ID at that time, as that is store policy. He also added the system will lock out an underage checker so they cannot make the sale.

He commented the store has not received a violation and he attributes that to setting clear expectations with employees when they are hired. If an employee would sell to a minor they would be terminated. He also mentioned the store has 58 cashiers. The employees are expected to take online training to become certified and all are certified at this time.

Committee Member Margheim moved, seconded by Police Chief Spencer to send a Positive Recommendation naming Andrew R. Guenther as the Liquor License Manager of STL of Nebraska, Inc. d/b/a Target Store T-0831, 1401 Frontage Road, Scottsbluff, NE. Motion passed unanimously.

8. Liquor License Compliance Issue:

- a. Board review and discussion of failed compliance check at Sam & Louie's Pizzeria.

Ms. Melissa Schnieder was present on behalf of Sam & Louie's Pizzeria to answer questions regarding their recent compliance check failure. Ms. Schneider explained the violation happened during one of their busiest shifts and she was in the restaurant when it occurred trying to fix a debit card machine problem. She reiterated that does not excuse the failure, but was trying to explain why it happened. She stated the employee did not check ID and was suspended because of her actions resulting in the violation. Ms. Schneider did explain, however, the server is a model employee who just got caught up in the moment. She did bring the employees certification to prove that she has gone through

alcohol server training and stated all employees have been communicated with to check ID's under every circumstance.

The meeting adjourned at 4:27 p.m.

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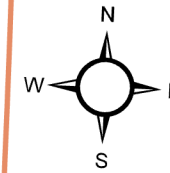
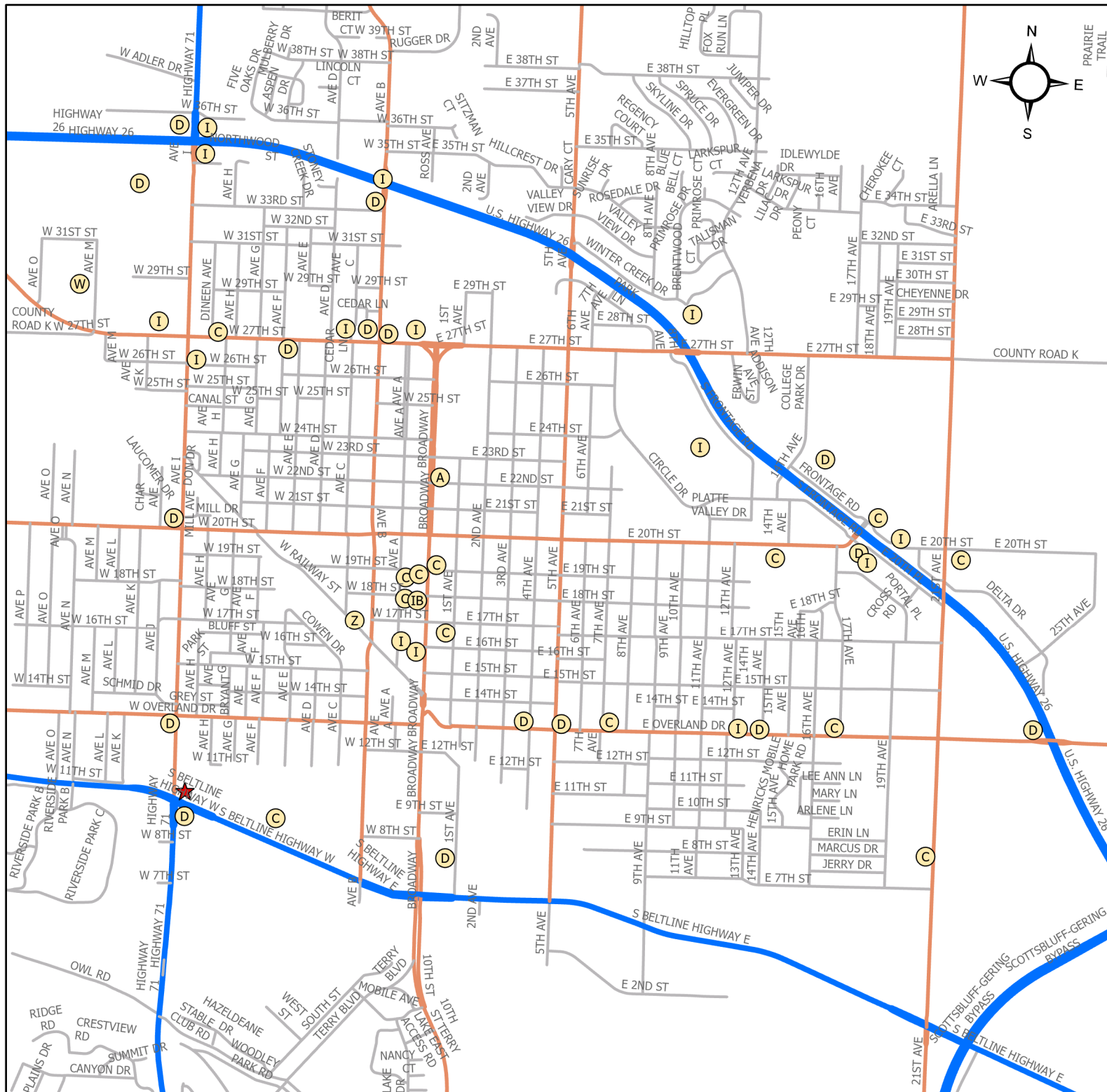
Kevin Spencer, acting Chairman

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Kim Wright, Secretary

# City of Scottsbluff

## Liquor Licenses



- ★ Applicant  
RSK Frontside, LLC d/b/a Frontside  
Type C - 1001 Avenue I
  - Current Licensed Properties
  - Highway
  - Main Road
  - Residential/Rural
- |          |   |
|----------|---|
| 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 IB | Beer, Wine, Distilled Spirits on Sale, Beer off sale only   |
| Class W  | Wholesale beer  |
| Catering | Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses |

Taylor Stephens  
City of Scottsbluff GIS  
Created on July 1st, 2021  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

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