



CITY OF SCOTTSBLUFF
2525 Circle Drive, Scottsbluff, NE 69361
LIQUOR LICENSE HOLDERS INVESTIGATORY BOARD AGENDA

Regular Meeting
December 11, 2024
2:00 PM

1. **Roll Call**
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the south wall.**
3. **Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless the board determines that the matter requires emergency action.)**
4. **Notice of changes in the agenda.** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under item 3 of this agenda.)
5. **Call meeting to order - Chairman Russ Knight**
6. **Minutes**
 - a) Approve the November 20, 2024 Minutes
7. **New Liquor License Applications**
 - a) Class M Bottle Club Application for T&A Investments, LLC d/b/a G&T Billiards Unlimited, 1223 3rd Avenue, Scottsbluff, NE; Terry Schuab, Manager
8. **Other Business**
9. **Adjournment**

City of Scottsbluff, Nebraska
Wednesday, December 11, 2024
Regular Meeting

Item 6.a

Approve the November 20, 2024 Minutes

Staff Contact: Kimberley Wright

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
November 20, 2024 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, November 20, 2024 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on November 14, 2024 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Matt Huck, Scottsbluff Public Schools, Emily Norman, WNCC. Absent: Russ Knight, Chairman, Libby Stobel, City Attorney and Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Vice-Chairman Margheim welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the April 3, 2024 Regular Meeting Minutes – Motion by Spencer, second by Huck to approve the April 3, 2024 Regular Meeting Minutes, motion passed unanimously.

City Attorney Stobel entered the meeting at 2:01 p.m.

6. New Application.
 - a. Ms. Amanda LeMay, Holiday Inn Front Desk employee, was present to answer questions on behalf of Lacey McConkey Liquor License Manager applicant, who was at a conference and could not attend the meeting. Ms. LeMay explained the hotel only serves alcohol Monday through Thursday from 5-7 p.m. This is a complimentary service for guests who are staying at the hotel.

Mr. Spencer asked what measures they have in place to prevent underage drinking. Ms. LeMay stated the three employees who serve alcohol have all taken the TIPS training and during happy hour they do put out a born-on calendar. She also stated they card anyone that looks under 40 years of age. When asked who orders and takes care of the inventory, Ms. LeMay answered it was herself, Liquor Manager applicant Lacey

McConkey and another employee Danika Engelhaupt. She added the alcohol is kept in a locked cabinet in the breakfast area and the beer is in a kegerator under lock and key, as well. The number of guests they serve, during the small amount of time, varies; they serve anywhere between 2 to 30 guests an evening. When asked what would happen if alcohol was served to a minor, Amanda stated they would be terminated.

Committee Member Huck moved to send a positive recommendation for the Class C Liquor License of Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff; Lacy McConkey Manager. The motion was seconded by Police Chief/City Manager Spencer. Motion passed unanimously.

- b. Ms. Nicole Green, Manager applicant for Walgreens Company, was present to answer questions from the committee regarding the manager change to liquor license. Ms. Green stated she has been employed with Walgreens over 21 years, previously working in the pharmacy department. She has since become the store manager due to the retirement of the previous manager.

Mr. Spencer asked what practices they have in place to deter selling to a minor. Ms. Green stated the registers will stop the sale and employees are instructed to scan the license to proceed. When asked what would happen if an employee overrode the machine, Ms. Green stated they would be given a written warning. If they sold to a minor, the employee would be terminated, however.

She added the employees take in house alcohol training through Walgreens and she periodically retrains by going over verbal policies and viewing employees as they work the registers.

When asked where the inventory is kept and who does the ordering, Ms. Green stated either she or the inventory specialist does the ordering. They do not carry back stock and all the inventory is put on the sales floor after it is signed for digitally.

Police Chief /City Manager Spencer moved, seconded by Committee Member Norman to send a positive recommendation for Nicole Green to be the Liquor License Manager of Walgreens, Co. The motion passed unanimously.

7. Liquor License Compliance Issue:

- a. Mr. Jian Bin Chen with Chen's Express Mart was present to explain the liquor license violation his business received earlier this year. Mr. Chen stated they do not sell much beer and the day the violation happened his manager was not feeling well. He has since made a policy that he, only, will check ID's and sell beer in the establishment. He has since paid his fine and undergone his suspension.

Vice-Chairman Margheim moved to adjourn the meeting at 2:19 p.m. The motion was seconded by Committee Member Huck. Motion passed unanimously.

Andrea Margheim, Vice-Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Wednesday, December 11, 2024

Regular Meeting

Item 7.a

Class M Bottle Club Application for T&A Investments, LLC d/b/a G&T Billiards Unlimited, 1223 3rd Avenue, Scottsbluff, NE; Terry Schuab, Manager

Staff Contact: Kimberley Wright



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 62304

LICENSE TYPE

Class M Bottle Club

APPLICATION DATE RECEIVED

2024-11-25

LICENSEE LEGAL NAME

T&A Investments LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

G&T Billiards Unlimited

CORPORATE NUMBER

INCORPORATION DATE

2013-03-06

CORRESPONDENCE ADDRESS

1223 3rd Ave
Scottsbluff, NE 69361

MAILING ADDRESS

1223 3rd Ave
Scottsbluff, ne 69361

PHYSICAL ADDRESS

1214 3rd Ave
Scottsbluff, ne 69361

CONTACT NAME

Terry L Schaub

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 225-2145

ALTERNATE PHONE

FAX

(308) 635-2011

EMAIL

touchofclasslimos@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Terry L Schaub	president	T&A Investments LLC	100

ADDITIONAL INFORMATION

none

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Other Category

PREMISES NAME

G&T Billiard Unlimited

OPERATOR

Terry Schaub

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2025-08-01

PHYSICAL ADDRESS

1214 3rd Ave
Scottsbluff, NE 69361

MAILING ADDRESS

1223 3rd Ave
Scottsbluff, NE 69361

CONTACT NAME

Sal Munoz LLC

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 631-8369

ALTERNATE PHONE

FAX

EMAIL

touchofclasslimos@yahoo.com

PREMISES MANAGER

PREMISES MANAGER EMAIL

Sal Munoz

touchofclasslimos@yahoo.com

QUESTIONS

Class M Bottle Club

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L60, W50

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

one

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. What date do you intend to open for business?

open currently

9. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

10. What are the anticipated hours of operation?

24/7 membership club

11. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

12. Is anyone listed on this application a law enforcement officer?

No

13 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Platte Valley National Bank Terry Schaub

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Scottsbluff elks Lodge #1367

15 Are all individuals named in this application over 21 years of age?

Yes

16 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number. Also list reason for termination of license(s) previously held.

none

17 Has the premises location been previously licensed within the last 2 years?

No

18 Are you applying for a Temporary Operating Permit?

No

19 What is the premises manager's name?

Terry Schaub

20 What is the manager's address?

1227 3rd Ave

Scottsbluff, Ne 69361

21 What is the manager's phone number?

308/225/2145

22 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Scotts Bluff

23 What is the manager's email address? An email will be sent to them to obtain their personal information.

touchofclasslimos@yahoo.com

24 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Business Plan.docx	business plann
Premises Description & Diagram	IMG_0338.jpg	premises description
Lease / Deed / Purchase Agreement	img20241122_14211186.pdf	lease agreement
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	
Privacy Act Statement	IMG_1659.jpg	Privacy Act

APPLICANT

Terry Schaub

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

Trevino, Victoria

From: Yahoo <touchofclasslimos@yahoo.com>
Sent: Monday, December 2, 2024 11:28 AM
To: Trevino, Victoria
Subject: Re: 62304 G&T Billiard Unlimited

Yes, I am the premises manager. Sal Munoz is the landlord.
Sent from my iPhone

On Dec 2, 2024, at 10:02 AM, Trevino, Victoria <Victoria.Trevino@nebraska.gov> wrote:

Thank you.

I just wanted to verify the premises manager. You are supposed to be the premises manager correct? In one spot of the application Sal Munoz was listed, but I was assuming that was the landlord. Please let me know.

Thank you,

Victoria Trevino

Administrative Specialist – Licensing Division
Nebraska Liquor Control Commission
(402) 471-4893
(402) 471-2814 fax
web: <https://lcc.nebraska.gov/>

From: Yahoo <touchofclasslimos@yahoo.com>
Sent: Wednesday, November 27, 2024 7:08 PM
To: Trevino, Victoria <Victoria.Trevino@nebraska.gov>
Subject: Fwd: Screenshot 2024-11-27 at 4.37.52 PM

This is from Mike Smith, the exalted ruler of the Elks Lodge
Sent from my iPhone

Begin forwarded message:

From: Yahoo <touchofclasslimos@yahoo.com>
Date: November 27, 2024 at 4:38:29 PM MST
To: terry schaub <touchofclasslimos@yahoo.com>
Subject: Screenshot 2024-11-27 at 4.37.52 PM

<image001.jpg>

Sent from my iPhone

Nebraska Secretary of State

T & A INVESTMENTS, LLC

Tue Nov 26 09:05:38 2024

SOS Account Number

10172658

Status

Active

Principal Office Address

1223 3RD AVE
SCOTTSBLUFF, NE 69361
USA

Registered Agent and Office Address

JOHN L. SELZER
1502 2ND AVENUE
SCOTTSBLUFF, NE 69361

Designated Office Address

1701 AVENUE N
SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Feb 08 2013

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for T & A INVESTMENTS, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Feb 08 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Mar 12 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 12 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 27 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 02 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Biennial Report	Feb 24 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 07 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

Business Plan

I run a private membership billiards hall. We have a bring your own bottle policy. As we do not provide or sell alcohol. We have a 24hr operation with key card access, during the hours of 5 a.m. to 6 a.m. will not be available due to cleaning, or other needed repairs and maintenance. I have security cameras on premises.

This is a 21 and over establishment any minors must be accompanied with a parent/ guardian that is a member in good standings. If a junior league is established there will be a adult member in good standing to be present at all times.

Any alcohol brought on premises is not to be left on premises upon leaving ie; you bring it in when your done leave with it or it will be disposed of.

Lease

This lease is made on September 1, 2024 between Munoz LLC (owner) and T & A Investments LLC dba G & T Billiards Unlimited (tenant)

Recitals:

- A. The owner owns the real property located at 1214 3rd Ave Scottsbluff, Front Office Unit (Property)
- B. The owner desires to lease to the tenant and the tenant desires to lease from the owner the property according to the terms of this lease. The property is approximately 50x60 open space with 2 bathrooms, parking lot and patio. Main floor unit, no basement area included.

Agreement:

1. Term

The initial term of this lease shall be for a period of 12 months beginning on September 1, 2024. The lease shall renew for additional equal terms unless either party give the other party written notice of termination of the lease at least 30 days prior to the expiration of the then existing term.

2. Rent

The tenant agrees to pay the owner rate at a rate of \$700 per month during the initial term. The rent for each additional equal term shall be adjusted and agreed upon by the parties at least 30 days prior to the commencement of such new term. Monthly rent shall be payable on or before the 5th day of each month for which it is due. A late fee of \$25 shall be charged to the tenant if rent is not paid to owner within 5 days after the due date each day after the 5th day of the month will be accrued at \$5 per day.

3. Security Deposit

Tenant must pay a security deposit of \$0 at any time before tenant begins to occupy the property. When this lease expires or is otherwise terminated, the security deposit will be used for the expenses of cleaning and repairing required to return the property to the condition it was in immediately before the start of the term of this lease. Reasonable wear and tear accepted. The remainder of the security deposit, if any, and a written itemization of deductions there from, shall be delivered or mailed to tenant within 30 days after tenants

demand and designation of the location where payment of the remainder may be made or mailed.

4. Utilities

a. The owner shall keep in the owner's name and pay the City of Scottsbluff for all water, sewer, and sanitation charges, electrical and gas. The owner may forward a portion of the charges to the tenant if total utility bills exceed 35% of rent due. Tenant is responsible for 20% of water bill; 50% electric; & 75% gas. The portion of such charges forwarded to the tenant shall be no more than the total water, sewer, and sanitation charges incurred by tenants in owner's building where the property is located, divided by the total number of tenants in the building.

b.

5. Insurance

Insurance shall be maintained for the property as follows:

a. The owner shall carry the property and casualty insurance for the property and pay the premiums for this insurance.

b. The tenant shall maintain insurance for the tenant's improvements, fixtures, and contents, and other personal property. The tenant shall also carry a public liability insurance policy providing limits of at least \$500,000.00, naming the owner as an additional insures. Tenant will provide proof of such insurance to owner up owner's written request.

c. The tenant agrees to indemnify and hold the owner harmless for any damage that may be caused to the owner by the tenant, its agents or employees, or any third party whose actions are attributable to the tenant, proved that, tenant shall not be required to indemnify and hold the owner harmless for damage to the extent it is caused by the acts or omissions of the owner.

6. Maintenance

a. The owner shall be responsible for the following maintenance and repairs for the property:

i. Maintaining the structure and exterior of the property including, without limitation, glass, outside doors, roof, floor structure, and wall breakage or damage, provided that the owner shall not be responsible for any damage to the walls because of nail holes or hanging heavy equipment such as sound speakers.

ii. Repairs or replacements of the electrical, plumbing, heating, and cooling systems, provided that the owner shall not be responsible for normal up keep of these systems including without limitation, unclogging toilets and changing air filters.

iii. The tenant shall be responsible for routine cleaning of the interior of the property, for cleaning windows and for snow removal in and around property.

7. Use of Property

Owner understands the tenant will be using the property to conduct business in accordance with the description of that business but will not be excessive and be a detriment to the health and safety of surrounding occupants

8. Landlord Improvements

No alterations shall be made to the property without the Owner's consent, which consent shall not be unreasonable withheld. The tenant agrees to pay for all improvements consented to by the owner. At the expiration of the lease, any improvements made by the tenant shall belong to the owner unless they can be removed with no damage or only minor damage to the property and are removed prior to expiration of the lease.

9. Assignment and Subleasing:

The tenant may not assign this lease nor sublet any part of the property without the Owner's prior written consent

10. Termination

If a party is in default under this lease and such party fails to cure the default within 15 days after written notice by the non-defaulting party of the default and the non-defaulting party's intent to terminate this lease if the default is not cured within that period of time, the non-defaulting party may terminate this lease.

11. Casualty to the Property

If all or any part of the property shall be materially damaged by fire or other casualty without the fault of the tenant so that the property is unfit for use by the tenant, the rent shall be suspended until the property is rebuilt or made fit for tenants use and occupancy. If the property has been damaged to the extent that it can no longer be reasonable utilized for the purpose it had been utilized by the tenant, then this lease may be terminated by either party.

12. Notices

Any written notice, request, or consent required or permitted to be delivered hereunder shall be deemed delivered on the same day if personally delivered or two days after deposit in the U.S. mail if delivered by registered mail, postage prepaid and addressed as follows:

If to Owner: Salvador Munoz
PO Box 265
Gering, NE 69341

If to Tenant: T & A Investments DBA G & T Billiards Unlimited
1214 3rd Ave
Scottsbluff, NE

Any change in contact information shall be given by written notice in the manner specified in this section.

13. Binding Effect

This lease is binding upon and insures to the benefit of the parties and their respective successors and permitted assigns

14. Entire Agreement:

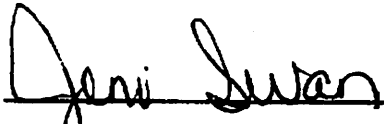
This lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

15. Governing Law:


This lease shall be construed to the laws of Nebraska.

16. Counterparts:

This lease may be executed in one or more counterparts, each of which may be considered as an original.



Landlord/property Manager



Tenant

308-672-0855

Tenant

Phone

Date

Level 1
.09

Northside of building

