

City of Scottsbluff, Nebraska

Monday, July 1, 2013

Regular Meeting

Item Public Inp6

Council to consider approving the request from Racks Wine and Spirits, 1402 East 20th St., to add an outdoor area to their existing liquor license.

Staff Contact: Cindy

STATE OF NEBRASKA

Dave Heineman
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7352 (TTY)

June 25, 2013

SCOTTSBLUFF CITY CLERK
2525 CIRCLE DRIVE
SCOTTSBLUFF NE 69361

Dear Clerk,

Please present this request to you city/village/county board and send us a copy of their recommendation. If recommendation of denial or no recommendation is made the Commission has no alternative but to cease processing this request.

RE: ADDITION

LICENSE #: CK-088418

LICENSEE NAME: SCRIPTER, KIMBERLY G. & ROBERT E.

TRADE NAME: RACKS WINE & SPIRITS

ADDRESS: 1402 E 20 STREET

CITY/COUNTY: SCOTTSBLUFF/ SCOTTS BLUFF

PREMISE PHONE: 308-633-2709

CURRENT DESCRIPTION: SINGLE STORY BLDG APPROX 73'X 128'

NEW DESCRIPTION: SINGLE STORY BLDG APPROX 73'X 128' W/OUTDOOR AREA APPROX 22'X 34' TO THE EAST

Randy Seybert
Licensing Division
Nebraska Liquor Control Commission

rs
cc: file

Janice Wiebusch
Commissioner

Bob Batt
Chairman
An Equal Opportunity/Affirmative Action Employer

William Austin
Commissioner

FORM 35-4001
REV. 12/99

APPLICATION FOR ADDITION TO LIQUOR LICENSE

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

Office Use

Application:

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission RS
- Must include a copy of the lease or deed showing ownership of area to be added
 - This is still required even if it's the same as on file with our office
- Must include simple sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

LIQUOR LICENSE # CK 0884/18

LICENSEE NAME KIRZELY G. SCREPTER

TRADE NAME RACKS WINE + SPIRITS

PREMISE ADDRESS 1402 E. 20th ST

CITY SCOTTSBUFF

CONTACT PERSON ROBERT E. SCREPTER

PHONE NUMBER OF CONTACT PERSON 308 631 0868

Complete the following questions:

- 1) Are you adding on to your building? Yes No
- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

- 2) Are you adding an outdoor area? Yes No

If an outdoor area (check one of the following)

012.07 "Beer garden" shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises. (examples may include, but are not restricted to sand volleyball, horseshoe nits)

CK # 1609
\$ 45.00

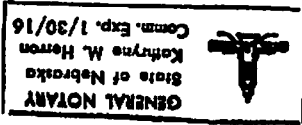


RECEIVED
03



Notary Public Signature

Kathryn M. Harmon



Date

The foregoing instrument was acknowledged before me this June 17, 2013

State of Nebraska

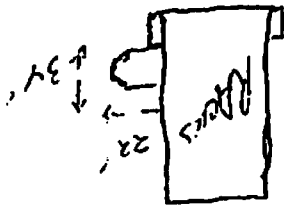
County of Scotts Bluff

Signature of Licensee or Officer

[Signature]

Print Name of Signatory

Russell E. Seaman



- direction north
- outside dimensions (in feet)
- existing building

• Include a sketch of the area to be added showing: N

What type of permanent fencing will you be using?

012.08 "Sidewalk cafe" shall mean an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.



THIS IS A "FULLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE"
 A REALTOR® is a member of the REALTOR® Association
 and as such is governed by the Code of Ethics and Rules and Regulations.

RECEIVED
 REALTOR ASSOCIATION
 JUN 02 2010

The undersigned, as Buyer, agrees to purchase the following property on the following terms:
 Address: 1422 East 20th Street, Scottsbluff, NE 68701
 Legal Description: 1st 1/2 Section 29, T3S, R10E, Bk 7, East Force 2nd
 including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title and has not been deeded to the Public or any other party.
 Personal property included as follows: _____

Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability. The cost of this insurance shall be paid by Seller and Buyer shall pay the closing and the cost of the title insurance shall be paid by Buyer. If paid by check, it will be cashed. The earnest money will be deposited in a trust account to be held until closing or until the escrow agent by agreement of Buyer and Seller. All money shall be deposited in a trust account. If the title defects are not cured within such time period, Buyer may declare this agreement null and void, and the earnest money shall be refunded. Seller agrees to convey to Buyer by warranty deed or WARRANTY DEED and rescurions or covenants now of record. Special assessments for items such as paving, curbing, sidewalk or utilities previously constructed, and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. If checked, the purchase price includes all furniture and _____ Personal Property. If checked, the documentary stamp tax shall be paid by Seller. _____ and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. Said personal property shall be included in the closing. _____
 Price. Buyer agrees to pay \$ 150,000 on the following terms: an earnest money deposit of \$ 5,000 at the time of signing of this agreement.
 All Cash: Balance shall be paid in cash, or by certified or cashier's check at time of delivery of deed, or within 10 business days after the date of delivery of deed.
 Contingent upon Buyer's ability to obtain a loan, or to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ 150,000 on the following terms: initial interest not exceeding 7% per annum; amortized over not less than 30 years; points not to exceed 2 application for the loan within 15 days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this agreement any time after _____ from a regulated lender, unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval.
 Other Provisions: _____
 Addendum: The attached addenda shall be made a part of the Purchase Agreement. (List Addendum)
 Real Estate Taxes: Seller shall pay all taxes to and including 2009 (Buyer) _____
 Together with interest, rent, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.
 Compare with Law: Seller shall comply with any federal, state or local law applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.
 Maintenance/Repairs/Explanations: Cost to Seller: Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, the heating, air conditioning, water heater, sewer, plumbing, electrical system, any appliances and the lawn.
 Insects: _____ If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should damage from such insects be found, the property shall be treated at Seller's expense. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this agreement.
 Liability Limit: Except for the costs required by the preceding three paragraphs, Seller's total liability for any costs for maintenance, repairs or replacements required by terms of this agreement or by Buyer's lender, shall not exceed \$ 5,000. Should maintenance, repairs or replacements exceed the stated amount Seller may elect to pay the cost in excess of such amount. If Seller does not, Buyer may elect to take the property without the repairs or maintenance and such amount (the full limit) shall be a credit to the purchase price. (Otherwise, either party may rescind this agreement.)
 Impediments: Unless otherwise provided specifically in this agreement, Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before _____ calendar days after the inspection desired to give notice to the Seller of any unsatisfactory conditions of the property (the "inspection deadline"). If the Buyer fails to notify the Seller of an unsatisfactory condition Buyer agrees to accept the property in its condition on the inspection deadline. If such notice is received by the Seller as set forth above, this agreement shall terminate on _____ the settlement deadline, unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.
 Access to Property: Seller shall provide reasonable access to Buyer, his inspectors or agents to timely fulfill this agreement and to representatives of Buyer's Lender to accommodate financing.
 Condition of Property: Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated _____ and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property. _____ If checked, a disclosure is attached.
 Risk of Loss: Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right (i) to require the premises to be restored to the condition at exception hereto; (ii) to adjust the price to the value subject to the damage; or, (iii) to rescind this agreement.
 Possession and Closing: Closing of the sale shall be on 1422 East 20th Street, Scottsbluff, NE 68701 _____ or within 10 days after loan approval, which ever shall last occur. Possession of Property shall be given on _____ but not before closing. This agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this agreement have been met. Time is of the essence in this agreement. Escrow Closing: Buyer and Seller agree that the closing of the sale may be handled by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller in account for funds or preparation of documents in connection with the closing of funds or other good, sufficient and collected funds, and all disbursements or delivery or records any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this agreement have been satisfied, performed and met.
 Closing charges shall be paid as follows: _____
 Title insurance _____
 Escrow closing _____
 Buyer _____
 Seller _____

RECEIPT FOR FULLY EXECUTED PURCHASE AGREEMENT

SELLER'S LIMITED AGENT is [Name] DATE [Date] SSN/EID# [ID]

BUYER'S LIMITED AGENT is [Name] DATE [Date] SSN/EID# [ID]

STATE OF NEBRASKA COUNTY OF [County] before me on [Date]

Commission Expires [Date] Notary Public [Name]

SELLER accepts this agreement on the terms stated and agrees to convey title to the property...

RECEIVED FROM: [Name] RECEIVED FROM: [Name]

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VenNewkirk Real Estate
 3305 North 10th Street
 Gering, NE 69341



This is a legally binding agreement. If not understood, seek legal advice.

Addendum to Purchase Agreement

The Seller and Buyer named in the Purchase Agreement dated March 20, 2010
 1402 E. 20th Street, Scottsbluff, NE 69361
 for the sale of

agree to the following terms in addition to or as modifications of those stated in the Agreement
 The purchase price will be \$182,500.00. Building sold in "as is" condition. Seller had Russell Report exam
 examine roof top units (leak & cond) & they indicated
 The units were in good condition but may need servicing
 To get units started up. Listing agent related to seller.
 DATE 3-22-10
 SELLER *Russell Report LLC by Russel Wynn*

DATE 3-23-10
 BUYER *Kennedy Sinner*

PREPARED BY: Cathi Wynn, Sales Associate
 Addendum to Purchase Agreement, Nebraska REALTORS® Association
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