

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Public Inp1

Council to discuss and consider action on making a recommendation to the NE Liquor Control Commission regarding an Application for Change of Location to Liquor License for Brothers 27th St. Wings & Burgers from 2621 5th Ave. to 1702 17th Ave., Scottsbluff, NE.

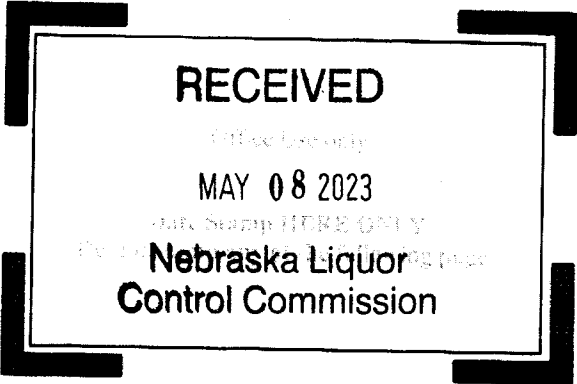
Staff Contact: Kim Wright, City Clerk

APPLICATION FOR CHANGE OF LOCATION

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

License
 Class: CK

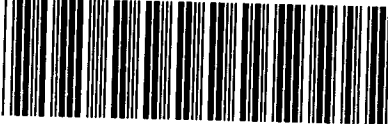
License Number:
124511



Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location in the name of the applicant
- Must include simple hand drawn sketch of new location, must include dimensions in feet (not square feet), showing direction North
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary
- If moving to a different jurisdiction (i.e., city or county); a new application will need to be filed.

LICENSEE NAME Chad Leeling 27th Street Bros, LLC
 TRADE NAME ~~27th St Bros LLC~~ Brothers 27th St Wings & Burgers
 CURRENTLY LICENSED ADDRESS 2621 5th Ave Scottsbluff
 CITY Scottsbluff ZIP CODE 68361 COUNTY Scottsbluff
 CONTACT PERSON Chad Leeling
 PHONE NUMBER OF CONTACT PERSON 308-225-3433
 EMAIL ADDRESS OF CONTACT PERSON Chad.Leeling@yahoo.com

Office use only	
PAYMENT TYPE <u>PayPort</u> <u>WY</u>	 2300004718
AMOUNT <u>\$45</u> RCPT	
RECEIVED: <u>5.4.23</u>	
DATE DEPOSITED	

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NEW PREMISES INFORMATION

Street Address #1 1702 17th Ave

Street Address #2 _____

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

Is this location inside the city/village corporate limits YES X NO _____

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

MAILING ADDRESS FOR NEW LOCATION

Name Chad Leeling

Street Address #1 1702 17th Ave

Street Address #2 _____

City Scottsbluff State NE Zip Code 69361

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 165 x width 100 in feet

Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

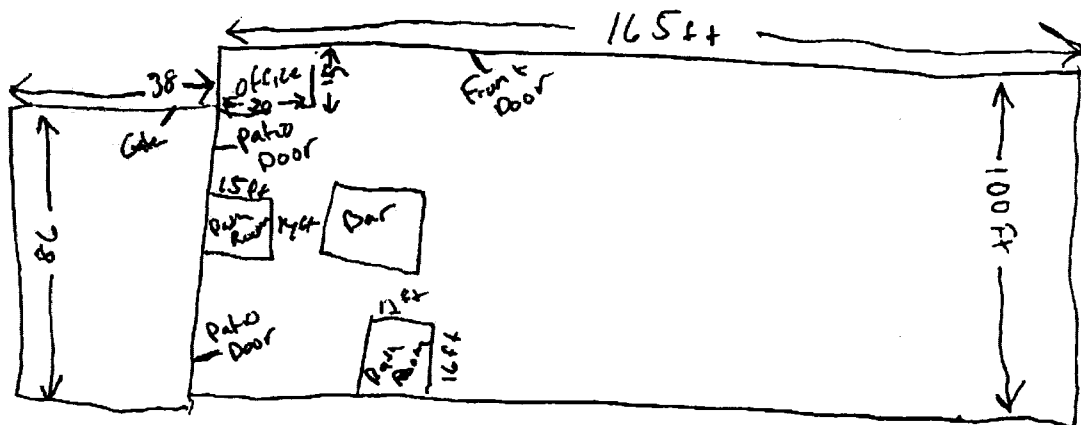
Is there an outdoor area? Yes X No _____ If yes, length 86 x width 38 in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

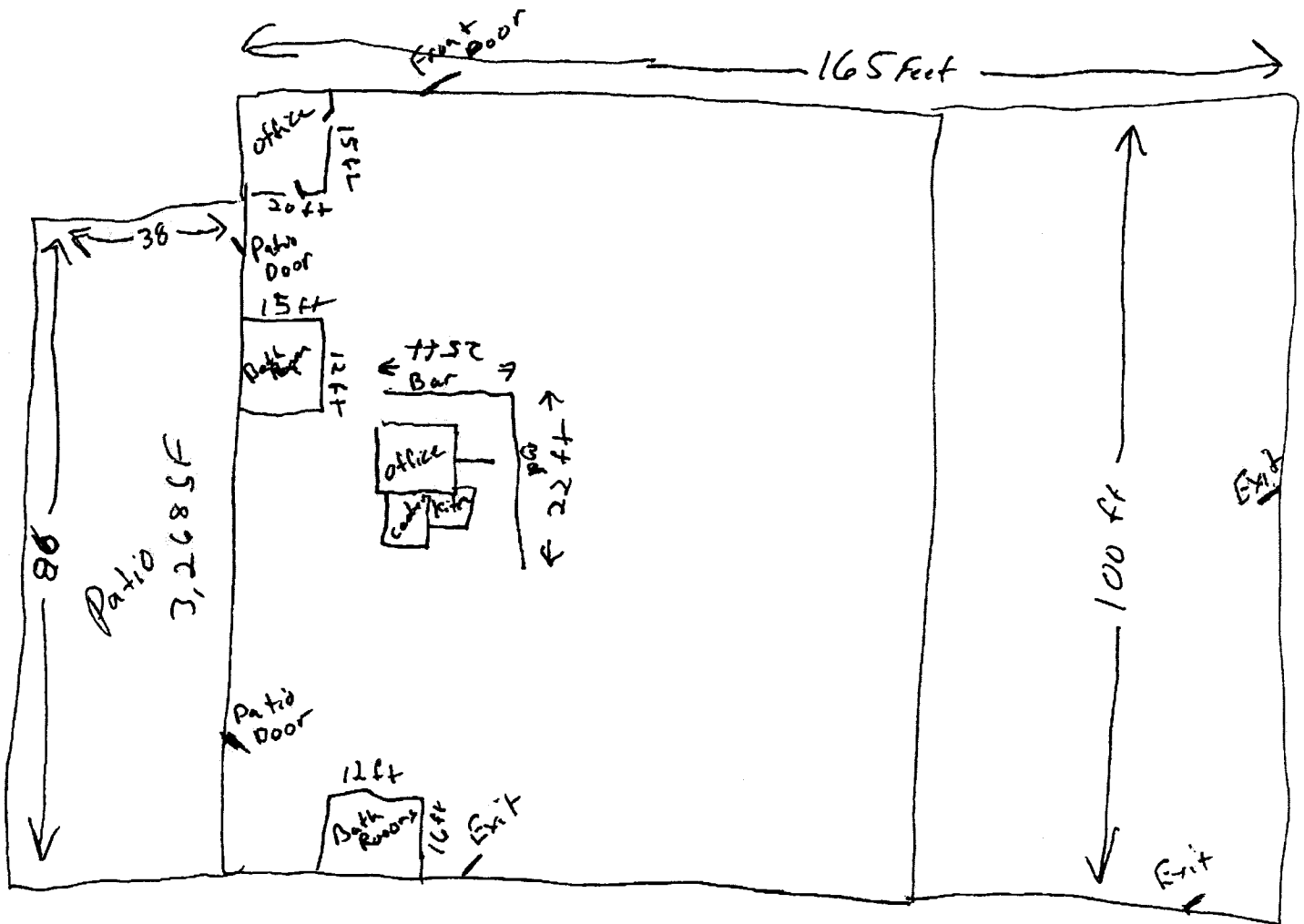
PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Whole Area to be covered



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Whole Area to Be Covered By License



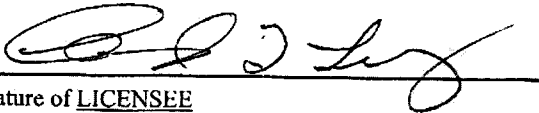
1. Is the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

____ YES X NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

2. When do you expect on moving into the new location? 5-1-2023

I acknowledge that the premises to comply in all respects with the requirements of the act Neb Rev Stat §53-129



Signature of LICENSEE

Chad L Leeling

Printed Name of LICENSEE

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1 day of May 2023 by and between CHEEMA INVESTMENTS, LLC, a Nebraska Limited Liability company, referred to hereafter as "LANDLORD", and ^{ST. Q. VS} 27th BRO'S LLC and CHAD LEELING, collectively and jointly and severally. TENANT herein.

WITNESSETH:

PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises located at 1702 17th Avenue, Scottsbluff, Nebraska, legally described as:

Block 4, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, and, Lot 2, Subdivision of Block 9, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska

The premises has been operated as a bowling alley, and included in the lease is all bowling equipment, pins, pin setting infrastructure, and all shoes, bowling balls, and miscellaneous equipment currently located on or in the premises. Also included is all restaurant equipment and appliances, office equipment, and all other miscellaneous personal property currently located in the premises. Parties shall complete an inventory of personal property located on or in the premises at the time possession under this lease is given to Tenant.

USE OF PREMISES

The Premises shall be used by Tenant for the purpose of operating a bowling alley, restaurant, and family entertainment center, and for such purposes as Tenant shall elect, provided Tenant shall not use or occupy, or permit the use or occupancy of the leased Premises, or any part thereof, in any unlawful manner or for any illegal purpose or

in such manner as to constitute a nuisance or in violation of any provision of this lease, the terms and conditions of any certificate of occupancy applicable to the Premises, or for any purpose or in a manner which may cause structural injury, and shall not use or occupy, or permit the use or occupancy of the Premises, for any purpose not permitted by the laws, rules, regulations, and ordinances of the applicable governmental authorities. The premises, and all equipment and personal property included in this lease shall be maintained by Tenant in a good and serviceable condition, and shall, at the expiration of this lease or any extension or renewal term thereof, be restored to Landlord in its present condition, reasonable wear and tear associated with normal use excepted.

TERM OF LEASE

The Term of this lease shall commence on the date possession of the premises is given to Tenant, and shall continue for a period of TWO (2) years, commencing on the 1st day of MAY 2023 and continuing for 24 months thereafter. Landlord and Tenant agree that they will discuss renewal or extension of the lease, and or purchase of the premises by Tenant, sixty days before the expiration of the term of this lease, and if a renewal, extension or purchase is agreed to, the parties shall execute a new lease or agreement for the same.

RENT

Tenant shall pay to Landlord as rent for the leased premises, the sum of \$48000, which sum shall be paid in monthly installments of \$2000.00 each, commencing on MAY 1, 2023, and a like amount of \$2000.00 on the first day of each month thereafter for the full 24 month period.

PAYMENT OF RENT

Tenant shall pay all Rental payments when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental, or other sum due Landlord under the terms of this Lease, not paid when due shall bear interest from the original due date at the rate of not less than 14% per annum until paid.

TENANTS MAINTENANCE AND REPAIR OF BUILDING

Tenant shall maintain the interior and exterior of the building in a neat and orderly fashion, and shall not allow waste or neglect to diminish the value of the building or detract from its appearance. Tenant shall be responsible for making all necessary repairs to the plumbing, electrical and lighting, and maintenance of the heating system in the building, and to the pin setting equipment, bowling lanes, fire protection system and all other improvements, fixtures, appliances, equipment, and personal property located in the premises. Tenant shall have the responsibility of replacing light bulbs and florescent lighting as the same shall be required during the term of the lease, and keeping and maintaining the parking lot, sidewalks and exterior of the building, including the roof, in good condition. Tenant shall keep the parking lot and walkways free of snow and ice, and in a safe condition for customer and patron use. This lease is to be a "Tripple Net" lease, with the Tenant responsible for all necessary repairs and maintenance of the premises, and the parties specifically acknowledge that the amount of rent to be paid to Landlord for the premises for a building of the size and included improvements as the current premises, has been set and agreed to with recognition of the obligations of Tenant in mind.

ALTERATIONS TO THE PREMISES

Tenant shall not, without the written consent of Landlord, be permitted to make any structural modification to or remodeling of the premises, including by way of example but not limitation, removal or relocating of interior walls, doorways, windows or hallways, removal of wall or floor coverings, lighting fixtures or plumbing fixtures, removal of any bowling alley infrastructure, including lanes and pin setting equipment. Landlord will consider any request of Tenant for permission to remodel or make structural modifications to the premises, and will not unreasonably withhold such consent provided the same shall not diminish the value or utility of the premises, and provided further that Tenant shall provide Landlord with a detailed description of the proposed work and Tenant's plan for restoring the premises at the expiration of the term of this lease. All improvement to the building and premises shall remain with the premises at the expiration of this lease, and shall be the property of Landlord.

UTILITIES

Tenant shall pay all utility charges for water, gas, electricity, sewer, trash removal and other city services and utility charge, accruing during the term of the lease or any extension or renewal thereof, promptly when the same shall be due. In the event any deposits for utilities shall be required, Tenant shall pay the same, and shall cause the utility accounts to be established in Tenant's name.

ASSIGNMENT AND SUBLEASE

Tenant shall not be permitted, without the consent of Landlord, to assign or sublet the premises or any portion thereof, except to a subsidiary or other division of Tenant. Any assignment or sublease shall not relieve Tenant of its obligations to Landlord provided for herein.

TAXES

Landlord shall be responsible for and agrees to pay all real estate taxes and assessments accruing before or during the term of the lease.

INSURANCE

Tenant shall, during the term of this lease agreement, keep in effect casualty and hazard insurance, insuring the premises against loss from fire, flood and other occurrence. Tenant shall additionally purchase and maintain public premises liability insurance in an amount not less than \$1,000,000.00. Tenant shall be responsible for any renters insurance, insuring Tenant's contents and personal property located within the premises. The premium cost for premises liability insurance and casualty and hazard insurance shall be split between the parties. Tenant shall, at the commencement of this lease, provide Landlord with a certificate of insurance demonstration that tenant has in full force and effect the required insurance, and the casualty and hazard insurance shall identify Landlord as having the insurable interest. Tenant shall at the time of renewal of such insurance provide Landlord with additional certificates of insurance.

LANDLORD'S RIGHT TO ENTER THE PREMISES

During the term of this lease, Landlord shall have the right to enter the premises at reasonable times to view and inspect the premises, make repairs and alterations which are the responsibility of Landlord, and take such other action as shall be necessary to protect and preserve the integrity and value of the premises.

PURCHASE OF REPLACEMENT PROPERTY

Tenant may, during the term of this lease, purchase additional bowling balls, shoes or other equipment, or purchase additional appliances or other items of personal property to be used in the operation of the bowling alley and restaurant. Personal property, equipment or appliances purchased to replace damaged or destroyed personal property currently in the premises, shall remain in the premises at the expiration of the lease, and be the property of Landlord. Any additional personal property, equipment, appliances, games, arcade property, or other personal property, not affixed to the real estate, shall remain the property of Tenant at the expiration of this lease, and Tenant shall be entitled to remove the same (as long as removal does not cause damage to the premises). Personal property affixed to the real estate, e.g. water softener, water heater, air conditioner units, ceiling lighting, signage, wall and floor coverings, shall remain with the premises at the expiration of the lease, and shall be the property of Landlord. Tenant shall purchase and replace any such personal property and equipment, damaged or destroyed during the term of this lease.

DEFAULT AND TERMINATION

In the event Tenant:

1. Fails or refuses to perform any of its obligations under this lease; including without limitation, the obligation to pay rent;
2. Breaches any covenant or condition of this lease;
3. Abandons the premises;
4. Files or has filed against it, any case under the Federal Bankruptcy Act;
5. Suffers or allows any event to occur which reasonably impairs its ability to perform the terms of this lease or the value of the premises;

Landlord may terminate this lease effective fifteen (15) days after notice of termination is given Tenant unless Tenant shall, within such period, cure any breach, failure to perform, or cause to be eliminated any condition impairing the premises or Tenant's ability to perform the terms of this lease without interruption. In the event Landlord shall terminate this lease as provided for herein, Tenant shall immediately restore possession of the premises to Landlord, and agrees to and by these presents does assign to Landlord all rents and profits of the premises. Upon termination of the lease as provided for herein, Landlord shall be entitled to maintain any action at law or in equity available to Landlord arising out of the default by Tenant.

RESTORATION OF PREMISES


At the expiration of the term of this lease, unless extended or renewed. Tenant shall restore possession of the premise to Landlord in a clean, neat and orderly fashion, and in the same condition as the same are presently in, reasonable wear and tear associated with normal use excepted, and excepting further any change in condition of the premises caused by remodeling if agreed to by Landlord as provided for herein

LIMITATION OF LANDLORD'S PERSONAL LIABILITY


Tenant specifically agrees to, and by the presents does indemnify and hold Landlord harmless for any claim, cause of action or damage sustained by Landlord arising out of the possession of or use of the premises by Tenant.

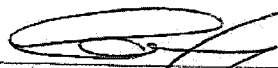
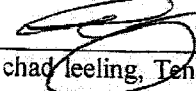
ENTIRE AGREEMENT-BINDING EFFECT

This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This agreement shall bind the parties, their heirs, assigns except as provided for herein, personal representatives and successors in interest.

Dated this 2 day of May, 2023 

Cheema Investments, LLC, Landlord

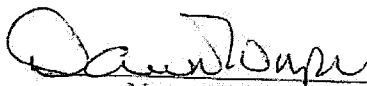
By: 
Kuldip Singh, Member/Manager


27th St bro's LLC, Tenant

chad leeling, Tenant

STATE OF NEBRASKA)
) ss

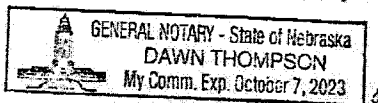
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this day of MAY, 1, 2021, by Kuldip Singh, for and on behalf of Cheema Investments, LLC, LANDLORD herein.



Notary Public

My Commission Expires:



STATE OF NEBRASKA)

) ss

COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this day of MAY 1, by 27TH ST BRO'S and CHAD LEELING, Tenants herein.

Notary Public

My Commission Expires:

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 81990766
5/4/2023 12:11 PM

Status: **APPROVED**
Customer Name: Anne DeMaranville
Type: Visa
Credit Card Number: **** * 9489

Items	Quantity	TPE Order ID	Total Amount
Change of Location	1	78192564	\$45.00
License Number:: 124511			
Trade Name (DBA):: Brothers 27th st wings and burgers			
Address:: 2521 5th ave			
City:: Scottsbluff			
State:: NE			
Zip Code:: 69361			
Phone Number:: 3082253433			
Email Address:: chad.leeling@yahoo.com			
Total remitted to the Nebraska Liquor Control Commission			\$45.00
Total Amount Charged			\$46.12