

City of Scottsbluff, Nebraska

Tuesday, January 16, 2024

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class D Liquor License for Chen's Express Mart, LLC, 405 W. 27th St., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: January 16, 2024

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Chen's Express Mart, LLC, 405 W 27th St., Scottsbluff, NE 69361.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

Exhibit #1 – Application of Chen's Express Mart, LLC, 405 W. 27th St., Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes No Further Instructions

Jian Bin Chen
1418 W. 42nd Street
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

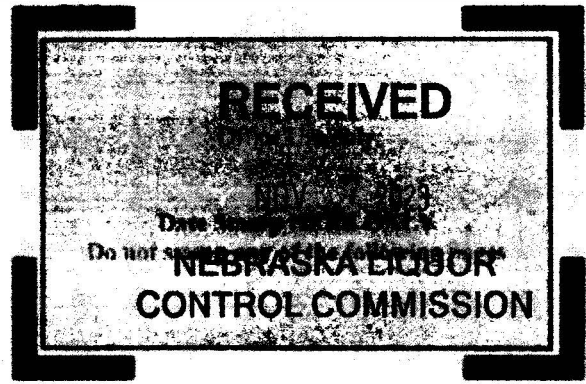
Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST RETAIL EXHIBIT #1**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: D

License Number:
126071



Office Use Only

NEW / REPLACING TOP Yes / No

Hot List Yes No Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Jian Bin Chen

TRADE (DBA) NAME "Chen's Express mart" LLC

PREVIOUS TRADE (DBA) NAME: _____

CONTACT NAME AND PHONE NUMBER Jian Bin Chen 308-225-2865

CONTACT EMAIL ADDRESS ChenEXPmart@gmail.com

12-31-2033

*last LLC + books
form 100 pg 10
Business plan
H9
etc no + a case
read manual?*

Office use only	<p>2300011661</p>
PAYMENT TYPE <u>Payroll</u>	
AMOUNT <u>\$400.-</u> RCPT	
RECEIVED: <u>11/7/23</u>	
DATE DEPOSITED	

FORM 100
REV 12/7/2022
PAGE 1

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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RETAIL LICENSE(S)

Application Fee: \$400 (non-refundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 - OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 - APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY**

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____

J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) - Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) - Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

Name Jian Bin Chen Phone Number 308-225-2865

Firm Name _____

Email address chen@expmart@gmail.com

Should we contact you with any questions on the application? YES NO _____

FORM 100
REV 12/7/2022
PAGE 3

Trade Name (doing business as) Chen's Express mart LLC

Street Address 405 W 27th ST

City Scottsbluff County Scotts Bluff Zip Code 69361

Premises Telephone number 308-225-2865 -4311

Business e-mail address CHENEXPmart@gmail.com

Is this location inside the city/village corporate limits YES X NO _____

Check if same as premises

Name Chen's Express mart LLC

Street Address 405 W 27th ST

City Scottsbluff State Nebraska Zip Code 69361

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 92 x width 37 in feet

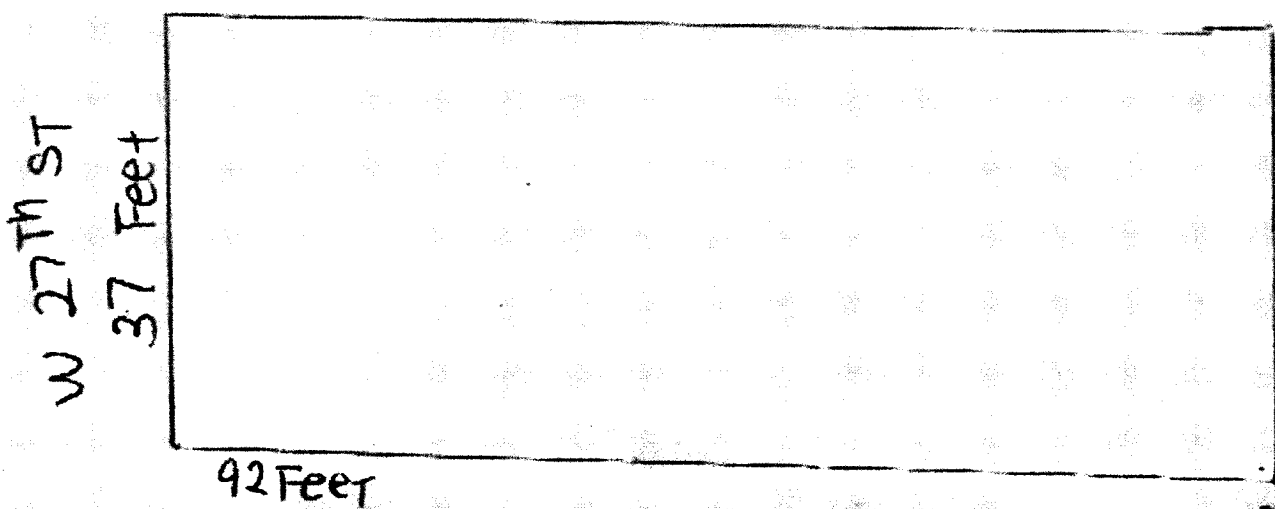
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



FORM 100
REV 12/7/2022
PAGE 4

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, please list charges by each individual's name.

~~Include traffic violations.~~ Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES

NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES

NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES

NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES

NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

 YES X NO

If yes, list the lender(s) _____

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

 YES X NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

 YES X NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

 YES X NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 - CHURCH OR FORM 135 - CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

 YES X NO

10. List the primary bank and/or financial institution (branch if applicable) 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.

X Platte Valley Bank, Jian Chen

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

Jian Bin Chen, Machina Buffet, 1508 E 20th St Scottsbluff
Nebraska 69361 2007-2009

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jian Bin Chen	05/2007-2009	Sorry, I don't remember

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Jian Bin Chen/manager		China Buffet / 1400 1508 E 20th St Scottsbluff NE 68961

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date 12/31/2033
 Deed
 Purchase Agreement

14. When do you intend to open for business? 2/1/2024

15. What will be the main nature of business? Convenience Store

16. What are the anticipated hours of operation? 10-8pm

17. List the principal residence(s) for the past 10 years for **All** persons required to sign, including spouses.

APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Scottsbluff Nebraska	1997	Now			

If necessary, attach a separate sheet

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Jian Bin Chen

Signature of **APPLICANT**

Jian Bin Chen

Printed Name of **APPLICANT**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Nebraska Secretary of State

CHEN'S EXPRESS MART LLC

Wed Dec 6 07:40:53 2023

SOS Account Number

2312359758

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

JIAN BIN CHEN

405 W 27TH STREET

SCOTTSDLUFF, NE 69361

Designated Office Address

405 WEST 27TH STREET

SCOTTSDLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Dec 04 2023

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for CHEN'S EXPRESS MART 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	Dec 04 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.

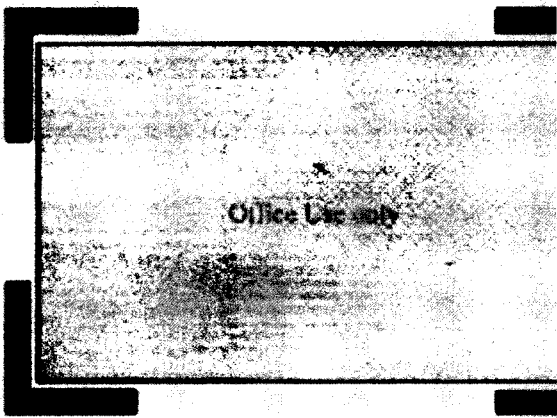
[Purchase Now](#)

LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Registered Agent: Chen's Express Mart LLC
LLC Address: 405 W 27th St
City: Scottsbluff State: Nebraska Zip Code: 69361
LLC Phone Number: 308-225-2865 LLC Fax Number: _____

Name and information of contact member must be listed on following page

Last Name: Chen First Name: Jian Bin MI: _____
Home Address: 1418 W 42nd St City: Scottsbluff
State: Nebraska Zip Code: 69361 Home Phone Number: 308-225-2865

Jian Bin Chen

Signature of Managing/Contact Member

Last Name: Chen First Name: Jian Bin MI: _____

Social Security Number: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

YES

NO

If yes, Form 185 is required

Starting Date: _____ Ending Date: _____

YES

NO

If yes, provide the Federal ID #. _____

CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

CHEN'S EXPRESS MART LLC

Name of the limited liability company: _____
The name must contain the words Limited Liability Company or Limited Company or the abbreviation L.L.C., LLC, L.C. or LC. Limited may be abbreviated as Ltd., and Company may be abbreviated as Co.

Street and mailing address of the initial designated office:

405 WEST 27TH STRETT	SCOTTSBLUFF	NE	69361
Street Address (Required)	City		ZIP
405 WEST 27TH STREET	SCOTTSBLUFF	NE	69361
Mailing Address (if different from street address)	City		ZIP

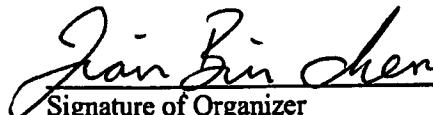
JIAN BIN CHEN

Name of the initial agent for service of process: _____

Street, mailing address and post office box (if any) of the initial agent for service of process:

405 WEST 27TH STREET	SCOTTSBLUFF	NE	69361
Street Address (Required)	City		ZIP
		NE	
PO Box/Mailing Address (if different from street address)	City		ZIP

Effective date if other than the date filed 11/09/23



 Signature of Organizer
JIAN BIN CHEN

 Printed Name of Organizer

Legal notice: The Secretary of State's office cannot provide legal advice. We highly recommend that you seek professional legal, tax and financial advice to assist you in forming your business.

FILING FEE: \$110.00 (In-Office) / \$100.00 (Online)
Revised 7/12/2022

Neb. Rev. Stat. §21-117

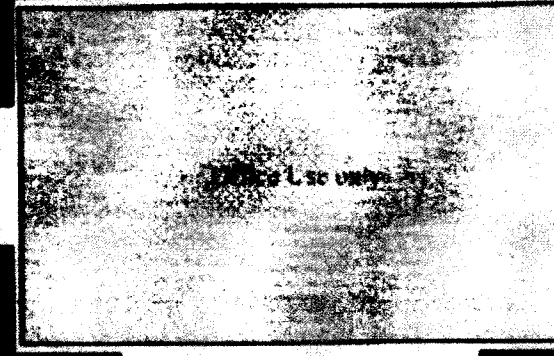
MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License

Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
 - Complete all sections of the application.
 - Form must be signed by a member or corporate officer
 - Include Form 147 –Fingerprints are required
 - Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
 - Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
 - Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:
- Spouse who will not participate in the business
- Complete the Spousal Affidavit of Non Participation (Form 116). Be sure to complete both halves of this form.

Name of Corporation/LLC: Chen's Express Mart LLC

Premises Trade Name/DBA: Chen's Express Mart LLC

Premises Street Address: 405 W 27th St

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premises Phone Number: 308-225-2865

Premises Email address: chenexpmart@gmail.com

Jim Jim Chen

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

FORM 103
REV 12/8/2021
PAGE 1

Last Name: Chen First Name: Jian Bin MI: _____

Home Address: 1418 W 42nd ST

City: Scottsbluff County: Scotts Bluff Zip Code: 68361

Home Phone Number: 308-225-2865

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: china

Email address: chenexpmart@gmail.com

YES

NO

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Scottsbluff / Nebraska</u>	<u>1997</u>	<u>Now</u>			

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	2023	Main Moon Buffet LLC	Rob Chen	308-632-8822
2012	2013	King Buffet Inc	Andy Chen	308-635-8534

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jian Bin Chen	2007-2009	I don't remember

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
MANAGER China Buffet / manager	2005-2012	1508 E 20th St. Scottsbluff / Nebraska

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

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

Must be signed by applicant and spouse.

Jian Bin Chen

Signature of APPLICANT

Jian Bin Chen

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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.nebraska.gov

Office Use only
Date Stamp HERE ONLY
Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/psp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP - CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Chen Express mart

Name of Person Being Fingerprinted: Jian Bin Chen

Date of Birth: [REDACTED]

Date fingerprints were taken: 11/7/23

Location where fingerprints were taken: Scottsbluff Police Station

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # 1188

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

JH

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

No. 26 184 193



Personal description of holder
as of date of naturalization:

Date of birth: [REDACTED]

Sex: Male

Height: 5 feet 9 inches

Marital status: Single

Country of former nationality:
China, Peoples Republic of

INS Registration No. A044416834

I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

JIAN BIN CHEN
(Complete and true signature of holder)

It is known that, pursuant to an application filed with the Attorney General

at: Omaha, Nebraska

The Attorney General having found that:

JIAN BIN CHEN

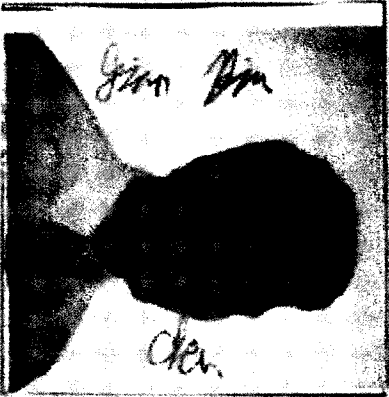
then residing in the United States, intends to reside in the United States when so
required by the Naturalization laws of the United States, and had in all other
respects complied with the applicable provisions of such naturalization laws and was
eligible to be admitted to citizenship, such person having taken the oath of allegiance
in a ceremony conducted by the

United States Immigration and Naturalization Service

at: Omaha, Nebraska

on: JUL 06 2001

that said person is admitted as a citizen of the United States of America.



IT IS UNLAWFUL BY U.S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE
WITHOUT LAWFUL AUTHORITY.

David J. [Signature]
Commissioner of Immigration and Naturalization

Frederick, Kim

From: Jian Chen <chenexpmart@gmail.com>
Sent: Thursday, November 9, 2023 8:37 PM
To: Frederick, Kim
Subject: Chen's express mart

Hi Kim

We plan to start small and then grow as time goes by. We plan to add more and more things and time regresses and make sure this business is profitable. We are thinking about having fresh and dry products as well as drinks. We plan to place our liquor in the back of our checkout counter and inform all employees of asking for IDs when we have customers who want to buy a bottle of liquor.

Thank you

Jian Chen

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this 01 day of November, 2023, by and between Qi chang Chen, an individual located at 1418 west 42nd st, Scottsbluff, NE 69361 ("Landlord") and Chen's Express Mart, an entity located at 1418 west 42nd st, Scottsbluff, NE 69361 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of a building (the "Real Property") located at 405 west 27th st, Scottsbluff, NE 69361 (the "Demised Premises").

A) Size of Premises. The Demised Premises consists of approximately three thousand seven hundred (3700) square feet and comprises approximately _____ of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.

D) Parking Spaces. Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the building parking lot on a reasonable non-exclusive first-come, first serve basis. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges.

E) Storage Facilities. Landlord agrees that during the term of this agreement, Tenant has the right to store personal property in the _____ at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant. Tenant will not pay Landlord for the use of such facilities.

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2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. **Term of Lease.** The term of this Agreement shall commence on November 01, 2023 ("Commencement Date") and ending at midnight on December 31, 2023 ("Termination Date")

Q.C./R → December 31, 2023 *Q.C.*

A) **Renewal.** Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional ten (10) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. All of the terms and conditions of this Agreement shall apply during each renewal term.

B) **Notice of Renewal.** The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than ten (10) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

4. **Rental Terms.** With respect to the terms of the rental:

A) **Base Rent.** Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$1,000.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the _____ day of the payment period. Base Rent is payable by check mailed to Landlord at the address stated above, or as otherwise agreed upon by the parties.

B) **Operating Cost.** Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping.

C) **Taxes.** Tenant shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. All such tax obligations shall be payable in addition to the Rent paid under this Agreement.

D) **Payment of Rent.** Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant. Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a _____ basis.

E) **Partial Payments.** Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to

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same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) **Past Due Payments.** If any amount due under this Agreement remains unpaid five (5) days after it is due, a late charge equal to \$100.00 per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of \$100.00 to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

G) **Security Deposit.** Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$1,000.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) **Holding Over.** If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be one (1) times the Base Rent applicable immediately prior to the expiration of the Term.

5. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

A) **Use and Occupancy.** Tenant shall use and occupy the Demised Premises for the commercial purpose of _____ and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the

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Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. No smoking in the Demised Premises or within _____ feet or any doorway.

IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

VI. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.

VII. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

VIII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

XI. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.

XII. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

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XIII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

XV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

XVI. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

XVII. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise

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indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a one (1) day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

B) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

C) Fixtures and Furnishings Provided by Landlord. Landlord shall provide the following fixtures and furnishings

- Furniture

D) Personal Property Taxes of Tenant. Tenant shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Landlord shall become due and payable by Tenant within _____ days after written notice from Landlord.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the

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Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation and air conditioning systems
- Plumbing
- Electrical systems

C) Remodeling. Tenant shall not do the following:

- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within one (1) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional insured, to

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be carried with an insurer and to have limits of liability of not less than \$100.00 per occurrence on a combined single limit basis and a deductible no greater than _____.

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than one (1) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate. All premiums for such insurance maintained by Landlord shall be considered Operating Costs.

D) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

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10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

In turn, Landlord will be responsible for making payments for the following utilities:

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

D) Assignment and Subletting. Tenant shall not assign, mortgage, encumber or transfer any interest in this Agreement, or sublet the Demised Premises in whole or in part, nor grant a license or concession in connection therewith without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed 10% of the then replacement value thereof, then the parties may, at their option, within ten (10) days after the occurrence of such casualty, terminate this Agreement upon written notice.

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B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than 10% of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within ten (10) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than _____ of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided

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further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within _____ days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

16. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after _____ days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.


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B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within _____ days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than _____ days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding

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upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, not including its conflicts of law provisions.

F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved in the courts of the State of Nebraska. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

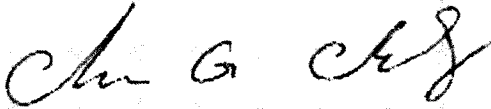
I) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective

JK
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heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.



Landlord Signature

Qi Chang Chen
Landlord Name

Chen's Express Mart
Tenant Name



Representative Signature

Jian Bin Chen
Owner
Representative Name and Title


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PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 88868050
11/6/2023 07:04 PM

Status: **APPROVED**
Customer Name: Jian Bin Chen
Account Number: ***1421
Routing Number: 104102309

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	81548442	\$400.00

Applicant Name:: **Jiann Bin Chen**
Trade Name (DBA):: **Chen's Express Mart LLC**
Address:: **405 west 27th st**
City:: **Scottsbluff**
State:: **Nebraska**
Zip Code:: **69361**
Phone Number:: **308-225-2865**
Email Address:: **chenexpmart@gmail.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$401.75

I authorize "" to electronically debit my account.

Customer Copy

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2022)

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, City Manager/Chief of Police
Date: 01/12/2024
Re: Application for a Class D Liquor License Number D - 126071, Chen's Express Mart, LLC, dba: Chen's Express Mart, 405 W 27th St, Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing, and able to adequately provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on Jian Bin Chen, owner of Chen's Express Mart, to determine his fitness to have a liquor license. Jian reported that he did not have any criminal convictions. I found one out-of-state traffic infraction for an equipment violation during my research. I found no information that would disqualify the applicant from having a liquor license.

After consideration, I have concluded that the applicant is fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

On Wednesday, January 10, 2023, Jian Chen appeared before the Liquor License Holders Investigatory Board to discuss the application. Jian explained that he previously managed the China Buffet liquor license for three years, from 2007 through 2009. Jian told the committee there were no violations or compliance failures during this time. Jian stated that all customers purchasing alcohol will be required to produce identification, no matter their age. The ID would be scanned through the business' point of sale register to determine age.

The applicant appears able and willing to conform to language within the Nebraska Liquor Control Act.

(C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Jian told the board that he plans to sell beer only, at least in the beginning. Jian said he would be responsible for the inventory and ordering of the alcohol. Jian said he and his ex-wife would be the only employees. Jian reported that they have taken online training and are registered for in-person training on January 13. Jian told us that the business does have video cameras that record, with cameras aimed at the alcohol.

After hearing Jian's plan and answering several questions, the board voted unanimously to send a favorable recommendation to the Council.

The applicant appears committed to complying with all the Nebraska Liquor Control Act provisions, requirements, rules, and regulations.

(D) The issuance of the license is or will be required by the present or future public convenience and necessity:

The business will be open six days a week, Monday through Saturday, 11:00 am to 8:00 pm. Chen's Express Mart is in a location that has been a restaurant for many years.

Oversight and accountability regarding the sale of alcoholic beverages will be a priority for the applicant.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

(E) The existence of a citizen's protest made in accordance with Section 53-133:

There have been no known citizen protests of this business.

(F) The nature of the neighborhood or community of the location of the proposed licensed premises:

The business is located at 405 West 27th Street, Scottsbluff, NE. It will be a convenience store that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with its location.

(G) The existence or absence of other retail licenses or bottle club licenses with similar privileges within the neighborhood or community of the location or the proposed licensed premises.

Other similar businesses in the area with liquor licenses allow for on and offsite sales.

(H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:

Although no recent traffic studies have been completed regarding motor vehicle traffic in the general area, the traffic flow and pedestrian traffic are not of concern now.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 18,000 calls for service, not including traffic citations, during 2023. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is complex. Compliance checks remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

Adequate staffing, training, and close supervision of patrons are essential. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

Memo

Date: January 16, 2024
To: Honorable Mayor McKerrigan and Members of the City Council
From: Kimberley Wright, City Clerk
CC: Kevin Spencer, City Manager
Re: Chen's Express Mart, 405 W. 27th Street, Scottsbluff, NE

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class IB Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
- Class L Craft Brewery (Brew Pub)
- Class W Wholesale beer
- Class Z Microdistillery
- Catering Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza 2203-07 Broadway

Total Class A Licenses 1

Class B Licenses

Retail

Family Dollar Store #27573 1412 East Overland

Total Class B Licenses 1

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway

Power House on Broadway, LLC d/b/a Power House Social
(Catering)
Frank Eats, LLC d/b/a Taco De Oro

1721 Broadway
2601 Avenue I

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern
Bob's Garage & Bar
RSK Frontside, LLC dba Frontside
Racks Sports Bar, LLC (Catering)

20 West 18th Street
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Grass Retail, LLC d/b/a Shortstop
Route 26 Mart (AS 22, LLC)
Maverik Stores Inc.,
Walgreens
Essential Fuel
Essential Fuel
Essential Fuel

503 East Overland
121 W 27th Street
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W
2319 East Overland
837 27th Street

Liquor Stores

Montez Liquor
Cigarette Chain
Discount/Grocery Stores
Target (Catering)
Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

17

1311 E Overland Dr.
323 East Overland

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
El Rancho Viejo Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
Taco Town
Prime Cut
Sweet V's (Catering)

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
1818 1st Ave.

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis
TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser
TOTAL CLASS W LICENSES

1

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)
TOTAL CLASS Z LICENSES

1

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	1
Class C	15
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	49

Memo

EXHIBIT V

Date: December 7th, 2023
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "D" Liquor License Application
Chen's Express Mart
405 West 27th Street
Scottsbluff, NE 69361

Action:

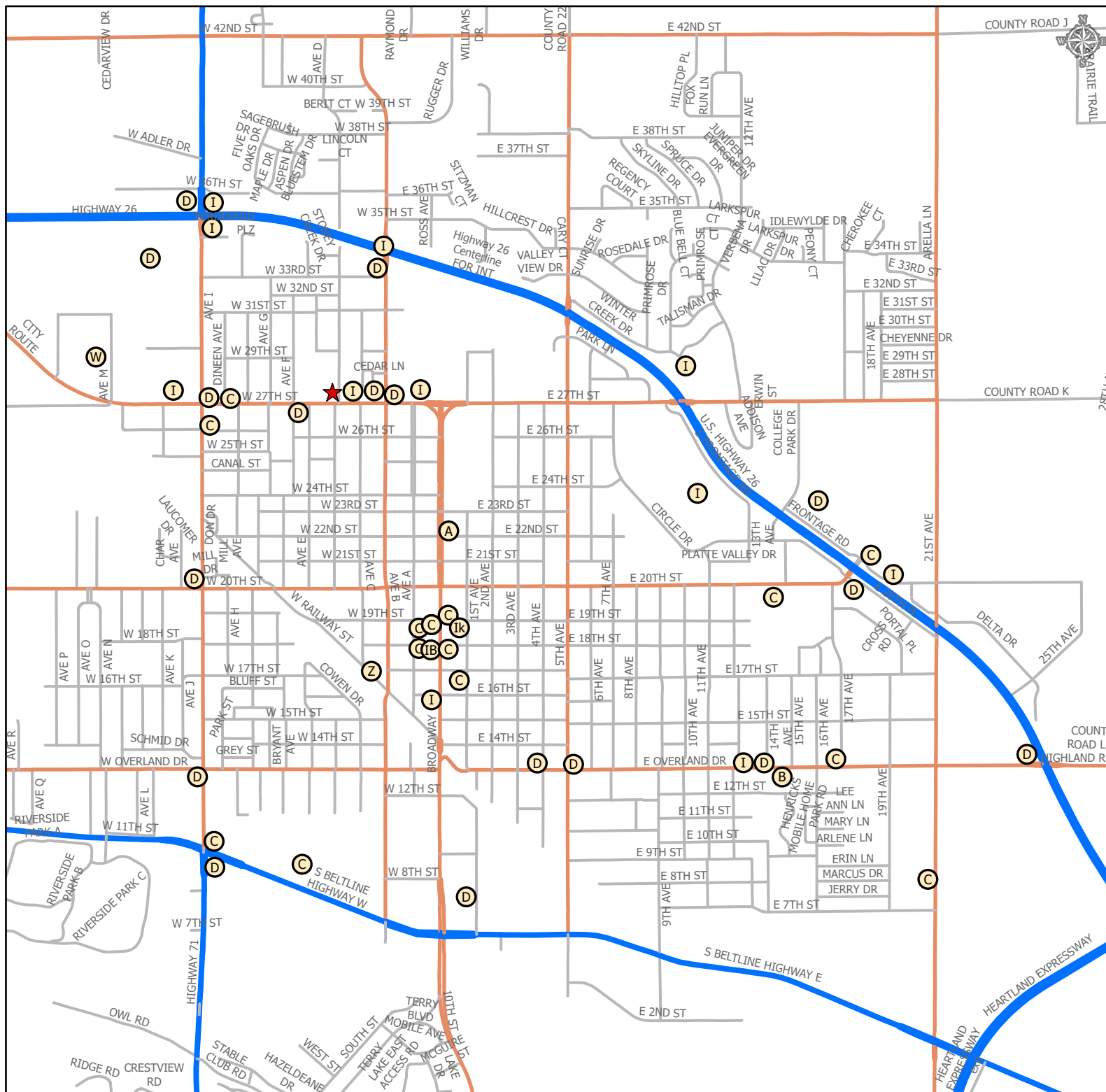
The owner of Chen's Express Mart has applied for a new license in the name of Jian Bin Chen.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 405 W. 27th St. is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where convenience stores are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The neighboring properties to north, south, east and west are C-2 (Neighborhood and Retail Commercial).
- (2) The off-street parking requirements are 1 space for every 250 sq ft. of retail space. The occupancy will need access to at least 8 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances. The lot appears to meet this requirement.
- (3) The use of this property is consistent with the C-2 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,282.

Liquor Licenses

★ Applicant
Chen's Express Mart
Type D - 405 W 27th St.



- Current Approved Locations
- Highway
- Main Road
- Residential/Rural

- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class IB Beer, Wine, Distilled Spirits on Sale, Beer off sale only
- Class W Wholesale beer
- Catering (K) Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Taylor Stephens
City of Scottsbluff GIS
Created on 1/8/2024
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
January 10, 2024 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, January 10, 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 January 6, 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: Russ Knight, Chairman, Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Libby Stobel, City Attorney, Emily Norman, WNCC., Matt Huck, Scottsbluff Public Schools. Absent: Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Chairman Knight 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 September 13, 2023 Regular Meeting Minutes – Motion by Spencer, second by Stobel to approve the September 13, 2023 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
 - a. Mr. Jian Bin Chen, owner of Chen's Express Mart was present to answer questions regarding the Class D Liquor License Application for Chen's Express Mart, 405 W. 27th St., Scottsbluff, NE.

Mr. Chen explained he previously held a liquor license from 2007- 2009 for a restaurant he operated in Scottsbluff and during that time, he received no liquor license violations. He went on to add this business will be a convenience store and will only encompass around 1000 square feet of the building. The remaining space will be used for storage. His hours will be from 11:00 a.m. to 7 or 8:00 p.m. Monday through Saturday.

Police Chief Spencer asked Mr. Chen where the alcohol will be located in the store. Mr. Chen stated it will be kept in the front and all overstock will be located in a locked

storage room. He was also asked who would do the ordering and inventory. Mr. Chen replied it would be him and currently he will only be selling beer at this time.

Committee Member Margheim asked if he would sell liquor at a later date and he stated he may open a Chinese Express restaurant in the building and would add liquor at that time.

Regarding checking ID's, Mr. Chen stated they will check all ID's for those who purchase alcohol and he plans on ordering a machine to scan ID's.

As far as training, both he and one other family member has taken Responsible Beverage Server Training and they are both signed up for a TIPS class on January 13th.

After discussion, Committee Member Margheim moved, seconded by Committee Member Huck to send a positive recommendation to Council regarding the Class D Liquor License for Chen's Express Mart, 405 W. 27th St., Scottsbluff, NE and approving Jian Bin Chen as Manager. Motion passed unanimously.

7. New Manager Application.

- a. Mr. Charles Wright, President of Panhandle Cooperative and Mr. Jason Rupp C-Store Manager and liquor license manager applicant were present regarding the manager change on liquor license # 017821 for Northgate Ampride. Mr. Wright explained the reason for change is because current manager, Greg West is retiring.

Mr. Rupp then added he has been employed with Panhandle Cooperative for five years and has training in the liquor industry as he has worked at different establishments that serve alcohol. He has taken the online training and TIPS and will require all of the clerks to attend "We card training." Currently he is in the administration office, but will make appearances at the Northgate Ampride location 4-5 times a week.

Legal Counsel Stobel informed the committee that she would have to declare a conflict of interest and abstain from voting as her firm represents Panhandle Cooperative and she has been involved with the process.

Committee Member Huck moved, seconded by Committee Member Norman to send a positive recommendation to Council regarding naming Jason L. Rupp as the liquor license manager of the Class D liquor license for Panhandle Cooperative, 3302 Avenue B, Scottsbluff, NE. "YEAS," Spencer, Norman, Knight, Margheim, Huck, and Wright. "NAYS," None. Abstain: Stobel.

8. Liquor License Compliance Issue.

Arthur's Pizza – Mr. Dave Thiele, owner of Arthur's Pizza came forward to explain his violation. He stated on November 18th around 7:00 p.m. two people came in one showing a Nebraska license and the other a Nevada license. He was not at the bar during the time and his clerk sold to the person holding the Nevada license. He went on to state he only sells beer and does not make a profit, stating he made \$380.00 last year. Because of this, he has voluntarily surrendered his license to the Nebraska Liquor Commission and will no longer

be selling alcohol at his location. His clerk is still employed and received diversion from the court.

Elks Lodge – Mike Smith, Bar Manager, explained his violation happened during a wedding reception. The two minors came in and told the person at the door who was carding and putting on wristbands that they would not be drinking alcohol. The minors then went to the bar and ordered beers. The bartender asked for their ID's and was refused. Mr. Smith stated the beer was not given to the participant; they have since gone to court and the charges were dropped.

Panhandle Cooperative – Mr. Charles Wright and Mr. Jason Rupp stated, with their violation, the clerk looked at the ID and completed the sale, adding she informed them later she was having some medical issues during that time. To prevent reoccurrence, they will be getting a scanner and require additional training. Mr. Rupp also stated the employee was given a final notice, but not terminated as she is a good employee.

Fairfield Inn and Powerhouse Social – Mr. Dave Schaff owner of both businesses was present and stated with the Fairfield the employee checked the ID's of both participants and refused the Nebraska license, however, she sold to the person holding the Nevada license, adding this employee has received training through their corporate agency. Regarding the Powerhouse violation, the server had not received training and sold to the person holding the Nevada license as well. He informed they have invested in ID scanners and will implement them at both locations and retrain employees. He went on to add both employees were not terminated.

There was no other business presented. The meeting adjourned at 2:56 p.m.

Russ Knight, Chairman

Kim Wright, Secretary