

City of Scottsbluff, Nebraska

Monday, October 21, 2013

Regular Meeting

Item Reports3

Council to consider a change of location for the Silver Saddle Lounge Class C liquor license to 1901 – B 21st Ave.

Staff Contact: Rick Kuckkahn, City Manager

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)

September 24, 2013

SCOTTSBLUFF CITY CLERK
2525 CIRCLE DRIVE
SCOTTSBLUFF NE 69361

RE: CHANGE OF LOCATION

The below referenced licensee has submitted a request for a change of location.

LICENSE #: C-057774
LICENSEE NAME: WOODS, DICK L.
TRADE NAME: SILVER SADDLE LOUNGE
ADDRESS: 610 W 27TH STREET
CITY/COUNTY: SCOTTSBLUFF / SCOTTS BLUFF
PREMISE PHONE: 308-220-4411
NEW ADDRESS: 1901-B 21ST AVE
NEW DESCRIPTION: IRREGULAR SHAPED SINGLE STORY BLDG APPROX 202' X 67'

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

Sincerely,
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 CHANGE OF LOCATION TO LIQUOR LICENSE

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

Office Use

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Application needs to include the following:

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location
 - Document must show ownership in name of licensee, if licensed as corporation or LLC must show that name
- Must include simple sketch showing new building, must include outside dimensions in feet (not square feet), direction north, if it's a one or two story building, if there is a basement. No blue prints.
- May include a letter of explanation

RS

LIQUOR LICENSE # 57774-C

LICENSEE NAME DICK L. WOODS

TRADE NAME SILVER SADDLE LOUNGE

CURRENTLY LICENSED ADDRESS 610 W 27th ST UNIT A

CITY SCOTTSBLUFF

CONTACT PERSON DICK WOODS
(cell)

CONTACT PERSON PHONE NUMBER 308-641-5454 308-220-4411 ^{Buss.}

Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county), a new application will need to be filed.

Complete the following questions:

1. What is the new address? 1901-B-21st Ave
2. City SCOTTSBLUFF County SCOTTSBLUFF
3. When do you expect on moving to new location? AS SOON REMODDLING IS DONE AND INSPECTIONS ARE APPROVED.

MO 14-743555424
45-mm

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BT

DICK L. WOODS

Dick L. Woods

Print Name of Signature

RECEIVED
7/11/13
NEBRASKA LIQUOR
CONTROL COMMISSION

Dick L. Woods

Signature of Licensee or Officer

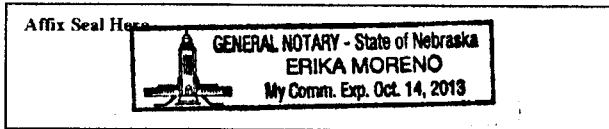
State of Nebraska

County of Scotts Bluff

The forgoing instrument was acknowledge before
me this 10th day of August, 2013
Date

Erika Moreno

Notary Public Signature



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SEP 11 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

LEASE AGREEMENT

LEASE AGREEMENT, entered into by and between Aarna Hospitality LLC dba Motel 6 ("LANDLORD") and Dick Woods ("Teanant").

For good and valuable consideration the parties agree as follows:

1. Landlord hereby leases and lets to teanant the premises described as

Follow: 1901 21st ave

Scottsbluff NE (Restaurent and Bar Only.)

2. This Lease shall be for a term of 10 years beginning on August 31, 2013 and ending on August 30, 2023. Teanant shall pay to Landlord rent in the amount of \$100.00 Per month during said term, payable on the 1st day of each Month in advance.

3. Teanant shall pay a security deposit of \$2000.00 To be kept by Landlord in accordance with state law, and to be returned Upon termination of this Lease and the payment of all rents due and Performance of all other obligations. (Lease will bevoid if state does not Allow the transfer of location of liquor license.

4. Tenant shall at his/her own expense provide the following utilities:

ELECTRICITY-GAS-WATER-AND ALL PERMITS

INSURANCE-MAINTANCE AT OWN EXPENSE

Maintain city and state fire code.

5. Tenant further agrees that:

a) Upon the expiration of the Lease, Tenant will return possession of the leased premises to Landlord in its present condition, except for reasonable wear and tear. Tenant shall commit no waste to the leased premises.

b) Tenant shall not assign or sublet the premises or allow any other person to occupy the leased premises without Landlord's prior written consent. No sublease of any nature.

c) Tenant shall not make any material or structural alternations to the premises or change locks on the premises without Landlord's prior written consent.

d) Tenant shall comply with all building, zoning, and health codes and other applicable laws for the use of said leased premises.

e) Motel not responsible for any injury or death at bar.

f) Premises are given possession As is - NO FIXING NO RENOVATING NO WARRENTIES.

g) Lease transfer with new terms. Landlord has rights to transfer or not.

h) NO loud music to the point of disturbing motel guests.

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- i) Tenant shall not conduct on any activity deemed by Landlord in its sole discretion hazardous, a requiring an increase in fire or hazard insurance premiums.
- j) In the event of any breach of the payment of rent, or any other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and reclaim possession of the premises, in addition to such other remedies which are available to Landlord as a result of said breach.
- k) This Lease shall be binding upon and inure to the parties, and their respective successors, agents, Personal representatives, and assigns.
- l) This Lease shall be subordinate to all present or future mortgages against the property.
- M) Additional Lease terms:
 - a) Owner has joint rights to meeting rooms.
 - b) Tenant has the right to cancel LEASE at any time and take what is theres...(HIS).
 - c) Deposit will not be refunded for breach of contract or early termination.

Signed this 30th day of August, 2013.

[Signature]

WITNESS

WITNESS

[Signature]

LANDLORD

[Signature]

TENANT

Memo

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 10/18/2013
Re: **Silver Saddle Change of Location for License Class C, license Number 057774. License Applicant Name – Dick Woods**

Dick Woods, owner of the Silver Saddle Lounge has requested to move his business from 610 W 27th Street Unit A to 1901 –B 21st Ave Scottsbluff, Nebraska. Dick Woods told me that he will be leasing the back of the Motel 6 building located at 1901 21st Ave. Woods stated that he is in the process of remodeling the space adding that he anticipates moving at the end of October opening for business sometime after the 1st of November. Woods told me that he will soon close his business on 27th Street to devote his time to the new business.

On October 17th, 2013 Nebraska State Patrol Trooper Tamara Otto and I met with Dick Woods at the proposed sight of the new Silver Saddle. Woods showed us the building stating that he has changed his plan and will only license the lounge area and part of the kitchen. Woods explained that sometime in the future he will extend his license to include the entire kitchen and restaurant area. Woods stated that he is going to focus his attention on the lounge and part of the kitchen as the walk in cooler are in the part of the kitchen he will license. Trooper Otto explained to Woods that he would need to construct a barrier wall dividing the kitchen from the restaurant and meeting rooms to prevent access the coolers. Trooper Otto told Woods that he would need to contact her once the wall is constructed and she would give him final approval.

As of October 18th, 2013, Woods has not yet received a “Certificate of Occupancy” for the business. Woods has to bring the business up to fire and building codes before that will be granted.

I would not expect any challenges with traffic or parking at the business. The part of the building that Wood’s is renting is a former bar/lounge on the north side of the motel. In contemplating location I would consider this new location more appropriate than the current location of the Silver Saddle on W 27th Street.

There are two restaurants and a convenience store in the area that have liquor licenses.

Respectfully Submitted

Kevin E Spencer
Chief of Police
Scottsbluff Police Department

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Memo

Date: September 27, 2013
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn
Re: Class "C" Liquor License – change of location Application
Silver Saddle Lounge
From 612 W. 27th Street to 1921 B 21st Avenue
Scottsbluff, NE 69361

Action:

Mr. Dick Woods has requested a **change of location** for his liquor license # Class C 57774-C, from his current location at 612 West 27th Street to 1921 B 21st Avenue. 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 is situated in a C-2 (Neighborhood & Retail Commercial) zoning district where restaurants, bars, & taverns are allowed as a matter of right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) New location for the Silver Saddle Lounge is 1921 B 21st Avenue, which is situated north of Delta Drive and West of 21st Avenue.
- (3) The location has sufficient off-street parking as it is located in the Motel 6 building (formerly the Scottsbluff Inn which has had this type of business before). Required parking for this type of business (Restaurant, bar, one space per three seats).
- (4) The use of this property is consistent with the surrounding neighborhood, which is generally commercial in nature.
- (5) There are no other public buildings or institutions in close proximity to the subject property.
- (6) The existing population of Scottsbluff is approximately 15,039.