

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF A REQUEST FOR A CHANGE OF LOCATION FOR THE LIQUOR LICENSE OF SKC-BRENTWOOD INC. DBA SUMMER KITCHEN CAFÉ & BAKERY.

WHEREAS, SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery currently holds a valid Class C Liquor License from the Nebraska Liquor Control Commission; and

WHEREAS, SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery has made a request to Nebraska Liquor Control for change of location from 7855 South 83<sup>rd</sup> Street to 12010 Giles Road; and

WHEREAS, the Nebraska Liquor Control Commission has asked that this request be presented to the City Council for action.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista do hereby approve the request for change of location as presented by SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery and instructs the City Clerk to inform the Nebraska Liquor Control Commission of said approval.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2007.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
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 12, 2007

LA VISTA CITY CLERK  
8116 PARK VIEW BLVD  
LA VISTA NE 68128-2198

RE: **SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery #C-25820**

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

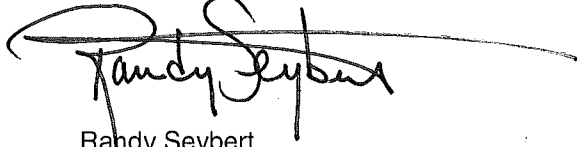
**From:** 7855 South 83<sup>rd</sup> Street

**To:** East of Giles Road & Eastport Pkwy (approx 120<sup>th</sup> & Giles Road) 12010 Giles Rd

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Randy Seybert  
Licensing Division

rs

cc: file

Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman  
*An Equal Opportunity/Affirmative Action Employer*

Pat Thomas  
Commissioner

PLEASE COMPLETE AND RETURN TO:  
NE LIQUOR CONTROL COMMISSION  
PO BOX 95046  
LINCOLN , NE 68509-5046

FEE OF \$45.00 REQUIRED

LICENSEE'S NAME: SKC - Brentwood, Inc.  
TRADE NAME: Summer Kitchen Cafe and Bakery  
PREMISE ADDRESS: 7855 South 83rd Street  
CITY/COUNTY: La Vista / Sarpy  
LICENSE NUMBER: 25820 TELEPHONE: (402) 592-9181

PLEASE CHECK ONE OF THE FOLLOW

   ADDITION/ RECONSTRUCTION        X   CHANGE OF LOCATION         DELETION

  X   CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

Address From: 7855 South 83rd St.  
Indicate local governing body jurisdiction; city or county La Vista

Address To : East of Giles Rd & Eastport Pkwy (Approx. 120th & Giles Rd.)  
Indicate local governing body jurisdiction; city or county La Vista

- 1) INCLUDE A SKETCH OF THE PROPOSED AREA TO BE LICENSED (8½ x 11 PAPER - BLUEPRINTS NOT ACCEPTED) INDICATE THE DIMENSIONS OF THE AREA TO BE LICENSED AND THE DIRECTION 'NORTH' ON THE SKETCH
- 2) SUBMIT A COPY OF YOUR LEASE OR DEED DEMONSTRATING OWNERSHIP
- 3) IF YOU DO NOT KNOW WHAT JURISDICTION YOU ARE LOCATED IN, CALL THE CITY OF COUNTY CLERK
- 4) IN ORDER TO CLARIFY YOUR CHANGES, AN ATTACHED EXPLANATION IS ALWAYS WELCOME

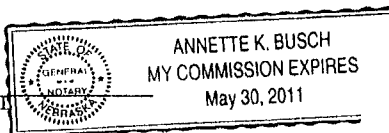
A F F I D A V I T

THE ABOVE REFERENCE REQUEST, AS FILED, WILL COMPLY WITH THE RULES AND REGULATIONS OF THE NEBRASKA LIQUOR CONTROL ACT.

Roger Bergstad  
SIGNATURE OF LICENSEE

SUBSCRIBED IN MY PRESENCE AND FIRST DULY SWORN TO BEFORE ME ON THIS 2<sup>nd</sup> DAY OF August, 2007.

Annette K. Busch  
NOTARY PUBLIC'S SIGNATURE & SEAL



DUS 11622  
45 JK

05473

## BUSINESS PROPERTY LEASE

This Lease, made and executed in duplicate by and between Roger and Carol Bargstadt, husband and wife ("Landlord") and SKC- Brentwood, Inc., a Nebraska corporation ("Tenant"),

WITNESSETHAT:

Landlord does hereby lease unto Tenant and Tenant does hereby lease from Landlord the following-described property:

Lot 2, Southport East Replat 7, an addition to the City of La Vista in Sarpy County, Nebraska

on the following terms and conditions:

1. **Use.** The premises shall be used as a restaurant and bakery. No other uses shall be made of the Premises without Landlord's prior written consent which shall not be unreasonably withheld.
2. **Term.** The term of this Lease shall be an initial period of ten (10) years commencing on the day of execution of this lease.
3. **Base Rent.** Tenant shall pay base rent monthly in advance to Landlord, on or before the 1<sup>st</sup> day of each month throughout the term. Prior to substantial completion of construction of the restaurant building to be constructed on the property, base rent shall be in the amount of \$500.00 per month. Upon substantial completion of the aforesaid restaurant building, base rent shall increase thereafter for the balance of the term to the amount of \$10,000.00 per month
4. **Renewal Option.** Provided Tenant is not then in default in its obligations to Landlord during the initial term, it shall have the option to renew this Lease for four (4) successive five-year periods on the same terms and conditions applicable to the initial term provided that monthly rent shall be adjusted on the 1<sup>st</sup> day of each renewal term to a level equal to the monthly rent for the prior term adjusted by the total cumulative increase in the Consumer Price Index (Kansas City region, all wage earners) during such prior term. Each renewal option must be exercised by written notice to Landlord delivered six (6) months prior to the conclusion of the lease term then running.
5. **Additional Rent.** In addition to the basic rent as provided above, Tenant shall pay to Landlord on or before the 1<sup>st</sup> day of each month throughout the initial term and any renewal period, any common area maintenance expenses charged to Landlord for maintenance of the roadway providing access to the property together with any real estate taxes and insurance expenses applicable to the property.

6. **Utilities.** Tenant shall pay and hold Landlord harmless with respect to all utility deposits and all charges for utility service to the Property.

7. **Snow removal.** Tenant shall provide snow removal service for the property at its expense and at no expense to the Landlord.

8. **Assignment.** Tenant shall not assign its interest under this Lease in whole or in part without the prior express written consent of Landlord, which may be withheld by Landlord in its absolute discretion.

9. **Compliance with Laws.** Tenant shall at all times during the term or any extension thereof operate its business and maintain the Property in full and complete compliance with all applicable laws, rules and regulations and shall indemnify and save Landlord harmless from any and all fines and penalties resulting from any violations of this covenant.

10. **Personal Property at Risk of Tenant.** All personal property of Tenant within the Property shall be at the risk of Tenant.

11. **Landlord's Rights of Entry.** Landlord and its representatives shall have the right to enter the Property at all reasonable times to verify compliance with the terms of this Lease.

12. **Default: Landlord's Rights.** Tenant shall be in default under this Lease if it shall:

- (a) fail to pay any rental sums coming due hereunder within ten (10) business days of the date due;
- (b) fail to comply with any non-monetary requirements set forth herein within ten (10) business days of receipt of written notice from Landlord;
- (c) abandon the Property; or
- (d) be the subject of any bankruptcy, insolvency or similar proceedings not dismissed within thirty (30) days of the filing thereof.

In the event of any such default, Landlord may exercise and avail itself of any remedies permitted by applicable law including the right to reenter the Property without terminating this Lease for the purpose of making any necessary repairs and modifications for the purpose of reletting the same upon such terms, to such parties and for such periods as Landlord deems appropriate and the right to recover from Tenant the entire amount of rent for the balance of the term, all such amounts being deemed accelerated and immediately due and payable upon such default, with Tenant receiving credit against such amounts only for the amount of net rentals from any subsequent Tenant after deduction for expenses of regaining possession of the Property, commissions for the reletting thereof, and any costs for repairs reasonably necessary to accommodate the subsequent tenant.

13. **Personal Property Remaining in Property Upon Vacation by Tenant.** Upon vacation of the Property by Tenant for any reason, any personal property of Tenant remaining in the Property shall be deemed abandoned, with Landlord being permitted to deal with or dispose of such property as it deems appropriate without accounting to Tenant with regard thereto.

14. **Holdover.** In the event Tenant fails to vacate the Property at the end of the initial term or any renewal thereof, the continuing tenancy shall be deemed a month-to-month tenancy terminable upon thirty (30) days' written notice provided that base rent for any holdover period shall be increased by fifty percent (50%) over the amount in effect prior to the inception of the holdover period.

15. **Late Charges.** Any sums payable hereunder not paid within five (5) business days of the date due shall entitle Landlord to add a five percent (5%) late charge which shall be added to the amount due with the next rental payment. In addition, any sums due hereunder not paid within five (5) days of the date due shall accrue interest at fifteen percent (15%) per annum from the date due until paid.

16. **Liens and Encumbrances.** Tenant shall not permit or cause any construction liens to be filed against the Property at any time. In the event of any such filing, Tenant shall cause the same to be removed at its expense and at no expenses to Landlord within ten (10) days of written demand by Landlord.

17. **Building Rules and Regulations.** The following rules shall be applicable to the Property:

- (a) Nothing shall be affixed to the outside of the building by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld.
- (b) Tenant shall not mark, paint, or in any way deface any part of the building without Landlord's prior written consent which shall not be unreasonably withheld.
- (c) No hazardous substances or materials shall be brought into or stored about the building.
- (d) No antenna shall be affixed to the exterior of the building.
- (e) No loudspeakers, televisions, radios or other devices shall be used in a manner so as to be heard or seen outside of the building without Landlord's prior written consent.

18. **Parking.** Employees of Tenant shall utilize employee parking areas from time to time designated by Landlord.

19. **Notices.** Any notice which either party may desire or be required to give to the other

pursuant to the terms of this Lease shall be in writing and shall be delivered by personal service, overnight courier or certified mail, return receipt requested addressed to:

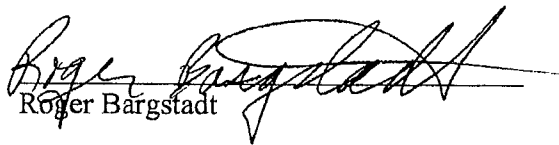
Landlord: Roger and Carol Bargstadt  
9621 S. 163<sup>rd</sup> Ave.  
Omaha, NE 68136

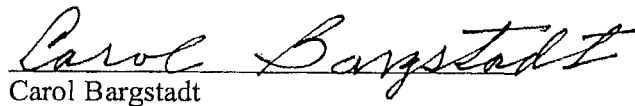
Tenant: SKC-Brentwood, Inc.  
c/o The Summer Kitchen Café  
7855 South 83<sup>rd</sup> Street  
LaVista, Nebraska 68128  
Attn: President

Any such notice shall be deemed received on the date of evidence of such service provided that in the event of service by certified mail, the notice shall be deemed received on the date upon which service was first attempted.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 9<sup>th</sup> day of October, 2007.

LANDLORD:

  
Roger Bargstadt

  
Carol Bargstadt

TENANT:

ATTEST:

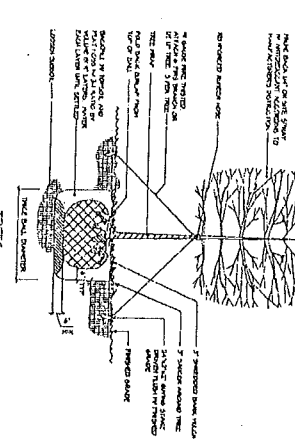
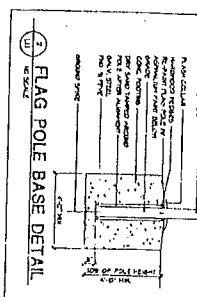
SKC-BRENTWOOD, INC.

  
Secretary

By:

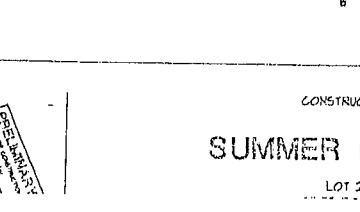
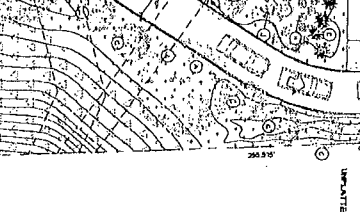
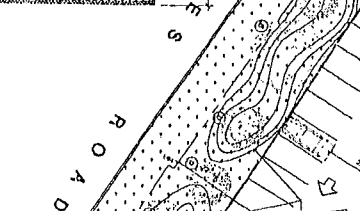
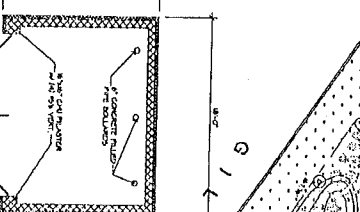
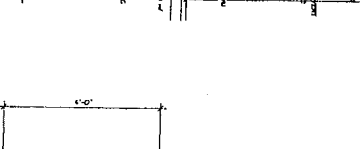
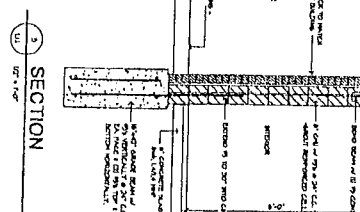
  
President



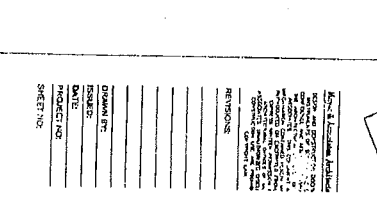
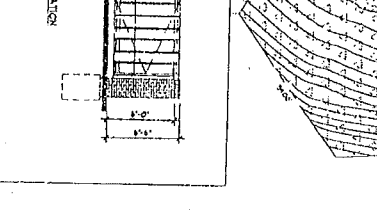
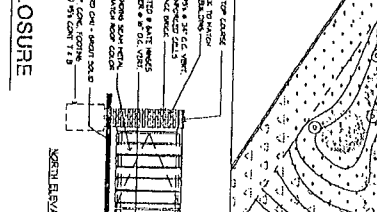
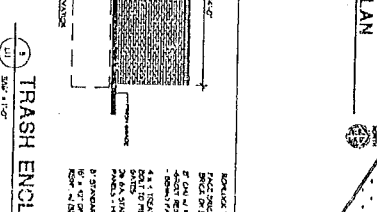
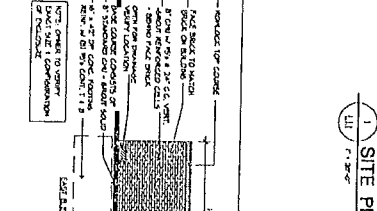
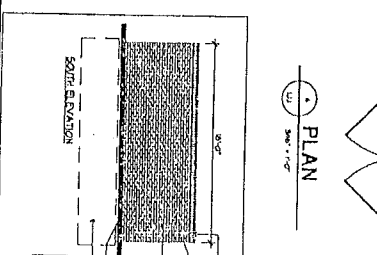


# GENERAL NOTES:

1. ALL PLANTING SPECIFICATIONS AND LOCATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL.
2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL.
3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL.
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10. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL.



NO.	SYMBOL	PLANT SPECIES	QUANTITY	LOCATION
1	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
2	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
3	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
4	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
5	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
6	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
7	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
8	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
9	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
10	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
11	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
12	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
13	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
14	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
15	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
16	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
17	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
18	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
19	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION
20	(Symbol)	PLANT SPECIES	QUANTITY	LOCATION



CONSTRUCTION DOCUMENTS FOR:

## SUMMER KITCHEN CAFE

LOT 2 SOUTHPORT EAST

### LOT 3 INFORMATION:

LOT	AREA	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
LOT 1	1.00	100.00	100.00	100.00	100.00	100.00	100.00
LOT 2	1.00	100.00	100.00	100.00	100.00	100.00	100.00
LOT 3	1.00	100.00	100.00	100.00	100.00	100.00	100.00

100.00

100.00

LAW OFFICES  
**HILLMAN, FORMAN, NELSEN,  
CHILDERS & McCORMACK**

7171 Mercy Road • Suite 650  
Omaha, Nebraska 68106-2669  
(402) 397-8051 • Fax: (402) 397-2868  
e-mail: hillmanforman@hfnm.com

EUGENE L. HILLMAN\*  
LARRY R. FORMAN  
MICHAEL A. NELSEN  
EMMETT D. CHILDERS  
PATRICIA McCORMACK  
RYAN P. BAILEY

OF COUNSEL  
WILLIAM J. ELDER\*  
JOHN R. McCORMACK  
(1910 - 1999)

\*ALSO ADMITTED IN COLORADO

September 5, 2007

Ms. Jill Nelson / Legal Division  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, NE 68509-5046

Re SKC - Brentwood, Inc.  
License # 25820

Dear Ms. Nelson

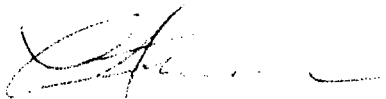
Enclosed please find the following documents being submitted on behalf of SKC-Brentwood, Inc.:

- Renewal request form duly executed by Carol Bargstadt with registration fee check in the amount of \$45.00.
- Change of location form executed by Roger Bargstadt with a copy of site plan for new building, copy of deed to property, and filing fee check in the amount of \$45.00.

You will note that the deed to the new location runs to the Bargstadts who, as shown on the renewal request, are the officers of the Corporation. Since the new facility has not yet been completed, a lease has not yet been prepared between the licensee and the Bargstadts. However, if a lease is required at this time in order to approve the renewal request, we will be happy to prepare one and submit it to you.

If you need anything further with regard to this matter, please give me a call at your convenience.

Very truly yours,



Larry R. Forman

LRF:hn  
Enclosure

cc: Roger and Carol Bargstadt

LAW OFFICES  
**HILLMAN, FORMAN, NELSEN,  
CHILDERS & McCORMACK**

EUGENE L. HILLMAN\*  
LARRY R. FORMAN  
MICHAEL A. NELSEN  
EMMETT D. CHILDERS  
PATRICIA McCORMACK  
RYAN P. BAILEY

7171 Mercy Road • Suite 650  
Omaha, Nebraska 68106-2669  
(402) 397-8051 • Fax: (402) 397-2868  
e-mail: hillmanforman@hfncm.com

OF COUNSEL  
WILLIAM J. ELDER\*  

---

JOHN R. McCORMACK  
(1910 - 1999)

\*ALSO ADMITTED IN COLORADO

October 10, 2007

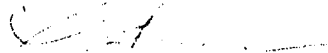
Mr. Randy Seybert  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, NE 68509-5046

Re SKC - Brentwood, Inc.  
License # 25820

Dear Mr. Seybert:

Enclosed is a copy of the Business Property Lease between Roger and Carol Bargstadt as landlord and SKC-Brentwood, Inc. as tenant with respect to Lot 2, Southport East Replat 7 for a term of 10 years. If you need anything further in order to process the license renewal, please advise.

Very truly yours,



Larry R. Forman

LRF:hn  
Enclosure

cc: Roger and Carol Bargstadt