

City of Scottsbluff, Nebraska

Monday, October 6, 2014

Regular Meeting

Item Public Inp1

Council to consider an addition to the Silver Saddle Lounge Class C Liquor License and submit a recommendation to the Nebraska Liquor Commission.

Staff Contact: Cindy Dickinson, City Clerk

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)

October 2, 2014

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 #: C-057774

LICENSEE/TRADE NAME: WOODS, DICK /SILVER SADDLE LOUNGE

ADDRESS: 1901-B 21ST AVE

CITY/COUNTY: SCOTTSBLUFF/ SCOTTS BLUFF

PREMISE PHONE: 308-220-4411

CURRENT DESCRIPTION: IRREGULAR SHAPED AREA ON THE EAST END OF A SINGLE STORY BLDG
APPROX 60'X 55'INCLUDING OUTDOOR AREA APPROX 24'X 30'

NEW DESCRIPTION: IRREGULAR SHAPED AREA ON THE EAST END OF A SINGLE STORY BLDG
APPROX 60'X 55'INCLUDING OUTDOOR AREA APPROX 24'X 30' AND BANQUET ROOM APPROX 55'X 65'

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

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SEP 29 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Application:

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) 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 original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 57274 CLASS TYPE C
LICENSEE NAME DICK L. WOODS
TRADE NAME SILVER SADDLE Lounge
PREMISE ADDRESS 1900 E. 21st St
CITY Scottsbluff Neb
CONTACT PERSON DICK WOODS
PHONE NUMBER OF CONTACT PERSON 308-641-5454
EMAIL ADDRESS OF CONTACT PERSON —

OK 1362
\$45.00



1400022193

FORM 110
REV 11/2013
Page 1 of 2

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1. What is being added?

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

MEETING Rm. ~~or~~ BANQUET Rm.

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

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

3. If adding an outdoor area explain:

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

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

Dick L Woods

Signature of Licensee or Officer

State of Nebraska
County of

Scottsbluff

The foregoing instrument was acknowledged before me this

September 22 2014

Date

by

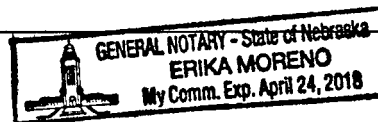
Dick L Woods

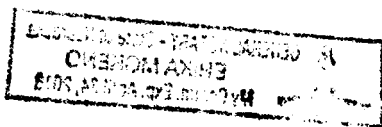
name of person acknowledged (individual(s) signing document)

Erika Moreno

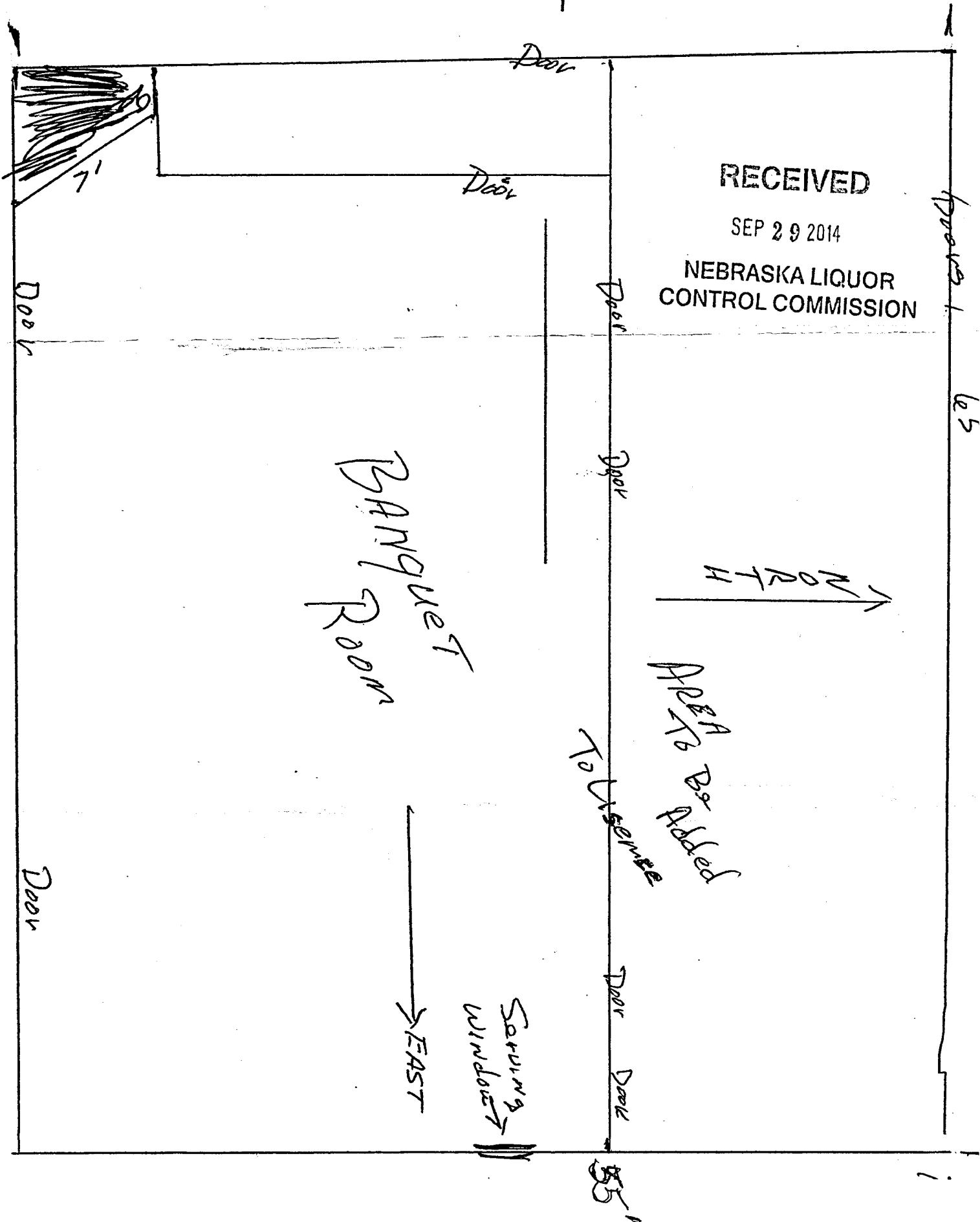
Notary Public signature

Affix Seal





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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 ("Tenant").

For good and valuable consideration the parties agree as follows:

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

Follow: 1901 21st ave

Scottsbluff NE (Restaurant 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. Tenant 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. Tenant 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 be void 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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NEUMANN LIQUOR
CONTROL COMMISSION

- l) 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 20 13.

[Signature]

WITNESS

WITNESS

[Signature]

LANDLORD

[Signature]

TENANT