

MINUTE RECORD

A.2

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107798LD

LA VISTA CITY COUNCIL MEETING April 2, 2013

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on April 2, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Finance Director Lindberg, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Community Development Director Birch, Public Building and Grounds Director Archibald, Recreation Director Stopak, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on March 20, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and led the audience in the pledge of allegiance.

Mayor Kindig announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

Mayor Kindig made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

PROCLAMATION – BARBERSHOP HARMONY WEEK

Mayor Kindig proclaimed March 30 to April 6 2013 as Barbershop Harmony Week. Mayor Kindig presented the Proclamation to the Sarpy Serenaders who also performed.

PROCLAMATION – AUTISM AWARENESS MONTH

Mayor Kindig proclaimed April 2013 as Autism Awareness Month and presented the Proclamation to Peter, a young autistic resident.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM MARCH 19, 2013
3. APPROVAL OF THE MINUTES OF THE MARCH 14, 2013 LIBRARY ADVISORY BOARD MEETING
4. MONTHLY FINANCIAL REPORT – FEBRUARY 2013
5. PAY REQUEST – TAB CONSTRUCTION – PAVEMENT REPAIRS – HARRISON STREET MANHOLE COVERS - \$2,223.07
6. PAY REQUEST – SARPY COUNTY PUBLIC WORKS – PRELIMINARY ENGINEERING COST SHARE – 132ND AND GILES ROAD PROJECT - \$18,667.64
7. APPROVAL OF CLAIMS
8. RESOLUTION 13-026 – ADVERTISEMENT OF BIDS – 2013 STORM SEWER INLET REPAIRS

A AND L HYDRAULICS, maint.	607.87
ABRAHAMS KASLOW & CASSMAN, services	770
ACCENT DRYWALL, bld&grnds	85.76
ACTION BATTERIES, supplies	174.36
ALAMAR, apparel	669.5
ALL STAR PRO GOLF, supplies	331.96
ARAMARK, services	520.89
ASHBY, D., refund	200
ASPHALT & CONCRETE MATERIALS, maint.	127.5
ATLAS AWNING, maint.	75

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AVI SYSTEMS, training	2,534.00
BAKER & TAYLOR, books	2,550.34
BARONE SECURITY SYSTEMS, services	120
BCDM-BERINGER CIACCIO DENNELL, services	262.5
BEACON BUILDING, services	6,712.00
BLACK HILLS ENERGY, utilities	7,846.21
BLACK STRAP, maint.	4,199.86
BOLD OFFICE, services	4,886.00
BOMA/OMAHA, dues	20
BOUND TREE MEDICAL, supplies	220.14
BUILDERS SUPPLY, maint.	27.99
CARDMEMBER SERVICE, supplies	65
CARROT-TOP INDUSTRIES, supplies	348.32
CENTER POINT PUBLISHING, books	298.38
CENTURY LINK, utilities	1,212.48
CHASE AUTO REPAIR, maint.	830
CITY OF OMAHA, sewer	86,278.80
COMP CHOICE, services	526
COMPUTER SOLUTIONS, services	202.52
CONTROL MASTERS, bld&grnds	72.5
COULSON, C., services	100
COX, services	20.52
D & D COMM., equip	479
DELL, services	6,416.93
DIAMOND VOGEL, bld&grnds	200.45
DITCH WITCH, maint.	93.46
DXP ENTERPRISES, maint.	20.81
EDGEWEAR SCREEN PRINTING, services	411.5
ELLIOTT EQUIPMENT, maint.	437.21
EMBASSY SUITES HOTEL, services	7,346.50
EMERGENCY SERVICES, services	650
ENVIRO TECH SERVICES, maint.	5,221.16
EXCHANGE BANK, lease	925.55
FASTENAL COMPANY, maint.	7.98
FEDEX KINKO'S, printing	768.27
FELSBURG HOLT & ULLEVIG, services	923.66
FIREGUARD, equip.	70.94
FITZGERALD SCHORR BARMETTLER, services	28,174.70
FORT DEARBORN LIFE INS COMPANY	265.5
FORT DEARBORN LIFE INS COMPANY	1,023.00
GALE, books	47.23
GALLS, apparel	75.34
GOLEY, C., auto	100
GRAYBAR ELECTRIC, bld&grnds	192
GREAT WESTERN BANK, lending	250
HANEY SHOE STORE, apparel	120
HEARTLAND SERVICES, maint.	756.8
HELGET GAS, supplies	171.5
HUSKER MIDWEST PRINTING, printing	235.5
HY-VEE, supplies	496.82
KIMBALL MIDWEST, maint.	262.23
KINGHAM, M., services	40
KLINKER, M., services	200
KRIHA FLUID POWER, maint.	56.2
LA VISTA COMMUNITY FOUNDATION	75
LANDPORT, services	125
LAST MILE NETWORK CONSULTING	1,071.06
LAUGHLIN, KATHLEEN A, TRUSTEE	474
LEAGUE ASSN OF RISK MGMT	1,449.00
LIBRARY ADVANTAGE, media	300
LIBRARY IDEAS, supplies	11.5
LIFE ASSIST, services	362.04
LINCOLN NATIONAL LIFE INS CO	10,409.83

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MAPA, services	14,803.00
MATHESON TRI-GAS, supplies	45.4
MATT PARROTT/STOREY KENWORTHY, supplies	572.64
MENARDS, maint.	54.97
MAT, services	508
MCC, utilities	14,488.34
MUD, utilities	2,123.84
MID CON SYSTEMS, maint.	86.4
MIDWEST TAPE, media	76.47
MINITEX, supplies	190
NATIONAL ENTERTAINMENT, supplies	600
NATIONAL EVERYTHING WHOLESALE, supplies	621.06
NEBRASKA SALT & GRAIN, maint.	9,209.20
NUTS AND BOLTS INC., maint.	150.88
NWEA, training	450
OCLC, library	30.97
OFFICE DEPOT, supplies	711.03
OMAHA COMPOUND, supplies	116.61
OMAHA SLINGS INC., maint.	112.16
OMNI, maint.	76.29
O'REILLY AUTO., supplies	641.25
OVERHEAD DOOR, bld&grnds	312
PARAMOUNT, services	295.46
PAYFLEX, services	250
PERFORMANCE FORD, maint.	64.02
PETTY CASH	300
PETTY CASH	218.17
PFEIFER, V., auto	100
PITNEY BOWES, lease	204
PLAINS EQUIPMENT, maint.	515.97
PREMIER-MIDWEST BEVERAGE, supplies	416.1
QUALITY AUTO REPAIR & TOWING, services	79
QUALITY BRANDS OF OMAHA, supplies	552.4
RAINBOW GLASS & SUPPLY, maint.	24.95
REGAL AWARDS OF DISTINCTION, services	1,199.70
REPCO MARKETING, supplies	39.5
RETRIEVEX, services	156.94
ROY SR, R., travel	62
RUFFNER, J., travel	127
S.I.S. PAINT, equip.	20.7
SAPP BROS PETROLEUM, supplies	111.33
SARPY COUNTY COURTHOUSE, services	3,629.03
SEFFRON, R., travel	127
SEVENER, C., refund	200
SHRED-SAFE, services	30
SHRM, dues	180
SINNETT, H., supplies	40
SIRCHIE FINGER PRINT LABS, supplies	77.34
SMALL, B., travel	316
SMITH, M., auto	100
SOLBERG, C., travel	199.45
SPRINT, phone	119.97
SPRINT, phone	62.11
STATE STEEL, maint.	29.32
SUPERIOR SIGNALS, maint.	624.75
SUPERIOR VISION SVCS INC	399.76
SYMBOL ARTS, apparel	275
TALTY, J., refund	200
TED'S MOWER, equip.	160.2
TITLEIST, supplies	472.11
TORNADO WASH, services	395
TORREZ, T., refund	200

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TOTAL MARKETING, bld&grnds	42
UNIVERSITY OF VIRGINIA, training	3,150.00
USB SEWER EQUIPMENT CORP, equip.	1,190.00
USI EDUCATION/GOVT SALES, supplies	96.19
VAIL, A., auto	100
VAL VERDE ANIMAL HOSPITAL, services	26
VERIZON WIRELESS, phone	91.39
VERIZON WIRELESS, phone	202.42
VERIZON WIRELESS, phone	91.13
WAL-MART, supplies	659.13
WHITE CAP CONSTR, services	138.36

Councilmember Crawford made a motion to approve the consent agenda. Seconded by Councilmember Quick. Councilmember Hale reviewed the claims for this period and stated everything was in order. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten reported that he completed the National Academy on March 22 and joins Captain Barcal and Captain Pokorny as Graduates. Lausten reported that cleanup has begun at 6701 Harrison Street.

Fire Chief Uhl reported that \$10,600.00 was received from the EMA to cover costs of last year's disaster drill.

Library Director Barcal reported that two Metro Community College Work Study Students worked in the library for a total of 809 hours from October of 2012 to March of 2013, and that the cost savings in salary was \$7,500.00.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

At 7:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Citizen Advisory Review Committee – EDP Report. Lynda Shafer was present to answer any questions about the report.

At 7:15 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. RESOLUTION – AMEND STANDARD OPERATING POLICY – EMPLOYEE DRESS AND APPEARANCE GUIDELINES

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-027; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING CHANGES AND REVISIONS TO AN EXISTING STANDARD OPERATION POLICY.

WHEREAS, the City Council has determined that it is necessary and desirable to establish Standard Operation Policies as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Standard Operation Policy entitled Employee Dress and Appearance Guideline has been reviewed and revisions recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Standard Operation Policy entitled Employee Dress and Appearance Guideline, and do further hereby direct the distribution of said Standard Operation Policy to the appropriate City Departments.

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Seconded by Councilmember Thomas. Councilmembers voting aye: Gowan, Ronan, Thomas, Crawford, Quick, Hale, and Sell. Nays: Sheehan. Abstain: None. Absent: None. Motion carried.

D. RESOLUTION – APPROVE PLANS & SPECIFICATIONS AND AUTHORIZE PAPILLION – LA VISTA SCHOOL DISTRICT TO CONSTRUCT PUBLIC STORM SEWER EXTENSION

Councilmember Gowan introduced and moved for the adoption of Resolution No. 13-028; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF THE PLANS AND SPECIFICATIONS; AND AUTHORIZING THE PAPILLION-LA VISTA SCHOOL DISTRICT TO CONSTRUCT A PUBLIC STORM SEWER EXTENSION.

WHEREAS, the Papillion-La Vista School District is planning to perform expansions and modifications to the Parkview Height Elementary School which includes some driveway and parking lot modifications and desire to install an on-site storm sewer drainage system and in order to do this they need to extend the public storm sewer; and

WHEREAS, the public storm sewer will extend eastward in Granville Parkway from and existing storm sewer in Elm Drive and will become a public storm sewer for ownership and maintenance by the City after satisfactory construction; and

WHEREAS, the Papillion-La Vista School District has presented to City for approval plans and specifications to construct certain improvements; and

WHEREAS, said plans and specifications were prepared by E & A Consulting Group bearing a date of March 1, 2013 subject to a 2-year performance and maintenance bond being provided which includes the City as an obligee and the submittal of record drawings with a certificate of compliance prepared by E & A consulting Group; and

WHEREAS, The City Engineer has reviewed the plans and specifications and found them to be satisfactory; and

WHEREAS, The School District has submitted the necessary documents for a Post Construction Storm Water Management Plan related to this proposed construction work;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, does hereby authorize the approval of the plans and specifications; and authorizing the Papillion-La Vista School District to construct a public storm sewer extension.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

E. RESOLUTION – PURCHASE Z-TRAK MOWER

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-029; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) EXMARK LAZER ZS Z-TRAK MOWER FROM J & J SMALL ENGINES, BELLEVUE, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$9,261.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Exmark Lazer ZS Z-Trak mower is necessary; and

WHEREAS, the FY 2012/13 General Fund Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

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NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) Exmark Lazer ZS Z-Trak mower from J & J Small Engines, Bellevue, Nebraska, in an amount not to exceed \$9,261.00

Seconded by Councilmember Hale. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Crawford made a motion to move Comments from the Floor up on the agenda ahead of Item F Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

F. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; LITIGATION

At 7:18 p.m. Councilmember Crawford made a motion to go into executive session for the protection of the public interest for contract negotiations and litigation.

Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:07p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan requested to receive the dates of strategic retreats and budget meetings at the first of the year.

Councilmember Sell attended the Korean War memorial service at the American Legion in Papillion.

Councilmember Crawford reported that the Easter Egg hunt was a success and stated that staff members Karlson and Lukasiewicz did a great job setting up.

Mayor Kindig stated that a lunch would be held on April 9, 2013 with Senators regarding restrictions on taxes.

At 8:12 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the six months ended March 31, 2013

50% of the Fiscal Year

REVENUES	General Fund					Debt Service Fund					Capital Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over/(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over/(under) Budget	Budget	MTD Actual	YTD Actual	Over/(under) Budget		
	\$	\$	\$	\$	%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Property Taxes	\$ 5,595,836	\$ 177,320	\$ 640,663	\$ (4,955,173)	11%	\$ 637,325	\$ 28,425	\$ 68,075	\$ (569,250)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	2,033,982	192,174	2,293,135	259,153	113%	1,016,991	96,087	1,146,566	129,575	-	-	-	-	-	-
Payments in Lieu of taxes	185,000	-	0	(185,000)	0%	-	-	-	-	-	-	-	-	-	-
State revenue	1,073,300	116,917	656,218	(417,082)	61%	-	-	-	-	-	-	-	-	-	-
Occupation and franchise taxes	750,000	13,597	405,020	(344,980)	54%	-	-	-	-	-	-	-	-	-	-
Hotel Occupation Tax	684,682	56,510	336,399	(348,283)	49%	-	-	-	-	-	-	-	-	-	-
Licenses and permits	418,750	16,854	193,249	(225,501)	46%	-	-	-	-	-	-	-	-	-	-
Interest income	10,000	2,849	7,650	(2,350)	76%	20,000	474	2,907	(17,093)	-	-	-	-	-	-
Recreation fees	124,000	16,296	69,857	(54,143)	56%	-	-	-	-	-	-	-	-	-	-
Special Services	24,590	1,946	11,003	(13,587)	45%	-	-	-	-	-	-	-	-	-	-
Grant Income	179,665	90,361	173,415	(6,250)	97%	-	-	-	-	547,860	-	-	-	-	(547,860)
Other	801,348	39,368	140,400	(660,948)	18%	993,450	-	71,732	(921,718)	170,807	15,588	518,386	-	347,579	
Total Revenues	11,881,153	724,191	4,927,008	(6,954,144)	41%	2,667,766	124,986	1,289,280	(1,378,486)	718,667	15,588	518,386	(200,281)		
EXPENDITURES															
Current:															
Mayor and Council	176,706	8,755	41,535	(135,171)	24%	-	-	-	-	-	-	-	-	-	-
Boards & Commissions	12,350	1,036	3,079	(9,271)	25%	-	-	-	-	-	-	-	-	-	-
Public Buildings & Grounds	562,487	42,935	206,077	(356,410)	37%	-	-	-	-	-	-	-	-	-	-
Administration	836,777	77,725	373,002	(463,776)	45%	90,000	164	6,211	(83,789)	-	-	-	-	-	-
Police and Animal Control	3,989,138	456,230	1,878,320	(2,110,818)	47%	-	-	-	-	-	-	-	-	-	-
Fire	567,219	41,908	213,272	(353,947)	38%	-	-	-	-	-	-	-	-	-	-
Community Development	673,722	51,564	253,115	(420,607)	38%	-	-	-	-	-	-	-	-	-	-
Public Works	3,204,843	316,619	1,354,233	(1,850,610)	42%	-	-	-	-	-	-	-	-	-	-
Recreation	659,488	59,388	236,751	(422,737)	36%	-	-	-	-	-	-	-	-	-	-
Library	679,093	70,164	294,872	(384,221)	43%	-	-	-	-	-	-	-	-	-	-
Human Resources	454,611	9,599	368,842	(85,769)	81%	-	-	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	93,684	7,475	32,269	(61,415)	34%	-	-	-	-	-	-	-	-	-	-
Capital outlay	215,500	-	0	(215,500)	0%	-	-	-	-	-	-	-	-	1,981,084	15,588
Debt service: (Warrants)	-	-	-	-	-	2,565,000	215,000	2,540,174	(24,826)	-	-	-	-	-	-
Principal	-	-	-	-	-	803,307	41,621	416,161	(387,146)	-	-	-	-	-	-
Interest	-	-	-	-	-	3,458,307	256,784	2,962,545	(495,761)	1,981,084	15,588	518,386	(1,462,698)		
Total Expenditures	12,125,618	1,143,397	5,255,366	(6,870,252)	43%										
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(244,465)	(419,205)	(328,357)	83,892	134%	(790,541)	(131,799)	(1,673,266)	882,724	(1,262,417)					(1,262,417)
OTHER FINANCING SOURCES (USES)															
Operating transfers in (out)	(1,237,630)	-	-	1,237,630	-	(109,369)	-	-	109,369	1,262,417	-	-	-	-	(1,262,417)
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other Financing Sources (Uses)	(1,237,630)	-	-	1,237,630	-	(109,369)	-	-	109,369	1,262,417	-	-	-	-	(1,262,417)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (1,482,095)	\$ (419,205)	\$ (328,357)	\$ (1,153,738)		\$ (899,910)	\$ (131,799)	\$ (1,673,266)	\$ 773,356	\$ -	\$ -	\$ -	\$ -	\$ 660,518	
FUND BALANCE, beginning of the year															
						5,392,485			5,162,786						660,518
FUND BALANCES, END OF PERIOD						\$ 5,064,128			\$ 3,489,520						\$ 660,518

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CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS

BUDGET AND ACTUAL
For the six months ended March 31, 2013
50% of the Fiscal Year

	Sewer Fund						Golf Course Fund					
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used		
REVENUES												
User fees	\$ 2,395,988	\$ 198,778	\$ 1,202,732	\$ (1,193,256)	50%	\$ 183,000	\$ 2,232	\$ 22,443	\$ (160,557)	12%		
Service charge and hook-up fees	125,000	3,300	43,022	(81,978)	34%							
Merchandise sales	-	-	-	-	-	34,400	158	3,591	(30,809)	10%		
Grant	-	-	24,082	24,082	n/a	-	-	-	-	-		
Miscellaneous	200	36	620	420	310%	300	2	91	-	30%		
Total Revenues	2,521,188	202,114	1,270,456	(1,250,732)	50%	217,700	2,392	26,125	(191,366)	12%		
EXPENDITURES												
General Administrative	489,982	47,851	227,667	(262,315)	46%	-	-	-	-	-		
Cost of merchandise sold	-	-	-	-	-	29,704	-	2,817	(26,887)	9%		
Maintenance	2,088,906	81,778	628,044	(1,460,862)	30%	163,461	14,247	61,346	(102,115)	38%		
Production and distribution	-	-	-	-	-	148,840	11,935	57,484	(91,356)	39%		
Capital Outlay	40,000	-	-	(40,000)	0%	14,000	-	-	(14,000)	0%		
Debt Service:												
Principal	-	-	-	-	-	120,000	-	120,000	-	100%		
Interest	-	-	-	-	-	10,083	-	6,676	(3,407)	66%		
Total Expenditures	2,618,888	129,629	855,711	(1,763,177)	33%	486,088	26,181	248,322	(237,766)	51%		
OPERATING INCOME (LOSS)	(97,700)	72,485	414,745	(512,445)	-	(268,388)	(23,790)	(222,198)	46,400	-		
NON-OPERATING REVENUE (EXPENSE)												
Interest income	5,000	110	1,270	(3,730)	25%	25	2	68	43	273%		
	5,000	110	1,270	(3,730)	25%	25	2	68	43	273%		
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(92,700)	72,595	416,015	(508,715)	-	(268,363)	(23,788)	(222,129)	46,234	-		
OTHER FINANCING SOURCES (USES)												
Operating transfers in (out)	-	-	-	-	-	265,000	-	-	(265,000)	0%		
NET INCOME (LOSS)	\$ (92,700)	\$ 72,595	\$ 416,015	\$ (508,715)	-	\$ (3,363)	\$ (23,788)	\$ (222,129)	\$ 218,766	-		
NET ASSETS, Beginning of the year			5,719,344						357,613			
NET ASSETS, End of the year			\$ 6,135,359						\$ 135,484			

Invoice

A.4



**FELSBURG
HOLT &
ULLEVIG**

connecting and enhancing communities

Mail Payments to:
PO Box 911704
Denver, CO 80291-1704
303.721.1440 • 303.721.0832 fax

February 15, 2013
Project No: 112094-01
Invoice No: 8945

Mr. John Kottmann, PE
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Project 112094-01 Giles Road Signal Coordination
Project Number MAPA 5129(1)
Control Number 22485
Maximum Fixed Fee \$1,168.97

Professional Services for the Period: January 01, 2013 to January 31, 2013

Phase 04 Final Design

Professional Personnel

	Hours	Rate	Amount
Engineer III Meisinger, Mark	7.50	36.30	272.25
Engineer I Denney, Adam	14.00	24.04	336.56
Labor	21.50		608.81
Total Labor	2.5521 times		608.81
			1,563.74

Fixed Fee

13% Fixed Fee	13.00 % of 1,563.74	201.99
Total Fixed Fee		201.99
		201.99

Phase Sub-Total **\$1,765.73**

Phase 05 PM & QC

Professional Personnel

	Hours	Rate	Amount
Administrative Strub, Mary	.25	19.50	4.88
Labor	.25		4.88
Total Labor	2.5521 times		4.88
			12.45

Fixed Fee

13% Fixed Fee	13.00 % of 12.45	1.62
Total Fixed Fee		1.62
		1.62

Phase Sub-Total **\$14.07**

Phase ODC Other Direct Costs

In-House Units

B&W Printing	3.0 B&W Prints @ 0.08	.24
Color Printing	7.0 Prints @ 0.19	1.33
Plotting Materials	185.47 SF @ 0.24	44.51
Total In-House		46.08
		46.08

Phase Sub-Total **\$46.08**

Project	112094-01	Giles Road Signal Coordination	Invoice	8945
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TOTAL AMOUNT DUE

\$1,815.88

Billed-To-Date Summary

	Current	Prior	Total	
Labor	1,566.19	6,848.67	8,414.86	O.K. to pay
Expense	0.00	19.43	19.43	05.71.0856.02
In-House	46.08	46.83	92.91	
Fixed Fee	203.61	890.31	1,093.92	Locally funded,
Totals	1,815.88	7,805.24	9,621.12	no federal aid

Invoice is due upon receipt.

for PE services

Project Manager Mark Meisinger

JK

3-1-2013

4/16/13
Consent

Invoice is due upon receipt.

APCHCKRP Fri Apr 12, 2013 12:48 PM
02.05.13

**** City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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1 Bank of Nebraska (600-873)

46226 Payroll Checks
Thru 46227

46228 Gap in Checks
Thru 110597

110598	4/03/2013	435 AFL, LLC	26,856.00	**MANUAL**
110599	4/03/2013	3604 SARPY COUNTY PUBLIC WORKS	18,667.64	**MANUAL**
110600	4/03/2013	3511 TAB HOLDING COMPANY INC	2,223.07	**MANUAL**
110601	4/11/2013	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	474.00	**MANUAL**
110602	4/16/2013	2275 A AND L HYDRAULICS INC	240.76	
110603	4/16/2013	4298 AAT (US) INC	1,445.00	
110604	4/16/2013	4638 ACCURATE TOOL & DIE	165.00	
110605	4/16/2013	3122 AKSARBEN PLUMBING	38.00	
110606	4/16/2013	571 ALAMAR UNIFORMS	417.48	
110607	4/16/2013	536 ARAMARK UNIFORM SERVICES INC	497.47	
110608	4/16/2013	188 ASPHALT & CONCRETE MATERIALS	312.50	
110609	4/16/2013	3754 AUSTIN PETERS GROUP INC	1,200.00	
110610	4/16/2013	201 BAKER & TAYLOR BOOKS	315.69	
110611	4/16/2013	2554 BARCAL, ROSE	38.82	
110612	4/16/2013	4727 BEAUDIN, CODY	264.00	
110613	4/16/2013	4092 BIBLIONIX LLC	3,850.00	
110614	4/16/2013	4350 BIERBRAUER, ANDREAS	203.00	
110615	4/16/2013	3318 BIG RIG TRUCK ACCESSORIES INC	551.50	
110616	4/16/2013	196 BLACK HILLS ENERGY	1,729.51	
110617	4/16/2013	4494 BRIDGESTONE GOLF INC	867.67	
110618	4/16/2013	76 BUILDERS SUPPLY CO INC	525.24	
110619	4/16/2013	1383 BUILDING OWNERS AND MANAGERS	20.00	
110620	4/16/2013	2958 CALLAWAY GOLF COMPANY	436.50	
110621	4/16/2013	1294 CAPSTONE	2,551.51	
110622	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
110623	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
110624	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
110625	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
110626	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
110627	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
110628	4/16/2013	2625 CARDMEMBER SERVICE-ELAN	12,436.39	
110629	4/16/2013	219 CENTURY LINK	49.64	
110630	4/16/2013	4847 CHARLESWORTH & ASSOCS LLC	3,915.00	
110631	4/16/2013	244 CHILD'S WORLD INCORPORATED	94.75	
110632	4/16/2013	152 CITY OF OMAHA	79,453.07	
110633	4/16/2013	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
110634	4/16/2013	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
110635	4/16/2013	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
110636	4/16/2013	83 CJ'S HOME CENTER	592.06	
110637	4/16/2013	3126 COCA-COLA BOTTLING COMPANY	1,880.21	
110638	4/16/2013	468 CONTROL MASTERS INCORPORATED	477.28	
110639	4/16/2013	836 CORNHUSKER INTL TRUCKS INC	94.29	
110640	4/16/2013	2158 COX COMMUNICATIONS	67.15	

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02.05.13

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City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

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110641	4/16/2013	3295 DAYMARK SOLUTIONS	240.00
110642	4/16/2013	1432 DEETER FOUNDRY INCORPORATED	792.00
110643	4/16/2013	4076 DIGITAL ALLY INCORPORATED	100.00
110644	4/16/2013	3334 EDGEWEAR SCREEN PRINTING	2,397.00
110645	4/16/2013	4696 ELBERT, ADAM JAMES	264.00
110646	4/16/2013	4843 EMPORIA PUBLIC LIBRARY	23.95
110647	4/16/2013	3251 ENSLOW PUBLISHERS INC	118.47
110648	4/16/2013	1219 ENTERPRISE LOCKSMITHS INC	65.00
110649	4/16/2013	3310 FBINAA-FBI NATL ACAD ASSOCS	100.00
110650	4/16/2013	1245 FILTER CARE	41.00
110651	4/16/2013	1344 GALE	71.22
110652	4/16/2013	4644 GARROD, MANDY	106.22
110653	4/16/2013	53 GCR TIRE CENTERS	36.03
110654	4/16/2013	966 GENUINE PARTS COMPANY-OMAHA	.00
110655	4/16/2013	966 GENUINE PARTS COMPANY-OMAHA	.00
110656	4/16/2013	966 GENUINE PARTS COMPANY-OMAHA	1,255.28
110657	4/16/2013	164 GRAINGER	120.77
110658	4/16/2013	285 GRAYBAR ELECTRIC COMPANY INC	128.52
110659	4/16/2013	4222 GREAT PLAINS GFOA	325.00
110660	4/16/2013	2224 FRED PETERSON	130.00
110661	4/16/2013	1044 H & H CHEVROLET LLC	121.79
110662	4/16/2013	426 HANEY SHOE STORE	111.95
110663	4/16/2013	3657 HEARTLAND PAPER	65.00
110664	4/16/2013	4178 HERITAGE CRYSTAL CLEAN LLC	525.30
110665	4/16/2013	892 HONEYMAN RENT-ALL #1	388.94
110666	4/16/2013	2322 INDUSTRIAL SALES COMPANY INC	200.00
110667	4/16/2013	162 INLAND TRUCK PARTS	3,145.25
110668	4/16/2013	3646 INTERNATIONAL CODE COUNCIL INC	251.00
110669	4/16/2013	1895 JACIK, TOM	150.00
110670	4/16/2013	100 JOHNSTONE SUPPLY CO	21.76
110671	4/16/2013	2394 KRIHA FLUID POWER CO INC	29.46
110672	4/16/2013	1241 LEAGUE ASSN OF RISK MGMT	513.00
110673	4/16/2013	787 LERNER PUBLISHING GROUP	285.19
110674	4/16/2013	4784 LIBRARY IDEAS LLC	10.50
110675	4/16/2013	2664 LOU'S SPORTING GOODS	270.00
110676	4/16/2013	544 MAPA-METRO AREA PLANNING AGNCY	75.00
110677	4/16/2013	877 MATHESON TRI-GAS INC	166.38
110678	4/16/2013	4848 MCGARVEY, NICHOLE	45.00
110679	4/16/2013	98 MICHAEL TODD AND COMPANY INC	825.35
110680	4/16/2013	640 MID CONTINENT SAFETY LLC	80.00
110681	4/16/2013	3921 MID-STATES UTILITY TRAILER	451.50
110682	4/16/2013	2299 MIDWEST TAPE	74.98
110683	4/16/2013	1046 MIDWEST TURF & IRRIGATION	157.51
110684	4/16/2013	2683 MLB LOGISTICS	455.01
110685	4/16/2013	1028 NATIONAL EVERYTHING WHOLESALE	1,603.57
110686	4/16/2013	3352 NE DEPT OF LABOR-WORKFORCE DEV	100.00
110687	4/16/2013	3350 NEBRASKA IOWA SUPPLY	17,650.48
110688	4/16/2013	3303 NEBRASKA WELDING LTD	33.69
110689	4/16/2013	653 NEUMAN EQUIPMENT COMPANY	64.77
110690	4/16/2013	4835 NEWCO TRUCK PARTS INC	4,747.50
110691	4/16/2013	3973 NIKE USA INC	668.37
110692	4/16/2013	440 NMC EXCHANGE LLC	2,700.00
110693	4/16/2013	1831 O'REILLY AUTOMOTIVE STORES INC	29.44

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110694	4/16/2013	1808 OCLC INC	27.42	
110695	4/16/2013	1014 OFFICE DEPOT INC	.00	**CLEARED** **VOIDED**
110696	4/16/2013	1014 OFFICE DEPOT INC	.00	**CLEARED** **VOIDED**
110697	4/16/2013	1014 OFFICE DEPOT INC	.00	**CLEARED** **VOIDED**
110698	4/16/2013	1014 OFFICE DEPOT INC	1,923.98	
110699	4/16/2013	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED** **VOIDED**
110700	4/16/2013	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED** **VOIDED**
110701	4/16/2013	195 OMAHA PUBLIC POWER DISTRICT	44,144.83	
110702	4/16/2013	195 OMAHA PUBLIC POWER DISTRICT	3,028.17	
110703	4/16/2013	4349 OMAHA TACTICAL LLC	29.00	
110704	4/16/2013	319 OMAHA WINNELSON	35.00	
110705	4/16/2013	46 OMAHA WORLD HERALD COMPANY	241.90	
110706	4/16/2013	109 OMNIGRAPHICS INC	81.85	
110707	4/16/2013	4514 ON THE SPOT PRODUCTIONS	8,076.00	
110708	4/16/2013	1178 OVERHEAD DOOR COMPANY OF OMAHA	400.00	
110709	4/16/2013	3039 PAPILLION SANITATION	1,235.19	
110710	4/16/2013	2686 PARAMOUNT LINEN & UNIFORM	315.96	
110711	4/16/2013	4037 PERFORMANCE FORD	37.11	
110712	4/16/2013	1821 PETTY CASH-PAM BUETHE	203.55	
110713	4/16/2013	4543 PHOENIX POOLS & WATERFALLS INC	25.00	
110714	4/16/2013	1784 PLAINS EQUIPMENT GROUP	3,279.26	
110715	4/16/2013	58 RAINBOW GLASS & SUPPLY	128.37	
110716	4/16/2013	1121 RALSTON ADVERTISING	537.00	
110717	4/16/2013	487 SAPP BROS PETROLEUM INC	.00	**CLEARED** **VOIDED**
110718	4/16/2013	487 SAPP BROS PETROLEUM INC	10,975.65	
110719	4/16/2013	738 SIGN IT	470.00	
110720	4/16/2013	115 SIRCHIE FINGER PRINT LABS	188.04	
110721	4/16/2013	4844 SNELLING, MELISSA	15.00	
110722	4/16/2013	3577 STATE TROOPERS ASSN OF NEBR	100.00	
110723	4/16/2013	4849 STENGEL, JOHN	55.00	
110724	4/16/2013	47 SUBURBAN NEWSPAPERS INC	46.00	
110725	4/16/2013	4601 TIGHTON FASTENER & SUPPLY INC	212.98	
110726	4/16/2013	4179 TITAN MACHINERY	299.17	
110727	4/16/2013	2993 TITLEIST	471.59	
110728	4/16/2013	176 TURFWERKS	402.24	
110729	4/16/2013	4167 UNIVERSITY OF VIRGINIA	350.00	
110730	4/16/2013	4800 USBORNE BOOKS & MORE	346.43	
110731	4/16/2013	809 VERIZON WIRELESS	443.97	
110732	4/16/2013	78 WASTE MANAGEMENT NEBRASKA	257.89	
110733	4/16/2013	968 WICK'S STERLING TRUCKS INC	1,291.25	

108501 Payroll Checks

Thru 123801

BANK TOTAL	284,957.15
OUTSTANDING	284,957.15
CLEARED	.00
VOIDED	.00

FUND	TOTAL
01 GENERAL FUND	157,253.14
02 SEWER FUND	86,185.38

OUTSTANDING	CLEARED	VOIDED
157,253.14	.00	.00
86,185.38	.00	.00

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City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

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05	CONSTRUCTION			18,847.60	18,847.60	.00	.00
08	LOTTERY FUND			12,534.85	12,534.85	.00	.00
09	GOLF COURSE FUND			8,557.81	8,557.81	.00	.00
15	OFF-STREET PARKING			1,578.37	1,578.37	.00	.00

REPORT TOTAL 284,957.15

OUTSTANDING 284,957.15

CLEARED .00

VOIDED .00

+ Gross Payroll 4-12-13 257,461.60

GRAND TOTAL \$542,418.75

APPROVED BY COUNCIL MEMBERS 4-16-13

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA**

Subject:	Type:	Submitted By:
ANNEXATION — SID # 195 (MAYFAIR), ◆ RESOLUTION MISC. LOTS #1 (MAYFAIR NON-SID LOTS), ORDINANCE I-80 BUSINESS PARK 2 ND ADDITION, RECEIVE/FILE MISC. LOTS #2 & ADJOINING STREET ROW's		ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared stating that the City of La Vista is considering the annexation of the following property:

(1) SID # 195

- Mayfair: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 98, 99, 100, 101, 102, 103 and 104
- Mayfair Replat One: Lots 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132 and 133
- Mayfair 2nd Addition: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118
- Mayfair 2nd Addition, Replat One: Lots 1, 2, 3, 4A and 11A
- Mayfair 2nd Addition, Replat Two: Lot 9A
- Mayfair 2nd Addition, Replat Three: Lot 2
- Mayfair 2nd Addition, Replat Four: Lot 1
- Mayfair 2nd Addition, Replat Five: Lots 1 and 2
- Mayfair 2nd Addition, Replat Six: Lots 1 and 2

(2) Miscellaneous Lots #1

- Mayfair: Outlot A
- Mayfair 2nd Addition: Lot 21

(3) I-80 Business Park – 2nd Addition

- I-80 Business Park, 2nd Addition: Lots 1 and 2
- Tax Lots 17 and 18 (NW ¼ of Section 17-14N-12E)

(4) Miscellaneous Lots #2

- Tax Lots 11 and 15 (NW ¼ of Section 17-14N-12E)
- Former UPRR ROW (Pts. Of NW ¼ of Section 17-14N-12E and NE ¼ of Section 18-14N-12E)

(5) And Any Adjoining Street Rights-of-Way

FISCAL IMPACT

	<u>Assessed Valuation</u>	<u>Net Debt</u>
SID #195 - Mayfair	\$ 43,350,273	\$ 1,460,000
Miscellaneous Lots #1	\$ 295,009	\$ ---
I-80 Business Park – 2 nd Add.	\$ 378,738	\$ ---
Miscellaneous Lots #2	\$ 78,035	\$ ---

Additional detail can be found in the annexation plan.

RECOMMENDATION

Approval.

BACKGROUND

On March 5, 2013, the Council adopted an amendment to Chapter 9 of the Comprehensive Plan, which provides a detailed annexation plan. The areas proposed for annexation are identified within the plan, on the SID Summary spreadsheet, as areas 2, 2a, 2b, and 2c.

A detailed annexation plan has been prepared and is attached for your review. With the adoption of the resolution, the proposed public hearing dates to consider this annexation are scheduled for the Planning Commission on May 9, 2013, and City Council on June 4, 2013.

The City Clerk and planning staff will be mailing notices of the Planning Commission public hearing to utility companies, the SID Clerks, fire districts, school districts, and owners of the property within the area proposed for annexation according to statutory requirements and the City's Annexation Plan.

The following areas being considered for annexation are comprised of the following:

- SID #195 (Mayfair) — 194 developed single family lots, 1 developed quasi-public lot (church), 7 developed commercial lots, 7 vacant lots. Estimated population is 537.
- Miscellaneous Lots #1 — 1 developed single family lot, 1 outlot. Estimated population is 3.
- I-80 Business Park 2nd Addition — 1 developed industrial lot and 3 undeveloped industrial lots. Estimated population is 0.
- Miscellaneous Lots #2 — 2 undeveloped lots and former UPRR ROW. Estimated population is 0
- Any adjoining street rights-of-way.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA STATING THAT THE CITY OF LA VISTA IS CONSIDERING THE ANNEXATION OF SID NO. 195, MAYFAIR, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA; OUTLOT A, MAYFAIR, AND LOT 21, MAYFAIR 2ND ADDITION, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA; LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2ND ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA; TAX LOTS 17 AND 18 LOCATED IN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; TAX LOTS 11 AND 15 LOCATED IN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; FORMER UPRR ROW IN THE NW ¼ OF SECTION 17, T14N, R12E AND THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY; DESCRIBING BOUNDARIES OF THE LAND PROPOSED FOR ANNEXATION; APPROVING AND ADOPTING A PLAN FOR EXTENDING CITY SERVICES TO THE LAND PROPOSED FOR ANNEXATION, AND MAKING THE PLAN AVAILABLE FOR INSPECTION; PROVIDING FOR A PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH HEARING AND OF THE MAP DRAWN TO SCALE DELINEATING THE LAND PROPOSED FOR ANNEXATION; AND PROVIDING FOR NOTICE TO UTILITY COMPANIES, SID CLERKS, FIRE DISTRICTS, AND LANDOWNERS OF THE PROPERTY WITHIN THE PROPOSED AREA, AND PROVIDING FOR THE DELIVERY OF A COPY OF THIS RESOLUTION TO ANY SCHOOL DISTRICT WITHIN THE AREA PROPOSED TO BE ANNEXED, AND TO THE PLANNING COMMISSION FOR RECOMMENDATION.

WHEREAS, the City of La Vista desires to annex certain land, and

WHEREAS, the Nebraska Revised Statutes, Section 16-117 requires the City Council to adopt a resolution stating that the City is considering the annexation of land and a plan for extension of City services to said land.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista, Nebraska as follows:

1. The City of La Vista is considering the annexation of SID No. 195, Mayfair, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; Outlot A, Mayfair, and Lot 21, Mayfair 2ND Addition, subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska; Lots 1 and 2, I-80 Industrial Park 2ND Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; Tax Lots 17 and 18 located in the NW ¼ of Section 17, T14N, R12E of the 6TH P.M., Sarpy County, Nebraska; Tax Lots 11 and 15 located in the NW ¼ of Section 17, T14N, R12E of the 6TH P.M., Sarpy County, Nebraska; and the former UPRR right-of-way in the NW ¼ of Section 17, T14N, R12E and the NE ¼ of Section 18, T14N, R12E of the 6TH P.M., Sarpy County, Nebraska; and portions of any adjoining street right-of-way; describing boundaries of the land proposed for annexation, more particularly described as follows:

LOTS 3 THRU 47, INCLUSIVE, AND LOTS 98 THRU 104, INCLUSIVE, MAYFAIR, A

SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID MAYFAIR;

TOGETHER WITH LOTS 106 THRU 133, INCLUSIVE, MAYFAIR REPLAT ONE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID MAYFAIR REPLAT ONE;

TOGETHER WITH LOTS 1 THRU 20, INCLUSIVE, LOTS 22 THRU 115, INCLUSIVE, AND LOT 118, MAYFAIR 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID MAYFAIR 2ND ADDITION;

TOGETHER WITH LOTS 1, 2, 3, 4A AND 11A, MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID MAYFAIR 2ND ADDITION REPLAT ONE;

TOGETHER WITH LOT 9A, MAYFAIR 2ND ADDITION REPLAT TWO, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH LOT 1, MAYFAIR 2ND ADDITION REPLAT FOUR, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH LOTS 1 AND 2, MAYFAIR 2ND ADDITION REPLAT FIVE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH LOTS 1 AND 2, MAYFAIR 2ND ADDITION REPLAT SIX, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH LOT 21, MAYFAIR 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH OUTLOT "A", MAYFAIR, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOTS 17 AND 18, LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;
TOGETHER WITH PART OF THE NE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH THE PUBLIC STREETS LYING WITHIN THAT PART OF THE NW 1/4 OF SAID SECTION 17 AND WITHIN THAT PART OF NE 1/4 OF SAID SECTION 18;

TOGETHER WITH TAX LOTS 11 AND 15 LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH FORMER UPRR RIGHT-OF-WAY BEING PART OF THE NW 1/4 OF SAID SECTION 17 AND PART OF THE NE 1/4 OF 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, NEBRASKA.

2. That the plan of the City for the extension of City services to the above land proposed for annexation, as presented at this meeting, and incorporated herein by this reference, be and the same hereby is, adopted and approved, subject to any changes by the City Council after public hearings on the proposed annexation and recommendations from the Planning Commission, and is available for inspection during regular business hours in the office of the City Clerk, located at 8116 Park View Boulevard, La Vista, Nebraska.
3. That a public hearing on the proposed annexation at which the City Council shall receive testimony from any interested persons shall be held on the 4th day of June, 2013, at the hour of 7:00 p.m. in the Council Chambers of the City of La Vista located at 8116 Park View Boulevard, La Vista, Nebraska.
4. That a copy of this Resolution and a map drawn to scale and delineating the area proposed to be annexed shall be published in the official newspaper of the City at least once not less than ten (10) days preceding the date of the public hearing.
5. That a copy of this Resolution be mailed by first class mail following its passage to the school board of any school district in the land proposed for annexation.
6. That required notices will be provided to utility companies, SID Clerks, fire districts, school districts, and owners of the property as required by applicable statutes.
7. That a copy of this Resolution be forwarded to the Planning Commission for recommendation following its passage.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



ANNEXATION PLAN

**SID No. 195
Mayfair**

MISC LOTS #1

**I-80 Business Park 2nd Add
(and misc. lots)**

**MISC LOTS #2
(SOD FARM)**

NOTE: Prepare update to **COMPREHENSIVE PLAN, CHAPT. 9, ANNEXATION PLAN** for public hearings and adoption by Planning Commission and City Council prior to step (2) below.

PC Public Hearing 2/21
CC Public Hearing and Adoption 3/5

ANNEXATION SCHEDULE

(Per R.S. 1943, § 16-117, Annexation; powers; procedure; hearing; and LB 495)

(1) Prepare a plan with complete information on the city's intentions for extending city services to the land proposed for annexation and state:

- a. The estimated cost impact of providing the services;
- b. The estimated method by which the city plans to finance the extension of services and how any services already provided will be maintained;
- c. A timetable for extending the services;
- d. A map drawn to scale delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after annexation, and the general land use pattern in the land proposed for annexation.

(2) The City Council adopts the resolution stating that the city is considering the annexation of the land and the plan for extending services. The resolution shall state:

- a. The time, date and location of the public hearing (#10 below);
- b. A description of the boundaries proposed for annexation;
- c. The plan for the extension of city services is available for inspection in the office of the City Clerk.

Update City website and social media sites.

(3) Not later than **14 days** prior to the Planning Commission public hearing, the City Clerk must send notice of the proposed annexation by **certified mail, return receipt requested** to any of the following entities serving customers in the City or area proposed for annexation (Section 16-130(6)):

- a. Natural gas public utility
- b. Natural gas utility owned or operated by the city
- c. Metropolitan utilities district
- d. Any municipality
- e. Public power district
- f. Public power and irrigation district
- g. Electric cooperative
- h. Any other governmental entity providing electronic services

This mailing must include:

- a. Copy of proposed annexation ordinance
- b. The date, time and place of public hearing before Planning Commission on proposed annexation ordinance
- c. Description of the area proposed to be annexed, including a map showing the boundaries of the area proposed for annexation
- d. How further information can be obtained, including an email **AND** phone number

Mail 4/22

(Last date to send 4/25)

(4) The City must provide written notice of Planning Commission public hearing by **regular mail** to owners of property within the area proposed for annexation **postmarked** at least **10 working days** prior to hearing. A **certified letter** must also be sent to the SID Clerk. The notice must include:

- a. Description of the area proposed to be annexed, including a map showing the boundaries of the area proposed for annexation
- b. The date, time, and location of Planning Commission hearing
- c. How further information can be obtained, including an email **AND** phone number

Mail 4/22

(Last date to send 4/24)

(5) A copy of the resolution providing for the public hearing shall be sent by first-class mail following its passage to the school board of any school district proposed for annexation. **Also notify Fire District.**

Mail 4/17 to PLVSD

_packets to depts. 1/25

Info. due back 3/1

Draft study 3/4-11

Depts. review draft 3/11

Revisions due back 3/22

Prepare final draft 3/25

Final Report 4/1

CC Resolution 4/16

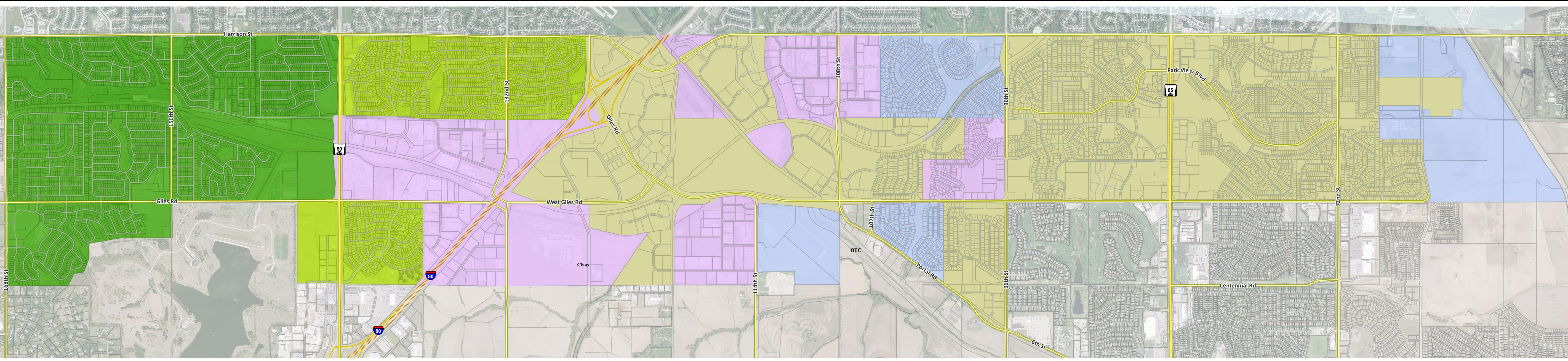
PC Public Hearing 5/9

CC Public Hearing 6/4

(Ownership list no earlier than 4/12)

(6) The Planning Commission conducts a public hearing on the proposed annexation ordinance and forwards a recommendation to the City Council.	PC 5/9 (PC 5/16 if continued)
(7) A copy of the resolution providing for the public hearing shall be published in the newspaper at least once <u>not less than 10 days preceding</u> the date of the public hearing. A map drawn to <u>scale</u> delineating the land proposed for annexation shall be published with the resolution.	Publish 5/22 (Email ad and map 5/17)
(8) The City must provide written notice of the City Council public hearing by <u>regular mail</u> to owners of property within the area proposed for annexation <u>postmarked</u> at least 10 working days prior to hearing. The notice must include:	
a. Description of the area proposed to be annexed, including a map showing the boundaries of the area proposed for annexation	
b. The date, time, and location of the City Council hearing	Mail 5/16
c. How further information can be obtained, including an email <u>AND</u> phone number	(Last date to send 5/20)
(9) The City Council introduces the annexation ordinance (first reading).	CC 5/21 (1 st Reading)
(10) The City Council holds the public hearing on the proposed annexation <u>within 60 days</u> following the adoption of the resolution (the City Council may recess the hearing, for good cause, to a time and date specified at the hearing).	CC 6/4 (Public Hearing)
(11) The City Council considers the second reading of the annexation ordinance.	CC 6/4 (2 nd Reading)
(12) Prior to the final adoption of the annexation ordinance, the minutes of the City Council meeting at which the final adoption was considered shall reflect formal compliance with #3 above.	CC 6/18
(13) The City Council considers the third and final reading of the annexation ordinance.	CC 6/18 (3 rd Reading)
(14) The City Clerk publishes the annexation ordinance and it becomes effective 15 days after passage*. *Specify effective date of 7/31/2013.	Publish 6/26 *Effective 7/31
(15) The City Clerk notifies:	
a. SID Chairman – request information on contracts, outstanding bills, name/contact information for auditor, an audit up to the date of annexation, and accounting per Section 31-764.	
b. Reporting of annexation pursuant to various statutes, such as:	
i. (Section ?) – notice to Postmaster General of Nebraska	
ii. Section 13-509(2) – taxable valuation as of Aug. 1	
iii. Section 18-1753 – report additional population to tax commissioner	
iv. Section 77-27,143 – sales and use tax administration	
c. Determination if redistricting is required pursuant to Section 19-3052 (within 180 days)	
d. County Offices, utility companies, others?	6/19
e. 911 notification – request change to who is dispatched in annexed areas.	
(16) DATE TO PROVIDE SERVICES	POLICE: <u>7/31/2013</u> FIRE: <u>10/1/2013</u> LIBRARY: <u>7/31/2013</u> RECREATION: <u>7/31/2013</u> PUB WORKS: <u>10/1/2013</u>
Denotes special meeting.	
Denotes not required by statute.	

ⁱ Owner means owner of a piece of property as indicated on the records of the office of the register of deeds as provided to or made available to the city no earlier than the last business day before the 25th day preceding the public hearing by the planning commission on the annexation proposed for the subject property (Section 19-5001(7)).



Legend

Annexation Areas 2013

Annexation

1-5 Years

5-10 Years

10-15 Years

15+ Years



CITY OF LA VISTA ANNEXATION PLAN

February 21, 2013



January 2013

January 2013

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February 2013

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February 2013

February 2013

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March 2013

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17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 27	28	29	30	31	Feb 1	2
					Packets to depts. (1)	
3	4	5	6	7	8	9
			Packets to depts. (1)			
10	11	12	13	14	15	16
			Packets to depts. (1)		PC packets	
17	18	19	20	21	22	23
	Holiday			7:00pm 8:00pm PC		
24	25	26	27	28	Mar 1	2
	Packets to depts. (1)					
	8:00am 10:00am Agenda deadline					

March 2013

March 2013

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

April 2013

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 24	25	26	27	28	Mar 1	2
3/24 - 3/1					8:00am 5:00pm Reports due from depts.	
3	4	5	6	7	8	9
3/3 - 8			CD prepares draft study (1)			
10	11	12	13	14	15	16
3/10 - 15	CD prepares draft study (1)			Depts. review draft study (1)		
17	18	19	20	21	22	23
3/17 - 22			Depts. review draft study (1)		8:00am 5:00pm Revisions due from depts.	
24	25	26	27	28	29	30
3/24 - 29			CD prepares final draft (1)			
31	Apr 1	2	3	4	5	6
3/31 - 4/5						

April 2013

April 2013

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28	29	30				

May 2013

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26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Mar 31	Apr 1	2	3	4	5	6	
Final draft for review (1)							
7	8	9	10	11	12	13	
8:00am 10:00am Agenda deadline				Council packets		8:00am 8:30am Ownership List (no earlier)	
14	15	16	17	18	19	20	
		7:00pm 8:00pm City Council adopt resolution (2)		8:00am 5:00pm Update website & social media 8:00am 8:30am Mail resol. to school distrist & fire district		8:00am 11:00am Email notice to newspaper	
21	22	23	24	25	26	27	
		8:00am 8:30am Mail notice to prop. owners & SID clerk (4) 8:00am 8:30am Mail notice to utilities (3)		PC notice published		Holiday	
28	29	30	May 1	2	3	4	

May 2013

May 2013

S	M	T	W	T	F	S
5	6	7	1	2	3	4
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19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013

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16	17	18	19	20	21	22
23	24	25	26	27	28	29

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 28	29	30	May 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	Jun 1

Apr 28 - May 4

May 5 - 11

May 12 - 18

May 19 - 25

May 26 - Jun 1

PC packets

7:00pm 8:00pm PC public hearing (special mtg) (6)

8:00am 11:00am Email notice to newspaper

8:00am 10:00am Agenda deadline

Resol & map published
8:00am 8:30am Mail notice to prop. owners (8)
7:00pm 8:00pm PC (reg mtg)

8:00am 11:00am Email notice to newspaper

7:00pm 8:00pm City Council 1st reading (9)

CC notice published

8:00am 10:00am Agenda deadline

Holiday

June 2013

June 2013

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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July 2013

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21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 26	27	28	29	30	31	Jun 1
5/26 - 31						
2	3	4	5	6	7	8
6/2 - 7			7:00pm 8:00pm City Council public hearing & 2nd reading (10) (11)			
9	10	11	12	13	14	15
6/9 - 14		8:00am 10:00am Agenda deadline				
16	17	18	19	20	21	22
6/16 - 21		7:00pm 8:00pm City Council 3rd reading & adoption (12) (13)	8:00am 10:00am Notice to 911, Dept of Revenue, etc (15) 8:00am 8:30am Email notice to newspaper			
23	24	25	26	27	28	29
6/23 - 28		8:00am 10:00am Agenda deadline	8:00am 8:30am Ordinance published (14)			
30	Jul 1	2	3	4	5	6
6/30 - 7/5						

July 2013

July 2013

S	M	T	W	T	F	S
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28	29	30	31			

August 2013

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25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 30	Jul 1	2	3	4	5	6
Jun 30 - Jul 6						
		7:00pm 8:00pm City Council (alternate if needed)		Holiday		
7	8	9	10	11	12	13
Jul 7 - 13						
		8:00am 10:00am Agenda deadline				
14	15	16	17	18	19	20
Jul 14 - 20						
		7:00pm 8:00pm City Council (alternate if needed)				
21	22	23	24	25	26	27
Jul 21 - 27						
28	29	30	31	Aug 1	2	3
Jul 28 - Aug 3						
			EFFECTIVE DATE 8:00am 8:30am DATE TO PROVIDE SERVICES (16)			

Financial Information - Combination				
REVENUE		EXPENSES		
General Fund				
Income Sources:				
Property Tax	\$ 216,100	Street Lighting	\$ 18,488	
Highway Allocation	\$ 41,068	Street Maintenance - Personnel	\$ -	
Sales & Use Tax	\$ 10,000	Street Maintenance - Operating	\$ 5,920	
Franchise Tax	\$ 2,650	Snow Removal	\$ 3,998	
General Fund Income	\$ 269,818	Traffic Signal	\$ 150	
		Right-of-way Maintenance	\$ -	
		Street Signs	\$ 730	
		Park Maintenance & Personnel	\$ -	
		Fire Protection	\$ -	
		Community Development	\$ -	
		Administration	\$ -	
		Human Resource	\$ -	
		Library	\$ 7,800	
		General Fund Expenses	\$ 37,086	
One-Time General Fund Income				
Cash on Hand				
One-Time Income	\$ -	Equipment - One-Time General Fund		
		One-Time Expenses		
Total General Fund Income	\$ -	Total General Fund Expenses	\$ 37,086	
Sewer Fund				
Income Sources:				
Sewer Use Fees *		Sewer Personnel	\$ -	
Sewer Fund Income	\$ -	Sewer Maintenance		
		Sewer Fund Expenses	\$ -	
		Equipment - One-Time Sewer Fund		
		One-Time Expenses		
Total Sewer Fund Income	\$ -	Total Sewer Fund	\$ -	
Debt Service (Bond Fund)				
Income Sources:				
Property Tax	\$ 26,461	Debt Service (Bond Fund)		
Unpaid Special Assessments		Annual P & I Payments	\$ 125,000	
Special Assessments to be Levied		Rural Fire Districts - One-Time Expense	\$ 71,811	
Interest on Unpaid Assessments		Debt Service Fund Expenses	\$ 196,811	
Cash On Hand				
Total Debt Service Income	\$ 26,461	Total Debt Service Fund Expenses	\$ 196,811	
		Capital Fund - One - Time Expense		
		Total Construction Fund Expenses	\$ -	
One-Time Income	\$ -	One-Time Expenses	\$ 71,811	
Annual Income	\$ 296,279	Annual Expenses	\$ 162,086	

* Already collecting Sewer Use Fees in Mayfair through MUD.

ADDITIONAL INFORMATION		
Current Assessed Valuation of Annexed Area	\$44,102,055	
7.65 Lane Miles		
Outstanding Debt		
General Obligation	\$1,531,811	
Special Assessments to be Levied ⁸		
Accrued Interest		
Total Outstanding Debt	\$1,531,811	
Outstanding Revenue		
Special Assessments to be Levied ⁸	\$0	
	\$0	
SID Net Debt		
Outstanding Debt	\$1,531,811	
less Special Assessments to be Levied	\$0	
less Unpaid Specials	\$0	
less Cash on Hand	\$0	
Total Net Debt	\$1,531,811	
Net debt to assessed valuation ratio	3.47%	
Current City of La Vista Tax Rate:		
General Fund	0.49	
Debt Service	0.06	
	Total City Tax Rate	0.55
Annexed Area Fire District Debt Obligation		
Millard Fire District	0	
Annexed Property <i>within</i>	0	
Percent of Valuation:	0.0%	
Millard Fire District Debt(net)⁹	0	
City of La Vista	0	
Papillion Rural Fire District	2,115,866,288	
Annexed Property <i>within</i>	43,350,273	
Percent of Valuation:	2.0%	
Papillion Rural Fire District Debt(net)⁹	3,505,000	
City of La Vista	71,811	
	Total Fire District Debt - One Time	\$ 71,811

City Information - Pre Annexation	
Outstanding long term debt (10/01/10)	\$56,345,000
Less Cash reserves:	
Debt Service Fund	(\$4,886,933)
Invested Lottery Funds	(\$2,580,534)
Net Debt (10/01/09)	\$48,877,533
Assessed Valuation	
Real Estate	\$1,021,871,820
Personal Property	\$38,502,795
City Total Assessed Valuation	\$1,060,374,615
Net debt to assessed valuation ratio	4.61%
Debt to assessed valuation ratio	5.31%
City Debt to Assessed Valuation Ratio Post - Annexation	
City assessed valuation	\$1,060,374,615
Assessed valuation	\$44,102,055
Total Combined Valuation	\$1,104,476,670
City debt (10/01/12)	\$56,345,000
SID #195 (6/30/12)	\$1,531,811
Total Combined Debt	\$57,876,811
City post-annexation debt/assessed valuation ratio	
	5.24%

Financial Information - COMBINATION

REVENUE	EXPENSES
SID 195 and I-80 Business Park, 2nd Additiona & Misc. Lots	SID 195 and I-80 Business Park, 2nd Additiona & Misc. Lots
Income Sources:	Debt Service
Property Tax ¹	Bonds Payable
Unpaid Special Assessments	Outstanding Warrants
Special Assessments to be Levied	Rural Fire Districts - One-Time Payment ⁵
Interest on Unpaid Assessments	
Cash On Hand	
	<u>\$ 1,531,811</u>
Property Tax - City Debt Service Fund ²	Estimated Annual P& I Payments ³
	<u>\$ 125,000</u>
Total Revenue	Total Expenses
\$ 26,461	\$ 1,531,811
Current Assessed Valuation of SID 195	Outstanding Debt
Current Assessed Valuation of Mayfair NON-SID	
Current Assessed Valuation of Sod Farm	Less Unpaid Special Assessments
Current Assessed Valuation of I-80 BP & Lots	Less Cash on Hand
Total Assessed Valuation	Total Net Debt
<u>\$ 44,102,055</u>	<u>\$ 1,531,811</u>
	Net Debt to Assessed Valuation
	3.47%

ADDITIONAL INFORMATION

City Information - Pre Annexation		Current City of La Vista Tax Rate:	
Outstanding long term debt (10/01/12)	\$ 56,345,000	General Fund	0.49
Less Cash reserves:		Debt Service	0.06
Debt Service Fund	(\$4,886,933)		
Invested Lottery Funds	(\$2,580,534)		
Net Debt (10/01/12)	\$ 48,877,533	Total City Tax Rate⁴	
		0.55	
City Debt to Assessed Valuation Ratio Post - Annexation			
Assessed Valuation	\$ 1,021,871,820	City assessed valuation	\$ 1,060,374,615
Real Estate	\$ 38,502,795	Assessed valuation	\$ 44,102,055
City Total Assessed Valuation	\$ 1,060,374,615	Total Combined Valuation	\$ 1,104,476,670
City debt (10/01/12)	\$ 56,345,000		
SID 195 & I-80 business Park, 2nd Addition (06/30/12)	\$ 1,531,811		
Total Combined Debt	\$ 57,876,811		
City post-annexation net debt/assessed valuation ratio	4.56%		
City post-annexation debt/assessed valuation ratio	5.24%		

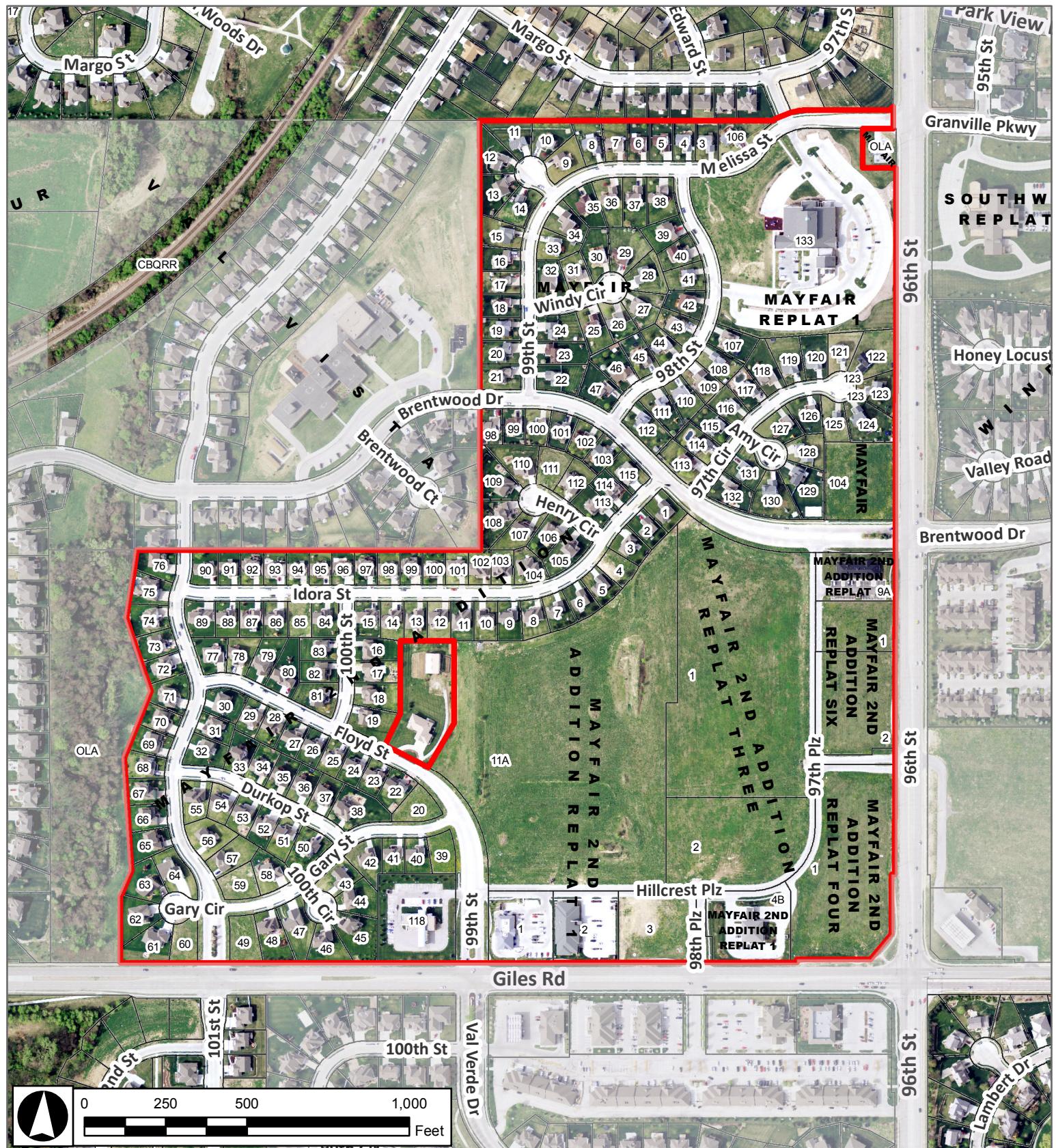
¹ SID 195, I-80 Business Park, 2nd Addition & Miscellaneous Lots total assessed valuation X City's recommended bond levy of 6 cents

² SID 195, I-80 Business Park, 2nd Addition & Miscellaneous Lots total assessed valuation X City's recommended bond levy of 6 cents

³ Estimate on Total Bonds Payable & Warrants Outstanding - 20 year payment schedule

⁴ Recommended City Tax Levy

⁵Pending merger with Papillion Fire



Annexation Area Map

Legend

La Vista City Limits

Annexation Areas 2013

SID 195 - Mayfair

January 11, 2012

CAS



LEGAL DESCRIPTION-SID 195-MAYFAIR SUBDIVISION

LOTS 3 THRU 47, INCLUSIVE, AND LOTS 98 THRU 104, INCLUSIVE, MAYFAIR,

TOGETHER WITH

LOTS 106 THRU 133, INCLUSIVE, MAYFAIR REPLAT ONE

TOGETHER WITH

LOTS 1 THRU 20, INCLUSIVE, LOTS 22 THRU 115, INCLUSIVE, AND LOT 118,
MAYFAIR 2ND ADDITION

TOGETHER WITH

LOTS 1, 2, 3, 4A AND 11A, MAYFAIR 2ND ADDITION REPLAT ONE

TOGETHER WITH

LOT 9A, MAYFAIR 2ND ADDITION REPLAT TWO

TOGETHER WITH

LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE

TOGETHER WITH

LOT 1, MAYFAIR 2ND ADDITION REPLAT FOUR

TOGETHER WITH

LOTS 1 AND 2, MAYFAIR 2ND ADDITION REPLAT FIVE

TOGETHER WITH

LOTS 1 AND 2, MAYFAIR 2ND ADDITION REPLAT SIX

ALL SUBDIVISIONS IN SARPY COUNTY, NEBRASKA,

TOGETHER WITH

ALL PUBLIC STREETS LYING WITHIN SAID SUBDIVISIONS, THE OUTER BOUNDARY OF THE AFORE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF LOT 133 SAID MAYFAIR REPLAT ONE;

THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 133;

THENCE EASTERLY ON THE EAST LINE OF SAID LOT 133 TO THE WEST LINE OF 96TH STREET;

THENCE SOUTHERLY ON THE WEST LINE OF 96TH STREET TO THE NORTH LINE OF GILES ROAD;

THENCE WESTERLY ON THE NORTH LINE OF GILES ROAD TO THE SW CORNER OF LOT 61, SAID MAYFAIR 2ND ADDITION;

THENCE NORtherLY ON THE WEST LINES OF LOTS 61, 62, 63 AND 65 THRU 76, INCLUSIVE, SAID MAYFAIR 2ND ADDITION TO THE NW CORNER OF SAID LOT 76;

THENCE EASTERLY ON THE NORTH LINES OF LOT 76 AND 90 THRU 102, INCLUSIVE, SAID MAYFAIR 2ND ADDITION TO THE SW CORNER OF LOT 108 SAID MAYFAIR 2ND ADDITION;

THENCE NORtherLY ON THE WEST LINES OF LOTS 108 AND 109, SAID MAYFAIR 2ND ADDITION AND ON THE WEST LINES OF LOTS 98, 11, 12, 13 AND 15 THRU 21, INCLUSIVE, SAID MAYFAIR, TO THE NW CORNER OF SAID LOT 11;

THENCE EASTERLY ON THE NORTH LINES OF LOTS 10, 11 AND 3 THRU 8, INCLUSIVE, SAID MAYFAIR TO THE NE CORNER OF SAID LOT 3;

THENCE CONTINUING EASTERLY ON THE NORTH LINE OF LOT 106, SAID MAYFAIR REPLAT 1, TO THE NE CORNER THEREOF, SAID CORNER BEING ON THE NORtherLY LINE OF MELISSA STREET;

THENCE EASTERLY ON THE NORtherLY LINE OF MELISSA STREET TO THE WEST LINE OF 96TH STREET;

THENCE SOUTHERLY ON THE WEST LINE OF 96TH STREET TO THE SOUTH LINE OF MELISSA STREET;

THENCE WESTERLY ON THE SOUTH LINE OF MELISSA STREET TO THE NE CORNER OF LOT 133, SAID MAYFAIR REPLAT ONE AND THE POINT OF BEGINNING EXCEPTING THEREFROM LOT 21, SAID MAYFAIR 2ND ADDITION.

ANNEXATION LEGAL

SANITARY AND IMPROVEMENT DISTRICT #195
“Mayfair”

I. Statistics

- A. 2013 Valuation = \$43,350,273
- B. SID Tax Levy (per \$100 valuation) = 0.505000
- C. Estimated Population (as of 2/27/13)* = 537
*Population estimated from 2010 Census, persons per household multiplied by housing unit count.
- D. Land Area (acres) = 105.47
- E. Land Use*
 - 1. Single Family Units = 194
 - 2. Multi-Family Units = 0
 - 3. Public Property = 0
 - 4. Developed Quasi-Public Lots = 1 (Beautiful Savior Church)
 - 5. Developed Commercial Lots = 7
(businesses include, but not limited to: Elite Dental, Allstate Edward Jones, Alegent-Creighton, future site for Primrose Preschool, Five Points Bank, Profit Advantage, Culvers, and Centris)
 - 6. Number of Vacant Lots = 7

*Counts from building permit data, Sarpy County GIS and site visits.
- F. School District = Papillion/La Vista
- G. Fire District = Papillion Rural Fire District 1

II. Improvements

A. Streets

Total Lane Miles = 6.63

Street Rating = Good

- 1. New Lane Miles: The City currently has 184.21 lane miles. The proposed annexation of SID 195 would add an additional 6.63 lane miles to the inventory. An increase of \$38,188 in Highway Allocation Funds is anticipated. The pavement in the proposed annexation area is in good condition and should only require routine maintenance. Various locations in SID 195 had concrete panels repaired in the fall of 2012.

2. Street Lights: The City will incur an additional 77 street lights. The fiscal impact annually on the utility line item in the Street Operating Budget will be approximately \$16,016. Omaha Public Power District is responsible for all maintenance and repair associated with the street lights.
3. Traffic Signals: At the current time no additional signals are in the proposed annexation area. A new signal at Robin Drive and 96th Street is in the 2013/14 Capital Improvement Plan. Funding for the signal is via special assessments at a 50/50 split between the Wal-Mart project on the east side of 96th Street and the Mayfair commercial district on the west side.
4. Right-of-Way: The City will incur approximately 63,000 square feet or 1.44 acres of new right-of-way with the proposed annexation. Routine maintenance costs will be \$730 annually.
5. Street Maintenance & Snow Removal: The overall condition of the streets in the proposed annexation area is good. The City is currently divided into six maintenance districts with approximately 30.6 lane miles per district. Public Works is not recommending the formation of a new maintenance district. No additional personnel or equipment are being requested at this time. Annexation of this area in conjunction with other annexed areas may cumulatively require an additional maintenance district, personnel and equipment. Routine street maintenance costs which include street sweeping, pavement repair, crack sealing and cold patching will require an increase of \$5,920. Snow removal costs will require an increase of \$3,998. To be noted, there is a private roadway system in the Mayfair commercial district which consists of the following streets: Hillcrest Plaza, 97th Plaza, 98th Plaza and Robin Plaza.
6. Street Signs: A large percentage of the traffic control and street marking signs are currently installed in this area. Approximately 55 "No Parking" signs will need to be purchased and installed at a cost of \$825. Annual sign maintenance costs will be \$150 per year.
7. Sidewalks: The City incurs no additional maintenance costs in relation to public sidewalks as part of this annexation.

B. Storm Sewer

1. The storm sewer system was designed and constructed to City standards. The system has 10,485 feet of various sized pipe; with 19 manholes and 65 storm sewer inlets. The system is generally in

good shape. The storm sewer system in the Mayfair commercial district is on a private road but is a public sewer system.

C. Sanitary Sewer

1. The City currently has 223,400 feet or 42.31 miles of sanitary sewer line. The proposed annexation will include an additional 15,020 feet or 2.84 miles of sanitary sewer line. The sanitary sewer system is in generally good shape; Public Works is not aware of any operation issues. A general maintenance increase of \$3,900 will be required. Treatment costs are included in the current operating budget per a previous wastewater service agreement with the City of Omaha. At this time no additional equipment or personnel will be requested. Annexation of this area in conjunction with other annexed areas may cumulatively require additional equipment or personnel. The sanitary sewer system located in the private road of the Mayfair commercial district is a private sanitary sewer per the subdivision agreement.
2. Per a wastewater service agreement with the City of Omaha, La Vista is already collecting sewer fees for any area east of 144th Street.
3. The sanitary sewers flow into the Applewood Creek Outfall.

D. Water

1. All water services are provided by Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. There are no public parks or recreational facilities as part of this annexation.

F. Miscellaneous Improvements/Property Owned by SID

1. None that staff is aware of.

III. City Services

A. Police

1. Calls for Service: The Police Department has examined the impact of annexing SID 195 – Mayfair and has found that for the 2012 calendar year there have been approximately 86 calls for service to

the area. The Police Department has been responding to calls if officers are in the area when the call comes out. The Department has handled 15 of the service calls (17%) to assist other agencies.

2. Fiscal Impact: The Police Department has staffed an additional patrol district to service areas west of 96th Street since the development of the Southport area. No additional fiscal impact is expected.
3. Staffing Impact: During planning for the annexation of the Southport area, the Police Department planned and has since staffed an additional patrol district to service areas west of 96th Street. The planning at the time also included future service to the residential, industrial and commercial areas west of 96th Street. The areas to be annexed will benefit from faster response times than the County is presently providing.
4. Overall: The overall impact to the Police Department will be absorbed easily by the current district police car. The district cruiser currently drives through the vicinity in order to patrol and respond to calls for service in the City areas adjacent to the proposed annexation.

B. Fire

1. Calls for Service: The La Vista Fire Department has researched the annexation impact in the area of calls for service and has found that over the last 36 months there have been 23 calls for service from this area.
2. Fiscal Impact: Based on the current number of calls for service, the department has sufficient apparatus to support the area without the need for additional resources.
3. Staffing Impact: Based on the current number of calls for service, the department has sufficient staffing to continue service to the area.
4. Overall: The La Vista Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. The Library will be supporting the residents of SID 195 – Mayfair with staffing, materials including books, media, databases, and supplies. This will result in an approximate \$7,800 annual increase in costs. Currently, 18 households in Mayfair carry library cards. As the library is a free service to residents of the city, there will be a revenue decrease of \$990 due to this annexation.

D. Recreation

1. Residents of the SID will receive access to the Community Center and programs available through the Recreation Department. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. This SID is contiguous to the City limits
2. Annexation of this area is consistent with the approved annexation plan within the City's Comprehensive Plan.

IV. Contractual Obligations of the SID

A. Contracts

1. Nothing significant noted within SID meeting minutes.

B. Pending Litigation

1. Nothing significant noted within SID meeting minutes.

C. Pending Improvement Projects

1. Nothing staff is aware of.

V. Analysis

A. Annexation Suitability

1. This SID is bordered by the City limits on the east, west, and south making it contiguous to the City.
2. The City currently plows Brentwood Drive from 96th Street westward to the existing city limits on the west side of the Mayfair subdivision.

Additionally, 101st Street is plowed by the City from Giles Road to the city limits on the north side of the subdivision. The sidewalks along 96th and Giles within the Mayfair subdivision are also being plowed.

3. The Police Department has been responding to calls if officers are in the area when the call comes out. The Department has handled 15 of the service calls (17%) to assist other agencies.
4. A total of 18 households in Mayfair currently pay for library cards because they do not reside within the city limits. An additional number of non-residents likely visit the library; however, there is no data on these users because they are not allowed to check out material without a card.
5. From a financial standpoint, the proposed annexation's annual property tax revenue falls short of the annual debt service payment by approximately \$98,990. While the total annual income from all funds exceeds the total annual expenses by \$125,601.
6. The SID's net debt to assessed valuation is 2.96%, which may be lowered when remaining lots are developed.
7. The City's net debt to assessed valuation ratio would be reduced from 5.31% to 5.54%.

B. Policy Alternatives

1. Annex.
2. Postpone annexation until debt level is reduced.

C. Recommendations/Conclusions

The annexation of SID 195 will bridge a gap in the City limits between the Val Vista and Southwind subdivisions. This will reduce confusion regarding jurisdictional boundaries and the provision of services. The City's Police and Fire Departments are currently responding to calls on a limited basis in this area. Public Works is also providing snow removal service on the perimeter and through the subdivision as a route between areas already within the City limits.

It is recommended that the City annex SID 195 as this analysis confirms its suitability for annexation and the annexation is in conformance with the Comprehensive Plan.

Financial Information - SID 95 MAYFAIR

REVENUE	EXPENSES
General Fund	General Fund
<i>Income Sources:</i>	<i>Costs to Service:</i>
Property Tax \$ 212,416	Street Lighting \$ 16,016
Highway Allocation \$ 38,188	Street Maintenance - Personnel
Sales & Use Tax \$ 10,000	Street Maintenance - Operating \$ 5,920
Franchise Tax \$ 2,500	Snow Removal \$ 3,998
General Fund Income \$ 263,104	Street Signs \$ 150
	Traffic Signals
	Right-of-Way Maintenance \$ 730
	Law Enforcement
	Fire Protection
	Community Development
	Administration
	Human Resource
	Library \$ 7,800
	General Fund Expenses \$ 34,614
One-Time General Fund Income	Equipment - One-Time General Fund
Cash on Hand \$ 248,500	"No Parking" Signs \$ 825
One-Time Income \$ 248,500	One-Time Expenses \$ 825
Total General Fund Income \$ 511,604	Total General Fund Expenses \$ 35,439
Sewer Fund	Sewer Fund
<i>Income Sources:</i>	<i>Sewer Personnel</i>
Sewer Use Fees * \$ -	Sewer Maintenance \$ 3,900
Sewer Fund Income \$ -	Sewer Fund Expenses \$ 3,900
	Equipment - One-Time Sewer Fund
	One-Time Expenses \$ -
Total Sewer Fund Income \$ -	Total Sewer Fund \$ 3,900
Debt Service (Bond Fund)	Debt Service (Bond Fund)
<i>Income Sources:</i>	<i>Annual P & I Payments</i> \$ 125,000
Property Tax \$ 26,010	Rural Fire Districts - One-Time Expense \$ 71,811
Unpaid Special Assessments	Debt Service Fund Expenses \$ 196,811
Special Assessments to be Levied	
Interest on Unpaid Assessments	
Cash On Hand	
Total Debt Service Income \$ 26,010	Total Debt Service Fund Expenses \$ 196,811
	Capital Fund - One-Time Expense
	Street Repairs
	Total Construction Fund Expenses \$ -
One-Time Income \$ 248,500	One-Time Expenses \$ 72,636
Annual Income \$ 289,115	Annual Expenses \$ 163,514

* Already collecting Sewer Use Fees in Mayfair through MUD.

ADDITIONAL INFORMATION		
Current Assessed Valuation of Annexed Area	\$43,350,273	
6.63 Lane Miles		
Outstanding Debt		
General Obligation	\$1,460,000	
Special Assessments to be Levied ⁸		
Accrued Interest		
Total Outstanding Debt	\$1,460,000	
Outstanding Revenue		
Special Assessments to be Levied ⁸	\$0	
	\$0	
SID Net Debt		
Outstanding Debt	\$1,460,000	
less Special Assessments to be Levied	\$0	
less Unpaid Specials	\$0	
less Cash on Hand	\$0	
Total Net Debt	\$1,460,000	
Net debt to assessed valuation ratio	3.37%	
Current City of La Vista Tax Rate:		
General Fund	0.49	
Debt Service	0.06	
	Total City Tax Rate	0.55
Annexed Area Fire District Debt Obligation		
Millard Fire District		
Annexed Property <i>within</i>		0.0%
Percent of Valuation:		
Millard Fire District Debt(net)⁹	0	
	City of La Vista	0
Papillion Rural Fire District		
Annexed Property <i>within</i>		43,350,273
Percent of Valuation:		2.0%
Papillion Rural Fire District Debt(net)⁹	3,505,000	
	City of La Vista	71,811
	Total Fire District Debt - One Time	\$ 71,811

City Information - Pre Annexation		
City Debt to Assessed Valuation Ratio Post - Annexation		
Outstanding long term debt (10/01/10)	\$56,345,000	
Less Cash reserves:		
Debt Service Fund	(\$4,886,933)	
Lottery Fund	(\$2,580,534)	
Net Debt (10/01/04)	\$48,877,533	
Assessed Valuation		
Real Estate	\$1,021,871,820	
Personal Property	\$38,502,795	
City Total Assessed Valuation	\$1,060,374,615	
Net debt to assessed valuation ratio	4.61%	
Debt to assessed valuation ratio	5.31%	
City post-annexation debt/assessed valuation ratio		
		5.24%

Financial Information - SID 195 MAYFAIR

REVENUE		EXPENSES	
SID 195		SID 195	
<i>Income Sources:</i>		<i>Debt Service</i>	
Property Tax ¹	\$ 26,010	Bonds Payable	\$ 1,460,000
Unpaid Special Assessments	\$ -	Outstanding Warrants	\$ -
Special Assessments to be Levied	\$ -	Rural Fire Districts - One-Time Payment ⁵	\$ 71,811
Interest on Unpaid Assessments	\$ -		
Cash On Hand	\$ 248,500		
	\$ 274,510		\$ 1,531,811
Property Tax - City Debt Service Fund ²	\$ 26,010	Estimated Annual P & I Payments ³	\$ 125,000
Total Revenue	\$ 274,510	Total Expenses	\$ 1,531,811
Current Assessed Valuation of Mayfair	\$ 43,350,273	Outstanding Debt	\$ 1,531,811
		Less Unpaid Special Assessments	\$ -
		Less Cash on Hand	\$ 248,500
		Total Net Debt	\$ 1,283,311
		Net Debt to Assessed Valuation	
		2.96%	

ADDITIONAL INFORMATION

City Information - Pre Annexation		Current City of La Vista Tax Rate:	
Outstanding long term debt (10/01/12)	\$ 56,345,000	General Fund	0.49
Less Cash reserves:		Debt Service	0.06
Debt Service Fund	(\$4,886,933)	Total City Tax Rate⁴	
Lottery Fund	(\$2,580,534)	0.55	
Net Debt (10/01/12)	\$ 48,877,533	City Debt to Assessed Valuation Ratio	
Assessed Valuation		Post - Annexation	
Real Estate	\$ 1,021,871,820	City assessed valuation	\$ 1,060,374,615
Personal Property	\$ 38,502,795	Assessed valuation	\$ 43,350,273
City Total Assessed Valuation	\$ 1,060,374,615	Total Combined Valuation	\$ 1,103,724,888
Net debt to assessed valuation ratio	4.61%	City debt (10/01/12)	\$ 56,345,000
Debt to assessed valuation ratio	5.31%	SID #195 (06/30/12)	\$ 1,460,000
		Total Combined Debt	\$ 57,805,000
		City post-annexation net debt/assessed valuation ratio	4.54%
		City post-annexation debt/assessed valuation ratio	5.24%

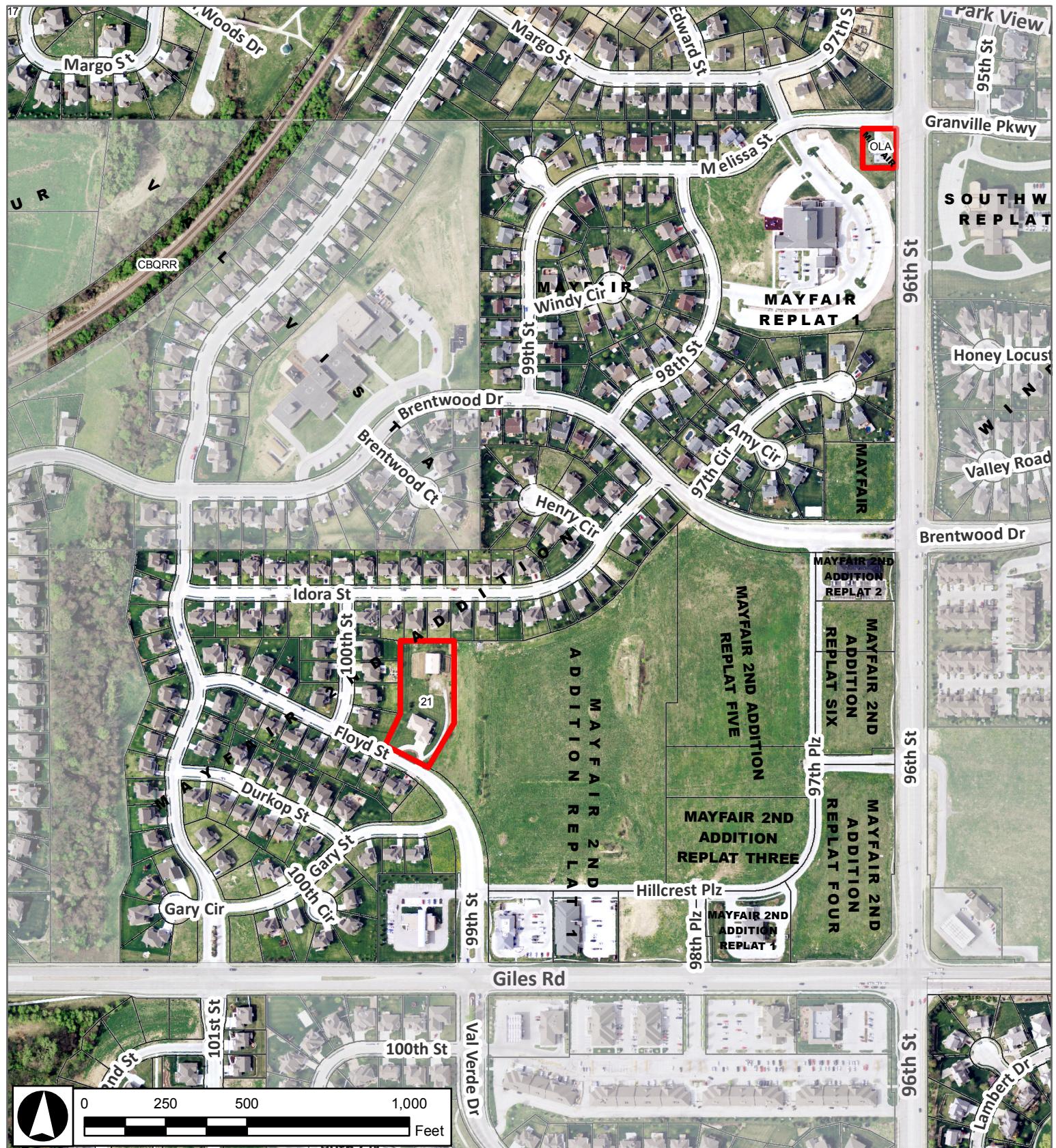
¹ SID 195 total assessed valuation X City's recommended bond levy of 6 cents

² SID 195 total assessed valuation X City's recommended bond levy of 6 cents

³ Estimate on Total Bonds Payable & Warrants Outstanding - 20 year payment schedule

⁴ Recommended City Tax Levy

⁵ Pending consolidation with Papillion Fire



Annexation Area Map

Legend

- La Vista City Limits
- Annexation Areas 2013

Lots

Lot 21 Mayfair Second Addition
Outlot A Mayfair

Miscellaneous Lots #1 - Mayfair Non-SID

April 10, 2013

CAS



LEGAL DESCRIPTION

LOT 21, MAYFAIR 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

TOGETHER WITH

OUTLOT "A", MAYFAIR, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

ANNEXATION LEGAL

CITY OF LA VISTA **TD2 NO.: 171-405-2** **MARCH 12, 2013**
THOMPSON, DREESSEN & DORNER, INC. · 10836 OLD MILL ROAD · OMAHA, NE 68154 · (402) 330-8860

MISCELLANEOUS LOTS #1
LOT 21 MAYFAIR 2ND ADDITION
OUTLOT A MAYFAIR

1. Legal Description

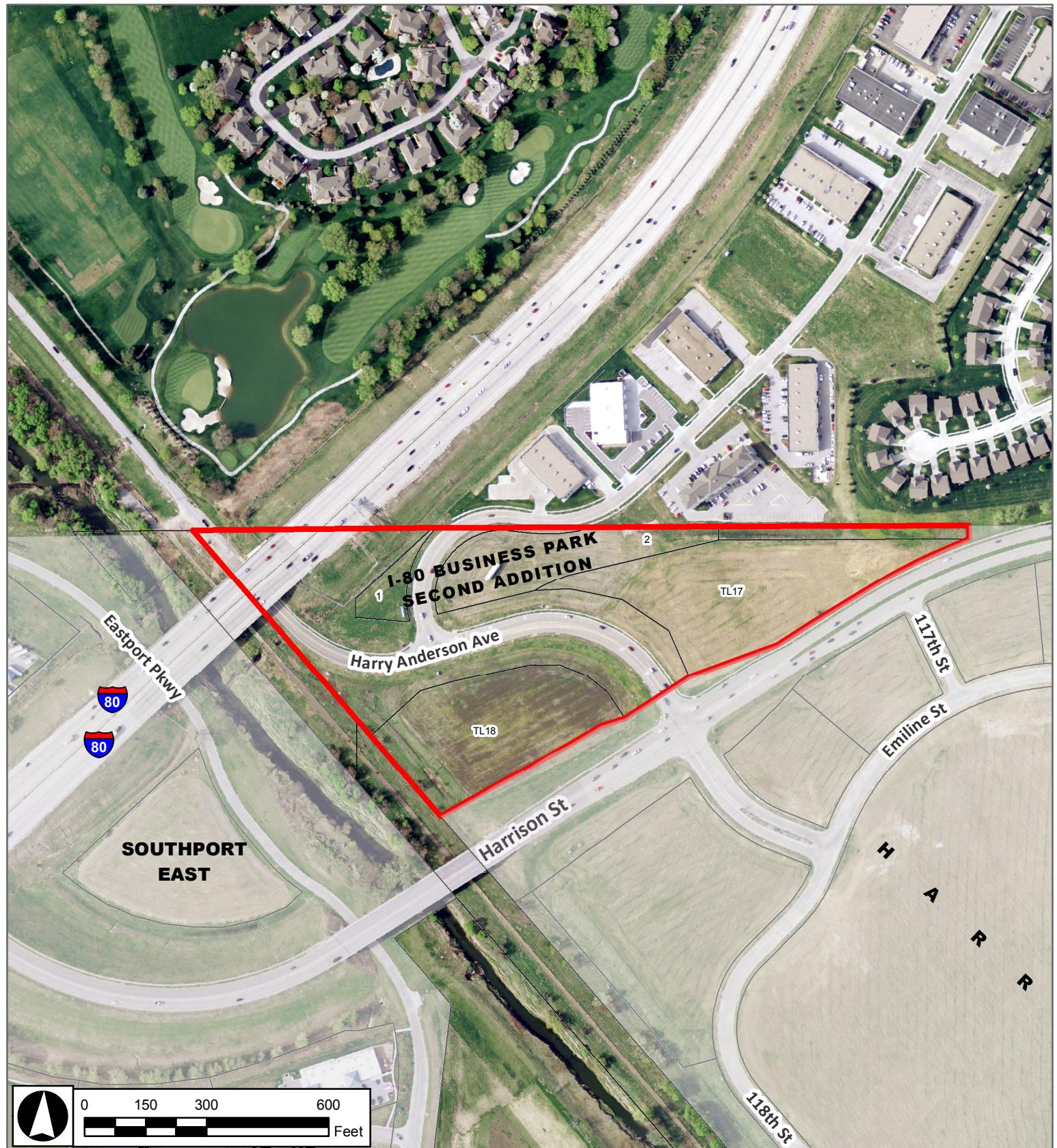
LOT 21 MAYFAIR 2ND ADDITION
OUTLOT A MAYFAIR

2. Property Owners

Lot 21 - Floyd W & Idora K Durkop
Outlot A – Floyd W & Idora K Durkop

3. Recommendation

The annexation of these lots will fill in the properties which are within the Mayfair subdivision but not within SID 195. Although these two lots were platted as part of the Mayfair subdivision, they were not included in the SID. Annexation of these lots concurrently with SID 195 is recommended. The cost implications noted in the SID 195 – Mayfair Annexation Report account for the annexation of these two lots.



Annexation Area Map

Legend

La Vista City Limits

Annexation Areas 2013

Lots

- Lot 1 I-80 Business Park 2nd Addition
- Lot 2 I-80 Business Park 2nd Addition
- Tax Lot 17 17-14-12
- Tax Lot 18 17-14-12

I-80 Business Park 2nd Add. & Miscellaneous Lots

January 18, 2012

CAS



LEGAL DESCRIPTION

LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

TOGETHER WITH

TAX LOTS 17 AND 18, LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY,

TOGETHER WITH

PART OF THE NE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY,

TOGETHER WITH

THE PUBLIC STREETS LYING WITHIN THAT PART OF THE NW 1/4 OF SAID SECTION 17 AND WITHIN THAT PART OF NE 1/4 OF SAID SECTION 18 DESCRIBED HEREAFTER ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 17;

THENCE EASTERLY ON THE NORTH LINE OF SAID NW 1/4 TO A POINT DIRECTLY NORTH OF THE MOST EASTERLY CORNER OF SAID TAX LOT 17;

THENCE SOUTH TO THE MOST EASTERLY CORNER OF SAID TAX LOT 17;

THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF SAID TAX LOTS 17 AND 18 AND ON THE NORTHERLY LINE OF HARRISON STREET TO THE MOST SOUTHERLY CORNER OF SAID TAX LOT 18, SAID CORNER BEING ON THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID TAX LOT 18 AND ON THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18;

THENCE EASTERLY ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 TO THE POINT OF BEGINNING.

ANNEXATION LEGAL

LOTS 1 and 2 – I-80 BUSINESS PARK, 2nd ADDITION
TAX LOT 18 17-14-12
TAX LOT 17 17-14-12

I. Statistics

- A. 2013 Valuation = \$378,738
- B. SID Tax Levy (per \$100 valuation) = N/A
- C. Estimated Population (as of 2/27/13)* = 0
*Population estimated from 2010 Census, persons per household multiplied by housing unit count.
- D. Land Area (acres) = 15.9
- E. Land Use
 - 1. Single Family Units = 0
 - 2. Multi-Family Units = 0
 - 3. Public Property = 0
 - 4. Developed Commercial Lots = 1
(Progressive Insurance)
 - 5. Number of Vacant Lots = 3
- F. School District = Papillion/La Vista
- G. Fire District = Millard Suburban Fire District #1

II. Improvements

- A. Streets
 - Total Lane Miles = 1.02
 - Street Rating = Good
 - 1. New Lane Miles: The City currently has 184.21 lane miles. The proposed annexation would add an additional 1.02 lane miles to the inventory. An increase of \$2,880 in Highway Allocation Funds is anticipated. The pavement in the proposed annexation area is in good condition and should only require routine maintenance.
 - 2. Street Lights: The City will incur an additional 8 street lights. The fiscal impact annually on the Street Operating Utility line item will be approximately \$2,472. Omaha Public Power District is responsible for all maintenance and repair associated with the street lights. It should be noted that per State Statute 39-1372 that the maintenance and operation of lighting facilities located on I-80,

including approach or exit roads within the limits of any city or village shall become the responsibility of such city or village. Staff is still working through all the details involved with this responsibility and should have firm maintenance figures at budget time.

3. Traffic Signals: The City will incur no additional signals as part of this annexation.
4. Right-of-Way: The City will acquire a very minimal amount of public right-of-way. Any costs associated with maintenance can be absorbed in the current operating budget.
5. Street Maintenance & Snow Removal: The overall condition of the streets in the proposed annexation area is good. The City is currently divided into six maintenance districts with approximately 30.6 lane miles per district. Public Works is not recommending the formation of a new maintenance district. No additional personnel or equipment are being requested at this time. Annexation of this area in conjunction with other annexed areas may cumulatively require an additional maintenance district, personnel and equipment. Routine street maintenance costs which include street sweeping, pavement repair, crack sealing and cold patching are so small that it has been factored into the Mayfair annexation report. Snow removal costs are so small that they too have been factored into the Mayfair annexation report.
6. Street Signs: All required signage in the area is in place. The proposed annexation area is small enough that routine maintenance can be absorbed into the current budget.
7. Sidewalks: There are approximately 1000 feet of sidewalk in the annexation area. The sidewalk is in very good shape.

B. Storm Sewer

1. The storm sewer system was designed and constructed to City standards. The system has 1,085 feet of various sized pipe. The system is generally in good shape.

C. Sanitary Sewer

1. The City currently has 223,400 feet or 42.31 miles of sanitary sewer line. The proposed annexation will include an additional 480 feet or .09 miles of sanitary sewer line. The sanitary sewer system is in generally good shape; Public Works is not aware of any operational issues. The routine maintenance increase requested in the Mayfair

annexation report will cover any expenses in this area. Treatment costs are included in the current operating budget per a previous wastewater service agreement with the City of Omaha. At this time no additional equipment or personnel will be requested. Annexation of this area in conjunction with other annexed areas may cumulatively require additional equipment or personnel.

2. Per a recent amendment to the wastewater service agreement with the City of Omaha, La Vista will collect sewer use fees for this area.
3. The sanitary sewers flow into the West Papio No. 8 Outfall.

D. Water

1. All water services are provided by Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. There are no public parks or recreational facilities in this annexation.

F. Miscellaneous Improvements/Property Owned by SID

1. None that staff is aware of.

III. City Services

A. Police

1. Calls for Service: The Police Department has examined the impact of annexing a portion of I-80 Business Park and adjoining lots and has found that there were no calls for service to the area in the 2012 calendar year. The Police Department has been responding to calls if officers are in the area when the call comes out.
2. Fiscal Impact: The Police Department has staffed an additional patrol district to service areas west of 96th Street since the development of the Southport area. No additional fiscal impact is expected.
3. Staffing Impact: During planning for the annexation of the Southport area, the Police Department planned and has since staffed an additional patrol district to service areas west of 96th Street. The planning at the time also included future service to the residential, industrial and commercial areas west of 96th Street. The areas to

be annexed will benefit from faster response times than the County is presently providing.

4. Overall: The overall impact to the Police Department will be absorbed easily by the current district police car. The district cruiser currently drives through the vicinity in order to patrol and respond to calls for service in the City areas adjacent to the proposed annexation.

B. Fire

1. Calls for Service: The La Vista Fire Department has researched the annexation impact in the area of calls for service and has found that over the last 36 months there have not been any calls for service from this area.
1. Fiscal Impact: Based on the current number of calls for service, the department has sufficient apparatus to support the area without the need for additional resources.
2. Staffing Impact: Based on the current number of calls for service, the department has sufficient staffing to continue service to the area.
3. Overall: The La Vista Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. No impact to the La Vista Public Library is anticipated from this annexation.

D. Recreation

1. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. These lots are contiguous to the City limits.
2. Annexation of this area is consistent with the approved annexation plan within the City's Comprehensive Plan.

IV. Contractual Obligations of the SID

- A. Contracts
 - 1. None (not a SID).
- B. Pending Litigation
 - 1. None (not a SID).
- C. Pending Improvement Projects
 - 1. None (not a SID).

V. Analysis

- A. Annexation Suitability
 - 1. These lots are bordered by the City limits to the south, east, and west making it a contiguous annexation.
 - 2. From a financial standpoint, total annual income from all funds exceeds total annual expense by \$2,491.
 - 4. The City's net debt to assessed valuation ratio would remain constant at 5.31%.
- B. Policy Alternatives
 - 1. Annex.
 - 2. Postpone annexation.
- C. Recommendations/Conclusions

The annexation of I-80 Business Park, 2nd Addition and adjoining lots will bridge a gap in the City limits between the Performance Auto / Attic Storage development area and the Harrison Heights subdivision. This will reduce confusion regarding which areas are within the City limits. It is recommended that the City annex I-80 Business Park, 2nd Addition and adjoining lots as this analysis confirms its suitability for annexation and the annexation is in conformance with the Comprehensive Plan.

Revised 4-9-13

Financial Information - I-80 Business Park, 2nd Addition & Tax Lots

REVENUE	EXPENSES
General Fund	
Income Sources:	
Property Tax \$ 1,856	Street Lighting \$ 2,472
Highway Allocation \$ 2,880	Street Maintenance
Sales & Use Tax \$ -	Snow Removal
Franchise Tax \$ 150	Traffic Signal
General Fund Income \$ 4,886	Right-of-way Maintenance
	Street Signs
	Park Maintenance
	Fire Protection
	Community Development
	Administration
	Human Resource
	Library
	General Fund Expenses \$ 2,472
One-Time General Fund Income	Equipment - One-Time General Fund
Cash on Hand	
One-Time Income \$ -	One-Time Expenses \$ -
Total General Fund Income \$ 4,886	Total General Fund Expenses \$ 2,472
Sewer Fund	
Income Sources:	
Sewer Use Fees	Sewer Personnel
Sewer Fund Income \$ -	Sewer Maintenance
	Sewer Fund Expenses \$ -
	Equipment - One-Time Sewer Fund
	One-Time Expenses \$ -
Total Sewer Fund Income \$ -	Total Sewer Fund \$ -
Debt Service (Bond Fund)	
Income Sources:	
Property Tax \$ 227	Debt Service (Bond Fund)
Unpaid Special Assessments	Annual P & I Payments
Special Assessments to be Levied	Rural Fire Districts - One-Time Expense
Interest on Unpaid Assessments	
Cash On Hand	Debt Service Fund Expenses \$ -
Total Debt Service Income \$ 227	Total Debt Service Fund Expenses \$ -
	Capital Fund - One-Time Expense
	Total Construction Fund Expenses \$ -
One-Time Income \$ -	One-Time Expenses \$ -
Annual Income \$ 5,113	Annual Expenses \$ 2,472

ADDITIONAL INFORMATION		
Current Assessed Valuation of Annexed Area	\$378,738	Current City of La Vista Tax Rate:
1.02 Lane Miles		General Fund 0.49
Outstanding Debt		Debt Service 0.06
General Obligation		Total City Tax Rate 0.55
Special Assessments to be Levied ⁸		
Accrued Interest		
Total Outstanding Debt	\$0	
Outstanding Revenue		Annexed Area Fire District Debt Obligation
Special Assessments to be Levied ⁸	\$0	Millard Fire District 1,499,767,415
	\$0	Annexed Property <i>within</i> 378,738
SID Net Debt		Percent of Valuation: 0.0%
Outstanding Debt	\$0	Millard Fire District Debt(net)⁹ 0
less Special Assessments to be Levied		City of La Vista 0
less Unpaid Specials		
less Cash on Hand	\$0	
Total Net Debt	\$0	
Net debt to assessed valuation ratio	0.00%	Papillion Rural Fire District
		Annexed Property <i>within</i>
		Percent of Valuation:
		Papillion Rural Fire District Debt(net)⁹ 0
		City of La Vista 0
		Total Fire District Debt - One Time \$ -

City Information - Pre Annexation		City Debt to Assessed Valuation Ratio Post - Annexation	
Outstanding long term debt (10/01/12)	\$56,345,000		
Less Cash reserves:			
Debt Service Fund	(\$4,886,933)	City assessed valuation	\$1,060,374,615
Lottery Fund	(\$2,580,534)	Assessed valuation	\$378,738
Net Debt (10/01/12)	\$48,877,533	Total Combined Valuation	\$1,060,753,353
Assessed Valuation			
Real Estate	\$1,021,871,820	City debt (10/01/12)	\$56,345,000
Personal Property	\$38,502,795	I-80 Business Park, 2nd Addition	\$0
City Total Assessed Valuation	\$1,060,374,615	Total Combined Debt	\$56,345,000
Net debt to assessed valuation ratio	4.61%	City post-annexation debt/assessed valuation ratio	
Debt to assessed valuation ratio	5.31%		5.31%

Financial Information - I-80 Business Park, 2nd Addition & Tax Lots

REVENUE	EXPENSES
Income Sources:	
Property Tax ¹	\$ 227
Unpaid Special Assessments	\$ -
Special Assessments to be Levied	\$ -
Interest on Unpaid Assessments	\$ -
Cash On Hand	\$ -
	<hr/> \$ 227
Property Tax - City Debt Service Fund ²	\$ 227
	Estimated Annual P& I Payments ³
Total Revenue	\$ 227
Total Expenses	\$ -
Current Assessed Valuation	\$ 378,738
	Outstanding Debt \$ -
	Less Unpaid Special Assessments \$ -
	Less Cash on Hand \$ -
	Total Net Debt \$ -
	Net Debt to Assessed Valuation 0.00%

ADDITIONAL INFORMATION

City Information - Pre Annexation		Current City of La Vista Tax Rate:	
Outstanding long term debt (10/01/12)	\$ 56,345,000	General Fund	0.49
Less Cash reserves:		Debt Service	0.06
Debt Service Fund	(\$4,886,933)		<hr/> Total City Tax Rate ⁴ 0.55
Lottery Fund	(\$2,580,534)	City Debt to Assessed Valuation Ratio	
Net Debt (10/01/12)	\$ 48,877,533	Post - Annexation	
Assessed Valuation		City assessed valuation	\$ 1,060,374,615
Real Estate	\$ 1,021,871,820	Assessed valuation	\$ 378,738
Personal Property	\$ 38,502,795	Total Combined Valuation	\$ 1,060,753,353
City Total Assessed Valuation	\$ 1,060,374,615	City debt (10/01/12)	\$ 56,345,000
			<hr/> \$ -
Net debt to assessed valuation ratio	4.61%	Total Combined Debt	\$ 56,345,000
Debt to assessed valuation ratio	5.31%	City post-annexation net debt/assessed valuation ratio	4.61%
		City post-annexation debt/assessed valuation ratio	5.31%

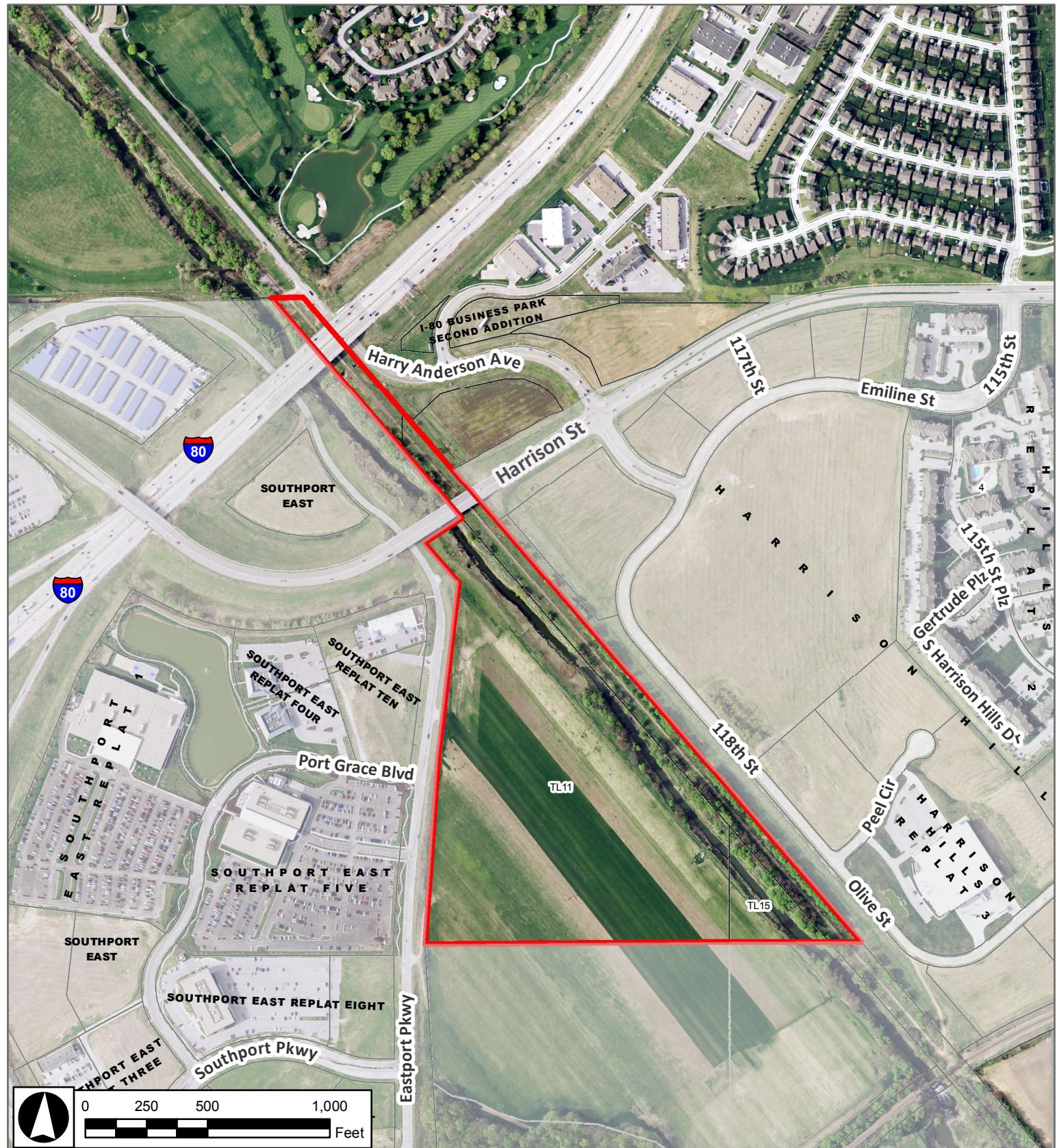
¹ I-80 Business Park, 2nd Addition & Misc. Lots total assessed valuation X City's recommended bond levy of 6 cents

² I-80 Business Park, 2nd Addition & Misc. Lots total assessed valuation X City's recommended bond levy of 6 cents

³ Estimate on Total Bonds Payable & Warrants Outstanding - 20 year payment schedule

⁴ Recommended City Tax Levy

⁵ Millard Suburban Fire does not have any debt



Annexation Area Map

Legend

- La Vista City Limits
- Annexation Areas 2013

Lots

Tax Lots 11 & 15 17-14-12
 Irreg. NW 2816 FT of Former UP RR ROW in 17-14-12
 Former UP RR ROW in NE 1/4 NE 1/4 18-14-12

Miscellaneous Lots #2 - Sod Farm

April 10, 2013
 CAS



LEGAL DESCRIPTION-MISC. LOTS IN NW 1/4 SECTION 17 & NE 1/4 SECTION 18

TAX LOTS 11 AND 15 LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

TOGETHER WITH

PART OF THE NW 1/4 OF SAID SECTION 17 AND PART OF THE NE 1/4 OF 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NE 1/4 CORNER OF THE NE 1/4 OF SAID SECTION 18;

THENCE WESTERLY ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 TO THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 17;

THENCE WESTERLY ON THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 17 AND ON THE SOUTH LINES OF SAID TAX LOTS 15 AND 11 TO THE SW CORNER OF SAID TAX LOT 11, SAID CORNER BEING ON THE EAST LINE OF SOUTHPORT PARKWAY;

THENCE NORTHERLY ON THE WESTERLY LINE OF SAID TAX LOT 11 AND ON THE EASTERLY LINE OF SOUTHPORT PARKWAY AND THE SOUTH LINE OF HARRISON STREET TO THE MOST NORTHERLY CORNER OF SAID TAX LOT 11, SAID CORNER BEING ON THE SOUTHWESTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18;

THENCE EASTERLY ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 TO THE POINT OF BEGINNING.

ANNEXATION LEGAL

MISCELLANEOUS LOTS #2
TAX LOTS 11 & 15 17-14-12
(SOD FARM)

1. Legal Description

TAX LOTS 11 & 15 17-14-12 (33.64 AC)
and adjoining railroad right-of-way (8.045 AC)

2. Property Owner

McDermott, ADA

3. Recommendation

The annexation of these lots will bridge a gap in the City limits between Harrison Hills and Performance Auto. This will reduce confusion regarding which areas are within the City limits. There are no immediate cost implications anticipated. Total anticipated property tax from this annexation is estimated to be \$429 annually.

PLAN FOR EXTENDING CITY SERVICES TO THE LAND PROPOSED FOR ANNEXATION

Pursuant to Nebraska Revised Statute §16-117, the following plan represents the City of La Vista's intent to serve SID #195 (Mayfair); Lot 21 Mayfair Second Addition, OUTLOT A Mayfair (Mayfair Misc. Lots); Lots 1 & 2 I-80 Business Park 2nd Addition, TAX LOT 17 17-14-12, TAX LOT 18 17-14-12 (I-80 Business Park – 2nd Addition); TAX LOTS 11 & 15 17-14-12, Irreg. NW 2816 FT of Former UP RR ROW in 17-14-12, Former UP RR ROW in NE ¼ NE1/4 18-14-12 (Sod Farm).

SID #195 - Mayfair

The following city services will be extended on or before July 31, 2013:

Community/Recreation Center	Police Protection
Library Services	

The following city services will be extended on or before October 1, 2013:

Street Maintenance	Park Maintenance
Sewer Maintenance	Fire and Rescue Services

Misc. Lots #1 (Non-SID Mayfair Lots)

The following city services will be extended on or before July 31, 2013:

Community/Recreation Center	Police Protection
Library Services	

The following city services will be extended on or before October 1, 2013:

Street Maintenance	Park Maintenance
Sewer Maintenance	Fire and Rescue Services

I-80 Business Park – 2nd Addition and Tax Lots 17 & 18 17-14-12

The following city services will be extended on or before July 31, 2013:

Community/Recreation Center	Police Protection
Library Services	

The following city services will be extended on or before October 1, 2013:

Street Maintenance	Park Maintenance
Sewer Maintenance	Fire and Rescue Services

Misc. Lots #2 (Sod Farm)

The following city services will be extended on or before July 31, 2013:

Community/Recreation Center
Library Services

Police Protection

The following city services will be extended on or before October 1, 2013:

Street Maintenance
Sewer Maintenance

Park Maintenance
Fire and Rescue Services

ADDISON, THOMAS I 9912 IDORA ST LA VISTA NE 68128-	ALDERMAN-DREHER, ALISON 7821 S 99TH ST LA VISTA NE 68128-	ALEGENT HEALTH 12809 WEST DODGE RD OMAHA NE 68154-
ANDERSON, KENNETH R & JILL D 9930 IDORA ST LA VISTA NE 68128-	ANDERSON, LUKE C & CHRISTEL M 10001 FLOYD ST LA VISTA NE 68128-	ARNOLD, MATTHEW T & CONNIE K 7829 S 98TH ST LA VISTA NE 68128-
ARNOLD, MICHAEL P & COLLEEN M 7902 S 97TH CIR LA VISTA NE 68128-	ARNOLD, ROGER G & DEBRA M 9804 MELISSA ST LA VISTA NE 68128-	ATWELL, JOHN C & SHARON P 7813 S 98TH ST LA VISTA NE 68128-
BAKER, MATHUE M & MANDY R 14011 BRUSH CREEK PL ROCA NE 68430-4403	BAKER, THOMAS A & LINDA J 8210 S 101ST ST LA VISTA NE 68128-	BANK OF AMERICA CORP PO BOX 5170 SIMI VALLEY CA 93062-5770
BASIAGA, BRIAN RAYMOND 9802 IDORA ST LA VISTA NE 68128-4294	BEAR HOMES INC 1210 GOLDEN GATE DR PAPILLION NE 68046-	BEAUTIFUL SAVIOR LUTHERAN CHURCH 7706 S 96TH ST LA VISTA NE 68128-0000
BEAVER JR, JERRY 9924 IDORA ST LA VISTA NE 68128-	BEHEN III, WILLIAM J 10020 GARY ST LA VISTA NE 68128-	BELIK, MICHAEL S & REGINA M 10018 IDORA ST LA VISTA NE 68128-
BELL, JOSEPH T & AMY 10013 FLOYD ST LA VISTA NE 68128-	BENSON, JEANETTE I 10025 IDORA ST LA VISTA NE 68128-	BERGMAN, PATRICK D & CHELSEA E 9937 FLOYD ST LA VISTA NE 68128-
BIRKEL, PHILIP M & BETENA R 10012 IDORA ST LA VISTA NE 68128-	BLANCHARD, LISA R 8200 S 101ST ST LA VISTA NE 68128-	BOHN, PAUL R & CLAUDIA J 10031 IDORA ST LA VISTA NE 68128-
BOLTER JR, GEORGE B 9813 WINDY CIR LA VISTA NE 68128-	BOVICK, SCOTT W & KATHRYN L 9910 MELISSA CIR LA VISTA NE 68128-	BRATETIC, DANIEL J & KATHLEEN A 8137 S 101ST ST LA VISTA NE 68128-
BRAY, DENICE F 9911 IDORA ST LA VISTA NE 68128-	BRAY, JASON D & TERESA M 9941 IDORA ST LA VISTA NE 68128-	BRIGHTON, GARY R & LEANN M 8118 S 100TH ST LA VISTA NE 68128-

BROWN, CRAIG A 9827 HENRY CIR LA VISTA NE 68128-1250	BROWN, DAVID A & MARY C 9817 WINDY CIR LA VISTA NE 68128-	BUCK, DANIEL R & D LYNN G 9929 IDORA ST LA VISTA NE 68128-
BURKE, COLIN T & KRISTEN M 8128 S 100TH ST LA VISTA NE 68128-	CAMPBELL, JAMES R & ERIKA C 9816 MELISSA ST LA VISTA NE 68128-	CARNEY, DANIEL P & ROBIN E 7836 S 97TH CIR LA VISTA NE 68128-7075
CAUL, JASON C & MEGAN E 10019 FLOYD ST LA VISTA NE 68128-	CENTRIS FEDERAL CREDIT UNION 11825 Q ST OMAHA NE 68137-3503	CERNY, MARK T & JENNIFER M 9828 HENRY CIR LA VISTA NE 68128-
CERVENY, JAMES D & LISA A 10019 GARY ST LA VISTA NE 68128-	CHAIDEZ, JUBENTINO & DELFINA 7818 S 97TH CIR LA VISTA NE 68128-	CHAMBERS, DINESHA R 7827 S 97TH CIR LA VISTA NE 68128-7074
CHARLES, ROBERT E & CYNTHIA L 9817 BRENTWOOD DR LA VISTA NE 68128-	CHOYESKE, BRIAN E & DEBRA A 9901 IDORA ST LA VISTA NE 68128-	CLARK, THOMAS E & STEPHANIE S 7822 S 99TH ST LA VISTA NE 68128-
CLARK, TRAVIS W & ANNETTE W 9823 BRENTWOOD DR LA VISTA NE 68128-	CONNOR, JOSEPH A & TRACY L 9923 IDORA ST LA VISTA NE 68128-	COPPLE, MICHAEL J & ANDRIA L 7920 S 97TH CIR LA VISTA NE 68128-
CORCORAN, KIM M 8121 S 100TH ST LA VISTA NE 68128-	CUNNINGHAM, JONATHAN W 7908 S 97TH CIR LA VISTA NE 68128-	DABERKOW, DOUGLAS R & TANVRIA A 9800 MELISSA ST LA VISTA NE 68128-
DALY JR, MICHAEL J 9809 HENRY CIR LA VISTA NE 68128-	DAVIS II, GARY J 8122 S 100TH ST LA VISTA NE 68128-	DAVIS, ANNA M 9905 MELISSA CIR LA VISTA NE 68128-
DAVIS, JEFFREY M & JENNIE A 8231 S 101ST ST LA VISTA NE 68128-	DAVIS, MARK A & MAUREEN A 7836 S 98TH ST LA VISTA NE 68128-	DAVIS, WILLIAM W & MAUREEN 10025 FLOYD ST LA VISTA NE 68128-
DEROSA, ANDREW E 9935 IDORA ST LA VISTA NE 68128-	DESMANGLES, JEAN-CLAUDE 9808 IDORA ST LA VISTA NE 68128-	DEYKE, LOUISE M 9623 AMY CIR LA VISTA NE 68128-

DICKAMORE, THEODORE J & SARA 7709 S 99TH ST LA VISTA NE 68128-	DIGGLE, MATTHEW D & KRISTIN A 8206 S 101ST ST LA VISTA NE 68128-	DILLON JR, JACK ALAN 7720 S 99TH ST LA VISTA NE 68128-
DOUGLAS, KENNETH & HEATHER LEE 10009 DURKOP ST LA VISTA NE 68128-	ENGEL, NATHAN L & LYNDSY 9837 IDORA ST LA VISTA NE 68128-	ENNEKING, ANDREW E 7810 S 99TH ST LA VISTA NE 68128-
EVERSDEN, MICHAEL T & HEATHER S 9823 HENRY CIR LA VISTA NE 68128-	FAVELA, FIDEL & MARIA E 7915 S 97TH CIR LA VISTA NE 68128-	FIVE POINTS BANK PO BOX 1507 GRAND ISLAND NE 68803-
FOXCROFT, STEVE & ANGELA 7804 S 99TH ST LA VISTA NE 68128-	FRANCIS, KRISTINE M 10007 FLOYD ST LA VISTA NE 68128-	FREEBORN, ANDREW 7817 S 98TH ST LA VISTA NE 68128-
FUNKE, LISA 7716 S 98TH ST LA VISTA NE 68128-	GERLOFF, LEWIS L 9825 MELISSA ST LA VISTA NE 68128-	GILES INVESTORS LLC 9806 SEWARD ST OMAHA NE 68114-
GOODELL, TRACY MARIE 10027 GARY ST LA VISTA NE 68128-	HALFMAN, CHRIS F 9917 IDORA ST LA VISTA NE 68128-4256	HALL, ADAM WILLIAM 9824 HENRY CIR LA VISTA NE 68128-
HANKE, MATTHEW P & SARA J 7926 S 97TH CIR LA VISTA NE 68128-	HARWOOD PIZZA BUILDING LLC 15615 PACIFIC ST OMAHA NE 68118-	HEMMINGHAUS, TOBY R & JANAE J 9909 BRENTWOOD DR LA VISTA NE 68128-
HIGGASON, JEFFRY P & KATHRYN R 7714 S 99TH ST LA VISTA NE 68128-	HIYKEL III, FRED J 9813 IDORA ST OMAHA NE 68136-	HOANG, CONG 9810 WINDY CIR LA VISTA NE 68128-
HOCHSTEIN, GREG A & STEPHANIE 7914 S 97TH CIR LA VISTA NE 68128-	HOGLE, SUSAN J 9812 IDORA ST LA VISTA NE 68128-	HOOD, JAMES A & SARA A 9816 WINDY CIR LA VISTA NE 68128-
HORN, ROBERT L & SHERRY K 8104 S 101ST ST LA VISTA NE 68128-	HOY, WILLIAM K & MELANIE K 9918 IDORA ST LA VISTA NE 68128-	IMIG, BERNARD J & LAURIE A 10005 IDORA ST LA VISTA NE 68128-

J & J PROPERTIES 2128 QUAIL RIDGE RD AMES IA 50010-9476	JASINSKI, JAY M & TRACY J 7927 S 97TH CIR LA VISTA NE 68128-	JOHNSON, JASON T & ROBERTA S 10108 GARY CIR LA VISTA NE 68128-
JONES, JEREMY D & MELISSA E 10101 GARY CIR LA VISTA NE 68128-	KANDEL, DEVA & MINA 10016 DURKOP ST LA VISTA NE 68128-	KELLER, KEITH H & MICHELLE M 7816 S 99TH ST LA VISTA NE 68128-
KELLEY, JAMES P & KRISTINE A K 10105 GARY CIR LA VISTA NE 68128-	KEMP, DAVID A & VALERIE M 9921 GARY ST LA VISTA NE 68128-	KILGORE, KEITH CHARLES 9617 AMY CIR LA VISTA NE 68128-
KIRWAN, JOHN F & CHERYL K 10003 DURKOP ST LA VISTA NE 68128-	KNOX, TIMOTHY L 7722 S 98TH ST LA VISTA NE 68128-	KREAGER II, THANE A 9925 FLOYD ST LA VISTA NE 68128-
KREBS, SHARON K 9828 WINDY CIR LA VISTA NE 68128-	KRIZOVSKI, MARK P & HEATHER E 7818 S 98TH ST LA VISTA NE 68128-	KULUS, KENNETH M & HEATHER A 9710 MELISSA ST LA VISTA NE 68128-
KUSH, KEVIN G & LYNNE M 9903 BRENTWOOD DR LA VISTA NE 68128-	KUSLER, MOLLY A & JASON D 9811 BRENTWOOD DR LA VISTA NE 68128-	L & B PROPERTIES LLC 6173 CENTER ST OMAHA NE 68106-
L & B PROPERTIES LLC 6173 CENTER ST OMAHA NE 68106-	LOOMIS, PHILLIP L & JACQUELINE 8117 S 100TH ST LA VISTA NE 68128-	LAMPE, KERRY RAY 9909 MELISSA CIR LA VISTA NE 68128-
LANGLE SR, JACK E 9810 MELISSA ST LA VISTA NE 68128-	LAZLO'S LA VISTA PROPERTY HOLDINGS~LLC 729 Q ST LINCOLN NE 68508-	LE, TAM C 9906 IDORA ST LA VISTA NE 68128-
LEEDER, BRANDON P & ALANNA N 9825 IDORA ST LA VISTA NE 68128-	LEWIS JR, STEPHEN 10017 IDORA ST LA VISTA NE 68128-	LEWIS, THOMAS E & TONYA D 710 S 182ND ST OMAHA NE 68022-
LITTLE JR, SYLVESTER 8219 S 101ST ST LA VISTA NE 68128-0000	LUTHER, WAYNE E & DIANE M 10006 DURKOP ST LA VISTA NE 68128-	LUTHRA, SUNIL & LALA 9933 GARY ST LA VISTA NE 68128-

MADSON, STEVEN J & DENISE M 9816 HENRY CIR LA VISTA NE 68128-	MAI, KHIEM & HUONG 7715 S 99TH ST LA VISTA NE 68128-	MARCO, CHARLES T & TARA M 7905 S 97TH CIR LA VISTA NE 68128-
MARTINSON, SABRENA 9718 MELISSA ST LA VISTA NE 68128-	MATHISON, JAMES R & LAURA G 10015 DURKOP ST LA VISTA NE 68128-	MCCLELLAN, RICHARD 9927 GARY ST LA VISTA NE 68128-
MCMULLIN, MONTE & DYAN 9805 BRENTWOOD DR LA VISTA NE 68128-	MEJIA-GONZALEZ, ROCIO P 8225 S 101ST ST LA VISTA NE 68128-8214	MILLER, BRIAN A & NANCY E 8116 S 101ST ST LA VISTA NE 68128-
MITCHELL, WILL J & SHARIE J 9821 WINDY CIR LA VISTA NE 68128-	MOORE, SHANNON E & JENNIFER 9803 MELISSA ST LA VISTA NE 68128-	MORGAN, RYAN PATRICK & AMY LEE 2597 SACRAMENTO ST SAN FRANCISCO CA 94115-
MORSS, RONALD G & MARY THERESE 10109 GARY CIR LA VISTA NE 68128-	MUNDORF, TIMOTHY W & KRISTINA K 8125 S 100TH ST LA VISTA NE 68128-	MURPHY II, PATRICK H 10028 FLOYD ST LA VISTA NE 68128-
NOUSS, DIANE S 9831 IDORA ST LA VISTA NE 68128-	O'KEEFE, ETHAN C 9807 IDORA ST LA VISTA NE 68128-	OLSON, TOMAS E & AMY R 10002 DURKOP ST LA VISTA NE 68128-
ONE MAYFAIR PLACE LLC 1718 HILLCREST DR BELLEVUE NE 68005-	ORIN, ROSEMARY T 9900 IDORA ST LA VISTA NE 68128-	ORTGIES, TRACY ALLAN 7815 S 99TH ST LA VISTA NE 68128-
OSBORN, DANIEL R & HEATHER J 9942 IDORA ST LA VISTA NE 68128-	PAI MANAGEMENT LLC 9826 GILES RD LA VISTA NE 68128-	PATTERSON, MICHAEL W & LORYCE M 10102 GARY CIR LA VISTA NE 68128-
PERALES JR, JOSE H 7822 S 97TH CIR LA VISTA NE 68128-	PERNA, CHRISTOPHER J & ERICA R 10029 DURKOP ST LA VISTA NE 68128-	PFEIFER, BERNICE A 7806 S 98TH ST LA VISTA NE 68128-
PHILLIPS, WILLIAM G & LAURA L 9809 WINDY CIR LA VISTA NE 68128-	PINA, SALVADOR & ADRIANA 7726 S 99TH ST LA VISTA NE 68128-	PINKELMAN, TRAVIS R & SARAH M 7821 S 98TH ST LA VISTA NE 68128-

PITCHANAU, DERRICK A & SHANDA L 9811 MELISSA ST LA VISTA NE 68128-	PLUTA, BRYAN J & ELIZABETH A 10028 DURKOP ST LA VISTA NE 68128-	PRICE, JENNIFER A & MARTY L 9905 IDORA ST LA VISTA NE 68128-4256
PUMILIA, RICHARD S & CORTINA M 7831 S 97TH CIR LA VISTA NE 68128-	RAYMOND, PAMELA M & JAMES J 10015 S 100TH CIR LA VISTA NE 68128-	REED SR, RICHARD A 10003 S 100TH CIR LA VISTA NE 68128-
REICHMUTH, BRYAN M & STACY M 7819 S 97TH CIR LA VISTA NE 68128-	REICHMUTH, BRYAN M & STACY M 7819 S 97TH CIR LA VISTA NE 68128-	REICHMUTH, BRYAN M & STACY M 7819 S 97TH CIR LA VISTA NE 68128-
REINEKE, WILLIAM R & JENNI L 10016 FLOYD ST LA VISTA NE 68128-	RIBORDY, LANCE G & ANGELLINA 7812 S 98TH ST LA VISTA NE 68128-	RIHA, JOSEPH J 9801 IDORA ST LA VISTA NE 68128-
RIPA, MICHAEL J & CHERYL E 7830 S 97TH CIR LA VISTA NE 68128-	ROBERTSON, MICHAEL L & CAROL ^ 9906 MELISSA CIR LA VISTA NE 68128-	ROBINO, STEPHEN S & ANN M 10035 DURKOP ST LA VISTA NE 68128-
ROSSI, GIANCARLO & MELISSA T 8140 S 101ST ST LA VISTA NE 68128-	RYAN, RICHARD A & JANICE M 10000 IDORA ST LA VISTA NE 68128-	SALINY, EVAN M & MELANIE A 10022 DURKOP ST LA VISTA NE 68128-
SCHMIDT, JULIE M 7826 S 97TH CIR LA VISTA NE 68128-	SCHRECK, LEVI & KRISTIN 9819 IDORA ST LA VISTA NE 68128-	SHEPOKA, KEVIN & JENNIFER 7809 S 98TH ST LA VISTA NE 68128-
SHERIDAN, SEAN G & MARY PAT 7823 S 97TH CIR LA VISTA NE 68128-	SHERLOCK JR, JAMES W 8134 S 101ST ST LA VISTA NE 68128-	SNELLING, MARK & MELISSA 8127 S 101ST ST LA VISTA NE 68128-
SNIDER, LARRY E & SARA L 8124 S 101ST ST LA VISTA NE 68128-	STENGEL, JOHN G & DEBRA M 10037 IDORA ST LA VISTA NE 68128-	STOVER, BRADLEY S & SHANNON D 10030 IDORA ST LA VISTA NE 68128-
STOVER, MICHAEL J & KERRI E 10010 DURKOP ST LA VISTA NE 68128-	SWOBODA, TIMOTHY A & KELLY A 10006 IDORA ST LA VISTA NE 68128-	SYNOWIECKI, FRANCIS J 9819 MELISSA ST LA VISTA NE 68128-

TENTINGER, MARK & BARBARA 8130 S 101ST ST LA VISTA NE 68128-	TIMM, LOREN E & JUDITH L 11828 OAKAIR PLZ OMAHA NE 68137-	TIMM, SKOT E & MICHELLE M 8131 S 101ST ST LA VISTA NE 68128-
TRAN, BAO T 9901 MELISSA CIR LA VISTA NE 68128-	TRANQUILITY REALTY LLC 15611 HARRISON ST OMAHA NE 68136-	TURNBULL III, WALLACE R 10815 ROCKY MOUNTAIN DR NW ALBUQUERQUE NM 87114-
URWIN, ALAN G 9936 IDORA ST LA VISTA NE 68128-	URZENDOWSKI, ANDREW F 9616 AMY CIR LA VISTA NE 68128-	VANNESS, STEWART K & JUDIE L 10034 FLOYD ST LA VISTA NE 68128-
VOORHEES, COREY R 9820 MELISSA ST LA VISTA NE 68128-	WANG, CHIH H & HEA Y 9939 GARY ST LA VISTA NE 68128-	WARE, ROENEE L 7710 S 98TH ST LA VISTA NE 68128-
WARNER, SHAWN 7824 S 98TH ST LA VISTA NE 68128-	WASILEWSKI, MARK J & JENNIFER A 10023 GARY ST LA VISTA NE 68128-	WEDIGE, LAWRENCE J & SUSAN D 9815 HENRY CIR LA VISTA NE 68128-
WESTER, JOSHUA P & ASHLEY J 10022 FLOYD ST LA VISTA NE 68128-	WESTERFIELD, PHILIP V 10024 IDORA ST LA VISTA NE 68128-	WESTON, SAMUEL R & RENEE P 9902 MELISSA CIR LA VISTA NE 68128-
WEYRAUCH, SEAN E & PENNEY S 9931 FLOYD ST LA VISTA NE 68128-	WITHEY, ARMON C 7837 S 98TH ST LA VISTA NE 68128-	WONDERLICH, AHREN & HEATHER 8129 S 100TH ST LA VISTA NE 68128-
WORDEKEMPER, MIKE 10011 IDORA ST LA VISTA NE 68128-	WU, JENNI 8621 S 100TH ST LA VISTA NE 68128-	WU, SUSAN 1217 WASHINGTON ST BEATRICE NE 68310-
WYNN JR, CLYDE A 8028 S 101ST ST LA VISTA NE 68128-0000	XIE, FENG 9943 FLOYD ST LA VISTA NE 68128-	YARPE, NICHOLAS & KELLY 10007 S 100TH CIR LA VISTA NE 68128-
ZARAYA, RAYMOND J & NANCY L 7830 S 98TH ST LA VISTA NE 68128-0000		

DURKOP, FLOYD & IDORA

9932 FLOYD ST

LA VISTA NE 68128-

HARRISON I-80 LLC
10855 W DODGE RD
OMAHA NE 68154-

I-80 BUSINESS PARK LLC
1718 HILLCREST DR
BELLEVUE NE 68005-

I-80 BUSINESS PARK LLC
1718 HILLCREST DR
BELLEVUE NE 68005-

PROGRESSIVE CASUALTY
5920 LANDERBROOK DR BLDG 3
MAYFIELD HEIGHTS OH 44124-

MCDERMOTT, ADA
425 N RAWHIDE
OLATHE KS 66061-3695

MCDERMOTT, ADA
425 N RAWHIDE
OLATHE KS 66061-3695

PAPIO-MISSOURI RIVER NATURAL
8901 S 154TH ST
OMAHA NE 68138-

PAPIO-MISSOURI RIVER NATURAL
8901 S 154TH ST
OMAHA NE 68138-

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA

Subject:	Type:	Submitted By:
THOMPSON CREEK, PHASE VI, PART 2 WATERSHED RESTORATION NET GRANT CONTRACT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a 2013 Grant Contract with the Nebraska Environmental Trust (NET) for funding from their Environmental Trust Fund for activities associated with Thompson Creek Watershed Management. This is identified in the CIP as Phase VI, Part 2 of the Thompson Creek project.

FISCAL IMPACT

The FY 12/13 Capital Improvement Program (CIP) provides funding for this project.

RECOMMENDATION

Approval subject to review by the City Attorney.

BACKGROUND

The City submitted grant applications to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust (NET) in the fall of 2012 for funding of the Thompson Creek Watershed Management Project. Those applications were required in order to seek funding from the PMRNRD at the 60% level in their Urban Drainageway Program. A grant application was made to the PMRNRD in early March 2013 and is currently pending review and approval.

A grant from the NDEQ using EPA Section 319 funds has been approved for \$525,000. subject to completion of documentation and a grant from the Papio-Missouri River Natural Resources District is pending. If subsequent years of the grant request to the NET are approved, then funding of the City share of the project will need to be considered in the FY 14 and FY 15 budgets.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NEBRASKA ENVIRONMENTAL TRUST (NET) FOR ACTIVITIES ASSOCIATED WITH THOMPSON CREEK WATERSHED MANAGEMENT FOR THOMPSON CREEK PHASE VI, PART 2 IN LA VISTA.

WHEREAS, the City Council of the City of La Vista has determined that said Thompson Creek improvements are necessary; and

WHEREAS, the FY 2012/13 Capital budget contains funding for this project; and

WHEREAS, the project has been designated as being eligible for a grant from the Nebraska Environmental Trust in the amount of \$525,000.; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorize the Mayor to enter into an agreement with Nebraska Environmental Trust for a grant for activities associated with Thompson Creek Watershed Management for Thompson Creek Phase VI, Part 2 in La Vista subject to review by the City Administrator and City Attorney.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

NEBRASKA ENVIRONMENTAL TRUST

2013 GRANT CONTRACT

A. PARTIES TO THE CONTRACT

This contract is entered into by and between the Nebraska Environmental Trust (the Trust) and the La Vista, City of (the Sponsor).

B. PRIMARY CONSIDERATIONS OF THE CONTRACT

The Sponsor submitted an application, **13-110 – Thompson Creek Watershed Restoration** to the Trust for a grant on or before September 4, 2012. On April 4, 2013, following evaluation of the application and any attachments, the Trust Board approved a grant in the amount of up to **\$525,000** to be awarded as provided by this contract consistent with the Environmental Trust Fund Act of 1992 and subsequent provisions, rules and regulations and pending available funds. The project application and all associated documents are by reference made part of this contract. By entering into this contract, the Sponsor(s) commit to the implementation of the project as described in the application, and subsequent correspondence, documentation and amendments.

At the request of the Trust, a new budget outline will be by the Sponsor. This outline replaces any previous project budget information submitted and is by reference made part of this grant contract.

C. TERM OF THE FUNDING PERIOD AND CONTRACTUAL OBLIGATIONS

The project funding period shall begin with the last date this contract is signed and shall terminate on **June 30, 2014**. Funds not expended within this period shall be immediately forfeited by the Sponsor without action by the Trust. The terms and conditions of this contract shall remain in effect for the useful life of the project and its components, except as otherwise provided.

D. REPORTING OBLIGATIONS OF THE SPONSOR

1. Financial Reports and request for disbursement.

The Sponsor hereby agrees to submit properly documented statements of costs for which grant funds are sought, pursuant to the terms of this contract, for approved grant activities on a form that will be supplied by the Trust. Proper documentation shall be considered to be copies of original invoices containing the name, address and social security number or federal tax identification number of the vendor and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the project representative of the Sponsor(s).

The Trust will reimburse the Sponsor for these costs following receipt of the statements and reports specified in this section, subject to conditions contained in this section, Section E and elsewhere in this contract.

The Sponsor agrees to file such statements and reports according to the following schedule:

Project Period	Report Due Date
From inception through June 30, 2013	July 31, 2013
From July 1 through September 30, 2013	October 31, 2013
From October 1 through December 31, 2013	January 31, 2014
From January 1 through March 31, 2014	April 30, 2014
From April 1 through June 30, 2014	July 31, 2014

2. Project progress and activity reports.

The Sponsor agrees to provide periodic reports including a narrative description of all project activities, participants, outcomes, variances and deviations from the project application according to the above schedule.

A final report is also due 30 days after the termination of the contract. This report must include a summary of the activities, partners, and results of the project from inception to completion and include all in-kind and matching contributions. This final report must also include quantifying results and statistics about the project's success. The report should include results such as volumes recycled, acres planted, acres restored, linear feet of bank restored, etc.

E. CONDITIONS GOVERNING TRANSFER OF FUNDS

The Trust will transfer the funds specified in this contract to the Sponsor following receipt and audit of required documentation as specified in Section D. The Trust may, at its discretion, reduce the amount of any transfer or withhold payment pending resolution of any dispute regarding any expenditure, activity or statement submitted by the Sponsor.

All funds disbursed to the Sponsor pursuant to this contract shall be disbursed solely for costs necessarily incurred in the execution of the project as described in the application and associated documents, including any amendments thereto which are approved by the Trust.

Any and all interest earned by the grant funds after transfer to the Sponsor are considered a part of the grant and are subject to all requirements and conditions of the grant. Such interest is to be reported on the first report filed by the Sponsor as required in Section D of this contract after such interest is accounted to the Sponsor.

Costs paid, accrued or authorized by the Sponsor prior to the effective date of this contract shall be incurred at the risk of the Sponsor and the Sponsor shall not be entitled to reimbursement without specific Trust approval.

The Trust may suspend financial assistance provided under this contract pending corrective action required of the Sponsor by the Trust or pending a decision to terminate the grant by the Trust as described in Section K of this agreement or under any provisions of Nebraska law.

F. PROJECT MODIFICATION

The Sponsor will promptly report all proposed additions, deletions or modifications of any component of the project, or any changes in the purpose or purposes of the project by submitting to the Trust in writing a request to amend the agreement. The Trust will not be liable for funding any portion of such additions, deletions or modifications until and unless it has affirmed in writing to the Sponsor approval of the amendments proposed. Requests for extensions of the expiration date must be received prior to the expiration date of the contract to be considered. If the extension request puts the project beyond the three year project limit it must be considered by the Trust board. The board will consider whether additional time will allow the project to be completed as stated in the application and/or as previously modified and whether delays in the project timeline are due to circumstances beyond the control of the sponsor. Any funds remaining at the end of the project period will be returned to the Trust.

G. PUBLIC NOTICE OF GRANT AWARD

The Sponsor agrees to provide prominent display of the Trust logo and text acknowledging the use of the grant at any project site impacted by the grant, on major pieces of equipment purchased with grant funds, and in publications referencing the funded project. Language provided by the Trust shall be included in all media releases and other publicity pieces developed by the Sponsor about the funded project.

To the extent requested by the Trust, and its agents, to include the Nebraska Lottery, the Sponsor agrees to: 1) the use of the Sponsor's name, project name and description; 2) documentation of project development activities and successes for use in broadcasts, publications and advertisements; 3) placement of signs provided

by the Trust and the Nebraska Lottery on the project location or otherwise displaying acknowledgment that said project is funded, or partially funded, by the Nebraska Lottery; and 4) coordination with the Trust and the Nebraska Lottery in various events, including announcement of the grant, presentation of signs and displays, and similar events.

H. LICENSES/PERMITS

The Sponsor shall acquire, obtain or receive all state and federal licenses and/or permits required by law prior to initiation of the project. It is the responsibility of the Sponsor to discover and comply with all state, local and federal rules, regulations or laws that pertain to the implementation and completion of the project. The Sponsor shall include copies of all such licenses/permits to the Trust with the activity reports submitted to the Trust office.

I. SITE INSPECTIONS

The Sponsor agrees to promptly submit to all requests for site inspections by any state or federal official acting in the course of his/her duties. The Sponsor agrees to make available all financial records and documents as necessary on request of the Trust or its agents. Financial records, supporting documents and all other records pertinent to this grant shall be retained for a period of three years following notification from the Trust Board that the grant has been officially closed, except the records shall be retained beyond the three-year period if audit findings have not been resolved.

J. TRANSFER/DISPOSAL OF REAL OR PERSONAL PROPERTY

The Sponsor will not sell, lease, transfer, exchange, mortgage or encumber in any manner whatsoever all or any portion of any real (including land acquisitions, easements or improvements) or other property acquired in whole, or in part, by Trust funds without the prior written permission of the Trust, which will not be unreasonably withheld. The Sponsor shall notify the Trust in writing of any proposed sale, lease, transfer, exchange, mortgage or encumbrance at least thirty days in advance and obtain written approval from the Trust. In the event that the Trust does not agree to the sale, lease, transfer, exchange, mortgage or encumbrance of said property, the Sponsor may repay the value of the grant to the Trust and is released from all further obligations. Otherwise repayment will be calculated according to the adopted policies of the Trust board regarding the transfer or sale of Trust funded equipment. The Sponsor will notify the Trust when any equipment purchased in whole or in part with grant funds is no longer usable during the service life of the equipment.

K. TERMINATION OF THE CONTRACT PRIOR TO EXPIRATION DATE

The Sponsor understands and agrees that failure to comply with any of the terms of this contract may result in the revocation or cancellation of Trust approval and funding and/or a demand for repayment of any funds previously paid to the Sponsor by the Trust.

The Trust may terminate the project, in whole or in part, at any time before the expiration date of this contract whenever the Trust determines that the Sponsor has failed to comply with the conditions of the grant. The Executive Director of the Trust will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date.

By mutual agreement, the project may be terminated, modified or amended. When both parties agree to terminate the grant, in whole or in part, the parties will agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

Trust payments to the Sponsor or recoveries by the State of Nebraska under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

L. LIABILITY

The Sponsor agrees to hold and save the State of Nebraska, the Environmental Trust Board, and their officers, agents and employees free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due to, or incidental to, either in whole or in part, and whether directly or indirectly, the design, construction, operations, repairs, maintenance, implementation, assistance or failure of the project, or any of its works or facilities.

M. ADDITIONAL TERMS AND CONDITIONS

HISTORIC PRESERVATION:

The Sponsor agrees to undertake at its own expense any action that may be required to determine the presence of cultural resources and to undertake any subsequent measures which may be required to ensure the preservation of such resources which may be discovered. The Sponsor agrees to comply with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended, where historic structures are determined to exist on any site where Trust Funds are expended.

THREATENED & ENDANGERED SPECIES:

The Sponsor agrees to undertake at its own expense any action that may be required to ensure compliance with the Nongame and Endangered Species Conservation Act is Neb. Rev. Stat. 37-801 to 37-811.

OPERATIONS:

All operation, replacement and maintenance of the project shall be carried out and applied in such a manner so as to accomplish the purposes of the project as set forth in the Sponsor's application and associated materials, including any amendments thereto which have been approved by the Trust, for the useful life of the project.

ENGINEERING:

The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site as appropriate to ensure that the completed work conforms substantially in accordance with the proposed plans and specifications, according to accepted standards and practices.

EQUIPMENT:

The Sponsor will report to the Trust all equipment purchased with full or partial funding on a form to be provided by the Trust. The Sponsor will identify such equipment as purchased with Trust funding in the Sponsor's inventory for the useful life of the equipment.

The Sponsor will obtain at least two (2) bids for any equipment purchased costing \$1,000.00 or more, for which more than one vendor is available. The Sponsor will provide the names of bidders to the Trust at the time a request for reimbursement is submitted. Such bids shall be held in the Sponsor's files for three (3) years.

The Sponsor agrees to purchase and maintain property insurance at its own expense to insure all equipment valued at \$1,000 or more which is purchased in whole or in part with funds received from the Trust. This insurance shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such equipment in an amount equal to the replacement value of the equipment for the useful life of the equipment (as defined in the Nebraska Depreciation for personal property used in business tables). The Sponsor shall name the Trust beneficiary of the policy and shall assure that proof of coverage shall be kept current. Evidence of current coverage will be requested annually by the Trust office. Upon request for reimbursement the Sponsor will provide the Trust with the policy of insurance for equipment purchased, in whole or in part, with funds received from the Trust.

REAL ESTATE:

Additional conditions exist beyond the expiration date of this contract. These conditions include continued access to the properties affected by this contract for periodic reviews and visits, annual accounting reports on Trust funded Defense Funds (Easements Only) and proof of annual tax payments. The Trust must also be notified in writing of any plans to sell, lease, transfer, exchange, mortgage or encumber the property. The Sponsor will be required to obtain written Trust approval for any such transaction and negotiate the terms of the transaction with the Trust (which may include partial or whole repayment of the grant). If the Trust determines, at any time prior to or following expiration of this contract, that the Sponsor has failed to comply with the terms and conditions of this contract it may take action to recover Trust contributions to the project. The terms and conditions of this contract shall survive the expiration date of this contract.

Nebraska law shall govern the interpretation and enforcement of this contract. The parties acknowledge that this contract, as outlined in Section B, contains the entire agreement between them, supersedes any prior agreements and conversations, and may not be modified except by written agreement signed by all parties.

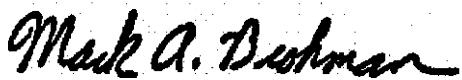
NEBRASKA ENVIRONMENTAL TRUST



By: _____

Gloria Erickson, Chair

Date: April 4, 2013



By: _____

Mark A. Brohman, Executive Director

Date: April 4, 2013

AUTHORIZED REPRESENTATIVE OF SPONSOR

By: _____

Printed Name: _____

Title: _____

Date: _____

Federal Tax Identification Number

-OR-

Social Security Number of Individual

ITEM D

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT - CONCESSION STAND OPERATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an extension to the contract with HAMS, Inc., Laurie Hamzhie, for operation of the concession stands at LaVista Sports Softball Complex, La Vista Soccer Complex, City Park, and the La Vista Community Center.

FISCAL IMPACT

The Contractor will pay the City a monthly commission of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center.

RECOMMENDATION

Approval.

BACKGROUND

HAMS, Inc. has been under contract with the City of La Vista since 2005 for concession stand operations. The current contract expires on April 30, 2013 and staff is recommending that an extension be granted for two years. FY 11/12 \$2,262.00 was received in commission and FY 12/13 year to date \$538.00 has been received in commission.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR CONTRACT WITH HAMS, INC., OMAHA, NEBRASKA, FOR THE OPERATION OF CONCESSIONS AT THE SPORTS SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City with HAMS Inc.; and

WHEREAS, HAMS, Inc. operated concessions at various recreation sites in the City since 2005; and

WHEREAS, the current contract with HAMS, Inc. will expire in April of 2013; and

WHEREAS, the Recreation Director recommends extending the current contract with HAMS, Inc. for two years; and

WHEREAS, the contract provides for Hams Inc. to make payments of 10% of the gross revenues from all sales to the City; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a two-year contract with HAMS Inc., Omaha, Nebraska, for the operation of the concessions at the Sports Softball Complex, Soccer Complex, City Park and Community Center.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013

CITY OF LA VISTA

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

Douglas Kindig, Mayor

**SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER
CONCESSION OPERATION AGREEMENT**

THIS SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT is made and entered into APRIL _____, _____ by and between the City of La Vista, a Nebraska municipal corporation (hereinafter referred to as the "City") and Hams Inc., a Nebraska corporation, (hereinafter collectively referred to as "Contractor"), and Laurie Hamzhie (hereinafter referred to as "Guarantor").

WHEREAS, City has established and caused to be operated on its behalf, a softball complex concession stand, soccer complex concession stand, city park concession stand and community center concession stand; and

WHEREAS, City has determined that it is necessary and desirable to cause the softball complex concession stand, soccer complex concession stand, city park concession stand and community center concession stand as defined herein (the "Concession Operations") to be operated by Contractor as an independent contractor of City; and

WHEREAS, Contractor is willing and able to manage and operate such Concession Operations in accordance with terms hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, terms, and covenants contained, the parties hereto agree as follows:

1. **Appointment of Contractor.** The City hereby appoints Contractor, and Contractor hereby accepts such appointment, to operate the Concession Operations on behalf of the City pursuant to the terms contained herein. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to Softball Complex, Soccer Complex, City Park and Community Center Concessions Operations; preparation and submission of statements of operations; operation of Softball Complex, Soccer Complex, City Park and Community Center collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverage's; maintenance and cleaning of the Softball Complex, Soccer Complex, City Park and Community Center concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of Laurie Hamzhie. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during such hours as determined by the City and the City's Recreation Director.
2. **Independent Contractor.** In all matters pertaining to Concession Operations, Contractor is and shall be an independent contractor. Nothing contained in the Agreement or in the practice or course of dealing between the parties shall be construed to create a partnership, joint venture, agency or employment relationship or to create in Contractor any ownership interest in the Concession Buildings Softball Complex, Soccer Complex, City Park and Community Center or the operations thereof, except as otherwise specifically provided herein. No employee of Contractor shall be deemed to be an employee of city. However, the City expressly reserves the right to approve matters pertaining to policy for the concession Operations, including but not limited to, general staffing and qualifications therefore, concession products, and inventory mixture. Contractor acknowledges and agrees that it shall be the obligation of Contractor to report all income, compensation and fees received hereunder and to pay all applicable taxes in respect thereto and Contractor shall indemnify and hold harmless City against any obligation

imposed on City to pay withholding, social security, unemployment or other taxes, including interest and penalties in connection with any payments made to Contractor.

3. **Contractor's Employee's.** Contractor shall be responsible for hiring and staffing of employees at the concession stands and shall be responsible for the withholding and payment of all payroll taxes and the payment of all compensation and fringe benefits of its staff in compliance with all applicable laws.
4. **Term and Termination.** This Agreement shall be and become effective commencing May 1, 2013, and shall be effective for a term of two (2) years ending on April 30, 2015, with the option to renew for two additional twelve (12) month periods at the discretion of both the City and the Contractor. Notwithstanding the foregoing, either the City or Contractor may terminate this Agreement for any reason at any time upon written notice given from one party to the other at least thirty (30) days prior to the effective date of termination; provided, however, that if Contractor desires to terminate this Agreement and the date of termination is to occur during the months of March through October, Contractor shall provide at least ninety (90) days notice of termination. Notice of termination of the agreement shall not negate the contractor's obligation to pay rental fees to City and Contractor's obligation to operate Concession Operations as provided herein to the date of termination.
5. **Record Keeping Requirements.** Contractor agrees to maintain or cause to be maintained, on a calendar year basis, complete books and records of all aspects of the Concession Operations. Contractor shall submit to the City monthly financial reports for said operations no later than ten (10) days following the last day of each month's operations. Such monthly reports shall contain all information related to revenues, expenses, inventories and cost of goods sold, taxes and fees for the month reported. Contractor shall submit a year end report to City reporting such operations for the previous year on or before January 1st of each year. All records and reports shall be kept by Contractor in the manner and on the forms approved by City. City reserves the right to prescribe cash handling, accounting and reporting practices and procedures which shall be strictly followed by Contractor and shall at any time have the right without notice to review and examine all books and records of Contractor relating to the concession Operations. In addition, the City reserves the right to conduct, or cause to be conducted, an audit of contractor's books and records pertaining to the concession Operations, annually or more frequently as it shall determine. In such event, the City shall pay for the expense of such audit, provided however, that if such audit discloses shortages or non-compliance on the part of the Contractor, then Contractor shall pay the cost of the audit.
6. **Equipment and Furnishings.** Except for Concession inventory, supplies, and equipment purchased by Contractor in connection with Concession Operations, all machinery, equipment, furnishings and replacements thereof, whether purchased or leased by City, shall be the property of the City, and, at the termination of this Agreement, possession thereof shall be peaceably given to the city. All machinery, equipment and furnishings owned or leased by the City and used by the Contractor for Concession Operations shall be maintained, cleaned and repaired in a husband like manner by Contractor and Contractor shall, at all times, keep said machinery, equipment and furnishings in good working condition and repair. All City parts, mechanisms and devices required to keep the City equipment running in good repair shall be provided at the expense of the City. All Contractor parts, mechanisms and devices required to keep the Contractor equipment running in good repair shall be provided at the expense of the Contractor. Contractor shall have no authority to mortgage, encumber or otherwise hypothecate any of such equipment, machinery and furnishings, or to contract on behalf of the City for any improvements or repairs which would give rise to a mechanic's, artisan's or other lien against any of the same.
7. **Fees.** In consideration of use of the Concession buildings in accordance with the terms of this Agreement, Contractor shall pay operation fees as follows:

- a. Contractor shall pay to the City a commission in the amount of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center premises. Commissions shall be paid to City by contractor on a monthly basis no later than the 10th day of the month and shall accompany the contractor's monthly financial report.
8. **Insurance.** Contractor shall provide and maintain, at its own expense, general liability insurance in the amount of \$1,000,000 combined single limit for products liability insurance, property damage insurance and personal injury insurance. Contractor shall name the City as additional insured as pertains to the performance of this agreement. The insurance policies shall insure the City from any and all demands, claims, and causes of action at law or in equity resulting from the performance of these services. Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services. Contractor shall provide and at all time maintain, at its own expense, Workers' Compensation coverage on all personnel employed by Contractor in connection with the concession Operations with such endorsements as City shall deem appropriate and with an insurer acceptable to the City. Contractor shall provide City with certification of such insurances, subject to the approval of the City Attorney.
9. **Notices.** Any notices or payments required hereunder shall be made in writing and delivered personally or by the U.S. mail in certified or registered form, with postage fully prepaid, and addressed as follows:

If to the Corporation:

City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128

If to the Contractor:

Laurie Hamzhie
14930 N Circle
Omaha, Nebraska 68137

or such different address as either party may designate in writing to the other. Notice shall be deemed given or made upon request.

10. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
11. **Binding Nature.** This agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.
12. **Waiver.** No waiver by either party to this Agreement at any time of any breach of the other party of or compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time.
13. **Counterparts.** This document may be executed in one or more counterparts, each of which shall be deemed to be an original and each of which shall constitute the parties' Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. It may not be amended except by a writing signed by the parties hereto.

15. **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

CITY OF LA VISTA, NEBRASKA,
A municipal corporation

BY: _____
Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

CONTRACTOR: HAMS Inc.
A Nebraska corporation,

BY: _____
Laurie Hamzhie, President

"Personal Guarantees:

The undersigned hereby guarantees full performance of Hams, Inc. under the foregoing Agreement.

Date: _____

Laurie Hamzhie, Guarantor

The undersigned husband of Laurie Hamzhie, Guarantor, hereby guarantees full performance of Hams, Inc. under the foregoing Agreement.

Date: _____

Bijan Hamzhie

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA

Subject:	Type:	Submitted By:
CENTRAL PARK ELECTRICAL UPGRADE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a contract with Vierregger Electric Company, Omaha, Nebraska, for upgrading electrical service for two (2) power poles in Central Park for an amount not to exceed \$5,120.00.

FISCAL IMPACT

The FY 2012/13 Lottery Fund Budget provides funding for the proposed project.

RECOMMENDATION**APPROVAL****BACKGROUND**

The carnival and vendor committee requested funding in the FY 2012/13 Budget in order to upgrade two power poles located on the north side of Central Park. Lack of adequate power sources continues to be an on-going problem during La Vista Daze. The current electrical system on both power poles plus the upgrades can be reused at a different location if impacted by future Thompson Creek Channel Improvements.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH VIERREGGER ELECTRIC COMPANY, OMAHA, NEBRASKA FOR UPGRADING ELECTRICAL SERVICE FOR TWO (2) POWER POLES IN CENTRAL PARK IN AN AMOUNT NOT TO EXCEED \$5,120.00

WHEREAS, the City Council of the City of La Vista has determined that upgrading electrical service for two (2) power poles in Central Park is necessary; and

WHEREAS, the FY 2012/13 Lottery Fund will provide funds for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the execution of a contract with Vierregger Electric Company, Omaha, Nebraska for upgrading electrical service for two (2) power poles in Central Park in an amount not to exceed \$5,120.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PROPOSAL

1390



VIERREGGER ELECTRIC CO.
4349 South 139th Street
Omaha, Nebraska 68137

Ph# (402) 896-8008
Fax (402) 896-6559

TO: City of La Vista
Attn: Brian Lukasiewicz
9900 Cornhusker Road
Lavista, NE 68128

RECEIVED	
NOV 16 2012	
PHONE	DATE 11/14/12
JOB NAME / LOCATION	
JOB NUMBER	
JOB PHONE	

LR Daze

08.01.030301

We hereby submit specifications and estimates for:

RE: Central Park

Item Description:

Replace existing 100 amp services on two (2) power poles on north side of park with 200 amp services.

Add 50 amp 240/120 volt outlets as requested on poles.

Reconnect existing circuits and outlets into new services.

Labor & equipment:	\$	3,200.00
Materials:	\$	1,920.00
Sales tax:		exempt
Total:	\$	5,120.00

Applicable state and local sales tax on materials only to be determined upon project completion

We Propose hereby to furnish material and labor— complete in accordance with the above specifications, for the sum of:
Five thousand one hundred twenty and no/100s dollars (\$ 5,120.00).

Payment to be made as follows:

Due as billed.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications Authorized Involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

D. Vier
Note: This proposal may be withdrawn by us if not accepted within

30 days.

Acceptance of Proposal— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature _____

Signature _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA

Subject:	Type:	Submitted By:
PURCHASE OF DIGITAL RADIOS	◆RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to accept the proposal submitted by D & D Communications to purchase four (4) Motorola 800 MHz P25 digital radios in an amount not to exceed \$18,338.

FISCAL IMPACT

The FY 12/13 Capital Improvement Program (CIP) provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The current 800 MHz Sarpy County Communications system is over 15 years old and will no longer be supported by Motorola within the next four years. Consequently, any La Vista portable and mobile radios that do not conform to a P25 digital system will no longer be operational on a new digital system yet to be purchased by Sarpy County within the next four years. An assessment of all city-owned radios was conducted and necessary replacement radio purchases are to be spread out from 2012-2015.

Motorola 800 MHz radios are on a Western States Contracting Alliance (WSCA) contract and D & D Communications is a vendor for Motorola radios.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPOSAL SUBMITTED BY D & D COMMUNICATIONS, OMAHA, NE FOR PURCHASE OF FOUR (4) MOTOROLA 800 MHZ P25 DIGITAL RADIOS IN AN AMOUNT NOT TO EXCEED \$18,338.00.

WHEREAS, the City Council of the City of La Vista has determined that purchasing the Motorola 800 MHz P25 digital radios is necessary; and

WHEREAS, said purchase of Motorola 800 MHz P25 digital radios is in the best interest of the citizens of La Vista.

WHEREAS, the FY13 budget contains funding for this project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, accept the proposal submitted by D & D Communications Omaha, NE for purchase of four (4) Motorola 800 MHz P25 digital radios in an amount not to exceed \$18,338.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**



Quote Number: QU0000226590
Effective: 29 MAR 2013
Effective To: 27 JUN 2013

Bill-To:

LA VISTA, CITY OF
8116 PARKVIEW BLVD
LA VISTA, NE 68128
United States

Ultimate Destination:

LA VISTA, CITY OF
7701 S 96TH ST
LA VISTA, NE 68128
United States

Attention:

Name: Kevin Pokorny
Email: kpokorny@cityoflavista.org
Phone: 402-331-1582

Sales Contact:

Name: Bob Stephany
Email: bobs@firstwirelessinc.com
Phone: 4028956100

Contract Number: WSCA STANDARD

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	4	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE ENH: DES,DES-XL,DES-OFB ENCRYPTION	\$3,317.00	\$13,268.00
1a	4	Q625AX	ADD: ASTRO DIGITAL CAI OPERATION		
1b	4	Q806BM	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1c	4	QA01648AA	ADD: EXTREME 1-SIDED NOISE REDUCTION		
1d	4	QA01833AH	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE		
1f	4	H38BT	ADD: SMARTZONE OPERATION		
1g	4	Q361AR	ADD: P25 9600 BAUD TRUNKING		
2	4	WPLN7080A	IMPRES CG SU APX7000 US/NA/CA/LA	\$100.00	\$400.00

Total Quote in USD

\$13,668.00

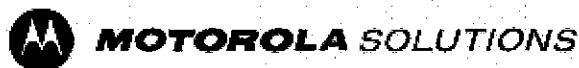
* This quote contains items with approved price exceptions applied against it

The attached quote reflects an additional \$400 discount per radio on the APX6000 handheld above the standard discount available under the WSCA contract. This additional discount is contingent on this order being placed during the month of April and shipped by April 30th, 2013.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format

>Identify Tax Exemption Status (where applicable)
>Include a Signature (as Required)



Quote Number: QU0000225846
Effective: 25 MAR 2013
Effective To: 24 MAY 2013

Bill-To:

LA VISTA, CITY OF
8116 PARKVIEW BLVD
LA VISTA, NE 68128
United States

Ultimate Destination:

LA VISTA, CITY OF
9900 PORTAL RD
LA VISTA, NE 68128
United States

Attention:

Name: Kevin Pokorny
Phone: 402-331-1582

Sales Contact:

Name: Mark Neill
Email: mn@firstwirelessinc.com
Phone: 4028956100

Contract Number: WSCA STANDARD

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	2	M22URS9PW1AN	APX4500 7/800	\$2,170.00	\$4,340.00
1a	2	G24AX	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE		
1b	2	Q443BU	ADD: SOFTWARE ANALOG 3600 BAUD		
1c	2	G66AX	ADD: DASH MOUNT WWM		
1d	2	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870		
1e	2	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1f	2	B18CR	ADD: AUXILIARY SPKR 7.5 WATT		
1g	2	G444AH	ADD: CONTROL HEAD SOFTWARE		

Total Quote in USD

\$4,340.00

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE

PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL
MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Pam Buethe

From: Kevin Pokorny
Sent: Thursday, April 11, 2013 8:10 AM
To: Pam Buethe
Subject: FW: Quotes

Here is the quote I received for the programing of the radios. If you need this included with the purchase of the radios.

Kevin L. Pokorny
Police Captain
La Vista Police
7701 South 96th Street
La Vista, NE 68128
Phone 402.331.1582
Fax 402.331.7210
E-mail: kpokorny@cityoflavista.org

FBINAA Session 216



NOTICE: This e-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication (including any attachments) is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it.

From: Bob Stephany [mailto:BobS@firstwirelessinc.com]
Sent: Tuesday, April 02, 2013 3:31 PM
To: Kevin Pokorny; Mark Neill
Subject: RE: Quotes

Hey Kevin,

REAL close. The programming will be \$330, PO to First Wireless Inc or D&D Communications. \$130 for the APX 4500 (\$95 + \$35) and \$200 for the APX6000's (\$95 + \$35+\$35+\$35)

Totals are right on the \$4,340 and \$13,668. PO or PO's made out to Motorola Solutions on the radios themselves.

Let us know if you have any other questions at all.

Have a good evening!

Bob Stephany

D&D Communications

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE CHEMICAL ROOT CONTROL FOAMING MACHINE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2013 Vaporooter Jet Set Commander from Nebraska Environmental Products, Lincoln, Nebraska, that will include training and a two-year warranty in an amount not to exceed \$36,000.

FISCAL IMPACT

The FY 2012/13 Sewer Fund Budget includes funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The proposed purchase will replace the current 1993 Vaporooter unit. The current unit is trailer-mounted and requires the use of another vehicle to transport it to job sites. It also requires employees to mix the root control chemical by hand. The current equipment requires four employees to conduct the root foaming operation. Over the last two years the use of the existing equipment has been discontinued due to safety concerns and the root foaming has been done with equipment borrowed from the vendor which is not a long term solution. The new unit has computerized equipment that mixes the chemical and greatly reduces the employee exposure. It also allows the operation to be conducted with two persons. The new equipment will be mounted in the sewer jet truck that was purchased last year and eliminates the need for a separate vehicle to pull the trailer-mounted equipment.

The system is manufactured by the company that supplies the root control chemical. This chemical has been used by the City for a number of years and employees have been trained in the use of this chemical. The manufacturer has authorized Nebraska Environmental Products to be the sole distributor of Vaporooter equipment and chemicals for the State of Nebraska. Therefore, competitive bids were not sought for this piece of equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) VAPOROOTER JET SET COMMANDER FROM NEBRASKA ENVIRONMENTAL PRODUCTS, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$36,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Vaporooter Jet Set Commander is necessary; and

WHEREAS, the FY 2012/13 Sewer Fund Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) Vaporooter Jet Set Commander from Nebraska Environmental Products, Lincoln, Nebraska in an amount not to exceed \$36,000.00

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA

Subject:	Type:	Submitted By:
APPROVAL OF CHANGE TO NUMBER OF BOARD MEMBER POSITIONS - LA VISTA COMMUNITY FOUNDATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to approve a change to the number of board member positions from 13 to 15 on the Board of Directors of the La Vista Community Foundation.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Section 1 of Article II of the Foundation Bylaws allows the Foundation Board to from time to time establish the number of Board member positions, subject to approval of the City Council of the City of La Vista.

A signed copy of the Unanimous Consent is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A CHANGE TO THE NUMBER OF BOARD MEMBER POSITIONS FROM THIRTEEN (13) TO FIFTEEN (15) ON THE BOARD OF DIRECTORS OF THE LA VISTA COMMUNITY FOUNDATION

WHEREAS, the La Vista Community Foundation has determined that an increase in the size of the Board of Directors members from thirteen (13) to fifteen (15) is necessary; and

WHEREAS, Section 1 of Article II of the Foundation Bylaws allows the Foundation Board to from time to time establish the number of Board member positions, subject to approval of the City Council of the City of La Vista; and

WHEREAS the La Vista Community Foundation has presented a copy of the Unanimous Consent signed by all members of the Board; and

WHEREAS the City Council of the City of La Vista has determined this increase is necessary;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve a change to the number of board member positions from thirteen (13) to fifteen (15) on the Board of Directors of the La Vista Community Foundation.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**UNANIMOUS CONSENT OF DIRECTORS
LA VISTA COMMUNITY FOUNDATION**

WHEREAS, the La Vista Community Foundation is a Nebraska nonprofit corporation that was formed on August 19, 1999 ("Foundation"); and

WHEREAS, the Foundation Board of Directors ("Board") currently has 13 Board member positions; and

WHEREAS, the Board desires to increase the size of the Board to 15 Board member positions; and

WHEREAS, Section 1 of Article II of the Foundation Bylaws allows the Foundation Board to from time to time establish the number of Board member positions, subject to approval of the City Council of the City of La Vista.

WHEREAS, Section 11 of Article II permits the Foundation Board to act by unanimous written consent in lieu of taking action at a meeting.

NOW, THEREFORE, the undersigned, constituting all of the Directors of the Foundation, hereby waive any notice required and adopt and approve the following resolutions in lieu of holding a meeting to consider the same:

BE IT RESOLVED, that, subject to approval of the City Council of the City of La Vista, the number of Directors of the Foundation Board of Directors shall be fifteen.

BE IT FURTHER RESOLVED, that a copy of this Unanimous Consent shall be submitted with the City Council of the City of La Vista for approval.

BE IT FURTHER RESOLVED, that this Unanimous Consent shall be effective on the later of the date the last Director signs this Consent or La Vista City Council approval is obtained.

BE IT FURTHER RESOLVED, that the actions approved in this Unanimous Consent shall have the same force and effect as if taken by resolution at a meeting duly called, convened and held pursuant to the Nebraska Nonprofit Corporation Act, and that the Secretary of the Corporation or his or her designee is hereby directed to include this Unanimous Consent in the minutes and file it with the corporate records.

2-19-2013
Date

DeeDee Wuest
Board Member

2-19-13
Date

Tom Kafour
Board Member

2-19-13

Date

T. S.

Board Member

2-19-13

Date

Sukhneet

Board Member

2-19-13

Date

Terryllyn Quack

Board Member

2-19-13

Date

Ch. M. Nah

Board Member

2/26/13

Date

Tom McK

Board Member

2/27/13

Date

Lynn Paul

Board Member

2/27/13

Date

Kevin Paul

Board Member

3/27/13

Date

Chris

Board Member

Date

Vacant

Board Member

Date

Vacant

Board Member

Date

Vacant

Board Member

I

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR PIZZA WEST DBA PIZZA WEST, LA VISTA, NEBRASKA.

WHEREAS, Pizza West dba Pizza West, 12040 McDermott Plaza, Suite 200, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Pizza West dba Pizza West, 12040 McDermott Plaza, Suite 200, La Vista, Sarpy County, Nebraska.

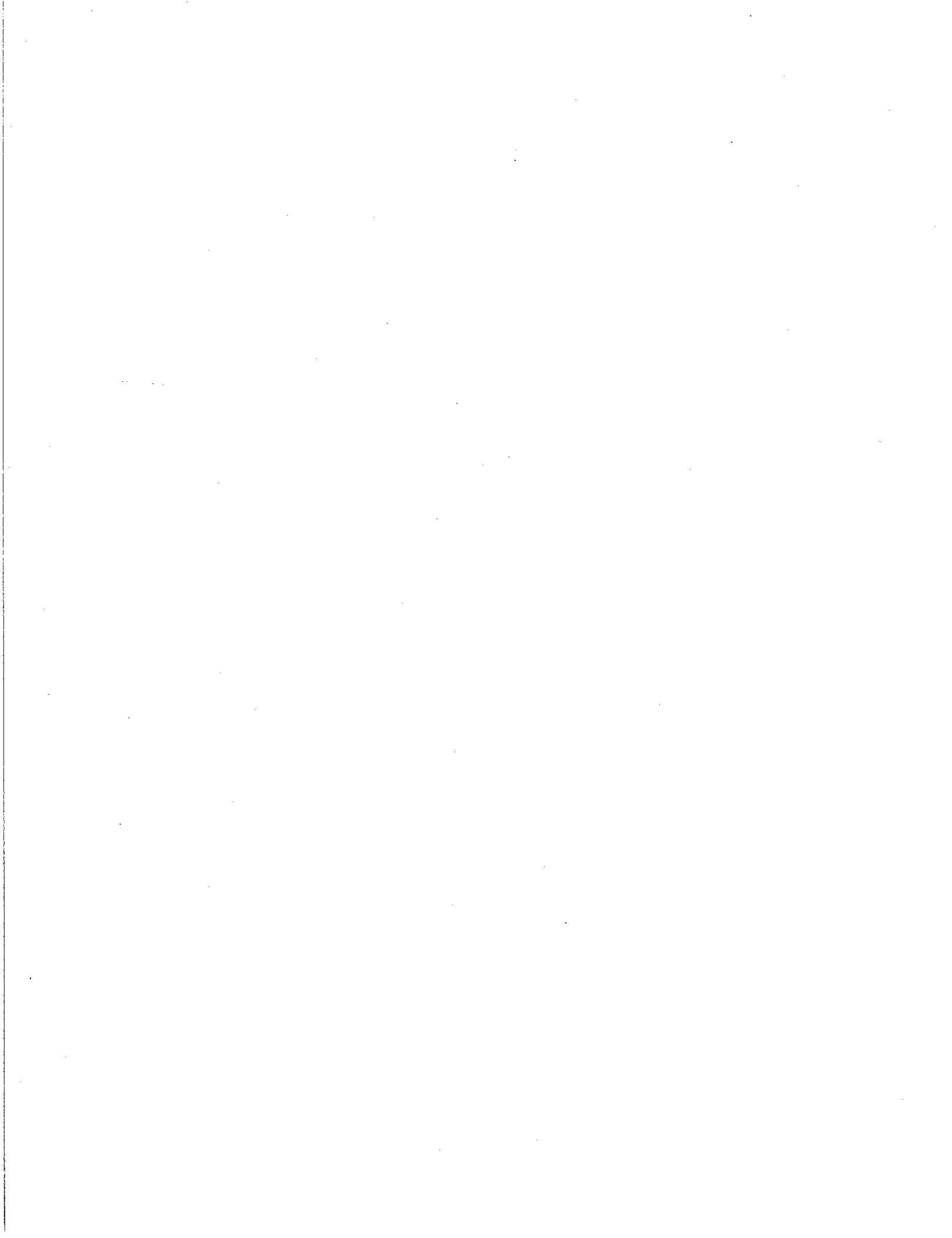
PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



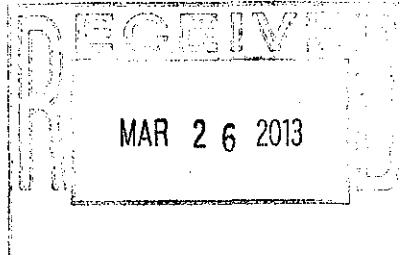
► RECEIPT

3/20/2013

From: Michelle Porter - MICHELLE.PORTER@NEBRASKA.GOV
Phone: 402/471-2821
Fax: 402/471-2814
Company Name: Nebraska Liquor Control Commission

To: City Clerk - LaVista
Subject: Pizza West - #102375
Liquor License Application

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.



DATE OF RECEIPT

Samuel A. Suethe

SIGNATURE

Urgent For Review Please Comment Please Reply Please Recycle



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)
web address: <http://www.lcc.ne.gov/>

March 20, 2013

LaVista City Clerk
8116 Park View Blvd
La Vista NE 68128-2198

RE: Pizza West

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body,
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS, AND A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION
Michelle Porter
Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

April 19, 2013 MP

Date Mailed from Commission Office: March 20, 2013

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Pizza West Inc dba Pizza West

12040 McDermott Plaza, Suite 300, La Vista NE 68128 (Sarpy County)

NEW APPLICATION for Class I 102375

45 days May 6, 2013

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. **Check one:** The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ **DATE** _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

New

QX

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MAP 15 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Michelle

Applicant Name PizzaWest, Inc.

I 102375

Trade Name Pizza West Previous Trade Name N/A

E-Mail Address: derouchey@cox.net

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 state.

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (... applicable)

*James DeRouchey
Jeffrey Evans
Mary DeRouchey*

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office. See fingerprint brochure <http://www.lcc.ne.gov/brochures/fingerprint.pdf>.

2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

3) Enclose the appropriate application forms;
Individual License (requires insert form 1)
Partnership License (requires insert form 2)
Corporate License (requires insert form 3a & 3c)
Limited Liability Company (LLC) (requires form 3b & 3c)

dece.

4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of individual(s), corporation or Limited Liability Company making application. Lease term must run through license year being applied for.

5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (must read applicants name)

CK # 6778

\$400.00

(MP)

Rec # 167516

Courier delivered

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ROB

FORM 100
REV 02/2013
PAGE 1



b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

NA 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

NA 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

XO 9. For citizenship, residency and voter registration requirements see enclosed brochure.

XO 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

XO 11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

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NEBRASKA LIQUOR
CONTROL COMMISSION

Signature

President

March 13, 2013

Date

RECEIPT

DATE	3-15-13	NO.	167516
FROM	James M Derouche		
FOR	New App - Pizza West		
		<input type="checkbox"/> CASH	
		<input checked="" type="checkbox"/> CHECK #	6778
		<input type="checkbox"/> MONEY#	
		ORDER	
Received by <u>Michelle Peter</u>			

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

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**CHECK ONE CLASS FOR WHICH APPLICATION IS MADE AND FEES
CHECK INSTRUMENT CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- E BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- 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
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name Nicholas T. Dafney

Phone number: (402) 392-1250

Firm Name Abrahams Kaslow & Cassman LLP

BOOKS RECEIVED

Trade Name (doing business as) **Pizza West**

12040 McDermott Plaza, Suite 300

Street Address #2

City La Vista County Sarpy Zip Code 68128

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

Mailing address (where you want to receive mail from the Commission)

Name **PizzaWest, Inc.**

Street Address #1 12040 McDermott Plaza, Suite 300

Street Address #2

City **La Vista** State **Nebraska** Zip Code **68128**

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length 82 feet
Width 70 feet

Is there a basement? Yes No

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

SEE ATTACHED EXHIBIT A

XHIBIT A Irregular-shaped area approx
82' x 72' of one-story bldg plus L-shaped
patio approx 24' x 40' RECEIVED
MAR 15 2013

MAR 15 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

Porter, Michelle

From: Nicholas Dafney <ndafney@akclaw.com>
Sent: Monday, March 18, 2013 9:18 AM
To: Porter, Michelle
Subject: Re: APPLICATION FOR CLASS I LIQUOR LICENSE - PIZZA WEST INC

Michelle,

Please consider this email to be confirmation that the written description of the premises described in your email is correct.

If you have any additional questions or if we can be of any further assistance in the processing of the Pizza West application, please do not hesitate to contact me. Thanks.

--Nick Dafney

"Porter, Michelle" <michelle.porter@nebraska.gov> wrote:

I have received the application for a Class I liquor license for Pizza West. There is one question I will need you to answer in order to process this application. You can fax, email or mail the information below to my attention. Please let me know if you have any further questions

- 1) The written description needs to have the entire area included. Is this a proper description: Irregular shaped area approx. 82' x 72' of one-story building plus l-shaped patio area approx. 24' x 40'? Please advise.

Thank you,

Michelle Porter

Licensing Division

Nebraska Liquor Control Commission

402/471-2821

michelle.porter@nebraska.gov

Website : <http://www.lcc.ne.gov>

PIZZAWEST, INC.

Exhibit A
To Application for Liquor License-Retail

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MAR 15 2013

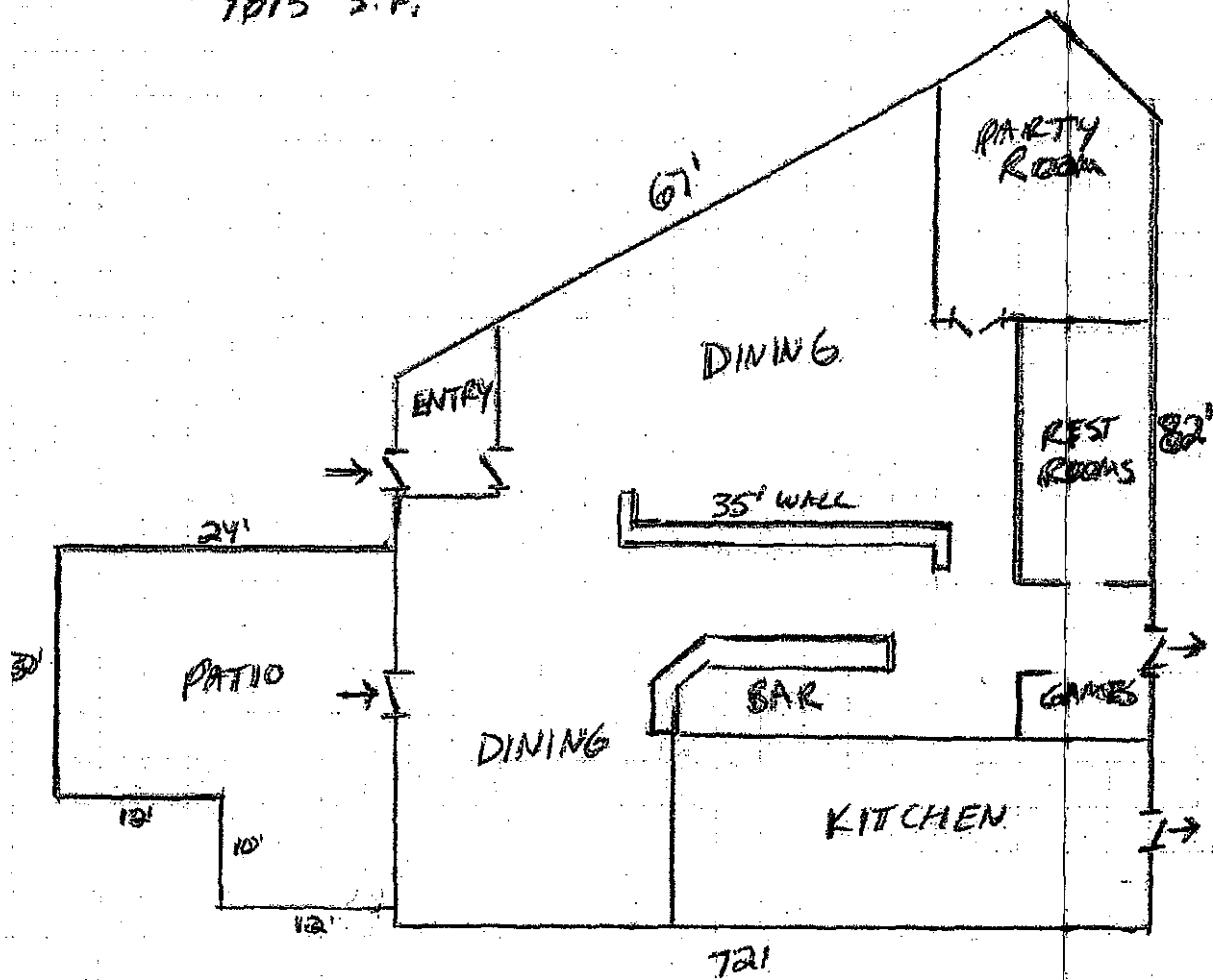
**NEBRASKA LIQUOR
CONTROL COMMISSION**

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MAR 15 2013

PIZZAWEST, INC
12040 McDERMOTT PLAZA
LA VISTA, NE 68128
4815 S.E.

NEBRASKA LIQUOR
CONTROL COMMISSION

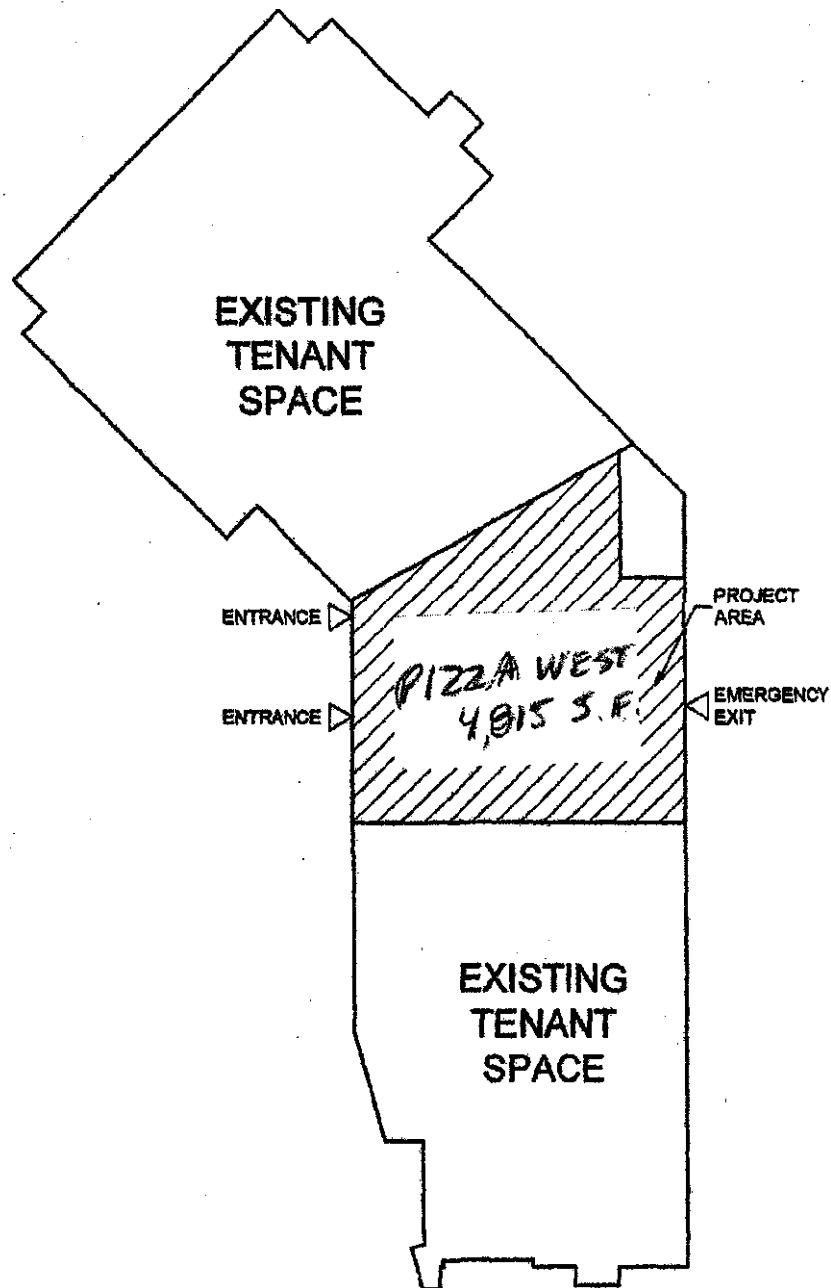


PROJECT LOCATION PLAN

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NEBRASKA LIQUOR
CONTROL COMMISSION



Project Location Plan

SCALE None

APPLICANT INFORMATION**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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.

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
See attached Exhibit B				

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

YES NO

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MAR 15 2013

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

NEBRASKA LIQUOR

a) Submit a copy of the sales agreement

CONTROL COMMISSION

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

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

YES NO

If yes, give name and license number PGC Southport Inc. d/b/a Pizza Gourmet; License #083019

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

YES NO

If yes:

a) Attach temporary operating permit (T.O.P.) (form 125)

b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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

YES NO

If yes, list the lender(s) The majority shareholder, James DeRouchey, will be personally loaning money to the applicant.

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PIZZAWEST, INC.

NEBRASKA LIQUOR
CONTROL COMMISSION

Exhibit B
To Application for Liquor License-Retail

In the interest of full disclosure, to the extent that "charge" includes traffic-related infractions, the shareholders and officers identified in this application acknowledge that they have received tickets for minor traffic-related infractions (i.e., speeding), the exact nature, locations and dates of which, however, are not subject to recollection at this time. Additional investigation can be completed and information can be provided to the Commission upon request.

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

YES NO

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

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No silent partners

NEBRASKA LIQUOR
CONTROL COMMISSION

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

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

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

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

First American Bank, 120th and Giles, La Vista, NE; Authorized Signatories: James DeRouchey & Jeffrey Evans

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.

See liquor license history for Jeffrey Evans attached hereto as Exhibit C

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PIZZAWEST, INC.

NEBRASKA LIQUOR
CONTROL COMMISSION

Exhibit C
To Application for Liquor License-Retail

The applicant for Manager of the licensed premises, Jeffrey Evans, obtained a personal liquor license through the city of Kansas City, MO in approximately January 2008 while employed by his previous employer, Famous Dave's BBQ Restaurant of Kansas City, as required by each individual employee under applicable law; the license number for the Famous Dave's BBQ Restaurant of Kansas City is unknown. Mr. Evans has also been involved in the application process for temporary liquor licenses for the College World Series in Omaha through his previous employer, Famous Dave's BBQ Restaurant of Omaha, but based upon information and belief his name was not included on the temporary liquor license application documents.

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:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Jeffrey Evans	06/03 - 09/08	Famous Dave's Kansas City (on the job training & experience)
Jeffrey Evans	09/08 - 03/13	Famous Dave's Bellevue (on the job training & experience)

13. If the property for which this license is sought 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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date February 28, 2018 with Option Period extending through February 29, 2020
 Deed
 Purchase Agreement

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14. When do you intend to open for business? May 1, 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

15. What will be the main nature of business? Restaurant (pizza and related foods)

16. What are the anticipated hours of operation? Sun-Thur: 11am-11pm; Fri-Sat: 11am-12am

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

RESIDENCES FOR THE PAST 10 YEARS APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM		SPOUSE: CITY & STATE	YEAR FROM	
James DeRouchey: Omaha, NE	2001	Present	Mary DeRouchey: Omaha, NE	2001	Present
Jeffrey Evans: Omaha, NE	2008	Present	N/A		
Jeffrey Evans: Shawnee, KS	2007	2008			
Jeffrey Evans: Kansas City, MO	2006	2007			
Jeffrey Evans: Lenexa, KS	2005	2006			

Jeffrey Evans: Lawerence, KS 2003 2005
If necessary attach a separate sheet.

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.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures.
<http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>

Signature of Applicant

Signature of Applicant

Signature of Spouse

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

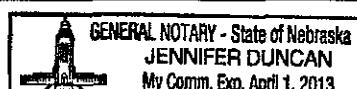
March 8, 2013

date

by James DeRouchey, Mary DeRouchey and Jeffrey Evans

name of person acknowledged

Affix Seal



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NEBRASKA LIQUOR
CONTROL COMMISSION

FORM 100
REV 6/2/2013
PAGE 8

In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements:

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) May be required to take a training course

Corporation/LLC Information

Name of Corporation/LLC: PizzaWest, Inc.

Premise Information

Premise License Number:

(if new application leave blank)

Premise Trade Name/DBA: Pizza West

Premise Street Address: 12040 McDermott Plaza, Suite 300

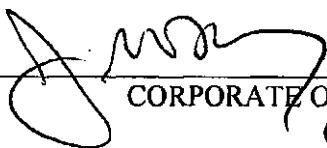
City: La Vista

State: NE

Zip Code: 68128

Premise Phone Number: New Premises Telephone Number is Pending; Current Corporate Number: (402) 201-9666

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



**CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)**

Manager's information must be completed below. PLEASE PRINT CLEARLY

Gender: MALE

FEMALE

Last Name: Evans

First Name: Jeffrey

MI: J

Home Address (include PO Box if applicable): 2317 South 123rd Avenue

City: Omaha

County: Douglas

Zip Code: 68144

Home Phone Number: (402) 250-9278

Business Phone Number: N/A

Social Security Number: _____

Drivers License Number & State: _____

Date Of Birth: _____

Place Of Birth: Omaha, NE

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

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Spouse's information

NEBRASKA LIQUOR
CONTROL COMMISSION

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

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2008	Present	N/A		
Shawnee, KS	2007	2008			
Kansas City, MO	2006	2007			

Lenexa, KS

2005 2006

Lawrence, KS

2003 2005

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2013	Famous Dave's Bellevue	Kelly Yakopec	(402) 558-3333
2003	2008	Famous Dave's Kansas City	Matt Diamond	(402) 391-9007

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

RECEIVED

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See attached Exhibit A				MERRASKA LIQUOR CONTROL COMMISSION

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.
See attached Exhibit B

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. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)
 YES NO

5. List any alcohol related training and/or experience (when and where).
See attached Exhibit C

PIZZAWEST, INC.

Exhibit A
To Manager Application Insert

In the interest of full disclosure, to the extent that "charge" includes traffic-related infractions, the named manager acknowledges that he has received tickets for minor traffic-related infractions (i.e., speeding), the exact nature, locations and dates of which, however, are not subject to recollection at this time. Additional investigation can be completed and information can be provided to the Commission upon request.

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MAR 15 2013

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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PIZZAWEST, INC.

MAR 15 2013

Exhibit B
To Manager Application Insert

NEBRASKA LIQUOR
CONTROL COMMISSION

The applicant for Manager of the licensed premises, Jeffrey Evans, obtained a personal liquor license through the city of Kansas City, MO in approximately January 2008 while employed by his previous employer, Famous Dave's BBQ Restaurant of Kansas City, as required by each individual employee under applicable law; the license number for the Famous Dave's BBQ Restaurant of Kansas City is unknown. Mr. Evans has also been involved in the application process for temporary liquor licenses for the College World Series in Omaha through his previous employer, Famous Dave's BBQ Restaurant of Omaha, but based upon information and belief his name was not included on the temporary liquor license application documents.

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PIZZAWEST, INC.

MAR 15 2013

Exhibit C
To Manager Application Insert

NEBRASKA LIQUOR
CONTROL COMMISSION

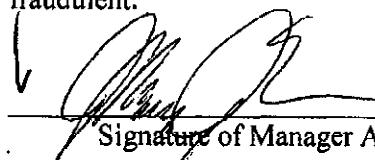
The applicant for Manager of the licensed premises, Jeffrey Evans, obtained extensive on-the-job experience and training, as well as attended many alcohol-related training seminars, during his approximately 9.5 years as an employee of Famous Dave's BBQ Restaurants in both Kansas City, MO and Omaha, NE.

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non participation may be attached.

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.



Signature of Manager Applicant

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Signature of Spouse

Mar 15 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

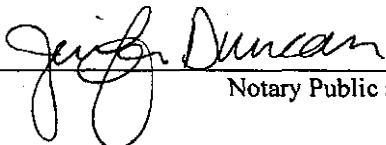
March 8th, 2013

date

The foregoing instrument was acknowledged before me this

by Jeffrey Evans

name of person acknowledged



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

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NEBRASKA LIQUOR CONTROL COMMISSION

Manager must:

- Complete all sections of the application – make sure it is signed by a **corporate officer***
*corporate officer must be an individual on file with the Liquor Control Commission
- Include two signed, completed fingerprint cards with a check for \$38 payable to the NE State Patrol (unless you have fingerprints on file with us that are less than two years old, you must indicate that on the application)
- Provide a copy of one of the following: US birth certificate, naturalization papers or US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska

Spouse who will not participate in the business, spouse must:

- Sign the application
- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half, the manager completes the bottom half
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Include two signed, completed fingerprint cards with a check for \$38 payable to the NE State Patrol (unless you have fingerprints on file with us that are less than two years old, you must indicate this on the application)
- Provide a copy of one of the following: birth certificate, naturalization papers or US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska
- Spousal Affidavit of Non Participation Insert not required

TYPE OR PRINT IN
PERMANENT INK
SEE INSTRUCTION
MANUAL

TRIPPLICATE--to be
given to this child's parent.

STATE OF NEBRASKA--DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS

126-

CERTIFICATE OF LIVE BIRTH

CHILD	FIRST	MIDDLE	LAST	SEX	DATE OF BIRTH (Month, Day, Year)	TIME
	Jeffrey	Joseph	EVANS	2. Male	3a. March 31, 1983	3b. 9:29A M
HOSPITAL--NAME (If not in hospital, give street and number)				4a. INSIDE CITY LIMITS (Specify Yes or No)	4b. CITY, TOWN, OR LOCATION OF BIRTH	4c. COUNTY OF BIRTH
4d. BURGESS MERCY HOSPITAL				4b. Yes	4c. Omaha	4d. Douglas
I certify that the above information concerning this child is true to the best of my knowledge and belief.				5a. DATE SIGNED (Month, Day, Year)		NAME AND TITLE OF ATTENDANT (IF OTHER THAN CERTIFIER)
CERTIFIER	5a. (Signature)				5b.	5c.
5a. R. Taylor M.D.				5b. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)		5c.
5a. R. Taylor M.D.				5b. 2705 South 87th Street Omaha, Ne. 68124		5c.
5a. R. Taylor M.D.				5b. DATE RECEIVED BY REGISTRAR MONTH DAY YEAR		5c.
MOTHER	7a. MOTHER--MAIDEN NAME	FIRST	MIDDLE	LAST	AGE (At time of the birth)	CITY AND STATE OF BIRTH (If not in U.S.A., Name Country)
	7a. Cynthia	Jeannie	Miller	7b. 29	7c. Omaha, Nebraska	
7a. RESIDENCE--STATE COUNTY CITY, TOWN, OR LOCATION, (Include zip code)				7d. INSIDE CITY LIMITS (Specify Yes or No)	7e. STREET AND NUMBER	7f.
7a. Nebraska Douglas Omaha 68134				7d. Yes	7e. 2165 North 98th Avenue	7f.
FATHER	10. FATHER--NAME	FIRST	MIDDLE	LAST	AGE (At time of the birth)	CITY AND STATE OF BIRTH (If not in U.S.A., Name Country)
	10. Martin	Gerard	EVANS	11b. 31	11c. Omaha, Nebraska	
11a. I certify that the personal information provided on this certificate is correct to the best of my knowledge and belief. (Signature of Parent) 11b. other information				11d. RELATION TO CHILD		11e.
				11d. Mother		11e.

Warning: It is a felony to knowingly give false information for vital records.
Penalty upon conviction \$10,000.00 fine or five years imprisonment or both.

The original of the above certificate is required to be filed with the Bureau of Vital Statistics, P.O. Box 95007, Lincoln, Nebraska 68509, as permanent depository.

A certified copy of the original birth certificate may be obtained by you upon application and the statutory fee of \$3.00 in cash or money order. Please supply the following identifying information: CHILD'S NAME, DATE OF BIRTH, PLACE OF BIRTH, FATHER'S NAME, MOTHER'S MAIDEN NAME, NAME OF ATTENDING PHYSICIAN.

Copies to serve all purposes must be certified by office authorized to file such records.

In the case of additions or corrections to be made, notify the Bureau of Vital Statistics within thirty days.

NOTE: IMPORTANT INFORMATION FOR YOUR CHILD'S HEALTH ON REVERSE SIDE.

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NEBRASKA LIQUOR
CONTROL COMMISSION



Search Your Voter
Registration
Information



Search Your Polling
Place



Search Your
Provisional Ballot



Search Your
Absentee Ballot

Registrant Detail

Name	Jeffrey Evans
Party	Republican
Polling Place	Faith Christian Church 2201 South 132nd Street Fellowship Hall ... HNDCP. USE NORTH ENTRANCE Omaha, NE 68144

Districts

District Name	District Type
Omaha Public Schools	School District
Metro Com College Dist 3	Community College District
U.S. Congressional District 2	U.S. Congressional District
Appeals Court Judge Dist 4	Judge of Appeals Court Dist.
County Judge Dist 4	Judge of County Court Dist.
District Judge, Dist 4	Judge of District Court Dist.
Juv Crt Judge, Douglas Co.	Judge of Juvenile Court
Supreme Court Judge Dist 4	Judge of Supreme Court Dist.
Legislative District 20	Legislative District
Papio NRD SubD 4	Natural Resources District
Omaha PPD SubD Metro	Public Power District
PSC District 2	Public Service Comm District
Board of Regents District 2	Board of Regents
Omaha City Council Ward 6	City Council (Ward)
County Commissioner Dist 04	County Board (Commiss./Superv)
Metropolitan Utilities Dist	Utilities District
Omaha Public School Subdist 6	School Board Ward
Mayor of Omaha	Mayor
State Board of Education Dist 2	State Board of Education
Learning Community 1 - Dist 3	Learning Community Coordinating Council

[Información en español](#)

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VoterView 2.3.996.0

**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Nicholas T. Dafney

Name of Corporation that will hold license as listed on the Articles

PizzaWest, Inc. # 10172924

Corporation Address: 12040 McDermott Plaza, Suite 300

City: Omaha State: NE Zip Code: 68128

Corporation Phone Number: (402) 201-9666 Fax Number N/A

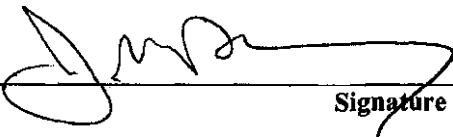
Total Number of Corporation Shares Issued: 1,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: DeRouchey First Name: James MI: M

Home Address: 10853 South 166th Street City: Omaha

State: NE Zip Code: 68136 Home Phone Number: (402) 201-9666



Signature of President/CEO

ACKNOWLEDGEMENT

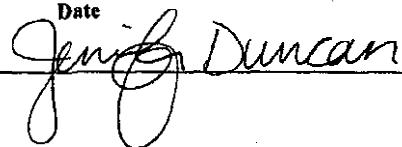
State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this

March 8th, 2013

by James DeRouchey

name of person acknowledge

Affix Seal	GENERAL NOTARY - State of Nebraska JENNIFER DUNCAN My Comm. Exp. April 1, 2013
------------	--



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: DeRouchey First Name: James MI: M Prints

Social Security Number: _____ Date of Birth: _____

Title: Director, President & Treasurer Number of Shares 900

Spouse Full Name (indicate N/A if single): Mary DeRouchey Prints

Spouse Social Security Number: 504-90-8070 Date of Birth: 10/16/1968

Last Name: DeRouchey First Name: Mary MI: Prints

Social Security Number: _____ Date of Birth: _____

Title: Director & Secretary Number of Shares zero

Spouse Full Name (indicate N/A if single): James M. DeRouchey Prints

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Evans First Name: Jeffrey MI: J Prints

Social Security Number: _____ Date of Birth: _____

Title: Director & Vice President Number of Shares 100

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____ RECEIVED

Title: _____ Number of Shares MAR 15 2013

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

Spouse Social Security Number: _____ Date of Birth: _____ NEBRASKA LIQUOR CONTROL COMMISSION

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____ **RECEIVED**

Title: _____ Number of Shares _____ *MAR 15 2013*

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

Spouse Social Security Number: _____ Date of Birth: _____ *COMMISSION*

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

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YES NO

MAR 15 2013

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation MUST be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

NEBRASKA LIQUOR

CONTROL COMMISSION

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January 1st Ending Date: December 31st

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

- John A. Gale

Business Services

[Home](#) » [Corporation and Business Entity Searches](#)

Mon Mar 18 08:38:26 2013

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:



[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name	SOS Account Number		
PIZZAWEST, INC.	10172924		
Principal Office Address	Registered Agent and Office Address		
No address on file	NICHOLAS T. DAFNEY SUITE 300 8712 WEST DODGE ROAD OMAHA, NE 681143419		
Nature of Business	Entity Type	Date Filed	Account Status
Not Available	Domestic Corp Qualifying State: NE	Feb 14 2013	Active

Pay Services:

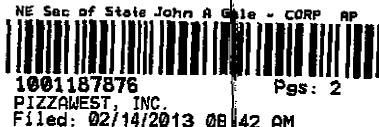
Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

- Images of Filed Documents

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
AP	Articles Perpetual	Feb 14 2013	\$0.90 = 2 page (s) @ \$0.45 per page

- Letter of Good Standing



ARTICLES OF INCORPORATION
OF
PIZZAWEST, INC.

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NEBRASKA LIQUOR

CONTROL COMMISSION

Acting as the incorporator of a corporation under the Business Corporation Act of Nebraska, I adopt the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The corporate name for the corporation is PizzaWest, Inc.

ARTICLE II
DURATION

The period of duration of the corporation is perpetual.

ARTICLE III
AUTHORIZED SHARES

The number of shares that the corporation is authorized to issue is 10,000, all of which shall be Common Stock. The par value of each of such shares shall be \$1.00.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 8712 West Dodge Road, Suite 300, Omaha, Douglas County, Nebraska, 68114-3419; and the name of the initial registered agent of the corporation at such office is Nicholas T. Dafney.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and street address of the incorporator of the corporation are as follows:

<u>Name</u>	<u>Street Address</u>
Nicholas T. Dafney	8712 West Dodge Road Suite 300 Omaha, Nebraska 68114-3419

ARTICLE VI
LIABILITY OF DIRECTORS

A director of the corporation shall have no personal liability to the corporation or to the shareholders of the corporation for money damages for any action taken, or for any failure to take any action, as a director of the corporation, except liability for (a) the amount of a financial

benefit received by such director to which such director is not entitled, (b) an intentional infliction of harm on the corporation or the shareholders of the corporation, (c) a violation of Section 21-2096 of the Business Corporation Act of Nebraska, and (d) an intentional violation of criminal law. If the Business Corporation Act of Nebraska hereafter is amended to authorize further limitations on or eliminations of the personal liability of a director of a corporation incorporated under the Business Corporation Act of Nebraska, then the personal liability of each director of the corporation shall be limited or eliminated to the fullest extent permitted by the Business Corporation Act of Nebraska as so amended from time to time.

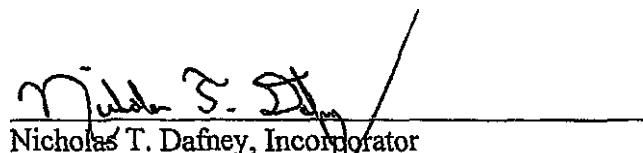
ARTICLE VII INDEMNIFICATION OF DIRECTORS

The corporation shall, and by virtue of the provisions of this Article VII is obligated to, indemnify each director of the corporation to the fullest extent permitted by law in accordance with Section 21-20,103 of the Business Corporation Act of Nebraska for liability, as defined in Section 21-20,102 of the Business Corporation Act of Nebraska, to any person for any action taken, or any failure to take any action, as a director of the corporation except liability for (a) receipt of a financial benefit to which such director is not entitled, (b) an intentional infliction of harm on the corporation or the shareholders of the corporation, (c) a violation of Section 21-2096 of the Business Corporation Act of Nebraska, or (d) an intentional violation of criminal law. The foregoing provisions of this Article VII shall be deemed to satisfy the requirements for authorization referred to in Subsection (3) of Section 21-20,105 and in Subsection (3) of Section 21-20,107 of the Business Corporation Act of Nebraska and shall be deemed to obligate the corporation to advance funds to pay for or reimburse expenses in accordance with Section 21-20,105 of the Business Corporation Act of Nebraska to the fullest extent permitted by law.

ARTICLE VIII PREEMPTIVE RIGHTS

The corporation elects not to have preemptive rights.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 11th day of February, 2013.


Nicholas T. Dafney, Incorporator

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NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE (this "Lease") is made and entered into this 11th day of March 2013, by and between Southport Center, LLC ("Landlord"), a Nebraska limited liability company, its successors and assigns, and PizzaWest, Inc. ("Tenant"), a Nebraska corporation, upon the following terms and conditions:

**ARTICLE I
FUNDAMENTAL LEASE PROVISIONS**

Each of the following subparagraphs is individually referred to in this Lease as a "Fundamental Lease Provision." Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, the Fundamental Lease Provision shall govern.

- (a) Landlord: Southport Center, LLC, a Nebraska limited liability company, its successors or assigns
- (b) Landlord's Address for Notices and Rent Payments:
Southport Center, LLC
c/o World Group, LLC
780 North 114th Street
Omaha, NE 68154
- (c) Tenant: PizzaWest, Inc., a Nebraska corporation
- (d) Tenant's Address for Notices:
PizzaWest, Inc.
c/o James M. DeRouchey
10853 South 166th Street
Omaha, NE 68136
- (e) Tenant's Trade Name: PizzaWest
- (f) Address of Premises: 12040 McDermott Plaza, Suite 300, La Vista, NE 68128
- (g) Name, Address and Legal Description of Shopping Center Development: Southport Center, 12112 McDermott Plaza, Lot 4, Southport East Replat Six, La Vista, Sarpy County, Nebraska
- (h) Approximate Number of Square Feet in Premises: 4,815
- (i) The term of this Lease ("Term") shall be sixty (60) calendar months, including the calendar month during which the Commencement Date shall fall which shall be considered a full calendar month for purposes of calculating the Term notwithstanding the number of days in such month. Each consecutive twelve calendar month period during the Term is sometimes referred to in this Lease as a Lease Year.

(j) Annual Base Rent Per Square Foot: The Base Rent for the first Lease Year of the Term will be the sum of the following monthly installments: [REDACTED] per square foot for calendar months 1 through 3 of the first Lease Year; [REDACTED] per square foot for calendar months 4 through 8 of the first Lease Year; and [REDACTED] per square foot for calendar months 9 through 12 of the first Lease Year. The Base Rent for the second Lease Year of the Term will be [REDACTED] per square foot per annum. Thereafter, for each Lease Year during the Term, including the Option Periods (as defined in Section 35.2), if applicable, the Base Rent for each Lease Year will be [REDACTED] of the Base Rent for the immediately preceding Lease Year of the Term.

(k) Initial estimated Annual Common Areas Charge: [REDACTED] per square foot

(l) Initial estimated Insurance Contribution: [REDACTED] per square foot

(m) Initial estimated Tax Contribution: [REDACTED] per square foot

(n) Permitted Use of Premises: Pizza restaurant serving beer, wine and liquor provided sales of alcoholic beverages account for no more than 40% of total sales.

(o) Security Deposit: [REDACTED]

(p) Delivery of Premises: Landlord will deliver the Premises to Tenant as of the date (the "Commencement Date") of the duly authorized full and complete execution and delivery of this Lease.

(q) Tenant Fraction: 4,815/21,391 (22.51%)

(r) Approximate Number of Square Feet in the Shopping Center: 21,391

(s) Tenant's Allowance: An allowance (the "Tenant Allowance") of [REDACTED] will be paid by Landlord to Tenant for the construction and completion of the Tenant Work and the Initial Tenant Improvements, as each term is defined in Section 34.1. All Tenant Work and Initial Tenant Improvements are hereby deemed to be approved by Landlord to the extent required by Section 34.1, notwithstanding any other provision in this Lease to the contrary. Landlord's obligation to pay the Tenant Allowance shall be subject to the conditions set forth in Section 34.2.

(t) Payment of Operating Expenses: Subject to the remaining provisions of this Lease, commencing as of the Commencement Date, Tenant shall pay in addition to the Base Rent as additional rent the Tax Contribution, the Tenant's Insurance Contribution and the Tenant's Common Area Charge, as each term is defined in and in accordance with Articles VI, VII and VIII.

ARTICLE II PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located in the spaces shown in red on **Exhibit A** (the "Premises"). The address of the Premises is set forth in Fundamental Lease Provision Article I, subsection (f). As indicated on **Exhibit A**, the Premises are a part

of the Shopping Center legally described and identified in Fundamental Lease Provision Article I, subparagraph (g), and shown on Exhibit B. The Premises contains the approximate number of square feet of interior floor space that is set out in Fundamental Lease Provision Article I, subparagraph (h). The use and occupancy by Tenant of the Premises shall include the irrevocable non-exclusive license during the Term (as extended by any Option Period) for Tenant (including its officer's agents, employees, contractors, subcontractors, invitees and licensees; collectively "Tenant Representatives") to exclusively use and occupy the Patio Area (as defined in Section 35.3 and identified on Exhibit C), and to use and occupy, subject to the provisions of Article VIII and in common with others entitled thereto, the Common Areas of the Shopping Center. "Common Areas" shall include parking areas, loading facilities, truck service-ways, service corridors, landscaped areas, streets, sidewalks, driveways and such other areas as may be so designated from time to time by Landlord for the common use of tenants in the Shopping Center. Tenant shall have exclusive use of one (1) parking stall immediately adjacent to the Patio Area from 5:00 p.m. Monday through Friday and all day Saturday and Sunday for takeout orders to be picked up by Tenant's customers, and Landlord hereby agrees that Tenant may post signs designating such parking stall as being for the exclusive use of Tenant and Tenant's customers during such hours.

ARTICLE III TERM

Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall be for the Term set forth in Fundamental Lease Provision Article I, subparagraph (i). The Commencement Date of the Term is the date identified in Fundamental Lease Provision Article I, subparagraph (p). If the Commencement Date occurs on a day other than the first day of a calendar month, or if the termination of this Lease occurs on a day other than the last day of a calendar month, then the Base Rent and additional rent for such fractional month will be prorated on a daily basis.

ARTICLE IV USE OF PREMISES

The Premises are leased to Tenant, and are to be used and occupied by Tenant, for the permitted use set forth in Fundamental Lease Provision Article I, subparagraph (n) and for no other purpose. Tenant agrees to use the Premises in such a manner as to not to unreasonably adversely interfere with the rights of other tenants in the Shopping Center. During the Term, Tenant shall comply with all applicable governmental laws, ordinances and regulations applicable to its operations on the Premises and, subject to the obligations of the Landlord under this Lease, Tenant shall (i) maintain and keep the Premises in a neat, clean and sanitary condition, and (ii) use reasonable precaution to prevent waste, damage or injury to the Premises by Tenant and Tenant's Representatives.

ARTICLE V RENT

Section 5.1. Base Rent. Tenant agrees to pay annual Base Rent for each Lease Year during the Term and the Option Period, as defined in Section 35.2, if applicable, in the amounts set forth in Fundamental Lease Provision Article I, subparagraph (j). Base Rent shall be paid to Landlord at the address set forth in Fundamental Lease Provision Article I, subparagraph (b), or at any other place Landlord may designate by no less than thirty (30) days written notice to Tenant.

Base Rent shall be paid in monthly installments during the Term as follows:

For the period March 12, 2013 through June 11, 2013, the sum of [REDACTED] per calendar month; and
For the period June 12, 2013 through October 31, 2013, the sum of [REDACTED] per calendar month; and

For the period November 1, 2013, through February 28, 2014, the sum of [REDACTED] per calendar month; and

For the period from March 1, 2014, to February 28, 2015, the sum of [REDACTED] per calendar month; and

For the period from March 1, 2015, to February 29, 2016, the sum of [REDACTED] per calendar month; and

For the period from March 1, 2016, to February 28, 2017, the sum of [REDACTED] per calendar month; and

For the period from March 1, 2017, to February 28, 2018, the sum of [REDACTED] per calendar month.

Base Rent shall be paid in monthly installments during the Option Period, if applicable, as follows:

For the period from March 1, 2018, to February 28, 2019, the sum of [REDACTED] per calendar month; and

For the period from March 1, 2019, to February 29, 2020, the sum of [REDACTED] per calendar month.

Section 5.2. Other Payments. Base Rent and those amounts to be paid by Tenant as additional rent are sometimes collectively referred to in this Lease as "Rent". Additional rent and all other amounts required to be paid by Tenant under this Lease shall be paid to Landlord at the address specified for payment of Base Rent. All payments of Rent shall be made on the first date of each calendar month during the Term in advance. All other amounts required to be paid by Tenant under this Lease shall be paid when due. In the event of nonpayment by Tenant of any amounts due under this Lease, whether or not designated as Rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay Rent. All amounts due and payable by Landlord or Tenant under his Lease shall be made in lawful money of the United States.

Section 5.3. Late Charge. If Tenant fails to pay any Rent or any other amounts required to be paid by Tenant under this Lease on or before the fifth day after such the same are due, Tenant agrees to pay Landlord a late charge equal to [REDACTED] of the amount due per calendar month.

Section 5.4. Security Deposit. As partial consideration for the execution of this Lease, Tenant has delivered to Landlord the sum set forth in Fundamental Lease Provision Article I, subparagraph (o) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration or earlier termination of the Term if as of such date there is no continuing Event of Default (as defined in Article XXV).

Section 5.5. Tenant Fraction. To determine the Tenant Fraction identified in Fundamental Lease Provision Article I, subsection (f), the parties used, as the numerator, the total number of square feet of floor space contained in the Premises and, as the denominator, the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center. The Tenant Fraction shall

be adjusted in the event additional square feet of leasable floor space becomes available at the Shopping Center, whether by reason of additions, betterments, reduction of Common Areas or for any other reason.

ARTICLE VI REAL ESTATE TAXES AND ASSESSMENTS

Section 6.1. Landlord agrees to pay, prior to delinquency, all general ad valorem real estate taxes, including all installments of special taxes, assessments or levies of any kind however denominated, payable during the Term on the land and improvements constituting the Shopping Center, including the Common Areas (collectively, the "Taxes"). Tenant shall pay to Landlord, as additional rent, an amount equal to the Tenant Fraction of the Taxes that become due and delinquent in any calendar year during the Term (the "Tenant's Tax Contribution"). Such payment shall be made in accordance with Section 6.2. Tenant's Tax Contribution shall be prorated and shall therefore apply only to that portion of a Lease Year falling within such calendar year. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and all Taxes on such separate parcel are entirely payable by any person or entity other than Landlord, then the Taxes on such separate parcel shall not be included in the Taxes to which Tenant's Tax Contribution shall apply. In such event the denominator of Tenant Fraction for purposes of calculating Tenant's Tax Contribution only shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel. Notwithstanding any provision in this Lease to the contrary, to the extent any Taxes are payable by any person or entity, other than Landlord or any person or entity acting on behalf of Landlord, the amount of the Taxes paid by such person or entity shall not be used for purposes of determining Tenant's Tax Contribution, but the Tenant Fraction shall not be modified for such purposes.

Section 6.2. Tenant shall pay Tenant's Tax Contribution in monthly installments equal to one-twelfth (1/12) of the estimated Tenant's Tax Contribution for the then current calendar year, which estimated amount shall be based upon the tax statement for the Shopping Center applicable to the calendar year in which such Taxes shall become due and delinquent. Other than the estimated Initial Tenant's Tax Contribution, notice of the estimated Tenant's Tax Contribution for each Lease Year shall be delivered by Landlord to Tenant on or before January 1 of the calendar year in which the Taxes become due and delinquent. Within 30 days after the end of each calendar year during the Term, Tenant shall pay to Landlord any unpaid portion of Tenant's Tax Contribution for that portion of the Lease Year falling in the immediately preceding calendar year during the Term, but Tenant shall be entitled to a credit (against the next ensuing estimated Tenant's Tax Contribution) from Landlord for any excess Tenant's Tax Contribution actually paid by Tenant for such calendar year. Any excess Tenant's Tax Contribution paid during the last Lease Year shall be paid by Landlord to Tenant within fifteen (15) days after Landlord is reasonably able to calculate the amount of any such excess. The estimated Tenant's Tax Contribution for the first calendar year falling in the first Lease Year is set forth in Fundamental Lease Provision Article I, subparagraph (m).

Section 6.3 Tenant agrees to pay when due all personal property taxes of any kind which during the Term of this Lease may be assessed against any personal property, including any trade fixtures or leasehold improvements, that constitute the personal property of Tenant that at any time shall be located in or about the Premises; provided, however, that this provision shall not be construed to mean that Tenant shall be separately liable for or responsible for any increase in Taxes applicable to the Shopping Center that may result from Tenant Work, Initial Tenant Improvements or any alterations, additions or improvements to the Premises made by Tenant and approved by Landlord, including but not limited to the Equipment, as that Term is defined in Section 35.4, and all of such Taxes shall be treated

the same as any other Taxes of the Shopping Center to which the Tenant's Tax Contribution shall apply by application of Section 6.1 without any modification of the Tenant Fraction.

ARTICLE VII FIRE AND EXTENDED COVERAGE

Section 7.1. Landlord agrees to purchase and maintain, or cause to be purchased and maintained, during the Term fire insurance with an extended coverage endorsement, including, but not limited to, windstorm and tornado damage to the Premises, with a responsible insurance company or companies authorized to do business in the State of Nebraska. Such insurance shall be obtained in the amount of the replacement value of the Shopping Center excluding trade fixtures.

Section 7.2. Tenant shall pay to Landlord, as additional rent, an amount equal to the Tenant Fraction of the premiums actually paid by or on behalf of Landlord for the insurance coverage referred to in Section 7.1 (the "Tenant's Insurance Contribution"). Such payment shall be made in accordance with Section 7.3. Tenant's Insurance Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based and in such event the denominator of Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance.

Section 7.3. Tenant shall pay Tenant's Insurance Contribution in monthly installments equal to one-twelfth (1/12) of the estimated Tenant's Insurance Contribution for the then current calendar year, as determined by Landlord in good faith based upon actual premiums charged to Landlord for the insurance described in Section 7.1. Other than the estimated Initial Tenant's Insurance Contribution, notice of the estimated Tenant's Insurance Contribution for each Lease Year shall be delivered by Landlord to Tenant on or before the January 1 of the calendar year in which the premiums are to be paid. Within 30 days after the end of each calendar year during the Term, Tenant shall pay to Landlord any unpaid portion of Tenant's Insurance Contribution for that portion of the Lease Year falling in the immediately preceding calendar year during the Term, but Tenant shall be entitled to a credit (against the next ensuing estimated Tenant's Insurance Contribution) from Landlord for any excess Tenant's Insurance Contribution actually paid by Tenant for such calendar year. Any excess Tenant's Insurance Contribution paid during the last Lease Year shall be paid by Landlord to Tenant within fifteen (15) days after Landlord is reasonably able to calculate the amount of any such excess. The estimated Tenant's Insurance Contribution for the first calendar year falling in the first Lease Year is set forth in Fundamental Lease Provision Article I, subparagraph (l).

ARTICLE VIII COMMON AREA CHARGES

Section 8.1. Throughout the Term, except as otherwise required by this Lease to be the obligation of Tenant, Landlord shall operate and maintain the Common Areas or otherwise cause the Common Areas to be kept and maintained, in neat, safe and in a state of good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance; provided that Tenant at its expense shall keep the Common Areas free of litter, trash and debris generated by or resulting from the operation of Tenant's business in and about the Premises. Tenant shall pay to Landlord, as additional rent, an amount equal to the Tenant Fraction of the expenses paid, incurred or

accrued by Landlord for operating and maintaining the Common Areas (the "Tenant's Common Area Charge"). Such payment by Tenant to Landlord shall be made in accordance with Section 8.2. Tenant's Common Area Charge shall be prorated for any period which Tenant occupies the Premises for only part of a calendar year.

Section 8.2. Tenant shall pay Tenant's Common Area Charge in monthly installments equal to one-twelfth (1/12) of the estimated Tenant's Common Area Charge for the then current calendar year, as determined by Landlord in good faith. Other than the estimated Initial Tenant's Common Area Charge, notice of the estimated Tenant's Common Area Charge for each Lease Year shall be delivered by Landlord to Tenant on or before the January 1 of the calendar year to which the Tenant's Common Area Charge shall apply. Within 30 days after the end of each calendar year during the Term, Tenant shall pay to Landlord any unpaid portion of Tenant's Common Area Charge for that portion of the Lease Year falling in the immediately preceding calendar year during the Term, but Tenant shall be entitled to a credit (against the next ensuing estimated Tenant's Insurance Contribution) from Landlord for any excess Tenant's Common Area Charge actually paid by Tenant for such calendar year. Any excess Tenant's Common Area Charge paid during the last Lease Year shall be paid by Landlord to Tenant within fifteen (15) days after Landlord is reasonably able to calculate the amount of any such excess. The estimated Initial Tenant's Common Area Charge for the first calendar year falling in the first Lease Year is set forth in Fundamental Lease Provision Article I, subparagraph (k). Landlord agrees to deliver to Tenant within a reasonable amount of time after the end of each calendar year a detailed breakdown of all Common Area Charges for the Shopping Center and Tenant's proportionate share thereof. Landlord shall also furnish Tenant, from time to time, with such information substantiating the Tenant's Common Area Charge as Tenant may reasonably request. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

Section 8.3. The costs of operating and maintaining Common Areas to which the Tenant's Common Area Charge shall apply include expenses paid, incurred or accrued by Landlord: for lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas; professional property management services; water to maintain the Common Areas; cleaning, sweeping and other janitorial services related to the Common Areas; trash removal and maintenance of refuse receptacles from the Common Areas to the extent not an obligation of a tenant of the Shopping Center; snow and ice removal; pollution control to the extent not an obligation of a tenant of the Shopping Center; repairing, repainting and re-striping the parking lot; landscaping, including maintenance thereof, of all outdoor Common Areas; sewer charges not paid by or the obligation of any tenant of the Shopping Center; maintaining markers and signs; seasonal holiday decorations; music to the Common Areas; removing trash from the Common Areas to the extent not the obligation of any tenant; wages, payroll taxes, worker's compensation insurance and other benefits paid to, or on behalf of, Landlord's employees to maintain the Common Areas; parking lot liability insurance; licenses and permit fees; policing and security services; fire protection; traffic direction; repairs, replacements and maintenance of equipment or rent paid for leasing such equipment without any allocation for depreciation; maintenance supplies; personal property taxes on the personal property of Landlord constituting a part of the Common Areas; and other everyday maintenance expenses of the Common Areas. Notwithstanding any other provision in this Lease to the contrary, all Tenant's Common Area Charge charges shall be allocated based upon generally accepted accounting principles. Tenant Common Area Charges shall not include: (i) depreciation on the Shopping Center, including any fixtures or trade fixtures of Landlord, (ii) costs of any capital or other improvements or work made or performed for tenants of the Landlord, including any tenant allowance, (iii) finder fees and real estate broker commissions, (iv) mortgage principal or interest allocated to the Shopping Center using generally accepted accounting principles, (v) ground lease

payments, (vi) costs of correcting defects in the Shopping Center or construction of the Shopping Center or any improvements or additions thereto, unless part of the Common Areas, (vii) specific costs or charges billed to or otherwise paid or allocated to another tenant or occupant of the Shopping Center using generally accepted accounting principles, or (viii) any income, value added, excise, franchise or similar taxes.

ARTICLE IX **CONTROL OF COMMON AREAS BY LANDLORD**

Landlord reserves the following rights with respect to the Common Areas of the Shopping Center:

- (a) to establish reasonable rules and regulations for the use of the Common Areas, including, without limitation, the delivery of goods and the disposal of trash;
- (b) to use or permit the nonexclusive use of the Common Areas by others to whom Landlord may grant or have granted such reasonable rights in such manner as Landlord may, from time to time, reasonably designate, including, but not limited to, sales and special promotional events;
- (c) to temporarily close all or any portion of the Common Areas, to make repairs or changes in accordance with this Lease, to prevent a dedication of the Common Areas or the accrual of any rights to any person or to the public;
- (d) to change the layout of the Common Areas, including the right to add to or subtract from their shape and size, whether by the addition of building improvements or otherwise; provided, however, that in all events, such construction or change shall not obstruct or materially and adversely change the ingress or egress to the Premises, impair the visibility of the Premises or otherwise unreasonably interfere with Tenant's use and enjoyment of the Premises;
- (e) to enter into operating, maintenance or similar agreements with respect to the Common Areas; and
- (f) to do such other acts in and to the Common Areas as in Landlord's reasonable judgment may be desirable; provided, however, that such rights shall be exercised in such manner as not to unreasonably interfere with Tenant's conduct of its business in the Premises.

ARTICLE X **UTILITIES**

Upon Tenant's possession of the Premises, Tenant shall contract, in its own name, for and pay when due all charges for connection or use of water, gas, electricity, telephone, internet service, cable or satellite television service, garbage collection, sewer use and other utility services supplied to the Premises during the Term of this Lease. Under no circumstances shall Landlord be responsible for any interruption of any utility service except to the extent directly related to, caused by or resulting from (i) the gross negligence or wrongful acts, error or omissions of Landlord (including any of Landlord's (a) officers, (b) agents or employees or (c) contractors or subcontractors), (ii) any failure by Landlord to perform any of the agreements, terms or conditions of this Lease required to be performed by Landlord or to perform any obligations of Landlord in respect of this Lease, or (iii) any failure by Landlord to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority.

ARTICLE XI
(Intentionally Deleted)

ARTICLE XII
ALTERATIONS

Section 12.1. Other than Tenant Work and Initial Tenant Improvements (as defined in Section 34.1) and the Equipment (as that term is defined in Section 34.5) purchased by Tenant pursuant to that certain Equipment Purchase Agreement of even date herewith between Landlord and Tenant, Tenant shall not, without Landlord's prior written consent which will not be unreasonably withheld, either make, or cause to be made, any alterations, additions or improvements in or to the Premises or any part thereof (structural or otherwise), including, but not limited to, the foundations, the roof and any signs, shades or awnings located outside of the Premises. Nothing in this Article XII shall be construed to require Landlord's consent to maintain, repair or replace Tenant Work, Initial Tenant Improvements, the Equipment or any alterations, additions or improvements previously made by Tenant and approved by Landlord.

Section 12.2. Tenant shall promptly pay its contractors, subcontractors and materialmen for all work done or performed at the Premises by or on behalf of Tenant, so as to prevent the assertion or imposition of any lien or claim upon or against the Shopping Center, the Premises or Landlord. Should any such lien or claim be asserted or filed, Tenant shall bond against or discharge the same within ten (10) days after Tenant receives notice thereof. Landlord may satisfy and remove any such lien or claim by paying the full amount claimed or otherwise, without investigating the validity thereof, if Tenant fails to comply with the foregoing provision. Tenant shall reimburse Landlord, including Landlord's reasonable attorneys' fees, costs and expenses, together with interest at the rate of 15% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

ARTICLE XIII
SIGNS

Tenant will not, without Landlord's prior written consent, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises. Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Landlord's consent shall be deemed given only when this Lease is amended by an addendum executed by the parties hereto specifically describing the sign, awning, canopy or advertising matter permitted. Tenant agrees to comply with the provisions of Exhibit D, Tenant Sign Criteria, attached to and made a part of this Lease. Notwithstanding the foregoing, Tenant shall have the right to install one neon "open" sign and up to five other neon signs in the windows of the Premises advertising products sold by Tenant in accordance with all local governmental codes and Tenant's sign budget, and Landlord hereby approves Tenant's use of the signage identified on Exhibit G attached hereto.

ARTICLE XIV ASSIGNMENT OR SUBLICENSE

Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (i) financial responsibility of the new tenant, (ii) identity and business character of the new tenant and (iii) nature and legality of the proposed use of the Premises. Notwithstanding the foregoing, prior to the Commencement Date, Tenant shall have the right to assign this Lease to any corporation in which the individual guarantors of this Lease are majority shareholders, to any limited partnership in which the individual guarantors of this Lease are general partners, either directly or through another entity, or to a limited liability company in which the individual guarantors of this Lease own a majority of the interests.

Landlord shall have the right to assign its interest under this Lease or the Rent reserved hereunder.

ARTICLE XV REPAIRS

Landlord agrees to maintain in a good state of condition and repair as necessary the foundations, roof, exterior portions of the outside walls, gutters and downspouts of the Shopping Center, which shall be maintained by Landlord at its cost, except when the condition requiring such repairs shall result from the negligence or willful act of Tenant or Tenant's Representatives.

Except to the extent directly related to, caused by or resulting from, out of or in connection with (i) the gross negligence or wrongful acts, error or omissions of Landlord (including any of Landlord's (a) officers, (b) agents or employees or (c) contractors or subcontractors), (ii) any failure by Landlord to perform any of the agreements, terms or conditions of this Lease required to be performed by Landlord or to perform any obligations of Landlord in respect of this Lease, or (iii) any failure by Landlord to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority, in any of which events, such repairs and replacements shall be the obligation of Landlord, Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises including, but not limited to: all interior and exterior doors, door frames, windows and plate glass; the heating, ventilation & air conditioning (HVAC) systems; and the plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration and painting required by it during the Term at its own cost and expense, to pay for any repairs to the Premises or the Shopping Center made necessary by any negligence or willful act of Tenant or Tenant's Representatives and to maintain the Premises in a safe, clean, neat and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury or loss of business arising from the making of any repairs by Landlord, Tenant or other tenants to the Premises or the Shopping Center, regardless of under which Article of this Lease such repairs are made. In the event of an emergency or in the event Tenant fails within a reasonably practicable time period after written notice from Landlord as to the need for such repairs to make such repairs for which Tenant is responsible under this Lease, Landlord may make such repairs and, upon completion thereof, Tenant shall forthwith pay, as additional rent, Landlord's actual and reasonable costs for making such repairs or replacements, together with interest upon such sums as shall be advanced by Landlord from the date of

advancement at the rate of 15% per annum until reimbursed by Tenant. Notwithstanding any provision in this Lease to the contrary, Landlord shall be responsible for all costs to repair or replace any component of the HVAC system in excess of \$500.00 in the aggregate incurred during the first three years of the Term.

ARTICLE XVI CONDITION OF PREMISES

Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made by or on behalf of Landlord to Tenant respecting the condition of the Premises or the manner of operating the buildings or the making of any repairs to the Premises. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with Article XXVII below and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear and casualty loss excepted.

ARTICLE XVII PERSONAL PROPERTY AT RISK OF TENANT

All personal property and trade fixtures in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property or trade fixtures of Tenant or its agents or employees in the Premises caused by any casualty, steam, electricity, sewage, gas or odors or from water, rain or snow which may leak into, issue or flow into the Premises from any part of the Shopping Center or from any other place, or for any damage done to Tenant's property in moving same to or from the Shopping Center or the Premises. Tenant shall give Landlord or its agents, prompt written notice of any damage to or defects in water pipes, sewer, electrical, gas or warming or cooling apparatus in the Premises.

Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant Work, Initial Tenant Improvements, any other alterations, additions or improvements to the Premises previously made by Tenant whether or not approved by Landlord, the Equipment or any other personal property located on or about the Premises except to the extent directly related to, caused by or resulting from, out of or in connection with (i) the gross negligence or wrongful acts error or omissions of Landlord (including any of Landlord's (a) officers, (b) agents or employees or (c) contractors or subcontractors), (ii) any failure by Landlord to perform any of the agreements, terms or conditions of this Lease required to be performed by Landlord or to perform any obligations of Landlord in respect of this Lease, or (iii) any failure by Landlord to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority.

ARTICLE XVIII LANDLORD'S RESERVED RIGHTS

Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business and without effecting an eviction of Tenant or a disturbance of Tenant's use or giving rise to any claim for set-off or abatement of rent, Landlord and its agents shall have the right to:

- (a) change the name or street address of the Shopping Center;
- (b) install and maintain signs on the Shopping Center;

- (c) have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) at reasonable times, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises (provided that the same do not impair Tenant's improvements to the Premises), the Shopping Center or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Shopping Center all materials required, and to temporarily close or suspend operation of entrances, doors, corridors or other facilities to do so;
- (e) possess passkeys to the Premises;
- (f) show the Premises to prospective Tenants at reasonable times during the six-month period prior to expiration of the term of this Lease and exhibit "For Rent" signs thereon; and
- (g) take any and all reasonable measures, including inspections or the making of repairs, alterations and additions and improvements to the Premises or to the Shopping Center, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Shopping Center.

ARTICLE XIX ACCESS BY LANDLORD

Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable times upon reasonable advance notice to Tenant (except in cases of emergency) to inspect the Premises, to show the Premises to prospective purchasers and tenants, and to make such repairs, alterations, improvements or additions as permitted under this Lease, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business.

ARTICLE XX INSURANCE

Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Shopping Center or increase the risks covered by insurance on the Shopping Center or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Shopping Center on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. However, this waiver shall apply only when permitted by applicable policies of insurance.

ARTICLE XXI INDEMNITY

Except to the extent any such Damages shall be directly related to, caused by or result from, out of or in connection with (i) the gross negligence or wrongful acts error or omissions of Landlord (including any of Landlord's (a) officers, (b) agents or employees or (c) contractors or subcontractors),

(ii) any failure by Landlord to perform any of the agreements, terms or conditions of this Lease required to be performed by Landlord or to perform any obligations of Landlord in respect of this Lease, or (iii) any failure by Landlord to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority, Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity or governmental authority (collectively, "Damages) arising out of or in any way connected with (w) any failure by Tenant to perform any of the agreements, terms or conditions of this Lease required to be performed by Tenant; (x) any failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; (y) any accident, death or personal injury, or damage to or loss or theft of property, arising from, related to or connected with the conduct and operation of Tenant's business in the Premises or (z) any risks associated with any so-called "dram-shop" liability related to Tenant's operations on the Premises.

ARTICLE XXII LIABILITY INSURANCE

Tenant at all times during the term of this Lease shall, at Tenant's expense, provide and maintain with respect to the Premises comprehensive general public liability insurance on an occurrence basis in form customarily written for protection of tenants and landlords, insuring Tenant as the named insured and Landlord as an additional insured, providing coverage of not less than Two Million Dollars (\$2,000,000) single limit for injuries to any person, for injuries to persons in any one occurrence and for damage to property, provided such minimum of insurance coverage shall not limit Tenant's liability under any provisions of this Lease. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant agrees to pay Landlord, upon demand, the premium cost thereof. Tenant agrees to provide Landlord with evidence of such coverage upon Tenant's possession of the Premises and at anytime Landlord requests evidence of such coverage.

ARTICLE XXIII DAMAGE BY FIRE OR OTHER CASUALTY

If, during the Term, the Premises shall be so damaged by fire or other casualty as to be rendered wholly or partially un-tenantable, then the Rent under this Lease shall abate while the Premises remain un-tenantable. In the event of such damage, if Landlord determines, in its good faith reasonable judgment, that the repair of such damage can be accomplished in a commercially reasonable manner within one hundred twenty (120) days after the occurrence of such damage, then Landlord shall so advise Tenant as soon as practicable (but not later than thirty (30) days) after the occurrence of such damage and shall use its best efforts to complete the necessary repairs within such 120-day period. If Landlord determines, in its good faith reasonable judgment, that the repair of such damage cannot be accomplished in a commercially reasonable manner within such 120-day period, then as soon as practicable (but not later than thirty (30) days) after the occurrence of such damage Landlord shall notify Tenant in writing of such determination and the anticipated time required to complete the necessary repairs and may elect either to repair such damage or to terminate this Lease. If Landlord elects, pursuant to the preceding sentence, to repair the damage, then Landlord shall notify Tenant in writing of such election as soon as practicable (but not later than thirty (30) days) after the occurrence of such damage and shall undertake to

complete the necessary repairs as soon as practicable and without unnecessary delay; provided, however, that if Landlord has notified Tenant that the anticipated time required to complete the necessary repairs is more than one hundred eighty (180) days, then Tenant shall have the right, exercisable within twenty (20) days after Tenant's receipt of Landlord's notice as to such anticipated time, to terminate this Lease by written notice to Landlord stating the effective date of such termination (which shall not be more than one hundred twenty (120) days after Tenant's receipt of Landlord's notice as to such anticipated time). If Landlord is entitled to terminate this Lease pursuant to this Article XXIII, then Landlord may do so by written notice to Tenant within thirty (30) days after the occurrence of such damage. If Landlord has the right to terminate this Lease pursuant to this Article XXIII but does not, within thirty (30) days after the occurrence of the relevant damage, notify Tenant of Landlord's election with respect to either the repair of the relevant damage or the termination of this Lease, then Landlord shall be deemed to have elected to terminate this Lease. The termination of this Lease by Landlord pursuant to this Article XXIII shall be effective as of the date of the damage which gives rise to the right on the part of Landlord to terminate this Lease, but Tenant shall have a reasonable time (not less than thirty (30) days after Tenant's receipt of the notice of termination from Landlord or the automatic termination of this Lease pursuant to the preceding sentence) to vacate the Premises. If the Premises are damaged by such fire or other casualty and Landlord is required or elects pursuant to this Article XXIII to repair the Premises, then such repairs need not exceed the quality and finish of the Premises as they existed on the date of this Lease. If the extent of damage is not so great so as to render the Premises un-tenantable, the Premises will be promptly repaired and the Base Rent will not be abated in whole or in part. Tenant shall promptly notify Landlord of any damage to the Premises by fire or other casualty occurring during the term of this Lease.

ARTICLE XXIV CONDEMNATION

If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the Base Rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such Rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (i) to terminate this Lease by giving written notice of such termination to Landlord not later than 30 days after the taking or (ii) to continue in possession of the remainder of the Premises, except that the Base Rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease or for any other estate or interest in the Premises now or hereafter vested in Tenant.

ARTICLE XXV DEFAULT OR BREACH

Each of the following events shall constitute a default or a breach of this Lease by Tenant (an "Event of Default"):

- (a) Tenant fails to pay Landlord any Rent or any other amounts required to be paid by Tenant within five (5) days after the due date;
- (b) Other than in respect to a casualty event, Tenant vacates or abandons the Premises or ceases to continually use the Premises for the purposes stated in Article IV above;

- (c) Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act by answer or otherwise or makes an assignment for the benefit of creditors;
- (d) Involuntary proceedings under such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment; or
- (e) Tenant breaches any of the other agreements, terms, covenants or conditions which this Lease requires Tenant to observe or perform, and such breach continues for a period of thirty (30) days after notice from Landlord to Tenant; or if such breach cannot be cured reasonably within such thirty (30) day period and Tenant fails to commence to cure such breach within thirty (30) days after notice from Landlord or fails to proceed diligently to cure such breach within a reasonable time period thereafter (not to exceed ninety (90) days).

ARTICLE XXVI **EFFECT OF EVENT OF DEFAULT**

Upon the occurrence of any Event of Default Landlord may exert any one or more of the following rights subject to Landlord's duty to use commercially reasonable efforts to mitigate its damages, including but not limited to using commercially reasonable efforts to re-let the Premises:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Should Landlord elect to reenter as provided in this subparagraph (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord shall use its commercially reasonable good faith efforts to re-let the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms as Landlord, in its commercially reasonable discretion, may determine and Landlord may collect and receive the rent. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this subparagraph (b) or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or re-letting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.
- (c) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of the Landlord's rights and remedies under this Lease, including the right to recover the Rent and any other charges and adjustments as may become due hereunder.

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Nebraska.

ARTICLE XXVII **SURRENDER; HOLDING OVER**

Upon termination of this Lease, whether by expiration of the Term or otherwise, Tenant shall peaceably surrender the Premises, including all Tenant Work, Initial Tenant Improvements and any other alterations, additions, improvements, decorations and repairs made to the Premises, clean and in good condition and repair, reasonable wear and tear excepted and damage from casualty, eminent domain or negligent or willful act of Landlord, its officers, agents or employees. Tenant may remove all its trade fixtures, including the Equipment, as that term is defined in Section 35.4, and any of its other business equipment and personal property not expressly required under the provisions of this Lease to be surrendered to Landlord, before surrendering the Premises as aforesaid, but shall repair any damage to the Premises caused thereby. Any property of Tenant not removed within five (5) business days after the date of the expiration or earlier termination of the Term or this Lease shall be deemed abandoned by Tenant and may be disposed of by Landlord without any obligation to account to Tenant therefor.

If the Premises are not promptly surrendered upon termination of this Lease as hereinabove set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding tenant founded on such delay and lost rentals and prorate charges. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

If Tenant remains in possession after termination of this Lease without a written lease, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts Base Rent and all other amounts required to be paid by Tenant under this Lease for a period after termination, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all of the other terms and provisions of this Lease, except that the Base Rent will be twice the monthly Base Rent in effect immediately prior to the termination.

ARTICLE XXVIII **SUBORDINATION AND ATTORNMENT**

Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Shopping Center or any part thereof, and Tenant agrees to execute, acknowledge and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord. Tenant further agrees to execute any estoppel certificate which may be required by any lender of Landlord or mortgage holder on the Shopping Center.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such

assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

ARTICLE XXIX NOTICES

Any notice given hereunder shall be given in writing and sent by personal delivery or by registered or certified mail to Landlord at the address set forth in Fundamental Lease Provision Article I, subparagraph (b) and to Tenant at the address set forth in Fundamental Lease Provision in Article I, subparagraph (d) or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

ARTICLE XXX (Intentionally Deleted)

ARTICLE XXXI RULES AND REGULATIONS

Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Shopping Center, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to adopt and to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness or proper operation of the Premises and the Shopping Center; provided, however, that no such rule or regulation, including any such rule or regulation expressly set forth in this Lease, shall be deemed to apply to Tenant operations of the Premises to the extent that such rule or regulation shall (i) conflict with any provision of this Lease or (ii) unreasonably interfere with Tenant's use and occupancy of the Premises for its intended purposes.

Tenant agrees as follows:

- (a) The delivery or shipping of goods, merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Shopping Center.
- (b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's reasonable discretion; provided, however, that Tenant may use outdoor speakers in furtherance of its operations in the Patio Area, subject to such reasonable rules and regulations applicable to all tenants of the Shopping Center as Landlord may from time to time prescribe.
- (c) Subject to Section 35.3, Tenant shall not place or permit any obstructions or merchandise in the outside or Common Areas immediately adjoining the Premises or other common facilities, and shall not use such areas for business purposes other than for ingress and egress.

- (d) Between Landlord and Tenant, Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery.
- (e) Tenant shall not permit on the Premises any act or practice which is unlawful, immoral or which might injure the reputation of the Shopping Center.
- (f) Tenant and Tenant's employees and agents shall not solicit business in the parking or other Common Areas, nor shall Tenant distribute or place handbills or other advertising matter in or on automobiles parked in the parking areas or other Common Areas.
- (g) Tenant shall use reasonable efforts consistent with industry standards to maintain the Premises free and clear of rodents, bugs and vermin. Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Premises.
- (h) Tenant shall not burn any trash, rubbish or garbage in or about the Premises or the Shopping Center.

ARTICLE XXXII
(Intentionally Deleted)

ARTICLE XXXIII
MISCELLANEOUS

Section 33.1. Binding on Assigns. All terms, conditions and agreements of this Lease shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

Section 33.2. Amendment in Writing. This Lease includes all Exhibits attached to this Lease. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing and signed by the parties. This Lease shall not be effective or binding on any party until executed by both parties.

Section 33.3. Non-waiver. The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

Section 33.4. No Surrender. No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of Rent or any other sums due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

Section 33.5. Captions; Construction. The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe or construe the contents of such paragraphs. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review

this Lease and that this Lease will not be construed against a party merely because a party has drafted a provision.

Section 33.6. Brokers. Each party represents and warrants to the other that it has not dealt with any broker in connection with this Lease. The execution and delivery of this Lease by each party shall be conclusive evidence that such party has relied upon the foregoing representation and warranty. Each party shall indemnify and hold the other harmless from and against any and all claims for commissions, fees or other compensation by any person or entity who shall claim to have dealt with such party in connection with this Lease and for any and all costs incurred by thereby in connection with such claims, including, without limitation, reasonable attorneys' fees and disbursements. The provisions of this Section 33.6 shall survive the expiration of the Lease.

Section 33.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 33.8. Authority of Tenant. The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligations under this Lease, have been duly authorized and approved by all necessary corporate, partnership or limited liability company action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership) or operating agreement (if a limited liability company), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

Section 33.9. Authority of Landlord. Landlord warrants and represents that it is the owner of the Premises and the execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligations under this Lease, have been duly authorized and approved by all necessary corporate, partnership or limited liability company action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership) or operating agreement (if a limited liability company), and other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

Section 33.10. Confidentiality. Neither Tenant nor Landlord or any of their respective officers, agents, directors, managers, contractors, affiliates, accountants, licensees, employees, or attorneys, shall disclose any terms of this Lease to any party whatsoever except as expressly allowed in this Section 33.10. Tenant and Landlord shall each limit the disclosure of the terms of this Lease only to their respective: (i) accountants, attorneys, consultants, brokers and other representatives; and (ii) to their respective employees who have a reasonable business need to be aware of such terms. Upon breach or threatened breach of this Section 33.10, the non-breaching party shall be entitled to seek injunctive or other equitable relief. The terms of this Section 33.10 shall not be breached should a party to this Lease be compelled by subpoena or other court order to disclose the terms of this Lease; in such event, however, the disclosing party shall give immediate notice to the non-disclosing party of such subpoena or other possible requirement of disclosure in order to afford the non-disclosing party an opportunity to seek an appropriate protective order from the court or other tribunal having jurisdiction of the Premises to limit the public disclosure further as to the contents of this Lease.

Section 33.11. Cancellation of Lease. Whenever Landlord or Tenant shall cancel or terminate this Lease (other than for reason of an Event of Default) pursuant to any provision of this Lease, this Lease and all obligations of Landlord and Tenant under this Lease shall be deemed to be nullified and of no further force and effect other than as expressly deemed to survive by the terms of this Lease and in respect to any liability under this Lease of such party to the other party then existing, which liability survive such cancellation or termination.

Section 33.12. Other Definitions. Whenever used in this Lease, the term "include", "included", "including" shall in all instances be construed as if followed by the words "without limitation"; the term "party" shall mean Landlord or Tenant, individually; and the term "parties" shall mean Landlord and Tenant, collectively. All references in this Lease to Articles, Sections or subparagraphs shall mean the Articles, Sections and subparagraphs of this Lease.

Section 33.13. Quiet Possession. Landlord covenants and agrees with Tenant that so long as Tenant pays the Rent, and observes and performs all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease and all rights-of-way, easements, covenants, restrictions and other matters of record affecting the Premises.

Section 33.14 Waiver. The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

Section 33.15 Validity and Enforcement of Lease. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

ARTICLE XXXIV **INITIAL IMPROVEMENTS OF THE PREMISES**

Section 34.1. Landlord shall deliver possession of the Premises to Tenant in an "As Is" condition as of the Commencement Date, subject to any other applicable provision of this Lease. By taking possession of the Premises, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Premises are in an acceptable condition. In no event shall Landlord be liable to Tenant for latent defects.

Tenant shall promptly perform "Tenant Work" and otherwise install and construct the Initial Tenant Improvements at Tenant's cost and expense (but subject to Section 34.2). For purposes of this Lease, Tenant Work shall mean that Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, fixtures, floor coverings, any special equipment and other items of personal property as may be necessary for the operation of Tenant's business on the Premises, as determined to be necessary and appropriate by Tenant in Tenant's sole and absolute discretion. All improvements made to the Premises by Tenant in furtherance of the Tenant Work are hereinafter sometimes called "Initial Tenant Improvements." Tenant Work and Initial Tenant Improvements are generally described and identified in Exhibit "F," all of which shall be deemed to be approved by Landlord.

Section 34.2. Tenant's Allowance. Landlord shall pay to Tenant the amount set forth in Fundamental Lease Provision, subparagraph (s) to reimburse Tenant for a portion of cost of the construction and completion of Tenant Work and Initial Tenant's Improvements. Such payment shall be subject to the following conditions: (i) Tenant shall deliver to Landlord reasonably satisfactory documentation of all costs and expenses incurred in connection with Tenant Work and Initial Tenant's Improvements; and (ii) Tenant shall furnish to Landlord copies of lien waivers or releases from all suppliers, materialmen, contractors and subcontractors who have supplied either labor or materials in connections with Tenant Work or Initial Tenant's Improvements.

Section 34.3 Premises Compliance As At Commencement. Notwithstanding any provision in this Lease to the contrary, Landlord hereby represents to the Tenant that to the best of Landlord's knowledge after due and diligent inquiry, the Shopping Center and the Premises are in full compliance with all applicable laws, statutes, ordinances and governmental rules and regulations in effect at the time, including the Americans With Disabilities Act of 1990, as amended, excepting however any non-compliance that would not be reasonably expected to have a material adverse effect on the Premises or Tenant's occupancy of the Premises.

ARTICLE XXXV OTHER PROVISIONS

Section 35.1. Limited Exclusive Use. As an inducement to Tenant's agreement to enter into this Lease and understanding that Tenant is relying thereupon, Landlord hereby covenants and represents that during the Term, Landlord shall not rent space in the Shopping Center to any person or entity whose primary business activity is or would be the sale of pizza, carry out pizza or delivery of pizza. For purposes of this Section 35.1, "primary business activity" means pizza or pizza-like items on their menu(s) constituting more than twenty-percent (20%) of gross sales.

Section 35.2 Option to Extend Lease. If this Lease shall be in force and effect on the date for the expiration of the Term, and Tenant shall not then be in default under this Lease, Tenant shall have the right, at its option ("Extension Option"), to extend the Term for one additional two (2) year period (the "Option Period") upon the same terms and conditions contained in this Lease. To exercise the Extension Option, Tenant shall notify the Landlord in writing, at any time during the original Term, but no later than July 1, 2018. In the event Tenant shall have exercised the Extension Option and the Term shall be so extended, then the word Term shall mean and include the Option Period; provided however, for purposes of clarification, if having exercised the Extension Option and thereafter Tenant shall become in default under this Lease such that Landlord shall have exercised any of its rights under Article XXVI prior to the commencement of the Option Period, then Tenant shall not be liable to Landlord for any Rent or any other amount due by application of any provision of this Lease for the Option Period.

Section 35.3 Patio Area. Landlord agrees that Tenant shall be allowed exclusive use of the existing patio area in front of the Premises more particularly described on Exhibit C (the "Patio Area") for no Rent or other compensation, and the Premises thereby shall be deemed to include the Patio Area; provided, however, the square footage of the Patio Area shall not be used in calculating the Tent Fraction for any purpose whatsoever. Tenant agrees to maintain the Patio Area and keep it in a neat and clean condition. Notwithstanding any other provision in this Lease to the contrary, Landlord hereby consents Tenant's installation of planters, pots furnishings and similar items in the Patio Area.

Section 35.4 Purchase of Furniture, Fixtures and Equipment. Landlord has agreed to sell, and Tenant has agreed to purchase certain furniture, fixtures and equipment ("Equipment") from Landlord

pursuant to and in accordance with the terms and conditions set forth in that certain Equipment Purchase Agreement ("EPA") and Bill of Sale thereto of even date herewith (copies of which are attached hereto, for reference purposes only, as Exhibit E). In the event any item of the Equipment is transferred to Tenant subject to any Lien (as defined in the EPA) and any item of the Equipment is foreclosed upon by any holder of a Lien or if Tenant is otherwise deprived of title or possession of any item of the Equipment as a result of any such Lien, Tenant shall be entitled to deduct from Base Rent otherwise payable by it under this Lease an amount equal to the lesser of (i) the amount actually paid by Tenant to discharge any such Lien on such item of Equipment or (ii) the Purchase Price (as defined in the EPA) paid by Tenant for such item of Equipment.

Section 35.5 Exhibits. The following items and exhibits are attached to and made a part of this Lease:

Personal Guaranty

Exhibit "A"	The Premises
Exhibit "B"	The Shopping Center
Exhibit "C"	Patio Area
Exhibit "D"	Tenant Sign Criteria
Exhibit "E"	Copy of Equipment Purchase Agreement (for reference purposes only)
Exhibit "F"	Tenant Work; Initial Tenant Improvements
Exhibit "G"	Tenant's Pre-Approved Signage

Section 35.6 Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the date of any performance, including the due date of any payment obligation, under this Lease falls on a Saturday, Sunday or legal holiday under the laws of either of the State of Nebraska or the United States of America, the date of such performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday under the laws of either of the State of Nebraska or the United States of America.

Section 35.7 Lease to be Construed as Offer to Lease. Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to Tenant by Landlord to lease the Premises to Tenant.

Section 35.9 Tenant's Additional Right to Terminate Lease. Notwithstanding any provision of this Lease to the contrary, Landlord agrees that Tenant may terminate this Lease at any time prior to September 30, 2013, if notwithstanding its best efforts and having acted in good faith Tenant has not obtained a Class I liquor license applicable to the Premises within one hundred twenty (120) after the Commencement Date; provided that Tenant shall have applied for such license not later than five (5) business days after the Commencement Date. Such termination shall be effective as of the date specified in a written notice of termination from Tenant to Landlord pursuant to this Section. Tenant agrees to promptly file a complete application with the Nebraska Liquor Control Commission (the "Commission") for a Class I liquor license and to use commercially reasonable efforts to diligently cooperate with the Commission and the local governing body in processing such application. In the event Tenant's application is delayed through no fault of Tenant, Tenant shall not be required to pay Base Rent during such delay, but not to exceed an additional 60 days.

[Remainder of Page Intentionally Blank. Signature Page, Personal Guaranty and Exhibits Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Southport Center Lease as of the day and year first above written.

PizzaWest, Inc., a Nebraska corporation, Tenant

By:


James M. DeRouchey, President

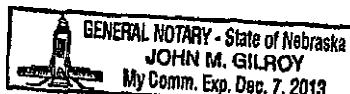
Southport Center, LLC, a Nebraska limited liability company, Landlord

By:


John L. Hoich, Managing Member

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

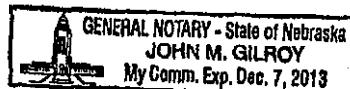
The foregoing instrument was acknowledged before me on March 11, 2013, by James M. DeRouchey, President of PizzaWest, Inc., a Nebraska corporation, on behalf of the corporation.

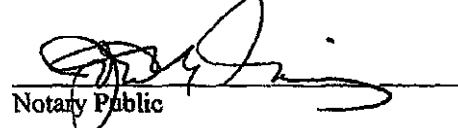



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on March 11, 2013, by John L. Hoich, Managing Member of Southport Plaza, a Nebraska limited liability company, on behalf of the limited liability company.




Notary Public

PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Southport Center, LLC ("Landlord"), a Nebraska limited liability company, to enter into that Lease (the "Lease") with PizzaWest, Inc. ("Tenant"), a Nebraska corporation, dated March 11, 2013, the undersigned hereby absolutely, irrevocably and unconditionally guarantees to Landlord the full and complete payment of all rent and other monetary obligations and the performance of all of the duties, obligations, liabilities, indemnifications and responsibilities of Tenant under the Lease. The undersigned further agrees that this liability shall not be released or affected by an extension of time for payment, by any forbearance by Landlord, or by any assignment or modification of the Lease. Notwithstanding any other provisions of this Personal Guaranty to the contrary, (i) this Personal Guaranty shall not modify the obligations of Tenant under the Lease or require the undersigned to expand the obligations of Tenant under the Lease and (ii) the undersigned expressly reserves for himself all rights, setoffs, counterclaims and defenses to which Tenant is or may be entitled under the Lease.

Dated this 11th day of March 2013.

James M. DeRouchey
10853 South 166th Street
Omaha, NE 68136

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me on March 11, 2013, by James M. DeRouchev.




Notary Public

EXHIBIT "A"
THE PREMISES

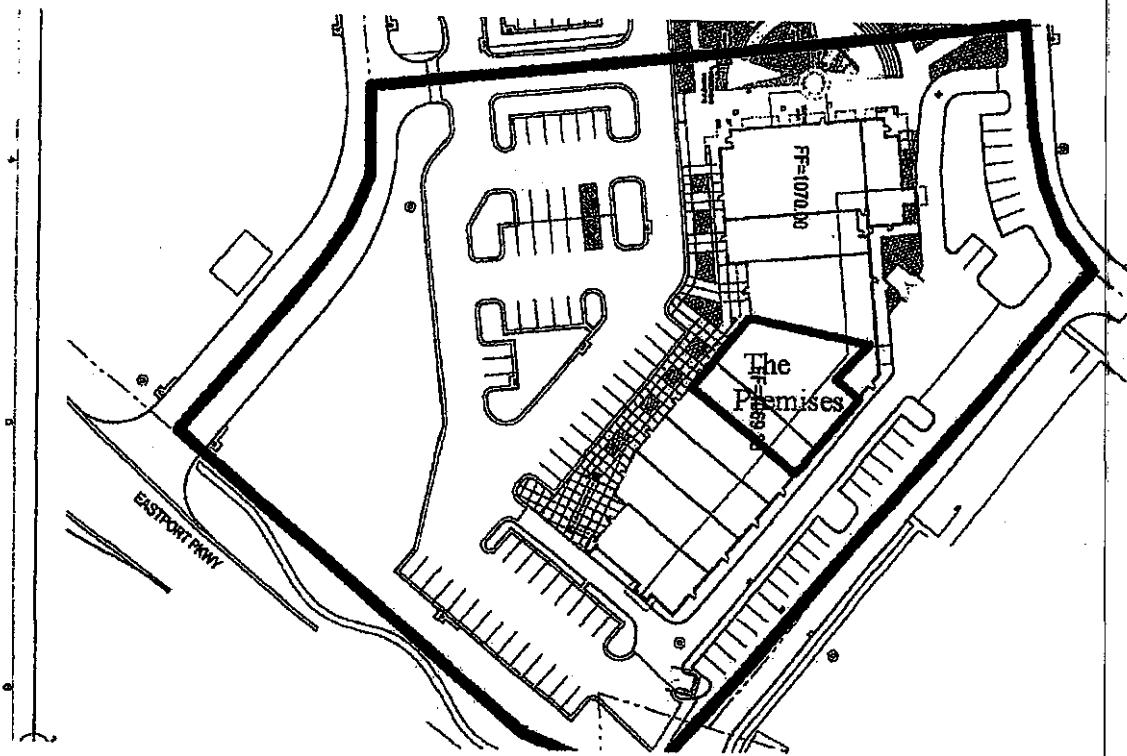


EXHIBIT "B"
THE SHOPPING CENTER

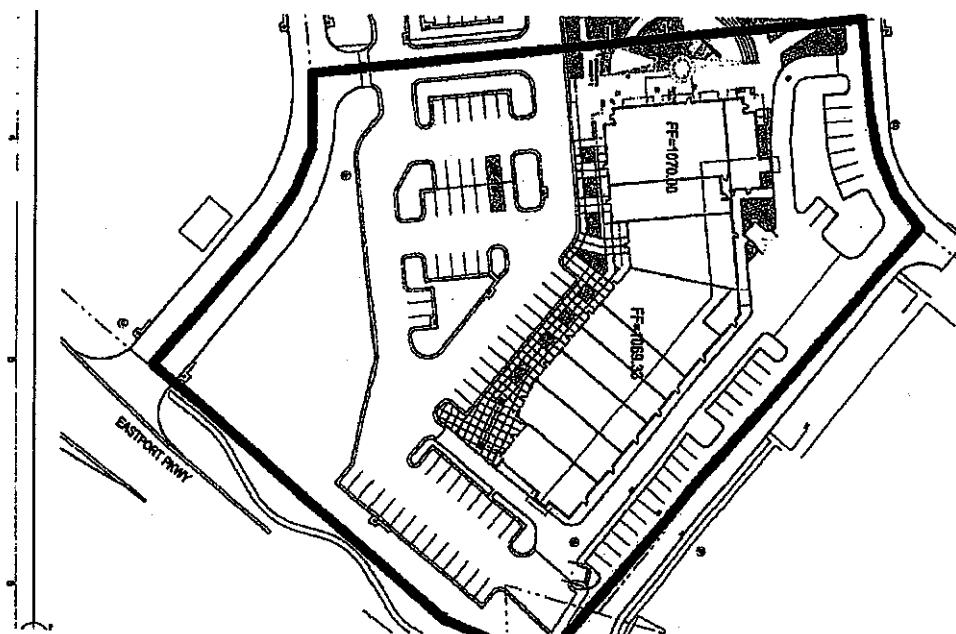
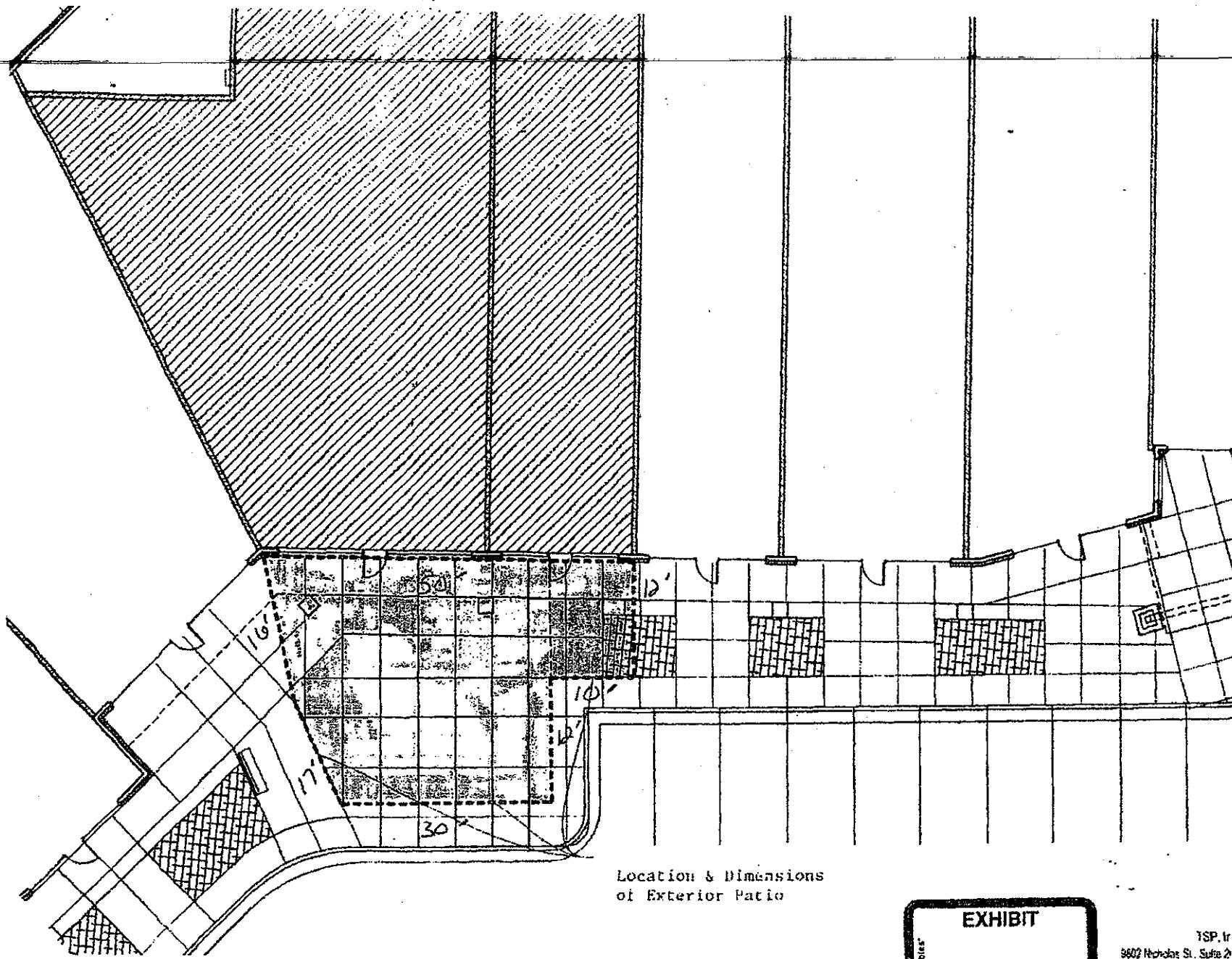


EXHIBIT "C"
PATIO AREA



Location & Dimensions of Exterior Patio

EXHIBIT

1SP, Jr
9602 Nicholas St. Suite 2
Omaha NE 681

EXHIBIT "D"
EXTERIOR SIGN SPECIFICATIONS

This criteria has been established for the purpose of assuring an outstanding shopping center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any nonconforming installation or unapproved sign must be brought into conformance at the expense of the Tenant.

General Requirements:

1. Signs must be store and business name identification signs only and shall be placed on the building façade in the location approved by Landlord's consent and discretion. Sign copy shall be limited to the proper business name of the Tenant. No script will be permitted unless it is part of an established trademark of Tenant.
2. All signs and their installation shall comply with all local building and electrical codes.
3. Wording on signs shall not include the product sold except as part of Tenant's trade name or insignia.
4. Tenant is required to maintain its signs in good working order at all times. At installation and upon the termination of the Tenant's Lease, the Tenant will remove its sign and repair any damaged EIFS (Exterior Insulation Finish System) or other damage caused by the sign to a condition acceptable to the Landlord. All repairs to exterior EIFS must be performed by an EIFS contractor acceptable to the Landlord and all penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent EIFS finish.
5. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, storefront, upon the exterior walls of the building, or within 24 inches of the show or storefront windows.
6. Each Tenant who has a non-customer door for receiving merchandising may have, as approved by the Landlord, in 2-inch high block letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied. Color of letters will be as selected by the Landlord.
7. No can, box, exposed skeleton neon, non-illuminated, audible, flashing or animated signs shall be allowed. No signs with the face perpendicular to the face of the building or storefront shall be allowed. No exposed lamps, transformers, tubing, raceways, crossover, conductors or conduit shall be allowed.
8. Subject to Landlord's specific approval, registered corporate logos, shield, etc., will be permitted provided they are contained within the designated signable area, comply with these sign specifications and conform to the applicable height, width and color allowance as outlined.

9. Revisions to or deviations from these specifications and conditions, including reallocation or relocation of assigned signable area shall be at Landlord's sole discretion.
10. Tenant shall install on the storefront the numbers for the street address and/or suite number in the exact location, size, type and color as required by the Landlord.

Sign Manufacturing Requirements:

1. Only sign vendors approved by the Landlord shall be allowed to manufacture and install all exterior signage.
2. Tenant shall be liable for the operations of Tenant's sign contractor.
3. All signs shall be constructed and installed, including electrical hook-up from Tenant's meter, at Tenant's expense.
4. No projections above or below the sign limits will be permitted. Signs must be within limits indicated.
5. Signs must not exceed 40" in height. The depth from the back of the sign to the face shall be a maximum of five inches. If text is stacked due to restricted length, each line of text must be no less than 12" in height with overall signage height not to exceed 40".
6. Signs shall consist of individually and internally illuminated pan channel letters with a 1" trim cap and mounted to 8" high x 8" deep raceways. Raceways shall be required to be painted to match the building facade. The color of the returns shall be approved by the Landlord. Letter fastening clips are to be concealed and be of galvanized stainless or aluminum metals.
7. No sign letters or components shall have exposed neon or other exposed lighting. All light sources shall be concealed by translucent material. Sign letters or components may be back-illuminated with lamps wholly concealed within the depth of the letter. Maximum brightness shall not exceed 100 foot-lamberts.
8. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location, except UL labels as provided by code.
9. The width of Tenant's fascia sign shall not exceed 80 percent of the width of Tenant's bay and shall be centered vertically and horizontally on the allocated sign area.
10. Individual illuminated channel letters shall be constructed out of aluminum with 5" returns and $\frac{1}{4}$ " weep holes in the bottom of each letter.
11. Plexiglas faces shall be 3/16" thick and Landlord shall approve color. Trimcap to be 1" wide and color shall be approved by Landlord.
12. Each channel letter and transformer(s) to be wired behind the mounting surface.

13. Midpoint grounded installations shall not be acceptable.
14. All signs must be UL approved. All transformers must comply with NEC Article 600-23 and UL's 2161 specifications per the City of Omaha's electrical code. These transformers are also known as Ground Fault Protected Transformers. 60 MA transformers shall use all mercury (argon gas) tubing. 30MA transformers may be used on red (neon) tubing.

Prohibited Signs:

The following sign types or sign components will not be permitted:

1. Signs of box or cabinet type.
2. Letters using any color, style, material or placement other than those specified by criteria.
3. Signs employing exposed transformers.
4. Moving or rotating signs.
5. Signs employing moving or flashing lights.
6. Signs, letters, symbols or identification of any nature painted directly on sign or background surfaces.
7. Signs employing un-edged or uncapped letters, or letters with no returns and exposed fastenings.
8. Cloth, wood, paper or cardboard signs, stickers, decals, or painted signs around or on exterior surfaces (including doors and/or windows) of the Premises, unless approved by Landlord.
9. Freestanding signs.
10. Rooftop signs.
11. Signs employing noise-making devices or components.
12. Signs exhibiting the names, stamps, or decals of the sign manufacturer or installer.

Submittals and Approval:

1. Signs must be approved by the Landlord before manufacturing is begun or permits are applied for and will be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of the Landlord.
2. Approval of sign drawings, store design drawings or working drawings and specifications for the Premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings and specifications is required.
3. Tenant shall submit drawings and specifications including samples of materials and colors, if needed, for all proposed sign work to Landlord before fabrication. Three (3) sets of detailed drawings shall be submitted to Landlord. The drawings shall clearly show location, size, layout, method of attachment, design, colors, proposed graphics, logos, and position and location of sign on the building elevation. Tenant should note that approval may take two or more weeks. Full information regarding electrical load requirements and brightness in foot-lamberts is to be included for all signs.

4. Landlord shall return one (1) set of the sign drawings to the Tenant marked "Approved" "Approved as Noted," or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall need to obtain any applicable sign permit from the City of La Vista. The City of La Vista will not approve the sign permit without a drawing marked with Landlord's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Landlord for approval. The Landlord will retain two (2) sets of drawings.
5. No signage shall be manufactured or installed until the Landlord with the "Approved or "Approved as Noted" has returned the drawings.
6. All permits for signs and their installation shall be obtained by the Tenant or Tenant's representative and shall be signed by the Landlord prior to being sent to the City of La Vista.

EXHIBIT "E"
COPY OF EQUIPMENT PURCHASE AGREEMENT AND BILL OF SALE
(FOR REFERENCE PURPOSES ONLY)

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 11th day of March, 2013 (the "Effective Date"), by and between Southport Center, LLC, a Nebraska limited liability company ("Seller") and PizzaWest, Inc., a Nebraska corporation ("Buyer"). Seller and Buyer are sometimes referred to herein separately as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Seller, as Landlord, and Buyer, as Tenant, have entered into that certain Southport Center Lease of even date herewith ("Lease"), pursuant to which Buyer has leased from Seller the premises located at 12040 McDermott Plaza, Suite 300, La Vista, NE 68128 (the "Premises"); and

WHEREAS, Seller desires to sell certain equipment to be used by Buyer in the conduct of its business at the Premises, and Buyer desires to acquire such equipment upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, and conditioned upon the full execution of the Lease, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the equipment described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Equipment").

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Equipment shall be a fixed, lump sum amount of [REDACTED] (the "Purchase Price").

3. Payment of Purchase Price. Buyer and Seller agree that the Purchase Price shall be paid by Buyer to Seller by a check drawn on the account of Buyer to be delivered upon the full execution of this Agreement and the Lease.

4. No Assumption of Obligations. Except for the payment of the Purchase Price as set forth in this Agreement, Buyer shall assume no liabilities, cost, expenses or other obligations of any type in connection with the purchase of the Equipment.

5. Delivery. Conditioned upon (a) Buyer's receipt of the duly executed Bill of Sale (as defined in Paragraph 6 of this Agreement) and (b) Buyer's delivery of the Purchase Price to Seller, Seller shall make available to, and Buyer shall be entitled to take possession of, the Equipment at the Premises as of the Effective Date.

6. Transfer Documents. Concurrently with the execution of this Agreement, Seller shall duly execute and deliver to Buyer a bill of sale in the form of Exhibit "B" attached hereto ("Bill of Sale"), and further agrees that from and after the execution of this Agreement Seller shall execute and deliver to Buyer such other good and sufficient instruments of sale, assignment, conveyance and transfer as shall be required to effectively vest in Buyer all of Seller's right, title, and interest in and to the Equipment, free and clear of all liens, encumbrances, security interests, actions, claims and equities of any kind whatsoever.

7. Representations, Warranties and Covenants. Seller warrants, represents and covenants to and with Buyer that (a) Seller has full right and lawful authority to enter into this Agreement and to sell the Equipment and Seller's performance of its obligations under this Agreement will not violate any agreement,

document, trust (constructive or otherwise), order, judgment or decree to which Seller is a party or by which it is bound; (b) Seller is the sole and lawful owner of and has good and marketable title to all of the Equipment, and upon the sale, transfer and assignment of the Equipment to Buyer as set forth in this Agreement, Buyer shall acquire good and merchantable title to the Equipment, free and clear of any mortgage, deed of trust, pledge, lien, claim, charge, security interest, restriction, lease tenancy, other possessory interest, right of purchase, conditional sales obligation or other encumbrance of any kind (each a "Lien" and collectively, "Liens"); and (c) Mutual of Omaha Bank has agreed to release its Lien rights in and to the Equipment, and the former tenant of the Premises and previous owner of the Equipment has no Lien rights in and to the Equipment.

8. Indemnification. Seller agrees to indemnify Buyer and to hold Buyer harmless from any and all loss, damage, cost, or expense incurred or sustained by Buyer by reason of the failure of any warranty or representation covenant of Seller contained in this Agreement to be true or as a result of Seller's failure to abide by any covenant or agreement on its part contained in this Agreement.

9. Further Actions. Seller agrees to take such actions from time to time as may reasonably be necessary or advisable to confirm the title of Buyer to any of the Equipment, and the Parties hereto shall execute and deliver such additional instruments and documents as may be reasonably requested by any of them in order to carry out the purposes and intent of this Agreement and to fulfill their respective obligations.

10. Survival. The representations, warranties, and covenants of Seller contained in this Agreement shall survive the closing of this Agreement and shall be binding upon Seller and its successors and assigns.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement and signed by all of the Parties hereto.

12. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. Governing Law. This agreement shall be construed in accordance with the laws of the State of Nebraska.

14. Counterparts. This Agreement may be executed in any number of counterparts and any counterpart hereof having one or more signature pages attached thereto containing in the aggregate the signatures of all of the Parties shall be deemed a fully-executed original.

IN WITNESS WHEREOF, the Parties have caused this Equipment Purchase Agreement to be executed as of the day and year first above written.

SOUTHPORT CENTER, LLC,
a Nebraska limited liability company

PIZZAWEST, INC.,
a Nebraska corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

List of Equipment

EXHIBIT "B"

Bill of Sale

(attached)

BILL OF SALE

THIS BILL OF SALE, dated as of March 11, 2013, is given by Southport Center, LLC, a Nebraska limited liability company ("Seller") to PizzaWest, Inc., a Nebraska corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into an Equipment Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Seller has conveyed to Buyer all rights, title and interests of Seller in and to the Equipment; and

WHEREAS, this Bill of Sale is being delivered by Seller to Buyer pursuant to and as required by the provisions of the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and the consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller, intending to be legally bound, agrees as follows:

1. Definitions. All terms used herein shall have the meanings assigned to them in the Purchase Agreement unless otherwise defined herein.

2. Effective Date. This Bill of Sale shall become effective upon the date first set forth above.

3. Transfer. As of the Effective Date, Seller does hereby transfer, sell, convey, assign, set over and deliver to Buyer, free and clear of all Liens, all of Seller's rights, title and interests in and to the Equipment described on Exhibit "A" attached hereto.

4. Further Assurances. Seller agrees that it will from time to time, at Buyer's request and without further cost or expense to Buyer, execute and deliver to Buyer such other instruments of conveyance and transfer and other documents and take such other action as Buyer may reasonably request to vest in Buyer clear ownership of the Equipment, and to enable Buyer to realize upon or otherwise to enjoy the Equipment, and to carry into effect the intent and purpose hereof.

5. Governing Law. This Bill of Sale shall be construed, interpreted, and enforced in accordance with the laws of the State of Nebraska.

6. Interpretation. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Bill of Sale and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

SOUTHPORT CENTER, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____ REC'D

MAR 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing Bill of Sale was acknowledged before me this ____ day of March, 2013, by John L. Hoich, on behalf of and as an authorized Member of Southport Center, LLC, a Nebraska limited liability company.

My Commission Expires:

Notary Public

Exhibit "A"

RECEIVED

Equipment

MAR 15 2013

**NEBRASKA LIQUOR
CONTROL COMMISSION**

EXHIBIT "F"
TENANT WORK; INITIAL TENANT IMPROVEMENTS

Work in Restrooms:

- Tile bathroom walls to 4' high
- new bath sinks and faucets
- new bath countertops
- new dividers
- new bath lighting and mirrors
- in wall hand towel racks and garbage

Work in Restaurant:

- 35' Dividing Wall (between bar and restaurant area)
- Elevate booths and add railing
- New lighting fixtures
- Rail to divide restaurant from pool table area
- Wainscoat in entry

RECEIVED

EXHIBIT "G"
TENANT'S PRE-APPROVED SIGNAGE

May 16 2003
**NEBRASKA LIQUOR
CONTROL COMMISSION**

RECEIVED

Mar 15 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

PIZZAWEST, INC.
SOUTHPORT CENTER LA VISTA
Business Plan

Concept

Operation of a family pizza and pasta restaurant with a sports bar located in a growing high traffic area in Sarpy County. Develop a reputation for high quality food and service.

Business Plan

Full service restaurant with dine in, take out, delivery and catering service. Food sales expected to represent approximately seventy percent (70%) of gross revenue. Restaurant to include two (2) party rooms for meetings and group gatherings.

Estimated Hours of Operation

Sunday through Thursday: 11:00 a.m.-11:30 p.m.
Friday and Saturday: 11:00 a.m. to Midnight

Key Personnel

Owners have strong and diverse business backgrounds, including one owner with over ten (10) years of experience in the restaurant industry, including as general manager of a national restaurant chain, who will serve as the manager of the restaurant and liquor operations.

RECEIVED

5/15/2013
NEBRASKA LIQUOR
CONTROL COMMISSION

FREDERICK S. CASSMAN, OF COUNSEL
HOWARD J. KASLOW
JOHN W. HERDZINA
HARVEY B. COOPER
RANDALL C. HANSON
R. CRAIG FRY
TIMOTHY M. KENNY
ERIC H. LINDQUIST
THOMAS J. MALICKI
AARON D. WEINER
JEFFREY J. BLUMEL
NICHOLAS T. DAFNEY
JAMES A. TEWS
ROBERT M. SCHARTZ*



8712 WEST DODGE ROAD, SUITE 300 • OMAHA, NEBRASKA 68114-3450
(402) 392-1250 • FAX: (402) 392-0816
www.akclaw.com

NICOLE SECKMAN JILEK
JENNIFER L. RATTNER*
NATHANIEL J. WARNOCK
RYAN M. KUNHART
KATHRYN A. KOTLIK

MILTON R. ABRAHAMS
1905-2000

BEN E. KASLOW
1907-1993

FRANK F. POSPISHIL
1942-2009

* ALSO ADMITTED IN IOWA

March 14, 2013

VIA PERSONAL DELIVERY

Ms. Mary Messman
Nebraska Liquor Control Commission
301 Centennial Mall South
PO Box 95046
Lincoln, NE 68509-5046

Re: PizzaWest, Inc.
Application for Liquor License

Dear Mary:

Our office represents PizzaWest, Inc., a Nebraska corporation ("PizzaWest"). PizzaWest desires to obtain a Class I Liquor License from the Nebraska Liquor Control Commission for a restaurant establishment to be located at 12040 McDermott Plaza, Suite 300 in La Vista, Nebraska (the "Business Premises"). For the purpose of applying for the Class I Liquor License for PizzaWest, the following application documents, fingerprint cards and payments have been enclosed:

1. An Application for Liquor License Checklist along with the Application for Liquor License – Retail and a check payable to the Liquor Control Commission in the amount of \$400.00.
2. An Application for Liquor License Corporation Insert (Form 3a).
3. A Manager Application Insert (Form 3c).
4. An Spousal Affidavit of Non Participation Insert executed by Mary DeRouchey.
5. A filed-stamped copy of the Articles of Incorporation of PizzaWest.
6. A copy of the lease between PizzaWest and the owner of the Business Premises, Southport Center, LLC.

NTD/412938.1

OMAHA AFFILIATE OF MERITAS LAW FIRMS WORLDWIDE

ndafney@akclaw.com

Nebraska Liquor Control Commission

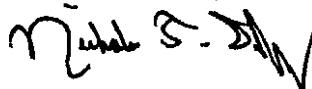
2

March 14, 2013

7. Fingerprint cards (one set of two cards) for (i) James DeRouchey, as PizzaWest's President and as a shareholder owning 90% of the corporation's issued and outstanding shares of common stock and (ii) Jeffrey Evans as the Manager applicant for Licensed Premises, along with a check payable to the Nebraska State Patrol in the amount of \$76.00.
8. Birth Certificate copy as Proof of Identify/Citizenship of Jeffrey Evans.
9. Business Plan for PizzaWest, Inc.

Please contact me if you have any questions regarding the enclosed documents or anything else in this matter. Thank you for your assistance.

Very truly yours,



Nicholas T. Dafney
For the Firm

Enclosures

RECEIVED
MARCH 15 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

FREDERICK S. CASSMAN, *OF COUNSEL*
HOWARD J. KASLOW
JOHN W. HERDZINA
HARVEY B. COOPER
RANDALL C. HANSON
R. CRAIG FRY
TIMOTHY M. KENNY
ERIC H. LINDQUIST
THOMAS J. MALICKI
AARON D. WEINER
JEFFREY J. BLUMEL
NICHOLAS T. DAFNEY
JAMES A. TEWS
ROBERT M. SCHARTZ*

**AK
&C** **ABRAHAMS
KASLOW &
CASSMAN LLP**
ATTORNEYS AT LAW

8712 WEST DODGE ROAD, SUITE 300 • OMAHA, NEBRASKA 68114-3450
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KATHRYN A. KOTLIK

MILTON R. ABRAHAMS
1905-2000

BEN E. KASLOW
1907-1993

FRANK F. POSPISHIL
1942-2009

* ALSO ADMITTED IN IOWA

March 18, 2013

Ms. Michelle Porter
Licensing Division
Nebraska Liquor Control Commission
301 Centennial Mall South
PO Box 95046
Lincoln, NE 68509-5046

RECEIVED
MAR 18 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

Re: PizzaWest, Inc.
Application for Liquor License

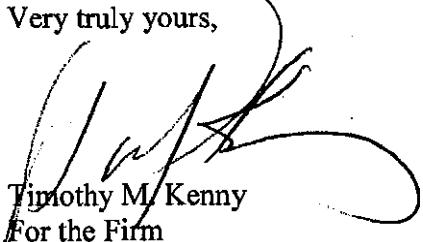
Dear Michelle:

As you know this office represents PizzaWest, Inc., a Nebraska corporation ("PizzaWest"). PizzaWest has applied for a Class I Liquor License from the Nebraska Liquor Control Commission for a restaurant establishment to be located at 12040 McDermott Plaza, Suite 300 in La Vista, Nebraska (the "Business Premises"). In response to your email request made today to Nick Dafney and in furtherance of the application, enclosed find fingerprint cards from Ms. Mary DeRouchey, spouse of Mr. James DeRouchey, together with a check in the amount of \$38.00.

Also, please consider this letter to serve as the withdrawal of the non-participation/no interest affidavit that was enclosed with the application. I understand from our conversation today that this will complete all documentation necessary to permit the processing of the application; however, if there is anything additional you may need please feel free to contact Nick or me.

Thank you for your help.

Very truly yours,



Timothy M. Kenny
For the Firm

Enclosures

NTD/412938.2

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

RECEIVED

MAR 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit 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 or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose my information on all applications needed to process this application.

WHD
Signature of spouse asking for waiver
(Spouse of individual listed below)

Mary DeRouchey

Printed name of spouse asking for waiver

State of Nebraska

County of Douglas

March 8, 2013

date

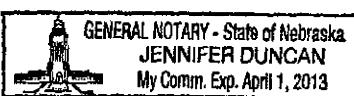
Jennifer Duncan
Notary Public signature

by

The foregoing instrument was acknowledged before me this
Mary DeRouchey

name of person acknowledged

Affix Seal



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

JM
Signature of individual involved with application
(Spouse of individual listed above)

James M. DeRouchey

Printed name of applying individual

State of Nebraska

County of Douglas

March 8, 2013

date

Jennifer Duncan
Notary Public signature

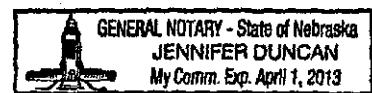
by

The foregoing instrument was acknowledged before me this

James M. DeRouchey

name of person acknowledged

Affix Seal



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

J

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AT A BEER GARDEN IN CENTRAL PARK ON MAY 24 - 25, 2013, IN CONJUNCTION WITH THE ANNUAL LA VISTA DAZE CELEBRATION.

WHEREAS, Central Park is located within the City of La Vista; and

WHEREAS, the City of La Vista has requested approval of a Special Designated Permit to sell and serve beer at a beer garden in Central Park on May 24 - 25, 2013, in conjunction with the annual La Vista Daze celebration.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer at a beer garden in Central Park on May 24 - 25, 2013, in conjunction with the annual La Vista Daze celebration.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

RETAIL LICENSE HOLDERS	NON PROFIT APPLICANTS
------------------------	-----------------------

DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits
2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank) 23142
3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: City of La Vista

ADDRESS: 8116 Park View Blvd.

CITY La Vista

ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME La Vista Central Park

ADDRESS: 7648 Edgewood Blvd.

CITY La Vista

ZIP 68128

COUNTY and COUNTY # Sarpy

- Is this location within the city/village limits? YES NO
- Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO
- Is this location within 300' of any university or college campus? YES NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 5/24/13	Date 5/25/13	Date	Date	Date	Date
<u>Hours</u> From 5 p.m.	<u>Hours</u> From 4 p.m.	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 12 a.m.	To 12 a.m.	To	To	To	To

a. Alternate date: n/a

b. Alternate location: n/a

(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance Reception Fund Raiser Beer Garden Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 118 x 152

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other _____

Tent

8. How many attendees do you expect at event? 500 per night

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Area will be fenced in, law enforcement present, ID's checked at the door, wristbands given to allow participants to exit and re-enter.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler

Retailer

Both

BYO

(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Leslie Omoto and Joe LaPiazza

Signature of Event Supervisor J. C. Omoto

Phone of Event Supervisor: Before 402-706-8643 During 402-672-3167

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Brenda Gunn

Authorized Representative/Applicant

Brenda S. Gunn

Print Name

City Administrator

Title

Date

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

City of La Vista

NAME OF CORPORATION

46-6050031

FEDERAL ID NUMBER

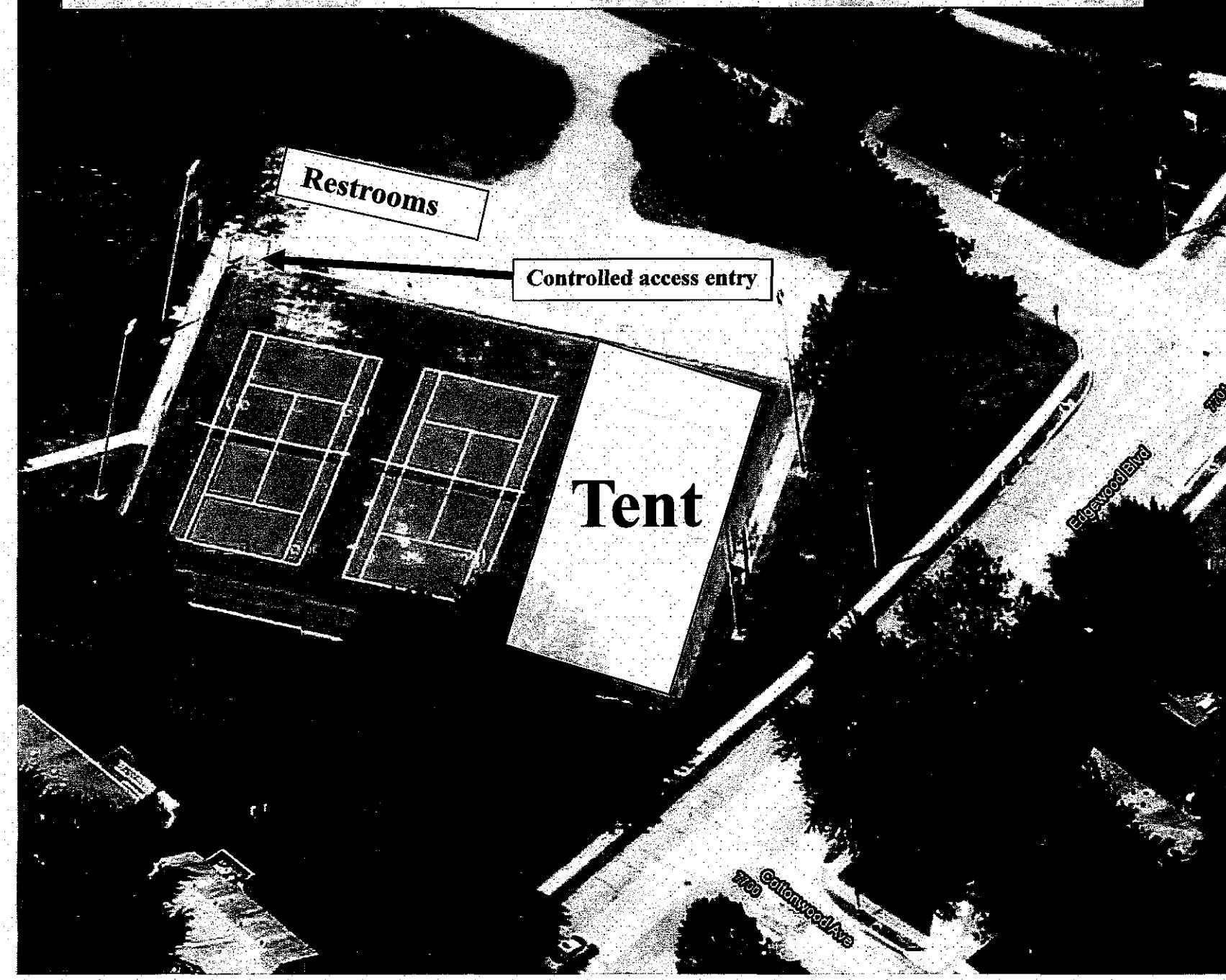

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF

NOTARY PUBLIC SIGNATURE & SEAL

La Vista Daze Beer Garden



J

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AT A BEER GARDEN IN CENTRAL PARK ON MAY 24 - 25, 2013, IN CONJUNCTION WITH THE ANNUAL LA VISTA DAZE CELEBRATION.

WHEREAS, Central Park is located within the City of La Vista; and

WHEREAS, the City of La Vista has requested approval of a Special Designated Permit to sell and serve beer at a beer garden in Central Park on May 24 - 25, 2013, in conjunction with the annual La Vista Daze celebration.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer at a beer garden in Central Park on May 24 - 25, 2013, in conjunction with the annual La Vista Daze celebration.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

--	--

DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

23142

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: City of La Vista

ADDRESS: 8116 Park View Blvd.

CITY La Vista

ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME La Vista Central Park

ADDRESS: 7648 Edgewood Blvd.

CITY La Vista

ZIP 68128

COUNTY and COUNTY # Sarpy

a. Is this location within the city/village limits?

YES NO

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES NO

c. Is this location within 300' of any university or college campus?

YES NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 5/24/13	Date 5/25/13	Date	Date	Date	Date
<u>Hours</u> From 5 p.m.	<u>Hours</u> From 4 p.m.	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 12 a.m.	To 12 a.m.	To	To	To	To

a. Alternate date: n/a

b. Alternate location: n/a

(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance Reception Fund Raiser Beer Garden Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 118 x 152

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other _____

Tent

8. How many attendees do you expect at event? 500 per night

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Area will be fenced in, law enforcement present, ID's checked at the door, wristbands given to allow participants to exit and re-enter.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler

Retailer

Both

BYO

(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Leslie Omoto and Joe LaPiazza

Signature of Event Supervisor J. C. Omoto

Phone of Event Supervisor: Before 402-706-8643 During 402-672-3167

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Brenda Gunn

Authorized Representative/Applicant

Brenda S. Gunn

Print Name

City Administrator

Title

Date

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

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City of La Vista

NAME OF CORPORATION

46-6050031

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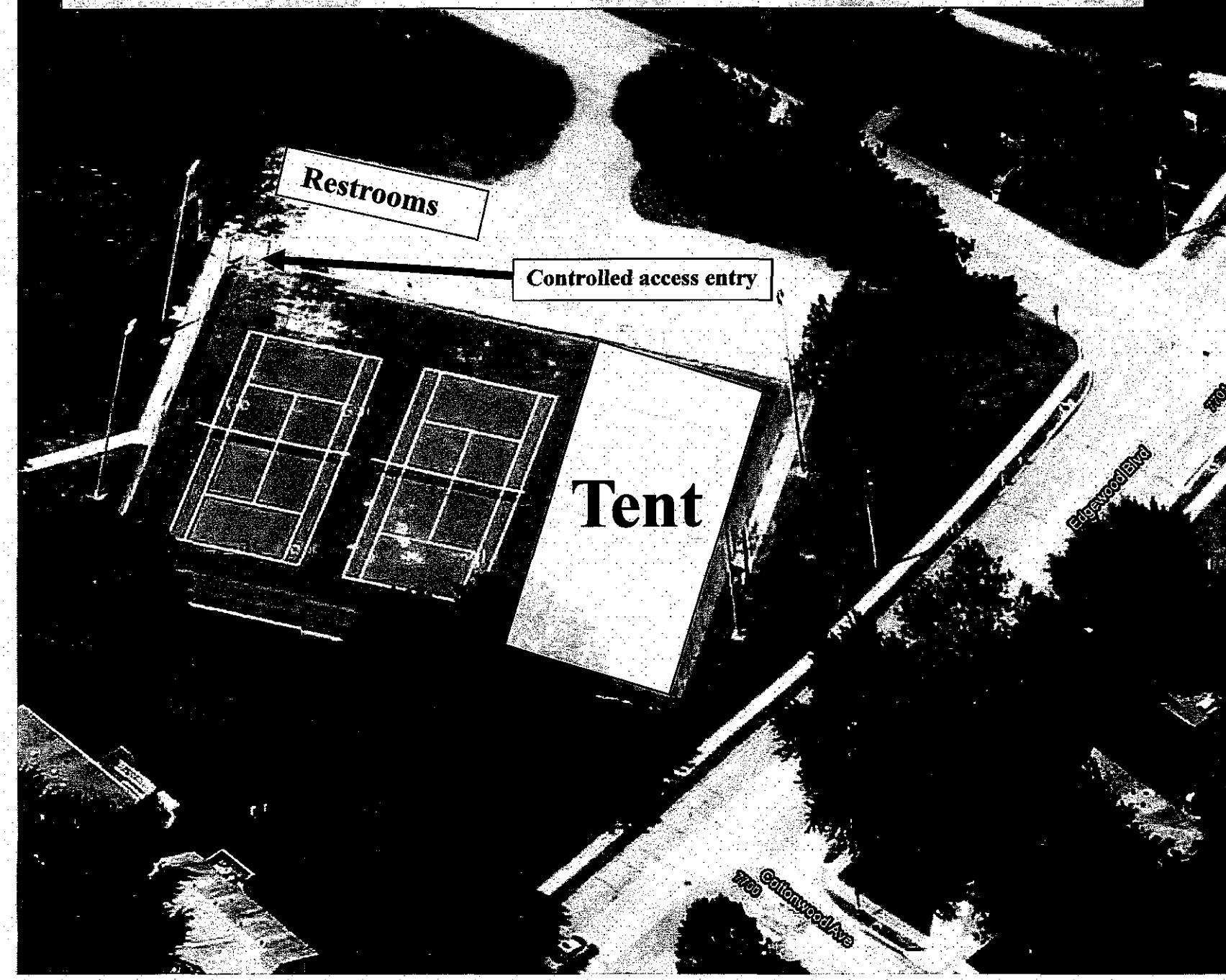

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SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF

NOTARY PUBLIC SIGNATURE & SEAL

La Vista Daze Beer Garden



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2013 AGENDA

Subject:	Type:	Submitted By:
LEASE AGREEMENT- DARK FIBER COMMUNICATION NETWORK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	IT COMMITTEE SHEILA A. LINDBERG

SYNOPSIS

A resolution has been prepared to approve a lease agreement for dark fiber from Unite Private Networks, LLC in an amount not to exceed \$3,850 per month. The approval also authorizes a one-time initial non-reoccurring payment and equipment purchase in an amount not to exceed \$16,500.

FISCAL IMPACT

The FY12/13 Capital Improvement Program has funding for the initial payment and equipment. It is recommended that the subsequent \$46,200 annual payments become part of the annual IT budget to be funded with Lottery Fund transfers. Note: Annual payments of \$46,200 for 15 years. Maintenance cost is \$23,100 annually after 15 years.

RECOMMENDATION

Approval.

BACKGROUND

The dark fiber project was initially recognized when Sarpy County Information Systems (SCIS) became aware that the Papillion La Vista School District (PLSD) incorporated funding in their 2012 School Board Bond Issue to obtain fiber optic connectivity between all of the school buildings, administration offices and the ESU#3. A memorandum from Sarpy County Information Systems Director Mark Walters providing specific information regarding the proposal is attached to this staff report for your consideration.

The City currently utilizes a point-to-point wireless system which is fairly reliable, however it can be hindered by weather conditions. The system has moderate bandwidth for the cost. Cost for the wireless equipment is in tower climbing (approximately \$1,000/climb), maintenance costs and periodic replacement. It is recommended to replace equipment every 5 years as it becomes difficult to maintain or repair. This is due to the equipment becoming antiquated and no longer supported by the manufacturer. We upgraded, replaced and added the Library onto our network in FY12 at the cost of approximately \$60,000. This replacement was for equipment purchased in 2006. Real costs that will be avoided will be the maintenance of the current communications equipment being used and the replacement of it every five years.

Since this project was initiated by Papillion La Vista School District (PLSD), the service will be provided very close to the City facilities. Unite Private Networks (UPN) will already be providing engineering costs, right of ways, and construction costs to construct the fiber network for PLSD. The build costs to UPN will be lower if UPN knows the intent and path for the City fiber networks while building the PLSD network. This means that the pricing for the City can be lower than a private network project done individually.

It is unlikely that the City will be offered an opportunity of this type in the future. Implementing this solution at the time of least cost will aid the City in “future proofing” the bandwidth for future uses.

K:\APP\\$\\City Hall\CNCLRPT\13file\FiberUPN



Sarpy County Information Systems
1210 Golden Gate Drive Suite 1128
Papillion, Nebraska 68046

402.593.2325
www.sarpy.com

MEMORANDUM

To: Sheila Lindberg, La Vista Finance Director
From: Mark Walters, Sarpy County Information Systems
Subject: Dark Fiber Project
Date: April 4, 2013

General Project Information:

The dark fiber project was initially recognized when Sarpy County Information Systems became aware that the Papillion La Vista School District (PLSD) was budgeting approximately \$3 million dollars in their 2012 School Bond Issue to obtain fiber optic connectivity between all of the school buildings, administration offices, and the ESU #3. PLSD issued an RFP and Unite Private Networks (UPN) won the bid to provide the specified connectivity. (See attached PLSD RFP)

Information Systems met with Papillion, La Vista, PLSD, and UPN representatives and discussed the possibilities of providing fiber connectivity to all of the City/County buildings. UPN described the process and also made the group aware that they have done similar work in the City of Lincoln. Typically, a school district will be the leader in the fiber/bandwidth project and many times local governments will follow with similar fiber/bandwidth requirements.

Each government entity, Papillion, La Vista, and Sarpy, submitted a prioritized list of buildings and/or facilities that they would like connected. This list was then presented to UPN to provide estimates for pricing.

What warrants the need for dark fiber connectivity?

Every year technology requires more and more bandwidth. New applications such as Voice over Internet Protocol (VOIP phones), video streaming, data duplication, and Internet (Cloud) applications push bandwidth requirements even higher. Continuing to add or update equipment and/or purchasing more bandwidth from a communications provider starts to become fiscally difficult in many instances.

Dark fiber will allow the City/County to provide nearly unlimited bandwidth between City/County facilities. Today's technology will allow 1,000 Mb (1 Gb) of data to flow over the dark fiber with very little cost in equipment. Gigabit speeds will allow the City/County to provide bandwidth needs

for years to come.

This project will also extend network connectivity to facilities not being served today. Those facilities will be the Softball Complex and Swimming Pool. Network connectivity will allow the City to provide Point-of-Sale equipment that directly reports/runs from the City Hall and also provide public wi-fi for citizens utilizing those facilities.

Why now?

Since this project was generally initiated by Papillion La Vista School District (PLSD), the RFP winner is already providing service very close to the City/County facilities. Unite Private Networks (UPN) will already be providing engineering costs, right-of-ways, and construction costs to construct the fiber network for PLSD. The build costs to UPN will be lower if UPN knows the intent and path for the City/County fiber networks while building the PLSD network. This means that the pricing for the City/County can be lower than a private network project done individually (ad hoc).

It is highly unlikely that the City will be offered an opportunity of this type in the future. Implementing this solution at the time of least cost will aid the City in "future proofing" the bandwidth for future uses.

Are there other options? If so, why is this the best?

There are few other options, some that are already being utilized by the City/County:

Point-to-Point wireless

Communication Service Providers (Century Link, Cox Communications, etc.)

Private Owned Fiber

Point-to-Point wireless

Point-to-Point wireless units provide a fairly reliable and moderate bandwidth for the cost. Cost for wireless equipment is in tower climbing, maintenance costs, and periodic equipment replacement. Sarpy County has found that wireless equipment has a life span of approximately five (5) years. After five (5) years, equipment is difficult to maintain and obtain as it has become antiquated and no longer supported by the manufacturer.

Bandwidth is directly proportional to the current technology available and the price being paid for the units. Each year, wireless technologies become more robust and faster, so when you purchase your wireless technology is where you will fall in the spectrum on bandwidth. Cost is also a factor in wireless speed, the more spent (to a point) the more bandwidth that can be obtained.

Using a fifteen (15) year time frame a wireless network will most likely be replaced

twice.

Communication Service Providers

The customary method for providing connectivity between City/County facilities has been to purchase bandwidth from a local service provider. Communication service providers in the Omaha area are: Century Link, Cox Communications, Windstream, etc.

Communications service providers generally provide service by bandwidth. The more bandwidth requested the more the cost. Sometimes a service provider will have high speed connectivity options (fiber) in the area and sometimes not. If they do not have the connectivity in the area they will typically price the service in such a way as to recoup network building costs in the monthly service and contract length.

Communications service providers provide reliable service at a known cost. Highspeed bandwidth may be available but it will be costly.

Private Fiber:

Private fiber is utilized by the City/County in various areas. Private fiber can be expensive and has costs associated with it that are often overlooked. Engineering costs, maintenance (locating services), relocating, and repair.

When the City/County route private fiber, if they leave the City/County owned land it is necessary to engineer the path, right-of-ways, access boxes, and entrances to the facility. Engineering costs can be expensive.

Private fiber will also require locating service if/when construction is being performed in the area of the fiber path.

Relocating fiber will be expensive and may create downtime for the communications link. Usually a well engineered private network route may lower the odds of having to relocate but doesn't guarantee it.

Private fiber has nearly unlimited bandwidth, but may be costly to construct and maintain.

Dark Fiber (proposed lease):

Dark fiber is the same as a private fiber network except it is leased from a network provider. The network is then maintained by the network provider and all up front construction costs, engineering, permits, right-of-ways, etc. are provided by them. Maintenance, relocating, and repair are all covered by the private network provider.

The private network speed is determined by the equipment provided by the City/County. Current bandwidth speeds of 1 Gb can be achieved without expensive

equipment (less than \$3,000 per end). In many areas the equipment may already be in place at the City/County.

Dark fiber provides nearly unlimited bandwidth with a known monthly cost.

Are there any current or future expenditures that will be reduced?

Cost for duplicate services to some of the facilities may be eliminated such as Internet access at the golf course. The real costs that will be avoided will be the maintenance of the current communications equipment being used. It would be probable that the City will replace the point-to-point wireless over the fifteen (15) year lease. It is also expected that various tower climbs will be required to perform maintenance/repair to the units.

High speed connectivity to the County Courthouse, City of Papillion, and possibly the City of Bellevue (future) may allow the exchange and collaboration of data or services. Some of the services that may be shared (but not limited to):

- Co-location of backup equipment and data (disaster planning/recovery)
- Sharing of common equipment and software (ex. Email server)
- Document Management/Content Management System (proposed)
- Phone System (VOIP)

Without the issue of bandwidth limitations many options will be available to the City in the future.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF A LEASE AGREEMENT FOR DARK FIBER FROM UNITE PRIVATE NETWORKS, LLC IN AN AMOUNT NOT TO EXCEED \$3,850.00 PER MONTH AND A ONE-TIME NON RE-OCCURRING COST AND EQUIPMENT PURCHASE IN AN AMOUNT NOT TO EXCEED \$16,500.

WHEREAS, the Mayor and Council have determined good technology communication between city facilities now and into the future is necessary, and

WHEREAS, the FY 2012/13 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, future lease payments will be necessary; and

WHEREAS, Unite Private Networks, LLC was the lowest most responsible bidder; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve a lease agreement for dark fiber from Unite Private Networks, LLC in form and content presented at this meeting, and all related maintenance or other agreements, instruments or documents, in an amount not to exceed \$3,850.00 per month for the first 15 years and \$1,925 per month for the next 15 years, and a one-time non re-occurring cost and equipment in an amount not to exceed \$16,500, subject to such modifications as the City Administrator, or her designee determines necessary or appropriate in consultation with the City Attorney ("Lease").

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to take all further actions as necessary or appropriate to carry out the actions approved in this Resolution, including, but not limited to, executing said Lease.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Customer: City Of La Vista
Proposal: Dark Fiber Wan
Date: 2/19/2013

Summary

	<u>Location A</u>	<u>Location Z</u>	<u>Product</u>	<u>15 YEAR</u>	
				<u>MRC</u>	<u>NRC</u>
La Vista, NE: La Vista City Hall	La Vista, NE: Police Dept	1 Pair of fibers back to A Location		\$550.00	\$900.00
La Vista, NE: La Vista City Hall	La Vista, NE: Library	1 Pair of fibers back to A Location		\$550.00	\$900.00
La Vista, NE: La Vista City Hall	La Vista, NE: Public Works	1 Pair of fibers back to A Location		\$550.00	\$900.00
La Vista, NE: La Vista City Hall	La Vista, NE: La Vista Golf	1 Pair of fibers back to A Location		\$550.00	\$900.00
La Vista, NE: La Vista City Hall	La Vista, NE: Lavista Sports	1 Pair of fibers back to A Location		\$550.00	\$900.00
La Vista, NE: La Vista City Hall	La Vista, NE: LA Visat Pool	1 Pair of fibers back to A Location		\$550.00	\$900.00
La Vista, NE: La Vista City Hall		6 Pair of Fibers back to this location		\$550.00	\$900.00
		Total:	\$3,850.00	\$6,300.00	

Notes

This quote is valid only for new, incremental circuits. Rates do not apply to existing circuits.

Pricing is in U.S. Dollars.

All prices are exclusive of any applicable taxes.

Additional charges may apply in respect to US taxes, USF and regulatory fees.

Pricing subject to entering into Unite Private Networks Standard Master Service Agreement and Service Order Errors and omissions excepted.

Pricing valid through 04/15/2013

Matthew Simmons
Director of Enterprise - Omaha, KS-Kansas City
Unite Private Networks, LLC
(O) 402-326-5039
Matthew.Simmons@upnllc.com

SLA	G4S Technology	Century Link	Unite	Conterra	Cox
Erater Eligibility	Yes	Yes	Yes	Yes	Yes
Spin	143032595	143005231	143029868	143025700	143015410
Upfront Payment	Yes	Yes	Yes	Yes	Yes
10 yr contract	Yes	Yes	Yes	Yes	Yes
IP Scheme	Yes	Yes	Yes	Yes	Yes
Permits					
End Connections	None	Provided Cisco	GBICs Only	all provided	All Provided
Connection Type	Dedicated	Shared	Dedicated	Dedicated	Shared
References	Provided	Provided	Provided	Provided	Provided
Option 1 Pricing					
total 1	Clarification	4677600	1.8 million	2.89 million	3.6 million
Option 2 Pricing	Clarification	43,570/month	18,585 monthly		31,880
Total 2		5228400	2230200		30,000 month
Option 3 Pricing	Clarification	none given	1.425 million up front\2,595	3,825,600	3.6 million
total 3		NA	950,000/15,250		3.6 million
11 year option	none given		1736400	2780000	3.6 million
Hardware not Provided	Cisco 12 port router\layer 3 switch 1 per building 4,900 per device = 107,800				
	Cisco 6000 aggregation router 12,200				
	Total extra Hardware = 119,800				

**MASTER DARK FIBER
LEASE AGREEMENT**

Between

Unite Private Networks, LLC
950 W 92 Highway, Suite 203
Kearney, Missouri 64060

And

Customer

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MASTER DARK FIBER LEASE AGREEMENT

THIS MASTER DARK FIBER LEASE AGREEMENT (this "Agreement" or "Lease Agreement") is made as of the date of the last signature hereto (the "Effective Date") by and between Unite Private Networks, LLC, a Delaware limited liability company, 950 West 92 Highway, Suite 203, Kearney, Missouri 64060 ("Supplier"), and the City of La Vista, Nebraska a Nebraska(insert) municipal corporation, having its principal office at 8116 Park View Boulevard, La Vista Nebraska, 68128, ("Customer"); each on behalf of itself and for the benefit of its Affiliates (hereinafter defined).

BACKGROUND:

WHEREAS, Supplier, through ownership or other arrangements, has obtained all rights to use a fiber optic communication system sufficient for Supplier to perform this Agreement (the "Supplier Network"); and

WHEREAS, Customer and its Affiliates desire to acquire from Supplier, and Supplier desires to provide to Customer and its Affiliates, exclusive, indefeasible rights to use certain optical fibers in various portions of the Supplier Network upon the terms and conditions set forth below; and

WHEREAS, Supplier and Customer, or its Affiliates, may add optical fibers to this Agreement from time to time by executing orders substantially in the form of Exhibit A hereto, subject to the terms and conditions set forth below; and

WHEREAS, the parties intend that Customer or its Affiliates, as the case may be, shall have substantially all benefits associated with ownership of such optical fibers, subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

Capitalized terms and phrases used in this Agreement shall have the following meanings:

"Acceptance Date" means, with respect to a Dark Fiber Route Order, the date of Customer's acceptance of the Dark Fibers under said Dark Fiber Route Order, as provided by Supplier in accordance with all applicable requirements, including without limitation this Agreement and Customer specifications, to the satisfaction of the Customer as indicated in writing signed by the City Engineer or the City Engineer's designee.

"Affiliates" means, as the context requires, with respect to Supplier, "Supplier Affiliates"; or, with respect to Customer, "Customer Affiliates."

“Agreement” shall have the definition set forth in the first paragraph, above, and includes any addendum and amendments hereto.

“Cable” means the fiber optic cable included in the System along the Route and Fibers contained therein that includes the Customer Fibers.

“Claims” shall have the definition set forth in Section 13.1 (“Indemnification”).

“Conduit” means a pipe, tube or compartmentalized structure which can contain one or more Innerducts through which Cable may be placed.

“Contract Price” shall have the definition set forth in Section 3.1 (“Contract Price”).

“Customer Affiliate” means an entity that controls, is controlled by, or is under common control with Customer.

“Customer Fibers” means those certain Fibers in which Customer shall be granted a Dark Fiber Lease hereunder as set forth in Section 2.1 (“Granting of Dark Fiber Lease”).

“Dark Fiber Lease Initial Term” shall have the definition set forth in Section 8.1 (“Term”).

“Dark Fiber Lease” is a right to use the specified property, but does not convey title, ownership, or rights of possession or salvage in any real or personal property.

“Effective Date” shall mean the date as set forth in the first paragraph of this Agreement.

“Facility Owners” means any entity (other than Supplier) (a) owning any portion of the System or any property or security interest therein, and/or (b) leasing to Supplier any portion of the System.

“Fibers” means any optical fibers contained in the System, including the Customer Fibers, the fibers of Supplier and the fibers of any third party in the System excluding, however, any fibers granted (whether through ownership, IRU, lease, or otherwise) to Government Authorities in exchange for use of streets, rights of way, or other property under the jurisdiction of such entity.

“Force Majeure Event” shall have the definition set forth in Article XX (“Force Majeure”).

“Indemnified Party” shall have the definition set forth in Section 13.1 (“Indemnification”).

“Indemnifying Party” shall have the definition set forth in Section 13.1 (“Indemnification”).

“Innerduct” means a single enclosed raceway within a Conduit used to subdivide the Conduit, or any other type of duct including inner, quad, divided or other duct, within which a Cable may be placed.

“Lenders” means one or more financial institutions, vendors, suppliers or other financing sources utilized by Supplier or Customer, as the case may be.

“Required Rights” shall have the definition set forth in Section 4.2 (“Acceptance Date Obligations”).

“Route” shall mean, with respect to a Dark Fiber Route Order, the route, including spurs, described in such Dark Fiber Route Order and upon which the Customer Fibers for such Dark Fiber Route Order are or will be installed.

“Segment” means a discrete portion of the System and may refer to a span, a portion between two points of presence or a point of presence and a System end point, or a portion of the System affected by a relocation or other circumstance.

“Supplier Affiliate” means, with respect to Supplier, an entity controlling, controlled by, or under common control with Supplier by means of direct or indirect majority equity ownership. For purposes of this Agreement, however, “Supplier Affiliate” shall not be construed to include a wireless service provider that is a direct competitor of any Customer Affiliate.

“Supplier Network” shall have the meaning set forth in the Background section of this Agreement.

“System” means, collectively, those certain portions of the Supplier Network, consisting of the Routes, along which Supplier grants Customer a Dark Fiber Lease in Customer Fibers pursuant to Dark Fiber Route Orders hereunder.

ARTICLE II **GRANTING OF DARK FIBER LEASE**

2.1 Conveyance. Subject to the terms and conditions of this Agreement and commencing upon the Acceptance Date for the Dark Fiber Route Order, Supplier hereby grants and conveys to Customer a Dark Fiber Lease (the “Customer Lease”) an exclusive indefeasible right to use the specific strands of Fibers (“Customer Fibers”) designated by Supplier in the Cable over the Route pursuant to said Dark Fiber Route Order, and all strands and fibers substituted for or replacing any Customer Fibers, for example, in the event any strand or fiber is defective or fails and must be replaced. From time to time upon request by Customer, additional optical fibers on the Supplier Network shall be granted from Supplier to Customer by executing a Dark Fiber Route Order in the manner set forth in Section 2.3 or Section 2.4 below.

2.2 Rights Not Granted. Subject to Supplier performance in accordance with this Agreement, Customer agrees to accept said Customer Lease and the rights and obligations pursuant thereto as set forth in this Agreement. Except as otherwise provided in this Agreement, such Dark Fiber Lease grant does not convey or grant any legal title to any real or personal

property, including the Fibers, the Cable, or the System. The Customer Lease does not include any equipment used to transmit capacity over or “light” the Fibers. Use of Customer Fibers shall be limited to Customer, any other political subdivisions or public bodies as Customer periodically may designate, and any boards, bodies, agencies, affiliated entities, departments, committees, commissions, joint undertakings, organizations, officers, officials or staff of Customer or any other such political subdivisions or public bodies, and Customer otherwise may not assign, lease, or allow any other party the right to use the Fibers, the Cable, or System without Supplier’s express consent. Any use by Customer that is contrary to the immediately preceding sentence shall be grounds for termination by Supplier.

2.3 Dark Fiber Route Orders. From time to time upon request by Customer, additional Customer Fibers shall be provided by Supplier and incorporated herein by execution of a Dark Fiber Route Order by Supplier and Customer. Each Dark Fiber Route Order shall identify the Route and specify the number of Fibers in which Customer is granted a Dark Fiber Lease. Each Dark Fiber Route Order shall incorporate the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein, Supplier shall not be obligated to accept or execute any order forms submitted by Customer or any Customer Affiliate if facilities or capacity are not reasonably available to Supplier to accommodate the order.

2.4 Affiliate Orders. A Customer Affiliate that executes a Dark Fiber Route Order shall be bound by and may enforce the terms and conditions of this Agreement with respect to such Dark Fiber Route Order as though it were an original party and a direct signatory to this Agreement. Default by one Customer Affiliate shall not affect any other Dark Fiber Route Order executed by any other Customer Affiliate..

ARTICLE III **INVOICING AND PAYMENT**

3.1 Contract Price. The price for the Customer Fibers shall be set forth in the Dark Fiber Route Order for said Fibers (the “Contract Price”).

3.2 Method of Payment. Subject to the provisions of Section 12.2 (“Disputed Amounts”), Customer shall make payment of undisputed charges pursuant to Section 3.1 (“Contract Price”) above by check or by wire transfer of immediately available funds to the account designated by Supplier. Customer shall make payment of all other undisputed charges that may become due under this Agreement by check or by wire transfer of immediately available funds to the account designated by Supplier in accordance with Section 3.3 below, unless otherwise agreed to by the parties.

3.3 Time of Payment. Supplier will invoice Customer for all charges due under this Agreement as noted in the applicable Dark Fiber Route Order; provided, however, Customer’s payment obligations shall not begin before Supplier has provided Customer all Customer Fiber and other deliverables in good and working condition and in accordance with this Agreement and Customer’s specifications, subject to inspection and satisfaction of Customer’s City Engineer. Except as provided in Section 3.1 (“Contract Price”) and subject to Section 12.2 (“Disputed Amounts”), all undisputed amounts shall be paid within forty-five (45) calendar days following

actual receipt of the invoice. In addition to other provisions of this Agreement, Customer's obligation to make further payments under this Agreement shall cease upon Supplier's default described in Section 12.2 that continues uncured if cure is permitted.

ARTICLE IV **ACCEPTANCE**

4.1 Fiber Acceptance Testing. Supplier shall provide Customer at least seven (7) days advance notice of the date and time of final end-to-end testing for a Dark Fiber Route Order. Customer shall have the opportunity to have a person or persons present to participate in and observe Supplier's final end-to-end testing. Within five (5) days following the conclusion of final end-to-end testing, Supplier shall provide Customer with certified test results.

4.2 Acceptance Date Obligations. This Agreement, including without limitation the Acceptance Date of any Dark Fiber Route Order and any payment obligation of Customer hereunder, shall be subject to the following conditions: Supplier shall obtain all rights, licenses, authorizations, easements, leases, fee interests, or agreements that provide for the occupancy of the associated Route of real property or fixtures (such as conduit, bridges, river crossings, or transmission towers) on which the Route is located, to the satisfaction of this City Engineer. In the event Supplier does not own a portion of the System, Supplier shall have obtained (by IRU agreement, lease, or otherwise) the right to occupy the real property or fixtures along any portion of the Route it does not own as described in the Dark Fiber Route Order. Supplier shall maintain the Required Rights throughout the Dark Fiber Lease Initial Term and any extension thereof.

ARTICLE V **CONNECTION AND ACCESS TO THE SYSTEM**

5.1 Connections. All requirements, charges and payments for Customer's use of Customer Fibers or otherwise under this Agreement, including without limitation related use of Cable, System and Route, and connection of Customer or Supplier facilities with the Customer Fibers shall be as specified in the applicable Dark Fiber Route Order.

5.2 No Unauthorized Access to System. Except as otherwise provided in this Agreement, Customer shall not access any part of the System without the prior written consent of Supplier, and then only upon the terms and conditions specified by Supplier.

ARTICLE VI **MAINTENANCE**

6.1 Requirement. Supplier, during the longer of this Agreement or any Dark Fiber Route Order is in effect, shall provide and maintain all systems, facilities, equipment and components that are required or provided by Supplier under this Agreement in good and working order, condition and repair, and free from all defects whatsoever. Supplier from time to time shall make such repairs or replacements as necessary to correct any defects that arise.

6.2 Access to System. Customer shall not access any part of the System without the prior written consent of Supplier, and then only upon the terms and conditions specified by

Supplier; provided, however, in the event this Agreement terminates, Customer shall have the right at its cost to disconnect Customer's facilities from the System.

6.3 Routine Maintenance. During the term of a Dark Fiber Route Order, Supplier shall perform all routine maintenance. Supplier shall avoid performing routine maintenance between 0600-2200 local time, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Customer Fibers. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions.

6.4 Notice. Supplier shall provide Customer with telephone, facsimile, or written notice of all non-emergency planned network maintenance (a) no later than three (3) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's traffic. If Supplier's planned activity is canceled or delayed, Supplier shall promptly notify Customer and shall comply with the provisions of the previous sentence to reschedule any delayed activity.

6.5 Non-routine Maintenance.

A. Emergency Repair. Except as may otherwise be specified in a Dark Fiber Route Order, Supplier acknowledges that time is of the essence with respect to the correction or repair of Cable discontinuity or damage. Supplier shall use commercially reasonable efforts to repair Cable traffic discontinuity within the following times:

- Dispatch of personnel to problem area – immediately upon learning of discontinuity
- Arrival of first maintenance employee/contractor on site – when discontinuity or damage occurs on any business day, within two (2) hours of learning of the discontinuity or damage, and when discontinuity or damage occurs on any weekend or national holiday, within four (4) hours of learning of the discontinuity or damage.

B. Notice. Supplier shall provide Customer with the greatest possible advance telephone, facsimile, or written notice of all emergency network repair that has a substantial likelihood of affecting Customer's traffic.

C. Permanent Repair. Within twenty-four (24) hours after completion of an emergency repair, Supplier shall commence its planning for permanent repair, shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter.

ARTICLE VII **USE OF THE SYSTEM**

7.1 Customer's Rights Exclusive. Customer shall have the exclusive, indefeasible use the Customer Fibers for any lawful purpose. Supplier shall have no right to use the Customer Fibers during the term of the applicable Dark Fiber Route Order, except in the event of an uncured Customer default with respect to such Dark Fiber Route Order as set forth in Article XII ("Default and Cure").

7.2 Notice of Damage. Customer shall promptly notify Supplier of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to affect the System adversely. Supplier shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Customer Fibers that are known to it and that could reasonably be expected to adversely affect the Customer Fibers.

7.3 Preventing Interference with Other Fibers. Neither Customer nor Supplier shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Supplier shall take all reasonable precautions to prevent damage, and Customer shall take all reasonable precautions not to cause damage, to the System or to Fibers used or owned by the other party or third parties.

7.4 Liens. Supplier shall not cause or permit any of Customer's rights under this Agreement to become subject to any mechanic's, materialmen's, vendor's or any similar lien, or to any tax lien. Customer acknowledges that it has no title to and cannot and shall not in any way encumber the Cable or any other property that is the subject of this Agreement that is not owned by Customer.

ARTICLE VIII **TERM AND TERMINATION**

8.1 Term. The term of this Agreement shall commence on the Effective Date and, except as otherwise provided in this Agreement, shall continue in effect for a period of ____ () years (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") unless and until terminated pursuant to Article XII hereof or by either party upon one hundred eighty (180) days' written notice to the other party. Notwithstanding the foregoing, the term of the Dark Fiber Lease of a Dark Fiber Route Order shall begin on the Acceptance Date for such Dark Fiber Route Order and shall, subject to earlier termination pursuant to Article XII ("Default and Cure"), expire at the end of the time period set forth in the applicable Dark Fiber Route Order as the initial term (the "Dark Fiber Lease Initial Term").

8.2 Effect of Termination. No termination of this Agreement shall affect the rights or obligations of any party hereto:

- (a) with respect to any payment hereunder for services rendered before the termination;
- (b) pursuant to the respective obligations of the parties under this Agreement that by their nature would continue beyond the termination, including but not limited to obligations under Article X (“Audit Rights”), Article XIII (“Indemnification”), Article XIV (“Limitation of Liability”), Article XV (“Insurance”), Article XVI (“Taxes and Governmental Fees”), Article XVIII (“Non-Disclosure; Publicity and Advertising”), Article XXI (“Intellectual Property”) and Article XXII (“Rules of Construction”); or
- (c) pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

ARTICLE IX **RELOCATION; CONDEMNATION AND EMINENT DOMAIN**

9.1 Relocation Procedures. If Supplier determines in its reasonable business judgment, or is required by a third party with legal authority to do so, to relocate all or any portion of the System or any of the facilities used in the provision of the Customer Lease, Supplier shall provide Customer sixty (60) calendar days’ prior written notice of any such relocation, if possible, and shall proceed with such relocation. Supplier shall utilize commercially reasonable efforts, in coordination and cooperation with Customer, to accomplish the relocation in a manner that does not disrupt or result in any adverse impact on Customer communications or use of Customer Fibers.

9.2 Condemnation and Eminent Domain. In the event that any portion of the Customer Fibers of a Dark Fiber Route Order becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, both parties to such Dark Fiber Route Order shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Customer Fibers of such Dark Fiber Route Order that are subject to the condemnation or eminent domain proceeding.

ARTICLE X **RESERVED**

ARTICLE XI **WARRANTIES AND DISCLAIMERS**

11.1 Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, Supplier and Customer each represents and warrants to the other party that:

- (a) it has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations under this Agreement and its Dark Fiber Route Order(s); and
- (b) its execution of and performance under this Agreement and its Dark Fiber Route Order(s) shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body; and

ARTICLE XII **DEFAULT AND CURE**

12.1 Default and Cure. Except as set forth in Section 12.2 (“Disputed Amounts”), a party shall be in default under this Agreement if (i) that party fails to make a payment when due of any undisputed amount required under this Agreement and such failure continues for more than fifteen (15) days after such party receives written notice of such failure from the non-defaulting party; or (ii) such party fails to perform or comply with any other obligation, agreement, term, or provision of this Agreement applicable to it and such failure continues for more than thirty (30) days after such party receives written notice of such failure from the non-defaulting party; provided, however, that if such default cannot reasonably be cured within such thirty-day (30) period and if the first party is proceeding promptly and with due diligence in curing the same, the time for curing such default shall be extended for a period of time, not to exceed ninety (90) days, as may be necessary to complete such curing. Not in limitation of the foregoing, Supplier shall be in default under this Agreement if any Supplier failure of performance, act or omission results in an interruption of Customer communications using Customer Fibers for a continuous period of at least twenty-four (24) hours, or results in any two or more interruptions within any thirty (30) day period that total more forty-eight (48) hours. Any event of default may be waived at the non-defaulting party’s option. Upon the failure of a party to cure any such default after notice thereof from the other party and expiration of the above cure periods, if allowed, then the non-defaulting party may, subject to the terms of this Agreement, terminate the Agreement, cease further performance, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the foregoing, default by one party with respect to a Dark Fiber Route Order shall not be deemed to be a default as to any other Dark Fiber Route Order.

12.2 Disputed Amounts. Notwithstanding any provision to the contrary in Section 12.1, either party shall have the right to dispute any amount due under this Agreement, provided that (i) the disputing party provides written notice of such dispute to the other party by the date that any such amount is due; (ii) the disputing party presents a written statement of any billing discrepancies to the other party in reasonable detail together with supporting documentation and evidence within fifteen (15) days after the date that any such amount is due; and (iii) the disputing party negotiates in good faith with the other party to resolve any such dispute within sixty (60) calendar days of the date any such amount is due. Customer shall pay disputed amounts mutually agreed upon and in favor of Supplier within thirty (30) days of the resolution of such dispute. Supplier shall credit disputed amounts mutually agreed upon and in favor of Customer on Customer’s next invoice.

ARTICLE XIII **INDEMNIFICATION**

13.1 (a) Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Indemnified Parties") from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Claims"), that may be made: by anyone for injuries (including death) to persons or damage to property in whole or in part from the negligent acts or omissions of the Indemnifying Party or those persons furnished by Indemnifying Party, including its subcontractors (if any); provided, however, any Customer indemnification of Supplier shall be subject to limitations of Customer liability under the Nebraska Political Subdivisions Tort Claims Act.

ARTICLE XIV **LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN SECTIONS 13.1(a) (INDEMNIFICATION), OR SECTION 18.1 WITH RESPECT TO AN INTENTIONAL OR GROSSLY NEGLIGENT DISCLOSURE OF CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

ARTICLE XV **INSURANCE**

15.1 **Obligation to Obtain.** During the term of a Dark Fiber Route Order, the parties to such Dark Fiber Route Order shall each obtain and maintain not less than the following insurance:

- (a) Commercial General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 per occurrence and annual aggregate of \$2,000,000.
- (b) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee of the respective parties.
- (c) Automobile Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage, to include coverage for all owned, non-owned, and hired vehicles.
- (d) The limit requirements stated above in Section 15.1(a), (b) and (c) may be met through a combination of primary and/or excess umbrella policies.

The limits set forth above are minimum limits and shall not be construed to limit the liability of either party.

15.2 Policy Requirements. Each party shall obtain and maintain the insurance policies required above with companies licensed to provide said insurance in Nebraska and rated A- or better by Best's Key Rating Guide. The other party, its Affiliates, officers, directors, and employees, and any other party entitled to indemnification hereunder shall be named as additional insureds on the policies in Section 15.1(a) and Section 15.1(c) above. Each party shall provide the other party with an insurance certificate evidencing the insurance requirements of this Article with the execution of the applicable Dark Fiber Route Order and with each policy renewal. The insurance certificate shall indicate that the other party shall be notified not less than thirty (30) calendar days prior to any cancellation. The policies provided shall be primary as respects the negligence of the named insured.

15.3 Waiver of Subrogation. To the extent that each insurance company is willing to provide same without additional premiums or other conditions, the parties shall each obtain from the insurance companies providing the coverages required by this Agreement a waiver of all rights of subrogation or recovery in favor of the other party and, as applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors, and employees or any other party entitled to indemnity under this Agreement to the extent of such indemnity.

15.4 Public Body Risk Pooling. Notwithstanding anything in this Agreement to the contrary, requirements of this Article 15 as applicable to Customer shall be subject to such terms, conditions and coverages of any risk pooling of Customer with other public bodies.

ARTICLE XVI **TAXES AND GOVERNMENTAL FEES**

16.1 Customer Obligations. Subject to Section 16.2, if Supplier is required by law to collect any federal, state or local sales, gross receipt, franchise, excise or other similar transfer tax from Customer with respect to an amount to be paid by Customer to Supplier under this Agreement, then Supplier shall bill such tax to Customer in the manner and for the amount required by law.

16.2 Exception. Supplier shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided Supplier with an exemption certificate.

ARTICLE XVII **NOTICE**

17.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

If to Customer:

City of La Vista
Attn: Pamela A. Buethe, City Clerk

8116 Park View Boulevard
La Vista, Nebraska 68128

with a copy to:

Thomas G. McKeon
200 Regency One
10050 Regency Circle
Omaha, Nebraska 68114

If to Supplier:

Unite Private Networks, LLC
Attn: Matthew Van Hoesen
950 West 92 Highway, Suite 203
Kearney, Missouri 64060
Facsimile No.: (816)903-9401

17.2 Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, or when sent by overnight delivery service or registered or certified mail, the later of the day after being sent or the day delivery is first attempted as indicated by applicable routing, tracking or other documentation of the applicable carrier. A notice that is sent by facsimile shall also be sent by one of the other means set out by this Section 17.2.

ARTICLE XVIII **NON-DISCLOSURE; PUBLICITY AND ADVERTISING**

18.1 Non-Disclosure. Except for any disclosures in conjunction with any proceeding or action of Customer at a meeting held in accordance with the Nebraska Open Meetings Act, or any disclosures related to any requests of Customer under the Nebraska Public Records Statutes or as otherwise may be made by Customer in accordance with applicable law, the non-disclosure provisions set forth as Exhibit B (“Non-Disclosure”) shall apply to this Agreement and all Dark Fiber Route Orders hereunder.

18.2 Publicity and Advertising. Supplier agrees to submit to Customer's corporate communications department for written approval in Customer's sole discretion all advertising, sales promotion, press releases and other publicity matters relating to a product furnished and/or the services performed pursuant to this Agreement, when Customer's name or mark (or the name or mark of any of its officials, officers, employees or Affiliates) is mentioned or language from which the connection of said name or mark may be inferred or implied. Such requests shall be sent to the address provided in Section 17.1.

ARTICLE XIX
RELATIONSHIP OF THE PARTIES

Supplier, in performing any of its obligations hereunder, is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by Supplier shall be solely the employees or agents of Supplier and shall be under the sole and exclusive direction and control of such party. They shall not be considered employees of Customer for any purpose. Supplier shall comply with all applicable federal, state and local laws, government regulations and orders, including, without limitation, laws, government regulations and orders with respect to employment. Not in limitation of the foregoing, (i) neither Supplier nor any subcontractor of Supplier shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) Customer is a recipient of federal funds and all required contractual provisions of a recipient of federal funds shall be deemed incorporated into this Agreement by this reference and shall be binding upon the parties. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint venturers.

ARTICLE XX
FORCE MAJEURE

Neither party shall be in default under this Agreement or a Dark Fiber Route Order with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a "Force Majeure Event"). If any such Force Majeure Event occurs, the party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other party, shall be excused from such performance or non-performance, as the case may be, under the Agreement or the impacted Dark Fiber Route Order on a day-to-day basis during the continuance of such Force Majeure Event (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such Force Majeure Event, and both parties shall proceed immediately with the performance of their obligations under this Agreement or the impacted Dark Fiber Route Order whenever such causes are removed or cease; and provided further, however, if a Force Majeure Event continues for thirty (30) or more days, the non-Delayed Party may elect to terminate this Agreement and all further performance.

ARTICLE XXI
RESERVED

ARTICLE XXII
RULES OF CONSTRUCTION

22.1 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

22.2 Cumulative Remedies; Insurance. Except as set forth to the contrary herein, any right or remedy of Supplier or Customer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not. The provisions of Article XV (“Insurance”) shall not be construed as limiting the Indemnifying Party’s obligations pursuant to Article XIII (“Indemnification”) or other provisions of this Agreement.

22.3 No Third-Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except under the indemnification and insurance provisions and Section 2.4 (“Affiliate Orders”).

22.4 Agreement Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by Supplier and Customer.

22.5 Document Precedence. In the event of a conflict between the provisions of this Agreement and those of any Exhibit to this Agreement, the provisions of this Agreement, shall prevail and such Exhibit shall be corrected accordingly. In the event of a conflict between the provisions of this Agreement and those of a Dark Fiber Route Order, the provisions of the Dark Fiber Route Order shall prevail and the Agreement shall be corrected accordingly.

22.6 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, construction, testing, acceptance, and maintenance practices shall be consistent with industry standards, unless a higher standard is provided in this Agreement or the Route Order.

22.7 Cross References. Except as the context otherwise indicates, all references to Exhibits, Articles, Sections, Subsections, Clauses, and Paragraphs refer to provisions of this Agreement.

22.8 Limited Effect of Waiver. The failure of either Supplier or Customer to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

22.9 Applicable Law. The laws of the State of Nebraska, without reference to its choice of law principles, shall govern this Agreement and all Dark Fiber Route Orders. Any legal action arising out of or relating to this Agreement or any Dark Fiber Route Order shall be

pursued in the Nebraska District Court of Sarpy County, and the parties agree that jurisdiction and venue of and in said court shall be proper and shall not be challenged.

22.10 Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended to delete the invalid or enforceable provision, and (ii) the remainder of this Agreement shall be valid and enforceable.

ARTICLE XXIII **ASSIGNMENT**

23.1 Right to Assign. Neither party shall assign any right or interest under this Agreement without the prior written consent of the other party, except as provided hereinafter. Such consent may not be unreasonably withheld, conditioned or delayed; provided, however, any such consent of Customer shall be conditioned on (i) all permitted transfers and transferees of Supplier shall be subject to this Agreement and all rights of Customer under this Agreement; (ii) after any permitted transfer, Supplier shall continue to be liable under this Agreement with any transferee. Any attempted assignment in contravention of this provision shall be void and ineffective. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. The foregoing notwithstanding, Supplier shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, grant a security interest in its interest in this Agreement and/or any of Supplier's System in connection with any borrowing or financing activity of Supplier; provided, however, if the mortgagee, pledgee or holder of a security interest obtains any right, title or interest of, under or to this Agreement or the System pursuant to any foreclosure or other proceeding or action on said mortgage, pledge or security interest, said right, title, interest and any transferee shall be subject to this Agreement and all Customer's rights and transferee's performance of all requirements under this Agreement; and Supplier shall continue to be liable under this Agreement with any transferee..

ARTICLE XXIV **RESERVED**

ARTICLE XXV **ENTIRE AGREEMENT; AMENDMENT; EXECUTION**

25.1 Integration; Exhibits. This Agreement constitutes the entire and final agreement and understanding between Supplier and Customer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. Notwithstanding anything in this Agreement to the contrary: (i) this Agreement shall not amend or supersede the Communications Cable and Facilities Agreement between Customer and Supplier dated January 15, 2012 ("Cable and Facilities Agreement"), and said Cable and Facilities Agreement shall continue in full force and effect as originally executed; and (ii) nothing in this Agreement shall constitute or be interpreted as Customer's relinquishment, waiver or conveyance of any rights-of-way or any authority or rights of Customer with respect to any

rights-of-way within Customer's jurisdiction or control. The recitals on page 1 and Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference.

25.2 Amendment. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Supplier and Customer, and any such amendment shall be effective with respect to all Dark Fiber Route Orders, unless otherwise provided by such amendment.

25.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

25.4 Facsimile Delivery. This Agreement may be duly executed and delivered by a party by execution and facsimile delivery of the signature page of a counterpart to the other party, provided that, if delivery is made by facsimile, the executing party shall promptly deliver a complete counterpart that it has executed to the other party.

ARTICLE XXVI **SIGNATURES**

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Supplier and Customer have executed this Agreement as of the dates set forth below.

SUPPLIER
UNITE PRIVATE NETWORKS, LLC

By: _____
Print Name: Matthew Van Hoesen
Title: CFO and General Counsel
Date: _____

CUSTOMER
CITY OF LA VISTA

By: _____
Print Name: Douglas Kindig
Title: Mayor
Date: _____

ATTEST

By: _____
Print Name: Pamela A. Buethe
Title: City Clerk
Date: _____

EXHIBIT A
Dark Fiber Route Order Form

DARK FIBER ROUTE ORDER NO. _____
PURSUANT TO THE MASTER DARK FIBER LEASE AGREEMENT

This Dark Fiber Route Order is entered into between Unite Private Networks, LLC. ("Supplier") and _____ ("Customer") as of the date of the last signature hereto and incorporates the terms and provisions set forth in the Master Dark Fiber Lease Agreement (the "Dark Fiber Lease Agreement") and the Master Maintenance Agreement (the "M Agreement") entered by and between Customer and Supplier and dated as of _____, 201__. Capitalized terms used but not defined herein shall have the meaning set forth in the Dark Fiber Lease Agreement and the M Agreement. Customer agrees to be bound by and may enforce the terms and conditions of the Dark Fiber Lease Agreement and the M Agreement with respect to this Dark Fiber Route Order.

I. CONTACT INFORMATION

SUPPLIER NOTICE ADDRESS (LOCAL)		* CUSTOMER NOTICE ADDRESS *	
Unite Private Networks, LLC Attn: _____ 950 West 92 Highway, Suite 203 Kearney, Missouri 64060			
CONTACT: [name]	PHONE: (xxx) xxx-xxxx	CONTACT: [name]	PHONE: (xxx) xxx-xxxx
PAYMENT ADDRESS		INVOICE ADDRESS	
Unite Private Networks, LLC Attn: Christine Christiansen 950 West 92 Highway, Suite 203 Kearney, Missouri 64060			
ATTN: [name]	PH: (xxx) xxx-xxxx	ATTN: [name]	PH: (xxx) xxx-xxxx

II. DESCRIPTION OF ROUTE

DARK FIBER ROUTE DESCRIPTION: [identify location A (City, State) to location Z (City, State)]

Master Dark Fiber Lease Agreement	Route Order Number	Initial Term [provide length, i.e.:] Twenty (20) Years from Acceptance Date
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Attached Schedules:

Schedule 1 – Dark Fiber Route Map
Schedule 2 – Route Description
Schedule 3 – Route Pricing

III. GRANT

Upon the Acceptance Date of this Dark Fiber Route Order and subject to the terms and conditions of the Dark Fiber Lease Agreement and the M Agreement, Supplier hereby grants and conveys to Customer an exclusive Dark Fiber Lease in the specific number of Fibers stated in Schedule 3 ("Route Pricing") in the Cable over the Route depicted in Schedule 1 ("Dark Fiber Route Map") and further described in Schedule 2 ("Route Description") attached hereto.

Unite Private Networks, LLC.

By: _____
Name: _____
Title: _____
Date: _____

Customer

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
Dark Fiber Route Map

Map: *[Insert Route Description here]*

[Insert map here]

Legend:

[By way of example:]

Blue: New Construction needed for contracted Route under this Dark Fiber Route Order

Red: Existing Supplier Network, not contracted for under this Dark Fiber Route Order

Black Houses: Segment end points

Schedule 2

Route Description

Route Description: *[Insert Path Description here]*

[by way of example:] Supplier shall install underground high-density polyethylene conduit and fiber optic cable from the Customer's site at ***[Address Location A]*** to a splice point located at ***[Address Location Z]***. The total Route distance is approximately ***[Number of miles]*** mile(s). Supplier shall use all commercially reasonable efforts to place the Cable along the Routes set forth in Schedule 1 ("Dark Fiber Route Map") or such Routes that will include all of the locations specified in Schedule 1 or such alternative locations as may be mutually agreed upon by the parties. Supplier shall provide any resulting Schedule 1 changes to Customer as a replacement document to Schedule 1.

Scope of Work: *[Insert SOW here]*

[by way of example:] Supplier shall install underground high-density polyethylene conduit and a twenty-four (24)-count fiber optic cable along the route depicted in Schedule 1 and described in Schedule 2. Supplier shall terminate ***[Number of fibers]*** Customer Fibers at an existing Fiber Distribution Panel (FDP) in ***[Address Location A]*** and install a splice case and splice ***[Number of fibers]*** Customer Fibers at ***[Address Location Z]***. Customer shall provide Supplier with access to building entrance conduit at ***[Address Location A]***. [Note, the following considerations should be included in the SOW when a specified Route is a ring path: (i) Fiber ring should physically pass through each Customer designated (MSC / POI) where possible; (ii) Dual entrances should be established with a minimum recommended separation of twenty (20) feet; (iii) Fiber ring extensions to Customer should be provisioned over physically diverse paths; (iv) Deployment of "Maintenance Fibers" by Carrier to monitor entire fiber ring.]

Demarcation Points:

- (1) [By way of example: Fiber Distribution Panel located inside Customer MSC located at (address, city, state).]
- (2) [By way of example: Splice point located at (address, city, state).]

Schedule 3
Route Pricing

Description	Requested Route	Route Mileage	Number Of Customer Fiber Strands	Fiber Mileage	Cost per Fiber per Mile	Monthly Recurring Charge	Annual Routine Maintenance Charge	Contract Price
New Construction	Lateral from existing Supplier backbone from <i>[Location Z]</i> to <i>[Location A]</i>	<i>n.n</i>	<i>N</i>	<i>N*n</i>	<i>\$X.XX</i>	<i>\$X.XX</i>	<i>\$X.XX</i>	<i>\$X.XX</i>
						Monthly	Annual	Upfront
TOTAL		<i>XX</i>		<i>XX</i>		<i>\$X.XX</i>	<i>\$X.XX</i>	<i>\$X.XX</i>

Payment Schedule:

In accordance with Section 3.1 (“Contract Price”) of the Dark Fiber Lease Agreement and this Schedule 3 (“Route Pricing”), Customer shall pay Supplier the Contract Price as follows:

- (a) After execution of the Dark Fiber Route Order, Supplier shall invoice Customer for fifty percent (50%) of the Contract Price set forth in said Dark Fiber Route Order, and payment of such invoice shall be thirty (30) calendar days following receipt of the invoice.
- (b) Following the Acceptance Date of the Route for the Dark Fiber Route Order, Supplier shall invoice Customer for the remaining fifty percent (50%) of the Contract Price, and payment of such invoice shall be due thirty (30) calendar days following receipt of the invoice.

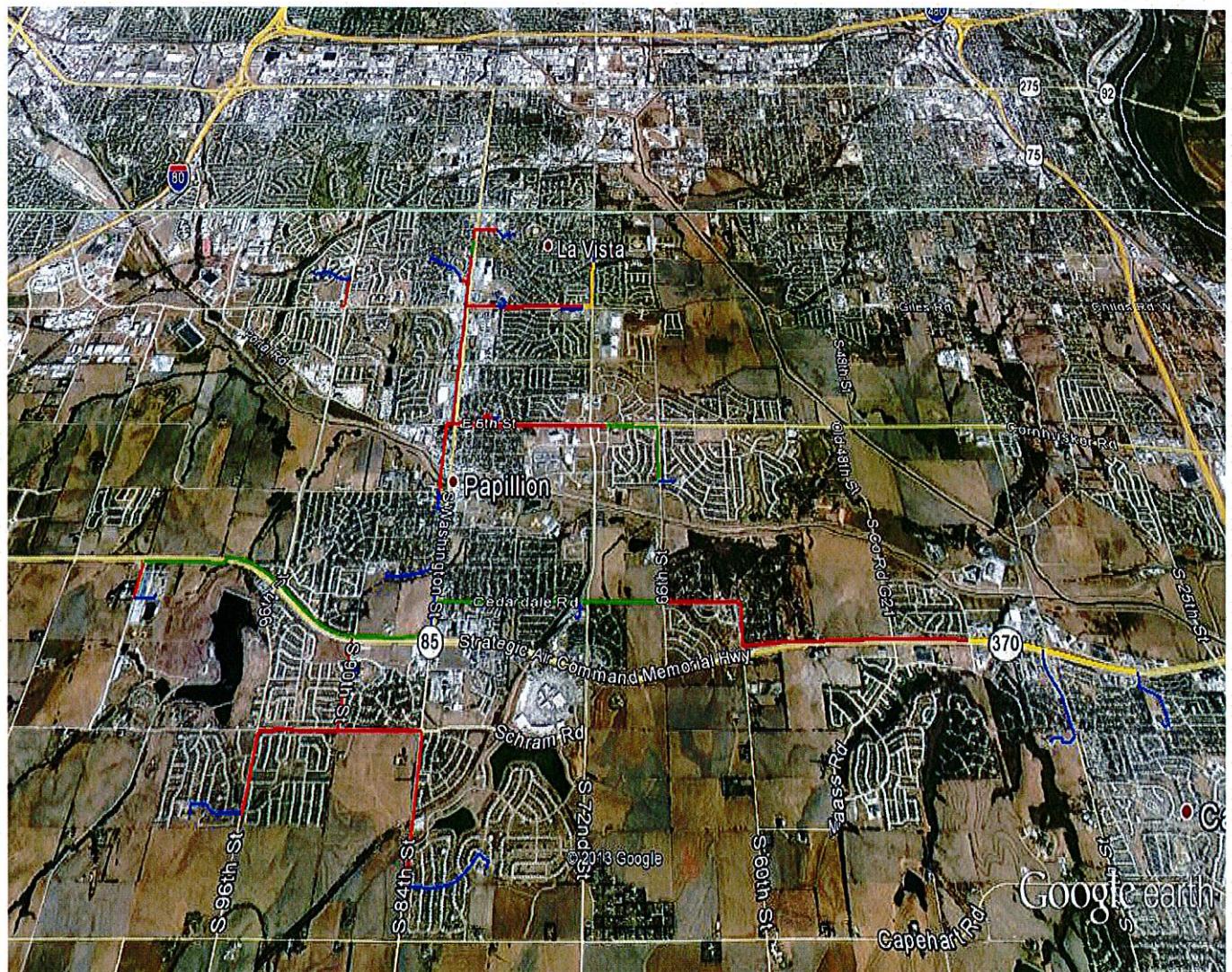
To the extent applicable, Supplier shall indicate on its first invoice to Customer any amounts associated with this Dark Fiber Route Order’s Contract Price that were previously paid to Supplier by Customer.

EXHIBIT B
Non-Disclosure

1. To facilitate discussions, meetings and the conduct of business between the parties with respect to the matter of mutual interest which is the subject of this Agreement, it may be necessary for one party to disclose to the other technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may include proprietary material, as well as material subject to and protected by laws regarding secrecy of communications or trade secrets ("Confidential Information").
2. The obligations with respect to Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information or five (5) years beyond completion of the termination or expiration of the Agreement, whichever is greater; except, however, that Customer 's customer information shall remain confidential forever.
3. Each party acknowledges and agrees as follows:
 - a. All Confidential Information acquired by either party from the other shall be and shall remain the exclusive property of the source;
 - b. To inform the receiving party, in advance of any disclosure of Confidential Information, in non-confidential and non-proprietary terms, of the nature of the proposed disclosure, and to afford the receiving party the option of declining to receive the Confidential Information;
 - c. Information which is disclosed orally shall not be considered Confidential Information unless it is reduced to writing or to a written summary which identifies the specific information to be considered as Confidential Information, and such writing is provided to the receiving party at the time of disclosure or within thirty (30) days;
 - d. To receive in confidence any Confidential Information; to use such Confidential Information only for purposes of work, services or analysis related to the matter of mutual interest described above and for other purposes only upon such terms as may be agreed upon between the parties in writing;
 - e. To limit access to such Confidential Information to a party's employees, contractors, and agents who (i) have a need to know the Confidential Information in order for such party to participate in the manner of mutual interest described above; and (ii) are advised of the confidential nature of Confidential Information provided hereunder; and
 - f. At the disclosing party's request and to the extent permitted under applicable law, regulations and other guidance, to return promptly to the disclosing party or to destroy any copies of such Confidential Information that is in written, graphic or other

tangible or intangible form, and providing to the disclosing party a list of all such material destroyed.

4. These obligations do not apply to Confidential Information which:
 - a. As shown by reasonably documented proof, was in the other's possession prior to receipt from the disclosing party; or
 - b. As shown by reasonably documented proof, was received by one party in good faith from a third party not subject to a confidential obligation to the other party; or
 - c. Now is or later becomes publicly known through no breach of confidential obligation by the receiving party; or
 - d. Is disclosed to a third party by the source without a similar nondisclosure restriction; or
 - e. Was developed by the receiving party without the developing person(s) having access to any of the Confidential Information received from the other party; or
 - f. Is authorized in writing by the disclosing party to be released or is designated in writing by that party as no longer being confidential or proprietary.
5. Each Party may disclose Confidential Information to its Affiliates, subject to the terms and conditions set forth herein.
6. The parties agree to provide the other party with immediate notice of any actual or potential requirement of any court or agency to disclose Confidential Information. The party receiving the request for the information shall notify the source party and shall give that party an opportunity to participate in objecting to production of the Confidential Information.
7. It is agreed that a violation of any of the provisions of this Agreement will cause irreparable harm and injury to the non-violating party and that party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Absent a showing of willful violation of this Agreement, neither party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages including lost income or profits of any kind, even if such party has been advised of the possibility thereof. In no event shall either party be liable to the other for punitive or exemplary damages.



Colors:

- Blue = New underground bore
- Green = Over-lash aerial
- Red = New aerial
- Orange = OPPD duct
- Yellow = New underground trench