

# **City of Scottsbluff, Nebraska**

**Monday, October 20, 2014**

**Regular Meeting**

## **Item Public Inp4**

**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 21<sup>ST</sup> 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  
LINCOLN, NE 68509-5046  
PO BOX 95046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.licene.gov](http://www.licene.gov)

**Application:**

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC)

- 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, NO BLUE PRINTS  
must include outside dimensions in feet (not square feet), show direction north.

- 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

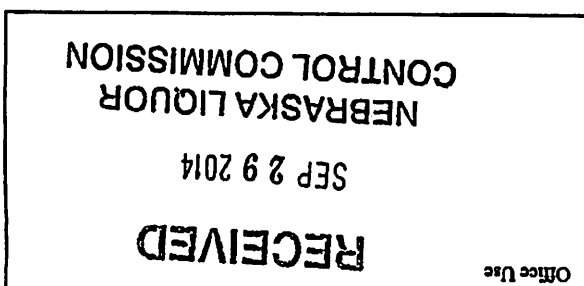
LIQUOR LICENSE # 57774 CLASS TYPE C  
 LICENSEE NAME Dick L. Woods  
 TRADE NAME Silver Saddle Lounge  
 PREMISE ADDRESS 1900 E. 21st  
 CITY Scottsbluff Neb  
 CONTACT PERSON Dick Woods  
 PHONE NUMBER OF CONTACT PERSON 308-641-5454  
 EMAIL ADDRESS OF CONTACT PERSON \_\_\_\_\_



OK 1362  
#45-mm

FORM 110  
REV 11/2013  
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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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SEP 29 2014

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

*Scotts Bluff*

The foregoing instrument was acknowledged before me this

*September 22 2014*

Date

by

*Dick L Woods*

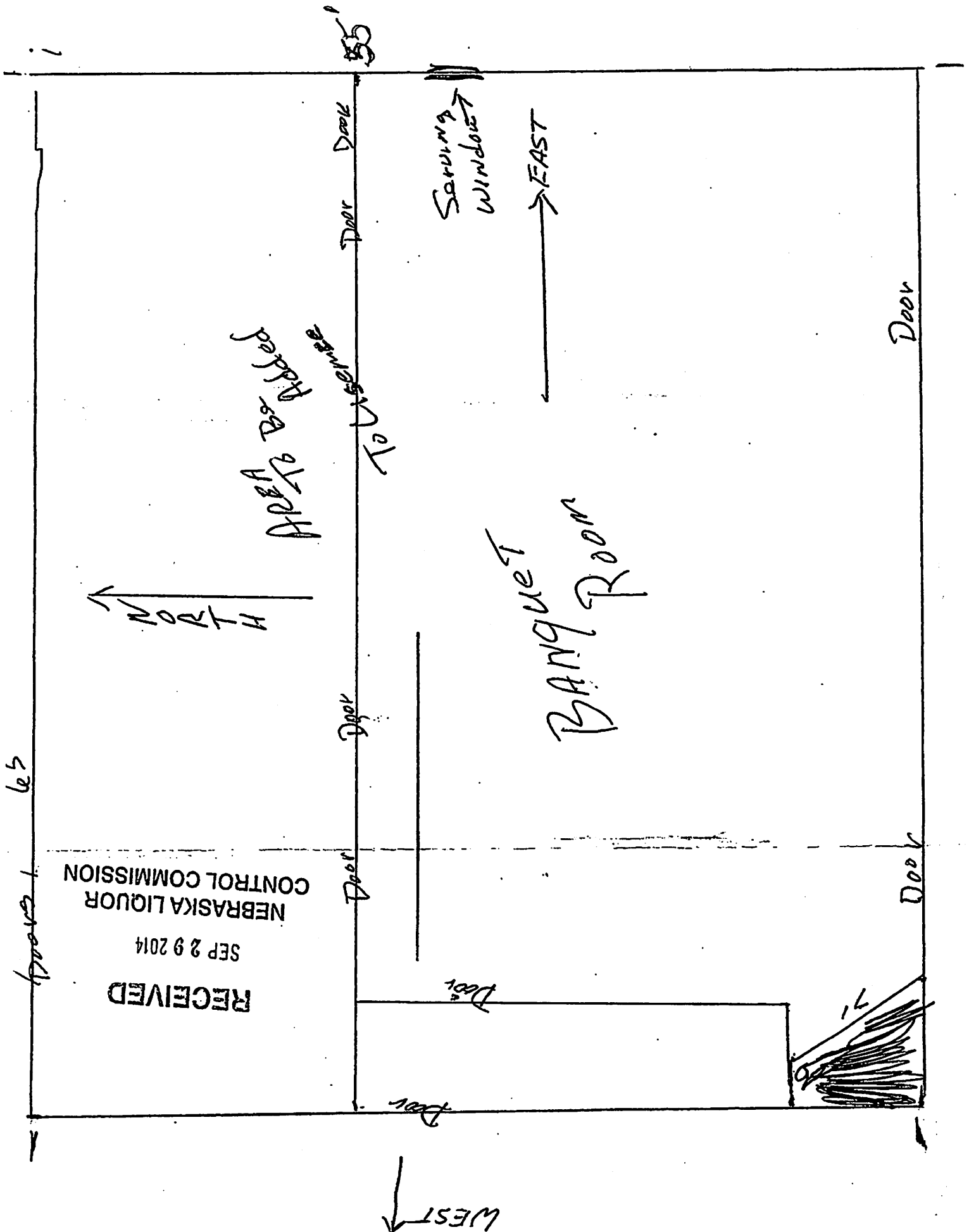
name of person acknowledged (individual(s) signing document)

*Erika Moreno*  
Notary Public signature

Affix Seal



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REV 11/2013  
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SEP 11 2013

NEUMANN 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 21<sup>st</sup> 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 1<sup>st</sup> 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 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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 NEWMAN-LANDLORD  
 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 there...(HIS).
- c) Deposit will not be refunded for breach of contract or early termination.

Signed this 30th day of August, 2013

\_\_\_\_\_  
 WITNESS

\_\_\_\_\_  
 WITNESS

\_\_\_\_\_  
 LANDLORD

\_\_\_\_\_  
 TENANT