



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

Regular Meeting
November 20, 2024
2:00 PM

1. **Roll Call**
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the south wall.**
3. **Call meeting to order - Vice Chairman Andrea Margheim**
4. **Changes or additions to the agenda**
5. **Approve the minutes of the April 3, 2024 Meeting**
 - a) April 3, 2024 Minutes
6. **New Liquor License Applications**
 - a)
Class C Application, Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff; Lacey McConkey, Manager.
7. **New Manager Application**
 - a)
Nicole Green, manager applicant for Walgreens Co., 205 W. 27th Street, Scottsbluff, NE.
8. **Liquor License Compliance Issue**
 - a)
Chen's Express Mart – 405 W. 27th Street.
9. **Other Business**
10. **Adjournment**

City of Scottsbluff, Nebraska
Wednesday, November 20, 2024
Regular Meeting

Item 5.a

April 3, 2024 Minutes

Staff Contact: Kimberley Wright

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
April 3, 2024 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, April 3, 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 March 30, 2024 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Libby Stobel, City Attorney, Matt Huck, Scottsbluff Public Schools. Absent: Russ Knight, Chairman, Kelli Larson, Panhandle Prevention Coalition, Emily Norman, WNCC.
2. Open Meeting Act – Vice-Chairman Margheim welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the February 21, 2024 Regular Meeting Minutes – Motion by Huck, second by Stobel to approve the February 21, 2024 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
 - a. Mr. Charles Wright and Mr. Eric King representing Legacy Cooperative d/b/a Northgate Ampride, 3302 Ave. B, Scottsbluff, NE and Main Street Market Wine & Spirits, 401 S. Beltline Hwy W., Scottsbluff, NE were present to answer questions regarding the Class D and Class CK liquor licenses at both locations.

Police Chief/City Manager Kevin Spencer started by asking Mr. King about his experience in the alcohol industry. Mr. King stated he has been involved for 24 years; six at the Albertsons location when it was open and the last 18 at Main Street Market. Both men were also asked what processes were in place at both locations to prevent underage drinking. Mr. King stated cashiers and liquor store employees take online courses from the Nebraska Liquor Control Commission and they have team meetings every 7-10 days where they remind staff of their processes. Mr. Wright stated they are looking at getting a scanner at the Ampride location to help with checking ID's. At

Main Street Market Wine & Spirits they check ID's if you look younger than 35 and also ask for birthdates to put in the system. Committee Member Huck questioned if someone could override that or put in a false date. Mr. King stated the date prints on the receipt and he does view transactions from his office to make sure the clerks are following protocol.

Mr. Spencer asked who orders and inventories the alcohol at both locations. Mr. King said at the Main Street Market Location, Colton Johns the liquor store manager, orders and he and Mr. Johns do the inventory. At the Ampride location, Mr. Wright stated the location manager does the ordering and Mr. Jason Rupp does the inventory.

When asked what would happen to an employee if they sold to a minor, Mr. Wright stated their policy says to terminate, but he will make an exception if it is a long-termed employee and after hearing the circumstances.

After discussion, Committee Member Huck moved to send positive recommendations for the Class D Liquor License of Legacy Cooperative d/b/a Northgate Ampride; Jason Rupp Manager and the Class CK License of Legacy Cooperative d/b/a/ Main Street Market Wine & Spirits; Eric King Manager. The motion was seconded by Police Chief/City Manager Spencer. Motion passed unanimously.

Vice-Chairman Margheim moved to adjourn the meeting at 2:14 p.m. The motion was seconded by Committee Member Huck. Motion passed unanimously.

Andrea Margheim, Vice- Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska
Wednesday, November 20, 2024
Regular Meeting

Item 6.a

Class C Application, Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff; Lacey McConkey, Manager.

Staff Contact: Kimberley Wright



Nebraska Liquor Control

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

Application Copy

File Number: 37039

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

APPLICATION DATE RECEIVED

2024-09-06

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Virk Hospitality Scottsbluff, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Holiday Inn Express and Suites-
Scottsbluff

CORPORATE NUMBER

99-3918743

INCORPORATION DATE

2024-08-13

CORRESPONDENCE ADDRESS

1722 8th Ave
West Linn, OR 97068

MAILING ADDRESS

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

CONTACT NAME

Amandeep Virk

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(510) 589-3332

ALTERNATE PHONE

(308) 632-1000

FAX

EMAIL

amandeepk2003@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Amandeep Virk	President	Virk Hospitality SB LLC	50
Jagtar Singh	Member	Virk Hospitality SB LLC	50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 079276 (Active) - Class C Spirits, Wine, Beer On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
HOLIDAY INN EXPRESS (MCDERMID MANAGEMENT CO LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Hotel/Motel/Lodging

PREMISES NAME

Holiday Inn Express and Suites

OPERATOR

Lacee McConkey

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

MAILING ADDRESS

PO Box 1203
Scottsbluff, NE 69361

CONTACT NAME

Lacee McConkey

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 641-4806

ALTERNATE PHONE

(308) 632-1000

FAX

(308) 632-8777

EMAIL

hiexpressscottsbluff@yahoo.com

PREMISES MANAGER

Lacee McConkey

PREMISES MANAGER EMAIL

hiexpressscottsbluff@yahoo.com

QUESTIONS

Class C Spirits, Wine, Beer On a

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

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

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

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L65xW72

3. Is there an outdoor area?

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

No

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

No

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

3 Floors

Liquor license only first level lounge area

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

No

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

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

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

08/13/24

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

No

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

No

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

No

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

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

Platte Valley Bank
Amandeep Virk

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

Yes

Have held previous liquor license, completed online and in-person training.

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

Yes

16 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

17 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporation/LLC Structure	CORPORATION-LLC STRUCTURE.pdf	
Lease / Deed / Purchase Agreement	WARRANTY DEED (1).pdf	
Premises Description & Diagram	premise.pdf	
Business Plan	businessplan.pdf	
Privacy Act Statement	fingerprint.pdf	
Temporary Operating Permit (TOP)	tempoperatingpermit.pdf	

APPLICANT

Lacee McConkey

DECLARATION

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

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

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

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

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

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

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



Nebraska Liquor Control

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

Additional Information Requested

File Number: 37039

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

ADDITIONAL INFORMATION DATE
RECEIVED

2024-09-10

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Virk Hospitality Scottsbluff, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Holiday Inn Express and Suites-
Scottsbluff

CORPORATE NUMBER

99-3918743

INCORPORATION DATE

2024-08-13

CORRESPONDENCE ADDRESS

1722 8th Ave
West Linn, OR 97068

MAILING ADDRESS

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

CONTACT NAME

Amandeep Virk

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(510) 589-3332

ALTERNATE PHONE
(308) 632-1000

FAX

EMAIL
amandeepk2003@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Amandeep Virk	President	Virk Hospitality SB LLC	50
Jagtar Singh	Member	Virk Hospitality SB LLC	50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 079276 (Active) - Class C Spirits, Wine, Beer On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
HOLIDAY INN EXPRESS (MCDERMID MANAGEMENT CO LLC)

ADDITIONAL INFORMATION REQUESTED

Items missing or incorrect:

- 1) Fingerprint cards and the Privacy Act Statement (fingerprint submission form) for both Amandeep Virk and Jagtar Singh
- 2) If there are spouses that are NOT involved with the business we need the Affidavit of Non-Participation signed, if they are involved with the business they will need to be fingerprinted
- 3) an email address for Jagtar Singh so the request for individual history can be sent
- 4) The length and width needs to be added to the premise diagram
- 5) Charles McDermid, as sole owner, needs to sign the Temporary Operating Permit application
- 6) We need the business purchase agreement and the alcohol inventory (if no alcohol bought from seller than a document stating such)

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Temporary Operating Permit (TOP)	TOPsigned.pdf	TOP Complete

APPLICANT

Lacee McConkey



Nebraska Liquor Control

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

Additional Information Requested

File Number: 37039

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

ADDITIONAL INFORMATION DATE
RECEIVED

2024-09-26

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Virk Hospitality Scottsbluff, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Holiday Inn Express and Suites-
Scottsbluff

CORPORATE NUMBER

99-3918743

INCORPORATION DATE

2024-08-13

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1722 8th Ave
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1821 Frontage Road
Scottsbluff, NE 69361

CONTACT NAME

Amandeep Virk

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Email

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(510) 589-3332

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EMAIL
amandeepk2003@yahoo.com

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- 3) an email address for Jagtar Singh and Amandeep Virk so the request for individual history can be sent
- 4) The length and width needs to be added to the premise diagram
- 5) We need the business purchase agreement and the alcohol inventory (if no alcohol bought from seller than a document stating such)

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED**DOCUMENTS**

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	PSA_Scottsbluff.pdf	Purchase Agreement
Lease / Deed / Purchase Agreement	WARRANTY DEED.pdf	Warranty Deed
Privacy Act Statement	Amandeep Virk -Act Statement & Fingerprints.pdf	Amandeep Virk Fingerprint Submission
Privacy Act Statement	Jagtar Singh-Act statement & Fingerprints.pdf	Jagtar Singh Fingerprint Submission
Affidavit of non-participation	Affidavit of Non Participation JAGTAR.pdf	Affidavit Singh
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Premises Description & Diagram	premise.pdf	Premise

APPLICANT

Lacee McConkey

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

BALVINDER KAUR
Signature of **NON-PARTICIPATING SPOUSE**
BALVINDER KAUR
Print Name

Jagtar Singh
Signature of **APPLICANT**
Jagtar Singh
Print Name

State of Nebraska, County of Scottsbluff

State of Nebraska, County of Scottsbluff

The foregoing instrument was acknowledged before me
this 9 / 20 / 2024 (date)

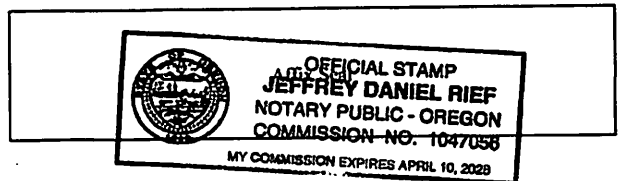
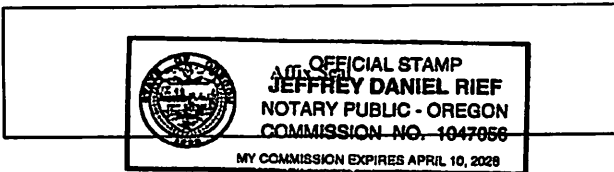
The foregoing instrument was acknowledged before me
this 9 / 20 / 2024 (date)

by Balvinder Kaur
Name of person acknowledged
(Individual signing document)

by Jagtar Singh
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature



SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

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I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Kulwant Kaur
Signature of **NON-PARTICIPATING SPOUSE**
Kulwant Kaur
Print Name

State of Oregon, County of Washington
Scottsbluff

The foregoing instrument was acknowledged before me
this September 25, 2024 (date)

by Kulwant Kaur
Name of person acknowledged
(Individual signing document)

Amandeep S Virk
Signature of **APPLICANT**
Amandeep S Virk
Print Name

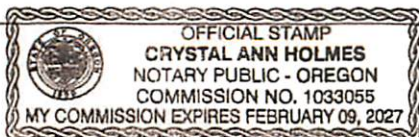
State of Oregon, County of Washington
Scottsbluff

The foregoing instrument was acknowledged before me
this September 25, 2024 (date)

by Amandeep S Virk
Name of person acknowledged
(Individual signing document)

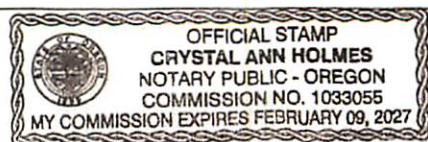
Crystal Ann Holmes
Notary Public Signature

Affix Seal



Crystal Ann Holmes
Notary Public Signature

Affix Seal



Nebraska Secretary of State

VIRK HOSPITALITY SCOTTSBLUFF, LLC

Mon Sep 9 09:37:38 2024

SOS Account Number

2407158959

Status

Active

Principal Office Address

1722 8TH AVE
WEST LINN, OR 97068
USA

Registered Agent and Office Address

PACIFIC REGISTERED AGENTS, INC.
1360 S DYER PARK ROAD
AYR, NE 68925-2643

Nature of Business

Not Available

Entity Type

Foreign LLC

Qualifying State: OR

Date Filed

Jul 19 2024

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for VIRK HOSPITALITY SCOTTSBLUFF, 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	
Foreign Certificate of Authority	Jul 19 2024	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

Business Plan Statement

As a premier hotel operator, we are committed to providing exceptional hospitality and a memorable experience for our guests. We operate 24 hours and have 69 available rooms. To enhance our guests' stay, we offer a complimentary happy hour which includes served beer. This service is available exclusively to our registered guests from 5:00 PM to 7:00 PM, Monday through Thursday.

Business Purchase Agreement

Purchase Date 8/13/2024

Name of Business Currently Licensed Holiday Inn Express Scottsbluff

Address of Business:

1821 Frontage Rd

Scottsbluff, NE 69361

Applicant: Virk Hospitality Scottsbluff LLC

Current Licensee: McDermid Management Co LLC

Charles D. Mc Dermid

Signature of Seller (licensee)

10/02/2024

Date

[Signature]

Signature of Purchaser (applicant)

10/01/2024

Date

After Recording Return To: Missouri River Title, 11239 Chicago Circle, Omaha, NE 68154 (402) 333-1025

WARRANTY DEED

Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, "Grantor" herein, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Virk Hospitality Scottsbluff LLC, an Oregon limited liability company, "Grantee" herein, all of Grantor's right, title and interest in and to the following described real estate, as defined by Neb.Rev.Stat. §76-201 (hereinafter "Property"):

Lot 11, Block 1, Amended Plat of Quindt Commercial Tracts, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

To have and to hold the above described Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized in fee simple interest of said Property; that said Property is free and clear of all liens, encumbrances, reservations, and modification, excepting existing easements, covenants, encumbrances, reservations and exceptions of record, and the lien of 2024 real estate taxes due and payable in 2025; ; that Grantor has right and lawful authority to convey the Property; and that Grantor warrants and will defend the title to said Property against the lawful claims of all persons whomsoever.

Dated this 13th day of August, 2024.

ASSET PURCHASE AGREEMENT

SELLER: BST Hospitality, LLC

BUYER: Ray Batra and Amandeep Singh, or assigns

EFFECTIVE DATE OF AGREEMENT: This Agreement shall have an Effective Date of June 13, 2024.

SUMMARY OF TRANSACTION

Seller will sell to Buyer and Buyer shall purchase from Seller the 69-unit Holiday Inn Express & Suites, 1821 Frontage Road, Scottsbluff, NE 69363 (“Hotel”), to include the real property, personal property, supply inventory, consumable inventory, equipment and other assets associated with the business.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER OF ASSETS. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall, as of the Closing Date, sell, transfer, assign and convey to Buyer, and Buyer shall purchase, acquire and assume from the Seller all of Seller’s right, title and interest, as of the Closing Date, to all of the assets of Seller utilized in the operation of the Hotel, including, but not limited to the following (collectively, the “Purchased Assets”):

- (a) Real Property. All real property legally described on Schedule 1, together with the building and improvements, appurtenances, fixtures and attachments located thereon (the “Real Property”);
- (b) Personal Property. All equipment and machinery, fixtures, furniture and personal property (except cash and credit card payments and those assets specifically excluded in Section 2 below), linens, signs and supplies located on or used in or for the operation of the business (the “Personal Property”);
- (c) Supply Inventory. All materials and supplies used or intended for use but not for sale in connection with the operation of the motel;
- (d) Consumable Inventory. All merchandise, food and beverages held for use for continental breakfasts;
- (e) Warranties. To the extent that they are assignable, all right, title and interest of Seller in all warranties and guaranties regarding acquisition, construction, design, use, operation, management or maintenance of the Real Property and Personal Property (collectively, the “Warranties”);
- (f) Books and Records. Customer information, product data, materials, safety data sheets and price lists, all telephone listings or 800 numbers including the general telephone number currently being used for the business, and any

email addresses, websites, internet domain names or related internet technology, intellectual property relating to the business that is transferable; and

- (g) Contracts. All guest room reservations, including monies paid to Seller for advance bookings of any type, if any; all leases, concessions and other occupancy agreements, if any.

2. EXCLUDED ASSETS. The purchased assets do not include the following assets (“Excluded Assets”):

- (a) Seller’s cash and cash equivalents;
- (b) All records respecting the organization and governance of Seller;
- (c) Accounts receivable as of the Closing Date; and

3. PURCHASE PRICE/ALLOCATION OF PURCHASE PRICE. The purchase price for the assets described above shall be the sum of Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000) which shall be paid as follows:

- (a) Within two (2) business days after the Effective Date of this Purchase Agreement by Buyer and Seller, Buyer shall deposit the sum of Fifty Thousand Dollars (\$50,000) with a title company acceptable to Seller (“Escrow Agent”) to be placed in an interest-bearing account (the “Earnest Money Deposit”). At the conclusion of the Due Diligence period, if Buyer is electing to proceed with the transaction, the Earnest Money Deposit shall become non-refundable to Buyer, subject to the terms and conditions of the Purchase Agreement. At closing the Earnest Money Deposit and all of the interest earned thereon shall be credited against the purchase price.
- (b) The remaining balance shall be paid by wire transfer or cash at the time of closing.

4. REAL PROPERTY.

- (a) Transfer of Real Property. Upon payment of the purchase price, Seller shall convey title to the real property and improvements thereon by good and sufficient warranty deed with transfer tax to be paid by Seller. The conveyance shall be free and clear of all liens and encumbrances, reservations and modifications, excepting existing easements, covenants, encumbrances, reservations and exceptions of record.
- (b) Real Property Taxes and Assessments. All real property taxes and assessments for 2023 due and payable in 2024, and all prior taxes and assessments, will be paid by Seller on or before the Closing Date. The 2024

real property taxes due and payable in 2025 shall be prorated between the parties. Seller's share of such taxes shall be debited on the closing statement, and Buyer shall be responsible for paying said taxes before they become delinquent.

- (c) Title Insurance. Seller shall pay the cost of an owner's policy of title insurance. In the event a lender's policy of title insurance is required, Buyer shall pay the cost thereof.

5. PERSONAL PROPERTY.

- (a) UCC Search. At Buyer's request, Seller shall cooperate with Buyer in having a UCC lien search completed with the Nebraska Secretary of State to terminate any liens or encumbrances against the Personal Property. If any liens or encumbrances do appear on the UCC search, prior to the Closing Date, Seller shall deliver to Buyer appropriate releases or termination statements, or appropriate assignments, as the case may be. Seller shall pay for all costs associated with the search but search shall be obtained by Buyer.
- (b) Bill of Sale and Title. At closing, Seller shall deliver to Buyer a bill of sale for all Personal Property sold hereunder.
- (c) Assignment of Leases/Contracts. Seller represents that the items listed on Schedule 2 are located in the business but are leased from third parties pursuant to oral or written leases. Said leased items shall be assigned to Buyer at closing, to the extent that they are assignable.

6. DUE DILIGENCE PERIOD. Buyer shall have Sixty (60) days from the Effective Date of Agreement defined above (such period of time to be referred to as the "Due Diligence Period") to complete its due diligence efforts with respect to the property. Earnest money is fully refundable during the due diligence period.

7. CLOSING DATE. The Closing Date shall be no later 30 days after the end of the Due Diligence Period. The "Closing Date" or "Closing" will occur at such place as agreed upon by the parties hereto.

8. POSSESSION AND PRORATIONS. Possession of the hotel and all prorations shall be made as of the Closing Date. The following are to be apportioned between the Parties as of the Closing Date:

- (a) Real property taxes will be prorated as set forth in paragraph 4(b) above;
- (b) Fees paid or payable for permits, if any, that are transferable (but all such amounts refundable on account of non-assignable licenses or utility deposits shall belong to the Seller, and the amount of any transfer of utility deposits shall be reimbursed to Seller);

- (c) All utilities, including electricity, gas, water, sewer, cable television, telephone and other services paid past the Closing Date, including billboards, dues, service contracts, etc.;
- (d) Seller shall be entitled to all revenues through the date before Closing and all room revenues for the night before and the morning of the Closing (e.g., if the Closing Date is June 30, Seller is entitled to the room revenues for the night of June 29th that carries over to the morning of June 30th). Seller shall be responsible for all expenses through 3:00 p.m. on the day of the Closing Date. Purchaser will receive all revenue and shall be responsible for all expenses for the period commencing at 3:00 PM the day of the Closing Date and all time periods after the Closing Date.
- (e) All payroll and payroll tax related expenses; and,
- (f) Vending machine receipts.

9. CONDITIONS. The obligations of either party to consummate the transactions contemplated by this Agreement are subject to satisfaction on or prior to the Closing Date of each of the following conditions:

- (a) The Real Property being sold hereunder will be transferred free and clear of all liens and encumbrances except liens, encumbrances and easements of record.
- (b) Seller conveying clear title to the Personal Property by bill of sale, free and clear of all liens and encumbrances, including but not limited to UCC liens, except those acceptable to the Buyer, if any.
- (c) Buyer obtaining a franchise from IHG Hotels. Buyer shall be responsible for all costs related to securing the franchise license. Failure to obtain franchise prior to Closing, but after the waiving of due diligence, shall result in the earnest money deposit being retained by the Seller.

10. 1031 EXCHANGE. Intentionally omitted.

11. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

- (a) Seller warrants and represents that, to the best of Seller's knowledge, there are no active, threatened, or pending claims against the assets or interests of the business.
- (b) The business is not now, nor at Closing, bound by any agreement, whether written or oral, with any employee providing for a specified period of notice of termination nor providing for any fixed term of employment; and has now and at Closing will have no employees who cannot be dismissed upon such notice as is required by statutory or common law.

- (c) Except as otherwise set forth in Paragraph 9(f) in this Agreement and in Schedule 2, the business will not, at Closing, be bound by any outstanding contract or commitment which requires prior approval of the assignment thereof by the Seller to the Buyer resulting from the consummation of the transactions provided for herein, unless such consent is obtained and provided to the Buyer at Closing.
- (d) At Closing, Seller will have good and marketable title to the personal property being conveyed, free and clear of any and all claims, liens, encumbrances and security interests whatsoever or will arrange to have them released with funds from Closing.
- (e) The business is not now, and at Closing will not be, in arrears or in default in respect of the filing of any required state, local or foreign or other return, and at each of such times (i) all taxes, filing fees and other assessments due and payable or collectible from the business shall have been paid or collected, (ii) no claim for additional taxes, filing fees or other amounts and assessments has been made which has not been paid, and (iii) to the best of the Seller's knowledge, no such return shall have contained any misstatement or concealed any statement that should have been included therein. The business has withheld and will withhold up to Closing from each payment made to any employee the amount of all taxes (including but not limited to income tax) and other deductions required to be withheld and have paid or will pay such amounts to the proper tax or other receiving authority.
- (f) Seller herein warrants that all of the equipment and building herein being conveyed are in working order and will be in working order at the time of possession. All Real Property and Personal Property will be in "as is" condition as of the Closing Date. Seller makes no representation as to the condition of the Real Property and Personal Property being sold, other than the representation and warranty that the equipment and building are in working condition and will be in working condition at the time of possession. Seller only warrants that Seller has good title to each of the said items and that said items will be in working condition at the time of possession.
- (g) No representation or warranty made by Seller in this Agreement or in any statement or certificate furnished or to be furnished to Buyer pursuant hereto or in connection herewith, contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make the statements contained therein not misleading.

12. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

- (a) Buyer shall be duly incorporated or organized under the laws of the State of Nebraska and authorized to do business in said state.
- (b) Buyer will comply with all terms of this Agreement, particularly with regard to payment.
- (c) No representation or warranty made by Buyer in this Agreement or in any statement or certificate furnished or to be furnished to Seller pursuant hereto or in connection herewith, contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make the statements contained therein not misleading.
- (d) Buyer acknowledges that Seller has furnished, or will furnish, to Buyer prior to Closing, access to the books and records of the business. Buyer has made or will make its own independent analysis of the same and will rely upon its own expertise in analyzing those books and records. Buyer has inspected or will be given the opportunity to inspect the assets and will in no way rely upon any statements made by Seller, except those contained within this Agreement.
- (e) Buyer is purchasing the Real Property and Personal Property based solely on Buyer's own inspection, operation and appraisal. Buyer accepts all of said items in their present condition, with all faults, and without any express or implied warranty of fitness for a particular purpose or of any express or implied warranty of merchantability.
- (f) Buyer has or will have inspected the assets being purchased hereunder.
- (g) Buyer acknowledges that Seller gives no warranty, express or implied, as to the profitability of the business. Buyer further agrees that it is purchasing all of the assets of the business in their "as is" condition, subject to representations made by Seller in this Agreement.

13. MAINTENANCE OF PERSONAL PROPERTY. Seller shall maintain the Personal Property in its usual and customary manner through the Closing Date, reasonable wear and tear excepted. All consumable operational maintenance supplies shall be maintained by Seller in usual and customary quantities through the Closing Date. All such supplies shall be included in the purchase price paid by Buyer hereunder.

14. EMPLOYEE MATTERS. As a result of the transactions hereunder, the employment of substantially all employees of Seller will terminate at 3:00 p.m. the day of Closing. All compensation and benefits with respect to employees at the hotel as of the date of Closing shall be paid by Seller through 3:00 p.m. Buyer shall be responsible for payroll for Buyer's employees commencing at 3:01 p.m. on the date of Closing. Seller will retain all revenue for the night preceding the Closing Date. Buyer will retain the revenue for the evening of the Closing Date and onward.

15. INDEMNIFICATION OF BUYER BY SELLER. Seller shall and hereby agrees to indemnify and hold Buyer harmless against and in respect of:

- (a) All debts, liabilities and obligations of Seller of any nature, whether accrued, absolute, contingent or known or unknown, associated with the business in any way which arise or occur prior to the Closing Date, unless specifically assumed by Buyer as part of this Agreement;
- (b) Any liability, loss, claim, damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer hereunder; and
- (c) All other actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to the foregoing including, without limitation, attorney fees and other out-of-pocket expenses.

16. INDEMNIFICATION OF SELLER BY BUYER. Buyer shall and hereby agree to indemnify and hold Seller harmless against and in respect of:

- (a) All debts, liabilities and obligations of Buyer of any nature, whether accrued, absolute, contingent or known or unknown, associated with the business in any way which arise or occur after the Closing Date;
- (b) Any liability, loss, claim, damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Seller hereunder; and
- (c) All other actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to the foregoing including, without limitation, attorney fees and other out-of-pocket expenses.

17. DEFAULT.

- (a) Default by Buyer. If Buyer fails to perform any of the covenants contained in this Agreement, except for the agreement to make the Earnest Money Deposit as provided in Section 3(a), and such failure remains uncorrected for ten (10) days after written notice is given by Seller to Buyer, or after the waiver of the contingencies or expiration of the Due Diligence Period, all earnest money paid pursuant to this Agreement shall be delivered to Seller, and retained by Seller, as the exclusive consideration for the execution of this Agreement, the removal of the hotel from the market, and as agreed and liquidated damages in full and complete settlement and satisfaction of all claims for damages. If Buyer fails to make the Earnest Money Deposit as provided in Section 3(a),

this Agreement shall be deemed automatically terminated without any notice required by Seller.

- (b) **Default by Seller.** If Seller fails to perform any of the covenants contained within this Agreement and such failure remains uncorrected for ten (10) days after written notice is given by Buyer to Seller, the earnest money paid by Buyer, at the option of Buyer, shall be returned to Buyer upon demand, and Buyer may pursue any other remedies available at law, to include specific performance.

18. WAIVER. The waiver by either party of a violation of or the failure by either party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any rights under this Agreement.

19. INTEGRATION. This Agreement represents the entire agreement and understanding between the parties and supersedes any prior oral or written agreements or representations between the parties; it may not be altered or amended except with an agreement, in writing, signed by both parties.

20. GOVERNING LAW. This Agreement has been made in and its validity, performance and effect, and any events resulting therefrom, shall be determined in accordance with the laws of Nebraska.

21. SEVERABILITY. If any term or covenant of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the full extent permitted by law. No waiver of the breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

22. COUNTERPARTS. This Agreement may be executed in duplicate counterparts, which of which, when executed and delivered, shall be deemed to be an original, and both of which together shall constitute one and the same instrument.

23. FACSIMILE DOCUMENTS. Reproductions of this Agreement or any other document related to this transaction which are transmitted by facsimile machine, computer, or other electronic means, and which contain signatures of one or more of the parties, shall be treated and relied upon by all parties and bind the parties with the same legal effect as the original document with an original signature. At the request of any party, any document transmitted by facsimile machine, computer, or other electronic means shall be re-executed by the parties in the original form. The transmission of any document and signature by facsimile machine, computer or other electronic means is not a defense to the enforcement of this Agreement or any amendment to this Agreement.

24. ATTORNEY FEES. In the event of any communication, negotiation, litigation or other process that is instituted by any party in order to interpret or enforce any term or condition of this Agreement, including the payment of money, and the matter is addressed or the money is collected, and the services of an attorney are utilized for the same, the prevailing party will be entitled to recover from the losing party or parties all attorney fees

and costs, including arbitration costs and fees and costs incurred through any appeal, collection or enforcement, incurred by the prevailing party.

25. BROKER. Seller and Buyer represent to each other that each has not dealt with any broker or intermediary other than CBRE, Inc. in connection with the transaction contemplated hereunder. If and only if the transaction contemplated herein closes, Seller will pay a real estate commission pursuant to a separate agreement between Seller and CBRE, Inc.

26. TIME OF THE ESSENCE. The timely performance of all covenants, obligations, conditions, and other requirements of this Agreement, is an essential part of this Agreement. If any time period specified in this Agreement expires on a Saturday, Sunday or weekday on which national banks are closed for business (holiday), then the specified time period shall be extended so as to expire at the end of the first business day following the Saturday, Sunday or holiday.

27. SURVIVAL OF WARRANTIES AND REPRESENTATIONS. The representations, warranties, covenants and indemnifications contained herein shall survive the closing of this Agreement without limitation.

28. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence of this Agreement.

29. NOTICES. All notices, payments, demands and requests required or permitted hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by Federal Express or other recognized next-day business couriers, or by fax and followed by hard copy, to the parties hereto at the following addresses:

IF TO SELLER: BST Hospitality, LLC
 Bill McDermid
 8246 Willow Lane
 Niwot, CO 80503
 bmcdermid@mcdhotels.com

 Charlie McDermid
 200 S Pattee St
 Missoula, MT 59802
 cmcdermid@mcdhotels.com

IF TO BUYER: Amandeep Singh
amandeepk2003@yahoo.com

Ray Batra
raybatra@icloud.com

Any party hereto may change its address for notice by giving notice of any such change of address in the manner set forth above.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective upon the last dated signature set forth below.

SELLER:

BST Hospitality, LLC

06/11/2024
Date

06/11/2024
Date

By Charles D. McDermid
Its MANAGING MEMBER

By William McDermid
Its Regional Manager

BUYER:

Amandeep Singh

6/10/2024
Date

By  9088882195DF438

SCHEDULE 1(a)

REAL PROPERTY

Legal

LT 11, BLK 1, QUINDT COMMERCIAL TRACTS

REPLAT

S-T-R: 24-22-55

SCHEDULE 2

LEASES/CONTRACTS

No leases

After Recording Return To: Missouri River Title, 11239 Chicago Circle, Omaha, NE 68154 (402) 333-1025

WARRANTY DEED

Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, "Grantor" herein, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Virk Hospitality Scottsbluff LLC, an Oregon limited liability company, "Grantee" herein, all of Grantor's right, title and interest in and to the following described real estate, as defined by Neb.Rev.Stat. §76-201 (hereinafter "Property"):

Lot 11, Block 1, Amended Plat of Quindt Commercial Tracts, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

To have and to hold the above described Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized in fee simple interest of said Property; that said Property is free and clear of all liens, encumbrances, reservations, and modification, excepting existing easements, covenants, encumbrances, reservations and exceptions of record, and the lien of 2024 real estate taxes due and payable in 2025; ; that Grantor has right and lawful authority to convey the Property; and that Grantor warrants and will defend the title to said Property against the lawful claims of all persons whomsoever.

Dated this 13th day of August, 2024.

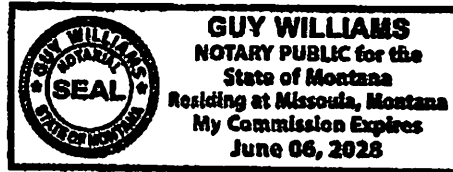
SCOTTSBLUFF HOSPITALITY, L.L.C., A NEBRASKA
LIMITED LIABILITY COMPANY

By: Charles D. McDermid
Charles D. McDermid, Managing Member

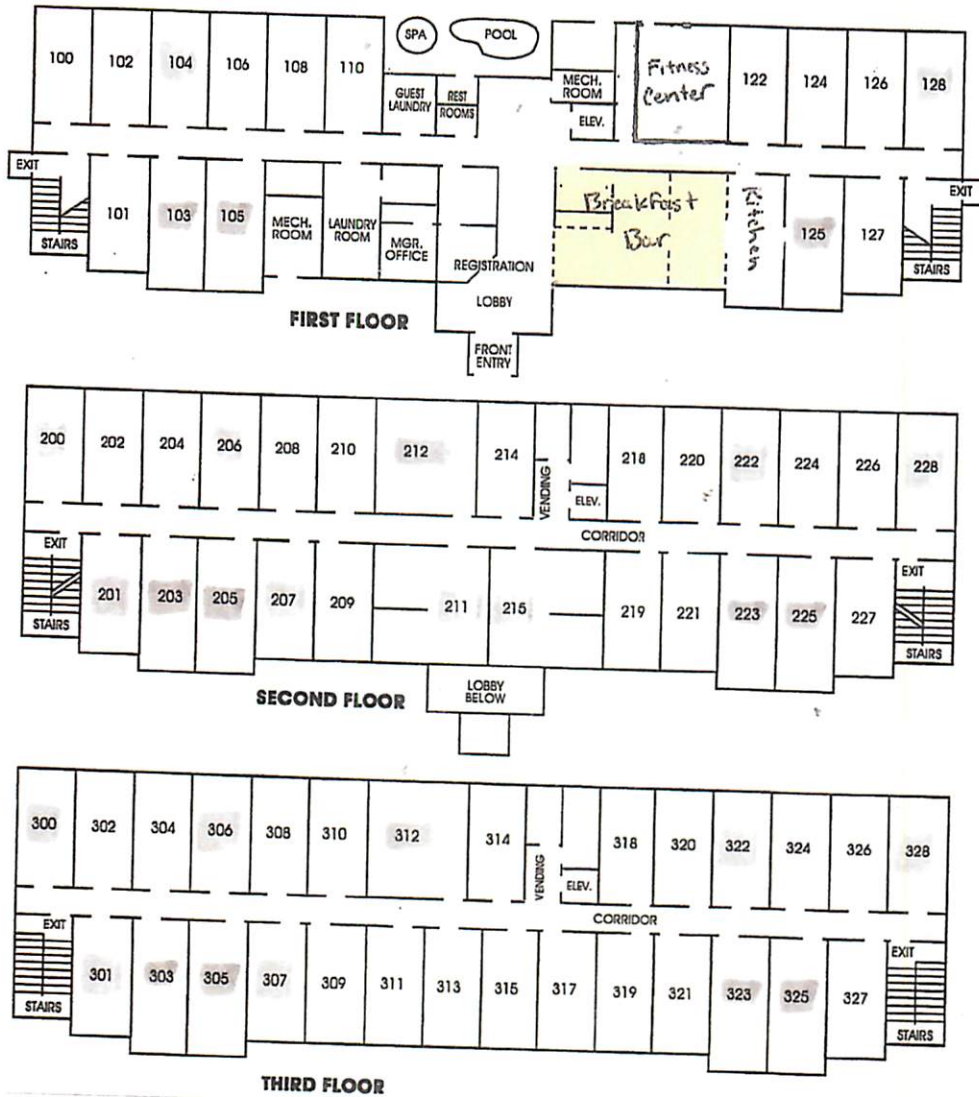
State of Nebraska)
) ss.
County of Douglas)

The foregoing Warranty Deed was acknowledged before me on this 12th day of August, 2024, by Charles D. McDermid, Managing Member of Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, as free and voluntary act and deed for and on behalf of said Company.

Guy Williams
Notary Public
My commission expires: 06/06/2028



Return to: Missouri River Title
 Virk Hospitality Scottsbluff LLC, an Oregon limited liability company



Highlighted Area Designated for Liquor License

Room Types

TQNN Standard Room: 2 Queen Beds (313 & 315 only rooms for hide a beds)

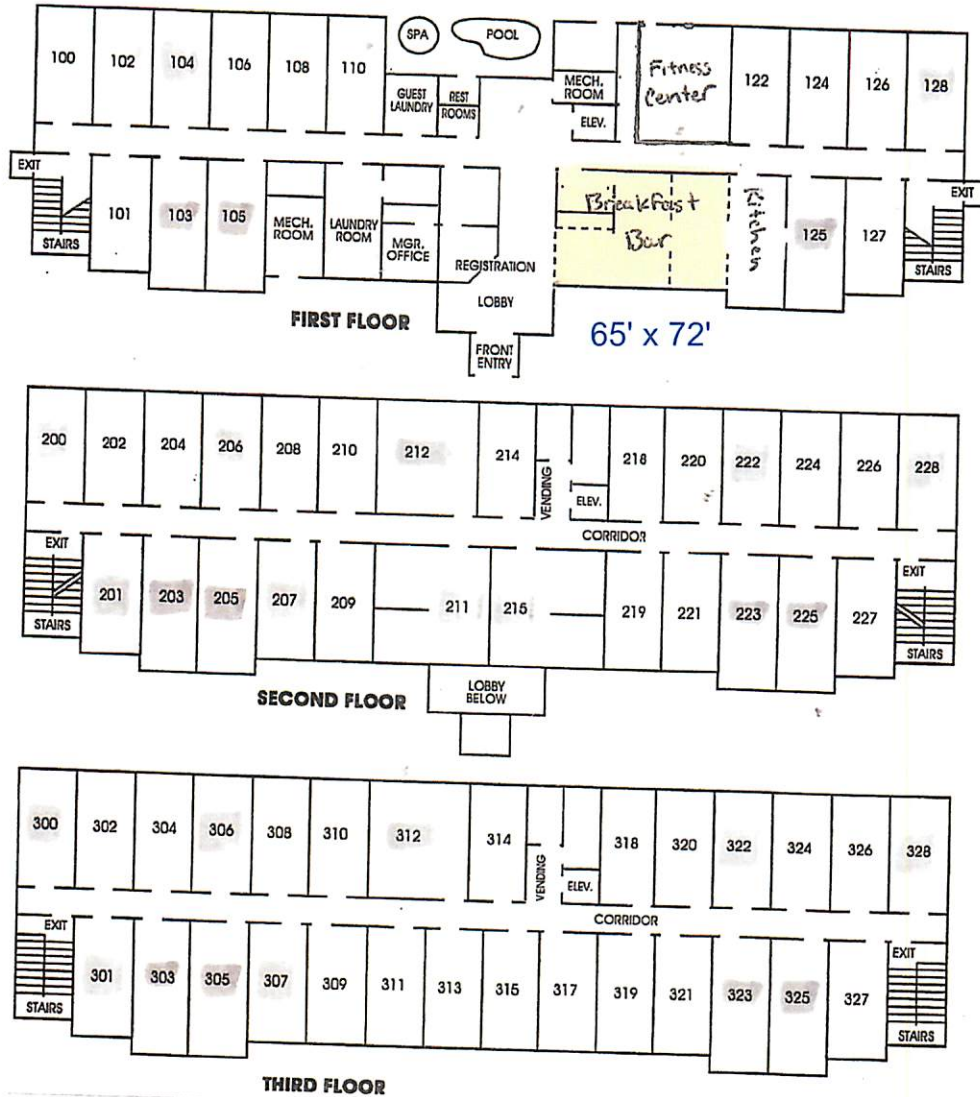
KNGN Standard Room: 1 King Bed

XSTN Junior Suite: 1 King Bed, Pullout Couch (slightly bigger than the KNGN)

XOTN Executive Suite: 1 King Bed, Large living room w/Pullout Couch, Master Bath

XFTN Family Suite: 2 Queen Beds, 1 King Bed, Pullout Couch in Living Room, Master Bath

KWCN Handicapped Accessible Room: 1 King Bed



Highlighted Area Designated for Liquor License

Room Types

TQNN Standard Room: 2 Queen Beds (313 & 315 only rooms for hide a beds)

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KWCN Handicapped Accessible Room: 1 King Bed

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): McDermid Management CO LLC

Name of applicant (buyer): Virk Hospitality Scottsbluff LLC

On this date 08/13/2024 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: Holiday Inn Express and Suites
(Name of business currently licensed)

Located at:
1821 Frontage Road Scottsbluff NE 69361
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: 08/14/2024
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

Charles D. McDermid CHARLES D. McDERMID
Signature of Seller Printed Name Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska. Liquor Control Commission for a period not to exceed 90 days.

[Signature] Amandeep Virk 09/10/2024
Signature of Buyer Printed Name Date

City of Scottsbluff, Nebraska
Wednesday, November 20, 2024
Regular Meeting

Item 7.a

**Nicole Green, manager applicant for Walgreens Co., 205 W. 27th Street,
Scottsbluff, NE.**

Staff Contact: Kimberley Wright



Application Copy

File Number: 50511

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2024-10-16
CURRENT MANAGER NAME VICKIE S MARTINEZ	CURRENT MANAGER EMAIL
NEW MANAGER NAME NICOLE GREEN	NEW MANAGER EMAIL MGR.07383@store.walgreens.com

QUESTIONS

Class D Beer, Wine, Spirits Off S

1. What is the premises manager's name?
Nicole Green
2. What is the manager's address?
205 W. 27th Street Scottsbluff, NE 69361 (business address)
Personal address: 1301 Avenue F Scottsbluff NE 69361
3. What is the manager's phone number?
308-635-3296 (business phone number)
Personal phone: 308-631-0421
4. What is the manager's email address? An email will be sent to them to obtain their personal information.
nicole.green@walgreens.com

5. What county is the manager registered to vote in?

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

Scotts Bluff County

6. Is the manager married?

Yes

Spouse Name: Anthony Green

Email: nlgreen09@yahoo.com

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

Has the new manager, 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

Yes

(document uploaded)

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

Yes

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

Yes

Training in selling alcohol

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	07383 Conviction 10.16.24.pdf	DUI CONVICTION

APPLICANT

Walgreen Co.

DECLARATION

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

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

City of Scottsbluff, Nebraska
Wednesday, November 20, 2024
Regular Meeting

Item 8.a

Chen's Express Mart – 405 W. 27th Street.

Staff Contact: Kimberley Wright