

C

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE APPLICATION FOR ADDITION TO CLASS I LIQUOR LICENSE 41459 FOR PREMISE-RECONSTRUCTION FOR SWIZZLE STIX LOUNGE INC DBA LA VISTA KENO, LA VISTA, NEBRASKA.

WHEREAS, Swizzle Stix Lounge Inc dba La Vista Keno, 7101 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their liquor license, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application to change the description of the new license to read "One story building approx 100 x 160 including sidewalk café approx 17 x 120, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the application for addition to premise-reconstruction submitted by Swizzle Stix Lounge Inc dba La Vista Keno, 7101 S. 84th Street, La Vista, Sarpy County, Nebraska.

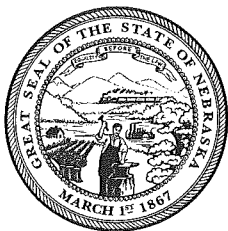
PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Dave Heineman
Governor

STATE OF NEBRASKA

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)

web address: <http://www.lcc.ne.gov/>

November 25, 2008

City Clerk of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: Addition to Premise/Reconstruction for License Class I 41459

Dear Clerk:

The licensee Swizzle Stix Lounge Inc DBA La Vista Keno located at 7101 S 84 Street, La Vista, NE 68128 (Sarpy County) has requested an addition to premise/reconstruction. (See Attached Diagram). The description for the new license will be read as follows unless changed by State Patrol: **One story irregular shaped building approx 100 x 160 including sidewalk café approx 17 x 120.**

Please review the enclosed description diagram and present this reconstruction to premise request to the Council for consideration and return the results to the Nebraska Liquor Control Commission office. If you should have any questions, please feel free to give me a call at (402) 471-4881.

Sincerely,

A handwritten signature in cursive script that reads "Jackie B. Matulka".

Jackie B. Matulka
Licensing Division

Enclosure
pc: File

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

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

RECEIVED
NOV 13 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

Application:

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- 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 # 41459 *I*

LICENSEE NAME

La Vista Keno, Inc.

Swizzle Stix Lounge Inc

corp name change done 11-20-08

TRADE NAME

La Vista Keno

PREMISE ADDRESS

7101 South 84th Street

CITY

La Vista, Nebraska 68128

Sarpy County

CONTACT PERSON

Richard T. Bellino

PHONE NUMBER OF CONTACT PERSON

(402) 339-1606

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 pits...)

Bus 21714
15 mm

☒ 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.

What type of permanent fencing will you be using?

A permanent cement wall with a height of four (4) to five (5)

feet.

- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

RICHARD T BELLINO PRESIDENT LAUTISTA KENO INC
Print Name of Signature

[Signature]

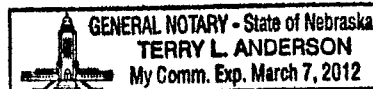
Signature of Licensee or Officer

State of Nebraska

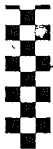
County of Douglas

The forgoing instrument was acknowledge before
me this 6th day of November, 2008
Date

[Signature]
Notary Public Signature



Affix Seal Here



22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS



La Vista Keno
7101 South 84th Street
La Vista, NE 68128-2128

NEW PARTY ROOM
30 FOOT
20 FOOT

EXISTING BAR

EXISTING KENO

NEW SIDEWALK

STORAGE & COOLER

NEW CAFE

17 Foot

17 Foot

NEW BAR
52'

12'

KENO
40'

104 FOOT

LaVista Keno, Inc.
7101 South 84th Street
LaVista, NE 68128
(402) 339-1606

RECEIVED

NOV 13 2008

**NEBRASKA LIQUOR
CONTROL COMMISSION**

November 6, 2008

Nebraska Liquor Commission
301 Centennial Mall South
P.O. Box 95046
Lincoln, NE 68509-5046

Re: Addition to Liquor License # 41459

Dear Liquor Commission:

This correspondence is offered as explanation for the enclosed Application for Addition to Liquor License and the sketch attached thereto.

The current licensee of Liquor License # 41459 is LaVista Keno, Inc. I am the sole shareholder of LaVista Keno, Inc. For simplicity purposes, this Application is filed contemporaneously with my affidavit supporting the "transfer" of Liquor License # 41459 to Swizzle Stix Lounge, Inc., a sister corporation of LaVista Keno, Inc. of which I am also the sole shareholder.

This Application reflects the proposed addition to the licensed premises which is expected to be completed in the spring of 2009. Pursuant to my affidavit and this Application, Swizzle Stix Lounge, Inc. will become the licensee of both the originally licensed premises, as described on Liquor License # 41459, and upon completion and approval, the addition to the licensed premises reflected in the attached sketch.

Should you need further explanation, please contact me.

Sincerely,



Richard T. Bellino
President, LaVista Keno, Inc.

new corp info

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into this 6th day of November, 2008, by and between LAVISTA KENO INC., a Nebraska corporation ("Sublessor"), and SWIZZLE STIX LOUNGE, INC., a Nebraska corporation ("Sublessee").

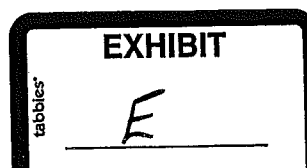
WHEREAS, Sublessor has entered into a Lease Agreement dated March 9, 2005 ("Prime Lease"), whereby Sublessor leases from BELLINO REAL ESTATE, LLC, a Nebraska limited liability company ("Lessor"), the premises located at 7101 South 84th Street, LaVista, Nebraska, 68128; Bays 1,2,3 and Bays 10 through 18, comprising approximately 12,000 square feet ("Leased Premises"); and

WHEREAS, Lessor and Sublessor executed a Lease Extension dated November 6, 2008 ("Commercial Lease"), whereby the Prime Lease is extended for a term of Ten (10) years commencing October 1, 2008 and ending September 30, 2018; and

WHEREAS, it is the desire of the parties to enter into this Sublease providing for the subletting of the Leased Premises by Sublessor to Sublessee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Demise. Sublessor shall and does hereby demise to Sublessee the non-exclusive use and possession of the Leased Premises, including all future additions thereto and reconstruction thereof (hereinafter the "Subleased Premises") subject to the terms and provisions of the Prime Lease and the terms and provisions of this Sublease. A sketch of the Subleased Premises is attached hereto as Exhibit "A" and incorporated herein by this reference.
2. Term. The term of this Sublease shall commence on this date, November 6, 2008, and shall terminate on September 30, 2013 (the "Initial Term"). Thereafter, this Sublease will automatically be renewed for two consecutive five-year terms, unless either party gives written notice to the other at least sixty (60) days prior to the termination of the Initial term or the first renewal term, advising that the Agreement will not be renewed.
3. Rent. Sublessee shall pay to Sublessor, as rental for the Subleased Premises the sum of Twenty-four Thousand Dollars (\$24,000) annually, payable in advance in monthly installments of Two Thousand Dollars (\$2,000), due and payable on or before the fifth (5th) day of each month beginning on or before December 1, 2008. Rental payments shall be made at Sublessor's address of 7101 South 84th Street, LaVista, Nebraska, 68128.
4. Prime Lease. Sublessee shall observe and perform a proportionate share of the responsibilities owed to the Lessor with respect to the Leased Premises under the terms and provisions of the Prime Lease. A copy of the Prime Lease, as amended by the Lease Extension, is attached hereto as Exhibit "B" and incorporated herein by this reference.



5. Assignment and Subletting. Sublessee shall not assign this Sublease or any interest therein, by operation of law or otherwise, and shall not sublet the Subleased Premises or any part thereof without the prior written consent of Sublessor and Lessor.

6. Default. In the event that Sublessee fails or neglects to perform under the provisions of this Sublease or the Prime Lease, then Sublessor may, in addition to any rights of the Lessor or Sublessor under the Prime Lease, after reasonable notice in writing of not less than thirty (30) days, terminate this Sublease Agreement.

7. Entire Agreement. This Sublease contains the entire agreement of the parties with respect to the matters set forth herein. All prior or contemporaneous written or oral understandings are hereby merged into this Sublease. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respect successors and permitted assignees.

8. Amendment. This Sublease may not be modified, altered or amended except by a subsequent written instrument executed by the party against whom such modification, alteration or amendment is sought to be enforced and the prior written consent of the Lessor.

9. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease effective as of the day and year first above written.

SUBLESSOR:

LAVISTA KENO, INC., a Nebraska corporation,

By: Richard T. Bellino
Richard T. Bellino, President

SUBLESSEE:

SWIZZLE STIX LOUNGE, INC., a Nebraska corporation,

By: Richard T. Bellino
Richard T. Bellino, President

CONSENT TO SUBLEASE AGREEMENT

The undersigned does hereby consent to the subletting of the Leased Premises by LAVISTA KENO, INC. to SWIZZLE STIX LOUNGE, INC., and does hereby approve of, accept, and consent to the terms and provisions contained in the foregoing Sublease Agreement.

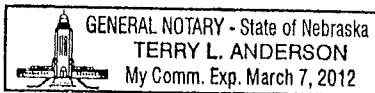
BELLINO REAL ESTATE, LLC, a Nebraska limited liability company,

By: *Richard T. Bellino*
Richard T. Bellino, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of November, 2008, by Richard T. Bellino, President of LaVista Keno, Inc., a Nebraska corporation d/b/a LaVista Keno, on behalf of the corporation.

WITNESS my hand and notarial seal the day and year last above written.

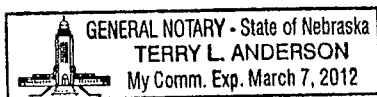


Terry L. Anderson
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of November, 2008, by Richard T. Bellino, President of Swizzle Stix Lounge, Inc., a Nebraska corporation, on behalf of the corporation.

WITNESS my hand and notarial seal the day and year last above written.

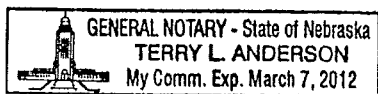


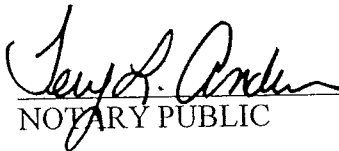
Terry L. Anderson
NOTARY PUBLIC

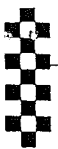
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of November, 2008,
by Richard T. Bellino, Member of Bellino Real Estate LLC, a Nebraska limited liability
company, on behalf of the company.

WITNESS my hand and notarial seal the day and year last above written.



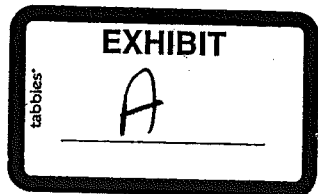

NOTARY PUBLIC



22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS



La Vista Keno
7101 South 84th Street
La Vista, NE 68128-2128



NEW PARTY ROOM
20 FOOT

30 FOOT

EXISTING BAR

EXISTING KENO

NEW SIDEWALK

STORAGE & COOLER

NEW CAFE

17 Foot

17 Foot

NEW BAR

52'

12'

KENO

40'

104 FOOT

COMMERCIAL LEASE

This lease is made between BELLINO REAL ESTATE, L.L.C.,
mailing address: P.O.Box 461059, Papillion, NE 68046 herein called Lessor,
and La Vista Keno, Inc. herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of La Vista, County of Sarpy, in the State of Nebraska, described as 7101 S 84 St # 15,16,17,18 (approx 4000sf), upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of ten (10) years, commencing October 1, 2008, and terminating on September 31, 2018 or sooner as provided herein at the annual rental of (\$ 51,000) (\$ 12.75 per sq ft. payable in equal installments of \$ 4,250.00 in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.
2. **Use.** Lessee shall use and occupy the premises for business purposes only. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements, in, to or about the premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspection the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage cause thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ day of the commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damage, no matter how caused.
11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT

tabbles

B

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulation, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after the giving of such notice, then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of (\$ N/A), N/A Dollars, as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. **Taxes.** Real Estate taxes will be triple net meaning: Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 22.23 % of the taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. (This percentage of taxes may be added to the Lessee's CAM monthly charges).

17. **Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes and insurance for the common area.

18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time:

Bellino Real Estate, L.L.C. Attn: Richard T. or Mary Kay Bellino P.O.Box 461059 Papillion, Ne 68046.

20. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum negotiated at the time of renewal. The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

22. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any have been made a part of this lease before the parties execution hereof:

Signed this 8 day of 11, 2008.

This is to memorialize the lease Entered into 8/08

BELLINO REAL ESTATE, L.L.C.

By Mary Kay Bellino
Lessor

La Vista Keno, Inc. by Richard T. Bellino

By Richard T. Bellino
Lessee

SPAEHLER
No. 932 81150 8 1/2"x11" ISOMETRIC

La Vista Keno
7101 South 84th Street
La Vista, NE 68128-2128

