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K-1

**AGENDA ITEM  
REQUEST/JUSTIFICATION FORM**  
(To be completed by requesting Department)  
Forward all requests to Sharon Bourke, LC2 Civic Center  
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY  
BEFORE THE TUESDAY MEETING**

Agenda item: Consent Item  
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)  
Date to be on agenda: June 17, 2014

Exact wording to be used for the agenda: Set Public Hearing date of Tuesday,  
July 1, 2014 at 9:00 a.m. for Addition to Premise License, Class C-102400,  
for Surfside Club Inc DBA Surfside Club, 14445 N River Drive, Omaha, NE,  
68112, Douglas County.

Action requested: Set public hearing date for Addition to Premise.

Amount requested: \$n/a Object Code: n/a

Is item in current year's budget? n/a Yes  No

Does this item commit funds in future years? Yes  No

If yes, explain: n/a

If an agreement or contract, has the County Attorney reviewed and approved? n/a Yes  No

Previous action taken on this item, if any: n/a

Recommendations and rationale or action: Comply with state statute.

Will anyone speak on behalf of this item, if so who? n/a

If this is a rush agenda item, please explain why: n/a

Submitted by (Name & Dept.): Thomas F. Cavanaugh, County Clerk Ext. 6767

Date submitted: June 11, 2014

List Attachments: Application and supporting documentation  
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:  
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office	Date	Time
Received in Administrative Office:	<u>6/11/14</u>	

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA**

*Resolved,*

WHEREAS, the Douglas County Clerk, on June 1, 2014, received from the Nebraska Liquor Control Commission an Addition to Premise License for Surfside Club Inc DBA Surfside Club, 14445 N River Drive, Omaha, NE.,

WHEREAS, a hearing notice was published in the Daily Record on Thursday, June 19, 2014.

WHEREAS, a Public Hearing was held on Tuesday, July 1, 2014, and no one appeared in opposition to the application,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the Board hereby approves the above described application.

DATED this 1<sup>st</sup> day of July, 2014

# 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)

June 1, 2014

DOUGLAS COUNTY CLERK  
1819 FARNAM  
OMAHA NE 68183

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.

**ADDITION:**

**LICENSE #:** C-102400

**LICENSEE NAME:** SURFSIDE CLUB INC

**TRADE NAME:** SURFSIDE CLUB

**ADDRESS:** 14445 N RIVER DRIVE

**CITY/COUNTY:** OMAHA ' DOUGLAS

**PREMISE PHONE:** 402-699-5688

**CURRENT DESCRIPTION:** ONE STORY BUILDING APPROX 30'X 112' INCLUDING IRREGULAR SHAPED OUTDOOR AREA 70'X 305'

**NEW DESCRIPTION:** ONE STORY BUILDING APPROX 30'X 112' INCLUDING IRREGULAR SHAPED OUTDOOR AREA 70'X 305' TO THE SOUTH ALSO INCLUDED FENCED WALKWAY 150' X 6' AND FENCED OUTDOOR AREA 510' X 180' INCLUDING BLDG 78' X 30'

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

**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](http://www.lcc.ne.gov)

Office Use  
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MAY 21 2014  
NEBRASKA LIQUOR  
CONTROL COMMISSION

**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, must include outside dimensions in feet (not square feet), show direction north. NO BLUE PRINTS**
- DO's*  • **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- DO's*  • **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

RS

LIQUOR LICENSE # 102400 CLASS TYPE C

LICENSEE NAME Surfside Club

TRADE NAME Surfside Club

PREMISE ADDRESS 14445 no river drive

CITY omaha

CONTACT PERSON Mike Walker

PHONE NUMBER OF CONTACT PERSON 402-699-5688

EMAIL ADDRESS OF CONTACT PERSON reklaw@jet-ex66.com

CK 7463  
#45-mm



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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

We have a free standing building that we would like to lease out for weddings, private parties, receptions, and live entertainment from time to time. Our facility has large back yard with mature shade trees, it abuts the Missouri river and offers a view and atmosphere like no other in Omaha. The additional area will be fenced and will include a walk way from the existing licensed area so customers will be able to walk from one area to the other.

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

- ✓ existing licensed area with length & width in feet ATTACHED
- ✓ area to be added with length & width in feet ATTACHED
- ✓ direction north 012

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3. If adding an outdoor area explain:

- ✓ type of fencing CHAIN LINK
- ✓ height of fence 5' HIGH
- ✓ length & width of outdoor area in feet 510 x 200

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

*[Handwritten Signature]*  
Signature of Licensee or Officer

State of Nebraska  
County of Douglas

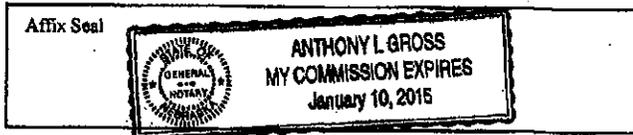
The foregoing instrument was acknowledged before me this

20th Day of MAY 2014 by MICHAEL WALKER

Date

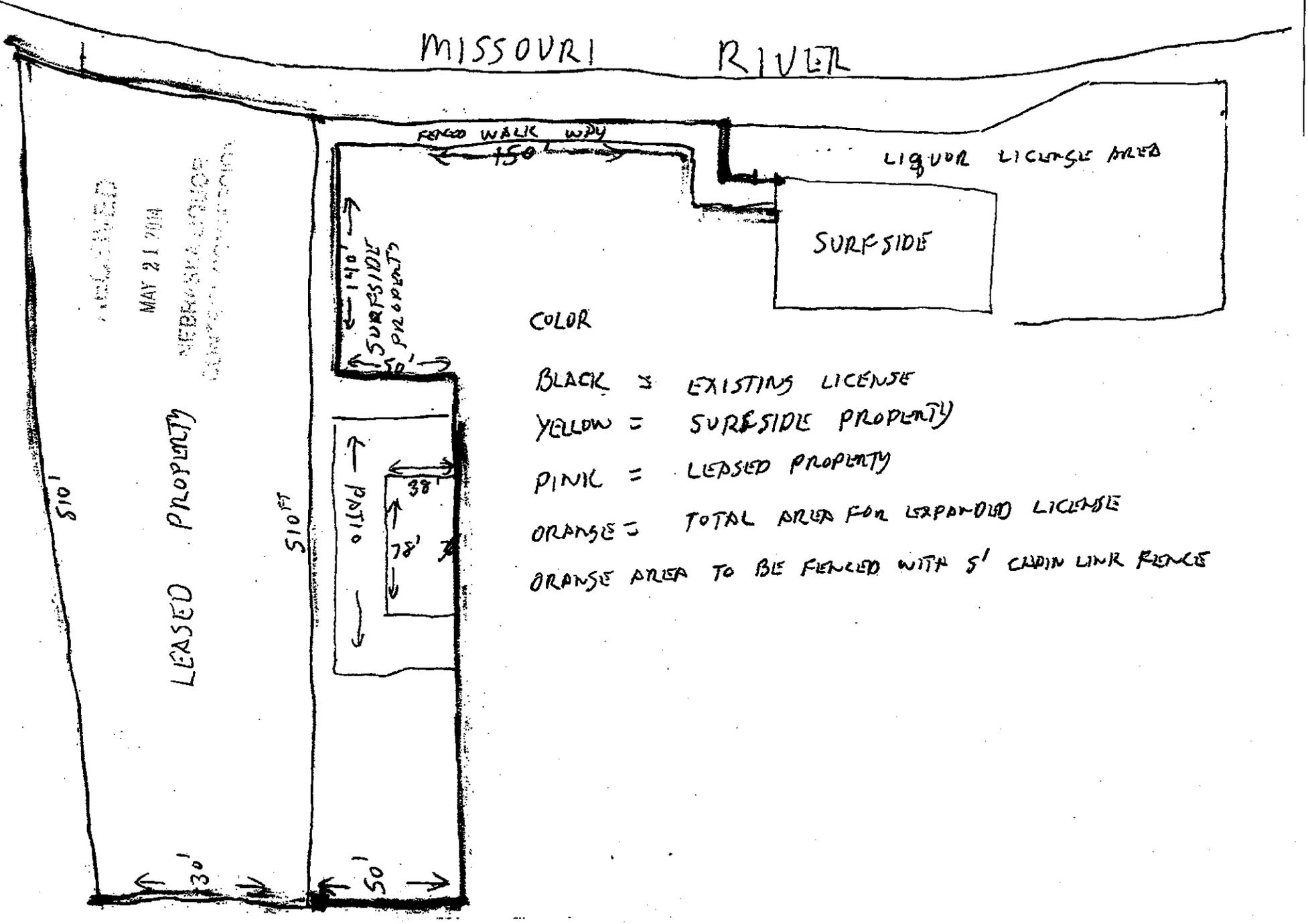
name of person acknowledged (individual(s) signing document)

*[Handwritten Signature]*  
Notary Public signature



N ↑

MISSOURI RIVER



COLOR

- BLACK = EXISTING LICENSE
- YELLOW = SURFSIDE PROPERTY
- PINK = LEASED PROPERTY
- ORANGE = TOTAL AREA FOR EXPANDED LICENSE
- ORANGE AREA TO BE FENCED WITH 5' CHAIN LINK FENCE

RECORDED  
MAY 23 2013  
NEBRASKA COUNTY  
COMMISSIONER

**LEASE**

THIS LEASE is made and entered into this 1<sup>st</sup> day of July, 2013, by and between SURFSIDE NORTH, INC., a Nebraska corporation, hereinafter referred to as "Lessor", and SURFSIDE CLUB, INC., a Nebraska corporation, hereinafter referred to as "Lessee".

**WITNESSETH:**

1. **PREMISES LEASED:** Subject to the terms and conditions hereinafter contained, the Lessor hereby leases to the Lessee the following described premises, hereinafter called the "premises", to-wit:

The North half (N½) of Government Lot Four (4) in the Southeast Quarter (SE¼) of the Northwest Quarter (NW ¼) and the North 33 Feet East of County Road 16 in the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), all in Section Three (3), Township Sixteen (16) North, Range Thirteen (13) East of the 6<sup>th</sup> P.M., in Douglas County, Nebraska, consisting of 13 acres more or less, commonly known as 14445 North River Drive, Omaha, Nebraska.

2. **TERM:** This lease shall become effective on the 1<sup>st</sup> day of July, 2013, and shall continue for a term of ninety-nine years, ending on the 30<sup>th</sup> day of June, 2112, unless sooner terminated as herein provided.

3. **USE:** The Lessee shall use and occupy the premises for the operation of bar/restaurant and motorboat leasing and storage, and for any other purpose reasonably related thereto. The Lessee shall not use the premises, nor permit them to be used, for any unlawful business or purpose whatsoever.

4. **RENTAL:** The Lessee shall pay the Lessor an annual rental of One Dollar (\$1.00), in advance on the first (1st) day of July of each year throughout the term of this Lease. The rent shall be payable at the office of the Lessor at 14445 North River Drive, Omaha, Nebraska 68112, Omaha, Nebraska, or at such other place as the Lessor may

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designate in writing.

5. UTILITIES AND OTHER SERVICES: Lessor shall not be required to furnish to the Lessee any utilities or services of any kind, and the Lessee shall pay for any and all utility consumption upon the leased premises. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone used or supplied upon or in connection with the premises and shall indemnify the Lessor against any liability on account thereof.
6. REPAIRS AND MAINTENANCE: The Lessee shall, at its sole expense, keep the leased premises, including all windows, doors and glass, in good order and repair, reasonable wear and tear and damage by fire excepted. The Lessor shall keep the structural supports, exterior walls and roof of the building in good order and repair and shall be responsible for the operation and maintenance of all equipment installed and used for the purpose of heating and air conditioning of the leased premises.
7. CONDITION OF PREMISES: The Lessee has examined the premises and is satisfied with the physical condition thereof, including all equipment and appurtenances, and its taking possession thereof shall be conclusive evidence of his receipt thereof in good and satisfactory order and repair, unless otherwise specified herein. Lessee acknowledges that no representation as to the condition or repair of the premises has been made by or on behalf of the Lessor, except as herein expressed, and likewise acknowledges that no agreement or promise to decorate, alter, repair or improve the premises including all equipment and appurtenances, either before or after the execution hereof, has been made by or on behalf of the Lessor, except as stated herein.
8. RESTRICTIONS ON ASSIGNMENT AND SUBLETTING: The Lease may not be assigned by Lessee and Lessee may not sublet the premises.
9. COMPLIANCE WITH LAW: The Lessee shall keep the premises and operate his business therein in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal governments and any department thereof, will not permit the premises to be used for any unlawful purpose, and will protect the Lessor and save Lessor and the premises harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.
10. TERMINATION PRIVILEGES UPON DAMAGE BY FIRE OR OTHER CASUALTY: In case the premises, or any part thereof, shall at any time be destroyed or damaged by fire or other casualty, without the fault of the Lessee, so that the same shall be unfit for use of occupancy, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained in loss of use or occupancy, shall be suspended, cease to be payable and so continue until the premises shall be rebuilt or made fit for use and occupancy. If such damage to the premises or to the building in which the premises are situated is to the extent of fifty percent (50%) or

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MAY 21 2011

more, then this Lease may be terminated at the election of the Lessor, notice of which election, if exercised, shall be given in writing within twenty-five (25) days from the date of casualty. In the event that the building containing the premises is totally destroyed or work to put the premises in tenable condition is not commenced within one (1) month from the time of such damage and continued thereafter, with reasonable diligence, then this Lease may be terminated at the election of the Lessee, notice of which election, if exercised, must be given in writing within thirty-five (35) days from the date of casualty.

11. PERSONAL PROPERTY AT RISK OF LESSEE: All personal property in the premises shall be at the risk of the Lessee only. The Lessor shall not be or become liable for any damage to such personal property, to the premises or to Lessee or any other persons or property, as a result of water leakage, sewerage, electric failure, gas or odors or for any damage whatsoever done or occasioned by or from any plumbing, gas, water or other pipes or any fixtures, equipment, wiring or appurtenances whatsoever, or for any damage caused by water, snow or ice being or coming upon the premises, or for any damage arising from any act or neglect of other tenants, occupants or employees of the building in which the premises are situated or arising by reason of the use of, or any defect in, said building or any of the fixtures, equipment, wiring or appurtenances therein, or by the act or neglect of any other person or caused in any other manner whatsoever.

12. INSURANCE PROVIDED BY LESSEE: During the term of the Lease, the Lessee shall, at its own expense, provide and maintain in full force and effect an insurance policy or policies protecting the Lessor and Lessee and their offices and employees against any loss, liability or expense from personal injury, death, property damage or otherwise arising or occurring upon or in connection with the premises or by reason of the Lessee's operations upon or occupancy of the premises. The Lessor shall be an additional insured under such policy or policies. Such insurance shall be written by responsible insurance companies satisfactory to the Lessor and shall be in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries to any one person, not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries to more than one person arising out of any one accident or occurrence, and not less than Fifty Thousand Dollars (\$50,000.00) for damage to property. Certificates of insurance showing compliance with the foregoing requirements shall be furnished by the Lessee to the Lessor. Such certificates shall state that policies will not be cancelled nor altered without at least ten (1) days prior written notice to the Lessor.

13. DENIAL OF SUBROGATION RIGHTS: Neither the Lessor nor the Lessee shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the premises or the adjoining property, or in any manner growing out of or connected with the Lessee's use and occupancy of the premises, or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other faults of the Lessor or the Lessee or of their respective agents, employees, subtenants, licensees or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or

RECORDED  
MAY 21 1968  
DEPT. OF REVENUE

protects the Lessor or the Lessee or both. Nothing in this Paragraph shall be construed to impose any other or greater liability upon either the Lessor or the Lessee than would have existed in the absence of this Paragraph.

14. CONDEMNATION OF PREMISES: If the whole of the premises, or such portion thereof as will make the premises unsuitable for the purposes for which they were leased hereunder, shall be taken by any public authority under the power of eminent domain, then in either of such events this Lease shall terminate when possession is taken by such public authority, and rental shall be accounted for between the lessor and the Lessee as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from such public authority for any loss or damages caused by such taking. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by such public authority.

15. RIGHT OF LESSOR TO ENTER FOR REPAIRS AND OTHER PURPOSES: The Lessor, its agents or representatives, shall have the right to enter the premises at all reasonable times to examine or exhibit the same, or to make such repairs, additions or alterations as Lessor may see fit to make for the safety, improvement or preservation thereof, or of the building of which the premises are a part or for any other reasonable purpose. The Lessor may display "For Rent" signs on or about the premises and in the windows thereof for sixty (60) days prior to the termination of this Lease.

16. LESSEE'S DEFAULT, BANKRUPTCY, ETC.: Should default be made by the Lessee in the payment of the rental herein reserved, or any part thereof, when and as herein provided, or should Lessee make default in performing, fulfilling, keeping or observing any of the Lessee's other covenants, conditions, provisions or agreements herein contained, or should a petition in bankruptcy be filed by the Lessee, or should the Lessee be adjudged bankrupt or insolvent by any court, or should the Lessee be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the premises become vacant or abandoned, or should this Lease, by operation of law, pass to any person other than the Lessee, or should the leasehold interest be levied on under execution, then, and in any of such events, the Lessor may, if the Lessor so desires, without demand or notice to the Lessee or any other person, at once declare this Lease terminated and reenter the premises, with or without legal process, should any of the events hereinbefore specified occur, and may remove the Lessee's signs and all property and effects of the Lessee or other occupants of said premises, and if the Lessor so desires, to relet the premises or any part thereof upon such terms, to such person or persons and for such period or periods as may seem proper to the Lessor. In case of such reletting, the Lessee shall be liable to the Lessor for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this Lease and the net rent to be determined by deducting from the entire rent received by Lessor from such reletting the expenses of recovering possession, reletting, altering and repairing the premises and collecting rent

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NEBRASKA

therefrom; and the Lessee hereby agrees to pay such money as the same may accrue, the Lessee to pay the Lessor, within five (5) days after the expiration of each month during such residue of the terms, the difference between the rent and payments for said month as fixed by this Lease and the net amount realized by the Lessor from the premises during said month.

17. RULES AND REGULATIONS: The Lessee shall comply with all such reasonable rules and regulations as do not conflict with the provisions of this Lease and as Lessor may establish uniformly through the building from time to time, provided that Lessee is notified in writing thereof.

18. SUBORDINATION OF LEASE TO MORTGAGES: This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the premises. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Lessee hereby irrevocably appoints the Lessor his attorney-in-fact to execute and deliver any such instrument for the Lessee.

19. SURRENDER INVALID UNLESS WRITTEN: No surrender of the premises or the remainder of the term hereunder shall be binding upon the Lessor unless accepted by the Lessor in writing. Without limiting the generality of the foregoing, it is agreed that the receipt or acceptance of the keys to the premises by the Lessor shall not constitute an acceptance of a surrender of the premises.

20. HOLDING OVER: If the Lessee shall remain in possession of the premises after the expiration of either the original term of this Lease or any extended term, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this Lease shall be applicable.

21. LIEN ON LESSEE'S PROPERTY: Any and all property of every kind belonging to the Lessee and located upon the premises at any time during the term of this Lease or any extension or renewal thereof, whether acquired by the Lessee before or after the execution of this Lease, and whether or not exempt from sale under execution or attachments under the laws of Nebraska, shall at all times be subject to and bound with a first lien in favor of the Lessor to secure the due payment of all rents and the performance of all obligations of the Lessor hereunder. Such lien may be enforced in the same manner as a chattel mortgage or in any other manner permitted by law.

22. WAIVER: One or more waivers of any provisions of this Lease by the Lessor shall not be construed as a waiver of a subsequent breach of the same provision, and the Lessor's consent or approval to or of any act by the Lessee requiring such consent or approval shall not be deemed to waive or render unnecessary the Lessor's

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consent or approval to or of any subsequent similar act by the Lessee. NEBRASKA JUDICIAL

23. **NOTICES:** Any and all notices or demands required or permitted to be given hereunder shall be deemed to be properly served if sent by registered or certified mail, postage prepaid, addressed to the Lessor at 14445 North River Drive, Omaha, Nebraska 68112, or addressed to the Lessee at 14445 North River Drive, Omaha, Nebraska 68112, or at such other address or addresses as either party may hereafter designate in writing to the other.

24. **NO OTHER AGREEMENT:** This Lease contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements and cannot be changed orally.

25. **EXPLANATORY PROVISIONS:** The provisions of this Lease shall be binding upon, inure to the benefit of and apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto. The masculine pronoun, wherever used, shall include the feminine and neuter, and the singular shall include the plural. Headings are given to the paragraphs of this Lease solely as a convenience to facilitate reference and shall not be deemed material or relevant to the construction of the Lease or any provisions thereof.

26. Lessee agrees to provide and pay for the following expenses associated with the building: (a) water; (b) electricity; and, (c) fuel oil.

27. Either party may cancel this Lease upon sixty (60) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSOR:

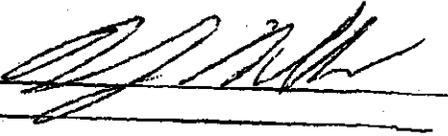
SURFSIDE NORTH, INC., a Nebraska corporation:

By   
Its \_\_\_\_\_

LESSEE:

SURFSIDE CLUB, INC., a Nebraska corporation:

By  
Its

A handwritten signature in black ink, appearing to be "J. P. [unclear]", written over a horizontal line.

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MAY 21 2014

NEEL-TH-LOUOR  
CONFIDENTIAL DIVISION

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MAY 21 2014

NEBRASKA JUDICIAL

COURT

**LEASE**

This Lease is entered into this 12<sup>th</sup> day of May, 2014, between DONALD GRAVES and JANET GRAVES, "Lessors," and RICK FARRELL and MIKE WALKER, "Lessees."

The terms of this Lease are as follows:

1. **Description of Property:** The property being leased, "Leased Property", is a portion of land abutting north of the Surfside Club. More specifically, the property is described as: From the northeast corner of the Surfside Club property, a line commencing west 510 feet, then north 130 feet, then east 510 feet, then south 150 feet. The total area of the property is approximately 1.75 acres.

2. **Term:** The term of this Lease shall be a three-year period commencing May 1, 2014 and ending on April 30, 2017. The Lessors shall have the option to extend the Lease for a three-year period thereafter, under the same terms set forth in this Lease.

3. **Rent:** The Lessees shall pay \$1,000.00 per year for the use of the property. The first year's payment shall be made on June 1, 2014. Rent payments shall be made by the Lessees on May 1<sup>st</sup> of all succeeding years.

4. **Changes to Property:** Lessees, at their cost, shall install a fence along the riverfront in order to extend the existing fence on the property owned by Surfside Club to the end of the Leased Property. The area to be fenced is approximately 150 feet. Upon the termination of this Lease, the constructed fence on Lessors' property shall be solely owned by Lessors.

*DK*  
*JKB*

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NEBRASKA LIQUOR  
CONTROL COMMISSION

5. **Lessees' Responsibilities:** Lessees shall be solely responsible for the care and maintenance of the Leased Property, including mowing grass, keeping the Leased Property free of trash, and all other normal maintenance. The Lessees shall not add crushed rock or dirt fill to the Leased Property. The Leased Property shall not be used for camping. The Lessees shall be entitled to use the Leased Property in the course of their day-to-day business at Surfside Club primarily as a location for parking and for special events.

6. **Access to Entrance of Surfside Club:** Lessors, and Lessors' agents shall be allowed to use the Surfside Club road to access the area north of the Leased Property. Lessors and their agents shall be provided with a key to access this road. Lessors' agents shall include individuals who are farming other land owned by Lessors.

7. **Termination of Lease:** This Lease can be terminated by either party in the event of a breach of any of the terms of the Lease. If a breach of the Lease occurs, the aggrieved party shall be entitled to all remedies available to them under Nebraska law. The Lease shall terminate at the end of the term of the Lease, unless extended by Lessors' option or mutual agreement.

8. **Liability Insurance:** Lessees shall maintain on the Leased Property, at their expense, a premises liability insurance policy with minimum liability coverage of \$5,000,000.00 for a single incident. Lessees shall provide documentary proof of the existence of this policy, to Lessors, quarterly, during the term of the Lease.

9. **Indemnification:** Lessees shall pay, and hold the Lessors harmless from any liability claims relating to the Leased Property during the term of the Lease.

DG  
JKB

Donald Graves  
Donald Graves, Lessor

5-5-14  
Date

Janet K. Graves  
Janet Graves, Lessor

5-5-14  
Date

Rick Farrell  
Rick Farrell, Lessee

5-12-14  
Date

Mike Walker  
Mike Walker, Lessee

5-12-14  
Date

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MAY 21 2014  
NEBRASKA LIQUOR  
CONTROL COMMISSION

# STATE OF NEBRASKA

Dave Heineman  
Governor

NEBRASKA LIQUOR CONTROL COMMISSION  
Robert 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)

June 11, 2014

DOUGLAS COUNTY CLERK  
1819 FARNAM  
OMAHA NE 68183

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.

**ADDITION:**

**LICENSE #:** C-102400

**LICENSEE NAME:** SURFSIDE CLUB INC

**TRADE NAME:** SURFSIDE CLUB

**ADDRESS:** 14445 N RIVER DRIVE

**CITY/COUNTY:** OMAHA ' DOUGLAS

**PREMISE PHONE:** 402-699-5688

**CURRENT DESCRIPTION:** ONE STORY BUILDING APPROX 30'X 112' INCLUDING IRREGULAR SHAPED OUTDOOR AREA 70'X 305'

**NEW DESCRIPTION:** ONE STORY BUILDING APPROX 30'X 112' INCLUDING IRREGULAR SHAPED OUTDOOR AREA 70'X 305' TO THE SOUTH ALSO INCLUDED FENCED WALKWAY 150' X 6' AND FENCED OUTDOOR AREA 510' X 180' INCLUDING BLDG 78' X 30'

UPDATED FENCING  
DESCRIPTION ON DIAGRAM

Randy Seybert  
Licensing Division  
Nebraska Liquor Control Commission

rs  
cc: file

Janice Wiebusch  
Commissioner

Bob Batt  
Chairman

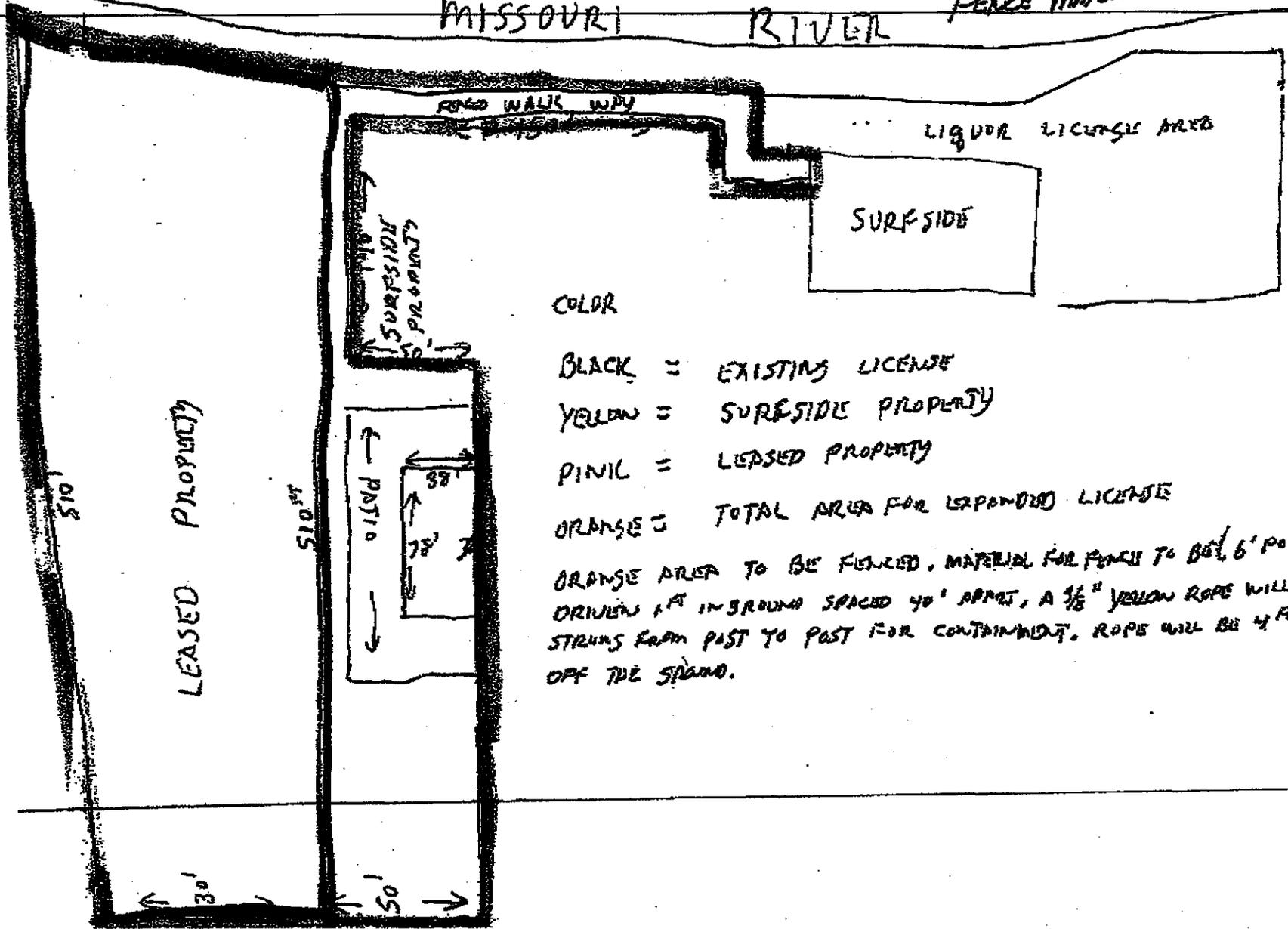
William Austin  
Commissioner

An Equal Opportunity/Affirmative Action Employer

N ↑

MISSOURI RIVER

AMENDED 6-11-14  
FENCE MATERIAL ONLY



COLOR

- BLACK = EXISTING LICENSE
- YELLOW = SURFSIDE PROPERTY
- PINK = LEASED PROPERTY
- ORANGE = TOTAL AREA FOR EXPANDED LICENSE

ORANGE AREA TO BE FENCED. MATERIAL FOR FENCE TO BE 6' POST DRIVEN 1 FT IN GROUND SPACED 40' APART, A 3/8" YELLOW ROPE WILL BE STRUNG FROM POST TO POST FOR CONTAINMENT. ROPE WILL BE 4 FT OFF THE SPAND.



**THOMAS F. CAVANAUGH**

DOUGLAS COUNTY CLERK / COMPTROLLER

**KATHLEEN A. HALL**

CHIEF DEPUTY DOUGLAS COUNTY CLERK

June 11, 2014

Surfside Club Inc DBA Surfside Club  
14445 N River Drive  
Omaha, NE 68112

RE: Addition to Premise Class C-102400, for Surfside Club Inc DBA Surfside Club,  
14445 N River Drive, Omaha, NE, 68112, Douglas County.

The above mentioned liquor license application was received in the office of the Douglas County Clerk on June 1, 2014.

We will request the Douglas County Board of Commissioners set a **public hearing date for the application on July 1, 2014**. At this hearing the Board will review the application, hear any testimony for or against the application, and take action to approve or deny the application. While you are not required to attend this public hearing, it is advised that you or a representative be present to answer questions the Commissioners may have regarding your application.

On June 20, 2006, the Douglas County Board of Commissioners passed a resolution requiring liquor license applicants within their jurisdiction to notify property owners of intent to open such an establishment. Attached is a certified copy of that resolution detailing the requirements for that notification process. **Please note: an affidavit stating that you contacted the required property owners, along with a list of those contacted, must be submitted to the Board of Commissioners, LC2, 1819 Farnam St., Omaha, NE 68183, prior to the public hearing date for your application.** Do not send this documentation to the County Clerk or to the City Clerk. The documentation must be received by the Board of Commissioners **prior** to your public hearing date.

You will receive a copy of the Board's resolution setting the date for public hearing when such date is set by the Douglas County Board of Commissioners.

After the public hearing, if the Board approves your application, notice of that approval and the application will be returned to the Nebraska Liquor Control Commission for issuance of the license(s) for which you applied.

If you have any questions, please feel free to call us at 444-6764.

Sincerely,

A handwritten signature in cursive script, appearing to read "E Sechser".

Ellen M. Sechser  
Administrative Assistant  
Douglas County Clerk's Office

**DOUGLAS COUNTY BOARD OF COMMISSIONERS  
LIQUOR LICENSE APPLICATION NOTIFICATION POLICY**

1. Each applicant for a liquor license at a new location and each licensee seeking to transfer a license to a new location, add to a licensed premises, or upgrade the retail privileges permitted by the current license shall submit to the County Board, at the time the application is submitted, a list of the names and addresses of all property owners located within 500 feet of the establishment that is the subject of the application. An abstractor registered under the Nebraska Abstractors Act shall prepare the list and certify to its accuracy.
2. The applicant shall provide written notice to each of the property owners on the Abstractor's list as to the date, time and location of the County Board hearing on the application. Said notice shall be provided to the property owners no less than ten business days in advance of the hearing.
3. Prior to the date of the County Board hearing on the application, the applicant shall submit to the County Board a notarized sworn affidavit stating that the applicant has provided to each of the above-referenced property owners the required written notice of the hearing.
4. The applicant shall also post a written notice on the premises to be licensed advising the public of the application and the date and time of the public hearing before the County Board. Said notice shall be posted no less than ten business days in advance of the hearing.
5. All costs necessary to comply with this policy shall be born by the applicant.

Motion by Borgeson, second by Boyle to approve. I move the adoption of the resolution.

Adopted: June 20, 2006

Yeas: Borgeson, Boyle, Duda, McCallister, Rodgers, Hutchings

Absent: Maxwell

(CERTIFIED COPY)



Thomas F. Cavanaugh  
Douglas County Clerk